AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, JANUARY 7, 2021, 7:00 PM

1. Call to order.

2. Silent prayer and pledge of allegiance.

3. Public comment period.

4. Mayor Smith and City Manager John Ogburn will lead the recognition of Master Police Officer Kevin P. Ingold for his years of dedicated city service.

5. Mayor Smith and City Manager John Ogburn will lead the recognition of Fire Battalion Chief C. Brian Lewis for his years of dedicated city service.

6. Deputy City Clerk Tammy M. Williams will provide an update on the city's participation in the Mayor's Fitness Challenge.

7. Consent Agenda:

   (a) Approval of the meeting minutes for the regular city council meeting on December 10, 2020.

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

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

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

   (e) Approval of an ordinance to amend the General Fund (FY 2020-2021).

8. City Attorney Jeff Sugg will present for a second reading, public hearing, and vote a construction and demolition debris landfill franchise ordinance requested by Asheboro Land Development, LLC.

   (a) Public Hearing

   (b) Council Action

9. Community Development Director Trevor Nuttall will introduce the following community development division items:

   (a) Quasi-Judicial Hearing: An application (RZ-CUP-20-12) to rezone a portion of the 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.

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

   (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 of Chapter 160D in the North Carolina General Statutes.

   (d) A request for council action on the reappointment of Van Rich to a 5-year term of office (January 1, 2021, to January 1, 2026) on the Asheboro Planning Board.

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

11. City Engineer Michael Leonard, PE will introduce the following Asheboro Regional Airport items:

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

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

(c) An update on US64 bypass signage and the need for the installation airport directional signage.

12. City Manager John Ogburn will introduce the following 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.

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

    (c) A request for the council to authorize Mayor Smith to execute the documents necessary for undertaking the Community Development Block Grant Coronavirus (CDBG-CV) grant awarded to the city.

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

14. Adjournment.

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

The Asheboro ABC Board met on Monday, November 2, 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 October 5, 2020, meeting were reviewed and approved by the Board. The Chair directed the GM to sign the minutes for her.

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

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

Since March 23, 2020, all employees working the sales floor and registers have received an additional $2.00 per hours COVID-19 Hazard Pay. Upon motion by the Steve Knight, the Board approved extending the pay through December 31, 2020, and revisiting the issue at the January meeting.

The Board discussed its ABC Law Enforcement Services Contract with the Asheboro Police Department (APD), the provisions requiring underage compliance checks, and issues related to the COVID-19 pandemic. Upon motion by Bob Morrison, the Board waived the compliance check requirements of the contract for calendar year 2020. The Board further directed the GM 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.

Upon motion by Bob Morrison, the Board approved going into a closed session to discuss a personnel matter as permitted by § 143-318.11(a)(6).

Upon returning from the closed session, the Board continued its regular session.

Asheboro ABC Policy Section 33 provides the Board may grant bonus pay at such times as it deems appropriate. After discussion, Steve Knight moved to approve payment of a Christmas bonus equal to 3% of an employee's salary during the period beginning December 1, 2019, and ending November 30, 2020, with a minimum payment of $100. The motion was approved by the Board.

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

1. Asheboro ABC sales statistics comparing:

    - October 2020 sales with the previous month indicate:
        - An overall +18.3% change (all sales and tax collections)

    - October 2020 sales with sales from the same month last year indicate:
        - Retail Sales +39.3%
        - Mixed Beverage Sales: +14.8%
        - Sales Tax Collections: +39.3%
        - Overall Collections: +36.31%

    - October 2020 bottle sales with bottle sales from the same month last year indicate:

        - Retail Bottle Sales: +18.9%
        - Mixed Beverage Bottle Sales: +10.9%
        - Overall Bottle Sales: +18.4%

The next regular Asheboro ABC Board meeting will be held Tuesday, December 7, 2020, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 11-2-20 RJ GM

Stephen R Knight
Robert E Mourson
Brooke Lamiley By RJohnson

Rev. 4/19

PROFESSIONAL SERVICES AGREEMENT

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

This Agreement is entered into by City of Asheboro, hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Asset Inventory and Assessment Grant for Sanitary Sewer Collection System.

II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.

III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of One Hundred Fifty-Seven Thousand Five Hundred Dollars, $157,500.00.

If FNI's services are delayed or suspended by Client, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.	**City of Asheboro**
By: CB	By:
CHARLES B. ARCHER, VICE PRESIDENT	
Print Name and Title	Print Name and Title
Date: 1/4/2021	Date:
ATTEST: B White	ATTEST:

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

Finance Officer　　　　Date

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) understands that the City of Asheboro (City) requires assistance in completing an Asset Inventory and Assessment (AIA) Grant for the sanitary sewer collection system.

FNI will address connectivity errors in the wastewater GIS and update key attributes (diameter, age, material, and invert and rim elevations) for use in developing a hydraulic model and risk-based assessment of the wastewater lines. Model verification exercises will be performed based on the results of SCADA data, and City provided wastewater flow monitoring data. FNI is not conducting flow monitoring as part of this contract, all recorded field data will be provided by the City. Wastewater system modeling will be performed for existing conditions to develop wastewater system improvements. FNI will conduct a risk-based assessment of the wastewater lines based on available data from the GIS, work orders and system performance data.

A wastewater system capital improvements program (CIP) will be developed with project descriptions, cost estimates, drivers, triggers, and mapping. The assumptions, methodology, results, and recommendations of this study will be summarized in an Asset Inventory and Assessment report.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Task A – Data Collection and Review

A1. Project Management
Perform general administration duties with the project, including progress meeting scheduling, general correspondence, office administration, and monthly invoicing. FNI will provide monthly one-page reports describing the work completed to fulfill NCDEQ disbursement requirements.

A2. Project Kickoff Meeting
FNI will meet with the City to review the scope, project team and schedule of the project, and present a data request memorandum. The data request memorandum will include:

- Updated wastewater collection system GIS data (originally received September 2019)
- Updated lift station inventory (originally received September 2019)
- Lift station pump curves
- As built drawings
- Utility billing data
- Wastewater flow monitor data
- Wastewater SCADA/telemetry data
- Work order history
- Recent SSO reporting (since September 2019)
- Other pertinent data

Task B – Model Development and Calibration and Existing System Analysis

B1. Evaluate and Review Wastewater System GIS

Based on a preliminary review of the City's GIS, wastewater pipes generally have a diameter assigned but are missing installation year and material. FNI will recommend a unique ID protocol if one is not already in place. FNI will interview City staff and review generalized historical mapping to estimate the installation year and material attributes. Specifically for pipes to be modeled (10-inch and larger and key 8-inch pipes), FNI will provide up to fifty (50) hours of FNI staff time to assist the City with collecting pipe invert elevation data and confirming network connectivity from as built drawings and survey data, among other available data sources. A protocol will be identified to incorporate new data into GIS features, such as available information on material, age, size, and invert data.

B2. Model Development

FNI will develop the wastewater model in the *SewerGEMS* software by *Bentley* using the updated GIS. If invert data is not available for a given pipe segment, FNI will assume minimum slope per NCDEQ guidelines and will document this assumption in the model. The model will include gravity lines 10-inches and larger, key 8-inch gravity lines, and large/key lift stations, shown on **Figure 1**. The following lift stations are proposed to be included in the model: 1, 2, 3, 4, 6, 7, 9, 10, 11, 13, 21, and 26. All other lift stations will be modeled as point loads. FNI will review as-built drawings and operational data provided by the City to obtain physical data (wet well dimensions, pump curves, force main material and pressure rating, etc.) to accurately represent lift station facilities within the hydraulic model.

B3. Basin Delineation and Subcatchments

FNI will delineate sewer basins using GIS data and ground contour mapping. FNI will develop wastewater sub-basin delineation representing City flow monitoring basins, lift station service areas, and geographical areas within each sewer basin. FNI will generate subcatchments for each sewer sub-basin showing which areas feed into each sewer manhole within their respective flow monitor basins.

B4. Existing Sanitary Sewer Load Allocation

FNI will utilize data from the City's water meter billing system database to allocate existing loads throughout the service area to the wastewater model. The data will consist of metered water usage fields for active customer accounts. The water meters will be spatially located in GIS so that the associated water usage can be assigned the appropriate model manhole. Large commercial or industrial customers will be queried from the water meter billing data and allocated as a point load within the model as necessary.

B5. Flow Data Analysis

FNI will evaluate City-provided flow monitor data (subject to data availability and quality):

- Analyze flow data for sub-basins and develop average daily dry weather flow diurnal curves and base flow peaking factors.
    - If flow data is not suitable for diurnal curve development, FNI will develop a generalized, city-wide diurnal pattern for modeling purposes.
- Develop hydrographs for dry and wet weather flow conditions.
- Determine peak inflow rate for selected rainfall events.
- Determine peak infiltration rates during high groundwater conditions, if possible.
- Characterize inflow and infiltration experienced during selected storm events.

B6. Model Verification

FNI will utilize the flow monitoring data and SCADA/telemetry data to develop dry weather and wet weather model verification scenarios and confirm that the model closely matches recorded flows.

B7. Existing System Analysis

FNI will utilize the model to perform a capacity evaluation of the existing gravity and force mains and lift stations to identify deficiencies under peak wet weather conditions. FNI will prepare system-wide mapping that illustrates areas with capacity concerns.

B8. Workshop #1

FNI will meet with City Staff to discuss temporary flow monitoring results, model development and verification, and existing system analysis.

