AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, MAY 7, 2020, 7:00 PM

1. Call to order.

2. Silent prayer and pledge of allegiance.

3. Public comment period.

4. Consent Agenda:

   (a) Approval of the meeting minutes for the special city council meeting held on March 25, 2020.

   (b) Approval of the minutes and general account of the closed session held during the special city council meeting on March 25, 2020.

   (c) Approval of a resolution sealing the general account of the closed session held on March 25, 2020.

   (d) Approval of the meeting minutes for the regular city council meeting held on April 9, 2020.

   (e) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for March 2, 2020.

   (f) Approval of the community development division's request to schedule and advertise hearings to be conducted on June 4, 2020, for the following land use cases:

      (i) Legislative Hearing: An application to rezone property (Randolph County Parcel Identification Number 7762068222) located on the south side of East Bailey Street, east of 1644 North Fayetteville Street, from RA6 (High-Density Residential) to O&I (Office & Institutional).

      (ii) Quasi-Judicial Hearing: A combined hearing to consider an application to rezone a portion of the property at 801 Sunset Avenue (Randolph County Parcel Identification Number 7751426889) from OA6 (Office-Apartment) to CU-M (Conditional Use Mercantile) and to obtain a conditional use permit authorizing a banquet facility.

(g) Approval of an extension of the time allowed between preliminary plat and final plat approval for West Pointe townhomes (SUB-19-01).

(h) Acknowledgement of the closeout of the 2018 Urgent Repair Program (URP1801).

(i) Acknowledgement of the annual report concerning the Asheboro Planning Board's activities, expenditures, and budget estimates.

(j) Approval of the soil testing contract from S&ME for compaction testing of the Zoo City Sportsplex Grading Project.

(k) Approval of the audit contract for fiscal year 2019-2020.

(l) Approval of a budget ordinance amendment pertaining to the General Fund for fiscal year 2019-2020.

5. Community Development Director Trevor Nuttall will introduce the following land use cases:

(a) RZ-20-01 (Public Hearing Continued from April 9, 2020): An application to rezone property at 137 North Randolph Avenue (Randolph County Parcel Identification Number 7761027972) from R7.5 (Medium-Density Residential) to B2 (General Commercial).

(b) RZ-CUP-20-03 (Quasi-Judicial Hearing): A combined hearing on an application to rezone property at 1420 East Salisbury Street and 358 Patton Avenue (Randolph County Parcel Identification Number 7761513992) from R10 (Medium-Density Residential) to CU-I2 (Conditional Use General Industrial) and to obtain a conditional use permit authorizing land uses identified as Motor Vehicle Repair, Major and Rental/Sales of Domestic Vehicles.

(c) CUP-20-04 (Quasi-Judicial Hearing): An application for a conditional use permit authorizing a land use identified as a Multi-Use Commercial Development on the property located at 1226 East Dixie Drive (Randolph County Parcel Identification Number 7760584122).

6. Upcoming events and items not on the agenda.

7. Adjournment.

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

MEETING DATE:	**WEDNESDAY, MARCH 25, 2020**
MEETING TIME:	**6:00 PM**
LOCATION:	**RANDOLPH COUNTY EMERGENCY SERVICES BUILDING, 760 NEW CENTURY DRIVE, ASHEBORO, NORTH CAROLINA 27205**

At 6:00 p.m. on Wednesday, March 25, 2020, the City Council of the City of Asheboro will convene for a special meeting in the ambulance bay at the Randolph County Emergency Services Building, 760 New Century Drive, Asheboro, North Carolina 27205. This special meeting will be held as a joint meeting with the Randolph County Board of Commissioners.

This special joint meeting has been called for the purpose of discussing competitive healthcare activities by or on behalf of Randolph Health. The only agenda items planned for the meeting's open session are the convening of the special joint meeting, action on motions for each governing board to go into closed session, and the adjournment of the meeting.

The discussion concerning Randolph Health and competitive healthcare activities will be conducted in closed session. No final action is anticipated at this meeting.

This special meeting notice is issued on the 20th day of March, 2020.

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

# # # # # # # # # #

SPECIAL JOINT MEETING
ASHEBORO CITY COUNCIL
RANDOLPH COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, MARCH 25, 2020 6:00 PM
RANDOLPH COUNTY EMERGENCY SERVICES BUILDING
160 NEW CENTURTY DRIVE, ASHEBORO, NORTH CAROLINA

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

David H. Smith) – Mayor Presiding

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

Linda H. Carter) – Council Member Absent

John N. Ogburn, III, City Manager
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Jeffrey C. Sugg, City Attorney

In addition to the above-listed elected officials and staff members for the City of Asheboro, the following members of the Randolph County Board of Commissioners were present: Chairman Darrell Frye, Vice-Chairman David Allen, Commissioner Hope Haywood, Commissioner Kenny Kidd, and Commissioner Maxton McDowell. The following county staff members were also present: Hal Johnson, County Manager; Dana Crisco, Clerk to the Board; Donovan Davis, Chief of Randolph County Emergency Services; Will Massie Assistant County Manager/Finance Officer; Sarah Pack, Deputy Clerk to the Board; Ben Morgan County Attorney; and Aimee Scotton, Associate County Attorney.

A quorum of the city council thus being present, Mayor Smith called the city council meeting to order at 6:01 p.m. for the transaction of business and business was transacted as follows.

1. Motion to go into closed session.

Mayor Smith entertained a motion to go into closed session pursuant to Section 143-318.11(a)(1) of the North Carolina General Statutes for the purpose of discussing competitive healthcare activities by or on behalf of Randolph Health, which discussion is privileged and confidential pursuant to Section 131E-97.3 of the North Carolina General Statutes.

The requested motion was made by Council Member Moffitt and seconded by Council Member Burks. The council members then voted unanimously to approve the motion and went into closed session. Council Members Bell, Burks, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

[The minutes and general account of the closed session have been prepared and approved as a separate document.]

2. Return to open session.

After returning to open session, Chairman Darrell Frye gave updates on the Randolph County Day of Prayer that is scheduled for April 6, 2020 and the COVID-19 pandemic. No action was taken on any of these informational updates.

Subsequent to updates on the current events taking place within Randolph County, Council Member Bell moved to adjourn the meeting. Council Member Snuggs seconded the motion, and the council members voted unanimously to adjourn the meeting. Council Members Bell, Burks, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. The meeting was adjourned at 7:24 p.m.

_____ _____

Holly H. Doerr, CMC, NCCMC, City Clerk **David H. Smith, Mayor**

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Resolution Sealing the General Account of a Closed Session Conducted during a Special Joint Meeting with the Randolph County Board of Commissioners on March 25, 2020

WHEREAS, Section 143-318.10(e) of the North Carolina General Statutes provides, in pertinent part, that the "minutes or an account of a closed session conducted in compliance with G.S. 143-318.11 may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session;" and

WHEREAS, pursuant to Section 143-318.11(a)(1) and Section 131E-97.3 of the North Carolina General Statutes, the city council, upon unanimous adoption of a properly made and seconded motion, went into closed session on March 25, 2020, during a joint special meeting with the Randolph County Board of Commissioners, in order to discuss privileged and confidential information pertaining to competitive healthcare activities by or on behalf of Randolph Health; and

WHEREAS, the purpose for going into closed session on March 25, 2020, would be frustrated if the general account of the closed session were to be made available for public inspection at this time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the general account of the closed session conducted on March 25, 2020, is hereby sealed and will remain sealed so long as public inspection of the records would frustrate the purpose of the closed session; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the city manager is hereby authorized to act as the council's agent with the authority to unseal these records when the purpose of the closed session would no longer be frustrated by making the records available for public inspection or when the unsealing of this general account is otherwise required by law.

[The remainder of this page was intentionally left blank.
The signature blocks for this Resolution are on the next page.]

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on May 7, 2020.

_____

David H. Smith, Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, APRIL 9, 2020
7:00 PM

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	)
Walker B. Moffitt	) – Council Members Physically Present in the Council Chamber
Jane H. Redding	)
Linda H. Carter	)
Katie L. Snuggs	) – Council Members Present via Remote Participation
Charles A. Swiers	) (Telephone Conference Call)

John N. Ogburn, III, City Manager
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
David L. Hutchins, Public Works Director
Mark T. Lineberry, Chief of Police
Trevor L. Nuttall, Community Development Director
Michael D. Rhoney, 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. The number of elected officials, city management team members, and private citizens physically present in the council chamber at any point in time was limited to a maximum of ten individuals in order to comply with the applicable executive orders during the current public health emergency.

Roll call votes were conducted to ensure that council members using the conference call for remote participation were on the line and casting their vote.

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. Public comment period.

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

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

4. Franchise to operate a construction and demolition debris landfill:

(a) Public hearing.

Mayor Smith opened the properly advertised public hearing on the request by Morton & Sewell Development Company, Inc. for a construction and demolition debris landfill franchise.

City Attorney Jeff Sugg reported that a franchise was initially granted by the Asheboro City Council in 2006. The applicant currently operates a construction and demolition debris landfill within the city's corporate limits at 385 Gold Hill Road, Asheboro. The request to amend the existing franchise has been filed in order to reflect alterations in the corporate identity of the franchisee, the term of the franchise, the footprint of the facility, the unit measurement for incoming waste, and the service area.

Mr. Al Morton, a representative for Morton & Sewell Development Company, Inc. was available to answer questions. No one spoke in opposition to the granting of the requested franchise. There being no comments from the public, Mayor Smith closed the public hearing.

(b) Final action on the proposed franchise ordinance.

Mr. Sugg presented and recommended adoption, by reference, of the second reading of an ordinance granting a construction and demolition debris landfill franchise to Morton & Sewell Development Company, Inc.

Upon motion by Council Member Bell and seconded by Council Member Snuggs, the Council voted unanimously to adopt the second reading of the following ordinance by reference. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes.

ORDINANCE NUMBER 10 ORD 4-20

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE GRANTING A CONSTRUCTION AND DEMOLITION DEBRIS LANDFILL FRANCHISE TO MORTON & SEWELL DEVELOPMENT COMPANY, INC.

WHEREAS, in compliance with a franchise initially granted by the Asheboro City Council (the "Council") in 2006, Morton and Sewell Land Company, LLC operates a construction and demolition debris landfill within the corporate limits of the City of Asheboro (the "City") at 385 Gold Hill Road, Asheboro, North Carolina 27203; and

WHEREAS, the current franchisee has asked to change the existing franchise to reflect alterations in the corporate identity of the franchisee, the term of the franchise, the footprint of the facility, the unit of measurement for incoming waste, and the service area; and

WHEREAS, immediately prior to taking final action on this request, the Council utilized a properly advertised public hearing to obtain comments from interested parties on the question of granting the requested franchise; and

WHEREAS, after reviewing the available information, the City Council of the City of Asheboro has concluded that granting the requested franchise is in the public interest.

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

Section 1. Pursuant to and in accordance with Sections 130A-294 and 160A-319 of the North Carolina General Statutes, Morton & Sewell Development Company, Inc. (the "Franchisee") is hereby granted a franchise to operate a construction and demolition debris landfill at 385 Gold Hill Road, Asheboro, North Carolina 27203 (the "Landfill").

Section 2. The Landfill shall have available for its use approximately 30 acres of land permitted in accordance with the laws of the State of North Carolina for use as a construction and demolition debris landfill.

Section 3. No more than 500 tons of waste shall be deposited into the Landfill per day. With this amount of incoming waste, the Landfill will have an estimated life of 20 years.

Section 4. With the submittal of data and mapping from its engineers, the Franchisee has provided to the City a facility plan for the Landfill that includes the boundaries of the proposed facility, the proposed development of the facility, the boundaries of all waste disposal units, final elevations and capacity of all waste disposal units, the amount of waste to be received per day in tons, the total waste disposal capacity of the Landfill in tons, a description of environmental controls, and a description of any other waste management activities to be conducted at the facility as well as the proposed location of soil borrow areas and all other facilities and infrastructure, including ingress and egress to the facility. No leachate facilities are needed for this construction and demolition debris landfill.

A copy of the facility plan is on file in the city clerk's office and is available for public inspection. The facility plan submitted by the Franchisee is hereby incorporated into this Ordinance by reference as if copied fully herein.

Section 5. Throughout the duration of the franchise granted by this Ordinance**,** the Franchisee shall purchase and maintain a $1,000,000 environmental liability insurance policy, a $1,000,000 general liability insurance policy, and workers' compensation insurance coverage that complies with the applicable provisions of the North Carolina General Statutes. The City shall be named as an additional insured under the environmental liability insurance and general liability insurance policies.

On an annual basis, the City shall be furnished with Certificates of Insurance in a form satisfactory to the City for the purpose of verifying the existence of the insurance coverage required by this section. The insurance policies mandated by this section shall provide for 30 days advance written notice of material change, cancellation, or non-renewal.

Section 6. The population to be served by the Landfill will be primarily commercial contractors who specialize in construction and demolition activities. The main waste stream will primarily come from the City of Asheboro and Randolph County, but all counties in North Carolina are included in the Landfill's service area.

Section 7. As part of its efforts to reduce, reuse, and recycle as much solid waste as possible, the City has worked in a cooperative manner with the Landfill to dispose of the following materials: brush, tree trimmings, leaves, yard waste, and stumps as well as clean concrete, building materials, and construction and demolition materials. After these materials are taken to the facility by city personnel and/or others, the materials are processed in a variety of ways and, if possible, resold to the public. Therefore, the continued successful operation of the Landfill will have a positive impact on the City's efforts to reduce, reuse, and recycle solid waste.

With specific regard to the disposal of construction and demolition waste, the Landfill is a vital actor in the process. The granting of the requested franchise so as to maintain a privately owned and properly permitted construction and demolition debris landfill in

Asheboro is critical to providing cost-effective disposal options to meet the needs of the municipality's citizens.

Section 8. The waste accepted by the Landfill shall be composed of waste or debris resulting from roofing, construction, remodeling, repair, or demolition operations on pavement, buildings, or other structures. In furtherance of the City's goal to promote and make available to its citizens cost-effective disposal options that are environmentally sustainable, the Franchisee is authorized, by way of illustration and not limitation, to accept waste containing asbestos. However, the Franchisee shall monitor the waste offered to the Landfill and shall reject any unacceptable waste including without limitation organic/household waste; waste that has been in contact with petroleum, solvents, or chemicals; waste containing PCB's; and waste that has been in contact with pesticides or herbicides.

Section 9. The fee schedule for the Landfill is attached to this Ordinance as Exhibit A and is hereby incorporated into this Ordinance by reference as if copied fully herein. Beginning in the 2021 calendar year and continuing thereafter, this fee schedule may be adjusted by the Franchisee on an annual basis in accordance with the Consumer Price Index - All Urban Consumers, U.S. City Average, All Items (not seasonally adjusted) as published by the U. S. Department of Labor, Bureau of Labor Statistics with an index base period of 1982-84 = 100. Such an adjustment shall be made on the 1st day of July of each year that this franchise is in full force and effect. On the adjustment date, the above-referenced fee schedule may be increased by a percentage equal to the cumulative percentage increase, if any, in the above-cited consumer price index (the "CPI"). The cumulative percentage increase in the CPI means the percentage increase, if any, in the CPI for the month of May immediately preceding the adjustment date over the CPI recorded for the month of May during the preceding calendar year.

If the CPI ceases to use as the basis of calculation the standard of 1982-84 = 100, or if a change is made in the items contained in the CPI, or if the CPI is altered, modified, converted, or revised in any other manner, then the foregoing computations shall be made with the use of such conversion factor, formula, or table for converting the CPI as may be published by the Bureau of Labor Statistics. If the Bureau of Labor Statistics does not publish such conversion information, then the foregoing computations shall be made with the use of a conversion factor that adjusts the modified CPI to the figure that would have been calculated had the manner of computing the CPI not been altered.

Section 10. The franchise granted by this Ordinance is granted for the Landfill's life-of-site, but this period shall not exceed 60 years. The term "life-of-site" is defined in Section 130A-294(a2) of the North Carolina General Statutes.

Section 11. The Franchisee agrees to operate the Landfill in accordance with all applicable laws and regulations and shall comply with any permit(s) issued by the State of North Carolina.

Section 12. The Franchisee shall require anyone using the Landfill to comply with Section 20-116(g) of the North Carolina General Statutes.

Section 13. The effective date of this Ordinance shall be April 15, 2020.

Section 14. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed effective April 15, 2020.

This Ordinance was initially adopted by the Asheboro City Council during a regular meeting held on the 6th day of February, 2020.

The Asheboro City Council granted final approval of the Ordinance after a public hearing and second reading of the Ordinance during the Council's regular meeting on the 9th day of April, 2020.

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

ATTEST:

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

EXHIBIT A

Price List for Construction and Demolition Debris:

a. Standard Charge = $38.00 per ton

b. Clean Concrete = $15.00 per ton

c. Asbestos = $75.00 per cubic yard

d. Minimum Charge = $15.00 per ton

*This price list, as with the franchise ordinance itself, only addresses the Construction and Demolition Debris Landfill charges and is not inclusive of all user charges incurred at the Landfill.

5. Consent agenda.

Upon motion by Council member Bell and seconded by Council Member Carter, the Council voted unanimously to approve/adopt the following consent agenda items. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes.

(a) The meeting minutes for the city council's special meeting held on March 4, 2020.

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

(b) The minutes and general account of the closed session held during the special city council meeting on March 4, 2020.

The approved minutes and general account of the above-referenced closed session are on file in the city clerk's office. However, in compliance with the resolution approved as the next consent agenda item, the general account of the closed session is not currently available for inspection because such an inspection would frustrate the purpose of the closed session.

(c) A resolution sealing the general account of the closed session on March 4, 2020.

RESOLUTION NUMBER 04 RES 4-20

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Resolution Sealing the General Account of a Closed Session Conducted during a Special Joint Meeting with the Randolph County Board of Commissioners on March 4, 2020

WHEREAS, Section 143-318.10(e) of the North Carolina General Statutes provides, in pertinent part, that the "minutes or an account of a closed session conducted in compliance with G.S. 143-318.11 may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session;" and

WHEREAS, pursuant to Section 143-318.11(a)(1) and Section 131E-97.3 of the North Carolina General Statutes, the city council, upon unanimous adoption of a properly made and seconded motion, went into closed session on March 4, 2020, during a joint special meeting with the Randolph County Board of Commissioners, in order to discuss privileged and confidential information pertaining to competitive healthcare activities by or on behalf of Randolph Health; and

WHEREAS, the purpose for going into closed session on March 4, 2020, would be frustrated if the general account of the closed session were to be made available for public inspection at this time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the general account of the closed session conducted on March 4, 2020, is hereby sealed and will remain sealed so long as public inspection of the records would frustrate the purpose of the closed session; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the city manager is hereby authorized to act as the council's agent with the authority to unseal these records when the purpose of the closed session would no longer be frustrated by making the records available for public inspection or when the unsealing of this general account is otherwise required by law.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on April 9, 2020.

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

ATTEST:

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

(d) The meeting minutes for the city council's regular meeting held on March 5, 2020.

The approved meeting 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.

(e) The acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for February 3, 2020.

The minutes of the meeting held by the Asheboro ABC Board on February 3, 2020 have been received by the city clerk, distributed to Mayor Smith and the Council Members for review, and have been filed in the city clerk's office.

(f) The community development division's request to schedule and advertise public hearings on the following land use cases that have been submitted in time for full consideration during the council's next regular meeting on May 7, 2020.

(i) A combined hearing to consider a request to rezone property from R10 (Medium-Density Residential) to CU-I2 (Conditional Use General Industrial) and to obtain a conditional use permit authorizing Motor Vehicle Repair, Major and Rental/Sales of Domestic Vehicles land uses. The property is located at 1420 East Salisbury Street and 358 Patton Avenue (Randolph County Parcel Identification Number 7761513992)

(ii) A quasi-judicial hearing on the applicant's request for a conditional use permit authorizing a land use identified as a Multi-Use Commercial Development on the property located at 1226 East Dixie Drive (Randolph County Parcel Identification Number 7760584122).

The hearings concerning the applications for the above-referenced land use approvals will be scheduled and advertised in accordance with the applicable statutes/ordinances and then heard by the Asheboro City Council during its regular meeting on May 7, 2020.

(g) A contract amendment to extend the termination date from October 18, 2020 to October 18, 2021, for the PEMMCO grant agreement between the city and the North Carolina Department of Commerce.

A copy of the above-referenced contract amendment is on file in the community development division.

(h) The 2020 Downtown Farmers' Market operational days and hours, including special events.

The documentation transmitted by the recreation services director with the operational hours for the 2020 Downtown Farmers' Market is on file in the city clerk's office and may also be obtained by directly contacting the city's cultural and recreation services department. The Council Members acknowledged receiving the schedule for the 2020 Downtown Farmers' Market. No action was taken by the Council Members to alter the schedule submitted by the recreation services director.

(i) Acknowledgement of the receipt and acceptance of the operational hours proposed by the Recreation Services Director for the city-owned pools during the 2020 season.

The documentation transmitted by the recreation services director with the operational hours for the pools once the executive order closures mandated because of the pandemic are lifted during 2020 is on file in the city clerk's office and may also be obtained by directly contacting the city's cultural and recreation services department. The Council Members acknowledged receiving the schedule for the city-owned pools. No action was taken by the Council Members to alter the schedule submitted by the recreation services director.

(j) A lease agreement with Randolph County pertaining to office space for the police department at 1453 North Fayetteville Street (the former Wachovia/Wells Fargo building).

The executed lease agreement is on file in the city clerk's office. The approve lease agreement provides as follows:

NORTH CAROLINA

RANDOLPH COUNTY

LEASE AGREEMENT

This Lease, by and between the County of Randolph, a political subdivision of the State of North Carolina, Lessor (hereinafter referred to as the "County", and the City of Asheboro, a North Carolina Municipal Corporation, Lessee (hereinafter referred to as the "City").

WITNESSETH

WHEREAS, the County owns the old Wachovia/Wells Fargo building located at the Fayetteville Street corner of the Northgate County Office Complex and more particularly described as 1453 North Fayetteville Street, Asheboro, North Carolina hereinafter the "Property"; and

WHEREAS, the Property is in need of general maintenance and roof repair; and

WHEREAS, the Property is not currently being used by the County; and

WHEREAS, the City has been looking for a facility in which to locate an Asheboro North District Police Office; and

WHEREAS, the City has the means and desire to perform general maintenance and roof repair to the Property in order to make it suitable for use as a police precinct office; and

WHEREAS, the County recognizes the benefit of the presence of a police precinct office on the Property, both to the other County facilities nearby and to the citizenry; and

WHEREAS, North Carolina General Statute §160A-274 authorizes the County, upon such terms and conditions as it deems wise, with or without consideration, to lease property to the City upon action taken by the Randolph County Board of Commissioners; and

WHEREAS, this Lease was considered by and approved by the Randolph County Board of Commissioners at their regular meeting on March 9, 2020.

NOW, THEREFORE, subject to the terms and conditions herein set out, the County doth hereby let and lease unto the City, and the City doth hereby accept as tenant of the County that Property described above. The terms and conditions of this Lease being as follows:

Section 1. Effective Date. The effective date of this Lease shall be the date of the last signature affixed hereto.

Section 2. Term. The term of this Lease begins on the Effective Date and shall continue for five (5) years unless terminated earlier as provided herein.

Section 3. Termination. If the City ceases to use the Property as a police precinct office or begins to use the property for any purpose other than as a police precinct office, this Lease shall terminate immediately. Furthermore, either party may terminate this Lease upon six (6) months prior written notice to the other party.

Section 4. Consideration. In lieu of rental payments, any improvements or repairs made to the Property by the City during the term of this Lease shall serve as the consideration paid to the County for the use of the Property.

Section 5. Insurance. The County shall maintain during the term of this Lease, on the structural portion of the Property, property insurance, including fire insurance against loss or damage as a result of fire and hazards customarily insured against in extended coverage clauses in North Carolina in an amount not less than 100% replacement value thereof. In the event of the destruction of or damage to the building, the proceeds of such insurance shall be used, to the extent necessary, in order to repair or restore the same to its condition just prior to the said destruction or damage. Insurance on the contents of the Property shall be the responsibility of the City.

Section 6. Utilities/Maintenance. Except as otherwise stated herein, the City shall pay all utility bills incurred in connection with the use of the Property during the term of this Lease. The City is also responsible for the maintenance of and for all janitorial/custodial work performed on the premises. The County shall be responsible for grounds and parking lot maintenance.

Section 7. Property of City. All goods, equipment, fixtures and other personal property of City stored or kept or maintained in or on the Property shall be at the sole risk of the City, and the County shall not be responsible for any loss or damage to the same.

Section 8. Sublease/Assignment. This Lease shall not be assigned, or the Property sublet, without the written consent of the County.

Section 9. Changes/Alterations. Other than general maintenance and roof repair, no alterations or changes shall be made in the improvements upon the Property without the written consent of the Lessor.

Section 10. Liens and Claims. The City shall at all times keep the Property and the County's estate or interest therein free and clear from all claims, liens, and encumbrances caused by or through the City or by or through the occupancy of the Property by the City or occurring as a result of construction work, repairs, alterations, additions and restoration work required or permitted to be done by the City pursuant to the terms of this Lease.

Section 11. Indemnity. The City shall indemnify and hold harmless the County from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees to the extent resulting from any negligent act or omission of the City, its officers, agents, servants, employees, contractors or assigns in connection with this Lease; provided, however, that the City shall not be obligated to indemnify the County from and against any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, or attorneys' fees to the extent arising out of any negligent act or omission of the County, its officers, agents, servants, employees, contractors, or assigns.

The County shall indemnify and hold harmless the City from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees to the extent resulting from any negligent act or omission of the County, its officers, agents, servants, employees, contractors or assigns in connection with this Lease; provided, however, that the County shall not be obligated to indemnify the City from and against any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, or attorneys' fees to the extent arising out of any negligent act or omission of the City, its officers, agents, servants, employees, contractors, or assigns.

Section 12. Care of Premises. The City covenants and agrees that it will take good care of the Property and upon termination of this Lease will surrender the said Property in at least as good order and condition as it is in at the beginning of this Lease, ordinary wear and tear excepted.

Section 13. Invalidity of Particular Provisions. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby; and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

Section 14. E-Verify. The City hereby certifies that it is in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, commonly referred to as "E-Verify" and shall remain in compliance for the duration of this Lease Agreement.

Section 16. Governing Law. The laws of the State of North Carolina shall govern this Lease Agreement. Any action filed on this Lease shall be filed in District or Superior Court in Randolph County, North Carolina.

Section 16. Entire Agreement. This Lease contains the entire agreement between the parties and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

In Testimony Whereof, the parties hereto have hereunto set their hands and seals, this the day and year first above written.

FOR THE LESSOR

COUNTY OF RANDOLPH

(SEAL)

By: _____
Darrell L. Frye, Chairman
Randolph County Board of Commissioners

Attest:

_____
Dana Crisco, Clerk to the Board

I, a Notary Public of the County of Randolph, State of North Carolina, do hereby certify that Dana Crisco, who is personally known to me, appeared before me this day and acknowledged that she is the Clerk to the Board for the County of Randolph and that, by authority duly given and as the act of the County of Randolph, the foregoing instrument was voluntarily executed on behalf of the County by Darrell L. Frye, Chairman of the Randolph County Board of Commissioners, sealed with the County's corporate seal, and attested by her as Clerk to the Board for the purposes stated therein. Witness my hand and official stamp or seal, this day of _____, 2020.

_____
Notary Public

My Commission Expires: _____

FOR THE LESSEE

CITY OF ASHEBORO

(SEAL)

By: _____
David H. Smith, Mayor
City of Asheboro

Attest:

_____
Holly H. Doerr, City Clerk

State of North Carolina
County of Randolph

I, a Notary Public of the County of Randolph, State of North Carolina, certify that Holly H. Doerr, who is personally known to me, appeared before me this day and acknowledged that she is the City Clerk for the City of Asheboro and that, by authority duly given and as the act of the City of Asheboro, the foregoing instrument was voluntarily executed on behalf of the City by David H. Smith, the Mayor, sealed with the City's seal, and attested by her as Clerk for the purposes stated therein.

Witness my hand and official stamp or seal, this _ day of _____, 2020.

_____
Notary Public

My Commission Expires: _____

6. Community Development Division items.

(a) <u>SUP-20-01 (quasi-judicial hearing)</u>: An application for a Special Use Permit authorizing a Manufacturing, Processing, and Assembly (Light) land use on property, which is zoned (B2 General Commercial), at 468 North Fayetteville Street (Randolph County Parcel Identification Number 7751859284).

The above-referenced land use case has been withdrawn by the Applicant.

No action was taken by the Council during this portion of the meeting.

(b) <u>RZ-20-01 (public hearing)</u>: An application to rezone property located at 137 North Randolph Avenue (Randolph County Parcel Identification Number 7761027972) from R7.5 (Medium-Density Residential) to B2 (General Commercial).

Subsequent to Mayor Smith opening the public hearing on the above-referenced land use case, Community Development Director Trevor Nuttall presented a written request from the Applicant to continue the public hearing to the Council's regular meeting on May 7, 2020.

Upon motion by Council Member Bell and seconded by Council Member Redding, the Council voted unanimously to continue the above-referenced land use case to its regular meeting on May 7, 2020. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes.

A copy of the Applicant's written request for a continuance is on file in the Community Development Division.

(c) <u>RZ-20-02 (public hearing)</u>: A zoning ordinance text amendment application related to Recreational Vehicle/Travel Park/Camp uses in the B2 and TH zoning districts, including but not limited to Article 200, Table 200-2 (Table of Permitted Uses) and Article 300A.

Mayor Smith opened the public hearing on the following request.

Mr. Nuttall utilized a visual presentation to highlight proposed text amendments to Article 200, Table 200-2, and Article 300A of the Asheboro Zoning Ordinance. The Applicant, Mr. Kent Emirbayer, requested to amend the Asheboro Zoning Ordinance to establish supplemental Recreational Vehicle/Travel Park/Camp development standards in the B2 and TH zoning districts.

Highlights of the proposed amendments include the following:

1. The Asheboro Zoning Ordinance currently permits Recreational Vehicle/Travel Park/Camp uses in the R40 zoning district with a Special Use Permit and the B2 and TH districts by right.
2. Presently, there are no supplemental development requirements for this use in the B2 and TH zoning districts; development must comply with the standard requirements including, but not limited to, setbacks, landscaping, parking, and signage.
3. The Applicant proposes applying R40 development standards for such uses when built in the B2 and TH zoning districts with the following modifications:

    (a) Establishing setbacks of 60 feet from any public right-of-way and 100 feet from a property line of a contiguous residentially zoned and residentially developed property for any recreational vehicle space, travel trailer space or campsite.
    (b) Adding a provision requiring access to a minor thoroughfare or higher classification street and prohibiting spaces from having direct access to public streets.
    (c) Allowing internal driveways and required parking areas to be all-weather surface instead of paved.
    (d) Permitting occupancy of up to 3 months in any 12 month period, extending from the current allowance of 30 days within a 6-month period and a provision for caretaker residency.
    (e) Modifying bathroom facilities from the current 2 toilets, 1 lavatory and 1 shower for each 8 spaces to 2 toilets and 2 lavatories for the first 25 sites, and for each additional 25 sites or fraction thereof that do not possess a sewer connection. This standard is based upon NFPA 1194, Standard for Recreational Vehicle Parks and Campgrounds.
    (f) Prohibiting the use, parking or storage of any manufactured/mobile home.
    (g) Stipulating that only building facades visible from a public right-of-way shall be required to comply with building design standards.

The Planning Board concurred with the following staff analysis from the Community Development Division and recommended approval of the proposed text amendments to the Asheboro Zoning Ordinance.

> Approval of the request will establish minimum standards for Recreational Vehicle/Travel Park/Camp development in the B2 and TH districts. The standards ensure that such uses will be established on roadways suited to handle higher traffic volumes and prohibit direct access to public streets from park or campground spaces. Eliminating the paving requirement likely will necessitate the owner to perform more frequent roadway maintenance to keep the surface's shape and ensure the gravel remains free from ruts or potholes. However, public

safety can still be secured provided an adequate all weather roadway is continually maintained.

The staff report submitted to the city council identified three land development plan goals/policies that support the text amendment request and only one goal/policy that is negative toward the request. The identified goals/policies are listed as follows:

Land Development Plan Goals/Policies Which Support Request:

Goal 2.1.1: The zoning ordinance will periodically be reviewed to ensure that the specific regulations for each zoning district are aligned with the desired character and focus of each district.

Goal 2.2: Development that is located in appropriate locations.

Goal 4.3: Opportunities for citizens to responsibly enjoy the natural environment.

Land Development Plan Goals/Policies Which Do <u>Not</u> Support Request:

Goal 3.1: Enhancement, maintenance, and preservation of the built environment.

The Applicant, Kent Emirbayer and Ms. Jane Emirbayer presented comments in support of the request. There being no further comments, and no opposition from the public, Mayor Smith transitioned to the deliberative phase of the case.

The city council concurred with the staff and planning board analysis of the general consistency of the request with the land development plan. Council Member Bell moved, and Council Member Burks seconded the motion, to adopt the plan consistency statement printed below and to approve the requested text amendments with the following multi-part motion:

1. Approval of the request will establish minimum standards for Recreational Vehicle/Travel Park/Camp development in the B2 and TH districts. The standards ensure that such uses will be established on roadways suited to handle higher traffic volumes and prohibit direct access to public streets from park or campground spaces. Eliminating the paving requirement likely will necessitate the owner to perform more frequent roadway maintenance to keep the surface's shape and ensure the gravel remains free from ruts or potholes. However, public safety can still be secured provided an adequate all weather roadway is continually maintained.

   Considering these factors, and the above-listed land development plan goals/policies, the city council has concluded that this application for text amendments to the Asheboro Zoning Ordinance is generally consistent with the Land Development Plan, is generally in the public interest, and supports a reasonable use of the property.

2. In light of the above-stated analysis, the requested zoning ordinance text amendments are approved as consistent with the adopted plan.

Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes. Consequently, the above-stated motion was adopted unanimously.

The slide show utilized by Mr. Nuttall is on file in the city clerk's office. The approved text amendments are on file in the city clerk's office and the Community Development Division. The newly enacted Section 331A of the City of Asheboro Zoning Ordinance provides as follows:

331A Recreational Vehicle/Travel Park/Camp

(1) Use shall have a minimum area of two acres.

(2) No recreational vehicle space, travel trailer space or campsite shall be closer than 60 feet to a public right-of-way or 100 feet to a property line of a contiguous residentially zoned property that is developed with a residential use.

(3) The minimum area occupied by any recreational vehicle or other camping structure shall be fifteen hundred square feet with a minimum width of thirty feet.

(4) A clearance of at least twenty feet shall be maintained between each recreational vehicle, camping structure and/or building within the park.

(5) Use shall have direct access to a minor thoroughfare or higher classification street, as shown on the Asheboro Comprehensive Transportation Plan. Recreational vehicle spaces, travel trailer spaces and campsites shall only have direct access to an internal private street which accesses a public street: none shall have direct access to a public street.

(6) Notwithstanding Article 400, all recreational vehicle spaces, travel trailer spaces and campsites shall abut a driveway which shall be all-weather surface and maintained in a serviceable condition to a continuous width of twenty-five feet.

(7) Notwithstanding Article 400, required parking areas shall be all weather surface.

(8) Permanent residency shall be prohibited except for full-time facility employees acting as property caretaker(s). Occupancy by non-caretakers extending beyond three (3) months in any twelve (12) month period shall be presumed to be permanent residency and is prohibited.

(9) Use shall provide 2 toilets and lavatories for the first 25 sites and two toilets and lavatories for each additional 25 sites, or fraction thereof, which do not possess a sewer connection.

(10) The use, parking, or storage of any manufactured/mobile home shall be prohibited.

(11) Notwithstanding Article 300A, only building facades visible from a public right-of-way shall be required to comply with building design standards.

(12) All garbage and refuse shall be stored in a suitable water-tight and fly-tight standard garbage receptacle and shall be kept covered with tight fitting covers. At least one such receptacle shall be provided and conveniently located for every campsite except where a dumpster or dumpsters are conveniently located and used in the same manner as separate receptacles. It shall be the duty of the park/camp operator to see that all garbage and refuse is disposed of regularly. It shall also be the duty of the park/camp operator to see that no materials which attract insects or rodents is stored or allowed to remain on the premises. All areas of the premises shall be kept clean and free from weeds or undergrowth.

(d) <u>SUB-19-02</u>: A request for preliminary plat approval for the Hillcrest Subdivision, Phase 2 (Breeze Hill Road and Fermer Road).

The Applicant, Royal Crest Builders, has submitted for review and approval a preliminary plat for Hillcrest Subdivision, Phase 2 that is located on the northern corner of Breeze Hill Road and Fermer Road. The parcel information for this subdivision approval request includes approximately 7 acres of land that are more specifically identified by Randolph County Parcel Identification Number 7750396274.

The proposed number of lots is 26, with the average lot size of 10,779 square feet. The property is located within the city limits of Asheboro.

The proposal is for a conventional residential subdivision. Breeze Hill and Fermer Roads are both city-maintained streets west of Uwharrie Street. The proposal shows two entrances, one from Breeze Hill Road and one from Fermer Road.

The subdivision plat does not propose sidewalks. While the subdivision ordinance encourages sidewalks, it does not require them for a residential subdivision that is not a planned unit development. Subject to the subdivision and zoning ordinances, lots with frontage on existing public rights-of-way and having existing utilities available to each lot may be platted as a minor subdivision and reviewed by city staff.

During his presentation, Mr. Nuttall noted that the Planning Board concurred with the planning staff's recommendation to approve the preliminary plat for the Hillcrest Subdivision, Phase 2.

Council Member Bell moved, and Council Member Burks seconded the motion, to concur with the recommendations of the planning board and to approve the preliminary plat. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted unanimously in favor of the motion and approved the preliminary plat.

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

7. Water Resources items.

(a) Summary of bids received for chemical purchases from April 16, 2020 to April 15, 2021, and recommended award of contract.

Water Resources Director Michael D. Rhoney, PE reported that fifteen (15) bid packages were received on March 17, 2020 in response to the chemical procurement process undertaken for operations at the Water/Wastewater Treatment Plants. These bids included furnishing the chemicals required by the plants for the time period from April 16, 2020 to April 15, 2021.

Mr. Rhoney recommended that the contracts to supply the chemicals required by the plants from April 16, 2020 to April 15, 2021 be awarded to the responsive low bidders as listed below:

Chemical	Company	Price
Liquid Alum	C&S Chemicals	$286.00/Ton
Liquid Caustic	Univar, USA, Inc.	$409.00/Ton
Fluosilicic Acid	Pencco, Inc.	$357.00/Ton
Sodium Hypochlorite	Univar, USA, Inc.	$0.68/Gal
Calcium Nitrate	Evoqua Water Technologies	$2.36/Gal
Sodium Permanganate	Shannon Chemical Corp.	$8.17/Gal
Magnesium Hydroxide	Polytec, Inc.	$1.88/Gal

Upon motion by Council Member Bell and seconded by Council Member Burks, the Council Members voted unanimously to award to the above-listed lowest responsive, responsible chemical suppliers the respective contracts to supply the chemicals required by the city's plants from April 16, 2020 to April 15, 2021. Council Members

Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes.

A copy of the bid summary presented by Mr. Rhoney is on file in the city clerk's office.

(b) Summary of bids received for Wastewater Treatment Plant Paving Improvements received April 3, 2020, and recommended award of contract.

Prior to considering the above-referenced agenda item, Council Member Moffitt disclosed that he is an employee for one of the companies that submitted a bid for the wastewater treatment plant paving improvements project. Council Member Moffitt is a salaried employee of the company with no ownership interest in the company, and he will receive no compensation from the company that is tied to the proposed project. There is no direct conflict of interest.

However, due to the concern about the appearance of a conflict of interest, Council Member Bell moved to excuse Council Member Moffitt from participating in the discussion and voting concerning this agenda item. Council Member Redding seconded the motion and the Council voted unanimously to excuse Council Member Moffitt from participating in the discussion and voting concerning this item. Council Members Bell, Burks, Carter, Redding, Snuggs, and Swiers voted in favor of the motion.

Mr. Rhoney reported that four (4) bid packages were received on March 24, 2020 for the Wastewater Treatment Plant Paving Improvements project. The scope of work for this project includes furnishing all materials, labor, tools, and equipment necessary for the complete application of asphalt overlay on the plant driveway and parking surfaces. Pavement depth ranges from 1.5-2" of S9.5B Asphalt requiring an estimated 1,600 tons.

Final payment for this project will be paid for by the ton in place based on the contractor's weight tickets. The following bids were received:

Bidder	Unit Bid Amount	Total Amount
Riley Paving, Inc.	$112.25/Ton	$179,600
Sharpe Brothers	$97.74/Ton	$156,384
Triangle Grading & Paving, Inc.	$133.00/Ton	$212,800
Waugh Asphalt, Inc.	$104.96/Ton	$167,936

Mr. Rhoney recommended that the Council award the paving improvements project to the apparent lowest responsive, responsible bidder which was Sharpe Brothers with a bid $156,384.00. Council Member Burks moved to award the contract to Sharpe Brothers for the stated amount, and this motion was seconded by Council Member Bell. Council Members Bell, Burks, Carter, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes.

A copy of the bid summary presented by Mr. Rhoney is on file in the city clerk's office.

(c) Resolution supporting and authorizing an application for a state loan for the Sanitary Sewer Lift Station No. 3 Improvements Project.

Mr. Rhoney presented and recommended adoption, by reference, of a resolution supporting and authorizing an application for a state loan for the sanitary sewer lift station No. 3 improvements project.

Upon motion by Council Member Bell and seconded by Council Member Burks, the Council voted unanimously to adopt the following resolution by reference. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes.

RESOLUTION NUMBER 05 RES 4-20

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION SUPPORTING AND AUTHORIZING AN APPLICATION FOR A STATE LOAN FOR THE SANITARY SEWER LIFT STATION NO. 3 IMPROVEMENTS PROJECT

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (codified in Chapter 159G of the North Carolina General Statutes) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction for a wastewater collection system; and

WHEREAS, the City of Asheboro (hereafter referred to interchangeably as the "City" and the "Applicant") needs and intends to construct wastewater collection system improvements described as the Sanitary Sewer Lift Station No. 3 Improvements Project (hereafter referred to as the "Project"); and

WHEREAS, the City intends to request state loan or grant assistance for the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro (hereafter referred to as the "Council") that the City, if approved for a State loan or grant award, will arrange financing for all remaining costs of the Project; and

BE IT FURTHER RESOLVED by the Council that the City will adopt and place into effect on or before completion of the Project a schedule of fees and charges, in addition to other available funds, that will provide adequate funding for the proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt; and

BE IT FURTHER RESOLVED by the Council that a provision will be included in the loan agreement authorizing the State Treasurer, upon failure of the City to make scheduled repayment(s) of the loan, to withhold from the City any State funds that would otherwise be distributed to the City in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan; and

BE IT FURTHER RESOLVED by the Council that the City will provide for the efficient operation and maintenance of the Project infrastructure upon completion of the construction thereof; and

BE IT FURTHER RESOLVED by the Council that John N. Ogburn, III, who is the city manager for the Applicant (the city manager will be hereafter referred to as the "Authorized Official"), and any successor so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan to aid in the construction of the Project described above; and

BE IT FURTHER RESOLVED by the Council that the Authorized Official, and any successor so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the Project, to make the assurances as contained above, and to execute such other documents as may be required in connection with the application; and

BE IT FURTHER RESOLVED by the Council that the City has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the Project and to Federal and State grants and loans pertaining thereto.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 9th day of April, 2020.

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

ATTEST:

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

(d) Consideration of Supplemental Design-Build Utility Agreement between the city and the North Carolina Department of Transportation for the Asheboro Southern Bypass.

Mr. Rhoney presented and recommended adoption/approval, by reference, of a Supplemental Design-Build Utility Agreement between the North Carolina Department of Transportation and the City of Asheboro for the Asheboro Southern Bypass. This agreement will allow payments to be split evenly into four (4) annual payments of $364,888.52 each for the construction and relocation of municipal water and sewer lines for R-2536, US 64 (Asheboro Southern Bypass) in Randolph County. The original 2016 Utility Construction Agreement provided that a lump sum amount of $1,459,554.08 would be paid by the city.

Upon motion by Council Member Moffitt and seconded by Council Member Bell, the Council voted unanimously to adopt/approve the above-referenced agreement. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes.

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

8. Presentation of amendments to the FBO agreement at the Asheboro Regional Airport.

City Manager John Ogburn reported that the Asheboro Airport Authority has recommended amending the Original FBO Agreement to reflect Cardinal Air's agreement to assume responsibility for providing the Airport with a fuel truck.

