

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

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Appearance and recognition of guests and citizens.
4. Mr. Steve Hackett, CPA with the firm of William R. Huneycutt, CPA, PLLC will present the year-end audit report for fiscal year 2019-2020.
5. Downtown Asheboro, Inc. Executive Director Rebekah McGee will discuss the “StrEATery” event scheduled for Saturday, March 20, 2021.
6. Public comment period.
7. Consent agenda:
 - (a) Approval of the meeting minutes for the city council meeting held on February 4, 2021.
 - (b) Acknowledgment of the receipt from the Asheboro ABC Board of its meeting minutes for January 4, 2021.
 - (c) Approval of the planning department’s request to schedule for April 8, 2021, and to advertise, a legislative hearing on the question of the adoption of text amendments designed to align the city zoning ordinance with the changing legal framework for the regulation of development.
 - (d) Approval of an ordinance to amend the General Fund to account for the receipt and expenditure of CARES Act money for the Asheboro Regional Airport.
 - (e) Approval of an ordinance to amend the General Fund to account for a landscape design and master plan for the David & Pauline Jarrell Center City Garden.
 - (f) Approval of an ordinance to amend the General Fund to account for improvements to Whitley Street.

Amended Agenda

Page 2

March 4, 2021

- (g) Approval of an ordinance to amend the Economic and Tourism Development Fund to account for the city's placemaking project.
 - (h) Approval of an ordinance to amend the Economic and Tourism Development Fund for the city's downtown broadband project.
- 8. Public Hearing (Case No. RZ-21-01): Community Development Director Trevor Nuttall will describe proposed zoning ordinance text amendments related to encroachments into public rights-of-way.
- 9. Water Resources Director Michael Rhoney, PE will discuss two issues impacting the water resources division.
 - (a) Funding for proposed improvements at Sewer Lift Station No. 3.
 - (b) Consideration of a consulting forester services contract.
- 10. City Engineer Michael Leonard, PE will present the preliminary report for the Dixieland Acres traffic study.
- 11. City Engineer Michael Leonard, PE will present for consideration a resolution of intent to permanently close a portion of the public right-of-way for Sunset Avenue between Church Street and Davis Street.
- 12. City Manager John Ogburn will present a request by Mr. Donald Lanier to de-annex certain territory located on the south side of Tot Hill Road.
- 13. City Manager John Ogburn will update the council on the Covid-19 pandemic's impact on municipal operations.
- 14. Upcoming events and items not on the agenda.
- 15. Adjournment.

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, FEBRUARY 4, 2021
7:00 PM**

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

David H. Smith) – Mayor Presiding

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

Linda H. Carter) – Council Member Present by Telephone Conference Call

John N. Ogburn, III, City Manager
Robert L. Brown, Jr., Assistant Chief of Police
Holly H. Doerr, CMC, NCCMC, City Clerk
Charles J. Garner, Code Enforcement Officer
Michael L. Leonard, PE, City Engineer
Trevor L. Nuttall, Community Development Director
Randy C. Purvis, Chief Building Inspector
Jeffrey C. Sugg, City Attorney
Tammy M. Williams, Deputy City Clerk

1. Call to order.

A quorum thus being present, Mayor Smith called the meeting to order for the transaction of business, and business was transacted as follows. The number of elected officials, city employees, and private citizens physically present in the council chamber at any point in time was limited in order to maintain the physical distancing recommended by public health authorities during the current coronavirus pandemic.

During each vote, specific inquiries were made to ensure that Council Member Carter, who was participating by conference call, was on the line and able to cast her vote.

2. Moment of silent prayer and pledge of allegiance.

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

3. Appearance and recognition of guests and citizens.

Mayor Smith welcomed everyone in attendance.

4. Public comment period.

Mayor Smith opened the floor for public comments.

City Manager John Ogburn presented a letter he received from Mr. Doug Shiflet in regards to citizen concerns regarding the unsightly debris and overgrown vegetation

along I-73/74. After reading the letter, Mr. Ogburn reported on actions designed to address this problem/concern.

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

5. Report on Randolph County's assignment in the North Carolina Department of Commerce's tier level system.

Mr. Kevin Franklin, who is the President of the Randolph County Economic Development Corporation, reported that the North Carolina Department of Commerce is required to rank all 100 counties in a tier level system. The ranking of each county is based on the following four categories:

1. Unemployment rate;
2. Median household income;
3. Percentage of growth; and
4. Population and adjusted property tax base per capita.

Currently, Randolph County is a tier one county, which is the tier for the most economically distressed counties. The tier system helps the state determine which counties are most in need of financial assistance and support. While this tier status is not desired, tier one status does enhance the potential for funding opportunities. Consequently, the city will work with its economic development partners in an effort to turn this ranking into an opportunity to pursue funding that can be used to improve the community's economic prosperity.

No formal action was asked of the council during this portion of the meeting, and none was taken.

6. Annual report from the building inspections department.

Chief Building Inspector Randy Purvis presented an overview of the building inspections department's activities during 2020. Despite the challenges posed by the pandemic, the building inspections department was able to perform its mission. Changes were implemented to ensure the health and safety of the employees and customers while continuing to provide responsive customer service. The department's report reflected the issuance of a total of 972 permits with a total of \$142,473.78 in revenue received.

A copy of the annual report is on file in the city clerk's office.

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

7. Annual report from the code enforcement office.

Code Enforcement Officer Charles Garner utilized a slide show to provide an overview of the code enforcement office's activities during the preceding year. Mr. Garner's report reflected a total of 307 recorded violations for 2020. These violations included, but were not limited to, unlawful tent cities and dilapidated structures. A copy of the slide show utilized by Mr. Garner is on file in the city clerk's office.

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

8. Consent agenda:

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

- (a) **The meeting minutes for the city council's regular meeting on January 7, 2021.**

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

- (b) **Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for December 7, 2020.**

The minutes of the meeting held by the Asheboro ABC Board on December 7, 2020, have been received by the city clerk, distributed to Mayor Smith and the Council Members for review, and have been filed in the city clerk's office.

- (c) **Approval of an ordinance amending the General Fund to reflect grants received by the fire and police departments from Walmart.**

03 ORD 2-21

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

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

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

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

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

That the following Revenue line items be increased:

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

That the following Expense line items be increased:

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

Adopted this the 4th day of February 2021.

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

ATTEST:

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

- (d) **Approval of an ordinance to amend the Economic & Tourism Development Fund to reflect transactions with the Asheboro/Randolph Chamber of Commerce.**

04 ORD 2-21

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

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

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

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

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

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

That the following Revenue line items be increased:

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

That the following expense line items be increased:

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

Adopted this the 4th day of February 2021.

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

ATTEST:

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

- (e) **Approval of the planning department's request to schedule for March 4, 2021, and to advertise, a legislative hearing on the question of requested zoning ordinance text amendments related to encroachments into public rights-of-way.**

The hearing concerning the application for the above-described zoning ordinance text amendments will be scheduled and advertised in accordance with the applicable statutes/ordinances and then heard by the Asheboro City Council during its regular meeting on March 4, 2021.

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

Case No. CUP-20-12
Final Decision Document
City Council of the City of Asheboro, North Carolina

**IN THE MATTER OF THE APPLICATION BY SSV PROPERTIES, LLC FOR A
CONDITIONAL USE PERMIT AUTHORIZING WAREHOUSE
AND WHOLESALE DISTRIBUTION LAND USES**

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

THIS LAND USE CASE came before the City Council of the City of Asheboro (the “Council”) for a properly advertised quasi-judicial hearing on the question of whether to approve an application for a conditional use permit. The hearing was conducted on January 7, 2021. Having considered all competent evidence and argument presented during the hearing, the Council, on the basis of competent, material, and substantial evidence, does hereby enter the following:

FINDINGS OF FACT

1. SSV Properties, LLC, acting by and through its authorized representatives, (the “Applicant”) properly submitted an application for a conditional use permit authorizing two land uses identified by the City of Asheboro Zoning Ordinance (the “Ordinance”) as “warehouse” and “wholesale distribution” land uses.

2. In compliance with the Ordinance, the Applicant included with its application a site plan showing the proposed land uses on an approximately 6.23-acre parcel of land owned by the Applicant. The parcel of land for which a conditional use permit is sought (the “Zoning Lot”) is identified by Randolph County Parcel Identification Number 7752905855.

3. Legal notices of the requested land use approvals were mailed to adjoining property owners on December 16, 2020.

4. The Zoning Lot is located at 124 Woodcrest Road in Asheboro.

5. The Zoning Lot is inside the city limits.

6. Woodcrest Road is a city-maintained street serving commercial and industrial properties east of the Zoning Lot and serving residential properties located to the west, on the opposite side of Northside Terrace. Northside Terrace is a state-maintained road.

7. Woodcrest Road provides access to and from the Zoning Lot. In order to proceed with the proposed land uses, the Applicant will have to obtain a driveway permit from the City of Asheboro and will have to ensure that the driveway is built in accordance with city policies.

8. The entirety of the Zoning Lot is in a conditional use I2 Industrial Development District (*i.e.*, CU-I2 zoning district) because of legislative action taken by the Council on January 7, 2021, immediately prior to the Council’s deliberations concerning the Applicant’s request for a conditional use permit.

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

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

means by which special conditions can be imposed in the furtherance of the purpose of this Ordinance.

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

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

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

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

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

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

12. The requested warehouse and wholesale distribution land uses are permitted uses in the underlying I2 zoning district.

13. The Zoning Lot is currently used for a warehouse.

14. The surrounding land uses are as follows:

North:	Single-Family Residential	East:	Commercial and Single-Family Residential
South:	Industrial and Commercial	West:	Single-Family and Two-Family Residential and Undeveloped

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

16. Subsection (N) in Section 210 of the Ordinance describes the underlying I2 zoning district as intended "to produce areas for intensive manufacturing, warehousing, processing and assembly uses, controlled by performance standards to limit the effect of such uses on uses within the district and on adjacent districts."

17. The term "warehouse" is defined by the Ordinance as follows:

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.

18. The term "wholesale distribution" is defined by the Ordinance as follows:

Establishments engaged in selling merchandise to retailers, to industrial, commercial, institutional or professional business users or to other wholesalers.

19. The Ordinance requires a minimum 10-foot wide landscaped yard along street yards and a 25-foot 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. Existing vegetation may be preserved to count towards the landscaping requirements.

20. No additions are proposed to the Zoning Lot's existing structure. The Applicant is proposing to pave the existing gravel parking area and to make some changes to the design of the loading dock in addition to minor changes to the outside of the building (e.g., changes to the building trim and door canopy).

21. A legal nonconforming situation exists, and will continue to be present on the Zoning Lot, because the existing gravel parking area is situated within the required 25-foot landscaped yard that is located between the building and the street. However, the Applicant's proposal to pave this parking area will eliminate one legal nonconforming situation by coming into compliance with the Ordinance's specification that required parking must be paved.

22. Mark Trollinger, who testified as an agent for the Applicant, confirmed the Applicant's consent to the attachment of the following conditions to the requested conditional use permit:

- (A) The Applicant may use existing vegetation to meet landscaping (buffering, screening) requirements; provided, however, if any required vegetation is removed, additional plantings will be required in compliance with the applicable landscaping provisions in the Asheboro 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 the details necessary to demonstrate that the proposed outdoor lighting complies with Section 316A.B.1 (Performance Standards in Industrial Districts, Light) of the Asheboro Zoning Ordinance.
- (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 of the Asheboro Zoning Ordinance and outside of any required setbacks or buffer/screening/landscaping areas. Such a change shall not be deemed a modification of the conditional use permit and may be reviewed by city staff for inclusion into the file without further review by the Council.
- (E) Prior to the issuance of a zoning compliance permit for the proposed land uses, 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.

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

24. Mark Trollinger testified that he has a degree in architecture and has over thirty-eight years of experience in the construction industry in Asheboro and Randolph County. In his professional opinion, the Applicant's proposed land uses for the Zoning Lot will not substantially injure the value of adjoining or abutting property. No objections were raised by any party to this testimony.

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

CONCLUSIONS OF LAW

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

2. In this case, the Applicant properly submitted an application for a conditional use permit authorizing warehouse and wholesale distribution land uses on the Zoning Lot in a CU-I2 zoning district.

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

4. As part of its deliberations, the Council further noted for the record that the site plan's depiction of an "island" design feature in the proposed driveway did not have a material or consequential impact, either positive or negative, on the Council's deliberations as to whether to issue the requested conditional use permit.

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

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

ORDER

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

- (A) The Applicant may use existing vegetation to meet landscaping (buffering, screening) requirements; provided, however, if any required vegetation is removed, additional plantings will be required in compliance with the applicable landscaping provisions in the Asheboro 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 the details necessary to demonstrate that the proposed outdoor lighting complies with Section 316A.B.1 (Performance Standards in Industrial Districts, Light) of the Asheboro Zoning Ordinance.
- (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 of the Asheboro Zoning Ordinance and outside of any required setbacks or buffer/screening/landscaping areas. Such a change shall not be deemed a modification of the conditional use permit and may be reviewed by city staff for inclusion into the file without further review by the Council.
- (E) Prior to the issuance of a zoning compliance permit for the proposed land uses, 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.

The foregoing final decision document was adopted by the Asheboro City Council in open session during a regular meeting on February 4, 2021.

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

ATTEST:

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

9. Engineering Items:

(a) Zoo City Sportsplex Project

(i) Consideration of awarding a construction materials testing contract

City Engineer Michael Leonard, PE presented a proposal from S&ME, Inc. to provide construction materials testing services for Phase II of the Zoo City Sportsplex Project. The firm's services will be invoiced on the basis of the fee schedule submitted to the city and on the basis of the time actually spent on the project. The cost estimate for the above-referenced services is \$57,486.00.

After receiving a favorable recommendation from Mr. Leonard, Council Member Moffitt moved, and Council Member Burks seconded the motion, to accept the construction materials testing proposal and to award the contract to S&ME, Inc. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

(ii) Consideration of ordinances to amend the General Fund and the Zoo City Sportsplex Fund to account for the awarding of the construction materials testing contract

Mr. Leonard presented and recommended adoption, by reference, of ordinances to amend the General Fund and the Zoo City Sportsplex Fund to account for the preceding action of awarding the construction materials testing contract.

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

05 ORD 2-21

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

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

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

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

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

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

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

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

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

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

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

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

Adopted this 4th day of February, 2021.

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

ATTEST:

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

06 ORD 2-21

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

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

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

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

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

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

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

That the following Revenue line items be increased:

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

That the following Expense line items be increased:

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

Adopted this the 4th day of February 2021.

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

ATTEST:

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

(b) David and Pauline Jarrell Center City Garden Project.

