

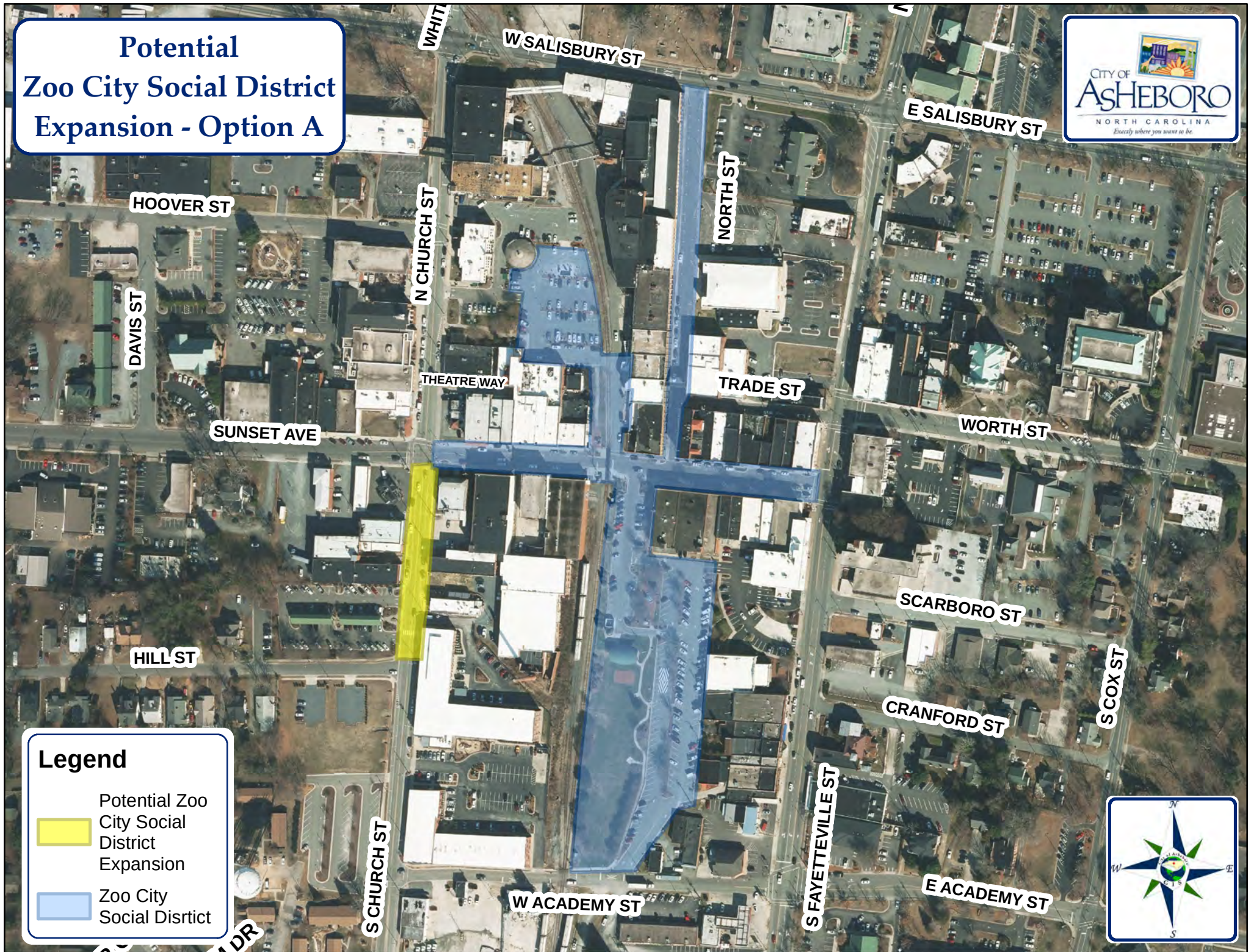
**AMENDED AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, DECEMBER 8, 2022, 7:00 PM**

1. Call to Order
2. Silent Prayer and Pledge of Allegiance
3. Acknowledgment of the accomplishments of the 2022 Asheboro High School Men's Soccer Team.
4. City Attorney Jeff Sugg will present for council consideration potential amendments to the Zoo City Social District regulations.
5. Public Comment Period
6. Consent Agenda
 - (a) Approval of the meeting minutes for the city council meeting held on November 10, 2022.
 - (b) Approval of the general account of the city council's closed session held during the regular meeting on November 10, 2022.
 - (c) Approval of a resolution sealing the general account of the closed session held on November 10, 2022.
 - (d) Acknowledgment of the receipt from the Asheboro ABC Board of its meeting minutes for October 3, 2022.
 - (e) Acknowledgment of the receipt of the statutorily prescribed notice of the future construction/installation by city forces of cleanouts as part of the city water and sewer utility infrastructure along the following streets: Amity Road, Cecylia Court, Fairfax Court, Gum Street, Heather Court, Homeplace Drive, Kamerin Street, Lawson Court, Sonnet Drive, and Tamworth Road.
 - (f) Approval of an ordinance setting the schedule for regular Asheboro City Council meetings during the 2023 calendar year.

- (g) Approval of an audit contract amendment to extend Huneycutt, Parsley & Taylor, CPAs, PLLC's submittal date for the Local Government Commission from October 31, 2022, to January 31, 2023.
 - (h) Approval of two budget ordinance amendments:
 - (I) Amendment of the General Fund to account for the increased costs of fuel, parts, and supplies that are impacting the fleet maintenance department; and
 - (II) Amendment of the General Fund to account for job position changes in the engineering, inspections, and legal departments.
 - (i) Approval of the community development division's request to schedule for January 5, 2023, and to advertise, legislative hearings on the following applications:
 - (I) Case No. RZ-22-13: An application to rezone property at 564 Cox Avenue (Randolph County Parcel Identification No. 7760064470) from B2 (CZ) to R10 zoning; and
 - (II) Case No. RZ-22-14: An application to rezone property on Golda Avenue that is identified by Randolph County Parcel Identification No. 7763129076 from R10 to RA6 (CZ) zoning for a development with multiple family dwelling units having a floor area ratio of up to 17 percent.
7. Public Hearing – The Moses H. Cone Memorial Hospital Annexation Petition
- (a) City Engineer Michael Leonard, PE will present the petition seeking the annexation of hospital land, in excess of 65 acres, on the west side of Interstate 73/74, and then Mayor Smith will invite public participation.
 - (b) City council consideration of an annexation ordinance.
8. Community Development Director Trevor Nuttall will present the following community development meeting agenda items.
- (a) A continuance request for the text amendment applications (Case Nos. SUB-22-06 and RZ-22-12) that have been submitted for the purpose of updating a broad range of subdivision review/approval regulations and in order to make technical corrections in the text of both the subdivision and zoning ordinances.

- (b) A request for authorization to enter into an engineering services agreement with The Wooten Company for the proposed Trade Street renovations.
 - (c) A summary of the due diligence efforts that have been completed in connection with the property upon which the former Acme-McCrary Hosiery Mill is located, and a request for authorization to complete the acquisition of the property.
 - (d) A discussion about increasing from \$100 to \$150 the monthly stipends authorized for members of the Asheboro Planning Board and the Asheboro ABC Board.
9. Engineering and Finance Department Project Updates
- (a) City Engineer Michael Leonard, PE will provide an update on the traffic study at the intersection of Salisbury Street and Old Lexington Road.
 - (b) City Engineer Michael Leonard, PE will summarize the results of the formal bidding process and request the award of a contract for storm sewer installation, sidewalk, and parking lot grading and paving work at the McCrary Ballpark.
 - (c) Finance Director Deborah Reaves will request council action on two ordinances to account for the funding needed for the immediately preceding contract award:
 - (I) Ordinance to Amend the General Fund; and
 - (II) Ordinance to Amend the McCrary Ballpark Improvements Fund.
10. Mayor Smith will lead a discussion of upcoming events and items not on the agenda.
11. Adjournment

Potential Zoo City Social District Expansion - Option A



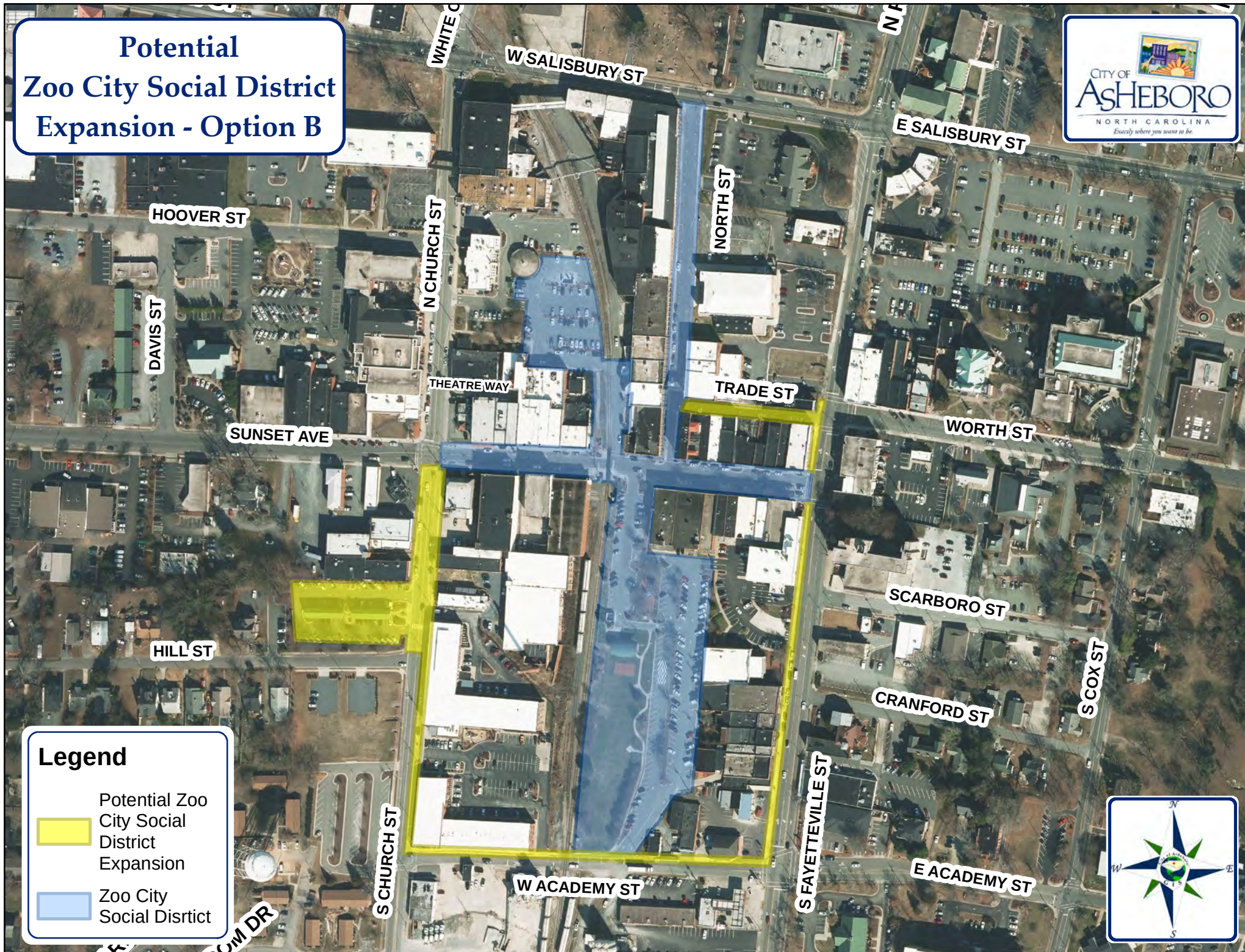
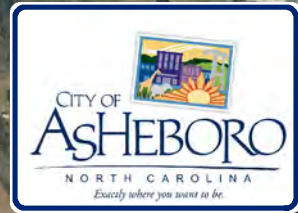
Legend

Potential Zoo City Social District Expansion

Zoo City Social District



Potential Zoo City Social District Expansion - Option B



Legend

-  Potential Zoo City Social District Expansion
-  Zoo City Social District



**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, NOVEMBER 10, 2022
7:00 P.M.**

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	)
Kelly L. Heath	)
William M. McCaskill	) – Council Members Present
Walker B. Moffitt	)
Jane H. Redding	)
Charles A. Swiers	)

John N. Ogburn, III, City Manager
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Jason A. Hanson, Police Major
Michael L. Leonard, PE, City Engineer
Trevor L. Nuttall, Community Development Director
Michael D. Rhoney, PE, Water Resources Director
Jeffrey C. Sugg, City Attorney
Willie Summers, Fire Chief

1. Call to Order

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

2. Moment of Silent Prayer and Pledge of Allegiance

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

3. Public Comment Period

Mayor Smith opened the floor for comments from the public.