The FBO intends to fulfill this new responsibility by entering into a 5-year leasing arrangement with a third party vendor, and the consideration to be provided by the city to Cardinal Air in exchange for the FBO assuming this new fuel truck responsibility is additional financial support for airport fuel infrastructure. The amount of additional financial support to be provided by the city is $1,200.00 per month over the course of five (5) years.

In order to address the above-stated new responsibilities, Mr. Ogburn presented and recommended adoption/approval, by reference, of the amendments to the Asheboro Regional Airport Fixed Based Operator Lease Agreement. Upon motion by Council Member Moffitt and seconded by Council Member Burks, the Council voted unanimously to adopt/approve the following lease agreement. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes.

With the exception of the signature pages for the parties, the approved amendments provide as follows:

STATE OF NORTH CAROLINA

ASHEBORO REGIONAL AIRPORT FIXED BASE OPERATOR LEASE AGREEMENT AMENDMENTS

COUNTY OF RANDOLPH

THESE ASHEBORO REGIONAL AIRPORT FIXED BASE OPERATOR LEASE AGREEMENT AMENDMENTS (the "FBO Agreement Amendments") are made and entered into, as of the dates indicated on the signature pages, by and between the **CITY OF ASHEBORO (hereinafter the "City" or "Lessor")**, a North Carolina municipal corporation with its principal office located at 146 North Church Street, Asheboro, North Carolina 27203, and **CARDINAL AIR, LLC (hereinafter the "FBO," "Cardinal Air," or "Lessee")**, a North Carolina limited liability company with its principal office located at 80 Aviation Drive, Siler City, North Carolina 27344.

WITNESSETH:

WHEREAS, the City owns the **ASHEBORO REGIONAL AIRPORT (the "Airport")** located in Randolph County at 2222 Pilots View Road, Asheboro, North Carolina 27205; and

WHEREAS, pursuant to the **existing "Lease Agreement for Fixed Base Operator of the Asheboro Regional Airport" dated December 16, 2015 (the "Original FBO Agreement")**, Cardinal Air is the fixed base operator at the Airport (a copy of the Original FBO Agreement is attached hereto as ATTACHMENT A and is incorporated into these FBO Agreement Amendments by reference as if copied fully herein); and

WHEREAS, the Asheboro Airport Authority has recommended amending the Original FBO Agreement to reflect Cardinal Air's agreement to assume responsibility for providing the Airport with a fuel truck; and

WHEREAS, the FBO intends to fulfill this new responsibility by entering into a 5-year leasing arrangement with a third party vendor; and

WHEREAS, the consideration to be provided by the City to Cardinal Air in exchange for the FBO assuming this new fuel truck responsibility is additional financial support for airport fuel infrastructure; and

WHEREAS, the amount of additional financial support to be provided by the City for airport fuel infrastructure is one thousand two hundred and no hundredths dollars ($1,200.00) per month over the course of five (5) years; and

WHEREAS, the Asheboro City Council finds that (a) the City has no alternative uses for the facilities/infrastructure to be leased to Cardinal Air during the lease term specified in the FBO Agreement Amendments, and (b) the adoption of the Asheboro Airport Authority recommendation is in the best interest of the City.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

<u>SECTION 1:</u> AMENDMENT OF LEASE PERIOD

Article I (TERM) of the Original FBO Agreement is hereby amended by rewriting Article I to provide as follows:

~~*The intent of the Lessor and Lessee is for this Agreement to have an initial 3-year term that will commence at 12:01 a.m. on January 1, 2016, and will expire at midnight on December 31, 2018, unless earlier terminated under the provisions of this Agreement. Subject to the terms and conditions found herein, this Agreement will automatically renew for one additional 3-year renewal term upon the same terms and conditions unless either the Lessor*~~

~~*or Lessee notifies the other party in writing of the intent not to renew this Agreement at least 60 calendar days prior to the expiration of the initial lease term.*~~

~~*If such an automatic renewal term is allowed to commence, the renewal term for this Agreement will commence at 12:01 a.m. on January 1, 2019, and will expire at midnight on December 31, 2021. Alternatively, upon delivery of the above-referenced 60-day notice of non-renewal, this Agreement will conclusively terminate at midnight on December 31, 2018. Delivery of the notice of non-renewal shall be deemed to be proper and effective when such notice is given in accordance with the notice provisions found in this Agreement's Article XV, Paragraph C. If the Lessee fails to surrender the demised premises upon the early termination or expiration of the Agreement, there shall be no renewal of this Agreement or exercise of an option by operation of law.*~~

The initial 3-year term of this Agreement commenced at 12:01 a.m. on January 1, 2016, and, due to one renewal followed by a mutually agreed upon amendment extending the lease term, the Agreement will expire at midnight on April 30, 2025, unless earlier terminated in accordance with the contractual provisions found within the Original FBO Agreement and the subsequent FBO Agreement Amendments.

If the Lessee fails to surrender the demised premises upon the expiration or early termination of this amended Agreement, there shall be no renewal of the Agreement or exercise of an option by operation of law.

SECTION 2: AMENDMENT OF FUEL TRUCK RESPONSIBILITIES

Paragraph B.6 of Article IV (APPURTENANT PRIVILIEGES) in the Original FBO Agreement is hereby amended by rewriting the referenced paragraph to provide as follows:

Specific duties and responsibilities of the Lessor and the Lessee for the maintenance, operation, and expenditures concerning assets of the Asheboro Regional Airport are itemized as follows:

ASSET	*LESSEE*	*LESSOR*
Airfield	*Manages; Post NOTAMS*	*Pays Maintenance & Mowing*
Runway/Lighting	*Manages; Replaces Lamps*	*Pays Lamps, Maintenance, & Electricity; Removes Snow*
Windsock	*Manages; Replaces Lamps/ Sock*	*Pays Maintenance, Lamps, & Electricity*
NDB/AWOS Monitors	*Manages/Monitors*	*Pays Maintenance & NDB/AWOS Electricity*
Light Beacon	*Manages*	*Pays Maintenance & Electricity*
Apron-North	*Manages; Receives Full Rent; Provides Tie Down Ropes (Rental Rate to be Approved by Asheboro Airport Authority)*	*Pays Maintenance; Removes Snow*

ASSET	*LESSEE*	*LESSOR*
Fuel Facilities	*Rent Free Use; Monitors Fuel on Daily Basis; Provides Operational Maintenance (Filters, Quality Control, and Clean-Up); Pays 5% of Gross Receipts from Flowage Fee to Lessor when Sales Exceed Year 150,000 Gallons in a Calendar Year*	*Provides Facility Maintenance; Receives 5% of Gross Receipts from Flowage Fee When Sales Exceed 150,000 Gallons in a Calendar*
Terminal/Furn.	*Rent Free Use of Office, Training Room, & Manager's Office; Pays Operational Maintenance Costs*	*Pays Structural Maintenance Costs; Pays Electric Bill*
Parking Lot	*Manages; FBO Rental Car Use*	*Provides Maintenance; Removes Snow*
Water System	*Uses Free of Charge*	*Operates the Municipal Water Supply & Distribution System*
Sewer System	*Uses Free of Charge*	*Operates the Municipal Sanitary Sewer System*
T Hangars (16)	*Manages; Receives Full Rent; Provides Tie Down Ropes (Rental Rate to be Approved by Asheboro Airport Authority)*	*Pays Structural Maintenance*
Maint. Hangar - East	*Uses for Business Rent Free*	*Pays Structural Maintenance; Pays Heat & Electricity*
Maint. Hangar - West	*Uses for Business Rent Free*	*Pays Structural Maintenance; Pays Heat & Electricity*
Air Compressor	*Pays All Maintenance*	*No Obligation to Replace*
Roads	*Manages; Common Use*	*Pays Maintenance; Removes Snow*
Area Lighting	*Manages; Calls for Maintenance*	*Pays for Service*
Public Phone	*Manages; Calls for Maintenance*	*Pays for Service*
UNICOM	*Furnishes & Operates*	*Reserves Access by Others*

ASSET	*LESSEE*	*LESSOR*
Apron South	*Manages; Receives Full Rent; Provides Tie Down Ropes (Rental Rate to be Approved by Asheboro Airport Authority)*	*Reserves Right to Lease to Others; Pays Maintenance; Removes Snow*
Other Non-Commercial Hangars or Facilities Existing and Those Developed in the Future	*Manages, Subject to City Lease Agreement(s)*	*Subject to City Lease Agreement(s)*
~~*Fuel Truck*~~	~~*Provides Gas for Truck; Provides Operational Maint. of Fueling Equipment (Filters, Quality Control, & Clean Up)*~~	~~*Provides Truck; Provides Maint. Service for Truck & Repair of Equipment*~~
Fuel Truck	*Provides Truck, Gas for Truck, & Maintenance of Truck, including Fueling Equipment, in Coordination with FBO's Third Party Vendor(s) Beginning May 1, 2020*	*Provides Funding Directly to FBO for Airport Fuel Infrastructure in the Amount of $1,200.00 per Month Beginning May 1, 2020*
Trash Containers	*Free Use of Containers; Monitors & Limits Unauthorized Use*	*Provides Containers; Empties Containers & Pays for Trash Disposal*

SECTION 3. AMENDMENT OF PAYMENT PROVISIONS

Paragraphs A and C of Article VI (PAYMENTS) in the Original FBO Agreement are hereby amended by rewriting the referenced paragraphs to provide as follows:

~~*A. Fees. In consideration of the rights and privileges granted by this Agreement, Lessee agrees to pay to Lessor during the term of this Agreement the following:*~~

~~*After the threshold amount of 150,000 gallons of aviation fuel is sold by Lessee in a calendar year, the Lessee shall pay an amount equal to five percent (5%) of gross fuel sales dollars as a fuel flowage fee on all aviation fuel dispensed by Lessee on the premises. Payments shall be made on or before the 10th day of each month for fuel dispensed during the prior month.*~~

A. Fees. In consideration of the rights and privileges granted by this Agreement, the parties agree to pay to each other during the term of this Agreement the following:

1. After the threshold amount of 150,000 gallons of aviation fuel is sold by Lessee in a calendar year, the Lessee shall pay an amount equal to five percent (5%) of gross fuel sales dollars as a fuel flowage fee on all aviation fuel dispensed by Lessee on the premises. Payments shall be made on or before the 10th day of each month for fuel dispensed during the prior month.

2. *Effective May 1, 2020, and continuing through the remainder of the term of this Agreement, the Lessor shall pay to the Lessee an airport fuel infrastructure payment of one thousand two hundred and no hundredths dollars ($1,200.00) per month. This monthly airport fuel infrastructure payment shall be made on or before the 10th day of each calendar month.*

~~*C. Place of Payment. All payments due Lessor from Lessee shall be delivered to the City of Asheboro Finance Department, 146 N. Church Street, P.O. Box 1106, Asheboro, NC 27204-1106.*~~

C. Place of Payment. Payments required under the terms and conditions of this Agreement shall be delivered as follows:

1. All payments due to the Lessor from the Lessee shall be delivered to the City of Asheboro Finance Department, 146 N. Church Street, P.O. Box 1106, Asheboro, NC 27204-1106.

2. All payments due to the Lessee from the Lessor shall be delivered to Cardinal Air, LLC, 2222 Pilots View Road, Asheboro, North Carolina 27205.

SECTION 4. NO IMPACT ON OTHER TERMS AND CONDITIONS

Except as specifically modified or amended by provisions found within these FBO Agreement Amendments, the Original FBO Agreement shall remain unchanged and in full force and effect in accordance with its terms.

[The "ATTACHMENT A" referenced in the preceding passages from the approved amendments is on file in the city clerk's office.]

9. Presentation of the proposed City of Asheboro Cross-Connection Control and Backflow Prevention Ordinance.

City Attorney Jeffrey Sugg and Public Works Director David Hutchins presented and recommended adoption, by reference, of a cross-connection control and backflow prevention ordinance.

Upon motion by Council Member Bell and seconded by Council Member Moffitt, the Council voted unanimously to adopt the following ordinance by reference. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes.

ORDINANCE NUMBER 11 ORD 4-20

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION ORDINANCE

WHEREAS, in accordance with Chapter 160A, Article 16 of the North Carolina General Statutes, the city owns and operates as a public enterprise a water supply and distribution system; and

WHEREAS, Section 160A-312(b) of the North Carolina General Statutes provides as follows:

> A city shall have full authority to protect and regulate any public enterprise system belonging to or operated by it by adequate and reasonable rules. The rules shall be adopted by ordinance, shall apply to the public enterprise system both within and outside the corporate limits of the city, and may be enforced with the remedies available under any provision of law; and

WHEREAS, the Asheboro City Council has concluded that rules must be adopted by ordinance to adequately and reasonably protect against contaminants and pollution that might backflow into the public water system; and

WHEREAS, rules pertaining to the city's water and sewer enterprise are found in Chapter 50 of the Code of Asheboro.

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

Section 1. The following City of Asheboro Cross-Connection Control and Backflow Prevention Ordinance is hereby enacted as Section 50.046 of the Code of Asheboro:

§ 50.046 CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION

(A) This section applies to all persons and entities that use, or connect in any way, to the public potable water distribution system of the City of Asheboro (the "Public Water System"). The purposes of this section are as follows:

(1) To protect the Public Water System by containing within the consumer's water system such contaminants, waterborne health hazards, and other significant pollutants that could backflow or back siphon through uncontrolled cross-connections into the Public Water System; and

(2) To establish a continuing inspection program designed to systematically and effectively control all actual or potential cross-connections.

(B) For the purposes of the cross-connection control and backflow prevention ordinance, the following designations of responsibility are made.

(1) *Responsibilities of the City of Asheboro Public Works Division and Water Resources Division.* Except as otherwise provided herein, the city is the water purveyor and is responsible for ensuring a safe water supply begins at the source and includes all of the public water distribution system, including the service connection, and ends at the point of delivery to the consumer's water system(s). The city will determine the degree of hazard or potential hazard to the Public Water System, the degree of protection required, and will enforce proper containment protection through an ongoing inspection program. The city will identify premises/facilities where the installation of approved backflow prevention assemblies is required. When a determination is made that a backflow prevention assembly is required for the protection of the Public Water System, the city will require the consumer, at the consumer's expense, to install an approved backflow prevention assembly at the service connection, to test that backflow prevention assembly immediately upon installation and thereafter at a frequency determined by the city, and to properly repair and maintain the assembly or assemblies. The required testing date will be determined by the city and may be adjusted as necessary.

(2) *Responsibilities of City of Asheboro Building Inspectors.* Where the review of building plans and/or inspections of work on a job site detect actual or potential cross-connections within the plumbing system, a building inspector has the responsibility for requiring either the elimination of such cross-connections or the proper installation of approved backflow prevention equipment.

(3) *Responsibilities of the City of Asheboro Public Works Director and the Cross-Connection Control Coordinator.* The public works director and the cross-connection control coordinator, and their designees, are responsible for administering the City of Asheboro Cross-Connection Control and Backflow Prevention Ordinance found in this section.

(4) *Consumer Responsibilities.* The consumer has the primary responsibility of preventing pollutants and contaminants from entering the consumer's water system. The consumer's responsibility starts at the point of delivery from the Public Water System and includes all of the consumer's water system. The consumer, at the consumer's expense, is responsible for properly installing, operating, testing, and maintaining approved backflow prevention assemblies. The consumer shall have a certified backflow prevention assembly tester submit test reports to the city in the manner required by this section and the administrative guidelines adopted by the city's public works division.

Following any repair, overhaul, re-piping, or relocation of an assembly, the consumer shall have the backflow prevention assembly tested in compliance with applicable provisions of this section to ensure that the apparatus is in good operating condition and will prevent backflow.

(5) *Responsibilities of a Certified Backflow Prevention Assembly Tester.* The certified backflow prevention assembly tester will have the following responsibilities:

(a) Each person wishing to test backflow prevention assemblies shall certify to the city that he/she has met the minimum qualification standards established by this section for certification as a backflow prevention assembly tester. This certification shall be in the form and manner prescribed in the administrative guidelines adopted by the city's public works division. If at any time a backflow prevention assembly tester's certification is revoked, suspended, or flagged as inactive, such an individual shall not submit test reports to the city for approval;

(b) The backflow prevention assembly tester is responsible for making competent inspections and making reports of such activities to the consumer and the city. The backflow prevention assembly tester shall be equipped with and be competent to use all the necessary tools, gauges, and other equipment necessary to properly test backflow prevention assemblies. The backflow prevention assembly tester is responsible for the competency and accuracy of all tests and reports, which shall be retained by the tester for a minimum of three years from the date of testing. Copies of all test and repair reports shall be provided by the backflow prevention assembly tester in accordance with the provisions of this section to the consumer and the city within ten business days of any completed test;

(c) In order for a backflow prevention assembly test report to be eligible for submission to the city, the report must document that the tested backflow prevention assembly is currently in a passing status. When a backflow prevention assembly fails a test, the device shall be repaired and achieve passing status before the report is submitted to the city;

(d) Backflow prevention assembly testers shall comply with all applicable federal, state, and local laws and regulations while performing testing activities in the city; and

(e) Only the property owner or a certified licensed plumber is permitted to repair or replace a backflow prevention assembly.

(C) Unless the context specifically indicates otherwise, the following terms and phrases, as used in this section, will have the meanings hereafter designated.

(1) *Air gap* means a physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. An "approved air gap" shall be at least double the diameter of the supply pipe measured vertically above the overflow rim of the vessel and in no case less than one inch (2.54 cm).

(2) *Approved check valve* means a check valve that is drip-tight in the normal direction of flow when the inlet pressure is at least one psi (pounds per square inch) and the outlet pressure is zero. The check valve shall permit no leakage in a direction reversed to the normal flow. The closure element (e.g., clapper, poppet, or other design) shall be internally loaded to promote rapid and positive closure. An approved check valve is only one component of an approved backflow prevention assembly (i.e., pressure vacuum breaker, double-check valve assembly, double-check detector assembly, reduced pressure principle assembly, or reduced pressure detector assembly).

(3) *Atmospheric type vacuum breaker* or *non-pressure type vacuum breaker* means a device containing a float-check, a check seat, and an air inlet port. The flow of water into the body causes the float to close the air inlet port. When the flow of water stops, the float falls and forms a check valve against back siphonage and at the same time opens the air inlet port to allow air to enter and satisfy the vacuum. A shutoff valve immediately upstream may be an integral part of the device. An atmospheric vacuum breaker is designed to protect against a non-health hazard (isolation protection only) under a back siphonage condition only.

(4) *Auxiliary intake* means any piping connection or other device whereby water may be obtained from a source other than the Public Water System.

(5) *Auxiliary water supply* means any water supply on or available to the premises/facility other than the Public Water System. These waters may be contaminated or polluted, or they may be objectionable and constitute an unacceptable water source over which the city does not have sanitary control.

(6) *Back pressure* means any elevation of pressure in the downstream piping system (by pump, elevation of piping, or steam and/or air pressure) above the supply pressure at the point of consideration, which would cause, or tend to cause, a reversal of the normal direction of flow.

(7) *Back siphonage* means a form of backflow due to a reduction in system pressure, which causes a sub-atmospheric pressure to exist at a site in the water system.

(8) *Backflow* means the undesirable reversal of flow of water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of the potable supply of water from any source or sources. See terms "back pressure" and "back siphonage."

(9) *Backflow prevention assembly* means a mechanical valve/assembly used to prevent backflow into a consumer or public potable water system that meets or exceeds standards set forth by both the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research ("USCFCCHR") and the American Society of Sanitary Engineering ("ASSE") and appears on *both* of the entities' approval lists. A backflow prevention assembly used on fire suppression systems must have the additional approval of the Factory Mutual Research Corporation ("FM") and comply with the National Fire Protection Association ("NFPA") code. The type of assembly used should be based on the existing or potential degree of hazard. The types of backflow prevention assemblies are enumerated on the following list:

(a) Double-check valve assembly ("DCVA");
(b) Double-check detector assembly (fire system) ("DCDA");
(c) Pressure vacuum breaker ("PVB");
(d) Reduced pressure principle assembly ("RP");
(e) Reduced pressure principle detector assembly ("RPDA"); and
(f) Residential dual check ("RDC").

(10) *Below grade* means underneath the surface of the earth or beneath material placed on the surface of the earth.

(11) *Building story* means a building floor, section, or division equal to ten feet in height.

(12) *Certified backflow prevention assembly tester or testers* means a person who has proven their competency to the satisfaction of the city. Only a state licensed plumber or the owner of the property where the backflow prevention assembly is installed may repair or replace backflow prevention assemblies. Only a fire sprinkler contractor can install, replace, or repair backflow

preventers that are part of a fire sprinkler system. Each person who is certified to make competent tests and make reports on backflow prevention assemblies shall:

(a) Be knowledgeable of all federal, state, and local laws and regulations applicable to backflow prevention assemblies in Asheboro; and
(b) Hold a certificate of completion from a city recognized and approved North Carolina cross-connection school for the testing of backflow prevention assemblies.

(13) *Certified licensed plumber* means a person that holds a plumbing class I license or plumbing class II license issued by the North Carolina State Board of Examiners of Plumbing, Heating, and Fire Sprinkler Contractors or is licensed as a public utilities contractor by the North Carolina Licensing Board for General Contractors.

(14) *Consumer* means any person, partnership, company, corporation, association, organization, body politic or corporate, and any other group acting as a unit using or receiving water from the Public Water System.

(15) *Consumer's water system* means that portion of any water system lying between the point of delivery from the Public Water System and the point of use. This system includes all pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances located beyond the point of delivery from the Public Water System. Such a system may be either a potable water system or an industrial piping system.

(16) *Containment* means preventing the impairment of the Public Water System by installing an approved backflow prevention assembly at the service connection.

(17) *Containment assembly* means a backflow prevention assembly installed at the point of separation between the Public Water System and a private service or private distribution system or at a point of metering.

(18) *Contamination* means an impairment of the quality of the water that creates a potential or actual hazard to the public health through the introduction of hazardous or toxic substances or waterborne health hazards in the form of physical or chemical contaminants or biological organisms and pathogens.

(19) *Cross-connection* means any unprotected actual or potential connection or structural arrangement between the Public Water System and a consumer's water system or any other source or system through which it is possible to introduce any contamination or pollution other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, and other temporary or permanent devices through which or because of which "backflow" can or may occur are considered to be cross-connections.

(20) *Cross-connection control coordinator* means the employee designated by the city's public works director to administer this section.

(21) *Degree of hazard* is derived from the evaluation of conditions within a system and can be classified as either a "pollution" (non-health) or a "contamination" (health) hazard.

(22) *Double-check valve assembly* means an assembly composed of two independently acting, approved check valves, including tightly closing shut-off valves attached at each end of the assembly and fitted with properly located test cocks. This assembly shall only be used to protect against a pollution (i.e., non-health) hazard. Such a device must be on the USCFCCHR and the ASSE approval lists.

(23) *Double-check detector assembly* means a specially designed assembly composed of a line-size approved double-check valve assembly with a specific bypass water meter and a meter-sized approved double-check valve assembly. The meter shall register in cubic feet or U.S. gallons accurately for only very low rates of flow and shall show a registration for all rates of flow. This assembly shall only be used to protect against a pollution (i.e., non-health) hazard. Such a device must be on the USCFCCHR and the ASSE approval lists.

(24) *Dual check valve* means a type of backflow device manufactured pursuant to ASSE Standard 1024.

(25) *Enclosure* means a physical above-ground or below-ground apparatus that provides protection to backflow assemblies. An above-ground apparatus shall meet ASSE 1060 specifications. A below-ground apparatus shall meet current North Carolina Plumbing Code specifications.

(26) *Finish grade* means any surface that has been cut or built to the elevation requested, indicated, or approved for that point. The surface elevation of a lawn, driveway, flower bed, patio, or other improved surface after completion of grading operations is considered finish grade.

(27) *Fire line* means a system of pipes and equipment used to supply water in an emergency for extinguishing fire.

(28) *Health hazard* means an actual or potential threat of contamination of a physical, chemical, biological, pathogenic, or toxic nature to the Public Water System or consumer's water system to such a degree or intensity that there would be a danger to health. Examples of waterborne health hazards include but are not limited to:

(a) Physical – Radioisotopes/radio-nuclides;
(b) Chemical – Lead, mercury, and other heavy metals, organic compounds, and other toxins and hazardous substances; and
(c) Biological – Pathogenic micro-organisms like cryptosporidium, typhoid, cholera, and E. coli.

(29) *Health agency* means the North Carolina Department of Environmental Quality ("NCDEQ") and/or the Randolph County Health Department.

(30) *Imminent hazard* means a condition that presents a substantial and immediate risk to the public health.

(31) *Industrial fluids* means any fluid or solution that may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration such as would constitute a health or non-health hazard if introduced into the Public Water System or a consumer's water system. Such fluids may include, but are not limited to, process waters, chemicals in fluid form, acids and alkalis, oils, gases, etc.

(32) *Industrial piping system* means a system used by the consumer for transmission, conveyance, or storage of any fluid, solid, or gaseous substance other than an approved water supply. Such a system would include all pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, or store substances that are or may be polluted or contaminated.

(33) *Interconnection* means any system of piping or other arrangement whereby the Public Water System is connected directly to a sewer, drain, conduit, pool, heat exchanger, storage reservoir, or other device that contains or could contain sewage or other waste or substance which would be capable of imparting contamination to the Public Water System.

(34) *Irrigation season* means the time of year that irrigation is used in the City of Asheboro. For the purposes of this section, the irrigation season is March 1 through September 30 of each year.

(35) *Irrigation system* means any system supplying dry land with water by means of ditches, streams, piping, and appurtenances.

(36) *Isolation* means the act of confining a localized hazard within a consumer's water system by installing approved backflow prevention assemblies. Disclaimer: The City of Asheboro may make suggestions as to the usage of isolation devices/assemblies, but the city does not assume or have responsibility whatsoever for such installations.

(37) *Isolation assembly* means a backflow prevention assembly required by the North Carolina Plumbing Code that is installed within a private plumbing or distribution system to isolate a localized hazard from the remainder of the private system.

(38) *Lead free* means a material content in the backflow preventers of less than or equal to 0.25%.

(39) *Non-health hazard* means an actual or potential threat to the quality of the Public Water System or the consumer's water system. If introduced into the Public Water System, a non-health hazard could be a nuisance to water customers but would not adversely affect human health.

(40) *Owner* means any natural or legal person that has legal title to, or permission or obligation to operate or inhabit, a property upon which a cross-connection inspection is to be made or upon which a cross-connection is present.

(41) *Permanent irrigation system* means any system supplying dry land with water by means of piping and appurtenances below ground or finish grade that is not readily accessible.

(42) *Point of delivery* means, generally, at the backside of the meter, adjacent to the public street where the city's water distribution mains are located. The consumer shall be responsible for all water piping and control devices located on the consumer's side of the point of delivery.

(43) *Pollution* means an impairment of the quality of the water to a degree that does not create an actual hazard to the public health but which does adversely and unreasonably affect the aesthetic qualities of such waters for domestic use.

(44) *Pollution hazard* means an actual or potential threat to the quality of the Public Water System or the consumer's water system but which would not constitute a health or a system hazard. The maximum degree or intensity of pollution to which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause minor damage to the system or its appurtenances.

(45) *Potable water* means, for the purposes of this section, water from any source that has been approved for human consumption by the NCDEQ.

(46) *Pressure type vacuum breaker* means an assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly is to be equipped with properly located test cocks and tightly closing shutoff valves attached at each end of the assembly. This assembly is designed to protect against a health hazard (i.e., contaminant) under a back siphonage condition only.

(47) *Public potable water system* means any publicly or privately owned water system operated as a public utility under a current NCDEQ permit to supply water for public consumption or use. This system will include all sources, facilities, and appurtenances between the source and the point of delivery such as valves, pumps, pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, treat, or store potable water for public consumption or use.

(48) *Readily accessible* means access is available without the need to remove obstructions or items.

(49) *Reduced pressure principle backflow prevention assembly* means an assembly containing within its structure a minimum of two independently acting, approved check valves together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves and at the same time below the first check valve. The first check valve reduces the supply pressure to a predetermined amount so that, during normal flow and at cessation of normal flow, the pressure between the checks shall be less than the supply pressure. In case of leakage of either check valve, the pressure differential relief valve, by discharge to atmosphere, shall operate to maintain the pressure between the checks less than the supply pressure.

The unit shall include tightly closing shutoff valves located at each end of the assembly and each assembly shall be fitted with properly located test cocks. The assembly is designed to protect against a health hazard (i.e., contaminant). Such a device must be on the USCFCCHR and the ASSE approval lists.

(50) *Reduced pressure principle detector assembly* means a specially designed assembly composed of a line-size approved reduced pressure principle backflow prevention assembly with a specific bypass water meter and a meter-sized approved reduced pressure principle backflow prevention assembly. The meter shall register in cubic feet or U.S. gallons accurately for only very low rates of flow and shall show a registration for all rates of flow. This assembly shall be used to protect against a health hazard (i.e., contaminant). Such a device must be on the USCFCCHR and the ASSE approval lists.

(51) *Service connection* means the terminal end of a service connection from the Public Water System (i.e., where the city loses control over the water at its point of delivery to the consumer's water system).

(52) *Unapproved water supply* means a water supply that has not been approved for human consumption by the NCDEQ.

(53) *Used water* means any water supplied by a water purveyor from a public water system to a consumer's water system after it has passed through the point of delivery and is no longer under the control of the water purveyor.

(D) Rights of entry and access to information.

(1) Upon presentation of proper credentials and identification, authorized representatives from the city shall have the right to enter any building, structure, or premises during normal business hours, or at any time during the event of an emergency, to perform any duty imposed by this section. Those duties may include sampling and testing of water or inspections and observations of all piping systems connected to the Public Water System. Where a consumer has security measures in force that would require proper identification and clearance before entry into the consumer's premises, the consumer shall make necessary arrangements with the security personnel so that, upon presentation of suitable identification, city personnel will be permitted to enter without delay for the purpose of performing their specific responsibilities under this section. Refusal to allow entry for these purposes may result in discontinuance of water service until the requested right-of-entry has been granted.

(2) On request, the consumer shall furnish to the city any pertinent information regarding the consumer's water system on such property where cross-connections and backflow are deemed possible.

(E) Elimination of cross-connections and the degree of hazard.

(1) When cross-connections are found to exist, the city will provide written notice to an owner, an owner's agent, an occupant, or a tenant, as applicable, of the requirement to comply with the cross-connection and backflow prevention ordinance within the time limit established by the city. The degree of protection required and maximum time allowed for compliance will be based upon the potential degree of hazard to the Public Water System. In cases where the city identifies an existing health hazard attributable to a cross-connection, water service to the structure or premises where such a cross-connection is found may be terminated without any delay unless an air gap is immediately provided or the cross-connection is immediately eliminated. Otherwise, subject only to the specific backflow prevention assemblies listed in subsection (H) for certain facilities, the maximum time limits are as follows:

(a) Cross-connections with private wells or other auxiliary water supplies require immediate disconnection;
(b) All facilities that pose a potential health hazard to the Public Water System must have a reduced pressure principle backflow prevention assembly within 30 days of notification by the city; and
(c) All industrial and commercial facilities not identified as a health hazard shall be considered non-health hazard facilities. All non-health hazard facilities must install a double-check valve assembly within 60 days of notification by the city.

(2) Water mains served by the city, but not maintained by the city, shall be considered cross-connections and the degree of hazard will be determined by the city. The required degree of protection shall be based upon the city's determination of the degree of hazard.

(3) In cases where a facility has been secured by the consumer and the ability of city personnel to inspect the facility has been restricted (e.g., classified research and development facilities or federal government property) to the point that access to every portion of the consumer's water system is too limited to allow a complete evaluation of the degree of hazard associated with the private water system, an approved reduced pressure principle backflow prevention assembly shall be required as a minimum level of protection.

(4) No person shall fill special use tanks or tankers containing pesticides, pathogenic micro-organisms, fertilizers, other toxic chemicals, or their residues from the Public Water System except at a city-approved location equipped with an air gap or an approved reduced pressure principle backflow prevention assembly properly installed on the Public Water System.

(F) Installation of assemblies.

(1) All backflow prevention assemblies shall be installed in accordance with the specifications furnished by the city and/or in the latest edition of the North Carolina Plumbing Code.

(2) All new construction plans and specifications, when required by the North Carolina Plumbing Code and/or the NCDEQ, shall be made available to the city for review and approval, including a determination by the city of the degree of hazard.

(3) Ownership, testing, and maintenance of the assembly shall be the responsibility of the consumer.

(4) All double-check valve assemblies shall be installed in a location in which no portion of the assembly can become submerged in any substance under any circumstance. Pit and/or below-grade installations are prohibited.

(5) Reduced pressure principle backflow prevention assemblies shall be installed according to their listing and in a location in which no portion of the assembly can become submerged in any substance under any circumstance. Pit and/or below-grade installations are prohibited.

(6) Any backflow assembly not approved by the city shall be replaced with an assembly that is approved by the city.

(7) No backflow prevention assembly shall be installed in a traffic area or city right-of-way unless pre-approval is obtained in writing from the city's public works director or the cross-connection control coordinator.

(8) The consumer is responsible for ensuring that a backflow prevention assembly is working properly upon installation and shall also ensure that the following information is provided to the city within 10 business days after a reduced pressure principle assembly (RP), double-check valve assembly (DCVA), pressure vacuum breaker (PVB), double-check-detector assembly (DCDA), or reduced pressure principle detector assembly (RPDA) is installed at a facility:

(a) Facility name;
(b) Complete physical address of the facility where the assembly is located;
(c) Telephone number and email address, if available, for the facility where the assembly is located;
(d) Name of the owner of the real property where the assembly is located;
(e) Property owner's complete address, if different from the facility address;
(f) Property owner's telephone number and email address, if available;
(g) Description of the assembly's location at the facility (e.g., hotbox, mechanical room, inside structure, vault, etc.);
(h) Date of new installation of assembly;
(i) Identity of the installer who installed the assembly, specifically including the installer's name, the plumbing company represented, the plumber's license number, and the installer's complete address, telephone number, and email, if available;
(j) The type of assembly (i.e., RP, DCVA, PVB, DCDA, and RPDA);
(k) The name of the manufacturer of the assembly along with the model number, serial number, and size of the assembly;
(l) The orientation of the assembly;
(m) The type of test performed (e.g., domestic, irrigation, commercial, pool);
(n) Passing test results/report;
(o) Date of the test;
(p) Tester signature and date of submittal;
(q) Line pressure;
(r) Any repairs or replacement of the assembly; and
(s) A passing designation for the assembly status.

(9) When it is not possible to interrupt water service, provisions shall be made for a parallel installation of backflow prevention assemblies. The city will not accept an unprotected bypass around a backflow assembly.

(10) Upon notification by the city, the consumer shall install the appropriate containment assembly within a time frame that complies with the following requirements:

(a) An imminent hazard must be corrected immediately;
(b) A health hazard must be corrected within 30 days; and
(c) A non-health hazard must be corrected within 60 days.

(11) Following installation, all RP, DCVA, PVB, DCDA, and RPDA are required to be tested by a certified backflow prevention assembly tester within 10 business days.

(12) Backflow prevention assembly installations with exposure to cold weather shall comply with ASSE 1060 specifications. Backflow prevention assemblies installed for lawn irrigation shall be designed for removal during cold weather exposure or installed in compliance with ASSE 1060 specifications.

(13) All backflow preventers installed in order to comply with this section shall be lead free.

(G) Testing and repair of assemblies.

(1) With the exception of RDC assemblies maintained by the city at its expense, every backflow prevention assembly shall be tested by a certified backflow prevention assembly tester upon installation and annually thereafter unless a different frequency is established by the city. The consumer is responsible for all expenses and fees charged by the certified backflow prevention assembly tester for testing and documenting the results of the required backflow prevention assembly test.

(2) The certified backflow prevention assembly tester conducting a test required by this section must submit the test reports/records for such backflow prevention assembly testing to the city within 10 business days of the date upon which the required testing was completed.

(3) Regardless of whether the need for repairs is discovered because of required testing or because of a routine inspection by the consumer or the city, if a determination is made that repairs to a backflow prevention assembly are required, such repairs must be completed without unnecessary delay and within a definite time frame that will be set in accordance with the degree of hazard. The time period allowed for such repairs shall not exceed 7 days for a health hazard facility and shall not exceed 21 days for a non-health hazard facility.

(4) Unless a different frequency is specifically established by the city for an identified facility, all backflow prevention assemblies with test cocks are required to be tested annually.

(5) All certified backflow prevention assembly testers must obtain and employ backflow prevention assembly test equipment that is, on an annual basis, checked for accuracy, calibrated as necessary, and certified to the city on an annual basis as to such accuracy/calibration. The calibration method used by the tester must meet the minimum standards established in the administrative guidelines adopted by the city's public works division.

(6) It shall be unlawful for any consumer or certified backflow prevention assembly tester to submit any record to the city that is false or incomplete in any material respect.

(7) It shall be unlawful for any consumer or certified backflow prevention assembly tester to fail to submit to the city any record that is required by this section.

(8) Any consumer that has not submitted the required backflow prevention assembly test report(s) to the city via a certified backflow prevention assembly tester before the due date is non-compliant and subject to the enforcement actions specified in this section.

(9) Upon providing the notice specified in this subsection, any due date identified in the cross-connection control program administrative guidelines established

by the city's public works division may be changed in order to make the program more effective and/or efficient. Notice of a change in a due date shall be provided to the consumer no less than two months before the due date currently identified in the cross-connection control program guidelines. This notice may be provided by either phone, email, or letter. A change in the due date shall not increase the number of required tests in a 12-month period unless otherwise required by this section.

(10) The annual due date for testing involving irrigation systems shall fall within the irrigation season.

(H) Approved backflow prevention assemblies shall be installed on the service line to any premises/facility identified by the city as having a potential for backflow. All assemblies and installations shall be subject to inspections and approval by the city.

The city has identified the following specific types of facilities as having a potential for backflow of non-potable water into the Public Water System. Therefore, as indicated below, specific backflow prevention assemblies are required for the facilities that have been evaluated as to the degree of hazard associated with the respective premises listed in this subsection. Other types of facilities that are not listed below may also be required to install approved backflow prevention assemblies if determined necessary by the city. As a minimum requirement, all commercial and mixed use facilities will be required to install a double-check valve assembly, unless otherwise listed below.

For purposes of this subsection, the following abbreviations are used: Double-Check Detector Assembly (DCDA), Double-Check Valve Assembly (DCVA), Fire Department Connection (FDC), Reduced Pressure Principle Detector Assembly (RPDA), Reduced Pressure Principle Assembly (RP), and Residential Dual Check (RDC).

(1) Automotive Services Stations, Dealerships, Etc. – RP

(2) Auxiliary Water Supply:

(a) Approved Public/Private Water Supply – RP
(b) Unapproved Public/Private Water Supply – RP
(c) Used Water and Industrial Fluids – RP

(3) Bakeries:

(a) Non-Health Hazard – DCVA
(b) Health Hazard – RP

(4) Beauty Shops/Barber Shops:

(a) Non-Health Hazard – DCVA
(b) Health Hazard – RP

(5) Beverage Bottling Plants – RP

(6) Breweries, Wineries, and Distilleries – RP

(7) Canneries, Packing Houses, and Rendering Plants – RP

(8) Commercial Car Wash Facilities – RP

(9) Commercial Greenhouses – RP

(10) Commercial Sales Establishments (e.g., Department Stores, Malls, etc.):

(a) Non-Health Hazard – DCVA
(b) Health Hazard – RP

(11) Concrete/Asphalt Plants – RP

(12) Dairies and Cold Storage Plants – RP

(13) Dye Works – RP

(14) Film Laboratories – RP

(15) Fire Systems Two Inches and Smaller in Size:

(a) Non-Health Hazard – DCVA
(b) Health Hazard (Booster Pumps, Foam, Antifreeze Solution, FDC, etc.) – RPDA

(16) Fire Systems Larger Than Two Inches in Size:

(a) Non-Health Hazard – DCDA
(b) Health Hazard (Booster Pumps, Foam, Antifreeze Solution, FDC, etc.) – RPDA

(17) Fire Trucks – RP

(18) Hospitals, Medical Buildings, Sanitariums, Morgues, Mortuaries, Autopsy Facilities, Nursing and Convalescent Homes, Medical Clinics, and Veterinary Hospitals – RP

(19) Laundries and Dry Cleaners – RP

(20) Lawn Irrigation Systems – RP

(21) Metal Manufacturing, Cleaning, Processing, and Fabricating Plants – RP

(22) Mixed Use Business and Residential Occupancy:

(a) Non-Health Hazard – DCVA
(b) Health Hazard – RP

(23) Mobile Home Parks – RP

(24) Motels and Hotels – RP

(25) Oil and Gas Production, Storage, Transmission, Distribution, and Sales (Bulk Wholesale or Retail) Facilities/Properties – RP

(26) Pest Control (Exterminating and Fumigating) – RP

(27) Power Plants – RP

(28) Restaurants – RP

(29) Residential (Single-Family Homes and Individually Metered Duplexes, Triplexes, Multiplexes, Apartments, Townhouses, Condominiums, etc.) – RDC or RP

(30) Restricted, Classified, or Other Closed Facilities – RP

(31) Sand and Gravel Plants – RP
(32) Schools and Colleges – RP

(33) Sewage and Storm Drain Facilities – RP

(34) Structures Not Otherwise Listed in this Subsection with Unprotected Cross-Connections – RP

(35) Swimming Pools – RP

(36) Yard Hydrant – RP

(I) Unless written notice to the contrary is provided by the public works director or the cross-connection control coordinator on the basis of the city's most recent evaluation of the potential degree of hazard posed to the Public Water System at a facility, all existing backflow prevention assemblies installed with the approval of the city prior to the initial effective date of the City of Asheboro Cross-Connection Control and Backflow Prevention Ordinance shall be allowed to remain in service so long as such assemblies are maintained, tested, and repaired in compliance with this section and all other applicable statutes, ordinances, rules, regulations, and guidelines. However, if such an existing assembly must be replaced, or if there is an event of proven water theft through an unmetered source, the consumer shall be required to install an approved backflow prevention assembly that is compliant with the current standards found in all applicable statutes, ordinances, rules, regulations, and guidelines.

(J) Connections with unapproved sources of supply.

(1) No person shall connect or cause to be connected to the Public Water System any supply of water not approved by the NCDEQ. Any connections allowed by the city must be in conformance with the backflow prevention requirements of this section.

(2) In the event of contamination or pollution of the Public Water System or of the consumer's water system, the consumer shall notify the city immediately in order that appropriate measures may be taken to overcome and eliminate the contamination or pollution.

(K) Enforcement.

(1) The consumer or person in charge of any premises/facility found to be in violation of the provisions of this section shall be notified in writing with regard to the corrective action(s) to be taken. Notices of violation and/or citations may be issued by the city's public works director or his designee.

(2) Such notice shall be served by personal delivery, registered mail, or certified mail to the consumer or person in charge and shall explain the violation(s) and give the time period within which the violation(s) must be corrected. The time period set to correct a violation shall not exceed 30 days after receiving notice unless otherwise specified by subsection (E) above.

(3) In the event a consumer is found in violation of this section and fails to correct the violation in a timely manner, including the payment of any civil penalty or fees assessed under this section, water service may be terminated without additional notice. Water service shall be reestablished when the violation is corrected and any applicable civil penalties and other required fees are paid in full with good funds.

(4) Civil penalties imposed under this section may be recovered by the city in a civil action in the nature of a debt if the offender does not pay the penalty within the prescribed period of time after service of the citation informing the offender of the incident(s) of noncompliance, the remedial action required to abate the violation(s), and the amount of the assessed civil penalty.

(5) When determining the amount of a civil penalty to be assessed for violating the City of Asheboro Cross-Connection Control and Backflow Prevention Ordinance, the public works director shall act in accordance with the following guidelines:

(a) Unprotected cross-connections involving a private water system that create a health hazard are subject to a civil penalty of up to $1,000.00 per day, not to exceed $10,000.00.

(b) Unprotected cross-connections involving a private water system that create a non-health hazard are subject to a civil penalty of up to $500.00 per day, not to exceed $5,000.00.

(c) The failure of a consumer or a certified backflow prevention assembly tester to properly submit any record required by this section may result in a civil penalty of up to $500.00 per violation.

(d) The submission of falsified reports/records may result in a civil penalty of up to $500.00 per violation.