(i) Consideration of awarding a design services contract

City Engineer Michael Leonard, PE reported that, in response to a request for qualifications, three firms had been evaluated for the provision of programming, conceptual design, master planning, and construction drawings for the David and Pauline Jarrell Center City Garden Project. After reviewing the qualifications of the potential design firms, Prospect Landscape Architecture, PLLC was selected for the project.

In response to the selection of the firm for this project, Prospect Landscape Architecture, PLLC submitted a fee proposal to provide the requested design consultation and deliverables for a lump sum fee of \$107,000.00. After receiving a favorable recommendation from Mr. Leonard, Council Member Bell moved, and Council Member Swiers seconded the motion, to accept the recommended proposal and award the design services contract to Prospect Landscape Architecture, PLLC.

Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers aye. There were no dissenting votes.

A copy of the proposal from Prospect Landscape Architecture PLLC is on file in the city's engineering department and the city clerk's office.

(ii) Consideration of an ordinance to establish the David and Pauline Jarrell Center City Garden Project Fund

In accordance with the preceding council action to approve the proposal from Prospect Landscape Architecture, PLLC, Mr. Leonard presented and recommended adoption, by reference, of the following budget ordinance. Council Member Burks moved, and Council Member Swiers seconded the motion, to approve/adopt the budget ordinance by reference.

Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

07 ORD 02-21

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

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

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

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

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

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

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

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

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

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

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

That the following Expense line items be increased:

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

Adopted this the 4th day of February 2021.

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

ATTEST:

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

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

(i) Consideration of awarding a design services contract

City Engineer Michael Leonard, PE reported that, in response to a request for qualifications, three firms had been evaluated for the design of signature landscape and art placements along the I-73/I-74 corridor. After reviewing the qualifications of the potential design firms, JDavis Architects was selected for the project.

In response to the selection of the firm for the project, JDavis Architects submitted a proposal to provide the requested place-making and branding services for phase one design fees in the range of \$170,000.00 to \$185,000.00, depending on the final scope of services rendered. After receiving a favorable recommendation from Mr. Leonard, Council Member Moffitt moved, and Council Member Redding seconded the motion, to accept/approve the proposal from JDavis Architects.

Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

A copy of the above-referenced proposal is on file in the city’s engineering department and the city clerk’s office.

(ii) Consideration of an ordinance to amend the Economic and Tourism Development Fund for the I-73/74 Place-Making and Branding Project

During the course of discussing this item and the preceding acceptance of the proposal from JDavis Architects, a general consensus emerged to have city staff members revise the initial draft of the ordinance in order to obtain better alignment of the contemplated amendment with the design fees listed in the

proposal from JDavis Architects. A revised ordinance will be presented for consideration during the next regular council meeting.

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

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

City Engineer Michael Leonard, PE discussed preliminary survey work performed along a city-maintained section of Sunset Avenue between Church Street and Davis Street. It appears the existing 70-foot public right-of-way for this section of Sunset Avenue could be narrowed for the benefit of adjoining property owners without harming public safety and access to this area. Before discussing a potential reduction in public right-of-way with multiple adjoining property owners, city staff wanted to confirm that the governing board has no objections to this project continuing to the next stage.

The council members raised no objections to the active continuation of the project to potentially reduce the width of the public right-of-way along the above-identified section of Sunset Avenue. City staff will bring this issue back to the council when action can be considered for advancing the process.

(e) Asheboro Regional Airport Items.

(i) Consideration of Work Authorization #5 between the City of Asheboro and WK Dickson for the Hangar N (T-Hangar) Acquisition

City Engineer Michael Leonard, PE presented and recommended approval of Asheboro Regional Airport Work Authorization No. 5 between the City of Asheboro and W.K. Dickson & Co., Inc. (the city's project engineer at the airport) for assistance with the potential acquisition of the outstanding leasehold interest in Hangar N at the Asheboro Regional Airport. The contemplated acquisition is eligible for funding from the Division of Aviation.

However, the assistance of W.K. Dickson & Co., Inc., including its subcontractors, will be needed in order to complete all of the requirements that must be satisfied in order to obtain the desired funding. The engineering firm has agreed that full compensation for the services specified under Work Authorization No. 5 would be \$26,219.00.

After receiving a favorable recommendation from Mr. Leonard, Council Member Moffitt moved, and Council Member Burks seconded the motion, to approve the above-described Work Authorization No. 5. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

A written copy of Asheboro Regional Airport Work Authorization No. 5 is on file in the city engineering department and in the city clerk's office.

(ii) Discussion of the comparative analysis between purchasing the outstanding leasehold interest in Hangar N versus constructing a new corporate hangar

City Engineer Michael Leonard, PE reported that the Asheboro Airport Authority has requested a comparative analysis of the cost of constructing a new hangar versus acquiring the outstanding leasehold interest in Hangar N

at the Asheboro Regional Airport. The engineering department has now completed this analysis, and the findings were shared with the governing board.

On the basis of the city staff's analysis, the council received a recommendation to purchase the leasehold interest in Hangar N. A copy of the analysis prepared by the city engineering department is on file in the city clerk's office.

In light of the staff report, the council members expressed no opposition to allowing the project to potentially acquire the leasehold interest in Hangar N by means of a voluntary purchase to proceed.

(iii) Consideration of the short-term hangar lease agreement template to be used to implement recently approved month-to-month rental rates.

City Engineer Michael Leonard, PE reported that, as a follow-up to the council's action last month to approve new monthly rental rates for certain hangars at the Asheboro Regional Airport, the city attorney has drafted a hangar lease agreement template that can be used to implement the new monthly hangar rental rates. In view of the need for a new standardized month-to-month lease agreement template to fully implement the council's action in January 2021, Mr. Leonard recommended adoption, by reference, of the following resolution.

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

RESOLUTION NUMBER 03 RES 2-21

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION APPROVING A LEASE AGREEMENT TEMPLATE FOR MONTH-TO-MONTH HANGAR RENTALS AT THE ASHEBORO REGIONAL AIRPORT

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

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

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

- (5) To determine the charge or rental for the use of any properties under its control . . . and the terms and conditions under which such properties may be used, provided that in all cases the public is not deprived of its rightful, equal, and uniform use of such property. Charges shall be reasonable and uniform for the same class of service and established with due regard to the property and improvements used and the expense of the operation to the municipality; and*

WHEREAS, by means of adopting Resolution Number 01 RES 1-21 on January 7, 2021, the Asheboro City Council has taken the following actions in response to hangar leasing recommendations received from the Asheboro Airport Authority:

(A) Effective February 1, 2021, the Asheboro Airport Authority's rental rate recommendations pertaining to month-to-month hangar leases, which are stated in the attached document identified as "Attachment A" and hereby incorporated into this Resolution by reference as if copied fully herein, have been approved without any modifications; and

(B) Upon the expiration of existing long-term lease agreements for hangars that fall within the scope of the resolution that approved new rental rates on January 7, 2021, the month-to-month leasing of the designated hangars will initially be implemented by means of utilizing the short-term leasing authority delegated to the city manager pursuant to Asheboro City Council Resolution Number 29 RES 8-19; and

WHEREAS, city staff members have prepared a proposed month-to-month hangar lease agreement template that, with the governing board's concurrence, will be used by the city manager to exercise his short-term leasing authority to begin the implementation of the recently approved month-to-month leasing arrangements; and

WHEREAS, the Asheboro City Council concurs with the recommendation received from the city staff to utilize the attached month-to-month hangar lease agreement template, which is identified as "Attachment B" and is hereby incorporated into this Resolution by reference as if copied fully herein, to implement the month-to-month hangar leasing terms previously approved on January 7, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, effective upon the adoption of this Resolution, the lease agreement template attached to this Resolution as "Attachment B" is hereby approved.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 4th day of February, 2021.

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

ATTEST:

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

Attachment A

1. Hangar B (1,440 Square Feet)

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

2. Hangar C (1,440 Square Feet)

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

3. Hangar D (1,440 Square Feet)

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

4. Hangar E (2,000 Square Feet)

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

5. Hangar F (1,512 Square Feet)

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

6. Hangar K (6,400 Square Feet)

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

Attachment B

STATE OF NORTH CAROLINA

ASHEBORO REGIONAL AIRPORT MONTH-
TO-MONTH HANGAR LEASE AGREEMENT

COUNTY OF RANDOLPH

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

Tenant's Legal Name (Please Print): _____

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

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

Tenant's Mailing Address: _____

WITNESSETH:

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

Section 1. PREMISES

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

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

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

Section 2. TERM OF THE LEASE AGREEMENT

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

Section 3. TERMINATION OF THE LEASE AGREEMENT

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

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

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

Section 4. DURATIONAL LIMIT

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

Section 5. RENT

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

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

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

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

5.5 Late Charges. In the event that Tenant fails to pay the above-described Basic Rental within ten (10) calendar days after such payment is due, Tenant shall be obligated to pay a late charge in the amount of ten percent (10%) of the Basic Rental amount for the month ("Late Charges"). Late Charges shall constitute additional rental and shall be payable with the next installment of Basic Rental.

Section 6. PERMITTED USE AND ACTIVITY

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

6.2 Permitted Aircraft Form. The Permitted Aircraft must be listed and more specifically identified on one or more pages of the PERMITTED AIRCRAFT form (the "Aircraft Form") attached hereto as EXHIBIT 2, which is hereby incorporated into this Lease Agreement by reference as if copied fully herein. In the event that Tenant seeks to substitute different aircraft for the aircraft listed with the Landlord, the Tenant must submit a revised

Aircraft Form to the Airport Authority for written consent. As part of the evaluation process for reviewing revised Aircraft Form submittals, the Airport Authority may request documents confirming the Tenant's legal interest in the proposed aircraft or other documents as deemed necessary in the reasonable discretion of the Airport Authority.

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

Section 7. UTILITIES

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

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

Section 8. HVAC UNIT

8.1 ☐ No HVAC unit on the Premises.

8.2 ☐ Tenant maintains HVAC unit during the term of the Lease Agreement.

Section 9. MISCELLANEOUS EXPENSES

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

Section 10. OPERATING PROCEDURES AND LIMITATIONS

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

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

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

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

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

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

Section 11. AIRPORT AUTHORITY RULES AND REGULATIONS

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

Section 12. LANDLORD ACCESS

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

Section 13. PROHIBITION OF LIENS

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

Section 14. PROHIBITION OF ASSIGNMENT AND SUBLEASING

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

Section 15. RISK OF LOSS

Landlord shall not be liable for loss arising out of damage to or destruction of the Premises or its contents from any cause, except such loss as may be recoverable under the Landlord's standard liability insurance policy. In the event of the partial or total destruction of the Premises and any contents located therein, the risk of loss lies entirely with the Tenant. With regard to the issue of repairing or constructing a new hangar in the event of the partial or total destruction of the existing structure, the Tenant hereby expressly acknowledges and agrees that the Landlord is under no obligation of any kind to repair the existing structure or to construct a new structure.

Section 16. INDEMNIFICATION

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

Section 17. INSURANCE

17.1 Minimum Limits/Scope of Insurance. Prior to the Commencement Date of this Lease Agreement, Tenant shall procure and maintain at Tenant's own cost and expense, for the duration of the Lease Agreement, aircraft or general liability insurance against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operation, storage, maintenance, and use of aircraft arising from or related to this Lease Agreement. The required policy shall not exclude

property damage to aircraft and other property of others in the care, custody, and control of the Tenant. The City of Asheboro shall be named as an additional insured on the policy. The policy shall provide limits of coverage of no less than \$1,000,000 per occurrence.

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

Section 18. DEFAULTS AND REMEDIES

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

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

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

- (A) Landlord may seek to reenter and recover possession of the Premises by any lawful means available to it, in which case this Lease Agreement shall terminate immediately and Tenant shall immediately remove all personal property, including aircraft, from the Premises. Tenant may choose to surrender possession of the Premises to Landlord by giving the Landlord notice of its intent to do so. Landlord may choose to accept Tenant's surrender of the Premises and agree not to evict Tenant on condition of Tenant's surrender. Upon Landlord's acceptance of Tenant's surrender of possession of the Premises, Tenant's tenancy terminates, and no future Basic Rental will come due. However, Tenant would still be obligated to pay the Landlord any and all outstanding unpaid rental amounts, fees, or late charges;
- (B) Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, delinquent rent, interest at the maximum amounts allowed by law on the delinquent rent, and reasonable attorneys' fees; and
- (C) Landlord may elect to pursue any other legal remedy or equitable remedy now or hereafter available to Landlord under the laws of the State of North Carolina.

Section 19. NOTICES

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

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

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

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

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

Section 20. CONTROL OF ACCESS

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

Section 21. WAIVER

No failure by Landlord to insist upon the strict performance of any agreement, term, covenant, or condition hereof; no failure by Landlord to exercise any right or remedy consequent upon a breach thereof; and no acceptance of full or partial payment(s) of rental during the continuance of any such breach shall constitute a waiver of any such breach, agreement, term, covenant, or condition. No waiver by Landlord of any breach by Tenant under this Lease Agreement or of any breach by any other tenant under any other lease of any portion of the Asheboro Regional Airport shall affect or alter this Lease Agreement in

any way whatsoever. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act.

Section 22. LANDLORD'S MUNICIPAL REGULATORY AUTHORITY

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

Section 23. COUNTERPARTS

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

Section 24. GOVERNING LAW

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

Section 25. FORUM SELECTION

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

Section 26. MERGER OF NEGOTIATIONS

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

Section 27. E-VERIFY

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

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

CITY OF ASHEBORO,
A North Carolina municipal corporation

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

Date: _____

TENANT

By: _____
Signature of Authorized Person

Typed/Printed Name of Authorized Person

Typed/Printed Title of Authorized Person

Date: _____

**[The diagram attached in the original document as EXHIBIT 1
is on file in the city engineering department and
in the city clerk’s office.]**

EXHIBIT 2

PERMITTED AIRCRAFT

Aircraft Make and Model: _____

Aircraft Registration No.: _____

Name(s) of Registered
Owner(s): _____

10. City Manager John Ogburn updated the council on the impact of the COVID-19 pandemic on municipal operations and the city at large.

Mr. Ogburn utilized a slide show in order to update the council members on the continuing impact of the pandemic. As of February 3, 2021, there were 11,700 confirmed cases and 186 confirmed deaths. Randolph County is still a code red county with critical community spread. Mr. Ogburn emphasized the continued use of “The 3 W’s:”

- 1. Wash-hands
- 2. Wear-face covering
- 3. Wait-at least six (6) feet apart)

The above-referenced agenda item was for informational purposes only, and no formal action was taken by the council during this portion of the meeting.

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

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

There being no further business to conduct, the meeting was adjourned at 8:40 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

155

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on January 4, 2021

The Asheboro ABC Board met on Monday, January 4, 2021, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC. Present at the Board office were Board Member Steve Knight and General Manager Rodney Johnson (GM). The Chair and Board Member Bob Morrison 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 December 7, 2020, meeting were reviewed and approved by the Board. The Chair and Bob Morrison directed the GM sign the minutes for them.

