

**AMENDED AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, AUGUST 5, 2021, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Public comment period.
4. Consent agenda items for approval, acknowledgement, and/or adoption:
 - (a) City council meeting minutes for the regular meeting on July 15, 2021.
 - (b) City council meeting minutes for the special meeting on July 22, 2021.
 - (c) A resolution authorizing the execution of easements and an electric service installation agreement with Randolph Electric Membership Corporation for the installation of overhead and underground equipment needed for the Zoo City Sportsplex.
 - (d) Additional fees of \$3,400.00 to The Wooten Company for the Newbern Avenue drainage study project in order to investigate alternatives to the 60" pipe as discussed during the regular July city council meeting.
 - (e) Community Development Division request to schedule for September 16, 2021, and to advertise, public hearings on the following land use cases:
 - (i) An application to apply City of Asheboro I2 (CZ) zoning to a parcel of land (Randolph County Parcel Identification No. 7761597738) at 577 Gold Hill Road; and
 - (ii) An application to rezone a parcel of land (Randolph County Parcel Identification No. 7763511812) at 1008 Hub Morris Road from R10 to R40 (CZ) zoning.
 - (f) An agreement with Randolph County concerning the proper usages of addresses within the 9-1-1 system.
 - (g) An agreement with the United Way of Randolph County to assist in the administration of the CDBG – CV Program funding.
 - (h) A resolution for accepting American Rescue Plan Act funds.

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

- (a) Case No. RZ-21-07: A legislative hearing, which was continued from July 15, 2021, on a request to amend the RA6 (CZ) zoning on property located west of 1591 East Allred Street, approximately 100 feet east of Ridgewood Circle, to allow a residential planned unit development and approve a subdivision sketch design;

- A continuance has been requested by the applicant.

- (b) Case No. RZ-21-08: A legislative hearing on a request to rezone a parcel of land (Randolph County Parcel Identification No. 7752676855) at 2078 North Asheboro School Road from R15 to O & I zoning;

- (c) Case No. RZ-21-09: A legislative hearing on a request to rezone a portion of two parcels of land (Randolph County Parcel Identification Nos. 7754913917 and 7754818703) at 5009 United States Highway 220 Business North from R15 to I2 zoning; and

- (d) A request for final plat approval of West Pointe Townhomes, Phase 1.

6. Engineering Intern Spencer Patton will present a request to award a contract for the airport runway/taxiway lighting rehabilitation project to the lowest responsive, responsible bidder (Walker & Whiteside, Inc.) for \$1,051,325.00.
7. City Manager John Ogburn will request council action on a petition from Asheboro Land Development, LLC seeking the annexation of a parcel (Randolph County Parcel Identification No. 7761597738) containing approximately 114 acres of land:

- (a) A resolution directing the city clerk to investigate the annexation petition; and

- (b) A resolution setting the date for a public hearing.

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

9. Adjournment.

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, JULY 15, 2021
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

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

Clark R. Bell) – Council Member Absent

John N. Ogburn, III, City Manager
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Eddie Garner, Chief Building Inspector
N. Byron Hill, Police Captain
Michael L. Leonard, PE, City Engineer
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Michael D. Rhoney, PE, Water Resources Director
Jeffrey C. Sugg, City Attorney
Willie Summers, Fire Chief
Tammy M. Williams, Deputy City Clerk

1. Call to Order.

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

2. Moment of Silent Prayer and Pledge of Allegiance.

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

3. Introduction of Chief Building Inspector Eddie Garner.

Community Development Director Trevor Nuttall introduced Mr. Eddie Garner, who is the city's new chief building inspector. Mr. Garner's first day of employment with the city was May 3, 2021, and he fully transitioned into his new role upon the retirement of Randy Purvis, who was the former chief building inspector.

No formal action was requested of the council, and none was taken.

4. Announcement that Downtown Asheboro, Inc. will host the 2021 North Carolina Main Street Directors' Annual Meeting.

Ms. Rebekah McGee, Director of Downtown Asheboro, Inc., announced that Asheboro has been selected to host the 2021 North Carolina Main Street Directors' Annual Meeting. The meeting will begin on August 2, 2021, and continue through August 6, 2021.

Asheboro is honored to host this meeting after being accepted into the downtown revitalization program in 2020. The meeting consists of approximately one-hundred (100) downtown directors from around the state.

Additionally, Ms. McGee announced that the Zoo City Summerfest event will be held on Saturday, August 7, 2021, in downtown Asheboro and will consist of a car show, food trucks, family-friendly activities, and a live band.

No formal action was requested of the council, and none was taken.

5. Newbern Avenue and Karla Drive Drainage Improvements Study.

Mr. John Grey, PE used a slide show to discuss the study conducted by The Wooten Company as part of the city's response to concerns about flooding in the Newbern Avenue and Karla Drive area. Between the homes at 840 Newbern Avenue and 862 Newbern Avenue, the peak water level elevation associated with a 100-year storm is 691.25 feet. The finished floor elevation for the basement at 840 Newbern Avenue is 687.3 feet, and the elevation for the basement at 862 Newbern Avenue is 688.55 feet.

Based on modeling the study's current recommendations, the contemplated improvements would reduce, during a 100-year storm, the maximum peak water level elevation between 840 Newbern Avenue and 862 Newbern Avenue by approximately five feet to 686.7 feet. While the council members were pleased with the work performed by the engineering firm, the consensus opinion was to seek additional options for creating a modest increase in the margin of difference between the finished floor elevations of the above-referenced homes and the maximum peak water level elevation during a 100-year storm.

Mr. Michael Leach and Mr. Dale Loflin, who reside within the area in question, shared their observations about the drainage issues in the neighborhood.

Additionally, Mr. Robert Wilhoit, Esq. of the Wilhoit/Allen law firm spoke on behalf of Mac and Peggy Sherrill, who reside at 845 Newbern Avenue. Mr. Wilhoit presented a letter addressing his clients' concerns and requesting that the city be mindful of the potential negative impacts of the construction work that might ultimately be necessitated as part of the implementation of drainage improvements.

Copies of the above-referenced letter and the slide show presentation utilized by Mr. Grey are on file in the city clerk's office. City staff members will continue to work with engineers to prepare a report on other options that could be used to address the council members' concerns.

Until additional engineering examinations can be completed, the council members simply expressed their preferred goals for a drainage improvement project. At this particular meeting, no formal action was requested of the governing board, and none was taken.

6. Public Comment Period.

Mayor Smith opened the floor for public comments.

Mr. Ron Robbins asked the city council to consider converting Hopewell Street, where he lives, from the current one-way traffic flow to a two-way traffic pattern. In response to the general consensus expressed by the council members, the city manager will work with the city's professional staff, specifically including the police and engineering departments, to evaluate the feasibility of this request.

Ms. Hilda DeCortes inquired about land use case number RZ-21-07, and she was informed that a public hearing will be held for that case. Due to a continuance request, the hearing for case number RZ-21-07 is scheduled for the council's next regular meeting on August 5, 2021.

When no one else expressed an interest in offering comments, Mayor Smith closed the public comment period.

7. Consent Agenda.

Council Member Burks moved, and Council Member Snuggs seconded the motion, to approve/adopt, as presented, the following consent agenda items. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

(a) The meeting minutes for the city council's regular meeting on June 10, 2021.

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

(b) The meeting minutes for the city council's special meeting on June 22, 2021.

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

(c) General account of the closed session held by the city council on June 22, 2021.

The approved general account of the above-referenced closed session is 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.

(d) Resolution sealing the general account of the closed session held on June 22, 2021.

The remainder of this page has been intentionally left blank. The approved resolution sealing the general account of the closed session held on June 22, 2021, is printed in its entirety on the next page.

RESOLUTION NUMBER 17 RES 7-21

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Resolution Sealing the General Account of a Closed Session
Conducted during a Special Meeting on June 22, 2021

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)(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 June 22, 2021, to discuss with the city attorney a matter that falls within the scope of the attorney-client privilege; and

WHEREAS, the purpose for going into closed session on June 22, 2021, 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 June 22, 2021, 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 July 15, 2021.

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

ATTEST:

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

(e) Receipt from the Asheboro ABC Board of its meeting minutes for May 3, 2021, and June 7, 2021.

The minutes of the meetings held by the Asheboro ABC Board on March 1, 2021, and on June 7, 2021, 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) **A resolution appointing Robert E. Morrison to a new three-year term of office on the Asheboro ABC Board.**

RESOLUTION NUMBER 18 RES 7-21

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**Resolution Appointing Robert E. Morrison to a New Three-Year
Term of Office on the Asheboro ABC Board**

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

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

WHEREAS, in August 2021, Robert E. Morrison will complete his third three-year term of office on the Board; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, effective August 13, 2021, Robert E. Morrison is reappointed to the Asheboro ABC Board for another three-year term of office.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 15th day of July, 2021.

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

ATTEST:

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

- (g) **Community Development Division’s request to schedule for August 5, 2021, and to advertise, public hearings on the following land development applications:**

- (i) **An application to rezone a parcel of land (Randolph County Parcel Identification Number 7752676855) at 2078 North Asheboro School Road from R15 to O&I zoning; and**
- (ii) **An application to rezone real property (a portion of Randolph County Parcel Identification Numbers 7754913917 and 7754818703) at 5009 United States Highway 220 Business North from R15 to I2 Zoning.**

The hearings for the above-referenced land use cases will be scheduled and advertised in accordance with the applicable statutes/ordinances and then heard during the city council's regular meeting on August 5, 2021.

8. Community Development Items.

- (a) **Case No. RZ-21-06, which pertained to an application to rezone a parcel of land (Randolph County Parcel Identification Number 7760373801) on the north side of Mackie Road from R10 to OA6 zoning, has been withdrawn.**

Community Development Director Trevor Nuttall reported on the applicant's withdrawal of the above-referenced land use case. No action was taken by the council during this portion of the meeting.

- (b) **Legislative Hearing (Case No. RZ-21-07): An application for a residential planned unit development, including a subdivision sketch design, on a parcel of land (Randolph County Parcel Identification Number 7762740259) located west of 1591 East Allred Street, approximately 100 feet east of Ridgewood Circle.**

Subsequent to Mayor Smith opening the public hearing, Mr. Nuttall presented a written request from Summey Engineering Associates, PLLC, on behalf of the Applicant, Davidson Land Development, LLC, to continue the above-referenced land use case to the council's next regular meeting.

Council Member Burks moved, and Council Member Swiers seconded the motion, to continue the hearing of the above-referenced land use case to the council's next regular meeting on August 5, 2021. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

9. Timber Harvest at the Wastewater Treatment Plant Property.

Water Resources Director Michael Rhoney, PE presented and recommended adoption, by reference, of a resolution accepting the highest bid received in response to a timber sale conducted by means of advertising for sealed bids.

Council Member Moffitt moved, and Council Member Carter seconded the motion, to adopt the following resolution by reference. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 19 RES 7-21

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Resolution Accepting the Highest Bid Received in Response to a Timber Sale Conducted by Advertisement for Sealed Bids

WHEREAS, in the vicinity of Bonkemeyer Drive at the City of Asheboro Wastewater Treatment Plant, the City of Asheboro owns two parcels of land (the "WWTP Property") identified as follows: One parcel of land (Randolph County Parcel Identification Number 7763758973) is described in the Office of the Register of Deeds for Randolph County, North Carolina (the "Randolph County Registry") in Deed Book 652, Page 645, Randolph County Registry, while the second parcel of land (Randolph

County Parcel Identification Number 7763645814) is described in Deed Book 652, Page 648, Randolph County Registry; and

WHEREAS, with the assistance of a consulting forester, E. Gerald Tugwell, ACF of Tugwell Consulting Forestry, P.A., approximately 43 acres within the above-described WWTP Property has been designated, subject to certain restrictions and conditions, as a timber sale area; and

WHEREAS, pursuant to Section 160A-268 of the North Carolina General Statutes and a resolution (Resolution Number 09 RES 5-21) adopted by the Asheboro City Council on May 6, 2021, the Asheboro City Council authorized the sale of certain standing timber on the WWTP Property by means of advertisement and sealed bid; and

WHEREAS, legal notice of the sale of standing timber by means of sealed bids was published in *The Courier-Tribune* on May 11, 2021; and

WHEREAS, in accordance with the information printed in the advertisement for sealed bids, the bids from prospective purchasers were opened on June 11, 2021; and

WHEREAS, the following bids were received in response to the advertisement for sealed bids for the sale of standing timber:

Edwards Timber Company, Inc.	\$224,354.00;
Uwharrie Lumber Company	\$210,734.00;
Kepley-Frank Lumber Company	\$195,164.00; and

WHEREAS, the high bidder, Edwards Timber Company, Inc., submitted a bid that was responsive to the advertisement for sealed bids; and

WHEREAS, the city's consulting forester has reported that his past observations of the operations conducted by Edwards Timber Company, Inc. have led him to conclude that this bidder is a reputable and professional company.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that Edwards Timber Company, Inc. is the highest responsive, responsible bidder for the above-described standing timber, and, subject to the terms and conditions stated in the advertisement for sealed bids, the company's bid of \$224,354.00 is hereby accepted.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 15th day of July, 2021.

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

ATTEST:

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

10. Fire Department Annual Report.

Fire Chief Willie Summers used a slide show to present an overview of the Asheboro Fire Department's activities during 2020. During his presentation,

Chief Summers highlighted that the Asheboro Fire Department responded to 3,595 calls for service. Additionally, Chief Summers reported on the fire department's response to the current public health emergency.

No formal action was requested of the council under this agenda item, and none was taken. A copy of the department's written annual report is on file in the city clerk's office.

11. Dixieland Acres Traffic Study.

City Engineer Michael Leonard, PE utilized a slide show presentation to discuss the Dixieland Acres traffic calming study. The purpose of the study was to obtain plans/recommendations for effectively addressing traffic problems within the Dixieland Acres neighborhood.

The recommendations generated by the study include the application of realigned intersections, multiple speed cushions, and 4-way stops. The placement and coverage of calming measures takes a system-wide approach to address issues and prevent alternative cut-through routes.

In addition to the above-referenced traffic calming measures, the study includes recommendations for reducing neighborhood speed limits to 30 mph and installing a median island. The council members' reactions to these recommendations were positive.

Individualized recommendations will be brought before the council at future meetings with specific ordinances to implement each recommendation in a legally enforceable manner. During the current meeting, no formal action was requested of the council, and none was taken.

A copy of the traffic calming study and the slide show utilized by the city engineer is on file in the city clerk's office.

12. Special Meeting on July 22, 2021.

Mayor Smith announced that a special city council meeting will be held at 6:00 p.m. on July 22, 2021, in the council chamber, to discuss potential renovations and enhancements for McCrary Park. This announcement was for informational purposes only, and no formal action was taken by the council under this agenda item.

13. Upcoming Events.

Mayor Smith and City Manager John Ogburn led an informal discussion of upcoming events for the city government and the community in general. No formal action was taken by the council during this portion of the meeting.

There being no further business, the meeting was adjourned at 8:44 p.m.

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

MEETING DATE: THURSDAY, JULY 22, 2021

MEETING TIME: 6:00 P.M.

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

At 6:00 p.m. on Thursday, July 22, 2021, the Asheboro City Council will convene for a special meeting in the council chamber on the 2nd floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203. The purpose of this meeting is to provide an opportunity for reviewing and discussing the design professional's concepts for renovating and enhancing McCrary Park.

While the focus of this meeting is the review and discussion by the governing board of plans for McCrary Park's future, the Asheboro City Council may provide direction to city staff as to the next steps to be taken in order to upgrade the facility. Anyone who wishes to attend this special meeting of the Asheboro City Council is welcomed.

This special meeting notice was issued on the 16th day of July, 2021.

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

#

**SPECIAL MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY JULY 22, 2021
6:00 P.M.**

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

- | | |
|-------------------|-----------------------------|
| David H. Smith |) – Mayor Presiding |
| Clark R. Bell |) |
| Edward J. Burks |) |
| Linda H. Carter |) |
| Walker B. Moffitt |) – Council Members Present |
| Jane H. Redding |) |
| Katie L. Snuggs |) |
| Charles A. Swiers |) |
- John N. Ogburn, III, City Manager
Michael L. Leonard, PE, City Engineer
Jonathan M. Sermon, Recreation Services Director
Jeffrey C. Sugg, City Attorney
Tammy M. Williams, Deputy City Clerk

1. Call to Order.

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

2. Potential McCrary Baseball Park Renovations and Expansion.

Mayor Smith asked City Manager John Ogburn to introduce the design professional who has been working on this project. The city manager then introduced William D. Moser, Jr., AIA, NCARB.

Mr. Moser is part of the Greensboro office of the architecture, engineering, and planning firm known as CPL. He utilized a slide show and handouts to illustrate the renovations and enhancements conceptualized for McCrary Park. Copies of the presentation materials are on file in the city clerk's office.

For discussion purposes, the governing board received a tentative project schedule with phases of construction. The estimated total project cost is just under \$10,000,000.00. The project cannot proceed until funding is secured.

Potential funding sources for the contemplated project include a combination of private fundraising and assistance through programs such as the American Rescue Plan Act of 2021 and the federal infrastructure program. Mr. Ogburn asked the council members to review the information distributed during the meeting and to follow-up with city staff with insights as to how the proposed project should be implemented, inclusive of issues of project scope and funding.

No formal action was requested of the council during this meeting, and none was taken. The focus of this meeting was the provision of information for review and on-going discussion.

There being no further business, the meeting was adjourned at 7:05 p.m.

Tammy M. Williams, Deputy City Clerk

David H. Smith, Mayor

Randolph Electric Membership Corporation
Underground Electric Service Installation Agreement

I, Asheboro City Manager John N. Ogburn, III, have requested that Randolph Electric provide an underground electric service line to the City of Asheboro – Zoo City Sportsplex located at Zoo Parkway and Old Cox Rd.

In making this request and in consideration for Randolph Electric Membership Corporation providing this service, I understand and agree to the following:

As the property owner, I take full responsibility for informing Randolph Electric of the correct location of all underground objects that might be damaged by or cause damage to Randolph Electric's equipment or it's contractors equipment, in the process of installation. These include, but are not limited to – septic tanks, drain lines, water lines, irrigation lines, oil lines, gas lines, telephone lines and electrical lines not owned by Randolph Electric.

Part of these underground facilities will be located for you by North Carolina One-Call, free of charge, by calling 811. I understand that, once informed by me of the correct location of any obstructions, and having them clearly marked, Randolph Electric or its contractor will assume responsibility to avoid damage to said objects.

 (Initial) **I assume full responsibility for any damage to obstructions caused by failing to notify or incorrectly notifying Randolph Electric of their location.**

I understand that Randolph Electric or its contractor will assume responsibility for performing said installation in a professional manner by avoiding damage to obvious above-ground objects such as curbs, gutters, shrubs, sidewalks and buildings.

 (Initial) **I agree to the specific route of the new underground installation, as marked by the Randolph Electric representative.**

By requesting underground electric service, I understand that Randolph Electric will not be responsible for reestablishing or replacing seeded, graveled, paved, or concreted surfaces disrupted due to the installation of underground conductors, normal settling of the backfilled trench, nor for trees that are injured as a result of the roots being cut. I understand that tire tracks may result from the use of machinery necessary for the installation of underground cable.

In the event that due to the presence of rock, where conventional trenching will not satisfactorily open the trench and specialized materials and equipment are required (i.e. blasting, drilling, track hoe, mechanical compressor, etc.), I understand that I shall be responsible for the additional costs to excavate the rock. In lieu of paying additional fees for this work, I may be granted the option of excavating the trench in accordance with Randolph Electric specifications. Any trench opened must be approved prior to the installation of electric facilities.

I have received a copy of this form and I am willing to make a payment in aid of construction based on the charges in the Service Rules and Regulations at an **estimated cost of \$ 545,343.87 including tax**. Additional **Rock** excavation cost still applies to **free underground secondary** services for Total Electric accounts. **Payment to be divided into equal installments and paid monthly for a period of 10 years.**

All Services over 200 feet long will experience dimming lights, Therefore the maximum secondary length Randolph Electric will install to a house is 250 feet. I will allow REMC a minimum of three weeks construction time after receiving all county or city inspections.

I have read this agreement and understand and agree to the provisions as stated.

Owner

Date

Randolph Electric Membership Corporation Representative

Date

Mail to: Randolph EMC, PO Box 40, Asheboro, NC 27204-0040

DISTRIBUTION LINE EASEMENT

STATE OF NORTH CAROLINA – COUNTY OF Randolph

KNOW ALL MEN THESE PRESENTS, that the undersigned CITY OF ASHEBORO

for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey unto **RANDOLPH ELECTRIC MEMBERSHIP CORPORATION** (a North Carolina Corporation headquartered in Asheboro, North Carolina) and its successors and assigns the perpetual right and easement to enter upon the lands of the undersigned, said land being situated in said County and State, in _____ Grant _____ Township, and more particularly described as follows:

BEING approximately 64.94 acres in area located about 3.25 miles SE from the town of Asheboro, NC, and bounded by land owned by: City of Asheboro (South)
Robin S Woodell (North)

the same being that property recorded in Book 002009, Page 00547, in the office of the Register of Deeds of said County; and to place, construct, reconstruct, operate, repair, enlarge, maintain, relocate and replace thereon the above described lands and/or upon all streets, roads or highways abutting said lands, an electric distribution line or system, together with the right of ingress and egress over any and all of the lands of the undersigned to and from said lines or system in the exercise of the rights and privileges granted; provided, however, that in exercising such rights of ingress and egress the Cooperative will, in so far as is practical to do so, use regularly established highways or farm roads; to cut down from time to time all dead, weak, leaning or dangerous trees and shrubbery upon said right of way, including the right to cut down from time to time all dead, weak, leaning or otherwise dangerous trees situated near enough to the above granted right of way to constitute a hazard to said power lines. The Cooperative shall also have the right to cut, trim, and control, by chemical means, machinery or otherwise, any trees, shrubbery and other vegetation upon said right of way; to widen, and/or enlarge said right of way for said line or system as from time to time may be reasonably necessary; and to give and grant to other utilities, companies and entities an easement across or affecting the instant easement. The undersigned agree that all support structures, poles, wires and other facilities installed on the above described land at the expense of the Cooperative shall remain the property of the Cooperative, removable at its option. The width of the right of way herein granted shall not be in excess of 20 feet from the centerline of said right of way. However, the Cooperative shall have the right to install guy wires and anchors extending beyond the limits of the right of way strip when determined necessary by the Cooperative. The failure of the Cooperative to exercise any of the rights herein acquired shall not be construed as a waiver or abandonment of the rights.

Install overhead and underground equipment needed for Zoo City Sportsplex.

37151 7669589611

161690

IN WITNESS WHEREOF, the undersigned _____ hereunto set their name(s) and seal(s) this ____ day of _____, _____.

(CORPORATE SEAL)

By: Mayor _____

ATTEST: _____

City Clerk

North Carolina

COUNTY OF _____

I, _____, a Notary Public of _____ County, NC, certify that

personally came before me this day and acknowledged that he is _____ City Clerk of _____, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ Mayor, sealed with its corporate seal, and attested by _____ self as its _____ City Clerk.

Witness my hand and notarial seal this ____ day of _____, _____.

My Commission Expires: _____

Notary Public

Mail to: Randolph EMC, PO Box 40, Asheboro, NC 27204-0040

DISTRIBUTION LINE EASEMENT

STATE OF NORTH CAROLINA – COUNTY OF Randolph

KNOW ALL MEN THESE PRESENTS, that the undersigned CITY OF ASHEBORO

for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey unto **RANDOLPH ELECTRIC MEMBERSHIP CORPORATION** (a North Carolina Corporation headquartered in Asheboro, North Carolina) and its successors and assigns the perpetual right and easement to enter upon the lands of the undersigned, said land being situated in said County and State, in _____ Grant _____ Township, and more particularly described as follows:

BEING approximately 8.08 acres in area located about 3.25 miles SE from the town of Asheboro, NC, and bounded by land owned by: City of Asheboro (North)
Zoo Pkwy (West)

the same being that property recorded in Book 002581, Page 01177, in the office of the Register of Deeds of said County; and to place, construct, reconstruct, operate, repair, enlarge, maintain, relocate and replace thereon the above described lands and/or upon all streets, roads or highways abutting said lands, an electric distribution line or system, together with the right of ingress and egress over any and all of the lands of the undersigned to and from said lines or system in the exercise of the rights and privileges granted; provided, however, that in exercising such rights of ingress and egress the Cooperative will, in so far as is practical to do so, use regularly established highways or farm roads; to cut down from time to time all dead, weak, leaning or dangerous trees and shrubbery upon said right of way, including the right to cut down from time to time all dead, weak, leaning or otherwise dangerous trees situated near enough to the above granted right of way to constitute a hazard to said power lines. The Cooperative shall also have the right to cut, trim, and control, by chemical means, machinery or otherwise, any trees, shrubbery and other vegetation upon said right of way; to widen, and/or enlarge said right of way for said line or system as from time to time may be reasonably necessary; and to give and grant to other utilities, companies and entities an easement across or affecting the instant easement. The undersigned agree that all support structures, poles, wires and other facilities installed on the above described land at the expense of the Cooperative shall remain the property of the Cooperative, removable at its option. The width of the right of way herein granted shall not be in excess of 20 feet from the centerline of said right of way. However, the Cooperative shall have the right to install guy wires and anchors extending beyond the limits of the right of way strip when determined necessary by the Cooperative. The failure of the Cooperative to exercise any of the rights herein acquired shall not be construed as a waiver or abandonment of the rights.