(e) In the event a certified backflow prevention assembly tester fails to submit any record within the timeframe required by this section or fails to exercise the same degree of care, skill, and judgment in the performance of services to the citizens of the city as is ordinarily provided by a similar professional under the same or similar circumstances, then the public works director is authorized to remove the tester from the list of available certified testers for a period of up to 12 calendar months.

(f) If a certified backflow prevention assembly tester submits falsified records to the city, the public works director is authorized to remove the tester from the list of available certified testers for an indefinite period of time.

(g) The failure to test or maintain backflow prevention assemblies in compliance with this section may result in a civil penalty of up to $200.00 per day.

(6) Any assessed civil penalty must be paid in full within 30 days of receipt by the consumer or person in charge of the premises/facility identified in the citation listing the violation(s) and assessing the corresponding civil penalties.

(7) Each individual violation of the City of Asheboro Cross-Connection Control and Backflow Prevention Ordinance shall be a separate and distinct offense.

(8) Requests by the offender for an extension of time in which to abate the violation(s) and/or pay the assessed civil penalty must be submitted in writing to the public works director within the time frame stated in the notice of violation for the abatement of the violation and/or the payment of the assessed civil penalty.

(9) The city may immediately discontinue water service to any consumer if the public works director makes either of the following findings:

(a) The consumer or person in charge of the premises/facility is noncompliant with the provisions of this section, neglects the responsibility to correct a violation after having been given notice thereof, and such noncompliance constitutes or presents an imminent hazard to the public health, safety, and welfare; or

(b) The consumer or person in charge of the premises/facility has a water connection to the Public Water System that, in the judgment of the public works director, presents an imminent hazard to the public health, safety, and welfare.

(10) Notwithstanding anything to the contrary in this section, the provisions of the City of Asheboro Cross-Connection Control and Backflow Prevention Ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction.

(L) Adjudicatory hearings and appeals from enforcement actions taken pursuant to this section shall be made in accordance with the following procedures:

(1) *Adjudicatory hearings.* A consumer subject to an enforcement action taken pursuant to this section, including without limitation the disconnection of

water service and/or the assessment of a civil penalty, has the right to an adjudicatory hearing with the City of Asheboro Water Resources Director. In order to exercise this right, the consumer must transmit to the water resources director's office a written demand identifying the specific issues to be contested. This written demand must be delivered to the water resources director's office and accepted by the water resources director, or a designee, within 30 calendar days of the date of service of the notice/citation upon which the hearing request is based. Unless such written demand is properly delivered within the time frame specified herein, the action stated in the notice/citation served on the consumer is final and binding.

Upon receipt of a properly filed demand for an adjudicatory hearing, the water resources director, or the director's designee in the water resources division, shall hold a hearing within 15 calendar days of the date upon which the written demand for an adjudicatory hearing was received in the water resources director's office. After holding the hearing, the water resources director, or the director's designee, shall have 15 calendar days to prepare a written decision resolving the contested issues. Such a written decision shall be transmitted to the consumer by means of first class, postage pre-paid, United States mail to the consumer's address of record with the City of Asheboro Water and Sewer Utility.

(2) *Appeal hearings.* A decision by the water resources director, or the director's designee, may be appealed to the city manager by any party to the adjudicatory hearing. In order to appeal such a decision, the party seeking to file an appeal must transmit to the city manager's office a written demand identifying the basis for the appeal. This written demand must be delivered to the city manager's office and accepted by the city manager, or a designee, within 30 calendar days of the date on which the written decision by the water resources director, or the director's designee, was placed in the custody of the United States Postal Service for delivery to the consumer. Unless such written demand is properly delivered to the city manager's office within the time frame specified herein, the decision by the water resources director, or the director's designee, shall be final and binding.

Upon receipt of a properly filed appeal, the city manager shall hold a hearing within 30 calendar days of the date upon which the written demand for an appeal was received in the city manager's office. After holding the hearing, the city manager shall have 15 calendar days to prepare a written decision. The city manager's written decision shall be transmitted to all of the parties to the appeal by means of first class, postage pre-paid, United States mail. The city manager's written decision shall be final and binding.

Section 2. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 3. This Ordinance shall be in full force and effect upon and after October 1, 2020.

The Asheboro City Council approved this Ordinance in open session during a regular meeting held on the 9th day of April, 2020.

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

ATTEST:

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

10. Presentation of proposed updates to Chapter 50 (Water and Sewers) of the Code of Asheboro.

Mr. Sugg presented and recommended adoption, by reference, of an ordinance to amend Chapter 50 (Water and Sewers) in the Code of Asheboro by enacting Section 50.010 and rewriting Section 50.045.

Upon motion by Council Member Burks and seconded by Council Member Redding, the Council voted unanimously to adopt the following ordinance by reference. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes.

ORDINANCE NUMBER 12 ORD 4-20

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE TO AMEND CHAPTER 50 (WATER AND SEWERS) IN THE CODE OF ASHEBORO BY ENACTING SECTION 50.010 AND REWRITING SECTION 50.045

WHEREAS, Section 160A-312(b) of the North Carolina General Statutes provides as follows:

> A city shall have full authority to protect and regulate any public enterprise system belonging to or operated by it by adequate and reasonable rules. The rules shall be adopted by ordinance, shall apply to the public enterprise system both within and outside the corporate limits of the city, and may be enforced with the remedies available under any provision of law; and

WHEREAS, Section 160A-314(a) of the North Carolina General Statutes provides as follows:

> A city may establish and revise from time to time schedules of rents, rates, fees, charges, and penalties for the use of or the services furnished or to be furnished by any public enterprise. Schedules of rents, rates, fees, charges, and penalties may vary according to classes of service, and different schedules may be adopted for services provided outside the corporate limits of the city; and

WHEREAS, the spread of the novel coronavirus (COVID-19) with the associated public health and safety crisis has led to a closer examination of the actions that policy makers can take to equip units of government, including public enterprise systems, to respond in a rapid, efficient, and lawful manner to the challenges of the day; and

WHEREAS, the current public health crisis has highlighted the importance of not disconnecting water services when citizens are confronting a pandemic and economic distress; and

WHEREAS, the Asheboro City Council has decided to respond to these challenges by delegating to the city manager, during a state of emergency, the authority to adjust billing procedures and practices, specifically including the authority to halt collection actions such as the disconnection of services, to suspend the imposition of late fees or charges, and to establish payment plans directly tied to the executive order or declaration that defines the state of emergency; and

WHEREAS, in addition to learning from situations encountered during a state of emergency, the utility must also continue to operationally evolve and improve in accordance with current legal interpretations and best practices focused on issues such as the cost of conducting disconnection operations when normal business operations eventually resume; and

WHEREAS, Section 50.045 of the Code of Asheboro prohibits tampering with municipal water system infrastructure; and

WHEREAS, Section 14-151 of the North Carolina General Statutes provides for civil actions and criminal penalties that can be pursued when an individual interferes with components of a water utility's infrastructure; and

WHEREAS, in light of the remedies provided by state statute for tampering with water utility infrastructure, the Asheboro City Council has concluded that the tamper fee provisions currently found in Section 50.045 of the Code of Asheboro should be repealed; and

WHEREAS, the Asheboro City Council has also concluded that a disconnection fee should be established to assist with offsetting the costs associated with performing extra administrative and field service work when the disconnection of water services is used to enforce compliance with the utility's rules and regulations.

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

Section 1. Section 50.010 of the Code of Asheboro is hereby enacted to provide as follows:

§ 50.010 DELEGATION OF AUTHORITY TO THE CITY MANAGER

Notwithstanding any other provision in this chapter, during a lawfully declared state of emergency, the city manager is authorized to modify or waive the billing procedures and practices established by this chapter. This delegated authority specifically includes the authority to halt collection actions such as the disconnection of services, to suspend the imposition of late fees or charges, and to establish payment plans arising out of the applicable local state of emergency declaration or gubernatorial executive order. This delegated authority to modify or waive billing procedures and practices is temporary in duration and shall be in effect only during a lawfully declared state of emergency or during the time period needed for the full implementation of payment plans created to comply with the triggering gubernatorial executive order or local state of emergency declaration, whichever time frame is longer.

Section 2. Section 50.045 of the Code of Asheboro is hereby rewritten to provide as follows:

~~**§ 50.045 TAMPERING WITH INFRASTRUCTURE PROHIBITED.**~~

~~(A) It shall be unlawful for any person to deface, tamper with or injure any municipal infrastructure connected with or pertaining to the water system owned and operated by the city, specifically including without limitation any house, reservoir, valve cock, wheel, fire plug or other fixture connected with or pertaining to the city water system, or to place any building material, rubbish or other matter or substance on any valve, stop cock, meter box, water main or service pipe, or to obstruct access to any fixture connected with the city water system, or to remove, tamper with or injure any pipe, fire plug, hydrant, valve or cock or to open any of them, except when due authority has been given therefor by the Water and Sewer Department.~~

~~(B) Tampering with any municipal infrastructure connected with or pertaining to the city water system, specifically including without limitation a fire hydrant and a water meter or any device attached thereto, is hereby expressly declared to be unlawful and will result in a charge and other enforcement actions as hereinafter set out. Within any 12 calendar month period, there will be a charge of $150 for the first offense, $500 for the second offense, and criminal penalties, including without limitation a fine of $500, shall be instituted thereafter in accordance with G.S. § 14-4. By way of illustration and without limitation, a person shall be deemed to have tampered with municipal infrastructure in violation of this section if, without authorization from the Water and Sewer Department, a fire hydrant is opened or operated in any manner; a water meter is activated, operated, or manipulated in an effort to restore water service for any premises for which water service has been discontinued; the water meter or~~

~~any device attached thereto is damaged to any degree by an unauthorized individual attempting to manipulate or operate some physical component of or attachment to the water meter; or the water meter is relocated to provide service in a location other than the service address noted in the records of the Water and Sewer Department. Nothing contained within this division shall release a person found guilty of tampering with a water meter or any other aspect of the city's water supply and distribution system from liability for so doing, and the provisions of this division shall not preclude the city from pursuing any other remedy available at law or equity for such unlawful conduct.~~

~~(C) Any monies collected on the basis of charges established by this section are deemed to be fines collected for a breach of the criminal laws, and the clear proceeds from these fines shall be distributed to the local school administrative units in Randolph County in accordance with the applicable laws and regulations.~~

~~(D) Nothing in this section applies to licensed contractors while performing usual and ordinary services in accordance with recognized customs and standards.~~

§ 50.045 DISCONNECTION FEES

Fees shall be charged to offset the costs incurred by the city when additional measures are undertaken to enforce compliance with water and sewer utility regulations. The fees charged for disconnection related services are as follows:

(A) $75.00 Meter Extraction Fee – This charge shall be applied to a customer's account when the water meter is physically removed from a service location because of a combination of noncompliance with the regulations found in this chapter and a history with the customer's account at this service location of more than one incident of unauthorized water service connection or reconnection.

(B) $150.00 Meter Yoke Extraction Fee – This charge shall be applied to a customer's account when the meter yoke for a service location is physically removed because of a combination of noncompliance with the regulations found in this chapter and a history with the customer's account at this service location of the utilization of an unapproved replacement meter or other unapproved apparatus to obtain unauthorized water service after the city has extracted a water meter in order to discontinue water service.

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

Section 4. This Ordinance shall take effect and be in force from and after the date of its adoption.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 9th day of April, 2020.

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

ATTEST:

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

11. Presentation of proposed updates to Chapter 93 (Civil Emergencies) of the Code of Asheboro.

Mr. Sugg presented and recommended adoption, by reference, of an ordinance updating the emergency management provisions in Chapter 93 of the Code of Asheboro.

Upon motion by Council Member Bell and seconded by Council Member Burks, the Council voted unanimously to adopt the following ordinance by reference. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes.

ORDINANCE NUMBER 13 ORD 4-20

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE UPDATING THE EMERGENCY MANAGEMENT PROVISIONS IN CHAPTER 93 OF THE CODE OF ASHEBORO

WHEREAS, Chapter 93 (Civil Emergencies) of the Code of Asheboro contains the city's emergency management ordinance provisions; and

WHEREAS, the Asheboro City Council has concluded that these ordinance provisions should be updated to include the current definition of "emergency" found in Section 166A-19.3(6) of the North Carolina General Statutes and to incorporate the emergency road closure authority found in Section 166A-19.31(b)(1)(e) of the North Carolina General Statutes.

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

Section 1. Section 93.01 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 93.01 EMERGENCY RESTRICTIONS AUTHORIZED

(A) The following definitions shall apply in this chapter:

~~(1) EMERGENCY. An occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, weather-related, or riot-related cause;~~

(1) EMERGENCY. An occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident;

(2) EMERGENCY AREA. The geographical area covered by a state of emergency; and

(3) STATE OF EMERGENCY. A finding and declaration by the City Council of the City of Asheboro or the Mayor of the City of Asheboro acting under the authority of G.S. 166A-19.22 that an emergency exists.

(B) In the event of an emergency, the Mayor is hereby authorized and empowered, pursuant to G.S. 166A-19.22, to issue a state of emergency declaration that declares to all persons the existence of a state of emergency and, in order to more effectively protect the lives and property of people within the city, to place in effect any or all of the restrictions hereinafter authorized.

(C) The Mayor is hereby authorized and empowered to limit with the state of emergency declaration the application of all or any part of such restrictions to an emergency area

specifically designated or described within the city and to specific hours of the day or night and to exempt from all or any part of such restrictions, while acting in the line of and within the scope of their respective duties, law enforcement officers, firefighters, rescue squad members, and public employees; doctors, nurses, and employees of hospitals and other medical facilities; on-duty military personnel, whether state or federal; on-duty employees of public utilities and public transportation companies; and such other classes of persons as may be essential to the preservation of public order and immediately necessary to serve the safety, health, and welfare needs of people within the city.

Section 2. Section 93.07 of the Code of Asheboro is hereby rewritten to provide as follows:

~~**§ 93.07 RESTRICTION ON ACCESS TO AREAS**~~

~~(A) The state of emergency declaration may prohibit obtaining access or attempting to obtain access to any area designated in the manner described in this Section in violation of any order, clearly posted notice, or barricade indicating that access is denied or restricted.~~

~~(B) Areas to which access is denied or restricted shall be designated by the chief of police or the chief's designees when directed in the declaration by the Mayor to do so. When acting under this authority, the chief of police and the chief's designees may restrict or deny access to any area, street, highway, or location within the emergency area if that restriction or denial of access or use is reasonably necessary to promote efforts being made to overcome the emergency or to prevent further aggravation of the emergency.~~

§ 93.07 RESTRICTION ON ACCESS TO AREAS

(A) The state of emergency declaration may prohibit accessing or attempting to access any location within the emergency area that is designated by an order, clearly posted notice, or barricade indicating that access to the designated location is denied or restricted.

(B) The state of emergency declaration may also provide authorization for the closure within the emergency area of streets, roads, highways, bridges, public vehicular areas, or other areas ordinarily used for vehicular traffic; provided, however, the following conditions must be satisfied whenever this emergency road closure authority is exercised:

(1) In addition to any other notice or dissemination of information, notification of any closure of a road or public vehicular area shall be given to the North Carolina Department of Transportation as soon as practicable; and

(2) The above-stated emergency road closure authority shall not restrict the movement of emergency responders and other persons necessary for recovery from the emergency.

(C) Notwithstanding any other provision in this chapter, and in accordance with G.S. 166A-19.70(c) and (d), access to and from a restricted area must be allowed, regardless of whether a local curfew is in effect, upon the presentation of a valid state re-entry certificate for drivers and vehicles transporting essential goods or assisting in restoring utility services during a state of emergency.

(D) Within the emergency area, the chief of police, or the chief's designee, may use the emergency road closure authority and identify locations to which access is denied or restricted so long as the following conditions are satisfied:

(1) The state of emergency declaration delegates to the chief of police, or the chief's designee, the authority to deny or restrict access to locations within the emergency area and to exercise the emergency road closure authority provided by G.S. 166A-19.31 and this section; and

(2) The chief of police, or the chief's designee, has concluded that the denial or restriction of access to a location, including the use of the emergency road closure authority, within the emergency area is reasonably necessary to maintain order and protect lives or property during the state of emergency.

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

Section 4. This Ordinance shall be in full force and effect upon and after the date of its adoption.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting on the 9th day of April, 2020.

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

ATTEST:

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

12. Presentation of a resolution seeking the council's concurrence with the manager's decision to offer a limited, temporary form of employee leave related to the current public health crisis.

Mr. Sugg presented and recommended adoption, by reference, of a resolution authorizing COVID-19 employer provided supplemental leave for city employees.

Upon motion by Council Member Redding and seconded by Council Member Burks, the Council voted unanimously to adopt the following resolution by reference. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes.

RESOLUTION NUMBER 06 RES 4-20

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION AUTHORIZING COVID-19 EMPLOYER PROVIDED SUPPLEMENTAL LEAVE FOR CITY EMPLOYEES

WHEREAS, on March 18, 2020, Congress passed, and the President signed into law, the Families First Coronavirus Response Act, Public Law 116-127 (the "FFCRA"); and

WHEREAS, the FFCRA is a compilation of different acts with different purposes; and

WHEREAS, two acts within the FFCRA are the subject of this Resolution – the Emergency Paid Sick Leave Act (the "Emergency Sick Leave Act") and the Emergency Family and Medical Leave Expansion Act (the "Emergency FMLA Act"); and

WHEREAS, in general terms, the Emergency Sick Leave Act requires the city to provide a maximum of 80 hours of paid sick leave to employees who have been advised to self-isolate or self-quarantine, are seeking a diagnosis because of COVID-19 symptoms, are caring for an individual who is either under an isolation or quarantine order or has been advised to self-quarantine for COVID-19 related reasons, or are caring for a child because the child's school or childcare facility has been closed or because the child's normal caregiver is unavailable due to COVID-19 precautions; and

WHEREAS, in general terms, the Emergency FMLA Act adds a new category of leave eligibility to the original Family and Medical Leave Act by requiring the city to provide paid

leave, after the first 10 days, to an employee who is unable to work because of school closures or because of the unavailability of childcare due to the COVID-19 public health crisis; and

WHEREAS, both the Emergency Sick Leave Act and the Emergency FMLA Act, which are not scheduled to be in effect beyond December 31, 2020, place limitations on the amount of pay employers are mandated to provide pursuant to these enactments; and

WHEREAS, due to these limitations on the amount of federally mandated pay, city employees who properly avail themselves of leave under the Emergency Sick Leave Act and the Emergency FMLA Act could, in certain circumstances, find themselves receiving less than their regular rate of pay; and

WHEREAS, in order to promote both employee morale and the orderly processing of the city's payroll during this public health crisis, the city manager has recommended supplementing, independent of an employee's accrued leave balances, the paid leave provided in compliance with the Emergency Sick Leave Act and the Emergency FMLA Act so as to ensure that each employee receives his or her regular rate of pay when utilizing this federally mandated emergency leave; and

WHEREAS, the Asheboro City Council concurs with the city manager's recommendation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the governing board hereby ratifies and concurs with the city manager's decision to authorize a benefit in the form of COVID-19 employer provided leave that will enable an employee who utilizes the paid leave mandated by the Emergency Sick Leave Act and the Emergency FMLA Act to receive his or her regular rate of pay without impacting the employee's standard leave balances accrued in compliance with the City of Asheboro Employee Policies and Procedures Manual; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the COVID-19 employer provided leave benefit approved by this Resolution can be used to supplement the emergency leave mandated under the acts found within the FFCRA regardless of whether the federally mandated emergency leave is used either intermittently or in consecutive increments of time; provided, however, the intermittent use of the federally mandated leave must be in compliance with the regulatory guidance provided by the United States Department of Labor; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that this authorization of COVID-19 employer provided leave as a supplemental benefit shall expire at midnight on December 31, 2020; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that all articles, sections, and provisions of the City of Asheboro Employee Policies and Procedures Manual that are not clearly and unmistakably referenced herein are unaffected by this Resolution and remain, without alteration, in full force and effect.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 9th day of April, 2020.

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

ATTEST:

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

There being no further business, the meeting was adjourned at 8:17 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk	**David H. Smith, Mayor**

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on March 2, 2020

149

The Asheboro ABC Board met on Monday, March 2, 2020, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

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

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

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

Monthly drafts and EFT payments were reviewed and approved by the Board.

The ABC Commission, pursuant to §18B-702(j), issued a waiver for the GM to also serve as the Board's Finance Officer. The approval will expire March 1, 2023.

There exists some confusion about ABC Regulation 14B NCAC 15A.0905 (a) and (d) requiring daily deposits. An inquiry was made to Laurie Lee, Director of the Pricing Section and ABC Board Audits seeking clarification of the regulation. On February 4, 2020, Director Lee advised:

> If making the next day consistently, you are making daily deposits. If you were to look at your bank statement there would be a deposit recorded for each business day, and two on Monday. What we do not want is deposits to be made randomly: M/T on Wednesday, W on Thursday, Th/F/S on Monday. That sort of thing. Nor do we want deposits to be made only once or twice a week – unless there is a compelling reason to do so.

1st and 2nd Quarter 2020 Grant Applications were reviewed by the Board. After discussion and upon motion by the Chair, the Board approved distributing $3,000 to Randolph Community College from 1st Quarter 2020 funds and $6,000 from 2nd Quarter 2020 funds. Remaining funds, if any, will be disbursed to Community Hope Alliance.

Asheboro ABC sales statistics for the months of February and March 2020, will be reviewed at the Board's April meeting.

The next regular Asheboro ABC Board meeting will be held Monday, April 6, 2020, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 4-6-20 GM

J Brooke Schmidly, by [illegible] (telephone)
Stephen R Knight

Request to extend time the time allowed between Preliminary plat and Final plat subdivision reviews

(West Pointe Townhomes)

CITY OF ASHEBORO
NORTH CAROLINA

Memo

To: Mr. John N. Ogburn, III, City Manager

From: John L. Evans, City of Asheboro Community Development Division

Date: April 27, 2020

RE: Consideration of a request to extend the time allowed between Preliminary and Final Plat review for the West Pointe Townhomes subdivision.

The subdivision ordinance requires that a Final Plat for a major subdivision be approved within twelve (12) months of approval of the preliminary plat to avoid the preliminary plat approval becoming null and void. As permitted by the Asheboro Subdivision Ordinance (Article VII, Section 2.E), a request to allow an additional one year period between preliminary plat and final plat approval has been filed for the West Pointe Townhomes subdivision. City Council approved the Preliminary Plat on May 9, 2019. If approved, this extension would allow submission of a final subdivision plat until and through May, 2021.

Council has customarily granted approvals for similar requests. Therefore, we are requesting that consideration of this item be placed on the consent agenda. The written request from the applicant's agent follows.

John Evans

From: Larry McKenzie <larry@mckenzieproperties.net>
Sent: Friday, April 3, 2020 5:13 PM
To: Trevor Nuttall
Cc: John Evans; Brad Morton
Subject: Re: Request for prelim approval extension needed

Trevor,

Thank you for reaching out to me and I would like to have this on the May docket. Please let me know what I need to do. Stay safe!

Larry

Sent from my iPhone

On Apr 3, 2020, at 5:00 PM, Trevor Nuttall <tnuttall@ci.asheboro.nc.us> wrote:

Hello Larry:

I hope all is well. Just sending you a note that we will need to take a request for prelim. plat approval extension for the West Pointe Townhomes project to Council in May.

I will just need an email from you making this request.

Thanks,

Trevor L. Nuttall
Community Development Director
City of Asheboro
146 N. Church St.
Asheboro, NC 27203
PH: (336) 626-1201 ext. 223
http://www.asheboronc.gov
<image001.jpg>

<image002.jpg>

Email correspondence to and from this sender is subject to the North Carolina Public Records Law and may be disclosed to third parties.

NORTH CAROLINA
HOUSING
FINANCE
AGENCY

April 16, 2020

A self-supporting
public agency

Scott Farmer
Executive Director

PO Box 28066
Raleigh, NC
27611-8066

3508 Bush Street
Raleigh, NC
27609-7509

TEL. 919-877-5700
FAX. 919-877-5701
www.nchfa.com

Mr. John Ogburn III, City Manager
City of Asheboro
PO Box 1106
Asheboro, NC 27204-1106

Dear Mr. Ogburn:

Per our records, the City of Asheboro has met all requirements to close out its 2018 Urgent Repair Program project (URP1801).

The thirteen dwelling units, located in Randolph County, you have repaired/modified with Program funds will allow those assisted to remain in their homes with greater safety and an improved quality of life. We congratulate you on this accomplishment.

No additional Project Management Reports are due for this project. However, reports for G.S. 143C-6-23 and OMB Circular A may be required as referenced in the financial audit requirements of the Program Guidelines (PG 3.9). Additionally, please note that Program records must be retained for at least three years from the date of this letter. Therefore, please retain the Program records until at least April 16, 2023 (PG 3.7.1).

Thank you for your part in the success of the Urgent Repair Program. We look forward to continuing to work with you in the future.

Sincerely,

Michael Handley
Manager of Home Ownership Rehabilitation and Compliance

cc: Mr. Trevor Nuttal, Community Development Director
Mr. John Quiros, Piedmont Triad Regional Council
Ms. Donna Coleman, Senior Housing Rehabilitation Officer, NCHFA
Mr. Mark Lindquist, Senior Program Compliance Coordinator, NCHFA

CITY OF ASHEBORO
NORTH CAROLINA

Annual Report concerning Planning Board activities, expenditures and budget estimates

CITY OF
ASHEBORO
NORTH CAROLINA
Exactly where you want to be.

TO: Asheboro City Council

FROM: Van Rich, Planning Board Chairman

DATE: May 4, 2020

RE: Annual Report - Asheboro Planning Board

This memorandum provides a summary of the Planning Board's activities since July 1, 2019, an analysis of the expenditures to date for the current fiscal year and the anticipated funds needed for operation during the ensuing fiscal year. The Planning Board is comprised of seven (7) members, five (5) of whom reside in the corporate limits and two (2) who reside within the city's extraterritorial planning jurisdiction.

Summary of Activities

Through May 4, 2020, the Planning Board has reviewed a total of 12 cases this fiscal year which have consisted of 6 zoning ordinance map amendments (rezonings), 2 zoning ordinance text amendments, 3 subdivision cases and 1 variance.

In February 2020, the Board elected Mr. Van Rich Board as Chair, Mr. Michael O'Kelley as Vice-Chair, and Mr. Bradley Morton as Secretary. A current Board roster is attached to this memo for your reference.

Two Planning Board members, Mr. Michael O'Kelley and Ms. Pamela Vuncannon, also serve on the Land Development Plan Steering Committee.

Expenditures and Budget

The Board's only expenditure this fiscal year has been related to members' stipends. $8,400 was budgeted for board stipends in FY19-20 and the same amount is requested for FY20-21. To date, current year expenditures are below the budgeted amount.

On behalf of the Planning Board, I thank you for your support. It is an honor to serve the Asheboro community.

City of Asheboro
Planning Board/Board of Adjustment

Name/City or ETJ	Appointed/Expires
Van Rich PB, BOA Chair / City	2-6-86 / 1-1-21
Mike O'Kelley PB, BOA Vice-Chair/City	2-8-18 / 1-1-23
Ritchie Buffkin / City	2-7-13 / 1-1-25
Harold Anderson / City (filling unexpired term of Ms. Lynette Garner)	3-5-20 / 1-1-22
Pamela Vuncannon/ City	08-9-18 / 1-1-24
David Henderson / ETJ	2-4-13 / 2-1-23
Thomas Rush / ETJ	2-3-14 / 2-1-24

WRH

WILLIAM R. HUNEYCUTT

CERTIFIED PUBLIC ACCOUNTANT PLLC

216 West North Street
Albemarle, NC 28001
Phone: (704) 983-5012
Fax: (704) 983-5109

379 South Cox Street
Asheboro, NC 27203
Phone: (336) 626-9970
Fax: (336) 626-5981

April 28, 2020

Mr. David Smith, Mayor and
City Council of the City of Asheboro
146 N. Church Street
Asheboro, NC 27203

I am pleased to confirm our understanding of the services I am to provide for the City of Asheboro for the year ended June 30, 2020. I will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Asheboro as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Asheboro's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, I will apply certain limited procedures to the City of Asheboro's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Law Enforcement Officers' Special Separation Allowance Schedules
3. Other Postemployment Benefits Schedules
4. Local Government Employees' Retirement System Schedules

I have also been engaged to report on supplementary information other than RSI that accompanies the City of Asheboro's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and I will provide an opinion on it in relation to the financial statements taken as a whole, in a report combined with my auditor's report on the financial statements:

1. Budgetary Comparison Schedule
2. Combining and Individual Fund Financial Statements and Schedules
3. Schedule of Expenditures of Federal and State Awards

The following other information accompanying the financial statements, which is required for a Comprehensive Annual Financial Report, will not be subjected to the auditing procedures applied in my audit of the financial statements, and for which my auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory Information
2. Statistical Tables

Audit Objectives

The objective of my audit is the expression of opinions as to whether the City of Asheboro's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on the City of Asheboro's:

- Internal control over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 *U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

My audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; Single Audit Act Amendments of 1996; the provision of the Uniform Guidance; and the State Single Audit Implementation Act, and will include tests of the accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act, and other procedures I consider necessary to enable me to express such opinions. I will issue written reports upon completion of my Single Audit. My reports will be addressed to the mayor and City Council of the City of Asheboro. I will make reference to the Asheboro ABC Board's auditor's audit in my report on your financial statements. I cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for me to modify my opinions or add emphasis-of-matter or other-matter paragraphs. If my opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, I will fully discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed opinions, I may decline to express opinions or to issue a report as a result of this engagement, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for making all financial records and related information available to me and for the accuracy and completeness of that information. Management is also responsible for providing me with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related party relationships and transactions, (2) additional information that I may request for the purpose of the audit, (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence and (4) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to me in the management representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and, (4) ensuring that management is reliable and the financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Management responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. You are also responsible for informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City of Asheboro complies with applicable laws, regulations, contracts, agreements and grants; and for taking timely and appropriate steps to remedy any fraud, and noncompliance with the provisions of laws, regulations, contracts and grant agreements, or abuse that I may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for my review on September 1, 2020.

Management is responsible for the financial statements, schedule of expenditures of federal and state awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance. You agree to include my report on the schedule of expenditures of federal and state awards in any document that contains and indicates that I have reported on the schedule of expenditures of federal and state awards. Management also agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal and state

awards that includes my report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with my report. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal and state awards, and related notes, and any other nonaudit services I provide and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter my assistance with the preparation of the financial statements and the schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved them prior to their issuance and have full responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

You are responsible for the preparation of the other supplementary information, which I have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include my report on the supplementary information in any document that contains and indicates that I have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing to me previous financial audits, attestation engagements, performance audits, or other engagements or studies related to the objectives discussed in the Audit Objective section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

Other Services

As part of the audit, I will assist with the preparation of your financial statements, schedule of expenditures of federal and state awards, and related notes in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards.* I will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. I, in my sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgement about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste and abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by me, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, I will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to my attention. I will also inform you of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. I will include such matters in the reports required for a Single Audit. My responsibility as auditor is limited to the period covered by my audit and does not extend to matters that might arise during any latter periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, funding sources, and financial institutions. I will request written representations form your attorneys as part of this engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state awards programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Controls

My audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to the design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standard.*

As required by the Uniform Guidance, I will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that I consider relevant to preventing or detecting material noncompliance with compliance requirements, applicable to each of the City of Asheboro's major federal and state award programs. However, my tests will be less in scope than would be necessary to render and opinion on those controls, and accordingly, no opinion will be expressed in my report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, I will express no such opinion. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards* and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the City of Asheboro's compliance with applicable laws, regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and I will not express such an opinion in my report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that I also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations and the terms and conditions of federal and state awards applicable to major programs. My procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the Audit Manual for Governmental Auditors in North Carolina, issued by the Local Government Commission, for the types of compliance requirements that could have a direct and material effect on each of the City of Asheboro's major programs. For federal programs that are included in the Compliance Supplement, my compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to the audit. The purpose of those procedures will be to express an opinion on the City of Asheboro's compliance with requirements applicable to major programs in my report on compliance issued pursuant to the Uniform Guidance.

Audit Administration, Fees and Other

I understand that your employees will prepare all cash, accounts receivable, or other confirmations I request and will locate any invoices selected by me for testing.

At the conclusion of the engagement, I will complete the appropriate sections of the Data Collection Form that summarizes my audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditor's reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. I will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after the receipt of the auditor's report or nine months after the end of the audit period. I will provide copies of my reports to the City of Asheboro; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of William R. Huneycutt, CPA, PLLC and constitutes confidential information. However, pursuant to authority given by law or regulation, I may be requested to make certain audit documentation or individuals available to a grantor agency or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of William R. Huneycutt, CPA, PLLC personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the grantor agency. If I am aware that a federal and state awarding agency, pass-through entity, or auditee is contesting an audit finding, I will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

I expect to issue my reports no later than October 31, 2020. My fees for these services will be at standard hourly rates plus out-of –pocket costs (such as report production, typing, postage, travel copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $35,000. Standard hourly rates vary according to degree of responsibility involved and the experience level of the personnel assigned to your audit. My invoice for these fees will be rendered periodically as work progresses and are payable upon presentation. In accordance with firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If services are terminated due to nonpayment, you will be obligated to compensate for all time expended and to reimburse for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary; I will discuss it with you and arrive at a new fee estimate before additional cost is incurred.

I appreciate the opportunity to be of service to the City of Asheboro and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know.

If you agree with the terms of this engagement as described in this letter, please sign and return the original and the enclosed copies.

Sincerely,

William R Huneycutt, CPA, PLLC

William R. Huneycutt, CPA, PLLC

RESPONSE:
This letter correctly sets forth the understanding of the City of Asheboro.

By: _____

Title: Mayor_____

Date:_____

LGC-205 **CONTRACT TO AUDIT ACCOUNTS** Rev. 9/2019

The	Governing Board Council
of	Primary Government Unit (or charter holder) City of Asheboro
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name William R. Huneycutt, CPA, PLLC
	Auditor Address 379 South Cox Street, Asheboro, N.C. 27203

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/20	Audit Report Due Date 10/31/20

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returnedto

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

29. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

30. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx.

31. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

32. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
Deborah Reaves	Finance Officer/ City of Asheboro	dreaves@ci.asheboro.nc.us

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year billings. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	City of Asheboro
Audit Fee	$ 32,000
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$ -0-
Writing Financial Statements	$ 3,000
All Other Non-Attest Services	$ -0-
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$ 26,250.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* William R. Huneycutt, CPA, PLLC	
Authorized Firm Representative (typed or printed)* William R. Huneycutt	Signature*
Date* 04/29/20	Email Address* steve@wrhuneycuttcpa.com

GOVERNMENTAL UNIT

Governmental Unit* City of Asheboro	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* David Smith, Mayor	Signature*
Date	Email Address dreaves@ci.asheboro.nc.us

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Deborah Reaves	Signature*
Date of Pre-Audit Certificate*	Email Address* dreaves@ci.asheboro.nc.us

City of Asheboro
Finance Office

To: John N. Ogburn, III, City Manager

From: Debbie Reaves, Finance Director

Date: May 1, 2020

Re: Ordinance to amend General Fund for May 2020 meeting

Attached is a budget amendment for consideration at the May 7th Council Meeting.

While there are always a lot of unknowns in the budgeting process, at the time we prepared / adopted the 2019-2020, we knew that the recreation department (620) would be significantly underfunded due to unanticipated expenses that always arise in a renovation project as well as new known expenses associated with staffing, furnishing, utilities at the Gym once the renovation was completed.

Budgets at the City of Asheboro are adopted at the department level, not line item level, which allows for overages in some line items as they are absorbed with budget allocated for under expended line items. The time has come in the budget year cycle that we need to amend the recreation budget to account for the above noted expenses. These expenses were planned to come from Fund Balance Appropriation.

Line items relating to expenses at the Gym that need to be adjusted are:

- Salaries and Wages for FT and PT and associated fringe / retirement costs
- Utilities
- Maintenance and Repair at McCrary Gym- some of the larger ticket costs in this line item are resurfacing flooring in the aquatics area and locker rooms, installation of new doors and locks throughout, new gym flooring & bleachers, carpeting for offices, fencing, kitchen equipment and outside concrete work.
- Other Supplies and Materials- furnishings etc at the Gym.

Additional line items needing adjustment are:

- Professional Services- expenses in this line item are engineering services for gym remodel, feasibility study at McCrary ball park and update to the recreation plan.
- Maintenance and Repair at Memorial pool- to pay for the pool decking resurfacing that was budgeted in 2018-2019 but due to weather delays, had to be paid for out of the 2019-2020 budget.

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2019-2020

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:

Account #	Revenue Description	Increase
10-399-0000	Fund Balance Appropriation	562,000

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

Account #	Expense Description	Increase
10-620-0400	Professional Services	12,000
10-620-0200	Salaries & Wages FT	113,000
10-620-0210	Salaries & Wages PT	37,000
10-620-0702	Fringe- FICA	9,000
10-620-0705	Fringe- Retirement	9,000
10-620-1305	Utilities- McCrary Gym	17,000
10-620-1504	Maint. & Repair- Mem Pool	$100,000
10-620-1509	Maint. & Repair- McCrary Gym	$250,000
10-620-3401	Other Supplies- Gym	$15,000

Adopted this 7th day of May, 2020

_____
David H. Smith, Mayor

ATTEST:

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

RZ-20-01: Request to rezone from R7.5 (Medium-Density Residential) to B2 (General Commercial)

Planning Board Recommendation and Staff Report

Continued from April 9, 2020 City Council meeting

Planning Board Recommendation & Comments to City Council

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

Case # **RZ-20-01**

Date 3/2/2020

Applicant Brandon Michael Allen

Legal Description

The property of Brandon Michael Allen, located at 137 N. Randolph Avenue, totaling approximately .31 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7761027972

Requested Action Rezone from R7.5 (Medium-Density Residential) to B2 (General Commercial)

Existing Zone R7.5 (Medium-Density Residential)

Land Development Plan See Rezoning Staff Report

Planning Board Recommendation

Approve.

Reason for Recommendation

The Planning Board concurred with staff's recommendation.

Planning Board Comments

Rezoning Staff Report

RZ Case # **RZ-20-01** **Date** PB:3/2/2020 CC: 4/9/2020 & 5/7/2020

General Information

Applicant Brandon Michael Allen

Address 2785 Hickory Drive

City Asheboro NC 27205

Phone 336-302-4392

Location 137 N. Randolph Avenue - Corner of E. Salisbury Street and N. Randolph Avenue

Requested Action Rezone from R7.5 (Medium-Density Residential) to B2 (General Commercial)

Existing Zone R7.5 **Existing Land Use** Vacant. Formerly Single-Family Dwelling

Size .31 acres +/- **Pin #** 7761027972

Applicant's Reasons as stated on application

More commercial activity than when Allen Automotive first opened. It is recommended for this property to be commercial. Third highest road traffic wise. Heavily traffic.

Surrounding Land Use

North Car Wash **East** Single Family Residential

South Single Family Residential **West** Motor Vehicle Repair, Minor

Zoning History N/A

Legal Description

The property of Brandon Allen, located at 137 N. Randolph Avenue, totaling approximately .31 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7761027972. ***Legal notices were mailed to adjoining property owners on Thursday, March 19, 2020.***

Analysis

1. The property is inside the City limits.
2. East Salisbury Street is a State-Maintained Major Thoroughfare
3. The most recent 2014 Comprehensive Transportation Plan identifies this segment of East Salisbury Street/ NC Hwy. 42 as over capacity based on 2012 volumes measuring average annual daily vehicles/day (11,600 capacity vs. 13,000 AADT 2012 volume).
4. In order to relieve the congestion that currently exists on NC Hwy. 42 North, the current NCDOT Transportation Improvement Program has proposed road improvements (Project No. U-5743) along NC Hwy. 42 extending between the E. Salisbury St. intersection and US Hwy. 64 (E. Dixie Drive). Proposed improvements include the addition of a center turn lane, sidewalks, curbing and guttering. The project's timetable anticipates a let date of late 2021.
5. The city has submitted a request for consideration to the NCDOT for a future widening of East Salisbury Street from Elm Street to the funded Project No. U-5743 as mentioned above. Draft 2023-2032 STIP release date is tentatively scheduled for February 2022.
6. The requested B2 General Zoning district is 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.
7. Approval of the request would allow any use permitted by right in the B2 district.

Rezoning Staff Report

RZ Case # **RZ-20-01**

Consistency with the 2020 LDP Growth Strategy designations

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

Proposed Land Use Map Designation	Commercial
Small Area Plan	Central
Growth Strategy Map Designation	Primary Growth

LDP Goals/Policies Which Support Request

Checklist Item 1:	Rezoning is compliant with the Proposed Land Use Map.
Checklist Items 3&5:	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). 5.) The proposed rezoning is compliant with the objectives of the Growth Strategy Map.
Checklist Item 10:	Rezoning is consistent with Land Category Descriptions
Checklist Items 12-15:	12.) Property is located outside of the watershed area, or the rezoning request will not impose a significant, negative environmental impact. 13.) The property is located outside of Special Hazard Flood Area. 14.) Rezoning is not located on steep slopes (>20%) or rezoning (and the development intensity permitted with the proposed district) is unlikely to create additional problems due to steep slopes. 15.) The rezoning is not located on poor soils or the rezoning district is unlikely to create additional problems caused by poor soil conditions

Rezoning Staff Report

LDP Goals/Policies Which Do Not Support Request

Checklist Item 7:	Checklist Item 7: The proposed rezoning is not compatible with the applicable Small Area Plan.
Checklist Item 11:	Rezoning will not promote the type of development described in Design Principles.

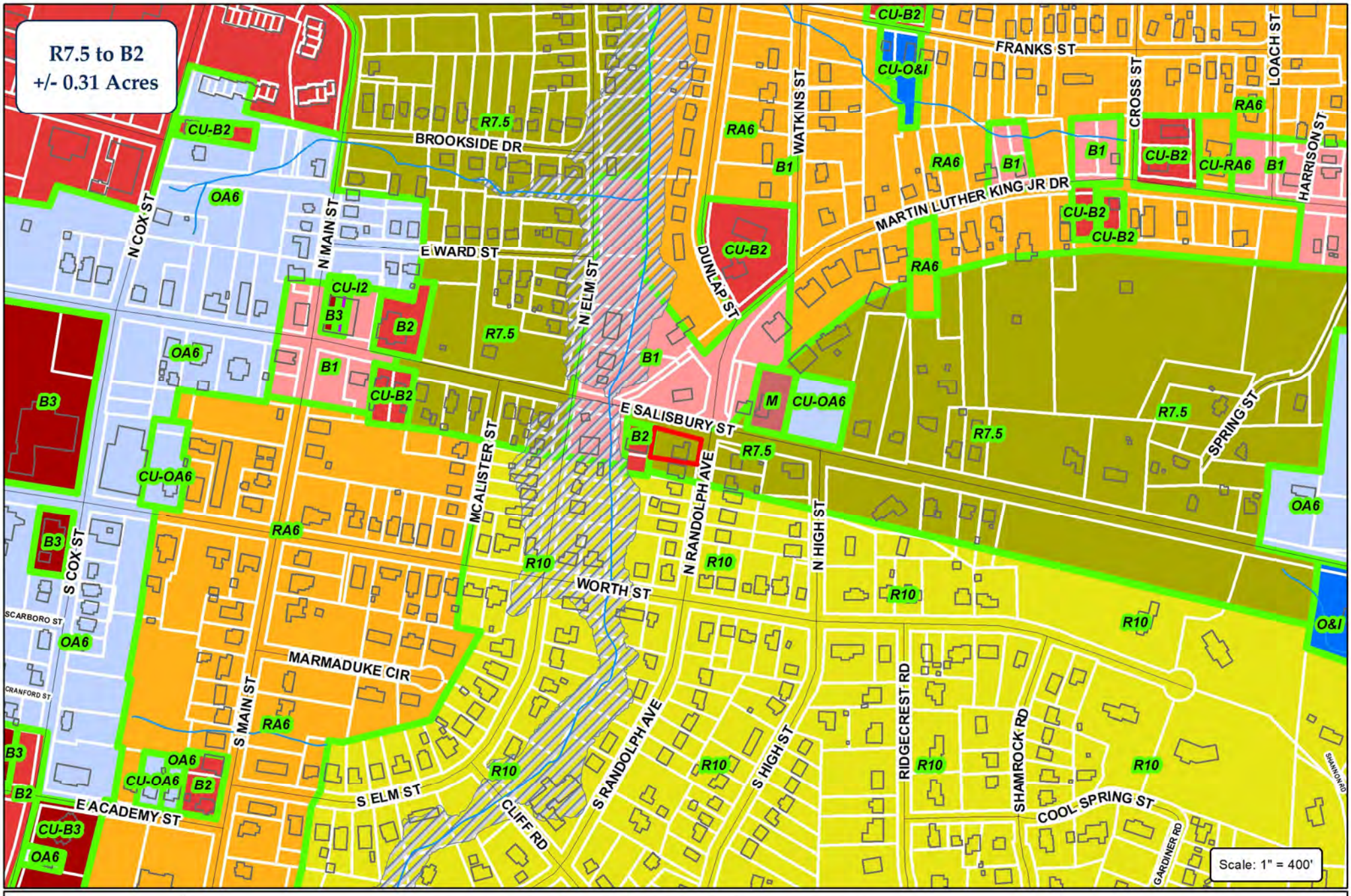
Staff's Final Analysis Concerning Consistency with Adopted Comprehensive Plans, Reasonableness and Public Interest

A commercial rezoning request is supported by the Land Development Plan's Proposed Land Use Map which calls for commercial development of this property as well as property immediately to the south and east, likely due to adjacent development and the continued growth in traffic volumes. A commercial designation for the property also is supported by current zoning to the north and west of the property, which is B1 Neighborhood Commercial and B2 General Commercial respectively. The property's proximity to the Center-City Activity Center tends to support the request; there are only six residentially zoned properties between the subject parcel and this Activity Center.