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 Steve Knight, the Board approved extending the pay through April 2021 and to review the issue at the Board's May 2021 meeting.

Grant notices for 2021 1st and 2nd Quarter funds will be announced during January 2021. Applications will be reviewed at the Board's February 1, 2021, meeting.

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

1. Asheboro ABC sales statistics comparing:

- December sales with the previous month indicate:
 - An overall +49.5% change (all sales and tax collections)
- December 2020 sales with sales from the same month last year indicate:
 - Retail Sales +26.8%
 - Mixed Beverage Sales: -24.9%
 - Sales Tax Collections: +26.8%
 - Overall Collections: +22.35%
- December 2020 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +12.1%
 - Mixed Beverage Bottle Sales: -22.6%
 - Overall Bottle Sales: +10.3%

The next regular Asheboro ABC Board meeting will be held Monday, February 1, 2021, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 2-1-21


GM

Stephen R Knight

J Drake Schirley

by R Johnson

Sub motion

by R Johnson

ORDINANCE TO AMEND THE GENERAL FUND
FY 2020-2021

WHEREAS, the City of Asheboro received CARES act money from NCDOT for use at the Asheboro Regional Airport, and;

WHEREAS, the City of Asheboro wishes to recognize these funds in the budget and allocate those funds to go toward the acquisition of Hangar N approved at the February 4th Council Meeting, and;

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

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

That the following Revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Change</u>
10-349-0000	State Grants	30,000

That the following Expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Change</u>
10-650-0400	Professional Services	30,000

Adopted this the 4th day of March 2021.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND THE GENERAL FUND
FY 2020-2021

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

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

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

WHEREAS, at the Project Ordinance to establish the David & Pauline Jarrell City Garden Fund was approved by the City Council at the February 4, 2021 meeting, and:

WHEREAS, a contribution from the General Fund is needed to cover the masterplan development, and;

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

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

That the following Revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
10-399-0000	Fund Balance Appropriation	\$107,000

That the following Expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
10-620-7500	Contribution to David & Pauline Jarrell City Garden Fund	\$107,000

Adopted this the 4th day of March 2021.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND THE GENERAL FUND
FY 2020-2021

WHEREAS, as part of annexation negotiations in 2007, the City of Asheboro agreed to contract and install water, sanitary sewer, storm sewer and paving improvements to Whitley Street area when the property was developed, and;

WHEREAS, the property was planned to be developed in 2017 with an expected completion time in 2018 and was thus funding was included in the General Fund with the expectation of reimbursement, and;

WHEREAS, at this time, the area is under development and the portion of the project that the City is responsible has been completed to the satisfaction of the City of Asheboro, and;

WHEREAS, the general fund budget needs to be amended to provide funding for the anticipated reimbursement for the storm sewer and street improvements as agreed to in 2007, and:

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

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

That the following Revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
10-399-0000	Fund Balance Appropriation	\$166,200

That the following Expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
10-565-4505	Contracted Maintenance- Construction	\$166,200

Adopted this the 4th day of March 2021.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

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

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

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

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

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

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

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

That the following Revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
72-354-1000	Allocation for Branding on HWY 64 bypass- Phase I	\$185,000

That the following expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
72-800-0004	Branding on HWY 64 bypass- Phase I	\$185,000

Adopted this the 4th day of March 2021.

David H. Smith, Mayor

ATTEST:

Holly H Doerr, CMC, NCCMC, City Clerk

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

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

WHEREAS, the need to fiber / broadband internet has been deemed as essential to support the redevelopment of the downtown area, and;

WHEREAS, in November 2020, the City Council approved a budget amendment in the amount of \$86,000 to begin the project of extending internet in the downtown area, and;

WHEREAS, the additional cost to extend fiber in the downtown area for work expected to be completed in the 2020-2021 fiscal year is estimated at \$133,000, and;

WHEREAS, the projected cost to extend fiber in the downtown area for work expected to be completed in the 2021-2022 fiscal year is estimated at \$100,000, and;

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

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

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

That the following Revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
72-384-0000	Downtown Redevelopment	\$233,000

That the following expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
72-800-0003	Downtown Redevelopment	\$233,000

Adopted this the 4th day of March 2021.

David H. Smith, Mayor

ATTEST:

Holly H Doerr, CMC, NCCMC, City Clerk

**CITY OF ASHEBORO
ENGINEERING DEPARTMENT**

MEMORANDUM

To: John N. Ogburn, III, City Manager
From: Michael L. Leonard, PE, City Engineer
Date: 3/2/2021
Cc:
Subject: Downtown Broadband Internet

Mr. Ogburn,

At the recommendation of the Asheboro/Randolph Chamber of Commerce Downtown Committee the City of Asheboro began investigating and installing Broadband Internet for WiFi to the Downtown Area. The Engineering Department had begun to work it into the proposed "Street Diet" project, street light improvements and burying the electrical, but unfortunately, the project never came to fruition with the power company.

In order to keep this part of the project underway the Engineering Department was instructed to coordinate with the local broadband supplier for completion of the contracted work. The City of Asheboro no longer has a franchise agreement for broadband through the national carriers and chose to work with the local provider, Ready Telecom, Inc. At the November 2020 City Council Meeting a budget amendment for a portion of the work completed to that date was approved for \$86,000.00. A new budget amendment will be required for the remaining work to be completed by June 30, 2021 for the amount of \$133,000.00.

This project is large in scope as the railroad would only allow one crossing at Lanier Street for the projects entirety. At this time approximately 5480LF of conduit and fiber have been installed and are in service and an additional 220LF are required to complete the loop for the first phase. The attached map shows these areas which include:

Installed:

- 275LF on Sunset Avenue
- 695LF on Scarboro Street
- 1750LF on Cox Street
- 1100LF on S. Church Street
- 160LF into Bicentennial Park from Sunset Avenue
- 775LF on Lanier Street
- 350LF on Kivett Street
- 375LF on N. Fayetteville Street

Scheduled (2020/2021 Fiscal Year):

- 220LF on S. Fayetteville Street

Phase 2 Installation (2021/2022 Fiscal Year):

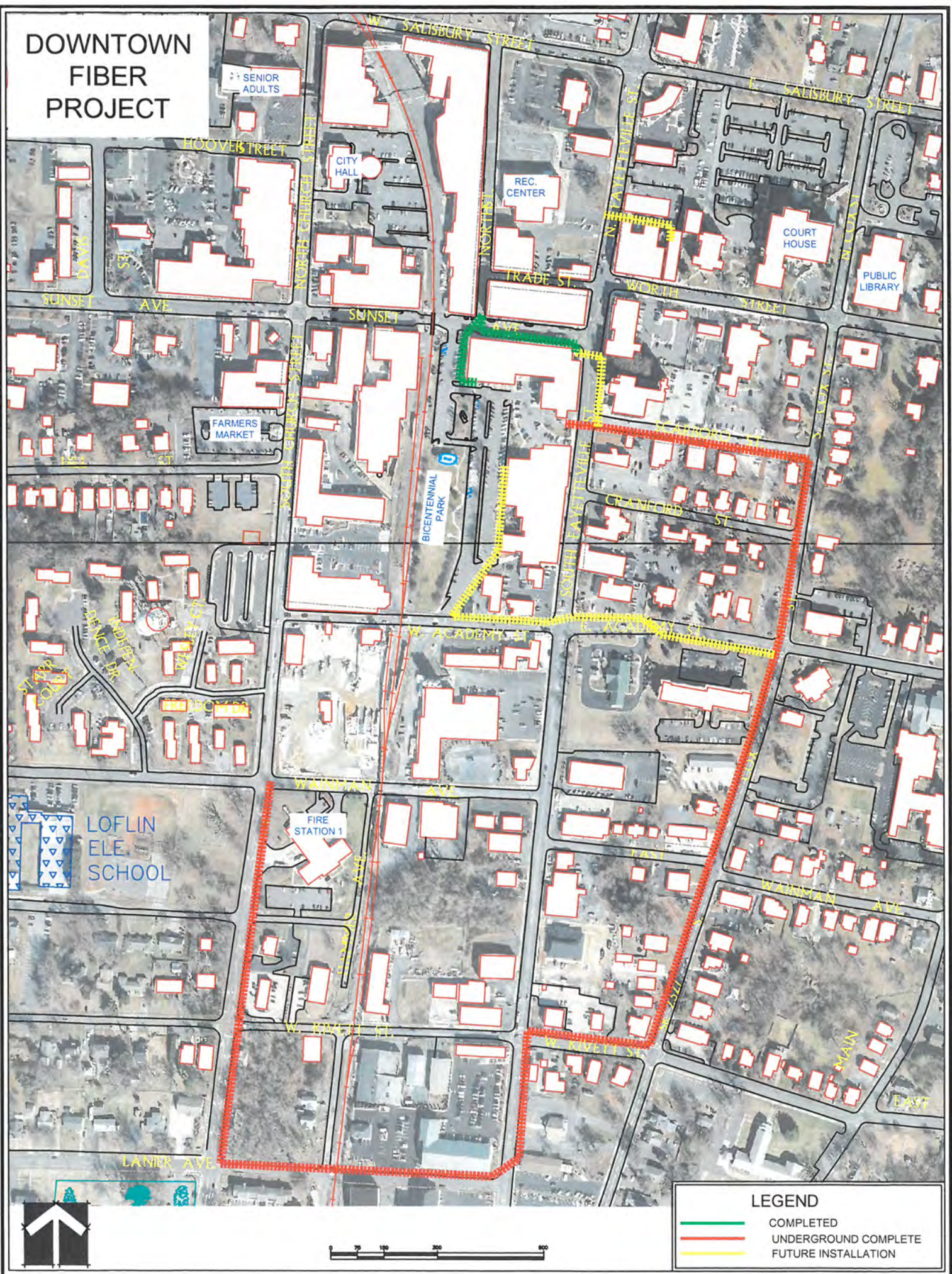
- 190LF on S. Fayetteville Street
- 920LF on W. & E. Academy Street
- 425LF into Bicentennial Park from W. Academy Street

The costs for the areas to be completed by the end of Fiscal Year 2020/2021 are approximately \$133,000.00 with \$118,592.94 of that estimate already being complete and invoiced to the City. Also attached, please find an invoice for the completed work for which payment is recommended by staff.

Respectfully,


Michael L. Leonard, PE
City Engineer

DOWNTOWN FIBER PROJECT



Ready Telecom, Inc.220 Sunset Ave
Asheboro, NC 27203**Invoice: 764218****Date: 3/1/2021**Phone: 336-610-3001 / Fax: 336-629-5961
www.readytelecom.com**Bill to:** 11602
City of Asheboro
Ellie Roberts
PO Box 1106
Asheboro NC 27204
USA**Sold to / Ship to:** 11602
City of Asheboro
PO Box 1106
Asheboro NC 27204
USA**Phone:** (336) 626-1201**Fax:****Username:** downtownwifi

Item	Monthly Charges	Price	Qty	Extended
MISC	Fiber for Downtown Asheboro	118,592.94	1.00	118,592.94

Please visit our website for rate change notifications. www.readytelecom.com

Subtotal	118,592.94
Total Taxes	0.00
Total	118,592.94
Paid	0.00
Due	\$118,592.94

A late payment fee of 1.5% will apply monthly to all charges that remain unpaid 10 days after the Due Date.

Due Date 3/15/2021



RZ-CUP-21-01: Text amendments to the Zoning Ordinance related to encroachments within public right-of-ways

Planning Board Recommendation and Staff Report

Planning Board Recommendation & Comments to City Council

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

Case # **RZ-21**
 -01

Date 3-4-2021

Applicant City of Asheboro

Legal Description

Text amendments to the zoning ordinance related to encroachments in the the public right-of-way within the Center City Planning Area

Requested Action See legal description above

Existing Zone N/A

Land Development Plan See text amendment staff
 report

Planning Board Recommendation

The Planning Board recommended approval of the request.

Reason for Recommendation

The Planning Board concurred with staff reasoning.

Planning Board Comments

Rezoning Staff Report

RZ Case # RZ-21-01

Date 3/4/2021 City Council

General Information

Applicant City of Asheboro

Address 146 North Church Street

City Asheboro NC 27203

Phone 336-626-1201

Location N/A

Requested Action Text amendments to the zoning ordinance related to encroachments in the the public right-of-way within the Center City Planning Area

Existing Zone N/A

Existing Land Use N/A

Size N/A

Pin # N/A

Applicant's Reasons as stated on application

See attached statement.

Surrounding Land Use

North N/A

East N/A

South N/A

West N/A

Zoning History

Legal Description

"Request Action" above details the legal description.

Analysis

1. The Asheboro Zoning Ordinance generally prohibits encroachments into public right-of-ways, which are outside of a public street that is maintained by either the City of Asheboro or North Carolina Department of Transportation. Such encroachments may include features such as canopies, awnings, signs, or improvements related to outdoor dining.
2. There has been an increase in the number of requests for encroachments described in (1) above, particularly in the central business district that makes up the historic core and coincides with part of the Center City Planning Area, where the setbacks of existing structures tend to be minimal, or in some cases are directly along the public right-of-way line. The proposed text amendments are focused on the Center City Planning Area.
3. The Asheboro City Code includes provisions for encroachments into public right-of-ways, with review to ensure such encroachments do not create safety problems or prevent free passage across them.
4. The City only has jurisdiction over city-maintained public right-of-ways. The North Carolina Department of Transportation reviews encroachment requests within public right-of-ways of state-maintained roads. State law, for example, allows encroachments into the public right-of-way in cases such as sidewalk dining (which may include structures regulated by the Zoning Ordinance). This is subject to an agreement between the local government and NCDOT (Session Law 2013-266).
5. The intent of the amendments is to ensure that the zoning ordinance isn't in conflict with the provisions of the city code, or allowances by state law. However, the other provisions related to design standards, provisions related to area, height, and placement, and other general requirements are not affected by this proposal.

Rezoning Staff Report

RZ Case # RZ-21-01

Page 2

Consistency with the 2020 LDP Growth Strategy designations

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

Proposed Land Use Map Designation Not applicable
Small Area Plan Not applicable
Growth Strategy Map Designation Not applicable

LDP Goals/Policies Which Support Request

2.1.1 The Zoning Ordinance will periodically be reviewed to ensure that the specific regulations for each Zoning District are aligned with the desired character and focus of each district.

3.2.1 The City will amend Zoning requirements (i.e. setback regulations, permitted building materials, orientation of streetscapes, parking areas, pedestrian access, etc.) to ensure that new development is compatible with, and enhances, the architectural design of surrounding land uses.