Install overhead and underground equipment needed for Zoo City Sportsplex.

37151_7669478494

161690

IN WITNESS WHEREOF, the undersigned _____ hereunto set their name(s) and seal(s) this ____ day of _____, _____.

(CORPORATE SEAL)

By: Mayor _____

ATTEST: _____
City Clerk

North Carolina

COUNTY OF _____

I, _____, a Notary Public of _____ County, NC, certify that

personally came before me this day and acknowledged that he is _____ City Clerk of _____, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ Mayor, sealed with its corporate seal, and attested by _____ self as its _____ City Clerk.

Witness my hand and notarial seal this ____ day of _____, _____.

My Commission Expires: _____

Notary Public

Mail to: Randolph EMC, PO Box 40, Asheboro, NC 27204-0040

DISTRIBUTION LINE EASEMENT

STATE OF NORTH CAROLINA – COUNTY OF Randolph

KNOW ALL MEN THESE PRESENTS, that the undersigned CITY OF ASHEBORO

for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey unto **RANDOLPH ELECTRIC MEMBERSHIP CORPORATION** (a North Carolina Corporation headquartered in Asheboro, North Carolina) and its successors and assigns the perpetual right and easement to enter upon the lands of the undersigned, said land being situated in said County and State, in _____ Grant _____ Township, and more particularly described as follows:

BEING approximately 8.99 acres in area located about 3.25 miles SE from the town of Asheboro, NC, and bounded by land owned by: City of Asheboro (North)
Ashley Williams Cox (South)

the same being that property recorded in Book 002616, Page 00377, in the office of the Register of Deeds of said County; and to place, construct, reconstruct, operate, repair, enlarge, maintain, relocate and replace thereon the above described lands and/or upon all streets, roads or highways abutting said lands, an electric distribution line or system, together with the right of ingress and egress over any and all of the lands of the undersigned to and from said lines or system in the exercise of the rights and privileges granted; provided, however, that in exercising such rights of ingress and egress the Cooperative will, in so far as is practical to do so, use regularly established highways or farm roads; to cut down from time to time all dead, weak, leaning or dangerous trees and shrubbery upon said right of way, including the right to cut down from time to time all dead, weak, leaning or otherwise dangerous trees situated near enough to the above granted right of way to constitute a hazard to said power lines. The Cooperative shall also have the right to cut, trim, and control, by chemical means, machinery or otherwise, any trees, shrubbery and other vegetation upon said right of way; to widen, and/or enlarge said right of way for said line or system as from time to time may be reasonably necessary; and to give and grant to other utilities, companies and entities an easement across or affecting the instant easement. The undersigned agree that all support structures, poles, wires and other facilities installed on the above described land at the expense of the Cooperative shall remain the property of the Cooperative, removable at its option. The width of the right of way herein granted shall not be in excess of 20 feet from the centerline of said right of way. However, the Cooperative shall have the right to install guy wires and anchors extending beyond the limits of the right of way strip when determined necessary by the Cooperative. The failure of the Cooperative to exercise any of the rights herein acquired shall not be construed as a waiver or abandonment of the rights.

Install overhead and underground equipment needed for Zoo City Sportsplex.

37151 7669574332

161690

IN WITNESS WHEREOF, the undersigned _____ hereunto set their name(s) and seal(s) this ____ day of _____, _____.

(CORPORATE SEAL)

By: Mayor

ATTEST: _____

City Clerk

North Carolina

COUNTY OF _____

I, _____, a Notary Public of _____ County, NC, certify that

personally came before me this day and acknowledged that _____ he is _____ City Clerk of _____, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ Mayor, sealed with its corporate seal, and attested by _____ self as its _____ City Clerk.

Witness my hand and notarial seal this ____ day of _____, _____.

My Commission Expires: _____

Notary Public

Trevor Nuttall

From: John Grey <jgrey@thewootencompany.com>
Sent: Tuesday, July 27, 2021 1:56 PM
To: Michael Leonard
Cc: Ana Wadsworth; Drew Howe; Kevin Wienhold; Denise Yates
Subject: [External Sender] Newbern Ave Stormwater

Michael,

We are looking at using 72" pipe under Newbern and keeping the 60" with the parallel 30" under Karla. We also are reviewing the use of 72" equivalent arched pipe and a box culvert. The cost for the arched pipe and the box culvert is much more than the circular 60" and 72" pipe. We are also looking at lowering the invert of the pipe which will somewhat lower the flood elevation and trying to get a size and invert elevation that will provide 2' between the low finished floor elevation and the storm flood elevation. Let us know if you want us to do something differently with these.

We wanted to make sure you understood that these additional evaluations for alternative sizes and materials are additional services. We understand the need to stay below the \$50,000 threshold, so even though these additional services exceed that amount, at this point we will amend our agreement to \$49,900 which is an increase of \$3,400. However, if a different pipe size is selected then we may need some further fees to cover the modifications to the drawings to reflect the new pipe that was requested. We are not sure how that can be handled if our total fee exceeds the \$50,000 threshold.

Let us know if you have questions or comments.

thanks

John

John C. Grey, P.E.

Western Division Lead

(336) 722-5326 x123 • Office
(336) 963-2547 • Mobile
300 S. Main St., Lower Level
Winston-Salem, NC 27101

Wooten

AN AGREEMENT BY AND BETWEEN RANDOLPH COUNTY AND THE CITY OF ASHEBORO CONCERNING ADDRESSING RESPONSIBILITIES

This Agreement made and entered into by and between the City of Asheboro, a municipal corporation having a charter granted by the State of North Carolina, hereafter referred to as *Municipality*, and Randolph County, a corporate and political body and a subdivision of the State of North Carolina, hereafter referred to as *County*.

I. PURPOSE

To provide Enhanced 9-1-1 services to all our citizens, the County agrees to maintain and coordinate services, databases, and information between the Municipality and the telephone companies. Below is a detailed list of responsibilities that will enable proper usages of addresses within the 9-1-1 system. Failure of either the County or the Municipality to perform the appropriate tasks may result in loss of emergency response time due to inaccurate information. This must be a joint effort between the County and the Municipality.

II. THE COUNTY AGREES TO:

1. Avoid duplication of road names and address ranges within the County. This will be accomplished by matching the proposed change or addition against the information in the database.
2. Be a liaison between the State of North Carolina's Next Generation 9-1-1 data vendor that maintains the Next Generation 9-1-1 database and the Municipality and to update the Geographic Information Systems data and all other related information provided to the utilities and other local government agencies promptly.
3. Update all database files with response districts, roads, addresses, and municipal limits as this information becomes available to the County.
4. Assign and maintain addressing in the rural confines of The County, including areas outside of the municipal limits, and notify the United States Postal Service of all changes that occur in these confines and within the Municipality.
5. Provide the necessary staff, office space, and supplies appropriate for the maintenance of the database files required for the E-9-1-1 system.
6. Assist the Municipality through the County Building Inspections in the enforcement of the County's Addressing Ordinance. These Inspections will cover businesses and new construction only.
7. Respond to inquiries by the Municipality within 72 hours of any inquiry. At

the end of the 72 hours and no answers have been received from any inquiries, the County Addressing Office shall contact the County Planning Director, County Emergency Services Director, County Manager, and the Municipality Manager to expedite the response to the inquiry.

III. THE MUNICIPALITY AGREES TO:

1. Consult with the County Addressing Office before any changes or additions to road naming tasks and to ensure that multiple streets do not have the same name in the County and that there will be no duplication of addresses along the road or confusing address ranges.
2. Assign structure address within the municipal limits of the Municipality in consultation and coordination with the County.
3. Addresses change be posted as outlined in Article IV of this *Addressing Agreement*.
4. Advise the County Addressing Office of any deletions, additions, or changes to any road(s) or address ranges and to use the necessary forms to notify the County, providing the required plats, surveys, or maps. Maps must be detailed enough to determine address block ranges (minimum and maximum ranges on either side of the road), road length, road flow, and location for emergency routing).
5. Advise the County Addressing Office of all address exceptions, including assignment of numbers outside the expected range for a particular road segment; advice on alterations of addressing apartment/business complexes that are addressed using a complex name as the street.
6. New complexes shall be assigned one address off the road that it fronts. The units shall be assigned sequential unit numbers with unit numbers in the 100 range indicating the first floor of the building, the 200 range indicating the second floor of the building, etc. Each building shall be assigned a building identification number such as *Building A*, *Building B*, etc. Site plans of complexes shall be submitted to the County Planning and Zoning Department to ensure accurate information in the addressing databases.
7. Provide the County Addressing Office with annexation information, including the boundaries, inclusion dates, existing addressing patterns, and expected addressing patterns per road.
8. Before the approval of a final plat for a subdivision in a municipality, the municipality shall check the proposed road names with The County Planning and Zoning to ensure the availability of the road name. If

requested, the road names will be reserved.

9. After the approval of a final plat for subdivision in a municipality, the municipality or the developer shall submit a copy of the approved plat to the County Planning and Zoning for the proper placement of proposed roads and ranges into the E-9-1-1 system. If the final approved plat is only for a portion of a subdivision, a conceptual plan for the entire project shall be submitted. If requested, the road names for the entire project will be reserved.
10. Periodically verify the County's information about the Municipality via printouts, maps, or telephone conversation to ensure that the proper accuracy is maintained and to notify the County promptly of any known discrepancies found in the map books, printouts, maps, or other information.
11. Provide the County Addressing Office with the name and telephone number of the municipality's contact person responsible for address information in the Municipality.
12. Respond to inquiries by the County Addressing Office within 72 hours of any inquiry. At the end of the 72 hours and no answers have been received from any inquiries, the County Addressing Office shall contact the County Planning Director, County Emergency Services Director, County Manager, and the Municipality Manager to expedite the response to the inquiry.
13. Provide for the enforcement of the addressing standards and addresses assigned as required for the public safety, health, and welfare as allowed by various General Statutes and ordinances adopted by the Governing Boards.

IV. ADDRESS POSTING STANDARDS

For this *Addressing Agreement*, the following address posting standards shall be followed.

1. No building shall be erected on a new lot created after adoption of this amendment that does not have access, directly or by an easement, to a road whether publicly or privately maintained.
2. Numerals indicating the address number of a single-family dwelling shall be at least 4 inches in height, of a contrasting color to the structure, and shall be posted to be legible from the street.
3. Numerals for multiple dwelling units and nonresidential buildings shall be at least 6 inches in height, of a contrasting color to the structure, and shall be posted to be legible from the street.

4. Addresses will be established as whole numbers and will not have fractions or decimals of a number.
5. The letters *I* and *O* shall not be used in street addresses because of the close appearance to the numbers *1* and *0*.
6. Only digits shall be used in the number as opposed to script (e.g., *125* instead of *One Hundred Twenty-five*.)
7. All buildings shall clearly display a road address number. The owner and occupant of each building are required to display an address number on each building so that the location can be identified easily from the road.
8. The official address number must be displayed on the front of a building or at the entrance to a building that is clearly visible from the street during both day and night.
9. If the building is 75 ft. or more from a public street on which it fronts or the lot on which the building is located in landscaped such that numbers cannot be seen from the street, the assigned number shall also be posted at the end of the driveway or easement nearest the road which provides access to the building.
10. Immediately following the issuance of a building permit, the assigned address shall be posted on the property in a manner that is visible from the street. The final Certificate of Compliance shall not be issued until the assigned number is posted according to the regulations in this Section.
11. Following the posting of the assigned address, the owner or occupant shall maintain such house or building number at all times in compliance with this Section. Address numbers shall not be obstructed from view by shrubs or vegetation as viewed from the street.

V. DEFINITIONS

For this *Addressing Agreement* and its implementation, the following definitions shall apply.

Access: The way a structure gets access to a State road or a private road or drive.

Accessory Building: A detached subordinate building, the use of which is incidental to that of a principal building on the same lot. An accessory building *cannot* be used for residential or commercial purposes.

Address: A unique identification of a location that may consist of a number, road name, unit number if any, and ZIP Code.

Address Assignment: Issuance of an address by either the County Planning and Zoning Department or the Municipality. All address assignments shall be in writing and contain the information as required based upon the definition of an *address*.

Address Change: The process by which addresses are changed to reflect new or updated roads or information.

Address Number Sequence: The sequential numerical order in which address numbers shall be assigned. For example, on the right side of a road proper sequence would be 100, 102, 104, 106, etc., as traveling along the road. The improper sequence would be 100, 104, 106, 102, etc., along the road.

Parcel: A piece of land that is intended to be sold as one unit of land.

Parcel Identification Number: At number that is constructed from the North Carolina State Plane Coordinate System of the visual center of a parcel of land to identify it and its location in the County Tax Mapping system.

Plat: A map or plan of a parcel of land that is to be or has been subdivided.

Principal Building: The main building or structure on a single lot where the principal use of the property is conducted.

Private Drive: A travel way not dedicated or offered for dedication as a public street providing access to 3 or more principal buildings. A private drive is not part of the State maintenance system and is designed for use and naming for public safety only.

Private Road: A vehicular right-of-way indicated on an approved survey plat and recorded in the Office of the Register of Deeds intended to serve residential subdivision of lots or tracts and not offered for dedication as a public road.

Private Street: An undedicated private right-of-way that affords access to abutting properties and requires a subdivision streets disclosure statement under NCGS § 136-102.6. Emergency and other public services may not be provided over such private streets, and they shall be privately maintained.

Retired Streets: Street names that are unavailable for use because they have been previously used. To avoid confusion, the policy is to not assign a new address that was previously used at another location.

Road Name: The approved and adopted name of any road or street.

Site Plan: A scaled drawing and supporting text showing the relationship between lot lines and the existing or proposed uses, buildings, or structures on the lot. The site plan may include site-specific details such as building areas, building heights and floor area, setbacks from lot lines and street rights-of-way, intensities, densities, utility lines, and locations, parking, access points, roads, and stormwater control facilities that are depicted to show compliance with all legally required development regulations that apply to the project and the site plan review.

Structure Number: The address number assigned to a structure on a parcel of land.

VI. EFFECTIVE DATE OF AGREEMENT:

By authority duly given by the governing Boards of the Municipality and the County, the Chairman of the Board of Commissioners and the Mayor of the Municipality may execute this agreement on behalf of their respective governing Board.

This Agreement has been entered into pursuant to authority duly granted by the governing body of the Municipality on the _____ day of _____, 20____ and the Board of Commissioners of Randolph County at its duly held meeting on the _____ day of _____, 20____.

(SEAL)

Clerk, Randolph County Board of
Commissioners

Chair, Randolph County Board of
Commissioners

(SEAL)

Clerk

Mayor, City of Asheboro

CITY OF ASHEBORO, NORTH CAROLINA
SUBRECIPIENT AGREEMENT

THIS CITY OF ASHEBORO SUBRECIPIENT AGREEMENT (the "Subrecipient Agreement") is dated the ____ of _____, 2021, and is between the CITY OF ASHEBORO, 146 N. Church Street, Asheboro, North Carolina 27203 (the "City") and the UNITED WAY OF RANDOLPH COUNTY, ("UWRC" or the "Subrecipient"), a nonprofit, exempt organization under section 501(c)(3) of the Internal Revenue Code.

BACKGROUND:

The City of Asheboro applied for and was awarded a grant in the amount of \$900,000 on December 17, 2020, through the Community Development Block Grant-Coronavirus Program ("CDBG-CV"), a program administered by the North Carolina Department of Commerce ("DOC" or "the Department"), Rural Economic Development Division ("REDD"). The purpose of the CDBG-CV is to assist communities deemed as eligible and non-entitlement by the US Department of Housing and Urban Development ("HUD") with urgent needs created by the Coronavirus Disease 2019 ("COVID-19") pandemic. The City has been awarded CDBG-CV funds to collaborate with the UWRC to form and operate the Asheboro COVID-19 Community Assistance ("ACCA") Program to provide temporary subsistence payments to City of Asheboro residents who qualify under HUD criteria as low- to moderate-income and are negatively impacted by the COVID-19 pandemic.

The City executed its CDBG-CV Grant Agreement with the DOC on January 29, 2021. The City and the UWRC enter into this Subrecipient Agreement for the purposes of confirming the terms and conditions of CDBG-CV assistance to operate the ACCA Program, and for defining the terms and duties of each party in implementing the ACCA.

Therefore, the City of Asheboro and the Subrecipient agree to the following:

1. GRANT DOCUMENTS

This Subrecipient Agreement consists of this document and the following: the Grant Agreement between the City and the DOC, "Exhibit A"; the Funding Approval Agreement, "Exhibit B"; the Performance-Based Contract, "Exhibit C"; and the Duplication of Benefits Agreement, "Exhibit D." The definitions, terms and conditions, and provisions of these Exhibits are hereby incorporated by reference into the Subrecipient Agreement. Through execution of this Subrecipient Agreement, the UWRC shall become a Subrecipient of the City's CDBG-CV grant award, and thereby agrees and shall adhere to all terms, conditions, and requirements of the Grant Agreement, Exhibit A, and shall assist the City in its compliance with same. If a question or dispute arises in the proper interpretation of these documents, the Grant Agreement between the City and DOC shall control.

2. TERM

The term of this Subrecipient Agreement shall start on the last date of signature by the parties, and shall expire with the Closeout Date contained in the City's Grant Agreement, September 17, 2023. However, the UWRC shall comply with all administrative, reporting, and/or recordkeeping requirements contained within 24 CFR 570.502 or other applicable codes, rules, or statutes that may extend beyond the expiration date.

3. PURPOSE AND BUDGET

The purpose of this grant is to operate the Asheboro COVID-19 Community Assistance ("ACCA") Program to provide temporary subsistence payments to City of Asheboro residents who qualify under HUD criteria as low to moderate income and are negatively impacted by the COVID-19 pandemic. These subsistence payments are intended to prevent qualifying residents from experiencing eviction from their primary residences or disconnection of essential utility services at those residences.

The budget for the ACCA Program, unless modified or amended by the DOC, shall be no more than \$920,000. No more than \$830,000 of this amount shall be used for subsistence payments as previously described. No more than \$90,000 of this amount shall be used to reimburse the UWRC for necessary, proper, and documented administrative expenses incurred in performing its duties as Subrecipient. If there are not adequate grant funds to cover these administrative expenses, that shall in no way alter or lessen the UWRC's duties and responsibilities under these Grant Documents.

4. RECIPIENT'S DUTIES

The City shall ensure and assist with compliance with CDBG-CV Program requirements, including recordkeeping and reporting to the DOC and federal agencies, and timely review of and disbursement for Payment Requests to the UWRC, subject to the availability of local and/or grant funds.

5. SUBRECIPIENT'S DUTIES – ADMINISTRATION AND RECORDKEEPING

The UWRC shall provide intake services and collect applications for subsistence payments. It shall review applications for eligibility under the CDBG-CV and ACCA programs, and forward eligible applications to the City as Payment Requests. Payment Requests are further subject to the procedures and restrictions detailed in Part 7 of this Subrecipient Agreement.

The UWRC shall comply with the Recordkeeping Requirements summarized in the Grant Agreement, Part 9, including meeting state and federal requirements and responsibilities set forth in: 4 NCAC 19L.0911, 24 CFR 570.490, 24 CFR 570.506, and 24 CFR 85.42, as each may be modified by the DOC or HUD. Consistent with those requirements, the UWRC shall keep clear, detailed, and organized records of:

- All applications for assistance, including names, addresses, and demographic information of all applicants, and their supporting documentation
- The types and amounts of assistance requested by each applicant
- The types and amounts of assistance approved for each applicant; if assistance is denied or reduced, the grounds for denial or reduction shall be specified (e.g., “applicant requested assistance over maximum,” “applicant could not demonstrate qualifying income,” “applicant could not demonstrate qualifying residency,” etc.)
- The types and amounts of assistance paid, the direct recipient of assistance payments (e.g., the applicant’s landlord or utility provider), and records of the checks or electronic fund transfers used
- Administrative expenses incurred and necessary to perform its duties as provided in the Grant Documents.

The UWRC shall further provide any duly authorized representative of the City, DOC, the State of North Carolina, HUD, and other authorized state and/or federal parties reasonable access to all documents relating to this grant for five years following the completion of all close-out procedures. Original files shall be maintained at the City’s offices for access purposes.

To help meet its responsibilities defined in the preceding paragraph, the UWRC shall also obtain and retain releases or waivers from project applicants allowing for authorized individuals’ and parties’ review of personal, income-related, financial, tax and/or other information related to determining eligibility for CDBG assistance.

6. SUBRECIPIENT’S DUTIES – GENERAL COMPLIANCE

The UWRC will comply with, and assist the City’s compliance with, all applicable federal and state laws, executive orders, rules, and regulations that are applicable to public service and CDBG programs. These include, but are not limited to, the provisions contained in 24 CFR 570.503 and 24 CFR 85.37.

The UWRC shall also comply with federal and state provisions applicable to the ACCA Program, including, but not limited to, the following:

- a. The UWRC shall track and properly dispense with any program income that may be generated by the CDBG-CV Program, in accordance with 24 CFR 570.504(c). At the end of a program year, the City may require remittance of all or part of any program income balances (including investments thereof) held by the UWRC, subject to any exceptions provided by 24 CFR 570.503, 24 CFR 570.504(c), or other applicable federal laws and regulations.
- b. The UWRC shall comply, and assist the City with compliance, with uniform administrative requirements under 24 CFR 570.502, including retention of records for the required periods.
- c. The UWRC shall comply with all federal laws and regulations described in 24 CFR 570.600 through 24 CFR 570.615, currently codified as “Subpart K – Other Program

Requirements,” excepting that the UWRC does not assume the City’s environmental responsibilities described at 24 CFR 570.604, nor does it assume the City’s responsibility for initiating the review process under the provisions of 24 CFR part 52.

d. Upon the expiration of this Subrecipient Agreement, the UWRC shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. While property acquisition is not the purpose of this grant, in the event property is acquired, it shall be subject to the provisions of 24 CFR 570.503(b)(7), “Reversion of Assets.”

e. Conflict of Interest: The UWRC shall comply will all applicable Conflict of Interest provisions, including but not limited to: 4 NCAC 19L .0908 and .0914; NC General Statute 14-234; 24 CFR 85.36; 24 CFR 570.489 (g) and (h); and 24 CFR 570.611. The Grant Agreement, Part 6, provides a general summary of people and circumstances who may be covered by these codes or statutes.

f. Duplication of Benefits: The UWRC shall, with the City, ensure ACCA activities do not result in a prohibited duplication of benefits as defined by Section 312 of the Stafford Act, as amended by Section 1210 of the Disaster Recovery Reform Act of 2018. Policies and procedures to prevent Duplication of Benefits are further defined in Exhibit D, the Duplication of Benefits Agreement.

g. Reimbursement to the City for Improper Expenditures: Consistent with Part 8 of this agreement, Legal Remedies and Termination, the UWRC shall reimburse the City for any amount of grant assistance that is improperly expended.

h. Section 109 of the Housing and Community Development Act – Nondiscrimination: No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

i. Age Discrimination Act of 1975, as amended: No qualified person shall on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

j. Section 504 of the Rehabilitation Act of 1973, as amended: No qualified disabled person shall on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

k. Nondiscrimination, Language Access, Title VI of the Civil Rights Act of 1964: The UWRC shall take responsible steps to reduce barriers to access to CDBG activities by persons of Limited English Proficiency, such as offering access to translated applications or the assistance of interpreters.

l. Procurement Standards: Where applicable, the UWRC shall follow state and federal procurement standards, including those established in 24 CFR, Part 85, and HUD implementing regulations that prohibit “cost plus a percentage of cost” and “percentage of construction costs” methods of contracting. Other applicable procurement standards are also provided in 4 NCAC 19L .0908, and the relevant laws cited therein, including but are not limited to: conflicts of interest (NCGS 14-234), public building contracts (NCGS 148-128 to 135), payment and performance bonds (NCGS 44A-25 through 35), acquisition and relocation (4 NCAC 19L.1003), property management standards (4 NCAC 19L.0909), equal opportunity (4 NCAC 19L.1001), and labor standards (4 NCAC 19L.1006).

m. Equal Employment and Labor Standards: The ACCA Program is not intended or designed to create direct employment opportunities. However, if employment opportunities are created, the UWRC shall comply with, or assist the City in complying with, Parts 16, 17, and 23 of the Grant Agreement, concerning Equal Employment, Local Economic Benefit (Section 3), and Labor Standards respectively.

n. E-Verify Compliance: In order to enable the City to comply with contracting requirements prescribed for the City by Section 143-133.3 (E-Verify Compliance) of the North Carolina General Statutes (the “General Statutes”), UWRC agrees to comply, to the extent required by law, with the requirements of Article 2 of Chapter 64 of the General Statutes. Furthermore, if UWRC utilizes subcontractors in connection with the implementation of this Agreement, UWRC will require the subcontractor(s) to comply, to the extent required by law, with the requirements of Article 2 of Chapter 64 of the General Statutes.

