

**AMENDED AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, FEBRUARY 4, 2021, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Appearance and recognition of guests and citizens.
4. Public comment period.
5. Kevin Franklin, President of the Randolph County Economic Development Corporation, will provide an update on Randolph County's assignment in the North Carolina Department of Commerce's Tier Level system.
6. Chief Building Inspector Randy Purvis will present the annual building inspections department report.
7. Code Enforcement Officer Chuck Garner will present the annual report on code enforcement office activities.
8. Consent agenda:
 - (a) Approval of the meeting minutes for the regular city council meeting on January 7, 2021.
 - (b) Acknowledgment of the receipt from the Asheboro ABC Board of its meeting minutes for December 7, 2020.
 - (c) Approval of an ordinance amending the General Fund to reflect grants received by the city's fire and police departments from Walmart.
 - (d) Approval of an ordinance to amend the Economic & Tourism Development Fund to reflect transactions with the Asheboro/Randolph Chamber of Commerce.
 - (e) Approval of the planning department's request to schedule for March 4, 2021, and to advertise, a legislative hearing on the question of requested zoning ordinance text amendments related to encroachments into public rights-of-way.

(f) Approval of the final decision document for the land use case identified by file number CUP-20-12.

9. City Engineer Michael Leonard, PE will present the following engineering department items:

(a) Zoo City Sportsplex Project

- (i) Consideration of awarding a soil testing contract
- (ii) Consideration of ordinances to amend the General Fund and the Sportsplex Capital Project Fund to account for the awarding of the soil testing contract

(b) David and Pauline Jarrell Center City Garden Project

- (i) Consideration of awarding a landscape architect design services contract
- (ii) Consideration of an ordinance to establish the David and Pauline Jarrell Center City Garden Project Fund

(c) I-73/74 Place-Making and Branding Project

- (i) Consideration of awarding a landscape architect design services contract
- (ii) Consideration of an ordinance to amend the Economic and Tourism Development Fund for the I-73/74 Place-Making and Branding Project

(d) Review of the public right-of-way needs for Sunset Avenue from Davis Street to Church Street

(e) Asheboro Regional Airport

- (i) Consideration of Work Authorization #5 between the City of Asheboro and WK Dickson for the Hangar N (T-Hangar) Acquisition
- (ii) Discussion of the comparative analysis between purchasing Hangar N versus constructing a new corporate hangar

Amended Agenda

Page 3

February 4, 2021

- (iii) Consideration of the short-term hangar lease agreement template to be used to implement recently approved month-to-month rental rates
- 10. City Manager John Ogburn will update the council on the impact of the Covid-19 pandemic on both municipal operations and the city at large.
- 11. Upcoming events and items not on the agenda.
- 12. Adjournment

2020

City of Asheboro

Building Inspections Department

Annual Report

Building Inspections

Department Staff

Randy C. Purvis	-	Chief Building Inspector
Jimmy L. Cagle	-	Part-time Inspector (All Trades)
Tammy M. Williams	-	Deputy City Clerk



2016

City of Asheboro
146 North Church Street
Post Office Box 1106
Asheboro, North Carolina 27204-1106



Mayor, Members of the City Council,

The outbreak of the Novel Corona Virus in 2020 made for a challenging year for everyone. Changes were implemented to ensure the health and safety of employees as well as customers while continuing to provide excellent customer service.

The number of new residential building permits issued from January 2020 through December 2020 was 156 (one hundred fifty-six) of which 85 (eighty-five) were new construction and 71 (seventy-one) were residential remodel. Wade Journey Homes was responsible for permitting 62 (sixty-two) new permits for residential single-family structures.

For the year of 2020 there were a total of 57 (fifty-seven) commercial building permits issued of which 8 (eight) were new construction and 49 (forty-nine) were remodel/upfit. The total valuation for both new commercial and remodel/upfit permitting was \$18,008,595.00. The total value for residential permitting totaled \$10,153,220.00. The total revenue generated for building permits both, residential and commercial, was \$93,285.78.

New commercial projects include but are not limited to Bojangles, Aspen Dental, and 2 (two) Dollar General stores. There were a number of commercial renovations that took place such as Custom Extrusion, Hunt Electric Supply, Tractor Supply, and Talbert Building supply to name a few.

Overall the City of Asheboro Building Inspections Department performed well and exceeded the previous year in some categories.

We will continue to work closely with all departments within the city to make Asheboro the place everyone wants to be.

Respectfully submitted,

A handwritten signature in black ink that reads "Randy C. Purvis". The signature is written in a cursive style with a large, stylized "R" and "P".

Randy C. Purvis

Chief Building Inspector

2020
Revenue Summary
by Trade

Month Issued	Building Permits	Electrical Permits	Plumbing Permits	Heating/Air Permits
January	\$9,872.50	\$1,470.00	\$870.00	\$1,310.00
February	\$7,387.28	\$1,198.00	\$1,095.00	\$570.00
March	\$8,094.00	\$1,590.00	\$595.00	\$2,090.00
April	\$6,411.50	\$670.00	\$675.00	\$370.00
May	\$4,566.00	\$1,210.00	\$815.00	\$3,300.00
June	\$5,027.50	\$1,790.00	\$1,220.00	\$990.00
July	\$8,741.00	\$1,120.00	\$345.00	\$4,310.00
August	\$4,993.00	\$1,710.00	\$1,725.00	\$1,420.00
September	\$14,581.00	\$2,040.00	\$220.00	\$950.00
October	\$9,997.00	\$1,380.00	\$495.00	\$1,640.00
November	\$3,394.00	\$2,610.00	\$940.00	\$2,075.00
December	\$10,221.00	\$860.00	\$1,790.00	\$1,730.00
Total	\$93,285.78	\$17,648.00	\$10,785.00	\$20,755.00

Building Permit Valuations 2020

	New Construction Residential/Commercial	Additions & Alterations Residential/Commercial	Total Valuations Residential/Commercial
January	\$500,000.00	\$183,000.00	\$683,000.00
February	\$276,000.00	\$134,000.00	\$410,000.00
March	\$1,319,540.00	\$141,700.00	\$1,461,240.00
April	\$1,000,500.00	\$114,500.00	\$1,115,000.00
May	\$304,000.00	\$9,000.00	\$313,000.00
June	\$510,000.00	\$100,000.00	\$610,000.00
July	\$942,500.00	\$174,500.00	\$1,117,000.00
August	\$585,000.00	\$134,700.00	\$719,700.00
September	\$448,300.00	\$82,500.00	\$530,800.00
October	\$1,179,580.00	\$55,000.00	\$1,234,580.00
November	\$0.00	\$129,500.00	\$129,500.00
December	\$622,000.00	\$17,000.00	\$639,000.00
Total	\$7,687,420.00	\$1,275,400.00	\$8,962,820.00

**Number and Value of Building Permits
Commercial and Residential
(Manufactured Home - Flat Fee Excluded)**

Commercial		Value
	Number of Permits	
2015	68	5,477,871.00
2016	61	19,097,300.00
2017	72	18,088,543.00
2018	45	23,004,500.00
2019	52	23,004,500.00
2020	57	18,008,595.00

Residential		Value
	Number of Permits	
2015	117	4,725,900.00
2016	122	5,646,966.00
2017	61	5,606,500.00
2018	159	1,309,700.00
2019	107	5,455,450.00
2020	156	10,153,220.00

**Number of Permits and Dwelling Structures and
Dwelling Units**

	Single Family Permits	Townhouse Permits	Duplex Permits	Multi-Family Permits	Total Dwelling Units
January	6	0	0	0	6
February	3	0	0	0	3
March	18	0	0	0	18
April	7	2	0	0	9
May	3	0	0	0	3
June	7	0	0	0	7
July	8	0	0	0	8
August	7	0	0	0	7
September	5	0	0	0	5
October	14	0	0	0	14
November	0	0	0	0	0
December	5	0	0	0	5
Total	83	2	0	0	85

**Number of Dwelling Units Previous 10 (ten) Years
Single Family, Townhomes, Duplexes, and Multi-Family Units**

2011	81
2012	144
2013	20
2014	24
2015	37
2016	51
2017	64
2018	91
2019	46
2020	85

**Permits Issued by Trade
Commercial and Residential
2020**

	Building Permits	Electrical Permits	Plumbing Permits	HVAC Permits	Manufactured Home Permits
January	19	23	13	22	3
February	18	20	16	10	0
March	26	30	12	29	0
April	21	13	10	7	2
May	10	22	10	20	2
June	24	30	21	19	3
July	25	25	6	37	0
August	21	30	19	24	1
September	17	29	3	10	6
October	28	28	8	26	3
November	17	36	12	19	0
December	16	24	21	25	1
Total	242	310	151	248	21

**Permit Valuations
Commercial and Residential
Previous 10 Years**

	New Construction	Additions/ Alterations	Total Valuations
2011	7, 838,516.00	52,341,180.00	60,179,696.00
2012	12,541,000.00	12,128,345.00	24,669,345.00
2013	3,891,000.00	12,468,525.00	16,359,525.00
2014	3,375,000.00	6,084,021.00	9,459,021
2015	13,479,000.00	10,344,200.00	28,283,200.00
2016	4,674,117.00	8,557,849.00	13,231,966.00
2017	15,110,622.00	8,584,421.00	23,695,043.00
2018	25,934,000.00	6,246,200.00	32,180,200.00
2019	14,470,600.00	10,235,450.00	24,706,050.00
2020	14,410,020.00	13,751,795.00	28,161,815.00

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, JANUARY 7, 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

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

Linda H. Carter) – Council Members Absent
Katie L. Snuggs)

John N. Ogburn, III, City Manager
Michael L. Leonard, PE, City Engineer
Mark T. Lineberry, Chief of Police
Trevor L. Nuttall, Community Development 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. The number of elected officials, city employees, and private citizens physically present in the council chamber at any point in time was limited in order to maintain the physical distancing recommended by public health authorities during the current coronavirus pandemic.

2. Moment of silent prayer and pledge of allegiance.

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

3. Public comment period.

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

Mayor Smith then closed the public comment period.

4. Recognition of Master Police Officer Kevin P. Ingold for his years of dedicated city service.

On behalf of the Asheboro Police Department, Chief Lineberry presented retired Master Police Officer Kevin P. Ingold with a plaque that included his badge as a token of gratitude for dedicated service to the City of Asheboro. In addition to this plaque, Chief Lineberry presented Officer Ingold with the city-issued service side arm that he carried at the time of his retirement.

Additionally, on behalf of Mayor Smith, the Council Members, and the city management team, Mr. Ogburn expressed appreciation for Officer Ingold’s service to

the city and, as a token of that appreciation, the city manager presented to Kevin Ingold a city retirement plaque noting the retired police officer's public service.

5. Recognition of Fire Battalion Chief C. Brian Lewis for his years of dedicated city service.

On behalf of the Asheboro Fire Department, Chief Summers presented to retired Fire Battalion Chief C. Brian Lewis his city-issued fire helmet, inclusive of his helmet shield and Class A uniform, two badges, two name plates, the "serving since" attachment to the name plates, and two rank insignia collar pin sets.

Additionally, on behalf of Mayor Smith, the Council Members, and the city management team, Mr. Ogburn expressed appreciation for the retired battalion chief's service to the city, and, as a token of that appreciation, the city manager presented to Chief Lewis a city retirement plaque noting the chief's public service.

6. Update on the city's participation in the Mayor's Fitness Challenge.

Deputy City Clerk Tammy Williams highlighted the results from the 2020 Mayor's Fitness Challenge. The city's team, the City of Asheboro Wellness Walkers, placed second with 6,495,187 steps and was awarded a certificate. Jeff Cagle recorded 1,143,000 steps and was awarded the certificate for the most steps by a male individual. The city's team looks forward to once again participating in the Mayor's Fitness Challenge in 2021.

7. Consent agenda.

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

(a) The meeting minutes for the city council's regular meeting on December 10, 2020.

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

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

The minutes of the meeting held by the Asheboro ABC Board on November 2, 2020, have been received by the city clerk, distributed to Mayor Smith and the Council Members for review, and have been filed in the city clerk's office.

(c) The final decision document for the land use case identified by file number CUP-20-11.

**[The remainder of this page has been intentionally left blank.
The approved final decision document is on the next page.]**

Case No. CUP-20-11
Final Decision Document
City Council of the City of Asheboro, North Carolina

**IN THE MATTER OF THE APPLICATION BY SBT REAL ESTATE HOLDINGS,
LLC FOR A CONDITIONAL USE PERMIT AUTHORIZING A LAND USE
IDENTIFIED AS MOTOR VEHICLE REPAIR – MAJOR**

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING, WITH
CONDITIONS, THE REQUESTED CONDITIONAL USE PERMIT**

THIS LAND USE CASE came before the City Council of the City of Asheboro (the “Council”) for a properly advertised quasi-judicial hearing on the question of whether to approve an application for a conditional use permit. The hearing was conducted on December 10, 2020. Having considered all competent evidence and argument presented during the hearing, the Council, on the basis of competent, material, and substantial evidence, does hereby enter the following:

FINDINGS OF FACT

1. SBT Real Estate Holdings, LLC, by and through its legal counsel, Amanda Hodierno, Esq., (the “Applicant”) properly submitted an application for a conditional use permit authorizing a land use identified by the City of Asheboro Zoning Ordinance (the “Ordinance”) as a “motor vehicle repair – major” use.

2. In compliance with the Ordinance, the Applicant included with its application a site plan showing the proposed land use on a parcel of land owned by Red Dirt, L.L.C. The parcel of land for which a conditional use permit is sought (the “Zoning Lot”) is identified by Randolph County Parcel Identification Number 7750202309.

3. A manager for Red Dirt, L.L.C. signed the application form along with the Applicant’s legal counsel in order to indicate the consent of the Zoning Lot’s owner to this land use case moving forward.

4. Legal notices were mailed to adjoining property owners on November 23, 2020.

5. The Zoning Lot is approximately 5.56 acres in size and is located at 881 Curry Drive in Asheboro.

6. The Zoning Lot is inside the city limits.

7. While the Zoning Lot is inside the city limits, the lot is served by a privately-maintained sanitary sewer pump station.

8. McDowell Road is a state-maintained minor thoroughfare. Lambert Drive is a state-maintained collector street that connects McDowell Road and United States Highway 64. Curry Drive is a city-maintained street that serves the Zoning Lot and adjoining commercial development. I-73/I-74 is an interstate freeway.

9. The Zoning Lot is in a conditional use light industrial (CU-I1) zoning district because of legislative action taken by the Council on December 10, 2020, immediately prior to the Council’s deliberations concerning the Applicant’s request for a conditional use permit.

10. Section 102 of the Ordinance describes a conditional use district as follows:

Each Conditional Use District corresponds to a related district in this Ordinance. Where certain types of zoning districts would be inappropriate under certain conditions, and the rezoning applicant desires rezoning to such a district, the CU District is a means by which special conditions can be imposed in the furtherance of the purpose of this Ordinance.

11. A separate paragraph of Section 102 of the Ordinance further provides:

Within a CU District, only those uses specifically permitted in the zoning district to which the CU District corresponds (i.e., R15 and CUR15) shall be permitted, and all other requirements of the corresponding district shall be met. It is the intent of this ordinance that all requirements within a CU District be equal to or more stringent than those in a corresponding non-CU District.

In addition, within a CU District no use shall be submitted except as pursuant to a Conditional Use Permit authorized by the City Council, which shall specify the use or uses authorized. Such permit may further specify the location on the property of the proposed use or uses, the number of dwelling units or Floor Area Ratio, the location and extent of supporting facilities including but not limited to parking lots, driveways and access streets, the location and extent of buffer areas and other special purpose areas, the timing of development, the location and extent of rights-of-way and other areas to be dedicated for public use, and other such matters as the applicant may propose as conditions upon the request. In granting a Conditional Use Permit, the Council may impose such additional reasonable and appropriate safeguards upon such permit as it may deem necessary in order that the purpose and intent of this Ordinance are served, public welfare secured and substantial justice done.

12. Section 1013.2 of the Ordinance establishes the following standards for the issuance by the Council of a conditional use permit:

In considering an application for a Conditional Use Permit, the City Council shall give due regard that the purpose and intent of this ordinance shall be served, public safety and welfare secured and substantial justice done. If the City Council should find, after a public hearing, that the proposed Conditional Use Permit should not be granted, such proposed permit shall be denied. Specifically the following general standards shall be met:

- 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.*

13. The motor vehicle repair – major land use is a permitted use in the underlying I1 zoning district.

14. The previous land use on the Zoning Lot was an eating establishment (a K&W Cafeteria) that was originally developed as part of a commercial subdivision. The Zoning Lot is currently vacant.

15. The surrounding land uses are as follows:

North:	Undeveloped Commercial	East:	I-73/I-74 & Office (USDA Office)
South:	Commercial	West:	Single-Family Residential/Undeveloped

16. With regard to the city's comprehensive development plans, the Growth Strategy Map identifies the area in which the Zoning Lot is located as a primary growth area, the Zoning Lot falls within the Southwest Small Area Plan, and the proposed land development plan map designates the area as an employment center.

17. The Ordinance describes the underlying I1 zoning district as intended "to produce areas for manufacturing, processing and assembly uses, commercial uses, distribution and servicing enterprises, controlled by performance standards to limit the effect of such uses on uses within the district and on adjacent districts."

18. The Land Development Plan's Land Development Categories section describes the intent of an Employment Center as being "to integrate a mixture of commercial, office & institutional, industrial, and open space uses into the fabric of the community, with ample sidewalks, street trees, on-street parking, public amenities & open space."

19. The Applicant proposes to use the existing structure on the Zoning Lot and to add an addition to the side of the structure facing away from Lambert Drive. Six work bays are proposed.

20. A stream is located on the Zoning Lot. The North Carolina Department of Environmental Quality will need to be contacted prior to any land activity that impacts the stream or its banks.

21. Major automobile repair is defined as follows:

Any automotive repairs or servicing not listed under Motor Vehicle Repair, Minor. Further, it is determined to be any structure in which machinery operated by mechanical power is installed which is designed for making major repairs to motor vehicles, or where in making repairs to motor vehicles the mechanical power employed in the operation of any machine or tool exceeds 3-HP or the total mechanical power provided or employed exceeds 15-HP."

22. In comparison, the "Motor Vehicle Repair, Minor" land use referenced in the immediately preceding paragraph is defined as follows:

- A. *Sale and service of spark plugs, batteries, and distributor and ignition system parts.*
- B. *Sales, service and repair of tires, but not recapping or regrooving.*
- C. *Replacement of mufflers, tail pipes, water hose, fan belts, brake fluids, light bulbs, fuses, floor mats, seat covers, windshield wipers and blades, grease retainers, wheel bearing, mirrors, and the like.*
- D. *Radiator cleaning, flushing, and fluid replacement.*
- E. *Greasing and lubrication.*
- F. *Providing and repairing fuel pumps, oil pumps, and lines.*

- G. *Minor adjustment and repair of carburetor.*
- H. *Emergency repair of wiring.*
- I. *Adjusting brakes and installing exchange brake shoes.*
- J. *Minor motor adjustment not involving removal of the head or crankcase and grinding valves.*
- K. *Wheel balancing.*
- L. *Battery recharging.*
- M. *Warranty maintenance and safety inspections.*
- N. *Other minor servicing of similar intensity to those listed above.*

23. A second entrance from Curry Drive is proposed, which requires a driveway permit from the City of Asheboro. The North Carolina Department of Transportation has indicated that they will not require modifications or road improvements to any state-maintained roads leading up to the Zoning Lot.