Dwain Roberts commented on the council’s previous adoption of a resolution pertaining to the confederate statue at the Historic Randolph County Courthouse. No other speakers asked to be heard during the public comment period.

4. Consent Agenda

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

(a) Approval of the City Council Meeting Minutes for October 6, 2022

The meeting minutes for the city council’s regular meeting on October 6, 2022, were approved and have been filed in the city clerk’s office. An electronic copy of the approved document has been posted on the city’s website.

(b) Approval of the City Council Meeting Minutes for October 27, 2022

The meeting minutes for the city council's special meeting on October 27, 2022, were approved and have been filed in the city clerk's office. An electronic copy of the approved document has been posted on the city's website.

(c) Special Event Closure Order Approval – Veterans Parade

The council approved a special event closure order, including a temporary street closure, for the rescheduled Veterans Parade. The council rescinded the special event closure order entered on October 6, 2022, and adopted a new closure order for the Veterans Parade that has been rescheduled for November 19, 2022. The enacted temporary closure order will take effect at 0900 hours on November 19, 2022, and will end at 1200 hours on November 19, 2022. Pursuant to the special event closure order, the Zoo City Social District provisions will not be in effect on November 19, 2022, between 1100 hours and 1200 hours.

A copy of the map with the special event closure order is on file in the city clerk's office. As noted on the special event closure order, the council directed that the temporary street closure order section of the order is to be implemented in a manner that is consistent with any approvals issued for this event by the North Carolina Department of Transportation.

(d) Special Event Closure Order Approval – Christmas Parade

The council approved a special event closure order, including a temporary street closure, for the Christmas Parade on December 2, 2022. The temporary closure order will take effect at 1630 hours on December 2, 2022, and will end at 2100 hours on December 2, 2022. Pursuant to the special event closure order, the Zoo City Social District provisions will not be in effect on December 2, 2022.

A copy of the map with the special event closure order is on file in the city clerk's office. As noted on the special event closure order, the council directed that the temporary street closure order section of the order is to be implemented in a manner that is consistent with any approvals issued for this event by the North Carolina Department of Transportation.

(e) Special Event Closure Order Approval – Christmas Downtown

The council approved a special event closure order, including a temporary street closure, for the Christmas Downtown event on December 9, 2022. The temporary closure order will take effect at 1630 hours on December 9, 2022, and will end at 2200 hours on December 9, 2022. Pursuant to the special event closure order, the Zoo City Social District provisions will not be in effect on December 9, 2022.

A copy of the map with the special event closure order is on file in the city clerk's office. As noted on the special event closure order, the council directed that the temporary street closure order section of the order is to be implemented in a manner that is consistent with any approvals issued for this event by the North Carolina Department of Transportation.

(f) Special Event Closure Order Approval – Cigar, Food, & Whiskey Event Hosted by Leo's Whiskey Bar

The council approved a special event closure order, including the temporary street closure of a section of North Street, for the Cigar, Food, & Whiskey Event hosted by Leo's Whiskey Bar on December 16, 2022. The temporary closure order will take effect at 1400 hours on December 16, 2022, and will end at 2200 hours on December 16, 2022. Pursuant to the special event closure order, the Zoo City Social District

provisions will not be impacted. A copy of the map with the special event closure order is on file in the city clerk's office.

(g) Approval of an Audit Contract with Huneycutt, Parsley & Taylor, CPAs, PLLC

The above-referenced audit contract was approved by the council. The approved contract provides that the gross fee, including expenses, will not exceed \$36,800.00. Copies of the approved agreement are on file in the finance department and the city clerk's office.

(h) Scheduling of a Legislative Hearing for December 8, 2022

The council approved a request from the community development division to schedule for December 8, 2022, and to advertise, a legislative hearing on an application prepared by the city planning staff for the purpose of updating a broad range of subdivision review/approval regulations and in order to make technical corrections in the text of both the zoning and subdivision ordinances.

(i) Approval of Ordinance Amending Parking Regulations

ORDINANCE NUMBER 74 ORD 11-22

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AN ORDINANCE TO AMEND SECTIONS 71.01 AND 72.02 OF
THE CODE OF ASHEBORO AND TO DESIGNATE A 4-HOUR
PARKING ZONE ON A SECTION OF SUNSET AVENUE**

WHEREAS, Section 160A-301(a) of the North Carolina General Statutes provides that the "city may by ordinance regulate, restrict, and prohibit the parking of vehicles on the public streets, alleys, and bridges within the city;" and

WHEREAS, Section 71.01 of the Code of Asheboro contains regulatory provisions concerning the establishment and marking of areas in which parking is prohibited or regulated; and

WHEREAS, Section 72.02 of the Code of Asheboro enumerates the subject matter of each of the schedules used to record the location of specific traffic and parking regulations enacted by the Asheboro City Council; and

WHEREAS, in response to concerns raised by stakeholders in the area commonly referred to as downtown Asheboro, the city staff has recommended the amendment of the Code of Asheboro in order to facilitate the designation of a 4-hour parking zone on a section of Sunset Avenue in downtown Asheboro; and

WHEREAS, the Asheboro City Council concurs with this recommendation.

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

Section 1. Section 71.01 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 71.01 DETERMINATION AND MARKING OF AREAS IN WHICH PARKING PROHIBITED OR REGULATED

(A) Pursuant to instructions given to him by the City Council from time to time and entered in the council minute book, the City Manager shall:

- (1) Cause all streets and parts of streets where parking shall be prohibited during prescribed time periods or at all times to be posted accordingly, or cause the curbs thereof to be painted yellow. He shall then notify the City Clerk, who shall enter the description of such streets or parts of streets in Schedule 1 of § 72.02.
- (2) Cause all streets and parts of streets where parking shall be limited to one hour during prescribed time periods or at all times to be posted accordingly. He shall then notify the City Clerk, who shall enter the description of such streets or parts of streets in Schedule 2 of § 72.02.
- (3) Cause all streets and parts of streets where parking shall be limited to two hours during prescribed time periods or at all times to be posted accordingly. He shall then notify the City Clerk, who shall enter the description of such streets or parts of streets in Schedule 3 of § 72.02.
- (4) Cause all streets and parts of streets where parking shall be limited to 15 minutes during prescribed time periods or at any time to be posted accordingly. He shall then notify the City Clerk, who shall enter the description of such streets and parts of streets in Schedule 4 of § 72.02.
- (5) Cause all areas designated as taxicab stands, bus stops, loading zones, reserved parking spaces, and similar limited-purpose parking areas to be posted or marked accordingly. He shall then notify the City Clerk, who shall enter the description and limitation of such areas in Schedule 5 of § 72.02.
- (6) Cause all streets and parts of streets where angle parking shall be required to be marked or posted so as to indicate where and at what angles vehicles shall be parked. He shall then notify the City Clerk, who shall enter the description of such streets and parts of streets, and the angle-parking requirements thereof, in Schedule 13 of § 72.02.
- (7) Cause all streets and parts of streets where parking shall be limited to 30 minutes during prescribed time periods or at any time to be posted accordingly. He shall then notify the City Clerk, who shall enter the description of such streets and parts of streets in Schedule 18 of § 72.02.

(8) Cause all streets and parts of streets where parking shall be limited to four hours during prescribed time periods or at any time to be posted accordingly. He shall then notify the City Clerk, who shall enter the description of such streets and parts of streets in Schedule 21 of § 72.02.

(B) The City Manager, and the Chief of Police through the City Manager, shall from time to time recommend to the City Council such proposed amendments to Schedules 1 to 5 and Schedule 13 through 21 of § 72.02 as they shall deem necessary for the benefit of the city.

Section 2. Section 72.02 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 72.02 ENUMERATED BY SUBJECT MATTER

Schedule 1. Where parking prohibited.

Schedule 2. Where parking limited to one hour.

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Schedule 3.	Where parking limited to two hours.
Schedule 4.	Where parking limited to 15 minutes.
Schedule 5.	Places reserved for stands for specific purposes.
Schedule 6.	Through streets.
Schedule 7.	Stop intersections.
Schedule 8.	One-way streets.
Schedule 9.	Where left turns to be made at left of center of intersection.
Schedule 10.	Intersections at which left turns prohibited.
Schedule 11.	Intersections at which right turns prohibited.
Schedule 12.	Intersections at which U turns prohibited.
Schedule 13.	Places where angle parking required.
Schedule 14.	Places where “children playing” signs erected.
Schedule 15.	Places where “yield right of way” signs erected.
Schedule 16.	Speed restrictions.
Schedule 17.	Parking prohibited on privately owned property.
Schedule 18.	Parking limited to 30 minutes.
Schedule 19.	Restrictions on use of play vehicles on private property.
Schedule 20.	Municipal off-street parking lot regulations (adopted on or after October 1, 2010).

Schedule 21. **Where parking limited to four hours.**

Section 3. With the exception of Saturdays, Sundays, and legal holidays, on-street parking on both sides of the section of Sunset Avenue located between the western margin of the railroad right-of-way and the eastern margin of the public right-of-way for Church Street shall be limited to four hours during the time period extending from 7:00 a.m. to 7:00 p.m. Notwithstanding any other provision found within this Ordinance, if a conflict develops between this Ordinance and another statutory or ordinance provision prohibiting parking at any time in the described location (e.g., a prohibition of parking at any time due to sight distance concerns at the intersection of street rights-of-way), the legal provision prohibiting parking at any time shall control.

Section 4. The City Manager is hereby authorized and directed to cause the section of Sunset Avenue described in Section 3 of this Ordinance to be posted in accordance with the provisions of Section 71.01(A)(8) of the Code of Asheboro and in accordance with the provisions of Section 3 of this Ordinance.

Section 5. The City Manager and the City Clerk are hereby directed to revise Schedule 21 of Section 72.02 of the Code of Asheboro to reflect the on-street parking regulations prescribed by this Ordinance.

Section 6. Except as specifically noted herein, all ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 7. This Ordinance shall take effect and be in force from and after the date of its adoption.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on November 10, 2022.

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

ATTEST:

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

5. Potential Enlargement of the Zoo City Social District

Amy Rudisill and Al LaPrade of Downtown Asheboro Inc. presented a request on behalf of the Farm at Little River, LLC, which owns the property at 130 South Church Street, to expand the boundaries of the Zoo City Social District. The specific request was to extend the district boundary line southward down South Church Street toward Hill Street.

After some discussion, Council Member Bell moved to direct city staff to draft an ordinance that would implement an extension of the Zoo City Social District boundary line. Council Member Moffitt seconded the motion. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

The requested ordinance amendment will be presented for council review and action during the next regular council meeting.

6. Update on the Third Fire Station/Emergency Operations Center Project

Chief Summers utilized a slide show in order to provide an overview of the plans for a third fire station, including an emergency operations center. The contemplated facility is currently proposed to include three (3) bays, an exercise room, a kitchen, a day room, a laundry room, an emergency operations center, and bunker gear storage. The acquisition of a site for the construction of the facility is the next step in the process.

Council approval will be sought for final site selection and real property acquisition after additional due diligence is completed by city staff. No action was requested of the council at this time, and none was taken.

7. Community Development Division Agenda Items

(a) Legislative Hearing – Case No. RZ-22-11

Mayor Smith opened the legislative hearing on a zoning map amendment application seeking the rezoning of approximately 1.69 acres of land on the west side of Zoo Parkway, approximately 200 feet north of the intersection with Ridge Street, from the existing B2 general commercial zoning district to I1 light industrial zoning. The parcel of land for which I1 zoning is requested (the “Zoning Lot”) has a street address of 1622 Zoo Parkway and is more specifically identified by Randolph County Parcel Identification Number 7750955151.

JBBC Properties, LLC (the “Applicant”) filed the application for the requested zoning map amendment. The Applicant is the owner of the Zoning Lot.

