

**AMENDED AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, MARCH 7, 2019, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Appearance and recognition of guests and citizens.
4. Mayor Smith will ask for the adoption of a resolution honoring retired Firefighter II John H. Smith, III and will then lead the recognition of the firefighter's dedicated service to the City of Asheboro.
5. Mayor Smith will lead the recognition of Debra C. McKenzie for her years of dedicated service to the City of Asheboro and its police department.
6. Mayor Smith will lead the recognition of James R. Briles, Jr. for his years of dedicated service to the City of Asheboro and its police department.
7. Interim President Kevin Franklin will present the Annual Report of the Randolph County Economic Development Corporation.
8. Consent agenda:
 - (a) Approval of the meeting minutes prepared for the city council meeting held on February 7, 2019.
 - (b) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for January 7, 2019.
 - (c) Acknowledgement of the receipt and acceptance, without amendment, of the operational hours proposed by the Recreation Services Director for the city-owned pools during the 2019 season.
 - (d) Approval of an ordinance amending the Asheboro Cultural and Recreation Services Schedule of Deposits, Fees, and Charges.
 - (e) Acknowledgement of the receipt and acceptance, without amendment, of the proposal from Hiram Marziano, PE for the erosion control design for the proposed Zoo City SportsPlex Project.

(f) Approval to schedule for April 4, 2019, and to advertise, public hearings pertaining to the following land use cases:

(i) Legislative Hearing: Text amendments to the zoning ordinance concerning the maximum allowable floor area ratio and supplementary requirements for multi-family residential developments.

(ii) Quasi-Judicial Hearing: Combined hearing concerning property located at 481 North Carolina Highway 49 South (Randolph County Parcel Identification Numbers 7740931871 and 7740941140). The application asks for the rezoning of a portion of the property from B2 (General Commercial) to CU-RA6 (Medium-Density Residential) and asks for the issuance of a Conditional Use Permit authorizing a multiple family development.

(iii) Legislative Hearing: An application asking for the rezoning of property at 1644, 1702, and 1712 North Fayetteville Street (portions of Randolph County Parcel Identification Numbers 7762064208, 7762065123, and 7762067634) from R10 (Medium-Density Residential) to O&I (Office & Institutional).

(g) Acknowledgement of the receipt of the statutorily prescribed notice of the future construction of parking improvements at the municipal golf course on Country Club Drive.

(h) Approval of a resolution authorizing the execution of new lease agreements with Norfolk Southern Railway Corporation for the continued use of approximately 2.27 acres of land in downtown Asheboro and for the continued use of approximately 9,000 square feet of land at the municipal golf course.

(i) Approval of a resolution authorizing an amendment to the existing online auction service agreement with GovDeals, Inc.

(j) Approval of a resolution authorizing the city to engage in electronic payments as defined by G.S. 159-28.

(k) Approval of an ordinance amending the Code of Asheboro, specifically Section 36.15 (Official City Depositories Designated) and Section 36.18 (Signature on Checks Drawn on City Funds).

(l) Acknowledgement of the receipt from the city clerk of the oath of office forms completed by Asheboro Airport Authority Members.

9. Community Director Trevor Nuttall will present the following community development items:

(a) Quasi-Judicial Hearing: A special use permit application triggered by proposed modifications to an existing multi-family development operating under a special use permit allowing a gross floor area of up to 22 percent on the development's parcel of land at 2280 and 2282 North Fayetteville Street (Randolph County Parcel Identification Number 7763140443).

(b) Legislative Hearing: An application to rezone from R7.5 (Medium-Density Residential) and RA6 (High-Density Residential) to OA6 (Office-Apartment) various parcels of land along and near the Greensboro Street and Cox Street corridor, between East Presnell Street and East Dorsett Avenue.

(c) Legislative Hearing: An application to rezone approximately 1.77 acres of land from B2 (General Commercial) to R10 (Medium-Density Residential). The land for which R10 zoning is requested is a portion of a parcel of land (Randolph County Parcel Identification Number 7750249743) on the north side of Sherwood Avenue. This property is most closely associated with the 145 Whitley Street address.

(d) Quasi-Judicial Hearing: An application for a special use permit, inclusive of subdivision sketch design review and approval, for a residential planned unit development on an approximately 7.34-acre parcel of land (Randolph County Parcel Identification Number 7750249743) on the north side of Sherwood Avenue and north of Harvell Street Extension. The street addresses associated with this site are 145 Whitley Street and 159 Whitley Street.

- (e) Public Hearing on Community Development Block Grant Funds (Grant Number 14-E-2673): This hearing is to assess the closeout performance report for the grant dollars used to construct approximately 1,384 feet of industrial railroad spur track to provide rail access to the Technimark facility on West Central Avenue.
 - (f) Consideration of a resolution requesting the removal of the City of Asheboro from the standard under NCGS 160A-58.1(b) that restricts satellite annexations to no more than 10% of a city's primary corporate limits.
10. City Engineer Michael Leonard, PE will present a petition from Mr. Ronnie High and Mr. Ronald Thomas requesting the contiguous annexation of a parcel of land at 811 Meadowbrook Road containing 0.258 acres:
 - (a) Public hearing
 - (b) Ordinance to extend the corporate limits of the City of Asheboro
 11. Public comment period.
 12. City Engineer Michael Leonard, PE will provide an update and then request governing board approval for the current procurement activities at the new recreation center.
 - (a) Bid summary and request for award of contract for the replacement of the gym floor
 - (b) Bid summary and request for award of contract for the installation of a suspended ceiling
 - (c) Consideration of budget ordinance amendments in support of the contracts awarded for the recreation center
 13. City Engineer Michael Leonard, PE will present a resolution approving the execution of the "Letter of Agreement for Airport Safety /Maintenance Projects" between the NC Division of Aviation and the City of Asheboro.

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14. Mayor Smith will lead a discussion concerning alcoholic beverage control issues:
 - (a) Consideration of a resolution in support of the current alcoholic beverage control system and opposing the merger of all of the ABC boards within a county.
 - (b) Consideration of expanding the alcoholic beverage options for the Asheboro Regional Airport and the Sunset Theatre.
15. Mayor Smith will lead a discussion of upcoming events and items not on the agenda.
16. Adjournment.

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, FEBRUARY 7, 2019
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
Edsel L. Brown, Code Enforcement Officer
D. Jason Cheek, Police Captain
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Charles J. Garner, Code Enforcement Officer
Michael L. Leonard, PE, City Engineer
Trevor L. Nuttall, Community Development Director
Randy C. Purvis, Chief Building Inspector
Deborah P. Reaves, Finance Director
Michael D. Rhoney, PE, Water Resources 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. 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 recite the pledge of allegiance.

3. The year-end audit report for fiscal year 2017-2018. [Originally listed as Agenda Item 4]

The City Council received from Mr. Steve Hackett, CPA, with the firm of William R. Honeycutt, CPA the audit report for the fiscal year that ended June 30, 2018. During his presentation, Mr. Hackett reported that the city received what is commonly referred to as a “clean audit” (currently also referred to as an “unmodified opinion”). A “clean audit” means the city’s financial statements are fairly presented in accordance with generally accepted accounting principles for the year ending June 30, 2018.

The council members expressed their satisfaction with the audit report and their general consent to the acceptance of the report from the auditor. A copy of the written audit report is available for inspection in the city finance department.

4. Recognition of water resources division employees who earned their Utility Management Certification Credentials. [Originally listed as Agenda item 5]

After being introduced by City of Asheboro Water Resources Director Michael Rhoney, PE, Mr. Alan Oldham of the North Carolina Rural Water Association recognized the city’s water resources division employees who successfully earned their Utility Management Certification Credentials. The employees receiving said credentials were Ms. Sarah Loflin, Mr. Jeff Cagle, and Mr. Mike Wiseman. This credential is the highest professional credential in the utility industry.

5. Consent agenda: [Originally listed as Agenda Item 6]

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

(a) The meeting minutes for the city council's regular meeting on January 10, 2019.

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

(b) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for December 3, 2018.

The minutes of the meeting held by the Asheboro ABC Board on December 3, 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.

(c) An ordinance to amend the General Fund.

03 ORD 2-19

**ORDINANCE TO AMEND THE GENERAL FUND
FY 2018-2019**

WHEREAS, the development of affordable housing for the rising senior population has been identified to support the "Quality of Life" component of the Asheboro 20 / 20 plan, and;

WHEREAS, The City of Asheboro has requested that Re/Max Central Realty consult with the City of Asheboro to facilitate the acquisition of space for parking that is an essential component of the development of the proposed Church Street Mill Loft Project as supported in the adopted 2018-2023 Central Business District Redevelopment Plan, project #3: Acme McCrary West Senior Housing Project, and;

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

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

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

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

<u>Account #</u>	<u>Revenue Description</u>	<u>Increase</u>
10-399-0000	Fund Balance Allocation	18,000

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-490-0400	Professional Services	18,000

Adopted this 7th day of February, 2019.

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

ATTEST:

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

(d) Approval to schedule for March 7, 2019, and to advertise, public hearings on the following land use cases:

- (i) Quasi-Judicial Hearing: A special use permit application triggered by proposed modifications to an existing multi-family development operating under a special use permit allowing a gross floor area of up to 22 percent on the development's parcel of land at 2280 and 2282 North Fayetteville Street (Randolph County Parcel Identification Number 7763140443).

- (ii) Legislative Hearing: An application to rezone from R7.5 (Medium-Density Residential) and RA6 (High-Density Residential) to OA6 (Office-Apartment) various parcels of land along and near the Greensboro Street and Cox Street corridor, between East Presnell Street and East Dorsett Avenue.
- (iii) Legislative Hearing: An application to rezone approximately 1.77 acres of land from B2 (General Commercial) to R10 (Medium-Density Residential). The land for which R10 zoning is requested is a portion of a parcel of land (Randolph County Parcel Identification Number 7750249743) on the north side of Sherwood Avenue. This property is most closely associated with the 145 Whitley Street address.
- (iv) Quasi-Judicial Hearing: An application for a special use permit, inclusive of subdivision sketch design review and approval for a residential planned unit development on an approximately 7.34-acre parcel of land (Randolph County Parcel Identification Number 7750249743) on the north side of Sherwood Avenue and north of Harvell Street Extension. The street addresses associated with this site are 145 Whitley Street and 159 Whitley Street.

The above-listed land use cases will be advertised and heard by the Council on March 7, 2019.

6. Public comment period. [Originally listed as Agenda Item 7]

Mayor Smith opened the floor for public comments.

Dr. David Stansfield, a representative of the Randolph County SPCA, briefly highlighted the importance of vaccinating pets (cats and dogs) against rabies and the efforts by the Randolph County SPCA in support of this cause.

Mr. James Armstrong expressed his on-going concerns about taking concrete steps to improve the quality of life for citizens.

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

7. The annual Building Inspections Report. [Originally listed as Agenda Item 8]

Chief Building Inspector Randy Purvis presented an overview of the Building Inspection Department's activities during 2018. The department's report reflected a total of 1,143 permits issued with a total of \$156,757.00 in revenue received.

A copy of the written report submitted to the council is on file in the city clerk's office. No action was taken by the Council.

8. The annual Code Enforcement Report. [Originally listed as Agenda Item 9]

Code Enforcement Officer Ed Brown utilized a visual presentation in order to provide an overview of the code enforcement office's activities during the preceding year. Mr. Brown's report reflected a total of 528 recorded violations for 2018. These violations included, but were not limited to, nuisance violations, non-permitted signs, minimum housing code violations, and zoning violations.

A copy of the visual presentation utilized by Mr. Brown is on file in the city clerk's office. No action was taken by the Council.

9. Engineering items: [Originally listed as Agenda Item 10]

(a) Public hearing and consideration of an ordinance to annex approximately 5.921 acres of city-owned land at the future Zoo City Sportsplex.

Mayor Smith opened a public hearing on the question of the annexation of approximately 5.921 acres of city-owned land at the future Zoo City Sportsplex.

As part of the public hearing, City Engineer Michael Leonard, PE presented and recommended adoption, by reference, of an ordinance to extend the satellite municipal boundaries by annexing into the City of Asheboro approximately 5.921 acres of city-owned land at the future Zoo City Sportsplex. No citizen spoke in opposition to the proposed annexation.

Once the city council entered the deliberative phase of the hearing, Mr. Bell moved, and Mr. Burks seconded the motion, to approve the following annexation ordinance by reference. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

ORDINANCE NO. 04 ORD 2-19

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AN ORDINANCE TO EXTEND THE SATELLITE MUNICIPAL BOUNDARIES BY ANNEXING INTO
THE CITY OF ASHEBORO APPROXIMATELY 5.921 ACRES OF CITY-OWNED LAND
AT THE FUTURE ZOO CITY SPORTSPLEX SITE**

WHEREAS, on January 10, 2019, in accordance with Section 160A-58.7 of the North Carolina General Statutes, the Asheboro City Council adopted a resolution (Resolution Number 05 RES 1-19) stating the governing board's intent to annex into the municipality the approximately 5.921 acres of city-owned land described in Section 1 of this Ordinance that is part of the future Zoo City Sportsplex site; and

WHEREAS, after the publication of the required public hearing notice in *The Courier-Tribune* on January 18, 2019, the public hearing on the proposed annexation into Asheboro's satellite municipal boundaries of the city-owned land described in Section 1 of this Ordinance was held in the council chamber at Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203, during a regular city council meeting that began at 7:00 p.m. on Thursday, February 7, 2019; and

WHEREAS, the Asheboro City Council finds that the area for which annexation is proposed meets the standards of Section 160A-58.1(b) of the North Carolina General Statutes, as follows:

- a. The nearest point on the proposed satellite corporate limits line is not more than three miles from the primary corporate limits line of the City of Asheboro;
- b. No point on the proposed satellite corporate limits line is closer to the primary corporate limits line of another municipality than to the primary corporate limits line of the City of Asheboro;
- c. The area described in Section 1 of this Ordinance is situated in a manner that enables the City of Asheboro to provide the same services within the proposed satellite corporate limits that the city provides within the primary corporate limits;
- d. No subdivision, as defined in Section 160A-376 of the North Carolina General Statutes, will be fragmented by this proposed annexation; and
- e. The area within the proposed satellite corporate limits, when added to the area within all of Asheboro's other satellite corporate limits, does not exceed twenty percent (20%) of the area within the city's primary corporate limits; and

WHEREAS, the Asheboro City Council further finds that the proposed annexation of the described area is in the public interest.

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

Section 1. By virtue of the authority granted by Section 160A-58.7 of the North Carolina General Statutes, the following described property, which is owned by the City of Asheboro and is not contiguous with Asheboro's existing primary corporate limits, is hereby annexed and made part of the City of Asheboro, effective immediately:

Grant Township, Randolph County, North Carolina:

BEGINNING at a concrete right-of-way monument on the existing City of Asheboro satellite city limits line at the northeast corner of the intersection of Old Cox Road (North Carolina Secondary Road 2834) with Zoo Parkway (North Carolina Highway 159), this concrete right-of-way monument is located by means of the North Carolina Coordinate System at the coordinates of North 697,213.934 feet and East 1,764,583.371 feet (NAD 83); thence from the beginning point proceeding along the proposed new Asheboro satellite city limits line by following the eastern margin of the public right-of-way for Zoo Parkway the following courses and distances: North 22 degrees 07 minutes 01 second West 43.46 feet to a computed point; thence North 19 degrees 05 minutes 09 seconds West 72.03 feet to a computed point; thence departing from the eastern margin of the public right-of-way for Zoo Parkway and running with the existing City of Asheboro satellite city limits line around the area to be annexed by proceeding along the southern boundary line of the City of Asheboro property described in Deed Book 2009, Page 547, Randolph County Registry (this city-owned property is shown as Lot 1 in Plat Book 108, Page 88, Randolph County Registry) the following courses and distances: North 55 degrees 19 minutes 25 seconds East 30.00 feet to a computed point; thence North 46 degrees 47 minutes 34 seconds East 101.12 feet to 5/8" rebar with a cap that is flush with the ground; thence North 55 degrees 19 minutes 25 seconds East 95.36 feet to 5/8" rebar with a cap that is up 1"; thence North 55 degrees 18 minutes 28 seconds East 197.68 feet to 1/2" rebar with a cap that is down 1"; thence South 83 degrees 00 minutes 20 seconds East 1,010.39 feet to a 3/4" existing iron pipe that is up 2"; thence departing from the southern boundary line of the City of Asheboro property described in Deed Book 2009, Page 547, Randolph County Registry in order to follow the proposed new City of Asheboro satellite city limits line South 11 degrees 20 minutes 19 seconds West 103.96 feet along the western boundary line of the Lettice

M. Tate property described in Deed Book 1638, Page 1149, Randolph County Registry (the Tate property is shown as Lot 6 in Plat Book 10, Page 50, Randolph County Registry) to a 5/8" pinch-top existing iron pipe that is up 2"; thence continuing to follow the proposed new City of Asheboro satellite city limits line by proceeding along the western boundary line of the Wendy M. Jordan property described in Deed Book 1965, Page 2087, Randolph County Registry (the Jordan property is shown as Lot 5 in Plat Book 10, Page 50, Randolph County Registry) the following courses and distances: South 11 degrees 19 minutes 35 seconds West 87.89 feet to 3/8" rebar that is up 4"; thence South 11 degrees 15 minutes 00 seconds West 14.06 feet to a computed point where the proposed new City of Asheboro satellite city limits line intersects with the existing City of Asheboro satellite city limits line; thence departing from the western boundary line for the Wendy M. Jordan property in order to proceed along the existing City of Asheboro satellite city limits line the following courses and distances across two parcels of City of Asheboro property described, respectively, in Deed Book 2616, Page 377, Randolph County Registry (this parcel of city-owned land is shown as Lot #2 in Plat Book 120, Page 4, Randolph County Registry) and in Deed Book 2581, Page 1177, Randolph County Registry (this parcel of city-owned land is shown in Plat Book 154, Page 78, Randolph County Registry): North 69 degrees 08 minutes 49 seconds West 652.61 feet to a computed point; thence South 53 degrees 06 minutes 23 seconds West 707.22 feet to a computed point that is on the southern boundary line for the City of Asheboro property described in Deed Book 2581, Page 1177, Randolph County Registry (this boundary line is also the northern margin of the public right-of-way for Old Cox Road); thence continuing with the existing City of Asheboro satellite city limits line along the northern margin of the public right-of-way for Old Cox Road by proceeding North 56 degrees 34 minutes 07 seconds West 34.69 feet to the point and place of BEGINNING, and containing a total of 5.921 acres (257,901 square feet) of land, more or less, to be annexed.

This legal description is based on a plat of survey identified as Job # 18-037, dated January 3, 2019, and drawn under the supervision of Thomas Scaramastra, Professional Land Surveyor with License No. L-4421. The plat of survey is titled "Annexation Plat for Balance of Zoo City Sportsplex Property(;) City of Asheboro."

Section 2. Upon and after February 7, 2019, the above-described territory and any citizens and property found upon the described land 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 territory described in Section 1 of this Ordinance shall be subject to municipal taxes according to Section 160A-58.10 of the North Carolina General Statutes.

Section 3. The Mayor of the City of Asheboro shall cause to be recorded in the Office of the Register of Deeds of Randolph County, North Carolina, and in the Office of the Secretary of State of North Carolina in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Randolph County Board of Elections as required by Section 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 be in full force and effect upon and after the 7th day of February, 2019.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of February, 2019.

/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

(b) Annexation Petition from Ronnie High and Ronald Thomas.

After receiving from Mr. Leonard an overview of the annexation petition received from Mr. Ronnie High and Mr. Ronald Thomas, Council Member Bell moved to adopt the following resolutions by reference, and Council Member Swiers seconded the motion. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion and thereby unanimously approved the following resolutions.

RESOLUTION NUMBER 06 RES 2-19

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE THE SUFFICIENCY OF THE ANNEXATION PETITION SUBMITTED BY RONNIE G. HIGH AND RONALD THOMAS

WHEREAS, Ronnie G. High and Ronald Thomas (the "Petitioners") have submitted a petition requesting the annexation into Asheboro of their approximately 11,236-square foot parcel of land at 811 Meadowbrook Road, Asheboro, North Carolina 27203; and

WHEREAS, the parcel of land for which annexation has been requested (the "Annexation Parcel") is more specifically identified by Randolph County Parcel Identification Number 7761173416; and

WHEREAS, the Annexation Parcel is contiguous to Asheboro's primary city limits; and

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

WHEREAS, the Asheboro City Council has decided to proceed with the statutorily prescribed voluntary annexation process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the city clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify 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 February, 2019.

/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
(Annexation Petition Received from Ronnie G. High and Ronald Thomas)

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

I, Holly H. Doerr, am the City Clerk for the City of Asheboro. I hereby certify that, with the assistance of staff members in various city departments, I have investigated the annexation petition submitted by Ronnie G. High and Ronald Thomas. I further certify that the following paragraphs accurately state the information obtained during the course of my investigation of the annexation petition.

The petition submitted by Mr. High and Mr. Thomas requests the annexation into Asheboro of their approximately 11,236-square foot parcel of land at 811 Meadowbrook Road, Asheboro, North Carolina 27203. The parcel of land for which the petitioners have requested annexation (the "Annexation Parcel") is more specifically identified by Randolph County Parcel Identification Number 7761173416.

On the basis of my investigation, I have concluded that all of the owners of the real property lying in the Annexation Parcel have signed the prescribed petition. The petition appears to be sufficient to satisfy the provisions of Section 160A-31 of the North Carolina General Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Asheboro in order to make this certification effective as of the 7th day of February, 2019.

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

RESOLUTION NUMBER 07 RES 2-19

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE QUESTION OF THE REQUESTED ANNEXATION OF LAND OWNED BY RONNIE G. HIGH AND RONALD THOMAS

WHEREAS, Ronnie G. High and Ronald Thomas (the "Petitioners") properly submitted a petition requesting the annexation into Asheboro of their approximately 11,236-square foot parcel of land at 811 Meadowbrook Road, Asheboro, North Carolina 27203; and

WHEREAS, the parcel of land for which annexation has been requested (the "Annexation Parcel") is more specifically identified by Randolph County Parcel Identification Number 7761173416; and

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

WHEREAS, the city clerk certified the sufficiency of the petition for proceeding with setting the date for a public hearing on the question of the requested annexation pursuant to Section 160A-31 of the North Carolina General Statutes.

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

Section 1. A public hearing on the question of annexing the territory described in Section 2 of this Resolution will be held in the council chamber on the second floor of Asheboro City Hall at 146 North Church Street, Asheboro, North Carolina 27203 during a regular meeting of the Asheboro City Council that will begin at 7:00 p.m. on March 7, 2019.

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

Asheboro Township, Randolph County, North Carolina:

BEGINNING at a 1" existing iron pipe that is down 4" with a cap at the southwest corner of the Ronnie G. High and Ronald Thomas property described in Deed Book 1548, Page 866, Randolph County Registry (the Ronnie G. High and Ronald Thomas property is the parcel of land, which is identified by Randolph County Parcel Identification Number 7761173416, for which annexation is requested and will be hereafter referred to as the "Annexation Parcel"), this beginning point is on the existing City of Asheboro primary city limits line and is located by means of the North Carolina Coordinate System at the coordinates of North 717,507.61 ground US survey feet and East 1,761,300.32 ground US survey feet (NAD 83 (2011)); thence from the beginning point following the existing City of Asheboro primary city limits line along the western boundary line of the Annexation Parcel that is contiguous to the Darren Keith Lucas property described in Deed Book 2128, Page 1248, Randolph County Registry North 00 degrees 13 minutes 43 seconds West 57.88 feet to a 1" existing iron pipe that is down 2" at the northwest corner of the Annexation Parcel; thence departing from the existing primary city limits line and following the proposed City of Asheboro primary city limits line along the northern boundary line of the Annexation Parcel that is contiguous to the Garry O. Lowery property described in Deed Book 2383, Page 223, Randolph County Registry South 88 degrees 31 minutes 33 seconds East 181.78 feet to a 1" existing iron pipe that is down 4" with a cap in the western margin of the 60-foot public right-of-way for Meadowbrook Road at the northeast corner of the Annexation Parcel; thence continuing to follow the proposed City of Asheboro primary city limits line by departing from the northern boundary line for the Annexation Parcel and proceeding along the western margin of the public right-of-way for Meadowbrook Road South 01 degree 03 minutes 31 seconds East 64.93 feet to a 1/2" existing iron rod that is down 4" at the southeastern corner of the Annexation Parcel; thence continuing to run along the proposed City of Asheboro primary city limits line by departing from the western margin of the public right-of-way for Meadowbrook Road and proceeding along the southern boundary line of the Annexation Parcel that is contiguous to the Geraldine A. DeBerry (life estate) property described in Deed Book 2332, Page 1141, Randolph County Registry the following courses and distances: North 87 degrees 54 minutes 47 seconds West 101.92 feet to a point with a 60d nail set at the base of a 1/2" existing iron rod that is down 4"; thence North 00 degrees 04 minutes 42 seconds West 5.02 feet to a 1/2" existing iron rod that is down 6"; thence North 87 degrees 53 minutes 25 seconds West 80.89 feet to the point and place of BEGINNING, and containing a total of 0.258 of an acre (11,236 square feet) of land, more or less, to be annexed.

The above-stated legal description is in accordance with a plat of survey drawn under the supervision of Dan W. Tanner, II, Professional Land Surveyor with License Number L-4787. The plat of survey is titled "Annexation Survey For: Ronnie High (and) Ronald Thomas" and is identified as Job No. 10779thomas.

Section 3. Notice of the public hearing scheduled by Section 1 of this Resolution shall be published in *The Courier-Tribune*, which is a newspaper having general circulation in the City of Asheboro, at least ten (10) days prior to the date of the public hearing.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of February, 2019.

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

ATTEST:

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

10. Update on the Asheboro Regional Airport Economic Impact Study received from the NC Division of Aviation. [Originally listed as Agenda Item 11]

City Engineer Michael Leonard, PE presented an overview of the Asheboro Regional Airport Impact Study received from the North Carolina Division of Aviation. According to the written report, North Carolina's public airports annually contribute approximately \$52 billion to the state's economy, supporting 307,000 jobs that generate \$12.6 billion in personal income and \$2.2 billion in state and local tax revenues.

No action was taken by the city council during this portion of the meeting. A copy of the written report submitted by Mr. Leonard is on file in the city clerk's office.

11. Upcoming events. [Originally listed as Agenda Item 12]

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

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

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

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Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on January 7, 2019

The Asheboro ABC Board met on January 7, 2019, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

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

The Chair inquired as to any known conflict of interest, appearance of a conflict of interest, or objections concerning agenda items before the Board; after 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 December 3, 2018, Board meeting.

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

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

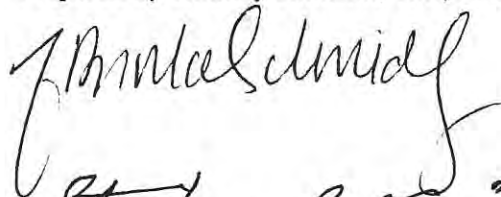
1. 2018 ABC Enforcement Stats from Asheboro PD will be reviewed at the February 2019 Board Meeting.
2. 1st and 2nd Quarter Grant Applications will be reviewed at the February 2019 Board Meeting.
3. Asheboro ABC sales statistics comparing:
 - December sales with the previous month indicate:
 - An overall +46.5% change (all sales and tax collections)
 - December 2018 sales with sales from the same month last year indicate:
 - Retail Sales +11.8% (\$441,520.06)
 - Mixed Beverage Sales: +24.3% (\$37,185.15)
 - Sales Tax Collections: +11.8% (\$30,953.78)
 - Overall Collections: +12.59% (\$509,658.99)
 - December 2018 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +5.4%
 - Mixed Beverage Bottle Sales: +11.1%
 - Overall Bottle Sales: +5.6%

The next regular Asheboro ABC Board meeting will be held Monday, January 7, 2019, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 2-4-19


GM







Memorial Pool Schedule 2019

Sunday:

1:00pm – 6:00pm Public Open Swim

Monday:

11:00am-12:00pm Swim Lessons¹

12:00pm – 1:00pm Water Aerobics

1:00pm – 6:00pm Public Open Swim

6:00pm – 7:00pm Swim Lessons¹

7:00pm – 9:00pm Public Night Swim

Tuesday:

9:00am – 11:00am Swim Lessons/Public Lap Swim³

12:00pm – 1:00pm Water Aerobics

1:00pm – 6:00pm Public Open Swim

Wednesday:

11:00am-12:00pm Swim Lessons¹

12:00pm – 1:00pm Water Aerobics

1:00pm – 6:00pm Public Open Swim

6:00pm – 7:00pm Swim Lessons¹

7:00pm – 9:00pm Public Night Swim

Thursday:

9:00am – 11:00am Swim Lessons/Public Lap Swim

12:00pm – 1:00pm Water Aerobics¹

1:00pm – 6:00pm CLOSED TO THE PUBLIC

Friday:

11:00am-12:00pm Swim Lessons¹

12:00pm – 1:00pm Water Aerobics

1:00pm – 6:00pm Public Open Swim

6:00pm – 7:00pm Swim Lessons¹

Saturday:

1:00pm – 6:00pm Public Open Swim

North Pool Schedule 2019

Sunday:

1:00pm – 6:00pm Public Open Swim

Monday:

9:00am – 11:00am Swim Lessons & Public Lap Swim^{1,3}

11:00pm-12:00pm Group Swim²

1:00pm – 6:00pm CLOSED TO THE PUBLIC

Tuesday:

11:30am – 12:30pm Tranquil Swimming⁴

1:00pm – 6:00pm Public Open Swim

6:00pm – 7:00pm Swim Lessons¹

7:00pm – 9:00pm Public Night Swim

Wednesday:

9:00am – 11:00am Swim Lessons & Public Lap Swim^{1,3}

11:00am-12:00pm Group Swim²

1:00pm – 6:00pm Public Open Swim

6:00pm-7:00pm Water Aerobics

Thursday:

11:00 am – 1:00pm Group Swim²

1:00pm – 6:00pm Public Open Swim

6:00pm – 7:00pm Swim Lessons¹

7:00pm – 9:00pm Public Night Swim

Friday:

10:00am – 11:00am Swim Lessons¹

1:00pm – 6:00pm Public Open Swim

Saturday:

1:00pm – 6:00pm Public Open Swim

¹ This hour is reserved for lessons. See Swim Lesson schedule.

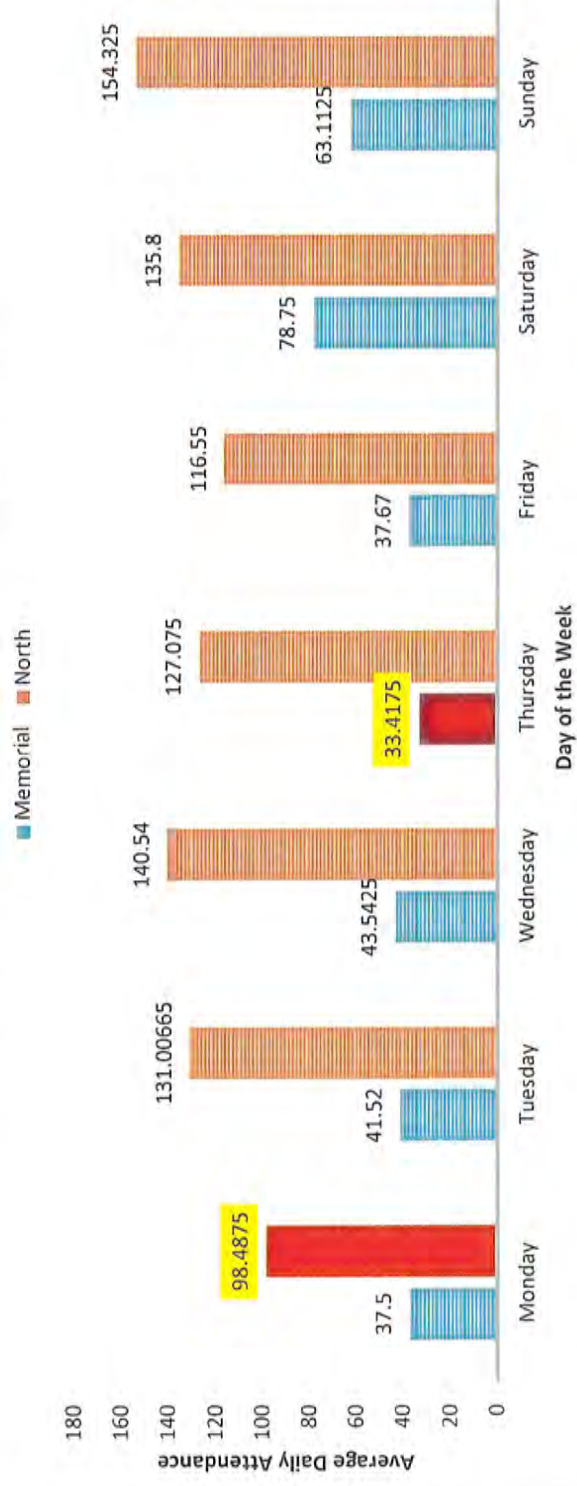
² This hour is reserved for daycares/camps that would like swim time to themselves. Reservations will need to be made at least a week in advance

³ This period is reserved for adults to exercise and or swim laps. It is not a recreational swim.

⁴ This period is reserved for individuals with disabilities to enjoy a quiet, stress free period in the water without large crowds.

	Memorial Daily Average 2016	North Daily Average 2016	Memorial Daily Average 2017	North Daily Average 2017	Memorial North
Monday	36	89.625	39	107.35	Monday 37.5 98.4875
Tuesday	45.375	136.9133	37.665	125.1	Tuesday 41.52 131.0067
Wednesday	45.5	103.75	41.585	177.33	Wednesday 43.5425 140.54
Thursday	30.25	144.4	36.585	109.75	Thursday 33.4175 127.075
Friday	36.05	118.6	39.29	114.5	Friday 37.67 116.55
Saturday	83.4	154.15	74.1	117.45	Saturday 78.75 135.8
Sunday	66.125	141.85	60.1	166.8	Sunday 63.1125 154.325

COMPARISON OF DAILY PATRONAGE



Memorial Asheboro Pool Schedule 2019

(Session 1: Jun. 17th-28th)

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
9:00 - 10:00			ALS/Private		ALS/Private		
10:00 - 11:00							
11:00 - 12:00		Lunch	Lunch	Lunch	Lunch	Lunch	Pool Parties by Reservation (10-12)
12:00 - 1:00		Water Aerobics	Water Aerobics	Water Aerobics	Water Aerobics	Guard Workout	
1:00 - 2:00	Public Open Swim	Public Open Swim	Public Open Swim	Public Open Swim	Closed to the Public	Public Open Swim	Public Open Swim
2:00 - 3:00							
3:00 - 4:00							
4:00 - 5:00							
5:00 - 6:00							
6:00 - 7:00	Pool Parties by Reservation (6:30-8:30)	Learn 2 Swim	Learn 2 Swim	Learn 2 Swim		Learn 2 Swim	Pool Parties by Reservation (6:30-8:30)
7:00 - 8:00		Public Night Swim	Public Night Swim	Public Night Swim			
8:00 - 9:00							

(Session 1: Jun. 17th-28th)

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
9:00-10:00	Public Open Swim	Adult Lap Swim/Learn 2 Swim	Adult Lap Swim/Learn 2 Swim	Adult/Learn 2 Swim	Group Swim Reservations	Adult/Learn 2 Swim	Pool Parties by Reservation (10-12)		
10:00 - 11:00		Adult/Learn 2 Swim						Guard Workout	
11:00 - 12:00		Group Swim Reservations	Lunch	Group Swim Reservations					
12:00 - 1:00		Closed to the Public			Tranquil Swimming 11:30-12:30	Lunch		Lunch	
1:00 - 2:00	Public Open Swim		Public Open Swim	Public Open Swim					
2:00 - 3:00					Public Open Swim	Public Open Swim	Public Open Swim		
3:00 - 4:00								Public Open Swim	Public Open Swim
4:00 - 5:00		Public Open Swim							
5:00 - 6:00	Public Open Swim		Public Open Swim	Public Open Swim					
6:00 - 7:00					Pool Parties by Reservation (6:30-8:30)	Pre-school	Pool Parties by Reservation (6:30-8:30)		
7:00 - 8:00						Public Night Swim		Public Night Swim	
8:00 - 9:00									

North Asheboro Pool Schedule 2019

(Session 2: Jul. 8th-19th)

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
9:00-10:00		Adult Lap Swim/ Learn 2 Swim		Adult Lap Swim/Learn 2 Swim		Learn 2 Swim	Pool Parties by Reservation (10-12)
10:00 - 11:00		Group Swim Reservations	Group Swim Reservations	Group Swim Reservations			
11:00 - 12:00				Tranquil Swimming 11:30-12:30	Group Swim Reservations	Guard Workout	
12:00 - 1:00		Closed to the Public			Lunch	Lunch	Lunch
1:00 - 2:00	Public Open Swim			Public Open Swim	Public Open Swim	Public Open Swim	
2:00 - 3:00							
3:00 - 4:00							
4:00 - 5:00							
5:00 - 6:00	Public Open Swim	Private	Water Aerobics	Private	Public Night Swim	Pool Parties by Reservation (6:30-8:30)	
6:00 - 7:00							
7:00 - 8:00							
8:00 - 9:00	Pool Parties by Reservation (6:30-8:30)		Public Night Swim		Public Night Swim	Pool Parties by Reservation (6:30-8:30)	

Memorial Asheboro Pool Schedule 2019 (Session 2: Jul. 8th-19th)

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
9:00 - 10:00			ALS		ALS		
10:00 - 11:00							Pool Parties by Reservation (10-12)
11:00 - 12:00		Parent + Child/Adult	Lunch	Parent + Child/Adult	Lunch	Parent + Child/Adult	
12:00 - 1:00		Water Aerobics	Water Aerobics	Water Aerobics	Water Aerobics	Guard Workout	Adult
1:00 - 2:00	Public Open Swim	Public Open Swim	Public Open Swim	Public Open Swim	Closed to public		Public Open Swim
2:00 - 3:00							
3:00 - 4:00							
4:00 - 5:00							
5:00 - 6:00							
6:00 - 7:00	Pool Parties by Reservation (6:30-8:30)	Pre-School		Pre-School		Pool Parties by Reservation (6:30-8:30)	Pool Parties by Reservation (6:30-8:30)
7:00 - 8:00		Public Night Swim		Public Night Swim			
8:00 - 9:00							

North Asheboro Pool Schedule 2019

(Session 3: Jul. 22nd - Aug. 2nd)

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
9:00-10:00		Adult Lap Swim/Learn 2 Swim		Adult Lap Swim/Learn 2 Swim		Learn 2 Swim	Pool Parties by Reservation (10-12)
10:00 - 11:00		Adult Lap Swim/Parent + Child		Adult Lap Swim/Parent + Child		Parent + Child/ Learn 2 Swim	
11:00 - 12:00		Group Swim Reservations		Group Swim Reservations		Guard Workout	
12:00 - 1:00		Tranquil Swimming 11:30-12:30		Lunch	Lunch	Lunch	
1:00 - 2:00	Closed to the Public		Public Open Swim	Public Open Swim	Public Open Swim	Public Open Swim	Public Open Swim
2:00 - 3:00							
3:00 - 4:00							
4:00 - 5:00							
5:00 - 6:00	Public Open Swim	Closed to the Public	Public Open Swim	Public Open Swim	Public Open Swim	Public Open Swim	Public Open Swim
6:00 - 7:00							
7:00 - 8:00							
8:00 - 9:00							

Memorial Asheboro Pool Schedule 2019

(Session 3: Jul. 22nd - Aug. 2nd)

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
9:00 - 10:00			ALS		ALS		
10:00 - 11:00							
11:00 - 12:00		Private	Pre-school	Private	Pre-school	Private	Pool Parties by Reservation (10-12)
12:00 - 1:00		Water Aerobics	Water Aerobics	Water Aerobics	Water Aerobics	Guard Workout	Lunch
1:00 - 2:00	Public Open Swim	Public Open Swim	Public Open Swim	Public Open Swim	Closed to the Public	Public Open Swim	Public Open Swim
2:00 - 3:00							
3:00 - 4:00							
4:00 - 5:00							
5:00 - 6:00							
6:00 - 7:00	Pool Parties by Reservation (6:30-8:30)	Supper		Supper		Pool Parties by Reservation (6:30-8:30)	Pool Parties by Reservation (6:30-8:30)
7:00 - 8:00		Public Night Swim		Public Night Swim			
8:00 - 9:00							

ASHEBORO CULTURAL & RECREATION SERVICES
Schedule of Deposits, Fees, and Charges

Adopted:
Effective: April 1, 2019

*Denotes Proposed
Changes*

BASEBALL/SOFTBALL FIELD RENTAL	<i>Res Card Fees</i>	<i>Non-Resident Fees</i>
Rental per hour (no lights)	\$ 15.00	\$ 20.00
Rental per hour (with lights)	\$ 25.00	\$ 35.00
Tournament rentals		
One field facility (per weekend)	\$ 175.00	\$ 225.00
Two field facility (per weekend)	\$ 300.00	\$ 400.00
Concession Stand & Restrooms	\$ 50.00	\$ 65.00
Additional Field Preparation	\$ 45.00	\$ 60.00

DISC GOLF COURSE	<i>Res Card Fees</i>	<i>Non-Resident Fees</i>
Tournament Rental per Day (8 hours)	\$ 100.00	\$ 175.00

DOWNTOWN FARMERS' MARKET	<i>Applies to All</i>
Daily Fee - 1 space	\$ 5.00
Daily Fee - 2 spaces <i>(if granted by Market Manager)</i>	\$ 15.00

GOLF COURSE	<i>Res Card Fees</i>	<i>Non-Resident Fees</i>
Walking Only		
Any Day	\$ 8.00	\$ 10.00
Riding (9 holes) Includes Greens Fees		
Any Day	\$ 15.00	\$ 18.00
Riding (18 holes) Includes Greens Fees		
Any Day	\$ 21.00	\$ 25.00
Twilight (18 holes) After 3pm Daily. Includes cart & green fees.		
Weekday	\$ 16.00	\$ 20.00
Membership Rates		
Individual	\$ 365.00	\$ 465.00
Junior Summer (June - August)	\$ 75.00	\$ 125.00
Senior	\$ 290.00	\$ 390.00
Senior Couple	\$ 475.00	\$ 575.00
Family (Up to 4 at the same residence)	\$ 600.00	
Member Cart Fee		
Nine Holes	\$ 6.00	\$ 7.00
Eighteen Holes	\$ 11.00	\$ 13.00

LAKE LUCAS	<i>Res Card Fees</i>	<i>Non-Resident Fees</i>
Daily fishing permit	\$ 3.00	\$ 4.00
Annual fishing permit	\$ 35.00	\$ 50.00
Daily Canoe/Kayak rental	\$ 6.00	\$ 10.00
Daily Canoe/Kayak launch fee	\$ 2.50	\$ 3.50
Annual Canoe/Kayak launch fee	\$ 35.00	\$ 50.00
Daily Jon boat rental	\$ 8.00	\$ 12.00
Daily launch fee	\$ 7.00	\$ 9.50
Annual launch fee	\$ 100.00	\$ 135.00
Kayak rental spaces	\$ 60.00	\$ 85.00
Boat rental spaces	\$ 150.00	\$ 200.00

LAKE REESE	<i>Res Card Fees</i>	<i>Non-Resident Fees</i>
Daily launch fee	\$ 7.00	\$ 9.50
Daily Canoe/Kayak launch fee	\$ 2.50	\$ 3.50
Annual Canoe/Kayak launch fee	\$ 35.00	\$ 50.00
Annual launch fee	\$ 100.00	\$ 135.00
Daily duck hunting (per boat)	\$ 12.50	\$ 16.00

ROOM RENTAL	<i>Res Card Fees</i>	<i>Non-Resident Fees</i>
1 Hour	\$ 20.00	\$ 25.00
1/2 Day	\$ 60.00	\$ 75.00
Full Day	\$ 100.00	\$ 125.00

ROTARY PAVILION AT BICENTENNIAL PARK	<i>Res Card Fees</i>	<i>Non-Resident Fees</i>
Security Deposit (refundable)	\$ 75.00	\$ 75.00
Daily Rate	\$ 325.00	\$ 400.00
		<i>Applies to All</i>
Non-Profit / Government Rate		\$ 225.00

RUNNING / WALKING EVENTS	<i>Non-Profit Group Fees</i>	<i>Event Fees</i>
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 (Any course that is not listed above)	\$ 525.00	\$ 700.00

* All Non-Conforming Courses must receive City staff approval.