While ideally there is some transition between commercial and residential zoning districts and uses, any non-residential development of the property will be required to install a landscape buffer or screen along the southern property line for the benefit of the adjacent residential property. Furthermore, front yard landscaping along E. Salisbury St. and N. Randolph Ave. also must be installed as part of any future commercial project. Moreover, design standards also will apply to any building constructed or located on the property, helping to advance the LDP's goal of encouraging commercial development to be visually appealing; the use of metal or vinyl on the front façade of any building will be restricted.

Considering all factors, staff believes the request to be consistent with the Land Development, reasonable and in the public interest.

Recommendation	In light of the above analysis, staff's recommendation is to approve the B2 district request.



City of Asheboro Planning & Zoning Department

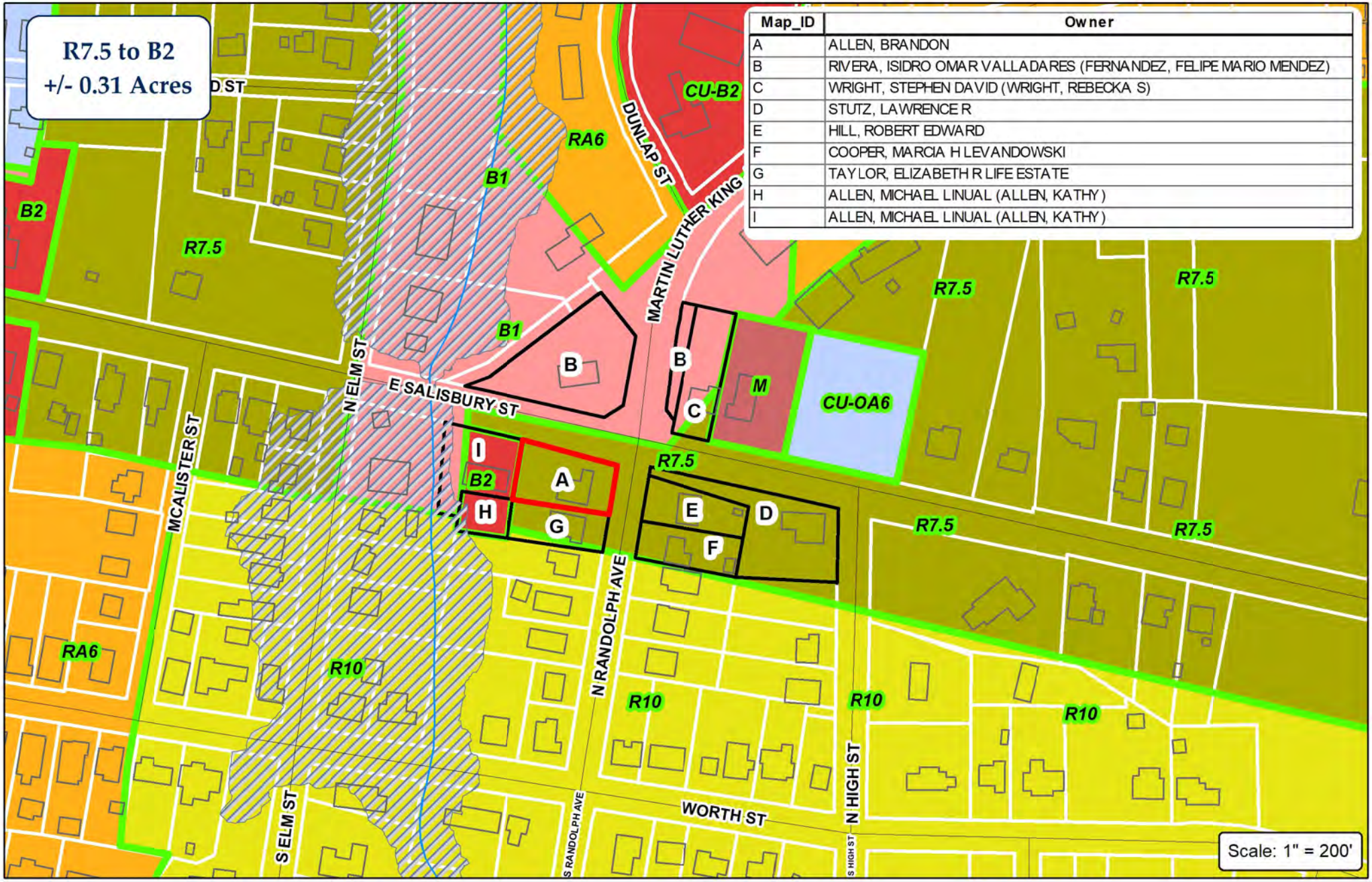
Rezoning Case: RZ-20-01

Parcel: 7761027972

ETJ

Subject Property

Zoning



Map_ID	Owner
A	ALLEN, BRANDON
B	RIVERA, ISIDRO OMAR VALLADARES (FERNANDEZ, FELIPE MARIO MENDEZ)
C	WRIGHT, STEPHEN DAVID (WRIGHT, REBECKA S)
D	STUTZ, LAWRENCE R
E	HILL, ROBERT EDWARD
F	COOPER, MARCIA H LEVANDOWSKI
G	TAYLOR, ELIZABETH R LIFE ESTATE
H	ALLEN, MICHAEL LINUAL (ALLEN, KATHY)
I	ALLEN, MICHAEL LINUAL (ALLEN, KATHY)

CITY OF ASHEBORO
NORTH CAROLINA
Exactly where you want to be.

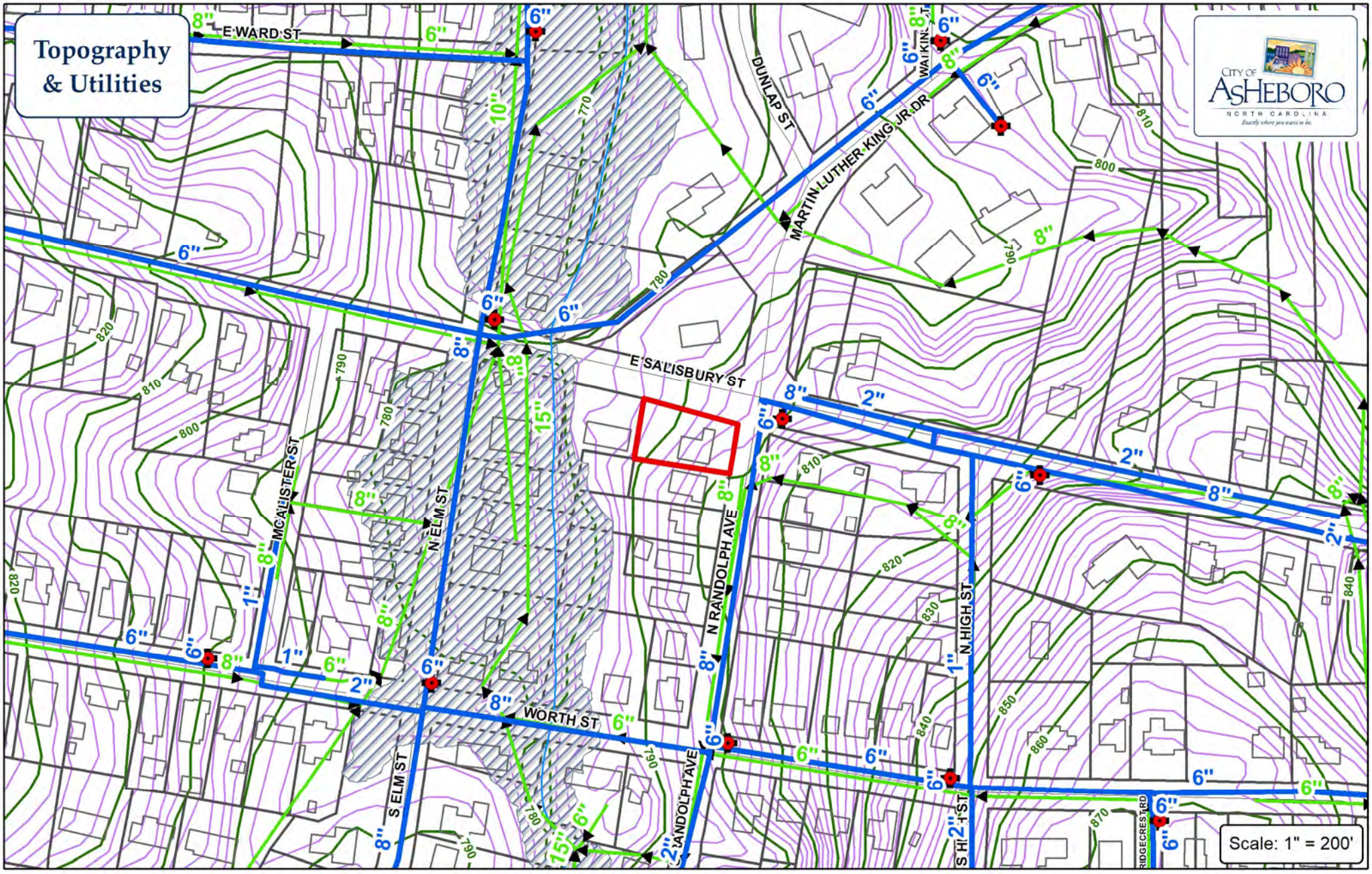
ETJ

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-20-01

Parcel: 7761027972

Subject Property
Adjoining Properties
Zoning



Water Main

Sewer Main

Force Main

Fire Hydrant

Pump Station

City of Asheboro
Planning & Zoning Department

Rezoning Case: RZ-20-21

Parcel: 7761027972

Subject Property

CITY OF ASHEBORO
NORTH CAROLINA
Exactly where you want to be.

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-20-01

Parcel: 7761027972

Subject Property
Zoning

CITY OF ASHEBORO
PLANNING & ZONING

Application for Zoning Ordinance/Map Amendment

APPLICATION FEE
A $200 filing fee is required for any amendment.

APPLICATION INSTRUCTIONS
The rezoning process can be complex. It is highly recommended that the applicant speak with Planning and Zoning Department staff prior to submitting the application and paying the filing fee. Contact staff at (336) 626-1201 ext. 225 to ensure application requirements are satisfied.

REQUIRED APPLICATION CONTENTS

1) A dimensional map, at a scale of not more than 200 feet to the inch, showing the land that would be covered by the proposed amendment, if the amendment would require a change in the zoning atlas.
2) A legal description/deed reference of such land.

It is recommended that the applicant mail letters to the adjoining property owners a minimum of 10 days prior to the scheduled Planning Board meeting. A template showing the required information contained in the letters is on Page 4 of this application. Please verify location and meeting times with staff prior to mailing.

One copy is to be filed with the city manager and one copy filed with the Zoning Administrator by 5:00 pm on the day which is at least 55 days prior to the City Council meeting at which the request will be considered. At no time shall the city council hear more than five (5) cases per month. If five applications have been received prior to the cut-off date, the request will be heard the following month.

MEETING INFORMATION* Dates are subject to final Planning Board/Council approval in December, 2019.

Application Deadline	*Planning Board Meeting*	*City Council Meeting*
December 15, 2020	Monday, January 6, 2020	Thursday, February 6, 2020
January 10, 2020	Monday, February 3, 2020	Thursday, March 5 2020
February 14, 2020	Monday, March 2, 2020	Thursday, April 9, 2020
March 13, 2020	Monday, April 6, 2020	Thursday, May 7, 2020
April 10, 2020	Monday, May 4, 2020	Thursday, June 4, 2020
May 15, 2020	Monday, June 1, 2020	Thursday, July 9, 2020
June 12, 2020	Monday, July 6, 2020	Thursday, August 6, 2020
July 24, 2020	Monday, August 3, 2020	Thursday, September 17, 2020
August 14, 2020	Monday, September 14, 2020	Thursday, October 8, 2020
September 11, 2020	Monday, October 5, 2020	Thursday, November 5, 2020
October 16, 2020	Monday, November 2, 2020	Thursday, December 10, 2020
*Confirm application deadline with staff	Monday, December 7, 2020	*January, 2020: Confirm meeting date with staff

***January, 2020 Council meeting dates are not set by Council until December, 2019.**

Application for Zoning Ordinance/Map Amendment

APPLICANT INFORMATION

Applicant Brandon michael Allen

Applicant's Phone # 336-302-4392

Applicant's Address 2785 Hickory Dr. Asheboro, NC 27205

Applicant Email Address 4allenbrandon@gmail.com

PROPERTY INFORMATION FOR MAP AMENDMENTS

Property Owner's Name Brandon michael Allen

Location of Property 137 N Randolph Ave

Property Size (ac. or s.f.) .31 Ac

Randolph County Property Identification Number (PIN#) 7726027972

Current Zoning District R-7.5

Requested Zoning District B-2

Date Property Title Acquired 6-13-2018

Deed Book 00260 Page 00712

Subdivision Worth Terr Section _____ Lot # 22

Plat Book _____ Page _____

ORDINANCE AMENDMENT INFORMATION

Section 1011.2 of the Asheboro Zoning Ordinance requires the applicant to answer the following questions. The application may not be accepted unless all questions are completed.

1. Are there alleged errors in this Ordinance that would be corrected by the proposed amendment? If so, give a detailed explanation of such error and detailed reasons how the proposed amendment will correct the errors.

NO

2. What are the changed or changing conditions, if any, in the jurisdiction of the City of Asheboro generally, which would make the proposed amendment reasonably necessary to the promotion of the public health, safety, and general welfare?

more commercial activity than when Allen Automotive first opened

3. In what manner will the proposed amendment carry out the intent of the Land Development Plan?

It is recommended for this property to be commercial.

4. Are there any other circumstances, factors, or reasons that the applicant offers in support of the proposed amendment?

third highest road traffic wise. Heavily traffic.

APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant. The applicant for rezoning to any district other than a conditional use district shall be prohibited from offering any testimony or evidence concerning the specific manner in which he or she intends to use or develop the property.

Applicant Signature

Printed Name of Authorized Signatory (if different from Applicant)

Position/Relationship of Authorized Signatory to Applicant

Owner Signature (if different than Applicant)

Owner Address

2285 Hickory Dr.
Asheboro, NC 27205

Telephone Number

336-302-4392

Printed Name of Authorized Signatory (if different from Owner)

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: JTL ***Date:*** 2-11-20 ***Case Number:***

NOTICE OF ZONING MAP AMENDMENT (REZONING)
TO ADJOINING PROPERTY OWNERS

This is to notify you that I (we), _____

have filed an application with the City of Asheboro to rezone property located at

_____from _____

to_____.

On Monday, _____, 2019, at 7:00 pm the Asheboro Planning Board will meet to hear this request and forward their report to the City Council. On Thursday, _____, _____, at 7:00 pm the City Council will hold a public hearing on the rezoning request.

The meetings will be held in the City Council Chambers, 146 North Church Street, Asheboro, NC. The Council, after considering the information/testimony presented during the public hearings and reviewing the reports of the Planning Board and Planning and Zoning Department, will take action on the application. Such action may include approval of the request, denial of the request, or approval of a modified version of the request on the basis of the Council's determination that such action is reasonably necessary to promote the public health, safety, or general welfare and to achieve the purposes of the adopted Land Development Plan. The meeting is open to the public and your participation is encouraged. If you have any questions, please contact the Planning and Zoning Department at 336-626-1201 Ext. 225. You may also contact me at

_____.

From: **Asheboro Property Owners and Residents of East Salisbury Street**

Harry Isley and Mack Isley

Owen George and Rylan George

Dean and Rachel Millikan

Terry Russell

Heather Scott

TO: **Asheboro City Council**

Date: May 6th, 2020

Dear City Council Members,

As owners and residents of 8 residential properties on East Salisbury Street, we are writing to express our concern regarding a proposed rezone of property at 137 North Randolph Avenue from **R7.5 Medium Density Residential** to **B2 (General Commercial)** without requiring a conditional use permit.

As an introduction to this letter, we add that we were not knowledgeable of the Asheboro Planning Board's meeting to review of this zoning request, and therefore did not have the opportunity to express our concerns to the Board and property owner. Today, due to health concerns surrounding the Covid 19 crisis, we are expressing our concerns through this letter.

B2 General Commercial zoning allows a wide range of use for a property. Allowed uses under B2 range from A-Z, including Bar and Brewpub, Drive-in Restaurant, Flea market, Liquor Store, Nightclub, Open Storage, Package Store, Drive-Through Package Store, Indoor Recreational (Go Fish Gaming) and Vehicle Towing Operation.

Should 137 Randolph Avenue be approved for B2 rezoning without conditional use permit, the wide range of B2 uses would be allowed not just by the current owner, but by future owners, should the property be sold or change hands through any other process.

We do not believe that outcome would be in the best interest of the children, residents or future generations of City of Asheboro.

We thank you for considering our view on this matter.

Sincerely yours,

Harry Isley Harry P. Isley

Mack Isley

Owen George Owen George

Terry Russell

Debbie Russell

Dean Millikan Dean Millikan

Rachel Millikan Rachel Millikan

Heather Scott Heather E Scott

Rylan George

Table 200-2
Table of Permitted Uses (Amended 4-9-2020)

Use	Buffer/ Screen	R40	R15	R10	R75	RA6	OA6	O&I	B1	M	B2	TH	B3	I1	I2	I3	A	Supp. Reg.
Mini-warehouse	2										P			P	P			Note 24
Mobile Home Sales Lots	2										P			P	P	A		
Motor Vehicle Repair -Major	2										A			P	P			Note 25; Section 330A
Motor Vehicle Repair - Minor	2										P			P	P			Section 330A
Nightclub/Cabaret	3										P	P	P	P				Note 52
Non-Conforming Buildings and Uses		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		Note 26; Section 637; Article 800
Nursing, Convalescent & Extended Care Facilities	2						P	P		P	P		P					
Office Development with Multi- Use and/or Structures	2						P	P										

P - Permitted as Principal Use in District
S - Permitted by Special Use Permit
A - Permitted as Accessory Use Only

RZ-20-03: Requests related to property at 1420 E. Salisbury Street and 358 Patton Avenue

1. Request to rezone R7.5 (Medium-Density Residential) to CU-I2 (Conditional Use General Industrial): Planning Board Recommendation and Staff Report

2. Conditional Use Permit for Motor Vehicle Repair, Major; and Rental/Sales of Domestic Vehicles

Trevor Nuttall

From: H. R. Gallimore <hrgallimore@gmail.com>
Sent: Thursday, May 7, 2020 4:04 PM
To: Trevor Nuttall
Subject: Zoning request

Trevor,

Please accept this e-mail as our official request to continue our Zoning request to the June meeting.

Best.

--
H. R. Gallimore, CCIM

RE/MAX Central Realty
231 S. Fayetteville Street
Asheboro, NC 27203

CELL: 336-626-5560
OFFICE: 336-626-5600

What is CCIM? <https://urldefense.proofpoint.com/v2/url?u=http-3A__www.ccim.com_about-2Dccim_what-2Dccim&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=iDB1V2DZLWFp54LPhsU1gz-Bn_kigXMZ0_Oyw_gCQ6w&m=Xz-nFaM81gcNeKnOvO8Uuiephd1Kyk3q7XYZltk03h0&s=wIl4RGCaJ11FrYOkEqiDPnQ_KwwhCebGuip-3ZYEj7M&e=>

Working with Real Estate Agents <https://urldefense.proofpoint.com/v2/url?u=http-3A__www.ncrec.gov_Brochures_WorkingwAgents.pdf&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=iDB1V2DZLWFp54LPhsU1gz-Bn_kigXMZ0_Oyw_gCQ6w&m=Xz-nFaM81gcNeKnOvO8Uuiephd1Kyk3q7XYZltk03h0&s=KEm-sGavra65rI38MddURoZTm6u11sGyGGSA60qhUk4&e=>

Planning Board Recommendation & Comments to City Council

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

Case # **RZ/CUP-20-03**

Date 04/06/2020

Applicant Kenneth & Bridget Gallimore

Legal Description

The property of Deborah A. Maness, located at 1420 East Salisbury Street & 358 Patton Avenue, totaling approximately 2.24 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7761513992.

Requested Action Rezone from R10 (Medium-Density Residential) to CU-I2 (Conditional Use General Industrial)

Existing Zone R10 (Medium-Density Residential)

Land Development Plan See Rezoning Staff Report

Planning Board Recommendation

Approve

Reason for Recommendation

The Planning Board concurred with staff's recommendation.

Planning Board Comments

Rezoning Staff Report

RZ Case # **RZ/CUP-20-03**

Date PB: 4/6/20
Council: 5/7/20

General Information

Applicant Kenneth & Bridget Gallimore

Address 2048 Heritage Court

City Asheboro NC 27203

Phone 336-460-4738

Location 1420 E. Salisbury Street & 358 Patton Avenue

Requested Action Rezone from R10 (Medium-Density Residential) to CU-I2 (Conditional Use General Industrial)

Existing Zone R10

Existing Land Use 2 Vacant Single Family Dwellings and an accsy structure

Size 2.24 acres +/-

Pin # 7761513992

Applicant's Reasons as stated on application

Area in transition with several similar operations in immediate area. Follows the natural development of the area. Replaces a long standing dilapidated property with an up to date facility.

Surrounding Land Use

North Single-Family Residential & Industrial

East Multi-Use Commercial Development (Randolph Mall)

South Single-Family Residential

West Single-Family Residential (Zoned OA-6)

Zoning History N/A

Legal Description

The property of Deborah A. Maness, located at 1420 East Salisbury Street & 358 Patton Avenue, totaling approximately 2.24 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7761513992. ***Legal notices were mailed to adjoining property owners on Monday, April 20, 2020.***

Analysis

1. The property is outside the city limits. Connection to city services will require annexation consistent with City policies.
2. East Salisbury Street is a State-maintained minor thoroughfare. Patton Avenue is a State-maintained road connecting E. Salisbury St. and NC Hwy. 42 N. that is 15-16 feet wide in front of the subject property.
3. The area primarily consists of residential, commercial (including Randolph Mall to the east), and office/institutional uses. Also along the north side of East Salisbury Street are automotive repair uses that are industrially zoned.
4. The zoning ordinance statement of intent for the underlying I2 zoning district is "to produce areas for intensive manufacturing, warehousing, processing and assembly uses, controlled by performance standards to limit the effect of such uses on adjacent districts."
5. In addition to the rezoning request, the applicant has filed an application for a Conditional Use Permit allowing Motor Vehicle Repair, Major and Rental/Sales of Domestic Vehicles that will be considered during the May 7, 2020 City Council meeting
6. The Land Development Plan proposed land use map designates the northern portion of the property along East Salisbury Street as "Office and Institutional". A small portion on the southern part of the property is designated "Urban Residential".

Rezoning Staff Report

RZ Case # **RZ/CUP-20-03**

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	Office & Institutional/Urban Residential
Small Area Plan	Central
Growth Strategy Map Designation	Adjacent Developed

LDP Goals/Policies Which Support Request

Checklist Item 12-15	Located outside of watershed area, Outside of Special Hazard Flood Area, disturbance area not located on Steep Slopes, not located on poor soils.
Use and Location Compliance	High Priority Checklist #5: The proposed rezoning is compliant with the objectives of the Growth Strategy Map.
Use and Location Compliance	Medium Priority Checklist #8: The request is an adaptive reuse of a vacant or unused lot, or is an infill lot.

Rezoning Staff Report

LDP Goals/Policies Which Do Not Support Request

Checklist Item 1:	Not compliant with the Proposed Land Use Map
Policy 2.1.1	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.

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

Since initial adoption of the Land Development Plan in 2000, the city has approved two requests for conditional use industrial zoning districts in the vicinity of the subject property, the most recent being property owned by the applicant just to the northeast in 2016. Like these prior requests, this application is not compliant with the Land Development Plan's Proposed Land Use Map but is supported by other plan goals and objectives. Namely, approval of the request would promote development, annexation, and provision of public services to the property in accordance with the LDP's Growth Strategy Map which designates the property as Adjacent Developed Area.

Compatibility with residential uses, especially to the west and south, and Patton Avenue's limited road capacity are of concern, but staff believes the Conditional Use permitting process can help to mitigate potential adverse impacts from any development.

Considering these factors, staff believes the request is generally consistent with the Land Development plan, and is reasonable and in the public interest.

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

Conditional Use Permit Staff Report

CUP Case No. CUP-20-03 5/7/2020 City Council

General Information

Name Ken and Bridget Gallimore

Address 2048 Heritage Ct.
Asheboro NC 27203

Phone 336-460-4738

Pin # 7761513992

Location 1420 E Salisbury St.

RequestedAction: Conditional Use Permit for Motor Vehicle Repair, Major; Rental/Sales of Domestic Motor Vehicles

Existing Zone R10 **Existing Land Use** Two single family dwellinlsg

Size 2.1 acres +/-

Applicant's Reason as stated on application

Motor vehicle repair major & Wholesale & Retail & Auto and Parts Sales

Surrounding Land Use

North Single-family Residential & industrial **East** Multi-Use Commercial Development (Randolph Mall)

South Single-family Residential **West** Single-Family Residential (Zoned OA-6)

Zoning History N/A

Growth Strategy Map Adjacent Developed **Proposed L D P Map** Office & Institutional/Urban Residential

Legal Description

The property of Deborah A. Maness, located at 1420 East Salisbury Street & 358 Patton Avenue, totaling approximately 2.24 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7761513992. ***Legal notices were mailed to adjoining property owners on Monday, April 20, 2020.***

Analysis

1. The request is for a Conditional Use Permit for motor vehicle repair-major and rental/sales of domestic motor vehicles.
2. The applicant has also filed a request to rezone the property from R10 Medium-Density Residential to CU-I2 (Conditional Use General Industrial).
3. The applicant proposes two structures. These include a 12,800 SF building for motor vehicle repair and an office, and a 2,800 SF structure used for storage.
4. The site plan access from East Salisbury St. & no access from Patton Avenue.
5. Buffering/screening required is either a 10' Type C screen or 25' Type C buffer adjacent to the residentially zoned (R10) property on the south side of the property. The applicant is proposing using a combination of evergreen trees and a fence adjacent to this residential property. In addition, the applicant proposes a combination of trees and shrubs within the front yards on East Salisbury St. and Patton Ave. as required by the zoning ordinance.
6. The zoning ordinance and city code generally prohibit outdoor storage of junked motor vehicles and junk materials. No open storage areas of other materials are shown on the site plan, therefore, this would not be permitted.

LDP Conformity Issues

Conditional Use Permit Staff Report

Staff Comments

Suggested Conditions

Draft Conditions as of 5/1/2020:

(A) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the applicant shall submit documentation detailing the following approvals:
i.) Driveway permit from NCDOT
ii.) Erosion control approval from NC Department of Environmental Quality

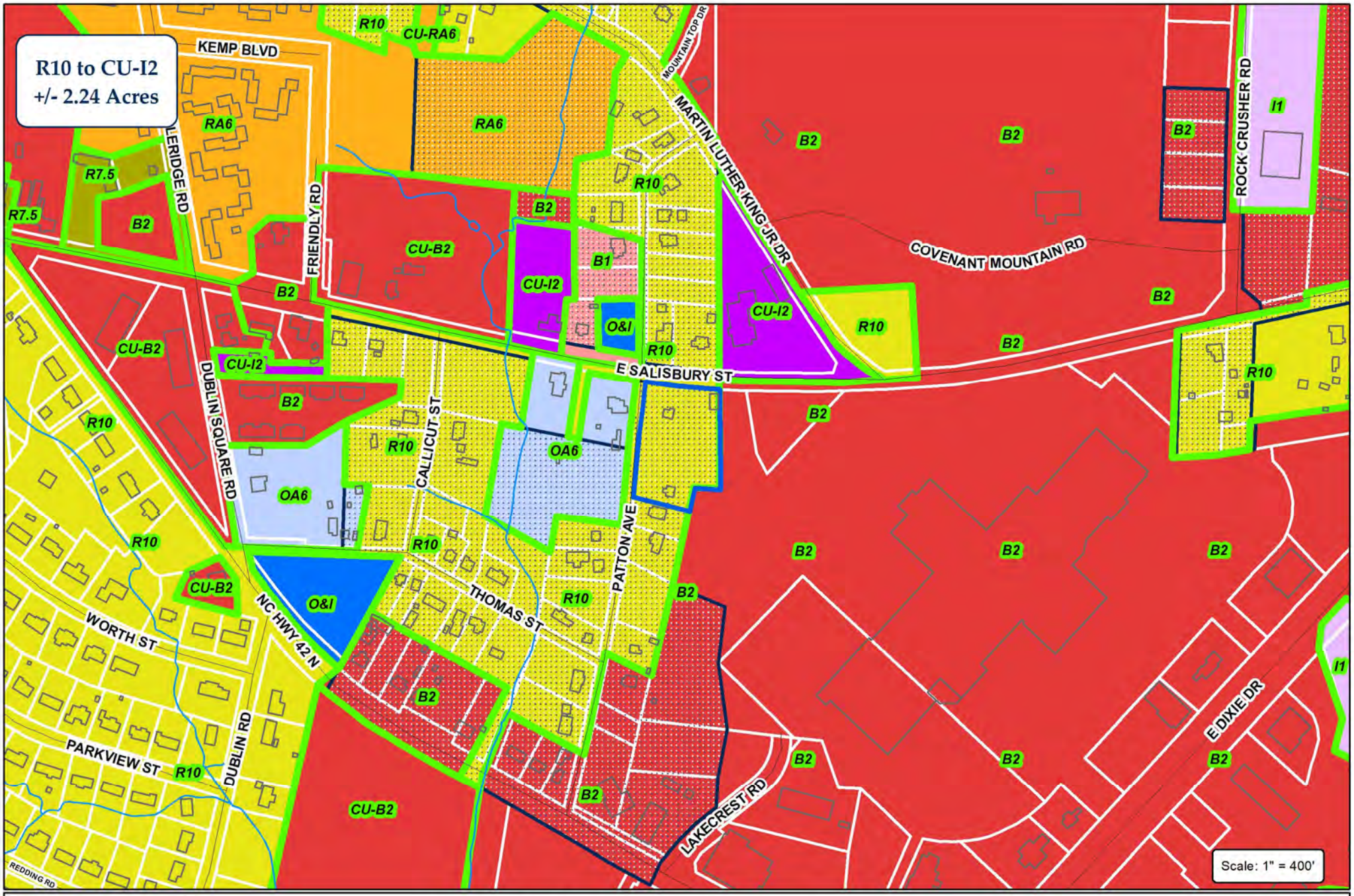
(B) Prior to the issuance of a zoning compliance permit, the applicant shall provide detail concerning proposed outdoor lighting in compliance with Section 316A.B.1 (Performance Standards in Industrial Districts, Light).

(C) If the Board of Adjustment grants a variance from the sidewalk requirement of Section 322A.B of the zoning ordinance, and the proposed sidewalk along East Salisbury Street is eliminated, this change shall not be considered a modification of the Conditional Use Permit requiring City Council approval.

(D) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the owner(s) of the Zoning Lot shall properly execute, and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Use Permit in the chain of title for the Zoning Lot.

For Conditional Use Permit Hearings:
The following tests shall be found in favor of the applicant by the City Council.
1. That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted an 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 abuting property, or that the use is a public necessity,
4. That the location and character of the use if developed according to the plan as submitted and approved is in harmony with the area in which it is to be located and in general conformity with the plan of development of Asheboro and its environs.

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



City of Asheboro Planning & Zoning Department

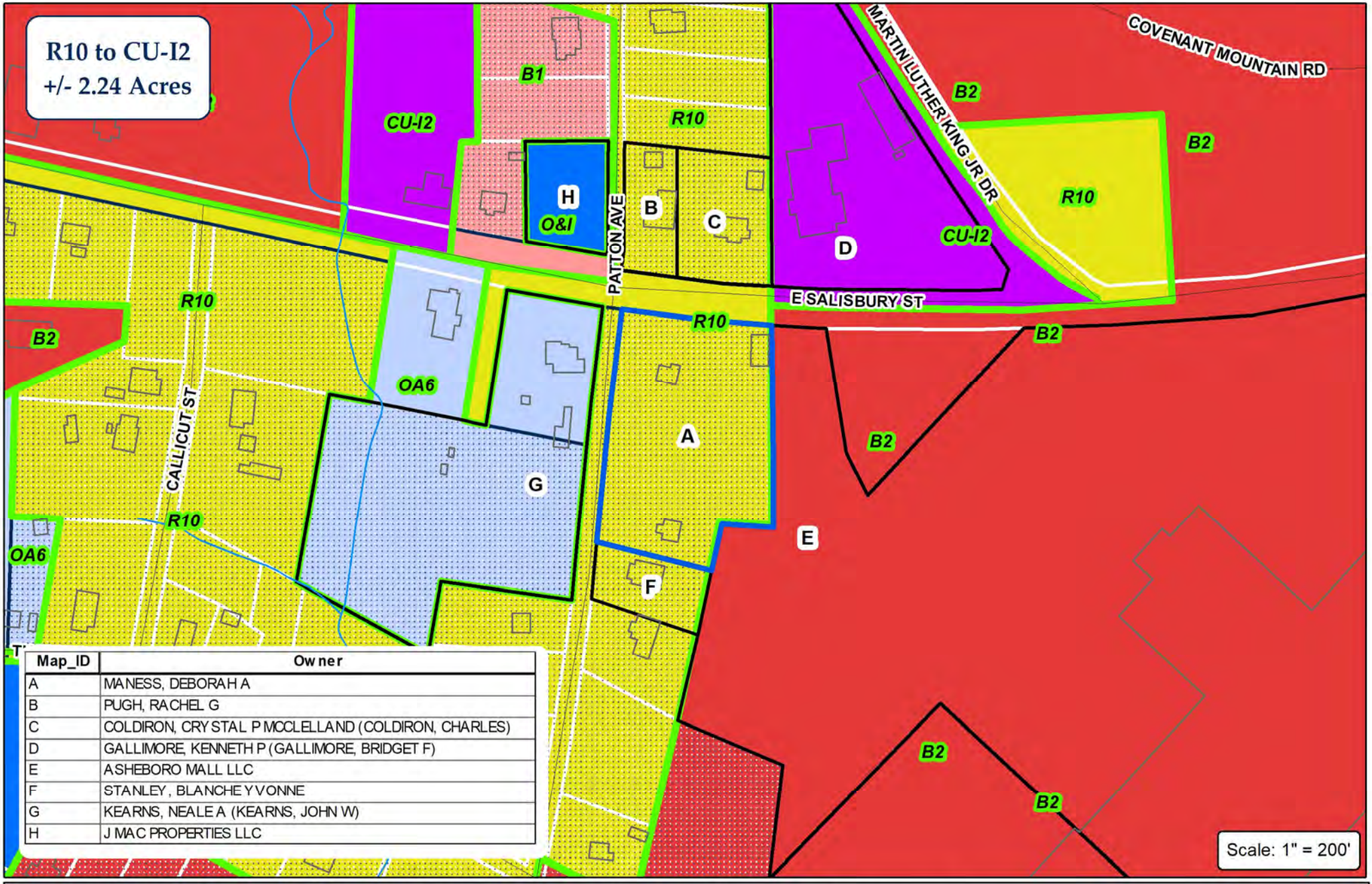
Rezoning Case: RZ-CUP-20-03

Parcel: 7761513992

ETJ

Subject Property

Zoning



Map_ID	Owner
A	MANESS, DEBORAH A
B	PUGH, RACHEL G
C	COLDIRON, CRYSTAL P MCCLELLAND (COLDIRON, CHARLES)
D	GALLIMORE, KENNETH P (GALLIMORE, BRIDGET F)
E	ASHEBORO MALL LLC
F	STANLEY, BLANCHE YVONNE
G	KEARNS, NEALE A (KEARNS, JOHN W)
H	J MAC PROPERTIES LLC

CITY OF ASHEBORO
NORTH CAROLINA
Exactly where you want to be.

ETJ

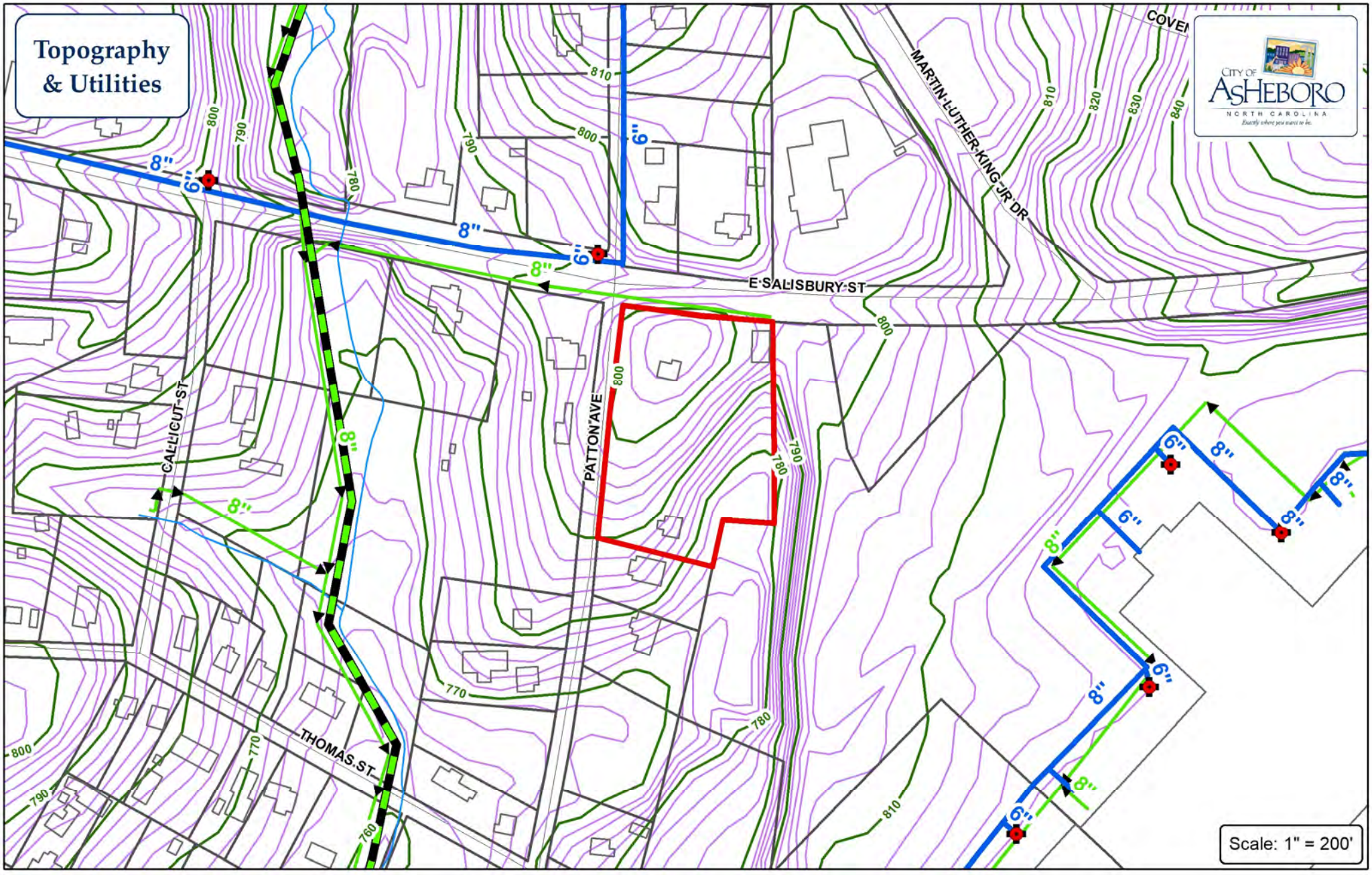
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-CUP-20-03

Parcel:7761513992

Subject Property
Adjoining Properties
Zoning

N
W
E
S



Water Main
Sewer Main
Force Main
Fire Hydrant
Pump Station

City of Asheboro
Planning & Zoning Department

Rezoning Case: RZ-CUP-20-03

Parcel: 7761513992

Subject Property

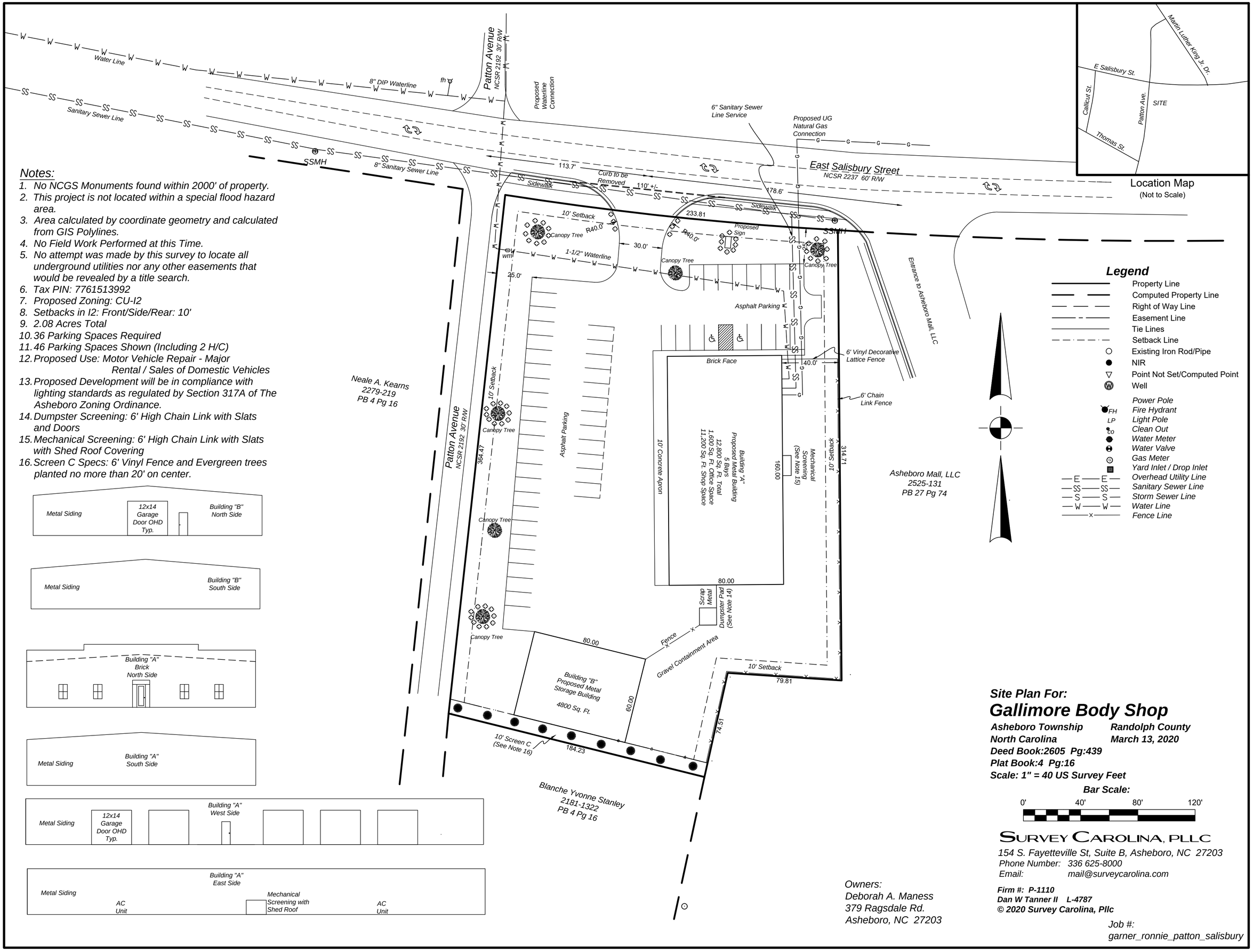
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-CUP-20-03

Parcel: 7761513992

Subject Property

Zoning



Notes:

1. No NCGS Monuments found within 2000' of property.
2. This project is not located within a special flood hazard area.
3. Area calculated by coordinate geometry and calculated from GIS Polylines.
4. No Field Work Performed at this Time.
5. No attempt was made by this survey to locate all underground utilities nor any other easements that would be revealed by a title search.
6. Tax PIN: 7761513992
7. Proposed Zoning: CU-I2
8. Setbacks in I2: Front/Side/Rear: 10'
9. 2.08 Acres Total
10. 36 Parking Spaces Required
11. 46 Parking Spaces Shown (Including 2 H/C)
12. Proposed Use: Motor Vehicle Repair - Major Rental / Sales of Domestic Vehicles
13. Proposed Development will be in compliance with lighting standards as regulated by Section 317A of The Asheboro Zoning Ordinance.
14. Dumpster Screening: 6' High Chain Link with Slats and Doors
15. Mechanical Screening: 6' High Chain Link with Slats with Shed Roof Covering
16. Screen C Specs: 6' Vinyl Fence and Evergreen trees planted no more than 20' on center.