Task C – Gravity Sewer Risk Based Condition Assessment

C1. Summarize Historical Repair and SSO Data

FNI will review and evaluate pipeline data including updated GIS (Task B1), work order history, SSOs, and maintenance data to determine suitability for use of data in risk-based assessment program. FNI will identify gaps in desired data including the magnitude of effort required to collect the data and level of importance for incorporation into an asset management program.

C2. Develop Condition and Criticality Scoring Parameters

FNI will develop a draft condition and criticality scoring program for wastewater system pipelines. FNI will meet with City Staff to obtain input on draft parameters.

- Potential condition parameters:
  - Pipe age
  - Pipe material
  - Maintenance history
  - Sanitary sewer overflows
- Potential criticality parameters:
  - Number of customers served
  - Ease of access of repairs
  - Environmental impact
  - Critical facilities
  - Street condition/replacement schedule

C3. Apply Condition and Criticality Scoring System to Pipelines

Based on available data, FNI will apply the condition and criticality scoring system to the collection pipeline network. Each line segment will receive a condition, criticality, and overall risk score and an overall prioritized ranking of pipelines will be prepared. FNI will develop large scale color-coded mapping of the results of the condition, criticality, and risk scoring analysis.

C4. Workshop #2

FNI will meet with City Staff to discuss the gravity sewer risk-based condition assessment.

Task D – Capital Improvements Plan and Report

D1. Develop Draft Wastewater Capital Improvement Plan Costs and Mapping
FNI will develop a CIP to address existing capacity and renewal needs. FNI will develop costs for each proposed wastewater system project. Costs will be in Year 2022 dollars and will include engineering and contingencies. FNI will develop draft CIP mapping showing project locations.

D2. Workshop #3
FNI will meet with City Staff to discuss the recommended wastewater system improvements.

D3. Develop Draft Report
FNI will prepare and provide one (1) electronic PDF copy and one (1) hardcopy of the draft AIA Grant for Sanitary Sewer Collection System report discussing methodology and findings, including an executive summary to fulfill NCDEQ requirements. The report will include the flow monitoring analysis, model development and verification, existing system analysis, gravity sewer risk-based assessment, and proposed system improvements with cost estimates.

D4. Finalize Report
Based on comments by City Staff, FNI will finalize and provide one (1) electronic PDF copy and one (1) hardcopy of the final AIA Grant for Sanitary Sewer Collection System report to the City. The electronic PDF copy fulfills the AIA Grant Standard Conditions (must provide a digital copy of the AIA products in a universally readable format). FNI will assist the City in sending the PDF copy of the final report to NCDEQ.

D5. Presentation to City Council
FNI will develop a presentation and present the results of the AIA Grant for Sanitary Sewer Collection System to City Council. FNI will assist the City with providing approved minutes or a resolution to NCDEQ confirming the AIA work has been presented to City Council.

Summary of Meetings/Workshops

- Project kickoff
- Model development and verification and existing system analysis
- Gravity line risk-based assessment
- Recommended wastewater system improvements
- City Council presentation

Summary of Deliverables

- Draft AIA Grant for Sanitary Sewer Collection System report
- Final AIA Grant for Sanitary Sewer Collection System report

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project: N/A

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by Client, are described as follows:

- FNI staff time to assist the City with collecting data
- Temporary flow monitoring services
- Survey of manholes or lift stations
- Population and wastewater flow projections
- Future wastewater system assessment
- Design storm analysis
- Lift station assessments
- Wastewater treatment plant assessment
- Data collection efforts beyond those specifically outlined in Task B1
- Model training

ARTICLE IV

TIME OF COMPLETION: Final report will be delivered by April 2022, in accordance with the Offer and Acceptance for a State Grant letter dated April 30, 2020 (Project No. E-AIA-W-20-0182 Wastewater Asset Inventory and Assessment). "All work associated with the Asset Inventory and Assessment project must be completed within 24 months of the date of this letter."

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.

B. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.

C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

D. Arrange for access to and make all provisions for FNI to enter upon public and private property to which the City has lawful access as required for FNI to perform services under this Agreement.

E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.

F. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require, subject to the understanding and mutual agreement that any attorney employed or retained by the City shall represent solely and exclusively the City in connection with this project, or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

G. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.

H. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.

I. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Michael Rhoney
146 N Church Street
Asheboro, NC 27204
336-626-1201 x 258

Client's Accounting Representative – Debbie Reaves
146 N Church Street
Asheboro, NC 27204
336-626-1201 x 247

FNI's Designated Representative – Kristen Cartwright
1017 Main Campus Dr., Ste 1200
Raleigh, NC 27606
919-867-4127

FNI's Accounting Representative – Jana Collier
4055 International Plaza, Suite 200
Fort Worth, TX 76107
817-735-7354

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term City as used herein refers to the City of Asheboro, NC. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.

2. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of the Work required by the Agreement by altering, adding to and/or deducting from the Work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.

3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination, inclusive of reimbursable expenses reasonably and directly related to implementing the termination of this Agreement.

4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.

5. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reasonable reliance upon or use of data, design criteria, drawings, specifications or other information furnished by City and City agrees, to the extent permitted by law, to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.

6. **INSURANCE:** FNI shall provide to City certificates of insurance which shall contain the following minimum coverage:

Commercial General Liability		**Workers' Compensation**
General Aggregate	$2,000,000	Per State Statute
Automobile Liability (Any Auto)		**Professional Liability**
CSL	$1,000,000	$3,000,000 Annual Aggregate

7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the City upon payment of FNI's fees for services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. With the exception of the City's reuse of documents and data in a manner reasonably related to the City's purpose for undertaking the Project, any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI will be at City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and to the extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation by FNI at the request of the City will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

FNI CBA

CITY__________

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.

11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect City against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If City designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.

12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to City and in acceptance of the services as satisfactory by the City. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

    If City fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to City, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.

14. **SUCCESSORS AND ASSIGNMENTS:** City and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of City and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

    Neither City nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

FNI CBA

CITY__________

16. **E-VERIFY:** Throughout the term of this Agreement, FNI and any of its subcontractors that perform work on this Project shall comply with the requirements of Article 2 (Verification of Work Authorization) in chapter 64 of the North Carolina General Statutes.

FNI CBA
CITY________

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2020-2021

WHEREAS, due to the economic uncertainty of the COIVD-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:

Account #	Expense Description	Increase
10-299-0000	Fund Balance Appropriation	128,686

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

Account #	Expense Description	Increase
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.

David H. Smith, Mayor

ATTEST:

Tammy M. Williams, Deputy City Clerk

ORDINANCE NUMBER __________________

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.

<u>Section 10.</u> 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.

<u>Section 11.</u> 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.

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

<u>Section 13.</u> The effective date of this Ordinance shall be January 7, 2021.

<u>Section 14.</u> 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.

____

David H. Smith, Mayor

ATTEST:

____

Tammy M. Williams, Deputy City Clerk

EXHIBIT A

<u>Price List for Construction and Demolition Debris:</u>

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.

RZ-CUP-20-12: Requests related to 124 Woodcrest Road

1. Rezone from R10 Medium-Density Residential to CU-I2 Conditional Use General Industrial **(Staff Report and Planning Board Recommendation)**

2. Conditional Use Permit authorizing wholesale distribution, in addition to existing warehouse use **(Staff Report)**

Planning Board Recommendation & Comments to City Council

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

Case # **RZ-20-12**

Date 12/7/2020

Applicant Mark Trollinger on behalf of SSV Holdings, LLC (Hunt Electric)

Legal Description

The property of SSV Properties, LLC, located at 124 Woodcrest Road, totaling approximately 0.43 acres +/- of 6.25 acres +/- total, and more specifically identified by Randolph County Parcel Identification Number 7752905855.

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

Existing Zone R10 Medium-Density Residential

Land Development Plan See rezoning staff report

Planning Board Recommendation

Approve

Reason for Recommendation

The Planning Board concurred with staff reasoning.

Planning Board Comments

Rezoning Staff Report

RZ Case # **RZ-20-12** **Date** 12/7/2020 Planning Board

General Information

Applicant SSV Properties (Hunt Electric Supply Co.)

Address PO Box 2440

City Burlington NC 27216

Phone 336-229-5351

Location 124 Woodcrest Rd.

Requested Action Rezone from R10 Medium-Density Residential to CU-I2 Conditional Use General Commercial

Existing Zone R10 **Existing Land Use** Warehouse

Size 0.43 acres +/- of 6.23 acres +/- **Pin #** 7752905855

Applicant's Reasons as stated on application

The proposed rezoning is compatible with the surrounding land uses. It is shown as industrial on the proposed land use map. The proposed rezoning is compliant with the objections of the growth strategy map and is in the primary growth area. Rezoning will benefit the economic vitality of Asheboro. Rezoning is consistent with the land category descriptions. Existing infrastructure is adequate to support the desired rezoning. Water and sewer are available. Adequate parking and turn around space are available on site. The rezoning will not impose a significant, negative environmental impact. The rezoning will complete the logical zoning for the area bound by 2 streets so that the entire lot is zoned consistently as one entity.

Surrounding Land Use

North Single-family residential

East Commercial and Single-family residential

South Industrial & Commercial

West Single-family & Two-family residential and undeveloped

Zoning History RZ-96-20: Property was rezoned from R10 to CU-I2 with a conditional use permit for a warehouse. At that time, the subject property was not included in the rezoning.