24. The Applicant is also proposing a sidewalk along Curry Drive in front of the Zoning Lot. While the Ordinance does not specifically require this improvement due to the industrial zoning and only requiring sidewalks on thoroughfares that possess curb and gutter, the "Employment Center" designation does identify having "ample sidewalks" as part of the intent of an Employment Center. Elimination of the sidewalk would likely be considered a permit modification and would require a new conditional use permit with the associated rehearing by the Council.

25. A written statement from Laura K. Mallory, MAI, who is a North Carolina State Certified General Real Estate Appraiser, was entered into evidence. In this statement, Ms. Mallory asserted, on the basis of her findings, that the Applicant's proposed land use will not substantially injure the value of adjoining or abutting property. No objections were raised by any party to the submittal of this statement.

26. In an effort to ensure the compatibility of the proposed development of the Zoning Lot with surrounding land uses and to ensure future compliance with the Ordinance, the city planning staff recommended, and the Applicant's legal counsel consented on behalf of the Applicant, to the following conditions for attachment to any conditional use permit that may be issued to the Applicant:

- (A) *Hours of operation shall be limited to 7am to 7pm Monday through Friday and 7am to 5pm on Saturdays.*
- (B) *Trash pickup shall be limited to 8am to 5pm Monday through Friday.*
- (C) *Parking lot sweeping shall be limited to 7am to 10pm Monday through Saturday.*
- (D) *The Applicant may use existing vegetation as indicated on the site plan, however, if any required vegetation is removed, additional plantings will be required in compliance with the applicable landscaping provisions of the Asheboro Zoning Ordinance.*
- (E) *Prior to the issuance of a zoning compliance permit, the applicant shall obtain a City of Asheboro driveway permit.*
- (F) *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 the conditional use permit in the chain of title for the Zoning Lot.*

27. With the acceptance and attachment of the above-stated conditions, the site plan presented to the Council conforms to the regulations prescribed by the Ordinance.

Based on the foregoing findings of fact, the Council hereby enters the following:

CONCLUSIONS OF LAW

1. When an applicant has produced competent, material, and substantial evidence tending to establish the existence of the facts and conditions that the Ordinance requires for the issuance of a conditional use permit, prima facie the applicant is entitled to the permit. A denial of the permit has to be based upon findings contra that are supported by competent, substantial, and material evidence appearing in the record.

2. In this case, the Applicant properly submitted an application for a conditional use permit authorizing a motor vehicle repair – major land use on the Zoning Lot in a CU-I1 zoning district.

3. In light of the evidence and the acceptance by the Applicant of the conditions proposed for attachment to the conditional use permit, the Applicant's proposed land use is compliant with the applicable requirements of the Ordinance.

4. On the basis of substantial evidence in the record, the Council has concluded that the proposed land use meets the four general standards for granting the requested conditional use permit. More specifically, the proposed land use will not materially endanger the public health or safety, meets all required conditions and specifications of the Ordinance, will not substantially injure the value of adjoining or abutting property, and will be in harmony with the area in which the land use is to be located and is in general conformity with Asheboro's plan of development.

Based on the above-recited findings of fact and conclusions of law, the Council hereby enters the following:

ORDER

Subject to the following conditions, a conditional use permit authorizing the requested motor vehicle repair – major land use on the Zoning Lot is hereby approved and issued to the Applicant and the Applicant's heirs, successors, and assigns. The continuing validity of this conditional use permit is hereby made expressly contingent upon the Applicant and the Applicant's heirs, successors, and assigns complying at all times with the applicable provisions of the Asheboro Zoning Ordinance, the site plan presented and approved during the hearing of this case, and the following supplementary conditions:

- (A) Hours of operation shall be limited to 7am to 7pm Monday through Friday and 7am to 5pm on Saturdays.
- (B) Trash pickup shall be limited to 8am to 5pm Monday through Friday.
- (C) Parking lot sweeping shall be limited to 7am to 10pm Monday through Saturday.
- (D) The Applicant may use existing vegetation as indicated on the site plan, however, if any required vegetation is removed, additional plantings will be required in compliance with the applicable landscaping provisions of the Asheboro Zoning Ordinance.
- (E) Prior to the issuance of a zoning compliance permit, the applicant shall obtain a City of Asheboro driveway permit.
- (F) 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 the conditional use permit in the chain of title for the Zoning Lot.

The foregoing final decision document was adopted by the Asheboro City Council in open session during a regular meeting on January 7, 2021.

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

ATTEST:

/s/Tammy M. Williams
Tammy M. Williams, Deputy City Clerk

- (d) **An agreement for engineering services between the City of Asheboro and Freese and Nichols, Inc. for the administration of the North Carolina Department of Environmental Quality Asset Inventory and Assessment Grant.**

The approved professional services agreement between the city and the firm known as Freese and Nichols, Inc. ("FNI") calls for FNI to provide professional services to the city in connection with an asset inventory and assessment grant for the city's sanitary sewer collection system. With the approval of this agreement, the city, in consideration of FNI's provision of the professional services needed to complete the above-described project, agreed to pay FNI a lump sum fee of \$157,500.00.

The approved agreement is on file in the city clerk's office and in the office of the city's water resources director.

- (e) **An ordinance to amend the General Fund (FY 2020-2021).**

01 ORD 1-21

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2020-2021**

WHEREAS, due to the economic uncertainty of the COVID-19 pandemic at the time of budget preparation, the Fire Department's budget request for a storage building to house and maintain reserve apparatus and equipment was not included in the recommended and adopted budget for 2020-2021, and;

WHEREAS sales tax revenues in 2019-2020 did not decrease as much as anticipated, the Fire department has resubmitted a request for this storage building at an estimated cost of \$100,000, and:

WHEREAS, in addition, the Fire Department is requesting funding to remodel the basement of fire house 1 to convert it to office space at an estimated cost of \$25,000 and the installation of a 75' hose reel for the air compressor and tanks on the rescue truck at an estimated cost of \$3,686, and;

WHEREAS, the City Council of the City of Asheboro desires to be in compliance with all generally accepted accounting principles.

THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina that following revenue and expense line items are changed as follows:

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-299-0000	Fund Balance Appropriation	128,686

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-530-1500	Maint. & Repair – Bldg	25,000
10-530-7400	Capital Outlay	100,000
10-530-3400	Supplies & Materials	\$3,686
	Total Change	128,686

Adopted this 7th day of January, 2021.

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

ATTEST:

/s/Tammy M. Williams
Tammy M. Williams, Deputy City Clerk

8. **The construction and demolition debris landfill franchise ordinance requested by Asheboro Land Development, LLC.**

(a) Public Hearing.

Mayor Smith opened a public hearing on the question of granting a construction and demolition debris landfill franchise to Asheboro Land Development, LLC.

City Attorney Jeff Sugg presented the second reading of an ordinance granting the requested franchise. The first reading of the franchise ordinance occurred during the city council’s regular meeting on December 10, 2020.

Mr. Al Morton was present and available to address any questions or concerns.

Other than the city attorney and Mr. Morton, no one requested to be heard during the public hearing. In the absence of a request to be heard, Mayor Smith closed the public hearing.

Council Member Moffitt moved, and Council Member Swiers seconded the motion, to approve the franchise ordinance as presented. Council Members Bell, Burks, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes. The following franchise ordinance was adopted unanimously.

ORDINANCE NUMBER 02 ORD 1-21

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE GRANTING A CONSTRUCTION AND DEMOLITION DEBRIS LANDFILL FRANCHISE TO ASHEBORO LAND DEVELOPMENT, LLC

WHEREAS, pursuant to a franchise ordinance that received final approval from the Asheboro City Council (the “Council”) on April 9, 2020, with an effective date of April 15, 2020, Morton & Sewell Development Company, Inc. operates a construction and demolition debris landfill within the corporate limits of the City of Asheboro (the “City”) at 385 Gold Hill Road, Asheboro, North Carolina 27203; and

WHEREAS, Morton & Sewell Development Company, Inc. is proposing to convey the landfill at 385 Gold Hill Road to Asheboro Land Development, LLC, which will operate the landfill under the name of Wall Recycling rather than Gold Hill C&D Landfill; and

WHEREAS, in recognition of this change in ownership, the Council has been asked to grant a construction and demolition debris landfill to Asheboro Land Development, LLC; and

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

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

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

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

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

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

Section 4. A facility plan for the Landfill has been submitted to the city. The facility plan includes the boundaries of the proposed facility, the proposed development of the facility, the boundaries of all waste disposal units, final elevations and capacity of all waste disposal units, the amount of waste to be received per day in tons, the total waste disposal capacity of the Landfill in tons, a description of environmental controls, and a description of any other waste management activities to be conducted at the facility as well as the proposed location of soil borrow areas and all other facilities and infrastructure, including ingress and egress to the facility. No leachate facilities are needed for this construction and demolition debris landfill.

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

Section 5. Throughout the duration of the franchise granted by this Ordinance, the Franchisee shall purchase and maintain an environmental liability insurance policy with coverage limits of no less than \$1,000,000; a general liability insurance policy with coverage limits of no less than \$1,000,000; and workers’ compensation insurance coverage that complies with the applicable provisions of the North Carolina General Statutes. The City shall be named as an additional insured under the environmental liability insurance and general liability insurance policies.

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

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

Section 7. As part of its efforts to reduce, reuse, and recycle as much solid waste as possible, the City has worked in a cooperative manner with the landfill at 385 Gold Hill Road to dispose of the following materials: brush, tree trimmings, leaves, yard waste, and stumps as well as clean concrete, building materials, and construction and demolition materials. After these materials are taken to the facility by city personnel and/or others, the materials are processed in a variety of ways and, if possible, resold to the public. Therefore, the continued successful operation of the landfill at 385 Gold Hill Road will have a positive impact on the City's efforts to reduce, reuse, and recycle solid waste.

With specific regard to the disposal of construction and demolition waste, the Landfill will continue to be a vital actor in the process. The granting of the requested franchise so as to maintain a privately owned and properly permitted construction and demolition debris landfill in Asheboro is critical to providing cost-effective disposal options to meet the needs of the municipality's citizens.

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

Section 9. The fee schedule for the Landfill is attached to this Ordinance as Exhibit A and is hereby incorporated into this Ordinance by reference as if copied fully herein. Beginning in the 2022 calendar year and continuing thereafter, this fee schedule may be adjusted by the Franchisee on an annual basis in accordance with the Consumer Price Index - All Urban Consumers, U.S. City Average, All Items (not seasonally adjusted) as published by the U. S. Department of Labor, Bureau of Labor Statistics with an index base period of 1982-84 = 100. Such an adjustment shall be made on the 1st day of July of each year that this franchise is in full force and effect. On the adjustment date, the above-referenced fee schedule may be increased by a percentage equal to the cumulative percentage increase, if any, in the above-cited consumer price index (the "CPI"). The cumulative percentage increase in the CPI means the percentage increase, if any, in the CPI for the month of May immediately preceding the adjustment date over the CPI recorded for the month of May during the preceding calendar year.

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

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

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

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

Section 13. The effective date of this Ordinance shall be January 7, 2021.

Section 14. All ordinances and clauses of ordinances in conflict with this Ordinance, specifically including without limitation any and all previously approved construction and demolition debris landfill franchise ordinances, are hereby repealed effective April 1, 2021.

This Ordinance was initially adopted by the Asheboro City Council during a regular meeting held on the 10th day of December, 2020.

The Asheboro City Council granted final approval of the Ordinance after a public hearing and second reading of the Ordinance during the Council's regular meeting on the 7th day of January, 2021.

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

ATTEST:

/s/Tammy M. Williams
Tammy M. Williams, Deputy City Clerk

EXHIBIT A

Price List for Construction and Demolition Debris:

- a. Standard Charge = \$38.00 per ton
- b. Clean Concrete = \$15.00 per ton
- c. Asbestos = \$75.00 per cubic yard
- d. Minimum Charge = \$15.00 per ton

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

9. Community Development Items:

- (a) Quasi-Judicial Hearing: An application (RZ-CUP-20-12) to rezone a portion of property at 124 Woodcrest Road (Randolph County Parcel Identification Number 7752905855) from R10 to CU-I2 zoning and to obtain a conditional use permit authorizing both warehouse and wholesale distribution land uses.**

The applicant, SSV Properties, LLC (Hunt Electric Supply Company), is requesting the rezoning of approximately 0.43 acres out of a total of approximately 6.23 acres of land at 124 Woodcrest Road from R10 Medium-Density Residential zoning to CU-I2 Conditional Use General Industrial zoning. With the requested conditional use district zoning, the applicant also requested the issuance by the council of a conditional use permit authorizing both warehouse and wholesale distribution land uses on the zoning lot.

Due to the application requesting both a legislative rezoning and the issuance of a conditional use permit, a combined hearing, which was conducted as a quasi-judicial proceeding, was held on the question of the application. Mayor Smith opened the hearing, and, during the course of the hearing, the deputy city clerk placed Trevor Nuttall, Community Development Director, and Mark Trollinger, President of Trollinger Construction, under oath so that these two witnesses could present testimony to the council.

Community Development Director Trevor Nuttall was the first witness. As part of his testimony, and in supplementation of the written planning staff report submitted to the council to document among other things that legal notices were mailed to adjoining property owners on December 16, 2020, Mr. Nuttall presented the following analysis:

1. The property is within the city limits.
2. Woodcrest Road is a city-maintained street serving non-residential (commercial and industrial) properties east of the subject property and residential properties on the opposite side of Northside Terrace. Northside Terrace is a state-maintained road.
3. The current use of the property is a warehouse. Along with the rezoning, the applicant has filed a Conditional Use Permit to allow wholesale distribution along with a continuation of the warehouse use.
4. The majority of the subject property is currently zoned CU-I2 Conditional Use General Industrial. The request is to rezone the balance that is currently zoned R10 Medium-Density Residential to CU-I2 Conditional Use General Industrial.
5. The zoning ordinance describes the intent of the I2 district as “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.”
6. The zoning ordinance requires that a minimum 10 ft. wide landscaped yard be located along street yards, and a 25 ft. landscaped yard when parking is located between new buildings and the street. Screening or buffering is also generally required when non-residential uses are adjacent to residential districts, and existing vegetation may be preserved to count towards landscaping requirements.

In terms of the compliance of the requested zoning with the city’s comprehensive plans, the following LDP goals/policies support the application:

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

Checklist

- Items 12-14:**
12. Property is located outside of the watershed area, or the rezoning request will not impose a significant, negative environmental impact.
 13. The property is located outside of Special Hazard Flood Area.
 14. Rezoning is not located on steep slopes (>20%) or rezoning (and the development intensity permitted with the proposed district) is unlikely to create additional problems due to steep slopes.

However, the following LDP goals/policies do not support the application:

Policy 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.

The City of Asheboro Planning Board concurred with the city planning staff's analysis of the requested rezoning and recommended approval of the application to place the portion of the zoning lot currently zoned R10 Medium-Density Residential into a CU-I2 Conditional Use General Industrial zoning district. The staff and planning board analysis of the application's consistency with adopted comprehensive plans and the public interest, as well as the reasonableness of the requested rezoning, was stated as follows:

The Land Development Plan map designates this entire property, as well as a small parcel to the north and a parcel to the south as suitable for industrial use. The Northeast Small Area plan further states that one of its goals is "accommodation and expansion of existing industrial uses."

Although there are ideally transitional land uses such as office or institutional uses between industrial and residential uses, having a conditional use district and permitting process can help ensure that the proposed use is developed in a manner that is not out of character with surrounding land uses, especially residential ones.

The configuration and shape of the property also make an industrial use more practical than a residential use on the portion of property that is currently zoned residential.

Based on the above-stated analysis, the city staff and the planning board recommended approval of the zoning map amendment part of the application because the requested CU-I2 zoning is consistent with the Land Development Plan, reasonable, and in the public interest.

With regard to the Conditional Use Permit component of the application, Mr. Nuttall's testimony pertaining to the planning department's analysis of the requested permit included the following information:

1. The applicant is requesting a Conditional Use Permit for wholesale distribution, in addition to the current warehouse use of the property.
2. The zoning ordinance defines warehouse as a "building or group of buildings for the storage of goods or wares belonging either to the owner of the facility or to one or more lessees of space in the facility or both. This definition shall be deemed to include the indoor storage of vehicles." Wholesale distribution is defined as "establishments engaged in selling merchandise to retailers, to industrial, commercial, institutional or professional business users or to other wholesalers."
3. No additions are proposed to the existing structure. However, the applicant is proposing paving the existing gravel parking area, making some changes to the loading dock design outside of the building and making minor changes to the outside of the building, such as changes to the building trim and door canopy.
4. Access into the property is via Woodcrest Road. The applicant will need a driveway permit from the City of Asheboro and will need to ensure the driveway is built in accordance with city policies.
5. A legal nonconforming situation exists with gravel parking located within the 25 ft. setback that applies when parking is located between the building and

the street. However, paving the parking, which is proposed by the applicant will eliminate one legal nonconforming situation, as the zoning ordinance specifies that required parking be paved.

In addition to the testimony provided by Mr. Nuttall, Mr. Mark Trollinger addressed the four standards for the issuance by the council of a Conditional Use Permit. During his testimony, Mr. Trollinger confirmed that the applicant consented to the attachment of the following conditions to the requested Conditional Use Permit:

- (A) The applicant may use existing vegetation to meet landscaping (buffering, screening) requirements, however, if any required vegetation is removed, additional plantings will be required in compliance with the applicable landscaping provisions of the zoning ordinance.
- (B) Prior to the issuance of a Zoning Compliance Permit, the applicant shall obtain a City of Asheboro driveway permit as required by city policies.
- (C) Prior to the issuance of a Zoning Compliance Permit, the applicant shall provide detail concerning proposed outdoor lighting in compliance with Section 316A.B.1 (Performance Standards in Industrial Districts, Light).
- (D) If the applicant proposes adding parking spaces to the parking area depicted on the site plan, the applicant may do so in compliance with Article 400 and outside of any required setbacks or buffer/screening/landscaping areas. Such a change shall not be deemed a modification of the Conditional Use Permit and may be reviewed by city staff for inclusion into the file without further review by the city council.
- (E) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the owner(s) of the zoning lot shall properly execute, and deliver to the Zoning Administrator for recordation in the Office of the Randolph County Register of Deeds, a Memorandum of Land Use Restrictions prepared by the city attorney for the purpose of placing notice of the conditions attached to this Conditional Use Permit in the chain of title for the zoning lot.

After all interested parties had been provided an opportunity to present testimony and ask questions, Mayor Smith transitioned the hearing to the deliberative phase.

With regard to the requested zoning map amendment, the city council concurred with the analysis received from the city planning staff and city planning board concerning the application's reasonableness as well as the application's consistency with the city's comprehensive plans and the public interest.