7. PAYMENT REQUESTS

In order to receive grant funds, the Subrecipient shall submit a Payment Request to the City’s designated grant administrator. Consistent with the recordkeeping requirements defined in Part 5 of this agreement, a Payment Request shall include:

a. A cover letter signed by the UWRC’s executive director. The cover letter shall state: the total amount of funds requested; the number of households that would receive subsistence payments through the Payment Request, if funded; and the total administrative expense claimed, if any. The cover letter shall also affirm the UWRC has diligently reviewed all applicants to verify eligibility without duplication of benefits, that the Payment Request contains a true and accurate summary of their information that establishes eligibility, and that UWRC officials have complied with all relevant provisions of this Subrecipient Agreement and the other Grant Documents.

b. A summary spreadsheet that details each applicant reflected in the Payment Request. The spreadsheet shall include: the applicant’s name, address, household size, demographic information (if provided), their income level and status as either “low-” or “moderate-income” (according to HUD thresholds), their requested amounts and types

of assistance (e.g., housing or utility payments), the UWRC's recommended amount of assistance, and to whom the assistance will be paid (e.g., their housing and/or utility providers). The spreadsheet should also list the UWRC staff hours dedicated to each applicant and the amount of administrative expense claimed for each applicant.

c. A summary spreadsheet of applicants who have previously received ACCA assistance. This spreadsheet shall include the information listed in Part 7(b) of this Agreement, but shall also state the date of payments made on behalf of each applicant, and include the check or electronic transfer number. If additional staff hours are claimed for applicants previously approved for assistance, those hours, and the additional administrative expense claimed, should also be reported on this spreadsheet.

d. Copies of each application, and all supporting documentation, for each applicant. Original copies shall be preserved and provided to the City upon request, or at closeout of the grant, whichever occurs first; see Part 5 of this agreement.

The UWRC shall submit a Payment Request monthly, unless the City allows or requests a different schedule in writing. The City anticipates prefunding Payment Requests from local monies and then seeking reimbursement from DOC.

When the City receives a Payment Request and deems it complete, the City shall determine the "eligible" and "approved" payment amounts within five (5) business days. The "eligible" amount is the amount of the Payment Request that meets all the requirements and criteria of the CDBG-CV Program, and is therefore subject to reimbursement from the DOC; if any amounts are potentially ineligible, the City shall work with the UWRC to resolve the matter, including by facilitating additional or modified documentation, or requesting ineligible amounts be removed from the Payment Request. The "approved" amount is the "eligible" amount of the Payment Request that the City determines to prefund.

Upon finalizing the "approved" amount, the City shall disburse funds to the UWRC within fourteen (14) business days. The UWRC shall then disburse payments on behalf of applicants within ten (10) business days. When the City provides funds for applicant payments, and those payments are not made within ten (10) business days, the City may require the UWRC to return those funds within five (5) business days.

It is the City's intent to fully and promptly fund eligible requests. Therefore, the "eligible" and "approved" amounts should be identical in most circumstances. Nevertheless, if, in the City's sole discretion, it determines that fully funding an approved Payment Request would substantially impair the proper fiscal management of the City, it may request that a portion of the "eligible" amount be deferred to the next Payment Request. This deferral may only be used in cases of Payment Requests of \$80,000 or greater. Additionally, if the DOC takes 60 days or more to fully fund the City's outstanding reimbursement requests, the City may require a pause in submission of Payment Requests until the City receives necessary reimbursement from the DOC.

In the event the City defers a portion of a Payment Request, or requires a pause in submission of Payment Requests, as described above, the UWRC may, in its sole discretion, use its available funds to fund subsistence payments found “eligible” by the City. If the UWRC does so, it shall document and notate those payments in the summary spreadsheet, and the City shall reimburse the UWRC for those payments, subject to receipt of necessary funds from DOC.

8. DISPUTE RESOLUTION, LEGAL REMEDIES, AND TERMINATION

In the event of a dispute between the UWRC and the City, the parties shall make good-faith efforts to resolve the dispute amicably. The City shall also provide its final decision on the dispute as soon as is reasonably practicable, including allowing time to consult with the DOC.

In the event of a dispute from an applicant against the UWRC, the City, or both, the City and/or the UWRC shall similarly make good-faith efforts to resolve the dispute amicably, and provide the applicant a final decision as soon as is reasonably practicable, including allowing time to consult with DOC.

If the disputing party is dissatisfied, the disputing party shall appeal to Randolph County Superior Court for a trial de novo, to the extent that jurisdiction is proper pursuant to NCGS 7A-240 and other applicable law.

Consistent with the dispute resolution provisions above, if it is determined that the UWRC is unintentionally noncompliant with the Grant Documents, the City will immediately notify the UWRC of the noncompliance and make reasonable efforts to assist in correcting the noncompliance. Noncompliance shall be corrected as soon as possible, and no later than 15 days after the City provides the UWRC written notice of the noncompliance, unless the City allows additional time. The City reserves the right to respond to noncompliance with any of the remedies allowable under federal law, including but not limited to the remedies under 2 CFR Subpart D, such as withholding payments or disallowing certain noncompliant activities from Payment Requests.

Consistent with the dispute resolution provisions above, if it is discovered that the UWRC: willfully failed to comply with CDBG-CV Program requirements and the Grant Documents; deliberately misrepresented information reported to the City and/or DOC; violated CDBG-CV and Grant Documents requirements to such severity that DOC may exercise its rights to terminate the City’s grant; or any combination of these circumstances, the City may terminate this agreement in its sole discretion. No rights to seek further legal remedy are waived.

City of Asheboro:

David H. Smith, Mayor

Date

Pre-audit Certificate:

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

Deborah P. Reaves, Finance Director

Date

United Way of Randolph County:

Elizabeth Mitchell, Chief Professional Officer

Date



Community Development Block Grant Coronavirus (CDBG-CV) Program Funding Approval

1. Name and Address of Recipient

City of Asheboro
Post office Box 1106
Asheboro, NC 27204

2. Grant Number and Funding Approval Date

Grant Number: 20-V-3510
Date of Original Funding Approval: 12/17/2020
Date of Amended Funding Approval:

3. Approved Projects

Approved Amount

C1 City of Asheboro

\$900,000.00

Total Grant Award

\$900,000.00

4. Funding Approval Conditions

The following conditions must be removed in writing by the Rural Economic Development Division in order for all funds to be released for the approved project(s) listed in item (3) above:

A. Administration Contracts/Inter-local agreements Condition:

No funds may be obligated or expended in any project activity except the administration activity until the recipient has submitted either a copy of the contract awarded for administration of this grant or a statement signed by the CEO stating that the contract will be administered internally.

B. Use of Experienced CDBG Administrator:

No funds may be obligated or expended for the administration activity until the recipient has submitted a statement signed by the CEO stating that they will be using an experienced CDBG administrator or local government staff. This person should be one who has administered more than one (1) CDBG project. Please note that if issues result from the CDBG administrator, the local government will be subject to 4 NCAC 19L.

C. Environmental Condition:

No funds may be obligated or expended in any project activity except for the administration activity in the C-1 project until the recipient has complied with the Environmental Review Procedures for the N.C. CDBG Program and the CDBG regulations contained in 4 NCAC 19L.1004.

D. Performance Based Contract Condition:

No funds may be obligated or expended in any project activity except for the administration activity until the recipient has returned to REDD one copy of the properly completed Performance Based Contract signed by the CEO.

E. Citizens Participation Plan Condition:

No funds may be obligated or expended in any project activity except for the administration activity until REDD is provided with the following documentation of compliance with citizen participation requirements in the application process [4NCA 19L.1002(b)] by providing a copy of an updated Citizens Participation Plan.

F. Duplication of Benefits Agreement:

No funds may be obligated or expended in any project activity except administration activity until REDD receives the DOC Duplication of Benefits Agreement signed by the Chief Elected Official or a designee by Resolution from the local governing body.

G. Benefit Condition:

No funds may be obligated or expended in any project activity except the administration activity until the recipient provides REDD with documentation that anyone receiving subsistence assistance will meet the 100 percent low to moderate requirement.

5. Signature of Authorized Official

Iris C. Payne
Name Iris C. Payne

12/17/2020
Date

CDPS Director
Title

6. Signature of Authorized Local Official

David H. Smith
Name

David H. Smith
Date 1/29/2021

Mayor



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Grant Agreement

Community Development Block Grant Coronavirus (CDBG-CV) Program

This grant agreement for the Community Development Block Grant Coronavirus (CDBG-CV) Program is entered into between the North Carolina Department of Commerce (DOC), Rural Economic Development Division and, City of Asheboro on this 17th day of December, 2020.

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to the City of Asheboro (the "Recipient" and collectively with DOC, the "Parties"), Community Development Block Grant Coronavirus (CDBG-CV) assistance provided under the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") (Public Law 116-136 and awarded to DOC under Title I of the United States Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient's compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect.

The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. Definitions. Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.
 - (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.
 - (b) Recipient means the City of Asheboro, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.
 - (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.
 - (d) "Assistance" or "Grant" means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements and regulations, in the amount of \$900,000 except as modified.

- (e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient's approved application, as may be modified.
 - (f) The date for receiving the grant means the date of the REDD Director's signature on the Grant Agreement and Funding Approval.
2. Timely Execution. Due to the need to expedite the use and expenditure of CDBG-CV funds, Recipient's failure to execute and return a copy of the Agreement within 60 days of the date of the REDD Director's signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.
3. Obligations of the Recipient. The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG_CV HUD Program Requirements and any subsequent amendments, regulations or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG-CV HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq*), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC's CDBG-CV Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient's own approved CDBG-CV application to DOC, as may be amended with DOC approval.

4. Obligations of Recipient with Respect to Certain Third-Party Relationships. Recipient is responsible to DOC for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient's certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the

Recipient's contract with the third party must require the third party to comply with this Agreement, all applicable laws, rules, regulations and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered into by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG-CV program.
6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict of interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG-CV grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.

In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. Duplication of Benefits: Recipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C 5121 et seq.). Recipient must prevent duplication of benefits, consistent with CDBG-CV requirements. Recipient shall ensure that in all its activities and procedures under this Agreement, that the Recipient establish and follow DOC's Duplication of Benefits policy, as it may be amended from time to time. Recipient is also required to submit a copy of its DOB policy and procedures and amendments to DOC.
8. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.
9. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 ("Recordkeeping"), 24 C.F.R. 570.490 ("Recordkeeping Requirements"), 24 C.F.R. § 570.506 ("Records to be maintained") and 24 C.F.R. § 85.42 ("Retention and Access Requirements for Records") as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG-CV funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.
10. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out

procedures. All original files shall be maintained at the Local Government offices for access purposes.

11. Release of Personal, Financial and Identifying Information. To ensure and document compliance with CDBG-CV income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC's request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.
12. Project Savings. The Recipient is obligated to contribute 100 percent of its pledged **cash** contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**
13. Expenditure of Non-CDBG-CV Funds. The recipient must ensure that non-CDBG-CV funds are expended along with CDBG-CV funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.
14. Method of Payment. The Department of Commerce uses the Office of State Controller (OSC) to make CDBG-CV payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred.
15. Fair Housing. Recipients of CDBG-CV funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found in REDD Bulletin 93-4 and by contacting the REDD CDBG Compliance staff.
16. Equal Employment and Procurement Opportunity. A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance, and complaint tracking.
17. Local Economic Benefit (Section 3 Regulation). For each year that a CDBG-CV is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG-CV assisted project are identified and made available to low-income residents within the CDBG-CV assisted area to the greatest extent feasible. This strategy must

include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving \$200,000 or more in non-administrative line items expended for construction contracts and (3) education of low-income residents within the CDBG-CV assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

18. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG-CV assisted project.
19. Environmental Review. Recipients of CDBG-CV funds are required to complete the document entitled “Environmental Review Procedures for the CDBG Program.” Once the Environmental Review Record (ERR) is received, REDD will review for completeness and submit selected CDBG-CV ERRs, if required to the State Clearinghouse for other State agencies to review and comment. Recipients cannot conduct any program activities until REDD issues an environmental clearance and the programmatic release of funds.
20. Language Access Plan (LAP). Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.
21. Federal Funding Accountability and Transparency Act (FATA): The Recipient must also comply with provision of FATA, which includes requirements on executive compensation, and 2 C.F.R., Part 170 Reporting Subaward and Executive Compensation Information.
22. Procurement Standards. Where applicable, Recipient shall follow the procurement standards established in the “Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments” (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.
 - a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).
 - b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines, and procedures, including those set forth in Office of Management

and 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

23. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-CV programs, including but not limited to the rules set forth in 4 N.C.A.C. 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):
- a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
 - b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
 - c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
 - d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

24. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG-CV Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):
- a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.
 - b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.
 - c. Americans with Disabilities Act [“ADA”] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.
 - d. North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.
25. Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG-CV funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.
26. Obligation of Recipient with Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low-or-moderate income person by the time close-out occurs.
27. Utility Assessments or Fees: Assessments or fees to recover the CDBG-CV funded portion of a utility project may be charged to properties not owned and occupied by low-and-moderate income persons. Such assessments are program income and, as such must be used for eligible CDBG or CDBG-CV activities that meet a CDBG national objective.
28. False or Misleading Information. Recipient is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD’s Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.
29. Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Iris C. Payne, Director, N C Department of Commerce – Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division [“REDD”]

will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to “contracts, disputes, protests, and/or claims arising out of or relating to the implementation of the [CDBG].” This includes actions arising out of or related to this Agreement or the Program.

30. Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for developing, implementing and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient’s dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.
31. Schedules
- (a) Schedule for Release of Conditions and Completion Activities. **The Recipient must satisfy all Funding Approval Conditions to release CDBG-CV funds within 3 months (March 17, 2021) from the date the Grant Agreement and Funding Approval were signed by the REDD Director.** The recipient must draw down all CDBG-CV funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities’ implementation schedule in the application as modified by the Performance Based Contract.
- (b) **The Recipient must obligate all funds within 27 months (March 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director.**
- (c) **All funds are to be expended within 30 months (June 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director. Any remaining funds will be de-obligated.**
- (d) **All closeout documents must be returned to REDD by (September 17, 2023)**
- (e) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD Director:
- **Environmental – 4 months (April 17, 2021)**
 - **Equal Employment and Procurement Plan – 4 months (April 17, 2021)**
 - **Fair Housing Plan – 4 months (April 17, 2021)**
 - **Section 3 Plan – 4 months (April 17, 2021)**
 - **Section 504 Plan – 4 months (April 17, 2021)**
 - **Language Access Plan – 4 months (April 17, 2021)**
 - **Duplication of Benefit Policy and Plan- 4 months (April 17, 2021)**
 - **Request for Release of Funds – 5 months (May 17, 2021)**

- (f) Timely Drawdown of Funds. Recipient is expected make timely drawdowns so that funds are expended in a timely manner. Recipient shall requisition funds at least monthly following the initial draw and the programmatic release of funds.

32. Scope of Work (Attachment A): Recipient shall be responsible for administering all CDBG-CV activities in a manner satisfactory to DOC, allowable pursuant to the CDBG-CV program, and consistent with any standards as required as a condition of providing these funds. Approved program activities, as identified in Attachment A, must be directly linked to responding to, preparing for, or preventing COVID-19.

33. Progress Report. Recipient shall ensure that an annual performance report that reflects approved CDBG-CV program activity progress and CDBG-CV financial status is presented to Recipient's elected board and a copy of that report, endorsed by the Chief Elected Official or the county/city/town manager will be provided to DOC not later than the January 31 following the ending month of the reporting period or a date otherwise established by DOC. Reporting requirements may change periodically based on DOC's reporting requirements to HUD.

34. Performance Measures

The CPD Performance Measurement System is HUD's response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

- (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.
- (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

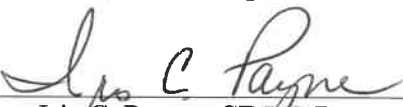
Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient's governing body to execute this Grant Agreement.

Secretary of the Department of Commerce

Date: December 17, 2020

Date: January 29, 2021

☒ By:



Iris C. Payne, CDBG Program Director, REDD

CITY OF ASTEBORO

Name of Recipient

☒ By:



Signature of Authorized Official

MAYOR

(Title)

Attachment A

CDBG-CV Scope of Work

A. Summary

The North Carolina Department of Commerce (DOC), Rural Economic Development Division (REDD) is the HUD designated agency to administer the State of North Carolina's CDBG Coronavirus (CDBG-CV) Program. All approved activities must adhere to the CDBG-CV program requirements as outlined under the CARES Act. Recipients must adhere to the policies, procedures, and form documentation created by REDD.

All activities must meet the national objective of Low-to-Moderate Income (LMI) as required by the Federal Register Notice.

If technical assistance is needed, the Recipient may contact REDD regarding monitoring, compliance, or any other questions.

B. Geographical Service Area of Activity

Recipient shall serve low-to-moderate income persons as defined by HUD residing in the State of North Carolina, in the **City of Asheboro**.

C. Designated Activities

The Recipient shall only perform the following approved activities:

ACTIVITY	ACTIVITY TYPE	NATIONAL OBJECTIVE	DESCRIPTION
Public Service	Subsistence Payment	LMI Direct Benefit	Provide emergency rent, utility, and/or mortgage payments to vendors on behalf of LMI households.



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

9. Signature of Authorized Local Official

Name

MAYOR

Title

Date

10. Signature of Authorized REDD Official

Name

Director.

Title

Date

EXHIBIT D

CITY OF ASHEBORO DUPLICATION OF BENEFITS AGREEMENT

THIS CITY OF ASHEBORO DUPLICATION OF BENEFITS AGREEMENT ("DOB Agreement," in short) is dated the ____ of _____, 2021, and is between the CITY OF ASHEBORO, 146 N. Church Street, Asheboro, NC 27203, and UNITED WAY OF RANDOLPH COUNTY ("UWRC"), a nonprofit, exempt organization under section 501(c)(3) of the Internal Revenue Code.

1. STATEMENT OF PURPOSE

The City of Asheboro is the Recipient of a grant in the amount of \$900,000, awarded on December 17, 2020, through the Community Development Block Grant-Coronavirus Program ("CDBG-CV"), a program administered by the North Carolina Department of Commerce ("DOC" or "the Department"), Rural Economic Development Division ("REDD"). The purpose of the CDBG-CV is to assist communities deemed as eligible and non-entitlement by the US Department of Housing and Urban Development ("HUD") with urgent needs created by the Coronavirus Disease 2019 ("COVID-19") pandemic. The City has been awarded CDBG-CV funds to collaborate with the UWRC to form and operate the Asheboro COVID-19 Community Assistance ("ACCA") Program to provide temporary subsistence payments to City of Asheboro residents who qualify under HUD criteria as low- to moderate-income and are negatively impacted by the COVID-19 pandemic.

The City executed its CDBG-CV Grant Agreement with the DOC on January 29, 2021. The City and the UWRC have further entered into a Subrecipient Agreement that binds the UWRC, as Subrecipient of this CDBG-CV award, to perform certain administrative functions to implement the award while ensuring compliance with the terms and conditions of the Grant Agreement. Part 7 of the Grant Agreement, "Duplication of Benefits," states, in part, that the Recipient "shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 USC 5121 et seq.)

To comply with these statutes and regulations, and requirements of the CDBG-CV Program, the City and the UWRC, as Subrecipient, hereby enter into this Duplication of Benefits Agreement.

2. TERM

This agreement shall start on the date of the last signature, and shall expire with the Closeout Date contained in the City's Grant Agreement, September 17, 2023. However, the UWRC shall comply with any and all administrative, reporting, and/or recordkeeping requirements, as defined in the Grant Agreement and Subrecipient Agreement, that may extend beyond this term.

3. POLICY, PROCEDURE TO PREVENT DUPLICATION OF BENEFITS

The UWRC and the City of Asheboro shall coordinate to prevent duplication of benefits throughout the lifespan of requests for assistance under the ACCA. The UWRC will conduct intake and review of requests for assistance recommendations, and, upon City approval, disbursement of assistance. Documentation shall be collected, maintained, and shared with the City at every stage of a request for assistance. The UWRC shall designate a trained staff person to serve as ACCA manager.

The UWRC shall diligently perform the duties defined below, consistent with the terms and conditions of the Grant Agreement and Subrecipient Agreement. In the event of any question or dispute between this document, the Subrecipient Agreement, and/or the Grant Agreement, this document is subordinate to the Subrecipient Agreement, which, in turn is subordinate to Grant Agreement.

A. Intake

The ACCA manager shall collect identifying and contact information for each applicant, as well as a clear, detailed description of the type and amount of assistance requested. Contact information for the applicant's utility and/or housing provider shall also be collected. Relevant supporting documentation, including but not limited to overdue utility bills, disconnection notices, overdue rent/mortgage notices, eviction notices, etc., shall be collected to verify the amounts and time periods covered under the requested assistance. In the case of housing payment assistance, a copy of the lease/mortgage shall also be requested.

Applicants will be made aware of alternative, similar assistance programs, such as those supported by NCDHHS Emergency Solutions Grants or the Low-Income Energy Assistance Program, and asked to detail any requests for assistance they have made to those sources. On their requests for assistance, applicants will be required to sign a statement attesting that they have not, and will not, receive payments for the requested assistance from another source. This statement will also note that any discovered duplication of benefits will forfeit further ACCA assistance, and also require repayment of the duplicated amounts.

B. Review and Assistance Recommendations

The UWRC ACCA manager will review each applicant's documentation for accuracy and authenticity. They will contact the Randolph County Department of Social Services and other potential benefits/assistance organizations to determine if the applicant has requested or received assistance for the specific utility/housing assistance requested. They will also cross-reference requests from the statewide NCCARE360 network, a partnership of the NCDHHS and various private organizations, to further verify no duplication has occurred. They will also verify that the requested assistance has not been paid to a different person at the same address, which may indicate duplicated benefits to the same household.

The UWRC ACCA manager will also contact the applicant's housing or utility provider to verify no payment has been received for the requested assistance. They will also request the provider agree, if assistance is approved, to sign a short statement confirming they have received payment and that no eviction/disconnection will occur due to lack of payment for the time period specified in the request for assistance.

Upon completing due diligence to verify no duplication of benefits, the UWRC shall present a Payment Request containing its recommendations for ACCA assistance to the City, following the procedures and providing the documentation as required by the Subrecipient Agreement. This documentation shall also include a signed cover letter that includes a statement that the UWRC has verified applicants' eligibility without any duplication of benefits. The City shall not approve assistance to an applicant if it discovers evidence that a duplication of benefits may have occurred. In the event of potential duplication of benefits, the City and the UWRC shall collaborate to resolve the matter, consistent with Part 8 of the Subrecipient Agreement.

C. Assistance Payments

Utility and housing assistance payments shall be paid directly to the applicant's verified utility or housing providers. Documentation confirming disbursement and receipt of payment shall be collected and maintained, and, where possible, the UWRC shall collect signed statements from the utility/housing provider confirming receipt of payment and that it resolves current eviction or disconnection processes against the applicant. When it is not possible to secure these statements, the UWRC shall periodically follow up with applicants to verify their housing and/or utility needs were addressed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

City of Asheboro:

David H. Smith, Mayor

Date

Pre-audit Certificate:

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

Deborah P. Reaves, Finance Director

Date

United Way of Randolph County:

Elizabeth Mitchell, Chief Professional Officer

Date

City of Asheboro Resolution for Accepting American Rescue Plan Act Funds
FY 2021-2022

WHEREAS, the City of Asheboro is eligible for funding from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF).

WHEREAS, the North Carolina General Assembly will provide for the distribution of funds to eligible North Carolina municipalities; and

WHEREAS, before receiving a payment, the City Council is required to formally accept the CSLRF funds;

WHEREAS, revenue received under the CSLRF must only be spent for purposes authorized by the CSLRF, and applicable regulations, and by state law;

WHEREAS, revenue received under the CSLRF must be accounted for in a separate fund and not co-mingled with other revenue for accounting purposes; and

WHEREAS, the City of Asheboro must comply with all applicable budgeting, accounting, contracting, reporting, and other compliance requirements for CSLRF funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that we do hereby accept and request CSLRF funding to be distributed by the State of North Carolina; and

FURTHER RESOLVED that the City of Asheboro affirms that the CSLRF revenue will only be used for the purposes prescribed in the CSLRF, and in US Treasury guidance in 31 CFR, Part 35, and any applicable regulations, and in accordance with state law; and

FURTHER RESOLVED that the City of Asheboro will comply with procedures created by the North Carolina General Assembly and the US Treasury Department to receive funds under the act; and

FURTHER RESOLVED that the City of Asheboro will account for CSLRF in a separate fund and not co-mingle it with other revenues for accounting purposes and will comply with all applicable federal and state budgeting, accounting, contracting, reporting, and other compliance requirements for CSLRF funds; and

FURTHER RESOLVED that the City Council of the City of Asheboro designates and directs the City Manager to take all actions necessary on behalf of the town council to receive the CSLRF funds.

Adopted this the 5th day of August 2021.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk



RZ-21-07 and SUB-21-01: A request for a Planned Unit Development on the property (Randolph County Parcel Identification Number 7762740259) located west of 1591 East Allred Street, approximately 100 feet east of Ridgewood Circle, including a subdivision sketch design

Staff Report

This case is continued from the July 15, 2021 City Council meeting. The applicant has requested an additional continuance until the September 16, 2021 meeting.