Legal Description

The property of SSV Properties, LLC, located at 124 Woodcrest Road, totaling approximately 0.43 acres +/- of 6.23 acres +/- total, and more specifically identified by Randolph County Parcel Identification Number 7752905855. ***Legal notices were mailed to adjoining property owners on Wednesday, December 16, 2020.***

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-12 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.

Consistency with the 2020 LDP Growth Strategy designations

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

Proposed Land Use Map Designation Industrial

Small Area Plan Northeast

Growth Strategy Map Designation Primary Growth

LDP Goals/Policies Which Support Request

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

Checklist 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.

LDP Goals/Policies Which Do Not Support Request

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

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

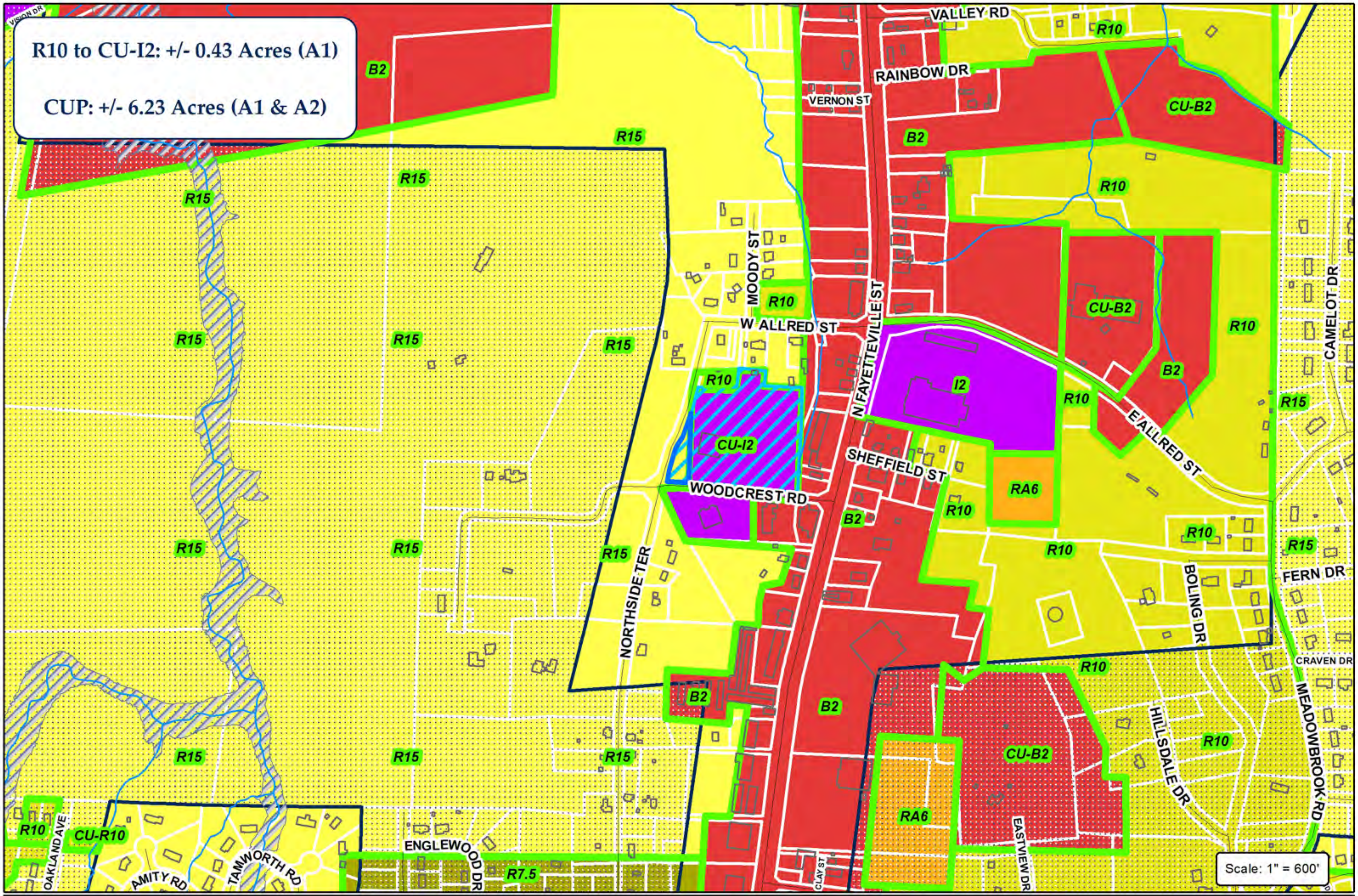
The Land Development Plan map designates this entire property, as well as a small parcel to the north and a parcel to the south as suitable for industrial use. The Northeast Small Area plan further states that one of its goals is "accommodation and expansion of existing industrial uses."

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 makes an industrial use more practical than a residential use on the portion of property that is currently zoned residential.

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

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



ETJ

Zoning

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-CUP-20-12

Parcel: 7752905855 (pt.)

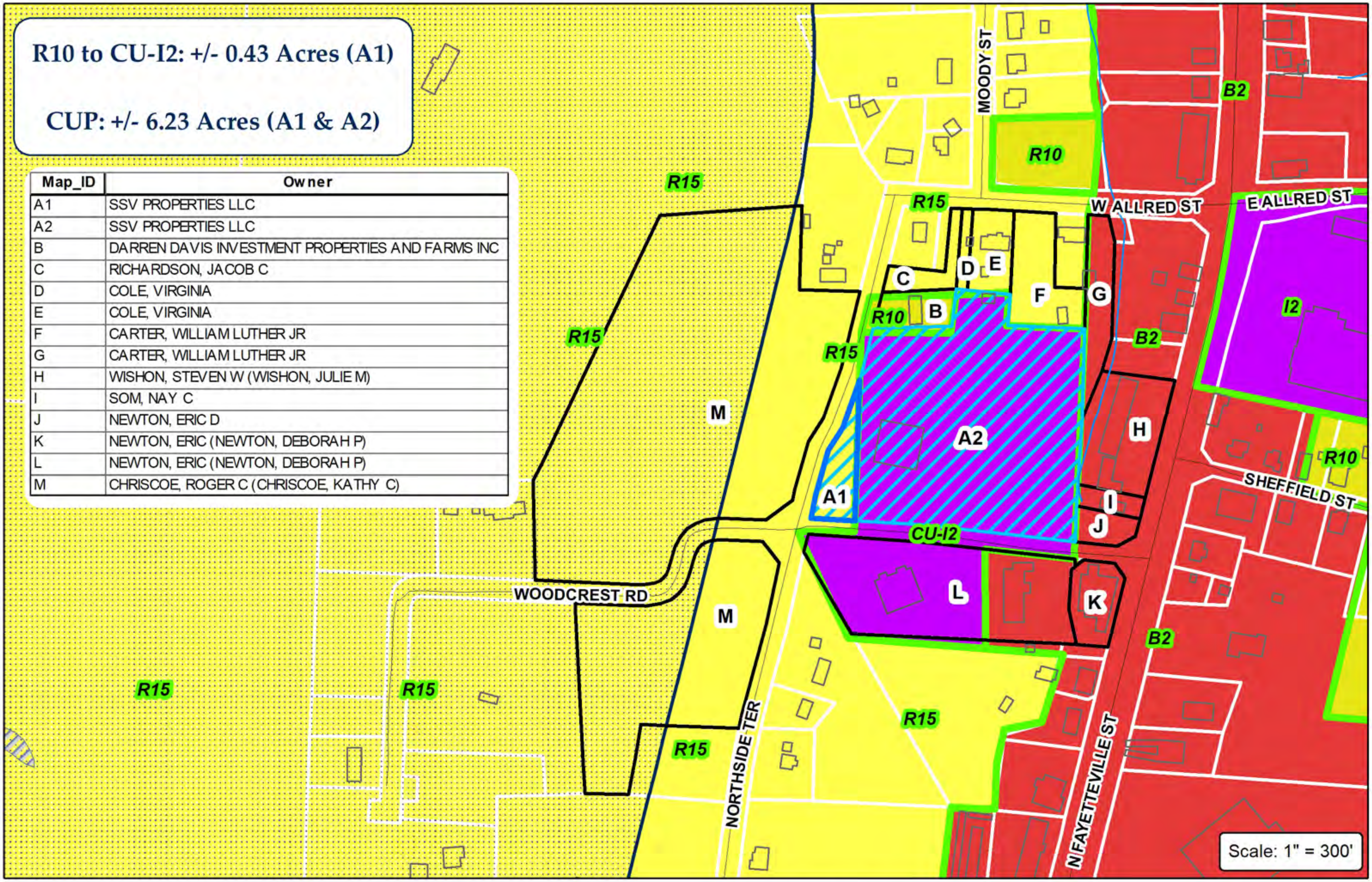
RZ Subject Property

CUP Subject Property

R10 to CU-I2: +/- 0.43 Acres (A1)

CUP: +/- 6.23 Acres (A1 & A2)

Map_ID	Owner
A1	SSV PROPERTIES LLC
A2	SSV PROPERTIES LLC
B	DARREN DAVIS INVESTMENT PROPERTIES AND FARMS INC
C	RICHARDSON, JACOB C
D	COLE, VIRGINIA
E	COLE, VIRGINIA
F	CARTER, WILLIAM LUTHER JR
G	CARTER, WILLIAM LUTHER JR
H	WISHON, STEVEN W (WISHON, JULIE M)
I	SOM, NAY C
J	NEWTON, ERIC D
K	NEWTON, ERIC (NEWTON, DEBORAH P)
L	NEWTON, ERIC (NEWTON, DEBORAH P)
M	CHRISCOE, ROGER C (CHRISCOE, KATHY C)