Council Member Bell moved, and Council Member Redding seconded the motion, to adopt the plan consistency statement printed below and to approve the requested rezoning with the following multi-part motion:

1. The Land Development Plan map designates this entire property, as well as a small parcel to the north and a parcel to the south, as suitable for industrial use. The subject property is part of the Northeast Small Area plan, and this plan further states that one of its goals is "accommodation and expansion of existing industrial uses."

Although there are ideally transitional land uses such as office or institutional uses between industrial and residential uses, the presence of the subject property in a conditional use district with the corresponding permitting process helps to ensure that the proposed use is developed in a manner that is not out of character with surrounding land uses, especially residential ones.

The configuration and shape of the property also makes an industrial use more practical than a residential use on the portion of the property that is currently zoned residential.

2. In light of the above-stated analysis, and looking at the totality of the evidence, the requested zoning map amendment to place the subject property in a CU-I2 zoning district is approved as consistent with the adopted plan.

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

After approving the requested zoning map amendment, the Council Members noted during their discussion that the presence or absence of an “island” feature in the driveway shown on the site plan was not a material or consequential element of their deliberations as to the merits of the application for a Conditional Use Permit. After completing their discussion and deliberations, the Council Members reached a consensus that, with the attachment to the permit of the recommended conditions, the standards for granting the requested Conditional Use Permit had been met.

Upon motion by Council Member Bell, and seconded by Council Member Redding, the council voted unanimously to approve, with the above-stated conditions, the requested Conditional Use Permit authorizing both warehouse and wholesale distribution land uses on the zoning lot. Council Members Bell, Burks, Moffitt, Redding, and Swiers voted in favor of the motion. There were no dissenting votes.

A final decision document authorizing the above-described Conditional Use Permit will be approved by the council during its next regular meeting.

(b) A discussion of a pending study of public right-of-way needs on Sunset Avenue between Church Street and Davis Street.

This study was prompted by a proposal submitted to the planning department that contemplated adding a canopy and a raised outdoor dining area to a building located on Sunset Avenue, between Church Street and Davis Street. As currently designed, the proposal would result in an encroachment into the public right-of-way for Sunset Avenue, which is city-maintained in this location.

In order for a project involving such an encroachment to move forward, zoning ordinance amendments and the closure of public right-of-way would have to be approved by the city council. In anticipation of these types of policy questions coming before the council in the near future, the city staff, at the city manager’s direction, has undertaken a comprehensive review/study of the city’s public right-of-way needs along the above-described block of Sunset Avenue.

Upon completion, the council will be briefed on the findings and recommendations of the public right-of-way review/study ordered by the city manager. During the current meeting, no action was requested of the city council, and none was taken.

(c) A report on the ordinance amendment process that will be undertaken in order to update the Asheboro Zoning Ordinance to reflect case law developments and the enactment by the North Carolina General Assembly of Chapter 160D in the North Carolina General Statutes.

Community Development Director Trevor Nuttall provided an overview of the above-described ordinance amendment process, which will focus on the city’s land use regulations. This process must be completed by July 1, 2021.

During the current meeting, no action was requested of the city council, and none was taken.

- (d) **A request for council action on the reappointment of Van Rich to a 5-year term of office on the City of Asheboro Planning Board.**

Mr. Rich's current term on the City of Asheboro Planning Board is set to expire this month. Based on the planning department's observations of Mr. Rich's continuing contributions to the city through his service on the planning board, Community Development Director Trevor Nuttall asked the Council Members to consider appointing Van Rich to serve another 5-year term (January 1, 2021, to January 1, 2026) on the City of Asheboro Planning Board.

Upon motion by Council Member Redding, and seconded by Council Member Moffitt, the city council voted unanimously to approve Van Rich's appointment to a new 5-year term of office as a member of the City of Asheboro Planning Board. Council Members Bell, Burks, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

10. Fire Chief Willie Summers provided an update on the completed renovations at Fire Station 2.

Chief Summers utilized a slide show presentation to update the elected officials on the renovations completed at Fire Station 2. With the current renovations, the viability of Fire Station 2 has been extended for a significant number of years.

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

11. Asheboro Regional Airport items:

- (a) **A request for council action on the proposed implementation of revised hangar rental rates and procedures.**

In accordance with actions taken by the Asheboro Airport Authority, City Engineer Michael Leonard, PE presented the following resolution to the city council with a recommendation to adopt the resolution by reference. The elected officials concurred with this recommendation.

Upon motion by Council Member Bell, and seconded by Council Member Burks, the city council voted unanimously to approve the resolution by reference. Council Members Bell, Burks, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 01 RES 1-21

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION APPROVING HANGAR RENTAL RATES
AT THE ASHEBORO REGIONAL AIRPORT

WHEREAS, in conjunction with the city charter and other laws of this state, Section 63-53(4) of the North Carolina General Statutes authorizes the City of Asheboro to lease any city-owned real or personal property acquired for the Asheboro Regional Airport when such property is not otherwise needed by the city during the term of the lease; and

WHEREAS, with regard to the city setting rental fees in compliance with Article 6 (Public Airports and Related Facilities) in Chapter 63 (Aeronautics) of the North Carolina General Statutes, G.S. 63-53(5) provides, in pertinent part, as follows:

In addition to the general powers in this Article conferred, and without limitation thereof, a municipality which has established or may hereafter establish airports . . . is hereby authorized:

- (5) *To determine the charge or rental for the use of any properties under its control . . . and the terms and conditions under which such properties may be used, provided that in all cases the public is not*

deprived of its rightful, equal, and uniform use of such property. Charges shall be reasonable and uniform for the same class of service and established with due regard to the property and improvements used and the expense of the operation to the municipality; and

WHEREAS, on October 20, 2020, the Asheboro Airport Authority approved certain changes in the rental rates for hangars at the Asheboro Regional Airport; and

WHEREAS, the Asheboro City Council agrees with the Asheboro Airport Authority's analysis of the hangar rental rates.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, effective February 1, 2021, the governing board concurs with the Asheboro Airport Authority's hangar rental rate recommendations found in the attached EXHIBIT 1, which is hereby incorporated into this Resolution by reference as if copied fully herein; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, when long-term hangar lease agreements pre-dating this Resolution expire, the rental rates approved by this Resolution shall be implemented by means of utilizing the short-term hangar leasing authority delegated to the city manager pursuant to Asheboro City Council Resolution Number 29 RES 8-19; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the city's professional staff and the Asheboro Airport Authority are hereby asked to study the feasibility of integrating the month-to-month leasing of the hangars listed in the attached EXHIBIT 1 into the city's contractual agreement with the fixed base operator at the Asheboro Regional Airport.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of January, 2021.

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

ATTEST:

/s/Tammy M. Williams
Tammy M. Williams, Deputy City Clerk

EXHIBIT 1

1. Hangar B (1,440 Square Feet)

Square Foot Rental Rate: \$3.00/square foot
Monthly Rental Rate: \$360.00
Utilities: Included in Rent (City pays because hangars are on a common meter)
HVAC Unit: N/A
Annual Hangar Rent Increase: 3%

2. Hangar C (1,440 Square Feet)

Square Foot Rental Rate: \$3.00/square foot
Monthly Rental Rate: \$360.00
Utilities: Included in Rent (City pays because hangars are on a common meter)
HVAC Unit: N/A
Annual Hangar Rent Increase: 3%

3. Hangar D (1,440 Square Feet)

Square Foot Rental Rate: \$3.00/square foot
Monthly Rental Rate: \$360.00
Utilities: Included in Rent (City pays because hangars are on a common meter)
HVAC Unit: N/A
Annual Hangar Rent Increase: 3%

4. Hangar E (2,000 Square Feet)

Square Foot Rental Rate: \$3.00/square foot
Monthly Rental Rate: \$500.00
Utilities: Tenant Pays
HVAC Unit: Tenant Maintains HVAC Unit after Start of Lease
Annual Hangar Rent Increase: 3%

5. Hangar F (1,512 Square Feet)

Square Foot Rental Rate: \$3.00/square foot
Monthly Rental Rate: \$378.00
Utilities: Tenant Pays
HVAC Unit: Tenant Maintains HVAC Unit after Start of Lease
Annual Hangar Rent Increase: 3%

6. Hangar K (6,400 Square Feet)

Square Foot Rental Rate: \$1.875/square foot
Monthly Rental Rate: \$1,000.00
Utilities: Tenant Pays
HVAC Unit: N/A
Annual Hangar Rent Increase: 3%

(b) An update on the potential acquisition of an existing hangar.

City Engineer Michael Leonard, PE updated the elected officials on the potential acquisition of an existing hangar (Hangar N) at the Asheboro Regional Airport. During the previous council meeting in December, city staff members were instructed to investigate possible funding options for the potential purchase of Hangar N.

It has been determined the Non-Primary Entitlement (NPE) program funds are eligible for potential use in the purchasing of Hangar N. The current NPE funding is as follows:

2017 - \$84,461.00 Remaining (Expiring May 2021)
2018 - \$150,000.00 Remaining
2019 - \$150,000.00 Remaining
2020 - \$150,000.00 Remaining

However, the utilization of NPE program funding does require a 90/10 match.

In light of the existing funding, city staff requested direction from the governing board as to whether to proceed with the potential acquisition of Hangar N. Any such acquisition that utilized NPE funding would have to comply with federally mandated guidelines administered by the North Carolina Department of Transportation's Division of Aviation.

Upon motion by Council Member Moffitt, and seconded by Council Member Burks, the council voted unanimously to proceed with attempting to purchase Hangar N with the assistance of NPE funding. Council Members Bell, Burks, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

(c) **An update on US64 bypass signage, including the need for airport directional signage.**

City Engineer Michael Leonard, PE provided an update concerning the need for directional signage for the Asheboro Regional Airport along the new US Highway 64 Bypass. The new stretch of highway was opened on December 18, 2020, and, after the opening, the absence of directional signage for the Asheboro Regional Airport was noticed.

The city engineering department has contacted the North Carolina Department of Transportation (NCDOT) to request the installation of directional signage for the airport. City staff members involved in this line of communication have had positive interactions with the NCDOT and feel confident that the situation will be addressed in a satisfactory manner.

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

12. Items pertaining to the public health emergency created by the novel coronavirus.

(a) **An update on the impact of the pandemic on both municipal operations and the city at large.**

Mr. Ogburn provided an update on the coronavirus pandemic and its impact on the city and county. As of January 7, 2021, Randolph County reported 8,921 confirmed cases and 134 deaths. Randolph County remains in code red with critical community spread.

Mr. Ogburn asks that the public be patient as the Randolph County Health Department has been overwhelmed with phone calls trying to schedule vaccinations. Randolph Health has been at or near capacity during the last months.

Precautions are being taken in every department within the City of Asheboro to curtail the spread of the virus within our organization.

(b) **A request for council action on a resolution authorizing a limited amount of emergency administrative leave for eligible city employees.**

As part of the city's efforts to confront the challenges posed by the pandemic, the city manager asked the governing board to approve the following resolution authorizing a limited amount of emergency administrative leave for eligible city employees. The governing board unanimously concurred with this recommendation.

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

RESOLUTION NUMBER 02 RES 1-21

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION AUTHORIZING A LIMITED AMOUNT OF EMERGENCY ADMINISTRATIVE LEAVE FOR ELIGIBLE CITY EMPLOYEES

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

WHEREAS, the FFCRA was a compilation of different acts with different purposes that all related to the common goal of providing relief to individuals adversely affected economically by the public health crisis created by the novel coronavirus; and

WHEREAS, two specific acts within the FFCRA – the Emergency Paid Sick Leave Act and the Emergency Family and Medical Leave Expansion Act – expired at midnight on December 31, 2020; and

WHEREAS, the expired Emergency Paid Sick Leave Act required the city to provide a maximum of 80 hours of paid sick leave (“Emergency Paid Leave”) to employees who were unable to work because of the following reasons: (1) The employees were subject to a federal, state, or local quarantine or isolation order related to COVID-19; (2) The employees were advised by their healthcare provider to self-quarantine because they were infected with or had been exposed to COVID-19 or because they were at high risk of complications from COVID-19; (3) The employees were showing symptoms of COVID-19 and were seeking but had not yet received a medical diagnosis; (4) The employees were caring for someone subject to a federal, state, or local quarantine or isolation order related to COVID-19, or the employees were caring for someone who had been advised by a healthcare provider to self-quarantine for COVID-19 related reasons; or (5) The employees were caring for a child because the child’s school or childcare facility had been closed or because the child’s normal caregiver was no longer available because of a COVID-19 related reason; and

WHEREAS, the expired Emergency Family and Medical Leave Expansion Act added to the existing Family and Medical Leave Act a new category of qualifying reasons for an employee to take job-protected leave, more specifically this expired legislative enactment provided up to 12 weeks of leave (“Emergency FMLA Leave”) when an employee was unable to work because of school closures or the unavailability of child care due to the COVID-19 crisis; and

WHEREAS, the above-referenced Emergency FMLA Leave became paid leave after a 10-day waiting period; and

WHEREAS, the federal legislative enactments creating Emergency Paid Leave and Emergency FMLA Leave placed limitations on the amount of pay employers were mandated to provide under the federal legislation; and

WHEREAS, due to these limitations, city employees who properly availed themselves of the Emergency Paid Leave and Emergency FMLA Leave benefits could, in certain circumstances, find themselves receiving less than their regular rate of pay; and

WHEREAS, in order to promote both employee morale and the orderly processing of the city’s payroll, the human resources director and the city manager jointly recommended supplementing, independent of an employee’s accrued leave balances, the Emergency Paid Leave and Emergency FMLA Leave benefits so as to ensure that city employees properly availing themselves of Emergency Paid Leave and Emergency FMLA Leave benefits received regular rates of pay; and

WHEREAS, the Asheboro City Council concurred with the staff recommendation and adopted Resolution Number 06 RES 4-20 on April 9, 2020, in order to authorize the implementation of the proposal; and

WHEREAS, the Consolidated Appropriations Act, 2021 (commonly referred to as the stimulus bill signed into law by the President of the United States on December 27, 2020) allows employers to choose to continue to be bound by the FFCRA leave requirements through March 31, 2021; and

WHEREAS, the threat posed by the novel coronavirus and the associated public health crisis has continued beyond December 31, 2020, and will most likely continue until a sufficient percentage of the population is vaccinated against the virus; and

WHEREAS, due to the anticipated duration of the public health crisis, and on the basis of the opinion that the expired federal acts struck an appropriate balance between the

need for fiscal restraint and the need to provide economic incentives for city employees, in appropriate circumstances, to stay home in order to protect their health and the health of their families and co-workers, the human resources director and the city manager have recommended providing a new temporary employee benefit, which can extend beyond March 31, 2021, in the form of emergency administrative leave that mirrors the expired FFCRA leave benefits; and

WHEREAS, the Asheboro City Council concurs with this recommendation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the governing board hereby rejects the option of continuing to be bound by either the Emergency Paid Sick leave Act or the Emergency Family and Medical Leave Expansion Act beyond December 31, 2020, and chooses, as an alternative course of action, to establish the temporary City of Asheboro emergency administrative leave plan described below; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the governing board hereby approves and ratifies, with an effective time and date retroactive to 12:01 a.m. on January 1, 2021, the implementation by the city manager of a temporary leave benefit for city employees in the form of emergency administrative leave that shall mirror, with no modifications other than the clarifying provisions listed herein, the Emergency Paid Leave and Emergency FMLA Leave benefits provided, up until midnight on December 31, 2020, by the combination of the expired Emergency Paid Sick Leave Act, the Emergency Family and Medical Leave Expansion Act, and Asheboro City Council Resolution Number 06 RES 4-20; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the subsets of the approved emergency administrative leave, consistent with the preceding directive to mirror the expired federal legislation, shall be identified as COA-Emergency Paid Leave and COA-Emergency FMLA Leave; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, when evaluating whether the temporary emergency administrative leave benefit authorized by this Resolution has been fully exhausted by a specific employee, the amount of leave used by the employee shall be calculated and evaluated as a single cumulative total without any distinction as to whether the benefit in question was granted pursuant to the expired FFCRA provisions or, alternatively, granted pursuant to this Resolution; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that COA-Emergency FMLA Leave will not count against an employee's regular Family and Medical Leave Act 12-week entitlement; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, in contrast to requests for COA-Emergency FMLA Leave, requests to utilize the regular Family and Medical Leave Act 12-week entitlement shall be processed in a manner that is consistent with the policies and practices adopted by the city independent of the now expired FFCRA leave requirements; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, unless and until action is taken at an earlier date by this governing board in open session during a regular or special meeting, this authorization of the temporary emergency administrative leave benefits specified herein for eligible city employees shall expire at midnight on December 31, 2021; and

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

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of January, 2021.

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

ATTEST:

/s/Tammy M. Williams
Tammy M. Williams, Deputy City Clerk

- (c) Authorization for Mayor Smith to execute the documents necessary to put to work the Community Development Block Grant Coronavirus (CDBG-CV) funding awarded to the city.

Mr. Ogburn requested council action to authorize Mayor Smith to execute the necessary documents to finalize the CDBG-CV grant that has been awarded to the City of Asheboro. The United Way is experienced in helping our community and will be the city's partnering agency to help distribute the funds to the families most in need.

Council Member Bell moved, and Council Member Redding seconded the motion, to authorize Mayor Smith to execute on behalf of the city all of the legal instruments needed to finalize and move forward with the city's lawful utilization of the CDBG-CV funding that has been awarded. Council Members Bell, Burks, Moffitt, Redding, and Swiers voted in and there were no dissenting votes.

13. A discussion of upcoming events and other items not on the agenda.

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

There being no further business to conduct, the meeting was adjourned at 8:49 p.m.

Tammy M. Williams, Deputy City Clerk

David H. Smith, Mayor

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on December 7, 2020

157

The Asheboro ABC Board met on Monday, December 7, 2020, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC. Present at the Board office were Board Member Steve Knight, Board Member Bob Morrison, and General Manager Rodney Johnson (GM). The Chair attended via telephone. A quorum being present, the Chair called the meeting to order for the transaction of business and business transacted as follows:

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

Board Minutes from the November 2, 2020, meeting were reviewed and approved by the Board. The Chair directed the GM sign the minutes for her.

Steve Knight and the GM reviewed Board finances and reported that sales revenues have increased during the past several months. Based upon increased revenues, Steve Knight moved the Board make an additional \$40,000 contribution to the City of Asheboro and the motion was approved by the Board.

Monthly drafts and EFT payments from the prior month were reviewed by the Board.

At the Board's November meeting, the GM was directed to prepare and send a letter to all ABC permit holders in the City of Asheboro reminding them of their responsibility to ensure all purchasers are of legal age, best practices to achieve compliance, and that law enforcement may use underage persons wearing face coverings to ensure compliance. A copy of the letter sent to all Asheboro ABC permit holders is attached.

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

1. Asheboro ABC sales statistics comparing:

- November sales with the previous month indicate:
 - An overall -5.5% change (all sales and tax collections)
- November 2020 sales with sales from the same month last year indicate:
 - Retail Sales +8.3%
 - Mixed Beverage Sales: +30.1%
 - Sales Tax Collections: +8.3%
 - Overall Collections: +10.09%
- November 2020 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +1.0%
 - Mixed Beverage Bottle Sales: +25.5%

- Overall Bottle Sales: +2.1%

The next regular Asheboro ABC Board meeting will be held Monday, January 4, 2021, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 1-4-21


GM

Stephen R Knight

J. Brooke Leavelle by: [Signature]

Bob Morrison by: [Signature]



Phone (336) 629-2530 • Fax (336) 629-2704
700 South Fayetteville Street, Asheboro, NC 27203

November 16, 2020

Dear ABC Permit Holder:

North Carolina General Statute 18B-701 (a)(8) places a duty on the Asheboro ABC Board to provide for the enforcement of the ABC laws within the City of Asheboro. Of particular concern during the current COVID-19 pandemic is the sale of alcoholic beverages to underage people who attempt purchases while wearing a face covering.