Staff Note: The applications contained in this report were filed during the transitional period before the current zoning ordinance and conditional zoning were in effect. As a result of the current zoning ordinance, the applications have automatically been converted into a conditional zoning request.

Planning Board Recommendation & Comments to City Council

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

Case # **RZ-21**
 -07

Date 6-7-2021 and 7-12-2021
PB

Applicant Davidson Land Development, LLC

Legal Description

The property of Davidson Land Development, LLC located on the north side of E. Allred St., immediately west of 1591 E. Allred St. This property contains approximately 4.04 acres (+/-) and is more specifically identified by Randolph County Parcel ID No. 7762740259.

Requested Action Rezone from RA6 (CZ) High Density Residential (Conditional Zoning) to RA6 (CZ) High Density Residential (Conditional Zoning)

Existing Zone RA6 (CZ)

Land Development Plan See rezoning staff report

Planning Board Recommendation

During the June 7, 2021 meeting, the applicant requested this case be continued and the Planning Board granted that request. The applicant requested an additional continuance at the July 12, 2021 meeting. The Planning Board granted this request and the case will be considered during the August 2, 2021 Planning Board meeting. An updated Planning Board recommendation will be available after that time.

Reason for Recommendation

Planning Board Comments

Rezoning Staff Report

RZ Case # RZ-21-07

Date 8/5/2021 City Council (continued
from 7/15/2021)

General Information

Applicant

Davidson Land Development, LLC

Address 896 Shiptontown Road

City Lexington NC 27292

Phone 336-250-0483

Location North side of East Allred Street, west of Gold Hill Road

Requested

Action

Rezone from RA6 (CZ) High Density Residential (Conditional Zoning) to RA6 (CZ) High Density Residential (Conditional Zoning)

Existing Zone RA6 (CZ)

Existing Land Use Undeveloped

Size 4.04 acres +/-

Pin # 7762740259

Applicant's Reasons as stated on application

The best available use of this property for the owner and public welfare is residential townhomes. Proposed adequate additional housing promoting the growth and betterment of the City of Asheboro. The project will comply with all land development codes and the land development plan to promote growth and welfare. There is currently a shortage of available adequate housing, this project will provide homes for working and growing families in the City of Asheboro.

Surrounding Land Use

North Medium-Density Residential

East Medium-density residential

South Undeveloped Residential

West Medium-Density Residential

Zoning History A conditional use permit for a residential Planned Unit Development consisting of 10 townhomes was approved in 2018 (RZ-CUP-18-10). Council approved residential Planned Unit Development in 2001 (CUP-01-26)

Legal Description

The property of Davidson Land Development, LLC located on the north side of E. Allred St., immediately west of 1591 E. Allred St. This property contains approximately 4.04 acres (+/-) and is more specifically identified by Randolph County Parcel ID No. 7762740259.

Analysis

1. This property is inside of the city limits.
2. East Allred Street is a state-maintained minor thoroughfare.
3. Most recently, a residential Planned Unit Development consisting of 10 dwelling unit was proposed and approved in 2018.
4. The RA6 (CZ) district would allow multi-family development. The proposed site plan is requesting a total of 16 two-story townhome style units with single-car garages.
5. The western portion of the property (approximately 1.6 acres) is located within a flood hazard area. The site plan indicates that the units are located outside of the flood hazard area.
6. The zoning ordinance describes the RA6 Residential District as "intended to produce a high intensity of residential uses in close proximity to major nodes of non-residential development, characterized primarily by group housing, plus the necessary governmental and other support facilities to service that level of development. Land designated RA6 shall normally be located with access to a minor thoroughfare or higher classification street with access to local residential streets discouraged."
7. This request was filed during the transitional period when the existing and requested zoning district was classified as a Conditional Use District (CU-RA6). Changes to state law have changed the request a to High Density Residential Conditional Zoning RA6 (CZ) district since these requests are now reviewed under a legislative process that receives input from the Planning Board.
8. Since the previous request referenced in (3) above was granted in 2018, additional residential growth has occurred, including the continued construction of the Robins Nest subdivision to the east, and rezoning of property on the corner of East Allred Street and Gold Hill Road from a commercial to a residential district.

Rezoning Staff Report

RZ Case # RZ-21-07

Page 2

Consistency with the 2020 LDP Growth Strategy designations

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

Proposed Land Use Map Designation Neighborhood Residential

Small Area Plan East

Growth Strategy Map Designation Primary Growth

LDP Goals/Policies Which Support Request

Checklist Item 5: The proposed rezoning is compliant with the objectives of the Growth Strategy Map.

Checklist Item 11: Rezoning will promote the type of development described in Design Principles

Checklist Item 12: Property is located outside of watershed

Goal 4.1.6: The City will participate the National Flood Insurance Program and utilize its Flood Damage Prevention regulations to strongly discourage development in high-risk areas.

Rezoning Staff Report

RZ Case # RZ-21-07

Page 3

LDP Goals/Policies Which Do Not Support Request

Checklist Item 1: Rezoning is not compliant with the Proposed Land Use Map.

Checklist Items 13-14: 13.) The property is located within Special Hazard Flood Area. 14.) Rezoning is located on steep slopes of greater than 20%.

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

The conditional zoning process allows for site plan review that can best ensure the property is developed in harmony with surrounding uses and also incorporate design elements promoted by the Land Development Plan's Neighborhood Residential designation. Such elements include sidewalks, open space and recreation area that typically are not required in conventional subdivisions.

Additionally, the conditional zoning process can lead to less disturbance of flood area, steep slopes, and other environmentally sensitive features that are unique to this property. Considering these factors, staff believes that the requested RA6 (CZ) district is consistent with the Land Development Plan and therefore reasonable and in the public interest.

Recommendation

In light of the above analysis, staff's recommendation is to approve the request, subject to reasonable conditions that are identified during the conditional zoning process.

Rezoning Staff Report

Suggested Conditions for Conditional Zoning applications (subject to change prior to final report)

Suggested Conditions as of July 8, 2021

(A) The site plan shows preservation of existing vegetation, outside of areas of necessary site disturbance, along the western and northern portions of the property. If the vegetation is not preserved in this area, a Type A Buffer or Screen shall be installed by the developer.

(B) The site plan shows a combination of preservation of existing vegetation and planted vegetation, outside of areas of necessary site disturbance, within the front yard along East Allred Street. At a minimum, vegetation required by Chapter 6 of the zoning ordinance shall be installed and maintained within the front yard along East Allred Street.

(C) Enclosure of concrete pads to the rear of dwellings or other additions to the rear of residential dwellings outside the common area shall not be considered a modification of the permit requiring City Council review.

(D) Prior to a Preliminary Plat, the applicant shall submit details on the sewer connection involving the adjoining property to the north.

(E) The site plan contains labeling errors and omitted information that shall be corrected on the Preliminary Plat. These include:

- (i) Site notes related to the number, size, and average lot sizes of lots.
- (ii) Current zoning classification
- (iii) Current ownership information of subject and adjoining property owners
- (iv) Labeling of sanitary sewer easement as City of Asheboro easement, and identification of whether this is new or existing.
- (v) Grading information, including whether grading is occurring within floodplain(s).
- (vi) Correction of sight distance triangle location, removing sections from the adjoining property.
- (vii) Additional details on recreation area, including identification of proposed play equipment/structure(s), and labeling of sidewalk between Cane Creek Court and recreation area.
- (viii) Additional detail on height of landscaping

(F) Area within public right-of-way for turnaround at the end of Cane Creek Drive shall be prohibited from parking in such a way that interferes with emergency or sanitation vehicles in compliance with Chapter 71 of the Asheboro Code of Ordinance.

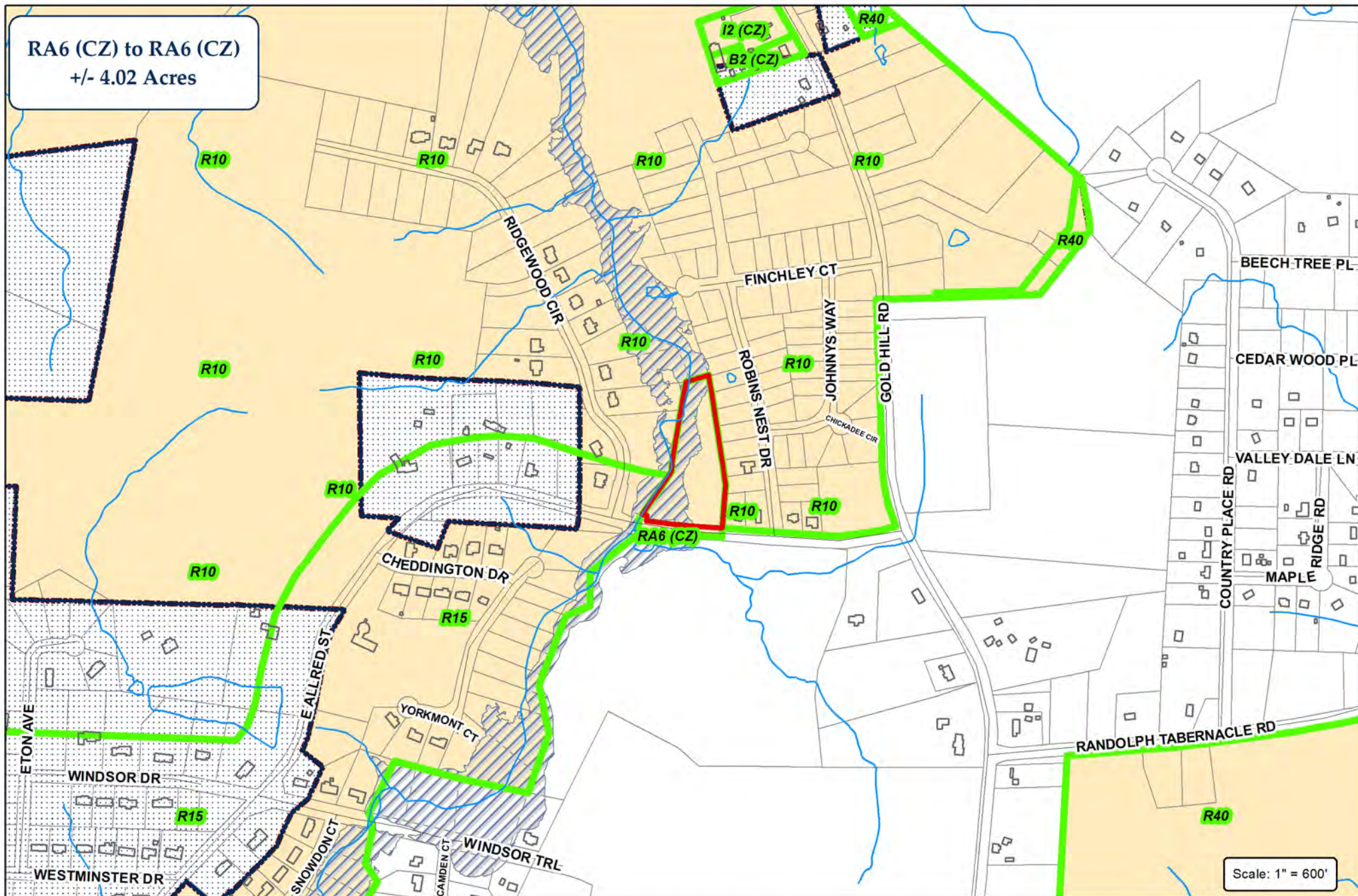
(G) The site plan indicates mail delivery through individual boxes. If the postal service requires a community mailbox, such a change will not be considered a modification of the Conditional Zoning district requiring Council action. If required within the public right-of-way shall, at a minimum, provide an area that is adequate for one (1) drop off space for a motor vehicle including any maneuvering area. Such drop off area shall be designed in accordance with commonly accepted traffic engineering practices. Construction of this area shall be the responsibility of the developer and is subject to approval of the City of Asheboro Public Works Division and/or Engineering Department. Alternatively, should the developer choose to construct the community mailbox and any associated vehicular areas in a location completely on private property, this shall not be considered a modification, subject to Section 4.05 of the Asheboro Zoning Ordinance.

(H) 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

(I) 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 Zoning district in the chain of title for the Zoning Lot.

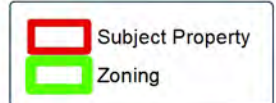
RA6 (CZ) to RA6 (CZ)
+/- 4.02 Acres



City of Asheboro Planning & Zoning Department

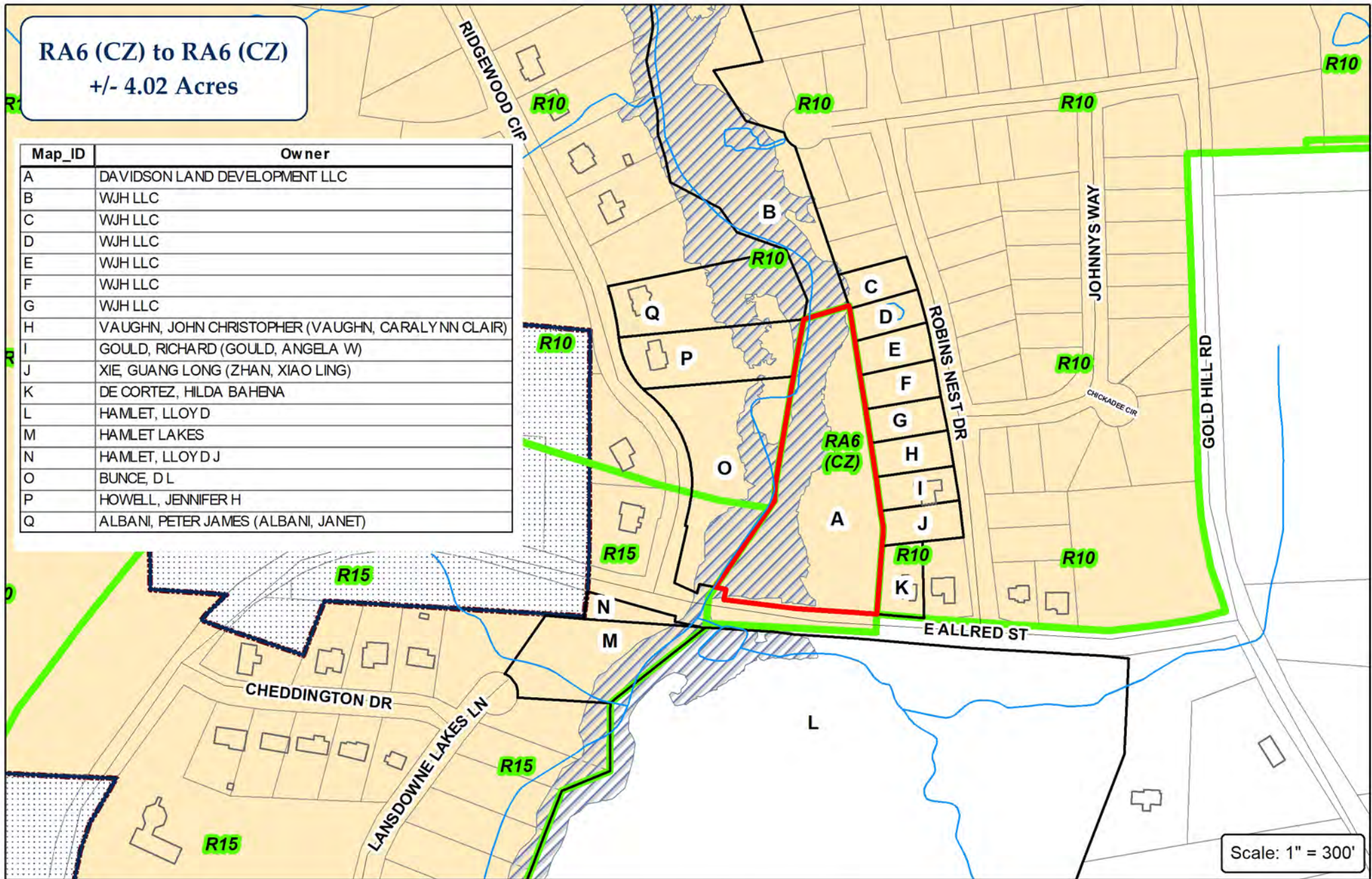
Rezoning Case: RZ-21-07

Parcel: 7762740259



RA6 (CZ) to RA6 (CZ)
+/- 4.02 Acres

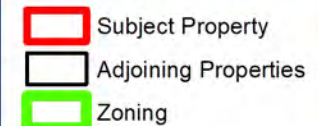
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B	WJH LLC
C	WJH LLC
D	WJH LLC
E	WJH LLC
F	WJH LLC
G	WJH LLC
H	WJH LLC
I	WJH LLC
J	WJH LLC
K	WJH LLC
L	VAUGHN, JOHN CHRISTOPHER (VAUGHN, CARALYNN CLAIR)
M	GOULD, RICHARD (GOULD, ANGELA W)
N	XIE, GUANG LONG (ZHAN, XIAO LING)
O	DE CORTEZ, HILDA BAHENA
P	HAMLET, LLOYD D
Q	HAMLET LAKES
R	HAMLET, LLOYD J
S	BUNCE, D L
T	HOWELL, JENNIFER H
U	ALBANI, PETER JAMES (ALBANI, JANET)



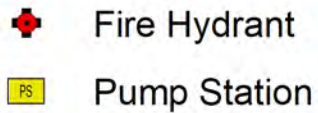
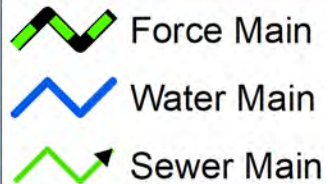
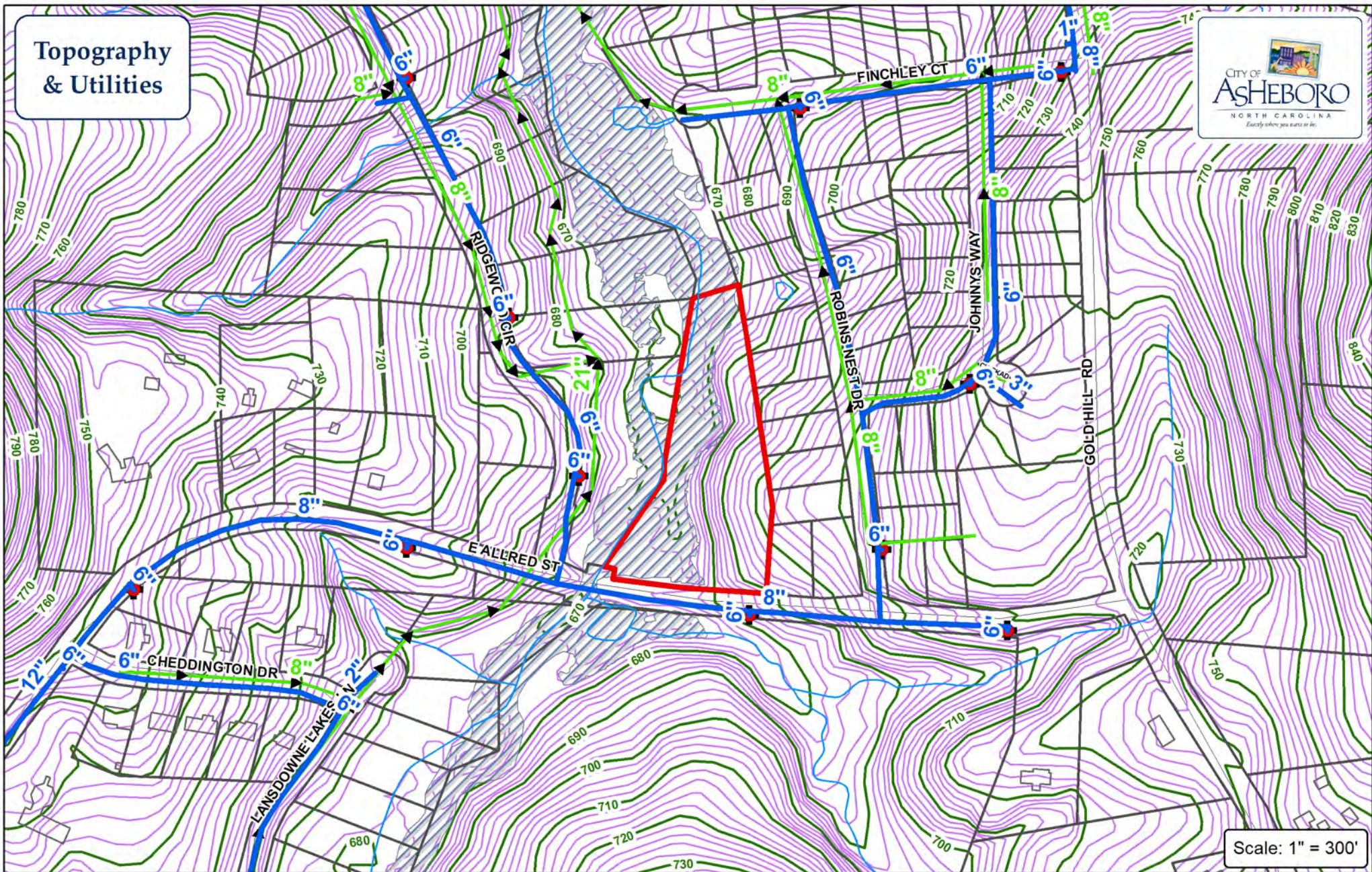
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-21-07

Parcel: 7762740259



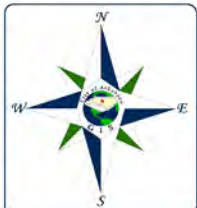
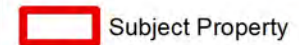
Topography & Utilities



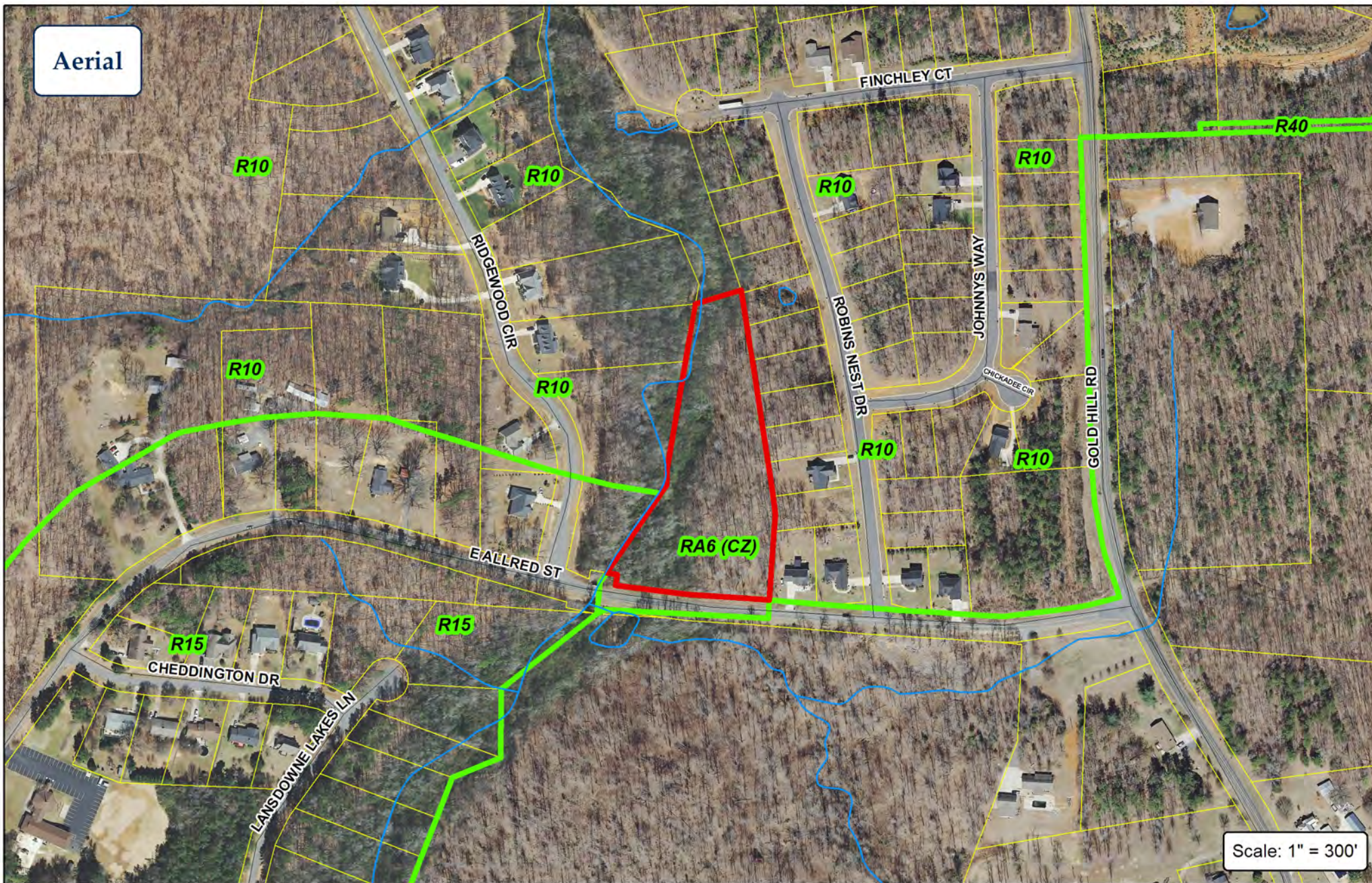
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-21-07

Parcel: 7762740259



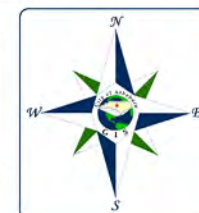
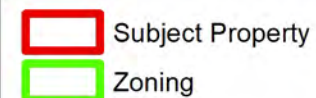
Aerial



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-21-07

Parcel: 7762740259





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.