Community Development Director Trevor Nuttall was the first speaker during the legislative hearing. In addition to informing the governing board that the required legal notice of the hearing was mailed, published, and posted on the Zoning Lot, Mr. Nuttall utilized a slide show to present the planning staff’s analysis of the application. This analysis included the following information:

1. The property is located within the city limits.

2. Zoo Parkway (NC 159) is a state-maintained major thoroughfare. B2 building design standards (i.e., permissible building materials to be used on a street facing façade) are enforced in industrial districts located on such thoroughfares.
3. This section of Zoo Parkway, between East Dixie Drive and Ridge Street, primarily is commercially zoned and developed, with limited interspersed industrial and residential zoning.
4. The zoning ordinance describes the I1 zoning district as intended “to produce areas for manufacturing, processing and assembly uses, commercial uses, distribution and servicing enterprises, controlled by performance standards to limit the effect of such uses on uses within the district and on adjacent districts.”
5. Earlier in 2022, the city council approved a B2-CZ district on the adjacent property to the north for manufacturing, processing, and assembly and retail shoppers & convenience goods uses.
6. The Land Development Plan Central Small Area Plan recommends the following for new industrial use: “industrial uses are designated throughout the planning area, to accommodate existing industrial development, and provide opportunities for some new industrial development.” It also identifies “preservation and revitalization of existing residential neighborhoods” as a key issue.
7. The Land Development Categories intent for industrial districts is as follows: “to expand existing and develop new industrial uses, requiring transitional uses & buffers.” The Land Categories description further states that “special emphasis should be placed on providing adequate buffering and screening between industrial uses and adjacent residential and commercial uses. Whenever possible, appropriate transitional uses will be provided to surround and soften the impact of industrial uses.”
8. The LDP Proposed Land Use map designates the Zoning Lot for commercial development. The plan projected new industrial development to occur along the north side of Ridge Street.

Mr. Nuttall noted that, when evaluating a rezoning application, careful consideration must be given to each goal and policy as outlined in the Land Development Plan.

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

LDP Goals/Policies Which Support the Request:

<u>Checklist Item 3:</u>	The property on which the rezoning district is proposed fits the description of the Zoning Ordinance. <i>(Article 200, Section 210, Schedule of Statements of Intent)</i>
<u>Checklist Item 5:</u>	Complies with Growth Strategy Map
<u>Checklist Item 7:</u>	The proposed rezoning is compatible with the applicable Small Area Plan.

Checklist Items 12, 13, and 14:

12.) Property is located outside of watershed 13.) The property is located outside of Special Hazard Flood Area. 14.) Rezoning is not located on steep slopes of greater than 20%.

LDP Goals/Policies Which Do Not Support the Request:

Checklist Item 1:

Rezoning is not compliant with the Proposed Land Use Map.

Checklist Item 10:

Rezoning is not consistent with land category descriptions

2.1.1

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

The city planning staff provided the following analysis of the consistency of the proposed development with the adopted comprehensive plans as well as the reasonableness of the proposal and whether the proposal is in the public interest.

The Land Development Plan (LDP), recognizing Oliver Rubber's large footprint, contemplates limited industrial expansion in the area. The Proposed Land Use map forecasts such industrial growth to occur along Ridge Street instead of Zoo Parkway. However, there remains a stable neighborhood of homes on Ridge Street and the industrial growth that had been expected has not happened. Instead, City Council recently authorized a manufacturing processing and assembly operation and related retail use (RZ-22-01) on Zoo Parkway to the north of the property requested for rezoning. That property is currently vacant and at one time also was owned by the applicant.

Approval of this request, when combined with the RZ-22-01 approval, would accommodate the limited industrial growth envisioned by the Land Development Plan while preserving the residential continuity that exists on Ridge Street. While a general non-conditioned zoning district does introduce uncertainty in terms of how the property ultimately will be used, the zoning ordinance contains development standards addressing light, noise, odor, parking, and landscaping requirements. In addition, the relatively small size of the property and adjacent B2 and B2-CZ zoning helps to assuage compatibility concerns.

The report presented by the community development director noted that the City of Asheboro Planning Board concurred with the planning staff's analysis. Consequently, the planning board recommended approval of the requested rezoning.

In response to Mayor Smith inviting testimony from the public, Bobby Crumley and Chris Scott presented comments in support of the rezoning application. No other comments were offered from the public, and Mayor Smith then transitioned to the deliberative phase of the process.

After engaging in deliberations about the zoning map amendment application, Council Member Bell moved, and Council Member Redding seconded the motion, to adopt the plan consistency and reasonableness statement printed below and to approve the requested rezoning with the following two-part motion.

1. In view of Oliver Rubber's large footprint, the LDP contemplates limited industrial expansion in the area. While the Proposed Land Use map forecasts such industrial growth to occur along Ridge Street instead of Zoo Parkway, there remains a stable neighborhood of homes on Ridge Street. The contemplated industrial growth has not happened.

A manufacturing processing and assembly operation and related retail use was authorized under case number RZ-22-01 on Zoo Parkway to the north of the Zoning Lot. When combined with the earlier RZ-22-01 authorization, the approval of the Applicant's request would accommodate the limited industrial growth envisioned by the Land Development Plan while preserving the residential continuity that exists on Ridge Street. A general non-conditioned zoning district does introduce uncertainty in terms of how the property ultimately will be used. However, the zoning ordinance contains development standards addressing light, noise, odor, parking, and landscaping requirements. In addition, the relatively small size of the Zoning Lot and the adjacent B2 and B2-CZ zoning helps to assuage compatibility concerns. For all of the above-stated reasons, the requested zoning map amendment, on balance, is deemed to be consistent with the adopted plans, reasonable, and in the public interest.

2. In light of the above-stated analysis, the above-described zoning ordinance map amendment application is approved.

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

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

(b) Agreement with the North Carolina Department of Transportation – Sidewalk Construction Costs

Mr. Nuttall requested authorization for the execution of an agreement pertaining to sidewalk construction costs with the North Carolina Department of Transportation. Under the agreement recommended for approval by city staff, the city would participate in the cost to construct sidewalks as part of TIP Number U-5813 (improvements to U.S. 64 from the Asheboro Bypass to east of I-74/I-74/U.S. 220). The estimated cost share amount for the city is \$137,655.

After discussing the staff recommendation, Council Member Bell moved, and Council Member Heath seconded the motion, to authorize the execution of the above-described agreement. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

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

(c) Announcement of Public Workshops

Mr. Nuttall announced that the city's community development division will be holding public workshops in order to seek public input related to the ongoing update of the city's land development plan. The workshops will take place on Monday, November 28, 2022, at the Department of Social Services from 11:00 a.m. until 3:00 p.m.; Tuesday, November 29, 2022, at Randolph Community College from 11:00 a.m. until 3:00 p.m.; and on Wednesday, November 30, 2022, at Asheboro Public Library from 4:00 p.m. until 7:00 p.m.

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

8. **Engineering Department Agenda Items**

Annexation Petition

In Excess of 65 Acres of Land Owned by The Moses H. Cone Memorial Hospital on the West Side of I73/I74

Prior to the consideration of agenda items pertaining to the annexation petition received from The Moses H. Cone Memorial Hospital, Council Member Redding disclosed that transactions related to the property at issue created a conflict of interest for her, and she requested to be recused from participating in the agenda items related to the above-described annexation petition. In response, Council Member Bell moved to excuse Council Member Redding from participating in all discussions and votes pertaining to the stated annexation petition. Council Member Burks seconded the motion. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. There were no dissenting votes.

(a) Resolution Directing the Investigation of the Annexation Petition

City Engineer Michael Leonard, PE then provided an overview of the annexation petition submitted by The Moses H. Cone Memorial Hospital. This petition pertains to four parcels of land owned by the hospital along the western side of Interstate 73/74.

After reviewing the information provided by city staff, Council Member Bell moved, and Council Member Burks seconded the motion, to approve/adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 38 RES 11-22

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE THE
SUFFICIENCY OF THE ANNEXATION PETITION SUBMITTED BY
THE MOSES H. CONE MEMORIAL HOSPITAL**

WHEREAS, the Moses H. Cone Memorial Hospital, (the “Petitioner”) has submitted a petition requesting the annexation into Asheboro of four parcels of land (Randolph County Parcel Identification Numbers 7752396762, 7752398870, 7752399337, and 7752389302) owned by the hospital along the western side of Interstate 73/74; and

WHEREAS, the Petitioner’s above-referenced land is deemed to be contiguous to Asheboro’s primary city limits; and

WHEREAS, Section 160A-31 of the General Statutes of North Carolina provides that the sufficiency of the petition shall be investigated by the city clerk before further annexation proceedings may take place; and

WHEREAS, the Asheboro City Council has decided to proceed with the statutorily prescribed voluntary annexation process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the city clerk is hereby directed to investigate the sufficiency of the above-described annexation petition and to certify to the council the results of her investigation.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on November 10, 2022.

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

ATTEST:

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

In anticipation of the council's above-stated action, the city clerk's office conducted an investigation of the annexation petition in advance of the council meeting and prepared the following certificate for the council's review.

CERTIFICATE OF SUFFICIENCY
(Annexation Petition Submitted by
The Moses H. Cone Memorial Hospital)

TO: The City Council of the City of Asheboro, North Carolina

I, Holly H. Doerr, am the City Clerk for the City of Asheboro. I hereby certify that, with the assistance of staff members in various city departments, I have investigated the annexation petition submitted by the Moses H. Cone Memorial Hospital (the "Petitioner"). I further certify that the following paragraphs accurately state the information obtained during the course of my investigation of the annexation petition.

The Petitioner has requested the annexation into Asheboro of four parcels of land (Randolph County Parcel Identification Numbers 7752396762, 7752398870, 7752399337, and 7752389302) owned by the hospital along the western side of Interstate 73/74 (the "Annexation Territory"). This land is contiguous to the primary corporate limits of the City of Asheboro.

On the basis of my investigation, I have concluded that all of the owners of the real property lying in the Annexation Territory have signed the prescribed petition. The petition appears to be sufficient to satisfy the provisions of Section 160A-31 of the General Statutes of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Asheboro in order to make this certification effective as of November 10, 2022.

(CITY SEAL)

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

(b) Resolution Setting the Date for a Public Hearing

In light of the preceding council action and the submittal of the certification from the office of the city clerk, Mr. Leonard then recommended adoption of a resolution setting the date for a public hearing on the question of the requested annexation. Council Member Heath moved, and Council Member Swiers seconded the motion, to adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 39 RES 11-22

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE QUESTION OF THE REQUESTED ANNEXATION OF APPROXIMATELY 69.189 ACRES OF LAND LOCATED ALONG THE WEST SIDE OF INTERSTATE 73/74

WHEREAS, the Moses H. Cone Memorial Hospital has submitted a petition requesting the annexation into Asheboro of four parcels of land along the west side of Interstate 73/74 (this land is identified by Randolph County Parcel Identification Numbers 7752396762, 7752398870, 7752399337, and 7752389302); and

WHEREAS, pursuant to a previously adopted resolution, the city clerk has investigated the sufficiency of the annexation petition; and

WHEREAS, the city clerk has certified the sufficiency of the petition for proceeding with setting the date for a public hearing on the question of the requested annexation pursuant to Section 160A-31 of the General Statutes of North Carolina.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that a public hearing on the question of annexing the territory shown on the plat attached to this Resolution as EXHIBIT 1 will be held in the council chamber on the second floor of Asheboro City Hall at 146 North Church Street, Asheboro, North Carolina 27203 during a regular meeting of the Asheboro City Council that will begin at 7:00 p.m. on December 8, 2022; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that notice of the public hearing scheduled pursuant to this Resolution shall be published in *The Courier-Tribune*, which is a newspaper having general circulation in the City of Asheboro, at least ten (10) days prior to the date of the public hearing.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on November 10, 2022.

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

ATTEST:

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

[The attachment identified in the immediately preceding resolution as EXHIBIT 1 is on file in the city clerk's office.]

Public Streets

(a) Update on a Traffic Study at the Intersection of Salisbury Street and Old Lexington Road

Mr. Leonard announced that a traffic study proposal has been received from Randy Kemp Associates and work is to be completed in the coming weeks. A report on the findings of the study is anticipated to be ready for the council's regular meeting in December 2022.

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

(b) Resolution of Intent to Permanently Close a Section of West Pritchard Street

Prior to the consideration of the above-referenced permanent street closure, and due to a familial connection to an adjoining property owner impacted by the proposed street closure, Council Member Redding disclosed that this agenda item created a conflict of interest for her, and she requested to be recused from participating in any discussion or votes concerning this agenda item. In response, Council Member Bell moved to excuse Council Member Redding from participating in all discussions and any voting pertaining to the permanent street closure under consideration. Council Member Heath seconded the motion. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. There were no dissenting votes.