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

SHELTER RENTAL	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
Eastside, Frazier, Kiwanis, Lake Lucas, Memorial Lower, North Asheboro Park		
1/2 Day: 10am - 3pm or 3:30pm - Dark	\$ 10.00	\$ 20.00
Full Day	\$ 20.00	\$ 40.00
Memorial Park Upper		
1/2 Day: 10am - 3pm or 3:30pm - Dark	\$ 18.00	\$ 35.00
Full Day	\$ 35.00	\$ 70.00

SKATE PARK	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
Daily Admission	\$ 1.00	\$ 2.00
15 Admission Pass	\$ 10.00	\$ 25.00
1 Year Unlimited Pass	\$ 150.00	\$ 300.00

SUNSET THEATER	<i>Applies to All</i>	
Security Deposit	\$	100.00
Dark / Rehearsal (Multi day use, 4 hour max)	\$	60.00
General Meeting / Party Rental (4 hour max)	\$	100.00
Non-Profit / Government / School Group (Single day use, 8 hour max)	\$	175.00
Private Event (8 hour max)	\$	300.00
Commercial / For Profit (8 hour max)	\$	450.00

SWIMMING POOLS	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
	<i>Applies to All</i>	
Public Swim (day)		
2-years-old & under (with paying adult)	No Fee	No Fee
3-years-old and above	\$ 2.50	\$ 3.25
2 years old & under (with paying adult)		Free
3 years old and above		\$ 3.00
Public Swim (night)		
2-years-old & under (with paying adult)	No Fee	No Fee
3-years-old and above	\$ 2.00	\$ 2.75
2 years old & under (with paying adult)		Free
3 years old and above		\$ 2.00
Public Lap Swim	\$ 1.00	\$ 1.75
Public Lap Swim		\$ 2.00
Lifeguard Training Class		\$ 225.00

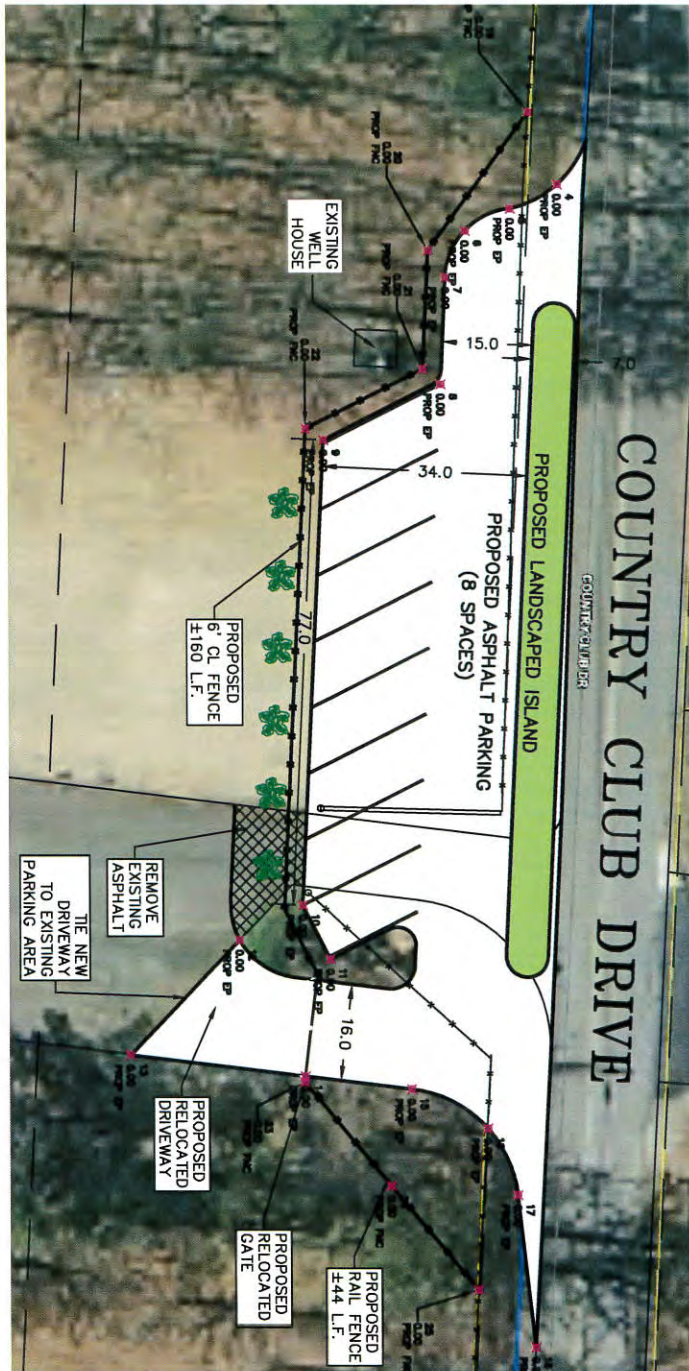
	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
Public Senior Swim	\$ 1.00	\$ 1.75
Public Senior Swim	Free	\$ 1.00
Swimming Lessons (group)	\$ 25.00	\$ 30.00
Swimming Lessons (private)	\$ 50.00	\$ 60.00
Swim Pass (15 admissions)	\$ 30.00	\$ 40.00
Groups (15+)	\$ 2.00	\$ 3.75
*Pool Rental (0 - 50 people for 2 hours) Includes 1 Manager & 2 Lifeguards	\$ 150.00	\$ 225.00
*Pool Rental (0 - 50 people for 3 hours) Includes 1 Manager & 2 Lifeguards	\$ 225.00	\$ 300.00
*Each Additional Lifeguard *If party attendance exceeds 50 people, 1 additional lifeguard is REQUIRED for every 25 additional people	\$ 30.00	\$ 30.00

TENNIS CENTER	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
Lights per hour per court	\$ 3.00	\$ 4.00

YOUTH SPORTS FEES	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
Registration Fee	\$ 30.00	\$ 50.00
Late Registration Fee	\$ 10.00	\$ 10.00

Late Registration applies to all registration forms received after the advertised registration deadline.

Participants who reside within the City Limits of Asheboro must obtain a Rec Card in order to receive the Rec Card Rate.



CONSTRUCTION NOTES

Total Paved Area = 5,100 Sq. Ft.
Pavement Depth = 3 inches (2" binder, 1" top)
ABC Stone Depth = 8 inches

PROPOSED PARKING IMPROVEMENTS COUNTRY CLUB DRIVE AT MUNICIPAL GOLF COURSE

CITY OF ASHEBORO
ENGINEERING DEPARTMENT
146 NORTH CHURCH STREET
ASHEBORO, NORTH CAROLINA

Scale	
Horizontal	1" = 20'
Vertical	1" = 10'
Date	02/01/2018
Drawn By:	JS
Checked By:	
Disk No.	
Drawing No.	Off Street
Job No.	18-002
Sheet No.	1 OF 1

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**APPROVAL OF TWO LEASE AGREEMENTS WITH NORFOLK
SOUTHERN RAILWAY COMPANY PERTAINING TO REAL
PROPERTY IN DOWNTOWN ASHEBORO AND AT
THE MUNICIPAL GOLF COURSE**

WHEREAS, the city currently leases from Norfolk Southern Railway Company (the "Railroad") approximately 2.27 acres of land at Milepost M 28.00 (this land is used for Bicentennial Park and a downtown parking lot; this real property will be hereafter referred to as the "Park Property") and approximately 9,000 square feet of land at Milepost M 29.25 (this land is used for the municipal golf course; this real property will be hereafter referred to as the "Golf Course Property"); and

WHEREAS, the Railroad's property management system has flagged the Park Property and the Golf Course Property for a periodic review; and

WHEREAS, this review has resulted in the Railroad updating the lease terms, including the rental rate, that must be satisfied if the city is to continue its lease of the above-described properties; and

WHEREAS, the new lease agreement for the Park Property is attached to this Resolution as ATTACHMENT A, which is hereby incorporated into this Resolution by reference as if copied fully herein, and the new lease agreement for the Golf Course Property is attached to this Resolution as ATTACHMENT B, which is also incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the Park Property and the Golf Course Property continue to serve significant public purposes by contributing to an enhanced quality of life for Asheboro's citizens.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the new lease agreements with the Railroad for the Park Property and the Golf Course Property are hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that Mayor David H. Smith, City Manager John N. Ogburn, III, Finance Director Deborah P. Reaves, and City Clerk Holly H. Doerr are hereby authorized to execute on behalf of the city the documents necessary to implement the approved lease agreements so long as the executed legal instruments are consistent with the material terms found in ATTACHMENT A and ATTACHMENT B.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of March, 2019.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

ATTACHMENT A



Activity Number 1268033

LEASE AGREEMENT

THIS LEASE is made as of the _____ day of _____, _____ by and between **NORFOLK SOUTHERN RAILWAY COMPANY** a Virginia corporation (the "**Landlord**") and **CITY OF ASHEBORO**, a North Carolina government entity (the "**Tenant**").

1. Premises; Use. For and in consideration of the agreements set forth herein, to be paid, kept and performed by Tenant, Landlord hereby leases and rents to Tenant, insofar as its right, title and interest in the Premises enables it to do so, that certain real property located at Milepost **M 28.00** in **Asheboro, Randolph County, North Carolina**, having an area of **2.27 acres**, more or less, the location and dimensions of which are substantially shown on print of Drawing No. **1268033** dated **2/15/2019**, hereunto annexed as **Exhibit "A"** attached hereto (the "**Land**"), together with all improvements thereon (the "**Improvements**"). The Land and the Improvements are collectively referred to herein as the "**Premises**". This Lease is subject to all encumbrances, easements, conditions, covenants and restrictions, whether or not of record.

The Premises shall be used for maintain the tenant owned parking lot, stage, park and beautification purposes and no other purpose. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. No smoking is permitted in or about the Premises. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.

The terms and conditions of the Rider, if any, attached hereto as **Exhibit "B"** are incorporated herein by this reference. In the event of an inconsistency between the terms hereof and the terms of the Rider, the terms of the Rider shall prevail.

2. Term. To have and to hold for a term beginning on June 1, 2019, and continuing thereafter on a periodic basis. In addition to any termination rights that the parties may have hereunder, either party may terminate this Lease for any reason by giving the other party not less than thirty (30) days' notice of such termination. Any such termination pursuant to the preceding sentence shall not relieve Tenant from satisfying and performing all of its obligations hereunder (including, but not limited to, the payment of rental) through the date of such termination and shall not relieve either party from performing any obligation that, pursuant to the terms of the Lease, survives the termination of the Lease.

3. Base Rental. Commencing on June 1, 2020 (the "**Rental Commencement Date**") and thereafter on each anniversary thereof during the term of this Lease, Tenant shall pay to Landlord, without offset, abatement or demand, initial base rental of **SEVEN THOUSAND AND NO/00 DOLLARS (\$7,000.00)**. The amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "**Index**") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or

revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The "**Adjustment Date**" shall mean the first anniversary of the Rental Commencement Date and each anniversary thereof during the term of this Lease. The Index published nearest to the Rental Commencement Date shall be the "**Base Index**". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "**Adjustment Index**". On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under this Lease at the Rental Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

Base rental shall be due in advance. Except in the event of default, base rental for any partial rental periods shall be prorated. The acceptance by Landlord of base rental shall not constitute a waiver of any of Landlord's rights or remedies under this Lease. All payments of base rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Landlord at Mail Code 5629, P.O. Box 105046, Atlanta, Georgia 30348-5046, or such other address as Landlord may designate in any invoice delivered to Tenant. Prior to or simultaneously with Tenant's execution of this Lease, Tenant has paid to Landlord (a) a non-refundable, application fee in the amount of \$500.00, and (b) the first installment of base rental due hereunder. In the event Tenant fails to pay base rental or any other payment called for under this Lease on or before the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%).

4. Taxes. See Rider.

5. Utilities. Landlord shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Tenant shall place any and all utility and service related bills in its name and shall timely pay the same, along with all assessments or other governmental fees or charges pertaining to the Premises, including without limitation those related to stormwater. If Tenant does not pay same, Landlord may (but shall not be obligated to) pay the same, including any and all late fees and penalties, and such payment shall be added to and treated as additional rental of the Premises.

6. Maintenance and Repairs. Tenant, at its sole cost, shall keep and maintain all of the Premises (including, but not limited to, all structural and non-structural components thereof and all systems) in good order and repair (including replacements) and shall keep the Premises free of pests and rodents. Tenant hereby waives (a) any rights at law or in equity to require Landlord to perform any repair, replacement or maintenance to the Premises, and (b) any right to abate rental or terminate this Lease due to the failure by Landlord to perform any repairs, replacements or maintenance. Tenant shall not create any lien, charge or encumbrance upon the Premises, and Tenant shall promptly remove or bond over any such lien, charge or encumbrance.

7. Modifications and Alterations to the Premises. Tenant shall make no modifications, alterations or improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any modifications or alterations consented to by Landlord shall be completed in a good, workmanlike and lien-free manner, in accordance with all applicable laws, codes, regulations and ordinances and by contractors approved by Landlord. Tenant may

remove any moveable equipment or trade fixtures owned by Tenant during the term of this Lease, provided that any damage caused by such removal shall be repaired by Tenant in a manner acceptable to Landlord.

8. Return of Premises. At the expiration or prior termination of this Lease, Tenant shall remove all of its moveable equipment and trade fixtures and repair any or all alterations made to the Premises. Upon Landlord's request, Tenant shall promptly and with due care remove any or all of the improvements located on the Premises. Tenant shall immediately repair, in a manner acceptable to Landlord, any damage arising out of any such removal or repair. Tenant shall also return the Premises, including the subsurface, in as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant, normal wear and tear excepted, and free from holes, obstructions, debris, wastes, or contamination of any kind. Tenant agrees that any improvements not removed from the Premises that are owned by Tenant may be deemed the property of Landlord at Landlord's option. Failure to comply with this Paragraph 8 will constitute holding over by Tenant.

If Tenant fails to restore the Premises, including removal of the improvements, as provided herein prior to the date Tenant is required to vacate the Premises or as otherwise requested by Landlord, then Landlord may, at Landlord's option, but at the sole cost and expense of Tenant, remove or arrange to remove all such property, improvements, obstructions, debris, waste, and contamination, and restore or arrange to restore both the surface and the subsurface of the Premises to as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant. Promptly upon bill rendered by Landlord, Tenant shall pay to Landlord the total cost of such removal and restoration, including, but not limited to, the cost of cleaning up and removing any contaminated soil or water.

9. Destruction of or Damage to Premises. If all or substantially all of the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. In the event of such termination, rental shall be prorated and paid up to the date of such casualty. In no event shall Tenant have any right to terminate this Lease if the casualty in question was caused or contributed to by Tenant, its agents, employees, contractors or invitees.

10. Indemnity. Except for damage caused solely by Landlord's negligence, and to the fullest extent permitted by applicable laws, Tenant agrees to indemnify, defend and save harmless Landlord, Landlord's parent companies, subsidiaries, affiliates, lessors, licensors, and subsidiaries of parent companies (collectively the "**Landlord Related Entities**") and Landlord's and Landlord's Related Entities' officers, directors, members, shareholders, lenders, agents and employees (collectively the "**Landlord Entities**") against all claims (including but not limited to claims for bodily injury, death or property damage), economic losses, liabilities, costs, injuries, damages, actions, mechanic's liens, losses and expenses (including but not limited to reasonable attorney's fees and costs) to whomsoever, including, but not limited to, Tenant's agents, workmen, servants or employees, or whatsoever occurring (collectively, "**Claims**") arising out of or relating to Tenant's use or occupancy of the Premises. To the fullest extent permitted by applicable laws, Tenant hereby waives and releases the Landlord Entities from any Claims (including but not limited to Claims relating to interruptions in services) arising out of or relating in any way to the Tenant's use or occupancy of the Premises.

11. Governmental Orders. Tenant agrees, at its own expense, to comply with all laws, orders, regulations, ordinances or restrictions applicable by reason of Tenant's use or occupancy of the Premises or operation of its business.

12. Condemnation. If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Landlord and Tenant as of such date. All condemnation awards shall belong to Landlord; provided, however, and to the extent permitted under applicable law, Tenant shall be entitled to file a separate claim against the condemning authority for loss of its personal property and moving expenses so long as the filing of such claim does not affect or reduce Landlord's claim as to such awards or proceeds.

13. Assignment. Tenant may not assign this Lease or any interest thereunder or sublet the Premises in whole or in part or allow all or a portion of the Premises to be used by a third party without the prior written consent of Landlord. If Tenant is a corporation, partnership, limited liability company or other entity, the transfer of more than fifty percent (50%) of the ownership interests of Tenant or the transfer of a lesser percentage which results in a transfer of control of Tenant (WHICH INCLUDES, WITHOUT LIMITATION, TRANSACTIONS IN WHICH TENANT SELLS ITS BUSINESS, SELLS ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF ITS BUSINESS OR MERGES OR CONSOLIDATES WITH ANOTHER ENTITY), whether in one transaction or a series of related transactions, shall constitute an assignment for purposes of this Lease. All requests for an assignment or sublease shall be accompanied by a copy of the proposed assignment or sublease agreement and an administrative fee in the amount of \$750.00. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder. No such assignment or sublease nor any subsequent amendment of the Lease shall release Tenant or any guarantor of Tenant's obligations hereunder. If any such subtenant or assignee pays rental in excess of the rental due hereunder or if Tenant receives any other consideration on account of any such assignment or sublease, Tenant shall pay to Landlord, as additional rent, one-half of such excess rental or other consideration upon the receipt thereof. Any assignment or sublease made in violation of this Paragraph 13 shall be void and shall constitute a default hereunder.

14. Environmental. Tenant covenants that neither Tenant, nor any of its agents, employees, contractors or invitees shall cause or permit any aboveground or underground storage tanks or associated piping (collectively "**Tanks**") to be located on or under the Premises or any Hazardous Materials (as hereinafter defined) to be stored, handled, treated, released or brought upon or disposed of on the Premises. Tenant shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety (collectively "**Environmental Laws**"). Tenant shall not under any circumstance dispose of trash, debris or wastes on the Premises and will not conduct any activities on the Premises which require a hazardous waste treatment, storage or disposal permit. As used herein, the term "**Hazardous Materials**" means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq., or the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq. (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq. Tenant shall indemnify, defend and hold the Landlord Entities harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultant's fees, experts' fees, attorney's fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (1) the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises from and after the date of this Lease or (2) the violation by Tenant of any provision of any Environmental Laws. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenants set forth in this Paragraph 14 have been violated by Tenant,

Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rental, within thirty (30) days after demand therefor by Landlord. Landlord has the right to enter the Premises at all reasonable times for purposes of inspecting the Premises in order to evaluate Tenant's compliance with the covenants of this Paragraph 14. In the event Tenant delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to Tanks or Hazardous Materials in, on or about the Premises, Tenant shall immediately send to Landlord a copy of such notices or materials. Tenant shall also provide Landlord with a detailed report relating to any release of a Hazardous Material in, on or about the Premises whenever such release is required to be reported to governmental authorities pursuant to the Environmental Laws. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to cause to be performed such environmental studies of the Premises by an environmental consultant as are necessary to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises during the term of this Lease in violation of the terms hereof. If any such study reveals any violation of this Lease, Tenant shall promptly reimburse Landlord for the costs of such studies and Tenant shall immediately undertake a further investigation, if necessary, and remediation of such contamination. Landlord may undertake such investigation and remediation if Tenant fails to do so within a reasonable time frame, in which case Tenant shall promptly reimburse Landlord for the cost of same within thirty (30) days after demand therefore by Landlord. The obligations of this Paragraph 13 shall survive the expiration or earlier termination of this Lease.

15. Default; Remedies. In the event (i) any payment of rental or other sum due hereunder is not paid within ten (10) days after the due date thereof; (ii) the Premises shall be deserted or vacated; (iii) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than an obligation requiring the payment of rental or other sums hereunder, and shall not cure such failure within twenty (20) days after notice to the Tenant of such failure to comply; (iv) Tenant shall attempt to violate or violate Paragraph 13 above; or (v) Tenant or any guarantor shall file a petition under any applicable federal or state bankruptcy or insolvency law or have any involuntary petition filed thereunder against it, then Landlord, in addition to any remedy available at law or in equity, shall have the option to do any one or more of the following:

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to indemnify the Landlord Entities for all loss, damage and expense which Landlord may suffer by reason of such termination.
- (b) Without terminating this Lease, terminate Tenant's right of possession, whereupon rental shall continue to accrue and be owed by Tenant hereunder. Thereafter, at Landlord's option, Landlord may enter upon and relet all or a portion of the Premises (or relet the Premises together with any additional space) for a term longer or shorter than the remaining term hereunder and otherwise on terms satisfactory to Landlord. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rental hereunder and all net sums received by Landlord on account of such reletting (after deducting all costs incurred by Landlord in connection with any such reletting, including without limitation, tenant improvement costs, brokerage commissions and attorney's fees).
- (c) Pursue a dispossessory, eviction or other similar action against Tenant, in which event Tenant shall remain liable for all amounts owed hereunder, including amounts accruing hereunder from and after the date that a writ of possession is issued.

(d) Perform any unperformed obligation of Tenant, including, but not limited to, cleaning up any trash, debris or property remaining in or about the Premises upon the expiration or earlier termination of this Lease. Any sums expended by Landlord shall be repaid by Tenant, as additional rent, within ten (10) days after demand therefor by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies available at law or in equity. Tenant agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees and consultant's fees, incurred by Landlord in connection with enforcing the performance of any of the provisions of this Lease, whether suit is actually filed or not. Acceptance of rental or any other sums paid by Tenant shall not constitute the waiver by Landlord of any of the terms of this Lease or any default by Tenant hereunder. Landlord shall not be required to mitigate damages, and the parties intend to waive any burden that applicable law may impose on Landlord to mitigate damages; provided, however, if applicable law nevertheless requires Landlord to mitigate damages then (i) Landlord shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for leasing; (ii) Landlord shall not be obligated to expend any efforts or any monies beyond those Landlord would expend in the ordinary course of leasing space; and (iii) in evaluating a prospective reletting of the Premises, the term, rental, use and the reputation, experience and financial standing of prospective tenants are factors which Landlord may properly consider.

16. Signs; Entry by Landlord. Landlord may place "For Lease" signs upon the Premises one hundred twenty (120) days before the termination of this Lease and may place "For Sale" signs upon the Premises at any time. Landlord may enter the Premises with prior notice to Tenant at reasonable hours during the term of this Lease (a) to show the same to prospective purchasers or tenants, (b) to make repairs to Landlord's adjoining property, if any, (c) to inspect the Premises in order to evaluate Tenant's compliance with the covenants set forth in this Lease, or (d) to perform activities otherwise permitted or contemplated hereby.

17. No Estate in Land. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; Tenant's interest is not assignable by Tenant except as provided in Paragraph 13, above.

18. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof with Landlord's written consent, Tenant shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the base rental shall become two times the then current base rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Tenant waives any right that it may have to additional notice pursuant to applicable law. If Tenant remains in possession of the Premises after the expiration of the term hereof without Landlord's written consent, Tenant shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Landlord any damages resulting from such holdover, Tenant shall pay base rental at the rate of three times the then current base rental. In such circumstance, acceptance of base rental by Landlord shall not constitute consent or agreement by Landlord to Tenant's holding over and shall not waive Landlord's right to evict Tenant immediately.

19. Notices. Any notice given pursuant to this Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Landlord: c/o Director Real Estate, Norfolk Southern Corporation, 1200 Peachtree Street, NE – 12th Floor, Atlanta, Georgia 30309-3579, or at such other address as Landlord may designate in writing to Tenant.

(b) Tenant: c/o City Manager, City Of Asheboro, 146 North Church St., PO Box 1106, Asheboro, NC 27204-1106, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

20. Track Clearance. Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Landlord, Tenant shall assume sole responsibility for and shall indemnify, save harmless and defend the Landlord Entities from and against all claims, actions or legal proceedings arising, in whole or in part, from the conduct of Tenant's operations, or the placement of Tenant's fixtures, equipment or other property, within twenty-five feet (25') of Landlord's tracks, if any, located on or adjacent to the Premises. In this connection it is specifically understood that knowledge on the part of Landlord of a violation of the foregoing clearance requirement, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve Tenant of its obligations to indemnify the Landlord Entities for losses and claims resulting from any such violation.

21. Brokerage. Landlord and Tenant hereby covenant and agree to indemnify and hold the other harmless from and against any and all loss, liability, damage, claim, judgment, cost and expense (including without limitation attorney's fees and litigation costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under the indemnifying party, whether or not such claim is valid.

22. Tenant's Insurance. Tenant shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Landlord, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$2,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Tenant's contractual liability hereunder, (c) cover Tenant and Landlord for liability arising out of work performed by any third parties for Tenant in or about the Premises, (d) name the Landlord Entities as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Landlord. Any property insurance maintained by Tenant on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Landlord. Tenant shall deliver certificates of insurance evidencing the insurance required hereinabove to Landlord simultaneously with the execution of this Lease by Tenant, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Landlord. If Tenant fails to obtain the necessary coverages, Landlord may do so at Tenant's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Landlord's Risk Management Department, Three Commercial Place, Norfolk, Virginia 23510, simultaneously with the execution of this Lease by Tenant. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Tenant hereunder and shall not waive Landlord's right to seek a full recovery from Tenant.

23. Rent Increase Notice. In addition to the rights set forth in Article 15 above, but no sooner than one (1) year after the date of this Lease, Landlord shall have the right, from time to time, to send Tenant a rent increase notice in a form substantially similar to that attached hereto as Exhibit "C" and made a part hereof. If Tenant either agrees to such rent increase or elects to remain on the Premises

beyond the stated termination date in the rent increase notice, then such increase shall take effect in the manner prescribed in Tenant's rent increase notice without the need for any further documentation.

24. Joint and Several. If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

25. No Warranties; Entire Agreement. TENANT ACCEPTS THE PREMISES "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ALL CLAIMS FOR ECONOMIC LOSSES AND ALL OTHER DAMAGE OF ANY NATURE WHATSOEVER ACCRUING TO TENANT, INCLUDING, BUT NOT LIMITED TO THE VALUE OF ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS OF TENANT UPON THE PREMISES, RESULTING FROM OR ARISING BY REASON OF ANY DEFICIENCY, INSUFFICIENCY OR FAILURE OF TITLE OF LANDLORD. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AS TO THE PREMISES, AND NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES, NOT EMBODIED HEREIN, SHALL BE OF ANY FORCE OR EFFECT.

26. Survival. The provisions of Paragraphs 7, 8, 10, 14, 18 and 21 shall survive the expiration or earlier termination of this Lease.

27. Miscellaneous. Knowledge on the part of Landlord or any employee, agent or representative of Landlord of any violation of any of the terms of this Lease by Tenant shall constitute neither negligence nor consent on the part of Landlord, and shall in no event relieve Tenant of any of the responsibilities and obligations assumed by Tenant in this Lease. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Subject to the terms of Paragraph 13 above, this Lease shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Landlord and Tenant. If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those which or to which used may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease. Neither party shall be bound hereunder until such time as both parties have signed this Lease. This Lease shall be governed by the laws of the State or Commonwealth in which the Premises are located.

28. Signature. The parties agree that if an authorized officer of a party fully signs this Agreement in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Agreement, and, upon full execution of the Agreement by all parties, shall create a legally binding Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, effective the day and year first above written.

Witness: As to Landlord

Signature
Name: _____

Witness: As to Landlord

Signature
Name: _____

LANDLORD:

NORFOLK SOUTHERN RAILWAY COMPANY
a Virginia corporation

By: _____
Name: _____
Title: _____

Date of Landlord Signature: _____

[SEAL]

Witness: As to Tenant

Signature
Name: _____

Witness: As to Tenant

Signature
Name: _____

TENANT:

CITY OF ASHEBORO
a North Carolina government entity

By: _____
Name: _____
Title: _____

Date of Tenant Signature: _____

[SEAL]

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

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



NORFOLK SOUTHERN RAILWAY COMPANY
Real Estate Department

Landlord:	Norfolk Southern Railway Company Lat: 35.704576; Long: -79.815423	
Location:	Asheboro, Randolph County, North Carolina	
Tenant:	City of Asheboro	
Area:	98,955 s/f (+/-)	
Maps:	Val Sec. 29, Map No. 7, Par 12 - 20	Milepost: M 28
Activity No:	1268033	Exhibit A
Date:	2/25/2019	Not To Scale



EXHIBIT B

RIDER TO LEASE AGREEMENT BY AND BETWEEN THE NORFOLK SOUTHERN RAILWAY COMPANY, AS LANDLORD, AND CITY OF ASHEBORO, AS TENANT

This rider is attached to and made a part of the referenced Lease Agreement. In the event of an inconsistency between the terms of this Rider and the terms of the Lease agreement, the terms of this Rider shall control.

1. Supersede and Cancel. This Lease hereby supersedes and cancels, as of the effective date hereof, the Lease dated August 29, 2000, as amended, between *NORFOLK SOUTHERN RAILWAY COMPANY* (Company) and *CITY OF ASHEBORO* (Licensee) concerning the use of 98,955 square feet of property, more or less, at Asheboro, Randolph County, North Carolina. (Custodian No. 143338; Billing ID: 100732/ 21341)

Notwithstanding said superseding and cancelling of said agreement, Landlord reserves and retains any and all rights with regard to any liabilities that have accrued under the terms of said agreement prior to the Effective date of this Agreement.

2. Tenant-Owned Improvements. Tenant shall have the right to use and maintain the existing Tenant-Owned parking lot, sidewalks, stage, and landscaping (the "Tenant-Owned Improvements") located upon the Premises. Said Tenant-Owned Improvements shall not become fixtures upon the realty, but shall remain the property of Tenant and shall be removed from the Premises upon termination or expiration of the Lease.

3. Waiver of Application Fee. The \$500.00 application fee described in paragraph 3 of this Lease is hereby waived by Landlord.

4. Landlord Pays Taxes. Landlord shall pay all real estate taxes and assessments (regular or special) pertaining to the Premises on or before the date the same become delinquent. Notwithstanding the foregoing, Tenant shall be responsible for any taxes or assessments imposed upon or assessed against Tenant's personal property, and Tenant shall pay and be liable for all rental, sales and use taxes, and other similar taxes, if any, levied or imposed by any city, state, county or other governmental authority (including any rental tax). Such payments shall be paid concurrently with the payment of base rental or other sum due hereunder upon which the tax is based. If Landlord pays any taxes or assessments which are Tenants responsibility under this Paragraph, Tenant shall reimburse Landlord within ten (10) days after Tenant's receipt of paid invoices for such taxes and assessments.

EXHIBIT C

SAMPLE LETTER

Date _____
Activity Number _____

UPS GROUND

Mr. John Q. Tenant
XYZ Company
12345 Main Street
Anytown, State USA

RE: Anytown, County, State – Lease dated _____ between Norfolk Southern Railway Company (“Landlord”) and XYZ Company (“Tenant”) covering real property.

Dear Mr. Tenant:

Norfolk Southern Corporation is currently conducting a review of property value and rent structure for all real estate leases for its subsidiaries (including Landlord). Review of the captioned Lease indicates the current rent is below market value. While we endeavor to keep the rent reasonable, it has become necessary to make some adjustments. Therefore, we find it necessary to amend the Lease as follows:

1. The current rent will be increased from \$ _____ to \$ _____, effective “date in the future” (“the Commencement Date”), payable in advance, as provided in the Lease.
2. Hereafter, on each anniversary of the Commencement Date, the rent will be changed by the same percentage change as reflected in the “Consumer Price Index for All Urban Consumers (CPI_U) (1982-1984=100) U. S. City Average, All Items: compiled by the Bureau of Labor Statistics of the United States Department of Labor (the “Index”). In no event, however, will the adjusted rent be less than the rent of the immediately preceding year.

All other terms and conditions of the Lease will remain unchanged and in full force and effect.

Landlord will regard your remaining on the property after the above Commencement Date as your acknowledgment and acceptance of the rental increase and agreement that the Lease is amended.

If you have any questions or no longer wish to lease this property, please provide written notice to this office within thirty (30) days from the date of this letter. If termination is necessary, Tenant will be required to vacate, remove any Tenant-owned improvements from the property, and otherwise act in accordance with the Lease.

We appreciate having you as a Tenant and hope you will continue to lease this property.

Sincerely,

/s/
John Q. Agent

ATTACHMENT B



Activity Number 1269099

LEASE AGREEMENT

THIS LEASE is made as of the _____ day of _____, _____ by and between **NORFOLK SOUTHERN RAILWAY COMPANY** a Virginia corporation (the "**Landlord**") and **CITY OF ASHEBORO**, a North Carolina government entity (the "**Tenant**").

1. Premises; Use. For and in consideration of the agreements set forth herein, to be paid, kept and performed by Tenant, Landlord hereby leases and rents to Tenant, insofar as its right, title and interest in the Premises enables it to do so, that certain real property located at Milepost **M 29.25** in **Asheboro, Randolph County, North Carolina**, having an area of **9,000 square feet**, more or less, the location and dimensions of which are substantially shown on print of Drawing No. **1269099** dated **3/4/2019**, hereunto annexed as **Exhibit "A"** attached hereto (the "**Land**"), together with all improvements thereon (the "**Improvements**"). The Land and the Improvements are collectively referred to herein as the "**Premises**". This Lease is subject to all encumbrances, easements, conditions, covenants and restrictions, whether or not of record.

The Premises shall be used for **maintaining a fence and a portion of a golf course which includes a sand trap, cart path, bench, trashcan and course signage**, and for no other purpose. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. No smoking is permitted in or about the Premises. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.

The terms and conditions of the Rider, if any, attached hereto as **Exhibit "B"** are incorporated herein by this reference. In the event of an inconsistency between the terms hereof and the terms of the Rider, the terms of the Rider shall prevail.

2. Term. To have and to hold for a term beginning on **December 1, 2019**, and continuing thereafter on a periodic basis. In addition to any termination rights that the parties may have hereunder, either party may terminate this Lease for any reason by giving the other party not less than thirty (30) days' notice of such termination. Any such termination pursuant to the preceding sentence shall not relieve Tenant from satisfying and performing all of its obligations hereunder (including, but not limited to, the payment of rental) through the date of such termination and shall not relieve either party from performing any obligation that, pursuant to the terms of the Lease, survives the termination of the Lease.

3. Base Rental. Commencing on **Decemebr 1, 2019** (the "**Rental Commencement Date**") and thereafter on each anniversary thereof during the term of this Lease, Tenant shall pay to Landlord, without offset, abatement or demand, initial base rental of **SEVEN HUNDRED FIFTY AND NO/00 DOLLARS (\$750.00)**. The amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "**Index**") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the

term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The "**Adjustment Date**" shall mean the first anniversary of the Rental Commencement Date and each anniversary thereof during the term of this Lease. The Index published nearest to the Rental Commencement Date shall be the "**Base Index**". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "**Adjustment Index**". On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under this Lease at the Rental Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

Base rental shall be due in advance. Except in the event of default, base rental for any partial rental periods shall be prorated. The acceptance by Landlord of base rental shall not constitute a waiver of any of Landlord's rights or remedies under this Lease. All payments of base rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Landlord at Mail Code 5629, P.O. Box 105046, Atlanta, Georgia 30348-5046, or such other address as Landlord may designate in any invoice delivered to Tenant. Prior to or simultaneously with Tenant's execution of this Lease, Tenant has paid to Landlord (a) a non-refundable, application fee in the amount of \$500.00, and (b) the first installment of base rental due hereunder. In the event Tenant fails to pay base rental or any other payment called for under this Lease on or before the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%).

4. Taxes. See Rider.

5. Utilities. Landlord shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Tenant shall place any and all utility and service related bills in its name and shall timely pay the same, along with all assessments or other governmental fees or charges pertaining to the Premises, including without limitation those related to stormwater. If Tenant does not pay same, Landlord may (but shall not be obligated to) pay the same, including any and all late fees and penalties, and such payment shall be added to and treated as additional rental of the Premises.

6. Maintenance and Repairs. Tenant, at its sole cost, shall keep and maintain all of the Premises (including, but not limited to, all structural and non-structural components thereof and all systems) in good order and repair (including replacements) and shall keep the Premises free of pests and rodents. Tenant hereby waives (a) any rights at law or in equity to require Landlord to perform any repair, replacement or maintenance to the Premises, and (b) any right to abate rental or terminate this Lease due to the failure by Landlord to perform any repairs, replacements or maintenance. Tenant shall not create any lien, charge or encumbrance upon the Premises, and Tenant shall promptly remove or bond over any such lien, charge or encumbrance.

7. Modifications and Alterations to the Premises. Tenant shall make no modifications, alterations or improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any modifications or alterations consented to by Landlord shall be completed in a good, workmanlike and lien-free manner, in accordance with all

applicable laws, codes, regulations and ordinances and by contractors approved by Landlord. Tenant may remove any moveable equipment or trade fixtures owned by Tenant during the term of this Lease, provided that any damage caused by such removal shall be repaired by Tenant in a manner acceptable to Landlord.

8. Return of Premises. At the expiration or prior termination of this Lease, Tenant shall remove all of its moveable equipment and trade fixtures and repair any or all alterations made to the Premises. Upon Landlord's request, Tenant shall promptly and with due care remove any or all of the improvements located on the Premises. Tenant shall immediately repair, in a manner acceptable to Landlord, any damage arising out of any such removal or repair. Tenant shall also return the Premises, including the subsurface, in as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant, normal wear and tear excepted, and free from holes, obstructions, debris, wastes, or contamination of any kind. Tenant agrees that any improvements not removed from the Premises that are owned by Tenant may be deemed the property of Landlord at Landlord's option. Failure to comply with this Paragraph 8 will constitute holding over by Tenant.

If Tenant fails to restore the Premises, including removal of the improvements, as provided herein prior to the date Tenant is required to vacate the Premises or as otherwise requested by Landlord, then Landlord may, at Landlord's option, but at the sole cost and expense of Tenant, remove or arrange to remove all such property, improvements, obstructions, debris, waste, and contamination, and restore or arrange to restore both the surface and the subsurface of the Premises to as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant. Promptly upon bill rendered by Landlord, Tenant shall pay to Landlord the total cost of such removal and restoration, including, but not limited to, the cost of cleaning up and removing any contaminated soil or water.

9. Destruction of or Damage to Premises. If all or substantially all of the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. In the event of such termination, rental shall be prorated and paid up to the date of such casualty. In no event shall Tenant have any right to terminate this Lease if the casualty in question was caused or contributed to by Tenant, its agents, employees, contractors or invitees.

10. Indemnity. Except for damage caused solely by Landlord's negligence, and to the fullest extent permitted by applicable laws, Tenant agrees to indemnify, defend and save harmless Landlord, Landlord's parent companies, subsidiaries, affiliates, lessors, licensors, and subsidiaries of parent companies (collectively the "**Landlord Related Entities**") and Landlord's and Landlord's Related Entities' officers, directors, members, shareholders, lenders, agents and employees (collectively the "**Landlord Entities**") against all claims (including but not limited to claims for bodily injury, death or property damage), economic losses, liabilities, costs, injuries, damages, actions, mechanic's liens, losses and expenses (including but not limited to reasonable attorney's fees and costs) to whomsoever, including, but not limited to, Tenant's agents, workmen, servants or employees, or whatsoever occurring (collectively, "**Claims**") arising out of or relating to Tenant's use or occupancy of the Premises. To the fullest extent permitted by applicable laws, Tenant hereby waives and releases the Landlord Entities from any Claims (including but not limited to Claims relating to interruptions in services) arising out of or relating in any way to the Tenant's use or occupancy of the Premises.

11. Governmental Orders. Tenant agrees, at its own expense, to comply with all laws, orders, regulations, ordinances or restrictions applicable by reason of Tenant's use or occupancy of the Premises or operation of its business.

12. Condemnation. If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Landlord and Tenant as of such date. All condemnation awards shall belong to Landlord; provided, however, and to the extent permitted under applicable law, Tenant shall be entitled to file a separate claim against the condemning authority for loss of its personal property and moving expenses so long as the filing of such claim does not affect or reduce Landlord's claim as to such awards or proceeds.