<i>Application Deadline</i>	<i>Planning Board Meeting</i>	<i>City Council Meeting</i>
December 11, 2020	Monday, January 4, 2021	Thursday, February 4, 2021
January 8, 2021	Monday, February 1, 2021	Thursday, March 4, 2021
February 12, 2021	Monday, March 1, 2021	Thursday, April 8, 2021
March 12, 2021	Monday, April 5, 2021	Thursday, May 6, 2021
April 16, 2021	Monday, May 3, 2021	Thursday, June 10, 2021
May 21, 2021	Monday, June 7, 2021	Thursday, July 15, 2021
June 11, 2021	Monday, July 12, 2021	Thursday, August 5, 2021
July 23, 2021	Monday, August 2, 2021	Thursday, September 16, 2021
August 13, 2021	Monday, September 13, 2021	Thursday, October 7, 2021
September 10, 2021	Monday, October 4, 2021	Thursday, November 4, 2021
October 15, 2021	Monday, November 1, 2021	Thursday, December 9, 2021
*Confirm application deadline with staff	Monday, December 6, 2021	*January, 2022: Confirm meeting date with staff

*January, 2022 Council meeting dates are not set by Council until December, 2021.

Application for Zoning Ordinance/Map Amendment

APPLICANT INFORMATION

Applicant Davidson Land Development, LLC

Applicant's Phone # 336-746-5115 250-0483

Applicant's Address 896 Shiptontown road, Lexington, NC 27292

Applicant Email Address chris@reidfarm.com

PROPERTY INFORMATION FOR MAP AMENDMENTS

Property Owner's Name Davidson Land Development, LLC

Location of Property East Allred Street

Property Size (ac. or s.f.) 4.02 AC.

Randolph County Property Identification Number (PIN#) 110214025 7762740259

Current Zoning District R-10

Requested Zoning District CU-R-A6

Date Property Title Acquired 09/12/2014

Deed Book 00212 002723 Page 0050 00506

Subdivision _____ Section _____ Lot # _____

Plat Book 70 Page 73

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.

The best available use of this property for the owner and public welfare is residential townhomes.

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?

Proposed adequate additional housing promoting the growth and betterment of the city of Asheboro.

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

The project will comply with all land development codes and the land development plan to
promote growth and welfare.

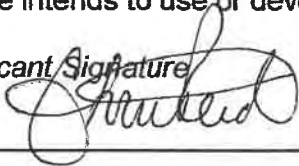
4. Are there any other circumstances, factors, or reasons that the applicant offers in support of the proposed amendment?

There is currently a shortage available of adequate housing, this project will provide homes for
working and growing families in the City of Asheboro.

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



Owner Signature (if different than Applicant)

Printed Name of Authorized Signatory (if different from Applicant)

James Christopher Reid

Owner Address

896 Shiptontown Rd

27292

Position/Relationship of Authorized Signatory to Applicant

member

Telephone Number

(336)-250-0483

Printed Name of Authorized Signatory (if different from Owner)

James Christopher Reid

Position/Relationship of Authorized Signatory to Owner

member

STAFF USE

Received by: JLE **Date:** 5-21-21 **Case Number:** ~~17~~ TRD

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

This is to notify you that I (we), Davidson Land Development
have filed an application with the City of Asheboro to rezone property located at
East Allred Street from M-1 R-10
to CU-R-A6.

On Monday, _____, 2021, 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
336-746-5115 250-0483.



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*

<i>Application Deadline</i>	<i>SITE PLAN CUTOFF</i>	<i>City Council Meeting</i>
December 11, 2020	January 20, 2021	Thursday, February 4, 2021
January 8, 2021	February 17, 2021	Thursday, March 4, 2021
February 12, 2021	March 24, 2021	Thursday, April 8, 2021
March 12, 2021	April 21, 2021	Thursday, May 6, 2021
April 16, 2021	May 26, 2021	Thursday, June 10, 2021
May 21, 2021	June 30, 2021	Thursday, July 15, 2021
June 11, 2021	July 21, 2021	Thursday, August 5, 2021
July 23, 2021	September 1, 2021	Thursday, September 16, 2021
August 13, 2021	September 22, 2021	Thursday, October 7, 2021
September 10, 2021	October 20, 2021	Thursday, November 4, 2021
October 15, 2021	November 24, 2021	Thursday, December 9, 2021
*Confirm application deadline with staff	*Confirm site plan deadline with staff.	*January, 2022: Confirm meeting date with staff

APPLICANT INFORMATION

Applicant Davidson Land Development, LLC *Applicant's Phone #* 336-746-5115

Applicant's Address 896 Shiptontown road, Lexington, NC 27292

Applicant email address chris@reidfarm.com

PROPERTY INFORMATION

Property Owner's Name Davidson Land Development, LLC

Location of Property East Allred Street *Property Size (ac. or s.f.)* 4.02 AC.

Randolph County Property Identification Number (PIN#) 7762740259

Current Zoning District CU-R-A6

Date Property Title Acquired 09/12/2014 *Deed Book* 002723 *Page* 00506

Subdivision _____ *Section* _____ *Lot #* _____

Plat Book 70 *Page* 73

CONDITIONAL USE PERMIT INFORMATION

Application is hereby made to the City of Asheboro for a Conditional Use Permit for the following purpose:

The purpose of the conditional use permit is to serve the proposed 16 townhomes

with associated driveways, parking, and utility improvements.

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



Printed Name of Authorized Signatory (if different from Applicant)

James Christopher Reid

Position/Relationship of Authorized Signatory to Applicant

Member

Owner Signature (if different than Applicant)

Owner Address

896 Shiptontown Rd

Lexington NC 27292

Telephone Number

(336)-250-0483

Printed Name of Authorized Signatory (if different from Owner)

James Christopher Reid

Position/Relationship of Authorized Signatory to Owner

Member

STAFF USE

Received by: JLE Date: 5-21-21 Case Number: TBD

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 _____

Date _____

Received by staff: _____

SUBDIVISION STAFF REPORT
Sketch Design

CASE # SUB-21-01

Date 8-5-2021 City Council continued
from 7-15-2021

GENERAL INFORMATION

Subdivision Name Cane Creek Townhomes
Requested Action Subdivision Sketch Design
Applicant Davidson Land Development LLC
Address 896 Shiptontown Rd., Lexington, NC 27292
Phone 336-250-0483
Location North side of East Allred Street

PARCEL INFORMATION

PIN 7762740259

Size 4.04 acres +/-

Number of Lots 16 + common area

Existing Zoning R10

Average Lot Size Pending

Existing Land Use Undeveloped

Surrounding Land Use

North Medium-Density Residential

East Medium-Density Residential

South Undeveloped Residential

West Medium-Density Residential

LAND DEVELOPMENT PLAN

Growth Strategy Map Primary Growth

Proposed Land Use Map Neighborhood Residential

Small Area Plan Map East

Identified Activity Center? No

Development Issues

1. The request is for a Residential Planned Unit Development with 16 townhome units.
2. A portion of the property is within a Special Hazard Flood Area. However, no units are proposed to be within this area.
3. The subdivision ordinance limits the use & length of dead end streets exceeding 500 feet unless topography or property configuration necessitates their use. The length of the proposed street is 457 linear feet, less than the street that was proposed on the previous plan.
4. One recreational area is shown along Pennwood Branch on the west side of the property.

SUBDIVISION STAFF REPORT
Sketch Design

DEPARTMENT COMMENTS

Engineering Plat corrections are pending as of 7-26-2021

Public Works Plat corrections are pending as of 7-26-2021

Planning Plat corrections are pending as of 7-26-2021.

The method of mail delivery must be approved by the US Postal Service. The City of Asheboro has no jurisdiction over mail delivery. If Community mailbox is required by USPS, this shall be located outside public right-of-way unless approved by City.

Other Asheboro City Schools has reviewed the sketch design and indicated they had no comments.

Staff Recommendation Staff's recommendation is pending.

**Planning Board
Recommendation**



SITE NOTES:

SITE AREA FOR P.L.D.: 4.04 ACRES (176,022 SF)
 TOTAL # OF LOTS: 10 LOTS PLUS COMMON AREA
 LOT 1 = 2,690 SF LOT 2 = 2,690 SF LOT 3 = 2,690 SF
 LOT 4 = 2,690 SF LOT 5 = 2,690 SF LOT 6 = 2,690 SF
 LOT 7 = 2,690 SF LOT 8 = 2,690 SF LOT 9 = 2,690 SF
 LOT 10 = 2,690 SF
 TOTAL COMMON LOT AREAS: 27,584 S.F. (0.63 AC)
 TOWNHOMES COMMON AREA: 147,659 S.F. = (3.39 AC)
 BUA IN COMMON AREA: 935 SF = (0.02 AC) = <1%
 TOTAL BUA: 36,805 SF = (0.85 AC)

ALL COMMON AREA INCLUDING RECREATION AREA & LANDSCAPING TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION.

OPEN SPACE AREA RATIO (32% MIN): 79,008 (138,217 S.F.)
 RECREATIONAL SPACE REQ'D (3.33% OF 52% OF TOTAL AREA): (3,048 SF)
 CURRENT ZONING: R-10
 PROPOSED ZONING: CU-RAS FOR P.L.D. ONLY
 PROPOSED UNITS = 10 TOWNHOUSES (1,200 S.F. HEATED SF/UNIT MINIMUM)

PROPERTY USE: PUBLIC
 25' WITH C&G - 457 LF
 PRIVATE: NONE

PROPOSED NAME OF STREET: CANE CREEK LANE

LANDSCAPING: CANOPY & UNDERSTORY TREES PLACED AROUND PERIMETER
 TRASH DISPOSAL PLAN: TRASH CAN USE ONLY UNLESS OTHERWISE SHOWN
 RV STORAGE: NOT ALLOWED ON SITE

NOTES: 1. H.O.A. DOCUMENTS WILL BE REQUIRED PRIOR TO FINAL PLAT APPROVAL.
 2. DETAILED GRADING PLAN WILL BE SUBMITTED WITH ENGINEERING PLANS.
 3. ALL BUILDINGS ARE CITY OF ASHBORO WATER AND SEWER UTILITIES.
 4. MAIL TO BE DELIVERED TO EACH INDIVIDUAL UNIT.

FIRE HYDRANT NOTE
 FIRE HYDRANT LOCATIONS ARE TENTATIVE
 SUBJECT TO APPROVAL BY FIRE DEPT.

BUILDING SETBACK NOTE
 STREET LIGHTS TYPICALLY HAVE A SETBACK OF 20' IN THE FRONT ALONG CANE CREEK LANE, BUT NO LESS THAN 15'

PERMIT NOTE
 CONDITIONAL USE PERMIT AND REZONING FOR PLANNED UNIT DEVELOPMENT (P.U.D.) ONLY.

CITY OF ASHBORO NOTES
 1. 30' WIDE CITY OF ASHBORO SANITARY SEWER EASEMENT WILL BE PROVIDED ALONG ALL 10' SANITARY SEWER LINES NOT IN PUBLIC ROW.
 2. 20' WIDE CITY OF ASHBORO WATER LINE EASEMENT WILL BE PROVIDED ALONG ALL WATER LINES CONNECTING TO THE CITY OF ASHBORO WATER SYSTEM TO THE FIRE HYDRANTS AND METERS THAT ARE NOT IN PUBLIC ROW.
 3. ALL STORM SEWERS NOT IN PUBLIC ROW WILL BE MAINTAINED BY HOMEOWNERS ASSOCIATION.

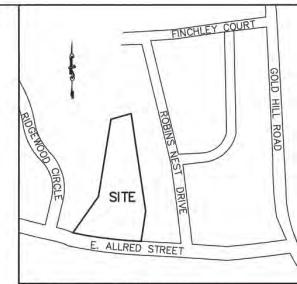
GENERAL SITE NOTES
 1. BOUNDARY & TOPOGRAPHIC INFORMATION TAKEN FROM ASHBORO CONNECT GIS & RANDOLPH COUNTY GIS.
 2. NO SURVEY TAKEN BY THIS OFFICE AS OF 3/15/18.
 3. TOTAL AREA = 4.04 ACRES ±
 4. PIN: 7752740259
 5. DEED REFERENCE: DB 2406 PG 1000
 6. PLAT REFERENCE: PG 70 PG 71
 7. EXISTING ZONING: R-10 ASHBORO
 8. PROPOSED ZONING: CU-RAS ASHBORO
 9. SETBACKS
 FRONT - 30' (ALLRED ST) 15' (CANE CREEK LN)
 REAR - 0' (UNLESS OTHERWISE SHOWN)
 SIDE - 0' (UNLESS OTHERWISE SHOWN)
 10. PROPOSED PUBLIC ROADS: 457 LF ±
 11. TOTAL UNITS: 10
 12. ALL ROADWAY SECTIONS TO BE CONSTRUCTED PER NCDOT STANDARDS
 NCDOT DRIVEWAY PERMIT REQ'D
 13. MONUMENT SIGN TO BE 40 SO FT MAX. AREA MIN. OF 10' FROM RIGHT OF WAY
 14. MAIL WILL BE DELIVERED TO EACH INDIVIDUAL UNIT.

OWNER - DEVELOPER
 KEN MCDOWELL
 1926 OLD HUMBLE MILL ROAD
 ASHBORO, NC
 PHONE (336) 302-9225

DRAWING LEGEND
 --- PROPERTY LINE
 --- ADJOINING PROPERTY LINE
 --- PROPOSED RIGHT OF WAY
 --- PROPOSED LOT LINE
 --- 100' YR FLOODPLAIN
 --- 100' YR FLOODPLAIN
 --- PROPOSED TREELINE
 --- REGULATORY FLOODWAY
 --- EXISTING SANITARY SEWER
 --- PROPOSED SANITARY SEWER
 --- WATER LINE
 --- SAN. SEWER MANHOLE
 --- FIRE HYDRANT

LANDSCAPE NOTES
 TYPE "A" BUFFER REQUIREMENTS:
 15' MIN. WIDTH, 1 CANOPY TREE, 3 UNDERSTORY TREES, AND 8 SHRUBS PER 100 LF
 WHERE EXISTING VEGETATION DOES NOT MEET OR EXCEED ABOVE REQUIREMENTS, LANDSCAPE SHOULD BE ADDED TO THE CANOPY TREES AT THE RATE OF 8 SHRUBS AND 3 UNDERSTORY TREES PER 100 LF
 TYPE "A" SCREEN PROPOSED:
 A ROW OF EVERGREEN SHRUBS PLACED NOT MORE THAN FIVE FEET APART ON CENTER TO FORM A CONTINUOUS OPAQUE HEDGE A MINIMUM OF SIX FEET IN HEIGHT ABOVE FINISHED GRADE
 *TYPE "A" WILL COMPLY WITH PERFORMANCE STANDARDS OF ASHBORO ZONING ORDINANCE, SECTION 318A.

GRAPHIC SCALE
 0 10 20 30 40
 (IN FEET)
 1 inch = 40 ft.



SFA

Summey Engineering Associates, LLC
 Engineering - Land Planning - Consulting

RD 200 Box 200
 Ashboro, NC 27922
 Phone: 336-302-9225 Fax: 336-302-9212
 Email: info@sfa-engineering.com
 NC Professional Engineering Firm License No. F0314

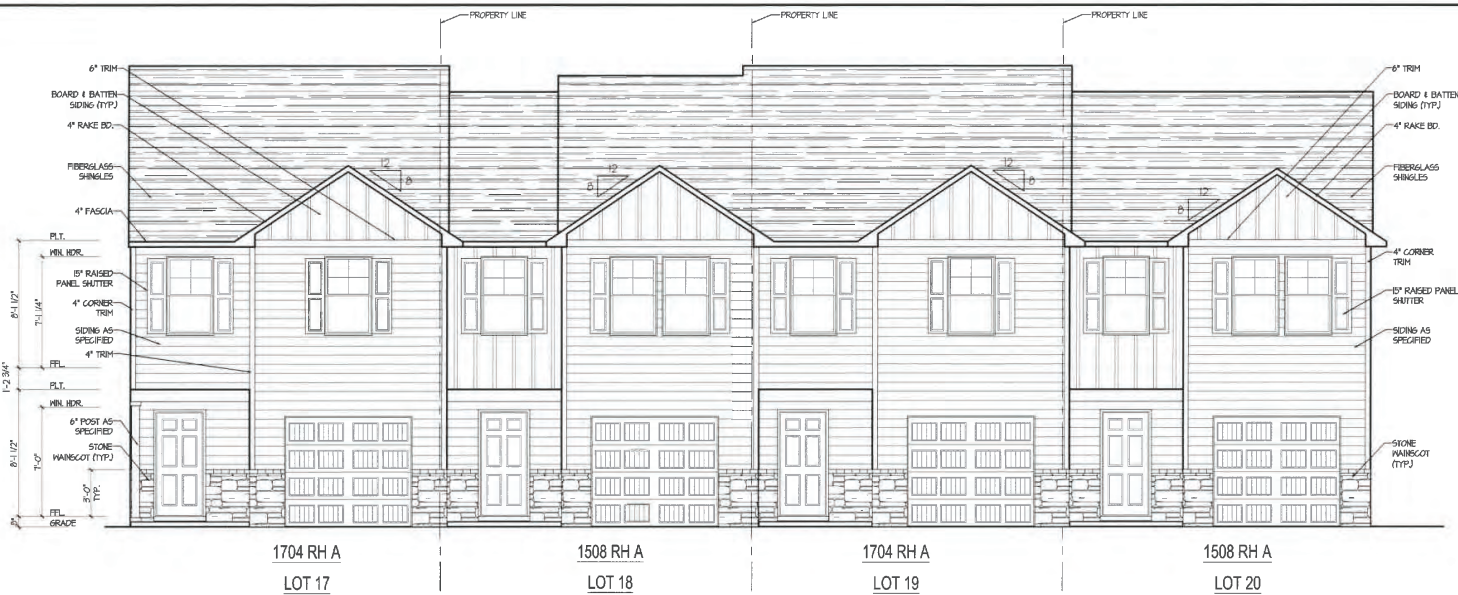
PROPOSED SITE PLAN

CANE CREEK TOWNHOMES

EAST ALLRED STREET
 RANDOLPH COUNTY, ASHBORO - NORTH CAROLINA

Scale:	1" = 40'
Date:	MAY 2024
Drawn by:	ZYG
Checked by:	HWS
Job No.:	E-6367

Sheet No. 1 of 1

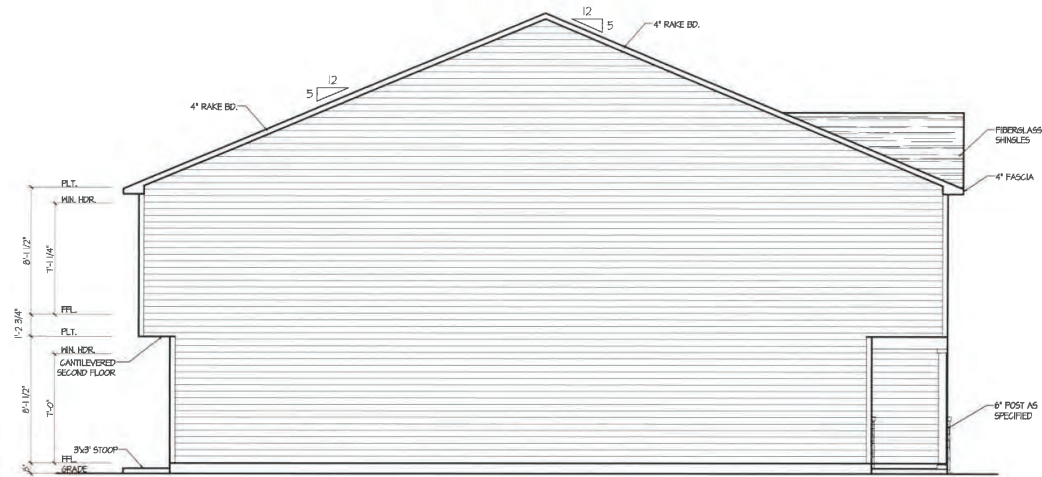


FRONT ELEVATION
4 UNIT BUILDING

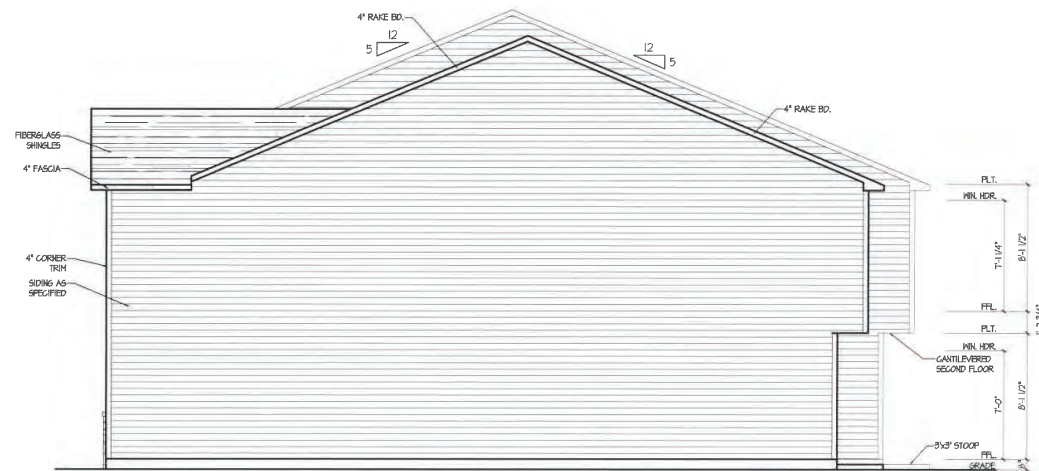


REAR ELEVATION

SCALE: 1/8" = 1'-0" U.N.O. (11x17)
SCALE: 1/4" = 1'-0" U.N.O. (24x36)



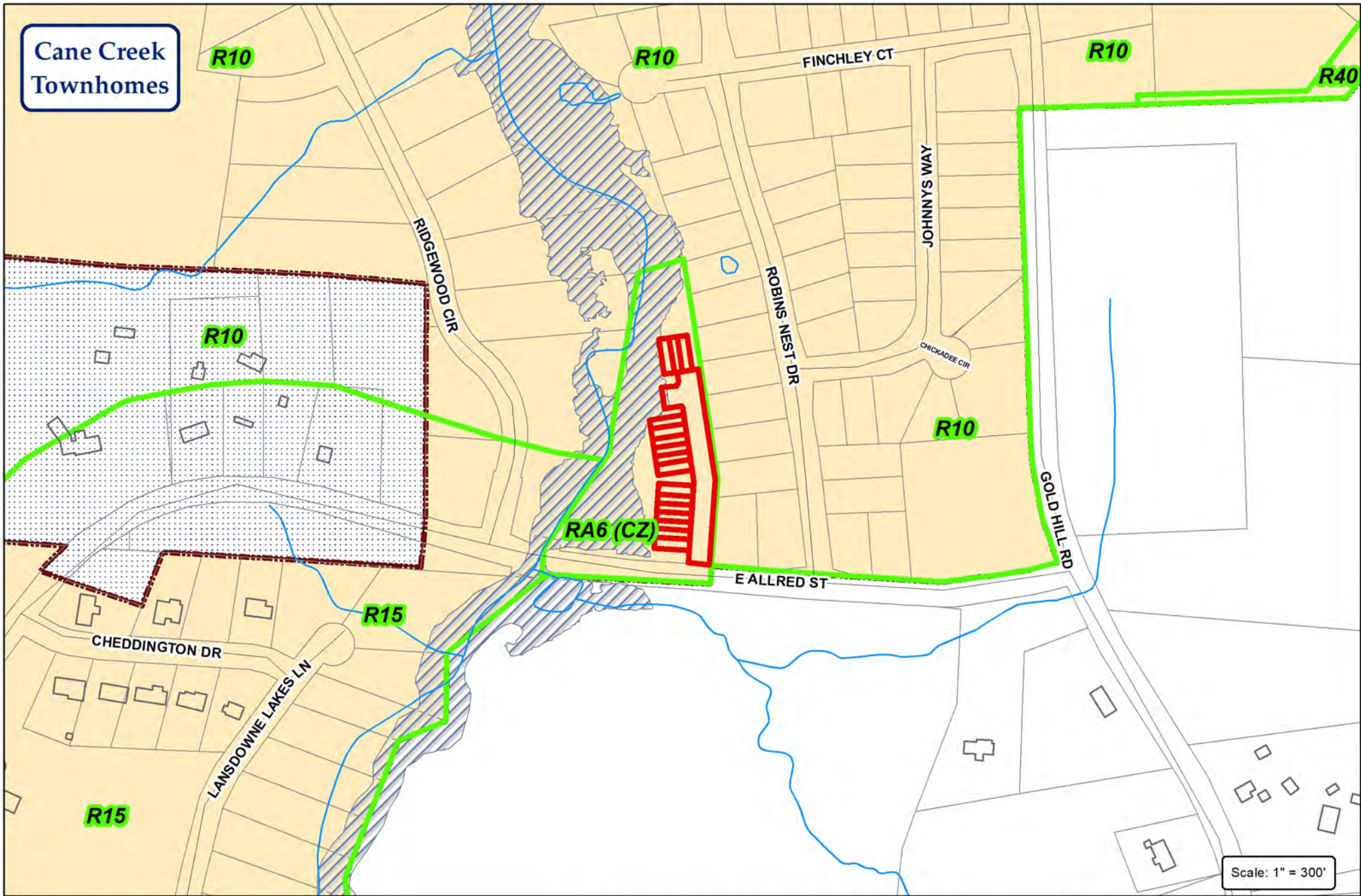
1704 RH LEFT ELEVATION



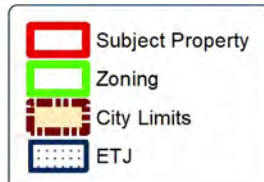
1508 RH RIGHT ELEVATION

SCALE: 1/8" = 1'-0" U.N.O. (11x17)
SCALE: 1/4" = 1'-0" U.N.O. (24x36)