Mr. Leonard then presented and recommended the adoption, by reference, of a resolution of intent to permanently close a portion of the public right-of-way for West Pritchard Street at the western margin of North Fayetteville Street. After considering the staff recommendation, Council Member Bell moved, and Council Member Burks seconded the motion, to adopt/approve the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 40 RES 11-22

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION OF INTENT TO PERMANENTLY CLOSE A PORTION OF THE
PUBLIC RIGHT-OF-WAY FOR WEST PRITCHARD STREET AT THE
WESTERN MARGIN OF NORTH FAYETTEVILLE STREET**

WHEREAS, Section 160A-299 of the North Carolina General Statutes prescribes the procedure to be followed by a city in order to permanently close a street or alley; and

WHEREAS, West Prichard Street is a public street within the corporate limits of the City of Asheboro that is under the general authority and control of the city; and

WHEREAS, the city manager, in consultation with the city's engineering department, has advised the Asheboro City Council that a portion of the public right-of-way for West Pritchard Street at the western margin of the public right-of-way for North Fayetteville Street (US 220 Business) is no longer needed for public right-of-way in this location; and

WHEREAS, the Asheboro City Council has concluded that unneeded public right-of-way should be permanently closed; and

WHEREAS, in order for the city to lawfully permanently close a street or any portion thereof, Section 160A-299 of the North Carolina General Statutes requires the city council to first adopt a resolution declaring the governing board's intent to permanently close the street, or a portion of the street, in question and then call a public hearing on the question.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, on this the 10th day of November, 2022, as follows:

Section 1. It is the intent of the City Council of the City of Asheboro to permanently close a total of approximately 9,791 square feet of the public right-of-way for West Pritchard Street that is located at the western margin of the public right-of-way for North Fayetteville Street (US 220 Business). The section of public right-of-way proposed for permanent closure is located within the corporate limits of the City of Asheboro, is not part of a public right-of-way controlled by the North Carolina Department of Transportation, and is shown on the map attached to this Resolution as EXHIBIT 1.

Section 2. A public hearing on the above-described proposal to permanently close the above-described section of public right-of-way for West Pritchard Street is hereby called and is to be held during a regular meeting of the Asheboro City Council that will begin at 7:00 p.m. on January 5, 2023, in the council chamber on the second floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203. At this public hearing, any person may be heard on the question of whether or not the intended closing of the above-identified portion of West Pritchard Street would be detrimental to the public interest or the property rights of any individual.

Section 3. The city clerk is hereby directed to cause the publication of notice of this Resolution of Intent once a week for four (4) successive weeks prior to the above-referenced public hearing in *The Courier-Tribune*, a newspaper of general circulation in the City of Asheboro.

Section 4. The city clerk is further directed to transmit a copy of the notice of this Resolution of Intent by registered or certified mail to each owner of property adjoining the portion of West Pritchard Street identified in Section 1 of this Resolution. The identity of any impacted property owner is to be determined on the basis of records maintained by the Randolph County Tax Department.

Section 5. The city clerk is further directed to cause the prominent posting of this Resolution of Intent in a minimum of two (2) locations along the portion of West Pritchard Street identified in Section 1 of this Resolution.

This Resolution of Intent was adopted by the Asheboro City Council in open session during a regular meeting held on the 10th day of November, 2022.

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

ATTEST:

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

[The attachment identified in the immediately preceding resolution as EXHIBIT 1 is on file in the city clerk's office.]

Public Contracting

The Exemption of Competitive Bidding Requirements

Mr. Leonard presented and recommended adoption of a resolution authorizing the exemption of competitive bidding requirements due to sole source products as related to the Zoo City Sportsplex.

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

RESOLUTION NUMBER 41 RES 11-22

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION AUTHORIZING THE EXEMPTION OF COMPETITIVE BIDDING REQUIREMENTS DUE TO SOLE SOURCE PRODUCTS AS RELATED TO ZOO CITY SPORTSPLEX

WHEREAS, to maintain standardization and compatibility with the playing surface that has been previously installed at the Zoo City Sportsplex, which is owned by the City of

Asheboro, staff is requesting approval to purchase and install 15,944 sq.ft. of 1.5" tall Max Natural EasyTurf around the Beach Volleyball Courts.

WHEREAS, North Carolina General Statutes 143-129(e)(6) provides that purchases of apparatus, supplies materials, or equipment, the governing body of any political subdivision of the State may, subject to any restriction as to dollar amount, or other conditions that the governing body elects to impose, delegate to the City Manager are exempt from the bidding process when:

- A Performance or price competition for a product are not available
- B The needed product is exclusively available from only one source of supply
- C Standardization or compatibility is the overriding consideration; and

WHEREAS, the Max Natural EasyTurf is available from one supply source; and

WHEREAS, this exception to the bidding requirements are referred to as "Sole Source" must be approved by the City Council of the City of Asheboro prior to purchase;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the Council hereby confirms the purchase of \$208,900.00 from Hicks Landscape Contractors, Inc., as a sole source vendor as outlined in the North Carolina General Statutes 143-129(e)(6).

THIS Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on November 10, 2022.

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

ATTEST:

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

9. Budget and Project Fund Amendments

(a) Ordinance to Amend the General Fund – Turf around the Zoo City Sportsplex Beach Volleyball Courts

City Manager John Ogburn presented an ordinance to amend the General Fund pertaining to the turf around the Zoo City Sportsplex Beach Volleyball Courts. In response, Council Member Bell moved, and Council Member Heath seconded the motion, to adopt/approve the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

75 ORD 11-22

**ORDINANCE TO AMEND THE GENERAL FUND
FY 2022-2023**

WHEREAS, The City of Asheboro wishes to purchase and install 15,944 sq. ft. of 1.5" tall Max Natural Easy Turf around the Beach Volleyball courts at the Zoo City Sportsplex to maintain standardization and compatibility with the playing surface that has previously been installed at the Zoo City Sportsplex

WHEREAS, the estimated cost for the purchase is not to exceed \$209,000.

WHEREAS, the City desires to appropriate General Fund Balance for this expense.

WHEREAS, the City of Asheboro desires amend the 2022-2023 General Fund budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

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>
10-000-399.0000	Fund Balance Allocation	209,000

That the following expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-620-574.7400	Contribution to Zoo City Sportsplex Fund	209,000

Adopted this the 10th day of November 2022.

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

ATTEST:

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

(b) Ordinance to Amend the Zoo City Sportsplex Fund – Beach Volleyball Courts

Mr. Ogburn presented and recommended adoption, by reference, of an ordinance to amend the Zoo City Sportsplex Fund pertaining to the Beach Volleyball Courts. In response, Council Member Bell moved, and Council Member Swiers seconded the motion, to adopt/approve the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

76 ORD 11-22

**ORDINANCE TO AMEND THE ZOO CITY SPORTSPLEX FUND
FY 2022-2023**

WHEREAS, The City of Asheboro wishes to purchase and install 15,944 sq. ft. of 1.5” tall Max Natural Easy Turf around the Beach Volleyball courts at the Zoo City Sportsplex to maintain standardization and compatibility with the playing surface that has previously been installed at the Zoo City Sportsplex

WHEREAS, the estimated cost for the purchase is not to exceed \$209,000.

WHEREAS, the City desires to recognize funding from the General Fund and appropriate for this expense in the Zoo City Sportsplex fund.

WHEREAS, the City of Asheboro desires amend the 2022-2023 capital project fund budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

November 10, 2022

WHEREAS, the total combined appropriation of General Fund Balance is \$533,500 as a transfer to the Zoo City Sportsplex fund.

WHEREAS, the City of Asheboro desires amend the 2022-2023 General Fund operating budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

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>
10-000-399.0000	Fund Balance Allocation	533,500

That the following expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-620-574.7400	Contribution to Zoo City Sportsplex Fund	533,500

Adopted this the 10th day of November 2022.

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

ATTEST:

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

(d) Ordinance to Amend the Zoo City Sportsplex Fund – Playground and Other Miscellaneous Expenses

Mr. Ogburn presented and recommended adoption, by reference, of an ordinance to amend the Zoo City Sportsplex Fund pertaining to the playground and other miscellaneous expenses. In response, Council Member Bell moved, and Council Member Burks seconded the motion, to adopt/approve the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

78 ORD 11-22

**ORDINANCE TO AMEND THE ZOO CITY SPORTSPLEX FUND
FY 2022-2023**

WHEREAS, at the October 2022 City Council Meeting, the City Recognized the YMCA contribution of \$300,000 toward a playground at Zoo City Sportsplex.

WHEREAS, the estimated contract for installation and the purchase of the playground equipment is estimated not to exceed \$533,500.

WHEREAS, the City desires to appropriate \$233,500 to cover the difference between the estimated contract cost and the donation from the YMCA for the playground.

WHEREAS, the City of Asheboro desires to appropriate \$300,000 for miscellaneous expenses at Zoo City Sportsplex that fall outside of the scope of the executed contracts to construct the park.

WHEREAS, the City desires to recognize funding from the General Fund and appropriate for these expenses in the Zoo City Sportsplex fund.

WHEREAS, the City of Asheboro desires amend the 2022-2023 capital project fund budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

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>
74-000-370.0000	Contribution from General Fund	233,500
74-000-370.0000	Contribution from General Fund	300,000
		<u>\$533,500</u>

That the following expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
74-000-400.9005	Miscellaneous Expense- unallocated	300,000
74-000-400.9006	Playground	233,500
		<u>\$533,500</u>

Adopted this the 10th day of November 2022.

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

ATTEST:

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

(e) Ordinance to Amend the Water and Sewer Fund – Zoo City Sportsplex Pump Stations

Mr. Ogburn presented and recommended adoption, by reference, of an ordinance to amend the Water and Sewer Fund pertaining to the Zoo City Sportsplex pump stations. In response, Council Member Heath moved, and Council Member Bell seconded the motion, to adopt/approve the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

79 ORD 11-22

**ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2022-2023**

WHEREAS, the City of Asheboro is installing pump stations at the Zoo City Sportsplex.

WHEREAS, these are water & sewer fund activities and the funding for these activities needs to be recognized in the Water & Sewer Fund but the expense needs to be recognized in the Zoo City Sportsplex project fund.

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WHEREAS, the City of Asheboro desires amend the 2022-2023 Water & Sewer Fund operating budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

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 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>
30-000-399.0000	Fund Balance Appropriation	\$50,000

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
30-870-574.7400	Contribution to ZCSP fund	\$50,000

Adopted this 10th day of November, 2022.

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

ATTEST:

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

(f) Ordinance to Amend the Zoo City Sportsplex Fund – Pump Stations

Mr. Ogburn presented and recommended adoption, by reference, of an ordinance to amend the Zoo City Sportsplex pertaining to the pump stations. In response, Council Member Heath moved, and Council Member Swiers seconded the motion, to adopt/approve the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

80 ORD 11-22

**ORDINANCE TO AMEND
THE ZOO CITY SPORTSPLEX FUND
FY 2022-2023**

WHEREAS, the City of Asheboro is installing pump stations at the Zoo City Sportsplex.

WHEREAS, since these are water & sewer fund activities, the funding for these activities need to be recognized in the Water & Sewer Fund but the expense needs to be recognized in the Zoo City Sportsplex project fund.

WHEREAS, the City of Asheboro desires amend the 2022-2023 Zoo City Sportsplex project fund budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

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 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>
74-000-300.0000	Contribution from W&S Fund	\$50,000

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
74-000-400.9007	Construction – Pump Stations	\$50,000

Adopted this 10th day of November, 2022.

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

ATTEST:

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

**(g) Ordinance to Amend the General Fund – McCrary Ballpark
Playground and Other Miscellaneous Expenses**

Mr. Ogburn presented and recommended adoption, by reference, of an ordinance to amend the General Fund pertaining to the McCrary Ballpark playground and other miscellaneous expenses. In response, Council Member Heath moved, and Council Member Burks seconded the motion, to adopt/approve the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

81 ORD 11-22

**ORDINANCE TO AMEND THE GENERAL FUND
FY 2022-2023**

WHEREAS, at the September 2022 City Council Meeting, the City recognized the Kiwanis Club contribution of \$50,000 toward a playground at McCrary Ballpark.

WHEREAS, the estimated contract for installation and the purchase of the playground equipment is not to exceed \$73,000.

WHEREAS, the City desires to appropriate \$23,000 from the General Fund Balance to cover the difference between the estimated contract cost and the donation from the Kiwanis Club for the playground.

WHEREAS, the City of Asheboro desires to appropriate \$250,000 from the General Fund Balance for miscellaneous expenses for the McCrary Ballpark renovation that fall outside of the scope of the executed construction contracts.

WHEREAS, the total combined appropriation of General Fund Balance is \$273,000 as a transfer to the McCrary Ballpark Improvements Fund.

WHEREAS, the City of Asheboro desires amend the 2022-2023 General Fund operating budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

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>
10-000-399.0000	Fund Balance Allocation	273,000

That the following expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-620-574.6500	Contribution to McCrary Ballpark Fund	273,000

Adopted this the 10th day of November 2022.