13. Assignment. Tenant may not assign this Lease or any interest thereunder or sublet the Premises in whole or in part or allow all or a portion of the Premises to be used by a third party without the prior written consent of Landlord. If Tenant is a corporation, partnership, limited liability company or other entity, the transfer of more than fifty percent (50%) of the ownership interests of Tenant or the transfer of a lesser percentage which results in a transfer of control of Tenant (WHICH INCLUDES, WITHOUT LIMITATION, TRANSACTIONS IN WHICH TENANT SELLS ITS BUSINESS, SELLS ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF ITS BUSINESS OR MERGES OR CONSOLIDATES WITH ANOTHER ENTITY), whether in one transaction or a series of related transactions, shall constitute an assignment for purposes of this Lease. All requests for an assignment or sublease shall be accompanied by a copy of the proposed assignment or sublease agreement and an administrative fee in the amount of \$750.00. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder. No such assignment or sublease nor any subsequent amendment of the Lease shall release Tenant or any guarantor of Tenant's obligations hereunder. If any such subtenant or assignee pays rental in excess of the rental due hereunder or if Tenant receives any other consideration on account of any such assignment or sublease, Tenant shall pay to Landlord, as additional rent, one-half of such excess rental or other consideration upon the receipt thereof. Any assignment or sublease made in violation of this Paragraph 13 shall be void and shall constitute a default hereunder.

14. Environmental. Tenant covenants that neither Tenant, nor any of its agents, employees, contractors or invitees shall cause or permit any aboveground or underground storage tanks or associated piping (collectively "**Tanks**") to be located on or under the Premises or any Hazardous Materials (as hereinafter defined) to be stored, handled, treated, released or brought upon or disposed of on the Premises. Tenant shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety (collectively "**Environmental Laws**"). Tenant shall not under any circumstance dispose of trash, debris or wastes on the Premises and will not conduct any activities on the Premises which require a hazardous waste treatment, storage or disposal permit. As used herein, the term "**Hazardous Materials**" means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq., or the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq. (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq. Tenant shall indemnify, defend and hold the Landlord Entities harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultant's fees, experts' fees, attorney's fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (1) the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises from and after the date of this Lease or (2) the violation by Tenant of any provision of any Environmental Laws. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenants set forth in this Paragraph 14 have been violated by Tenant, Landlord shall be

entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rental, within thirty (30) days after demand therefor by Landlord. Landlord has the right to enter the Premises at all reasonable times for purposes of inspecting the Premises in order to evaluate Tenant's compliance with the covenants of this Paragraph 14. In the event Tenant delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to Tanks or Hazardous Materials in, on or about the Premises, Tenant shall immediately send to Landlord a copy of such notices or materials. Tenant shall also provide Landlord with a detailed report relating to any release of a Hazardous Material in, on or about the Premises whenever such release is required to be reported to governmental authorities pursuant to the Environmental Laws. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to cause to be performed such environmental studies of the Premises by an environmental consultant as are necessary to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises during the term of this Lease in violation of the terms hereof. If any such study reveals any violation of this Lease, Tenant shall promptly reimburse Landlord for the costs of such studies and Tenant shall immediately undertake a further investigation, if necessary, and remediation of such contamination. Landlord may undertake such investigation and remediation if Tenant fails to do so within a reasonable time frame, in which case Tenant shall promptly reimburse Landlord for the cost of same within thirty (30) days after demand therefore by Landlord. The obligations of this Paragraph 13 shall survive the expiration or earlier termination of this Lease.

15. Default; Remedies. In the event (i) any payment of rental or other sum due hereunder is not paid within ten (10) days after the due date thereof; (ii) the Premises shall be deserted or vacated; (iii) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than an obligation requiring the payment of rental or other sums hereunder, and shall not cure such failure within twenty (20) days after notice to the Tenant of such failure to comply; (iv) Tenant shall attempt to violate or violate Paragraph 13 above; or (v) Tenant or any guarantor shall file a petition under any applicable federal or state bankruptcy or insolvency law or have any involuntary petition filed thereunder against it, then Landlord, in addition to any remedy available at law or in equity, shall have the option to do any one or more of the following:

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to indemnify the Landlord Entities for all loss, damage and expense which Landlord may suffer by reason of such termination.
- (b) Without terminating this Lease, terminate Tenant's right of possession, whereupon rental shall continue to accrue and be owed by Tenant hereunder. Thereafter, at Landlord's option, Landlord may enter upon and relet all or a portion of the Premises (or relet the Premises together with any additional space) for a term longer or shorter than the remaining term hereunder and otherwise on terms satisfactory to Landlord. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rental hereunder and all net sums received by Landlord on account of such reletting (after deducting all costs incurred by Landlord in connection with any such reletting, including without limitation, tenant improvement costs, brokerage commissions and attorney's fees).
- (c) Pursue a dispossessory, eviction or other similar action against Tenant, in which event Tenant shall remain liable for all amounts owed hereunder, including amounts accruing hereunder from and after the date that a writ of possession is issued.

(d) Perform any unperformed obligation of Tenant, including, but not limited to, cleaning up any trash, debris or property remaining in or about the Premises upon the expiration or earlier termination of this Lease. Any sums expended by Landlord shall be repaid by Tenant, as additional rent, within ten (10) days after demand therefor by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies available at law or in equity. Tenant agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees and consultant's fees, incurred by Landlord in connection with enforcing the performance of any of the provisions of this Lease, whether suit is actually filed or not. Acceptance of rental or any other sums paid by Tenant shall not constitute the waiver by Landlord of any of the terms of this Lease or any default by Tenant hereunder. Landlord shall not be required to mitigate damages, and the parties intend to waive any burden that applicable law may impose on Landlord to mitigate damages; provided, however, if applicable law nevertheless requires Landlord to mitigate damages then (i) Landlord shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for leasing; (ii) Landlord shall not be obligated to expend any efforts or any monies beyond those Landlord would expend in the ordinary course of leasing space; and (iii) in evaluating a prospective reletting of the Premises, the term, rental, use and the reputation, experience and financial standing of prospective tenants are factors which Landlord may properly consider.

16. Signs; Entry by Landlord. Landlord may place "For Lease" signs upon the Premises one hundred twenty (120) days before the termination of this Lease and may place "For Sale" signs upon the Premises at any time. Landlord may enter the Premises with prior notice to Tenant at reasonable hours during the term of this Lease (a) to show the same to prospective purchasers or tenants, (b) to make repairs to Landlord's adjoining property, if any, (c) to inspect the Premises in order to evaluate Tenant's compliance with the covenants set forth in this Lease, or (d) to perform activities otherwise permitted or contemplated hereby.

17. No Estate in Land. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; Tenant's interest is not assignable by Tenant except as provided in Paragraph 13, above.

18. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof with Landlord's written consent, Tenant shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the base rental shall become two times the then current base rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Tenant waives any right that it may have to additional notice pursuant to applicable law. If Tenant remains in possession of the Premises after the expiration of the term hereof without Landlord's written consent, Tenant shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Landlord any damages resulting from such holdover, Tenant shall pay base rental at the rate of three times the then current base rental. In such circumstance, acceptance of base rental by Landlord shall not constitute consent or agreement by Landlord to Tenant's holding over and shall not waive Landlord's right to evict Tenant immediately.

19. Notices. Any notice given pursuant to this Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Landlord: c/o Director Real Estate, Norfolk Southern Corporation, 1200 Peachtree Street, NE – 12th Floor, Atlanta, Georgia 30309-3579, or at such other address as Landlord may designate in writing to Tenant.

(b) Tenant: c/o City Manager, City Of Asheboro, 146 North Church St., PO Box 1106, Asheboro, NC 27204-1106, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

20. Track Clearance. Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Landlord, Tenant shall assume sole responsibility for and shall indemnify, save harmless and defend the Landlord Entities from and against all claims, actions or legal proceedings arising, in whole or in part, from the conduct of Tenant's operations, or the placement of Tenant's fixtures, equipment or other property, within twenty-five feet (25') of Landlord's tracks, if any, located on or adjacent to the Premises. In this connection it is specifically understood that knowledge on the part of Landlord of a violation of the foregoing clearance requirement, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve Tenant of its obligations to indemnify the Landlord Entities for losses and claims resulting from any such violation.

21. Brokerage. Landlord and Tenant hereby covenant and agree to indemnify and hold the other harmless from and against any and all loss, liability, damage, claim, judgment, cost and expense (including without limitation attorney's fees and litigation costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under the indemnifying party, whether or not such claim is valid.

22. Tenant's Insurance. Tenant shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Landlord, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$2,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Tenant's contractual liability hereunder, (c) cover Tenant and Landlord for liability arising out of work performed by any third parties for Tenant in or about the Premises, (d) name the Landlord Entities as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Landlord. Any property insurance maintained by Tenant on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Landlord. Tenant shall deliver certificates of insurance evidencing the insurance required hereinabove to Landlord simultaneously with the execution of this Lease by Tenant, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Landlord. If Tenant fails to obtain the necessary coverages, Landlord may do so at Tenant's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Landlord's Risk Management Department, Three Commercial Place, Norfolk, Virginia 23510, simultaneously with the execution of this Lease by Tenant. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Tenant hereunder and shall not waive Landlord's right to seek a full recovery from Tenant.

23. Rent Increase Notice. In addition to the rights set forth in Article 15 above, but no sooner than one (1) year after the date of this Lease, Landlord shall have the right, from time to time, to send Tenant a rent increase notice in a form substantially similar to that attached hereto as Exhibit "C" and made a part hereof. If Tenant either agrees to such rent increase or elects to remain on the Premises beyond the

stated termination date in the rent increase notice, then such increase shall take effect in the manner prescribed in Tenant's rent increase notice without the need for any further documentation.

24. Joint and Several. If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

25. No Warranties; Entire Agreement. TENANT ACCEPTS THE PREMISES "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ALL CLAIMS FOR ECONOMIC LOSSES AND ALL OTHER DAMAGE OF ANY NATURE WHATSOEVER ACCRUING TO TENANT, INCLUDING, BUT NOT LIMITED TO THE VALUE OF ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS OF TENANT UPON THE PREMISES, RESULTING FROM OR ARISING BY REASON OF ANY DEFICIENCY, INSUFFICIENCY OR FAILURE OF TITLE OF LANDLORD. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AS TO THE PREMISES, AND NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES, NOT EMBODIED HEREIN, SHALL BE OF ANY FORCE OR EFFECT.

26. Survival. The provisions of Paragraphs 7, 8, 10, 14, 18 and 21 shall survive the expiration or earlier termination of this Lease.

27. Miscellaneous. Knowledge on the part of Landlord or any employee, agent or representative of Landlord of any violation of any of the terms of this Lease by Tenant shall constitute neither negligence nor consent on the part of Landlord, and shall in no event relieve Tenant of any of the responsibilities and obligations assumed by Tenant in this Lease. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Subject to the terms of Paragraph 13 above, this Lease shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Landlord and Tenant. If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those which or to which used may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease. Neither party shall be bound hereunder until such time as both parties have signed this Lease. This Lease shall be governed by the laws of the State or Commonwealth in which the Premises are located.

28. Signature. The parties agree that if an authorized officer of a party fully signs this Agreement in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Agreement, and, upon full execution of the Agreement by all parties, shall create a legally binding Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, effective the day and year first above written.

Witness: As to Landlord

Signature

Name: _____

Witness: As to Landlord

Signature

Name: _____

LANDLORD:

NORFOLK SOUTHERN RAILWAY COMPANY
a Virginia corporation

By: _____

Name: _____

Title: _____

Date of Landlord Signature: _____

[SEAL]

Witness: As to Tenant

Signature

Name: _____

Witness: As to Tenant

Signature

Name: _____

TENANT:

CITY OF ASHEBORO
a North Carolina government entity

By: _____

Name: _____

Title: _____

Date of Tenant Signature: _____

[SEAL]

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

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



NORFOLK SOUTHERN RAILWAY COMPANY
Real Estate Department

Landlord:	NORFOLK SOUTHERN RAILWAY COMPANY Lat: 35.683162; Long: -79.817483	
Location:	Asheboro, Randolph County, North Carolina	
Tenant:	City of Asheboro	
Area:	9,000 sf (+/-)	
Maps:	Val Sec. 29, Map No. 7, Par 17, 18, 19	Milepost: M 29.25
Activity No:	1269099	Exhibit A
Date:	3/4/2019	Not To Scale

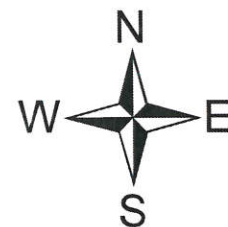


EXHIBIT B

RIDER TO LEASE AGREEMENT BY AND BETWEEN THE NORFOLK SOUTHERN RAILWAY COMPANY, AS LANDLORD, AND CITY OF ASHEBORO, AS TENANT

This rider is attached to and made a part of the referenced Lease Agreement. In the event of an inconsistency between the terms of this Rider and the terms of the Lease agreement, the terms of this Rider shall control.

1. Supersede and Cancel. This Lease hereby supersedes and cancels, as of the effective date hereof, the Lease dated November 29, 1989, as amended, between *SOUTHERN RAILWAY COMPANY* (Company) and *CITY OF ASHEBORO* (Licensee) concerning the use of 6,250 square feet of property, more or less, at Asheboro, Randolph County, North Carolina. (Custodian No. 3818; Billing ID: 100732/ 21379)

Notwithstanding said superseding and cancelling of said agreement, Landlord reserves and retains any and all rights with regard to any liabilities that have accrued under the terms of said agreement prior to the Effective date of this Agreement.

2. Tenant-Owned Improvements. Tenant shall have the right to use and maintain the existing Tenant-Owned fencing, cart path, trashcan, signage and landscaping (the "Tenant-Owned Improvements") located upon the Premises. Said Tenant-Owned Improvements shall not become fixtures upon the realty, but shall remain the property of Tenant and shall be removed from the Premises upon termination or expiration of the Lease.

3. Waiver of Application Fee. The \$500.00 application fee described in paragraph 3 of this Lease is hereby waived by Landlord.

4. Landlord Pays Taxes. Landlord shall pay all real estate taxes and assessments (regular or special) pertaining to the Premises on or before the date the same become delinquent. Notwithstanding the foregoing, Tenant shall be responsible for any taxes or assessments imposed upon or assessed against Tenant's personal property, and Tenant shall pay and be liable for all rental, sales and use taxes, and other similar taxes, if any, levied or imposed by any city, state, county or other governmental authority (including any rental tax). Such payments shall be paid concurrently with the payment of base rental or other sum due hereunder upon which the tax is based. If Landlord pays any taxes or assessments which are Tenants responsibility under this Paragraph, Tenant shall reimburse Landlord within ten (10) days after Tenant's receipt of paid invoices for such taxes and assessments.

EXHIBIT C

SAMPLE LETTER

Date _____
Activity Number _____

UPS GROUND

Mr. John Q. Tenant
XYZ Company
12345 Main Street
Anytown, State USA

RE: Anytown, County, State – Lease dated _____ between Norfolk Southern Railway Company (“Landlord”) and XYZ Company (“Tenant”) covering real property.

Dear Mr. Tenant:

Norfolk Southern Corporation is currently conducting a review of property value and rent structure for all real estate leases for its subsidiaries (including Landlord). Review of the captioned Lease indicates the current rent is below market value. While we endeavor to keep the rent reasonable, it has become necessary to make some adjustments. Therefore, we find it necessary to amend the Lease as follows:

1. The current rent will be increased from \$_____ to \$_____, effective “date in the future” (“the Commencement Date”), payable in advance, as provided in the Lease.
2. Hereafter, on each anniversary of the Commencement Date, the rent will be changed by the same percentage change as reflected in the “Consumer Price Index for All Urban Consumers (CPI_U) (1982-1984=100) U. S. City Average, All Items: compiled by the Bureau of Labor Statistics of the United States Department of Labor (the “Index”). In no event, however, will the adjusted rent be less than the rent of the immediately preceding year.

All other terms and conditions of the Lease will remain unchanged and in full force and effect.

Landlord will regard your remaining on the property after the above Commencement Date as your acknowledgment and acceptance of the rental increase and agreement that the Lease is amended.

If you have any questions or no longer wish to lease this property, please provide written notice to this office within thirty (30) days from the date of this letter. If termination is necessary, Tenant will be required to vacate, remove any Tenant-owned improvements from the property, and otherwise act in accordance with the Lease.

We appreciate having you as a Tenant and hope you will continue to lease this property.

Sincerely,

/s/
John Q. Agent

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION TO AMEND AN EXISTING ONLINE AUCTION
SERVICE AGREEMENT IN ORDER TO SHIFT SERVICE FEES
FROM THE CITY TO BUYERS OF SURPLUS PROPERTY**

WHEREAS, Section 30.07 of the Code of Asheboro delegates to the city manager the authority to dispose of an item or group of items of surplus city-owned personal property with a fair market value of less than \$30,000; and

WHEREAS, GovDeals, Inc. ("GovDeals") is an online auction service provider that has extensive experience with the disposal of surplus government property; and

WHEREAS, the city manager utilizes GovDeals on a non-exclusive basis throughout the year in order to efficiently access the marketplace and determine the fair market value of the city's surplus personal property; and

WHEREAS, the original Online Auction Memo of Understanding between the city and GovDeals reflects the city's election to use the company's financial settlement services and to collect proceeds using a flexible pricing option whereby the city pays, on the basis of the winning bid, a 7.5% fee and the winning bidder pays a 5% buyer's premium; and

WHEREAS, on the basis of the city's experience with GovDeals since January 2014, and on the basis of anecdotal evidence from other local government clients of GovDeals, city staff members have recommended amending the pricing option used by the city and to select the option whereby the city, as the client of GovDeals, pays a 0% fee and the winning bidder pays a 12.5% buyer's premium; and

WHEREAS, this amended selection of a pricing option can be implemented by selecting Option B4 on the GovDeals Flexible Pricing Options (FPO) form attached to this Resolution as EXHIBIT 1 and hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the Asheboro City Council concurs with the city staff's recommendation to amend the FPO selection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the city is to amend its existing agreement with GovDeals to reflect the selection of the pricing option whereby the city, as the client of GovDeals, pays a 0% fee and the winning bidder pays a 12.5% buyer's premium; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the city manager is hereby authorized and directed to execute, without any unnecessary delay, the GovDeals Flexible Pricing Options (FPO) form attached to this Resolution as EXHIBIT 1 in a manner that unequivocally indicates the city's selection of Option B4.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of March, 2019.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

EXHIBIT 1

GovDeals

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option B1: The Client pays a 7.5% fee, but not less than \$5.00, and the winning bidder pays a 5% Buyers Premium. *

Option B2: The Client pays a 5% fee, but not less than \$5.00, and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5% fee, but not less than \$5.00, and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays a 0% fee and the winning bidder pays a 12.50% Buyers Premium.

***If the Client chooses to pay the full 7.5% fee (Option B1), they will have access to the Tiered Fee Reduction Schedule.**

Tiered Fee Reduction Schedule (Only applies to Option B1)

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

1. **When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.**
2. Where an asset sells for more than \$100,000, but less than \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
3. Where an asset sells for greater than \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000.
4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.

Please choose one fee option your government would like to use from the Pricing Schedule.

Option B: Client elects for GovDeals to collect all proceeds from the buyer:

☐ Option B1 ☐ Option B2 ☐ Option B3 ☐ Option B4

Client Name: _____

Contact Name: _____

Phone Number: _____ Email: _____

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION AUTHORIZING THE CITY OF ASHEBORO TO
ENGAGE IN ELECTRONIC PAYMENTS
AS DEFINED BY G.S. 159-28**

WHEREAS, it is the desire of the Asheboro City Council for the City of Asheboro to be authorized to engage in electronic payments as defined by Section 159-28 of the North Carolina General Statutes; and

WHEREAS, the Asheboro City Council may delegate, and has in fact decided to delegate, to the city's finance officer the responsibility to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by the North Carolina Administrative Code at 20 NCAC 03 .0409; and

WHEREAS, the Asheboro City Council may delegate, and has in fact decided to delegate, to the city's finance officer the responsibility to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by the North Carolina Administrative Code at 20 NCAC 03 .0410.

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

Section 1. The City of Asheboro is authorized to engage in electronic payments as defined by G.S. 159-28.

Section 2. The City of Asheboro Finance Officer is authorized and directed to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by the North Carolina Administrative Code at 20 NCAC 03 .0409.

Section 3. The City of Asheboro Finance Officer is authorized and directed to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by the North Carolina Administrative Code at 20 NCAC 03 .0410.

Section 4. This Resolution shall take effect immediately upon its adoption on March 7, 2019.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of March, 2019.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE UPDATING SECTION 36.15 AND SECTION 36.18
OF THE CODE OF ASHEBORO

WHEREAS, Chapter 36 of the Code of Asheboro contains fiscal provisions designating official city depositories and authorized signatures on checks drawn on city funds; and

WHEREAS, the city manager and the finance officer have recommended updating these fiscal provisions to more clearly reflect current statutory enactments and city practices; and

WHEREAS, the city council concurs with these recommendations.

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

Section 1. Section 36.15 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 36.15 OFFICIAL CITY DEPOSITORIES DESIGNATED

~~Pursuant to G.S. § 159-31(a), the following institutions are designated depositories for public funds of the city:~~

- ~~(A) The First National Bank and Trust Company, Asheboro, North Carolina.~~
- ~~(B) Wachovia Bank of North Carolina, Asheboro, North Carolina.~~
- ~~(C) First Bank, Asheboro, North Carolina.~~
- ~~(D) Central Carolina Bank and Trust Company, Asheboro, North Carolina.~~
- ~~(E) Randolph Bank and Trust Company, Asheboro, North Carolina.~~
- ~~(F) Centura Bank, Asheboro, North Carolina.~~
- ~~(G) First Southern Savings Bank, Asheboro, North Carolina.~~
- ~~(H) Triad Bank, North Carolina.~~
- ~~(I) Chase Manhattan Bank of New York, as fiscal agent.~~

Pursuant to G.S. 159-31(a), the following institutions are designated depositories for public funds of the city:

- (A) Bank OZK, Asheboro, North Carolina;
- (B) BB&T/SunTrust, Asheboro, North Carolina;
- (C) Capital Bank/First Tennessee Bank, Asheboro, North Carolina;
- (D) First Bank, Asheboro, North Carolina;
- (E) NC Capital Management Trust, Raleigh, North Carolina;
- (F) Pinnacle Bank, Asheboro, North Carolina; and
- (G) Wells Fargo, Asheboro, North Carolina.

Section 2. Section 36.18 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 36.18 SIGNATURE ON CHECKS DRAWN ON CITY FUNDS

~~All checks drawn on city funds shall be signed by the Mayor and the Finance Officer; provided, that in the absence or disability of the Mayor, the Mayor Pro Tempore shall sign such checks, and in the absence or disability of the Finance Officer the City Manager shall sign such checks. Facsimile signature plates may be used within the boundaries stipulated by G.S. § 159-28.1.~~

- (A) All checks drawn on city funds shall be signed by the Mayor and the Finance Officer; provided, that in the absence or disability of the Mayor, the Mayor Pro Tempore shall sign such checks, and, in the absence or disability of the Finance Officer, the City Manager shall sign such checks.
- (B) Pursuant to G.S. 159-28.1, facsimile signature machines, signature stamps, or similar devices may be used in signing checks and drafts and in signing the preaudit certificate on contracts or purchase orders. The Finance Officer shall have custody of the necessary machines, stamps, plates, or other devices, and the Finance Officer and the sureties on the Finance Officer's official bond are liable for any illegal, improper, or unauthorized use of such devices.

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

Section 4. This Ordinance shall be in full force and effect upon and after March 7, 2019.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of March, 2019.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

OATH OF ASHEBORO AIRPORT AUTHORITY MEMBER

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

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


Bobby J. Crumley

Affirmed and subscribed before me this the 4 day of March, 2019.




Bradley W. Morton
Deputy City Clerk
City of Asheboro, North Carolina

OATH OF ASHEBORO AIRPORT AUTHORITY MEMBER

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

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

Stephen R Knight
Stephen R. Knight

Affirmed and subscribed before me this the 26th day of February, 2019.



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

OATH OF ASHEBORO AIRPORT AUTHORITY MEMBER

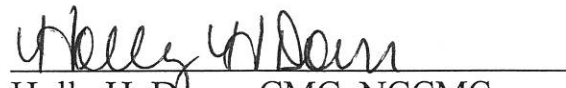
STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

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


Bradley N. Lanier

Affirmed and subscribed before me this the 20th day of February, 2019.




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

OATH OF ASHEBORO AIRPORT AUTHORITY MEMBER

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

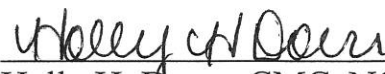
I, Mark E. Vuncannon, do solemnly and sincerely affirm that I will support and maintain the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for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



Mark E. Vuncannon

Affirmed and subscribed before me this the 4th day of February, 2019.





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



SUP-19-01: Madison Heights Apartment

2280 and 2282 N. Fayetteville St.

A special use permit application triggered by proposed modifications to an existing multi-family development operating under a special use permit allowing a gross floor area of up to 22 percent on the development's parcel

Staff Report

SPECIAL USE PERMIT STAFF REPORT

SUP Case No. **SUP-19-01**

3/4/19 City Council

General Information

Applicant Asheboro Residential, LLC
c/o Mr. Alex Zarris

Address 2282 N. Fayetteville St.

City Asheboro NC 27203

Phone 336-672-3400

Location 2280/2282 N. Fayetteville St.

Requested Action Special Use Permit for an existing multiple family development (due to modification of previously authorized SUP for development with up to 22 percent gross floor area ratio)

Existing Zone RA6 **Existing Land Use** Multiple family dwellings

Size 8.28 acres +/- **Pin #** 7763140433

Applicants Reason as stated on application
Add single car garages to site.

Surrounding Land Use

North Multi-family residential **East** Single-family residential

South Multi-family residential **West** Manufactured Home Park

Zoning History SUP-04-06: Special Use Permit issued for multi-family residential development

Growth Strategy Map Primary Growth

Proposed LDP Map Commercial

Legal Description

The property of Asheboro Residential, Inc., located at 2280 & 2282 N. Fayetteville St., totaling approximately 8.23 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7763140433.

Analysis

1. The property is inside the city limits.
2. North Fayetteville St. is a state-maintained major thoroughfare.
3. Proposed modifications to the Special Use Permit that was previously approved for a development consisting of dwellings for multiple families (apartments) require a new Special Use Permit. These modifications include the addition of structures for storage of personal belongings and/or vehicles of residents. Although the additional structures do not count towards the maximum 22 percent floor area due to not being used for habitation, the zoning ordinance only allows staff to approve addition(s) totaling 10% or 1,000 SF of additional floor area for a project requiring a Special Use Permit.
4. There are currently 72 dwelling units in the development. No additional dwelling units are proposed.
5. A portion of the property, adjacent to Hasketts Creek, is within a 100 year flood area. However, no new structures or new parking areas are proposed within the flood area.

LDP Conformity Issues

SPECIAL USE PERMIT STAFF REPORT

SUP Case No. SUP-19-01

Page 2

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

Staff Comments

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

Suggested Conditions

Staff has no suggested conditions as of 3-1-19.

SPECIAL USE PERMIT STAFF REPORT

SUP No. SUP-19-01

Page 3

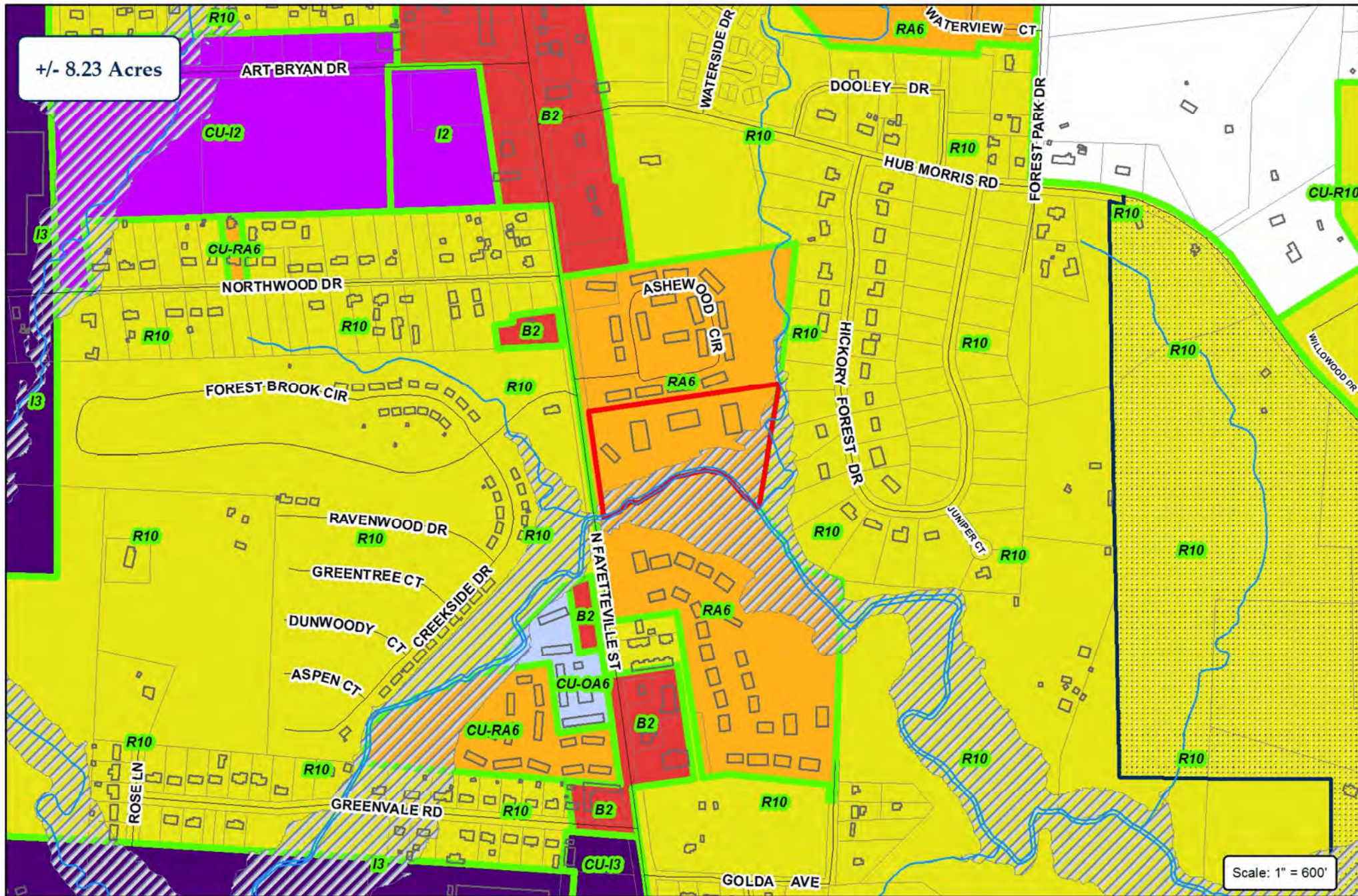
For Special Use Permit Hearings:

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

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

SUP Requirements

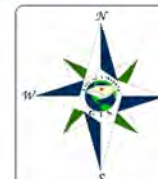
+/- 8.23 Acres



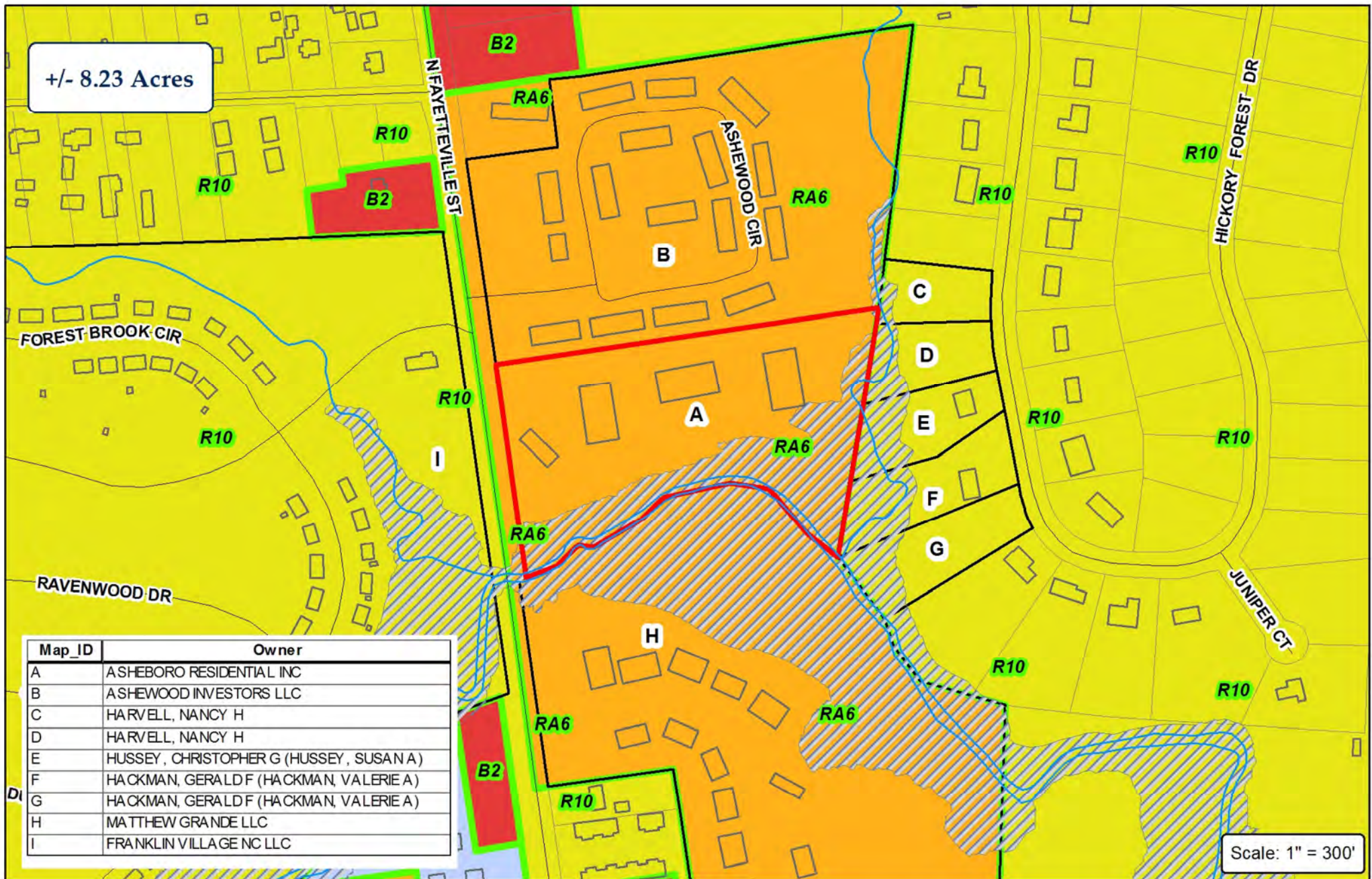
City of Asheboro Planning & Zoning Department

Special Use Permit: SUP-19-01

Parcel: 7763140433



+/- 8.23 Acres



Map_ID	Owner
A	ASHEBORO RESIDENTIAL INC
B	ASHEWOOD INVESTORS LLC
C	HARVELL, NANCY H
D	HARVELL, NANCY H
E	HUSSEY, CHRISTOPHER G (HUSSEY, SUSAN A)
F	HACKMAN, GERALD F (HACKMAN, VALERIE A)
G	HACKMAN, GERALD F (HACKMAN, VALERIE A)
H	MATTHEW GRANDE LLC
I	FRANKLIN VILLAGE NC LLC

Scale: 1" = 300'

City of Asheboro Planning & Zoning Department

Special Use Permit: SUP-19-01

Parcel: 7763140433

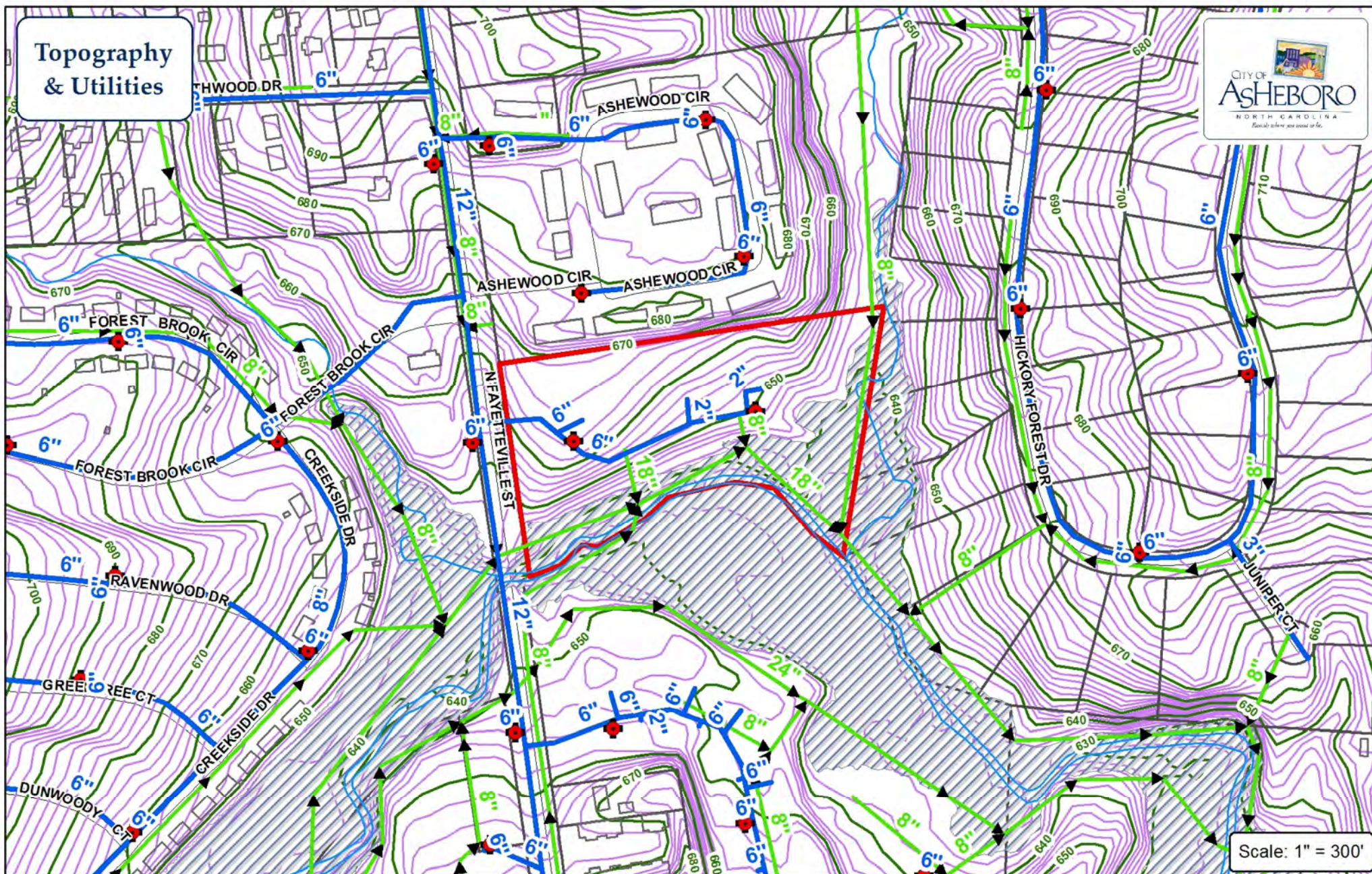


ETJ

- Subject Property
- Adjoining Properties
- Zoning



Topography & Utilities

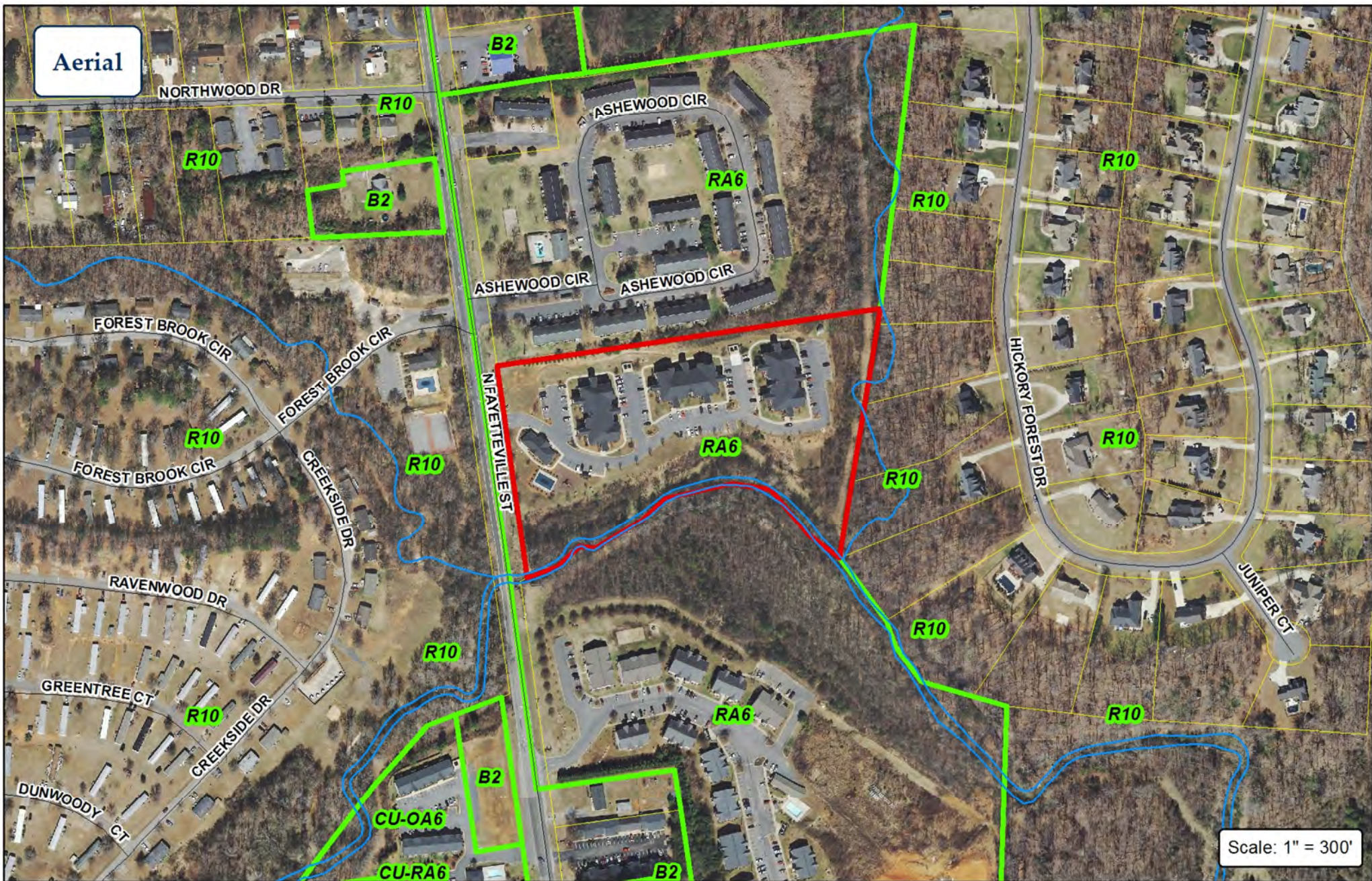


- Water Main
- Sewer Main
- Force Main
- Fire Hydrant
- Pump Station

City of Asheboro
Planning & Zoning Department
Special Use Permit: SUP-19-01
Parcel: 7763140433