City of Asheboro

North Carolina

Exactly where you want to be

ETJ

Zoning

City of Asheboro Planning & Zoning Department

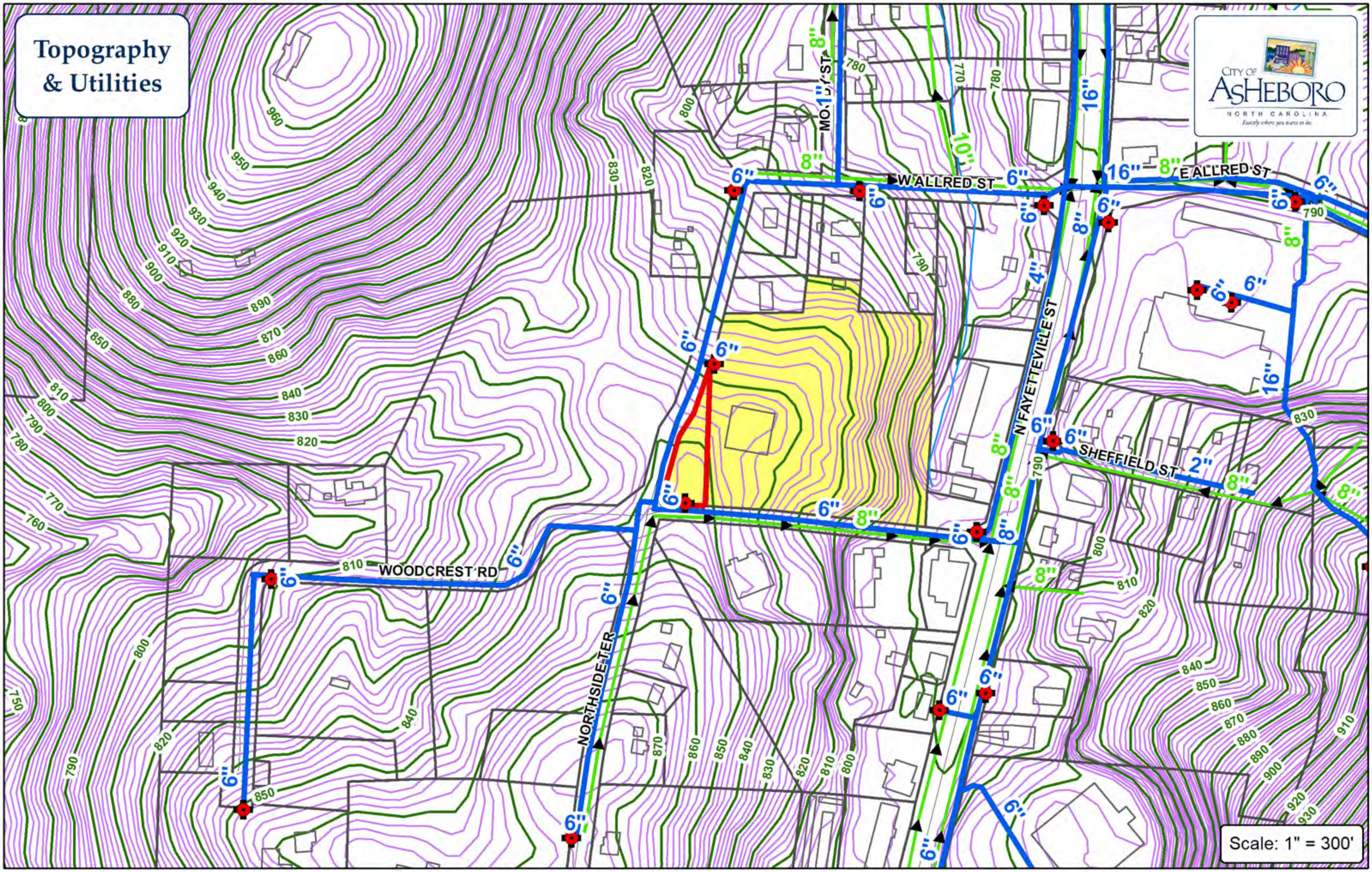
Rezoning Case: RZ-CUP-20-12

Parcel: 7752905855 (pt.)

RZ Subject Property

CUP Subject Property

Adjoining Properties



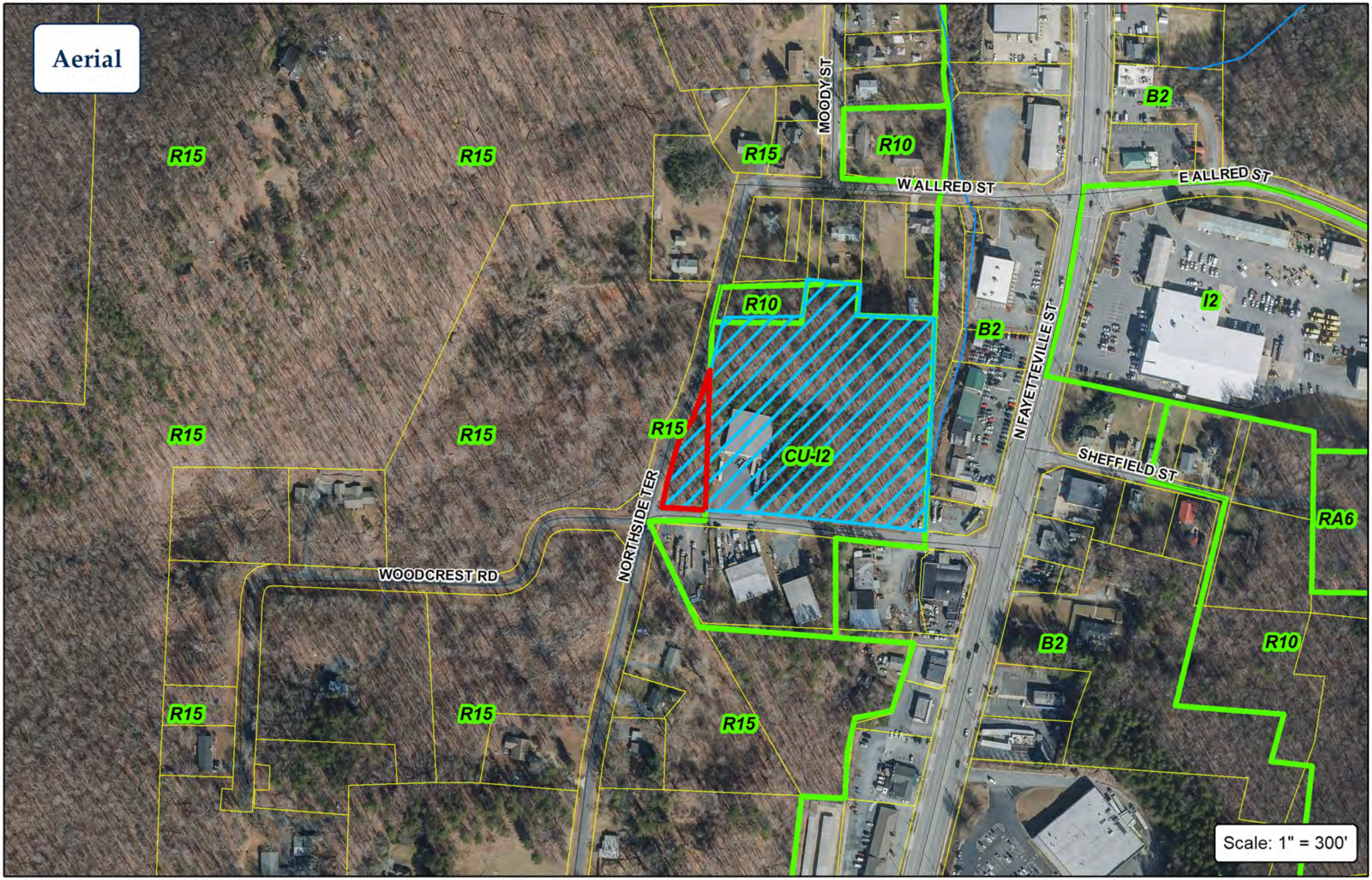
Force Main
Water Main
Sewer Main
Fire Hydrant
Pump Station

City of Asheboro
Planning & Zoning Department

Rezoning Case: RZ-CUP-20-12

Parcel: 7752905855 (pt.)

RZ Subject Property
CUP Subject Property



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-CUP-20-12

Parcel: 7752905855 (pt.)

RZ Subject Property

CUP Subject Property

Zoning

Conditional Use Permit Staff Report

CUP Case No. CUP-20-12 1/7/2021 CC

General Information

Name SSV Properties (Hunt Electric Supply Co.)

Address PO Box 2440
Burlington NC 27216

Phone 336-229-5351

Pin # 7752905855

Location 124 Woodcrest Rd.

RequestedAction: Conditional Use Permit authorizing Warehouse and Wholesale Distribution

Existing Zone CU-I2/R10 **Existing Land Use** Warehouse

Size 6.23 acres +/-

Applicant's Reason as stated on application

Continuing CU-I2 warehouse with the addition of wholesale distribution use.

Surrounding Land Use

North Single-family residential **East** Commercial and Single-family residential

South Industrial & Commercial **West** Single-family & Two-family residential and undeveloped

Zoning History RZ-96-20:A portion of the property was rezoned from R10 to CU-I2 with a conditional use permit for a warehouse. ***Legal notices were mailed to adjoining property owners on Wednesday, December 16, 2020.***

Growth Strategy Map Primary Growth **Proposed L D P Map** Industrial

Legal Description

The property of SSV Properties, LLC, located at 124 Woodcrest Road, totaling approximately 6.23 acres +/- total, and more specifically identified by Randolph County Parcel Identification Number 7752905855.