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

ATTEST:

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

(h) Ordinance to Amend the McCrary Ballpark Improvements Fund – Playground and Other Miscellaneous Expenses

Mr. Ogburn presented and recommended adoption, by reference, of an ordinance to amend the McCrary Ballpark Improvements Fund pertaining to the playground and other miscellaneous expenses. In response, Council Member Bell moved, and Council Member Burks seconded the motion, to adopt/approve the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

82 ORD 11-22

**ORDINANCE TO AMEND
THE MCCRARY BALLPARK IMPROVEMENTS FUND
FY 2022-2023**

WHEREAS, at the September 2022 City Council Meeting, the City recognized the Kiwanis Club contribution of \$50,000 toward a playground at McCrary Ballpark.

WHEREAS, the estimated contract for installation and the purchase of the playground equipment is not to exceed \$73,000.

WHEREAS, the City desires to appropriate \$23,000 from the General Fund Balance to cover the difference between the estimated contract cost and the donation from the Kiwanis Club.

WHEREAS, the City of Asheboro desires to appropriate \$250,000 from the General Fund Balance for miscellaneous expenses for the McCrary Ballpark renovation that fall outside of the scope of the executed construction contracts.

WHEREAS, the City desires to recognize funding from the General Fund and appropriate for these expenses in the McCrary Ballpark Improvements fund.

WHEREAS, the City of Asheboro desires amend the 2022-2023 capital project fund budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

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:

Section 1: The following revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
65-000-300.0001	Contribution from General Fund	273,000

Section 2: The following expense line item be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
65-000-404.9000	Construction- Playground	23,000
65-000-405.0000	Miscellaneous	250,000
	Total	273,000

Adopted this the 10th day of November 2022.

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

ATTEST:

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

(i) Ordinance to Amend the General Fund – Vehicle Purchase

Mr. Ogburn presented and recommended adoption, by reference, of an ordinance to amend the General Fund pertaining to a vehicle purchase. In response, Council Member Heath moved, and Council Member Burks seconded the motion, to adopt/approve the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

83 ORD 11-22

**ORDINANCE TO AMEND THE GENERAL FUND
FY 2022-2023**

WHEREAS, the City Manager authorized the purchase of an SUV for City Hall use in 2017.

WHEREAS, the City Manager has identified a need to have a second vehicle assigned to City Hall.

WHEREAS, The City Manager feels that a 4x4 truck assigned to City Hall would be beneficial for emergency preparedness purposes.

WHEREAS, the current adopted 2022-2023 budget does not allocate funding for this expense.

WHEREAS, the City Manager approved moving funds from the Street Department budget to City Hall budget department in order to purchase a used vehicle.

November 10, 2022

WHEREAS, the City of Asheboro Budget Ordinance gives authority to the City Manager to make internal budgetary movement of funds between departments with follow up to the City Council at the next council meeting.

WHEREAS, the estimated cost of the vehicle is \$36,000.

WHEREAS, the City of Asheboro desires amend the 2022-2023 budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

WHEREAS, the City Council of the City of Asheboro wants 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 the following expense line items be decreased / increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-565-534.0002	Other supplies – asphalt (street dept)	(36,000)
10-500-574.0000	Capital Outlay	36,000
		0

Adopted this the 10th day of November 2022.

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

ATTEST:

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

(j) Ordinance to Amend the General Fund – Façade Grant

Prior to considering agenda item 9(j), Council Member Bell moved, and Council Member Redding seconded the motion, to excuse Council Member Heath and Mayor Smith from participating in the discussion and any voting pertaining to the façade grant. Council Member Heath and Mayor Smith were recused because of their service with the board of the nonprofit corporation known as Downtown Asheboro Inc. Council Members Bell, Burks, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

Due to Mayor Smith's recusal from this agenda item, Mayor Pro Tempore Moffitt assumed the role of presiding officer during the consideration of this specific agenda item. Mr. Ogburn then presented and recommended adoption, by reference, of an ordinance to amend the General Fund pertaining to a façade grant. In response, Council Member Bell moved, and Council Member Redding seconded the motion, to adopt/approve the following ordinance by reference. Council Members Bell, Burks, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

84 ORD 11-22

**ORDINANCE TO AMEND THE GENERAL FUND
FY 2021-2022**

WHEREAS in December 2021, the City Council approved funding the Downtown Asheboro Inc.(DAI) “Downtown Redevelopment Grant” program focused on spurring economic development in Downtown Asheboro Historic District by providing financial consideration to

incentivize owners and tenants to invest in property improvements that are focused on historic preservation of architectural character that is unique to Asheboro.

WHEREAS, the one hundred thousand dollars allocated for this grant were used for improvements to 6 locations in the historic downtown Asheboro district – 200 Block S. Fayetteville St., 135-139 Sunset Ave, 127 Trade Street, 216 S. Fayetteville St., 226 S. Fayetteville St, and 138 Sunset Ave.

WHEREAS, the DAI is excited with how the grant funding has helped encourage property owners invest in upgrades or beautifications to their downtown properties.

WHEREAS, DAI has more qualified applications than allocated grant funding could support and has requested a second round of grant funding from the City of Asheboro in the amount of one hundred thousand dollars for this program, and

WHEREAS, the City of Asheboro recognizes long term economic development aspect of investment in the Downtown Historic District and would like to appropriate fund balance for this purpose, and

WHEREAS, the City of Asheboro desires amend the 2022-2023 budget 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 the following Revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-000-399.0000	Fund Balance Allocation	\$100,000

That the following Expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-490-551.0000	Community Redevelopment	\$100,000

Adopted this the 10th day of November 2022.

/s/ Walker B. Moffitt
Walker B. Moffitt, Mayor Pro Tempore

ATTEST:

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

(k) Ordinance to Amend the Water and Sewer Fund – North Carolina Department of Transportation Utility Construction

Mr. Ogburn presented and recommended adoption, by reference, of an ordinance to amend the Water and Sewer Fund pertaining to North Carolina Department of Transportation utility construction. Council Member Heath moved, and Council Member Burks seconded the motion, to adopt/approve the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

**ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2022-2023**

WHEREAS, the NC Department of Transportation is in the process of replacing bridge 750038 over Cedar Fork Creek on SR 3255 (Farmer Rd.).

WHEREAS, the bridge construction will impact existing water and sewer lines owned by the City of Asheboro.

WHEREAS, the City of Asheboro agreed to cover the cost for the utility relocation for an estimated amount of \$48,000.

WHEREAS, the City has requested that an existing 2" water main line be upgraded to a proposed 6" water main and this 6" betterment cost is approximately \$25,000.

WHEREAS, the City of Asheboro desires amend the 2022-2023 Water & Sewer Fund operating budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

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 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>
30-000-399.0000	Fund Balance Appropriation	\$72,000

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
30-840-546.0000	Contracted Maintenance	49,000
30-850-546.0000	Contracted Maintenance	24,000
		<u>\$72,000</u>

Adopted this 10th day of November, 2022.

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

ATTEST:

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

10. Asheboro Regional Airport Items

(a) Civil Air Patrol Lease Agreement

City Attorney Jeff Sugg presented and recommended approval of a new 3-year lease agreement with the Civil Air Patrol. The existing 3-year agreement is about to expire, and the proposed agreement grants another 3-year lease term to the Civil Air Patrol on the same material terms and conditions found in the preceding hangar lease agreements.

In response, Council Member Bell moved, and Council Member Heath seconded the motion, to approve the following hangar lease agreement with the Civil Air Patrol. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

STATE OF NORTH CAROLINA

ASHEBORO REGIONAL AIRPORT
HANGAR SPACE LEASE AGREEMENT

COUNTY OF RANDOLPH

THIS AGREEMENT AND LEASE (the “Agreement”) is made and entered into, as of the date of the last signature affixed hereto, by and between the **CITY OF ASHEBORO (the “Lessor”)**, a North Carolina municipal corporation, and the **CIVIL AIR PATROL (the “Lessee”)**, incorporated under a Special Act of Congress approved July 1, 1946, Public Law 476, 79th Congress, for the use and benefit of the Randolph Composite Squadron.

WITNESSETH:

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

- (1) Lessor hereby leases to Lessee and Lessee hereby accepts the following area of rental space at the Asheboro Regional Airport for use during the lease term as an administrative/operational center and for an aircraft owned by the Lessee:

The area labeled as “C.A.P. Building” on Schedule “C” (as amended through October 2022) for the Asheboro Regional Airport; Schedule “C” is attached as EXHIBIT 1 to this Agreement and is hereby incorporated into this Agreement by reference as if fully copied herein.

- (2) The lease period shall be for a 3-year term commencing at 12:01 a.m. on January 1, 2023, and ending at midnight on December 31, 2025.
- (3) The rental rate under this Agreement is one and no hundredths dollars (\$1.00) per year. Because of the minimal amount charged for the entire 3-year term of this Agreement, and for administrative convenience, the total sum of rental charges due under this Agreement shall be paid in good funds by the Lessee to the Lessor in advance of the commencement of the 3-year lease term specified in the immediately preceding paragraph. Consequently, in advance of January 1, 2023, the Lessee shall pay to the Lessor the sum of three and no hundredths dollars (\$3.00), which is the total rental fee due under this Agreement.
- (4) Lessee hereby agrees to the following operating procedures and limitations:
 - (a) Lessee will not operate any aircraft engine inside the hangar and will not run-up any aircraft engine with propeller blast directed toward any hangar door, hangar, or other aircraft;
 - (b) Lessee will assure proper chocking and securing of aircraft after each usage;
 - (c) While not required, Lessee may leave hangar and aircraft keys with the Airport Manager for emergency use;
 - (d) Lessee will provide, install, and maintain a suitable portable fire extinguisher in the hangar; and

- (e) Lessee will maintain the interior of the hangar in a clean and neat condition.
- (5) Lessee will bear all costs involving utilities to its hangar, *ad valorem* taxes to any extent that the same may in the future be charged in connection with the demised premises, insurance and permits for the demised premises, any cost of improvements to the demised premises, and required repairs to the interior space of the demised premises.
- (6) Lessee is prohibited from assigning this lease, and the Lessee is also prohibited from subleasing any portion of its hangar.
- (7) Lessor will not be liable for loss arising out of damage to or destruction of the hangar or its contents from any cause, except such loss as may be recoverable under Lessor's standard liability insurance policy.
- (8) It is expressly agreed that if the Lessee fails to perform or comply with any of the provision(s) of this Agreement and remains in default thereof for a period of 30 days after written notice from the Lessor calling attention to such default, the Lessor may declare this Agreement terminated and cancelled and take possession of the premises described herein without prejudice to any other legal remedy the Lessor may have on account of such default. The notice of default may be posted on the demised premises or given to the person at such time in charge of the premises. It is specifically understood and agreed that cancellation of this Agreement by the Lessor for cause can be done at any time during the 3-year lease term specified herein after failure by the Lessee to correct an event of default as aforesaid.
- (9) Upon the expiration of the current 3-year lease term, Lessee will have first refusal to rent the hangar at a rate and for a term set in the discretion of the Asheboro City Council.
- (10) The Lessee shall not engage in general competition with the fixed base operator or other operations at the Asheboro Regional Airport. This provision is not intended to create a monopoly for the present fixed base operator and is made a part of this Agreement solely on account of the nominal rental rate charged under this Agreement.
- (11) It is understood and agreed that the purpose of this lease is to provide a place for the Lessee to conduct operations and training essential to its mission and to store, maintain, repair, and service its aircraft. Any other use to be made of the premises shall be subject to the written approval of the Asheboro Airport Authority; and it is further expressly agreed that the demised property shall not, at any time during the term of this Agreement, be used for such purpose or in such manner that the sight, sound, or traffic into or out of the demised premises could reasonably be considered to be objectionable or hazardous to the facilities and operations of the Asheboro Regional Airport. Parking of the Lessee's emergency medical vehicle in the hangar is permitted.
- (12) The Asheboro Airport Authority shall have the right, at reasonable times, to inspect the premises and to enforce reasonably required safety and health regulations affecting the nature of the structure and the operations therein.
- (13) The Lessee hereby agrees to conform to and abide by the Rules and Regulations of the Asheboro Airport Authority in effect at the time of the commencement of this Agreement and as the same may be amended in the future.
- (14) The Lessee does hereby promise and agree to hold harmless and indemnify the Asheboro Airport Authority and the City of Asheboro for any costs, losses, and/or damages caused by the Lessee and its guests, licensees, successors, assigns, and/or contractors arising out of or in the course of the use of the demised property. The costs and damages that fall within the scope of this hold harmless and indemnification provision include, without limitation, any and all attorneys' fees, court costs, damage awards of any kind, and any other costs or charges arising out of any litigation based,

in whole or in part, on the intentional or negligent acts of the Lessee and its guests, licensees, successors, assigns, and/or contractors.