Subject Property

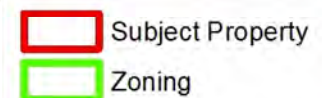


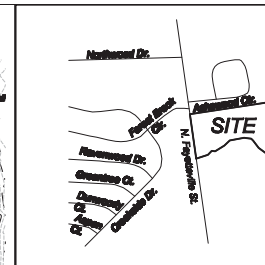
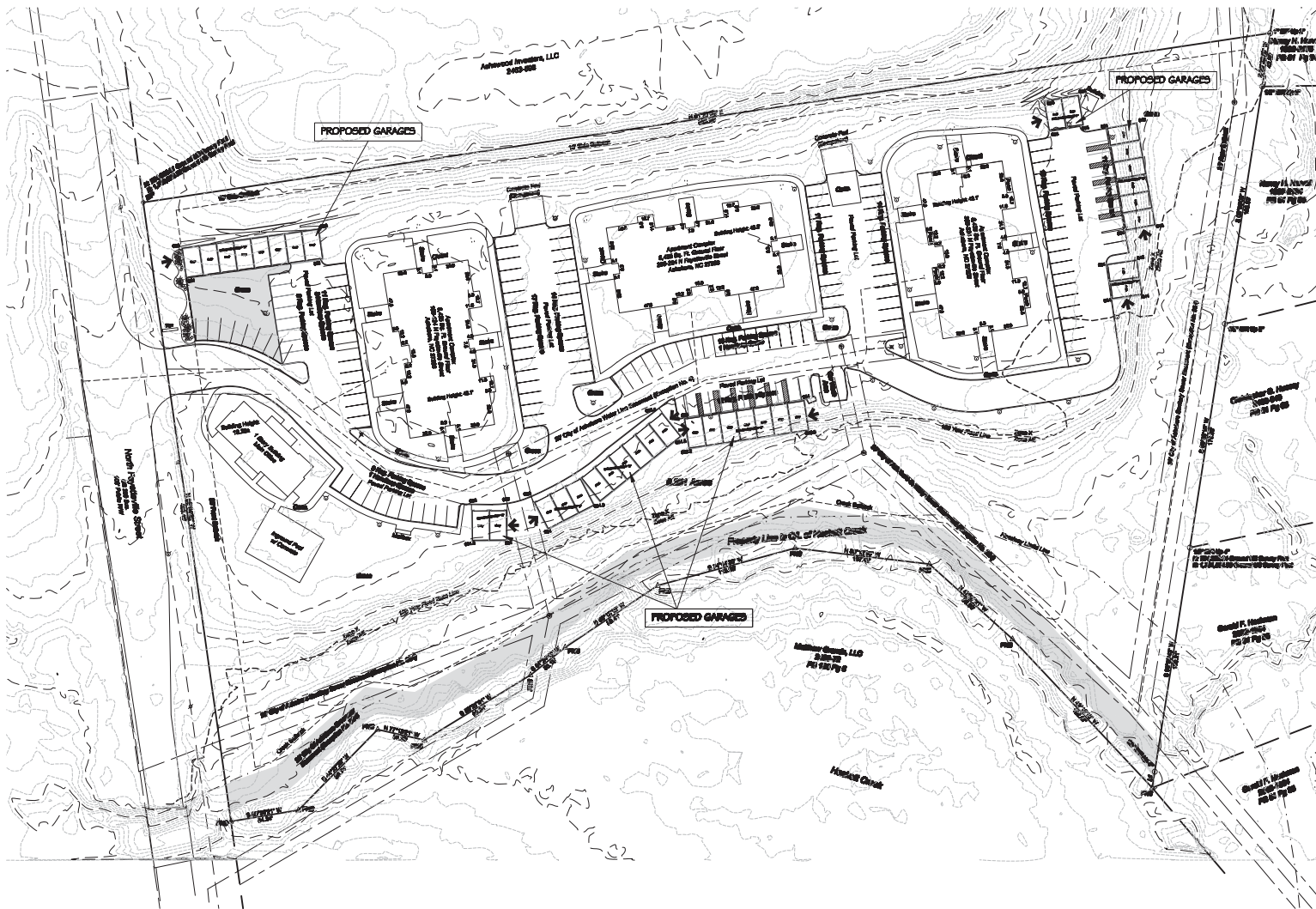


City of Asheboro Planning & Zoning Department

Special Use Permit: SUP-19-01

Parcel: 7763140433



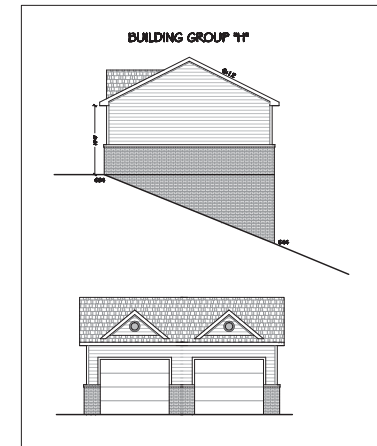
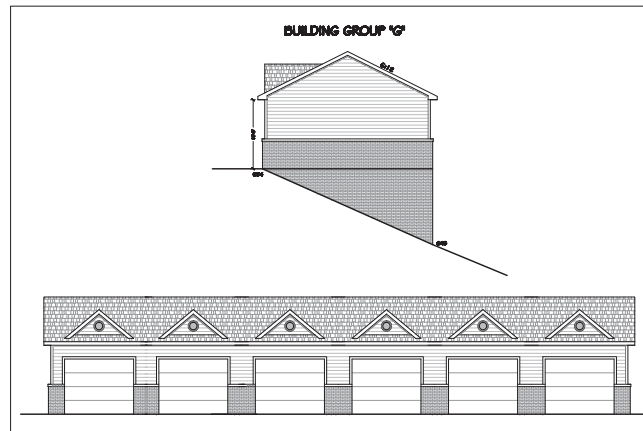
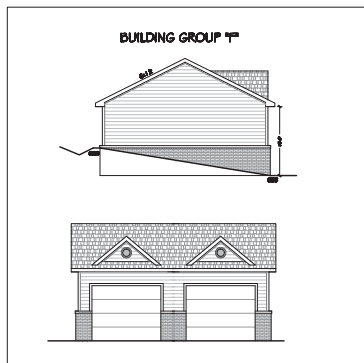
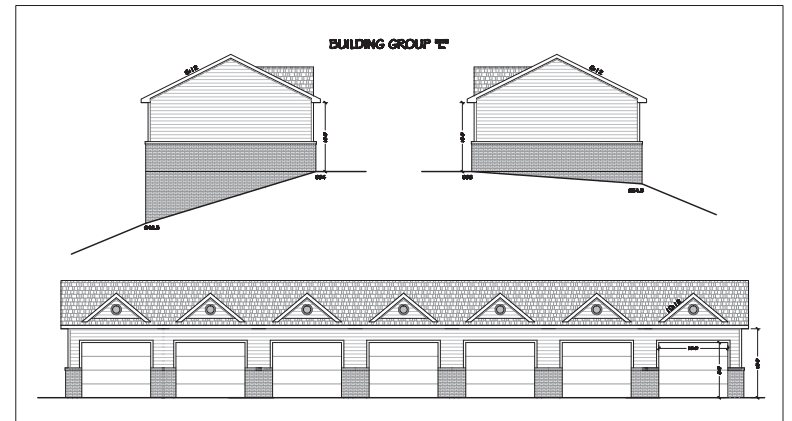
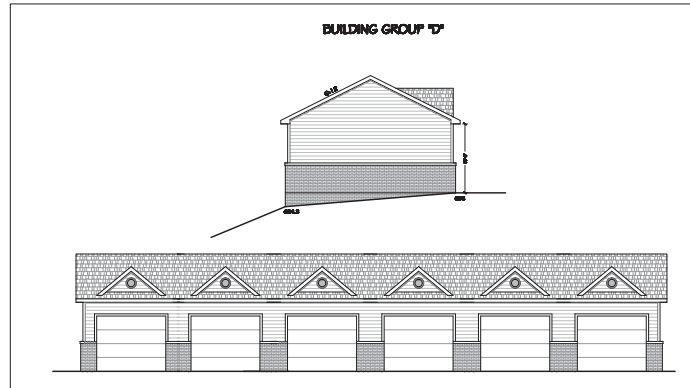
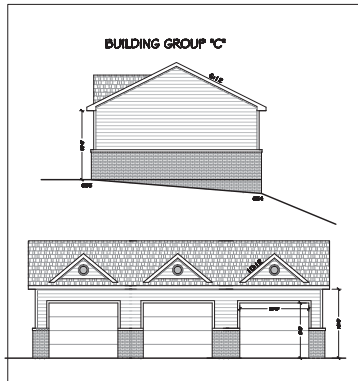
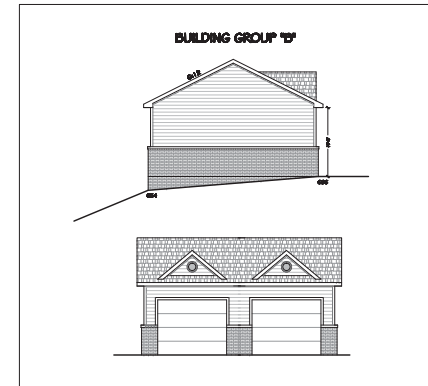
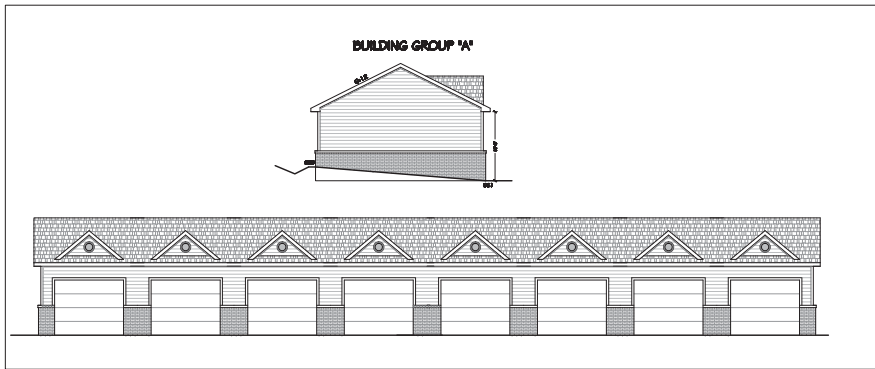


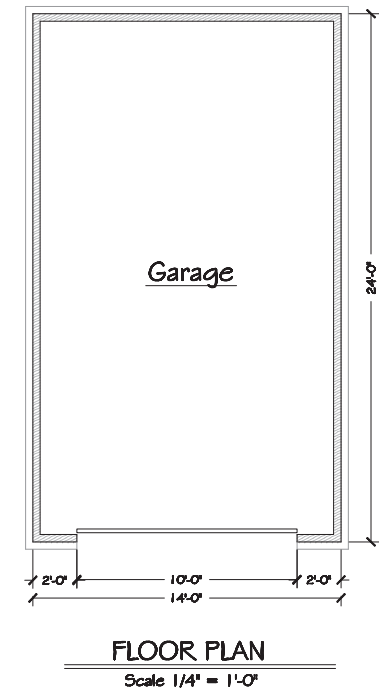
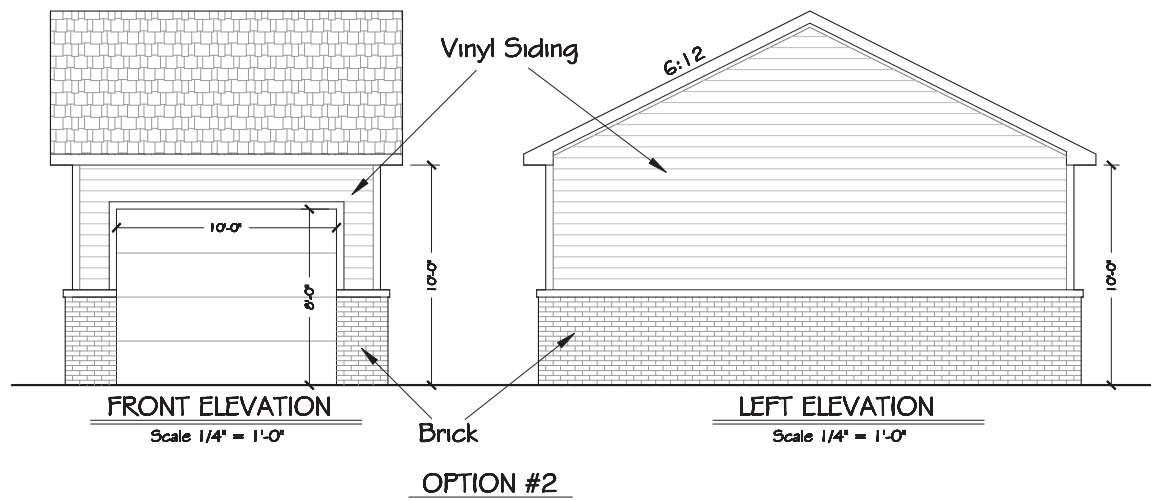
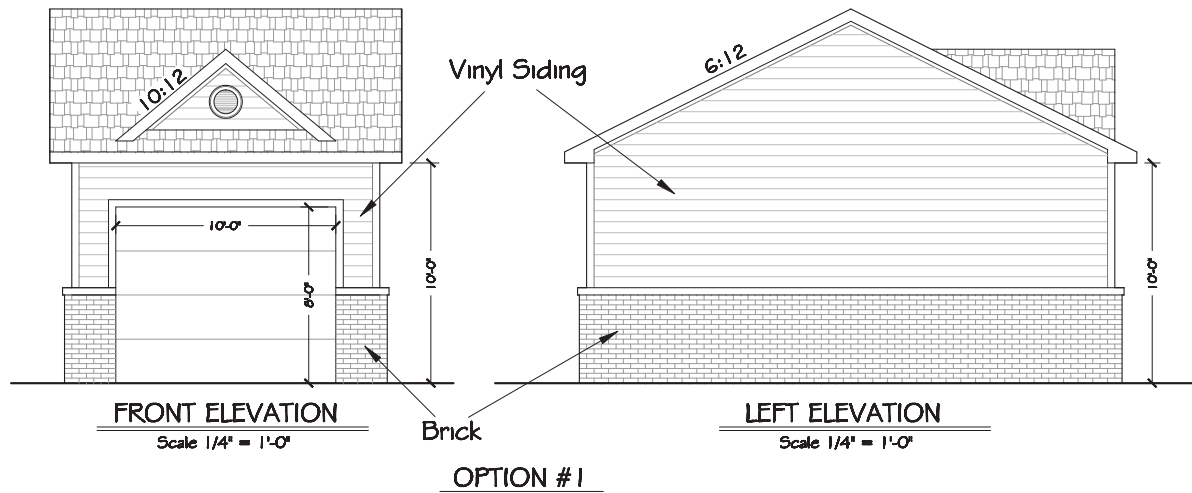
Location Map
(Not to Scale)



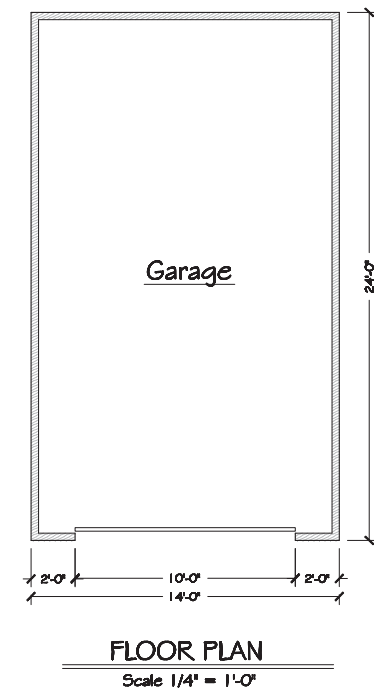
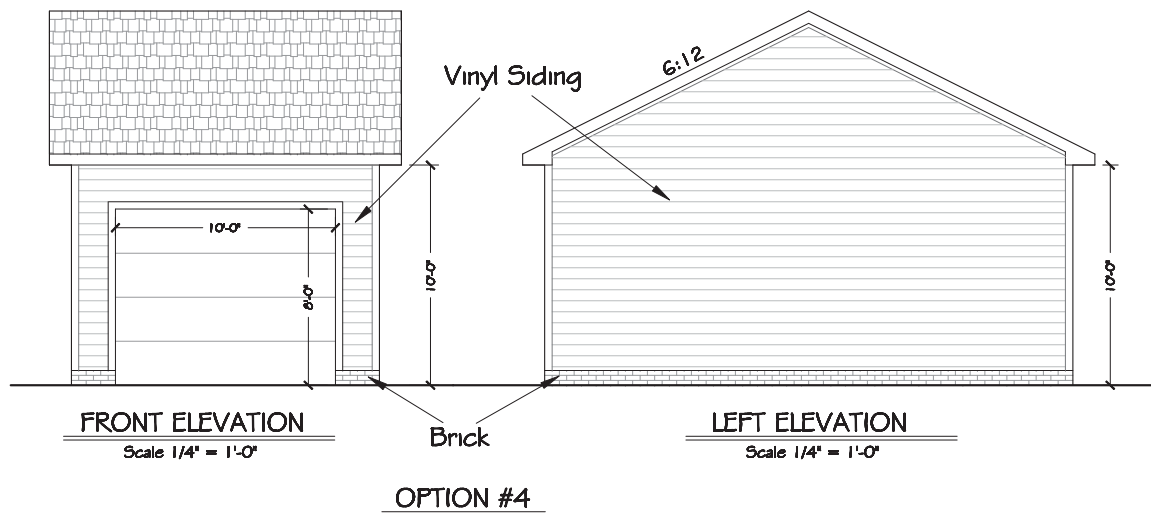
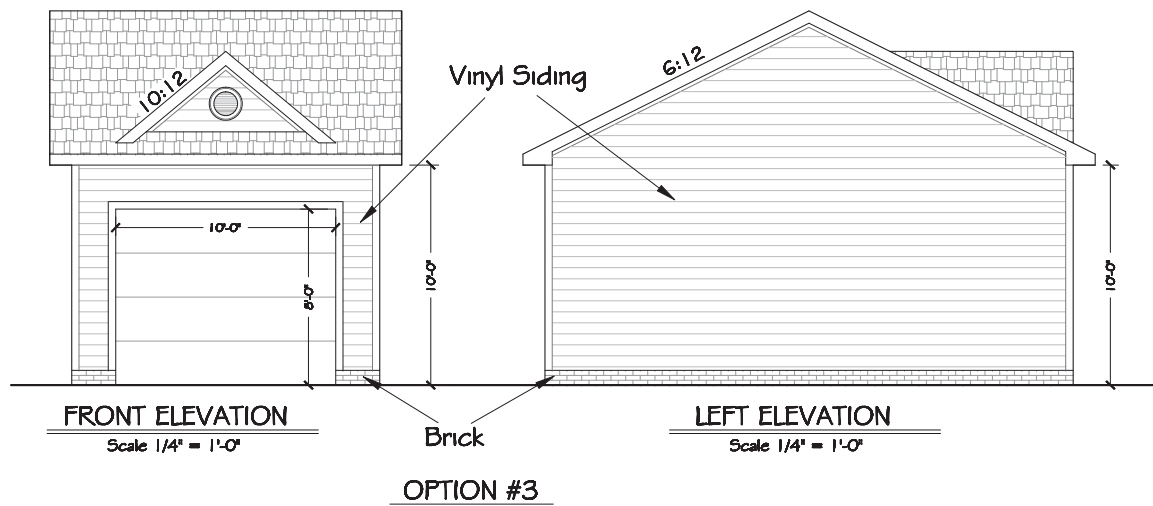
OWNER:
Aheboro Residential LLC
2202 N. Fayetteville Street
Aheboro, NC 27203

MADISON HEIGHTS	
Scale: 1" = 40'	Job #: 18-089
Date: 2-19-19	
PROPOSED GARAGE BUILDINGS ADDITION	
SITE PLAN WITH TOPO	Sheet 2 of 2





MADISON HEIGHTS	
Scale: As Shown	Job #: 18-082
Date: 2-13-19	
Garage Plans	
Floor Plan & Elevations	Sheet 1 of 2



MADISON HEIGHTS	
Scale: As Shown	Job #: 18-082
Date: 2-13-19	
Garage Plans	
Floor Plan & Elevations	Sheet 2 of 2



**RZ-19-01: Request to rezone from R7.5 (Medium-Density Residential) and
RA6 (High-Density Residential) to OA6 (Office-Apartment)**

Various properties on Cox and Greensboro Streets, between East Presnell Street
and East Dorsett Avenue

Planning Board Recommendation & Staff Report

Planning Board Recommendation & Comments to City Council

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

Case # **RZ-19**
 -01

Date 2/4/19 PB

Applicant City of Asheboro

Legal Description
See attached

Rezone certain properties (refer to maps) from the RA6 High Density Residential District and the R7.5 Medium Density Residential District to the OA6 Office and Apartment District.

Requested Action Rezone various properties along South Cox Street and Greensboro Streets (see legal description) from RA6 High Density Residential & R7.5 Medium Density Residential to OA6 (Office-Apartment)

Existing Zone RA6 High Density Residential & R7.5 Medium Density Residential

Land Development Plan See Rezoning staff report

Planning Board Recommendation

Approve. As recommended by staff, this recommendation excluded two parcels that are originally part of the request due to objections of subject and adjoining property owners. City owned Parcel ID #7751921296 on the East side of S. Cox St. as well as 1026 S. Cox St. These properties are no longer part of the request.

Reason for Recommendation

The Planning Board concurred with staff reasoning.

Planning Board Comments

Rezoning Staff Report

RZ Case # RZ-19-01

Date 3/7/19 City Council

General Information

Applicant City of Asheboro

Address 146 North Church Street

City Asheboro NC 27203

Phone 336-626-1201

Location Various properties along South Cox Street and Greensboro Streets (see legal description)

Requested Action Rezone certain properties (refer to maps) from the RA6 High Density Residential District and the R7.5 Medium Density Residential District to the OA6 Office and Apartment District.

Existing Zone Refer to maps

Existing Land Use Primarily residential or undeveloped

Size 12.44 acres +/-

Pin # See attachment (50 tax parcels)

Applicant's Reasons as stated on application

See Staff's analysis

Surrounding Land Use

North Various along corridor (see staff analysis)

East Various along corridor (see staff analysis)

South Various along corridor (see staff analysis)

West Various along corridor (see staff analysis)

Zoning History See analysis discussion

Legal Description

See attachment

Analysis

1. South Cox Street is a state-maintained minor thoroughfare (south of East Salisbury Street). Greensboro Streets is a city-maintained minor thoroughfare north of East Salisbury Street. All of the subject properties are in the City limits.
2. The requested OA6 (Office-Apartment) district is described as "intended to produce moderate intensity office and residential development to serve adjacent residential areas and to provide a transition from residential to commercial uses. Land designated OA6 shall normally be located with access to a minor thoroughfare or higher classification street with access to local residential streets discouraged."
3. The OA6 district allows residential uses (single-, two-, and multi-family), institutional uses (such as places of worship), and some lighter commercial uses (medical/professional offices, service uses such as hair salons). Heavier commercial uses, such as eating establishments, motor vehicle repair/sales/rental, and retail are not permitted.
4. Recent text amendments (adopted 11-8-18) allow single- and two-family dwellings in the OA6 district to have the same maximum floor area ratio (22 percent) as other residential zoning districts. Previously, maximum floor areas (17 percent) for single- & two-family residential properties were more restrictive in the OA6 district than other residential districts.
5. The amendments are proposed due to numerous uncontested rezoning requests and the mixed use character (consisting of residential, commercial and institutional uses) that the corridor has experienced in recent decades.
6. The City held a public workshop on February 27, 2018 to discuss the concept with property owners & the general public. Comments received were generally supportive of the request. Owners of property included in the proposed rezoning have been given the opportunity to request to be excluded from the proposed rezoning.
7. The Land Development Plan designates the majority of the subject properties as part of the City Activity Center. A small area on Greensboro St. is designated for office & institutional uses. A small area on the east side of S. Cox St. south of S. Main Street is designated for neighborhood residential use.

Rezoning Staff Report

RZ Case # RZ-19-01

Page 2

Consistency with the 2020 LDP Growth Strategy designations

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

Proposed Land Use Map Designation City Activity Center/Office & Institutional/Neighborhood Res.
Small Area Plan Central
Growth Strategy Map Designation Primary Growth

LDP Goals/Policies Which Support Request

Checklist Item 1: Complies with LDP proposed land use map

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

Checklist Item 4: Proposed rezoning is compatible with surrounding land uses

Checklist Item 5: Complies with Growth Strategy Map

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

Checklist Items 12-13: Outside watershed/flood areas

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

Rezoning Staff Report

RZ Case # RZ-19-01

Page 3

LDP Goals/Policies Which Do Not Support Request

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

The OA6 district is a suitable zoning designation on the subject properties for several reasons.

The Greensboro and South Cox Street corridors have gradually seen a transition from primarily residential uses to a mix of residential, office, and institutional uses. The multiple rezoning requests that have occurred along the corridor have consistently been supported by the Land Development Plan and in most cases have been uncontested.

The Central Small Area plan and description of the Center City Area, which comprises the majority of the properties, emphasizes both a compatible mix of uses and preservation of residential neighborhoods. The OA6 district also supports the intent of the Neighborhood Residential and Office & Institutional designations of the proposed land use map.

By allowing continued investment into residential uses but also providing for limited non-residential uses on a corridor that serves as a transition between higher intensity commercial uses and lower intensity residential uses, the proposed zoning designation is supported by both the intent of the text and map of the land development plan.

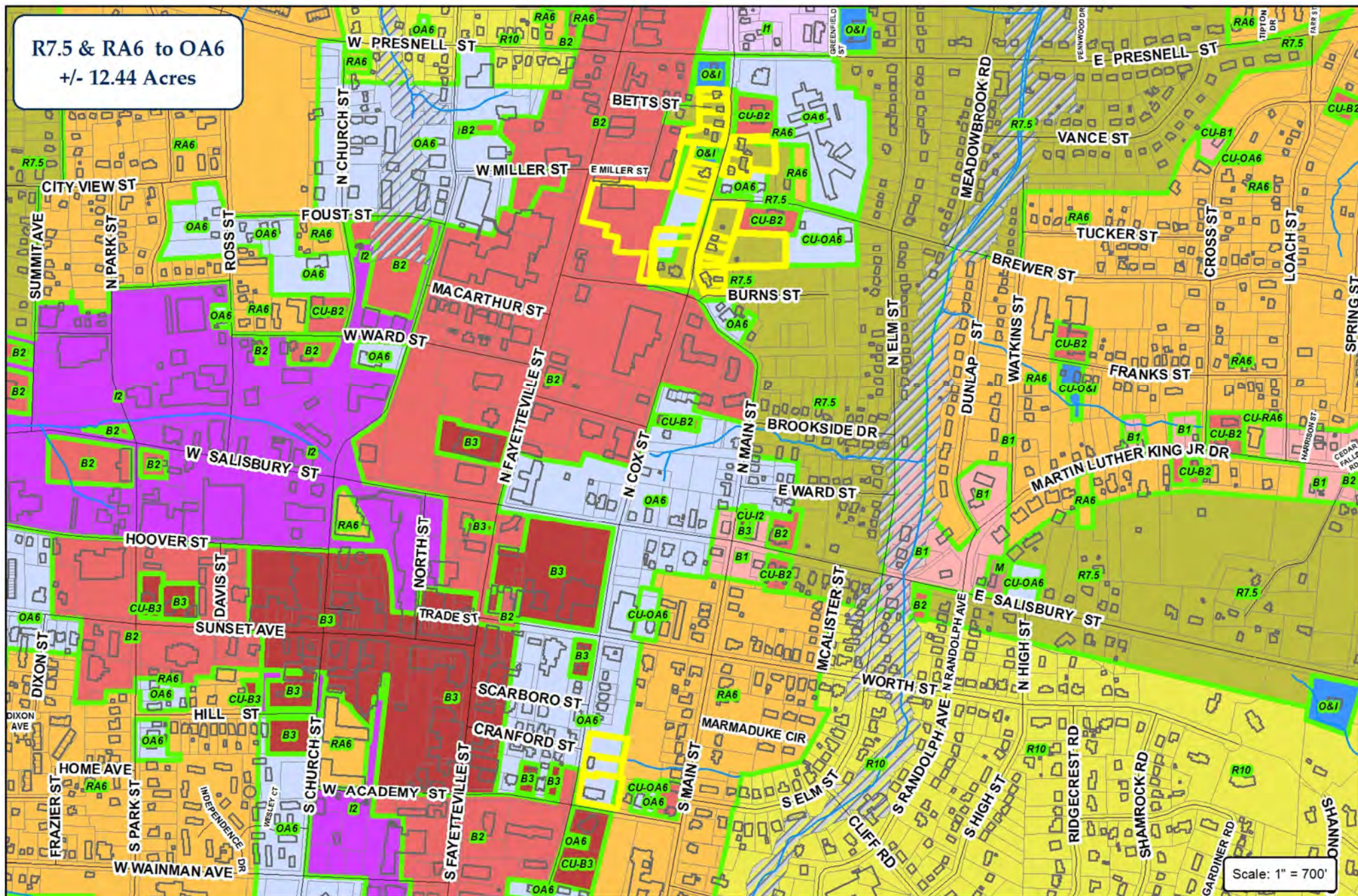
Considering these factors, staff believes that the requested OA6 district for both parcels is reasonable and in the public interest.

Recommendation In light of the above analysis, staff's recommendation is to approve the OA6 district request.

RZ-19-01 Legal Description

A request by the City of Asheboro to rezone various properties located along the east and west sides of Greensboro St, and South Cox Streets extending from East Presnell Street to north of Oakdale Street and consisting of the following Parcel Identification Numbers: 7751955628, 7751955620, 7751955515, 7751954467, 7751954350, 7751954246, 7751954232, 7751954128, 7751951036, 7751943912, 7751941783, 7751942788, 7751957445, 7751957367, 7751957430, 7751956394, 7751955071, 7751945940, 7751945824, 7751947861, 7751945704, 7751945609, 7751945614, 7751920210, 7751829013, 7751818990, 7751806936, 7751805899, 7751805884, 7751805747, 7750890628, 7750890621, 7750890583, 7750890326, 7750890294, 7750892520, 7750893128, 7750881680, 7750884640, 7750884368, 7750884384, 7750882237, 7750882280, 7750884170, 7750883020, 7750875983, 7750876849, 7750877861, 7750877489, & 7750970517. The request includes the following addresses: 460 N. Fayetteville Street, 167, 169 & 203 Burns St., 406, 420, 424, 506, 507, 514, 420, 523, 529, 535, 541 Greensboro St.; 205 E. Academy St.; and 179, 205, 423, 505, 513, 517, 802, 804, 816, 821, 829, 836, 845, 938, 943, 959, 963, 968, 972, 975, 978, 1013, 1031, 1120, & 1125 South Cox Street. The request is to rezone these properties from RA6 (High-Density Residential) and/or R7.5 (Medium-Density Residential) to OA6 (Office-Apartment).

**R7.5 & RA6 to OA6
+/- 12.44 Acres**



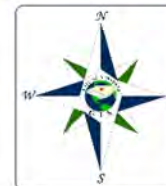
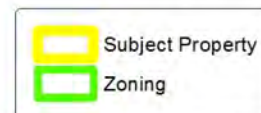
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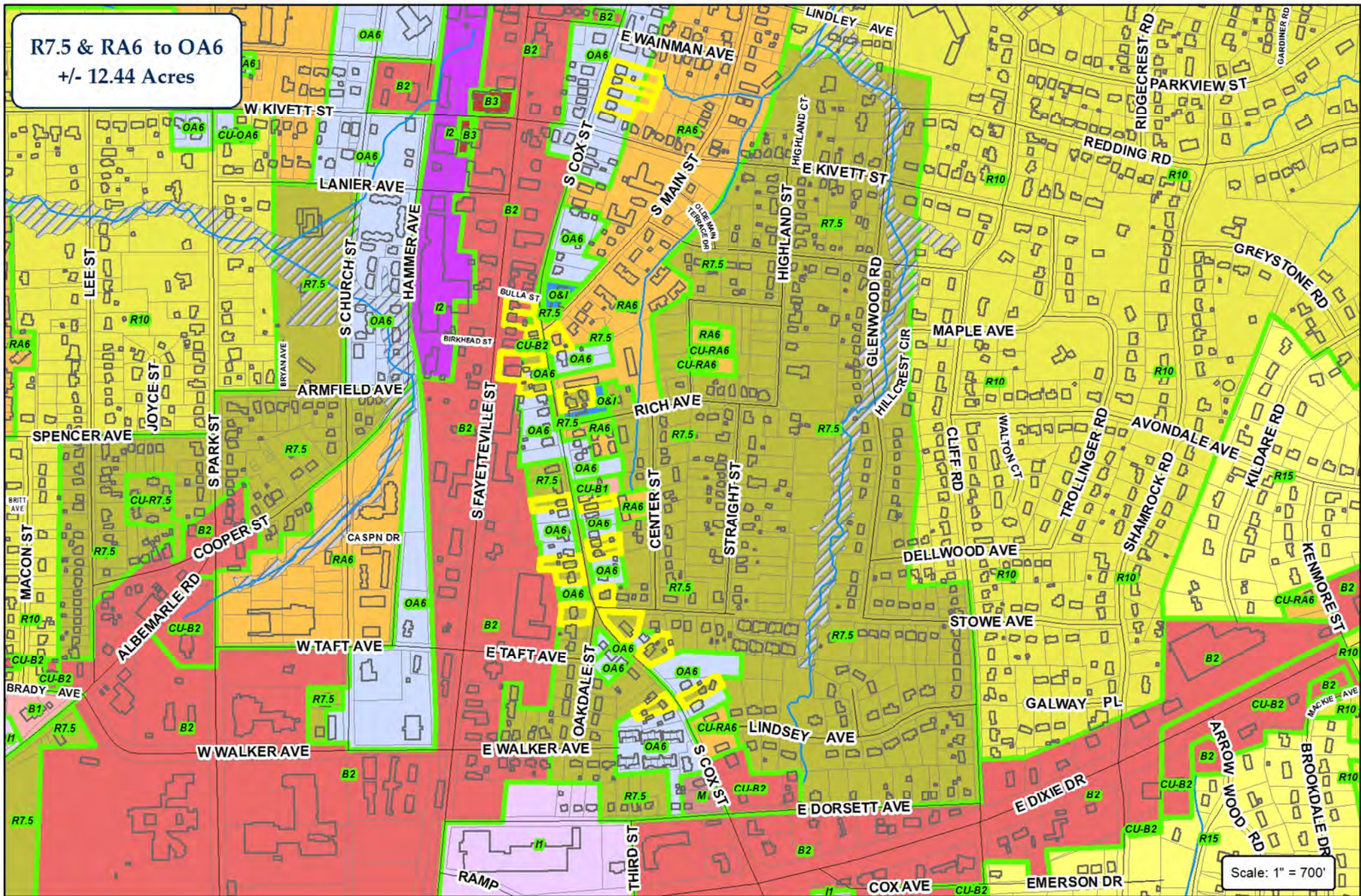
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-01

Map 1 of 2



R7.5 & RA6 to OA6
+/- 12.44 Acres



ETJ

City of Asheboro Planning & Zoning Department

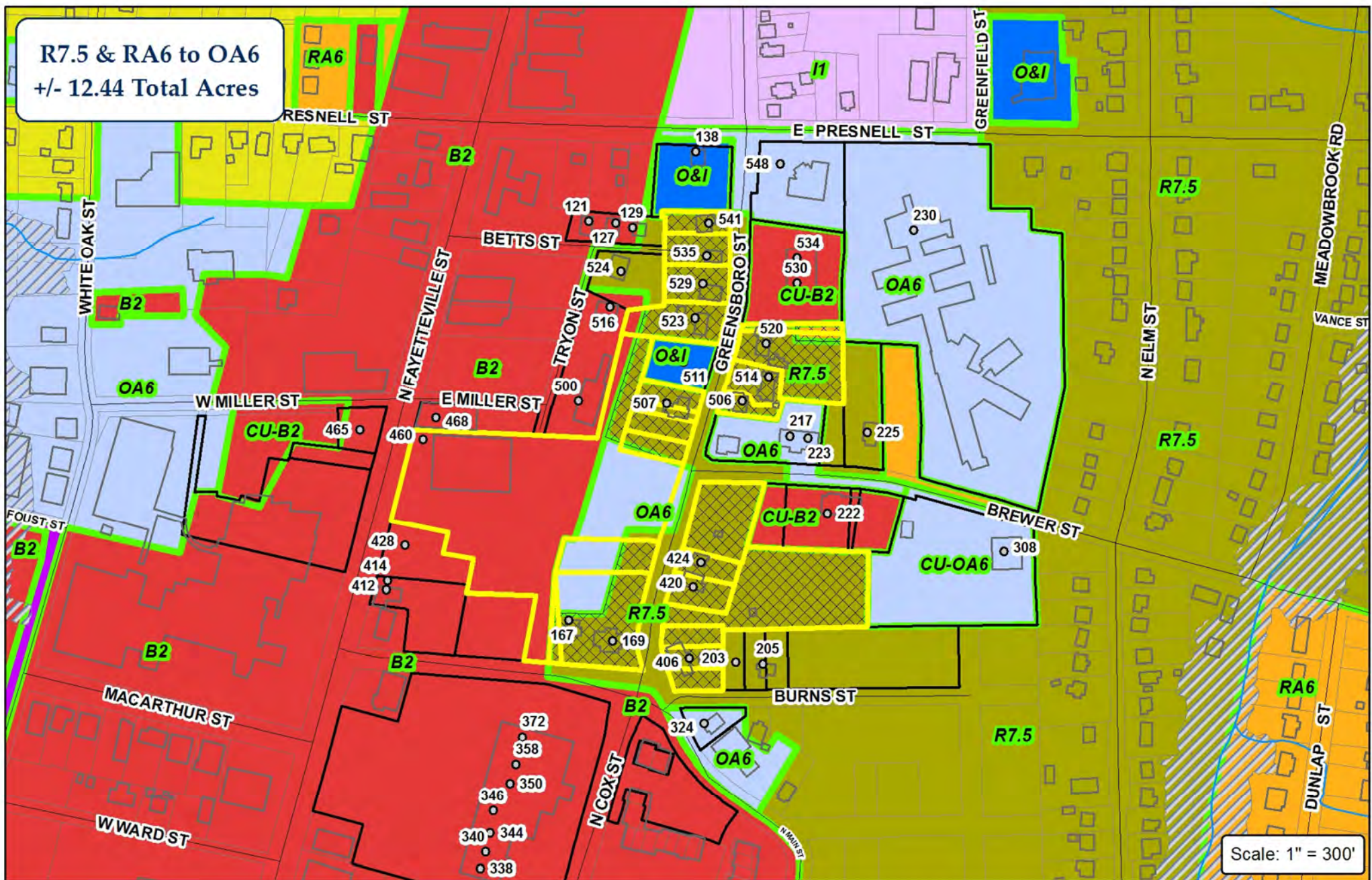
Rezoning Case: RZ-19-01

Map 2 of 2

Subject Property
Zoning



R7.5 & RA6 to OA6
+/- 12.44 Total Acres



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-01

Map 1 of 5

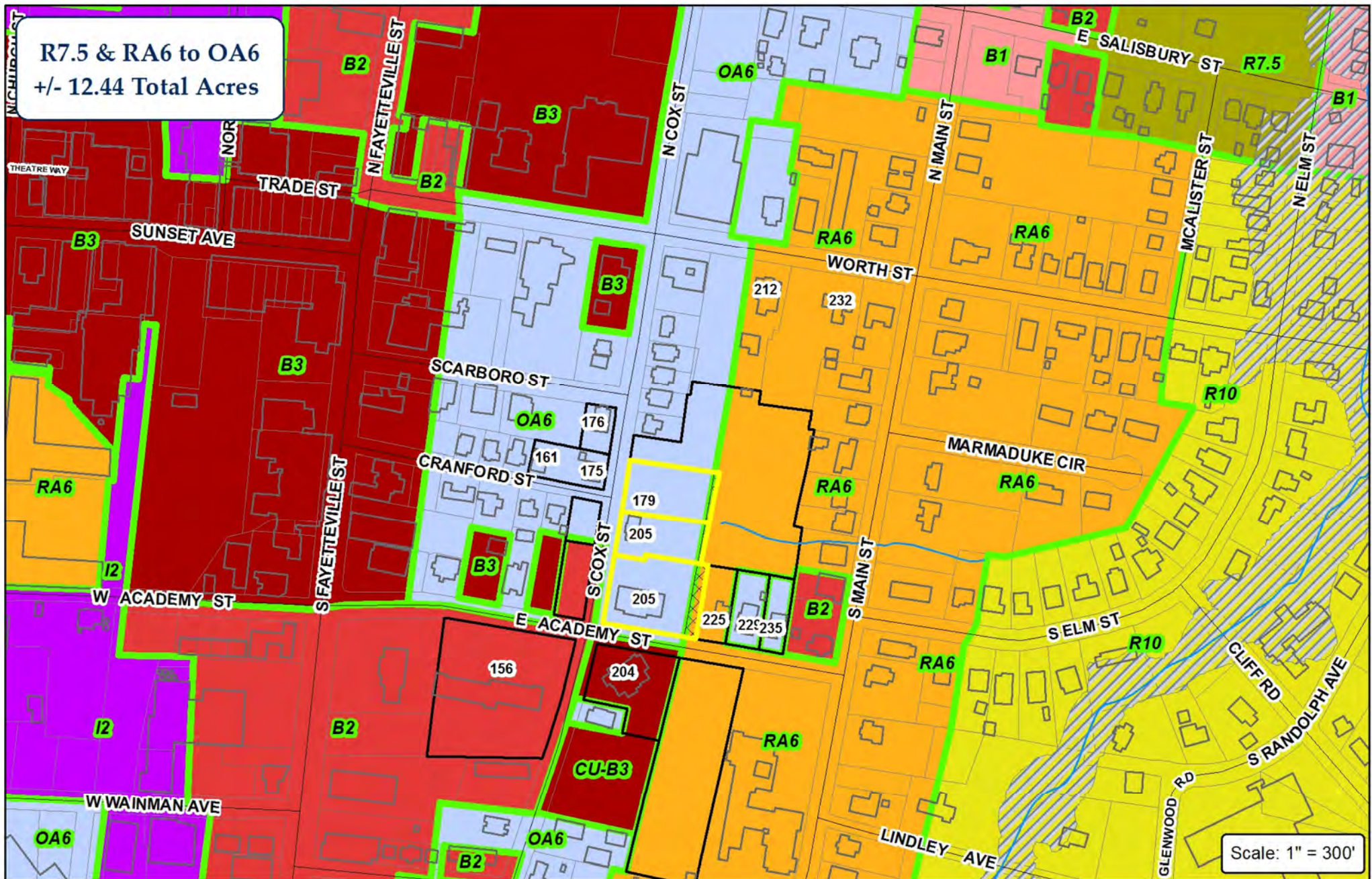


ETJ
Zoning

Subject Property
Portion of Property to be Rezoned
Adjoining Properties



R7.5 & RA6 to OA6
+/- 12.44 Total Acres



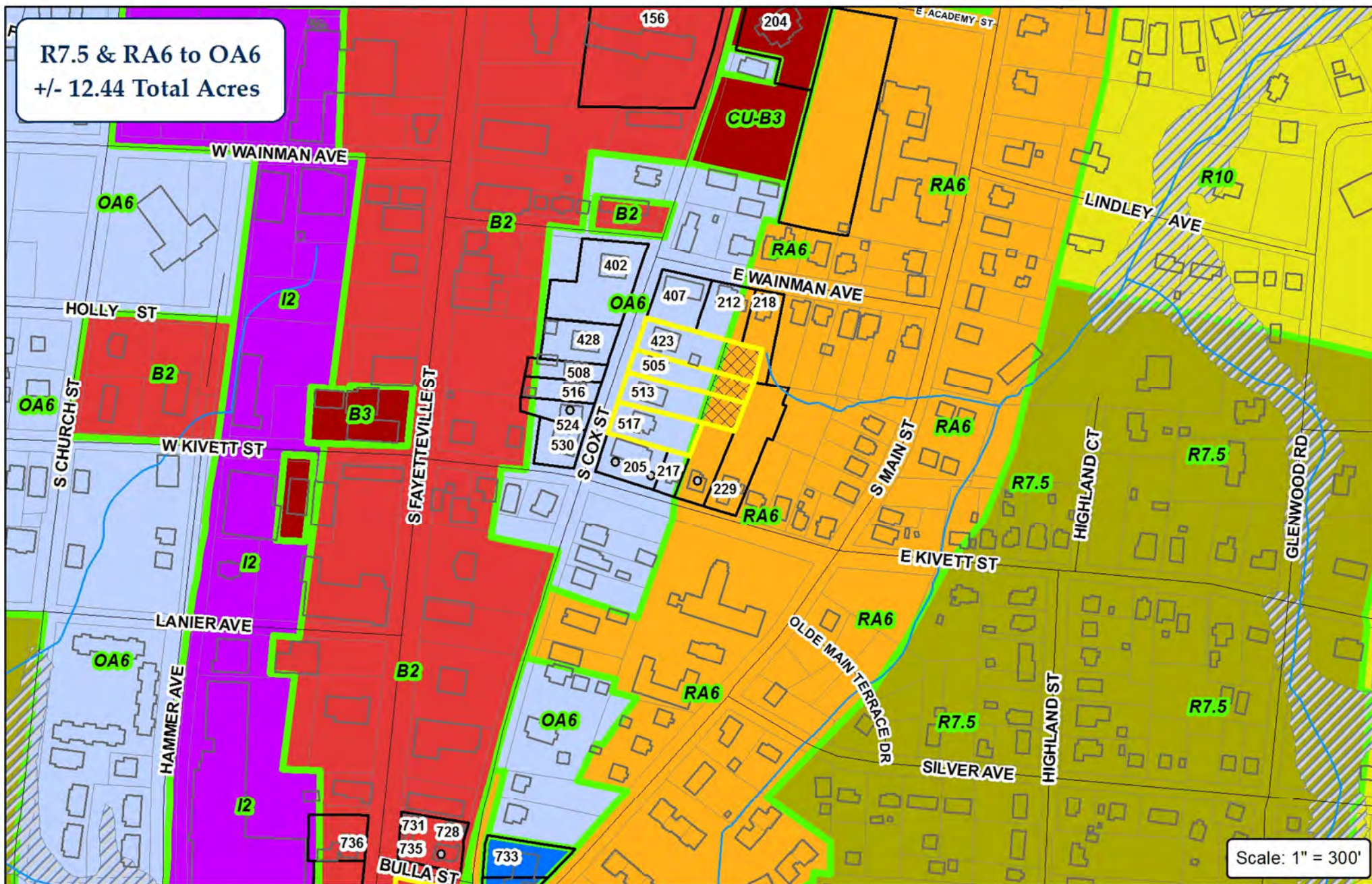
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-01