Checklist Item 10: Text amendment is consistent with Land Category Descriptions. *Staff Note: Actual checklist item refers to rezoning request consistency with Land Category Descriptions, but as articulated in final analysis on p. 3, the text amendment also complies with this item.*

Rezoning Staff Report

RZ Case # RZ-21-01

Page 3

LDP Goals/Policies Which Do Not Support Request

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

The proposed text amendments are intended to allow encroachments into the public right-of-ways under certain circumstances to enhance the unique experience and design of the Asheboro City Center area, but must be done prudently.

The current proposal is intended to ensure that all other requirements of the zoning ordinance and other regulatory provisions addressing appearance, safety, and public accessibility are strictly maintained but allows accommodation of appropriately designed spaces in the public realm. The proposal also clarifies, and as necessary, removes language that is currently in conflict with the Asheboro City Code, and allows for the appropriate review process to occur if encroachments are proposed in state-maintained right-of-ways.

Recognition that buildings in the Center City were developed with limited space separating them from the street acknowledges both unique design challenges not usually faced outside this area and opportunities to prudently respond to changing conditions and encourage features that enliven the City Center's streetscape, which the Land Development Plan envisions as a "unique and vibrant atmosphere setting the City Center apart from other districts."

Considering these factors and state law requiring these changes, staff believes that the proposed text amendment 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.

RZ-21-01: Text amendments to the zoning ordinance concerning allowable encroachments into the public right-of-way (Article 200A, Center City Planning Area)

Tier 1

(4) Development Standards for Buildings

The following sections identify standards that shall apply to development within the Central Business Planning Area in addition to all other applicable standards contained in this Ordinance. In general, infill uses shall be compatible with the established architectural character of the area by using complementary building style, form, size, color, materials, and detailing. New construction should reinforce existing building and design patterns.

(a) Building Materials:

(i) Permitted Materials: Buildings shall be clad in one or more of the following: brick, brick veneer, ornamental split-faced concrete block or similar ornamental concrete masonry unit (CMU), stucco (synthetic or natural), stone or simulated stone/marble. Vinyl and/or aluminum may be used to clad soffits, trim, or windows. Aggregate stone panels may be used provided it does not cover more than 30 percent of any wall area.

(ii) Prohibited Materials: Materials specifically disallowed as primary siding materials include, but are not limited to: vinyl and aluminum siding, unfinished wood, concrete block (except split-faced block). In addition, materials prohibited in Sections 316A, 317A and 318A of this Ordinance are prohibited.

(b) Colors: No high intensity colors metallic colors, or fluorescent colors shall be allowed on any building or architectural element. Exception: The use of such colors shall be permitted on business identification signs.

(c) Existing Street Fronting Facades:

(i) For existing buildings, no openings on any portion of a wall oriented toward a public street shall be covered or blocked with any material so as to render the opening functionally obsolete (unable to be utilized for entry into the building) or inhibit transparency.

(ii) Security bars, panels, curtains, and like devices, whether retractable or permanent, shall not be constructed or used on the exterior portion of any building wall oriented toward a public street. Such devices may be installed on the interior of the building.

(iii) A zoning compliance permit shall be obtained prior to painting, staining, or covering any street front facade. Any street front facade of masonry buildings that has historically been left in a natural, uncovered state shall not be painted, stained or otherwise covered; this prohibition shall apply only to the masonry portion of the building and not to any non-masonry building trim or accents. This subsection shall not apply to single-or two family dwellings. (Amended 2-4-2016)

(iv) Notwithstanding Sections 304.4 and 505 of the Asheboro Zoning Ordinance, objects and structures over sidewalks otherwise permitted by Chapter 99 of the Code of Asheboro shall be allowed to encroach into city-maintained public right-of-ways and, with state approval, state-maintained public right-of-ways, provided:

(aa) any sidewalk within the public right-of-way is not rendered non-compliant with Americans with Disabilities Act standards by such object or structure; and

(bb) the object or structure does not prevent the city and any other entitled entity from maintaining public infrastructure within the public right-of-way; and

(cc) the object or structure is in strict compliance with Chapter 99 of the Code of Asheboro and all other provisions of the city Zoning Ordinance.

RZ-21-01: Text amendments to the zoning ordinance concerning allowable encroachments into the public right-of-way (Article 200A, Center City Planning Area)

Tier 2

(4) Development Standards for Buildings

The following sections identify standards that shall apply to development within the Central Fringe Planning Area in addition to all other applicable standards contained in this Ordinance. In general, infill uses shall be compatible with the established architectural character of the area by using complementary building style, form, size, color, materials, and detailing. New construction should reinforce existing building and design patterns.

(a) Building Materials:

(i) Permitted Materials: Buildings shall be clad in one or more of the following: brick, brick veneer, ornamental split-faced concrete block or similar ornamental concrete masonry unit (CMU), stucco (synthetic or natural), stone or simulated stone/marble. Vinyl and/or aluminum may be used to clad soffits, trim, or windows. Aggregate stone panels may be used provided it does not cover more than 30 percent of any wall area.

(ii) Prohibited Materials: Materials specifically disallowed as primary siding materials include, but are not limited to: vinyl and aluminum siding, unfinished wood, concrete block (except split-faced block). In addition, materials prohibited in Sections 316A, 317A and 318A of this Ordinance are prohibited.

(b) Colors: No high intensity colors metallic colors, or fluorescent colors shall be allowed on any building or architectural element. Exception: The use of such colors shall be permitted on business identification signs.

(c) Existing Street Fronting Facades:

(i) For existing buildings, no openings on any portion of a wall oriented toward a public street shall be covered or blocked with any material so as to render the opening functionally obsolete (unable to be utilized for entry into the building) or inhibit transparency.

(ii) Security bars, panels, curtains, and like devices, whether retractable or permanent, shall not be constructed or used on the exterior portion of any building wall oriented toward a public street. Such devices may be installed on the interior of the building.

(iv) Notwithstanding Sections 304.4 and 505 of the Asheboro Zoning Ordinance, objects and structures over sidewalks otherwise permitted by Chapter 99 of the Code of Asheboro shall be allowed to encroach into city-maintained public right-of-ways and, with state approval, state-maintained public right-of-ways, provided:

(aa) any sidewalk within the public right-of-way is not rendered non-compliant with Americans with Disabilities Act standards by such object or structure; and

(bb) the object or structure does not prevent the city and any other entitled entity from maintaining public infrastructure within the public right-of-way; and

(cc) the object or structure is in strict compliance with Chapter 99 of the Code of Asheboro and all other provisions of the city Zoning Ordinance.



Application for Zoning Ordinance/Map Amendment

APPLICATION FEE

A \$200 filing fee is required for any amendment.

APPLICATION INSTRUCTIONS

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

REQUIRED APPLICATION CONTENTS

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

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

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

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

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

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

Application for Zoning Ordinance/Map Amendment

APPLICANT INFORMATION

Applicant: City of Asheboro

Applicant's Phone #: 336-626-1201

Applicant's Address: 146 North Church Street; Asheboro, NC 27203

Applicant Email Address; jevans@ci.asheboro.nc.us and others

PROPERTY INFORMATION FOR MAP AMENDMENTS Text amendment, so not applicable.

Property Owner's Name _____

Location of Property _____

Property Size (ac. or s.f.) _____

Randolph County Property Identification Number (PIN#) _____

Current Zoning District _____

Requested Zoning District _____

Date Property Title Acquired _____

Deed Book _____ Page _____

Subdivision _____ Section _____ Lot # _____

Plat Book _____ Page _____

ORDINANCE AMENDMENT INFORMATION

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

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

There are no specific errors in the Zoning Ordinance that are being addressed. However, the text amendments are proposed to create consistency between the zoning ordinance and Asheboro City Code when it comes to allowable encroachments in the public right-of-way. The Asheboro zoning ordinance provisions that relate to this issue include Section 319A (Obstructions Prohibited in the Right-of-Way) and the Center City Planning Area (Article 200A) provisions. Additional provisions may be reviewed and proposed for amendment once this review process begins, however these are the two sections identified as of 1-7-2021.

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?

The City of Asheboro has seen an increasing number of requests in the Center City area that may encroach into the public right-of-way such as ~~structures, awnings, and signs~~ canopies, awnings, signs, and improvements related to outdoor dining. JLE

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

The Description of the "City Activity Center" which coincides with the Center City Planning Area includes "spaces will serve to create a unique and vibrant atmosphere setting the City Center apart from other districts." Many of the features being requested as described by Response (2) help create the atmosphere envisioned by the LDP.

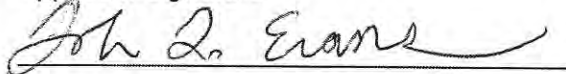
4. Are there any other circumstances, factors, or reasons that the applicant offers in support of the proposed amendment?

The Zoning Ordinance needs to be consistent with the Asheboro Code of Ordinances (City Code) in order to help facilitate the intent of the Land Development described in the application, which will be further described in the City's staff report.

APPLICATION SIGNATURES

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

Applicant Signature



Owner Signature (if different than Applicant)
N/A

Printed Name of Authorized Signatory (if different from Applicant)

Owner Address
146 N. Church Street

Asheboro, NC 27203

Position/Relationship of Authorized Signatory to Applicant
City of Asheboro Assistant Community Development Director

Telephone Number
336-626-1201

Printed Name of Authorized Signatory (if different from Owner)

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: JLE Date: Filed 1-7-2021 Case Number: RZ-21-01



ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

Kim H. Colson
Director

March 1, 2021

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

Subject: Letter of Intent to Fund
Sanitary Sewer Lift Station No. 3
Improvements
Fall 2020 Application Cycle
Project No.: SRP-W-0184

Dear Mr. Ogburn:

The Division of Water Infrastructure has reviewed your application, and the State Water Infrastructure Authority has approved your project as eligible to receive funding. The State Reserve Project Loan will be \$2,705,240 at a maximum interest rate of 1.10%. A loan fee of 2% will be invoiced after bids have been received.

Please note that this intent to fund is contingent on approval of the loan through the Local Government Commission and on meeting **all** of the following milestones:

<u>Milestone</u>	<u>Date</u>
Engineering Report Submittal	July 1, 2021
Engineering Report Approval	December 1, 2021
Bid and Design Package Submittal	June 1, 2022
Bid and Design Package Approval	October 3, 2022
Advertise Project, Receive Bids, Submit Bid Information, <u>and</u> Receive Authority To Award	February 1, 2023
Execute Construction Contract(s)	March 1, 2023

The first milestone is the submittal of an Engineering Report by close of business on July 1, 2021. The Engineering Report must be developed using the guidance found on our website (<https://deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/engineering-reportenvironmental-information>). **Failure to meet any milestone may result in the forfeiture of funding for the proposed project.**



Mr. John Ogburn, City Manager

March 1, 2021

Page 2 of 2

The State Environmental Policy Act exempts projects funded by the State Reserve (such as this project) from state-mandated environmental review. Federal requirements may still apply. [NCGS 113A-12(2)h.]

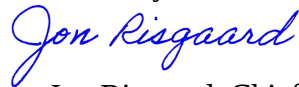
Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for funding and the total funding amount may be reduced. Additionally, changes in the scope or priority points awarded – based on additional information that becomes apparent during project review – may also result in changes to the total funding amount and loan terms.

Joint Legislative Committee on Local Government Notification Requirements

In accordance with G.S. 120-157.2, local government units with projects that require debt to be issued greater than \$1,000,000 **must** submit a letter to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission. You are responsible for submitting that letter and providing a copy to the Division.

If you have questions, please contact me at (919) 807-6458, by email at jon.risgaard@ncdenr.gov, or Antonio V. Evans, PE by phone at (919) 707-9168, by email at tony.evans@ncdenr.gov.

Sincerely,



Jon Risgaard, Chief
State Revolving Fund Section

CC: Hiram J. Marziano, PE, Hiram J. Marziano, P.E., Asheboro
Michael D. Rhoney, PE, City of Asheboro, Asheboro
Mark Hubbard, PE
Project File (**COM_LOIF**)

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION AUTHORIZING THE ENTRY OF THE CITY INTO A
PROFESSIONAL SERVICES CONTRACT FOR
CONSULTING FORESTER SERVICES**

WHEREAS, the City of Asheboro (the "City") owns several acres of land, initially estimated to be approximately 86 acres, at the City of Asheboro Wastewater Treatment Plant with standing timber that, in accordance with good asset management practices, should be evaluated for a potential timber sale; and

WHEREAS, Tugwell Consulting Forestry, P.A. of Asheboro, North Carolina (the "Consultant") has provided competent and satisfactory consulting forester services to the City during past timber sales; and

WHEREAS, the Consultant is willing to provide the professional services needed to conduct a proper evaluation of the wastewater treatment plant property for a potential timber sale; and

WHEREAS, the professional services contract submitted by the Consultant is attached to this Resolution as EXHIBIT 1 and is hereby incorporated into this instrument by reference as if copied fully herein; and

WHEREAS, the Asheboro City Council concurs with the recommendation from the water resources director and the city manager to enter into the proposed professional services contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the professional services contract attached to this Resolution as EXHIBIT 1 is hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the city manager is authorized and directed to execute the contract on behalf of the municipal corporation.

**[The remainder of this page has been intentionally left blank.
The next page is the signature page.]**

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 4th day of March, 2021.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

EXHIBIT 1

STATE OF NORTH CAROLINA

PROFESSIONAL SERVICES CONTRACT

COUNTY OF RANDOLPH

THIS CONTRACT, made and entered into as of the date of the last signature affixed hereto, by and between the **CITY OF ASHEBORO**, a North Carolina municipal corporation located in Randolph County, North Carolina, hereinafter called "Owner", and **TUGWELL CONSULTING FORESTRY, P.A.** of Asheboro, N.C., Randolph County, State of North Carolina, hereinafter called "Consultant";

WITNESSETH

THAT for the purpose and subject to the conditions hereinafter set forth said Owner hereby contracts for the professional services of the Consultant, and the Consultant hereby agrees to provide such services.

THE PURPOSE, TERMS, AND CONDITIONS OF THIS CONTRACT ARE AS FOLLOWS:

1. The property that is the subject of this Contract is various tax identification parcel numbers, of approximately 86 +/- total acres, known as the ***Wastewater Treatment Plant Property***, located adjacent to Bonkemeyer Drive in Asheboro. Tax ID #'s: 7763-64-5814, 7763-75-8973, and 7763-74-2717. Deed references, respectively: DB 652/648, DB 652/645, and DB 652/651.
2. The **Consultant** agrees to perform the following professional services, in preparation to conduct a timber sale and in so doing, shall:
 - a. Go upon the property, and locate and mark cutting boundaries within which the harvesting of timber is to be done. If any question arises as to the location of property lines, he will recommend a survey, if the same is deemed necessary.
 - b. The Consultant will perform a timber inventory and appraisal, and recommend to the Owner a fair market value for which the timber should be sold, based upon current markets. If Owner is not satisfied with the fair market value, Owner may void the remainder of this contract, by paying the appraisal fee as described in 4.b. below.
 - c. The Consultant will recommend to the Owner the method of sale to a buyer at not less than the value determined by the Consultant prior to posting or giving any notice of the type of sale. Any recommended method of sale shall be in strict compliance with Article 12 (Sale and Disposition of Property) in Chapter 160A of the North Carolina General Statutes.