- (15) The Lessee shall be responsible for maintaining all insurance, including fire and extended coverage insurance.
- (16) E-Verify Compliance Section: Pursuant to Section 143-133.3 of the North Carolina General Statutes, the Asheboro City Council is prohibited from entering into contracts such as this Agreement unless the contractor, which is the Lessee in this case, and the contractor's subcontractors under the contract comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Article 2 of Chapter 64 establishes North Carolina's E-Verify requirements for employers. For the sole and limited purpose of creating a valid contract with the City of Asheboro, the Lessee hereby represents and covenants that the Lessee and its contractors and subcontractors who may perform work on the demised premises are compliant, and will remain compliant throughout the duration of this Agreement, with the cited requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Lessee acknowledges and agrees that the City of Asheboro is relying upon this E-Verify compliance section in order to enter into this Agreement. The parties agree to this contractual provision only to the extent authorized by law.
- (17) Lessor and Lessee each acknowledge and represent that it is duly organized, validly existing, and in good standing and has the right, power, and authority to enter into this Agreement and bind itself hereto through the official set forth below as signatory for the party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Lessor:

CITY OF ASHEBORO

By: _____

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

ATTEST:

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

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

I am a Notary Public of _____ County, North Carolina, and I do hereby certify that Holly H. Doerr, who is personally known to me, voluntarily appeared before me this day and acknowledged that she is the City Clerk for the City of Asheboro, a North Carolina municipal corporation, and that, by authority duly given and on behalf of the municipal corporation, the Mayor of the City of Asheboro executed the foregoing instrument for the purposes stated therein and that Ms. Doerr, as City Clerk, attested and sealed the instrument with the municipal corporation's seal.

WITNESS my hand and official stamp or seal, this the _____ day of _____, 2022.

Signature of Notary Public

Printed or Typed Name of Notary Public

My commission expires:

Lessee:

CIVIL AIR PATROL

By: _____
John Salvador, Chief Operating Officer
Civil Air Patrol

STATE OF _____
COUNTY OF _____

I am a Notary Public of _____ County, State of _____, and I do hereby certify that John Salvador personally appeared before me this day and acknowledged that, as Chief Operating Officer of the Civil Air Patrol, he is a corporate officer for the Civil Air Patrol and that, by authority duly given and on behalf of the Civil Air Patrol, he duly executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this the _____ day of _____, 2022.

Signature of Notary Public

Printed or Typed Name of Notary Public

My commission expires:

[The attachment identified in the immediately preceding agreement as EXHIBIT 1 is on file in the city clerk's office.]

(b) Amended Fixed Based Operator Lease Agreement with Cardinal Air, LLC

Mr. Sugg presented and recommended approval of the following amendments to the fixed base operator lease agreement with Cardinal Air, LLC. These amendments were drafted in response to recommendations received from the Asheboro Airport Authority.

After discussing the recommendation, Council Member Moffitt moved, and Council Member Burks seconded the motion, to approve the following amendments to the fixed base operator agreement with Cardinal Air, LLC. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

STATE OF NORTH CAROLINA

ASHEBORO REGIONAL AIRPORT FIXED
BASE OPERATOR LEASE AGREEMENT
AMENDMENTS 2023

COUNTY OF RANDOLPH

THESE ASHEBORO REGIONAL AIRPORT FIXED BASE OPERATOR LEASE AGREEMENT AMENDMENTS (the “2023 FBO Agreement Amendments”) are made and entered into, as of the dates indicated on the signature pages, by and between the **CITY OF ASHEBORO (hereinafter the “City” or “Lessor”)**, a North Carolina municipal corporation with its principal office located at 146 North Church Street, Asheboro, North Carolina 27203, and **CARDINAL AIR, LLC (hereinafter the “FBO,” “Cardinal Air,” or “Lessee”)**, a North Carolina limited liability company with its principal office located at 80 Aviation Drive, Siler City, North Carolina 27344.

WITNESSETH:

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

WHEREAS, pursuant to an existing **“Lease Agreement for Fixed Base Operator of the Asheboro Regional Airport,”** as amended, (the **“Pre-2023 FBO Agreement”**), Cardinal Air is the fixed base operator at the Airport (a copy of the Pre-2023 FBO Agreement is attached hereto as ATTACHMENT A and is incorporated into these 2023 FBO Agreement Amendments by reference as if copied fully herein); and

WHEREAS, based on recommendations from the Asheboro Airport Authority, the Asheboro City Council has concluded that the efficiency of the Airport’s operations will be enhanced by broadening the scope of certain utilities paid by the City at the terminal building and by leasing additional hangars to Cardinal Air for subleasing to third parties on a month-to-month basis; and

WHEREAS, Cardinal Air has expressed a willingness to join with the City in implementing the proposed changes so long as the financial consideration specified herein is provided to account for the added expenses and responsibilities to be assumed by the FBO under the modified hangar leasing arrangements; and

WHEREAS, the above-described changes in the operating arrangement at the Airport can be accomplished by amending the Pre-2023 FBO Agreement to reflect the mutually agreed upon modifications in the leasing arrangement between the City and Cardinal Air; and

WHEREAS, the Asheboro City Council finds that (a) the City has no alternative uses for the facilities/infrastructure to be leased to Cardinal Air during the lease term specified in the 2023 FBO Agreement Amendments, and (b) the adoption of the Asheboro Airport Authority recommendations is in the best interest of the City.

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

SECTION 1: AMENDMENT OF LEASED PREMISES

Article II (LEASED PREMISES) of the Pre-2023 FBO Agreement is hereby amended by rewriting Article II to provide as follows:

**ARTICLE II
LEASED PREMISES**

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the following described improvements that are identified and shown on Schedule "C" (**Amended October 2022**), which is attached hereto as EXHIBIT 1 and incorporated herein by reference, (the "Premises") together with the right of ingress and egress for both vehicles and aircraft.

- 1. "T" Hangars: Two 8-unit "T" hangars shown on Schedule "C."
- 2. Maintenance Building: Shown on Schedule "C."
- 3. FBO Administration Building (Terminal Building): The entire FBO Administration Building shown on Schedule "C," which includes the FBO office, manager's office, training room on the south side of the building, lounge, conference room, restrooms, and snack area. The lounge, conference room, restrooms, and snack area must be open to the public during normal operating hours.
- 4. Avgas and Jet Fuel Facilities.
- 5. North Apron: Shown on Schedule "C."
- 6. South Apron: Shown on Schedule "C."

7. Hangars B, C, D, E, F, K, N, and O as shown on Schedule "C." The effective date for the lease of the immediately preceding group of hangars to Cardinal Air under the 2023 FBO Agreement Amendments is January 1, 2023.

SECTION 2: ADDITION OF HANGAR RENTAL MANAGEMENT RESPONSIBILITIES

Paragraph B.6 of Article IV (APPURTENANT PRIVILIEGES) in the Pre-2023 FBO Agreement is hereby amended by rewriting the referenced paragraph to provide as highlighted below:

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

<u>ASSET</u>	<u>LESSEE</u>	<u>LESSOR</u>
Airfield	Manages; Post NOTAMS	Pays Maintenance & Mowing
Runway/Lighting	Manages; Replaces Lamps	Pays Lamps, Maintenance, & Electricity; Removes Snow
Windsock	Manages; Replaces Lamps/ Sock	Pays Maintenance, Lamps, & Electricity
NDB/AWOS Monitors	Manages/Monitors	Pays Maintenance & NDB/AWOS Electricity

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Light Beacon	Manages	Pays Maintenance & Electricity
Apron-North	Manages; Receives Full Rent; Provides Tie Down Ropes (Rental Rate to be Approved by Asheboro Airport Authority)	Pays Maintenance; Removes Snow
Fuel Facilities	Rent Free Use; Monitors Fuel on Daily Basis; Provides Operational Maintenance (Filters, Quality Control, and Clean-Up); Pays 5% of Gross Receipts from Flowage Fee to Lessor when Sales Exceed 150,000 Gallons in a Calendar Year	Provides Facility Maintenance; Receives 5% of Gross Receipts from Flowage Fee When Sales Exceed 150,000 Gallons in a Calendar Year
Terminal/Furn.	Rent Free Use of Office, Training Room, & Manager's Office; Pays Operational Maintenance Costs	Pays Structural Maintenance Costs; Pays for Utilities, including Electricity and Communications Services Such as Internet Connectivity in the Building
Parking Lot	Manages; FBO Rental Car Use	Provides Maintenance; Removes Snow
Water System	Uses Free of Charge	Operates the Municipal Water Supply & Distribution System
Sewer System	Uses Free of Charge	Operates the Municipal Sanitary Sewer System
T Hangars (16)	Manages; Receives Full Rent; Provides Tie Down Ropes (Rental Rate to be Approved by Asheboro Airport Authority)	Pays Structural Maintenance
Maint. Hangar - East	Uses for Business Rent Free	Pays Structural Maintenance; Pays Heat & Electricity
Maint. Hangar - West	Uses for Business Rent Free	Pays Structural Maintenance; Pays Heat & Electricity
Air Compressor	Pays All Maintenance	No Obligation to Replace
Roads	Manages; Common Use	Pays Maintenance; Removes Snow

<u>ASSET</u>	<u>LESSEE</u>	<u>LESSOR</u>
Area Lighting	Manages; Calls for Maintenance	Pays for Service
Public Phone	Manages; Calls for Maintenance	Pays for Service
UNICOM	Furnishes & Operates	Reserves Access by Others
Apron South	Manages; Receives Full Rent; Provides Tie Down Ropes (Rental Rate to be Approved by Asheboro Airport Authority)	Reserves Right to Lease to Others; Pays Maintenance; Removes Snow
Other Non-Commercial Hangars or Facilities Existing and Those Developed in the Future	Manages, Subject to City Lease Agreement(s)	Subject to City Lease Agreement(s)
Fuel Truck	Provides Truck, Gas for Truck, & Maintenance of Truck, including Fueling Equipment, in Coordination with FBO’s Third Party Vendor(s) Beginning May 1, 2020	Provides Funding Directly to FBO for Airport Fuel Infrastructure in the Amount of \$1,200.00 per Month Beginning May 1, 2020
Trash Containers	Free Use of Containers; Monitors & Limits Unauthorized Use	Provides Containers; Empties Containers & Pays for Trash Disposal
Hangars B, C, D, E, F, K, N, and O	Manages Leasing of Hangars to Third Parties on a Month-to-Month Basis, Including Rental Billing and Collections; Retains 35% of Rental Fees Collected; Rental Rates Must Be Approved by the Asheboro Airport Authority; Rental Management Responsibilities Begin January 1, 2023	Pays Structural Maintenance; Pays Utilities Not Billed Directly to Subtenants

SECTION 3. AMENDMENT OF PAYMENT PROVISIONS

Paragraph A of Article VI (PAYMENTS) in the Pre-2023 FBO Agreement is hereby amended by rewriting the referenced paragraph to provide as follows:

- A. Fees. In consideration of the rights and privileges granted by this Agreement, the parties agree to pay to each other during the term of this Agreement the following:
1. After the threshold amount of 150,000 gallons of aviation fuel is sold by Lessee in a calendar year, the Lessee shall pay an amount equal to five percent (5%) of gross fuel sales dollars as a fuel flowage fee on all aviation fuel dispensed by Lessee on the premises. Payments shall be made on or before the 10th day of each month for fuel dispensed during the prior month.

2. Effective May 1, 2020, and continuing through the remainder of the term of this Agreement, the Lessor shall pay to the Lessee an airport fuel infrastructure payment of one thousand two hundred and no hundredths dollars (\$1,200.00) per month. This monthly airport fuel infrastructure payment shall be made on or before the 10th day of each calendar month.
3. Effective January 1, 2023, and continuing through the remainder of the term of this Agreement, the Lessee shall retain 35% of all rental payments collected from tenants subleasing Hangars B, C, D, E, F, K, N, and O. The balance of all rental payments collected from the tenants subleasing the listed hangars shall be paid by Cardinal Air to the City. Payments shall be made to the City on or before the 10th day of each month for rental payments collected during the prior month.

SECTION 4. NO IMPACT ON OTHER TERMS AND CONDITIONS

Except as specifically modified or amended by provisions found within these 2023 FBO Agreement Amendments, the Pre-2023 FBO Agreement shall remain unchanged and in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals as of the day and year first above written.