Analysis

1. The applicant is requesting a conditional use permit for wholesale distribution, in addition to the current warehouse use of the property. A rezoning is also required for a small portion of the property (0.43 acres +/-) which is currently zoned R10 Medium-Density Residential. The applicant has filed this application to be reviewed with the Conditional Use Permit application.
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.

LDP Conformity Issues

Staff Comments

Suggested Conditions

Draft Conditions as of December 21, 2020:

(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).

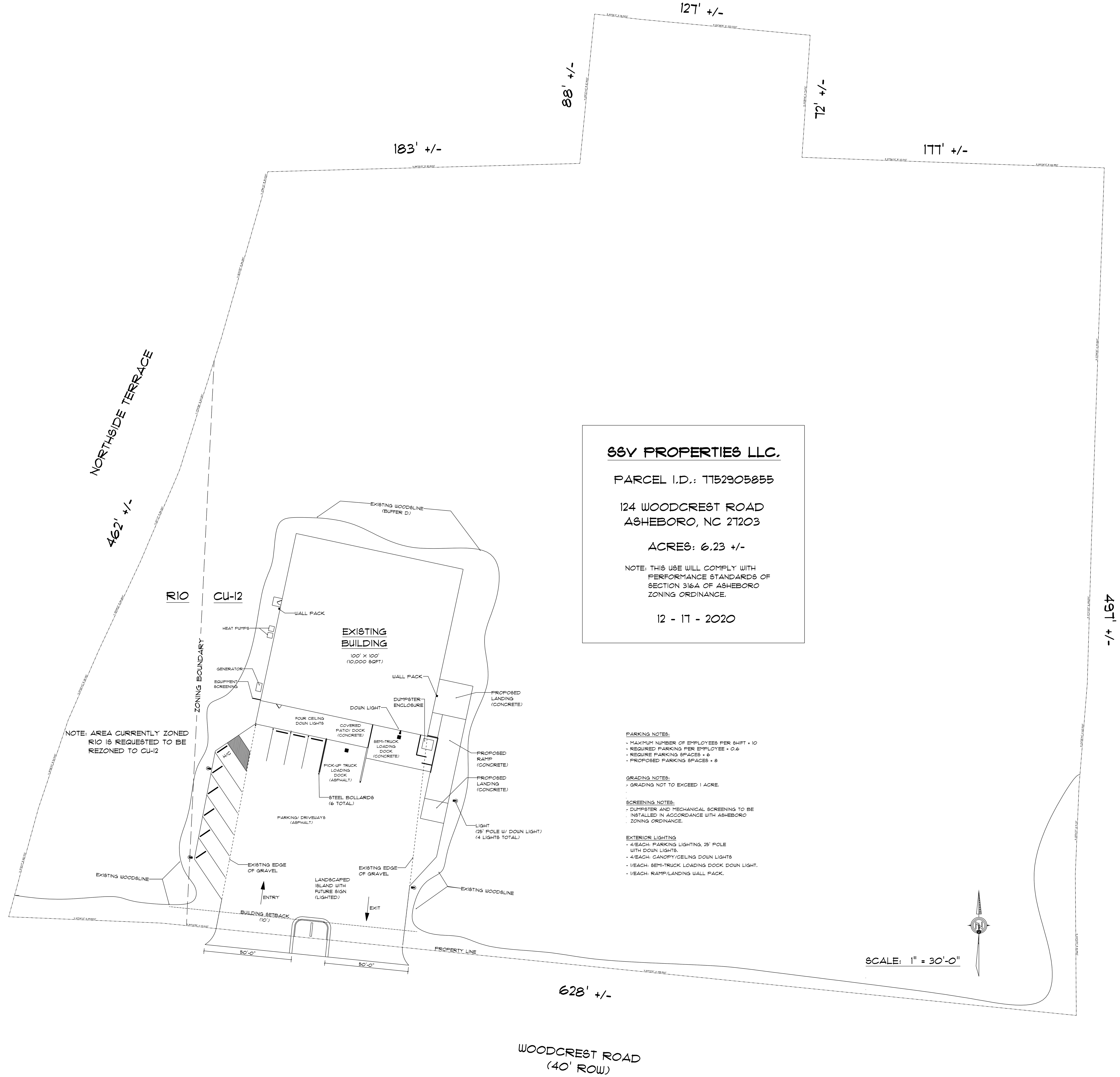
(D) If the applicant proposes adding parking spaces to the parking area depicted on the site plan, the applicant may do so in compliance with Article 400 and outside of any required setbacks or buffer/screening/landscaping areas. Such a change shall not be deemed a modification of the Conditional Use permit and may be reviewed by city staff for inclusion into the file without further review by 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.

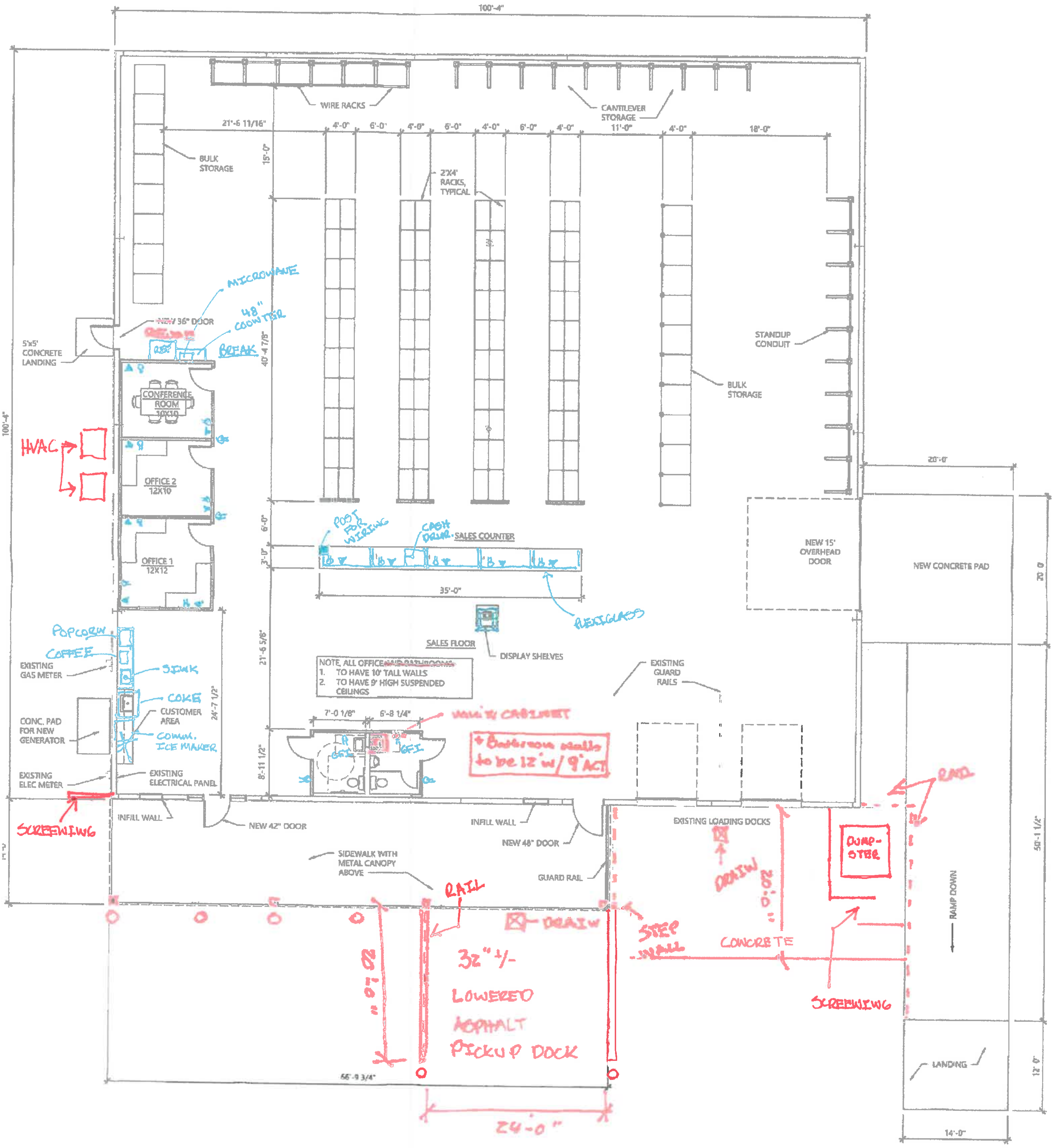
For Conditional Use Permit Hearings:
The following tests shall be found in favor of the applicant by the City Council.

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

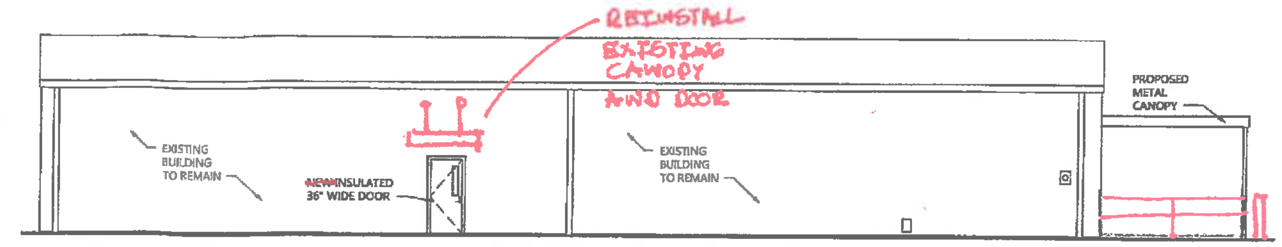
If any Conditional Use Permit is discontinued for a period of 180 days; or the permit is not initiated within 180 days; or replaced by a use otherwise permitted in the zoning district, it shall be deemed abandoned and the Conditional Use Permit shall be null and void and of no effect.