Map 2 of 5



R7.5 & RA6 to OA6
+/- 12.44 Total Acres

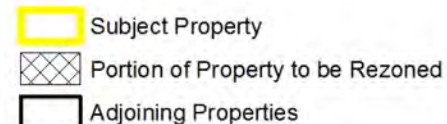


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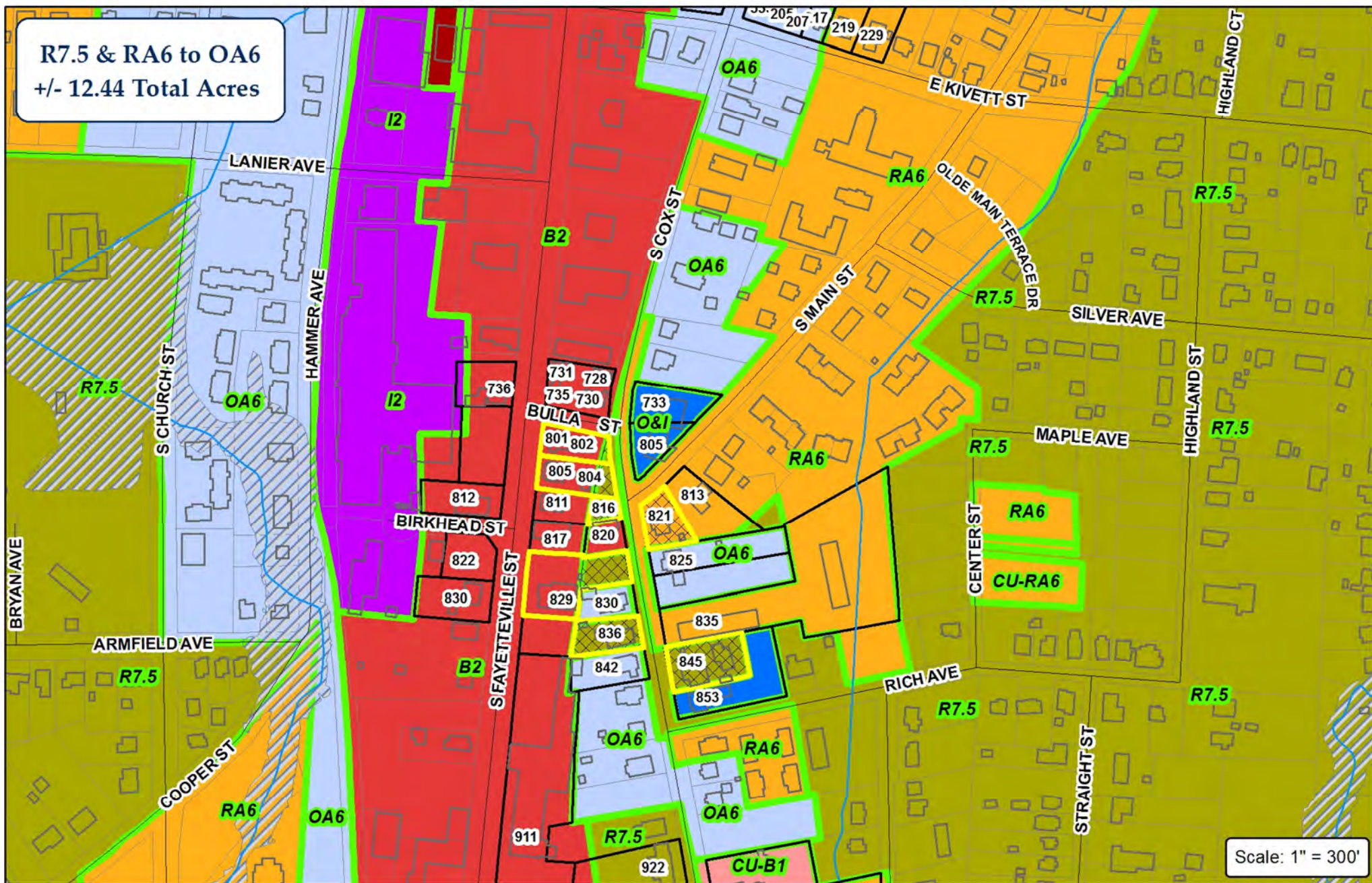
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-01

Map 3 of 5



R7.5 & RA6 to OA6
+/- 12.44 Total Acres



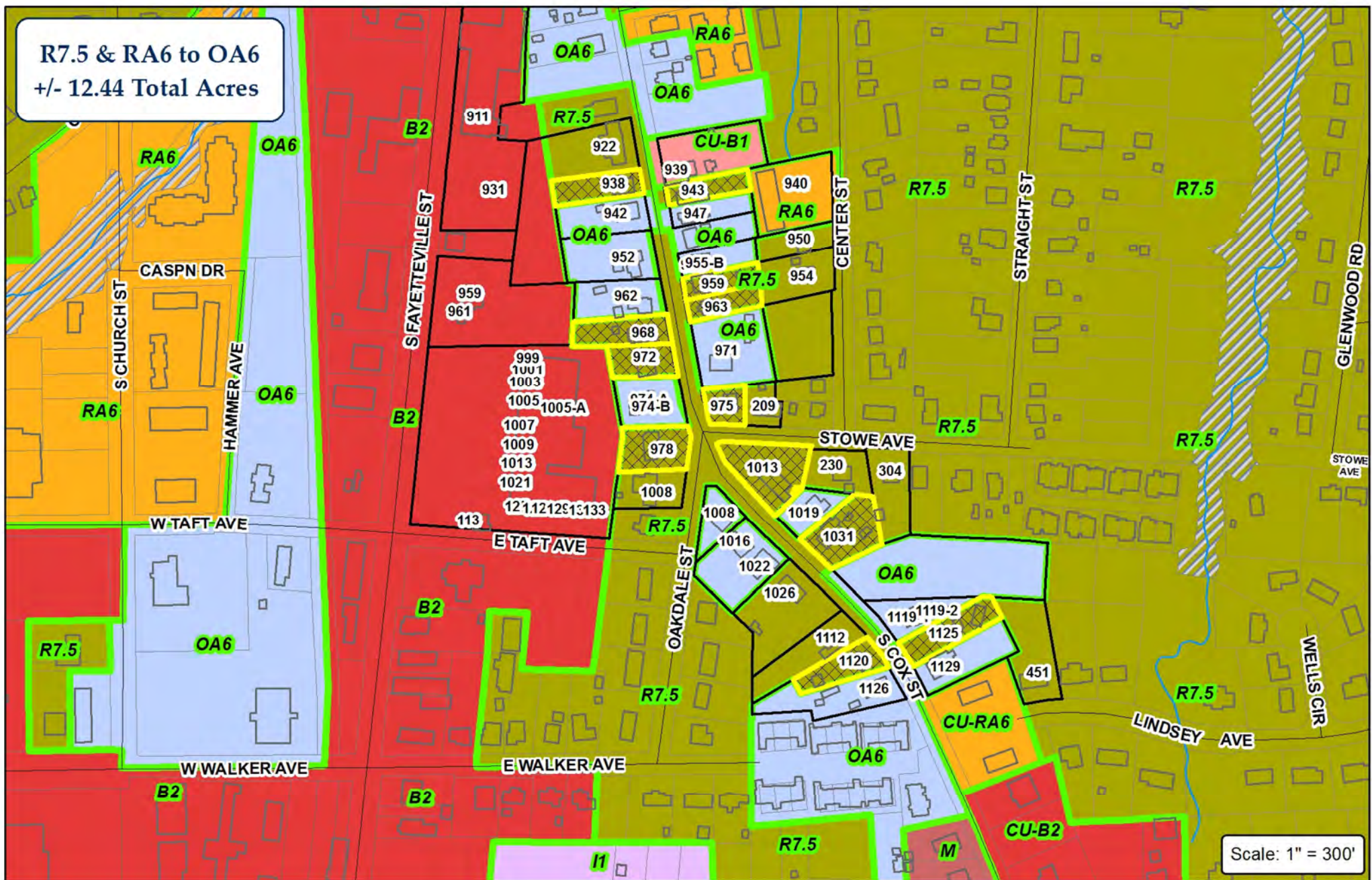
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-01

Map 4 of 5



R7.5 & RA6 to OA6
+/- 12.44 Total Acres



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-01

Map 5 of 5

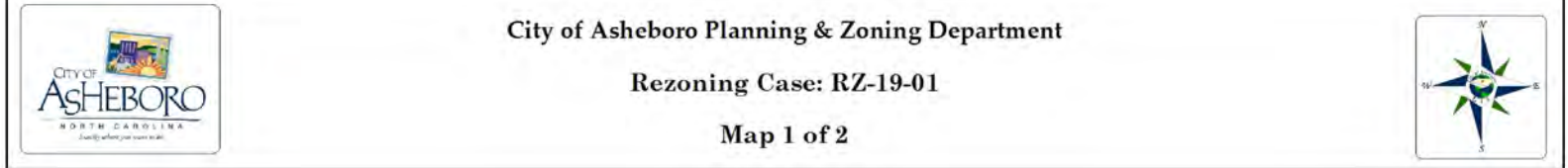


Center City Planning Area

Legend:

- Subject Property
- Central Business District - Tier 1
- CBD Fringe Development - Tier 2
- Commercial and Employment Center - Tier 3
- Public Parking Lots

Scale: 1" = 700'

[illegible]



CITY OF ASHEBORO
NORTH CAROLINA
Quality without your usual price.

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-01

Map 1 of 2





CITY OF ASHEBORO
NORTH CAROLINA
Quality without your usual price.

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-01

Map 1 of 2





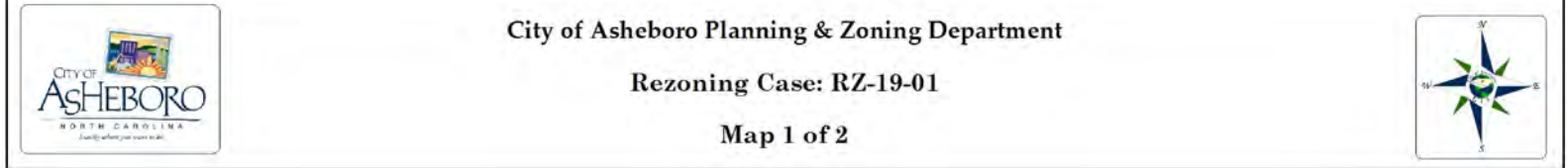
CITY OF ASHEBORO
NORTH CAROLINA
Quality without your usual price.

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-01

Map 1 of 2







CITY OF ASHEBORO
NORTH CAROLINA
Don't just arrive, just want to be.

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-01

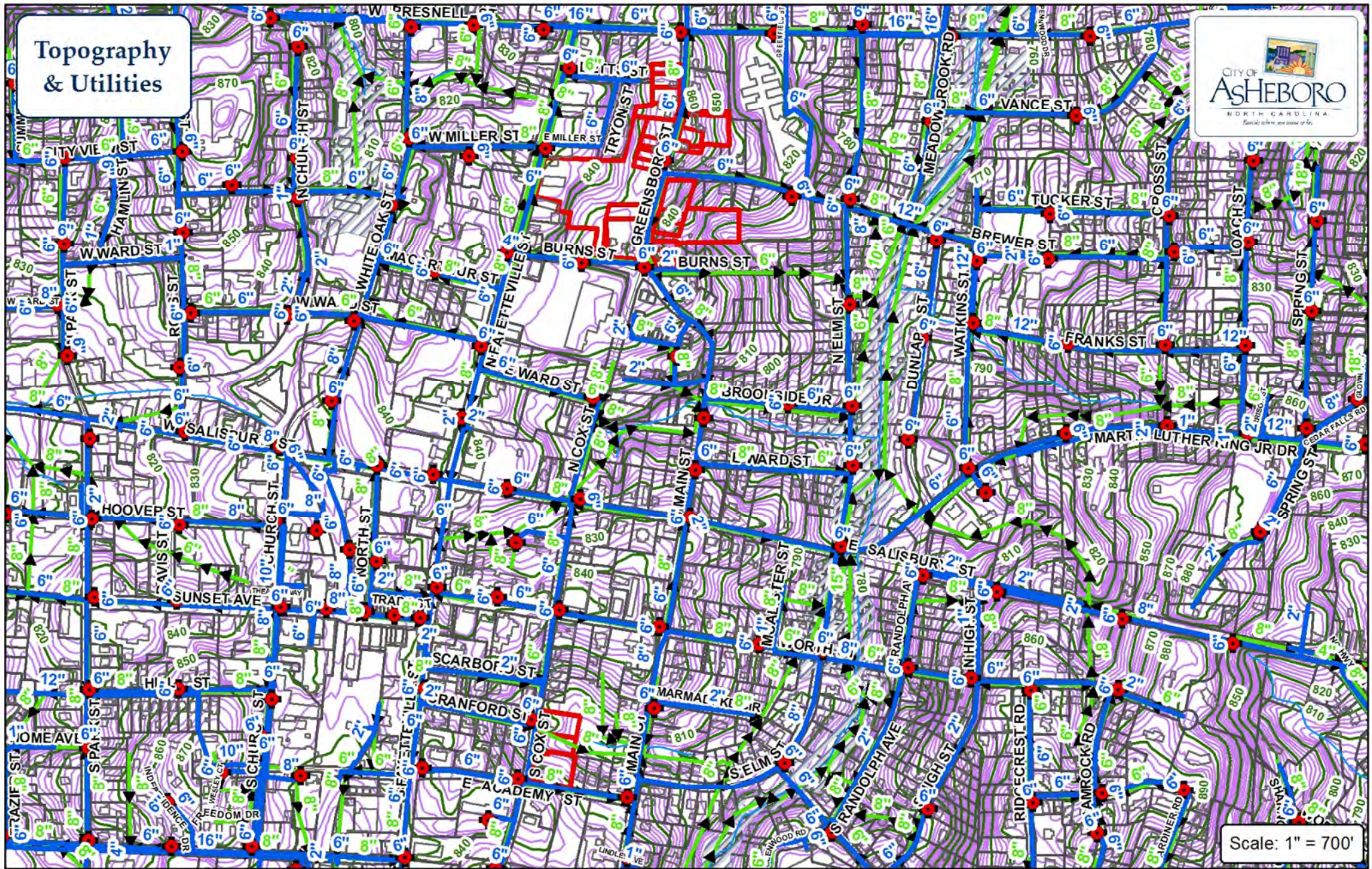
Map 2 of 2



Topography & Utilities

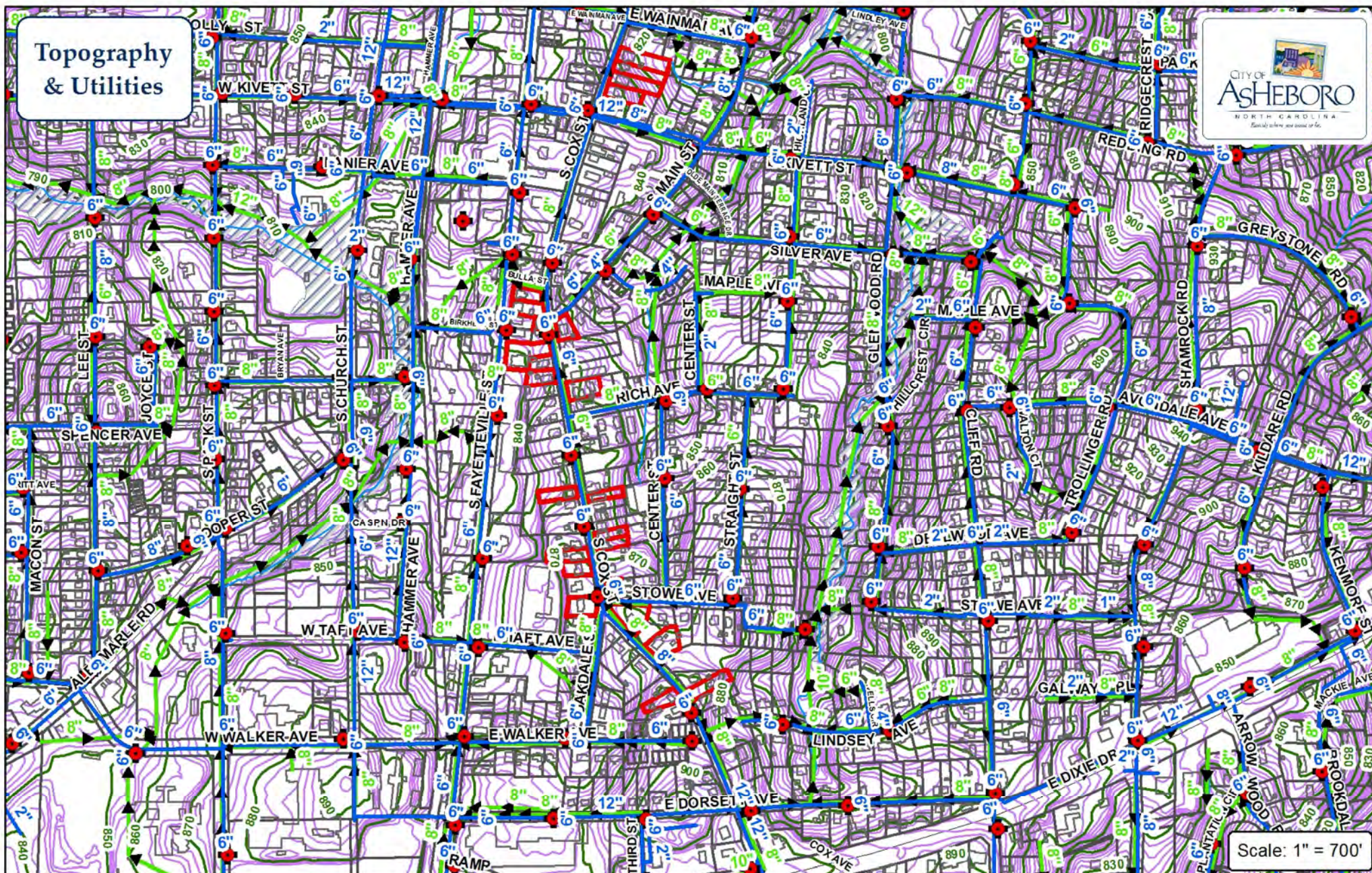
CITY OF ASHEBORO
NORTH CAROLINA
Quality where you make your home

Scale: 1" = 700'





CITY OF
ASHEBORO
NORTH CAROLINA



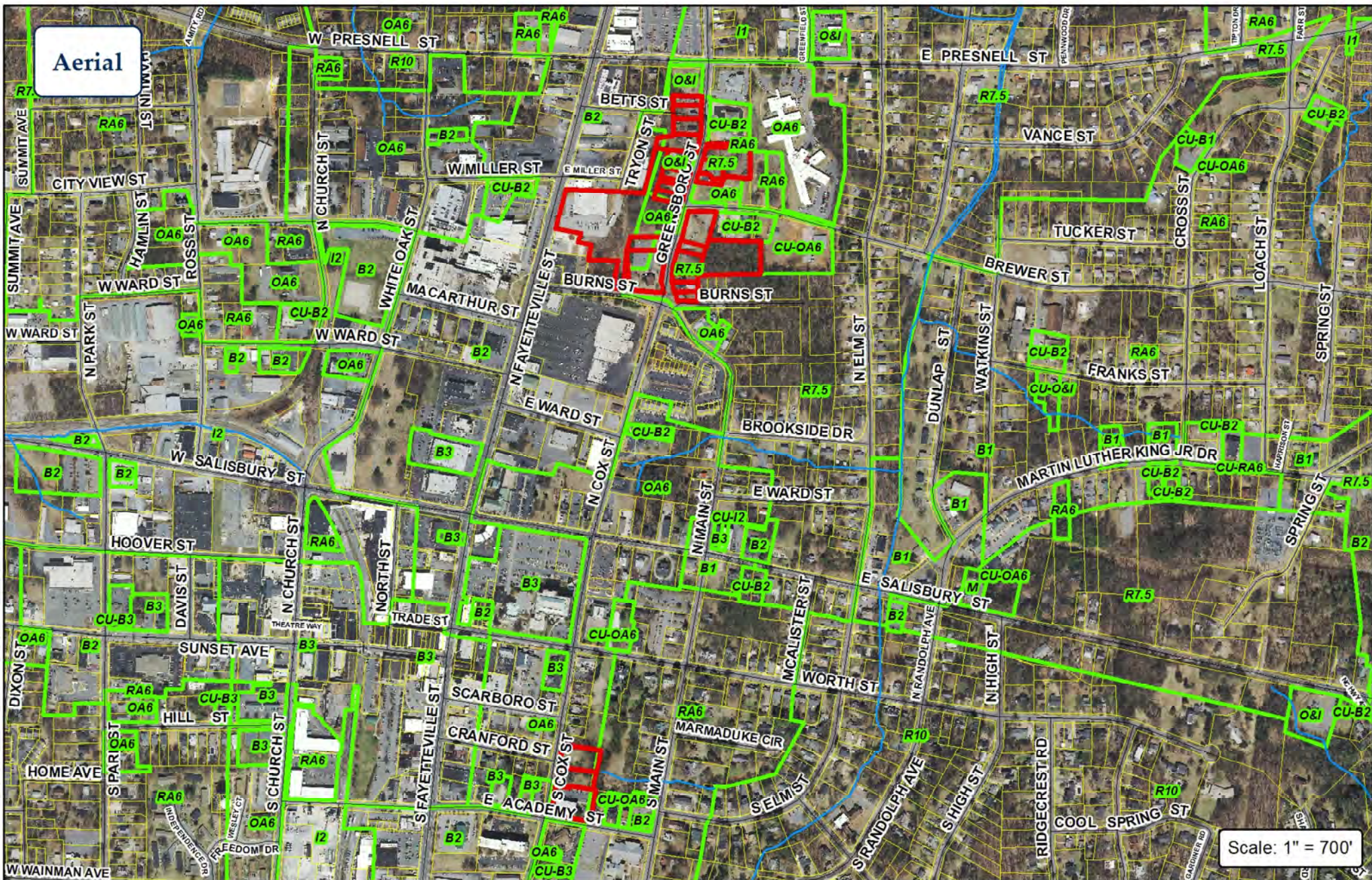
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	Water Main		Fire Hydrant
	Sewer Main		Pump Station
	Force Main		

**City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-19-01
Map 2 of 2**

☐ Subject Property





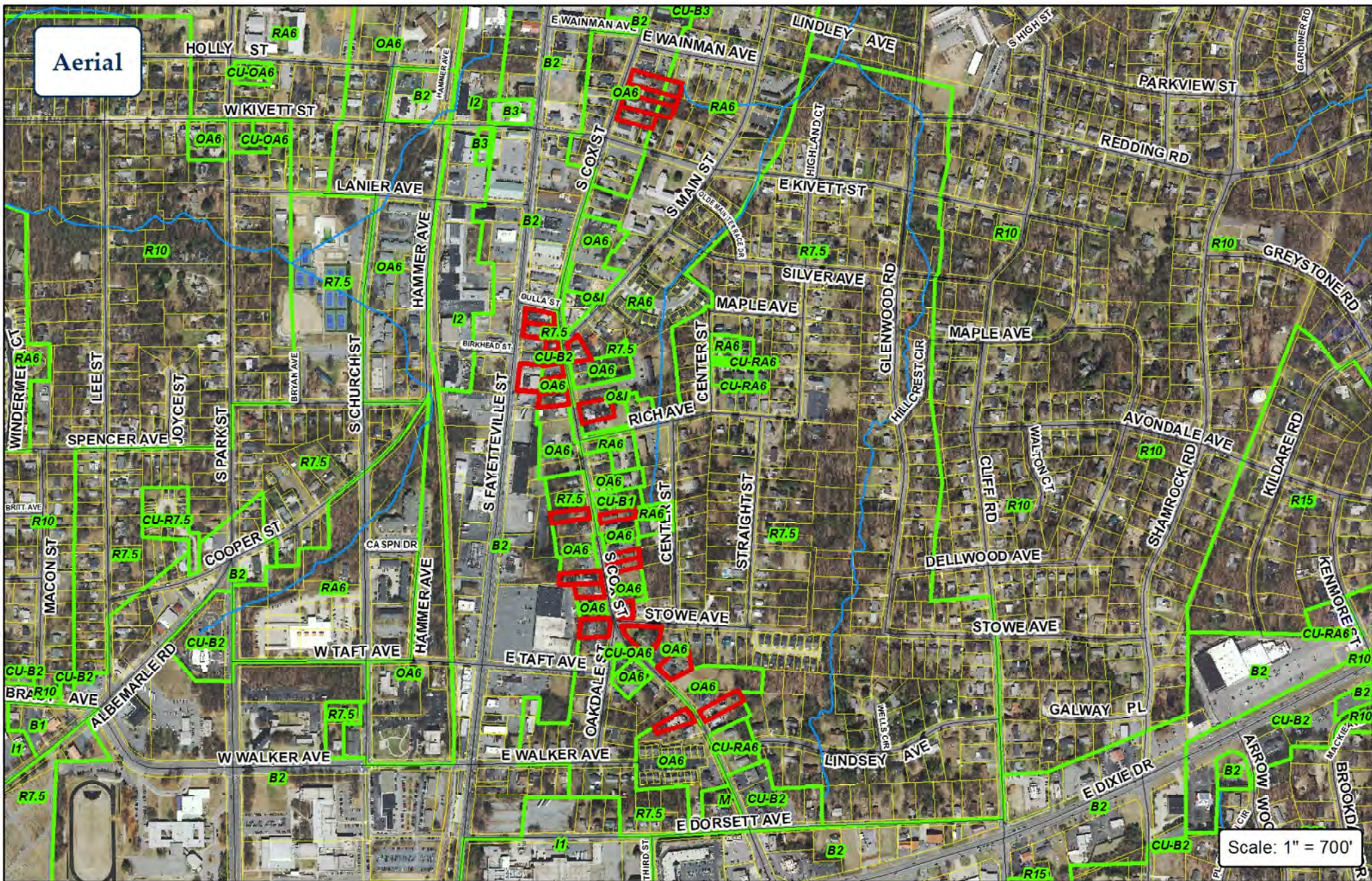
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-01

Map 1 of 2

- Subject Property
- Zoning







**RZ-19-02: Request to rezone from B2 (General Commercial) to R10
(Medium-Density Residential)**

145/159 Whitley St. on north side of Sherwood Avenue

Planning Board Recommendation & Staff Report

Planning Board Recommendation & Comments to City Council

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

Case # **RZ-19**
 -02

Date 2/4/19 PB

Applicant Larry McKenzie

Legal Description

The property of Larry McKenzie, located at 145 & 159 Whitley St., on the north side of Sherwood Avenue, totaling approximately 1.77 acres +/- of 7.34 acres +/- and more specifically identified by a portion of Randolph County Parcel Identification Number 7750249743.

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

Existing Zone B2

Land Development Plan See Rezoning staff report

Planning Board Recommendation

Approve.

Reason for Recommendation

The Planning Board concurred with staff reasoning.

Planning Board Comments

Rezoning Staff Report

RZ Case # RZ-19-02

Date 3/7/19 City Council

General Information

Applicant Larry McKenzie
Address 1021 Sunset Avenue
City Asheboro NC 27203
Phone 336-953-2913
Location Sherwood Avenue/145 & 159 Whitley St.

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

Existing Zone B2/R10 **Existing Land Use** Undeveloped/Single-Family Dwelling
Size 1.77 acres +/- of 7.34 acres +/- **Pin #** 7750249743

Applicant's Reasons as stated on application

There is a need for this type housing & as designed would promote the public health, safety, & general welfare of the public. If developed to R10 standards, this will allow for more housing options & types while ensuring it's developed to similar surrounding areas.

Surrounding Land Use

North Commercial

East Single-family/Two-family

South Single-family/two-family

West Single-family/Commercial

Zoning History N/A

Legal Description

The property of Larry McKenzie, located at 145 & 159 Whitley St., on the north side of Sherwood Avenue, totaling approximately 1.77 acres +/- of 7.34 acres +/- and more specifically identified by a portion of Randolph County Parcel Identification Number 7750249743.

Analysis

1. The property is inside the city limits.
2. Sherwood Ave. & Harvell St. Extension are city-maintained local streets. Whitley Street is a private street.
3. There are currently two structure that were formerly used for single-family dwellings on the property.
4. The requested R10 zoning allows for single-family and two-family dwellings. Currently, the majority of the property is zoned R10.
5. The zoning ordinance describes the intent of the R10 district as having a "moderate intensity of residential uses, usually single family or two family in character and served by central water supply and sewage disposal systems, plus the necessary governmental and other support facilities to service such urban intensity living." The B2 district is described as "intended to serve the convenience goods, shoppers goods retail and service needs of the motoring public, both local and transient. This district should always be located with access directly to minor thoroughfares or higher classification streets, but never local residential streets."
6. Although the portion of the property being requested for rezoning is currently zoned B2 General Commercial, no commercial activity exists on this portion of the property.
7. The zoning ordinance generally prohibits accessing commercial property through residential property. The portion of the property zoned B2 has no public street access without using the portion of the property currently zoned R10 residential.

Rezoning Staff Report

RZ Case # RZ-19-02

Page 2

Consistency with the 2020 LDP Growth Strategy designations

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

Proposed Land Use Map Designation Commercial/Neighborhood Residential

Small Area Plan Central

Growth Strategy Map Designation Primary Growth

LDP Goals/Policies Which Support Request

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

Checklist Item 5: Complies with Growth Strategy Map

Checklist Items 12, and 13: 12.) Property is located outside of watershed 13.) The property is located outside of Special Hazard Flood Area.

Rezoning Staff Report

RZ Case # RZ-19-02

Page 3

LDP Goals/Policies Which Do Not Support Request

Checklist Item 1: Does not comply with LDP proposed land use map

Checklist Item 14: Rezoning is located on steep slopes of greater than 20%.

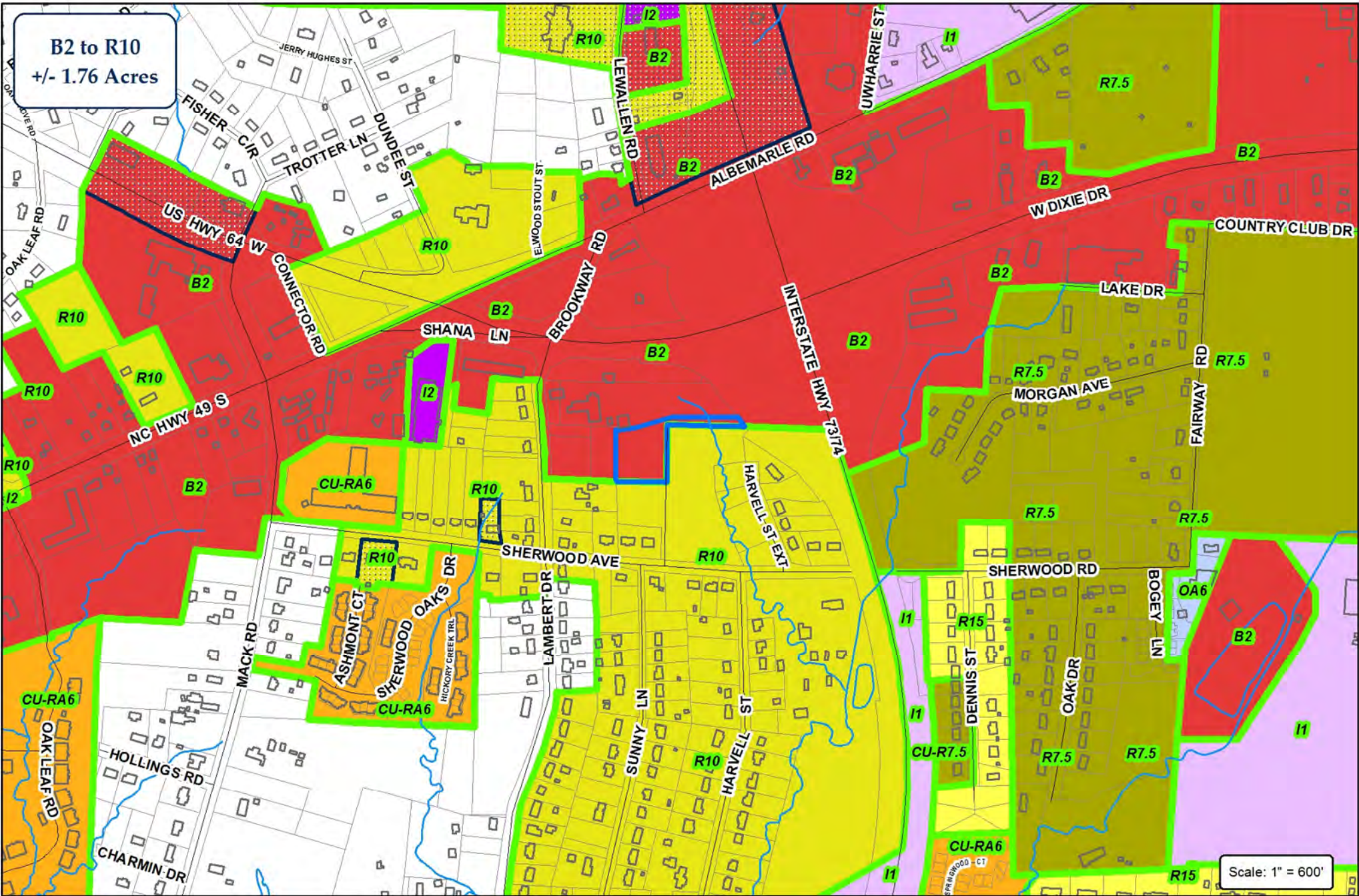
Staff's Final Analysis Concerning Consistency with Adopted Comprehensive Plans, Reasonableness and Public Interest

Staff believes that the proposed R10 zoning district is consistent with residential zoning and single- and two-family residential uses that exist in the area and the single-family residential use of the subject property.

Although the land development plan designates a portion of this property for commercial use, staff contends that there are significant limitations in being able to develop the B2 portion of the property for commercial use if the property stands on its own without being part of a cohesive commercial development. The zoning ordinance prohibits accessing commercial property through private residential property, which precludes commercial development on the portion of the property zoned B2. The zoning ordinance description of the B2 district stating that access should be from a "minor thoroughfare or higher classification street but never local, residential streets", also makes commercial development of the B2 portion of the property less feasible.

Considering these factors, staff believes the requested R10 zoning district is generally consistent with the Land Development Plan and therefore is generally in the public interest by supporting a reasonable use of property.

Recommendation In light of the above analysis, staff's recommendation is to approve the R10 district request.



B2 to R10
+/- 1.76 Acres

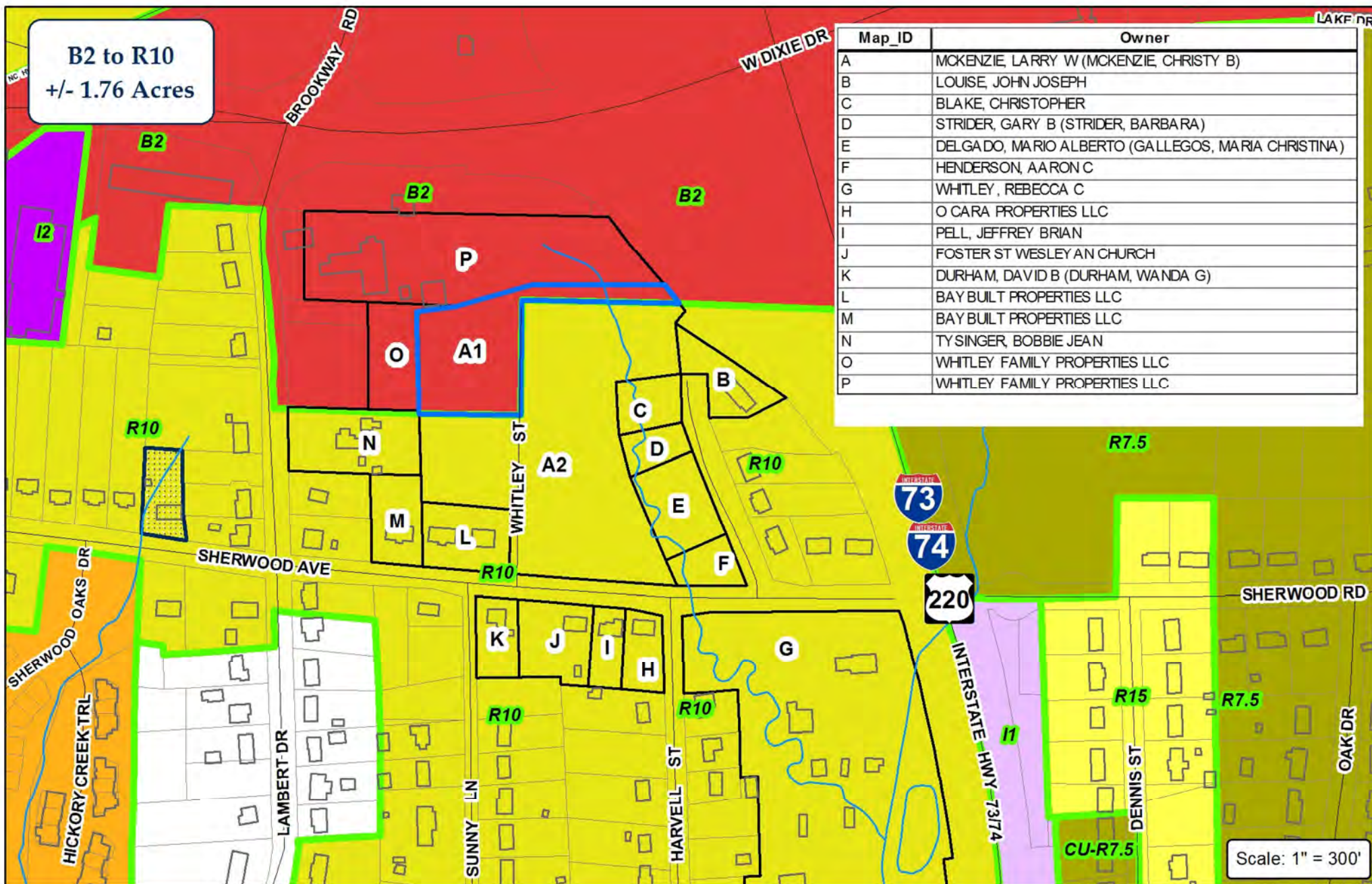


City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-02

Parcel: 7750249743 (pt.)