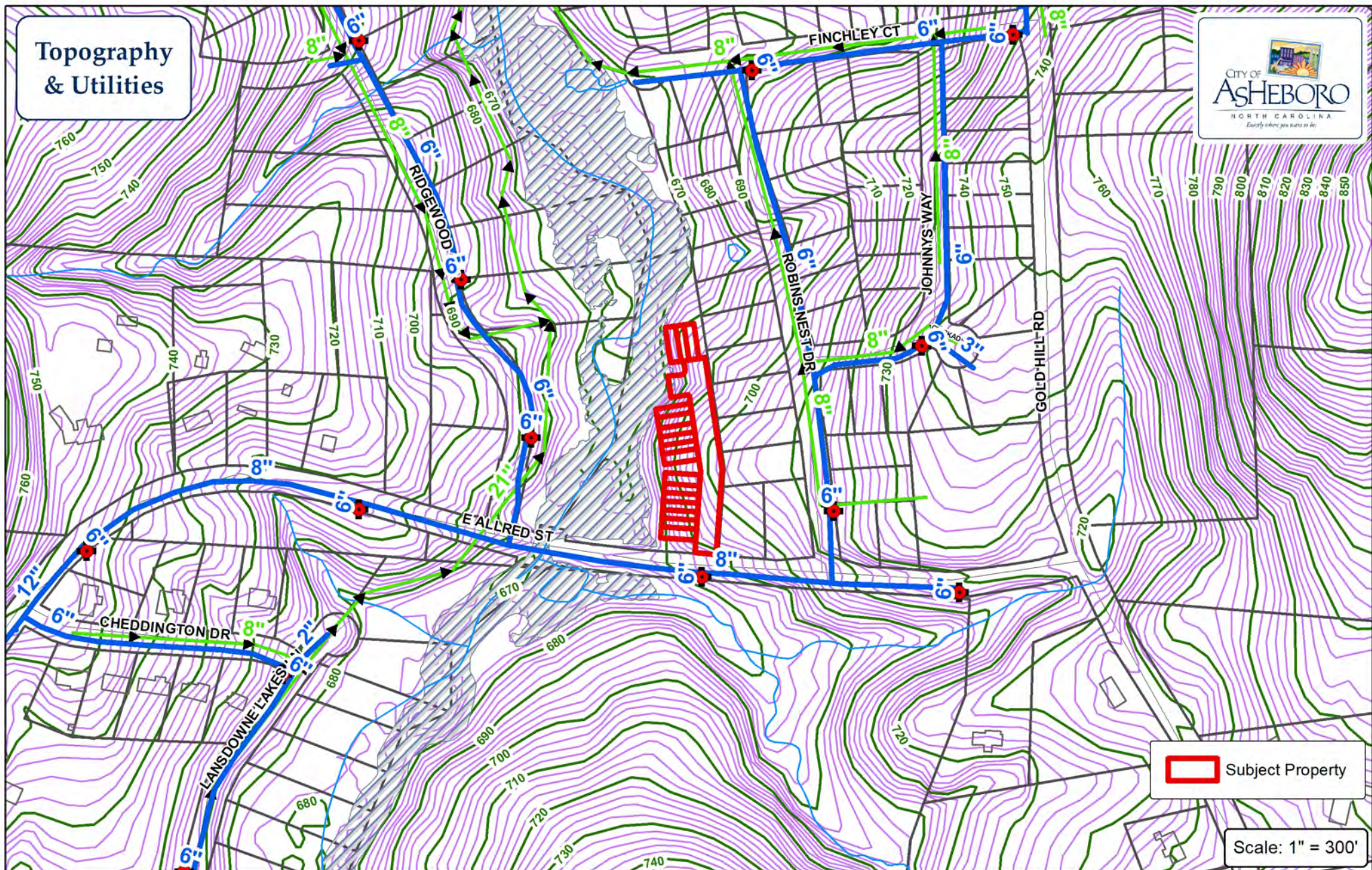
Cane Creek
Townhomes



City of Asheboro
Planning & Zoning Department
Subdivision Case: SUB-21-01
Parcel: 7762740259



Topography & Utilities



 Subject Property

Scale: 1" = 300'

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

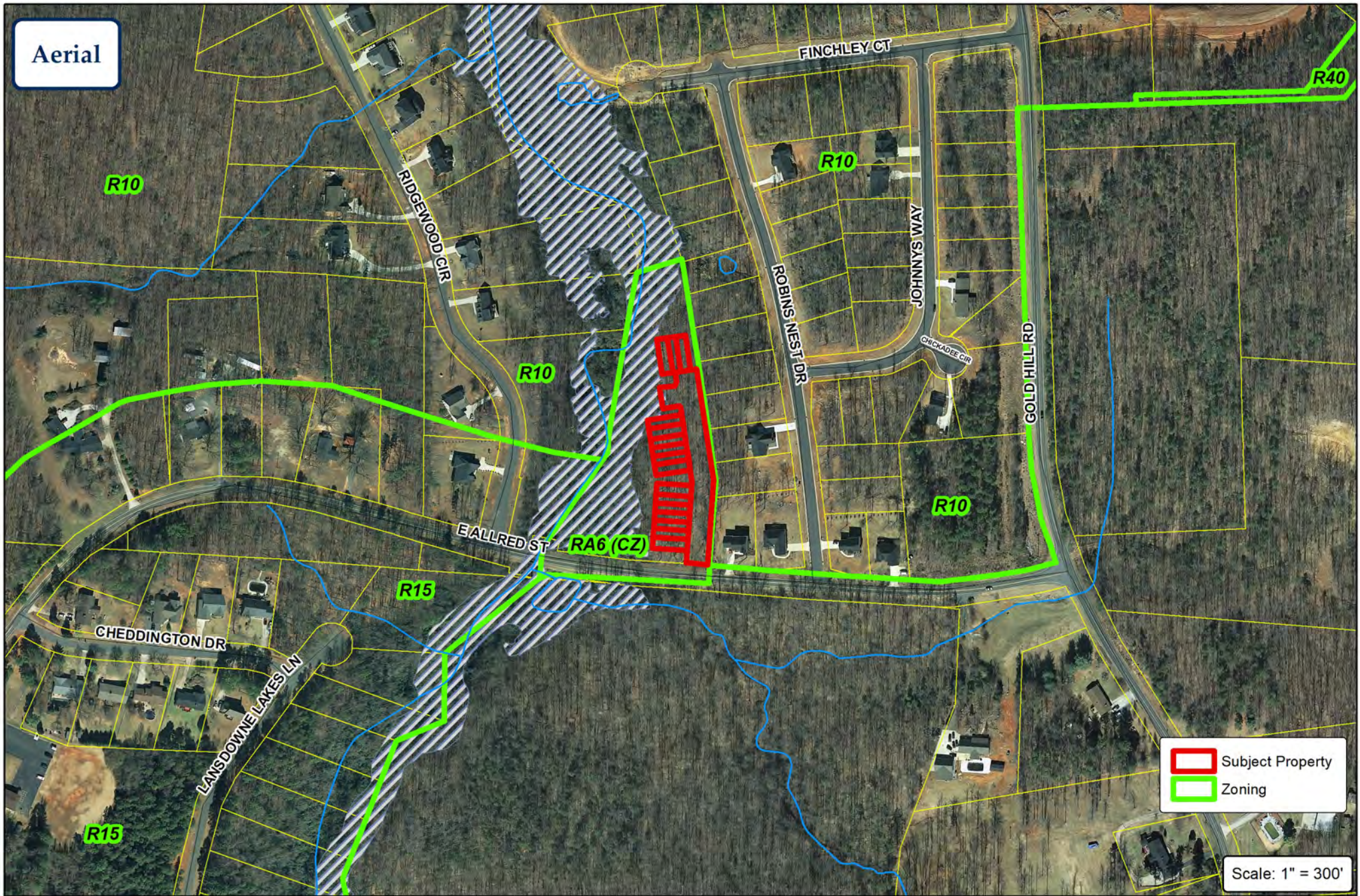
City of Asheboro Planning & Zoning Department

Subdivision Case: SUB-21-01

Parcel: 7762740259



Aerial



City of Asheboro
Planning & Zoning Department
Subdivision Case: SUB-21-01
Parcel: 7762740259





RZ-21-08: Request to rezone property located at 2078 North Asheboro School
Road from R15 Low-Density Single-Family Residential to O & I Office &
Institutional
Staff Report

Planning Board Recommendation & Comments to City Council

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

Case # **RZ-21
-08**

Date 7-12-2021 Planning Board

Applicant Freedom Baptist Church c/o Ricky T. Byerly
(Pastor)

Legal Description

The property of Freedom Baptist Church of Asheboro, Inc., located at 2078 North Asheboro School Road, totaling approximately 2.86 acres +/-, and identified by Randolph County Parcel Identification Number 7752676855.

Requested Action Rezone from R15 Low-Density Single-Family Residential to O&I
Office Institutional

Existing Zone R15 Low-Density Single-Family

Land Development Plan See Rezoning staff report.

Planning Board Recommendation

Approve.

Reason for Recommendation

The Planning Board concurred with staff reasoning.

Planning Board Comments

Rezoning Staff Report

RZ Case # RZ-21-08

Date 8/5/2021 City Council

General Information

Applicant Freedom Baptist Church c/o Ricky T. Byerly (Pastor)

Address 2078 North Asheboro School Road

City Asheboro NC 27203

Phone 336-239-9607

Location 2078 North Asheboro School Road

Requested Action Rezone from R15 Low-Density Single-Family Residential to O & I Office & Institutional

Existing Zone R15

Existing Land Use Non-Commercial Place of Assembly (church)

Size 2.86 acres +/-

Pin # 7752676855

Applicant's Reasons as stated on application

We are in the vicinity of, and surrounded by, properties that are zoned Commercial and Industrial. City recommendation is for this property to be zoned office and institutional, it will benefit both parties.

Surrounding Land Use

North Single-family

East Norfolk Southern Railroad/Industrial

South Single-family

West School (Balfour Elementary adjoining N. Asheboro Middle)

Zoning History A Special Non-Residential Intensity Allocation (SNIA) of 70% of the property to be built upon area was approved by City Council in April, 1998.

Legal Description

The property of Freedom Baptist Church of Asheboro, Inc., located at 2078 North Asheboro School Road, totaling approximately 2.86 acres +/-, and identified by Randolph County Parcel Identification Number 7752676855.

Analysis

1. The property is outside of the city limits, but located within the city's extraterritorial zoning jurisdiction (ETJ).
2. North Asheboro School Road (SR 1723) is a state-maintained collector road.
3. The property is within the Balance of the Back Creek Watershed. The maximum area that can be built upon by right with impervious surfaces such as pavement and buildings is 12% in this area. The Ordinance does allow an increase in built upon area with a Special Use Permit (Special Non-Residential Intensity Allocation or SNIA) from City Council. Records indicate that the property was granted a SNIA in April, 1998 to allow up impervious coverage on up to 70% of the property.
4. Tax records indicate the structure currently located on the property was built in 1999.
5. The current R15 district is described the zoning ordinance as "intended to provide regulations which will produce a low intensity of single family residential use with the necessary governmental and other support facilities to service such suburban intensity living." The requested O&I district is intended "to produce moderate intensity office and institutional development to serve adjacent residential areas and to provide a transition from residential to commercial uses. Land designated O&I shall normally be located with access to a minor thoroughfare or higher classification street with access to local residential streets discouraged."
6. Significant changes, or the addition of structures over 1,000 SF or representing more than a 10% increase in the size of structures related to the current use requires either a new Special Use Permit, or a rezoning of the property, which is what the owner applied for. If approved, uses permitted by right in the O&I district may be reviewed by staff in conformity with the zoning ordinance and subject to the Watershed Protection Ordinance.

Rezoning Staff Report

RZ Case # RZ-21-08

Page 2

Consistency with the 2020 LDP Growth Strategy designations

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

Proposed Land Use Map Designation Office & Institutional
Small Area Plan Northeast
Growth Strategy Map Designation Economic Development

LDP Goals/Policies Which Support Request

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

Checklist Item 5: The proposed rezoning is compliant with the objectives of the Growth Strategy Map.

Checklist Items 13-14: 12.) Property is located outside of Special Hazard Flood Area, or Area with Steep Slopes (>20%).

Rezoning Staff Report

RZ Case # RZ-21-08

Page 3

LDP Goals/Policies Which Do Not Support Request

Checklist Item 3: The property on which the rezoning district is proposed does not fit the description of the Zoning Ordinance. (*Article 200, Section 210, Schedule of Statements of Intent*)

Checklist Item 12: Property is located within Watershed Area.

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

This request is supported by the Land Development Plan's designation of the property for Office & Institutional use and the history of this property being developed and used for an Institutional purpose for over twenty (20) years.

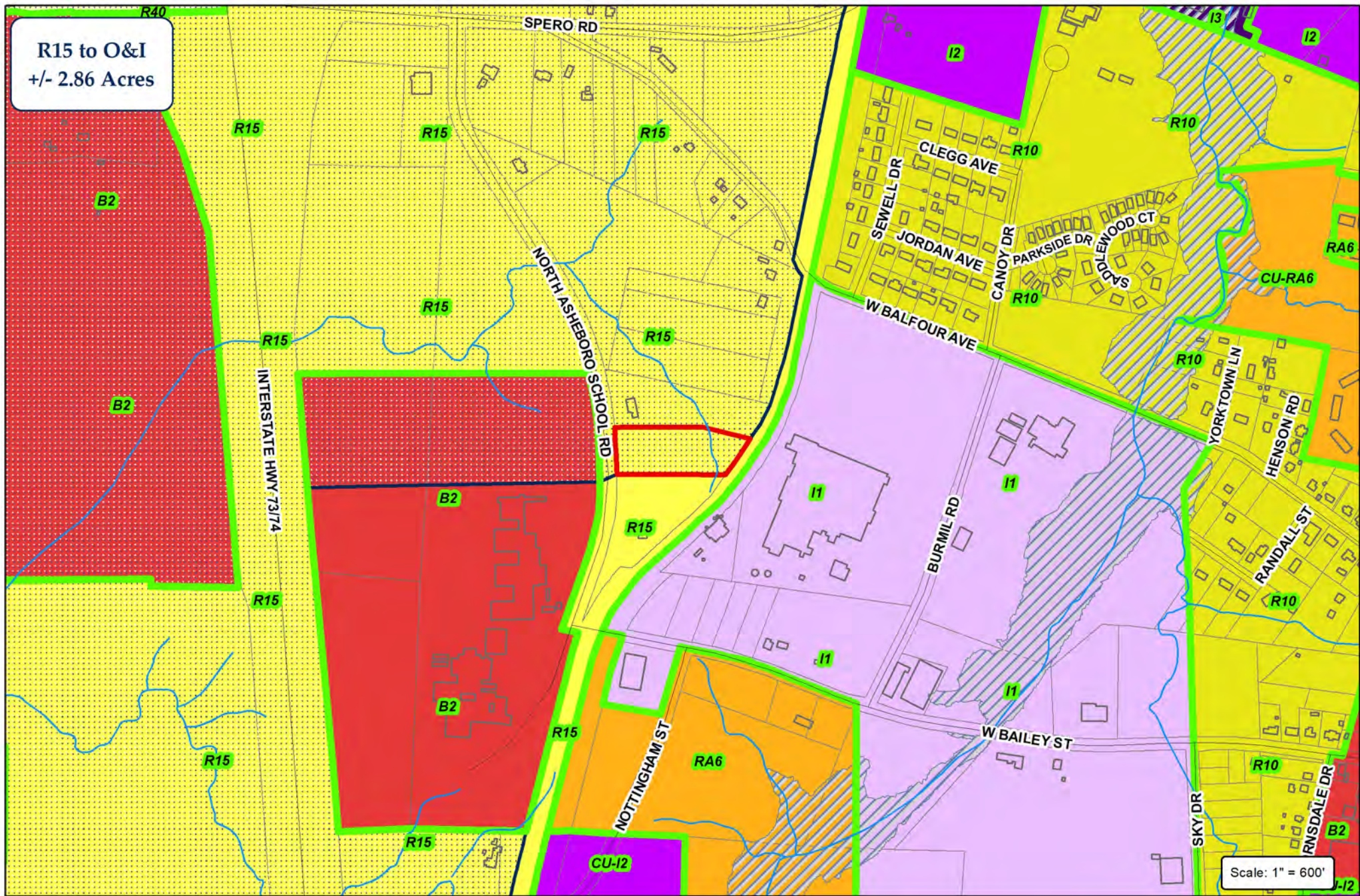
Although North Asheboro School Road is not classified as a minor thoroughfare or higher classification street, it is used by two schools, a manufacturing facility, and the institutional use on the subject property. Additionally, more intense commercial and industrial zoning exists to the west and east of the property also makes an O & I classification reasonable.

Furthermore, given the limited range of non-residential uses in the O&I district in comparison to other non-residential districts, the request fits the property.

Considering these factors, staff believes that the requested O&I district is overall consist with the Land Development Plan and is therefore reasonable and in the public interest.

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

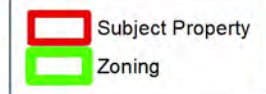
R15 to O&I
+/- 2.86 Acres



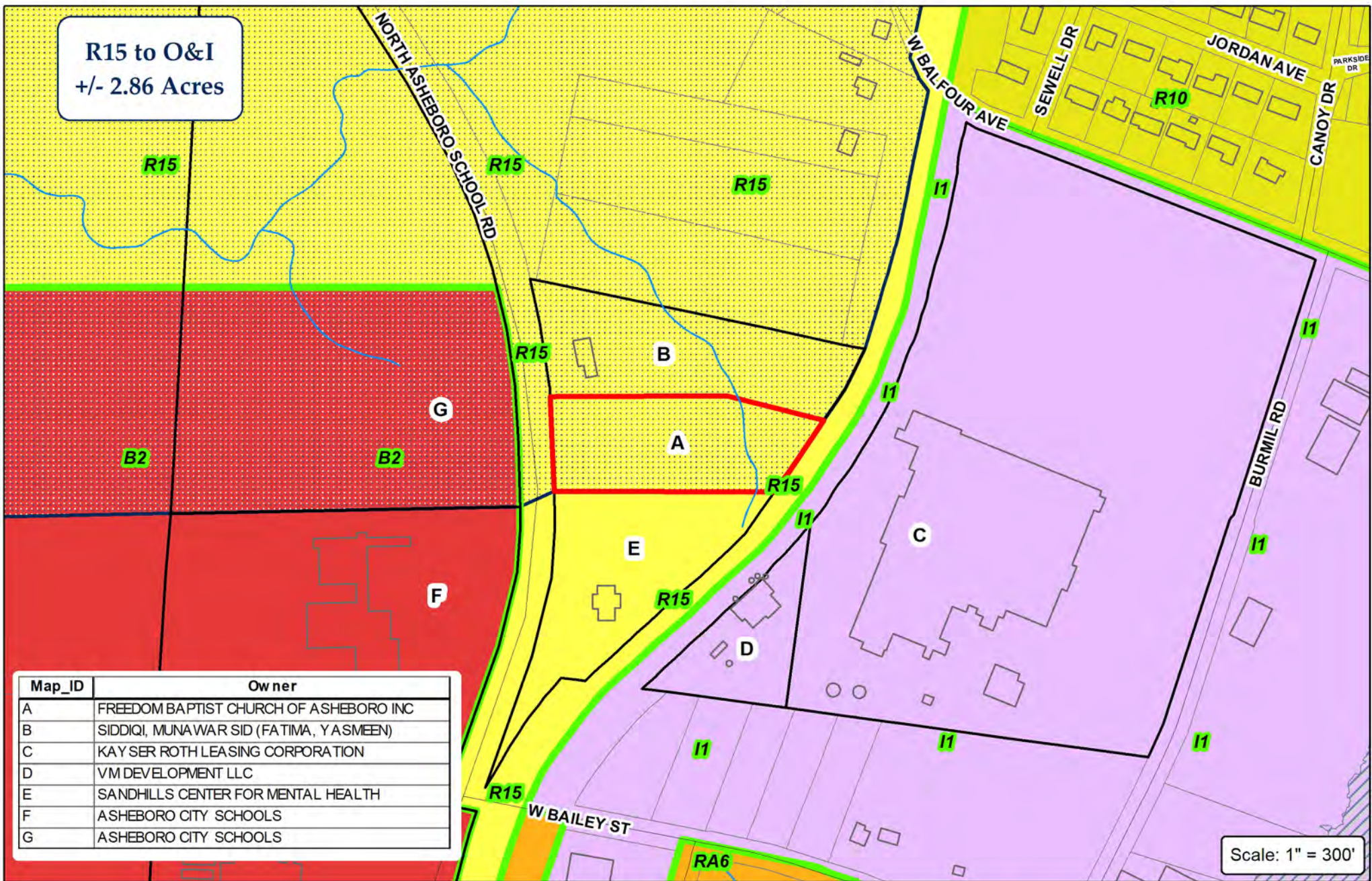
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-21-08

Parcel: 7752676855



R15 to O&I
+/- 2.86 Acres

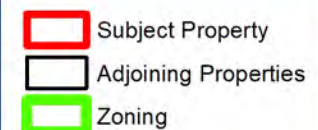


Map_ID	Owner
A	FREEDOM BAPTIST CHURCH OF ASHEBORO INC
B	SIDDIQI, MUNAWAR SID (FATIMA, Y ASMEEN)
C	KAY SER ROTH LEASING CORPORATION
D	VM DEVELOPMENT LLC
E	SANDHILLS CENTER FOR MENTAL HEALTH
F	ASHEBORO CITY SCHOOLS
G	ASHEBORO CITY SCHOOLS

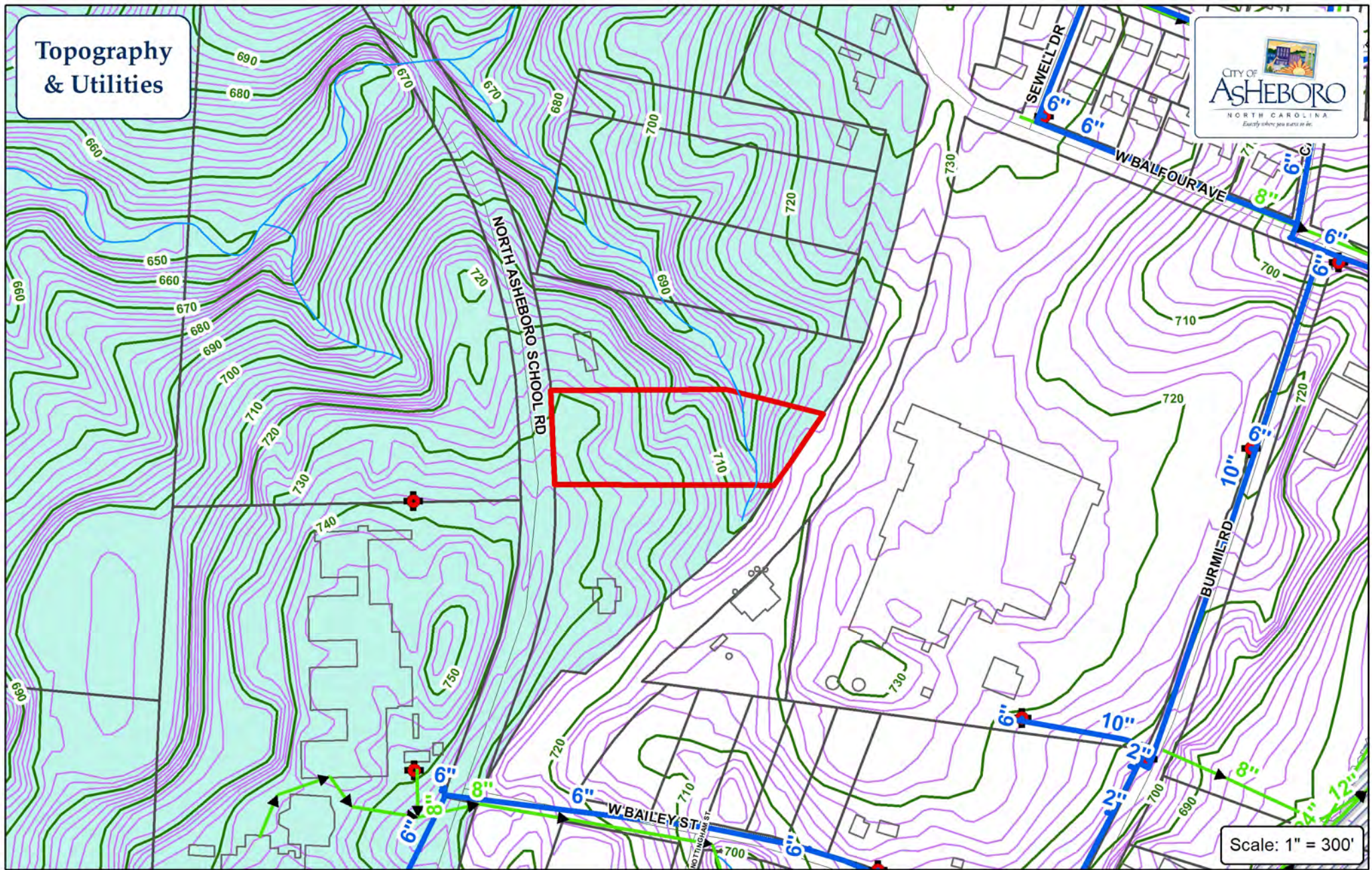
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-21-08