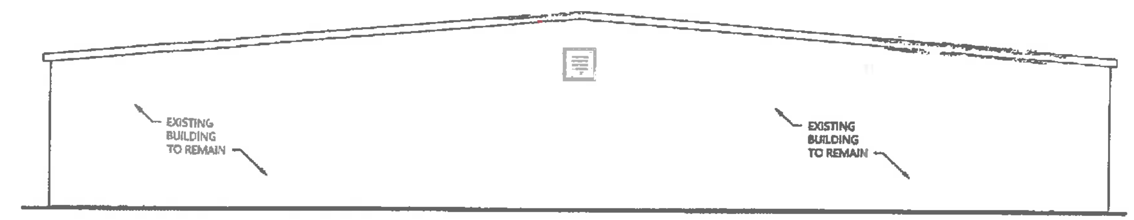
127' +/-
88' +/-
72' +/-
183' +/-
177' +/-
NORTHSIDE TERRACE
462' +/-
SSV PROPERTIES LLC.
PARCEL I.D.: 7752905855
124 WOODCREST ROAD
ASHEBORO, NC 27203
ACRES: 6.23 +/-
NOTE: THIS USE WILL COMPLY WITH PERFORMANCE STANDARDS OF SECTION 316A OF ASHEBORO ZONING ORDINANCE.
12 - 17 - 2020
EXISTING WOODSLINE (BUFFER D)
R10
CU-12
ZONING BOUNDARY
WALL PACK
HEAT PUMPS
EXISTING BUILDING
100' X 100' (10,000 SQFT)
GENERATOR
EQUIPMENT SCREENING
WALL PACK
PROPOSED LANDING (CONCRETE)
DUMPSTER ENCLOSURE
DOWN LIGHT
FOUR CEILING DOWN LIGHTS
COVERED PATIO/ DOCK (CONCRETE)
SEMI-TRUCK LOADING DOCK (CONCRETE)
PROPOSED RAMP (CONCRETE)
H/C
PICK-UP TRUCK LOADING DOCK (ASPHALT)
PROPOSED LANDING (CONCRETE)
STEEL BOLLARDS (6 TOTAL)
LIGHT (25' POLE W/ DOWN LIGHT) (4 LIGHTS TOTAL)
NOTE: AREA CURRENTLY ZONED R10 IS REQUESTED TO BE REZONED TO CU-12
PARKING/ DRIVEWAYS (ASPHALT)
497' +/-
PARKING NOTES:
- MAXIMUM NUMBER OF EMPLOYEES PER SHIFT = 10
- REQUIRED PARKING PER EMPLOYEE = 0.6
- REQUIRE PARKING SPACES = 6
- PROPOSED PARKING SPACES = 8
GRADING NOTES:
- GRADING NOT TO EXCEED 1 ACRE.
SCREENING NOTES:
- DUMPSTER AND MECHANICAL SCREENING TO BE INSTALLED IN ACCORDANCE WITH ASHEBORO ZONING ORDINANCE.
EXTERIOR LIGHTING
- 4/EACH: PARKING LIGHTING, 25' POLE WITH DOWN LIGHTS.
- 4/EACH: CANOPY/CEILING DOWN LIGHTS
- 1/EACH: SEMI-TRUCK LOADING DOCK DOWN LIGHT.
- 1/EACH: RAMP/LANDING WALL PACK.
EXISTING WOODSLINE
EXISTING EDGE OF GRAVEL
EXISTING EDGE OF GRAVEL
LANDSCAPED ISLAND WITH FUTURE SIGN (LIGHTED)
EXISTING WOODSLINE
ENTRY
EXIT
BUILDING SETBACK (10')
PROPERTY LINE
50'-0"
50'-0"
SCALE: 1" = 30'-0"
628' +/-
WOODCREST ROAD (40' ROW)



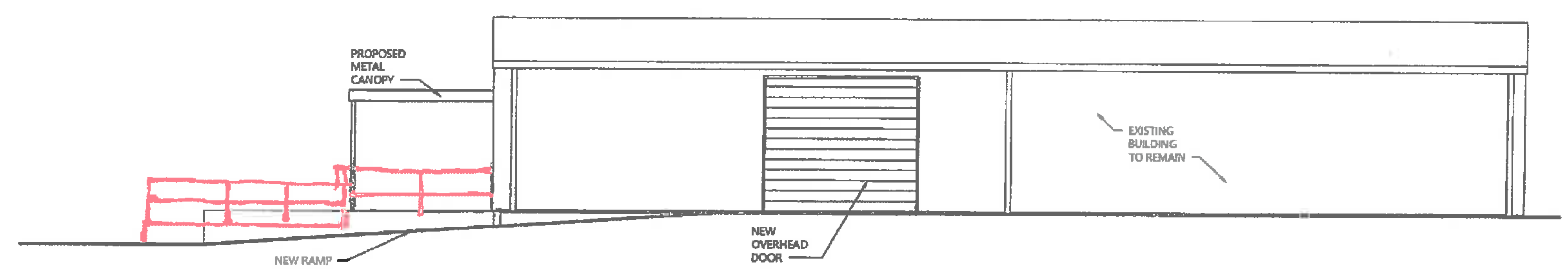
100'-4"
WIRE RACKS
CANTILEVER STORAGE
21'-6 11/16"
4'-0"
6'-0"
11'-0"
18'-0"
BULK STORAGE
15'-0"
2'X4' RACKS, TYPICAL
MICROWAVE
48" COUNTER
BREAK
NEW 36" DOOR
5'x5' CONCRETE LANDING
40'-4 7/8"
STANDUP CONDUIT
CONFERENCE ROOM 10X10
HVAC
OFFICE 2 12X10
OFFICE 1 12X12
POST FOR WIRING
CASH DRAW.
SALES COUNTER
6'-0"
3'-0"
35'-0"
NEW 15' OVERHEAD DOOR
NEW CONCRETE PAD
20'-0"
PLEXIGLASS
POPCORN
COFFEE
EXISTING GAS METER
SINK
COKE
CUSTOMER AREA
COMM. ICE MAKER
CONC. PAD FOR NEW GENERATOR
24'-7 1/2"
21'-6 5/8"
SALES FLOOR
DISPLAY SHELVES
NOTE, ALL OFFICES ~~AND BATHROOMS~~
1. TO HAVE 10' TALL WALLS
2. TO HAVE 9' HIGH SUSPENDED CEILINGS
EXISTING GUARD RAILS
7'-0 1/8"
6'-8 1/4"
WALL'N CABINET
GFI
+ Bathroom walls to be 12' w/ 9' ACT
8'-11 1/2"
EXISTING ELEC METER
EXISTING ELECTRICAL PANEL
RAIL
SCREENING
INFILL WALL
NEW 42" DOOR
NEW 48" DOOR
EXISTING LOADING DOCKS
DUMP-STER
SIDEWALK WITH METAL CANOPY ABOVE
GUARD RAIL
DRAIN
20'-0"
RAMP DOWN
50'-1 1/2"
STEP WALL
CONCRETE
32" +/-
LOWERED ASPHALT PICKUP DOCK
8'-0"
55'-9 3/4"
24'-0"
LANDING
12'-0"
14'-0"



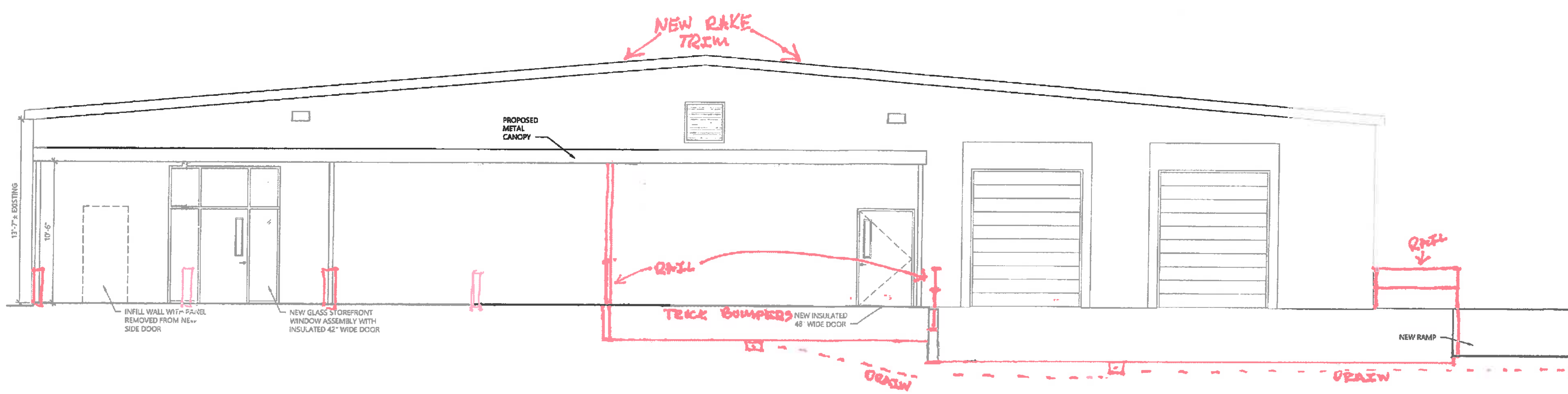
4 WEST ELEVATION - LEFT
1/8" = 1'-0"