Owners:
Deborah A. Maness
379 Ragsdale Rd.
Asheboro, NC 27203

Site Plan For:

Gallimore Body Shop

Asheboro Township **Randolph County**
North Carolina **March 13, 2020**
Deed Book:2605 Pg:439
Plat Book:4 Pg:16
Scale: 1" = 40 US Survey Feet

SURVEY CAROLINA, PLLC
154 S. Fayetteville St, Suite B, Asheboro, NC 27203
Phone Number: 336 625-8000
Email: mail@surveycarolina.com
Firm #: P-1110
Dan W Tanner II L-4787

© 2020 Survey Carolina, Pllc

Job #:
garner_ronnie_patton_salisbury

Application for Zoning Ordinance/Map Amendment

APPLICANT INFORMATION

Applicant Kenneth & Bridget Gallimore

Applicant's Phone # 336-460-4738

Applicant's Address 2048 Heritage Court
Asheboro 27203

Applicant Email Address gallimorebodyshop@gmail.com

PROPERTY INFORMATION FOR MAP AMENDMENTS

Property Owner's Name Deborah A. Maness

Location of Property 1420 E. Salisbury Street, Asheboro

Property Size (ac. or s.f.) 2.1 acres

Randolph County Property Identification Number (PIN#) 7761513992

Current Zoning District R-10

Requested Zoning District CU I-2

Date Property Title Acquired 7-10-2018

Deed Book 2605 Page 439

Subdivision _____ Section _____ Lot # _____

Plat Book _____ Page _____

ORDINANCE AMENDMENT INFORMATION

Section 1011.2 of the Asheboro Zoning Ordinance requires the applicant to answer the following questions. The application may not be accepted unless all questions are completed.

1. Are there alleged errors in this Ordinance that would be corrected by the proposed amendment? If so, give a detailed explanation of such error and detailed reasons how the proposed amendment will correct the errors.

NO

2. What are the changed or changing conditions, if any, in the jurisdiction of the City of Asheboro generally, which would make the proposed amendment reasonably necessary to the promotion of the public health, safety, and general welfare?

AREA IN TRANSITION with SEVERAL SIMILAR OPERATION IN IMMEDIATE AREA.

3. In what manner will the proposed amendment carry out the intent of the Land Development Plan?

Follows the natural development of the AREA.

4. Are there any other circumstances, factors, or reasons that the applicant offers in support of the proposed amendment?

Replaces a longstanding dilapitated property with a up to date facility

APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant. The applicant for rezoning to any district other than a conditional use district shall be prohibited from offering any testimony or evidence concerning the specific manner in which he or she intends to use or develop the property.

Applicant Signature

Kenneth P. Gallemore

Printed Name of Authorized Signatory (if different from Applicant)

KENNETH P. GALLEMORE

Position/Relationship of Authorized Signatory to Applicant

OWNER OPERATOR

Owner Signature (if different than Applicant)

Deborah A Manness

Owner Address

379 Ragsdale Rd
Asheboro 27203

Telephone Number

336-302-4292

Printed Name of Authorized Signatory (if different from Owner)

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: BLM **Date:** 3-13-2020 **Case Number:** RZ-CUP-20-03

APPLICANT INFORMATION

Applicant Kenneth + Bridget Gallimore *Applicant's Phone #* 336/460-4738

Applicant's Address 2048 Heritage Court
Asheboro 27203

Applicant email address gallimorebodyshop@gmail.com

PROPERTY INFORMATION

Property Owner's Name Deborah A. Maness

Location of Property 1420 E. Salisbury Street *Property Size (ac. or s.f.)* 2.1 acre

Randolph County Property Identification Number (PIN#) 7761513992

Current Zoning District R-10

Date Property Title Acquired 7-10-2018 *Deed Book* 2605 *Page* 439

Subdivision _____ *Section* _____ *Lot #* _____

Plat Book _____ *Page* _____

CONDITIONAL USE PERMIT INFORMATION

Application is hereby made to the City of Asheboro for a Conditional Use Permit for the following purpose: Motor Vehicle Repair Major & Wholesale & Retail Auto and Parts Sales.

CONDITIONAL USE PERMIT REQUIRED SITE PLAN INFORMATION

1) Actual shape, location, and dimensions of the lot

2) For new construction, building elevations of all exterior facades at a minimum scale of 1/8" = 1'

3) The shape, size, and location of any existing buildings and all buildings or structures to be erected, altered, moved

4) The existing and intended use of the lot and all structures on the lot

5) Location and size of any required buffers and/or screens (Article 200A and/or 300A)

6) Location and type of mechanical equipment screening (Section 306A)

7) Location, access, and screening of central solid waste facility (Section 307A)

8) Location and dimension of off-street parking indicating compliance with parking setbacks and loading spaces (Articles 300A and 400)

9) Grade separation of building and parking areas (Section 409)

10) Paving material for parking lots (Section 409)

11) Location of curb cuts: only 1 permitted if lot width is less than 120' (Section 408)

12) Driveway permit approval information by NCDOT or the City of Asheboro

13) Front yard landscaping or street planting (Articles 200A or Section 308A)

14) Location, type, size, and height of all signs (Article 500)

15) Notation certifying compliance with relevant Performance Standards (Article 300A) and a lighting plan demonstrating such compliance

16) Location of any flood zones if applicable (Article 700)

17) Watershed information if applicable (Article 300B)

18) If site disturbance is in excess of 1 acre, a soil and erosion control plan is required. The applicant shall submit the plan to NCDEQ Division of Energy, Mineral and Land Resources, located at 450 Hanes Mill Rd. Suite 300, Winston Salem, NC 27106.

19) Sidewalk construction if applicable (Section 322A)

Please note that specific uses may also be subject to supplemental regulations.

APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for a Conditional Use Permit rests with the applicant.

No application for a Conditional Use Permit will be advertised for public hearing until the Planning and Zoning Department has received materials. If all required materials are not received prior to the specified deadlines, this will result in delays in the case being heard.

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

Applicant Signature

Kenneth P. Gallimore

Printed Name of Authorized Signatory (if different from Applicant)

KENNETH P. GALLIMORE

Position/Relationship of Authorized Signatory to Applicant

OWNER-OPERATOR

Owner Signature (if different than Applicant)

Deborah Ammons

Owner Address

379 Ragsdale Rd.

Asheboro 27203

Telephone Number

336-302-4292

Printed Name of Authorized Signatory (if different from Owner)

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: BWM **Date:** 3-13-2020 **Case Number:** R2-CUP-20-03

CITY OF ASHEBORO
Application for Conditional Use Permit

BASIC INFORMATION

The granting of a Conditional Use Permit is a quasi-judicial process requiring sworn testimony. The testimony given should be directed at providing evidence that supports the application. Such evidence shall address the following four items. Failure to address these items will result in the delay or denial of your request.

1) That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.

2) That the use meets all required conditions and specifications.

3) That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity, and

4) That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the plan of development of Asheboro and its environs.

The City Council shall make these general findings based upon substantial evidence contained in the proceedings. It shall be the responsibility of the applicant to present evidence in the form of testimony, exhibits, documents, models, plans, and the like to support the application for a Conditional Use Permit.

I have read and received a copy of the above information regarding the testimony and the evidence required at the public hearing for the Conditional Use Permit for which I have made an application. I understand my responsibilities in this matter. I have also received the opinion of the North Carolina Bar Association regarding legal representation in quasi-judicial proceedings.

Applicant Kenneth P. Gallmore

Date 3-12-20

Received by staff: BAM - 3-13-2020

146 N. Church St., Asheboro, NC 27203
Telephone: (336) 626-1201; Fax: (336) 626-1218; www.asheboronc.gov

HULL
PROPERTY
GROUP

May 6, 2020

Trevor Nuttall
City of Asheboro
146 Church Street
Asheboro, North Carolina 27203

Reference:

1. **RZ Case Number RZ/CUP-20-03;**
2. **1420 East Salisbury Street Asheboro, North Carolina**
3. **Application For Zoning Ordinance/Map Amendment;**
4. **Current Zoning R-10;**
5. **Requested Zoning District – CU I-2.**

Dear Mr. Nuttall:

I appreciate you permitting me to submit this letter on behalf of Asheboro Mall, LLC the owner of the Asheboro Mall. My Company, Hull Property Group, LLC, act as the managing agent for the Asheboro Mall. I am sending this letter to provide you with the Mall's input regarding the above-referenced request for rezoning.

As you know, the parcel proposed for rezoning is in the prime retail corridor for the Randolph County-Asheboro area and is situated immediately adjacent to the Mall. The Asheboro Mall's goal is that the Mall and the surrounding retail corridor provide the City, and City and their visitors a First-Class retail experience.

A review of the application and related documents reveals that the requested uses of the property are for auto-body repair shop and automobile sales. The proposed site-plan, to be implemented if the rezoning request is approved, indicates an intention to utilize chain-link fencing around the property without any substantial screening. The site plan also indicates that the proposed buildings will have metal siding.

In order to help preserve the surrounding the area's position s the prime retail destination for the area, the Asheboro Mall is requesting that if the City grant the requested zoning and conditional use requests that certain conditions be attached to any such approvals. The Asheboro Mall is requesting that any approval of the rezoning/conditional use be conditioned upon (1) any buildings on the property having a commercial façade (2) the buildings should be finished on three sides (3) that any storage of automobiles on the property be interim in nature and limited to that time necessary to conduct repairs and / or sales so that the property does not become a

1190 Interstate Parkway
Augusta, GA 30909
P. 706.863.2222
www.hullpg.com

repository for "junk cars" or "scrap yard" (4) that any approved site plan provide for First-Class screening of any vehicles being stored for repairs as well as First-Class screening of any dumpsters or other waste receptables, (5) that the fencing around the property be either vinyl or wooden shadow box fencing and (6) that any final site-plan be required to demonstrate and establish a plan for storm-water management that will not result in burdening the mall property in any fashion.

I appreciate your kind attention to this matter. I am available to discuss further if you so desire. My direct line number is 706-434-1743.

Very Truly Yours,

HULL PROPERTY GROUP, LLC

John M. Markwalter
Associate General Counsel

1190 Interstate Parkway
Augusta, GA 30909
P. 706.863.2222
www.hullpg.com

CUP-20-04: Request for a conditional use permit authorizing a commercial development with multiple uses and structures at 1226 East Dixie Drive (Randolph County Parcel Identification Number 7760584122)

Conditional Use Permit Staff Report

CUP Case No. CUP-20-04 5/7/2020 City Council

General Information

Name Tricor International LLC

Address 270 W. New England Avenue
Winter Park FL 32789

Phone 407-304-6738 & 336-378-5412

Pin # 7760584122

Location 1226 E. Dixie Dr.

RequestedAction: Conditional Use Permit for Commercial Development with multiple uses and/or structures

Existing Zone CU-B2

Existing Land Use Conditional Use Permit for Commercial Development with multiple uses and/or structures

Size 22.11 acres +/-

Applicant's Reason as stated on application

Multi-Use Commercial Development

Surrounding Land Use

North Commercial

East Commercial/Residential (including undeveloped buffer)

South Residential

West Undeveloped Commercial

Zoning History CUP-98-21: March 5, 1998- The property was rezoned from R10 to CU-B2 and a Conditional Use Permit for a retail/commercial development (AKA commercial development with multiple uses and/or structures) was issued.

Growth Strategy Map Primary Growth

Proposed L D P Map Commercial

Legal Description

The property of Tricor International, LLC, located at 1226 E. Dixie Dr., totaling approximately 22.12 acres +/-, and more specifically identified by Randolph County Parcel Identification Number 7760584122. ***Legal notices were mailed to adjoining property owners on Monday, April 20, 2020.***

Analysis

1. The property is located in the city limits.
2. East Dixie Drive (US Hwy. 64) is a state-maintained boulevard.
3. The property is subject to a Conditional Use Permit for that was issued when the property was developed in 1998. The permit was for a retail/commercial use, synonymous with the current zoning ordinance classification "commercial development with multiple uses and/or structures." This use allows all uses permitted by right in the B2 zoning district in accordance with the Conditional Use Permit.
4. The modification to this permit includes the proposed addition of an 8,400 SF structure for additional uses and reconfiguration of parking. The proposed structure is located within the interior of the property between the existing commercial development and East Dixie Drive.
5. Other than the modification described in (4) above, the remaining conditions/restrictions related to the previously approved Conditional Use Permit that are not already addressed by the zoning ordinance are proposed to remain in place.
6. As required by the Ordinance, additional plantings will be required within the newly reconfigured parking area serving this addition. Other buffering and screening required by the zoning ordinance and requirements of the previous Conditional Use Permit will be required to be maintained on the property.

LDP Conformity Issues

Conditional Use Permit Staff Report

Staff Comments

Suggested Conditions

Draft Conditions as of 4/30/2020:

(A) The uses approved shall be a commercial development with multiple uses and/or structures.

(B) The continued maintenance of all required berms, fences, buffers and landscaping, as required by the previous Conditional Use Permit CUP-98-21 shall be the responsibility of the property owner.

(C) Parking lot sweeping operations are restricted to the hours of 7:00 AM to 10:00 PM, Mondays through Saturdays. On Sundays, the hours shall be restricted to the hours 9:00 AM to 10:00 PM.

(D) Trash collection will be restricted to the hours of 8:00 AM to 5:00 PM.

(E) Access to Inwood Road or Brower's Chapel Road shall not be permitted.

(F) All requirements of Section 317A Performance Standards for Commercial Districts shall be met and maintained.

(G) The property owner shall provide the standard 20' easement to the City of Asheboro for maintenance purposes from the existing city-maintained water line up to and including the new fire hydrant and meter. Surveying and construction drawings for DEQ permitting/easement drafting will be developer's responsibility

(H) Trucks loading or unloading or waiting to load or unload shall not be allowed to idle.

(I) At site plan review, the City may require blanket easements for trash pickup, electrical infrastructure, parking, sewer, and other utilities that were approved as part of the original 1998 conditional use permit.

(J) The rear walls of the existing Wal-Mart Supercenter located on the zoning lot will continue to be finished in earth tone colors encompassing all shades of white, gray, or light or dark colors that do not call visual attention to it. High intensity colors, metallic colors, or fluorescent colors shall be prohibited.

(K) Prior to the issuance of a zoning compliance permit, documentation that the proposal is acceptable to NCDOT shall be provided.

(L) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the owner(s) of the Zoning Lot shall properly execute, and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Use Permit in the chain of title for the Zoning Lot.

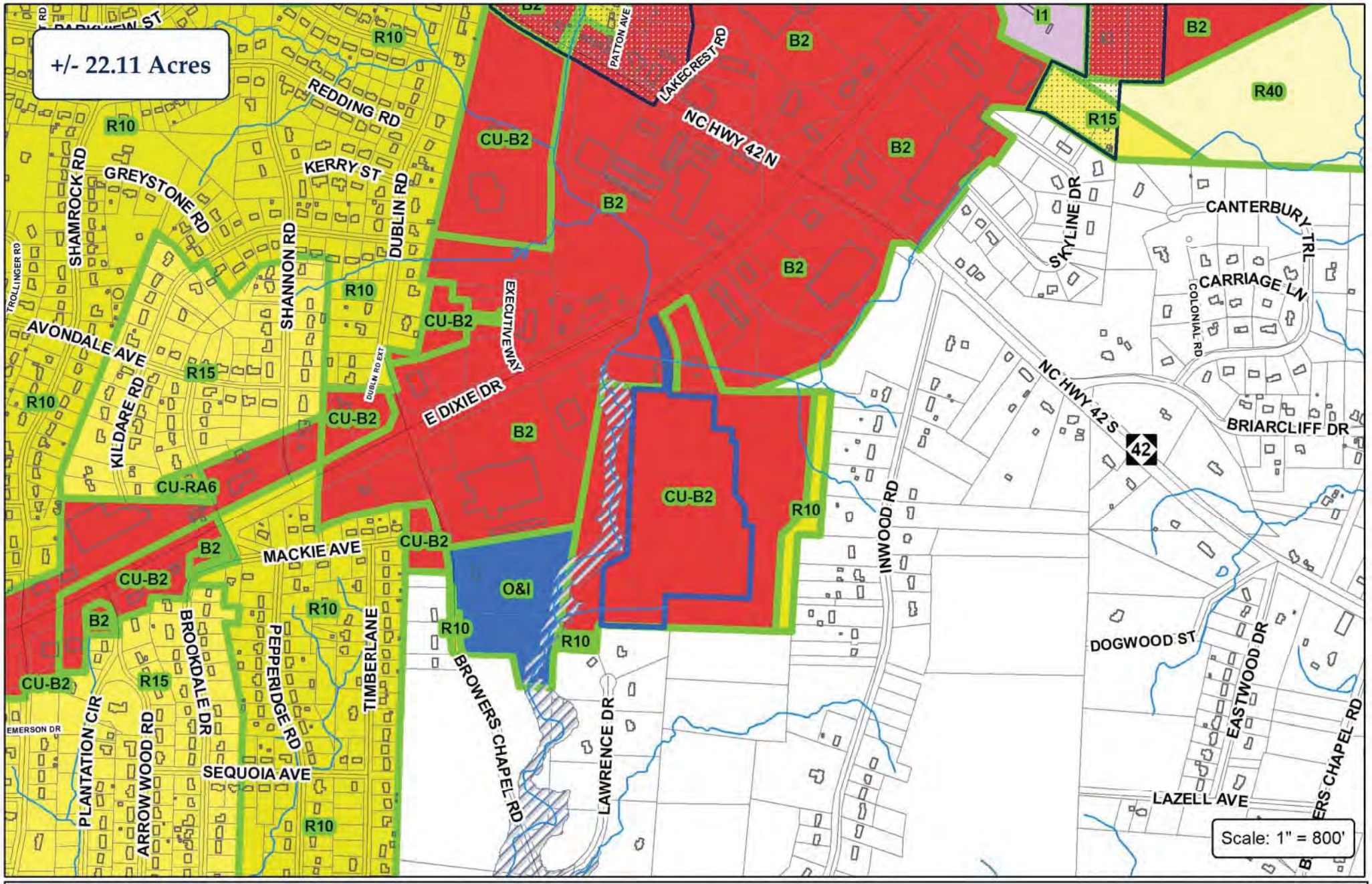
Staff Note: Conditions on the property included in Conditional Use Permit 98-21 that are not part of this request remain in full effect.

For Conditional Use Permit Hearings:

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

1. That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted an 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 abuting property, or that the use is a public necessity,
4. That the location and character of the use if developed according to the plan as submitted and approved is in harmony with the area in which it is to be located and in general conformity with the plan of development of Asheboro and its environs.

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



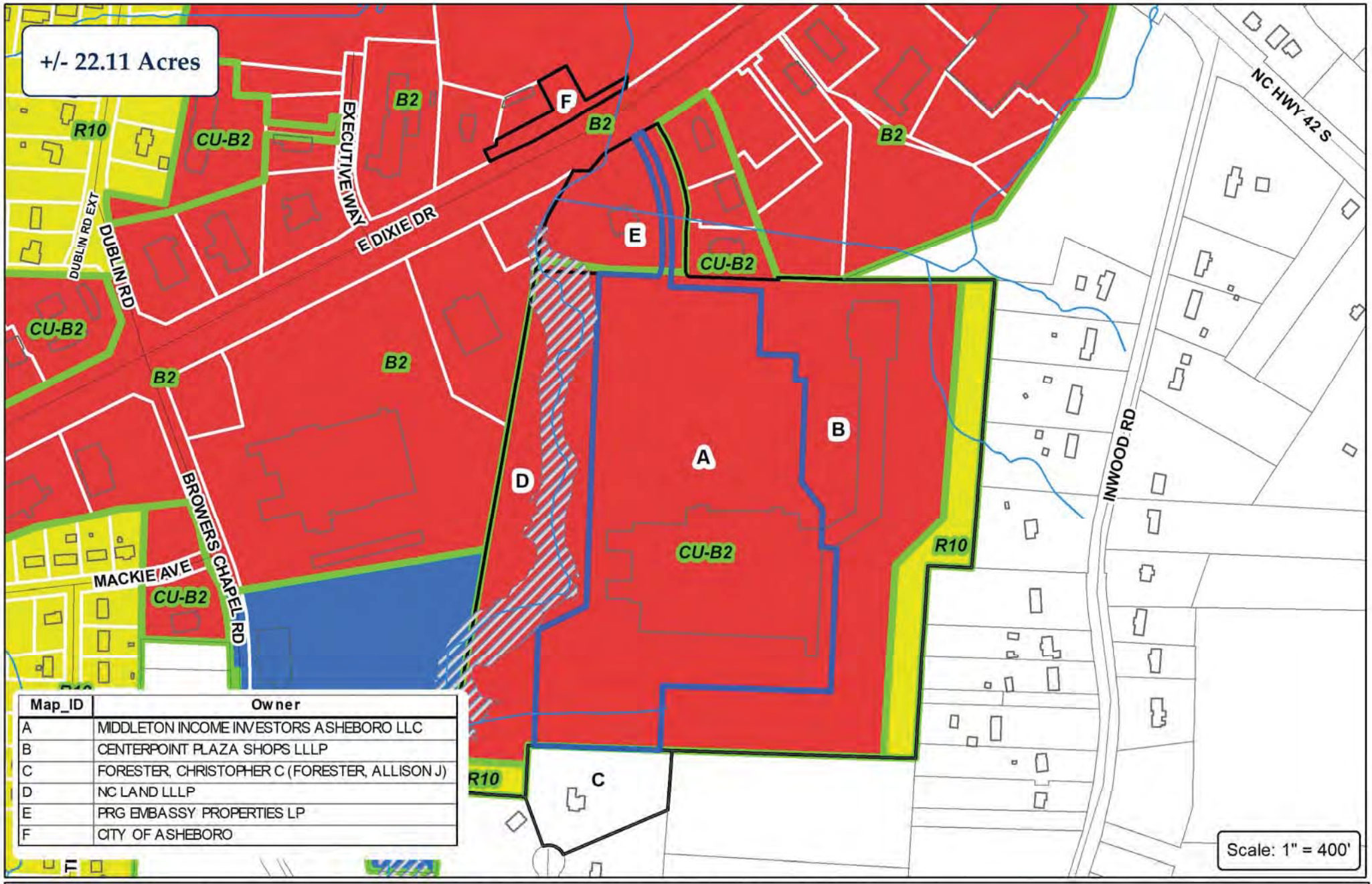
CITY OF ASHEBORO
NORTH CAROLINA
Exactly where you want to be.

City of Asheboro Planning & Zoning Department

Conditional Use Permit: CUP-20-04

Parcel: 7760584122

Subject Property
ETJ



Map_ID	Owner
A	MIDDLETON INCOME INVESTORS ASHEBORO LLC
B	CENTERPOINT PLAZA SHOPS LLLP
C	FORESTER, CHRISTOPHER C (FORESTER, ALLISON J)
D	NC LAND LLLP
E	PRG EMBASSY PROPERTIES LP
F	CITY OF ASHEBORO

CITY OF ASHEBORO
NORTH CAROLINA
Exactly where you want to be.

ETJ

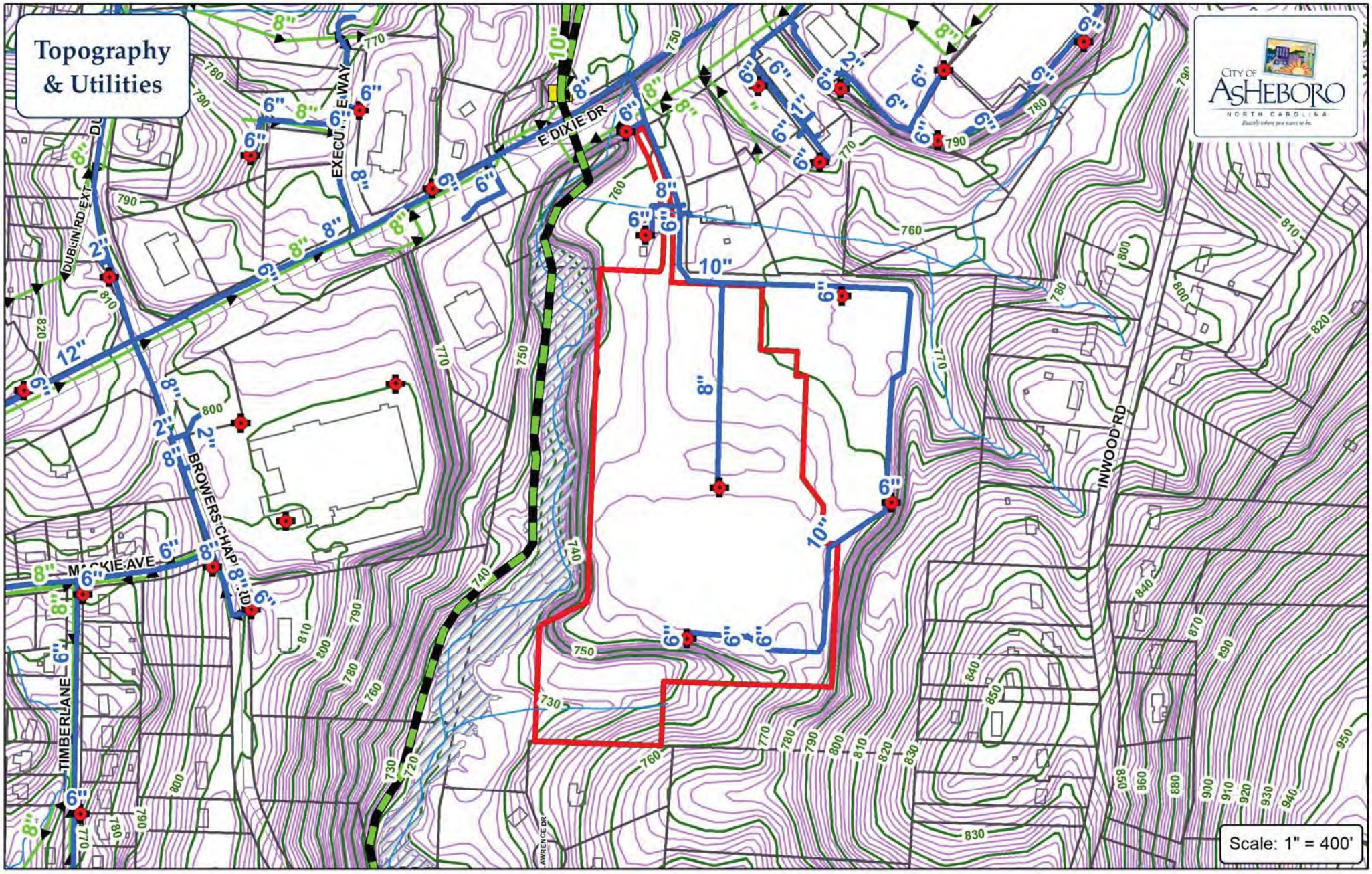
City of Asheboro Planning & Zoning Department

Rezoning Case: CUP-20-04

Parcel: 7760584122

Subject Property
Adjoining Properties
Zoning

W E S



Water Main

Sewer Main

Force Main

Fire Hydrant

Pump Station

City of Asheboro
Planning & Zoning Department

Rezoning Case: CUP-20-04

Parcel: 7760584122

Subject Property

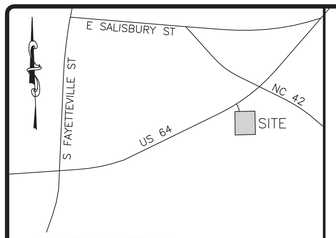
City of Asheboro Planning & Zoning Department

Rezoning Case: CUP-20-04

Parcel: 7760584122

Subject Property

Zoning



LOCATION SKETCH
NOT TO SCALE

ASHEBORO COMMONS WM

1226 E DIXIE DRIVE

ASHEBORO, NORTH CAROLINA

BEFORE YOU DIG, CALL 811
NORTH CAROLINA ONE CALL CENTER
www.ncocc.org

INDEX

COVER	COVER SHEET
CE-01	EXISTING CONDITIONS
CE-02	SITE and UTILITY PLAN
CE-03	LIGHTING PLAN
CE-04	TRUCK TURN PLAN
CE-05	ALTA SURVEY

General Notes:

1. Topographical data performed by FREELAND & ASSOCIATES, INC.
2. The contractor shall notify and cooperate with all utility companies or firms having facilities on or adjacent to the site before disturbing, altering, removing, relocating, adjusting or connecting to said facilities.
3. All excavation is unclassified and shall include all materials encountered.
4. All structural fill material shall be free of all sticks, rocks, and clumps of mud.
5. Unusable excavated materials and all waste resulting from clearing and grubbing shall be disposed of off-site by the contractor in an approved solid waste landfill.
6. Location of underground utilities are approximate and must be field verified. Contact the NC One Call Center at least 72 hours prior to digging @ 1.800.632.4949. FREELAND & ASSOCIATES, has only located the utilities that are above ground at the time of field survey. Underground lines shown hereon are approximate or as reported by various responsible parties. The surveyor does not guarantee that any underground structures such as utilities, tanks and pipes are located hereon.
7. All pipe lengths are horizontal distances and are approximate.
8. All work shall comply with all applicable codes, regulations, and/or local standards imposed by the TWSA and NCDOT.
9. All construction and materials shall meet NCDOT standards, latest edition. All work within within NCDOT right-of-way shall meet the specifications and standards of NCDOT.
10. All concrete pipe is to be ASTM C-76, Class III with ram-nek.
11. This property is not located in a Flood Hazard Zone per FEMA Map. Ref. No. (3700764100J), dated April 19, 2010.
12. All lot dimensions shown are approximate. Consult the boundary survey of actual site boundary information.
13. The contractor shall be responsible for all work zone traffic control in or adjacent to NCDOT right-of-way. All signs, pavement markings and other traffic control devices shall conform to the Manual on Uniform Traffic Control Devices (MUTCD), 2003 edition as amended.
14. Prior to placing CABC stone base, the contractor should notify the Geotechnical Engineer to inspect and proof roll the subgrade. Any stone place without prior approval will be the sole responsibility of the contractor.
15. DESIGN/FIELD CONDITIONS quite easily may vary from that represented in the initial soils report and/or topographical report. Isolated areas may show up weak and adverse soils or groundwater conditions may be discovered that were not revealed during the initial soils investigation. Therefore, the Contractor is to be aware that Stocks Engineering, P.A. will not and cannot be held responsible for any failures to either a street or parking lot pavement design as a result of soil conditions.
16. All utility services, (power, telephone, cable, etc.) are proposed to be underground. Do not seed or mulch disturbed areas until all underground utilities have been installed.
17. Reserved.
18. Property is to be served by Public Sewer and Water.
19. No taps shall be made into the existing water system without prior 48 hours to TWSA. An inspector from TWSA shall also be present at the time of the tap.
20. Regulatory signs, stops signs and street name signs shall be manufactured from high intensity reflective materials.
21. All excess topsoil and unclassified excavation is to be hauled off-site, unless otherwise directed by the owner.
22. All site construction must be inspected by The Project Engineer or Architect, as applicable, at the following stages:
    A. Completion of grading subgrade prior to placing Stone Base.
    B. Completion of Stone placement prior to paving.
    C. Final inspection when all work is complete.
23. The surveyor did not visibly see any cemeteries in any open areas unless otherwise noted.
24. This property does not depict encumbrances that are found during a thorough title search.
25. Concrete Sub shall be responsible for all score joints and expansion joints.
26. All on-site curb and gutter to be as shown on plans. Curb and gutter within NCDOT right-of-way to be 30" standard.
27. All curb and gutter and sidewalk concrete is to be minimum 3,000 psi at 28 days, air entrained.
28. Contractor to furnish all paint striping and thermoplastic (as required by NCDOT) as shown.
29. All dimensions are to edge of pavement (EOP) unless indicated otherwise.
30. Contractor SHALL NOT POUR any concrete before forms are inspected by the Civil engineer and/or owner. Any concrete that has not been approved by the engineer and/or owner will be the responsibility of the contractor.
31. Contractor shall saw-cut to provide smooth transitions where existing asphalt and/or curb and gutter is to be removed.
32. The contractor shall provide all the material and appurtenances necessary for the complete installation of the utilities. All pipe and fittings shall be inspected prior to being covered. A minimum of 24 hours notice shall be given to the inspector prior to covering pipe or blockings.
33. Information concerning underground utilities was obtained from available records and field conditions when possible, but the contractor must determine the exact location and elevation of all existing utilities by digging test pits by hand at all utility crossings well in advance of trenching. If the clearances are less than specified on the plans or 12 inches, which ever is less, contact the project engineer and the Owner prior to proceeding with construction.
34. The contractor is responsible for the design and implementation of all required/necessary sheeting, shoring, and special excavation measures required on the project to meet OSHA, Federal, State and Local regulations pursuant to the installation of the work indicated on the drawings. The Owner and Stocks Engineering, P.A. accept no responsibility for the design to install said items.
35. The contractor shall include in the contract price daily record keeping of the as-built condition of all of the underground utilities, construction stakeout associated with the project. Preparation of the necessary/required as-built plans to be submitted to TWSA and all other information required in connection with release of bonds. A copy of the as-built plans should be delivered to the TWSA.
36. All water line and sewer line installation shall conform to the standards and details of the TWSA and the State of North Carolina Department of Health Construction Permit.
37. The Land Disturbance Permit must be kept on the work site and shown upon request.
38. The contractor shall include in the contract price all material and labor associated with the testing of the water and sewer lines required by TWSA.
39. The contractor shall include in the contract price any de-watering necessary to construct the project as shown on the plans.
40. The contractor shall include in the price, any and all costs associated with providing a professional engineer on site if required, during the construction of the storm water management facilities, underground utilities, etc. as required for as-built certification.
41. All grass, topsoil and 'building debris material' dumped onsite shall be removed in the base bid prior to placement of structural fill material.
42. All generated waste shall be disposed of off-site in an approved landfill location.

GENERAL NOTES: (LOCAL JURISDICTION)

1. Any discrepancies in layout should be brought to the Engineer's attention prior to construction.
2. Written dimensions supercede scaled dimension. All dimensions are edge of pavement, unless noted otherwise. If dimensions not shown, contractor shall submit RFI and not attempt to scale dimensions from drawings.
3. All materials, installation, testing and inspection of water and sewer utilities to meet current TWSA standards.
4. All streets noted as "PUBLIC" shall meet NCDOT minimum standards.
5. All lots to be served by public water and public sewer.
6. A 10' utility, drainage and road maintenance easement is reserved along and adjacent to all street right of ways.
7. Flared end sections are to be used on both inlet and/or outlet ends of storm sewer unless otherwise noted.
8. Fire hydrants are to be installed as shown on plans.
9. Maintain minimum 3' cover for all water pipe.
10. Waterline pipe shall be Class 50 DIP unless otherwise noted
11. Corporation stops shall be rated a minimum of 300 PSI.
12. Where Waterline Crosses:
    A. Sanitary Sewer: Waterline shall cross above and maintain 2' vertical separation or 10' of horizontal separation. If this separation cannot maintain or if waterline passes below sewer line then both waterline and sewer line shall be class 50 ductile iron pipe for a minimum of 10' each side of crossing.
    B. Storm Sewer: Where waterline crosses above maintain 2' vertical separation.
    If this separation cannot be maintained or where waterline and/or sanitary sewer crosses below storm sewer, waterline and/or sanitary sewer shall be class 50 ductile iron pipe for minimum of 10' each side of crossing.
13. All gravity sewer line is SDR 35 PVC except as follows: All sewer line less than 3' deep or greater than 14' deep shall be minimum class 50 ductile iron.
14. Each prime contractor performing excavations or underground work shall be responsible for the location of any existing utilities in the area of their work. Notify the utility locator service (1-800-632-4949) at least 72 hours prior to commencing construction in order that existing utilities in the area may be flagged and staked. Contractor shall use all care necessary when working in areas known or suspected to contain underground utilities, including hand digging.
15. The contractor is responsible for relocating any existing utilities that conflict with the proposed construction. In addition, the contractor is responsible for repair and replacement of any utilities, curb and gutter, pavement, etc. that may be damaged during construction. Damaged items shall be repaired to at least the quality of the original workmanship. The contractor shall field verify depth of existing utilities and relocate if proposed grading causes utility cover to be less than minimum required.
16. All temporary erosion control measures shall be inspected after each rain event and necessary repairs shall be done as required.
17. Fees will be calculated once building permit is dropped off, and all fees will need to be paid at the time the building permit is picked up.
18. Final zoning approval will not be given until all approved permits from other agencies are on file with the Town (DWQ, NCDOT, etc.)

SITE INFORMATION

PROJECT NAME:	ASHEBORO COMMONS WM ASHEBORO, NC
LOCATION:	1226 E DIXIE DR ASHEBORO, NC 27203
COUNTY:	RANDOLPH COUNTY
PIN:	7760584122
DEED BOOK/PAGE:	2676/262
TOTAL WALMART ACREAGE:	22.11 Ac.
SITE ACREAGE:	0.74 Ac.
ZONING:	CU-B2
EXISTING USE:	WALMART
PROPOSED USE:	MULTI-USE COMMERCIAL
TOTAL BUILDING SIZE:	8,400 Sq. Ft.
EX. IMPERVIOUS AREA:	35,583 SF
PRO. IMPERVIOUS AREA:	28,120 SF
MAX BUILDING HEIGHT:	35'
REQUIRED PARKING:	2 LOADING SPACES 5 SPACES PER 1,000 SF 8,400 / 1000 = 8.4 8.4 x 5 = 42 SPACES
PARKING PROVIDED:	41 REGULAR SPACES 2 H.C. (VAN ACCESSIBLE) 2 LOADING SPACES
DISTURBED AREA:	±0.85 AC.

Owner/Developer:

TRICOR
270 W New Engladn Ave
Winter Park, FL 32789
Contact: Curt Miller
curt@tricor.net
Phone: 1.407.304.2040

Civil Engineering:

STOCKS ENGINEERING
801 EAST WASHINGTON STREET
NASHVILLE, N.C. 27856
P.O. BOX 1108
PHONE: (252) 459-8196
WWW.STOCKSENGINEERING.COM

Contact: J. Michael Stocks, PE
mstocks@stocksengineering.com
License Number: 19843

Surveyor:

FREELAND
SURVEYORS • ENGINEERS

FREELAND & ASSOCIATES, INC.
323 WEST STONE AVE.
GREENVILLE S.C. 29609
TEL. (864) 271-4924 FAX: (864) 233-0315
EMAIL: info@freeland-associates.com

LET ME GET YOU SOMETHING TO EAT, SO YOU CAN BE REFRESHED AND THEN GO ON YOUR WAY..... GENESIS 18:5

STOCKS ENGINEERING
801 EAST WASHINGTON STREET
NASHVILLE, N.C. 27856
P.O. BOX 1108
PHONE: (252) 459-8196
WWW.STOCKSENGINEERING.COM

BLN-C-1874

ASHEBORO COMMONS WM
ASHEBORO, NORTH CAROLINA

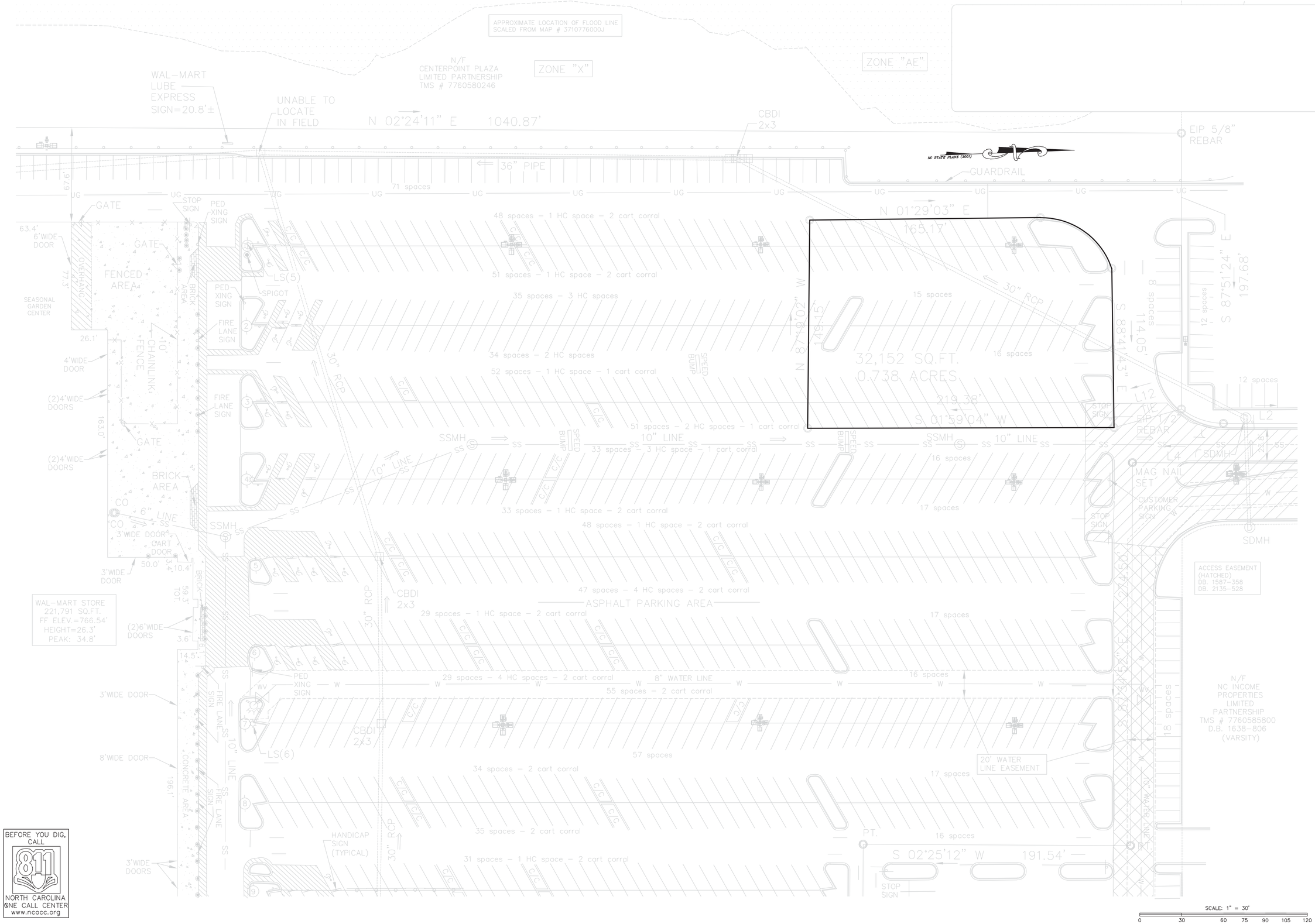
NORTH CAROLINA PROFESSIONAL SEAL 19843 ENGINEER J. MICHAEL STOCKS
4/21/2020

COVER

REVISIONS

FILE NO.	2020-19
HORZ. SCALE:	NONE
VERT. SCALE:	NONE

COVER



BEFORE YOU DIG, CALL 811
NORTH CAROLINA ONE CALL CENTER
www.ncocc.org

The Lord is a refuge for the oppressed, a stronghold in times of trouble. Psalm 9:9

STOCKS ENGINEERING

BLN-C-1874

ASHEBORO COMMONS WM
ASHEBORO, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL 19843 ENGINEER MICHAEL STOCKS

4/21/2020

EXISTING CODITIONS

REVISIONS

FILE NO. 2020-019
HORZ. SCALE: 1" = 30'
VERT. SCALE: NONE

CE-01

PLANTING SCHEDULE

QUANTITY	COMMON NAME	LATIN NAME	SIZE @ PLANTING
2	RED MAPLE	Acer rubrum	2 1/2" CALIPER AND 8' TALL
29	DWARF BURFORD HOLLY	Ilex cornuta 'Burford Nana'	18" TALL (3 GAL.)