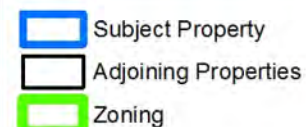




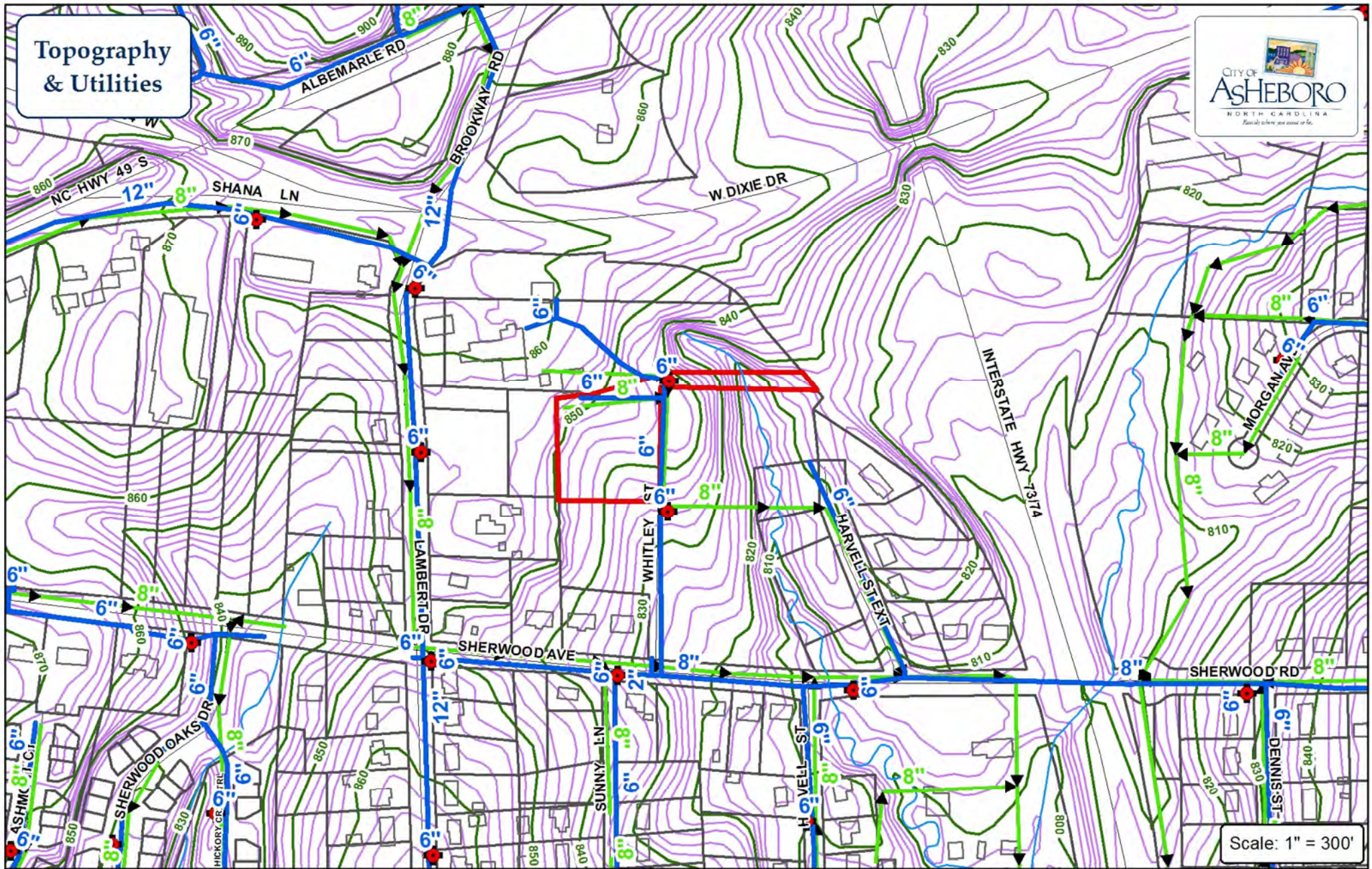
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-02

Parcel: 7750249743 (pt.)



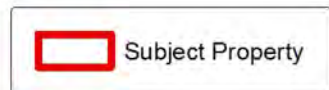
Topography & Utilities



Scale: 1" = 300'

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

City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-19-02
Parcel: 7750249743 (pt.)

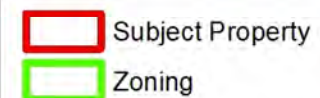




City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-02

Parcel: 7750249743 (pt.)





SUP-19-02/SUB-19-01: Sherwood Townhomes

Sherwood Avenue and Whitley Street

(Special Use Permit for a Residential Planned Unit Development, including the required Subdivision Sketch Design)

Staff Report

SPECIAL USE PERMIT STAFF REPORT

SUP Case No. **SUP-19-02**

3/7/2019 City
Council

General Information

Applicant Larry
McKenzie

Address 1021 Sunset Avenue

City Asheboro NC 27203

Phone 336-953-2913

Location Sherwood Avenue/145 & 159 Whitley St.

Requested Action Special Use Permit for residential planned unit development

Existing Zone B2/R10 **Existing Land Use** Undeveloped/ Formerly 2 Single-Family Dwellings

Size 7.34 acres +/-

Pin # 7750249743

Applicants Reason as stated on application

Construction of 28 Townhomes (combination of 11 duplexes & 6 single townhome units).

Staff Note: Since the application was filed, the site plan has been revised and the current proposal is for 29 townhome style dwelling units.

Surrounding Land Use

North Commercial **East** Single-family/Two-family

South Single-family/two-family **West** Single-family/Commercial

Zoning History N/A

Growth Strategy Map Primary Growth

Proposed LDP Map Commercial/Neighborhood
Residential

Legal Description

The property of Larry McKenzie, located at 145 & 159 Whitley St., on the north side of Sherwood Avenue, totaling approximately 7.34 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7750249743.

Analysis

1. The applicant is proposing a Residential Planned Unit Development consisting of twenty nine (29) dwelling units.
2. Sherwood Avenue, which provides access to the proposed development, is a local, city-maintained street. As noted in Section 630, Item (3), "residential PUDs may have direct access to City streets or State roads which are not major or minor thoroughfares, provided such access will not create safety hazards due to design or congestion." The City Engineer has no objection to the street connection as proposed.
3. The applicant is also requesting a rezoning to the R10 Medium-Density Residential zoning district for the portion of the property currently zoned B2 General Commercial. Regardless of whether the Special Use Permit is granted or initiated, the R10 district allows all uses permitted by right in that district.
4. A combination of publicly (city) maintained and privately maintained streets are proposed.
5. A small recreation areas consisting of passive picnic areas is proposed on the north side of the property.
6. The site plan shows dwelling units will consist of single-story units with single- or two-vehicle garages. Of the 29 dwellings, five are standalone detached dwellings and 24 are located in structures with two dwellings in each structure.

LDP Conformity Issues

See rezoning staff report.

SPECIAL USE PERMIT STAFF REPORT

SUP Case No. SUP-19-02

Page 2

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

Staff Comments

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

Suggested Conditions

DRAFT CONDITIONS AS OF 3-1-2019:

- (A) All permits from NC Department of Environment and Natural Resources shall be obtained as required.
- (B) Fire hydrant location(s) shall be coordinated with the Fire Department.
- (C) A declaration of restrictive covenants prohibiting recreational vehicle (including boat) parking as required by the subdivision ordinance shall be submitted and recorded with the final plat.
- (D) Except as noted, roads, driveways, parking areas, storm sewer systems, and other improvements shall be maintained by the homeowners' association.
- (E) The site plan indicates that mail delivery will be through individual mail boxes. Should the United States Postal Service require a community mail box, such drop off area shall be designed in accordance with commonly accepted traffic engineering practices. Should the developer choose or be required to construct the community mailbox and any associated vehicular areas in a location completely on private property, this shall not be considered a modification of the Special Use Permit, subject to Section 606 of the Asheboro Zoning Ordinance.
- (F) The following information shall be included on a revised site plan to be reviewed by City staff for inclusion into the file without further review by City Council.
 - a.) Additional detail concerning street lighting fixtures.
 - b.) Correct labeling of Sherwood Avenue as a city-maintained street.
 - c.) Confirmation as to whether sight distance triangle located on the west side of Whitley Street at the intersection of Sherwood Avenue has an easement from the adjoining property owner. If not, this sight distance triangle shall be removed.
 - d.) Detail concerning proposed front yard landscaping along Whitley Street.
- (G) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the owner(s) of the Zoning Lot shall properly execute, and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Special Use Permit in the chain of title for the Zoning Lot.

SPECIAL USE PERMIT STAFF REPORT

SUP No. SUP-19-02

Page 3

For Special Use Permit Hearings:

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

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

SUP Requirements

Section 630A: Zoning Ordinance Requirements for Residential Planned Unit Developments

1. Residential Planned Unit Developments may be permitted in any R40, R15, R10 R7.5, RA6 or OA6 zoning district as long as the proposed development contains a minimum of 2 acres. Those uses ordinarily permitted by right, by SUP, or as an accessory within the district the development is to be located may be included in the development.

2. Review of an application for a PUD SUP shall occur simultaneously with a review of plats submitted in compliance with the Asheboro Subdivision Ordinance. If the PUD requires review as a “major” subdivision the Sketch Design Plat shall be properly submitted, reviewed and recommended by the Planning Board for the City Council’s consideration at the same meeting as the PUD SUP. The Sketch Design Plat and the site plan required for the SUP may be combined on one plat so long as the requirements for each are met. If the PUD requires a “minor subdivision the required subdivision plat shall be properly submitted for

approval. Approval shall be subject to any conditions of the PUD SUP and granted only after approval of the SUP by the City Council. (9/02)

3. Residential PUDs may have direct access to City streets or State roads which are not major or minor thoroughfares, provided such access will not create safety hazards due to design or congestion.

4. Streets within a PUD may be public or private according to the regulations of the Asheboro Subdivision Ordinance.

5. The yard and height regulations set forth in Table 200-1 may be modified for a PUD, provided that, for such development as a whole, excluding public street right-of-ways or the area dedicated to private streets but including individual lots, common area, parks and other permanent open spaces, there shall not be less than the required area per dwelling unit for the district in which such development is located.

6. Utilities shall be planned and installed according to the Asheboro Subdivision Ordinance.

7. Provisions and plans for garbage and waste collection shall be included with the application.

8. Buffers and/or screening shall be installed and maintained based on the types of individual uses contained within the development as per Article 304A.

9. Signs will be regulated as per Article 500.

10. Off street parking shall be provided as per Article 400.

11. General landscaping shall be installed and maintained. Plans indicating all required and non-required landscaping shall be submitted as part of the application

SUBDIVISION STAFF REPORT

CASE # SUB-19-01

Date 3/7/19 City Council

GENERAL INFORMATION

Subdivision Name Sunny Day Townhomes
Requested Action Subdivision Sketch Design
Applicant Larrv McKenzie
Address 1021 Sunset Avenue
Phone 336-953-2913
Location Sherwood Avenue/145 & 159 Whitley St.

PARCEL INFORMATION

PIN 7750249743

Size 7.34 acres +/-

Number of Lots 29 + common area

Existing Zoning R10/B2

Average Lot Size 3,072 SF

Existing Land Use Single-family dwelling/undeveloped

Surrounding Land Use

North Commercial

East Single-family/Two-family

South Single-family/two-family

West Single-family/Commercial

LAND DEVELOPMENT PLAN

Growth Strategy Map Primary Growth

Proposed Land Use Map Neighborhood Residential/Commercial

Small Area Plan Map Central

Identified Activity Center? No

Development Issues

1. The development (Residential Planned Unit Development) also requires a Special Use Permit and rezoning from B2 (General Commercial) to R10 (Medium-Density Residential) on a portion of the property.
2. The applicant proposes a mix of detached patio style homes and attached duplex style units, with two dwellings in each structure.
3. The applicant proposes a combination of city-maintained and privately maintained streets. Whitley Street, proposed as a city maintained street contains approximately 640 linear feet. The other privately maintained streets include 1,000 linear feet.
4. One recreation area on the northern side of the property is proposed.
5. The subdivision ordinance generally specifies that proposed streets provide future access to adjacent properties. All properties that are adjacent to the subject property are developed, making this requirement impractical.

SUBDIVISION STAFF REPORT

DEPARTMENT COMMENTS

Engineering Plat corrections have been addressed.

Public Works Additional revisions to proposed utility locations (i.e. water, sewer, storm sewer) may be needed prior to approval of Preliminary Plat for construction.

Planning

- 1.) The following items shall be included on the Preliminary Plat:
 - a.) Additional detail concerning street lighting fixtures.
 - b.) Correct labeling of Sherwood Avenue as a city-maintained street.
 - c.) Confirmation as to whether sight distance triangle located on the west side of Whitley Street at the intersection of Sherwood Avenue has an easement from the adjoining property owner. If not, this site distance triangle shall be removed. Staff note: These corrections were noted after the February 4, 2019 Planning Board meeting.

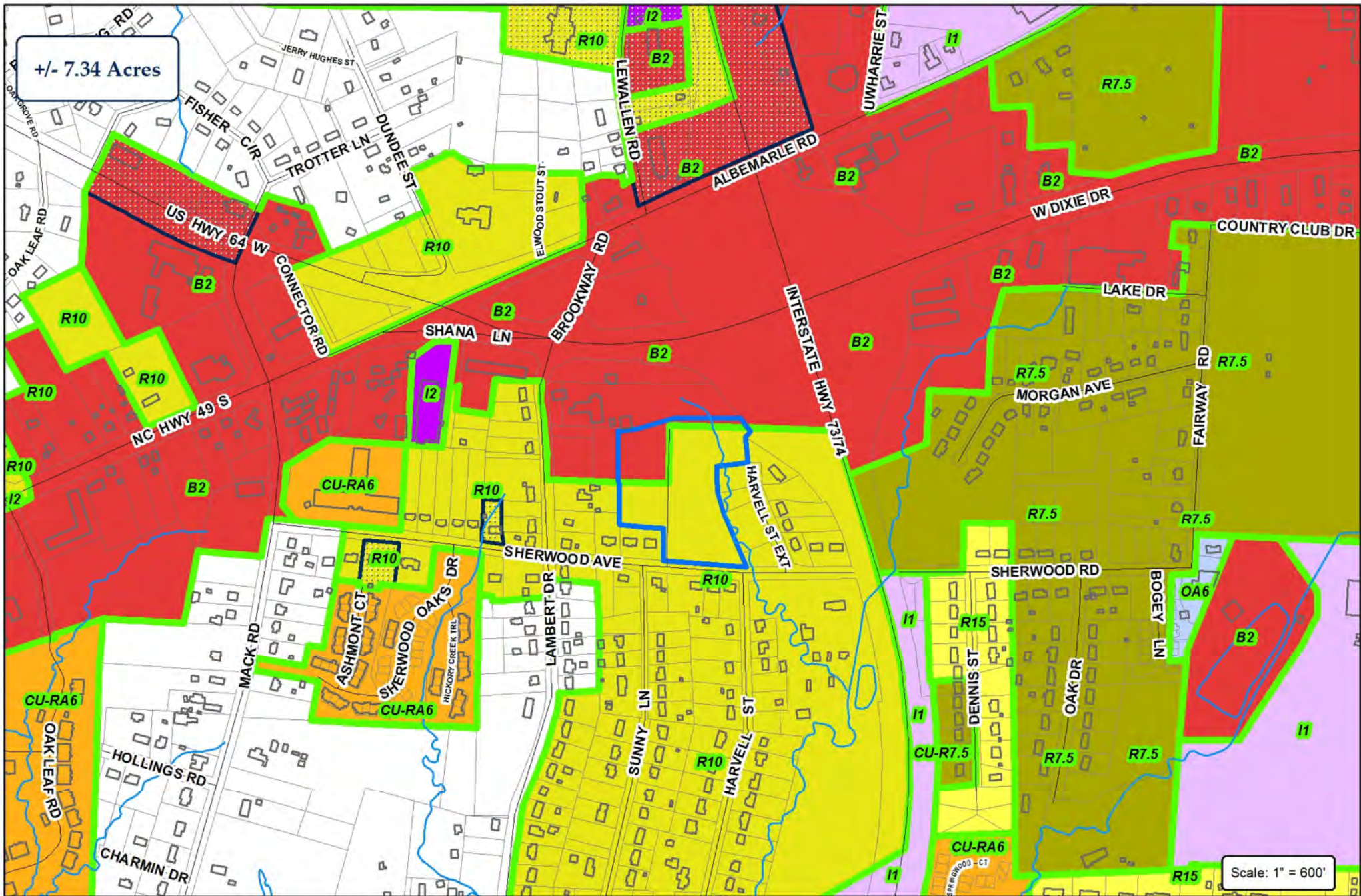
2.) Homeowners documents are required to be recorded with the final plat, which must include maintenance mechanisms for the common area, and restrictions concerning recreational vehicle (RV) parking.

3.) The plat contains information beyond the requirements of a Sketch Design.

Other The proposal was shared with Asheboro City Schools and NC Department of Transportation. Both responded that they had no concerns.

Staff Recommendation Staff's recommendation as of 2-28-19 is to approve the sketch design subject to any corrections and comments as noted.

Planning Board Recommendation The Planning Board recommended approval during its February 4, 2019 Planning Board meeting, subject to comments and corrections noted by staff.

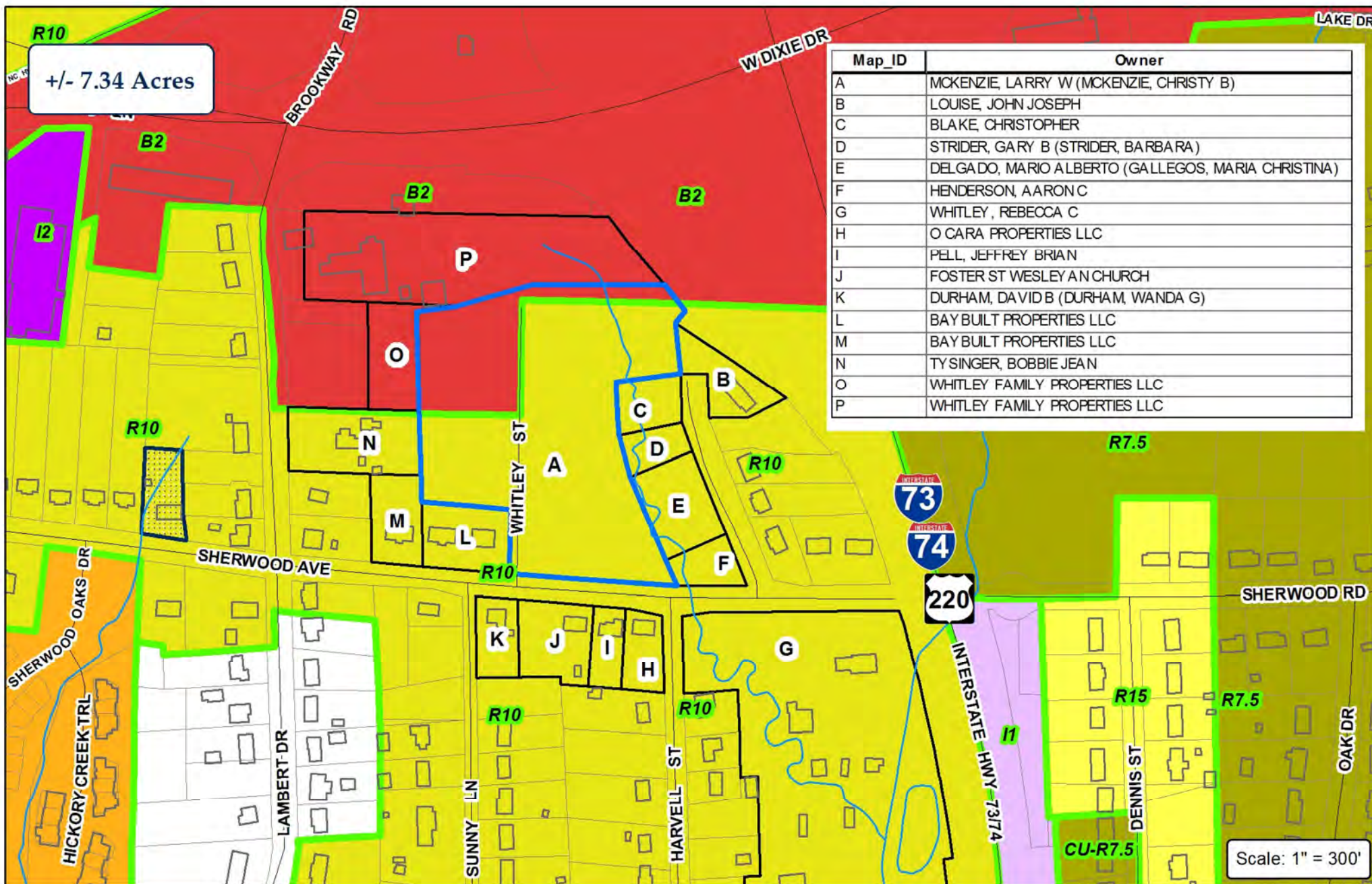


City of Asheboro Planning & Zoning Department

Special Use Permit: SUP-19-02

Parcel: 7750249743

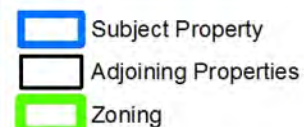




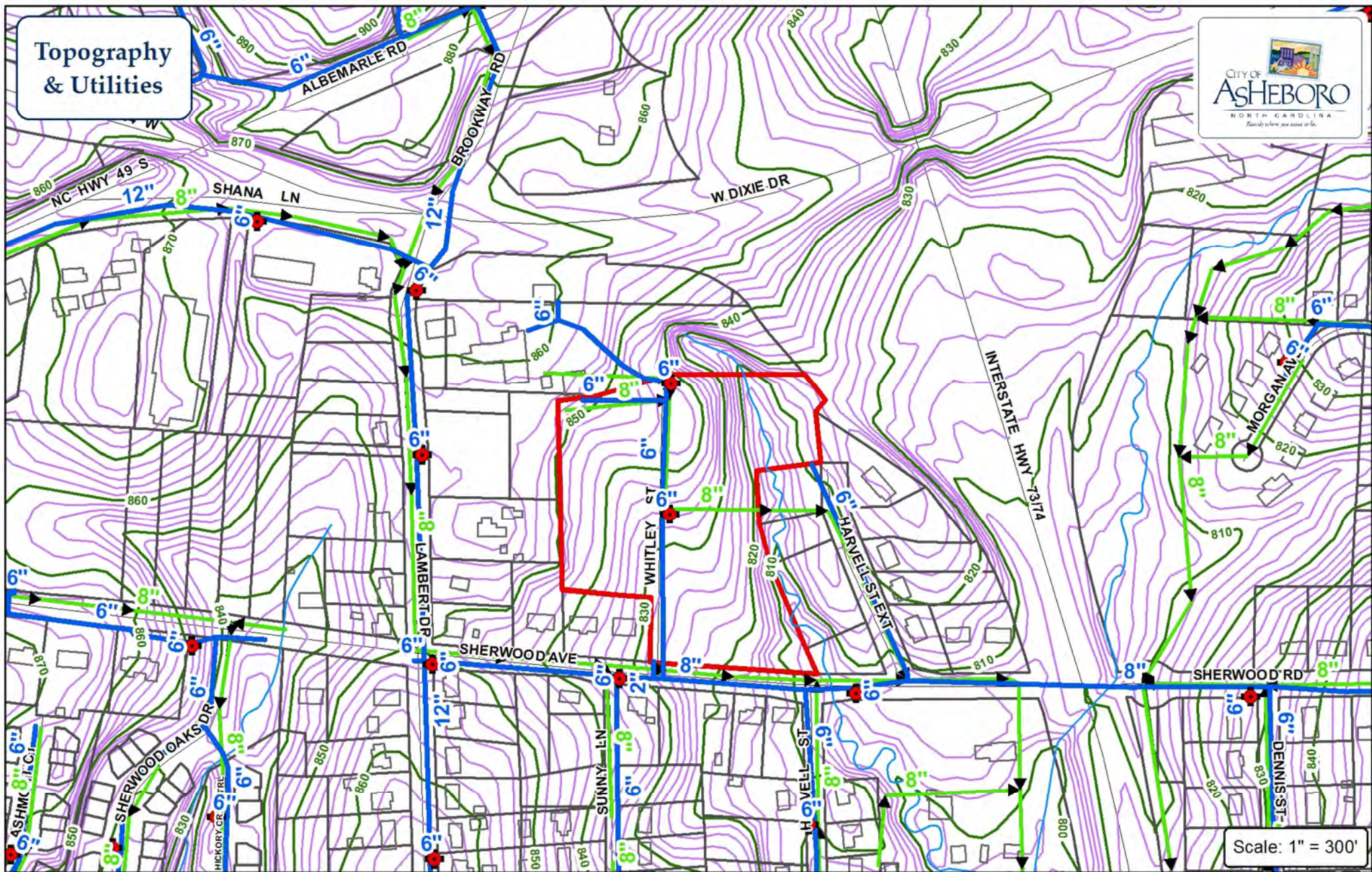
City of Asheboro Planning & Zoning Department

Special Use Permit: SUP-19-02

Parcel: 7750249743



Topography & Utilities



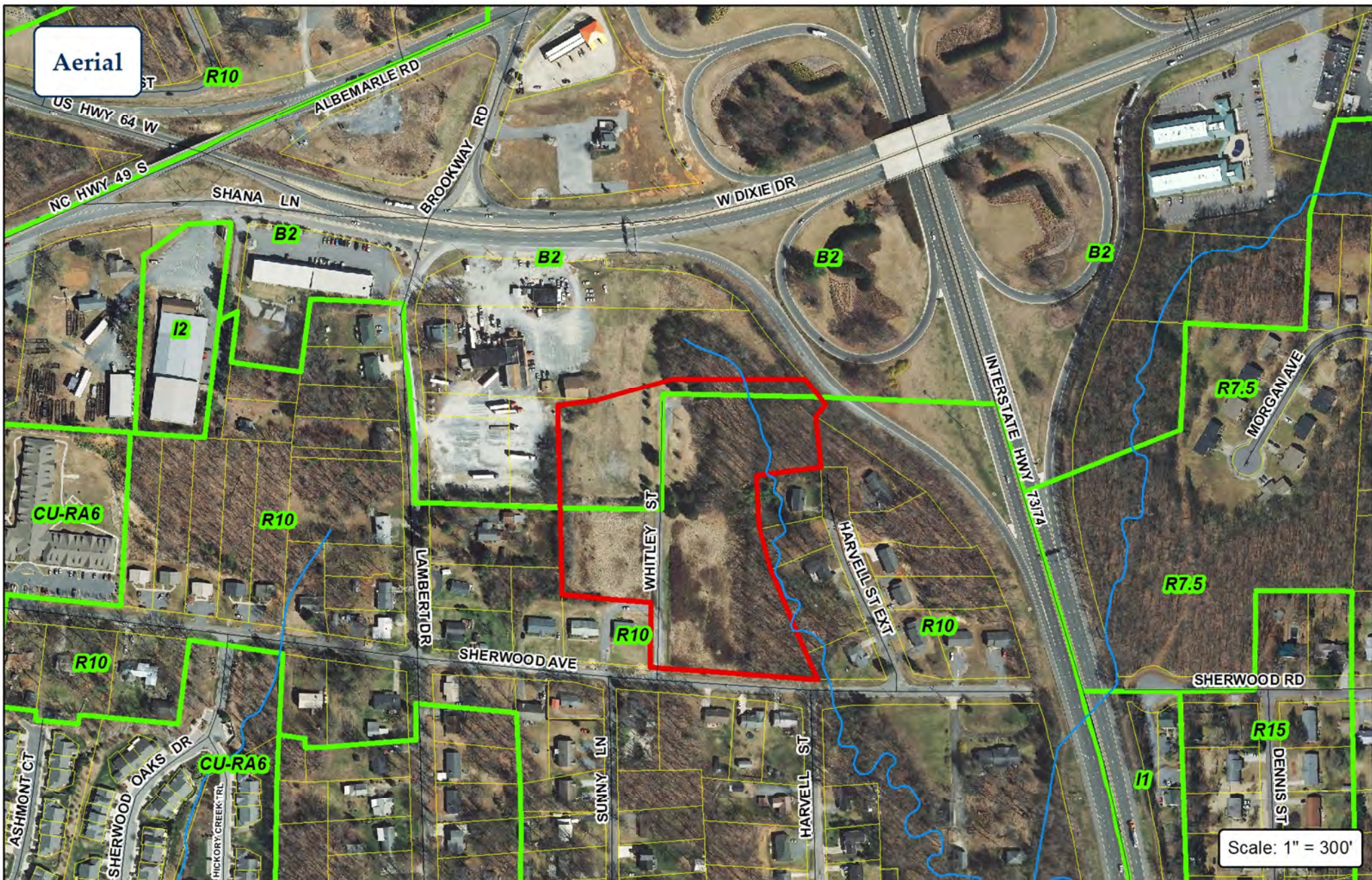
Scale: 1" = 300'

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

City of Asheboro
Planning & Zoning Department
Special Use Permit: SUP-19-02
Parcel: 7750249743

Subject Property

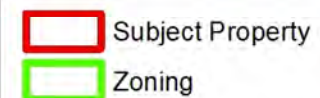




City of Asheboro Planning & Zoning Department

Special Use Permit: SUP-19-02

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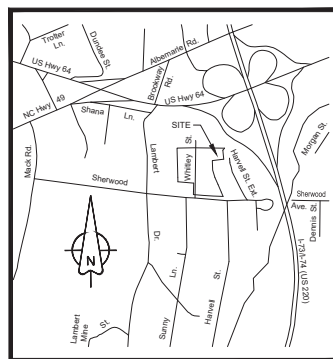
CIVIL SITE DEVELOPMENT PLANS
FOR
SUNNY DAY TOWNHOMES

SHERWOOD AVE
RANDOLPH COUNTY - ASHEBORO - NORTH CAROLINA

PROJECT NO.: E-5153
FEB. 2019



Summey Engineering Associates, PLLC
Engineering - Land Planning - Consulting
P.O. Box 968
Asheboro, NC 27204
ph: (336) 328-0902 fax: (336) 328-0922
email: mack@asheboro.com



VICINITY MAP
N. T.S.

#	SHEET INDEX
0	COVER SHEET
1	GENERAL NOTES
2	EXISTING SITE PLAN
3	SITE AND UTILITY
4-6	GRADING, DRAINAGE & EROSION CONTROL
7-9	PLAN AND PROFILE SHEETS
10-15	DETAILS

1. THE INFORMATION SHOWN HEREIN WAS TAKEN FROM BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY: SURVEY CAROLINA 516B SOUTH COX STREET, ASHEBORO, NC PHONE: (336) 460-0216 AND ASHEBORO GIS
2. ALL DIMENSIONS AND LOCATIONS ARE BASED ON THE BEST AVAILABLE INFORMATION
3. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF UTILITIES WITH THE UTILITY OWNERS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. ALL HANDICAPPED SITE FEATURES SHALL BE CONSTRUCTED TO MEET ALL FEDERAL, STATE AND LOCAL CODES.
5. ANY DISCREPANCY IN ARCHITECTURAL PLANS, AND/OR ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE ENGINEER PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SETBACKS, EASEMENTS, AND DIMENSIONS SHOWN HEREIN BEFORE BEGINNING CONSTRUCTION.
6. THE CONTRACTOR SHALL CONTACT ALL OWNERS OF EASEMENTS, UTILITIES, AND R.O.W.'S. PUBLIC OR PRIVATE, PRIOR TO WORKING IN THESE AREAS.
7. ACCESS TO UTILITIES, HYDRANTS, STREET LIGHTING, ETC, SHALL REMAIN UNDISTURBED, UNLESS COORDINATED WITH RESPECTIVE UTILITY.
8. DO NOT SCALE THIS DRAWING AS IT IS A REPRODUCTION AND SUBJECT TO DISTORTION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING ROAD OR MATERIAL DUE TO CONSTRUCTION OPERATIONS, ALL STREET SURFACES, DRIVEWAYS, CULVERTS, CURBS AND GUTTERS, ROADSIDE DRAINAGE DITCHES, AND OTHER STRUCTURES THAT ARE DISTURBED OR DAMAGED IN ANY MANNER AS A RESULT OF CONSTRUCTION SHALL BE REPLACED OR REPAIRED IN ACCORDANCE WITH THE SPECIFICATIONS.
10. ALL COLOR AND REDUCTION ADJUSTMENTS TO THE ORIGINAL OF THE SOIL, UNDER BUILDINGS AND PAVED AREAS SHOULD BE FOLLOWED AS DESCRIBED IN THE REPORT OF SUBSURFACE EXPLORATION AND GEOTECHNICAL EVALUATION PREPARED BY BUILDING & EARTH SCIENCES, LLP.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, ALL CONSTRUCTION TO BE IN ACCORDANCE WITH PERMITS ISSUED AND APPLICABLE TO STATE, COUNTY, AND LOCAL CODES.
12. THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES, THE PROCAUTIONS OF ALL UNDERGROUND UTILITIES IS NOT GUARANTEED. SHOWN PLANS AND WHERE SHOWN ARE ONLY APPROXIMATE. THE CONTRACTOR IS THE INITIATIVE AND AT AN EXTRA COST SHALL HAVE LOCATED ALL UNDERGROUND LINES AND STRUCTURES AS NECESSARY. NO CLAIMS FOR DAMAGES OR EXTRA COMPENSATION SHALL ACCRUE TO THE CONTRACTOR FROM THE PRESENCE OF ITEMS SUCH AS PIPE OR OTHER OBSTRUCTIONS OR FROM ANY DAMAGE TO UNDERGROUND STRUCTURES. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL NONSUBSIBING UTILITIES. THE CONTRACTOR(S) SHALL CONTACT NC "ONE CALL" 800-444-8000 OR 444-8000 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
13. SEEDING TO BE INSTALLED TO LOCAL REQUIREMENT & STANDARD PRACTICES.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO VERIFY THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED, NO CONSTRUCTION OR FABRICATION OF ANY ITEM SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED ALL PLANS AND ANY OTHER DOCUMENTATION FROM ALL OF THE PERMITTING AND ANY OTHER REGULATORY AUTHORITIES. FAILURE OF THE CONTRACTOR TO FOLLOW THE PERMITS REQUIREMENTS SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY FOR ANY SUBSEQUENT MODIFICATION OF THE WORK MANDATED BY ANY REGULATORY AUTHORITY.
15. VISIT SITE AND BRING TO THE ENGINEER'S ATTENTION IN WRITING ANY PROBLEMS OR DISCREPANCIES WITH THE SITE OR PROJECT PRIOR TO CONSTRUCTION.
16. CHECK ALL "VERFIES" DIMENSIONS NOTED ON PLANS. REPORT ANY DISCREPANCIES TO THE ENGINEER IN WRITING PRIOR TO ANY FURTHER CONSTRUCTION.
17. USE THE ARCHITECT'S DRAWINGS FOR BUILDING DIMENSIONS.

1. ALL DIMENSIONS AND RADII ARE OUTSIDE FACE OF BUILDING OR TO FACE OF CURB, OR TO THE CENTER OF STRUCTURES SUCH AS INLETS, SIGN POSTS, ETC., UNLESS OTHERWISE NOTED.
2. CONTRACT ENGINEER FOR OBSERVATION OF CONSTRUCTION RELATED TO REQUIRED FEDERAL, STATE, OR LOCAL CERTIFICATIONS INCLUDING BUT NOT LIMITED TO PPOK FLOOR AND ASPHALT PLACEMENT, PROVIDE 24 HOUR NOTICE FOR ENGINEER FOR REQUIRED INSPECTIONS ORIGINATED BY THE CITY TO CERTIFICATION OF ROADWAY, WATER SYSTEM, PAVEMENT, ETC.
3. KEEP ALL PLANTING AND GRASS AREAS FREE OF DEBRIS, STONES, CONSTRUCTION MATERIALS, ETC., RESPONSIBLE FOR NOT DAMAGING EXISTING PLANTING TO REMAIN.
4. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND AVOIDING ALL UNDERGROUND UTILITIES WHEN CONSTRUCTING WORK. IF UTILITIES NOT SHOWN ARE BASED ON THE SURVEY PROVIDED AND MAY NOT BE ALL INCLUSIVE. CONTACT UTILITY LOCATION SERVICE OR OTHER APPROPRIATE UTILITY PROVIDER FOR UTILITY SERVICE INFORMATION. IDENTIFICATION OF UTILITIES BY CONTRACTOR TO PROTECT ALL UTILITIES TO REMAIN - TYPICAL. CONTACT ALL UTILITY COMPANIES TO INSURE THE UTILITIES ARE SHUT DOWN PRIOR TO THE COMMENCEMENT OF ANY DEMOLITION OR CONSTRUCTION WORK.
5. PATCH / REPAIR STREETS, STRUCTURES, ETC. AS NECESSARY AFTER CONNECTION OF PROPOSED UTILITIES.
6. GRADING PLAN FOR PROPOSED GRADES AND EROSION CONTROL.
7. CONTRACTOR SHALL FIELD VERIFY VERTICAL AND HORIZONTAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION CONFERENCE WITH THE LOCAL MUNICIPALITY PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CITY OF CAROLINA STAFF PHONE: (1-800-632-4949) 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.
8. CONTRACTOR SHALL NOTIFY THE LOCAL MUNICIPALITY PRIOR TO ANY CONSTRUCTION ON STREET RIGHT-OF-WAY.
9. ANY CONSTRUCTION WITHIN THE RIGHTS-OF-WAY ARE TO BE IN ACCORDANCE WITH THE RIGHT-OF-WAY RECORDS AND SPECIFICATIONS REGARDING MATERIALS, INSTALLATION, AND TESTING, UNLESS OTHERWISE IN THE CONTRACT DOCUMENTS.
10. ANY CONSTRUCTION WITHIN THE RIGHT-OF-WAY ARE TO BE PROTECTED WITH SIGNAGE AND TRAFFIC SAFETY DEVICES IN ACCORDANCE WITH THE NORTH CAROLINA STANDARDS AND GUIDELINES ALSO THE CONTRACTOR SHALL HAVE "UTILITY AHEAD" SIGNS LOCATED AT ALL LOCATIONS WHEN ENTERING THE RIGHTS-OF-WAY.