Permit holders and their employees have a responsibility to ensure every person purchasing alcoholic beverages is at least 21 years of age. Proof of age can be obtained by requiring the purchaser present a driver's license, military ID, passport, or a special identification card issued by North Carolina. The identification must reasonably describe the purchaser and indicate the purchaser is at least 21 years of age.

Emphasis should be placed on the importance of confirming the ID is valid, confirming the ID shows the customer is 21 years old or older, and that the seller is able to match up the physical description to the purchaser on the ID. The purchaser may be asked to step back a distance of six feet and remove their face covering to confirm their physical description. A seller is further encouraged to ask the purchaser questions to gather more information and has the right to refuse any sale, provided the refusal is not solely based on the purchaser's race, religion, color, national origin, sex, or disability.

It is of utmost importance for sellers of alcoholic beverages to ensure all purchasers are of legal age. The use of face coverings by purchasers presents a unique challenge, but does not absolve sellers of the responsibility to ensure purchasers are of legal age. Law enforcement may use various methods to ensure compliance with ABC laws, including using an undercover minor to attempt a purchase while wearing a face covering.

Failing to make sure the identification represents the purchaser and shows him or her to be of legal age can result in criminal and administrative charges for unlawfully selling to an underage person and expose the seller to civil liability.

For free training covering sales to underage people and other ABC matters, you may contact the Asheboro Police Department's ABC Detective at 336-736-6786, the Alcohol Law Enforcement Division's District Office at 336 303 4844, or visit the NC ABC Commission's web page at <https://abc.nc.gov/Education/RASP>. If we may be of any assistance to you, please contact the Asheboro ABC Board at 336 629 2530.

Sincerely;

For the Board
Rodney Johnson, General Manager

cc: Asheboro Police Chief Mark Lineberry
Asheboro Police Detective Wells
ALE Special Agent In Charge Rodney Beckom

J. Brooke Schmidly, Chair • Stephen R. Knight, Board Member
Robert E. Morrison, Board Member • Rodney E. Johnson, General Manager

ORDINANCE TO AMEND THE GENERAL FUND
FY 2020-2021

WHEREAS, the City of Asheboro Fire Department was awarded a \$2000 grant from Walmart to purchase rescue equipment, and;

WHEREAS, the City of Asheboro Police Department was awarded a \$2000 grant from Walmart for community outreach, and;

WHEREAS, the City of Asheboro desires amend the 2020-2021 budget to incorporate these changes to be in compliance with all generally accepted accounting principles, and;

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

That the following Revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Change</u>
10-349-0300	Local Grants	4,000

That the following Expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Change</u>
10-510-3302	Community Resource	2,000
10-530-3400	Other Supplies and Materials	2,000
		4,000

Adopted this the 4th day of February 2021.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND THE ECONOMIC & TOURISM DEVELOPMENT
FUND
FY 2020-2021

WHEREAS, the City of Asheboro continues to look for ways to support the downtown businesses;
and;

WHEREAS, the City of Asheboro partnered with the Asheboro Randolph Chamber of Commerce on
an Ad Campaign promoting shopping downtown, and;

WHEREAS, the City desires to allocate funding and appropriate for the expense in the Economic and
Tourism Development fund, and;

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

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

That the following Revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
72-350-0200	Chamber- Media Buys for Ad Campaign	\$30,000

That the following expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
72-840-2020	Chamber- Advertisement	\$30,000

Adopted this the 4th day of February 2021.

ATTEST:

David H. Smith, Mayor

Holly H Doerr, CMC, NCCMC, City Clerk



January 29, 2021

City of Asheboro
146 North Church Street
P.O. Box 1106
Asheboro, NC 27203

Attention: Mr. Michael Leonard, PE

Reference: **Proposal for Construction Materials Testing Services**
Zoo City Sportsplex Phase II
Asheboro, North Carolina
S&ME Proposal No. 21-1119

Dear Mr. Leonard:

S&ME, Inc. (S&ME) is pleased to submit this proposal for the above referenced project. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated compensation for our services. The services described in this proposal will be performed in general accordance with our Terms and Conditions outlined on the enclosed "Agreement for Services" Form Number AS-071.

◆ Background/Project Information

This project consists of Phase II of the grading and construction portion of the Zoo City Sportsplex project. S&ME is currently providing these services for the Phase I portion of the project. Project information was originally obtained from a telephone conversation, email, and request for qualifications from Asheboro City Manager Michael Leonard, PE, which included links to the following documents:

- Civil Plans prepared by Hiram J. Arziano, P.E., dated December 30, 2019.

The project will consist of the continued grading phase associated with the construction of eight new soccer/lacrosse/football fields, along with the installation of roads, and parking areas for the complex located near the intersection of Zoo Parkway and Old Cox Road in Asheboro, North Carolina.

S&ME has been requested to provide construction materials testing and special inspection services related to earthwork testing/compaction for approximately 12 weeks.



◆ Scope of Services

Based on the provided drawings and our experience on similar projects, we anticipate the following services may be required. The following is a general description of each of the services proposed. Testing will be performed in general accordance with the applicable ASTM and/or industry standards, unless noted otherwise.

Subgrade Evaluations:

Our services consist of an evaluation of the subgrade soils prior to proceeding with site and building construction. These services can be performed to aid in identifying possible unsuitable near-surface soil conditions for repair prior to continued construction. The evaluations may consist of proofrolling, test pit observations, probing, and/or hand auger borings with Dynamic Cone Penetrometer testing. These services also include observing undercutting of the subgrade soils, if necessary.

Engineered Fill Testing:

Our services performed on a full-time or part-time basis consist of observations during fill placement and randomly performing field density tests to measure the compaction of the fill placed in the parking/drive areas, recreation fields area, and utility line trenches.

The density testing will be performed by one or more of the following methods: drive tube method (ASTM D2937), sand cone method (ASTM D1556), or nuclear density gauge method (ASTM D6938). In addition, we will perform Standard Proctor (ASTM D698) moisture-density relationships on the different materials used as fill.

Asphalt Pavement Testing Services

Our services consist of performing nuclear density testing on the asphalt base/binder/surface courses to estimate the density of the material as it is being placed. Our nuclear density test results will be compared to the maximum specific gravity or target density provided by the paving contractor at the time of testing.

Please note that nuclear density testing performed on asphalt is a measure of the relative density of the material. In order to establish a correlated target density and convert the nuclear test results to an actual density, a control strip should be constructed and tested similar to that outlined in NCDOT's HMA/QMS Manual.

During testing of a control strip, coring and specific gravity testing of the asphalt is required. Coring of the asphalt is a destructive test method and therefore will only be performed if specifically requested by our Client.



◆ REPORTING/PROJECT MANAGEMENT

Reporting through METAFIELD

S&ME has deployed MetaField® to serve as our field information management system. Our Technicians and Engineers record their test data and field inspection forms using tablets. As soon as data is saved from the field, it is immediately available on our Project Manager's computer. The value to our clients is that information can be communicated very quickly, allowing the entire design and construction team to be aware of small problems before they escalate into larger (and more expensive) issues.



MetaField® is the only true Field Information Management System (FIMS) developed for our industry. It serves the needs of multidisciplinary civil, engineering, testing, and environmental consulting firms that conduct significant operations in the field and in the lab where the remote gathering of testing information, materials samples, discrepancy management, and construction observation data is required.

MetaField addresses the entire process, from project setup and specification, through field data collection, geo-coding of transactions using mobile GPS services, monitoring, quality control, exception/discrepancy management, report generation, report delivery, and on-going data mining.

- **Daily Reports:** We will summarize our activities, observations and test results for each site visit on a Daily Report. Once reviewed by an S&ME Project Manager, the reports will be transmitted to the design and construction team members. We will identify discrepancies in the report and bring them to the attention of the contractor, owner, and design team.
- **Interim Reports:** Interim reports (weekly, etc.), if requested, can be prepared.

◆ Excluded Services

Without attempting to be a complete list or description of services or potential services excluded from this proposal and not performed by S&ME, the following services are specifically excluded from this proposal:

- Geotechnical Exploration Services
- Any aspect of site safety other than safety of S&ME employees
- Surveying
- Environmental Site Assessment(s) or Testing
- Directing of any contractor's or subcontractor's work



◆ Client Responsibilities & Proposal Use

We request that our Client be responsible for the following:

- Providing S&ME with a complete set of project plans and specifications prior to the performance of our services for this project;
- Providing S&ME with revised project plan sheets and/or specifications, Requests for Information (RFIs), or other items relevant to our scope of work throughout the duration of this project;
- Provide us with the name of the individual who will be responsible for coordinating our testing services;
- Providing S&ME with the names and contact information for report distribution; and
- Providing the contractor's onsite superintendent with a copy of our scope of services, so that our services can be properly coordinated. It is the responsibility of our Client or his/her representative to schedule S&ME when our services are required. The performance of the above-outlined services is dependent upon proper scheduling by our Client or his/her representative.

This proposal is solely intended for the basic services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and resulting documents is limited to above-referenced project and Client. No other use is authorized by S&ME.

◆ Project Schedule

We anticipate that our services will be required on both a full-time and part-time (on-call) basis for the services outlined above. The Statement of Special Inspections will designate which activities require full-time and part-time testing. Scheduling should be made through the S&ME project manager assigned to this project who will assign the appropriate, qualified personnel to perform the requested work. We will rely on your designated project contact to let us know when an item requiring testing is upcoming, as described in the Scope of Services section included herein. It is the responsibility of your designated project contact to schedule S&ME when our services are desired.

Part-time testing means S&ME will schedule a representative to be at the site to perform specific tests only at the specific times when requested by the designated project contact person. Full-time testing means that an S&ME representative will be on-site during contractor's operations to make a reasonable effort to conduct tests and observe contractor's work.

We respectfully request that a minimum one-week notification be provided whenever our initial services are needed so that we may coordinate our field personnel to meet your specific needs. We request at least a one-day notice when part-time, on call work is needed. If our services will be needed during off-hours (between 8:00 pm and 5:00 am) and/or on holidays (Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day), we require a minimum 72-hour notification.

Special Inspections in no way relieves any participant from the proper performance of work according to the contracts, plans, specification and applicable building and safety codes. Therefore, adequate scheduling by the contractor(s) will be required to satisfy the special inspection requirements prior to continuation or concealment of the work product. S&ME will not be responsible for any damages caused by construction delays that are related to inadequate notice, improper scheduling, or for work performed by the Contractor without our presence.



◆ Compensation

Our services will be invoiced based on the attached Fee Schedule and time actually spent on the project. We will provide our services on a unit rate basis in accordance with the attached Fee Schedule. We anticipate our services will be required part-time during some construction activities and full-time during other construction activities.

The cost for our services is driven by the level of staffing required to provide services within our scope. The cost for the services outlined above for approximately 12 weeks of grading and asphalt pavement is estimated to be \$57,485. This budget was developed based on our experience with similar projects and our understanding of the construction schedule. The budget estimate is attached for your reference.

The duration and level of staffing is controlled by the Contractor's construction schedule. A detailed construction schedule was not provided during this proposal process and we request the opportunity to review and revise our estimate, if necessary, once a detailed construction schedule becomes available.

Our services will be invoiced based on the attached unit rate fee schedule and time actually spent on the project. Please note that our invoice payment terms are 30-days net. After you receive our first invoice, we ask that you verify our invoice headings, descriptions, and mailing address to assure prompt payment.

◆ Authorization

Our Agreement for Services, Form Number AS-071, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of services. If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements. If this proposal is transmitted to you via e-mail, and if you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.



Proposal for Construction Materials Testing Services
Zoo City Sportsplex Phase II
Asheboro, North Carolina
S&ME Proposal No. 21-1119

◆ **Closure**

S&ME appreciates the opportunity to submit this proposal to provide testing services during this project. If you should have any questions relative to the services we have outlined above, please contact us at (336) 288-7180.

Sincerely,

S&ME, Inc.

A handwritten signature in blue ink, appearing to read 'B. Richards'.

Brandon G. Richards, EI
Project Manager

A handwritten signature in blue ink, appearing to read 'B. Glidewell'.

Brian Glidewell, PE
Area Manager / Vice President

Attachments: Fee Schedule
Cost Estimate
Agreement for Services (Form AS-071)

Attachments



Unit Fee Schedule
Construction Services
S&ME, Inc. - Greensboro, North Carolina
Asheboro Zoo City Sportsplex Ph II
S&ME Proposal No. 21-1119

TECHNICIAN SERVICES		Unit Rate
1	Engineering Technician, per hour*	\$45.00
2	Special Inspector, per hour*	\$55.00
2	Metals Technician, per hour*	\$90.00
3	Mileage, per mile	\$0.68

PROFESSIONAL SERVICES		Unit Rate
1	Staff Professional (P1/P2), per hour	\$100.00
2	Senior Professional/Project Manager (P3/P4), per hour	\$145.00
3	Senior Consultant/Principal (P5 and higher), per hour	\$165.00
4	CAD Operator, per hour	\$50.00
5	Administrative, per hour	\$45.00

PROFESSIONAL SERVICES		Unit Rate
1	Compressive Strength of 4x8 concrete cylinder, each (handling/report charge of \$30/set for contractor made samples)	\$15.00
2	Compressive Strength of 2" cube samples, per each	\$15.00
3	Compressive Strength of Grout Prisms (ASTM C1019), each	\$15.00
4	Natural Moisture Content, each	\$15.00
5	Atterberg Limits, each	\$85.00
6	Grain Size (Wash 200 Sieve), each	\$85.00
7	Grain Size (with Hydrometer), each	\$145.00
8	Specific Gravity, each	\$75.00
9	Standard Proctor Compaction, each	\$165.00
10	Modified Proctor Compaction, each	\$225.00
11	ABC Stone Modified Proctor, each	\$250.00
12	ABC Stone Gradation, each	\$125.00
13	Triaxial Shear Test, each	\$500.00
14	Flexural Strength of Concrete Beams, each	\$45.00
15	Compressive Strength Testing of concrete core samples, each	\$50.00
16	Specific Gravity/Density of Asphalt Cores, each	\$40.00

All rates are portal to portal from our Greensboro Office

Overtime consists of working outside the normal business hours of 8am – 5pm, time over 8 hrs/day, Saturdays, Sundays, and Holidays)



Cost Estimate
Construction Materials Testing & Special Inspection Services
Asheboro Zoo City Sportsplex Ph II

S&ME Proposal No. 21-1119

1 Subgrade Evaluations and Engineered Fill Testing		Trips	Qty	UOM	Rate	Cost
A	Engineering Technician (Full Time)	45	8	hours	\$55.00	\$19,800.00
B	Engineering Technician, overtime	45	3	hours	\$82.50	\$11,137.50
C	Engineering Technician (Part Time)	0	3	hours	\$45.00	\$0.00
D	Project Professional	10	4	hours	\$100.00	\$4,000.00
E	Standard Proctor	X	2	each	\$165.00	\$330.00
F	Triaxial Shear Test, each	X	0	each	\$500.00	\$0.00
G	Atterberg Limits	X	2	each	\$85.00	\$170.00
H	Grain Size (Wash 200 Sieve)	X	2	each	\$85.00	\$170.00
I	Mileage (85 miles round trip)	55	85	miles/trip	\$0.68	\$3,179.00

Subtotal: \$38,786.50

2 ABC Stone & Asphalt Observations		Trips	Qty	UOM	Rate	Cost
A	Engineering Technician	15	8	hours	\$55.00	\$6,600.00
B	Engineering Technician, overtime	15	3	hours	\$82.50	\$3,712.50
C	Mileage (85 miles round trip)	15	85	miles/trip	\$0.68	\$867.00

Subtotal: \$11,179.50

3 Project Management and Administration		Qty	UOM	Rate	Cost
A	Project Manager	35	hours	\$145.00	\$5,075.00
B	Registered Professional	8	hours	\$165.00	\$1,320.00
C	Administrative Support	25	hours	\$45.00	\$1,125.00

Subtotal: \$7,520.00

Cost Estimate: \$57,486.00

**AGREEMENT FOR SERVICES**

Form AS-071

Date: January 29, 2021	Job Number: 21-1119
S&ME, Inc. (hereafter Consultant)	Client Name: City of Asheboro (hereafter Client)
Address: 8646 West Market Street, Suite 105 City: Greensboro State: North Carolina Zip: 27409	Address: 146 North Church Street, P.O. Box 1106 City: Asheboro State: North Carolina Zip: 27203
Telephone: (336) 288-7180 Fax:	Telephone: (336) 625-1090 Fax:
PROJECT	
Project Name: Zoo City Sportsplex Phase II Project location: (Street Address) 1200-1298 Old Cox Rd City: Asheboro State: North Carolina Zip: 27205	
SERVICES TO BE RENDERED	
Proposal Number: 21-1119 dated: January 29, 2021 is incorporated into this Agreement For Services and this Agreement For Services is incorporated into this Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- 1. ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue.
- 2. CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its' agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for the such party's failure to perform its' work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition,

CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

The following information is required for CONSULTANT to properly submit invoices to the CLIENT. Completion is required before execution of this document.

Purchase Order Number (if not required, note NA):

CLIENT Project Number (if not required, note NA):

Email Address for Submitting Invoices (if not allowed, note NA):

Website for Invoice Submission (if not required, note NA):

For Website Invoice Submission, include instructions for sign-up and process document for invoice submission.

Monthly deadline for invoice submission to ensure prompt processing (if none, note NA):

Legal Entity Name required on invoice:

Address required on invoice:

CLIENT Accounts Payable contact name:

CLIENT Accounts Payable contact phone number:

CLIENT Accounts Payable email address:

Additional invoicing instructions:

6. **STANDARD OF CARE**: Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
7. **LIMITATION OF LIABILITY**: Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.
- By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
8. **NO CONSEQUENTIAL DAMAGES**: In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.

9. **INSTRUMENTS OF SERVICE**: In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
10. **SAFETY**: Consultant is solely responsible for the safety and health of Consultant's employees. Consultant shall take necessary precautions for the safety of its employees. Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS**:
- (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
 - (b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
 - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.
 - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.
 - (e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
 - (f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The

information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.

(g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS:** Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.

15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. **TERMINATION:**

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause -In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable

control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$5,000,000 each claim.
20. **INDEMNITY**: Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement.
21. **DISPUTE RESOLUTION**: In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located
22. **ASSIGNMENT**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR**: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION**: To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

27. **NO THIRD PARTY LIABILITY:** Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: City of Asheboro _____

S&ME, Inc.