LESSOR: City of Asheboro

By: _____ (SEAL)
David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

I, the undersigned Notary Public of _____ County, North Carolina, hereby certify that Holly H. Doerr, who is personally known to me, came before me this day and acknowledged that she is the City Clerk for the City of Asheboro and that, by authority duly given and as the act of the municipal corporation, the foregoing instrument was voluntarily executed on behalf of the municipal corporation by its Mayor, sealed with the municipal corporation's seal, and attested by Ms. Doerr as the City Clerk for the purposes stated therein.

WITNESS my hand and notarial seal or stamp, this the _____ day of _____, 2022.

Notary Public's Signature

My commission expires:

Notary Public's Typed or Printed Name

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

Deborah P. Reaves, Finance Officer

LESSEE: Cardinal Air, LLC

By: _____ (SEAL)
Karen McCraw, Managing Member

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

I, the undersigned Notary Public of _____ County, North Carolina, hereby certify that Karen McCraw, who is either personally known by me or whose identity was proven by satisfactory evidence, appeared before me this day and acknowledged that she is a managing member of Cardinal Air, LLC and that, being duly authorized to do so, she voluntarily executed the foregoing instrument on behalf of Cardinal Air, LLC for the purposes stated therein.

WITNESS my hand and notarial seal or stamp, this the _____ day of _____, 2022.

Notary Public’s Signature

My commission expires: _____
Notary Public’s Typed or Printed Name

[The two attachments identified in the immediately preceding resolution as ATTACHMENT A and EXHIBIT 1 are on file in the city clerk’s office.]

11. Potential Changes in the City Council’s Meeting Schedule for 2023

Mayor Smith led a discussion of the council’s regular meeting schedule for the 2023 calendar year. Due to the Independence Day Holiday, the July meeting will be scheduled for July 13, 2023, and, due to the Veterans Day Holiday, the November meeting will be scheduled for November 8, 2023. No other scheduling changes were proposed.

An ordinance setting the schedule for regular meetings during the 2023 calendar year will be presented for adoption during the city council’s next regular meeting on December 8, 2022.

12. Closed Session

Council Member Bell moved, and Council Member Heath seconded the motion, to go into closed session pursuant to Section 143-318.11(a)(3) of the North Carolina General Statutes in order to discuss with the city attorney a matter within the attorney-client privilege. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

[A general account of the closed session has been prepared and approved as a stand-alone document. The approved general account of the closed session will remain sealed so long as public inspection of the records would frustrate the purpose of the closed session.]

Upon returning to open session, Council Member Bell moved, and Council Member Heath seconded the motion, to direct the city attorney to advertise the city council’s intent to authorize, at the council’s regular meeting in January 2023, the lease of space on the city’s elevated water tank on S. Church Street for communications equipment. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

13. Upcoming events and items not on the agenda.

Mayor Smith and Mr. Ogburn led a discussion of upcoming events within the city government and the community in general. No action was taken by the city council during this discussion.

There being no further business, the meeting was adjourned at 9:26 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on October 3, 2022

The Asheboro ABC Board met on Monday, October 3, 2022, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC. Present at the meeting were Chairman Steve Knight, Board Member Bob Morrison, Board Member Curtis Shipley and General Manager Rodney Johnson (GM). A quorum being present, the Chair called the meeting to order for the transaction of business and business transacted as follows:

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

Board Minutes from the August 29, 2022, meeting were reviewed and approved by the Board.

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

Monthly drafts and EFT payments from August and September 2022 were reviewed by the Board.

Sales statistics for the months of August and September 2022 were reviewed by the Board.

The GM reviewed allocations of hard-to-get spirits as set by State ABC Commission Chairman Bauer. Board Member Curtis Shipley requested the GM send him the name and contact information for the ABC Commission Chief Legal Counsel so Shipley could follow up on discussed issues.

The GM reviewed a proposal from Frank Edmondson (Schwarz Properties) concerning a second store location at the intersection of North Fayetteville Street and Pineview Street. The Board reviewed the proposal, but expressed concern over the proposed costs and access to North Fayetteville Street. The Board directed the GM contact Edmondson and further discuss costs and access issues.

The Board recognized Steve Knight as the new Chairman and Curtis Shipley as a new board member.

The Board reviewed statistics submitted by Asheboro PD in reference to an undercover minor campaign and other ABC enforcement actions undertaken by Asheboro PD.

The Board reviewed and accepted the Audited Financial Statements for June 30, 2022, and 2021 as completed by Durham Lewis, CPA, PLLC.

The next regular Asheboro ABC Board meeting will be held Monday, November 7, 2022, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 11-7-22 
GM

Stephen R Knight

Chris S
Robert E. Harris

Cleanout Project

Amity Rd.

1076

1070

1058

1041

1027

1018

1001

994

981

975

963

925

911

Fairfax Ct.

495

Heather Ct.

513

Tamworth Rd.

941

933

920

914

905

900

Kamerin St.

3092

3084

3077

2968

2956

2946

2934

2983

2892

2841

2812

Cecylia Ct.

283

Gum St.

230

245

235

219

216

195

178

166

158

140

127

Lawson Ct.

2958

2957

3017

3020

3043

Homeplace Dr.

251

Sonnet Dr.

2872

2860

2844

2837

2799

ORDINANCE NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AN ORDINANCE SETTING THE DATES FOR REGULAR MEETINGS
OF THE ASHEBORO CITY COUNCIL DURING THE
2023 CALENDAR YEAR**

WHEREAS, Section 31.04(A) of the Code of Asheboro provides that the “City Council shall hold a regular meeting on Thursday after the first Monday of each month;” and

WHEREAS, in an effort to avoid reasonably foreseeable scheduling conflicts with Independence Day and Veterans Day, the Asheboro City Council has decided to reschedule its regular meetings in July 2023 and November 2023.

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

Section 1. During the 2023 calendar year, and subject to any notices to the contrary issued in accordance with the applicable statutes and ordinances, regular meetings of the Asheboro City Council will begin at 7:00 p.m. on the dates listed herein and will be held in the Council Chamber, which is located on the second floor in Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203.

Section 2. In recognition of the impact of Independence Day, the regular meeting of the Asheboro City Council in July 2023 shall be held in the Council Chamber at Asheboro City Hall, with a beginning time of 7:00 p.m., on the 13th day of July, 2023.

Section 3. In recognition of the impact of Veterans Day, the regular meeting of the Asheboro City Council in November 2023 shall be held in the Council Chamber at Asheboro City Hall, with a beginning time of 7:00 p.m., on the 8th day of November, 2023.

Section 4. For purposes of clarity, the schedule is as follows for regular meetings of the Asheboro City Council during the 2023 calendar year:

<u>Month</u>	<u>Meeting Date</u>
January	5 th
February	9 th

March	9 th
April	6 th
May	4 th
June	8 th
July	13 th
August	10 th
September	7 th
October	5 th
November	8 th
December	7 th

Section 5. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed to the extent that such ordinances conflict with the intent of the Asheboro City Council to hold its regular meetings in accordance with the schedule found in Section 4 of this Ordinance. With the exception of rescheduling the Asheboro City Council's regular meetings in July 2023 and November 2023, the provisions of Section 31.04 of the Code of Asheboro shall remain in full force and effect.

Section 6. This Ordinance shall become effective upon adoption and shall sunset at midnight on December 31, 2023.

This Ordinance was adopted in open session during a regular meeting of the Asheboro City Council held on the 8th day of December, 2022.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

Whereas	Primary Government Unit City of Asheboro
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A
and	Auditor Huneycutt, Parsley & Taylor, CPAs, PLLC

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/22	and originally to be submitted to the LGC on	Date 10/31/22
-----	--------------------------------	--	------------------

hereby agree that it is now necessary that the contract be modified as follows.

☒ Modification to date submitted to LGC	Original date 10/31/22	Modified date 01/31/23
☐ Modification to fee	Original fee	Modified fee

Primary Other
(choose 1)(choose 0-2)

Reason(s) for Contract Amendment

- | | | |
|----------------------------------|-------------------------------------|--|
| ☐ | ☐ | Change in scope |
| ☐ | ☐ | Issue with unit staff/turnover |
| ☐ | ☐ | Issue with auditor staff/workload |
| ☐ | ☐ | Third-party financial statements not prepared by agreed-upon date |
| ☐ | ☐ | Unit did not have bank reconciliations complete for the audit period |
| ☐ | ☐ | Unit did not have reconciliations between subsidiary ledgers and general ledger complete |
| ☐ | ☐ | Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger |
| ☐ | ☐ | Unit did not have information required for audit complete by the agreed-upon time |
| ☐ | ☐ | Delay in component unit reports |
| ☒ | ☒ | Software - implementation issue |
| ☐ | ☐ | Software - system failure |
| ☐ | ☐ | Software - ransomware/cyberattack |
| ☐ | ☐ | Natural or other disaster |
| ☐ | ☒ | Other (please explain) |

Plan to Prevent Future Late Submissions

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due to the LGC four months after fiscal year end. Indicate NA if this is an amendment due to a change in cost only.

New accounting software implemented by auditee caused a delay in reports being generated to complete financials by 10/31/22. Issue should be resolved in future due to more experience with software by auditee.

Additional Information

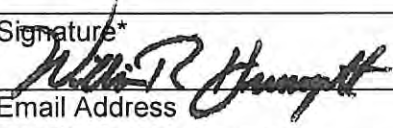
Please provide any additional explanation or details regarding the contract modification.

Also, review of ACFR by GFOA not completed by 12/1/22 for 6/30/21 submitted financials. Since certificate for 6/30/21 must be included in ACFR for 6/30/22 this caused a delay.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Huneycutt, Parsley & Taylor, CPAs, PLLC	
Authorized Firm Representative* (typed or printed)	Signature*
William R. Huneycutt	
Date*	Email Address
11/29/22	steve@wrhuneycuttcpa.com

GOVERNMENTAL UNIT

Governmental Unit*	
City of Asheboro	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed)	Signature*
David Smith, Mayor	
Date	Email Address
	dreaves@ci.asheboro.nc.us

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer*	Signature*
N/A	
Date of Pre-Audit Certificate*	Email Address*

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2022-2023

WHEREAS, the Fleet Maintenance Department is responsible for the maintenance and repair of a majority of the City of Asheboro rolling stock / fleet.

WHEREAS, the Fleet Maintenance Department provides for the fuel for a majority of the City of Asheboro rolling stock / fleet.

WHEREAS, the Fleet Maintenance Department operating costs are significantly higher than budgeted due to changes in the economic environment which has resulted in increases fuel and various parts and supplies necessary for the maintenance and repair of the fleet.

WHEREAS, The City Council of the City of Asheboro desires to amend the budget as required by law to adjust for changes in expenditures in comparison to the current fiscal year adopted budget, and;

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

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

That the following Revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-000-399.0000	Fund Balance Allocation	\$500,000

That the following Expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-555-518.0000	Vehicle Parts / Inventory	\$250,000
10-555-532.0000	Gas Oil Tires / Inventory	250,000
	Total Increase	\$500,000

Adopted this 8th day of December, 2022

David H. Smith, Mayor

ATTEST:

Holly H Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND THE GENERAL FUND
FY 2022-2023

WHEREAS, at the time of budget adoption for FY 2022-2023 in June 2022, the City of Asheboro position providing administrative support to the Building Inspections department was filled by the Deputy City Clerk budgeted in the Legal Services Department.

WHEREAS, changes in the pay plan positions associated with new positions in the Inspection Department and Engineering Department requires changes in current budget allocations.

WHEREAS, The City Council of the City of Asheboro desires to amend the budget as required by law to adjust for changes in expenditures in comparison to the current fiscal year adopted budget, and;

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

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

That the following Revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-000-399.0000	Fund Balance Allocation	\$32,000

That the following Expense line items be increased / (decreased):

<u>Line Item</u>	<u>Description</u>	<u>Increase / (Decrease)</u>
10-540-502.0000	Salaries / Wages	\$20,302
10-540-507.0002	Fringe Benefits- FICA / Medicare	1,506
10-540-507.0400	Fringe- Insurance	7,800
10-540-507.0005	Fringe- Retirement	2,392
10-450-502.0000	Salaries / Wages	(25,520)
10-450-507.0002	Fringe Benefits- FICA / Medicare	(1,952)
10-450-507.0400	Fringe Insurance	(5,200)
10-450-507.0005	Fringe- Retirement	(3,100)
10-575-502.0000	Salaries / Wages	25,520
10-540-507.0002	Fringe Benefits- FICA / Medicare	1,952
10-540-507.0400	Fringe- Insurance	5,200
10-540-507.0005	Fringe- Retirement	3,100
	Total Increase	<u>\$32,000</u>

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

NORTH CAROLINA SURVEYOR'S CERTIFICATION

I, KIM R. LILLY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, FROM DEED BOOK 1543, PAGE 1088; DEED BOOK 1543, PAGE 1088; DEED BOOK 1622, PAGE 1305; AND DEED BOOK 1681, PAGE 426; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEED BOOK 1173, PAGE 1101; DEED BOOK 1173, PAGE 1103; DEED BOOK 1442, PAGE 296; DEED BOOK 1666, PAGE 386; DEED BOOK 1710, PAGE 846; DEED BOOK 2030, PAGE 1372; DEED BOOK 2502, PAGE 95; DEED BOOK 2563, PAGE 472; DEED BOOK 2720, PAGE 1625; DEED BOOK 33, PAGE 272; PLAT BOOK 52, PAGE 25; PLAT BOOK 102, PAGE 56; AND PLAT BOOK 130, PAGE 63; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:81,833; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600). WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 3RD DAY OF NOVEMBER, 2022. A.D.