1. UTILITY INFORMATION SHOWN HEREON WAS OBTAINED FROM THE BEST AVAILABLE SOURCE AND MAY OR MAY NOT BE EITHER ACCURATE OR COMPLETE. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXACT LOCATIONS OF EXISTING UTILITIES AND IS RESPONSIBLE FOR ANY DAMAGE TO ANY UTILITIES, EITHER PUBLIC OR PRIVATE, SHOWN HEREON OR NOT SHOWN HEREON. ANY REPAIRS SHALL BE DONE TO THE SATISFACTION OF THE APPROPRIATE UTILITY COMPANY.
2. THE GENERAL CONTRACTOR SHALL CONFIRM ALL NEW UTILITY TAP LOCATIONS WITH THE UTILITY OWNERS. ALL FEES SHALL BE THE RESPONSIBILITY OF THE OWNER.
3. NEW LOT LIGHT FOUNDATION BASE, CONDUIT AND WIRING ARE BY THE GENERAL CONTRACTOR. POLES, FIXTURES, ANCHOR BOLTS AND HARDWARE SHALL BE COORDINATED WITH THE OWNER AND INSTALLED BY THE ELECTRICAL CONTRACTOR.
4. ALL NEW LOT LIGHTS AND THE MAIN IDENTIFICATION SIGN SHALL HAVE A MINIMUM 10 FEET CLEARANCE FROM ALL OVERHEAD UTILITIES.
5. GENERAL CONTRACTOR IS RESPONSIBLE FOR PERMITS AND/OR APPROVALS NECESSARY FOR ANY WORK IN ROADWAY OR RIGHT-OF-WAY.
6. MINIMUM COVER FOR CONDUITS SHALL BE 36" UNLESS OTHERWISE NOTED OR NOTED IN THESE PLANS.
7. ALL MANHOLES, VALVES, AND MONUMENT FRAMES SHALL BE SET TO FINISH GRADE AFTER PAVING.
8. THE CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE STATE CONSTRUCTION SAFETY ORDERS. TRENCHES SHALL BE SHORED IN ACCORDANCE WITH OSHA.
9. THE MINIMUM SLOPE FOR SANITARY SEWER LINES SHALL BE AS FOLLOWS: 1) 1/4"/FT FOR 4" LINES AND 2) 1/8"/FT FOR 6" LINES. CLEANOUTS SHALL BE PLACED AT 45° INTERSECTIONS.
10. ALL SEWER LINES SHALL HAVE A FINAL COVER DEPTH 4'-0" IN NON-TRAFFIC AREAS AND 5'-0" MINIMUM IN TRAFFIC AREAS UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS.
11. WATER SERVICE FROM METER TO BUILDING MAY PER MUNICIPALITY REQUIREMENTS.
12. CABLE TV SERVICE ROUTING IS NOT PART OF THIS PLAN, CONTRACTOR TO COORDINATE WITH CABLE COMPANY.
13. EXISTING MANHOLES SHOULD BE FIELD VERIFIED FOR RIMS AND INVERTS.
14. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL INSPECTIONS, CERTIFICATIONS, EQUIPMENT, ETC. THAT MAY BE REQUIRED.
15. THE ENGINEER AND/OR OWNER DISCLAIM ANY ROLE IN THIS CONSTRUCTION MEANS/METHODS ASSOCIATED WITH THE PROJECT AS SET FORTH IN THESE PLANS.
16. OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (OSHA) STANDARDS FOR EXCAVATIONS; FINAL RULE 29CFR PART 1926, SUBPART "D" APPLIES TO ALL EXCAVATIONS EXCEEDING 5 FEET IN DEPTH.
17. EXCAVATION EXCEEDING TWENTY (20) FEET IN DEPTH REQUIRES THE DESIGN OF A TRENCH SAFETY SYSTEM BY A REGISTERED PROFESSIONAL ENGINEER.
18. CONTRACTOR SHALL MAINTAIN AN "AS BUILT" SET OF DRAWINGS TO RECORD THE EXACT LOCATION OF ALL PIPING PRIOR TO CONCEALMENT. DRAWINGS SHALL BE GIVEN TO THE OWNER UPON COMPLETION OF THE PROJECT WITH A COPY OF THE TRANSMITTAL LETTER TO THE ENGINEER.
19. ONLY SEWAGE NOT CONTAINING GREASE IS ALLOWED TO BYPASS THE GREASE TRAP.
20. N/A

21. WATER PIPING SHALL BE CONNECTED TO BUILDING STUBS, VERIFY LOCATIONS PRIOR TO BEGINNING WATER PIPE INSTALLATION.
22. WASTE PIPING SHALL BE CONNECTED TO BUILDING STUBS, VERIFY LOCATIONS AND INVERTS PRIOR TO BEGINNING ANY WASTE PIPE INSTALLATION.
23. ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL MUNICIPALITY PUBLIC WORKS AND CROSS CONNECTION CONTROL, REGULATIONS AND STANDARDS.
24. ALL UTILITY CONTRACTORS TO PROVIDE WATER, SANITARY SEWER, AND ROOF DRAIN LEADERS TO WITHIN 5 FEET OF THE BUILDING, CONTRACTOR SHALL COORDINATE SITE PLAN CONNECTIONS WITH THE ARCHITECTURAL BUILDING PLANS.
25. SANITARY CLEANOUTS SHALL BE PLACED NO MORE THAN 75 FEET APART. CLEAN OUTS LOCATED IN PAVEMENT AREAS SHALL HAVE A HEAVY DUTY TRAFFIC RATED CURBSTONE CONNECTION.
26. CONTRACTOR SHALL PROVIDE SEWER SERVICE TO AN EXISTING MANHOLE SHALL COMPLY WITH THE LOCAL MUNICIPALITY PUBLIC WORKS STANDARDS, INCLUDING: CORE DRILL FEE OPENING INTO MANHOLE AND INSTALL WITH FLEXIBLE BOLT. IF PAVEMENT CUT IS REQUIRED, CONTRACTOR SHALL PATCH PAVEMENT WITH A SECTION TO MATCH EXISTING PAVEMENT: 3" 1-2, 8" ABC OR EQUAL.
27. ALL WORK SHALL BE GOVERNED BY THE LATEST EDITIONS OF THE STATE MECHANICAL, PLUMBING, ELECTRICAL, FIRE PROTECTION, BUILDING CODE, AND ANY UNENFORCED ACCESSIBILITY, NATIONAL ELECTRICAL CODES, AND NATIONAL FIRE PROTECTION ASSOCIATION CODES AS APPLICABLE AND AS ADOPTED BY THE AUTHORITIES HAVING JURISDICTION AND LATEST VERSION OF NC DOT POLICES & PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY.
28. OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (OSHA) STANDARDS FOR EXCAVATIONS; FINAL RULE 29CRF 126 PART 1926, SUBPART "P" APPLICABLE TO ALL EXCAVATIONS EXCEEDING 5 FEET IN DEPTH.
29. LOCATIONS OF EXISTING UTILITIES ON THESE PLANS ARE APPROXIMATE OR SCHEMATIC. THE LOCATIONS ARE BASED IN ACTUAL FIELD SURVEYS AND AVAILABLE RECORDS, CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UNDERGROUND UTILITIES AND UNDERGROUND STRUCTURES AND VERIFY REQUIRED COVER AND CLEARANCES PRIOR TO CONSTRUCTION AND REPORT ANY CONFLICTS TO THE ENGINEER.
30. CONTRACTOR SHALL CALL 811 AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PREPARE THEIR OWN LOCAL LOCATION SERVICES.
31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND/OR RELOCATION OF ALL EXISTING UTILITIES IN COORDINATION WITH THE APPROPRIATE UTILITY, AGENCY, OR COMPANY.
32. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ACTUAL LOCATION AND AVAILABILITY OF ALL EXISTING AND PROPOSED UTILITIES IN THE FIELD PRIOR TO GROUND BREAKING. REFER TO DETAIL SHEET 8 OF 9 FOR PIPE BEDDING
33. ALL UTILITIES MUST BE LOCATED UNDERGROUND AND COORDINATED WITH THE LOCAL MUNICIPALITY OR LOCAL UTILITY COMPANY.

Gumme Engineering Associates, LLC
Engineering - Land Planning - Consulting
PO Box 968
Atlanta, GA 30306
404.525.9688
www.gumme.com

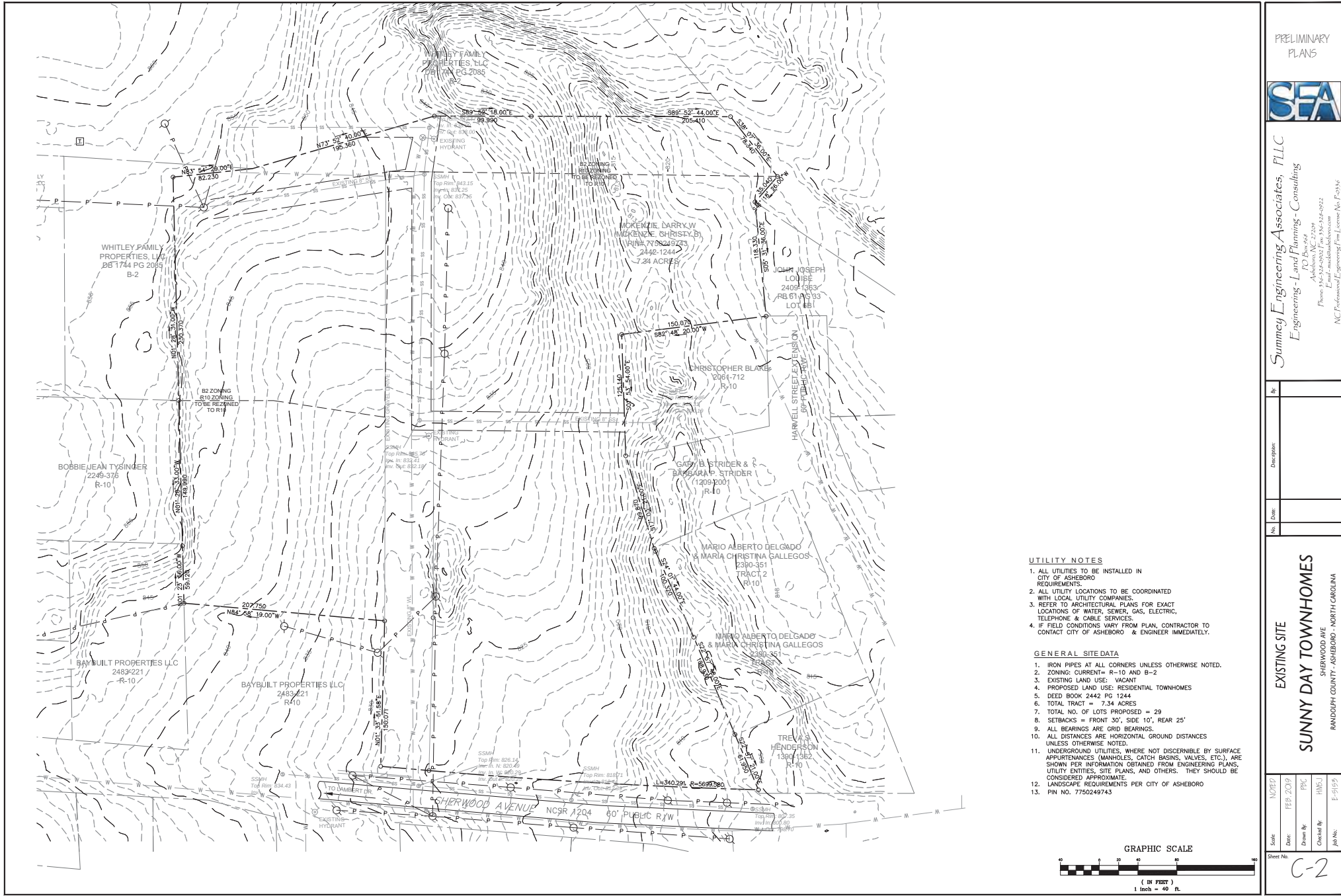
Phone: 350-328-0921 or 350-328-0922
E-mail: mack@ashbo.com
NC Professional Engineering Firm License No. E-03358

GENERAL NOTES

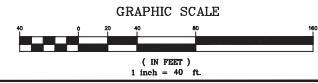
SHERWOOD AVE
RANDOLPH COUNTY - ASHEBORO - NORTH CAROLINA

Date:	FEB. 2019
Drawn By:	PBC
Checked By:	HMSJ
Job No.:	E-5153

et No. C-1



- UTILITY NOTES**
1. ALL UTILITIES TO BE INSTALLED IN CITY OF ASHEBORO REQUIREMENTS.
 2. ALL UTILITY LOCATIONS TO BE COORDINATED WITH LOCAL UTILITY COMPANIES.
 3. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE & CABLE SERVICES.
 4. IF FIELD CONDITIONS VARY FROM PLAN, CONTRACTOR TO CONTACT CITY OF ASHEBORO & ENGINEER IMMEDIATELY.
- GENERAL SITE DATA**
1. IRON PIPES AT ALL CORNERS UNLESS OTHERWISE NOTED.
 2. ZONING: CURRENT= R-10 AND B-2
 3. EXISTING LAND USE: VACANT
 4. PROPOSED LAND USE: RESIDENTIAL TOWNHOMES
 5. DEED BOOK 2442 PG 1244
 6. TOTAL TRACT = 7.34 ACRES
 7. TOTAL NO. OF LOTS PROPOSED = 29
 8. SETBACKS = FRONT 30', SIDE 10', REAR 25'
 9. ALL BEARINGS ARE GRID BEARINGS.
 10. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
 11. UNDERGROUND UTILITIES, WHERE NOT DISCERNIBLE BY SURFACE APPURTENANCES (MANHOLES, CATCH BASINS, VALVES, ETC.), ARE SHOWN PER INFORMATION OBTAINED FROM ENGINEERING PLANS, UTILITY ENTITIES, SITE PLANS, AND OTHERS. THEY SHOULD BE CONSIDERED APPROXIMATE.
 12. LANDSCAPE REQUIREMENTS PER CITY OF ASHEBORO
 13. PIN NO. 7750249743



PRELIMINARY
PLANS



Summey Engineering Associates, PLLC
Engineering - Land Planning - Consulting
10 Beech
Asheboro NC 27209
Phone: 703-544-4922
Fax: 703-544-4922
Email: info@summeyeng.com
NC Professional Engineering Firm License No. F-5336

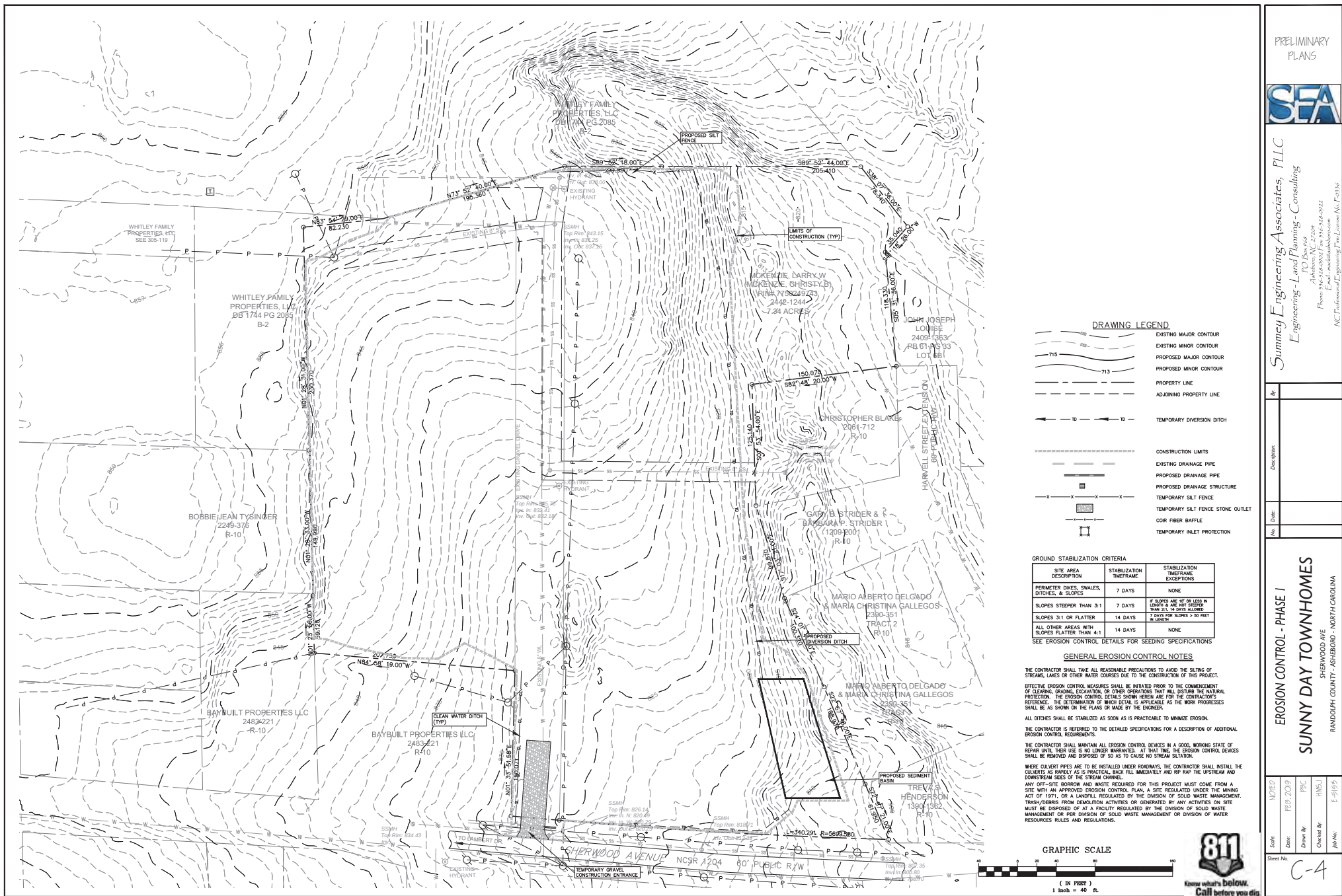
No.	Date:	Description:	By:

EXISTING SITE
SUNNY DAY TOWNHOMES
SHERWOOD AVE
RANDOLPH COUNTY - NORTH CAROLINA

Scale	NOTED
Date:	FEB 2019
Drawn By:	PBC
Checked By:	HMSJ
Job No.:	E-5165

Sheet No.
C-2





PRELIMINARY
PLANS



Summary Engineering Associates, PLLC
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NC Professional Engineering Firm License No. F-5386

EROSION CONTROL - PHASE 1

SUNNY DAY TOWNHOMES

SHERWOOD AVE
RANDOLPH COUNTY - ASHEBORO - NORTH CAROLINA

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Date	FEB 2019
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Job No.	E-1565
Sheet No.	C-4

PRELIMINARY
PLANS



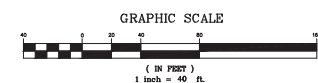
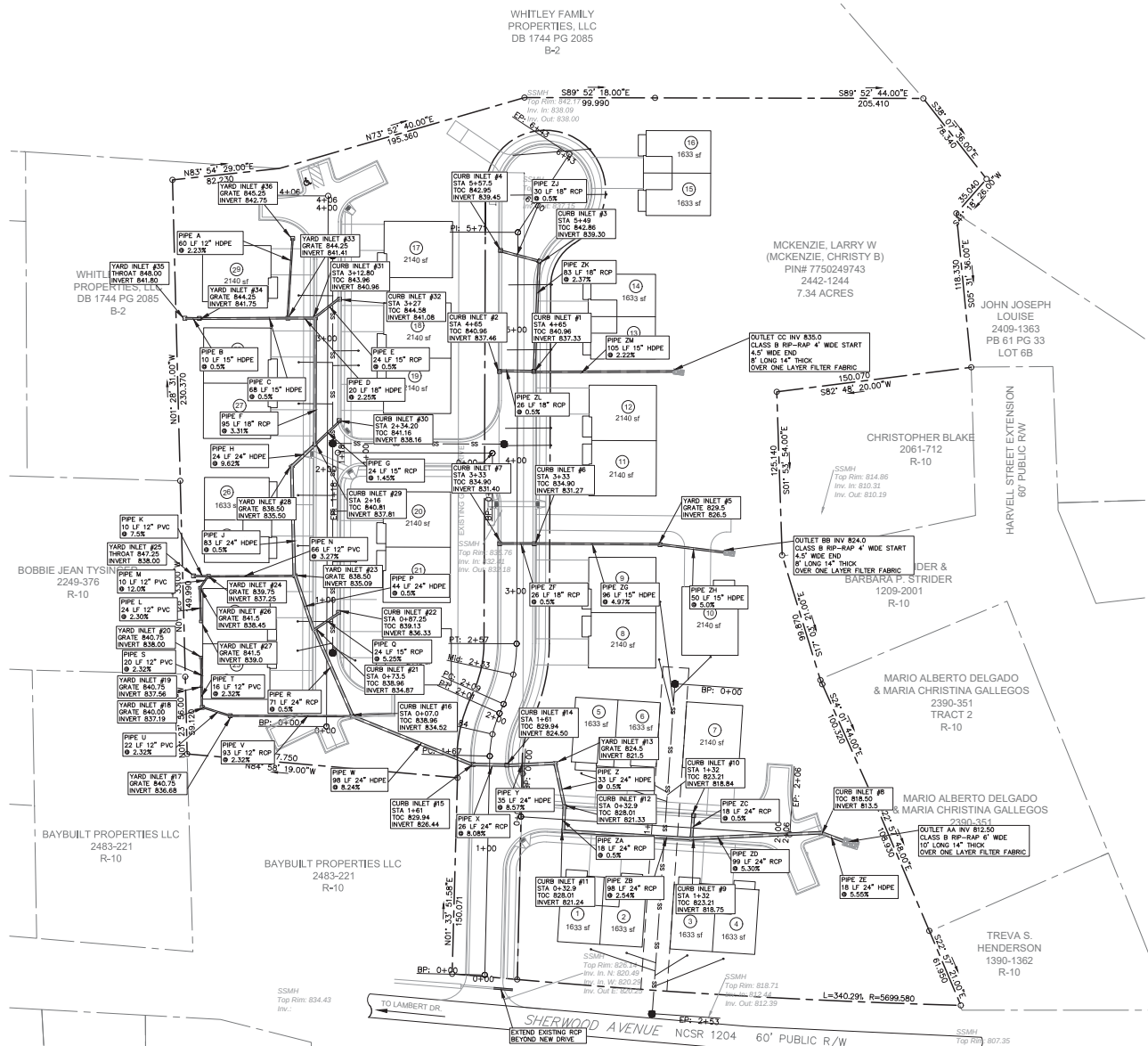
Summy Engineering Associates, PLLC
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Asheboro, NC 27209
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NC Professional Engineering Firm License No. F-5336

NO	Date	Description

DRAINAGE PLAN
SUNNY DAY TOWNHOMES
SHERWOOD AVE
RANDOLPH COUNTY - ASHEBORO - NORTH CAROLINA

Scale	Notes
Date: FEB 2019	
Drawn By: PJC	
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Job No: E-5165	

Sheet No: C-6



PRELIMINARY
PLANS



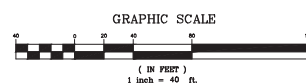
Summary Engineering Associates, PLLC
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Charlotte, NC 28262
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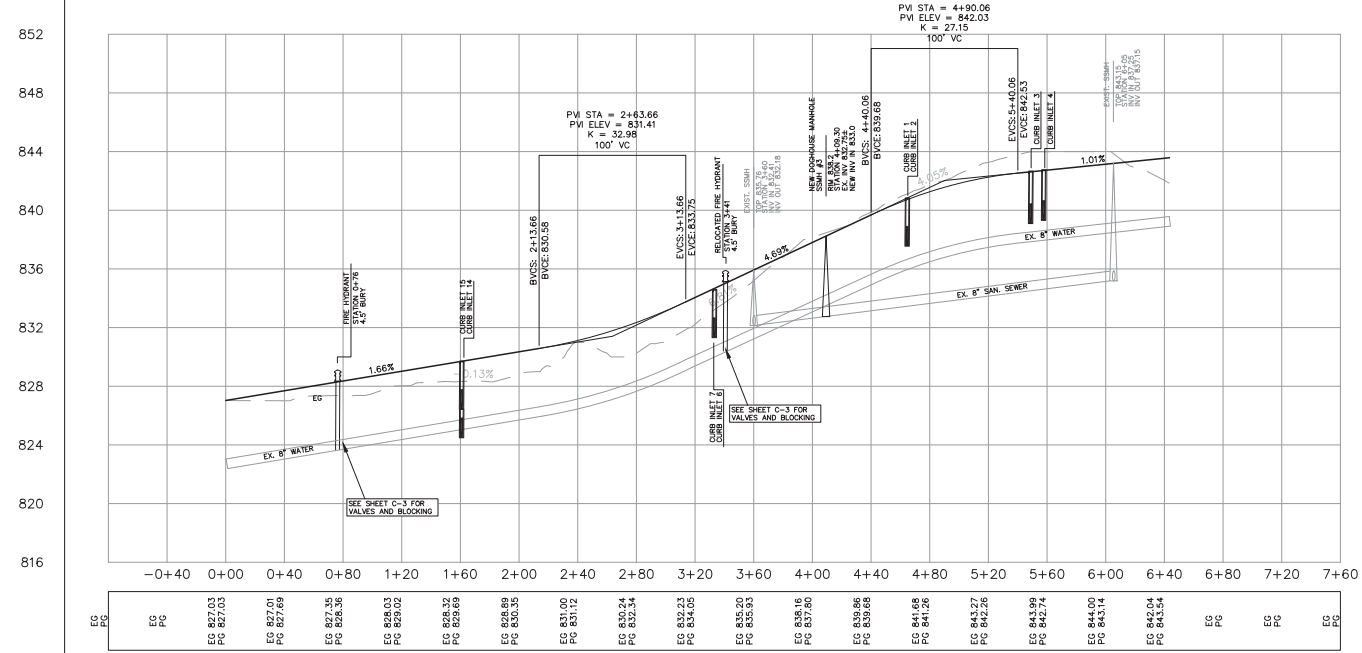
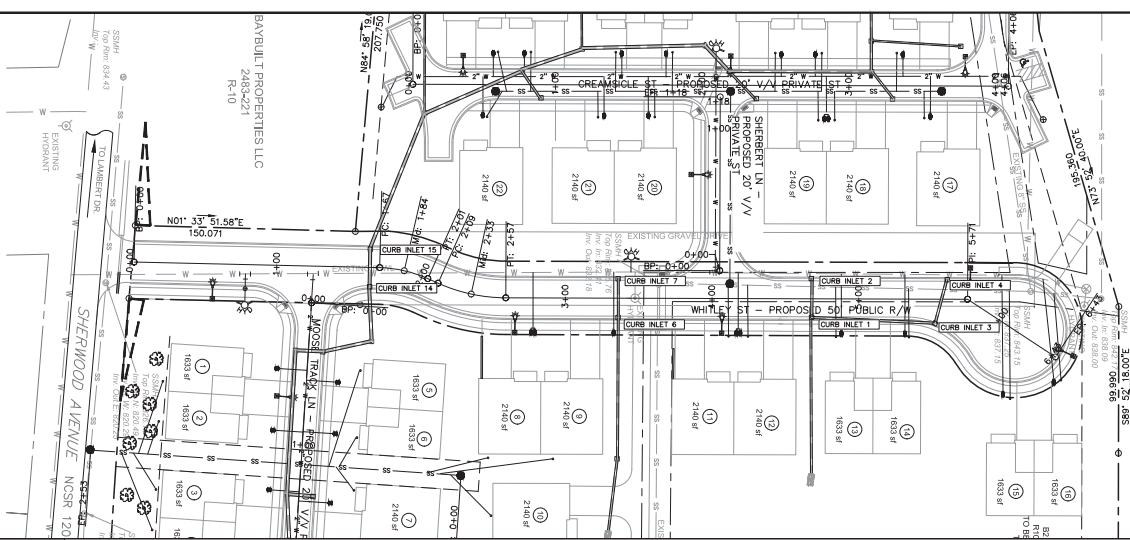
PLAN AND PROFILE
SUNNY DAY TOWNHOMES
SHERWOOD AVE
RANDOLPH COUNTY - NORTH CAROLINA

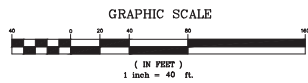
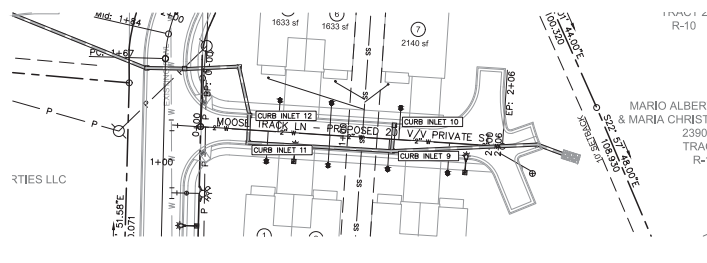
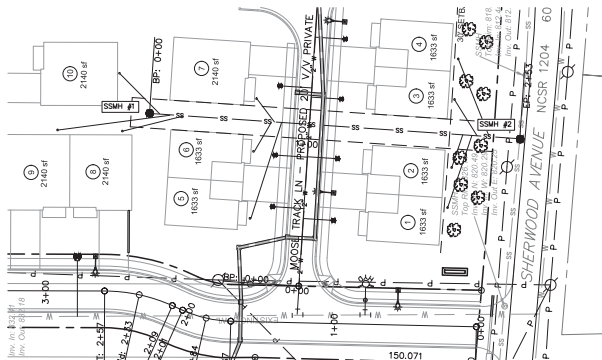
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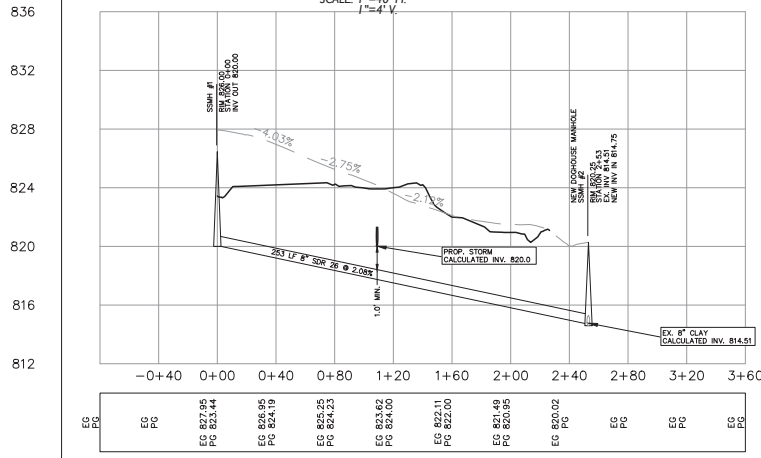


WHITLEY STREET
ROAD DESIGN - PLAN & PROFILE
SCALE: 1"=40' H.
1"=4' V.

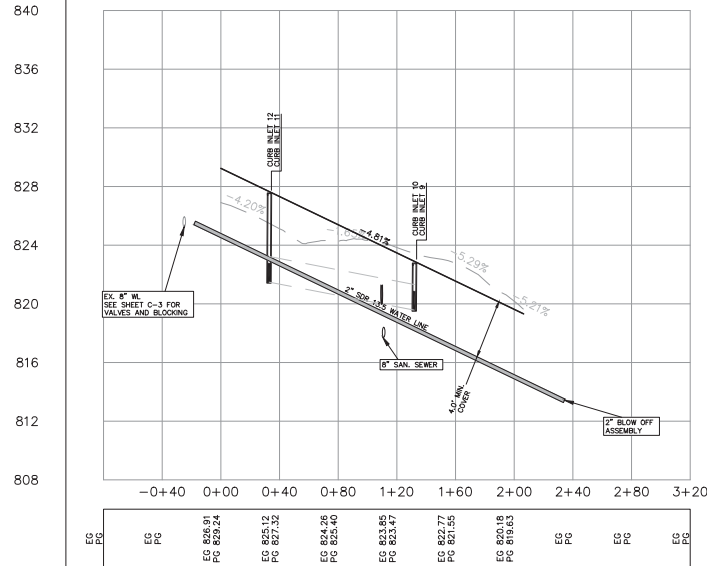




SEWER DESIGN - PLAN & PROFILE
SCALE: 1"=40' H.
1"=4' V.



**MOOSE TRACK LANE
ROAD DESIGN - PLAN & PROFILE**
SCALE: 1"=40' H.
1"=4' V.



PLAN AND PROFILE

SUNNY DAY TOWNHOMES

SHERWOOD AVE
RANDOLPH COUNTY - NORTH CAROLINA

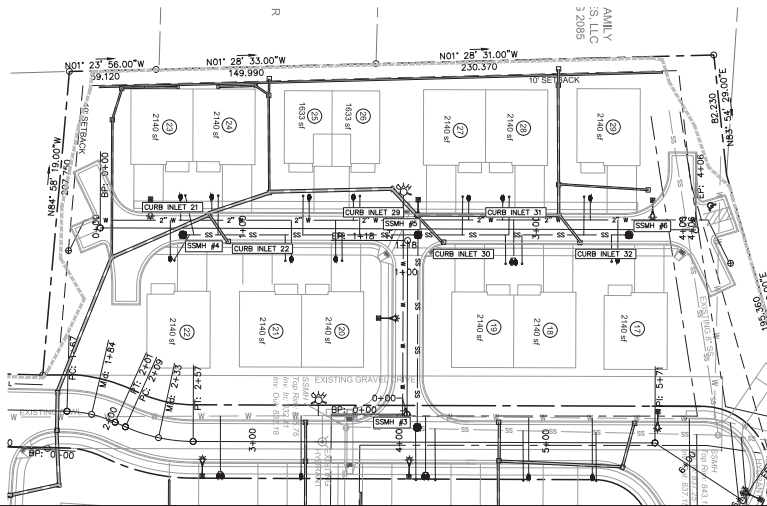
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PRELIMINARY PLANS

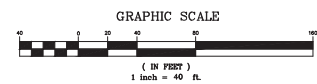
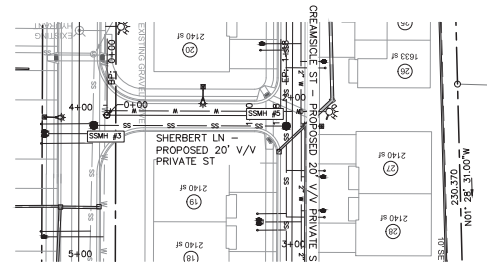
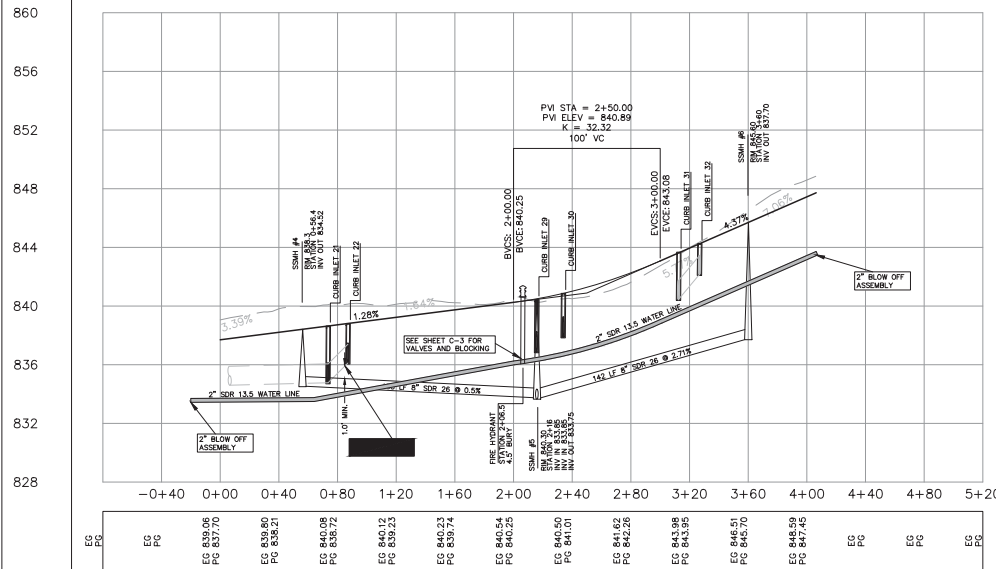
SEA

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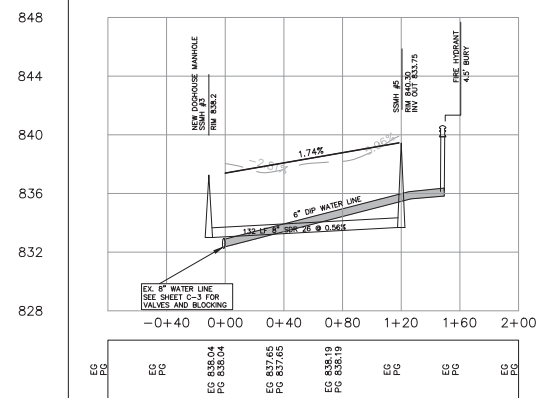
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Description: _____
Date: _____
Job: _____



CREAMSICLE STREET
ROAD DESIGN - PLAN & PROFILE
SCALE: 1"=40' H.
1"=4' V.



SHERBERT LANE
ROAD DESIGN - PLAN & PROFILE
SCALE: 1"=40' H.
1"=4' V.



PRELIMINARY
PLANS



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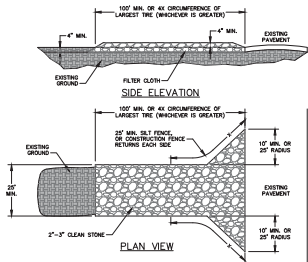


By	Date	Description

PLAN AND PROFILE
SUNNY DAY TOWNHOMES
SHERWOOD AVE
RANDOLPH COUNTY - ASHEBORO - NORTH CAROLINA

Scale	Notes
1"=40' H. 1"=4' V.	FEB 2019
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Job No.	E-5155

Sheet No. C-9



CONSTRUCTION SPECIFICATIONS

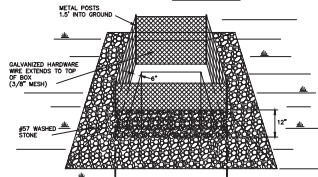
1. STONE - USE COARSE AGGREGATE (2-3 INCH STONE)
2. LENGTH - AS EFFECTIVE, BUT NOT LESS THAN 100 FEET
3. THICKNESS - NOT LESS THAN EIGHT (8) INCHES
4. WIDTH - NOT LESS THAN 10 FEET; ALL POINTS OF INGRESS OR EGRESS PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY, WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN. ALL MATERIAL SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH, OR WATERCOURSE, THROUGH USE OF SAND BAGS, GRASS, LOGS OR OTHER APPROVED METHODS.
5. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.

TEMPORARY CONSTRUCTION ENTRANCE

NTS

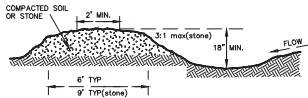
INLET PROTECTION MAINTENANCE:

INSPECT INLETS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (1/2" OR GREATER) RAINFALL EVENT. CLEAR THE MESH WIRE OF ANY DEBRIS OR OTHER OBJECTS TO PROVIDE ACCURATE FLOW FOR SUBSEQUENT RAINS. TAKE CARE NOT TO DAMAGE OR UNDERCUT THE WIRE MESH DURING SEDIMENT REMOVAL. REPLACE STONE AS NEEDED.



HARDWARE CLOTH AND GRAVEL INLET PROTECTION

NTS

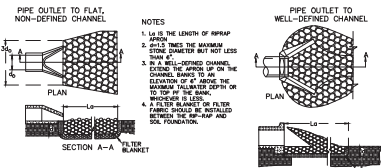


CONSTRUCTION SPECIFICATIONS
REMOVE AND PROPERLY DISPOSE OF ALL TREES, BRUSH, STUMPS, AND OTHER OBSTRUCTIONAL MATERIAL. ENSURE THAT THE MINIMUM CONSTRUCTED CROSS SECTION MEETS ALL DESIGN REQUIREMENTS. ENSURE THAT THE TOP OF THE DIKE IS NOT LOWER AT ANY POINT THAN THE DESIGN ELEVATION PLUS THE SPECIFIED SETTLEMENT. PROVIDE SUFFICIENT ROOM AROUND DIVERSIONS TO PERMIT MACHINE REGRADING AND CLEANOUT. VEGETATE THE RIDGE IMMEDIATELY AFTER CONSTRUCTION, UNLESS IT WILL REMAIN IN PLACE LESS THAN 30 WORKING DAYS.

MAINTENANCE
INSPECT TEMPORARY DIVERSION ONCE A WEEK AND AFTER EVERY RAINFALL. IMMEDIATELY REMOVE SEDIMENT FROM THE FLOW AREA AND REPAIR THE DIVERSION RIDGE. CAREFULLY CHECK OUTLETS AND MAKE TIMELY REPAIRS AS NEEDED. WHEN THE AREA PROTECTED IS PERMANENTLY STABILIZED, REMOVE THE RIDGE AND THE CHANNEL TO BLEND WITH THE NATURAL GROUND LEVEL AND APPROPRIATELY STABILIZE IT.

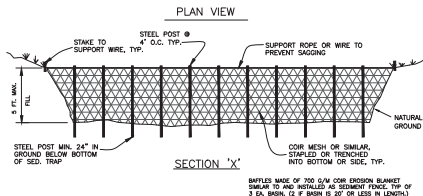
TEMPORARY DIVERSION DITCH

NTS



RIP-RAP OUTLET PROTECTION

NTS



TEMPORARY SEDIMENT TRAP w/ SKIMMER

NTS

CROSS SECTION

NOTE: SIZE SHOWN IS WATER VOL. W/RECOMMENDED SURFACE AREA.

NOTE: ALL SEDIMENT TRAPS SHALL BE CLEANED OUT AFTER EACH SIGNIFICANT STORM. REPLACE STONE AND FILTER STONE AS MAY BE REQUIRED TO REFURBISH EACH SEDIMENT TRAP.

GENERAL NOTES/MAINTENANCE REQUIREMENTS

NTS

1. AREA UNDER EMBANKMENT TO BE CLEARED, GRUBBED AND STRIPPED OF ANY VEGETATION AND ROOT MAT.
2. FILL MATERIAL FOR THE EMBANKMENT SHALL BE FREE OF ROOTS OR OTHER WOOD/VEGETATION AS WELL AS OVER-SIZED STONES, ROCKS, ORGANIC MATERIAL, OR OTHER OBJECTIONABLE MATERIAL. THE EMBANKMENT SHALL BE COMPACTED IN NOT GREATER THAN 8" LIFTS BY TRAVELING WITH EQUIPMENT.
3. SEDIMENT SHALL BE REMOVED AND TRAP RESTORED TO IT ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 1/2 THE DESIGN DEPTH OF THE TRAP. THIS DEPTH SHALL BE MARKED IN THE FIELD.
4. REMOVED SEDIMENT SHALL BE PLACED IN A DESIGNATED DISPOSAL AREA AND PROTECTED AGAINST EROSION.
5. THE WEIR MUST BE CONSTRUCTED LEVEL AND TO GRADE TO ASSURE DESIGN.
6. STONES SHALL BE MACHINE PLACED AND SHOULD BE HARD, ANGULAR AND WEATHER RESISTANT.
7. EMERGENCY SPILLWAY SHALL BE DIRECTED TO NATURAL, STABLE AREAS.
8. ALL CUT AND FILL SLOPES SHALL BE 2:1 OR FLATTER.
9. ALL DISTURBED AREAS SHALL BE STABILIZED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION OF THE BASIN.
10. TRAP SHALL BE INSPECTED REGULARLY AND AFTER EACH RAINFALL WITH REPAIRS MADE AS NECESSARY.

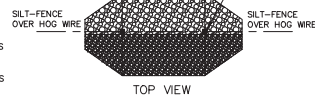
MAXIMUM PLACEMENT OF POST USING HOGWIRE WITH APPROVED EROSION CONTROL FABRICS TO BE 10 FEET.

MAXIMUM PLACEMENT OF POST WITHOUT HOG WIRE USING APPROVED EROSION CONTROL FABRICS TO BE 6 FEET TO 8 FEET APART.

POST METAL T-POST 5 FEET OR 6 FEET IN HEIGHT DEPENDING ON FILL SLOPE.

FABRIC 36 INCHES IN WIDTH (MUST MEET ENGINEERS SPECIFICATIONS FOR EROSION CONTROL).

STONE #4 WASHED STONE TO BE PLACED 12 INCHES DEEP AT SILT FENCE



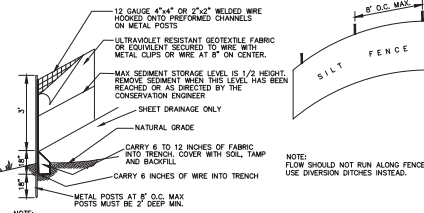
TEMPORARY STONE OUTLET

NTS

CROSS SECTION

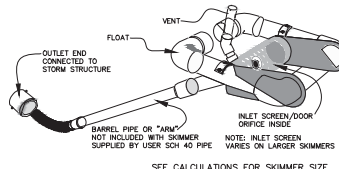
FRONT VIEW

NOTE: STRUCTURAL STONE SHALL BE (CLASS "B" STONE) FOR EROSION CONTROL PURPOSES.