BY: _____
(Signature)

BY: _____
(Signature)

(Print Name / Title)

(Print Name / Title)

DATE: _____

DATE: _____

PROPOSAL NUMBER : 21-1119 _____

Client's FAXED or DIGITAL signature to be treated as original signature

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2020-2021

WHEREAS, the City of Asheboro is ready to begin Phase II of the development of the Zoo City Sportsplex, and;

WHEREAS, the first part of Phase II is the construction materials testing and special inspection services in the categories of 1) Subgrade Evaluation & Engineered Fill Testing, 2) ABC Stone & Asphalt Observations and 3) Project Management and Administration, and;

WHEREAS, the preliminary cost estimate is approximately \$57,500, and;

WHEREAS, the City of Asheboro desires to appropriate fund balance in the General Fund for this purpose, and;

WHEREAS, revenues and expenses in the General Fund have changed in relation to the current budget, and;

WHEREAS, the City Council of the City of Asheboro desires to be in compliance with all generally accepted accounting principles.

THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina that following revenue and expense line items are changed as follows:

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-399-0000	Fund Balance Appropriation	\$57,500

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-620-7474	Contribution to Zoo City Sportsplex Fund	\$57,500

Adopted this 4th day of February, 2021.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND THE ZOO CITY SPORTSPLEX FUND (74)
FY 2020-2021

WHEREAS, the City of Asheboro is ready to begin Phase II of the development of the Zoo City Sportsplex, and;

WHEREAS, the first part of Phase II is the construction materials testing and special inspection services in the categories of 1) Subgrade Evaluation & Engineered Fill Testing, 2) ABC Stone & Asphalt Observations and 3) Project Management and Administration, and;

WHEREAS, the preliminary cost estimate is approximately \$57,500, and;

WHEREAS, the City of Asheboro desires to appropriate fund balance in the General Fund for this purpose, and;

WHEREAS, the City of Asheboro desires amend the Zoo City Sportsplex fund budget to incorporate these changes to be in compliance with all generally accepted accounting principles, and;

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

That the following Revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
74-300-1000	Contribution from General Fund	57,500

That the following Expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
74-400-0002	Construction Materials Testing Services	57,500

Adopted this the 4th day of February 2021.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

January 29, 2021

Re: Landscape Design Fee Proposal – David and Pauline Jarrell Center City Garden Master Planning

Wayne Smith, Assistant City Engineer
City of Asheboro

Dear Wayne,

Thank you for the opportunity to submit a proposal for the programming, conceptual design, master planning and construction drawings for the David and Pauline Jarrell Center City Garden. This proposal is based upon our understanding of the project scope and schedule from the public RFQ and follow-up conversations with you. We include the following project understanding and scope for your consideration.

The approximate 3-acre site includes a sloped site with a drainage-way and existing home. This scope and fee is for work to be completed by Prospect Landscape Architecture, PLLC (**PLA**) and its consultants, 3.Fromme Design, LLC (**3FD**) and Landis PLLC (**Landis**). We are assuming a program that includes themed planted garden areas, walking trails, 2-3 gazebos, a pedestrian bridge, and parking for the site, along with required earthwork and soil amendments. We also understand the City would like a wall around the site for both aesthetics and security. We are assuming an approximate construction budget of \$1 Million. Should the program and budget greatly increase, we reserve the right to revisit our design fee at that time to cover the additional design required.

SCOPE AND DELIVERABLES

PHASE ONE - SITE ANALYSIS & PROGRAMMING

I. Scope

- a. PLA and 3FD to conduct a Stakeholder Meeting / Programming Workshop (in person). Goals of the workshop:
 - i. Walk the site.
 - ii. Develop overall design vision, direction, and intent.
 - iii. Choreograph the visitor experience and determine visitor needs (restrooms, visitor center, etc.)
 - iv. Establish visitor and service circulation and connections.
 - v. Conceptualize possible garden themes, features, and special components.
 - vi. Evaluate feasibility of grading, including aesthetics and accessibility.
 - vii. Brainstorm initial horticultural themes for each section of the Garden.
 - viii. Explore potential material palettes.
 - ix. Determine staffing needs and facilities, as well as maintenance access.
 - x. Identify/Explore any additional naming opportunities.
 - xi. Explore connections to the NC Zoo and Zoo City Sportsplex.
- b. Landis to conduct Soil Analysis
 - i. Landis will conduct a site visit and mapping of soils into different moisture regimes that will later relate to plantings. The moisture

regimes are: well drained, moderately well drained, somewhat poorly drained, and poorly drained.

- ii. The soils map will also relate to areas of past erosion, i.e. depth of topsoil. Any waters of the United States will be flagged.

II. Meetings

1. One (1) one-day Workshop in Asheboro with identified stakeholders.

Deliverables

1. Workshop Agenda.
2. Workshop Notes.
3. Site Analysis Exhibit.
4. Programming Narrative.
5. Initial Soils Map findings.

PHASE TWO - CONCEPTUAL DRAWINGS

I. Scope

- a. Stakeholder meeting to review findings from Site Analysis Phase (via phone/Zoom platform).
 - i. Review programmatic goals.
 - ii. Review site analysis findings.
- b. Site Maps and Concepts
 - i. Based upon soils map findings, we will create a concept for stabilization of the drainage way in the park. A narrative report and hand drawn map will be created to convey the above information.
 - ii. Using the information gathered in the programming workshop in phase one, we will develop concepts for the site.
 - iii. The design team will present concepts to the stakeholder team via Conference Call/Zoom platform.
 - iv. The design team will present concepts to the public for additional input.

II. Meetings

1. Two (2) Conference calls/Zoom meetings with Stakeholder team.
2. One (1) Public input meeting (held via Zoom or similar platform).

Deliverables

1. 2-3 concept sketches indicating general options for owner review.
2. Precedent imagery to indicate recommended plant and hardscape palette.
3. Soil map findings and drainage way concept drawings.
4. Meeting notes from public meeting and meetings with stakeholders to capture comments and ideas.

PHASE THREE – FINAL MASTER PLAN

I. Scope

- a. Develop preferred concept into final master plan

- i. Based upon stakeholder and community input, the design team will finalize a master plan for review.
 - ii. The 50% and final master plan will be presented in a conference call/virtual meeting to the stakeholder team.
 - b. Produce master plan document
 - i. Master plan drawing.
 - ii. Narrative with explanations of the features and program.
 - iii. Possible phasing scenario
 - iv. Estimate of probable costs based upon latest materials and planting costs.
 - c. Presentation of final master plan
 - i. The design team will present the final master plan and costs to City Council.
- II. Meetings
 - 1. Two (2) Conference calls with Stakeholder team to review the 50% and 100% master plan.
 - 2. One (1) City Council presentation.
- Deliverables
 - 1. Final master plan document with drawing, narrative, site analysis and estimate of probable costs.

PHASE FOUR – SITE PERMIT REVIEW DRAWINGS / CONSTRUCTION DRAWINGS

- I. **Scope**
 - a. Phase four will include creating drawings to a detailed level, including dimensions, planting, grading, and details. These drawings will be submitted, as needed, to the appropriate local and state review agencies. We anticipate the following permits required:
 - Zoning Compliance permit (City of Asheboro)
 - Erosion Control permit (NCDEQ)
 - Driveway permit (NCDOT)
 - Possibly 401/404 if we impact a jurisdictional stream or wetland (Army Corps)
 - b. These drawings are meant to be at a construction-ready level and will be used to bid the project.
- II. **Meetings**
 - a. Two meetings with the owner (virtually) to review the drawings and comments.
- Deliverables**
 - a. Construction drawings, including:
 - a. Cover Sheet with Site Data Table.
 - b. Existing Conditions Plan. (survey provided by owner)
 - c. Site Demolition Plan.
 - d. Erosion Control Plan(s).
 - e. Site Plan with Dimensions and Detail references.
 - f. Grading and Drainage Plan.

- g. Site Utility Plan by others. *(if utility connections are needed, PLA will engage a civil engineer under a separate contract or the City's engineering staff will execute the required drawings).*
- h. Landscape Plan and Enlargements.
- i. Detail sheets, including Site, Planting, Erosion Control, and Drainage details. This includes any walls around the site under four feet in height.
- j. Stormwater and Erosion Control calculations and NCDEQ permit forms.
- k. Irrigation drawings by contractor (design/build)
- l. Lighting drawings will be code compliant by local electrical supplier. For enhanced lighting, landscape architect can specify brand and location of low-voltage lighting but electrical design is by others.
- m. Interpretive signage locations shown on site plan. Design and fabrication by others.
- n. Response to reviewer comments.

PHASE FIVE – SITE CONSTRUCTION BID & OBSERVATION

I. Scope

- a. Phase five will include observation of the construction to ensure the project is built per design. The construction schedule will be determined once the full program and scope are known. Construction observation will be billed at an hourly rate, as indicated below or a negotiated lump sum after the master planning phase.

II. Meetings

- a. Assist City with bidding the project to contractors.
- b. Owner Architect Contractor (OAC) meetings every two weeks. A site visit will be conducted after each OAC meeting.

Deliverables

- a. Advertisement for Bid and verification of low bidder credentials.
- b. Field Reports for each site visit, including photo documentation and narrative of issues or incomplete work. Typically, site visits will be conducted every 2 weeks, depending on the duration and speed of the project.
- c. Answer questions from the contractor and provide bulletin drawings as needed.
- d. Review and approve shop drawings for specified products and materials.
- e. Review substitution requests.

EXCLUSIONS & ASSUMPTIONS

- The site will be evaluated utilizing the survey provided by the owner.
- Survey work is not included.
- Owner to provide parcel survey, geotechnical report and any other electronic documentation related to the site.
- Civil Engineering services, including utility and storm pipe design, are excluded from this fee. If needed, they will be provided under separate contract.
- Environmental services, including wetland or stream delineation, seasonal high-water table determinations (SHWT) and underground tank removals are excluded.

- Rezoning and special use permitting are excluded.
- All permit fees will be paid by the owner.
- Owner will provide access to the site.
- Off-site road improvements are not included. Road profiles will not be included in site permit and construction drawings.
- Site utilities are not included in this proposal.
- A Traffic Impact Analysis (TIA) is not expected, nor included in this proposal.
- Flood study evaluations are excluded.
- Site electrical design (including lighting) is excluded. Any Code compliant lighting will be provided by the local electrical company. Low voltage garden lighting will be specified by the landscape architect as to location and type (brand) of lighting but electrical design will be by contractor.
- Hydraulic analysis, including fire flow and domestic water analysis are excluded.
- Geotechnical engineering, including pavement design, is excluded.
- Structural engineering, including retaining wall design, is excluded. Landscape architect can sign and seal walls up to four feet in height.
- Representation for court appearances for litigation, or preparation for the same are excluded.
- Certifications, as-built/record drawings are excluded.
- Our plans will not include any plans or designs associated with road or sidewalk closures. The contractor will be responsible for obtaining any such permits.
- We will bill a lump sum amount as a percent complete of each phase, other than construction observation, which is hourly. Owner is responsible for paying invoices per the condition of the agreement.
- We reserve the right to revisit this proposal and fee if the project is delayed more than 60 days from the time of this proposal or if the project is delayed longer than 120 days once a contract is signed.
- We are not responsible for construction means and methods.
- Irrigation drawings will be design/build by contractor. Landscape architect will indicate areas to be irrigated but drawings are not included.

FEE SCHEDULE

We will provide the above design consultation and deliverables for a **lump sum fee**, except where noted below. Our fee breakdown estimate is as follows:

PHASE	DESCRIPTION	FEE
1	Site Analysis & Programming	\$9,980.00
2	Conceptual Drawings	\$8,300.00
3	Final Master Plan	\$13,720.00
4	Permit/Construction Drawings	\$75,000.00
4	Construction Observation (hourly)	Hourly - TBD
	TOTAL	\$ 107,000.00

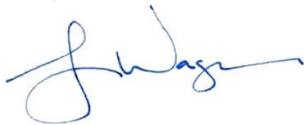
Construction observation will be conducted on an hourly basis, as indicated below. A lump sum fee can be negotiated once the scope and construction duration are determined.

- Licensed Landscape Architect: \$100/hour
- 3FD Principal: \$ 190/hour

SUMMARY

We are pleased to offered this fee proposal for landscape architecture design services of the Asheboro City Garden project. If this proposal is acceptable, please sign below and return a copy of the proposal to Jennifer at jenwagnerlandscape@gmail.com.

Best,



Jennifer L. Wagner, PLA
Principal/Founder
Prospect Landscape Architecture, PLLC
www.prospect-la.com

Client Approval:

Name/Signature/Date

PROJECT ORDINANCE
DAVID AND PAULINE JARRELL CITY GARDEN FUND
FY 2020-2021

WHEREAS, In September 2019, the City Council of the City of Asheboro authorized the purchase of two parcels of land to become part of the proposed David & Pauline Jarrell Center City Garden, and;

WHEREAS, along with the parcel of land donated to the City of Asheboro, there are approximately 3 acres available for development, and;

WHEREAS, the City of Asheboro is ready to proceed with creating a master plan for the landscape design of the Garden;

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

Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Project Ordinance is adopted:

Section 1: The David and Pauline Jarrell Center City Garden Project is hereby authorized as a project with current revenues and expenditures projected as listed below.

Section 2: The officers of the City of Asheboro are hereby authorized to proceed with the project within the terms of the agreement approved by the City Council and the budget contained herein.

Section 3: The following revenues are anticipated to be available at this time for this project:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
75-300-1000	Contribution from General Fund	\$107,000

Section 4: The following amounts are appropriated as expenditures for this project:

That the following Expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
74-400-0000	Professional Services –Landscape Design	\$107,000

Adopted this the 4th day of February 2021.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk



January 26, 2021

Mr. Wayne Smith
Assistant City Engineer
Department of Engineering
City of Asheboro, NC

**RE: Outline Scope, Schedule and Fees for Design Services
City of Asheboro I-73 / 74 Corridor Placemaking and Branding Project**

We appreciate this opportunity to provide placemaking and branding services to the City of Asheboro for the design of signature landscape and art placements along the I-73 / I-74 Interstate corridor. When planning and designing signature roadway environments, particularly large scale roadway designs, our philosophy is to form a strong interactive engagement between our client and the design team. Our goal is to produce a creative brand driven solution that will endure as a strongly identifiable place, in this case the signature branding and landscape art for City of Asheboro and by extension the North Carolina Zoo.

We recognize the great importance of this project as a branding opportunity to the City of Asheboro, the NC Zoo and the region. We want to get it right. We have assembled our team which reflects the expertise and experience needed for a successful project of this type. We have had success with Interstate-40 in Research Triangle Park and Interstate 285 Gateway in Atlanta. We believe fundamentally in collaboration as a means of establishing unique, creative, and implementable design projects. We view ourselves in a design partnership with the City.

The project will require the design and installation of sculpture/silhouettes for various locations along the I-73 / 74 Interstate corridor west of the City. The design effort will use the concept design drawings and images prepared by the NC Zoo and presented to the City in October 2020 as a starting point and a source of creative inspiration. As many as nine discrete landscape locations at up to six highway interchanges will be evaluated as we work toward a creative response leveraging the economic synergies between the City of Asheboro and the NC Zoo.

DESIGN TEAM

Larry Zucchini, FASLA
JDavis Architects, Raleigh, NC

Placemaking / Project Design Leadership

Jan Lorenc
Lorenc + Yoo, Atlanta, GA

Sculpture/Signage Design

Gottlieb

Landscape Art Consultant

DESIGN AND IMPLEMENTATION CONSIDERATIONS FOR HIGHWAY SCULPTURE/LANDSCAPE PROJECTS

Branding for the City and the NC Zoo. We will combine the synergetic relationship between the branding strategies of the City and the NC Zoo. While this is a City initiative, close communication with the Zoo will be beneficial. It is critical to create a “place” not a “project”. While branding and identity is important, the endurance and stability of a place is linked to how well it fits within its context, otherwise it is just another beautification project.

Scale, form and pattern. Interstate highway projects require special considerations given the immense scale of highway interchanges, limited view sheds and successful visual communication at highway speeds of 75 mph. A singular sculpture of mass and scale, or a series or sequence of many “herd” sculptures, or both, may be necessary to function as a visually effective communication.

Sculpture and Landscape Art is Unique. Our ideation, design development and design intent processes and the deliverables are different than standard architectural design. We use a modified process that pushes heavy design toward the front end of the project and requires bidding by pre-qualified fabricators and contractors for the fabrication and installation. This is of key importance to achieving a successful high quality and enduring project.

NCDOT Coordination. Highways, particularly federal highways, have very prescribed encroachment standards for vehicular safety. Any sculpture installation must meet the prescribed standards and safety intent of the. Maintenance access and budgets will also be factors to be considered. We understand that the City has started that conversation with NCDOT.

Field Placement of Final Design. Sculpture and landscape art projects are best resolved with experienced field judgement. While final layout plans will be provided, the final placement of each sculpture will be a field decision using judgement and experience for superior visibility and for meeting performance objectives.

Design Flexibility. A successful plan will be developed to be flexible over time to reflect changing budgets, potential roadway changes and City needs. Our overall plan will need to have a structured flexibility allowing the for future adjustments changing forms and placements to enhance and sustain interest.

Landscape is Key. While the sculptures can stand alone, creative landscaping and grading can strongly enhance the effectiveness and quality of the design solution. NCDOT budgets are under pressure but there may be landscape funding for the I-73/ US 64 left available for the City project. An opportunity worth exploring.

Special Lighting. We understand that a preliminary assessment has been made that current NCDOT highway lighting for the interchanges will be sufficient. We would encourage exploration of special lighting for the sculptures during the early design process. That service can be added if special lighting is deemed appropriate and is desired by the City.

Fundraising. If the sculpture art project is not fully funded, we would be open to assisting with a fundraising plan associated with a branding/promotional strategy.

DESIGN PROCESS= Phase One

Task One: Pre-Design / Programming. We will initiate a programming session with the City to consolidate all information, confirm City goals and objectives and to map out project budget expectations. We will undertake an early in field evaluation of all installation sites under consideration. Early communication with NC DOT and NC Zoo leadership will be made for input to better understand their intent and view their graphic archives. This will result in a branding document that will iron out the final scope of work, budget, fees and project approach.

Task Two: Concept Design. With early program and available design direction we will begin to develop alternative design directions and to establish a design narrative and brand integration between the City and the Zoo.

Task Three: Design Development - With one approved design direction in place, we will move to evolve the design toward scale, layout, materials, fabrication and number of pieces leading to obtaining preliminary budget pricing and City design approval.

SCHEDULE

We anticipated a project schedule for design (Phase One) and implementation (Phase Two) to be **twelve to fourteen months** based upon the estimated time which each phase of work is expected to require.

Pre-Design and Programming	4 weeks	MARCH	2021
Concept Design	8 weeks	APRIL-MAY	2021
Design Development	8 weeks	JUNE-JULY	2021
<i>Design Intent Bid Drawings</i>	<i>8 weeks</i>	<i>AUGUST-SEPTEMBER</i>	<i>2021</i>
<i>Fabrication/Construction</i>	<i>18 weeks</i>	<i>JANUARY-MAY</i>	<i>2022</i>

DESIGN FEE ESTIMATE – Phase One

There are a few scope variables still to be resolved including the size and number of sculptures, levels of landscape plantings, lighting, and the number of interchange supporting the sculptures. Our preliminary assessment estimates design services through Phase Three Design Development would require **Phase One design fees in the range of \$170,000 to \$185,000** depending on the final scope of services rendered.