Parcel: 7752676855



Topography & Utilities



Scale: 1" = 300'

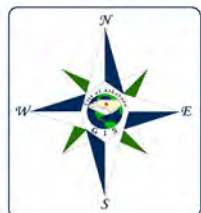
- | | | | |
|--|------------|--|--------------|
| | Force Main | | Fire Hydrant |
| | Water Main | | Pump Station |
| | Sewer Main | | Watershed |

City of Asheboro Planning & Zoning Department

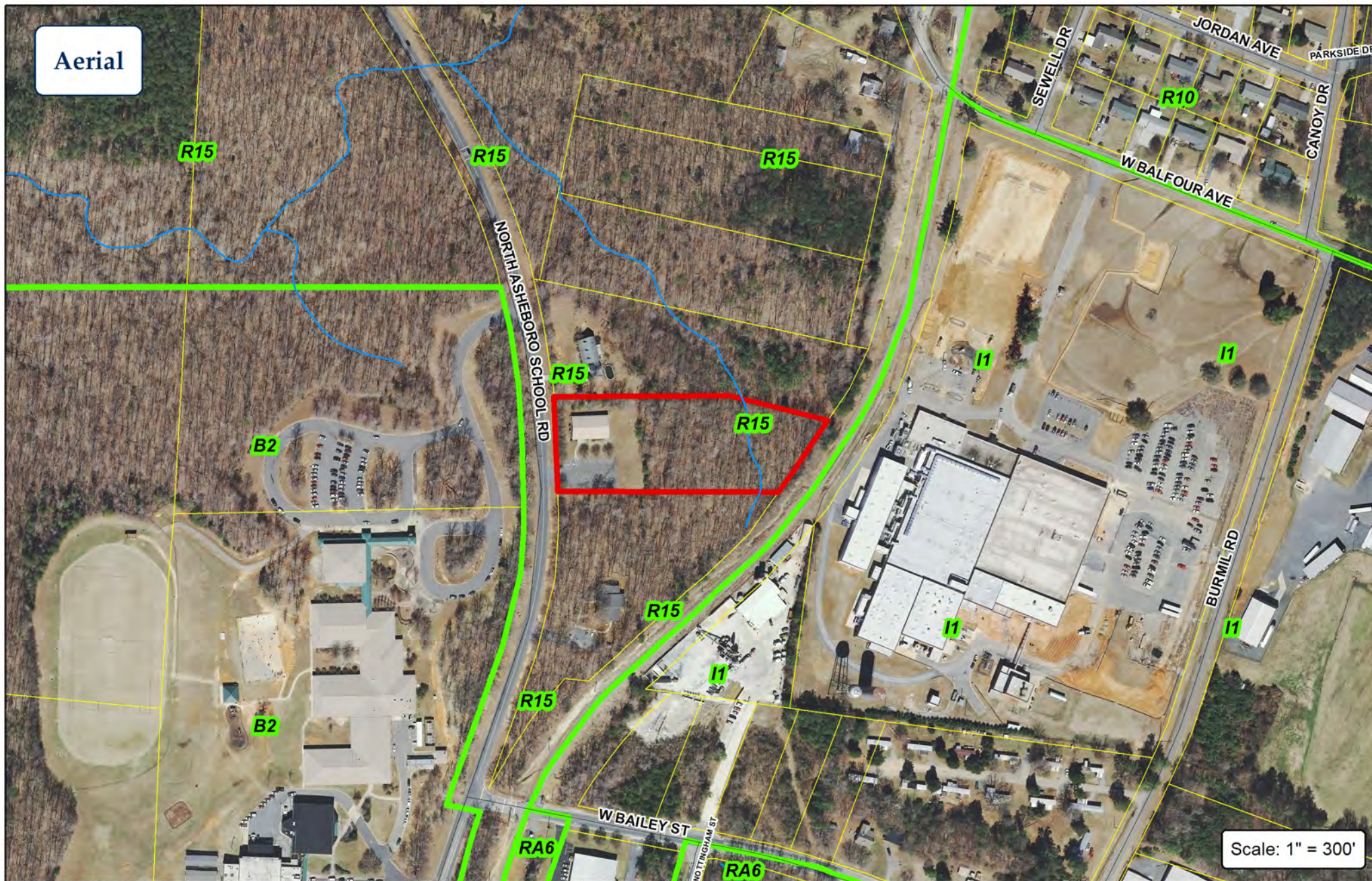
Rezoning Case: RZ-21-08

Parcel: 7752676855

Subject Property



Aerial

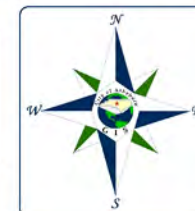
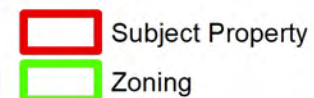


Scale: 1" = 300'

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-21-08

Parcel: 7752676855



Application for Zoning Ordinance/Map Amendment

APPLICANT INFORMATION

Applicant FREEDOM BAPTIST CHURCH
Applicant's Phone # 336-239-9607
Applicant's Address 2078 NORTH ASHEBORO SCHOOL ROAD
ASHEBORO, NC 27203
Applicant Email Address byerlysv@centurylink.net

PROPERTY INFORMATION FOR MAP AMENDMENTS

Property Owner's Name FREEDOM BAPTIST CHURCH
Location of Property 2078 N. ASHEBORO SCHOOL RD
Property Size (ac. or s.f.) 2.86
Randolph County Property Identification Number (PIN#) 7752-67-6855
Current Zoning District R15
Requested Zoning District O AND I
Date Property Title Acquired 8-14-2015
Deed Book 2454 Page 1154
Subdivision SCOTTISH GLENN Section _____ Lot # 12-14
Plat Book 34 Page 57

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.

N/A

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?

WE ARE IN THE VICINITY OF, AND SURROUNDED BY, PROPERTIES THAT
ARE ZONED COMMERCIAL AND INDUSTRIAL

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

CITY RECOMMENDATION IS FOR THIS PROPERTY TO BE ZONED
OFFICE AND INSTITUTIONAL. IT WILL BENEFIT BOTH PARTIES

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

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

Ricky T. Byerly / for FREEDOM BAPTIST
CHURCH OF ASHEBORO

Printed Name of Authorized Signatory (if different from Applicant)

RICKY T. BYERLY

Position/Relationship of Authorized Signatory to Applicant

PASTOR / AGENT

Owner Signature (if different than Applicant)

Owner Address

2078 NORTH ASHEBORO

SCHOOL RD ASHEBORO NC

Telephone Number

336-239-9607

Printed Name of Authorized Signatory (if different from Owner)

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: JTL Date: 6-7-21 Case Number: _____



RZ-21-09: Request to rezone property located at 5009 US Hwy. 220 Business North from R15 Low-Density Single-Family Residential to I2 General Industrial

Staff Report

Planning Board Recommendation & Comments to City Council

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

Case # **RZ-21
-09**

Date 7-12-2021 Planning Board

Applicant Joel M. Brown; HR Gallimore (Agent)

Legal Description

The properties of Joel M. Brown, consisting of approximately 2.89 acres +/-, including Randolph County Parcel Identification Number (PIN) 7754913917 located at 5009 US Hwy. 220 Business North and a portion of PIN 7754818703 immediately to the South.

Requested Action Rezone from R15 Low-Density Single-Family Residential to I2 General Industrial

Existing Zone R15 Low-Density Single-Family

Land Development Plan See Rezoning staff report.

Planning Board Recommendation

Approve.

Reason for Recommendation

The Planning Board concurred with staff reasoning.

Planning Board Comments

Rezoning Staff Report

RZ Case # RZ-21-09

Date 7/12/2021 PB

General Information

Applicant Joel M. Brown HR Gallimore Agent

Address 585 Inwood Road

City Asheboro NC 27203

Phone 336-318-1482

Location 5009 US 220 Business North

Requested Action Rezone from R15 Low-Density Single-Family Residential to I2 General Industrial

Existing Zone R15

Existing Land Use Single-family dwelling

Size 2.89 acres +/-

Pin # 7754913917 and 7754818703

Applicant's Reasons as stated on application

Request is consistent with other uses in the sector. Consistent with LDP. Some of the property is already zoned I2. This request is to make the entire property to be uniform in its zoning. One of few properties with rail available.

Surrounding Land Use

North Undeveloped Industrial

East Residential

South Commercial/Industrial/Residential

West Norfolk Southern Railroad/Industrial

Zoning History N/A

Legal Description

The properties of Joel M. Brown, consisting of approximately 2.89 acres +/-, including Randolph County Parcel Identification Number (PIN) 7754913917 located at 5009 US Hwy. 220 Business North and a portion of PIN 7754818703 immediately to the South.

Analysis

1. The property is inside the city limits.
2. US 220 Business North is a state-maintained major thoroughfare.
3. Section 4.04 of the Zoning Ordinance describes the R15 Residential District as "intended to provide regulations which will produce a low intensity of single family residential use with the necessary governmental and other support facilities to service such suburban intensity living." The intent of the requested 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."
4. The majority of Parcel Identification Number 7754818703 is currently zoned I2 General Industrial. However, a provision of the Zoning Ordinance (Section 3.01) generally prohibits access through residential properties into uses not permitted in residential zones. As this property is currently zoned, accessing the portions that are zoned I2 from US 220 Business North would require going through residential property unless access were from an adjoining property.
5. Both properties are designated as an "Employment Center" on the Land Development Plan Proposed land use map. The Growth Strategy map designates Parcel ID 7754818703 (the larger of the two parcels to the south) as part of the "Economic Development" area and Parcel ID 7754913917 as a "Primary Growth" parcel.
6. The property is within a North Carolina Opportunity Zone. Economic investment in these zones, based on income criteria within census tracts, may receive favorable tax treatment.
7. The property is adjacent to the Norfolk Southern Railroad.

Rezoning Staff Report

RZ Case # RZ-21-09

Page 2

Consistency with the 2020 LDP Growth Strategy designations

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

Proposed Land Use Map Designation	Employment Center
Small Area Plan	Northeast
Growth Strategy Map Designation	Primary Growth/Economic Development

LDP Goals/Policies Which Support Request

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

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

Checklist Item 5: The proposed rezoning is compliant with the objectives of the Growth Strategy Map.

Checklist Item #9: Rezoning will benefit the economic vitality of NC Department of Commerce State Economic Development Area (NC Opportunity Zone)

Checklist Items 12-14: 12.) Property is located outside of the watershed area, Special Hazard Flood Area, or Area with Steep Slopes (>20%).

Rezoning Staff Report

RZ Case # RZ-21-09

Page 3

LDP Goals/Policies Which Do Not Support Request

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

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

The designation of the property as an "Employment Center" on the Land Development Plan's proposed land use map, along with the designation of the property as either part of the Primary Growth or Economic Development Area on the Growth Strategy Map help support the requested General Industrial designation.

This section of the US 220 Business North corridor has developed with various industrial uses, and the property's location within the NC Department of Commerce Opportunity Zone area makes an I2 designation appropriate. Additionally, given restrictions on access to industrial property across residential property, rezoning the entire property for industrial use eliminates this problem.

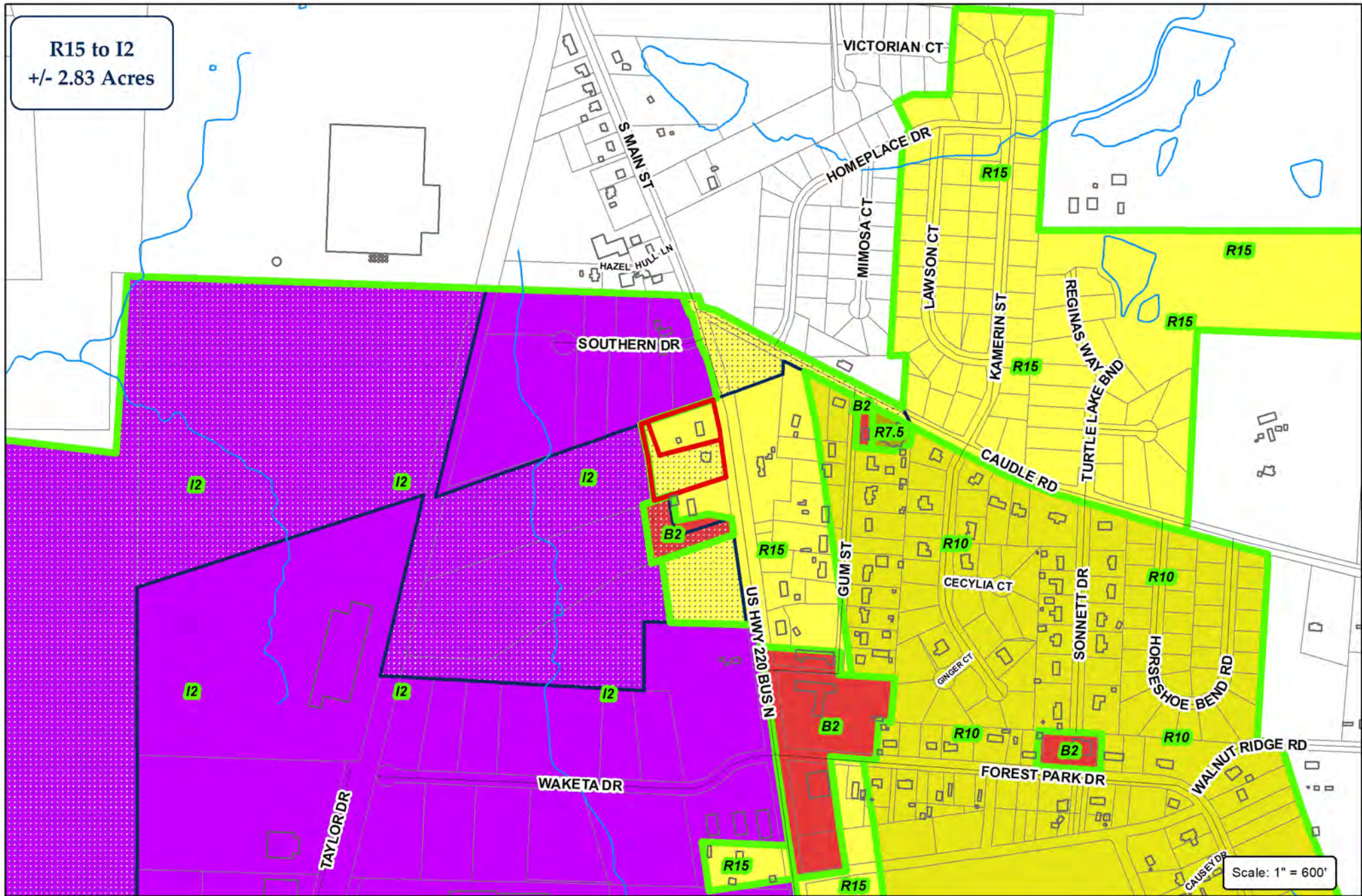
Although ideally there is a transition between Industrial and residential zoning, the non-residential use of contiguous parcels not separated by US 220 Business North minimizes this concern.

Considering these factors, staff believes that the requested I2 district is overall consistent with the Land Development Plan and is therefore reasonable and in the public interest.

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

Recommendation

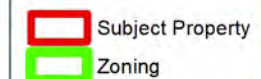
R15 to I2
+/- 2.83 Acres



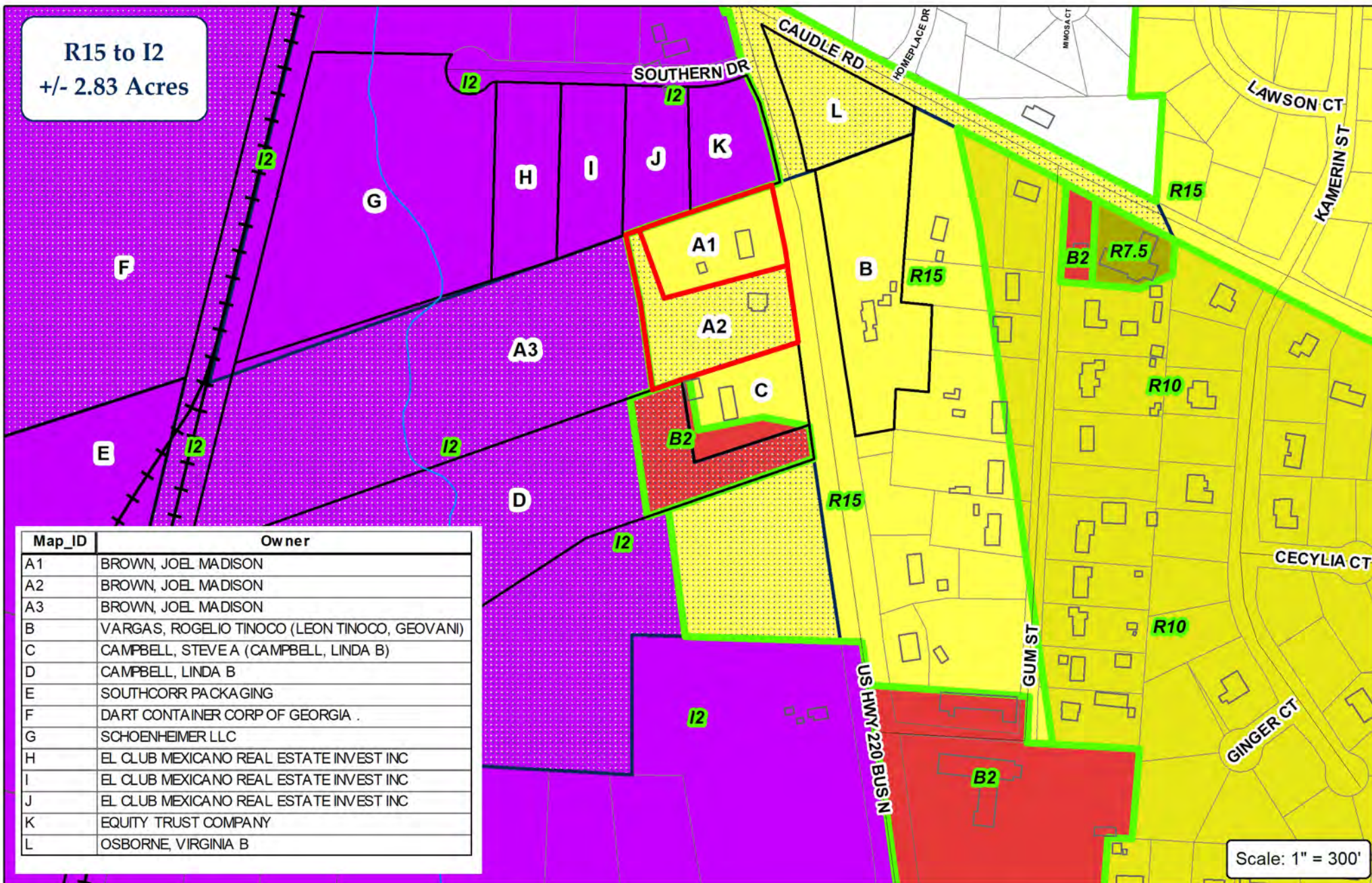
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-21-09

Parcel: 7754913917 & 7754818703(pt.)



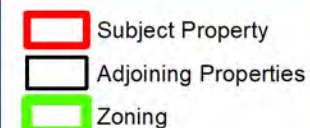
R15 to I2
+/- 2.83 Acres



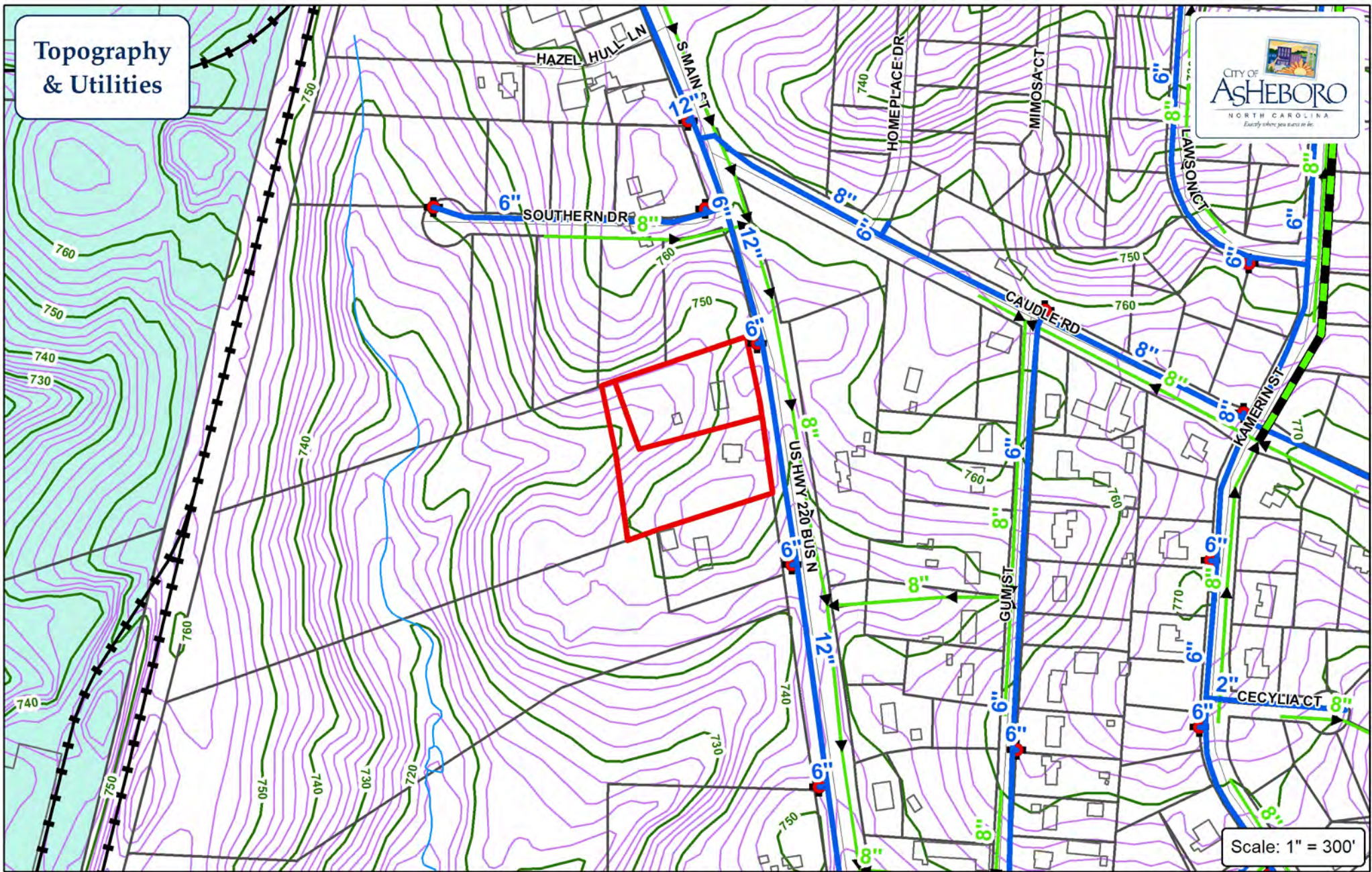
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-21-09

Parcel: 7754913917 & 7754818703 (pt.)