- d. The Consultant will make himself available to interested buyers to show the timber and answer any questions they may have concerning this timber sale.
 - e. If timber is to be sold by the negotiated offer, advertisement, and upset bid process, Consultant will seek to promote such type sale among available prospective buyers or offer to prospective buyers the timber at no less than the agreed price between the Owner and Consultant.
 - f. Supply to the attorney the proper information for preparation of the timber deed. Work with the attorney, timber purchaser, and Owner to coordinate and facilitate closing of the timber sale transaction.
 - g. Periodically check upon, and inspect the manner in which the timber is being harvested to be certain that the logging contractor follows all conditions specified in the timber deed.
 - h. Assist the landowner with reforestation, if desired, by preparing all cost-share forms and reforestation plans for submitting to the appropriate government agency.
3. The **Owner** agrees:
- a. To guarantee the title and legal ownership to any timber proposed to be sold.
 - b. To provide survey if necessary.
 - c. To provide legal right of ingress, egress, and regress to the property in locations approved by the City of Asheboro Water Resources Director as compatible with the operations of the City of Asheboro Wastewater Treatment Plant.
 - d. To the extent permitted by law, not to negotiate with any buyer as to price, terms or conditions of the timber sale without the prior consent of the Consultant.
 - e. Subject to strict compliance with the applicable legal authorities, to place on the Asheboro City Council's meeting agenda a formal request for authorization to execute a General Warranty Timber Deed, or Timber Sale Agreement, when presented.
 - f. To delineate, in writing before the timber sale, any and all fences, structures, improvements, sewer lines, equipment within the sale area, power lines, easements, or any item of importance or concern within the timber sale area.
4. The Owner agrees to pay the Consultant 10% of the total sale price for his efforts to sell said timber.

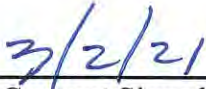
- a. The Consultant is due full commission if an acceptable offer is obtained at the sale. An acceptable offer is defined as an offer that satisfies both of the following requirements: (i) The offer must be submitted in strict compliance with the laws and regulations applicable to a sale conducted by the City of Asheboro for standing timber on the Wastewater Treatment Plant Property; and (ii) Such an offer meets or exceeds the fair market value, as set by the Consultant's timber appraisal.
 - b. If timber is not sold by the date set by the parties hereto for the sale by a method of sale strictly compliant with the laws and regulations applicable to the City of Asheboro, because of low, no, or unacceptable bids, then Owner shall pay to Consultant an appraisal fee of \$2,500.00. Payment is due within 15 days after the date set for such sale.
 - c. Full payment is due at closing of the timber sale upon delivery of the timber deed and receipt of the sale proceeds. Consultant shall have the authority to take the sale proceeds into his escrow account for disbursement. A final disbursement of funds to the Owner in accordance with this contract and a settlement statement detailing the transaction shall be provided to the Owner within 3 business days of the Consultant's receipt of funds.
 - d. If the timber is not sold because of low, no, or unacceptable offers, Consultant shall then have for a period of six months the exclusive right to negotiate for the sale of the timber at the price established by the current appraisal by Consultant; provided, however, any such sale and the related negotiations must be conducted in strict compliance with the laws and regulations applicable to a sale conducted by the City of Asheboro for standing timber on the Wastewater Treatment Plant Property. If such a sale is successfully concluded, payment shall be made as specified in 4 above, less any appraisal fee previously paid.
5. It is understood and agreed that the duties to be performed by the Consultant with respect to preparing for and conducting the timber sale shall be done within a period of 60 days.
 6. E-Verify Requirements: Consultant and any of its subcontractors that perform work on this Project shall comply with the applicable requirements in Article 2 (Verification of Work Authorization) of Chapter 64 of the North Carolina General Statutes.

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day, month, and year indicated below.



E. Gerald Tugwell, R.F., A.C.F.
Tugwell Consulting Forestry, P.A.
Phone: 336-953-2063



Date Contract Signed

John N. Ogburn, III, City Manager
City of Asheboro, North Carolina

Date Contract Signed

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

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

TRAFFIC CALMING STUDY

Dixieland Acres Neighborhood Traffic Study in Asheboro, NC

Prepared For:

City of Asheboro

Preliminary

February 2021

Prepared By:



8000 Regency Parkway, Suite 110

Cary, North Carolina 27518

E-mail: Lmoon@drmp.com

www.drmp.com

NC License No. C-2213

Seal Redacted
Seal Redacted
Seal Redacted
Seal Redacted
Seal Redacted
Seal Redacted

Document not considered final
unless all signatures completed.

Table of Contents

EXECUTIVE SUMMARY.....	i
1.0 INTRODUCTION	1
2.0 ROADWAY SYSTEM	1
3.0 TRAFFIC VOLUMES AND CHARACTERISTICS.....	2
3.1 Average Daily Traffic	3
3.2 Roadway and Speed Data	3
3.3 Traffic Volumes.....	4
4.0 TRAFFIC CALMING ANALYSIS ELEMENTS & METHODOLOGY	4
4.1 Traffic Calming Measures.....	4
4.1.1 Horizontal Deflection	5
4.1.2 Vertical Deflection	5
4.1.3 Street Width Reduction	5
4.1.4 Routing Restriction	5
4.2 Methodology	5
5.0 PRELIMINARY RECOMMENDATIONS	6
6.0 TRAFFIC OPERATIONS ANALYSIS	8
6.1 2021 Existing Conditions Analysis Results	8
6.2 2021 Existing Lane Length Queue Analysis	8
7.0 PUBLIC INVOLVEMENT.....	9
8.0 FINAL RECOMMENDATIONS	9

List of Tables

Table 3.1	Traffic Volumes	3
Table 5.1	Preliminary Recommendation Details	7
Table 6.1	2021 Existing Conditions Analysis Results	8
Table 6.2	2021 Lane Queue Analysis Results.....	9

List of Figures

Figure 1: Site Vicinity Map	10
Figure 2: Study Area	11
Figure 3: Primary Cut Through	12
Figure 4: Existing Conditions	13
Figure 5: Existing Conditions	14
Figure 6: 5 Year Crash Data	15
Figure 7: Preliminary Plan	16
Figure 8: Final Plan (to be provided with Final Report)	TBD

List of Appendices

Appendix A: Kick-off Meeting PowerPoint
Appendix B: Kick-off Meeting Minutes
Appendix C: FHWA Traffic Calming ePrimer
Appendix D: Field Data (Notes & Photos)
Appendix E: Preliminary Recommendations
Appendix F: Public Meeting Input (to be provided with Final Report)
Appendix G: Tube Counts (Tube Reports)
Appendix H: Turning Movement Counts (TMC Reports)
Appendix I: Crash Reports
Appendix J: Signal Plans & Coordinated Signal Timing
Appendix K: Synchro Analysis Reports
Appendix L: SimTraffic Reports

Executive Summary

This Traffic Calming Study is to effectively address the traffic problems within Dixieland Acres study area. The study area includes the roadways between NC 159, US 64 and Browsers Chapel Road in Asheboro, North Carolina. Access roads along NC 159 include Rocky Lane and Pine Grove Drive; along US 64 include Arrow Wood Road, Kenmore Street and Browsers Chapel Road; along Browsers Chapel Road includes Mackie Avenue. The project study area focuses on the 5-parallel north-south roadways within the Dixieland Acres neighborhood with adjacent arterial streets and intersections such as the signalized intersection of US 64 and NC 159 potentially contributing to the problem. See Figure 1 for Site Vicinity Map and Figure 2 for Study Area.

Using engineering judgement and information gained at the kick-off meeting with the stakeholders to identify viable traffic calming measures and alternatives, preliminary recommendations have been developed to be presented to stakeholder for feedback and comments. The preliminary recommendations include application of median islands, traffic circles, realigned intersections and multiple speed cushions. The placement and coverage of calming measures takes a system-wide approach to address issues and prevent alternative cut-through routes.

Existing traffic operations of US Hwy 64 (E. Dixie Drive) at Zoo Parkway/S. Cox Street were also analyzed to determine if delays at the intersection may encourage cut-through traffic in Dixieland Acres neighborhood. Using existing coordinated signal timings and lane geometry it was determined the signal operates at LOS C during AM peak and LOS D during PM peak. Additionally, lane queue analysis determined the northbound shared through lane queue blocks utilization of both the existing turn bay storage on northbound NC 159. Additional storage for the left turn bay could help to resolve this issue.

With feedback and revisions, the final recommendations will aim to balance addressing community concerns, effective implementation of traffic calming measures, feasibility, municipal preferences and physical and fiscal constraints.

1.0 INTRODUCTION

This Traffic Calming Study is to effectively address the traffic problems within the Dixieland Acres study area based on guidance from the FHWA's Traffic Calming ePrimer and public participation elements. The Study is located in Asheboro, North Carolina along US-64 near the intersection with NC-159 (Zoo Parkway) as shown in Figure 1, Site Vicinity Map. The study area includes the roadways between NC 159, US 64 and Browsers Chapel Road in Asheboro, North Carolina. Access roads along NC 159 include Rocky Lane and Pine Grove Drive; along US 64 include Arrow Wood Road, Kenmore Street and Browsers Chapel Road; along Browsers Chapel Road includes Mackie Avenue. The project study area focuses on the 5-parallel north-south roadways within the neighborhood with adjacent arterial streets and intersections such as the signalized intersection of US 64 and NC 159 being potentially analyzed as perceived contributions to the problem.

The analysis includes reviewing existing conditions of the Dixieland Acres neighborhood, analyzing the primary cut through route, and reviewing any intersections perceived to contribute to the problem. The main cut through route taken through the neighborhood includes the following streets, as shown in Figure 3:

- US 64 (E. Dixie Drive) to Browsers Chapel Road
- Browsers Chapel Road to Mackie Avenue
- Mackie Avenue to Brookdale Drive
- Brookdale Drive to Mark Avenue
- Mark Avenue to Pine Grove Drive
- Pine Grove Drive to NC 159 (Zoo Parkway)

The study area is adjacent to a major signalized intersection, to the west of the neighborhood, which has potential traffic deficiencies and back-up issues. To the east of the neighborhood, a shopping center, hotels, restaurants and stores generate local travel demand and are potential destinations for cut through traffic. Additional intersections analyzed due to their proximity to the neighborhood include:

- NC 159 (Zoo Parkway)/S. Cox Street and US 64 (E. Dixie Drive) – signalized

2.0 ROADWAY SYSTEM

Dixieland Acres transportation network, as illustrated in Figures 4 & 5, is comprised of several types of roadways.

US 64 (E. Dixie Drive) is classified as a boulevard and major thoroughfare. A boulevard provides moderate access, mobility and intra-area travel in cities, urban and/or residential areas. A major thoroughfare is freeway, expressway, highway, primary and/or secondary arterial whose **primary purpose** is to carry through traffic and

provide a network connections. This roadway is a two way, two lane urban arterial with two-way left-turn lanes (TWLTL), major driveways and full access movements. The posted speed limit within the study area is 45 mph. US 64 provides access to Dixieland Acres along its northern boundary via Arrow Wood Rd, Kenmore St and Browers Chapel Rd.

NC 159 (Zoo Parkway) & S. Cox Street are classified as minor thoroughfares. Minor thoroughfares are more land service oriented than the major thoroughfares. The purpose of a minor thoroughfare is to collect traffic from local access streets and carry it to the major thoroughfares. The posted speed limit within the study area along NC 159 is 35 mph providing southside access to Dixieland Acres via Rocky Ln and Pine Grove Dr. Within the study area, NC 159 is a two-lane road providing access to multiple residential areas and neighborhoods. NC 159 is also a thoroughfare connection between US 64 and the Asheboro Zoo.

Brower's Chapel Rd, Kenmore St & Pine Grove Dr are considered local residential collectors. Residential collectors are streets through residential areas that provide access to residential properties and connect the local residential streets with thoroughfares. The land uses of facilities adjacent to the road are primarily residential, but retail and institutional uses are not uncommon. Traffic calming is typically desired, to address speeding and cut-through traffic issues. Pine Grove Dr is a 35 mph, two-lane road on the south side of the neighborhood providing access into the neighborhood from NC 159. Browers Chapel Rd is a 35 mph, two-lane road in the northeast quadrant of the neighborhood, providing access from US 64 to the neighborhood via Mackie Ave. Kenmore St. is a wide 30', two-lane, 35 mph road providing access into the neighborhood from US 64 to Mackie Ave.

The remaining streets are classified as local residential streets. Local residential streets provide access to residential properties, typically single-family units and multi-family developments. These are the types of streets where traffic calming is typically desired; especially if the street includes multiple intersections with other local residential streets, thoroughfares or residential collectors. Within the study area these are two-lane, 35 mph roads. The lane widths are typically 9' with none or limited open shoulders. Short segments of curb and gutter with 12' lanes are present at the south end of Pepperidge Rd.

3.0 TRAFFIC VOLUMES AND CHARACTERISTICS

Quality Counts collected 168-hour (7-day) traffic counts between January 5, 2021 thru January 11, 2021 to get an accurate view of cut-through traffic, volumes and vehicle travel speeds, as well as the severity of these issues. A summary of the volume and speed data is shown in Table 3.1 below. The full data collected is provided in Appendix G Tube Counts.

Table 3.1 Traffic Volumes

Location	Average 24-hour Traffic Volumes	Posted Speed Limit (MPH)	High Speed (MPH)	Low Speed (MPH)	85th Percentile Speed (MPH)	168-hour Total Vehicles Traveling 15 MPH > speed limit
U.S. Hwy 64 b/w Arrow Wood Rd and Kenmore St.	25948	45	98	1	46	174 of 181,633 (0.09%)
Plantation Cir. North of Larkwood Ave.	327	35	61	6	34	4 of 2,292 (0.17%)
Arrow Wood Dr. North of Larkwood Ave.	348	35	63	2	36	7 of 2,439 (0.29%)
Brookdale Dr. South of Sequoia Ave.	592	35	55	2	39	17 of 4,143 (0.41%)
Pepperidge Rd. South of Sequoia Ave.	425	35	61	3	39	11 of 2,977 (0.37%)
Timberlane South of Sequoia Ave.	240	35	52	6	33	1 of 1,677 (0.06%)
Zoo Pkwy. Between Shepherds Way & Pine Grove Dr.	5101	35	68	6	47	1811 of 35,705 (5.07%)

Note: Traffic volumes are 24-hour average of 168-hour (7-day) traffic counts collected January 5, 2021 through January 11, 2021

3.1 Average Daily Traffic

The Annual Average Daily Traffic (AADT) along US Hwy 64 (Dixie Drive), NC 159 (Zoo parkway) is available from NCDOT. The 2019 AADT for US Hwy 64 and NC 159 are 36000 veh/day and 9500 veh/day, respectively. When compared to the average 24-hour traffic volumes collected along these routes, there is a clear reduction in the current daily traffic verse the 2019 AADT. This reduction in overall traffic is anticipated to be a combined effect of the COVID-19 pandemic, resulting in unstable traffic patterns, and the opening of the US 64 bypass, which reduces traffic demand on both US 64 and NC 159.