PLANTING LEGEND

CANOPY TREE (35' MATURE HEIGHT)
2 1/2" CALIPER AND 8' TALL @ PLANTING
(RED MAPLE)

DWARF BURFORD HOLLY

(SIDEWALKS)
LIGHT DUTY
RIGID PAVEMENT
NOT TO SCALE
3,000 PSI CONC.
@ 28 DAYS
4" THICK
COMPACTED SUBGRADE

HEAVY DUTY
FLEXIBLE PAVEMENT
NOT TO SCALE
2" SF9.5B
ASPHALT
OVER
2" D19.0B
ASPHALT
8" CABC
COMPACTED SUBGRADE

SITE INFORMATION

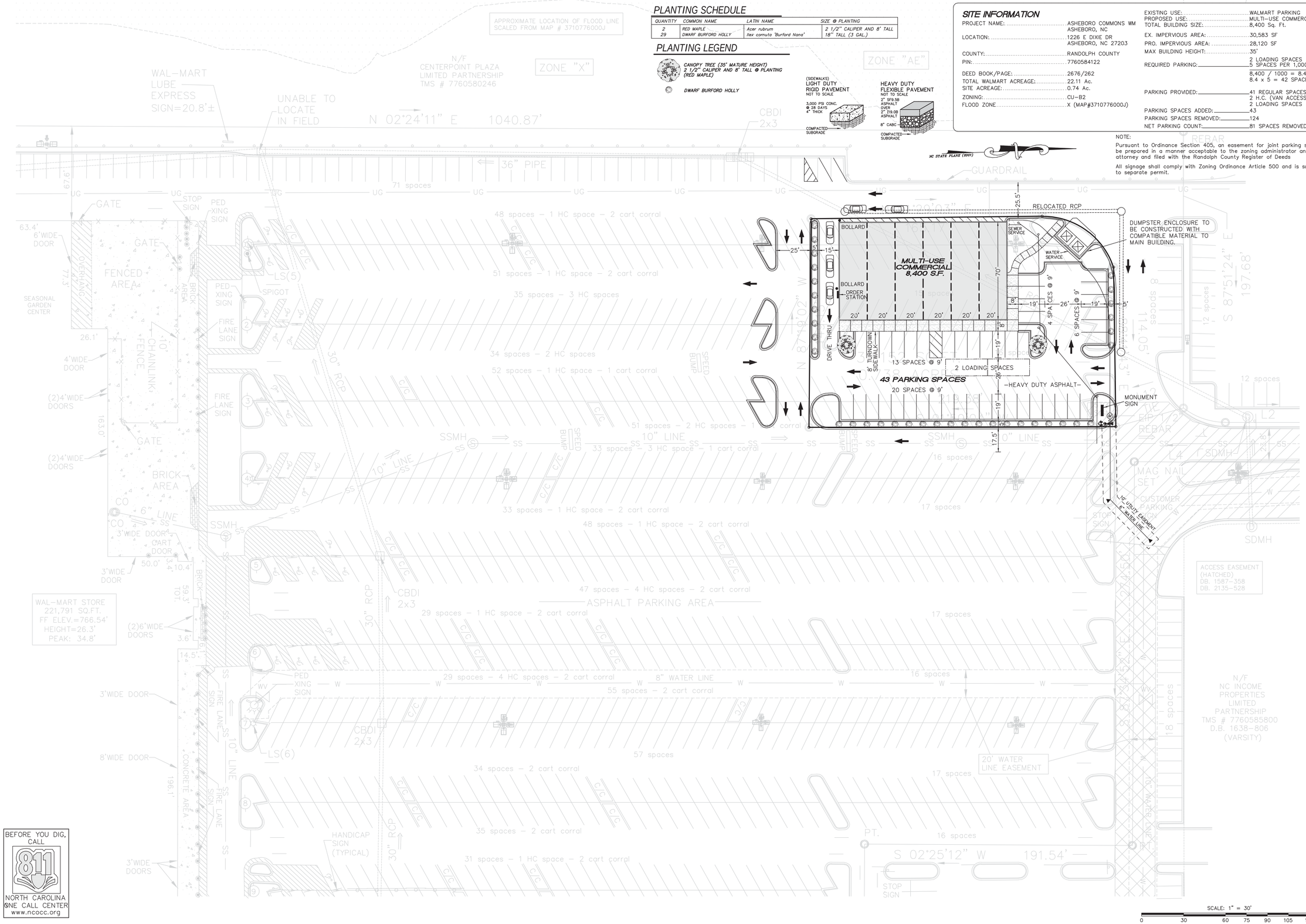
PROJECT NAME: ASHEBORO COMMONS WM
ASHEBORO, NC
LOCATION: 1226 E DIXIE DR
ASHEBORO, NC 27203
COUNTY: RANDOLPH COUNTY
PIN: 7760584122
DEED BOOK/PAGE: 2676/262
TOTAL WALMART ACREAGE: 22.11 Ac.
SITE ACREAGE: 0.74 Ac.
ZONING: CU-B2
FLOOD ZONE X (MAP#3710776000J)

EXISTING USE: WALMART PARKING
PROPOSED USE: MULTI-USE COMMERCIAL
TOTAL BUILDING SIZE: 8,400 Sq. Ft.
EX. IMPERVIOUS AREA: 30,583 SF
PRO. IMPERVIOUS AREA: 28,120 SF
MAX BUILDING HEIGHT: 35'
REQUIRED PARKING: 2 LOADING SPACES
5 SPACES PER 1,000 SF
8,400 / 1000 = 8.4
8.4 x 5 = 42 SPACES
PARKING PROVIDED: 41 REGULAR SPACES
2 H.C. (VAN ACCESSIBLE)
2 LOADING SPACES
PARKING SPACES ADDED: 43
PARKING SPACES REMOVED: 124
NET PARKING COUNT: 81 SPACES REMOVED

NOTE:
Pursuant to Ordinance Section 405, an easement for joint parking shall be prepared in a manner acceptable to the zoning administrator and city attorney and filed with the Randolph County Register of Deeds

All signage shall comply with Zoning Ordinance Article 500 and is subject to separate permit.

NC STATE PLANE (2001)



BEFORE YOU DIG, CALL 811
NORTH CAROLINA ONE CALL CENTER
www.ncocc.org

The Lord is a refuge for the oppressed, a stronghold in times of trouble. Psalm 9:9

STOCKS ENGINEERING
801 EAST WASHINGTON STREET
NASHVILLE, N.C. 27856
P.O. BOX 1108
PHONE: (252) 459-8196
WWW.STOCKSENGINEERING.COM

BLN-C-1874

ASHEBORO COMMONS WM
ASHEBORO, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL 19843 ENGINEER J. MICHAEL STOCKS
4/21/2020

SITE and UTILITY PLAN

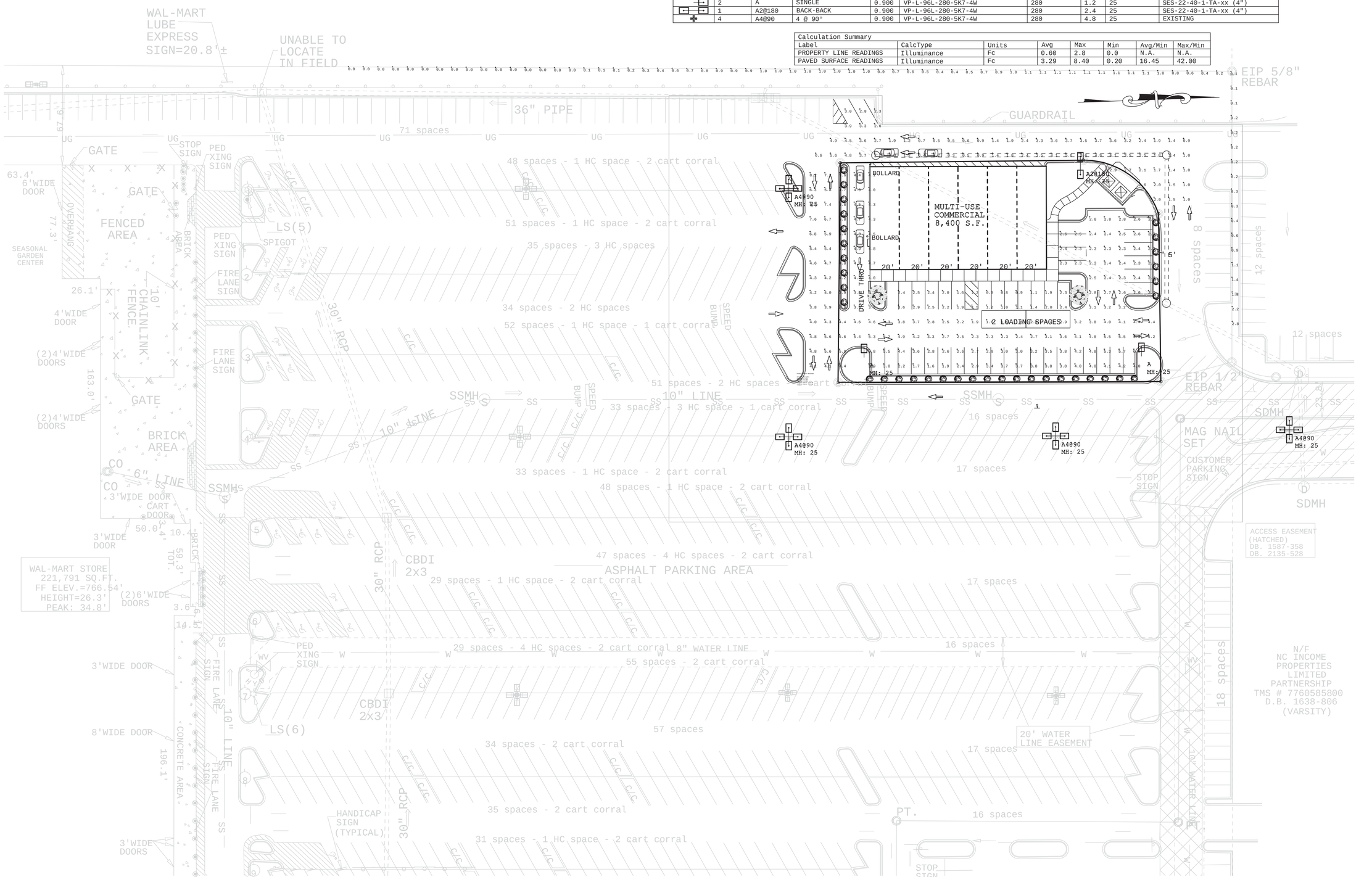
REVISIONS

FILE NO.	2020-019
HORZ. SCALE:	1" = 30'
VERT. SCALE:	NONE

CE-02

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	LLF	Description	Lum. Watts	EPA	Mtg Height	Pole Type
	2	A	SINGLE	0.900	VP-L-96L-280-5K7-4W	280	1.2	25	SES-22-40-1-TA-xx (4")
	1	A2@180	BACK-BACK	0.900	VP-L-96L-280-5K7-4W	280	2.4	25	SES-22-40-1-TA-xx (4")
	4	A4@90	4 @ 90°	0.900	VP-L-96L-280-5K7-4W	280	4.8	25	EXISTING

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PROPERTY LINE READINGS	Illuminance	Fc	0.60	2.8	0.0	N.A.	N.A.
PAVED SURFACE READINGS	Illuminance	Fc	3.29	8.40	0.20	16.45	42.00



The Lord is a refuge for the oppressed, a stronghold in times of trouble. Psalm 9:9

STOCKS ENGINEERING
801 EAST WASHINGTON STREET
NASHVILLE, N.C. 27856
PHONE: (252) 459-8196
P.O. BOX 1108
WWW.STOCKSENGINEERING.COM

BLN-C-1874

ASHEBORO COMMONS WM
ASHEBORO, NORTH CAROLINA

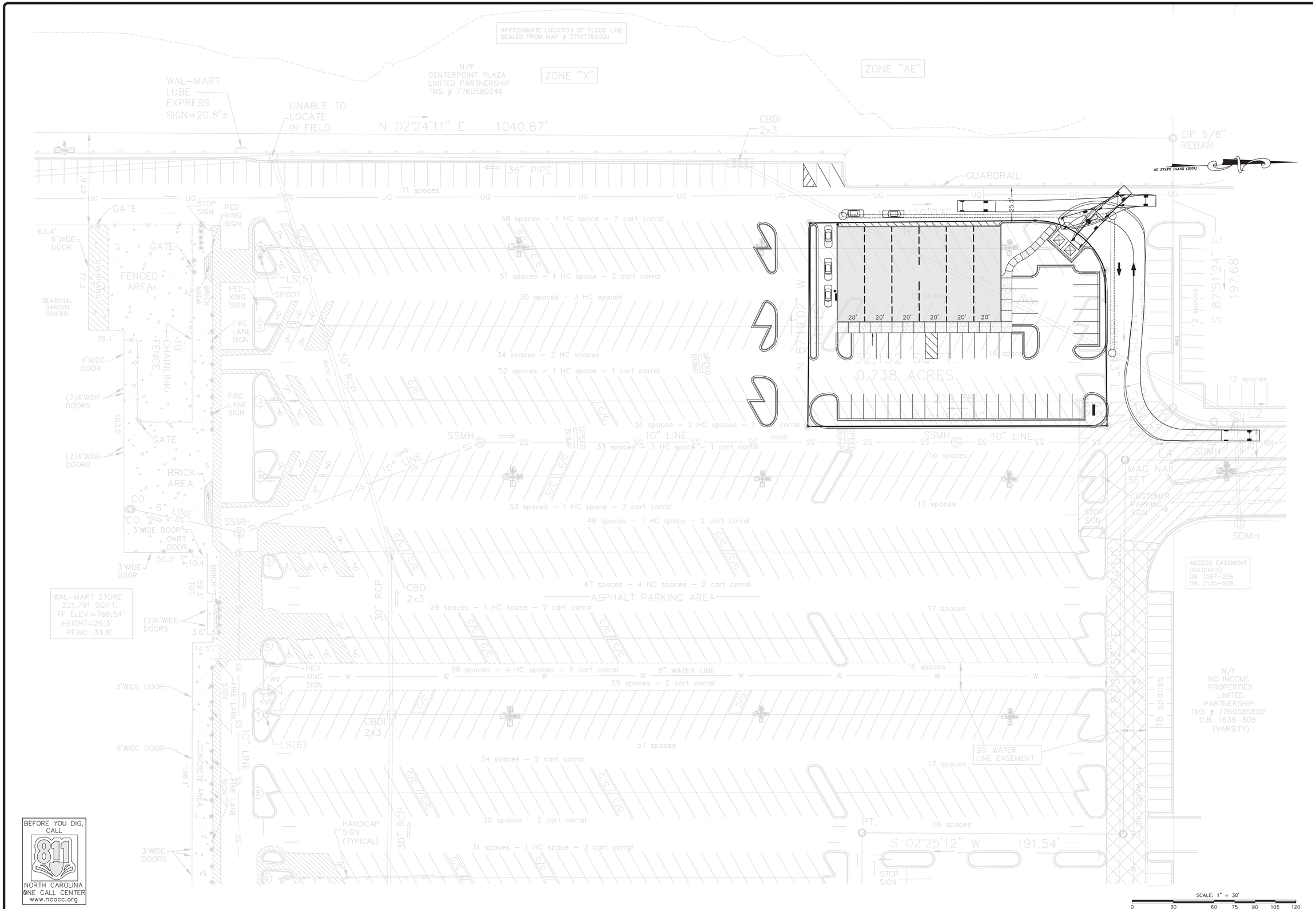
NORTH CAROLINA PROFESSIONAL SEAL 19843 ENGINEER J. MICHAEL STOCKS
4/21/2020

LIGHTING PLAN

REVISIONS

FILE NO.	2020-019
HORZ. SCALE:	1" = 30'
VERT. SCALE:	NONE

CE-03



The Lord is a refuge for the oppressed, a stronghold in times of trouble. Psalm 9:9

STOCKS ENGINEERING
801 EAST WASHINGTON STREET
NASHVILLE, N.C. 27856
P.O. BOX 1108
PHONE: (252) 459-8196
WWW.STOCKSENGINEERING.COM

BLN-C-1874

ASHEBORO COMMONS WM
ASHEBORO, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL 19843 ENGINEER MICHAEL STOCKS
J. Michael Stocks 4/21/2020

TRUCK TURN PLAN

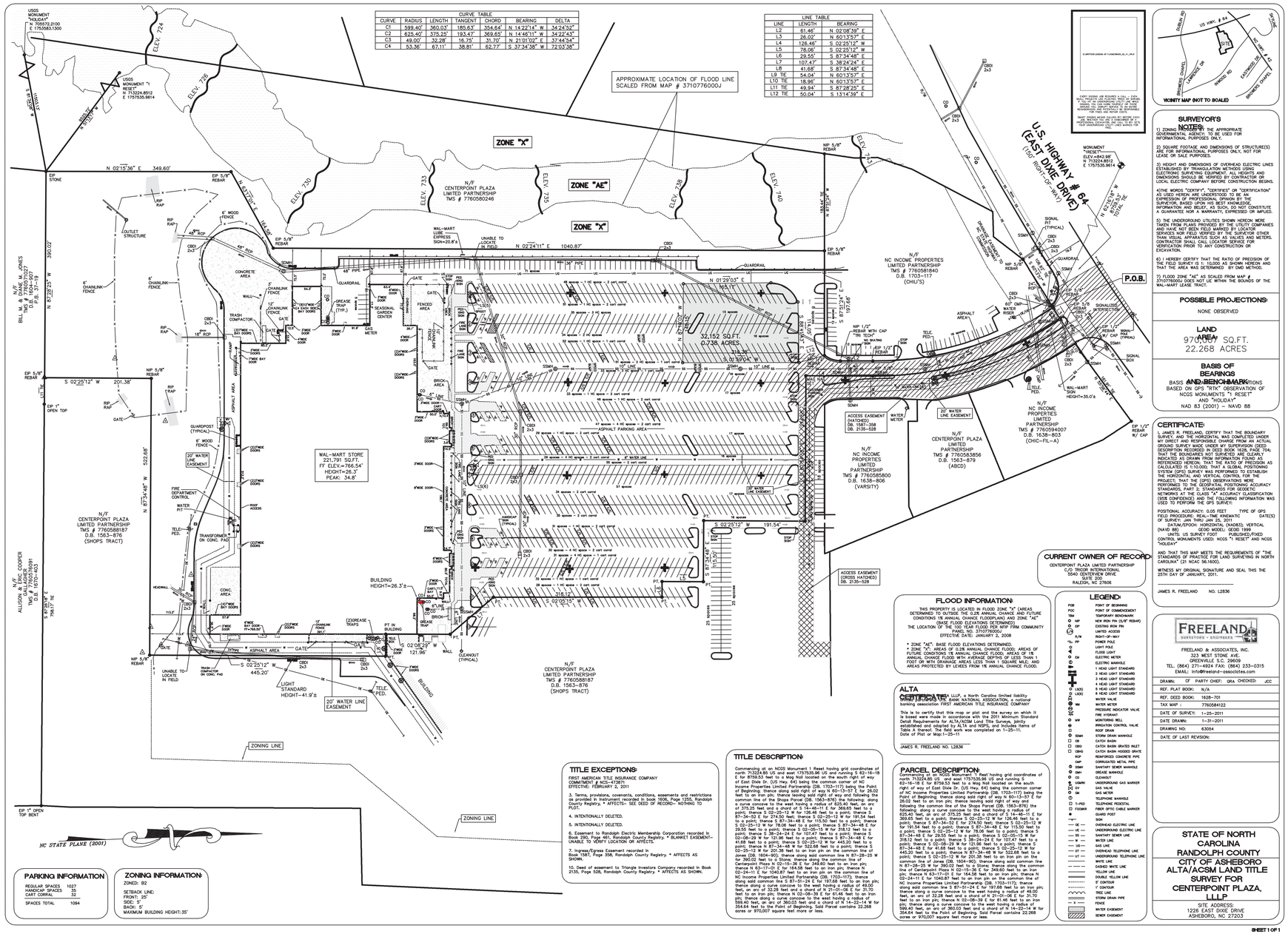
REVISIONS

FILE NO.	2020-019
HORZ. SCALE:	1" = 30'
VERT. SCALE:	NONE

CE-04

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	599.40'	360.03'	185.63'	354.64'	N 14°22'14" W	34°24'52"
C2	623.40'	375.25'	193.47'	369.65'	N 14°46'11" W	34°22'43"
C3	49.00'	32.28'	16.72'	31.70'	N 21°01'02" E	37°44'54"
C4	53.36'	67.11'	38.81'	62.77'	S 37°34'38" W	72°03'38"

LINE TABLE		
LINE	LENGTH	BEARING
L2	61.46'	N 02°08'39" E
L3	26.02'	N 60°13'57" E
L4	128.46'	S 02°25'12" W
L5	78.06'	S 02°25'12" W
L6	29.55'	S 87°34'48" E
L7	107.47'	S 38°24'24" E
L8	41.68'	S 87°34'48" E
L9 TIE	54.04'	N 60°13'57" E
L10 TIE	18.96'	N 60°13'57" E
L11 TIE	49.94'	S 87°28'25" E
L12 TIE	50.04'	S 13°41'39" E



SURVEYOR'S NOTES:

1) ZONING INFORMATION BY THE APPROPRIATE GOVERNMENTAL AGENCY; TO BE USED FOR INFORMATIONAL PURPOSES ONLY.

2) SQUARE FOOTAGE AND DIMENSIONS OF STRUCTURE(S) ARE FOR INFORMATIONAL PURPOSES ONLY, NOT FOR LEASE OR SALE PURPOSES.

3) HEIGHT AND DIMENSIONS OF OVERHEAD ELECTRIC LINES ESTABLISHED BY TRIANGULATION METHODS USING ELECTRONIC SURVEY EQUIPMENT. ALL HEIGHTS AND DIMENSIONS SHOULD BE VERIFIED BY CONTRACTOR OR LOCAL ELECTRIC COMPANY BEFORE CONSTRUCTION BEGINS.

4)THE WORDS "CERTIFY", "CERTIFIES" OR "CERTIFICATION" ARE USED TO EXPRESS THE SURVEYOR'S EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, BASED UPON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AS SUCH, DO NOT CONSTITUTE A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.

5) THE UNDERGROUND UTILITIES SHOWN HEREON WERE PLOTTED FROM PUBLIC RECORDS OF THE UTILITY COMPANIES AND HAVE NOT BEEN FIELD MARKED BY LOCATOR SERVICES NOR FIELD VERIFIED BY THE SURVEYOR OTHER THAN VISUAL APPARATUS SUCH AS VALVES AND METERS. CONTRACTOR SHALL CALL LOCATOR SERVICE FOR MARKING PRIOR TO ANY CONSTRUCTION OR EXCAVATION.

6) I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1: 10,000 AS SHOWN HEREON AND THAT THE AREA WAS DETERMINED BY DMD METHOD.

7) FLOOD ZONE "AE" AS SCALED FROM MAP # 3710776000J DOES NOT LIE WITHIN THE BOUNDS OF THE WAL-MART LEASE TRACT.

POSSIBLE PROJECTIONS:

NONE OBSERVED

LAND AREA

97,0[illegible] SQ.FT.
22.268 ACRES

BASIS OF BEARINGS AND BENCHMARK

BASIS OF BEARINGS AND ELEVATIONS BASED ON GPS "RTK" OBSERVATION OF NCGS MONUMENTS "1 RESET" AND "HOLIDAY" NAD 83 (2001) – NAVD 88

CERTIFICATE:

I, JAMES R. FREELAND, CERTIFY THAT THE BOUNDARY SURVEY, AND THE HORIZONTAL WAS COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL GROUND SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 1628, PAGE 704; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND ACCURATELY REPRESENTED ON THIS PLAT; THAT THE RATIO AS CALCULATED IS 1:10,000; THAT A GLOBAL POSITIONING SYSTEM (GPS) SURVEY WAS PERFORMED TO ESTABLISH THE HORIZONTAL AND VERTICAL CONTROL FOR THE PROJECT; THAT THE (GPS) OBSERVATIONS WERE ACHIEVED TO MEET THE ACCEPTABLE ACCURACY STANDARDS, PART 2, STANDARDS FOR GEODETIC NETWORKS AT THE CLASS "A" ACCURACY CLASSIFICATION (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY:

POSITIONAL ACCURACY: 0.05 FEET TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC DATE(S) OF SURVEY: JAN THRU JAN 25, 2011

DATUM/EPOCH: HORIZONTAL (NAD83); VERTICAL (NAVD 88) GEOID MODEL: GEOID 1999

CONTROL: NGS US SURVEY FOOT PUBLISHED/FIXED

CONTROL MONUMENTS USED: NCGS "1 RESET" AND NCGS "HOLIDAY"

AND THAT THIS MAP MEETS THE REQUIREMENTS OF "THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA" (21 NCAC 56.1600).

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 25TH DAY OF JANUARY, 2011.

JAMES R. FREELAND NO. 12836

CURRENT OWNER OF RECORD

CENTERPOINT PLAZA LIMITED PARTNERSHIP
C/O TRICOR INTERNATIONAL
5540 CENTERVIEW DRIVE
SUITE 200
RALEIGH, NC 27606

FLOOD INFORMATION:

THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO OUTSIDE THE 0.2% ANNUAL CHANCE AND FUTURE CONDITIONS 1% ANNUAL CHANCE FLOODPLAIN) AND ZONE "AE" (BASE FLOOD ELEVATIONS DETERMINED) THE LOCATION OF THE SHOPS PARCEL ON FIRM COMMUNITY PANEL NO. 3710776000J EFFECTIVE DATE: JANUARY 2, 2008

* ZONE "AE" – BASE FLOOD ELEVATIONS DETERMINED.
* ZONE "X" – AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF FUTURE CONDITIONS 1% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

LEGEND:

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
TBM	TEMPORARY BENCHMARK
IRF	NEW IRON PIN (5/8" REBAR)
IP	EXISTING IRON PIN
	LIMITED ACCESS
R/W	RIGHT-OF-WAY
PP	POWER POLE
	LIGHT POLE
	FLOOD LIGHT
EM	ELECTRIC METER
	ELECTRIC MANHOLE
	1 HEAD LIGHT STANDARD
	2 HEAD LIGHT STANDARD
	3 HEAD LIGHT STANDARD
	4 HEAD LIGHT STANDARD
LS(S)	5 HEAD LIGHT STANDARD
LS(X)	6 HEAD LIGHT STANDARD
WV	WATER VALVE
WM	WATER METER
	PRESSURE INDICATOR VALVE
	FIRE HYDRANT
MW	MONITORING WELL
	IRRIGATION CONTROL VALVE
	ROOF DRAIN
SDMH	STORM DRAIN MANHOLE
CB	CATCH BASIN
CBD	CATCH BASIN GRATED INLET
CBHG	CATCH BASIN HOODED GRATE
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
SSMH	SANITARY SEWER MANHOLE
GMH	GREASE MANHOLE
CO	CLEANOUT
UGMW	UNDERGROUND GAS MARKER
GV	GAS VALVE
GM	GAS METER
	TELEPHONE MANHOLE
T-PED	TELEPHONE PEDESTAL
FOGMW	FIBER OPTIC CABLE MARKER
	GUARD POST
OHP	OVERHEAD
OE	OVERHEAD ELECTRIC LINE
UE	UNDERGROUND ELECTRIC LINE
SS	SANITARY SEWER LINE
W	WATER LINE
GG	GAS LINE
OT	OVERHEAD TELEPHONE LINE
UT	UNDERGROUND TELEPHONE LINE
	WHITE LINE
	DASHED WHITE LINE
	YELLOW LINE
	DOUBLE YELLOW LINE
	5' CONTOUR
	1' CONTOUR
	TREE LINE
	STORM DRAIN PIPE
X	FENCE
	WATER EASEMENT
	SEWER EASEMENT

ALTA CERTIFICATE:

FIRST AMERICAN TITLE INSURANCE COMPANY, LLLP, a North Carolina limited liability limited partnership, THE BANK NATIONAL ASSOCIATION, a national banking association, FIRST AMERICAN TITLE INSURANCE COMPANY

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items of Table A thereof. The field work was completed on 1-25-11.
Date of Plat or Map:1-25-11

JAMES R. FREELAND NO. 12836

TITLE EXCEPTIONS:

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. NCS-478265
EFFECTIVE: FEBRUARY 2, 2011

3. Terms, provisions, covenants, conditions, easements and restrictions as provided in Instrument recorded in book 1606, Page 1255; Randolph County Registry. * AFFECTS– SEE DEED OF RECORD– NOTHING TO PLOT.

4. INTENTIONALLY DELETED.

5. INTENTIONALLY DELETED.

6. Easement to Randolph Electric Membership Corporation recorded in Book 290, Page 461, Randolph County Registry. * BLANKET EASEMENT– UNABLE TO VERIFY LOCATION OR AFFECTS.

7. Ingress/Egress Easement recorded in D.B.1587, Page 358, Randolph County Registry. * AFFECTS AS SHOWN.

10. Deed of easement to Triangle Investors Company recorded in Book 2135, Page 528, Randolph County Registry. * AFFECTS AS SHOWN.

TITLE DESCRIPTION:

Commencing at an NCGS Monument "1 Reset having grid coordinates of north 713224.85 US and east 1757535.96 US and running thence N 60-13-57 E for 8758.53 feet to a Mag Nail located on the south right of way of East Dixie Dr. (US Hwy. 64) being the common corner of NC Income Properties Limited Partnership (DB. 1703-117) being the Point of Beginning; thence along said right of way N 60-13-57 E for 26.02 feet to an iron pin; thence leaving said right of way and following the common line of the Shops Parcel (DB. 1563-876) the following: along a curve concave to the west having a radius of 599.40 feet and an arc of 375.25 feet and a chord of S 14-46-11 E for 369.65 feet to a point; thence S 02-25-12 W for 126.46 feet to a point; thence S 87-34-52 E for 274.50 feet; thence S 02-25-12 W for 191.54 feet to a point; thence S 87-34-48 E for 115.50 feet to a point; thence S 02-25-12 W for 78.06 feet to a point; thence S 87-34-48 E for 29.55 feet to a point; thence S 02-08-39 W for 318.12 feet to a point; thence S 38-24-24 E for 107.47 feet to a point; thence S 02-08-29 W for 121.96 feet to a point; thence S 87-34-48 E for 41.68 feet to a point; thence S 02-25-12 W for 445.20 feet to a point; thence N 87-34-48 W for 522.68 feet to a point; thence S 02-25-12 W for 445.20 feet to a point; thence N 87-34-48 W for 522.68 feet to a point; thence S 02-25-12 W for 201.38 feet to an iron pin on the common line of Jones (DB. 1604-903); thence along said common line N 87-34-48 W for 360.02 feet to a Stone; thence along the common line of Centerpoint Plaza N 02-15-36 E for 348.60 feet to an iron pin; thence N 63-17-01 E for 164.58 feet to an iron pin; thence N 02-24-11 E for 1040.87 feet to an iron pin on the common line of NC Income Properties Limited Partnership (DB. 1703-117); thence along said common line S 87-34-48 E for 107.68 feet to an iron pin; thence along a curve concave to the west having a radius of 49.00 feet, an arc of 32.28 feet and a chord of N 21-01-06 E for 31.70 feet to an iron pin; thence N 02-08-39 E for 61.46 feet to an iron pin; thence along a curve concave to the west having a radius of 599.40 feet, an arc of 360.03 feet and a chord of N 14-22-14 W for 354.64 feet to the Point of Beginning. Said Parcel contains 22.268 acres or 970,007 square feet more or less.

PARCEL DESCRIPTION:

Commencing at an NCGS Monument "1 Reset having grid coordinates of north 713224.85 US and east 1757535.96 US and running S 60-13-57 W for 8758.53 feet to a Mag Nail located on the south right of way of East Dixie Dr. (US Hwy. 64) being the common corner of NC Income Properties Limited Partnership (DB. 1703-117) being the Point of Beginning; thence along said right of way N 60-13-57 E for 26.02 feet to an iron pin; thence leaving said right of way and following the common line of the Shops Parcel (DB. 1563-876) the following: along a curve concave to the west having a radius of 599.40 feet and an arc of 375.25 feet and a chord of S 14-46-11 E for 369.65 feet to a point; thence S 02-25-12 W for 126.46 feet to a point; thence S 87-34-52 E for 274.50 feet; thence S 02-25-12 W for 191.54 feet to a point; thence S 87-34-48 E for 115.50 feet to a point; thence S 02-25-12 W for 78.06 feet to a point; thence S 87-34-48 E for 29.55 feet to a point; thence S 02-08-39 W for 318.12 feet to a point; thence S 38-24-24 E for 107.47 feet to a point; thence S 02-08-29 W for 121.96 feet to a point; thence S 87-34-48 E for 41.68 feet to a point; thence S 02-25-12 W for 445.20 feet to a point; thence N 87-34-48 W for 522.68 feet to a point; thence S 02-25-12 W for 201.38 feet to an iron pin on the common line of Jones (DB. 1604-903); thence along said common line N 87-34-48 W for 360.02 feet to a Stone; thence along the common line of Centerpoint Plaza N 02-15-36 E for 348.60 feet to an iron pin; thence N 63-17-01 E for 164.58 feet to an iron pin; thence N 02-24-11 E for 1040.87 feet to an iron pin on the common line of NC Income Properties Limited Partnership (DB. 1703-117); thence along said common line S 87-34-48 E for 107.68 feet to an iron pin; thence along a curve concave to the west having a radius of 49.00 feet, an arc of 32.28 feet and a chord of N 21-01-06 E for 31.70 feet to an iron pin; thence N 02-08-39 E for 61.46 feet to an iron pin; thence along a curve concave to the west having a radius of 599.40 feet, an arc of 360.03 feet and a chord of N 14-22-14 W for 354.64 feet to the Point of Beginning. Said Parcel contains 22.268 acres or 970,007 square feet more or less.

PARKING INFORMATION

REGULAR SPACES	1027
HANDICAP SPACES	35
CART CORRAL	32
SPACES TOTAL	1094

ZONING INFORMATION:

ZONED: B2

SETBACK LINE:
SIDE: 0' - 25'
REAR: 0'
BASIN: 5'
MAXIMUM BUILDING HEIGHT: 35'

SHEET 1 OF 1

STOCKS ENGINEERING
801 EAST WASHINGTON STREET
NASHVILLE, N.C. 27856
P.O. BOX 1108
PHONE: (252) 459-8196
WWW.STOCKSENGINEERING.COM

BLN=C-1874

ASHEBORO COMMONS WM
ASHEBORO, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL 19843 ENGINEER MICHAEL STOCKS
4/21/2020

ALTA SURVEY

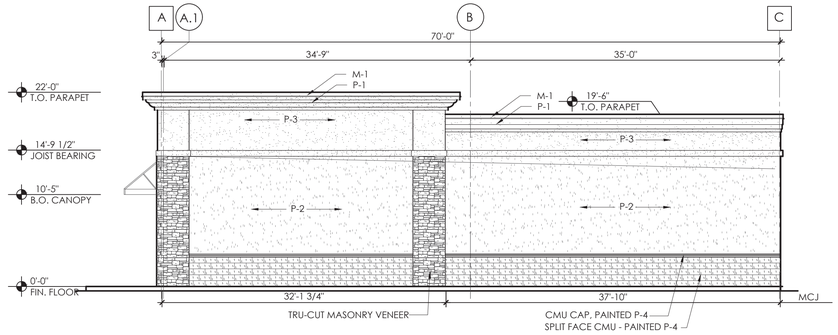
REVISIONS

FILE NO.	2020-19
HORZ. SCALE:	NONE
VERT. SCALE:	NONE

CE-05

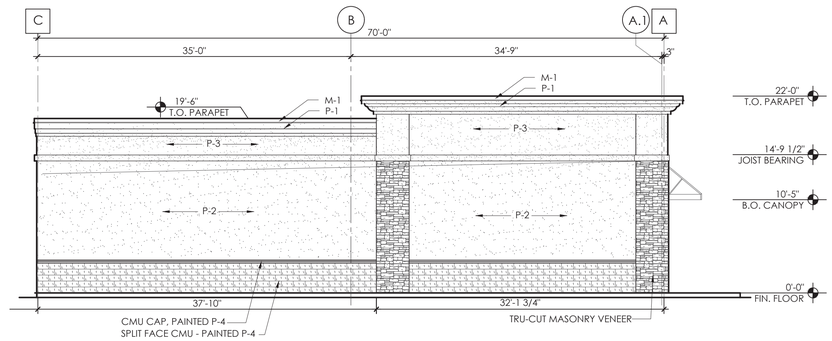
SCALE: 1" = 100'
0 100 200 250 300 350 400

LET ME GET YOU SOMETHING TO EAT, SO YOU CAN BE REFRESHED AND THEN GO ON YOUR WAY..... GENESIS 18:5



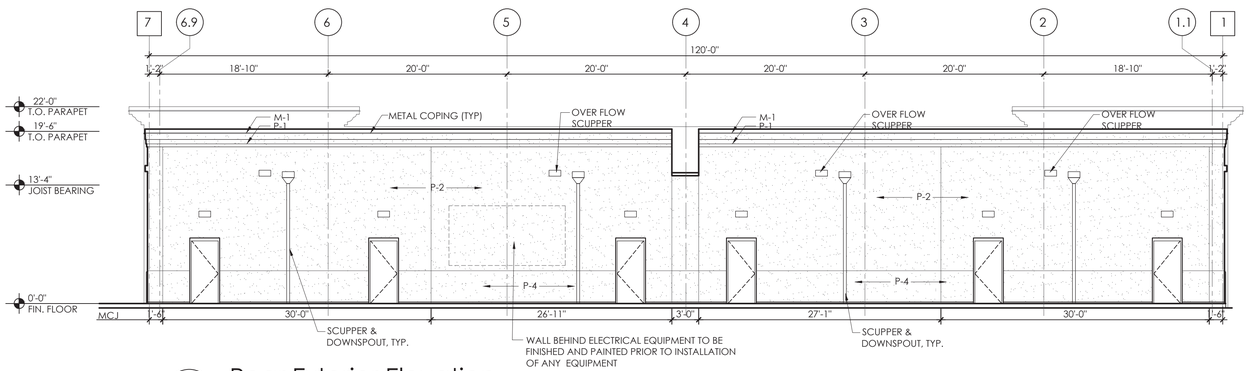
4 Side Exterior Elevation

SCALE: 1/8" = 1'-0"



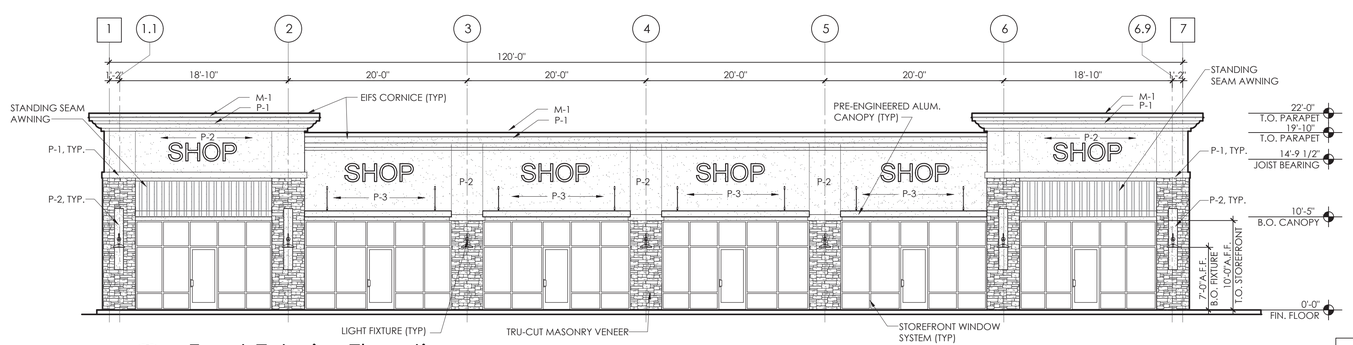
3 Side Exterior Elevation

SCALE: 1/8" = 1'-0"



2 Rear Exterior Elevation

SCALE: 1/8" = 1'-0"



1 Front Exterior Elevation

SCALE: 1/8" = 1'-0"

MATERIALS SCHEDULE

M-1 - METAL COPING CAP - COLOR TO MATCH SW7004 'SNOWBOUND'
M-2 - METAL COPING CAP - BLACK

P-1 - SW7004 'SNOWBOUND'
P-2 - SW7017 'DORIAN GRAY'
P-3 - SW7015 'REPOSE GRAY'
P-4 - SW7019 'GAUNTLET GRAY'

TRU-CUT MASONRY VENEER - LEDGESTONE - EAST FORK MEDIUM
OWNER TO CONFIRM COLOR

STOREFRONT - BLACK ANODIZED FINISH

DRIVE THRU WINDOW - BLACK ANODIZED FINISH

CANOPY - BLACK ANODIZED FINISH

SPLIT-FACE CMU - PAINTED P-4

CMU CAP - PAINTED P-4

EXTERIOR FINISH NOTES

1. MASONRY CONTROL JOINTS SHALL BE LOCATED AS SHOWN ON ELEVATIONS, SHALL BE CONTINUOUS FROM FINISHED GRADE TO PARAPET, AND SHALL PENETRATE THROUGH CORNICES.
2. ALL ALUMINUM STOREFRONT MEMBERS AND EXPOSED HARDWARE TO HAVE BLACK ANODIZED FNISH. PRIOR TO ORDERING CONTRACTOR TO VERIFY COLOR WITH OWNER.
3. SIGNAGE IS SHOWN FOR REFERENCE ONLY. ALL SIGNAGE TO BE PROVIDED AND INSTALLED BY TENANT.
4. CONTRACTOR SHALL SUBMIT SAMPLES OF ALL EXTERIOR FINISH MATERIALS TO OWNER FOR REVIEW/APPROVAL PRIOR TO INSTALLATION OF FINISHES.
5. PAINT ALL EXPOSED ELECTRICAL PANELS, CONDUIT, PIPING, JUNCTION BOXES, ETC. TO MATCH FINISH OF ADJACENT WALL SURFACE.
6. CAULK AND SEAL ALL THRU-WALL PENETRATIONS WATERTIGHT. ALL SEALANT SHALL BE COLOR MATCHED TO ADJACENT SURFACES.
7. AREA BEHIND ALL BUILDING MOUNTED METERS/ EQUIPMENT TO BE FINISHED AND PAINTED BEFORE EQUIPMENT IS MOUNTED.
8. EIFS TO STOP 4" ABOVE EARTH, AND 2" ABOVE PAVED SURFACE. STUCCO CONTROL JOINTS TOTAL CONFINED AREA NOT TO EXCEED 144 SQFT.

NOTE: GENERAL CONTRACTOR MUST VERIFY ALL EXTERIOR FINISH COLORS INCLUDING STOREFRONT METAL WITH OWNER PRIOR TO INSTALLATION.

NARRAMORE ARCHITECTURE
American Institute of Architects
310 MILLS AVE. GREENVILLE, SC 29605
864.242.9881
plans@narramore.net
© 2020 NARRAMORE ASSOCIATES, INC.
COPYRIGHT PROTECTED BY FEDERAL LAW

SEAL

TRICOR
270 W. NEW ENGLAND AVE.
WINTER PARK, FL 32789
407.629.2040

ASHEBORO COMMONS

1226 E DIXIE DRIVE
ASHEBORO, N.C.

REVISIONS

PROJECT DATA
-
PROJECT NUMBER
20916
ISSUE DATE
04-21-20

ASHEBORO COMMONS
ASHEBORO, NC

A2.0

EXTERIOR ELEVATIONS

CITY OF ASHEBORO

PLANNING & ZONING

Application for Conditional Use Permit

APPLICATION FEE

A $350 filing fee is required.

APPLICATION INSTRUCTIONS:

The Conditional Use Permitting process can be complex. It is highly recommended that the applicant speak with Planning and Zoning Department staff prior to submitting the application and paying the filing fee. Contact staff at (336) 626-1201 ext. 225 to ensure application requirements are satisfied.