Topography & Utilities



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

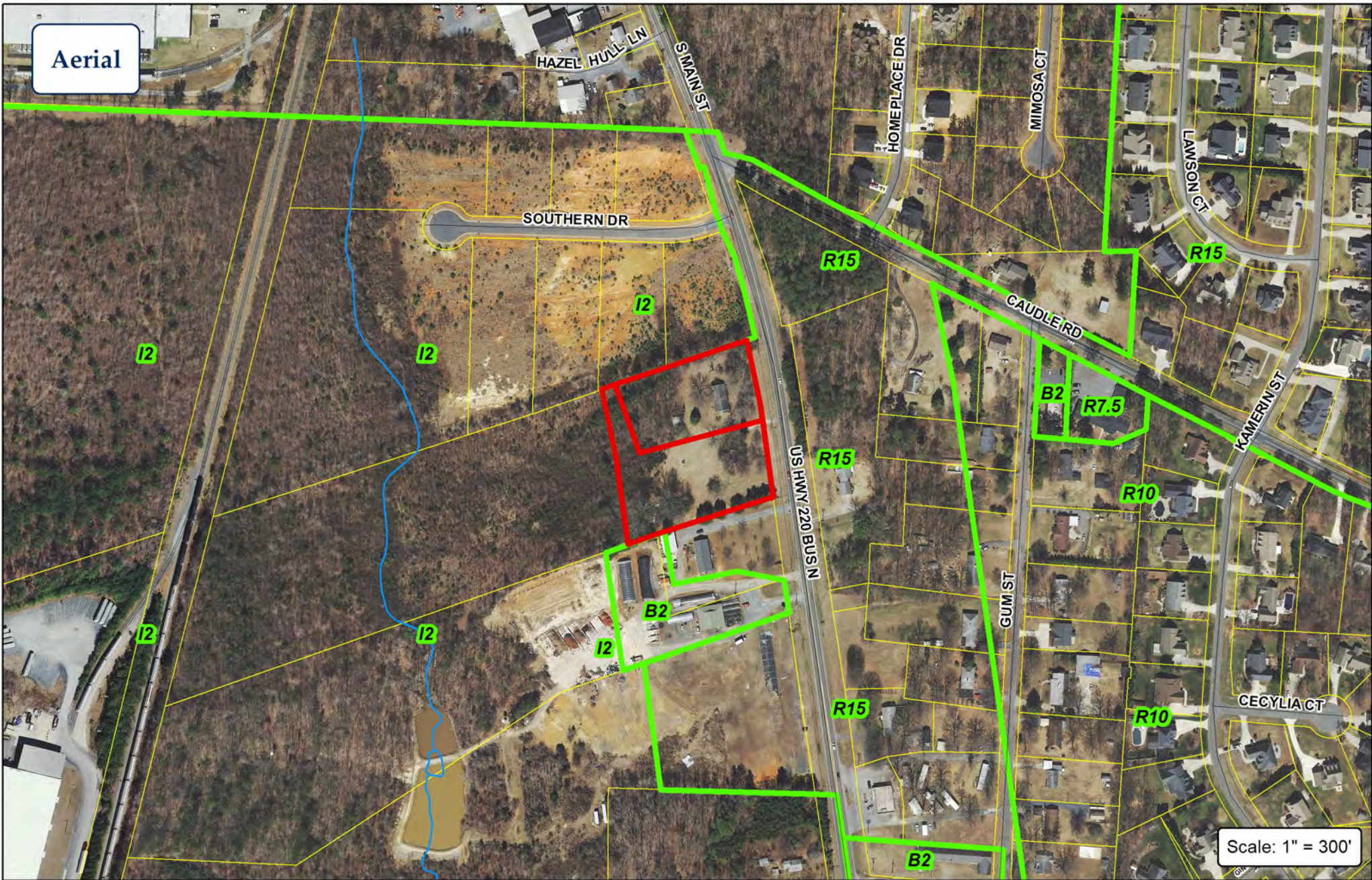
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-21-09

Parcel: 7754913917 & 7754818703(pt.)

 Subject Property

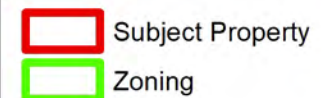




City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-21-09

Parcel: 7754913917 & 7754818703(pt.)



Application for Zoning Ordinance/Map Amendment

APPLICANT INFORMATION

Applicant Joel M. Brown (H.R. Gallimore, Agent)
Applicant's Phone # 336 - 318 - 1482
Applicant's Address 585 Inwood Road
Asheboro 27205
Applicant Email Address scotland6115@gmail.com

PROPERTY INFORMATION FOR MAP AMENDMENTS

Property Owner's Name Joel M. Brown & Cynthia K. Brown
Location of Property 5009 US Highway 220 Business North, Randlemn
Property Size (ac. or s.f.) 1.15 acres 2.83 ^{acres}
Randolph County Property Identification Number (PIN#) #7754913917 #7754818703
Current Zoning District R-15
Requested Zoning District I-2
Date Property Title Acquired 6/9/2000
Deed Book 1663 Page 1453 / 1450
Subdivision _____ Section _____ Lot # _____
Plat Book 63 Page 56

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?

Request is ~~Consistent~~ with other uses in the Sector. ~~Consistent~~

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

Consistent with LDP

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

Some of the property is already zoned I-2 this request is to make the entire property to be uniform in its zoning. ONE OF FEW PROPERTIES WITH RAIL AVAILIBLE.

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

Owner Signature (if different than Applicant)

Printed Name of Authorized Signatory (if different from Applicant)

H. R. Gallimore

Owner Address

585 Inwood Road
Asheboro, NC 27205

Position/Relationship of Authorized Signatory to Applicant

Agent

336/626-5560

Telephone Number

336-318-1482

Printed Name of Authorized Signatory (if different from Owner)

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: John Evans Date: 6-10-2021 Case Number: R2-21-09



SUB-19-01: West Pointe Townhomes, Phase 1

Sherwood Avenue and Whitley Street
(Final Plat)

Staff Report

SUBDIVISION STAFF REPORT
Final Plat

CASE # SUB-19-01

Date 8/5/2021 City Council

GENERAL INFORMATION

Subdivision Name	West Pointe Townhomes
Requested Action	Subdivision Final Plat
Applicant	Larry McKenzie
Address	1021 Sunset Avenue
Phone	336-953-2913
Location	Whitley Street (north of Sherwood Avenue), Londelle Lane and Nicki Street

PARCEL INFORMATION

PIN	7750249743		
Size	2.72 acres +/- of 7.34 acres +/-	Number of Lots	7 lots (of 29 + common area)
Existing Zoning	R10	Average Lot Size	2,259 SF in Phase 1
Existing Land Use	Residential Planned Unit Development under construction		
Surrounding Land Use			
North	Commercial	East	Single-family/Two-family
South	Single-family/two-family	West	Single-family/Commercial

LAND DEVELOPMENT PLAN

Growth Strategy Map	Primary Growth
Proposed Land Use Map	Neighborhood Residential/Commercial
Small Area Plan Map	Central
Identified Activity Center?	No

Development Issues

1. The applicant proposes a mix of detached patio style homes and attached duplex style units. Following Council's approval during a March, 2019 hearing, Council formally granted the Special Use Permit for this project during its April, 2019 meeting.
2. The applicant proposes a combination of city-maintained and privately maintained streets. Whitley Street, proposed as a city maintained street contains approximately 640 linear feet. The other privately maintained streets include 1,000 linear feet. This phase of the development includes platting the public right-of-way of Whitley Street, and private streets that will be maintained by the homeowners association (Londelle Lane & Nicki Street)
3. One recreation area on the northern side of the property is proposed and included with this phase of the subdivision.

SUBDIVISION STAFF REPORT

Final Plat

DEPARTMENT COMMENTS

Engineering Plat corrections are pending.

Public Works Plat corrections are pending.

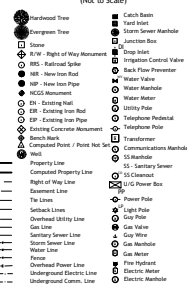
Planning

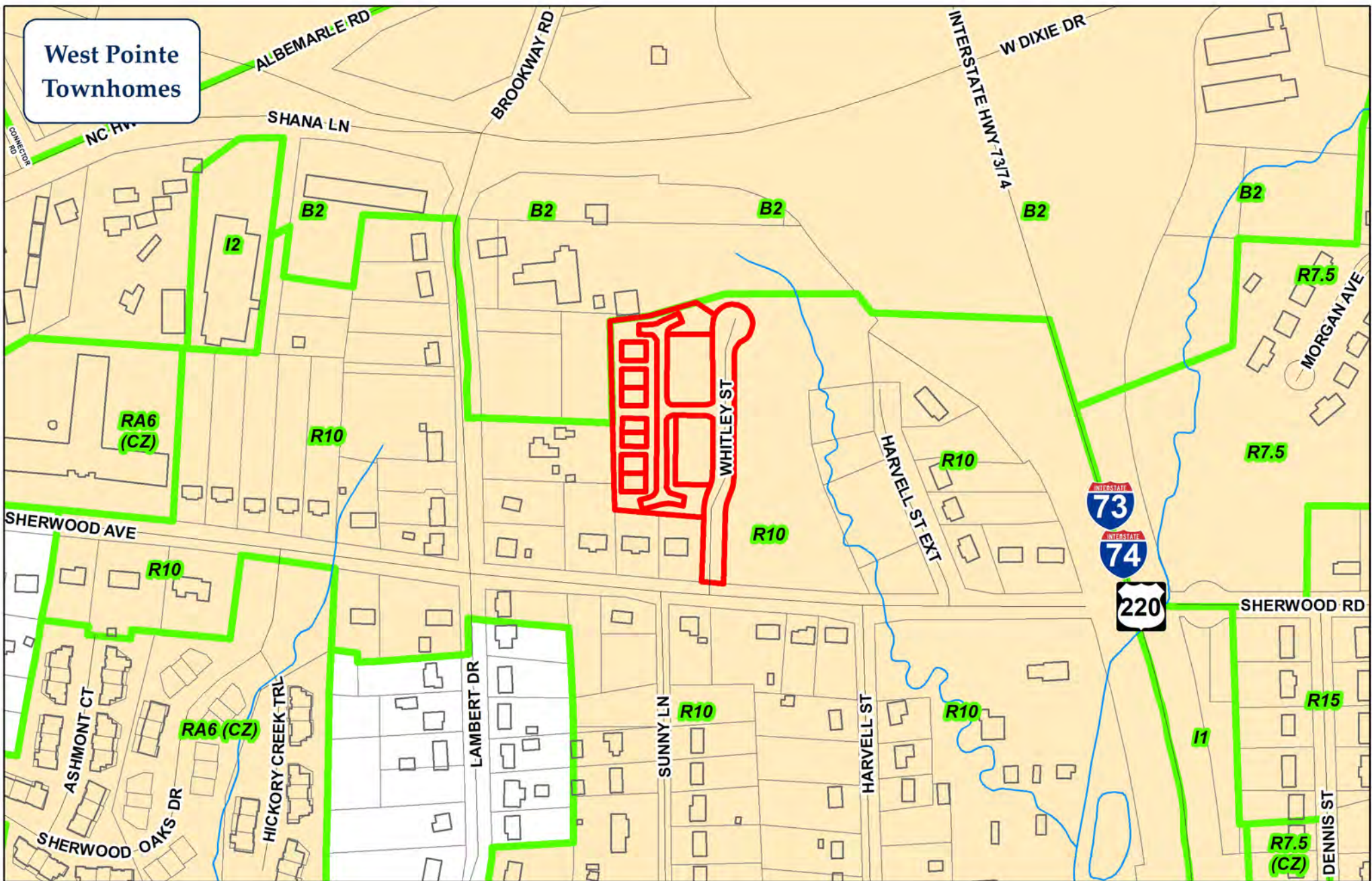
- 1.) Plat corrections are pending.
- 2.) The owner has provided a one year (1) maintenance and defects warranty as required by the Subdivision Ordinance.
- 3.) Homeowners documents are required to be recorded with the final plat, which must include maintenance mechanisms for the common area, and restrictions concerning recreational vehicle (RV) parking.
- 4.) Required sidewalks and overflow parking within this phase must be built or guaranteed prior to Final Plat approval.

Other

Staff Recommendation Staff's Recommendation is pending.

Planning Board Recommendation A recommendation from the Planning Board will be available after its August 2, 2021 meeting.

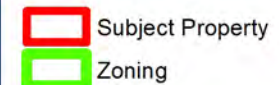
Whitley Family Property
1744-2085



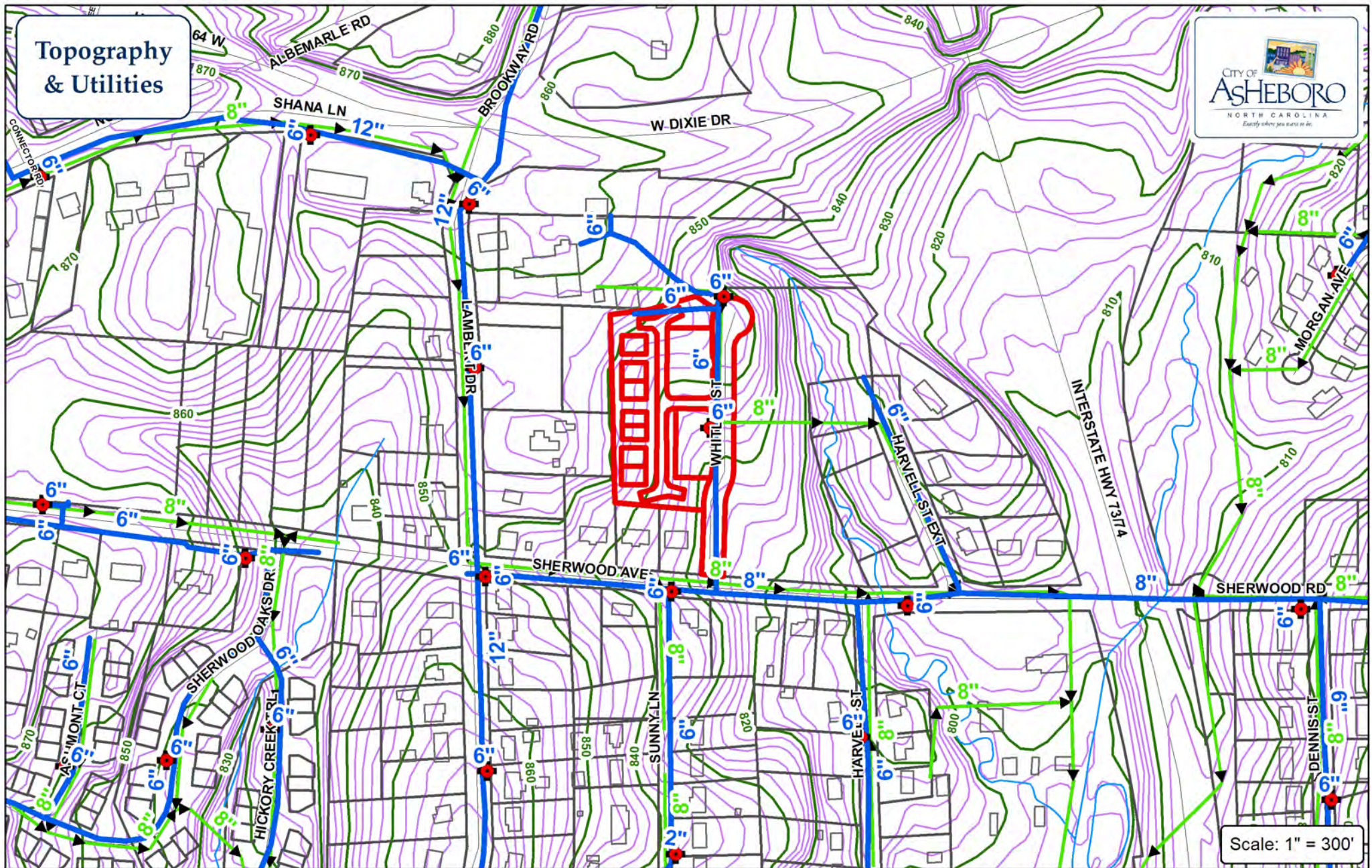
City of Asheboro Planning & Zoning Department

Subdivision Case: SUB-19-01
Phase 1

Parcel: 7750249743



Topography & Utilities



Scale: 1" = 300'

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

City of Asheboro
Planning & Zoning Department
Subdivision Case: SUB-19-01
Phase 1
Parcel: 7750249743

Subject Property





City of Asheboro Planning & Zoning Department

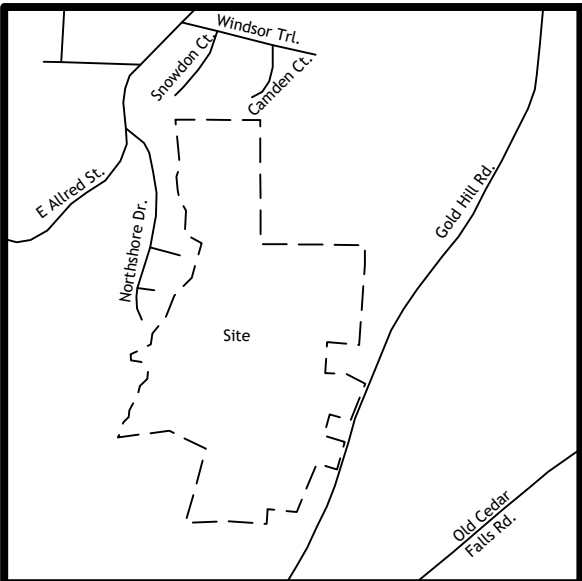
Subdivision Case: SUB-19-01

Phase 1

Parcel: 7750249743

- Subject Property
- Zoning





- Notes:
1. This project is not located within a special flood hazard area.
 2. Area calculated by coordinate geometry.
 3. No attempt was made by this survey to locate all underground utilities nor any other easements that would be revealed by a title search.
 4. Tax PIN: 7761597738

Location Map
(Not to Scale)

Legend:

- Hardwood Tree
- Evergreen Tree
- Stone
- R/W - Right of Way Monument
- RRS - Railroad Spike
- NIR - New Iron Rod
- NIP - New Iron Pipe
- NCOS Monument
- EN - Existing Nail
- EIR - Existing Iron Rod
- EIP - Existing Iron Pipe
- Existing Concrete Monument
- Bench Mark
- Computed Point / Point Not Set
- Well
- Property Line
- Computed Property Line
- Right of Way Line
- Easement Line
- Tie Lines
- Setback Lines
- Overhead Utility Line
- Gas Line
- Sanitary Sewer Line
- Storm Sewer Line
- Water Line
- Fence
- Overhead Power Line
- Catch Basin
- Yard Inlet
- Storm Sewer Manhole
- Junction Box
- Drop Inlet
- Irrigation Control Valve
- Backflow Preventer
- Water Valve
- Water Manhole
- Water Meter
- Utility Pole
- Telephone Pedestal
- Telephone Pole
- Transformer
- Communications Manhole
- SS Manhole
- SS - Sanitary Sewer
- SS Cleanout
- LI/G Power Box
- PP
- Power Pole
- Light Pole
- Guy Pole
- Gas Valve
- Guy Wire
- Gas Manhole
- Gas Meter
- Fire Hydrant
- Electric Meter
- Electric Manhole

Date Annexation Ordinance

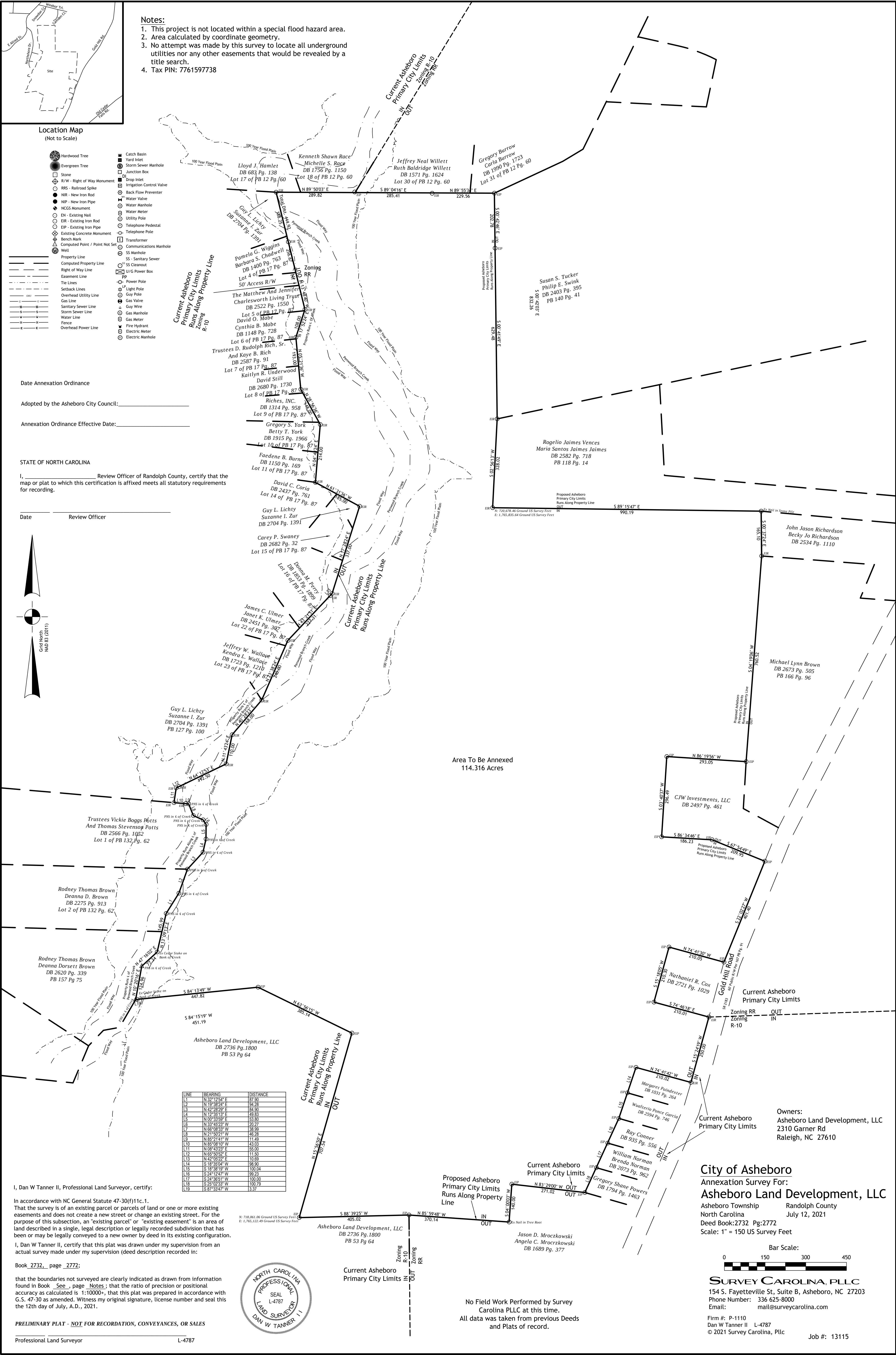
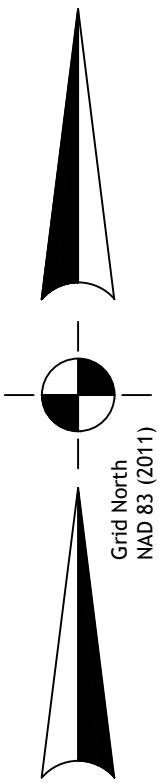
Adopted by the Asheboro City Council: _____

Annexation Ordinance Effective Date: _____

STATE OF NORTH CAROLINA

I, _____ Review Officer of Randolph County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Date _____ Review Officer _____



LINE	BEARING	DISTANCE
L1	N 32° 12' 54" E	67.50
L2	N 19° 38' 24" E	94.28
L3	N 42° 28' 00" E	54.50
L4	N 12° 35' 19" E	49.83
L5	N 00° 33' 59" E	53.80
L6	N 33° 45' 00" W	100.79
L7	N 66° 08' 53" W	58.59
L8	N 21° 50' 21" W	46.28
L9	N 65° 27' 01" W	11.49
L10	N 85° 08' 10" W	43.03
L11	N 08° 43' 28" E	35.00
L12	N 65° 20' 00" E	11.50
L13	N 42° 05' 22" E	10.69
L14	S 18° 05' 04" W	38.30
L15	S 18° 38' 19" W	100.04
L16	S 24° 12' 47" W	99.23
L17	S 24° 38' 51" W	110.00
L18	S 25° 02' 33" W	100.79
L19	S 87° 33' 47" W	3.37

I, Dan W Tanner II, Professional Land Surveyor, certify:

In accordance with NC General Statute 47-30(f)(1)1c.1. That the survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street. For the purpose of this subsection, an "existing parcel" or "existing easement" is an area of land described in a single, legal description or legally recorded subdivision that has been or may be legally conveyed to a new owner by deed in its existing configuration.

I, Dan W Tanner II, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in:

Book 2732, page 2772;

that the boundaries not surveyed are clearly indicated as drawn from information found in Book 2732, page 2772; that the ratio of precision or positional accuracy as calculated is 1:10000+; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this the 12th day of July, A.D., 2021.

PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES

Professional Land Surveyor

L-4787

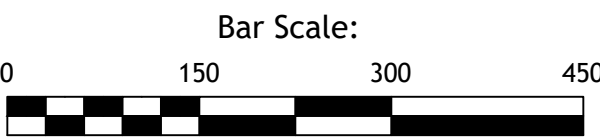


Current Asheboro Primary City Limits

Proposed Asheboro Primary City Limits

No Field Work Performed by Survey Carolina PLLC at this time. All data was taken from previous Deeds and Plats of record.

City of Asheboro
Annexation Survey For:
Asheboro Land Development, LLC
Asheboro Township Randolph County
North Carolina July 12, 2021
Deed Book: 2732 Pg: 2772
Scale: 1" = 150 US Survey Feet



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Firm #: P-1110
Dan W Tanner II L-4787
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Job #: 13115