We are very excited and pleased to have this opportunity to work on a special branding project with the City of Asheboro. We hope that this outline provides clarity and special insight into the design process for placemaking and branding. While there are several program and scope topics to resolve, we expect to have a constructive dialog with the Engineering Department and City leadership to craft a proposal response that meets the City expectation and budget needs. This means that if our proposed outline of our understanding of the City's intent for this project need to be adjusted, we are open to a reconsideration of scope, schedule and fee adjustment accordingly.

We look forward to the opportunity to partner with the City of Asheboro on this visionary project.

Best Regards,



Larry Zucchini, FASLA , JDavis
Partner

Jan Lorenc, Lorenc + Yoo
Partner

ORDINANCE TO AMEND THE ECONOMIC & TOURISM DEVELOPMENT
FUND
FY 2020-2021

WHEREAS, the City of Asheboro continues to look for ways to support promote Asheboro and the surrounding businesses, and;

WHEREAS, NCDOT started building a 14.4 mile highway interchange between I-73 and I-74 and US HWY 64 Asheboro in June 2015 and the segment was opened on December 18, 2020, and;

WHEREAS, the City recognizes a branding opportunity to the City of Asheboro, the NC Zoo and the region by establishing unique, creative and implementable designs at six highway interchanges of the I-73/I-74 corridor that will leverage the economic synergies between the City of Asheboro and the NC Zoo, and;

WHEREAS, the City desires to allocate funding and appropriate for the expense in the Economic and Tourism Development fund, and;

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

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

That the following Revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
72-354-1000	Allocation for Branding on HWY 64 bypass- Phase I	\$150,000

That the following expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
72-800-0004	Branding on HWY 64 bypass- Phase I	\$150,000

Adopted this the 4th day of February 2021.

David H. Smith, Mayor

ATTEST:

Holly H Doerr, CMC, NCCMC, City Clerk

City of Asheboro

146 North Church Street
P O Box 1106
Asheboro, N. C. 27204-1106



Tel: 336-626-1201

Fax: 336-626-1218

January 14, 2021

NC DOT
Division of Aviation
ATTN: Ms. Rachel Bingham
1050 Meridian Drive
Morrisville, NC 27560

Dear Ms. Bingham,

The City of Asheboro Engineering Department has reviewed the proposed expenses for WA#5 and find them to be acceptable when compared to previous expenses for similar project tasks.

Thank you for your consideration.

Sincerely,

Michael L. Leonard, PE
City Engineer

**ASHEBORO REGIONAL AIRPORT
WORK AUTHORIZATION NO. 5**

Hangar Acquisition Assistance

January 12, 2021

Contract Dated Nov. 10, 2016

Project Description

The OWNER desires to acquire an existing T-Hangar Building located at the airport, identified as Existing Facilities Unit #1. See Exhibit No.1. The OWNER anticipates grant funding from the NCDOT/Division of Aviation to acquire the hangar in fee simple title to include associated preparatory and legal costs. It is proposed that the Engineer will coordinate and provide services necessary for the Owner to purchase the hangar in accordance with applicable guidelines per FAA and US Code for Real Property Acquisition and eligibility to receive reimbursement of the purchase through grant funds administered by NCDOA.

All costs associated with the proposed transactions are eligible and reimbursable to the Owner under NPE Grants at a ratio of 90% Federal and 10% Local Match.

This Work Authorization is for the ENGINEER to provide those required and related services necessary in the support of this property acquisition identified in the following Scope of Work.

Special Services

1. Project Formulation: The ENGINEER will assist OWNER in initial grant form preparation, project coordination with review agencies and Sub-consultant coordination, complete grant application forms & subsequent requests for reimbursement.
2. Land Acquisition Assistance: The ENGINEER will subcontract services as required to coordinate, prepare, and present an offer to the property owner for the purchase of property which includes; Solicit, coordinate and select appraisers, environmental screeners for property acquisition. Prepare initial property owner notification letter, permission slip, mail/review documents and respond to property owner questions. Conduct Initial property owner interviews. Prepare and present written offer to purchase the property.

Negotiate as necessary. Attend and assist with closing; coordinate with attorney. Track expenditures and maintain files.

3. Land Appraisal: The ENGINEER will subcontract and coordinate the appraisal efforts necessary to establish a Fair Market Value of the property.
4. Environmental Screening: The Engineer will subcontract and coordinate the environmental screening process (Transaction Screen Process-TSP - in accordance with Standard Practice guidelines as referred to in ASTM-1528-06) to identify any environmental concerns that may be present and associated with the property.
5. Environmental Documentation (CATEX) The CONSULTANT will provide the following Services.

Documented CATEX: Pursuant to Order 1050.1F paragraphs 5-6.4.u and ff., A Categorical Exclusion (CATEX) will be issued for the project and will be prepared in accordance with FAA Order 1050.1 Environmental Impacts: Policies and Procedures, FAA Order 5050.4, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions and FAA Environmental Desk Reference for Airport Actions.

Facilitation of up to two rounds of review comments with NCDOA of final documentation will be provided. If required, additional facilitation of review comments beyond these two rounds will be provided as an additional service and is excluded from this scope of services. Review and approval of document will be performed by NCDOA. Documented CATEX will also include the following:

- a. Completion of the ARP SOP 5.1 Appendix A “Documented CATEX” Form and generation of supporting Exhibits and documentation.
- b. Site Visit and field check will be completed to determine the presence or absence of Wetlands, Waters of the US and other applicable ecological resources. United States Army Corp of Engineers (USACE) and North Carolina Division of Water Resources (DWR) data forms will be completed for any Waters of the US or channelized drainage features within the project area.
- c. GPS positions will be recorded for any observed Waters of the US found onsite.
- d. Inter-agency scoping will be conducted to notify agencies of the

proposed work and the existing resources within the project area in order scope anticipated impacts of the project. Scoping efforts include notification to the following agencies:

- i. US Fish and Wildlife
- ii. State Environmental Review Clearinghouse
- iii. United States Army Corps of Engineers

Based on existing knowledge of the site, it is not anticipated that environmental determinations, a protected species survey or other formal regulatory agency coordination will be required. These items and any other item not listed above are excluded from this task.

Deliverables

1. Appraisal Reports, Environmental Screening Report, and Purchase Offers.
2. Grant applications, agreements, reimbursements, etc. as necessary for the Owner to comply with and receive reimbursement in accordance with grant requirements.
3. Environmental Documentation-CATEX (NEPA and FAA SOP 500 compliant)

Not included (provided by the OWNER) are Property Surveys or Property Title Work required by the closing attorney.

SCHEDULE

Anticipating the submittal of the RFA on January 18, 2021. The acquisition efforts will run concurrently with the grant development. The offer acceptance is anticipated by March 19th closing April 16th. See Exhibit No 2 for detailed schedule.

Fee Schedule

The OWNER will pay, and the ENGINEER agrees to accept as full compensation for services under this Amendment a fee of Twenty-Six Thousand Two Hundred Nineteen Dollars (\$26,219) as indicated.

Project Formulation	\$ 7,446	Lump Sum
Environmental Documentation (CatEx)	\$ 6,273	Lump Sum
T-Hangar, Existing Facilities Unit #1– Fee Simple		
Land Acquisition Assistance & Expenses	\$ 6,800	At Cost
Land Appraisal	\$ 3,400	At Cost
Environmental Screening	\$ 2,300	At Cost

Owner:

City of Asheboro

Engineer:

W.K. Dickson & Co., Inc.

John Ogburn
City Manager

Brian L. Tripp, PE
Vice President

This instrument has been pre-audited in the manner required by the local government and budget fiscal control act.

Finance Officer

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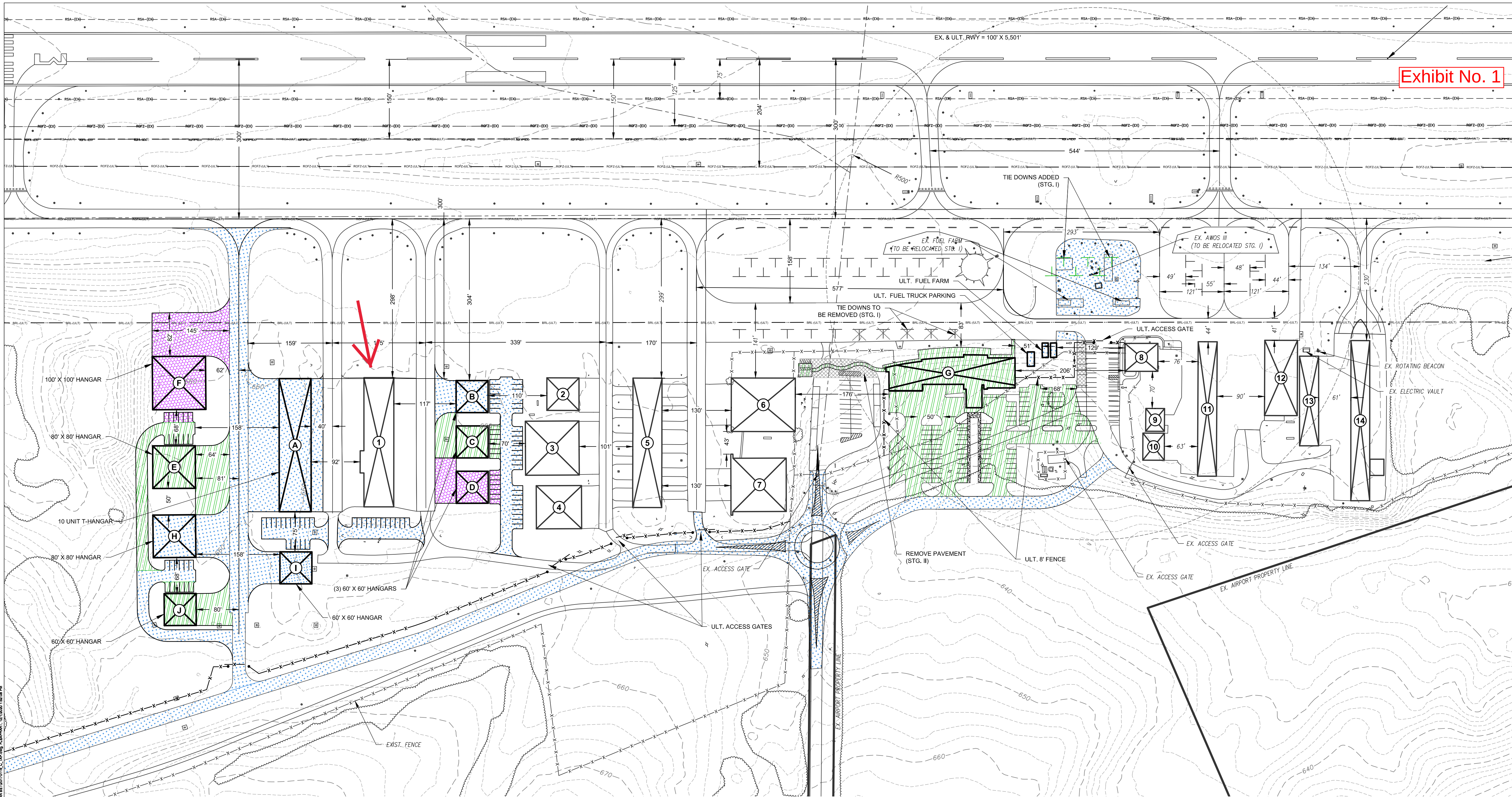
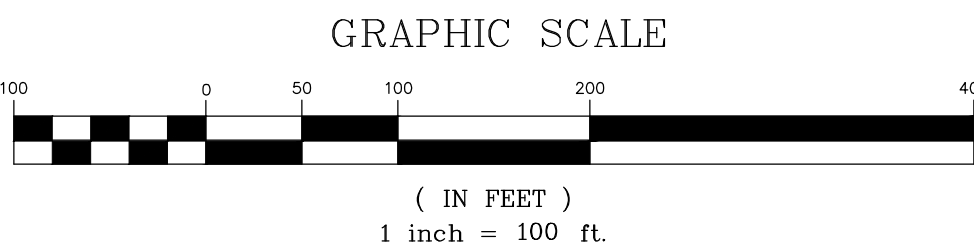


Exhibit No. 1

EXISTING FACILITIES TABLE				
UNIT #	OWNER/OCCUPANT	UNIT TYPE	UNIT SQ. FT.	TOP ELEVATION
1	CITY OF ASHEBORO	10 UNIT T-HANGAR	13,915	679.0
2	CITY OF ASHEBORO	CORPORATE HANGAR	3,600	688.1
3	CITY OF ASHEBORO	CORPORATE HANGAR	10,000	688.4
4	CITY OF ASHEBORO	CORPORATE HANGAR	6,875	685.8
5	CITY OF ASHEBORO	10 UNIT T-HANGAR	13,264	678.9
6	CITY OF ASHEBORO	N.C. AVIATION MUSEUM	12,066	685.7
7	CITY OF ASHEBORO	N.C. AVIATION MUSEUM	10,000	688.9
8	CITY OF ASHEBORO	TERMINAL BUILDING	3,245	671.0
9	CITY OF ASHEBORO	CORPORATE HANGAR	1,506	666.6
10	CITY OF ASHEBORO	CORPORATE HANGAR	2,048	668.5
11	CITY OF ASHEBORO	10 UNIT T-HANGAR	8,968	674.5
12	CITY OF ASHEBORO	3 UNIT HANGAR	8,686	678.8
13	CITY OF ASHEBORO	4 UNIT HANGAR	6,041	686.0
14	CITY OF ASHEBORO	12 UNIT T-HANGAR	10,651	670.6

PLANNED FACILITIES TABLE			
UNIT #	UNIT TYPE	UNIT Sq. Ft.	EST. TOP ELEVATION
A	10 UNIT T-HANGAR	15,000	679
B	CORPORATE HANGAR	3,600	688
C	CORPORATE HANGAR	3,600	688
D	CORPORATE HANGAR	3,600	688
E	CORPORATE HANGAR	6,400	685
F	CORPORATE HANGAR	10,000	687
G	TERMINAL	26,739	687
H	CORPORATE HANGAR	6,400	684
I	CORPORATE HANGAR	3,600	680
J	CORPORATE HANGAR	3,600	679



NOTES

- ALL LATITUDE AND LONGITUDE COORDINATES ARE IN NAD '83 FORMAT.
- ALL ELEVATIONS SHOWN ARE IN REFERENCE TO NAVD 88.
- PLANIMETRICS/CONTOURS WERE OBTAINED JANUARY 2018 BY GPI.
- MAGNETIC VARIATION CITED ON THE NORTH ARROW WAS CALCULATED ON THE NOAA WEBSITE: <http://www.ngdc.noaa.gov/geomag/web>

LEGEND		
EXISTING	DESCRIPTION	ULTIMATE
---	RUNWAY MARKING	---
---	RUNWAY SAFETY AREA (RSA)	---
---	RUNWAY OBJECT FREE AREA (ROFA)	---
---	RUNWAY OBSTACLE FREE ZONE (ROFZ)	---
---	RUNWAY PROTECTION ZONE (RPZ)	---
---	TAXIWAY SAFETY AREA (TSA)	---
---	TAXIWAY OBJECT FREE AREA (TOFA)	---
---	BUILDING RESTRICTION LINE (BRL)	---
---	AIRPORT PAVEMENT	---
---	AIRPORT REFERENCE POINT	---
---	AIRPORT BUILDINGS	---
---	OTHER BUILDINGS	---
---	AIRPORT PROPERTY LINE	---
---	AIRPORT EASEMENT LINE	---
---	OTHER PROPERTY LINES	---
---	RAILROAD	---
---	FENCE	---
---	ROADS	---
---	TREE LINE	---
---	WETLANDS	---
---	GROUND ELEVATION CONTOURS	---
---	DITCH/CREEK	---
---	THRESHOLD LIGHTS	---
N/A	PAVEMENT TO BE REMOVED	---
STAGE I (0 - 5 YRS.)	STAGE II (6 - 10 YRS.)	STAGE III (11 - 20 YRS.)

WK DICKSON
community infrastructure consultants
1320 MAIN STREET
SUITE 400
COLUMBIA, SC 29201
(803) 786-4261
(803) 786-4263
WWW.WKDICKSON.COM
NC LICENSE NO. F-0374

REVISION RECORD

DESCRIPTION

DATE

NO

PROJECT NAME:

ASHEBORO REGIONAL AIRPORT (HBI)
AIRPORT LAYOUT PLAN
ASHEBORO, NORTH CAROLINA

DRAWING TITLE:

TERMINAL AREA PLAN

PROJ. MGR.: JJB
DESIGN BY: FDL
DRAWN BY: FDL
PROJ. DATE: 12-02-2020
DRAWING NUMBER:

9 OF 11

WKD PROJ. NO.:
20170116.00.CL

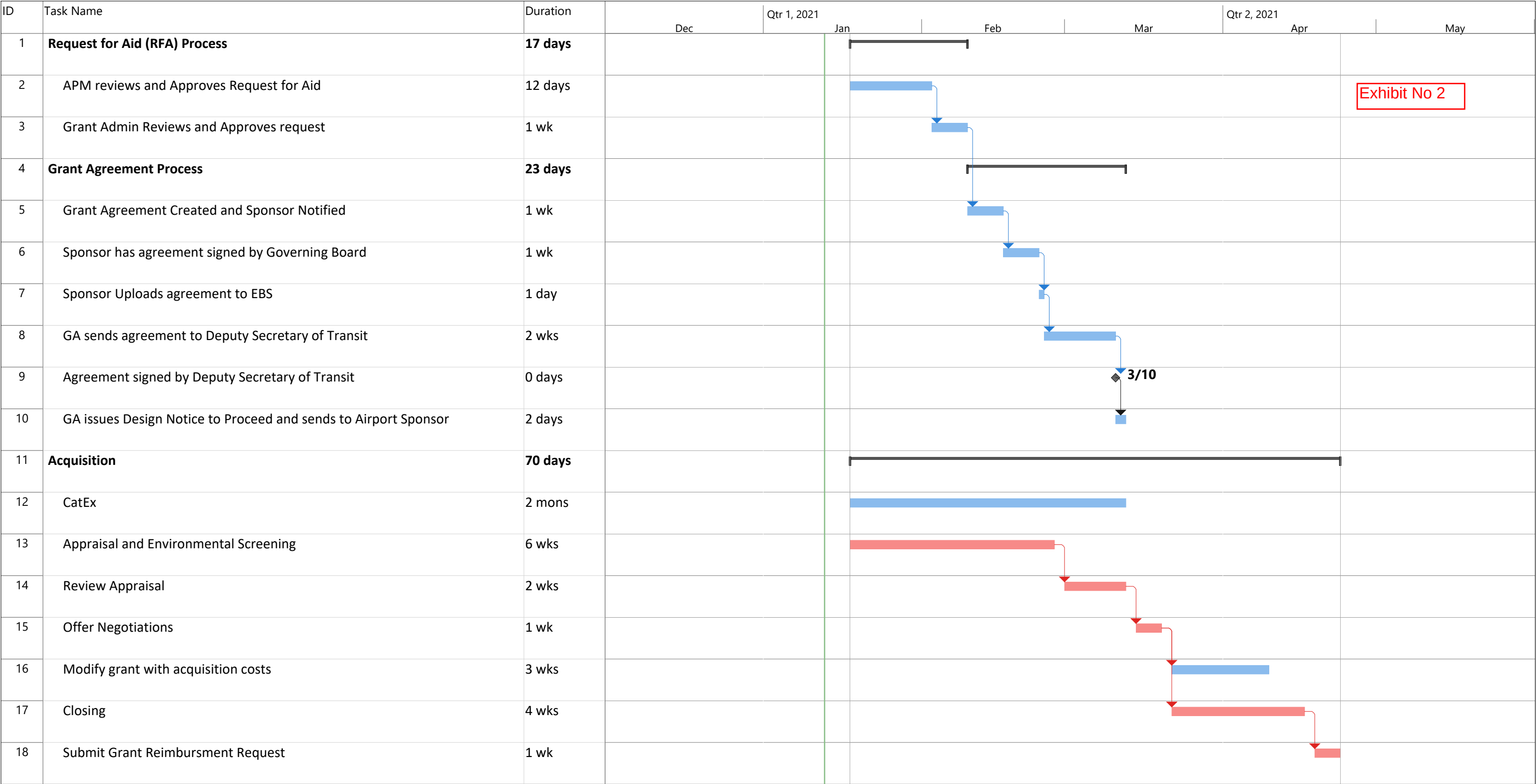


Exhibit No 2

3/10

Project: Asheboro Regional Airport
Date: Wed 1/13/21

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

Critical Split

Progress

Manual Progress

Page 1

[illegible]

PROJECT TITLE: Asheboro Regional Airport, Hangar Acquisition					DATE PREPARED: 01-12-21					AVIATION NUMBER:				
PREPARED BY: GMK					TIP NUMBER:					WBS NUMBER:				
TASK NUMBER	PHASE AND TASK DESCRIPTION	Employee Classifications												SUB-TOTAL
		Principal	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Sr. Civil Designer	Civil Designer	Const. Observer				Admin. Manager	
	<u>Special Services</u>													
	Environmental Documentation													
1	CatEx			24.00				6.00					8.00	38.00
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From Expenses Tab

ALL ACQUISITIONS, INC.