Historic AADT volumes are not available for the Dixieland Acres neighborhood streets. Therefore, using the traffic data from the 168-hour counts, average 24-hour traffic volumes were determined for the roadway network in the study area. The average 24-hour combined traffic volume collected through the Dixieland Acres neighborhood is approximately 1900 vehicles. The maximum 24-hour volume collected on any street was 592 veh/day along Brookdale Drive. The Average 24-hour traffic volumes are summarized in Table 3.1.

3.2 Roadway and Speed Data

The N-S parallel routes within the study area are only stop controlled at the north and south ends of the roadway. This allows for an unhindered flow of traffic along these routes. Brookdale Drive in particular, benefits from this unhindered flow in the northbound direction as it carries traffic directly to Mackie Ave without stop control. Collected data along these routes shows higher traffic volumes along Brookdale Drive as well as increased travel speeds. The 85th percentile speeds recorded within the neighborhoods are within 5 mph of the posted 35 mph speed limit. Since this is within a neighborhood, there are ingress, egress and regress to residential properties located adjacent to the data collection points. The low speed of vehicles entering, and existing private driveways are reflective of the low speeds recorded in the collected data.

The low speeds of the entering and existing vehicles provide a counter balance to the higher speeds of the through traffic when determining the 85th percentile speeds. From

the collected data, there are multiple instances where vehicles are speeding (going 15 mph or more above the speed limit), with the max speed reaching 63 mph. Brookdale Dr has the most instances of speeding with the high speed being 55 mph. Pepperidge Dr has the second most instances of vehicles speeding. The data shows vehicles regularly traveling over 45 mph within the posted 35 mph zone along Zoo Parkway between Shepherds Way and Pine Grove Drive. See Appendix G for Quality Counts Tube Reports and Table 3.1 for more details.

3.3 Traffic Volumes

Traffic volumes were collected for several locations within the project study area. Brookdale Dr south of Sequoia Ave has the heaviest flow of traffic averaging 592 vehicles per day. Pepperidge Rd south of Sequoia Ave has the next heaviest flow of traffic, averaging 425 vehicles per day.

Pepperidge Rd and especially Brookdale Dr have the most traffic and instances of speeding within the neighborhood. The data collected appears to support Brookdale Drive as the cut-through route with Pepperidge Road being a possible secondary cut-through. Traffic data along Plantation Cir, Arrow Wood Dr and Timberlane show lower volumes and 85 percentile speeds near the posted speed limits. See Appendix G for Quality Counts Tube Reports and Table 3.1 for more details.

4.0 TRAFFIC CALMING ANALYSIS ELEMENTS & METHODOLOGY

The Institute of Transportation Engineers (ITE), Traffic Calming State-of-the-Practice, defines traffic calming as follows:

“Traffic calming involves changes in street alignment, installation of barriers, and other physical measure to reduce traffic speeds and/or cut-through volumes, in the interest street safety, livability and other public purposes.”

The City of Asheboro’s current neighborhood traffic calming program uses primarily road and multi-way stops to achieve traffic calming. The City believes the traveling public will benefit from the establishment of a more robust “toolbox” of traffic calming measures at the disposal of city engineers and planners. The FHWA Traffic Calming ePrimer provides a variety of traffic calming tools and guidance for traffic calming and traffic control measures. See Appendix C for the FHWA Traffic Calming ePrimer.

4.1 Traffic Calming Measures

Traffic calming resources are categorized based on their primary function to select the most appropriate traffic calming measure. The advantages, disadvantages, criteria for use, effectiveness and cost are all considered when selecting measures. Not all treatments may be suitable for all situations and some solutions may require a combination of traffic calming measures. These categories include:

- Horizontal Deflection
- Vertical Deflection
- Street Width Reduction
- Routing Restriction

4.1.1 Horizontal Deflection

Horizontal deflection measures are used to address speeding concerns and pedestrian safety by creating a horizontal shift or narrowing width of travel lanes in the roadway. Horizontal shifts reduce the driver's ability to drive in a straight line, and both horizontal shifts and narrowing roadway force drivers to slow down. Types of horizontal deflection measures include: bulb-outs, chicanes, gateways, on-street parking, raised medians islands, and traffic circles.

4.1.2 Vertical Deflection

Vertical deflection measures are used to address speeding concerns and, in some cases, improve pedestrian safety by creating changes in height within the roadway. To avoid unpleasant bumps in the road, these types of deflections cause the driver to reduce travel speed. Types of vertical deflection measures include: textured crosswalks, speed humps/speed cushions, raised crosswalks and raised intersections.

4.1.3 Street Width Reduction

Street width reductions are used for vehicle speed reduction and improving pedestrian safety by narrowing the width of a vehicle travel lane, reducing the distance the pedestrian walks to cross the street and exposure conflicts between vehicle and pedestrian. Types of street width reduction measures include: corner extensions, chokers, median islands, on-street parking and road diet.

4.1.4 Routing Restriction

Routing restriction prevents select vehicle movements thus discouraging or eliminating portions of cut-through traffic. Types of route restriction measure include: diagonal diverters, semi-diverters, full/half closures, median barriers, forced turn islands, right-in/right-out islands, raised medians through intersections, street closures and one-way streets.

4.2 Methodology

The first step in determining the calming measures for a roadway network is to analyze the applicability and acceptability of the individual traffic calming measures. Following FHWA Traffic Calming ePrimer (Appendix C) *Table 3.1: Likelihood of acceptability of traffic calming measures*, traffic calming measures that are rated 5 (traffic calming measures may be appropriate) were selected as potential applications to this study

area. The next process was to further refine the list of potential options through discussion with the City and additional analysis of the pros and cons of the various measures. Once the appropriate traffic calming measures were determined the preliminary recommendations could be developed.

In developing the preliminary recommendations existing physical features, such as speed limits, road widths, grades, road segments, property lines and spacing between calming measures, crash data, municipality and emergency vehicle preferences were considered. The rules we implemented when developing the preliminary recommendations include:

- Avoid placing calming measures in close proximity to fire hydrants or manholes
- Desirable speed limit of 30 mph or less
- Space traffic calming measures between 260' to 500' apart when implemented on roadways segments greater than 400'
- Avoid speed bumps or speed cushions on grades larger than 8% (place them on top of hill)
- Place bollards, tubular markers, or signs to prevent avoiding speed bumps and/or speed cushions

The preliminary recommendations will be reviewed by the City and presented for public comments. Based on the responses the recommendations will be revised to best meet the concerns of the City and public.

5.0 PRELIMINARY RECOMMENDATIONS

After identifying potentially applicable traffic calming measures, preliminary recommendations were determined. Existing roadway conditions such as the multiple changes in grade, narrow roadways, limited space for widening and cost of constructing the measures was considered. Routing restrictions were deemed inappropriate based on the neighborhood being too large, causing long detours for residents. Emergency routes are taken through the neighborhood, so consideration for what can be done to slow cut-through traffic speed but not slow down emergency vehicle response times was evaluated. 5 year crash data, shown in Figure 6, was reviewed and median islands were considered at intersections with heavy left turn crashes to encourage lefts to swing around stopped traffic.

As a result, the preliminary recommendations include application of median islands, traffic circles, realigned intersections and multiple speed cushions. The placement and coverage of traffic calming measures takes a system-wide approach to address issues and prevent alternative cut-through routes. Locations of the applied measures are described in Table 5.1 and shown in Figure 7.

Table 5.1 Preliminary Recommendation Details

<u>Traffic Calming Measure</u>	<u>Street</u>	<u>Between Intersections</u>	<u>Length to Calming Measure</u>	<u>Road Width</u>	<u>Speed Limit</u>	<u>Grade</u>	<u>Road conditions</u>	<u>Road Length</u>
Median Island	Pine Grove Dr	@ Mark Ave	@ intersection	20'	35 MPH	4%, 7%		1508'
Realigned Intersection	Colony Rd	@ Plantation Circle	@ intersection	18'	35 MPH	1%, 0%		1447'
Realigned Intersection	Mark Ave	@ Brookdale Dr	@ intersection	19'	35 MPH	7%, -4%		1180'
Realigned Intersection	Larkwood Ave	@ Plantation Circle	@ intersection	19'	35 MPH	0%		375'
Realigned Intersection	Larkwood Ave	@ Arrow Wood Rd	@ intersection	19'	35 MPH	0%, 4%		375'
Realigned Intersection	Sequoia Ave	@ Arrow Wood Rd	@ intersection	20'	35 MPH	1%, 12%		1383'
Realigned Intersection	Sequoia Ave	@ Timberlane	@ intersection	19'	35 MPH	15%, -10%		1383'
Traffic Circle	Sequoia Ave	@ Pepperidge Rd	@ intersection	20'/18'	35 MPH	9%, 7%		1383'
Traffic Circle	Sequoia Ave	@ Pepperidge Rd	@ intersection	18'/19'	35 MPH	-6%, 2%		1383'
Speed Cushion	Plantation Circle	Larkwood Ave and U.S. Hwy 64	Approx. 830' from Larkwood Ave	18'	35 MPH	12%	Flat right before grade	2645'
Speed Cushion	Arrow Wood Rd	Mark Ave and Larkwood Ave	Approx. 615' from Mark Ave	19'	35 MPH	4%	Flat right before grade	3112'
Speed Cushion	Arrow Wood Rd	Sequoia Ave and U.S. Hwy 64	Approx. 430' from Sequoia Ave	20'	35 MPH	1%		3112'
Speed Cushion	Brookdale Dr	Mark Ave and Sequoia Ave	Approx. 795' from Mark Ave	18'	35 MPH	10%, -7%	Flat between grades	3115'
Speed Cushion	Brookdale Dr	Mark Ave and Sequoia Ave	Approx. 1400' from Mark Ave	20'	35 MPH	10%	On hill	3115'
Speed Cushion	Brookdale Dr	Sequoia Ave and Mackie Ave	Approx. 480' from Sequoia Ave	20'	35 MPH	4%	Flat between grades	3115'
Speed Cushion	Pepperidge Rd	Mark Ave and Sequoia Ave	Approx. 915' from Mark Ave	18'	35 MPH	0%		4138'
Speed Cushion	Pepperidge Rd	Mark Ave and Sequoia Ave	Approx. 1465' from Mark Ave	18'	35 MPH	4%		4138'
Speed Cushion	Pepperidge Rd	Sequoia Ave and Mackie Ave	Approx. 790' from Sequoia Ave	18'	35 MPH	0%		4138'
Speed Cushion	Timberlane	Pepperidge Rd and Sequoia Ave	Approx. 800' from Pepperidge Rd	16'	35 MPH	4%		3385'
Speed Cushion	Timberlane	Pepperidge Rd and Sequoia Ave	Approx. 1300' from Pepperidge Rd	18'	35 MPH	0%	Flat right before grade	3385'
Speed Cushion	Timberlane	Sequoia Ave and Mackie Ave	Approx. 720' from Sequoia Ave	18'	35 MPH	0%	Top of hill, flat transition between grades	3385'
Speed Cushion	Mackie Ave	Pepperidge Rd and Timberlane	Approx. 270' from Timberlane	20'	35 MPH	5%		1645'

6.0 TRAFFIC OPERATIONS ANALYSIS

A traffic operations analysis for 2021 existing conditions was performed to determine LOS, delay, and v/c ratios. There are currently no improvement projects in the area to be considered in the analysis. All Synchro reports can be found in Appendix K.

6.1 2021 Existing Conditions Analysis Results

A traffic operations analysis of the existing conditions was performed to assess current conditions of LOS, delay, and v/c ratios, which are shown in Table 6.1.

Table 6.1 2021 Existing Conditions Analysis Results

Node	Intersection	MOE	Total	Eastbound			Westbound			Northbound			Southbound		
				L	T	R	L	T	R	L	T	R	L	T	R
10	NC 159 (Zoo Pkwy)/NC 159 (S. Cox St.) & U.S. Hwy 64 (E. Dixie Dr.) SIGNALIZED	LOS	C	E	C	A	D	B	A	D	E	C	D	D	C
			D	D	C	B	E	C	B	F	E	C	E	E	C
		Delay (Sec)	26.30	55.60	20.60	9.10	54.90	15.30	7.60	54.90	57.10	21.50	51.30	53.70	24.50
			42.4	52.6	34.8	14.0	79.9	31.3	12.7	81.0	79.8	28.1	70.9	70.9	22.4
		V/c	0.53	0.29	0.38	0.09	0.52	0.27	0.08	0.47	0.53	0.22	0.38	0.35	0.12
			0.83	0.18	0.66	0.10	0.83	0.61	0.15	0.68	0.68	0.45	0.73	0.61	0.11

AM PM

95th percentile volume exceeds capacity, queue may be longer.

The current signalized intersection at NC 64 (E. Dixie Drive) and Zoo Pkwy/S. Cox Street operates at an overall LOS C during the AM peak and LOS D during the PM peak. Review of the traffic counts and operational analysis show that the signalized intersection operates at an acceptable overall LOS.

6.2 2021 Existing Lane Length Queue Analysis

A queue analysis was performed for the existing configuration to determine if the length of any of the existing turn bays had queueing issues that could cause the increase of cut-through traffic in the neighborhood.

Queue analysis compares the existing storage and number of lanes to the proposed storage and number of lanes, the 95th percentile queue as reported from Synchro, and the maximum queue reported by SimTraffic. Any proposed storage length for the turn bays would be based on the highest value from either the 95th percentile queue from Synchro or the maximum queue from SimTraffic, rounded up to the nearest 25 feet, with a minimum of 100 feet. Per NCDOT Congestion Management Capacity Analysis Guidelines, a default taper length of 100 feet will be used for any proposed storage. The queueing results can be seen in Table 6.2. SimTraffic reports are included in Appendix L.