3 NORTH ELEVATION - REAR
1/8" = 1'-0"



2 EAST ELEVATION - RIGHT
1/8" = 1'-0"



1 SOUTH ELEVATION - FRONT
1/4" = 1'-0"

WILKINS DESIGN GROUP

ARCHITECTURE - INTERIORS - LIGHTING - PLANNING

1048 SOUTH CHURCH STREET, BURLINGTON, NC 27215
336-792-2323 - WWW.WILKINSDESIGNGROUP.COM

REVIEW ONLY
NOT FOR CONSTRUCTION

PRELIMINARY REVIEW DRAWING SET

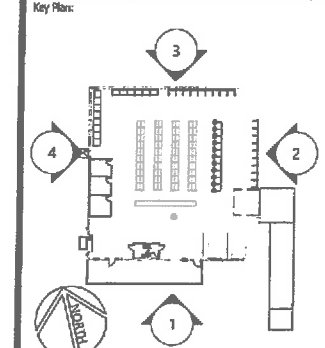
Project:
BUILDING RENOVATION FOR:
HUNT ELECTRIC

124 WOODCREST ROAD
ASHEBORO, NC, 27203

Revisions

No.	Date	Description

Key Plan:



Sheet Title:
EXTERIOR ELEVATIONS

Project #: 2041
Date: 10/6/2020
Designed by: JW,JT Drawn by: JW,JT Approved by: JW
Scale: AS NOTED
Sheet #:
A200

CITY OF
ASHEBORO
PLANNING & ZONING

Application for Zoning Ordinance/Map Amendment

APPLICATION FEE

A $200 filing fee is required for any amendment.

APPLICATION INSTRUCTIONS

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

REQUIRED APPLICATION CONTENTS

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

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

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

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

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

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

Application for Zoning Ordinance/Map Amendment

APPLICANT INFORMATION

Applicant SSV Properties LLC (Hunt Electric Supply Co.)

Applicant's Phone # 336-229-5351

Applicant's Address P.O. Box 2440, Burlington, NC 27216

Applicant Email Address rsamhont@me.com

PROPERTY INFORMATION FOR MAP AMENDMENTS

Property Owner's Name SSV Properties LLC (Hunt Electric Supply Co.)

Location of Property 124 Woodcrest Road

Property Size (ac. or s.f.) 6.25 acres

Randolph County Property Identification Number (PIN#) 7752905855

Current Zoning District Asheboro

Requested Zoning District Asheboro

Date Property Title Acquired 11/13/2019

Deed Book 2713 Page 1880

Subdivision ______ Section ______ Lot # ______

Plat Book 166 Page 8

ORDINANCE AMENDMENT INFORMATION

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

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

N/A

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

N/A

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

See Attached

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

See Attached

APPLICATION SIGNATURES

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

Applicant Signature

[signature]

Printed Name of Authorized Signatory (if different from Applicant)

MARK B. TROLINGER

Position/Relationship of Authorized Signatory to Applicant

AGENT/GENERAL CONTRACTOR

Owner Signature (if different than Applicant)

[signature]

Owner Address

1213 Maple Ave
Burlington NC 27215

Telephone Number

336-213-1526

Printed Name of Authorized Signatory (if different from Owner)

Sam Hunt IV

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: JLE ***Date:*** 11-13-2020 ***Case Number:*** RZ-CUP-20-12

ATTACHMENT

3. The proposed rezoning is compatible with the surrounding land uses. It is shown as industrial on the proposed land use map. The proposed rezoning is compliant with the objections of the growth strategy map and is in the primary growth area. Rezoning will benefit the economic vitality of Asheboro. Rezoning is consistent with the land category descriptions.

4. Existing infrastructure is adequate to support the desired rezoning. Water and sewer are available. Adequate parking and turn around space are available on site. The rezoning will not impose a significant, negative environmental impact. The rezoning will complete the logical zoning for the area bound by 2 streets so that the entire lot is zoned consistently as one entity.

CITY OF
ASHEBORO
PLANNING & ZONING

Application for Conditional Use Permit

APPLICATION FEE

A $350 filing fee is required.

APPLICATION INSTRUCTIONS:

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

REQUIRED APPLICATION CONTENTS

1) A legal description/deed reference of such land.
2) Two (2) draft copies of a site plan drawn to scale that has will be reviewed by staff for conformity with zoning ordinance requirements, with revisions due as noted below. Once the applicant submits the final draft is submitted by the site plan cutoff date, staff will also require six (6) copies of the site plan to be submitted. See page 2 for required site plan information.

The application is to be filed with the Zoning Administrator by 5:00 pm on the day which is at least 55 days prior to the City Council meeting at which the request will be considered. No changes may be made to any site plan fifteen (15) days prior to a City Council hearing. At no time shall the city council hear more than five (5) cases per month. If five applications have been received prior to the cut-off date, the request will be heard the following month. Site plans must conform to the ordinance by the site plan cutoff date. No revisions to site plans can be accepted after 15 days prior to the scheduled City Council meeting. Failure to submit a conforming site plan by the cutoff date will result in the case being delayed.

In addition to staff's notification of the request to adjoining property owners, it is recommended that the applicant also notify adjoining property owners of the request. A template of the notification is in this application and staff can assist the applicant with creating the list of property owners to be notified of the request.

MEETING INFORMATION* Dates are subject to final Council approval on 12-5-19

Application Deadline	*SITE PLAN CUTOFF*	*City Council Meeting*
December 13, 2019	January 22, 2020	Thursday, February 6, 2020
January 10, 2020	February 19, 2020	Thursday, March 5, 2020
February 14, 2020	March 25, 2020	Thursday, April 9, 2020
March 13, 2020	April 22, 2020	Thursday, May 7, 2020
April 10, 2020	May 20, 2020	Thursday, June 4, 2020
May 15, 2020	June 24, 2020	Thursday, July 9, 2020
June 12, 2020	July 22, 2020	Thursday, August 6, 2020
July 24, 2020	September 2, 2020	Thursday, September 17, 2020
August 14, 2020	September 23, 2020	Thursday, October 8, 2020
September 11, 2020	October 21, 2020	Thursday, November 5, 2020
October 16, 2020	November 25, 2020	Thursday, December 10, 2020
*Confirm application deadline with staff	*Confirm site plan deadline with staff.	*January, 2021: Confirm meeting date with staff

146 N. Church St., Asheboro, NC 27203
Telephone: (336) 626-1201; Fax: (336) 626-1218; www.asheboronc.gov

APPLICANT INFORMATION

Applicant SSV Properties LLC. (Hunt Electric) Applicant's Phone # 336 - 229 - 5351

Applicant's Address P.O. Box 2440, Burlington, NC 27216

Applicant email address rsamhunt@me.com

PROPERTY INFORMATION

Property Owner's Name SSV Properties LLC (Hunt Electric Supply Co.)

Location of Property 124 Woodcrest Road Property Size (ac. or s.f.) 6.25

Randolph County Property Identification Number (PIN#) 7752905855

Current Zoning District Asheboro

Date Property Title Acquired 11/13/2019 Deed Book 2713 Page 1880

Subdivision ______ Section ______ Lot # ______

Plat Book 166 Page 8

CONDITIONAL USE PERMIT INFORMATION

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

Continuing CUI-2 warehouse with the addition of wholesale distribution use.

CONDITIONAL USE PERMIT REQUIRED SITE PLAN INFORMATION

1) Actual shape, location, and dimensions of the lot

2) For new construction, building elevations of all exterior facades at a minimum scale of 1/8" = 1'

3) The shape, size, and location of any existing buildings and all buildings or structures to be erected, altered, moved

4) The existing and intended use of the lot and all structures on the lot

5) Location and size of any required buffers and/or screens (Article 200A and/or 300A)

6) Location and type of mechanical equipment screening (Section 306A)

7) Location, access, and screening of central solid waste facility (Section 307A)

8) Location and dimension of off-street parking indicating compliance with parking setbacks and loading spaces (Articles 300A and 400)

9) Grade separation of building and parking areas (Section 409)

10) Paving material for parking lots (Section 409)

11) Location of curb cuts: only 1 permitted if lot width is less than 120' (Section 408)

12) Driveway permit approval information by NCDOT or the City of Asheboro

13) Front yard landscaping or street planting (Articles 200A or Section 308A)

14) Location, type, size, and height of all signs (Article 500)

15) Notation certifying compliance with relevant Performance Standards (Article 300A) and a lighting plan demonstrating such compliance

16) Location of any flood zones if applicable (Article 700)

17) Watershed information if applicable (Article 300B)

18) If site disturbance is in excess of 1 acre, a soil and erosion control plan is required. The applicant shall submit the plan to NCDEQ Division of Energy, Mineral and Land Resources, located at 450 Hanes Mill Rd. Suite 300, Winston Salem, NC 27106.

19) Sidewalk construction if applicable (Section 322A)

Please note that specific uses may also be subject to supplemental regulations.

APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for a Conditional Use Permit rests with the applicant.

No application for a Conditional Use Permit will be advertised for public hearing until the Planning and Zoning Department has received materials. If all required materials are not received prior to the specified deadlines, this will result in delays in the case being heard.