TEMPORARY SILT FENCE

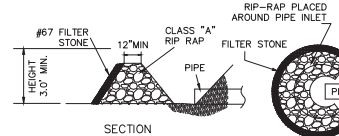
NTS



SKIMMERS TO BE FAIRCLOTH SKIMMERS OR APPROVED EQUAL.

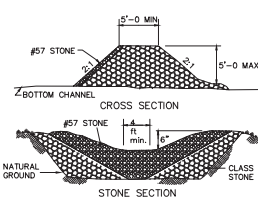
SKIMMER DETAIL

NTS



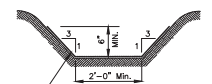
RIP-RAP INLET PROTECTION STRUCTURE

NTS



TEMPORARY ROCK CHECK DAM

NTS



CLEAN WATER DITCH

NTS

PERMANENT SEEDING

DEFINITION

Seeding disturbed areas with perennial grasses and (or) legumes to provide a permanent vegetative cover to lessen runoff and soil erosion.

PURPOSE

To lessen soil erosion and permanently stabilize disturbed areas created by grading of construction sites.

CONDITIONS WHERE PRACTICE APPLIES

All bare soil areas on construction sites which are not covered by structures or other erosion control devices.

PREPARATION

Prepare seedbed by ripping, chiseling, harrowing or plowing to depth of six inches so as to produce a loose, friable surface. Remove all stones, boulders, stumps or debris from the surface, which would prohibit germination or plant growth. Spread topsoil in a layer 3" - 6" depth.

Incorporate into the soil 800 to 1,000 pounds of 10-10-10 fertilizer plus 500 pounds of twenty percent (20%) superphosphate per acre and two tons of dolomitic lime per acre unless soil tests indicate that a lower rate of lime can be used.

Mulch after seeding with 1.5 tons of grain straw per acre and either crimp straw into soil or tack with liquid asphalt at 400 gallons per acre or emulsified asphalt at 300 gallons per acre.

PLANTS & MIXTURE

PLANTING RATE/ACRE

PLANTING DATES

Plant Species	Planting Rate/Acre	Planting Dates
Tall Fescue (Low Maintenance)	100-150 lbs.	Aug. 15 - Oct. 15 Feb. 15 - May 1
Tall fescue Waterways and Lawns (High Maint.)	200-250 lbs.	Aug. 15 - Oct. 15 Feb. 15 - May 1
Blend of two turf-type tall fescues (20%) and two or more improved Kentucky bluegrass varieties (10%) (high maintenance)	200-250 lbs.	Aug. 15 - Oct. 15 Feb. 15 - May 1
Tall Fescue and Koba or Korean Lespedeza	100 lbs. and 20-25 lbs.	Feb. 15 - May 1 Aug. 15 - Oct. 15
Tall Fescue and German Millet or Sudangrass 2	50 lbs./acre and 30 lbs.	Nov. 1 - Feb. 1 (Unscarified) July and August
Tall Fescue and Ryegrass 2	70 lbs. and 25 lbs.	Nov. 1 - Jan. 30
Common Bermudagrass	8 lbs. (hulled) 15-20 lbs. (unhulled)	April 15 - June 30 Feb. 1 - March 30

1 For spring seedlings, use Scarified Lespedeza seed. For late fall and winter seedlings, use unscarified seed.

2 Annuals such as Millet, Sudangrass and Ryegrass must be kept at 10-12" maximum height.

PERMANENT GROUNDCOVER

Permanent groundcover is to be provided for all disturbed areas within 15 working days or 90 calendar days (whichever is shorter) following completion of construction or development.

TEMPORARY SEEDING SPECIFICATIONS PIEDMONT REGION

Recommended Seeding Dates	Species	Seed	Application Rates (lb/ac)	
			10-10-10 Fertilizer	Straw
Jan. 1 - May 1	Winter Wheat Annual Lespedeza (Koba)	120 50	750 2,000	4,000
May 1 - Aug 15	Korean Millet	40	750 2,000	4,000
Aug 15 - Dec 30	Ryegrass	120	1,000 2,000	4,000

GENERAL EROSION CONTROL NOTES

THE CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONS TO AVOID THE EROSION OF STREAMS, LAKES OR OTHER WATER COURSES DUE TO THE CONSTRUCTION OF THIS PROJECT.

EFFECTIVE EROSION CONTROL MEASURES SHALL BE INITIATED PRIOR TO THE COMMENCEMENT OF CLEARING, GRADING, EXCAVATION, OR OTHER OPERATIONS THAT MAY DISTURB THE NATURAL PROTECTION. THE EROSION CONTROL DETAILS SHOWN HEREIN ARE FOR THE CONTRACTOR'S REFERENCE. THE DETERMINATION OF WHICH DETAIL IS APPLICABLE AS THE WORK PROGRESSES SHALL BE AS SHOWN ON THE PLANS OR MADE BY THE ENGINEER.

ALL DITCHES SHALL BE STABILIZED AS SOON AS IS PRACTICABLE TO MINIMIZE EROSION. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL DEVICES IN A GOOD, WORKING STATE OF REPAIR UNTIL THEIR USE IS NO LONGER WARRANTED. AT THAT TIME, THE EROSION CONTROL DEVICES SHALL BE REMOVED AND DISPOSED OF SO AS TO CAUSE NO STREAM STABILIZATION.

WHERE CULVERT PIPES ARE TO BE INSTALLED UNDER ROADWAYS, THE CONTRACTOR SHALL INSTALL THE CULVERTS AS EARLY AS IS PRACTICAL. BACK FILL IMMEDIATELY AND RIP RAP THE UPSTREAM AND DOWNSTREAM SIDES OF THE STREAM CHANNEL.



PRELIMINARY PLANS



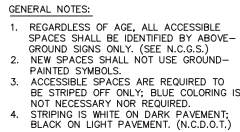
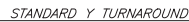
Summey Engineering Associates, PLLC
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NC Professional Engineering Firm License No. F-5335

Revision	Description
1	Initial

EROSION CONTROL DETAILS
SUNNY DAY TOWNHOMES
SHERWOOD AVE
RANDOLPH COUNTY - ASHEBORO - NORTH CAROLINA

Scale	Notes	Date	Drawn By	Checked By	Job No.
1"=40'		FEB 2019	PLC	HMS	E-5165

Sheet No. C-10



N.T.S



CURB RAMP DETAIL
SCALE: NONE

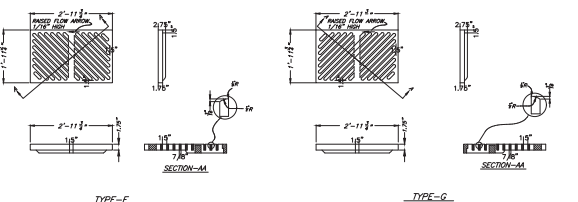
11

1. THE LANDSCAPE CONTRACTOR SHALL MAKE HIS/HERSELF AWARE OF EXISTING UTILITIES. HE SHALL NOTIFY THE RESPECTIVE PUBLIC UTILITY TO BE LOCATED PRIOR TO ANY EXCAVATION. THE PLANTING BEDS AND PLANT LOCATIONS SHALL BE STAKED BY THE LANDSCAPE CONTRACTOR AND THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
2. ALL PLANTS SHALL BE PLANTED IN THE GRASS AND WEEDS PRIOR TO INSTALLATION OF PLANTS, AND SHALL BE CULTIVATED AS FOLLOWS:
3. ALL DISTURBED AREAS TO BE SEEDDED UNLESS OTHERWISE NOTED.
4. ALL PLANTS SHALL BE WATERED DAILY FOR THE FIRST TWO WEEKS AFTER PLANTING. ALL PLANTS SHALL BE WATERED DAILY FOR THE FIRST TWO WEEKS AFTER PLANTING. ALL PLANTS SHALL BE WATERED DAILY FOR THE FIRST TWO WEEKS AFTER PLANTING.
5. ALL PLANTS SHALL BE TREATED WITH AN ANTI-DESICCANT PRIOR TO PLANTING FOR THE NON-PLANTING PERIOD OF ANNUAL AND PERENNIAL WEEDS PRIOR TO PLANTING.
6. ALL PLANTS SHALL BE PLANTED IN THE GRASS AND WEEDS WITH A PLANTING SOIL MIXTURE OF 1 PART PEAT MOSS, 3 PARTS TOP SOIL AND 1 PART PERLITE.
7. ALL PLANTED AREAS TO BE FERTILIZED WITH GRANULAR FERTILIZER.
8. ALL PLANTS SHALL BE WATERED DAILY FOR THE FIRST TWO WEEKS AFTER PLANTING. ALL PLANTS SHALL BE WATERED DAILY FOR THE FIRST TWO WEEKS AFTER PLANTING.
9. ALL PLANTS SHALL BE TREATED WITH AN ANTI-DESICCANT IF FOLIAGE IS PRESENT.
10. ALL TREES AND SHRUBS SHALL BE PLANTED THE SAME AS DECIDUOUS PLANTS.
11. DO NOT REMOVE ANY PLANT MATERIAL UNTIL IT HAS BEEN VIEWED AND ACCEPTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
12. ALL PLANT MATERIAL TO BE NURSERY GROWN AND TO COMPLY WITH THE STATE STANDARD FOR PLANT MATERIAL - 1986.
13. ALL MATERIALS INSPECTED AT THE SITE AND FOUND NOT TO BE ACCEPTABLE SHALL BE REMOVED FROM THE SITE PRIOR TO ANY RE-PLANTING.
14. ALL PLANTS SHALL BE PLANTED AFTER A SITE IS PLANTED. IT SHOULD NOT BE SUPPORTED WITH STAKES AND GUY WIRES TO FIRMLY HOLD IT IN PLACE. (SEE ATTACHED PHOTO FOR CORRECT PLANTING METHOD).
15. THE LOWER TRUNKS OF NEW TREES SHOULD BE WRAPPED WITH PLASTIC WRAPPING TO PREVENT DAMAGE TO THE TRUNKS FROM THE WRAPPING SHALL REMAIN ON THE TREE AT LEAST FOR THE FIRST YEAR AFTER PLANTING. ALL PLANTS SHALL BE WATERED DAILY FOR THE FIRST TWO WEEKS AFTER PLANTING. ALL PLANTS SHALL BE WATERED DAILY FOR THE FIRST TWO WEEKS AFTER PLANTING.

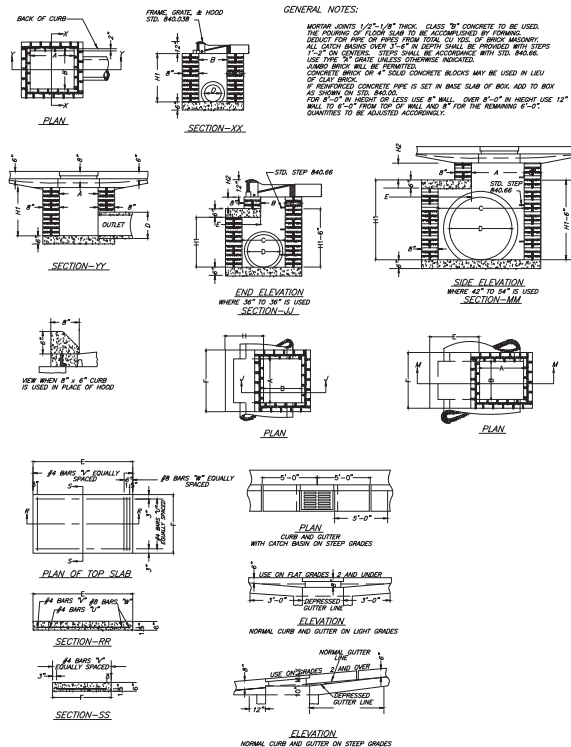


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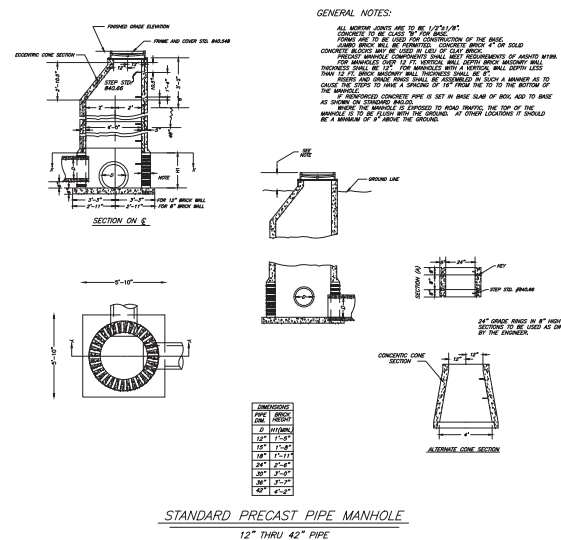
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Checked By:	HMSJ
Job No:	E-5153



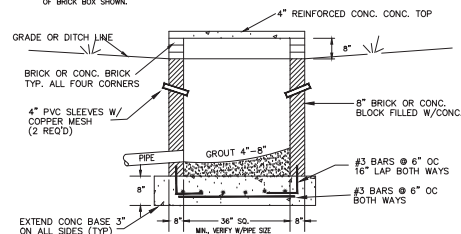
STANDARD FRAME, GRATES, AND HOOD
FOR USE ON STANDARD CATCH BASIN

[illegible]

STANDARD BRICK CATCH BASIN
15" THRU 54" PIPE



NOTES:
1. CONTRACTOR MAY SUBSTITUTE
PRECAST CONC. BOX IN LIEU
OF BRICK BOX SHOWN.

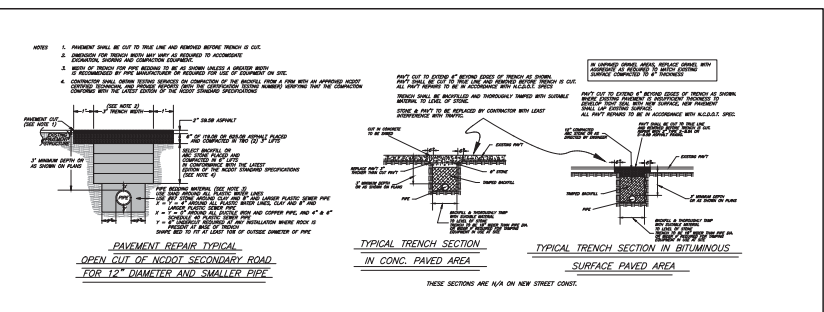
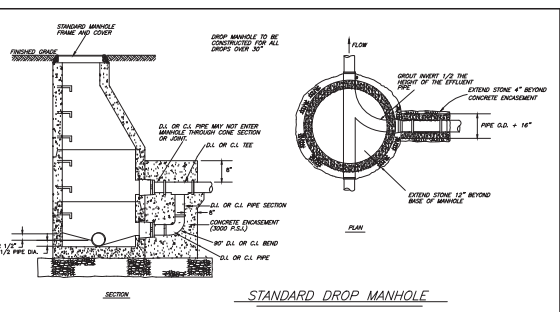
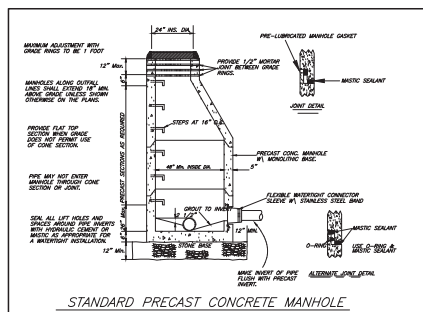


STANDARD THROATED YARD INLET



Rev.	Description	Date	By	Check
1	1.0 B.11.8 revised per C&A comments			

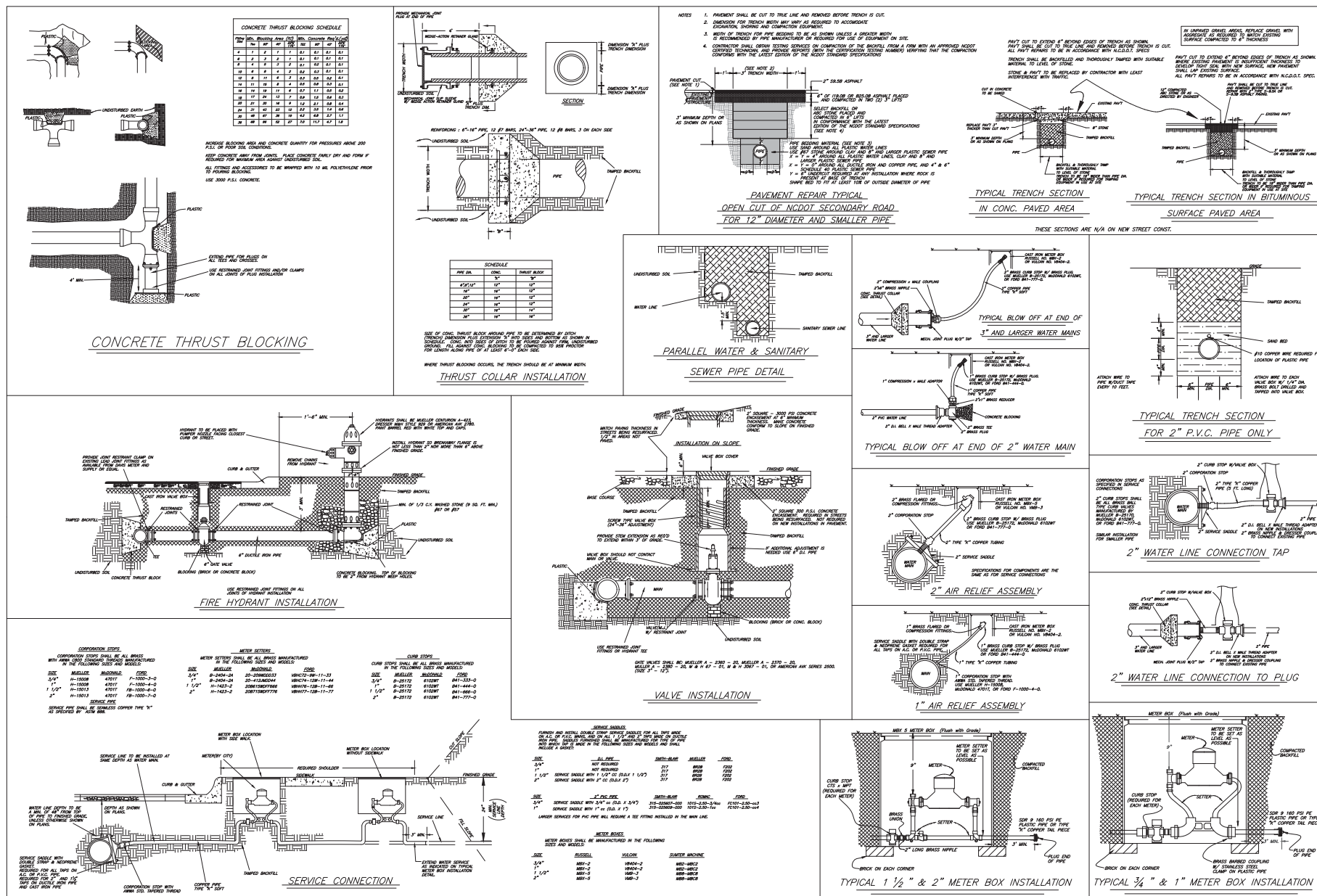
Scale	NOTED
Date	FEB 2019
Drawn By	PBC
Checked By	HMSJ
Job No.	E-5165

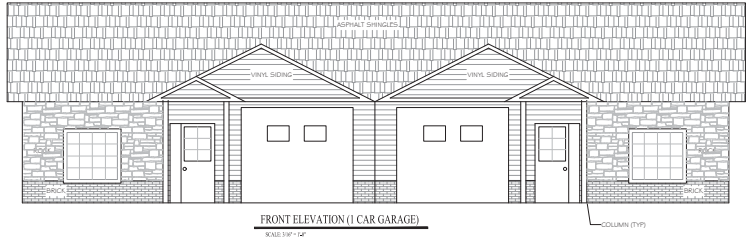


THE MANHOLES REQUIRED FOR PRESSURE DROP FROM A 1/2 TO A 1/8 PSI WHEN TESTING ONE PIPE DIAMETER ONLY. INCREASE PRESSURE AS REQUIRED BY INCREASE IN DIAMETER IS PRESENT.

PIPE DIAMETER, INCHES									
	4	6	8	10	12	15	18	21	24
20	0.05	0.11	0.18	0.23	0.27	0.32	0.38	0.45	0.54
30	0.09	0.27	0.36	0.45	0.54	0.63	0.72	0.80	0.98
42	0.14	0.42	0.54	0.63	0.71	0.80	0.90	1.00	1.20
60	0.28	0.84	1.12	1.30	1.48	1.66	1.84	2.02	2.36
72	0.42	1.26	1.68	2.00	2.32	2.64	2.96	3.28	3.84
84	0.57	1.71	2.28	2.75	3.23	3.70	4.17	4.64	5.40
96	0.71	2.13	2.88	3.49	4.11	4.73	5.35	5.97	6.96
108	0.86	2.55	3.44	4.13	4.82	5.51	6.21	6.90	8.00
120	1.00	2.97	4.00	4.82	5.64	6.46	7.28	8.10	9.33
132	1.14	3.39	4.50	5.40	6.30	7.20	8.10	9.00	10.37
144	1.29	3.81	5.00	6.00	7.00	8.00	9.00	10.00	11.41
156	1.43	4.23	5.51	6.60	7.70	8.80	9.90	11.00	12.45
168	1.57	4.65	6.00	7.20	8.40	9.60	10.80	12.00	13.60
180	1.71	5.07	6.50	7.80	9.00	10.20	11.40	12.60	14.81
192	1.86	5.49	7.00	8.40	9.60	10.80	12.00	13.20	16.02
204	1.99	5.91	7.50	9.00	10.20	11.40	12.60	13.80	17.23
216	2.14	6.33	8.00	9.60	10.80	12.00	13.20	14.40	18.44
228	2.28	6.75	8.50	10.20	11.40	12.60	13.80	15.00	19.65
240	2.43	7.17	9.00	10.80	12.00	13.20	14.40	15.60	20.86
252	2.57	7.59	9.50	11.40	12.60	13.80	15.00	16.20	22.07
264	2.71	8.01	10.00	12.00	13.20	14.40	15.60	16.80	23.28
276	2.86	8.43	10.50	12.60	13.80	15.00	16.20	17.40	24.49
288	2.99	8.86	11.00	13.20	14.40	15.60	16.80	18.00	25.70
300	3.14	9.28	11.50	13.80	15.00	16.20	17.40	18.60	26.91
312	3.28	9.70	12.00	14.40	15.60	16.80	18.00	19.20	28.12
324	3.43	10.12	12.50	15.00	16.20	17.40	18.60	19.80	29.33
336	3.57	10.54	13.00	15.60	16.80	18.00	19.20	20.40	30.54
348	3.71	10.96	13.50	16.20	17.40	18.60	19.80	21.00	31.75
360	3.86	11.38	14.00	16.80	18.00	19.20	20.40	21.60	32.96
372	3.99	11.80	14.50	17.40	18.60	19.80	21.00	22.20	34.17
384	4.14	12.22	15.00	18.00	19.20	20.40	21.60	22.80	35.38
396	4.28	12.64	15.50	18.60	19.80	21.00	22.20	23.40	36.59
408	4.43	13.06	16.00	19.20	20.40	21.60	22.80	24.00	37.80
420	4.57	13.48	16.50	19.80	21.00	22.20	23.40	24.60	39.01
432	4.71	13.90	17.00	20.40	21.60	22.80	24.00	25.20	40.22
444	4.86	14.32	17.50	21.00	22.20	23.40	24.60	25.80	41.43
456	4.99	14.74	18.00	21.60	22.80	24.00	25.20	26.40	42.64
468	5.14	15.16	18.50	22.20	23.40	24.60	25.80	27.00	43.85
480	5.28	15.58	19.00	22.80	24.00	25.20	26.40	27.60	45.06
492	5.43	16.00	19.50	23.40	24.60	25.80	27.00	28.20	46.27
504	5.57	16.42	20.00	24.00	25.20	26.40	27.60	28.80	47.48
516	5.71	16.84	20.50	24.60	25.80	27.00	28.20	29.40	48.69
528	5.86	17.26	21.00	25.20	26.40	27.60	28.80	30.00	49.90
540	5.99	17.68	21.50	25.80	27.00	28.20	29.40	30.60	51.11
552	6.14	18.10	22.00	26.40	27.60	28.80	30.00	31.20	52.32
564	6.28	18.52	22.50	27.00	28.20	29.40	30.60	31.80	53.53
576	6.43	18.94	23.00	27.60	28.80	30.00	31.20	32.40	54.74
588	6.57	19.36	23.50	28.20	29.40	30.60	31.80	33.00	55.95
600	6.71	19.78	24.00	28.80	30.00	31.20	32.40	33.60	57.16
612	6.86	20.20	24.50	29.40	30.60	31.80	33.00	34.20	58.37
624	6.99	20.62	25.00	30.00	31.20	32.40	33.60	34.80	59.58
636	7.14	21.04	25.50	30.60	31.80	33.00	34.20	35.40	60.79
648	7.28	21.46	26.00	31.20	32.40	33.60	34.80	36.00	62.00
660	7.43	21.88	26.50	31.80	33.00	34.20	35.40	36.60	63.21
672	7.57	22.30	27.00	32.40	33.60	34.80	36.00	37.20	64.42
684	7.71	22.72	27.50	33.00	34.20	35.40	36.60	37.80	65.63
696	7.86	23.14	28.00	33.60	34.80	36.00	37.20	38.40	66.84
708	7.99	23.56	28.50	34.20	35.40	36.60	37.80	39.00	68.05
720	8.14	23.98	29.00	34.80	36.00	37.20	38.40	39.60	69.26
732	8.28	24.40	29.50	35.40	36.60	37.80	39.00	40.20	70.47
744	8.43	24.82	30.00	36.00	37.20	38.40	39.60	40.80	71.68
756	8.57	25.24	30.50	36.60	37.80	39.00	40.20	41.40	72.89
768	8.71	25.66	31.00	37.20	38.40	39.60	40.80	42.00	74.10
780	8.86	26.08	31.50	37.80	39.00	40.20	41.40	42.60	75.31
792	8.99	26.50	32.00	38.40	39.60	40.80	42.00	43.20	76.52
804	9.14	26.92	32.50	39.00	40.20	41.40	42.60	43.80	77.73
816	9.28	27.34	33.00	39.60	40.80	42.00	43.20	44.40	78.94
828	9.43	27.76	33.50	40.20	41.40	42.60	43.80	45.00	80.15
840	9.57	28.18	34.00	40.80	42.00	43.20	44.40	45.60	81.36
852	9.71	28.60	34.50	41.40	42.60	43.80	45.00	46.20	82.57
864	9.86	29.02	35.00	42.00	43.20	44.40	45.60	46.80	83.78
876	9.99	29.44	35.50	42.60	43.80	45.00	46.20	47.40	84.99
888	10.14	29.86	36.00	43.20	44.40	45.60	46.80	48.00	86.20
900	10.28	30.28	36.50	43.80	45.00	46.20	47.40	48.60	87.41
912	10.43	30.70	37.00	44.40	45.60	46.80	48.00	49.20	88.62
924	10.57	31.12	37.50	45.00	46.20	47.40	48.60	49.80	89.83
936	10.71	31.54	38.00	45.60	46.80	48.00	49.20	50.40	91.04
948	10.86	31.96	38.50	46.20	47.40	48.60	49.80	51.00	92.25
960	10.99	32.38	39.00	46.80	48.00	49.20	50.40	51.60	93.46
972	11.14	32.80	39.50	47.40	48.60	49.80	51.00	52.20	94.67
984	11.28	33.22	40.00	48.00	49.20	50.40	51.60	52.80	95.88
996	11.43	33.64	40.50	48.60	49.80	51.00	52.20	53.40	97.09
1008	11.57	34.06	41.00	49.20	50.40	51.60	52.80	54.00	98.30
1020	11.71	34.48	41.50	49.80	51.00	52.20	53.40	54.60	99.51
1032	11.86	34.90	42.00	50.40	51.60	52.80	54.00	55.20	100.72
1044	11.99	35.32	42.50	51.00	52.20	53.40	54.60	55.80	101.93
1056	12.14	35.74	43.00	51.60	52.80	54.00	55.20	56.40	103.14
1068	12.28	36.16	43.50	52.20	53.40	54.60	55.80	57.00	104.35
1080	12.43	36.58	44.00	52.80	54.00	55.20	56.40	57.60	105.56
1092	12.57	37.00	44.50	53.40	54.60	55.80	57.00	58.20	106.77
1104	12.71	37.42	45.00	54.00	55.20	56.40	57.60	58.80	107.98
1116	12.86	37.84	45.50	54.60	55.80	57.00	58.20	59.40	109.19
1128	12.99	38.26	46.00	55.20	56.40	57.60	58.80	60.00	110.40
1140	13.14	38.68	46.50	55.80	57.00	58.20	59.40	60.60	111.61
1152	13.28	39.10	47.00	56.40	57.60	58.80	60.00	61.20	112.82
1164	13.43	39.52	47.50	57.00	58.20	59.40	60.60	61.80	114.03
1176	13.57	39.94	48.00	57.60	58.80	60.00	61.20	62.40	115.24
1188	13.71	40.36	48.50	58.20	59.40	60.60	61.80	63.00	116.45
1200	13.86	40.78	49.00	58.80	60.00	61.20	62.40	63.60	117.66

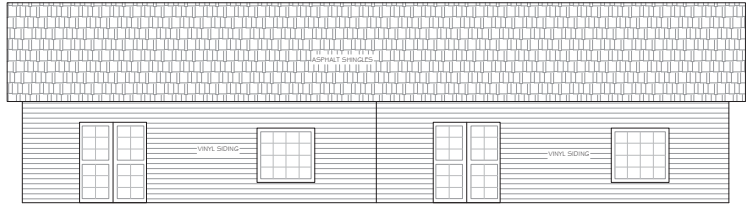
LENGTH OF HOLE, FEET





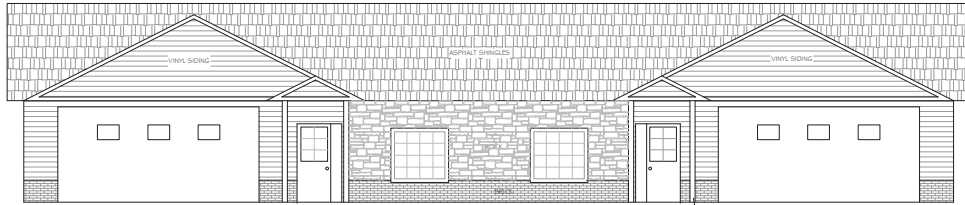
FRONT ELEVATION (1 CAR GARAGE)

SCALE 1/8" = 1'-0"



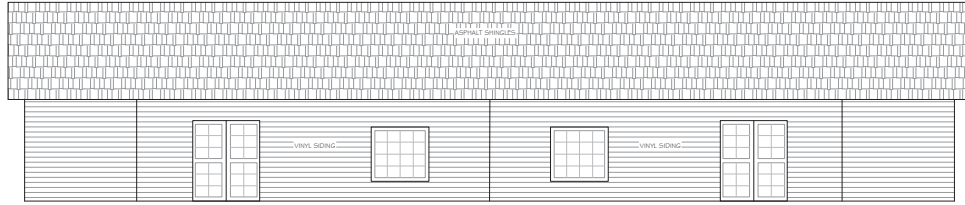
REAR ELEVATION (1 CAR GARAGE)

SCALE 1/8" = 1'-0"



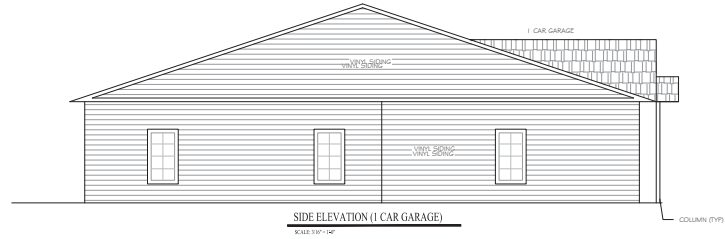
FRONT ELEVATION (2 CAR GARAGE)

SCALE 1/8" = 1'-0"



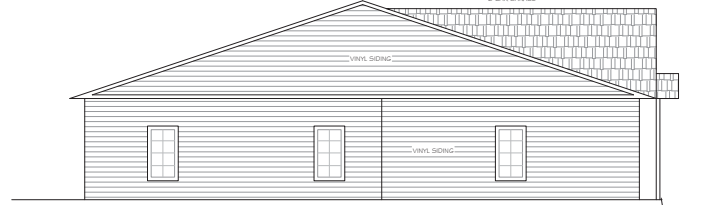
REAR ELEVATION (2 CAR GARAGE)

SCALE 1/8" = 1'-0"



SIDE ELEVATION (1 CAR GARAGE)

SCALE 1/8" = 1'-0"



SIDE ELEVATION (2 CAR GARAGE)

SCALE 1/8" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY
PLANS



Summey Engineering Associates, PLLC
Engineering - Land Planning - Consulting
Apollonia, NC 27224
Phone: 336-344-4922
Fax: 336-344-4922
NC Professional Engineering Firm License No. F-5336

No.	Date	Description	By

PROPOSED ELEVATIONS
SUNNY DAY TOWNHOMES
SHERWOOD AVE
RANDOLPH COUNTY - ASHBORO - NORTH CAROLINA

Scale	NOTED
Date	FEB 2019
Drawn By	CV
Checked By	HMS
Job No.	E-5165

Sheet No. 1

Bid Summary
Acme McCrary Gym Floor Replacement

Bid Opened at 2:00 PM, March 4, 2019

Company Name	Provide & Install 1/2" Ardex Topping/Leveling	Provide & Install New Wood Flooring as Specified	Provide & Install (1) Mech. Air Flow System	Three(3) Year Maint. Contract to Recoat Floor	Meets Specifications	Responsive	Total Bid
Floor Action, Inc.	No	Yes	Yes	Yes	No	No	\$ 121,659.00
Royalwood Associates, Inc.	No	Yes	Yes	Yes	No	No	\$ 132,035.00
The Sports Flooring Group	Yes	Yes	Yes	Yes	Yes	Yes	\$ 165,782.00

Lowest Responsible/Responsive Bidder - The Sports Flooring Group - \$165,782.00

**LETTER OF AGREEMENT FOR
AIRPORT SAFETY/MAINTENANCE PROJECTS**

THIS AGREEMENT is made, this _____ day of _____, 20____ by the
(Airport Owner) _____
as owner and operator (hereinafter referred to as "Sponsor") of the
(Official Airport Name) _____
(hereinafter referred to as "Airport,") and the North Carolina Department of Transportation (Division
of Aviation), an agency of the State of North Carolina (hereinafter referred to as "Department"), for
the purposes of future and as-yet unspecified safety or maintenance services to be performed by said
Department in accordance with the terms, conditions and provisions hereof.

WITNESSETH

WHEREAS, the Sponsor is primarily responsible for maintaining the facilities of the Airport to
protect and preserve the safety of flight operations at, from and to the Airport; and

WHEREAS, and the Department shares the interest of the Sponsor in the prompt and adequate
maintenance and repair of the paved surfaces of the Airport which support aircraft movements on the
Airport; and

WHEREAS, the Sponsor and the Department may, from time to time, mutually determine that
certain paved surfaces and adjacent areas on the airport have aged and deteriorated and/or that other
infrastructure is in need of maintenance or repair, and that the Sponsor could benefit from the
assistance of the Department in accomplishing such maintenance and repair; and

WHEREAS, pursuant to Article 7 of North Carolina General Statute 63, the Department is
authorized to undertake safety improvements of aircraft movement areas, on publicly owned and
operated airports in North Carolina; and

WHEREAS, the Sponsor and the Department agree that upon the request by the sponsor and the
acceptance by the Department, certain needed improvements at the Airport may be undertaken by the
Department in conformance with the provision of North Carolina General Statute 63; and

WHEREAS, the Department requires a Commitment and Release of Liability statement to be on file
in its offices, in order to be able provide and oversee such maintenance and repair at the Airport;

NOW THEREFORE, the Sponsor does hereby commit to the following measures:

1. This Letter of Agreement supersedes all prior agreements between the Department and Sponsor
with respect to the subject matter of this Letter of Agreement.

2. Upon the Sponsor's approval, the Department, using NCDOT state forces and/or private contractor(s) under a Purchase Order Contract, may perform the requested maintenance and repair to the Airport. This work may include, but not be limited to; Joint and Crack Sealing, Pavement Repairs and Patching, Surface Treatments, Maintenance Overlays, Electrical, Grading, Drainage Improvements, Pavement Markings, or other infrastructure maintenance.
3. The Sponsor will receive notification from the Department of the Department's willingness to perform (or pay to have performed) any item or items of work approved by the Sponsor and a proposed schedule for performing the work and the force or contractor the Department proposes to perform the work.
4. If the schedule and the force or contractor proposed by the Department for performing the work is acceptable to the Sponsor, the Sponsor shall authorize the Department (or its contractors) to enter upon the property of the Airport during the scheduled time to perform the work.
5. If the schedule and the force or contractor proposed by the Department for performing the work is unacceptable to the Sponsor, the Sponsor shall inform the Department of the reasons for its objections and the Sponsor and the Department will engage in dialogue with the intent of determining if an alternative schedule or force or contractor is acceptable to both the Sponsor and the Department. If the Sponsor and the Department cannot reach agreement through the process described in paragraph 4 then the Department will withdraw its offer to perform the requested work.
6. The Sponsor hereby represents to the Department that the title to the pavement and adjacent areas of the Airport is vested in the Sponsor.
7. The Sponsor agrees to provide a duly authorized representative who will be present and/or available at all times the work is in progress (including nights and weekends, as applicable) to monitor project operations and assist the Department's representative.
8. The Sponsor agrees to provide a duly qualified operator who will monitor the airport's UNICOM radio transceiver at all times the work is in progress (including nights and weekends, as applicable) and will issue airport advisories as necessary on the UNICOM radio transceiver.
9. The Sponsor agrees, when needed, to formally close any runway, taxiway, or apron at all times when the work is in progress on that pavement area and to take appropriate steps to prohibit use of such areas by aircraft and/or ground vehicles while the work is being performed or the subject pavement areas are in an unsafe or uncured condition due to the conduct of the work.
10. The Sponsor agrees to issue and keep current the necessary Notices to Airmen (NOTAMS) through the Federal Aviation Administration (FAA) until all work is completed and the Department's representative notifies the Sponsor's representative that the affected areas may be returned to service.

11. The Sponsor agrees that the Department may, in its sole discretion, determine the design, scope of work, materials to be used, and methods of accomplishing the authorized work. The Department covenants that any and all such work as it performs or has performed at the Airport pursuant to this agreement will meet or exceed all relevant State of North Carolina and Federal Aviation Administration specifications for the type of pavement concerned and the type of maintenance or repair that is being performed.

12. To the maximum extent allowed by law, the Sponsor shall indemnify and hold harmless the Department and its officers and employees from all suits, actions, or claims of any character because of injury or damage received or sustained by any person, persons, or property resulting from work performed under this Commitment. This indemnity does not extend to causes of action arising from the negligence of the Department, its officers and employees or any of Department's contractors who performed the work.

13. Should Sponsor fail to comply with any material duty required of it under this Agreement the Department shall give written notice to the sponsor of the details of its non-compliance and provide a reasonable period in which the Sponsor can cure its non-compliance. Upon the expiration of said cure period without the Sponsor having come into compliance, the Sponsor agrees that, at its sole and unlimited discretion, the Department shall have the right to immediately stop all work being performed at the Airport and release the work area to the jurisdiction of the Sponsor.

14. The Sponsor understands that for the Department to perform maintenance or safety services, the Airport and Sponsor must be in good standing on all State and Federal Grant Requirements and Assurances before any project shall be performed under this Commitment.

15. Subject to the provisions of paragraph 13 above, this Commitment will expire on December 31, 2023. Subject to the provisions of paragraph 13 above, this Commitment may be terminated by either the Department or the Sponsor by providing written notification of termination. The effective date of termination pursuant to this paragraph shall be the date of receipt of the notice of written termination by the non-terminating party.

NC Division of Aviation

BY: _____

DATE: _____

Bobby Walston, P.E.
Aviation Director

WITNESS WHEREOF, the Sponsor has executed this Commitment on the date first written on Page 1 of this document.

FOR THE LOCAL AIRPORT SPONSORING AGENCY

Signed: _____

Title: _____

Official Sponsor: _____

Attest: _____

SEAL OF THE SPONSOR

A digital copy of this LETTER OF AGREEMENT in adopted form should be emailed to the Statewide Program Manager and your Airport Project Manager. General telephone number is: (919) 814-0550.

Statewide Program Manager - Randy Finger, P.E. afinger@ncdot.gov

Airport Project Manager (NW) - Rachel Bingham, P.E. rsbingham@ncdot.gov

Airport Project Manager (NE) – Ron McCollum, P.E. remccollum@ncdot.gov

Airport Project Manager (SW) – Jared Penny jjpenny@ncdot.gov

Airport Project Manager (SE) – Ashley Clowes, P.E. aeclowes@ncdot.gov

Airport Project Manager (Commercial Service) – Todd Meyer, P.E. tmeyer@ncdot.gov

Resolution of the Sponsor

A motion was made by (Name and title) _____
and seconded by (Name and Title) _____
for the adoption of the following resolution, upon being put to a vote it was duly adopted:

THAT WHEREAS (Airport Owner) _____
(hereinafter referred to as "Sponsor") the North Carolina Department of Transportation (hereinafter
referred to as "Department") requires a Commitment and Release of Liability statement to be on file,
in order to provide and oversee maintenance and safety improvements on the operational surfaces of
the (Official Airport Name) _____ ;
in accordance with the provisions of North Carolina General Statute 63.

NOW THEREFORE, BE IT AND IS HEREBY RESOLVED, that the
(Title of Airport Official) _____
of the Sponsor be and is hereby authorized and empowered to enter into a Commitment and Release
of Liability with the Department, thereby binding the Sponsor to fulfillment of its obligation as
incurred under this resolution and its commitment to the Department.

I, (Name and title of Public Notary) _____
of the (Name of Sponsoring Agency) _____
do hereby certify that the above is a true and correct copy of the minutes of
(Name of Authorizing Board of the Sponsoring Agency) _____
held on (Date of Meeting) _____

WITNESS my hand and the official seal of the Sponsor.

This the day of (month, day, year) _____

Signed: _____

NOTARY SEAL