Table 6.2 2021 Lane Queue Analysis Results

Approach/Movement		Existing Number of Lanes	Existing Storage Length (ft)	Synchro/HCS 95th Queue (ft)		SimTraffic Max Queue (ft)	
				AM	PM	AM	PM
NC 159 (Zoo Pkwy)/NC 159 (S. Cox St.) & U.S. Hwy 64 (E. Dixie Dr.)							
EB US 64 (E. Dixie Drive)	L	1	85	56	76	185	185
	R	1	275	51	66	91	91
WB US 64 (E. Dixie Drive)	L	1	175	119	#320	275	275
	R	1	200	46	97	400	400
NB NC 159 (Zoo Pkwy)	L	1	150	104	175	215	215
	LT	1	-	118*	178*	224*	224*
	R	1	200	50	142	179	179
SB NC 159 (S. Cox St.)	L	2	175/175	63	#198	182/220	182/220
	R	1	200	28	46	54	54

95th percentile volume exceeds capacity, queue may be longer.

m Volume for 95th percentile queue is metered by upstream signal

xxx* value is based on queue blocked by adjacent thru, not realistic

xxx** work done by future TIP would correct

Based on the queue analysis, all turn lanes excluding the eastbound right turn lane on US 64 (E. Dixie Drive), the northbound right turn lane on NC 159 (Zoo Pkwy) and the southbound right turn lane on NC 159 (S. Cox Street) are not long enough. Eastbound and westbound US 64 (E. Dixie Drive) have two-way left-turn lanes for the overflow capacity as well as coordinated signal phases along this route. As a result, volumes may be metered by adjacent signals to mitigate these capacity issues. Analysis of the full system along US 64 (E. Dixie Drive) is not included in the report.

Northbound NC 159 (Zoo Parkway) has a through-left lane that blocks both the left and right turn lanes from fully utilizing their storage. Because of the volume of left turning vehicles, the left turn lane on NC 159 (Zoo Parkway) has insufficient storage. Based on the Simtraffic max queue a storage length of 225' should be considered for the Northbound NC 159 (Zoo Parkway) left turn bay.

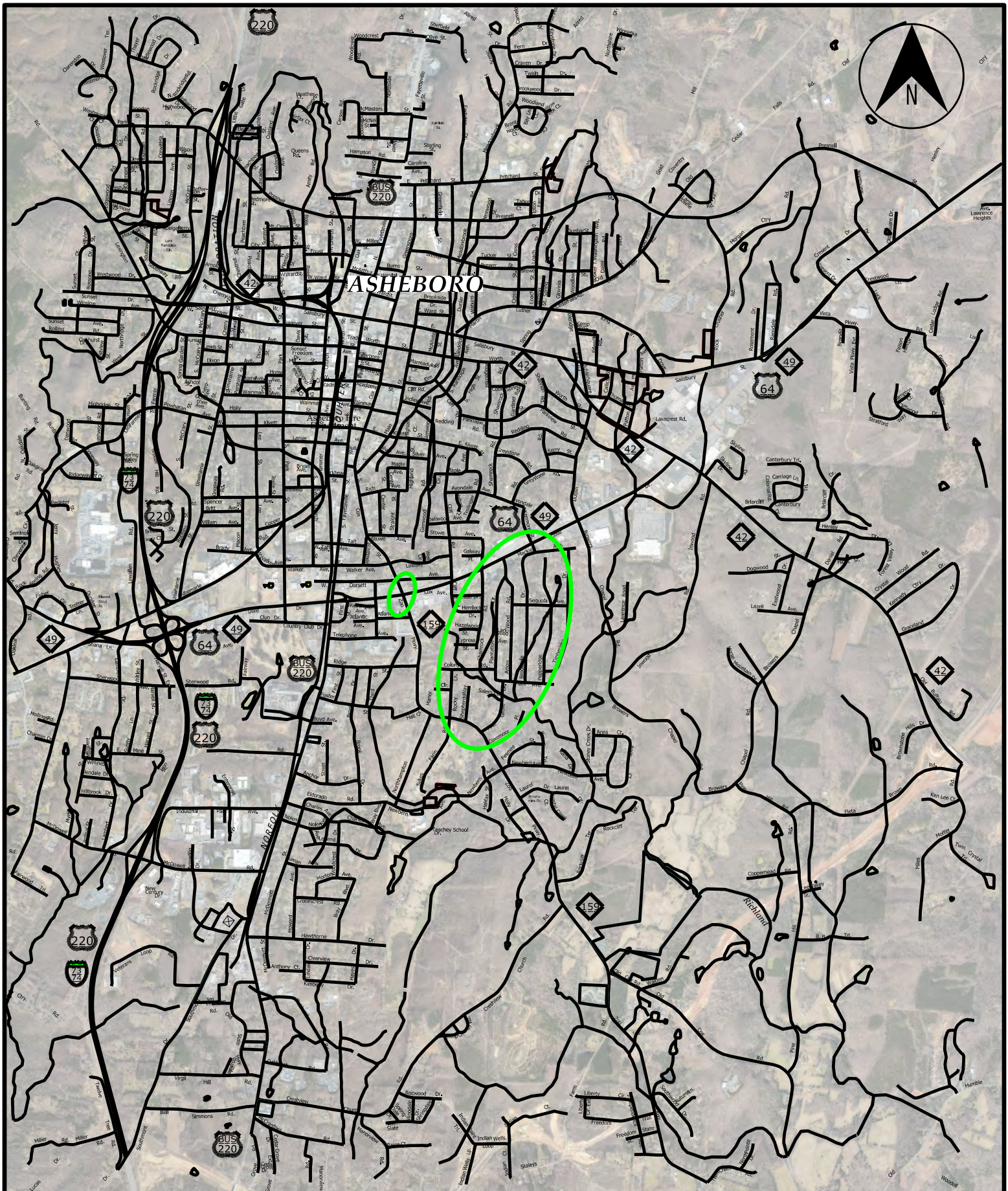
Synchro and SimTraffic reports are included in Appendices K and L, respectively.

7.0 PUBLIC INVOLVEMENT

TBD

8.0 FINAL RECOMMENDATIONS

TBD



LEGEND



Study Area

Plans Prepared By:



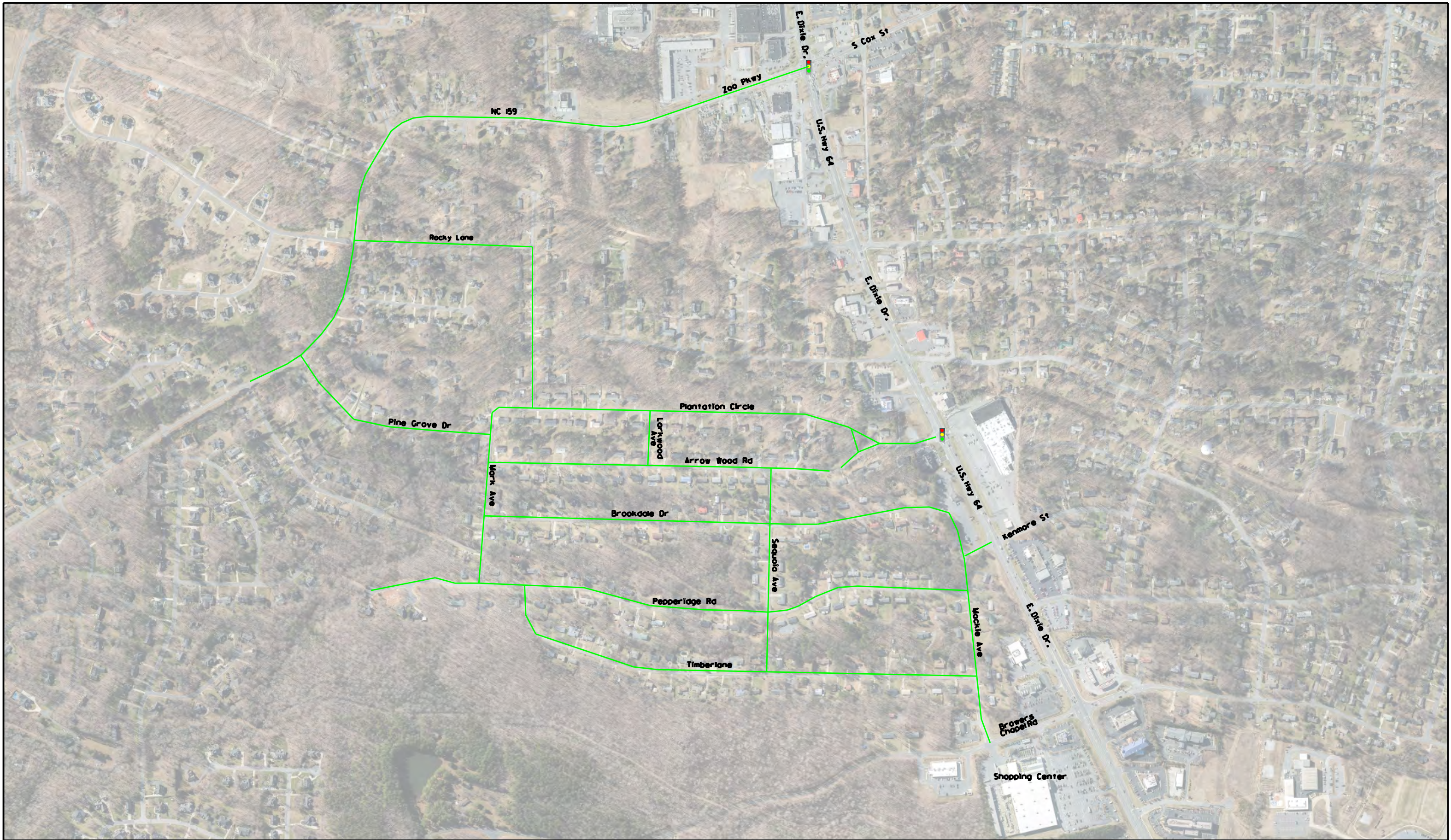
DRMP, Inc.
8000 Regency Parkway, Suite 110
Cary, NC 27518
NC License No. C-2213 (919) 650-1038

Dixieland Acres
Traffic Calming
Study
Asheboro, NC

Site Vicinity Map

Scale: Not to Scale

Figure 1



Legend



Signalized

Asheboro, NC
Randolph County

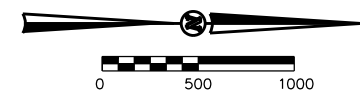


Figure 2
Dixieland Acres
Traffic Calming Study
Study Area



Legend



Signalized



Stop-controlled



Primary Cut Through Route

Asheboro, NC
Randolph County

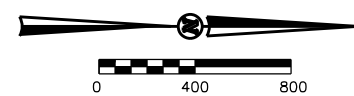
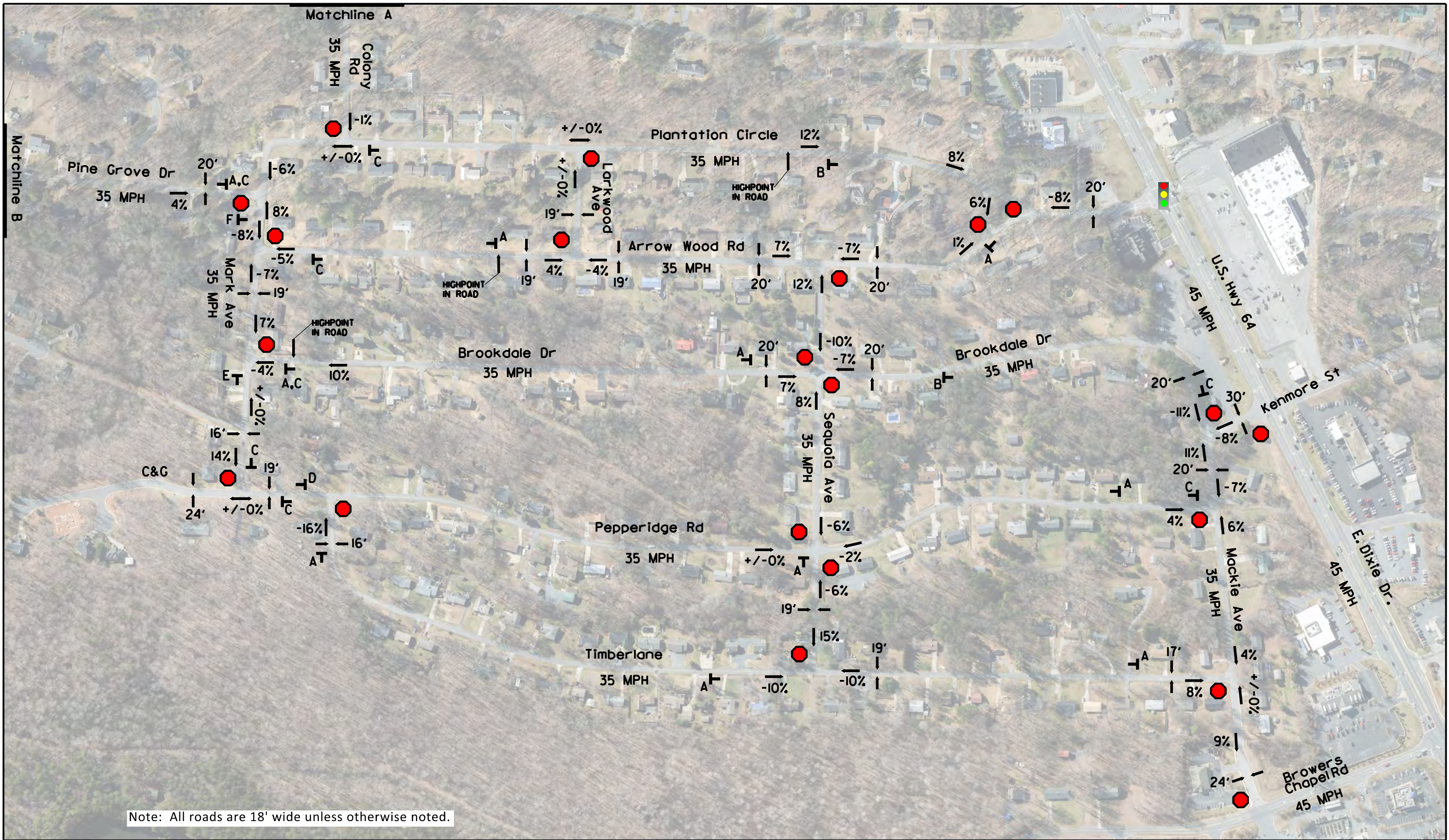


Figure 3
Dixieland Acres
Traffic Calming Study
Primary Cut Through



Legend		
	Signalized	A SPEED LIMIT 35 MPH
	Stop-controlled	B LIMITED SIGHT DISTANCE
	Sign Post	C WATCH FOR CHILDREN
		D RIGHT TURN AHEAD
		E STOP SIGN AHEAD
		F COMMUNITY WATCH