REQUIRED APPLICATION CONTENTS

1) A legal description/deed reference of such land.
2) Two (2) draft copies of a site plan drawn to scale that has will be reviewed by staff for conformity with zoning ordinance requirements, with revisions due as noted below. Once the applicant submits the final draft is submitted by the site plan cutoff date, staff will also require six (6) copies of the site plan to be submitted. See page 2 for required site plan information.

The application is to be filed with the Zoning Administrator by 5:00 pm on the day which is at least 55 days prior to the City Council meeting at which the request will be considered. No changes may be made to any site plan fifteen (15) days prior to a City Council hearing. At no time shall the city council hear more than five (5) cases per month. If five applications have been received prior to the cut-off date, the request will be heard the following month. Site plans must conform to the ordinance by the site plan cutoff date. No revisions to site plans can be accepted after 15 days prior to the scheduled City Council meeting. Failure to submit a conforming site plan by the cutoff date will result in the case being delayed.

In addition to staff's notification of the request to adjoining property owners, it is recommended that the applicant also notify adjoining property owners of the request. A template of the notification is in this application and staff can assist the applicant with creating the list of property owners to be notified of the request.

MEETING INFORMATION* Dates are subject to final Council approval on 12-5-19

Application Deadline	*SITE PLAN CUTOFF*	*City Council Meeting*
December 13, 2019	January 22, 2020	Thursday, February 6, 2020
January 10, 2020	February 19, 2020	Thursday, March 5, 2020
February 14, 2020	March 25, 2020	Thursday, April 9, 2020
March 13, 2020	April 22, 2020	Thursday, May 7, 2020
April 10, 2020	May 20, 2020	Thursday, June 4, 2020
May 15, 2020	June 24, 2020	Thursday, July 9, 2020
June 12, 2020	July 22, 2020	Thursday, August 6, 2020
July 24, 2020	September 2, 2020	Thursday, September 17, 2020
August 14, 2020	September 23, 2020	Thursday, October 8, 2020
September 11, 2020	October 21, 2020	Thursday, November 5, 2020
October 16, 2020	November 25, 2020	Thursday, December 10, 2020
*Confirm application deadline with staff	*Confirm site plan deadline with staff.	*January, 2021: Confirm meeting date with staff

146 N. Church St., Asheboro, NC 27203
Telephone: (336) 626-1201; Fax: (336) 626-1218; www.asheboronc.gov

APPLICANT INFORMATION

Applicant Tricor International LLC *Applicant's Phone #* 407-304-6738 336-378-5412

Applicant's Address 270 W. New England Avenue

Winter Park, Florida 32789

Applicant email address curt@tricor.net with copy to tterrell@foxrothschild.com

PROPERTY INFORMATION

Property Owner's Name Middleton Income Investors Asheboro, LLC

Location of Property 1226 E. Dixie Drive *Property Size (ac. or s.f.)* 22.11 acres

Randolph County Property Identification Number (PIN#) 7760584122

Current Zoning District CUP for Multi-use Commercial Development

Date Property Title Acquired November 18, 2019 *Deed Book* 2676 *Page* 262-264

Subdivision _____ *Section* _____ *Lot #* _____

Plat Book _____ *Page* _____

CONDITIONAL USE PERMIT INFORMATION

Application is hereby made to the City of Asheboro for a Conditional Use Permit for the following purpose:

Multi-use commercial development

146 N. Church St., Asheboro, NC 27203
Telephone: (336) 626-1201; Fax: (336) 626-1218; www.asheboronc.gov

CONDITIONAL USE PERMIT REQUIRED SITE PLAN INFORMATION

1) Actual shape, location, and dimensions of the lot

2) For new construction, building elevations of all exterior facades at a minimum scale of 1/8" = 1'

3) The shape, size, and location of any existing buildings and all buildings or structures to be erected, altered, moved

4) The existing and intended use of the lot and all structures on the lot

5) Location and size of any required buffers and/or screens (Article 200A and/or 300A)

6) Location and type of mechanical equipment screening (Section 306A)

7) Location, access, and screening of central solid waste facility (Section 307A)

8) Location and dimension of off-street parking indicating compliance with parking setbacks and loading spaces (Articles 300A and 400)

9) Grade separation of building and parking areas (Section 409)

10) Paving material for parking lots (Section 409)

11) Location of curb cuts: only 1 permitted if lot width is less than 120' (Section 408)

12) Driveway permit approval information by NCDOT or the City of Asheboro

13) Front yard landscaping or street planting (Articles 200A or Section 308A)

14) Location, type, size, and height of all signs (Article 500)

15) Notation certifying compliance with relevant Performance Standards (Article 300A) and a lighting plan demonstrating such compliance

16) Location of any flood zones if applicable (Article 700)

17) Watershed information if applicable (Article 300B)

18) If site disturbance is in excess of 1 acre, a soil and erosion control plan is required. The applicant shall submit the plan to NCDEQ Division of Energy, Mineral and Land Resources, located at 450 Hanes Mill Rd. Suite 300, Winston Salem, NC 27106.

19) Sidewalk construction if applicable (Section 322A)

Please note that specific uses may also be subject to supplemental regulations.

APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for a Conditional Use Permit rests with the applicant.

No application for a Conditional Use Permit will be advertised for public hearing until the Planning and Zoning Department has received materials. If all required materials are not received prior to the specified deadlines, this will result in delays in the case being heard.

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

Applicant Signature
Tricor International LLC
By: CEO

Printed Name of Authorized Signatory (if different from Applicant)
Marc Hoegl, CEO

Position/Relationship of Authorized Signatory to Applicant
CEO

Owner Signature (if different than Applicant)
Middleton Income Investors Asheboro, LLC
By:

Owner Address
Ste 820
400 Skokie Blvd., Northbrook, Illinois 60062

Telephone Number
8473310999

Printed Name of Authorized Signatory (if different from Owner)
Peter L Holstein

Position/Relationship of Authorized Signatory to Owner
Authorized Signatory

STAFF USE

Received by: BWM ***Date:*** 3-13-2020 ***Case Number:*** CUP-20-04

CITY OF ASHEBORO
Application for Conditional Use Permit

BASIC INFORMATION

The granting of a Conditional Use Permit is a quasi-judicial process requiring sworn testimony. The testimony given should be directed at providing evidence that supports the application. Such evidence shall address the following four items. Failure to address these items will result in the delay or denial of your request.

1) That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.

2) That the use meets all required conditions and specifications.

3) That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity, and

4) That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the plan of development of Asheboro and its environs.

The City Council shall make these general findings based upon substantial evidence contained in the proceedings. It shall be the responsibility of the applicant to present evidence in the form of testimony, exhibits, documents, models, plans, and the like to support the application for a Conditional Use Permit.

I have read and received a copy of the above information regarding the testimony and the evidence required at the public hearing for the Conditional Use Permit for which I have made an application. I understand my responsibilities in this matter. I have also received the opinion of the North Carolina Bar Association regarding legal representation in quasi-judicial proceedings.

Tricor International, Inc.

Applicant By: CEO

Date 3/12/20

Received by staff: BWM 3-13-2020

Submittal Package

Tricor International, LLC

Application for Conditional Use Permit

Before the Asheboro City Council
May 7, 2020

Fox Rothschild LLP
ATTORNEYS AT LAW

300 N. Greene Street
Suite 1400
Greensboro, NC 27401
Tel (336) 378-5200 Fax (336) 378-5400
www.foxrothschild.com

TOM TERRELL
Direct No: 336.378.5412
Email: TTerrell@Foxrothschild.com

May 1, 2020

The Honorable David Smith
Mayor, City of Asheboro
1803 Coxemoor Street
Asheboro, NC 27205

Re: <u>Submittal Package for Tricor International, LLC</u>
<u>Application for a Conditional Use Permit</u>

Dear Mayor Smith:

I submit to you and your council, in advance of the May 7 meeting, the evidence that supports the issuance of a Conditional Use Permit to Tricor International, LLC. I will be in council chambers to the address the council. For safety, our appraiser will remain outside the building, but she will be available and willing to enter to answer questions about her market impact study.

The attached information includes a Statement of Compliance with all CUP Standards (Exhibit A); the Market Impact Study (Exhibit B); the letter sent to all adjoining owners (Exhibit C); and the list of letter recipients (Exhibit D).

On behalf of Tricor International, thank you for the opportunity to invest in Asheboro and its economy.

Very truly yours,

Thomas E. Terrell, Jr.

TET:ths
Enclosure

Exhibit A

Tricor International, LLC
Compliance with Article 602 Standards

1. The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted.

A. Public Health

The proposed use is a multi-tenant building for office and retail uses. These types of uses are common throughout Asheboro (and the country) and there is no evidence that it will endanger public health. Any business that locates within this building will be required to follow all applicable state and federal health, safety, and licensure regulations (e.g. restaurants, hair salons, etc.). Additionally, the city already regulates the location of the trash receptacle, which is emptied regularly by the city.

The applicant will offer rebuttal evidence if an opponent alleges that the applicant does not meet this standard.

B. Public Safety

The developer must strictly follow all code provisions in the Zoning Ordinance and State Building Code that protect public safety. If it did not, it would not receive building permits. The traffic to be generated has ample parking and drive aisles, and the entire shopping center is large enough to absorb the additional cars.

C. Miscellaneous

All other aspects of this Walmart parcel have been in place since the late 1990s without any incident that would suggest dangers to health and safety.

2. The use meets all required conditions and specifications.

Tricor has worked diligently to make sure the proposed development meets all requirements of the City of Asheboro Zoning Ordinance. If there are deficiencies noted at the final site plan review stage, Tricor will immediately address them.

Enforcement of these requirements is at the staff level. If Tricor does not meet all requirements, no building permits will be issued.

3. The use will not substantially injure the value of adjoining or abutting properties.

Tricor has hired Molly Chisholm with the company Hylton-Crowder to perform a market impact study. She is a licensed North Carolina appraiser from High Point who has done substantial appraisal work in Randolph County. The market impact study is submitted along with this report

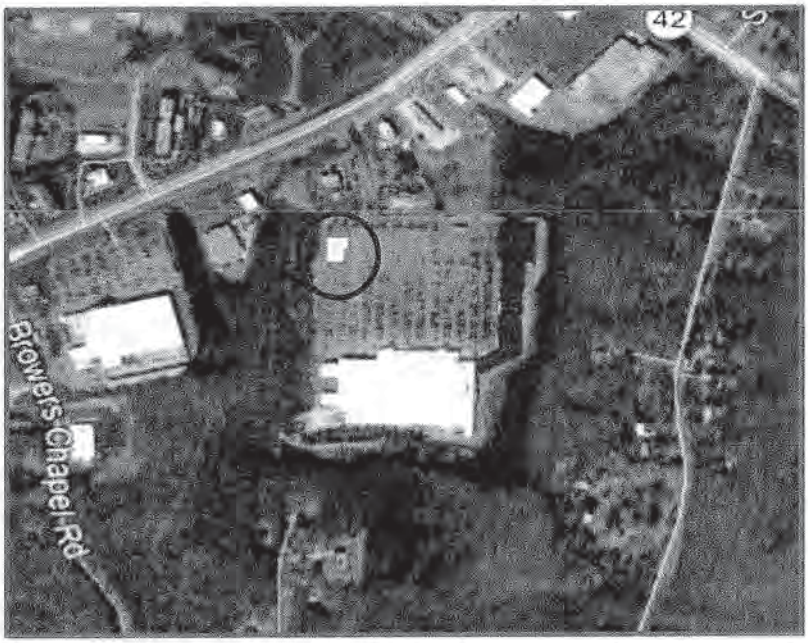
and concludes that the proposed development does not substantially injure the value of adjoining or abutting property.

Ms. Chisholm reaches her conclusion using paired sales analyses in which sales of properties near new commercially developed property is compared with the sale of comparable property within the same market but far enough away not to have been affected. Her methods strictly followed the requirements of the Uniform Standards of Professional Appraisal Practice.

4. 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.

A. Harmony with the Area

An aerial image of the proposed site below shows that it is surrounded by similar uses (retail and commercial) along Dixie Drive and fully separated from residential uses by the shopping center building. The proposed building is the white speck circled in red inside the Walmart lot, inserted to show its relatively small size in the broader commercial context.



B. General Conformity with the Plan of Development

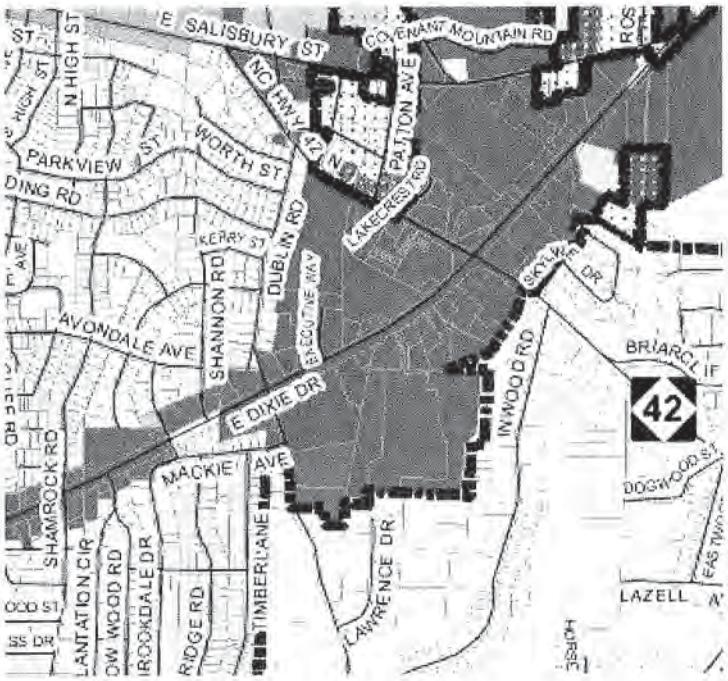
There are three relevant plans of development: the Zoning Map, the Zoning Ordinance and the Land Development Plan.

1. Zoning Ordinance

The project is consistent with the Zoning Ordinance with respect to landscaping, lighting, parking, and other technical requirements.

2. Zoning Map

The tract lies squarely within the area on the official zoning map described as a B-2 District.



3. Land Development Plan

The subject site lies within the Central Planning Area for small area plans and lies immediately east and adjacent to Browers Chapel Road. The small area plan provides that this area is desirable for new development, stating "The greatest development opportunities within the Central planning area include . . . new development in areas south of Dixie Drive in the Crestview Church and Browers Chapel Road areas."

Accordingly, the proposed project is highly consistent with the city's land use plans; it fulfills the vision of the Central Planning Area; and it is consistent with and harmonious with the area in which it will be located.

Exhibit B

HYLTONCROWDER
& ASSOCIATES

MARKET IMPACT ANALYSIS

OF A
PROPOSED RETAIL OUTPARCEL

Located at 1226 Dixie Drive, Asheboro, NC

1226 Dixie Drive
Asheboro, NC 27203

As of
April 22, 2020

Prepared For
Tricor International, LLC
Thomas E. Terrell, Jr.
City of Asheboro

Client File ID:
200422-001

Prepared by
HYLTON CROWDER & ASSOCIATES
Molly M. Chisholm
NC State Certified Appraiser #A4075

HYLTON CROWDER & ASSOCIATES

132 East Parris Avenue
High Point, NC, 27262

336-882-0131
Fax: 336-882-0135
mollyc@hyltoncrowder.com

May 1, 2020

Tricor International, LLC
Attn: Marc Hagle, CEO
1226 Dixie Drive
Asheboro, North Carolina 27203

Re: Market Impact Analysis of a Proposed
Retail Outparcel
1226 Dixie Drive
Asheboro, NC 27203

Dear Mr. Hagle:

At your request, I have inspected the above-captioned property and researched the local market in Randolph County, as well as other markets in similar counties of North Carolina, in order to determine whether the development of an outparcel for retail space would substantially injure the value of adjoining, abutting, or nearby properties.

The purpose of this assignment is to develop an opinion derived from market data of the effect of a proposed retail outparcel and its accessory uses on the properties that are abutting, adjoining, and in the vicinity of the subject property. The intended use of this assignment is to assist the City of Asheboro in determining the effect of the proposed retail outparcel on abutting, adjoining, or nearby property values. The intended users are Tricor International, LLC, its legal counsel Thomas E. Terrell, Jr., the City of Asheboro, and no one else.

As requested, a market impact study has been prepared for my client. This is not an appraisal, but is a consulting assignment. The attached report is in narrative format and provides a summary of the data, analyses, reasoning, and conclusions employed for this impact analysis.

The effective date of this Market Impact Analysis is the date of inspection on April 22, 2020. Based on site plans of the proposed development of this outparcel, my physical inspection of the site and the surrounding area, an analysis of data gathered and facts and

conclusions as contained in the following report, and subject to the assumptions and limiting conditions as stated, it is my opinion that the proposed development of an outparcel located at 1226 Dixie Drive, Asheboro, NC meets the standard set forth by the City of Asheboro. The standard is found in the city's application for a Conditional Use Permit that "the use will not substantially injure the value of adjoining or abutting property". My data further indicates no adverse effect on adjoining properties at all.

Included in the scope of this study is a personal inspection of the subject site, a study of data of other properties located in other counties of North Carolina, which are in the vicinity of similar commercial developments or other similar external obsolescence factors. I hereby certify that I have inspected these properties and found them to be as stated in this report. To my best knowledge and belief, all statements and information in this report are true and correct with no important facts withheld. Neither my employment nor my compensation are contingent upon the findings in the impact analysis which I have reported.

Standards

I conducted this analysis using the standards and practices established by the Appraisal Standards Board and that conform to the Uniform Standards of Professional Appraisal Practice. The analyses and methodologies contained in this report are required by lending institutions, and they are used in North Carolina and across the country as the industry standard by certified appraisers conducting appraisals, market analyses, or impact studies and are considered adequate to form an opinion of the impact of a land use on neighboring properties.

The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal. Also note, that due to the very recent events concerning COVID-19, in appraiser's opinion, it is too early to determine any impact or change in the market analysis of the subject property, solely because of COVID-19. However, appraiser recognizes, over time, that future events could cause this coronavirus to impact properties like subject. Appraiser during the past several weeks has spoken with several brokers active in the commercial/retail flex real estate market in the Greensboro, Guilford County, Triad market and asked them specifically what is the impact on their business as a result of COVID-19. Reaction was mixed. All agreed it is too early to tell any exact effect on values. Most contracts pre announcement of COVID-19 are closing as normal or are still planning on closing, but with extension and/or delayed closings. However, brokers acknowledged that some deals are falling through. Brokers also expressed concerns that calls from prospective buyers and prospective tenants were less and a few

pending sales were being delayed. A new COVID-19 addendum to sales contract has an extension of deadline clause in it. Governor Roy Cooper has recognized real estate brokers as an "essential business" where brokers can continue to show listings to prospective buyers with some restrictions in place. In summary, while marketing times appear to be on the increase, it is too early to determine any specific impact on properties like subject. In this market impact study, no separate adjustment or change in my conclusions were made solely as it relates to COVID-19.

Respectfully submitted,

Molly M. Chisholm
NC State Certified Residential Appraiser
NC - #A4075
Expiration date 06/30/2020

Impact Analysis Summary

A. Special Use Permit Finding

Hylton-Crowder was hired to perform a market impact analysis to examine whether the development of an outparcel for retail space found at 1226 Dixie Drive in Asheboro, NC, will have any impact (positive, negative, or no impact) on adjacent and nearby properties per the following standard in the City of Asheboro, NC's Zoning Ordinance:

The use will not substantially injure the value of adjoining or abutting properties, or that the use is a public necessity.

Although I found numerous paired properties where there was no discernable impact from proximity to similar commercial uses and/or other external obsolescence factors, the standard I used is the standard mandated by the Randolph County Zoning Ordinance, which requires an impact to be "substantial." I found no evidence of substantial impact. There is no industry standard as to what constitutes an injury to abutting or adjoining properties being "substantial". However, even if there were an industry standard, it would not apply in this case, as there was no quantifiable evidence to support <u>any</u> adjustment or decrease in market value to nearby abutting or adjoining properties. Based on the market data provided in this report, the appraiser concludes that there is <u>no</u> injury to the value of adjoining or abutting properties for the proposed development of retail space in the subject outparcel.

The intended use of this report is to assist my client, Tricor International, LLC in their application to the City of Asheboro, NC for a conditional use permit to build a commercial retail building. I understand that the city council will use this report to assist in the decision to grant or deny the conditional use permit.

B. Assumptions

I assume for the purpose of this report that the proposed retail outparcel will be built consistent with the submitted site plans and specifications in a quality workmanship manner. The information received by the appraiser included the proposed site plan by CSS Engineering. The site plan is included in this report.

C. Standards and Practices

I followed the standards and practices set by the Appraisal Standards Board to analyze the impact of the proposed outparcel. All analyses and methodologies contained in this report are commonly used by certified appraisers conducting appraisals, market analyses, or impact studies throughout this state and the United States as the industry standard. These standards and methodologies have been used on behalf of financial institutions, governments, and government agencies, courts, and individuals, and they have been accepted by state and federal courts throughout North Carolina and the United States. The number of

comparables/paired sales analyzed in this report is more than sufficient to meet industry and professional standards.

The aforementioned standards do not distinguish nor find it necessary to distinguish between retail developments that preceded a use versus retail developments that were constructed after properties are established nearby because comparative studies, by definition, use paired sales that are sufficiently far enough away that the effect of any external obsolescence from a specific use would not be noticed.

According to Advisory Opinion 9 in USPAP (Uniform Standards of Professional Appraisal Practice), which addresses satisfying Standard Rule 1-4, when an appraiser addresses if there is diminution in value, these effects are derived from the market's perception. The analysis of the effects and uncertainty on property value (stigma) must be based on market data, rather than unsupported opinion or judgement. The findings of this report are based on actual market data.

Using these accepted standards and practices, I obtained data of sales of properties in North Carolina that adjoin or are adjacent to comparable retail developments in similar suburbanized areas. Although many of the sales reported in this analysis are directly "abutting" the commercial use, the Randolph County standard is "adjoining or abutting" providing a clear indication of two ways to consider distance to a use. The Randolph County UDO does not define "adjoining". Consequently, I considered nearby properties to be "adjoining" using guidance from the North Carolina Supreme Court in *Heaton v City of Charlotte,* 277 N.C. 506, 523, 178 S. E. 2d352, 363 (1971) where the Court defined "adjacent" as "not distant or far off; nearby but not touching." Additionally, the N.C. Supreme Court has determined a "four or five blocks away" to be "adjacent" in *Harrison v Guilford County,* 218 N.C. 718, 12 S. E. 2d269 (1940). "Adjacent" is considered a practical and interchangeable synonym for "adjoining". (Merriam-Webster's Collegiate Dictionary (10th ed.) refers to the terms as synonyms, and The American Heritage Dictionary of the English Language (4th ed.) defines adjacent as "close to; lying near" or "next to; adjoining.").

The properties/comparables used in my analysis are sufficiently close to be considered "adjoining or abutting" in order to make the conclusions found in this report.

It should be noted that finding sales in suburban or rural areas is always more difficult than in urban areas because denser concentrations of homes and properties in urban areas means more sales and turnovers. Conversely, less dense concentrations of homes in rural areas means fewer sales and turnovers.

D. What is External Obsolescence

External obsolescence is a type of depreciation. It is a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord or tenant. Determining whether a use would be considered an external obsolescence requires a study that isolates that use, eliminates any other causing factors, and then studies the sales of nearby versus distant similar properties.

According to Advisory Opinion 9 in USPAP (Uniform Standards of Professional Appraisal Practice), which addresses satisfying Standard Rule 1-4, when an appraiser addresses if there is diminution in value, these effects are derived from the market's perception. The analysis of the effects and uncertainty on property value (stigma) must be based on market data, rather than unsupported opinion or judgement. The findings of this report are based on actual market data.

External obsolescence is evaluated by appraisers and consultants based on several factors. These factors include:

1) TRAFFIC. The development of the proposed outparcel will add some traffic. This is normal in established retail areas like the subject property and this factor has no adverse effect on my opinion of market impact.

2) ODOR. There is no odor associated with retail ouparcels.

3) NOISE. There is no specific noise associated with retail outparcels.

4) ENVIRONMENTAL. Due to stringent regulation by the US Environmental Protection Agency and the NC Department of Environmental Quality, there is no adverse environmental impact due to the development of a retail outparcel. The existing shopping center and surrounding parking lot has been established with storm drain run off design.

5) VISUAL APPEARANCE. The proposed development of this outparcel is found in an existing, established commercial retail cluster. This addition will be in harmony with its surrounding development.

Conclusion of No Injury

Based on the data in this analysis, I conclude that the development of an outparcel with a new retail/commercial building in accordance with the proposed plans will not substantially injure the value of adjoining or abutting properties. In addition, this data and my experience not only demonstrate that there will be no "substantial" injury or depreciation to adjoining, abutting, or nearby properties, it indicates that there will be no injury or depreciation.

Molly M. Chisholm

MOLLY M. CHISHOLM
CERTIFIED
NORTH
A4075
CAROLINA
REAL ESTATE APPRAISER
RESIDENTIAL APPRAISER

Molly M. Chisholm
NC State Certified Residential Appraiser #A4075
Hylton-Crowder & Associates, Inc.

Identification Of The Subject Property

The subject property is an outparcel of the Hillsborough Square Commons Shopping Center which is anchored by Walmart. It is located at 1226 E. Dixie Drive in Asheboro, NC. This would be a part of Tax Parcel Number 7760584122 of the Randolph County, NC Registry. The legal description is a part of Deed Book 2676, Page 262 in the Randolph County, NC. The outparcel would consist of 8,400 square feet.

This interior outparcel is part of a larger renovation of Hillsborough Square Shopping Center proposed by my client, Tricor International, LLC.

Dates Of Report

The effective date of this market impact analysis is the date of inspection on April 22, 2020. The date of the report is the date of delivery to my client, which is May 1, 2020.

Scope Of The Report

I have been hired by Tricor International, LLC, who is considered to be my client. My assignment is to prepare a Market Impact Analysis to study the effect (positive, negative, or none) on adjacent or abutting property values of proposed construction of a retail/commercial building on an outparcel located in the parking lot of an established Walmart shopping center.

The appraiser has made a complete inspection of the subject property and also reviewed and analyzed the original site plan (provided by CSS Engineering) for the construction of the proposed building. General market influences and neighborhood factors which create subject's environment and market conditions are gathered and analyzed. Legal description, sales, listings, and ownership history, zoning, tax data, and locational factors are gathered and analyzed. The site and improvements are analyzed with respect to highest and best use as though vacant and as improved. The appraiser has collected and analyzed market data for sales with similar externalities (proximity to large retail development), which are used in the report to arrive at a conclusion of the impact of the proposed building on market value of surrounding properties. Data sources for all properties includes an exterior inspection of all sales, data from various brokers, other appraisers, sellers, buyers, management agents, and/or other parties familiar with data being used and verified. For each property used in this appraisal, the verification source or sources will be shown in the detailed descriptions of each found later in this report. The reader is asked to refer to various other sections of this report and review of the entire report in general for a better understanding of the overall scope of work.

NOTE: The intended users are Tricor International, LLC, its legal counsel Thomas E. Terrell, Jr., the City of Asheboro, NC, and no one else. The intended use is to provide my client with an objective report summarizing specific data determining the market impact of the development of commercial retail space located in an outparcel of the Walmart shopping center to surrounding properties. This will help meet their obligations to obtain a conditional use permit from the City of Asheboro, NC for the construction of a retail building. There are no other intended users or uses of this report. This consulting assignment was developed consistent with the scope specified by my client, Tricor International, LLC and their counsel Thomas E. Terrell, Jr.

Photographs of Subject Property

View of Outparcel

View of Shopping Center

Photographs of Subject Property

Additional View of Shopping Center

Zoning Notice Posted on Subject Outparcel

Photographs of Subject Property

Entrance to Shopping Center

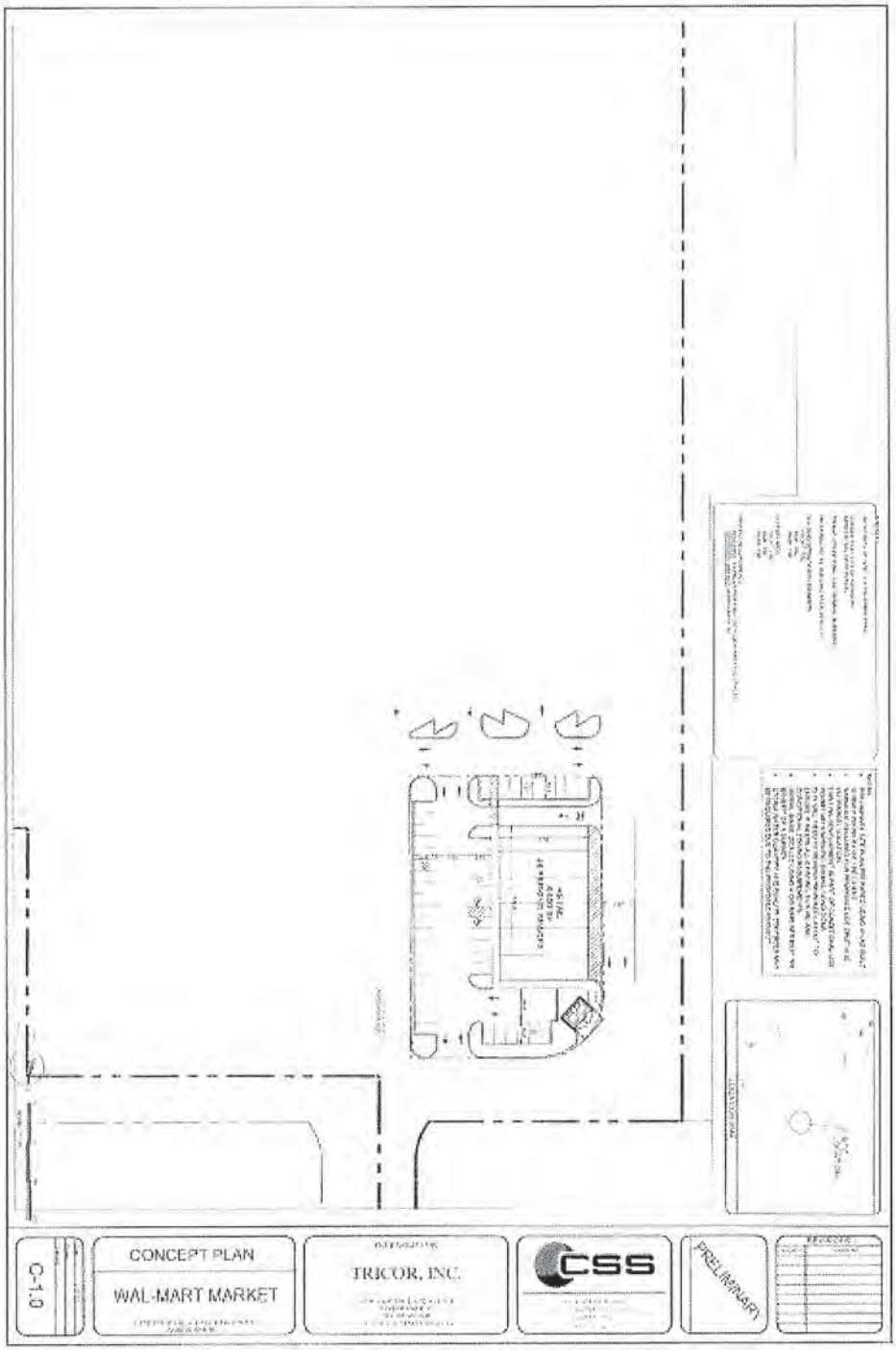
Entrance to Shopping Center

Photographs of Subject Property

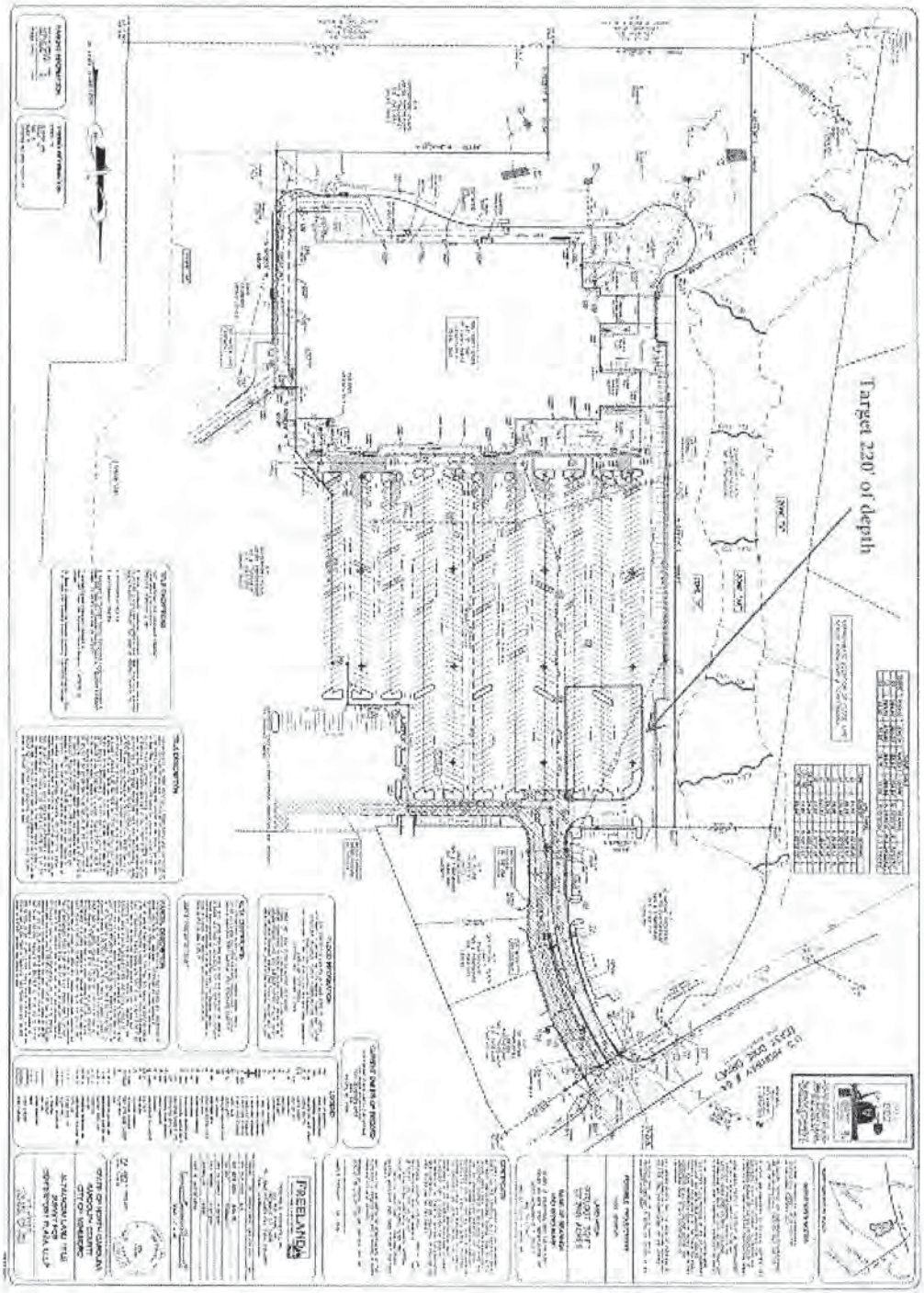
Street Scene Facing West

Street Scene Facing East

PROPOSED SITE PLAN FOR OUTPARCEL



ADDITIONAL SITE PLAN


Target 220' of depth

Estimated Impact of Development of a Retail Outparcel

In order to estimate the impact, if any, on property values in the vicinity of a retail outparcel of an established retail shopping center and other commercial use real estate. I have located sales of residential properties in North Carolina which were adjacent to or within one half mile of similar shopping areas or other commercial facilities which would be considered an external obsolescence. From an appraiser's perspective, property boundary location is often less important than the actual distance. In this study, for example, the buffers on the subject site are so large that they create distances comparable to homes several properties removed from the other facilities studied. Thus, many properties identified in this study as abutting and adjoining are much closer to a facility (or external obsolescence) than homes in this study.

A market study can determine the effects (negative, positive, or no effect) of a variable in the market by comparing the sale price of a property with exposure to a particular variable to the sale of a similar property which is outside of the exposure area. In this case the variable, or element of comparison, is proximity to retail shopping or other commercial use (for example a restaurant) that creates potential negative externality. The definition of the "Elements of Comparison" taken from the 13th Edition of the Appraisal Institute's publication of The Appraisal of Real Estate, states that "Elements of comparison are the characteristic of properties and transactions that help explain the variances in the prices paid for real property." The appraiser determines the elements of comparison for a given market impact study through market research and supports those conclusions with market evidence. The market data, if analyzed properly, will identify the elements of comparison within the paired sales that are market sensitive.

Real estate prices can fluctuate within a given period of time. Therefore industry standards are for paired sales to have sale dates within one year of each other. It is the appraiser's obligation to isolate elements within a market during a specific window of time (typically one year) in order to make a reliable comparative analysis.

It should be noted that recent sales data of properties in the vicinity of retail and commercial uses or other potentially negative external factors are such a specific variable that the appraiser had to use some sales with older sale dates than normal but the time factors were within appraisal guidelines for the circumstances. All sales data was obtained through MLS or Zillow and verified through county tax records.

As stated in the impact analysis summary, the sales data found and reported in this analysis demonstrates that there is no negative impact on sale prices, property values, or marketability of properties located adjoining, abutting, or in close proximity to a retail or commercial land use.

Comparable Sale 1

View of Walmart shopping center located at
2710 N. Main St, High Point, NC 27265

Comparable Sale 1: 201 Rankin Place
High Point, NC 27265 Abuts the Walmart shopping center
At 2710 N. Main St, High Point, NC 27265

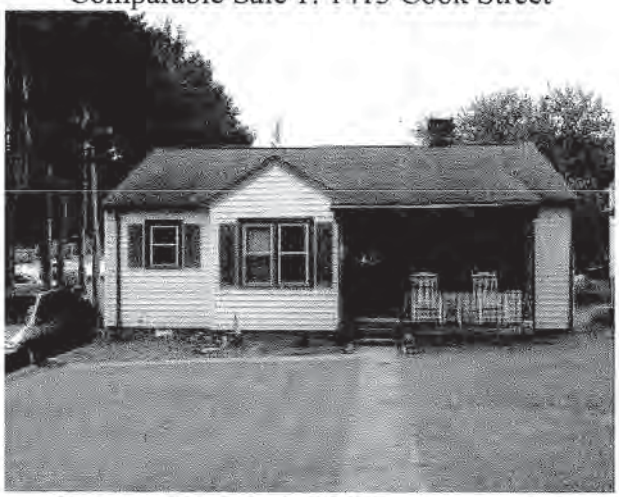
PAIRED SALES ANALYSIS – COMPARABLE SALE 1

	SUBJECT	SALE #1	SALE #2	SALE #3
PROPERTY	201 Rankin Place, High Point, NC	1413 Cook St High Point, NC	928 Dayton Ave, High Point, NC	1112 Country-Side Dr, High Point, NC
SALE PRICE Price per SF	$50,000 $57.74/SqFt	$46,500 $62.00/SqFt	$50,500 $52.08/SqFt	$49,000 $60.34/SqFt
DATE OF SALE	08/13/2019	06/27/2019	09/26/2018	07/19/2019
LOCATION	AVERAGE	AVERAGE	AVERAGE	AVERAGE
QUALITY	AVERAGE	AVERAGE	AVERAGE	AVERAGE
AGE AND CONDITION	65 years Average	71 years Average	69 years Average	79 years Average
SITE SIZE	32234 sf/Avg	26136 sf/Avg	7,500 sf/Inf	23958 sf/Av
Gross Living AREA Adjustment Per SF	866 $20.00/SF	750 SF	970 SF	812 SF
ROOM COUNT	4/2/1	4/2/1	5/2/1	4/2/1
BASEMENT	417 Unf SF	None	None	None
HV/AC	FWA/Central	HP/Central	FWA/Central	FWA/Central
GARAGE	None	None	None	None
Porches, Etc. & Other	Pch,EnclPch No FP	Pch, No FP	CovPch No FP	CovPch,Deck No FP
NET ADJ.		+4,300	+1,900	+2,410
ADJ. SALE PRICE		$50,800	$52,400	$51,410

The above listed paired sales are all homes located in competing areas of the subject's marketing area but are all at least 1 mile or more from the subject property and the Walmart shopping center. All comparable sales closed within twelve months of the subject property. No one sale is felt to be a much better comparable than the other three. The three sales indicate a value range before adjustments of $52.08 per square foot to $62.00 per square foot. The subject sold at $57.74 per square foot. The subject property abuts the property line of the Walmart shopping center located at 2710 N. Main Street in High Point. The subject property sold for $50,000, which is within the value range of the paired sales without the presence of any externality. All sales were arm's length transactions with none of the sales being distress sales or foreclosures. The subject property transaction is recorded at Deed Book 8184, Page 1091 of the Guilford County, NC Registry.