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

Applicant Signature

[signature]

Printed Name of Authorized Signatory (if different from Applicant)

MARK B. TROLLINGER

Position/Relationship of Authorized Signatory to Applicant

AGENT / GENERAL CONTRACTOR

Owner Signature (if different than Applicant)

[signature]

Owner Address

1213 Maple Ave
Burlington NC 27215

Telephone Number

336-213-1526

Printed Name of Authorized Signatory (if different from Owner)

Sam Hunt IV

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: JLE ***Date:*** 11-13-2020 ***Case Number:*** RZ-CUP 20-12

CITY OF ASHEBORO
Application for Conditional Use Permit

BASIC INFORMATION

The granting of a Conditional Use Permit is a quasi-judicial process requiring sworn testimony. The testimony given should be directed at providing evidence that supports the application. Such evidence shall address the following four items. Failure to address these items will result in the delay or denial of your request.

1) That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.

2) That the use meets all required conditions and specifications.

3) That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity, and

4) That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the plan of development of Asheboro and its environs.

The City Council shall make these general findings based upon substantial evidence contained in the proceedings. It shall be the responsibility of the applicant to present evidence in the form of testimony, exhibits, documents, models, plans, and the like to support the application for a Conditional Use Permit.

I have read and received a copy of the above information regarding the testimony and the evidence required at the public hearing for the Conditional Use Permit for which I have made an application. I understand my responsibilities in this matter. I have also received the opinion of the North Carolina Bar Association regarding legal representation in quasi-judicial proceedings.

Applicant [signature]

Date 11-12-20

Received by staff: 11-13-2020 JLE

146 N. Church St., Asheboro, NC 27203
Telephone: (336) 626-1201; Fax: (336) 626-1218; www.asheboronc.gov

Revised 2019

RESOLUTION NUMBER ________________

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.

____

David H. Smith, Mayor

ATTEST:

____

Tammy M. Williams, Deputy City Clerk

NC DEPARTMENT of COMMERCE RURAL ECONOMIC DEVELOPMENT	**Grant Agreement**

Community Development Block Grant Coronavirus (CDBG-CV) Program

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

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

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

1. Definitions. Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.

   (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.

   (b) Recipient means the **City of Asheboro,** the entity designated as a recipient for grant assistance in the grant agreement and funding approval.

   (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.

   (d) "Assistance" or "Grant" means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements and regulations, in the amount of **$900,000** except as modified.

(e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient's approved application, as may be modified.

(f) The date for receiving the grant means the date of the REDD Director's signature on the Grant Agreement and Funding Approval.

2. Timely Execution. Due to the need to expedite the use and expenditure of CDBG-CV funds, Recipient's failure to execute and return a copy of the Agreement within 60 days of the date of the REDD Director's signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.

3. Obligations of the Recipient. The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG_CV HUD Program Requirements and any subsequent amendments, regulations or clarifications to any of the foregoing.

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

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

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

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

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

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG-CV program.

6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

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

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

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

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

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

7. Duplication of Benefits: Recipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C 5121 et seq.). Recipient must prevent duplication of benefits, consistent with CDBG-CV requirements. Recipient shall ensure that in all its activities and procedures under this Agreement, that the Recipient establish and follow DOC's Duplication of Benefits policy, as it may be amended from time to time. Recipient is also required to submit a copy of its DOB policy and procedures and amendments to DOC.

8. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.

9. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 ("Recordkeeping"), 24 C.F.R. 570.490 ("Recordkeeping Requirements"), 24 C.F.R. § 570.506 ("Records to be maintained") and 24 C.F.R. § 85.42 ("Retention and Access Requirements for Records") as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG-CV funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.

10. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out

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

11. Release of Personal, Financial and Identifying Information. To ensure and document compliance with CDBG-CV income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC's request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

12. Project Savings. The Recipient is obligated to contribute 100 percent of its pledged **cash** contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**

13. Expenditure of Non-CDBG-CV Funds. The recipient must ensure that non-CDBG-CV funds are expended along with CDBG-CV funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.

14. Method of Payment. The Department of Commerce uses the Office of State Controller (OSC) to make CDBG-CV payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred.

15. Fair Housing. Recipients of CDBG-CV funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found in REDD Bulletin 93-4 and by contacting the REDD CDBG Compliance staff.

16. Equal Employment and Procurement Opportunity. A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance, and complaint tracking.

17. Local Economic Benefit (Section 3 Regulation). For each year that a CDBG-CV is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG-CV assisted project are identified and made available to low-income residents within the CDBG-CV assisted area to the greatest extent feasible. This strategy must

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

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

18. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG-CV assisted project.

19. Environmental Review. Recipients of CDBG-CV funds are required to complete the document entitled "Environmental Review Procedures for the CDBG Program." Once the Environmental Review Record (ERR) is received, REDD will review for completeness and submit selected CDBG-CV ERRs, if required to the State Clearinghouse for other State agencies to review and comment. Recipients cannot conduct any program activities until REDD issues an environmental clearance and the programmatic release of funds.

20. Language Access Plan (LAP). Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.

21. Federal Funding Accountability and Transparency Act (FATA): The Recipient must also comply with provision of FATA, which includes requirements on executive compensation, and 2 C.F.R., Part 170 Reporting Subaward and Executive Compensation Information.

22. Procurement Standards. Where applicable, Recipient shall follow the procurement standards established in the "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.

    a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).
    b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines, and procedures, including those set forth in Office of Management

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

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

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

23. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-CV programs, including but not limited to the rules set forth in 4 N.C.A.C 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):

a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

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

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

24. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG-CV Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):

   a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.
   b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.
   c. Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.
   d. North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.

25. Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG-CV funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.

26. Obligation of Recipient with Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low-or-moderate income person by the time close-out occurs.

27. Utility Assessments or Fees: Assessments or fees to recover the CDBG-CV funded portion of a utility project may be charged to properties not owned and occupied by low-and-moderate income persons. Such assessments are program income and, as such must be used for eligible CDBG or CDBG-CV activities that meet a CDBG national objective.

28. False or Misleading Information. Recipient is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.

29. Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Iris C. Payne, Director, N C Department of Commerce – Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division ["REDD"]

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

30. Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for developing, implementing and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient's dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

31. Schedules

(a) Schedule for Release of Conditions and Completion Activities. **The Recipient must satisfy all Funding Approval Conditions to release CDBG-CV funds within 3 months (March 17, 2021) from the date the Grant Agreement and Funding Approval were signed by the REDD Director.** The recipient must draw down all CDBG-CV funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities' implementation schedule in the application as modified by the Performance Based Contract.

(b) **The Recipient must obligate all funds within 27 months (March 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director.**

(c) **All funds are to be expended within 30 months (June 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director. Any remaining funds will be de-obligated.**

(d) **All closeout documents must be returned to REDD by (September 17, 2023)**

(e) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD Director:

- **Environmental – 4 months (April 17, 2021)**
- **Equal Employment and Procurement Plan – 4 months (April 17, 2021)**
- **Fair Housing Plan – 4 months (April 17, 2021)**
- **Section 3 Plan – 4 months (April 17, 2021)**
- **Section 504 Plan – 4 months (April 17, 2021)**
- **Language Access Plan – 4 months (April 17, 2021)**
- **Duplication of Benefit Policy and Plan- 4 months (April 17, 2021)**
- **Request for Release of Funds – 5 months (May 17, 2021)**

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

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

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

34. Performance Measures

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

(a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.

(b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

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

Secretary of the Department of Commerce

Date: December 17, 2020 ☑ By: Iris C. Payne

Iris C. Payne, CDBG Program Director, REDD

Date: ____________________

____

Name of Recipient

☑ By:______________________________

Signature of Authorized Official

____

(Title)

Attachment A
CDBG-CV Scope of Work

A. Summary

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

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

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

B. Geographical Service Area of Activity

Recipient shall serve low-to-moderate income persons as defined by HUD residing in the State of North Carolina, in the particular County/City/Town of ______________.

C. Designated Activities

The Recipient shall only perform the following approved activities:

ACTIVITY	ACTIVITY TYPE	NATIONAL OBJECTIVE	DESCRIPTION
Public Service	Subsistence Payment	LMI Direct Benefit	Provide emergency rent, utility, and/or mortgage payments to vendors on behalf of LMI households.
Public Facilities and Improvements	Senior Center	LMI Limited Clientele	
Special Economic Development Assistance	Financial Assistance	LMI Jobs	

NC DEPARTMENT of COMMERCE
RURAL ECONOMIC DEVELOPMENT

Community Development Block Grant Coronavirus (CDBG-CV) Program

Funding Approval

1. Name and Address of Recipient

City of Asheboro
Post office Box 1106
Asheboro, NC 27204

2. Grant Number and Funding Approval Date

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

3. Approved Projects	**Approved Amount**
C1 City of Asheboro	$900,000.00
Total Grant Award	**$900,000.00**

4. Funding Approval Conditions

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

A. Administration Contracts/Inter-local agreements Condition:

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

B. Use of Experienced CDBG Administrator:

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

C. Environmental Condition:

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

D. Performance Based Contract Condition:

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

E. Citizens Participation Plan Condition:

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

F. Duplication of Benefits Agreement:

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

G. Benefit Condition:

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

5. Signature of Authorized Official

Iris C. Payne 12/17/2020

Name Iris C. Payne Date

CD&D Director

Title

6. Signature of Authorized Local Official

Name Date