ASHEBORO REGIONAL AIRPORT **HANGAR #1 ACQUISITION** **January 11, 2021**

<u>TASK</u>	<u>ESTIMATED TIME FRAME</u>
Solicit Subcontractors Fees, Prepare Spreadsheets/Contracts	4.00 Hours
Title Search Coordination	4.00 Hours
Initial Letter/Permission Slip Letter/File Set Up	6.00 Hours
Coordinate Appraisal, Review Appraisal & Environmental	6.00 Hours
Notification Letters of Appraisal, Review Appraisal & Env.	4.00 Hours
Review/Coordination of Appraisal, Review Appraisal & Env.	4.00 Hours
Prepare Written Offer to Purchase	6.00 Hours
Present Written Offer to Purchase	6.00 Hours
Negotiations (Based on Willing Seller)	6.00 Hours
Closing Coordination	4.00 Hours
General Administrative Duties - Monthly Commission Meetings, Update Spreadsheets for Grants, Filing, Etc.	15.00 Hours
Prepare NCDOT Closeout Books	15.00 Hours
TOTAL	80.00 HOURS

80.00 Hours @ \$85/Hour = \$6,800.00

TOTAL \$6,800.00

Terri L. Jenkins
Post Office Box 2073, Monroe, NC 28111-2073
704-221-0166 704-226-9993 (Fax)
tjenkins@allacquisitions.com

January 11, 2021

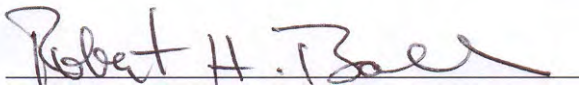
Terri Jenkins
Land Acquisition/Relocation Specialist
W.K. Dickson & Company, Inc.
PO Box 2073
Monroe, NC 28111

Dear Terri:

Our fee for the appraisal acquisition of Asheboro Regional Airport Hanger Unit#1, 13915 sq. ft. is \$3400 with 30-45 days for completion after receiving notice to proceed and a copy of current lease.

Please contact me should you have any questions regarding this quote.

Sincerely,

A handwritten signature in dark ink, reading "Robert H. Ball", written over a horizontal line.

Robert H. Ball
State Certified General Real Estate Appraiser



ECS Southeast, LLP

Proposal for Phase I Environmental Site Assessment

Asheboro Regional Airport – Hangar #1
2222 Pilots View Road, Asheboro, North Carolina

For: WK Dickson & Co., Inc.
1213 West Morehead Street, Suite 300, Charlotte, North Carolina

ECS Proposal Number 49:22184P

January 12, 2021





ECS Southeast, LLP

"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

January 12, 2021

Mr. Greg Kershaw
WK Dickson & Co., Inc.
1213 West Morehead Street
Suite 300
Charlotte, North Carolina 28208

ECS Proposal No. 49:22184P

Reference: Proposal for Phase I Environmental Site Assessment, Asheboro Regional Airport – Hangar #1, 2222 Pilots View Road, Asheboro, Randolph County, North Carolina

Dear Mr. Kershaw:

ECS Southeast, LLP (ECS) is pleased to provide WK Dickson & Co., Inc. with this proposal for performing a Phase I Environmental Site Assessment (ESA) for the referenced property. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated fees for completion of the proposed services.

We understand the property is located at 2222 Pilots View Road in Asheboro, Randolph County, North Carolina. Based on the information available, a property description is noted within the attached proposal along with a description of our scope of services.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us.

ECS Southeast, LLP

A handwritten signature in black ink, appearing to read 'Tyler Watkins'.

Tyler Watkins
Assistant Staff Project Manager
twatkins1@ecslimited.com
336-856-7150

A handwritten signature in black ink, appearing to read 'Tina M. Stewart'.

Tina M. Stewart, REM
Environmental Principal
tstewart@ecslimited.com
336-856-7150

PROJECT INFORMATION AND SCOPE OF SERVICES

Project Description

We understand the subject property is located at 2222 Pilots View Road in Asheboro, Randolph County, North Carolina. According to the Randolph County Online GIS website, the subject property consists of an approximate 1.5 acre portion of the parent parcel identified as Parcel Identification Number (PIN) 7639-45-4641 and is owned by Neal Coltrane. Based on the available information, the subject property is developed with an approximate 15,000 square foot building referred to as Hangar #1 and the building is owned by Asheboro Regional Airport.

Scope of Services

Based on our understanding of the subject property and plans for future activities, ECS has prepared the following Scope of Services.

Phase I Environmental Site Assessment

The Phase I Environmental Site Assessment (ESA) will be prepared in general accordance with ASTM Standard E1527-13, Standard Practice for Phase I Environmental Site Assessments. We note that there may be some instances that require an adjustment to the quoted price for this Phase I ESA if supplemental investigation, additional lender requirements or other services, beyond the scope outlined in this proposal, are requested. We would notify you in advance if these additional services would result in increased fees.

To expedite the preparation of the Phase I ESA, please provide ECS with the following:

1. Copies of updated site plans/plots which you may have available;
2. A point of contact for site access;
3. A current chain-of-ownership for the subject property (preferably dating back to 1940 or earlier);
4. The name and telephone number of the current owner so that ECS may conduct an interview; and,
5. The completed User Questionnaire which is attached.

In accordance with the ASTM protocol, it is the obligation of the "User" (i.e., the party relying on the report) to report to the environmental professional (i.e., ECS) any environmental liens encumbering the property or any specialized knowledge or experience of the User that would provide information about previous ownership or uses of the property that may be material to identifying recognized environmental conditions. Based on this, ECS requests any previous environmental information related to the property.

We have attached the User Questionnaire to assist the User and the environmental professional (ECS) in gathering information from the User that may be material to identifying recognized environmental conditions with respect to the site. The User of a Phase I ESA report is the party or entity to whom the report is addressed, and who will utilize the report in considering environmental conditions on the subject property. The purpose of the User Questionnaire is to

provide you, the User, with an opportunity to disclose any environmentally pertinent information that you may have regarding conditions or prior occupants of the property. All answers should be provided only to the best of your current knowledge; completion of the User Questionnaire should not require additional research by the User or inquiry to the current property owner. ECS will attempt to conduct separate interviews with the current property owner, provided that a point of contact for the owner is provided and they are responsive. As the User of the report, please complete the attached User Questionnaire and return it with the signed proposal. We request the User Questionnaire be completed and returned to ECS at the same time this proposal is authorized in order to avoid delay to delivering the final report. This User Questionnaire will be included in the Phase I ESA Report and will assist in satisfying the "User's Responsibilities" portion of the ASTM Standard.

In addition, the ASTM standard also requires a search for the existence of environmental liens and activity and use limitations (AULs) in accordance with 40 CFR Part 312. If this information is not readily available, ECS can contract with a third party provider to conduct this search for an additional fee. It should be noted that failure to obtain this information may preclude your ability to qualify for certain liability protections under CERCLA. Please indicate on the attached authorization page if you would prefer ECS to obtain this information on your behalf for an additional fee of \$250.00 per parcel.

ECS will prepare one Phase I ESA Report for the subject property. A copy of the report will be forwarded electronically upon completion of the project.

Out of Scope Items

If, during the performance of our scope of services, additional environmental issues are identified that are beyond the Scope of Services outlined within this proposal, ECS may contact WK Dickson & Co., Inc. to discuss the relevance and significance of the finding in order to determine if the finding merits additional assessment, inclusion in our final report, or a modification to our Scope of Services and fee.

Safety

ECS personnel are responsible for their own personal safety. While on site, if ECS personnel deem a condition unsafe and the performance of our scope of services cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with the scope of services in that area until the unsafe condition is corrected. Access delays associated with safety concerns may result in additional fees.

PROJECT FEES AND SCHEDULE

Project Fees

ECS will provide the proposed scope of services for the lump sum fee of \$2,300.00, with the exception of additional services selected by the client. Our fee is based on the chain of title, third party AUL search and property owner/contact information being provided by you or your agents.

Meetings

Meetings requested by WK Dickson & Co., Inc. beyond the Scope of Services outlined above will be invoiced on a time and materials basis. Meetings after typical office hours (Monday through Friday 8 am to 5 pm) will be invoiced at 1.5 times the normal rate.

Project Schedule

We anticipate that the Phase I ESA can be completed within two weeks from authorization to proceed provided that site access is granted promptly. We will proceed with the accepted services upon receipt of written authorization. If this schedule does not meet your needs, please contact ECS to discuss an expedited deadline.

If areas of the property cannot be observed due to inaccessibility or unsafe conditions beyond the control of ECS, ECS will wait until such time either that the area is accessible or the unsafe conditions are corrected. If ECS must make additional visits to the site, a change order will be provided for our additional fees.

If other items are required because of unexpected field conditions encountered in our fieldwork, or because of a request for additional services, they would be invoiced as an agreed-to lump sum fee or in accordance with the ECS Fee Schedule (available upon request) in effect at the time of the service. Before expanding our scope of service that increased our fee, you would be informed of our intentions for both your review and authorization.

LIMITATIONS AND ASSUMPTIONS

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed and the materials sampled at the time this study will be undertaken. The assessment is not intended to represent an exhaustive research of every potential hazard or condition that may exist, nor does it claim to represent conditions or events that arise after the assessment.

We have made the following assumptions in developing this proposal:

- Prices presented herein are valid for 120 days from the date of this proposal.
- One color electronic version (PDF format) of the report will be provided upon completion of the project. If requested, hard copies may be provided for a nominal fee.
- Please note that ASTM standard indicates that regulatory agency files available for the subject site or adjoining properties should be reviewed and failure to do so may result in data gaps in our report. The lump sum fee offered for the Phase I ESA does not include expanded reviews of regulatory files for the subject site and/or adjacent properties which are not available electronically, or if the file information may not be reasonably ascertainable within the project schedule. If the site and/or adjacent properties are identified on federal or state regulatory lists, and if a file review is warranted, ECS will contact you. An additional fee may be necessary depending on the location and volume of information pertaining to these regulatory files.

- If requested, ECS can provide reliance letters for our reports for an additional fee of \$250.00 per named relying entity. Future reliance offered by ECS would be bound to the same contracted Terms & Conditions of Service agreed to between WK Dickson & Co., Inc. and ECS.

PROPOSAL ACCEPTANCE

Please complete the Proposal Acceptance page and return one copy to ECS to indicate acceptance of this proposal and to initiate services on the referenced project. The Client's signature indicates that he/she has the authority to bind the Client, that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

Cost Benefit Analysis of Hangar Purchase vs. New Construction

Purchase of Hangar N (10 Tee Hangars)

Purchase Price ~\$400,000
 \$360,000 NPE Funds - \$40,000 Match

Rental Revenue \$350/Hangar or \$3500 Monthly
 \$42,000 Annually

Projected Property Tax Revenue
 10 x (\$150,000 Average) = 1.5 Million
 Existing Revenue = \$9,975 Annually

Match Investment Costs Recaptured
 $\$40,000 / \$42,000 = 0.95 \text{ Years}$

New Construction 80'x80' (Single Executive Hangar)

Construction Price ~\$650,000
 \$585,000 NPE Funds - \$65,000 Match

Rental Revenue \$1000 Monthly
 \$12,000 Annually

Projected Property Tax Revenue *
 1 x (1.5 Million Average) = 1.5 Million
 New revenue = \$9,975 Annually

Match Investment Costs Recaptured
 $\$65,000 / (\$12,000 + \$9,975) = 2.96 \text{ Years}$

Current NPE Funds In Account

Grant Year	Grant Fund	Match Required	Total Available	Expiring Date	Allocated Funds
2017	\$84,461.00	\$ 9,400.00	\$93,861.00	Expiring May 2021 (Must be allocated by January 18, 2021)	Allocated to Hangar N purchase NCDOA will not allow a change to new construction or another project.
2018	\$150,000	\$ 16,700.00	\$166,700.00	Expiring May 2022	
2019	\$150,000	\$ 16,700.00	\$166,700.00	Expiring May 2023	
<u>2020</u>	<u>\$150,000</u>	<u>\$ 16,700.00</u>	<u>\$166,700.00</u>	Expiring May 2024	
TOTAL	\$534,461.00	\$59,500.00	\$593,961.00		

2021 Funds to be Received May 2021 - \$150,000 + \$16,700(Match) = **\$166,700**

Recommendation: The Engineering Department Staff recommends the purchase of the existing Hangar N, this will not only capture the expiring \$84,461 in NPE Funds but will also return investment cost (City's Match) 3.12 times faster than new construction. After this purchase there will be approximately \$360,000 in NPE Funds remaining that could be used towards the construction of the new hangar. If the rental proceeds are also applied toward the construction of a new corporate hangar construction costs will be paid off in less than 5 years.

*Income projection is based on the assumption that a corporate lease will be obtained immediately upon completion of construction.

Respectfully Submitted By: _____

Michael L. Leonard, PE
 City Engineer

STATE OF NORTH CAROLINA

ASHEBORO REGIONAL AIRPORT
MONTH-TO-MONTH HANGAR
LEASE AGREEMENT

COUNTY OF RANDOLPH

THIS ASHEBORO REGIONAL AIRPORT MONTH-TO-MONTH HANGAR LEASE AGREEMENT (the "Lease Agreement") is made and entered into, as of the date of the last signature affixed hereto, by and between the **CITY OF ASHEBORO (the "Landlord" or "City")**, a North Carolina municipal corporation with a mailing address of Post Office Box 1106, Asheboro, North Carolina 27204-1106, and the tenant or lessee listed in the immediately following spaces (the **"Tenant"**).

Tenant's Legal Name (Please Print): _____

If Tenant is not a natural person, print the legal entity's state of incorporation or formation: _____

If Tenant is not a natural person, print the name and title of the person authorized to act on behalf of the Tenant: _____

Tenant's Mailing Address: _____

WITNESSETH:

In consideration of the monthly rental fee set forth below and the other mutual promises contained herein, the parties agree as follows:

Section 1. PREMISES

1.1 Description of Premises. Landlord hereby leases to Tenant, and Tenant hereby accepts, the following designated area of aircraft hangar rental space (the "Premises") at the Asheboro Regional Airport:

Hangar _____ as shown in the cross hatch area on Schedule "C" (as amended through October 2013) for the Asheboro Regional Airport; Schedule "C" is attached to this leasing instrument as EXHIBIT 1 and is incorporated into this Lease Agreement by reference as if copied fully herein.

1.2 Condition of the Premises. Tenant accepts the Premises "AS IS" and subject to all applicable laws, inclusive of Constitutional law, federal and state statutes, federal and state case law, municipal ordinances, and federal, state, and municipal administrative rules and regulations of any kind that may impact the use of the property at the Asheboro Regional Airport. Tenant acknowledges that neither the Landlord nor the Landlord's officials, employees, or agents have made any representation or warranty as to the physical state of the Premises, or any present or future suitability of the Premises.

Section 2. TERM OF THE LEASE AGREEMENT

The term of this Lease Agreement shall be on a month-to-month basis beginning on the Commencement Date, which is the first day of the calendar month immediately following the date of the last signature fixed hereto, and continuing on a month-to-month basis thereafter. The Lease Agreement may be terminated by either party by giving at least 30 calendar days written notice as provided herein.

Section 3. TERMINATION OF THE LEASE AGREEMENT

3.1 30-Day Notice. This Lease Agreement is terminable with or without cause by either party upon 30 calendar days written notice setting forth a date of termination of the Lease Agreement (the "Date of Termination"). Upon notice of termination, Tenant shall be obligated to pay immediately any Basic Rental and additional charges, specifically including late charges, due and owing to the Landlord. Subject to an allowance for usual and reasonable wear and tear, when this Lease Agreement terminates for any reason, Tenant shall surrender the Premises in the same condition as when Tenant took possession of the Premises.

3.2 Removal of Personal Property. Upon the Date of Termination, Tenant shall vacate the Premises and immediately remove all personal property, specifically including without limitation the aircraft, from the Premises. If the Tenant fails to vacate the Premises or fails to remove all personal property from the Premises,

Landlord may seek to reenter and recover possession of the Premises by any lawful means. Landlord may also, at its election, dispose of any remaining personal property in the appropriate manner provided for by law and charge all costs associated with such disposal to the Tenant. Any personal property remaining on the Premises after the Date of Termination will be deemed to be abandoned by the Tenant.

Section 4. DURATIONAL LIMIT

Notwithstanding any other provisions contained within this Lease Agreement, and in compliance with Section 160A-272 of the North Carolina General Statutes and Asheboro City Council Resolution Number 29 RES 8-19, the Tenant's occupancy of the Premises cannot, under any circumstances, extend to a date in excess of one (1) calendar year from the Commencement Date.

Section 5. RENT

5.1 Rental Amount. Tenant agrees to pay the sum of \$_____ per calendar month as the Basic Rental for the Premises.

5.2 Payment of Basic Rental. Tenant agrees to pay, in advance, the Basic Rental on or before the first calendar day of each month, without any set-off or deduction of any kind. Basic Rental shall be paid by check or in any manner deemed acceptable by the City's finance department. Checks shall be made payable to the City of Asheboro and delivered to the City's finance department by delivery to Asheboro City Hall at 146 North Church Street, Asheboro, North Carolina 27203 or by using the United States Postal Service to mail Basic Rental payments to the City of Asheboro at Post Office Box 1106, Asheboro, North Carolina 27204-1106.