COMPARABLE SALE PHOTOS

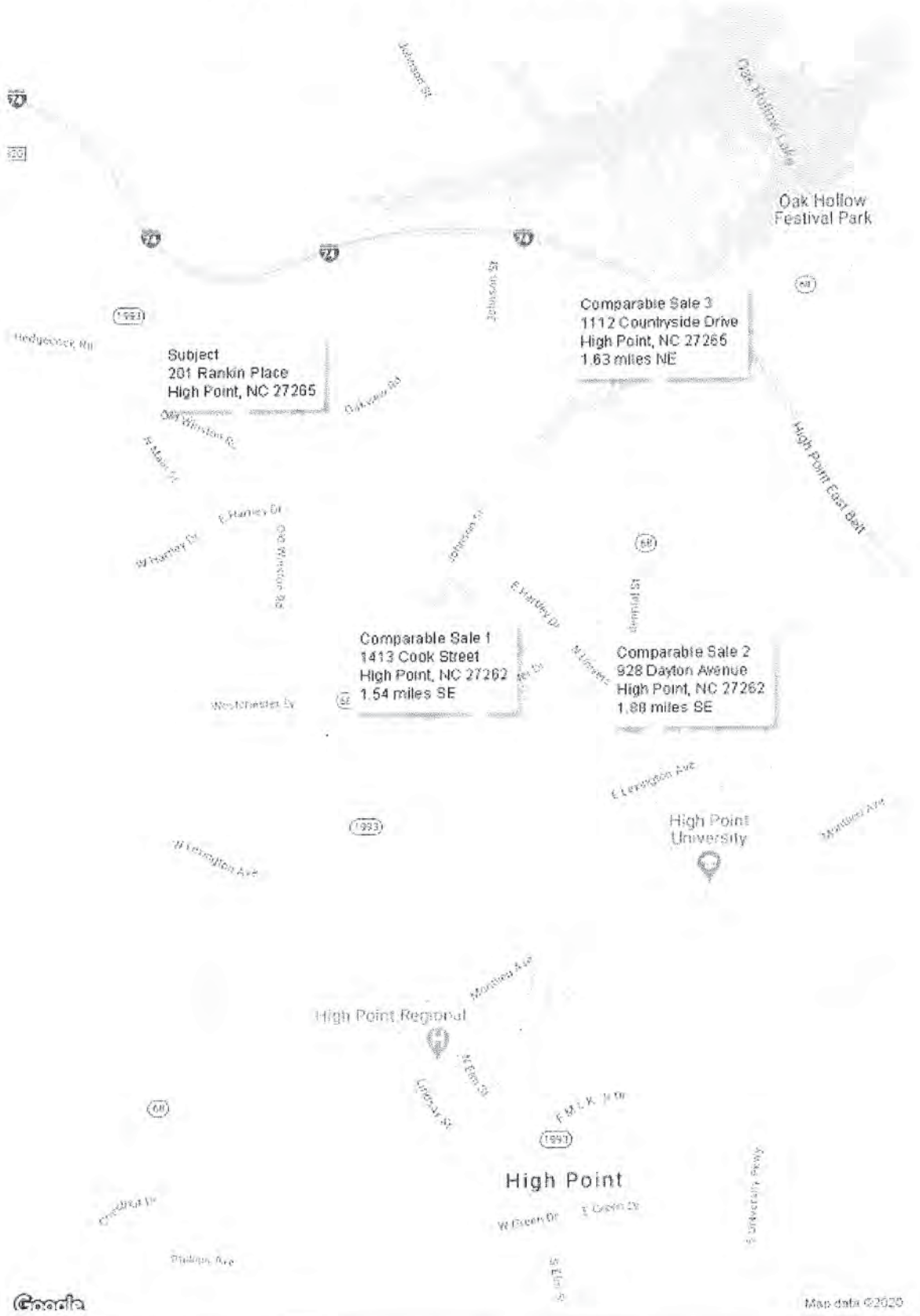
Comparable Sale 1: 1413 Cook Street



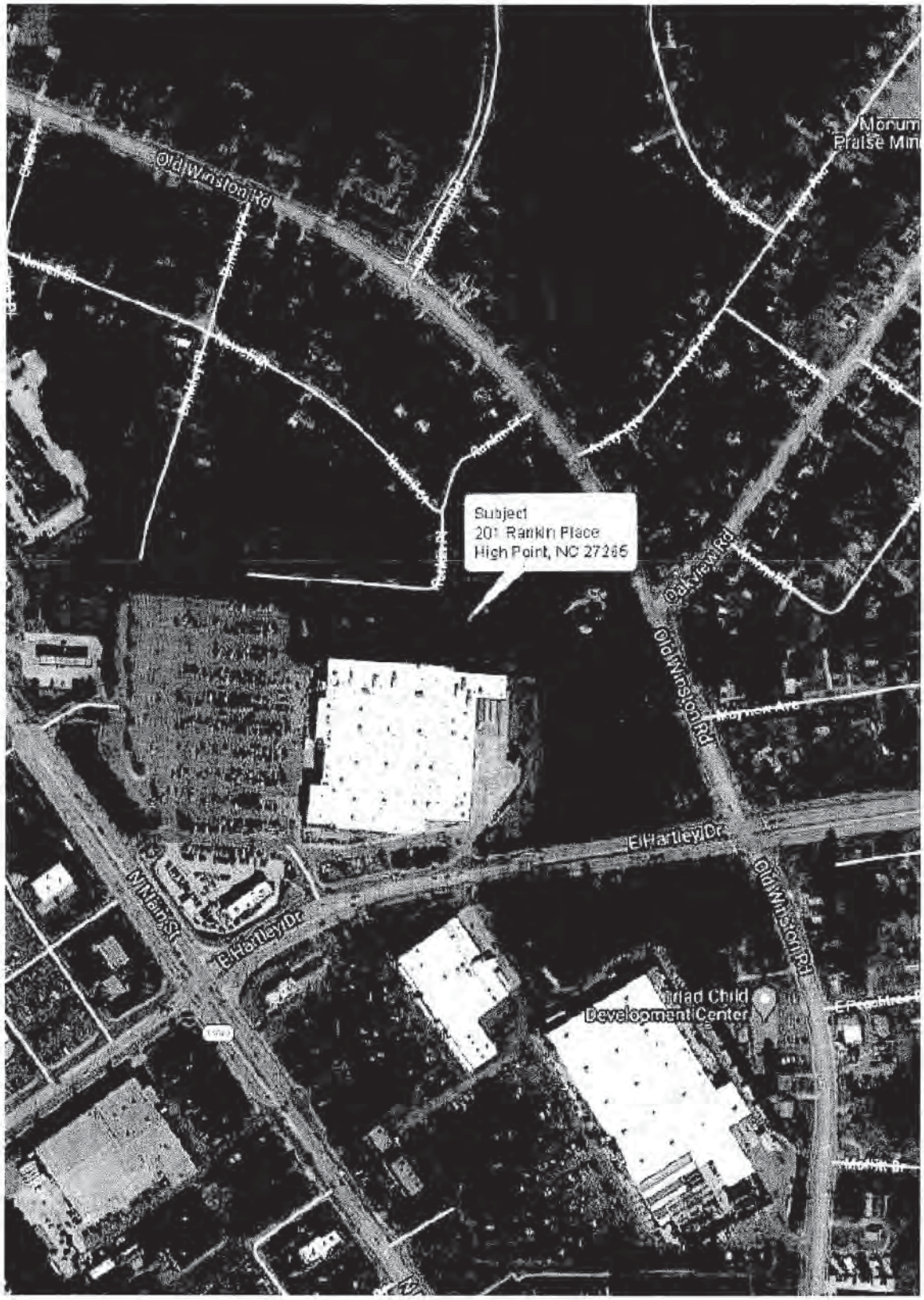
Comparable Sale 2: 928 Dayton Avenue

Comparable Sale 3: 1112 Countryside Drive

LOCATION MAP – COMPARABLE SALE 1

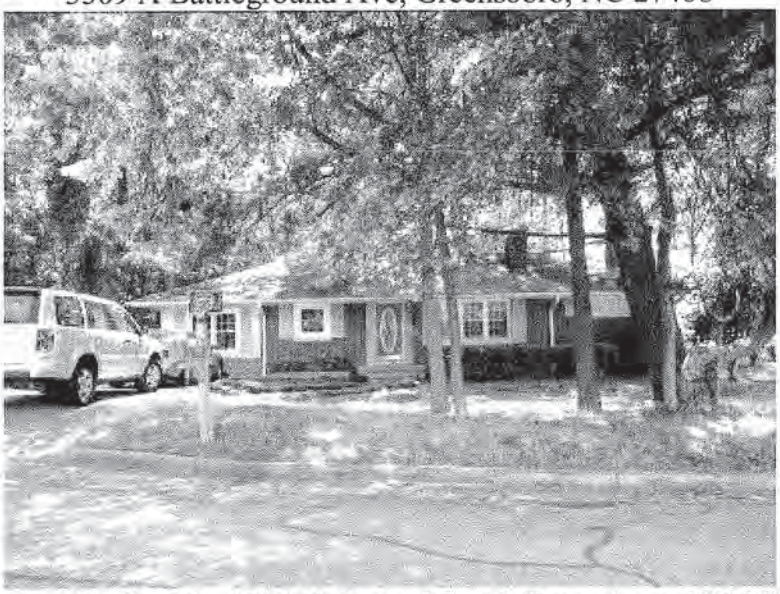


AERIAL MAP OF COMPARABLE SALE 1



Comparable Sale 2

View of McDonald's Restaurant located at
3309 A Battleground Ave, Greensboro, NC 27408



Comparable Sale 2: 3313 Nathanael Road, Greensboro, NC 27408

PAIRED SALES ANALYSIS – COMPARABLE SALE 2

	SUBJECT	SALE #1	SALE #2	SALE #3
PROPERTY	3313 Nathanael Rd, Greensboro, NC	209 Kirk Rd Greensboro, NC	507 Edney Ridge Rd, Greensboro, NC	2703 Robin Hood Rd, Greensboro, NC
SALE PRICE Price per SF	$125,000 $92.46/SqFt	$146,000 $93.53/SqFt	$120,000 $126.32/SqFt	$125,100 $123.86/SqFt
DATE OF SALE	12/12/2018	10/31/2018	02/07/2018	08/09/2018
LOCATION	AVERAGE	AVERAGE	AVERAGE	AVERAGE
QUALITY	Averave	Average	Average	Average
AGE AND CONDITION	63 years Good	62 years Good	60 years Good	60 Superior
SITE SIZE	9583 sf	19166 sf	13939 sf	13068 sf
Gross Living AREA Adjustment Per SF	1352 SF $35.00/SF	1561 SF	950 SF	1010 SF
ROOM COUNT	6/3/1	6/2/1.5	5/3/1	5/3/1
BASEMENT	None	None	950 sf Pt Fin Basement	None
HV/AC	FWA/Central	FWA/Central	FWA/Central	FWA/Central
GARAGE	None	1 Car Garage	None	None
Porches, Etc. & Other	Pch,EnclPch 1FP	Pch 1FP	CvPch 1FP	Pch,Deck No FP,Fence
NET ADJ.		-20,059	+4,100	+500
ADJ. SALE PRICE		$125,941	$124,100	$125,600

The above listed paired sales are all homes located in competing areas of the subject's marketing area but are all one half mile or more from the subject property and the McDonald's Restaurant on Battleground Avenue. All sales closed within twelve months of the subject property. No one sale is felt to be a much better comparable than the other three. The three sales indicate a value range before adjustments of $92.46 per square foot to $126.32 per square foot. The subject sold at $92.46 per square foot. The subject property is adjacent to (across the street) from the McDonald's Restaurant located at 3309 A Battleground Avenue. The restaurant is built on an outparcel of an existing shopping center. The subject sold for $125,000, which is within the value range of the paired sales without the presence of any externality. All sales were arm's length transactions with none of the sales being distress sales or foreclosures. The subject property transaction is recorded at Deed Book 8111, Page 168 of the Guilford County, NC Registry.

Comparable Sale Photos

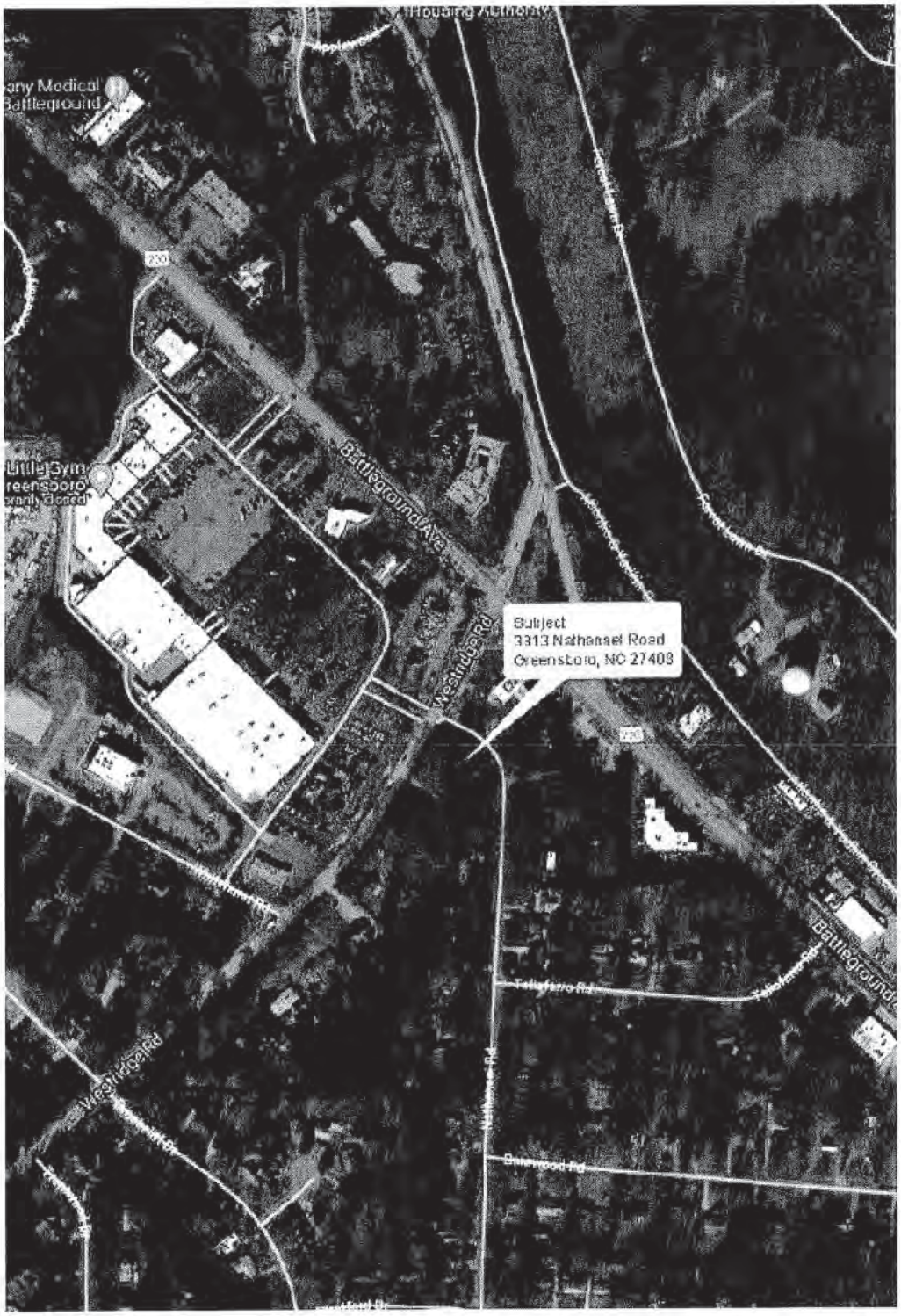
Comparable Sale 1: 209 Kirk Road

Comparable Sale 2: 507 Edney Ridge Road

Comparable 3: 2703 Robin Hood Road

LOCATION MAP – Comparable Sale 2

AERIAL MAP – COMPARABLE SALE 2



Comparable Sale 3

View of Dairy Queen located at 1458 Jag Branch Blvd,
Kernersville, NC 27284

Comparable Sale 3: 1109 Kenosha Drive,
Kernersville, NC 27284

PAIRED SALES ANALYSIS – COMPARABLE SALE 3

	SUBJECT	SALE #1	SALE #2	SALE #3
PROPERTY	1109 Kenosha Drive, Kernersville, NC	3671 Vestavia Drive, Kernersville, NC	960 Beesons Field Drive, Kernersville, NC	211 Forest Drive, Kernersville, NC
SALE PRICE Price per SF	$208,000 $132.57/SqFt	$235,416 $129.71/SqFt	$219,500 $105.73/SqFt	$196,000 $130.58/SqFt
DATE OF SALE	07/10/2017	10/18/2016	10/03/2016	06/16/2017
LOCATION	AVERAGE	AVERAGE	AVERAGE	AVERAGE
QUALITY	Good	Good	Good	Good
AGE AND CONDITION	New New	New New	New New	9 years Good
SITE SIZE	22651 SF	10890 SF	9147 SF	20,909 SF
Gross Living AREA Adjustment Per SF	1569 SF $35.00/SF	1815 SF	2076 SF	1501 SF
ROOM COUNT	6/3/2	7/4/2	8/4/2.1	6/3/2
BASEMENT	None	None	None	None
HV/AC	FWA/Central	FWA/Central	FWA/Central	FWA/Central
GARAGE	2 Car Garage	2 Car Garage	2 Car Garage	2 Car Garage
Porches, Etc. & Other	CvPch,Deck 1FP	CvPch,Pat,ScP 1FP	CvPch,Patio 1FP	CvPch,Deck 1FP, Fnc
NET ADJ.		-13,600	-16,700	+13,900
ADJ. SALE PRICE		$221,816	$202,800	$209,900

The above listed paired sales are all homes located in competing areas of the subject's marketing area but are at least three-fourths of one mile or more from the subject property and the Dairy Queen Restaurant. No one sale is felt to be a much better comparable than the other three. All sales closed within twelve months of the subject property. The three sales indicate a value range before adjustments of $105.73 per square foot to $132.57 per square foot. The subject property sold at $132.57 per square foot. The subject property is adjacent to (across the street) from the Dairy Queen Restaurant located at 1458 Jag Branch Blvd, Kernersville, NC 27284. The subject property sold for $208,000 which is within the value range of the paired sales without the presence of any externality. All sales were arm's length transactions with none of the sales being distress sales or foreclosures. The subject property transaction is recorded at Deed Book 3356, Page 3829 of the Forsyth County, NC Registry.

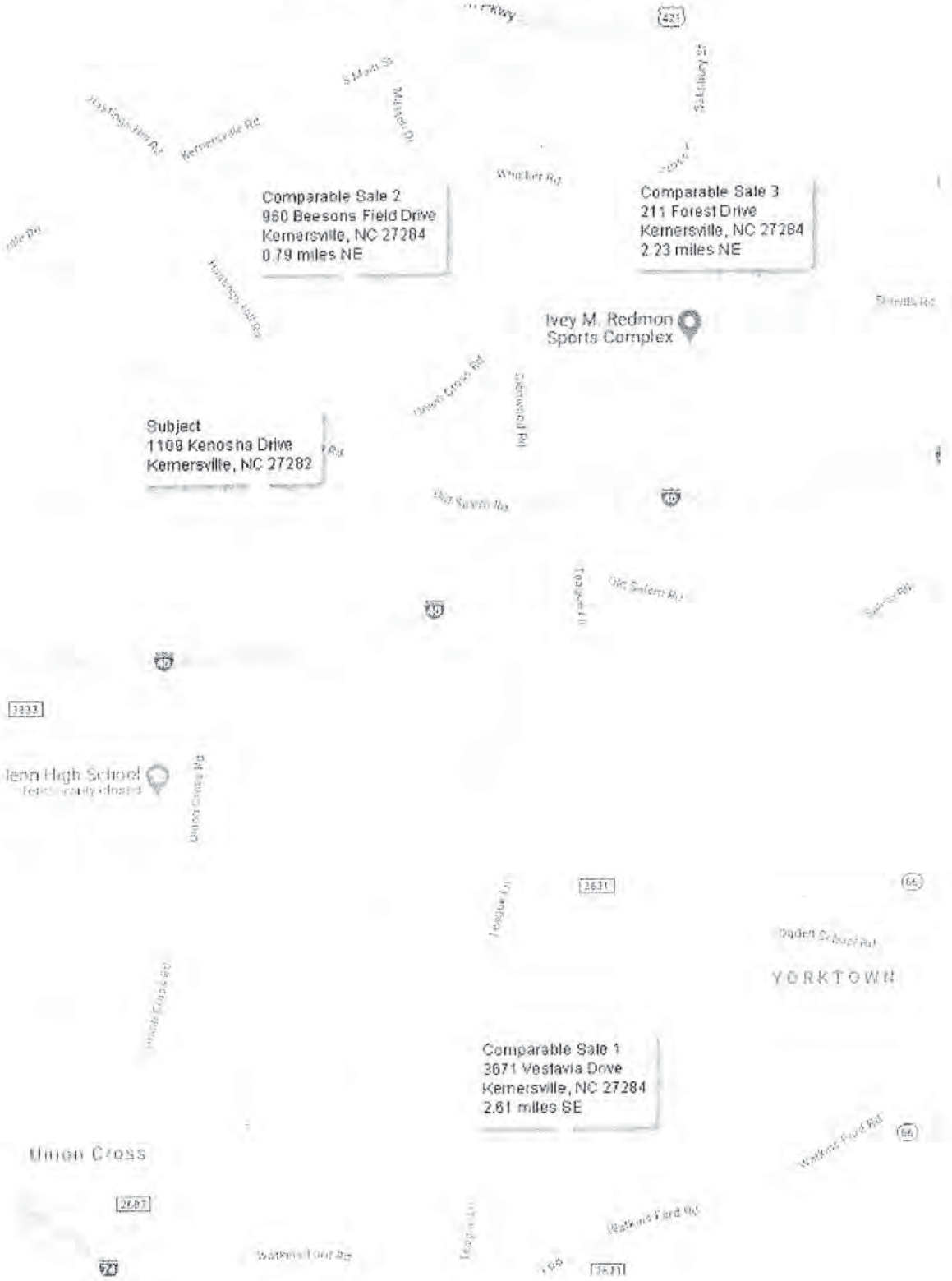
Comparable Sale Photos

Comparable Sale 1: 3671 Vestavia Drive, Kernersville, NC

Comparable Sale 2: 960 Beesons Field Drive, Kernersville, NC

Comparable 3: 720 Glenwood Road, Asheboro, NC

LOCATION MAP – Comparable Sale 3



AERIAL MAP – Comparable Sale 3

Comparable Sale 4

View of Bravo Italian Restaurant 3324 W. Friendly Ave, Greensboro, NC

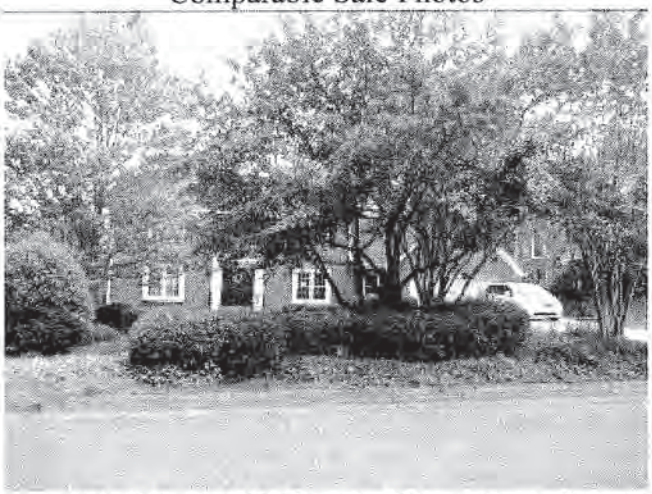
Comparable Sale 4: 3304 Wedgewood Place, Greensboro, NC 27410

PAIRED SALES ANALYSIS – COMPARABLE SALE 4

	SUBJECT	SALE #1	SALE #2	SALE #3
PROPERTY	3304 Wedge-Wood Pl, Greensboro,NC	402 Beverly Place, Greensboro,NC	6 Wedgewood Court, Greensboro,NC	3802 Madison Avenue, Greensboro,NC
SALE PRICE Price per SF	$392,500 $137.14/SqFt	$420,000 $134.79/SqFt	$379,500 $157.47/SqFt	$422,000 $120.54/SqFt
DATE OF SALE	09/09/2016	07/12/2016	04/18/2016	07/29/2016
LOCATION	Good	Good	Good	Good
QUALITY	Good	Good	Good	Good
AGE AND CONDITION	32 years Good	31 years Good	31 years Good	23 years Good
SITE SIZE	33105 SF	15246 SF	14376 SF	18731 SF
Gross Living AREA Adjustment Per SF	2862 SF $40.00/SF	3116 SF	2410 SF	3501 SF
ROOM COUNT	10/4/2.1	10/4/3.1	7/4/3	8/4/3.1
BASEMENT	None	None	None	None
HV/AC	FWA/Central	FWA/Central	FWA/Central	FWA/Central
GARAGE	2 Car Garage	2 Car Garage	None	None
Porches, Etc. & Other	Pch,Patio 1FP,Fnc	Pch,Deck 1FP,Fnc	Pch,Pat,ScrPch 1FP	CvPch,Deck 1FP,Fnc
NET ADJ.		-27,700	+17,100	-35,600
ADJ. SALE PRICE		$392,300	$396,600	$386,400

The above listed paired sales are all homes located in competing areas of the subject's marketing area but are all one fourth of a mile or more from the subject property and the Bravo Italian Restaurant which is an outparcel of an established shopping area known as The Shoppes at Friendly. All sales closed within twelve months of the subject property. No one sale is felt to be a much better comparable than the other three. The three sales indicate a value range before adjustments of $120.54 per square foot to $157.47 per square foot. The subject sold at $137.14 per square foot. The subject property is adjacent to (across the street) the Bravo Italian Restaurant located at 3324 W. Friendly Avenue in Greensboro. The subject property sold for $392,500, which is within the value range of the paired sales without the presence of any externality. All sales were arm's length transactions with none of the sales being distress sales or foreclosures. The subject property transaction is recorded at Deed Book 7853, Page 2442 of the Guilford County, NC Registry.

Comparable Sale Photos

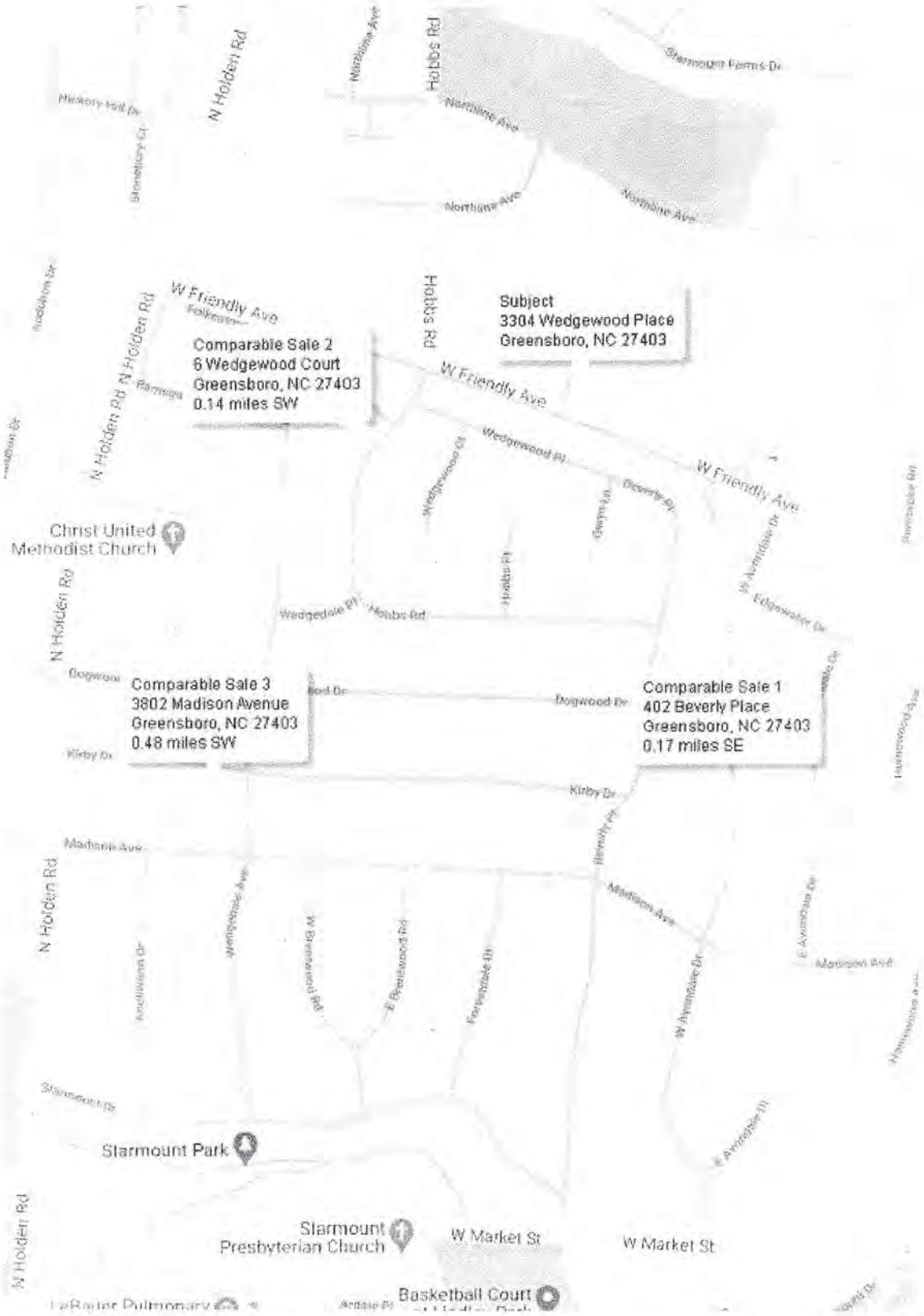


Comparable Sale 1: 402 Beverly Place, Greensboro, NC

Comparable Sale 2: 6 Wedgewood Court, Greensboro, NC

Comparable 3: 3802 Madison Ave, Greensboro, NC

LOCATION MAP – Comparable Sale 4



AERIAL MAP – Comparable Sale 4

SUMMARY OF MARKET IMPACT AND PAIRED SALES ANALYSIS

The Paired Sales Analysis in this report illustrates the acceptance of the residential use of properties abutting or in close proximity to retail and commercial land uses as well as other uses which may be considered external obsolescence. The comparable sales used in this report which are located in proximity to externalities (retail and commercial) which are considered to present more intense potential market objections than the development of the subject outparcel within the existing Hillsborough Square Commons Shopping Center. The studies of properties with these more intense externalities strengthen the conclusions reached from the paired sales analysis.

After making physical inspections of existing shopping centers and other commercial land uses, I have concluded, based upon actual market data, that commercial, retail, and residential uses are compatible and harmonious in functional utility and their values are not adversely impacted by the existence of the development of an outparcel within an established commercial area. Similarly, retail and commercial land uses have no associated stigma that is reflected in market based data.

Based on the evidence herein which was obtained and analyzed using all acceptable industry standards, I conclude that the proposed development of an 8,400 square foot outparcel located at 1226 Dixie Drive in Asheboro, NC will not injure the value of adjoining or abutting properties in any measurable way, and certainly would not injure the value of adjoining or abutting properties in a substantial way.

Because agricultural and timber land are less sensitive to external obsolescence than residential properties, a finding of no impact to residential properties would apply to these land uses as well.

Respectfully submitted,

Molly M. Chisholm
NC State Certified Residential Appraiser
NC - #A4075
Expiration date 06/30/2020

LIMITING CONDITIONS and ASSUMPTIONS

This Impact Analysis and the certification are made expressly subject to the following assumptions and limiting conditions and any special limiting conditions contained in the letter which are incorporated herein by reference:

The property description, plans and specifications furnished to the appraisers are assumed to be correct. I assume no responsibility for matters legal in character nor do we render any opinion as to the title, which is assumed to be good. Unless otherwise specified, all existing liens and encumbrances have been disregarded and the property appraised as though free and clear.

The conclusions are based upon the purchasing power of the dollar as of April 22, 2020.

Any exhibits are included to assist the reader in visualizing the property. I have made no survey of the property, and assume no responsibility in connection with such matters.

I believe to be reliable any information in this report furnished to the appraisers by others, but I assume no responsibility for its accuracy.

Possession of this report or copy thereof does not carry with it the right of publication nor does it obligate the appraisers to appear in court, commission or any other capacity unless arrangements are subsequently made. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the appraisers, particularly as to conclusions, or to the identity of the appraisers or appraisal firm represented, or any reference to any appraisal organization or appraisal designation.

By acceptance of this report, the client agrees that this market impact analysis, its findings, or any part thereof will not be quoted out of context. It is also agreed that this report is the property of the client and its contents and/or findings will not be disclosed by the appraisers except by express direction of the client or due process of law.

Certification Statement

I certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the conclusions obtained from market data, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this market impact analysis.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- I certify sufficient competence to complete this impact analysis through education and experience, in addition to the internal resources of the appraisal firm.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this market analysis.
- Molly M. Chisholm (NC State Certified Appraiser #A4075) made an inspection of the subject property.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Molly M. Chisholm

Molly M. Chisholm
Hylton-Crowder & Assoc., Inc.
NC State Certified
Residential Appraiser #A4075

LICENSE

Certificate No. A4075

State of North Carolina

North Carolina
Appraisal Board

MOLLY M. CHISHOLM

having satisfied the North Carolina Appraisal Board regarding the qualifications to practice as a Residential Real Estate Appraiser in this State and having complied with the requirements prescribed by law, is hereby certified as a

State-Certified
Residential Real Estate Appraiser

Given under and by virtue of the provisions of Article 1 Chapter 93E of the General Statutes of North Carolina, I hereunto set my hand and seal of the North Carolina Appraisal Board at Raleigh on the date below shown:

NORTH CAROLINA APPRAISAL BOARD
APPRAISER QUALIFICATION CARD
Expires June 30, 2020

REGISTRATION / LICENSE / CERTIFICATE HOLDER

MOLLY M CHISHOLM

A4075	C	Y
APPRAISER NUMBER	TYPE	NATIONAL REGISTRY

APPRAISER'S SIGNATURE — EXECUTIVE DIRECTOR

A. Melton Black, Jr.
Executive Director

Glossary

This glossary contains the definitions of common words and phrases, used throughout the appraisal industry, as applied within this document. Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate.* 14th ed. Chicago: Appraisal Institute, 2013. Print.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal.* 6th ed. 2015. Print.

Band of Investment

A technique in which the capitalization rates attributable to components of an investment are weighted and combined to derive a weighted-average rate attributable to the total investment (i.e., debt and equity, land and improvements). (Dictionary, 6th Edition)

Common Area

1. The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities.
2. In a shopping center, the walkways and areas onto which the stores face and which conduct the flow of customer traffic. (ICSC) (Dictionary, 6th Edition)

Common Area Maintenance (CAM)

1. The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.
   - CAM can be a line-item expense for a group of items that can include maintenance of the parking lot and landscaped areas and sometimes the exterior walls of the buildings.
   - CAM can refer to all operating expenses.
   - CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an administrative load. An example would be a 15% addition to total operating expenses, which are then prorated among tenants. The administrative load, also called an administrative and marketing fee, can be a substitute for or an addition to a management fee.
2. The amount of money charged to tenants for their shares of maintaining a center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenances, snow removal, security, and upkeep. (ICSC) (Dictionary, 6th Edition)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service (DCR = NOI/Im), which measures the relative ability of a property to meet its debt service out of net operating income; also called debt service coverage ratio (DSCR). A larger DCR

indicates a greater ability for a property to withstand a downturn in revenue, providing an improved safety margin for a lender. (Dictionary, 6th Edition)

Discount Rate
A rate on return on capital used to convert future payments or receipts into present value; usually considered to be a synonym for yield rate. (Dictionary, 6th Edition)

Effective Age
The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age. (Dictionary, 6th Edition)

Effective Date
1. The date on which the appraisal or review opinion applies. (SVP)
2. In a lease document, the date upon which the lease goes into effect.

Exposure Time
1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 6th Edition)

External Obsolescence
A type of depreciation; a diminution in value caused by negative externalities and generally incurable on the part of the owner, landlord, or tenant. The external influence may be either temporary or permanent (Dictionary, 6th Edition).

Extraordinary Assumption
An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinion or conclusion. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.) (Dictionary, 6th Edition)

Fee Simple Estate
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 6th Edition)

Functional Obsolescence
The impairment of functional capacity of a property according to market tastes and standards. (Dictionary, 6th Edition)

Functional Utility
The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms. (Dictionary, 6th Edition)

Gross Building Area (GBA)
Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above grade area. (Dictionary, 6th Edition)

Gross Leasable Area (GLA)
Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces. (Dictionary, 6th Edition)

Highest & Best Use
The reasonably probable use of property that results in the highest value. The four criteria that the highest and best legal use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. (Dictionary, 6th Edition)

Hypothetical Condition
A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but it is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.) (Dictionary, 6th Edition)

Leased Fee Interest
The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the revisionary right when the lease expires. (Dictionary, 6th Edition)

Market Area
The geographic region from which a majority of demand comes in which the majority of competition is located. Depending on the market, a market area may be further subdivided into components such as primary, secondary, and tertiary market areas, or the competitive market area may be distinguished from the general market area. (Dictionary, 6th Edition)

Market Rent
The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and reevaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (Dictionary, 6th Edition)

Market Value
A type of value that is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined, such as the following:

1. The most widely accepted components of market value are incorporated in the following definition: The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after a reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgably, and for self-interest, and assuming that neither is under undue duress.
2. Market value is described, not defined, in the Uniform Standards of Professional Appraisal Practice (USPAP) as follows: A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of

the term identified by the appraiser as applicable in an appraisal.

USPAP also requires that certain items be included in every appraisal report. Among these items, the following are directly related to the definition of market value:

- Identification of the specific property rights to be appraised.
- Statement of the effective date of the value opinion.
- Specification as to whether cash, terms equivalent to cash, or other precisely described financing terms are assumed as the basis of the appraisal.
- If the appraisal is conditioned upon financing or other terms, specification as to whether the financing or terms are at, below, or above market interest rates and/or contain unusual conditions or incentives. The terms of above—or below—market interest rates and/or other special incentives must be clearly set forth; their contribution to, or negative influence on, value must be described and estimated; and the market data supporting the opinion of value must be described and explained.

3. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and the seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
   - Buyer and seller are typically motivated;
   - Both parties are well informed or well advised, and acting in what they consider their best interests;
   - A reasonable time is allowed for exposure in the open market;
   - Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
   - The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

   (12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)
4. The International Valuation Standards Council defines *market value* for the purpose of international standards as follows: The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgably, prudently and without compulsion. (IVS)
5. The Uniform Standards for Federal Land Acquisitions defines *market value* as follows: Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date for the appraisal, after a reasonable exposure time on the open competitive

market, from a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. (Uniform Standards for Federal Land Acquisitions) (Dictionary, 6th Edition)

Marketing Time
An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time). (Dictionary, 6th Edition)

Net Operating Income (NOI)
The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. Note: This definition mirrors the convention used in corporate finance and business valuation for EBITDA (earnings before interest taxes, depreciation, and amortization) (Dictionary, 6th Edition)

Obsolescence
One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external. (Dictionary, 6th Edition)

Parking Ratio
A ratio of parking area or parking spaces to an economic or physical unit of comparison. Minimum required parking ratios of various land uses are often stated in zoning ordinances. (Dictionary, 6th Edition)

Rentable Area
For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice. (Dictionary, 6th Edition)

Exhibit C

Fox Rothschild LLP
ATTORNEYS AT LAW

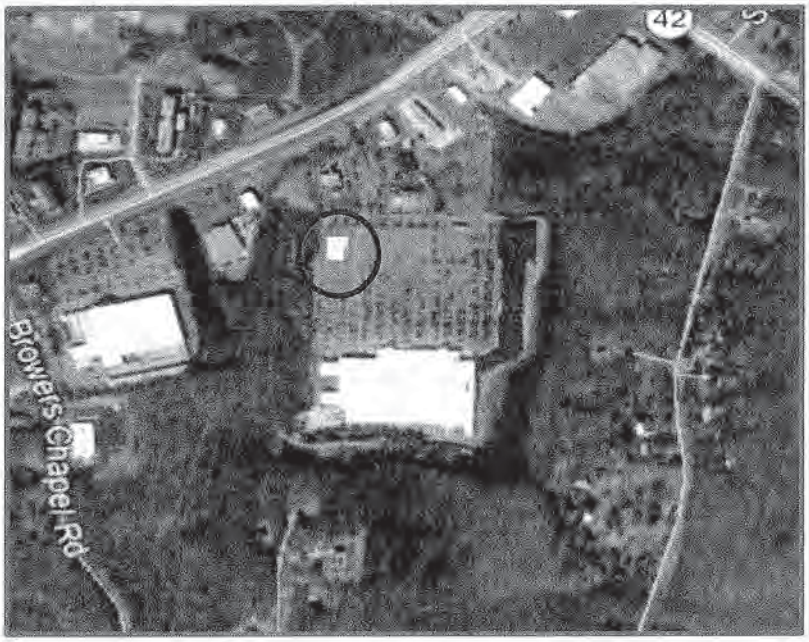
300 N. Greene Street
Suite 1400
Greensboro, NC 27401
Tel (336) 378-5200 Fax (336) 378-5400
www.foxrothschild.com

TOM TERRELL
Direct No: 336.378.5412
Email: TTerrell@Foxrothschild.com

April 16, 2020

Dear Neighbor,

I represent Tricor International, LLC that has filed an application for a conditional use permit (CUP) with the City of Asheboro to add a small (8,400 sq. ft.) retail outparcel inside the Walmart parking lot at 1226 Dixie Drive. The location and size of the proposed parcel is shown below:



The original conditional use permit, approved in 1998, allowed for the construction of the entire shopping center where Walmart is located. The proposed CUP would allow for amendment of the original site plan only to include a new and internal outparcel while keeping all of the protections that residential neighbors requested in 1998 and that were adopted as CUP conditions.

In other words, everything that currently exists will continue to exist except that, if approved, there will be an additional retail outparcel in the Walmart parking lot. Residents on Inwood should notice no change or be able to see it.

The tenant mix has not been finalized, but the architecture would look essentially like a similar outparcel Tricor developed in Florida, which I show you below:

The addition of this interior outparcel is part of a larger renovation of Hillsborough Square Commons Shopping Center. Tricor is excited to announce its plans to completely renovate the Center, including parking lot repairs, sealing and striping, landscaping revitalization, new light fixtures, and refreshed painting and signage. Tricor hopes to have this renovation completed within the next 60 days.

You will soon receive notice from the City of Asheboro that there will be a public hearing to review this permit request on May 7 at 7:00 p.m. at 146 N. Church Street.

This meeting is open to the public, and you may attend to participate or just come to listen. The City Council may deny the application, approve the application, or approve it with amended conditions.

Normally I would conduct a face-to-face meeting so that you could personally meet the developer and ask questions, but the current statewide orders will not allow it. If you have questions after reading this letter, I invite you to contact me directly. My cell number (336-847-2000) is fully

available to you. You can also email me at tterrell@foxrothschild.com. If you wish to contact the city, please call the planning department at 336-626-1201 ext. 225.

Very truly yours,

Thomas E. Terrell, Jr.

Thomas E Terrell, Jr.

Exhibit D

Property Owners within 1300 Feet
Of Tricor International Site

CENTERPOINT PLAZA SHOPS LLLP
270 W NEW ENGLAND AVE
WINTER PARK, FL 32789

ARC FMABONC001 LLC
920 WINTER ST
WALTHAM, MA 2451

PRG EMBASSY PROPERTIES LP
9454 WILSHIRE BLVD, SUITE 220
BEVERLY HILLS, CA 90212

NC LAND LLLP
270 W NEW ENGLAND AVE
WINTER PARK, FL 32789

Robert and Nancy Hammonds
444 INWOOD RD
ASHEBORO, NC 27205

Walid Elsayed
361 INWOOD RD
ASHEBORO, NC 27203

Rebecca L. Craven
404 INWOOD ROAD
ASHEBORO, NC 27205

K MART CORPORATION
PO BOX 927000
HOFFMAN ESTATES, IL 60192

James and Delores Needham
329 INWOOD RD
ASHEBORO, NC 27205

U S REALTY 87 ASHEBORO ASSOCIATES LP
820 MORRIS TURNPIKE
SHORT HILLS, NJ 7078

Tyler and Tina Voncannon
258 LAWRENCE DR
ASHEBORO, NC 27205

Rudolph D. Rich, Sr. c/o Kay B. Rich, Trusteee
384 INWOOD RD
ASHEBORO, NC 27205

PGG HOLDINGS LLC
22531 TORRENCE CHAPEL RD
CORNELIUS, NC 28031

ASHCHICK LLC
1212 E DIXIE DR
ASHEBORO, NC 27203

Allison Gallagher and Eric Cooper
814 CLIFF RD
ASHEBORO, NC 27203

RANDOLPH GROUP PROPERTIES LLC
P O BOX 4698
ASHEBORO, NC 27204

NC LAND LLLP
270 W NEW ENGLAND AVE
WINTER PARK, FL 32789

PF ASHEBORO TOO LLC
P O BOX 7300
EL DORADO, AR 71731

1304 EAST DIXIE DRIVE LLC
8001 11TH AVE
BROOKLYN, NY 11228

ALDI INC
P O BOX 460049 DEPT 501
HOUSTON, TX 77056

MIDDLETON INCOME INVESTORS ASHEBORO LLC
400 SKOKIE BLVD, STE 820
NORTHBROOK, IL 60062

D AND H REAL ESTATE LLC
1985 TATE BLVD SE, STE 756
HICKORY, NC 28602

Michael and Laura Hayes
257 LAWRENCE DR
ASHEBORO, NC 27205

CONIFEROR LLC
9918 N PALISADES BLVD
FOUNTAIN HILLS, AZ 85268

K MART CORPORATION
PO BOX 927000
HOFFMAN ESTATES, IL 60192

James P. Nance
276 INWOOD RD
ASHEBORO, NC 27205

NC INCOME PROPERTIES LLLP
270 W NEW ENGLAND AVE
WINTER PARK, FL 32789

Charles and William Burrows
1650 B B TRL
ASHEBORO, NC 27205

Paula Bowman and Trampas Wilson
332 INWOOD RD
ASHEBORO, NC 27205

BIGGS FAMILY LLC
801 SW SAN ANTONIO DR
PALM CITY, FL 34990

NC INCOME PROPERTIES LLLP
270 W NEW ENGLAND AVE
WINTER PARK, FL 32789

Gonsala Bautista
392 INWOOD RD
ASHEBORO, NC 27205

Kenneth and Sherrie Ellison
428 INWOOD RD
ASHEBORO, NC 27205

CLARK STORES LLC
P O BOX 469
CLINTON, NC 28329

Berry and Theresa Stanley
356 INWOOD RD
ASHEBORO, NC 27205

NC LAND LLLP
270 W NEW ENGLAND AVE
WINTER PARK, FL 32789

PF ASHEBORO TOO LLC
105 REYNOLDS DR
FRANLIN, TN 37064

Kenneth and Janet McFadden
312 INWOOD RD
ASHEBORO, NC 27205

Michael and Rikki Poindexter
300 INWOOD RD
ASHEBORO, NC 27205

AHIP NC ASHEBORO PROPERTIES LLC
925 W GEORGIA ST STE 800
VANCOUVER BC

Christopher and Allison Forester
252 LAWRENCE DR
ASHEBORO, NC 27205

William and Sandra Zuker
359 INWOOD RD
ASHEBORO, NC 27205

Garrett and Peggy Craven
424 INWOOD RD
ASHEBORO, NC 27205

ARCP LW ASHEBORO NC LLC
2398 E CAMELBACK RD 4TH FLOOR
PHOENIX, AZ 85016

R & T PROPERTIES OF NC LLC
P O BOX 10398 BATTLEGROUND RESTAURANT GROUP
GREENSBORO, NC 27408