Asheboro, NC
Randolph County

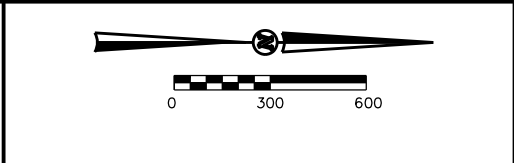
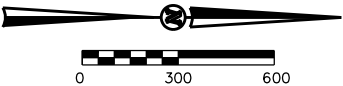
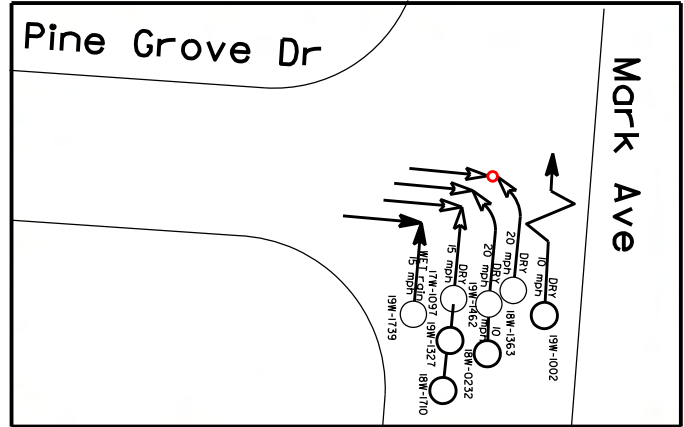
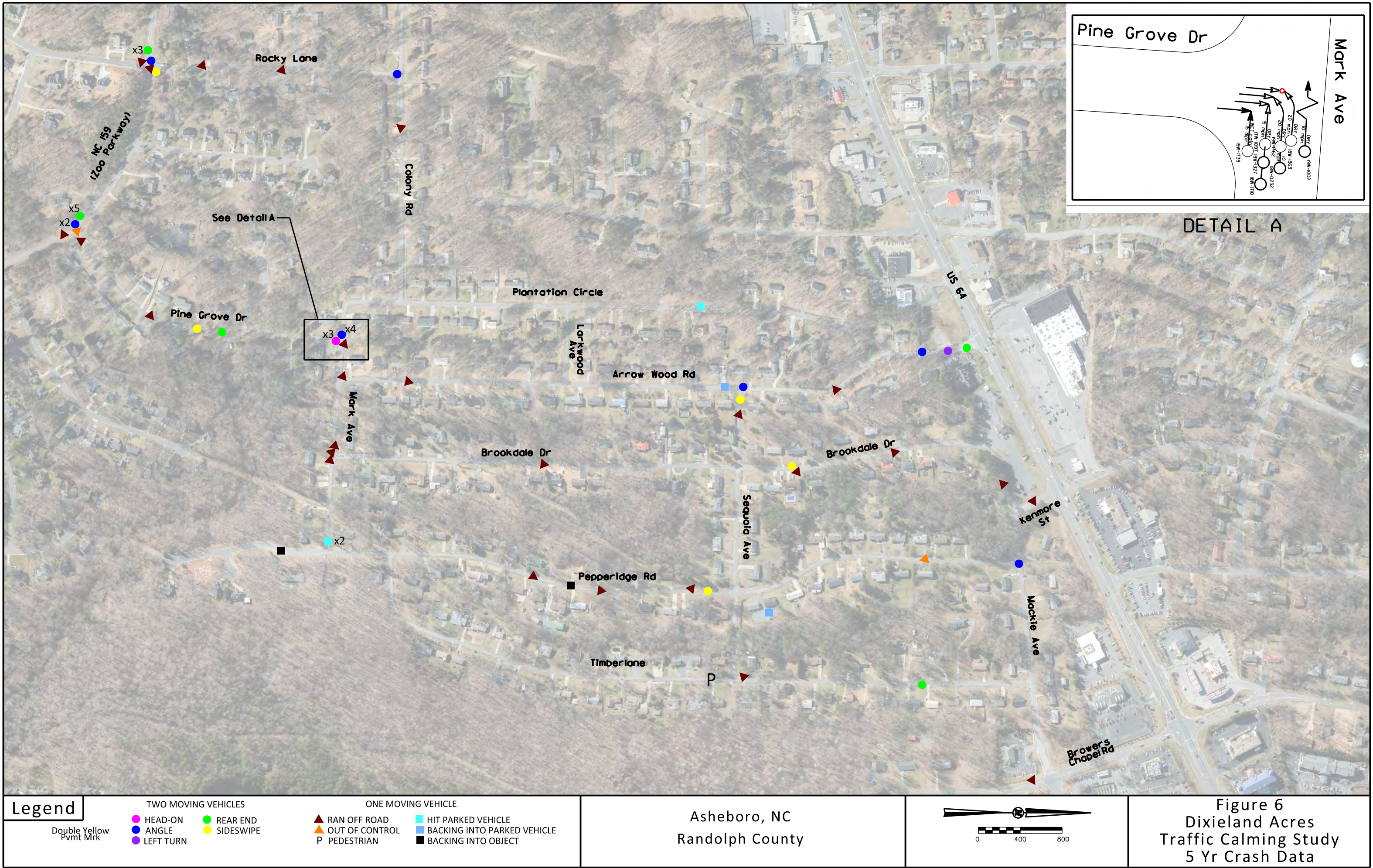


Figure 4
Dixieland Acres
Traffic Calming Study
Existing Conditions



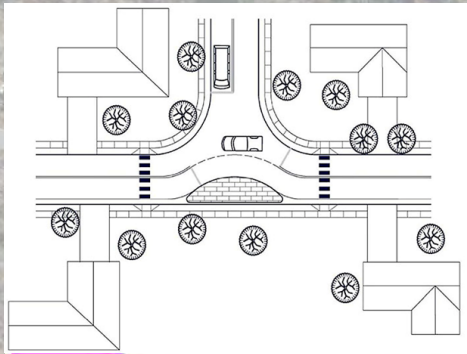
Note: All roads are 18' wide unless otherwise noted.

Legend	 Signalized  Stop-controlled  Sign Post	A SPEED LIMIT 35 MPH B LIMITED SIGHT DISTANCE C WATCH FOR CHILDREN	D RIGHT TURN AHEAD E STOP SIGN AHEAD F COMMUNITY WATCH	Asheboro, NC Randolph County		Figure 5 Dixieland Acres Traffic Calming Study Existing Conditions
--------	--	---	---	---------------------------------	---	---





A Speed Cushion



B Realigned Intersection



C Traffic Circle



D Median Island



Note: All roads are 18' wide unless otherwise noted.

Legend



Signalized

Stop-controlled

A SPEED CUSHION

B REALIGNED INTERSECTION

C TRAFFIC CIRCLE

D MEDIAN ISLAND

Asheboro, NC
Randolph County

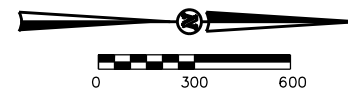


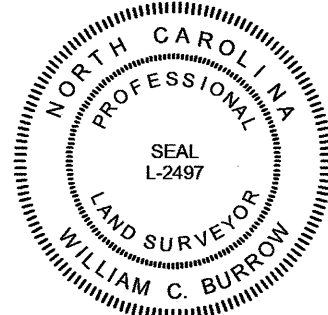
Figure 7
Dixieland Acres
Traffic Calming Study
Preliminary Recommendations

I, William C. Burrow, certify that this map was drawn under my supervision from an actual GPS/ GNSS survey made under my supervision and the following information was used to perform the survey:
(1) Class of survey: Class A
(2) Positional accuracy: <0.10'
(3) Type of GNSS field procedure: Real-Time Kinematic Networks
(4) Dates of survey: February 18, 2020
(5) Datum/Epoch: NAD83(2011) / 2010.00
(6) Published/Fixed-control use: North Carolina Real Time Network
(7) Geoid model: Geoid 12B
(8) Combined grid factor(s): 0.99988729
(9) GPS/GNSS Scale Point:
N:691,622.71 E:1,726,641.01
(10) Units: US Survey Feet

"I, William C. Burrow, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 2734, page 596, etc.) (other); that the boundaries not surveyed are clearly indicated as dashed lines; that the precision or positional accuracy calculated is 1: 10000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 22 day of FEBRUARY, A.D., 2021.

Seal or Stamp

William C. Burrow
Professional Land Surveyor
L-2497



NOTES

- FOR DEED REFERENCE SEE DEED BOOK 2734 PAGE 596 AND DEED BOOK 1684 PAGE 1799.
- THIS SURVEY IS FOR THE PURPOSE OF MOVING THE PRESENT CITY LIMIT LINE TO THE SOUTHERN BOUNDARY OF LOT 15 OF LEGACY VIEWS SUBDIVISION RECORDED IN PLAT BOOK 164 PAGE 17 AND THE ORIGINAL DEED FROM WHICH IT WAS DRAWN, DEED BOOK 1147 PAGE 473.
- NO PUBLISHED NCGS MONUMENT FOUND WITHIN 2000'.
- TOTAL AREA TO BE DEANNEXED: 15,475 SF (0.355 Acres)

THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

William C. Burrow
SURVEYOR L-2497

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

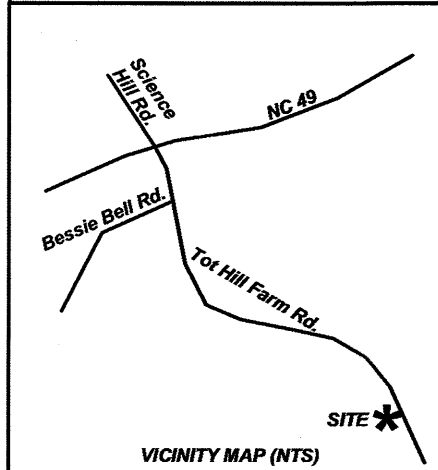
I, _____, REVIEW OFFICER OF
RANDOLPH COUNTY CERTIFY THAT THE
MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED
MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE REVIEW OFFICER

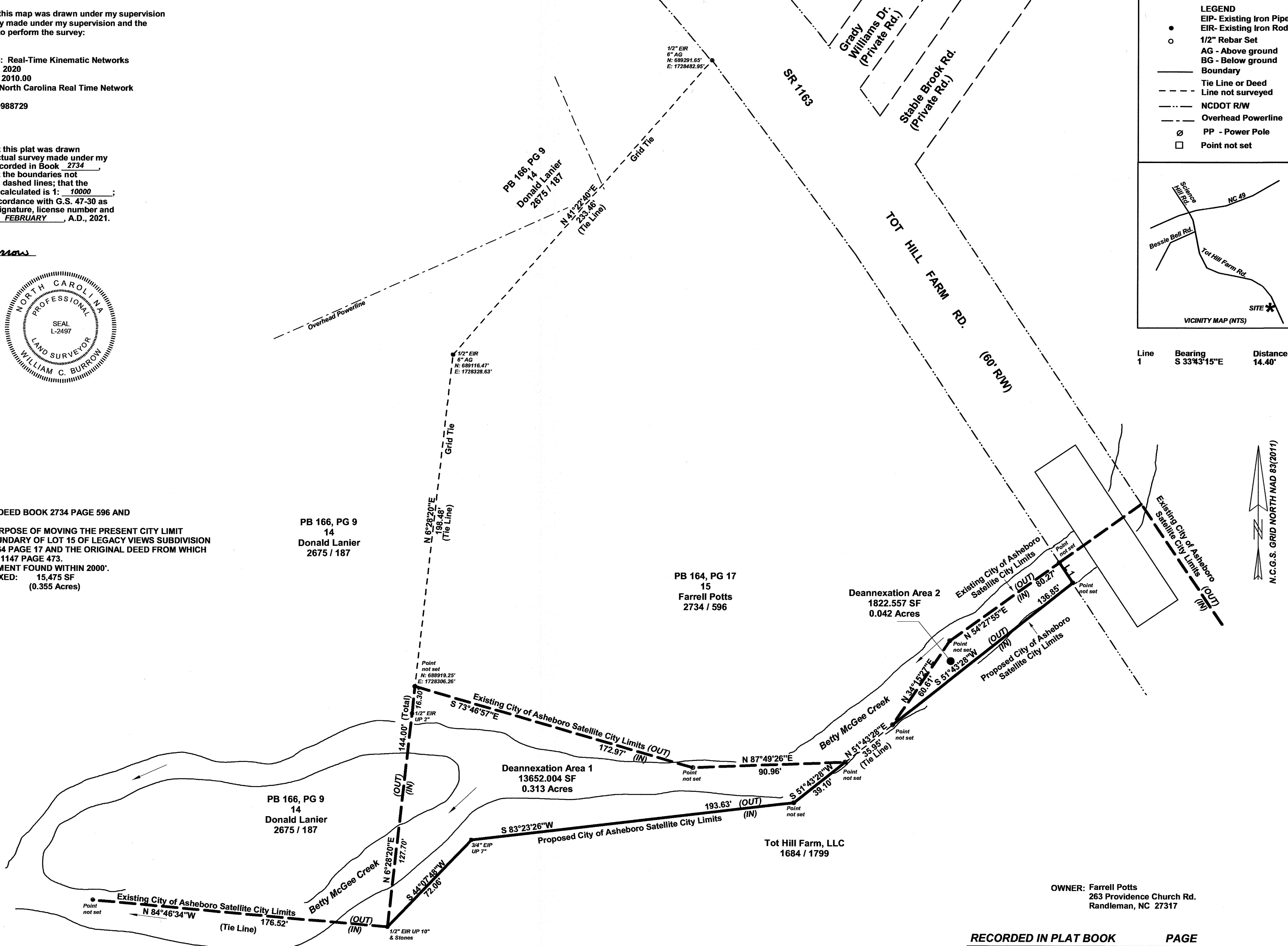
BAR SCALE: 1" = 40'
40 20 0 40

PROJECT NO. 5782

- LEGEND
- EIP- Existing Iron Pipe
 - EIR- Existing Iron Rod
 - 1/2" Rebar Set
 - AG - Above ground
 - BG - Below ground
 - Boundary
 - - - Tie Line or Deed Line not surveyed
 - · - · - NCDOT R/W
 - - - Overhead Powerline
 - ⊙ PP - Power Pole
 - Point not set



Line 1 Bearing S 33°43'15"E Distance 14.40'



OWNER: Farrell Potts
263 Providence Church Rd.
Randleman, NC 27317

RECORDED IN PLAT BOOK PAGE

PLAT OF PROPOSED DEANNEXATION
of Certain Territory at the Request of the
CITY OF ASHEBORO
PROPERTY OF FARRELL D. POTTS AND BRENDA C. POTTS
CEDAR GROVE TOWNSHIP RANDOLPH COUNTY NORTH CAROLINA
FEBRUARY 22, 2021 SCALE: 1" = 40'
SURVEY BY: BURROW SURVEYS, INC. C-0936
4483 FORK CREEK MILL RD.
SEAGROVE, NC 27341
(336) 879 - 5553
PIN# 7628894062