5.3 Acceptance of Lesser Amounts by Landlord. Any payment by the Tenant or acceptance by the Landlord of a lesser amount than shall be due from the Tenant shall be treated as a payment on account. The acceptance by the Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant. Landlord may, at its option, terminate the Lease Agreement in the event that Tenant fails to pay the Basic Rental obligation in a timely manner.

5.4 Invoices. The Landlord's issuance of any invoice is a courtesy performed for the Tenant and is not determinative of the amount of rent due and owing or the dates such obligations accrue, which are specified in the Lease Agreement.

5.5 Late Charges. In the event that Tenant fails to the above-described Basic Rental within ten (10) calendar days after such payment is due, Tenant shall be

obligated to pay a late charge in the amount of ten percent (10%) of the Basic Rental amount for the month ("Late Charges"). Late charges shall constitute additional rental and shall be payable with the next installment of Basic Rental.

Section 6. PERMITTED USE AND ACTIVITY

6.1 Permitted Use. Tenant may use the Premises for the sole purpose of keeping and maintaining a designated aircraft that is owned or leased by the Tenant (the "Permitted Aircraft"). In addition to the storage of a designated aircraft, the Premises may also be used for the storage of aircraft related equipment connected to or associated with the Permitted Aircraft. Parking of the Tenant's automobile on the Premises while the Permitted Aircraft is being flown is permitted. Any other use of the Premises is subject to the written approval of the Asheboro Airport Authority (the "Airport Authority").

6.2 Permitted Aircraft Form. The Permitted Aircraft must be listed and more specifically identified on the PERMITTED AIRCRAFT form (the "Aircraft Form") attached hereto as EXHIBIT 2, which is hereby incorporated into this Lease Agreement by reference as if copied fully herein. In the event that Tenant seeks to substitute a different aircraft for the one listed with the Landlord, the Tenant must submit a revised Aircraft Form to the Airport Authority for written consent. As part of the evaluation process for reviewing revised Aircraft Form submittals, the Airport Authority may request documents confirming the Tenant's legal interest in the proposed aircraft or other documents as deemed necessary in the reasonable discretion of the Airport Authority.

6.3 Use Restrictions. The Tenant shall not conduct or permit any activity on the Premises that violates any of the applicable laws, inclusive of Constitutional law, federal and state statutes, federal and state case law, municipal ordinances, and federal, state, and municipal administrative rules and regulations of any kind. The Tenant expressly agrees that the Premises shall not, at any time, be used for such purpose or in such manner that the sight, sound, or traffic into or out of the Premises could reasonably be considered to be objectionable or hazardous to the facilities and operations of the Asheboro Regional Airport. Any unapproved use of the premises shall be deemed a material breach of this Lease Agreement by the Tenant.

Section 7. UTILITIES

7.1 ☐ Utilities are included in the Basic Rental because the Premises are on a common meter.

7.2 ☐ Tenant shall pay for utilities supplied to the Premises.

Section 8. HVAC UNIT

- 8.1 ☐ No HVAC unit on the Premises.
- 8.2 ☐ Tenant maintains HVAC unit during the term of the Lease Agreement.

Section 9. MISCELLANEOUS EXPENSES

With regard to any expense not otherwise explicitly addressed to the contrary by this Lease Agreement, the Tenant is responsible for any and all expenses associated with its on-going use of the Premises. These expenses include, by way of illustration and not limitation, any applicable taxes, insurance, permits, and the cost of compliance with governmental regulations such as compliance with fire and safety inspections.

Section 10. OPERATING PROCEDURES AND LIMITATIONS

10.1 Environmental Hazards. In the event the Tenant brings any gasoline, paint solvent, or any other flammable liquids or otherwise potentially environmentally hazardous substances onto the Premises, such items shall be properly stored at Tenant's expense in compliance with all applicable laws, inclusive of Constitutional law, federal and state statutes, federal and state case law, municipal ordinances, and federal, state, and municipal administrative rules and regulations of any kind.

10.2 Aircraft Engines. Tenant will not operate aircraft engine(s) inside the hangar structure on the Premises and will not run-up aircraft engine(s) with propeller blast directed toward any hangar door, hangar, or other aircraft.

10.3 Securing of Aircraft. Tenant shall assure proper chocking and securing of aircraft after each usage. The Tenant is not required, but may leave hangar and aircraft keys with the Airport Manager for emergency use.

10.4 Portable Fire Extinguisher. Tenant shall provide, install, and maintain a suitable portable fire extinguisher in the hangar structure on the Premises.

10.5 Maintenance of the Hangar. At the Tenant's sole cost and expense, Tenant shall maintain the hangar structure on the Premises in a safe, clean, and sanitary condition. Tenant agrees to not allow refuse, garbage, or trash to accumulate on or adjacent to the Premises. Such waste materials must be kept in appropriate receptacles located in areas designated for such purposes and approved by the Landlord.

10.6 Prohibited Construction and Alterations. Unless advance written consent is obtained from the Airport Authority, Tenant shall not construct any structure or

facility on the Premises and shall not materially alter the existing hangar structure, floor, walls, or exterior. Likewise, unless advance written consent is obtained from the Airport Authority, Tenant shall not materially alter any common use areas adjoining the Premises. For the purposes of this section of the Lease Agreement, a material alteration is defined as any alteration that significantly alters the appearance, character, or composition of the hangar or any of its structural components. Upon receipt of notice from the Landlord of the discovery of construction or alteration violation(s) for which the Tenant is responsible, Tenant agrees to correct immediately each and every violation.

Section 11. AIRPORT AUTHORITY RULES AND REGULATIONS

Tenant hereby agrees to strictly comply with the Airport Authority rules and regulations in effect, and as amended, during the term of the Lease Agreement.

Section 12. LANDLORD ACCESS

The Landlord hereby expressly reserves for itself, and its officers, employees, contractors, and the Airport Authority, the right to enter the Premises and any part thereof at reasonable times to make inspections designed to ensure compliance with the terms and conditions of the Lease Agreement; to exhibit the Premises to prospective Tenants; to perform any acts reasonably related to the preservation of the Premises; and to enforce reasonably required safety and health regulations affecting the nature of the structure located on the Premises and the operations therein.

Section 13. PROHIBITION OF LIENS

Tenant shall keep the Premises free and clear from all liens of mechanics and materialmen and all liens of a similar character arising out of the Tenant's use of the Premises.

Section 14. PROHIBITION OF ASSIGNMENT AND SUBLEASING

Tenant is prohibited from assigning or subleasing all or any portion of the Premises.

Section 15. RISK OF LOSS

Landlord shall not be liable for loss arising out of damage to or destruction of the Premises or its contents from any cause, except such loss as may be recoverable under the Landlord's standard liability insurance policy. In the event of the partial or total destruction of the Premises and any contents located therein, the risk of loss lies entirely with the Tenant. With regard to the issue of repairing or constructing a new hangar in the event of the partial or total destruction of the existing structure, the

Tenant hereby expressly acknowledges and agrees that the Landlord is under no obligation of any kind to repair the existing structure or to construct a new structure.

Section 16. INDEMNIFICATION

Tenant hereby agrees to defend, indemnify, and hold harmless the Landlord, the Asheboro City Council, the Airport Authority, and, in their official and individual capacities, the City's elected and appointed officers, employees, agents, volunteers, and contractors from any and all loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees, and judgments arising directly or indirectly from or in any manner related to Tenant's possession, occupancy, or use of the Premises.

Section 17. INSURANCE

17.1 Minimum Limits/Scope of Insurance. Prior to the Commencement Date of this Lease Agreement, Tenant shall procure and maintain at Tenant's own cost and expense, for the duration of the Lease Agreement, aircraft or general liability insurance against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operation, storage, maintenance, and use of aircraft arising from or related to this Lease Agreement. The required policy shall not exclude property damage to aircraft and other property of others in the care, custody, and control of the Tenant. The City of Asheboro shall be named as an additional insured on the policy. The policy shall provide limits of no less than \$1,000,000 per occurrence.

17.2 Verification of Coverage. On or before the Commencement Date of this Lease Agreement, Tenant shall provide to the Landlord a certificate of insurance verifying the existence of the insurance coverage required herein. The certificate of insurance must provide, at a minimum, for a 30-day notice of cancellation or non-renewal. The failure to supply the required verification of coverage in a timely manner shall not waive Tenant's obligation to provide the mandated documentation. The Landlord reserves the right to require complete certified copies of all required insurance policies, including endorsements, at any time.

Section 18. DEFAULTS AND REMEDIES

18.01 Defaults. The occurrence of any one or more of the following events shall constitute a material default or breach of this Lease Agreement by the Tenant:

- (A) The abandonment of the Premises by the Tenant;
- (B) The failure by the Tenant to make any payment of Basic Rental, or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three calendar days

after written notice of such failure to make a required payment has been given by the Landlord to the Tenant in accordance with Section 19 of this Lease Agreement;

- (C) Tenant becomes a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within 60 days);
- (D) The filing or execution of an attachment, encumbrance, lien, or stop work notice against either the Premises, Landlord, or Tenant in connection with the use or possession of the Premises;
- (E) The discovery by the Landlord that any material information provided by Tenant in connection with this Lease Agreement is materially false;
- (F) The failure by the Tenant to strictly comply with all applicable laws, inclusive of Constitutional law, federal and state statutes, federal and state case law, municipal ordinances, and federal, state, and municipal administrative rules and regulations of any kind;
- (G) Any unapproved or unauthorized transfer of any interest acquired under this Lease Agreement;
- (H) The failure to comply with any of the insurance requirements stated in this Lease Agreement;
- (I) The failure to comply with any other provision of this Lease Agreement other than as described above where such failure shall continue for a period of 15 calendar days after written notice of such noncompliance has been provided by the Landlord to the Tenant in accordance with Section 19 of this Lease Agreement; and
- (J) The occurrence of any other event described as constituting an event of default or breach elsewhere in this Lease Agreement.

18.02 Remedies. In the event of a material default or breach of this Lease Agreement by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy that that the Landlord may have by reason of such default or breach, avail itself of the following remedies, which are cumulative and not exclusive:

- (A) Landlord may seek to reenter and recover possession of the Premises by any lawful means available to it, in which case this Lease Agreement shall terminate immediately and Tenant shall immediately remove all

personal property, including aircraft, from the Premises. Tenant may choose to surrender possession of the Premises to Landlord by giving the Landlord notice of its intent to do so. Landlord may choose to accept Tenant's surrender of the Premises and agree not to evict Tenant on condition of Tenant's surrender. Upon Landlord's acceptance of Tenant's surrender of possession of the Premises, Tenant's tenancy terminates, and no future Basic Rental will come due. However, Tenant would still be obligated to pay the Landlord any and all outstanding unpaid rental amounts, fees, or late charges;

- (B) Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, delinquent rent, interest at the maximum amounts allowed by law on the delinquent rent, and reasonable attorneys' fees; and
- (C) Landlord may elect to pursue any other legal remedy or equitable remedy now or hereafter available to Landlord under the laws of the State of North Carolina.

Section 19. NOTICES

All notices, demands, requests, or approvals to be given under this Lease Agreement shall be given in writing and shall be given by hand-delivery, registered or certified mail, or regular first-class mail. Notice shall be deemed given if by hand-delivery, on the date of delivery; if by registered or certified mail, on the date indicated on the receipt for delivery; and if by regular first-class mail, five days after deposit of the notice, with postage fully prepaid, in a mailbox maintained by the United States Postal Service. Notices shall be addressed as follows:

All notices, demands, requests, or approvals from Tenant to Landlord shall be addresses as follows:

*City of Asheboro
Attn: City Manager John N. Ogburn, III
Post Office Box 1106
Asheboro, NC 27204-1106*

All notices, demands, requests, or approvals from Landlord to Tenant shall be addressed to Tenant's mailing address listed on the first page of this Lease Agreement.

Either party may change the addresses listed herein upon written notice to the other party in accordance with this section (Section 19 of the Lease Agreement).

Section 20. CONTROL OF ACCESS

Landlord, at its option and in its sole discretion, may at any time control and limit access to, in, or about the Asheboro Regional Airport for the public health, safety, welfare, or any public purpose. Landlord shall not be liable or responsible for any damages arising therefrom. Tenant further agrees that any such action by the Landlord does not entitle the Tenant to a proration of any Basic Rental or other fees or charges.

Section 21. WAIVER

No failure by Landlord to insist upon the strict performance of any agreement, term, covenant, or condition hereof; no failure by Landlord to exercise any right or remedy consequent upon a breach thereof; and no acceptance of full or partial payment(s) of rental during the continuance of any such breach shall constitute a waiver of any such breach, agreement, term, covenant, or condition. No waiver by Landlord of any breach by Tenant under this Lease Agreement or of any breach by any other tenant under any other lease of any portion of the Asheboro Regional Airport shall affect or alter this Lease Agreement in any way whatsoever. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act.

Section 22. LANDLORD'S MUNICIPAL REGULATORY AUTHORITY

Nothing in this Lease Agreement shall be construed as retraining, impairing, or restricting the City in its regulatory capacity, or granting any rights to the Tenant with respect to the use, occupancy, or operation of the Premises, in any manner inconsistent with the applicable laws, inclusive of Constitutional law, federal and state statutes, federal and state case law, municipal ordinances, and federal, state, and municipal administrative rules and regulations of any kind. This Lease Agreement does not grant to the Tenant any development rights with respect to the Premises, and any such development shall be subject to all applicable provisions in the Code of Asheboro, including, but not limited to, the Asheboro Zoning Ordinance.

Section 23. COUNTERPARTS

This Lease Agreement may be executed in several counterparts, each of which is an original, and all of which together constitute but one in the same document.

Section 24. GOVERNING LAW

This Lease Agreement has been made in the State of North Carolina and shall be governed, construed, and interpreted in accordance with the laws of the State of North Carolina.

Section 25. FORUM SELECTION

In the event any dispute concerning this Lease Agreement arises, suit may be brought only in Randolph County, North Carolina or the Middle District of North Carolina.

Section 26. MERGER OF NEGOTIATIONS

This Lease Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of any kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof.

Section 27. E-VERIFY

Pursuant to Section 143-133.3 of the North Carolina General Statutes, the Landlord, as a North Carolina municipal corporation, may not enter into this contract unless the Tenant and the Tenant's subcontractors, if any, comply with the requirements of Article 2 in Chapter 64 of the General Statutes. Article 2 in Chapter 64 establishes North Carolina's E-Verify requirements for employers. For the sole and limited purpose of creating a valid contract with the Landlord, the Tenant hereby represents and covenants that it and its subcontractors who may perform work on the Premises are compliant, and will remain compliant throughout the duration of this Lease Agreement, with Article 2 in Chapter 64 of the General Statutes.

**[The remainder of this page has been intentionally left blank.
Signature blocks for the parties are on the next page.]**

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the dates indicated below.

CITY OF ASHEBORO,
A North Carolina municipal corporation

By: _____
John N. Ogburn, III, City Manager

Date: _____

TENANT

By: _____
Signature of Authorized Person

Typed/Printed Name of Authorized Person

Typed/Printed Title of Authorized Person

Date: _____

EXHIBIT 1

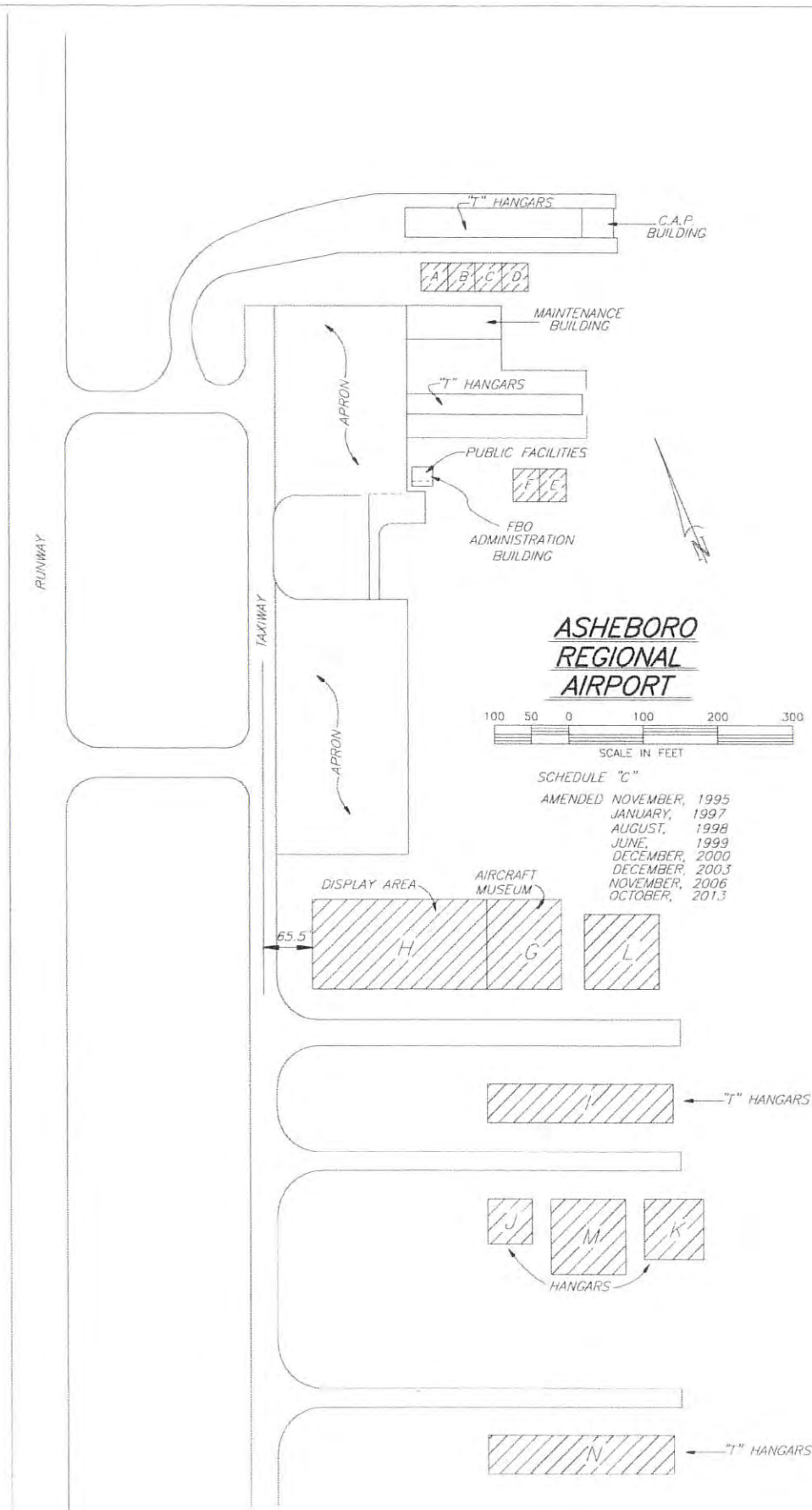


EXHIBIT 2

PERMITTED AIRCRAFT

Aircraft Make and Model: _____

Aircraft Registration No.: _____

Name(s) of Registered
Owner(s):