I, KIM R. LILLY, FURTHER CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- 1) CLASS OF SURVEY: URBAN LAND SURVEY (CLASS A)
- 2) POSITIONAL ACCURACY: 0.073
- 3) TYPE OF GPS FIELD PROCEDURE: GPS/RTS
- 4) DATES OF SURVEY: MARCH 1, 2022
- 5) DATUM/EPOCH: NAD 83 (NRS 2011)
- 6) PUBLISHED/FIXED-CONTROL USE: NONE
- 7) GEOID MODEL: GEOID 12B
- 8) COMBINED GRID FACTOR(S): 0.9998832
- 9) UNITS: US FEET

PRELIMINARY
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

LEGEND

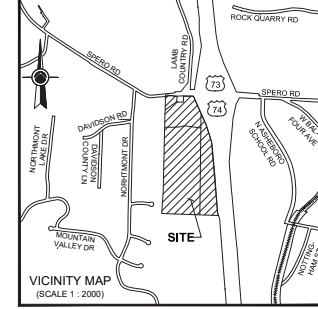
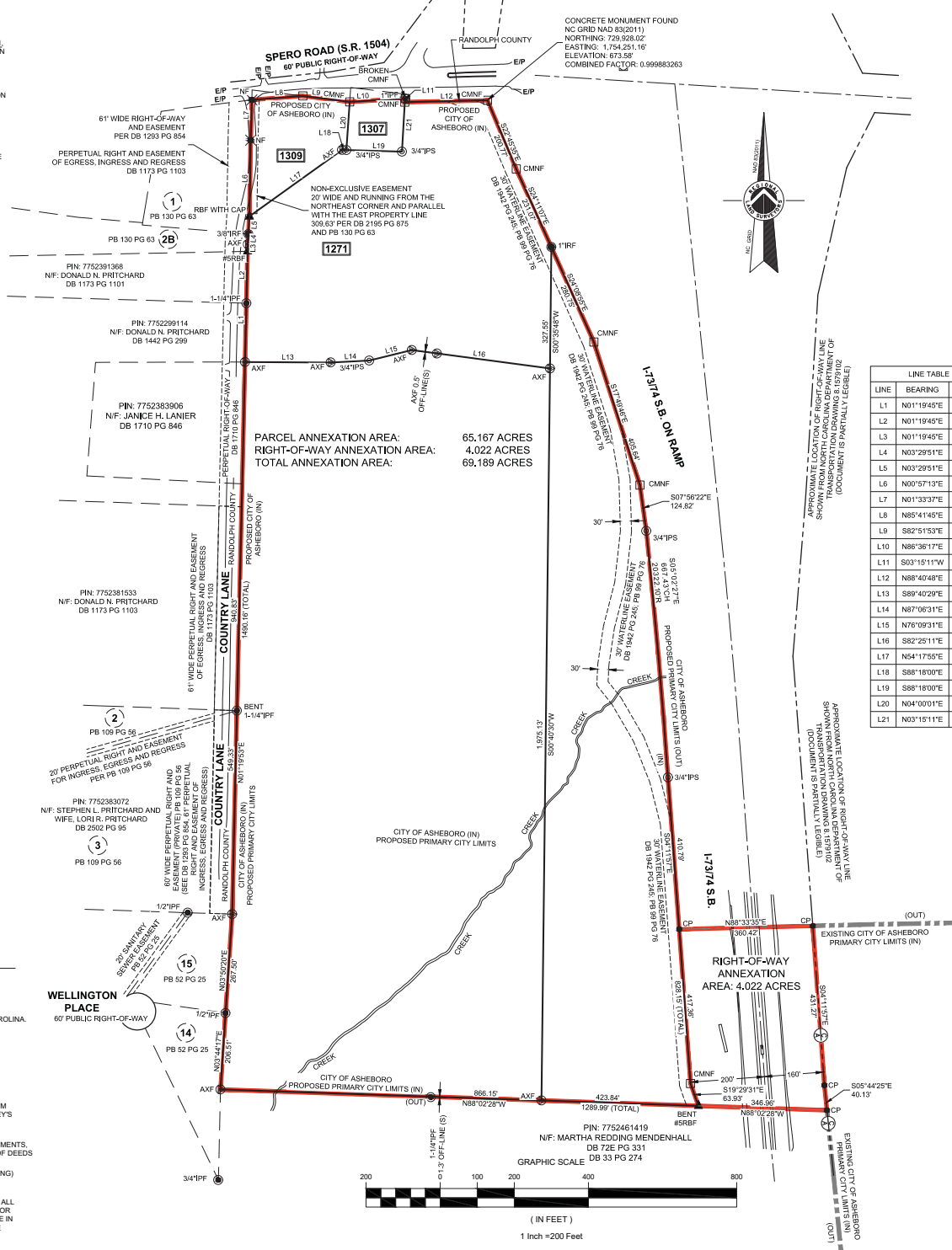
- COMPUTED POINT (CP)
 - ⊙ IRON PIPE SET (SIZE AS NOTED) (IPS)
 - ⊙ IRON ROD FOUND (SIZE AS NOTED) (IRF)
 - ⊙ IRON PIPE FOUND (SIZE AS NOTED) (IPF)
 - ⊙ REBAR FOUND (SIZE AS NOTED) (RBF)
 - ⊙ AXLE FOUND (AXF)
 - ⊙ CONCRETE MONUMENT FOUND (CMNF)
 - ⊙ NAIL FOUND (NIF)
- 1234 ADDRESS
- NIF NOW OR FORMERLY
DB DEED BOOK
PB PLAT BOOK
PG PAGE
EP EDGE OF PAVEMENT
RCP REINFORCED CONCRETE PIPE

LINE LEGEND

- ANNEXATION AREA BOUNDARY LINE
- SUBJECT BOUNDARY LINE (SURVEYED)
- SUBJECT BOUNDARY LINE INTERIOR (SURVEYED)
- ADJOINER BOUNDARY LINE (NOT SURVEYED)
- RIGHT-OF-WAY LINE
- EASEMENT

NOTES:

1. SITES: FIRST ASSEMBLY OF GOD CHURCH OF ASHEBORO, INC.
PIN: 7752396762 DEED BOOK 1543, PAGE 1088.
PIN: 7752398870 DEED BOOK 1622, PAGE 1305.
PIN: 7752389302 DEED BOOK 1681, PAGE 426 AND
PIN: 7752399337 DEED BOOK 1543, PAGE 1088
AS RECORDED IN THE REGISTER OF DEEDS OF RANDOLPH COUNTY, NORTH CAROLINA.
2. ALL DISTANCES ARE HORIZONTAL GROUND, UNLESS OTHERWISE NOTED.
3. ZONING: B-2
4. PARCEL ANNEXATION AREA: 65.167 ACRES
RIGHT-OF-WAY ANNEXATION AREA: 4.022 ACRES
TOTAL ANNEXATION AREA: 69.189 ACRES
5. INFORMATION SHOWN HEREON IS FROM DIRECT FIELD DATA COLLECTED MARCH 1 TO MAY 5, 2022 AND JULY 8 TO AUGUST 4, 2022.
6. NORTH CAROLINA GRID COORDINATES AS SHOWN HEREON WERE DERIVED FROM DIRECT GPS OBSERVATIONS UTILIZING THE NORTH CAROLINA GEODETIC SURVEYS NETWORK RTK SYSTEM AND ARE REFERENCED TO THE N.C. GRID NAD 83(2011) DATUM. GPS OBSERVATION PERFORMED ON MARCH 1, 2022.
7. SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, STREETS AND ASSESSMENTS, AS THE SAME MAY APPEAR OF RECORD IN THE RANDOLPH COUNTY REGISTER OF DEEDS.
8. SITE IS NOT LOCATED IN A KNOWN FLOOD PLAIN AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (NORTH CAROLINA FLOOD MAPPING) AS ILLUSTRATED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER: 3710775200, DATED: JANUARY 1, 2008.
9. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



STATE OF NORTH CAROLINA, RANDOLPH COUNTY:

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

APPROVED _____ DIRECTOR OF PLANNING / REVIEW OFFICER

THIS _____ THE DAY OF _____ RANDOLPH COUNTY, NORTH CAROLINA

CITY OF ASHEBORO ANNEXATION ORDINANCE:

ADOPTED BY THE ASHEBORO CITY COUNCIL ON _____ TO BE EFFECTIVE ON _____

LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°19'45"E	158.46'
L2	N01°19'45"E	139.97'
L3	N01°19'45"E	19.20'
L4	N03°29'51"E	27.74'
L5	N03°29'51"E	47.55'
L6	N00°57'13"E	205.88'
L7	N01°33'37"E	108.79'
L8	N85°41'45"E	138.28'
L9	S82°51'53"E	127.22'
L10	N86°38'17"E	149.51'
L11	S03°15'11"W	9.76'
L12	N86°40'48"E	222.88'
L13	S89°40'29"E	231.28'
L14	N87°06'31"E	103.92'
L15	N76°09'31"E	118.46'
L16	S82°29'11"E	376.12'
L17	N54°17'55"E	307.51'
L18	S86°18'00"E	11.70'
L19	S88°18'00"E	150.26'
L20	N04°00'01"E	130.39'
L21	N03°19'11"E	133.86'

PRELIMINARY
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

ANNEXATION PLAT
CONE HEALTH
1271, 1307 AND 1319 SPERO ROAD
BACK CREEK TOWNSHIP, RANDOLPH COUNTY
NORTH CAROLINA



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Asheboro (“Owner”)

and

L.E. Wooten & Company dba The Wooten Company (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Engineering Design Services for Asheboro Trade Street Renovations. (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Design Services for the re-purposing of Trade Street in Asheboro, NC. Please see Appendix A for a complete Scope of Services. (“Services”).

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: **At a reasonable time mutually agreed upon between the Owner and Engineer, except subject to the following specific time period:**
 - **Traffic Engineering Services shall be completed as follows:**
 - **Draft report ready within 11 weeks after receipt of Notice to Proceed (NTP). For example, if NTP is received on December 9, the draft report would be ready for the City to review by February 26, 2022.**
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Additional Services), and 2.03 (Basis of Payment). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Additional Services:*

Bid and Construction Phase: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 2.

2.03 *Basis of Payment*

Owner shall pay Engineer for Services as follows:

A. *Lump Sum*

1. A Lump Sum amount of \$220,200 for the base fee as outlined below:

Pre-Design Services		
Description	Payment Method	Fee
Topographic Survey	Lump Sum	\$9,600.00
Right of Way / Property Verification	Lump Sum	\$5,000.00
Geotechnical Services	Lump Sum	\$7,500.00
Traffic Engineering	Lump Sum	\$18,700.00
Traffic Signal Design	Lump Sum	\$11,000.00
Pre-Design Services Subtotal		\$51,800.00
Design Services		
Description	Payment Method	Fee
Schematic Design/ Design Development Phase (65%)	Lump Sum	\$73,000.00
Construction Document Phase (90% Permit Ready)	Lump Sum	\$59,800.00
Construction Documents (100% Plans)	Lump Sum	\$35,600.00
Design Services Subtotal		\$165,400.00
Total Lump Sum Project Fee		\$220,200.00

2. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

and

B. *Hourly Rates Plus Reimbursable Expenses*

1. Owner shall pay Engineer for Services as follows for Subsurface Utility Engineering (SUE) Services:
2. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
3. Engineer's Standard Hourly Rates are attached as Appendix 2.
4. The total compensation for Services and reimbursable expenses is estimated to be **\$ 14,800.00 (Not to Exceed).**

Pre-Design Services		
Description	Payment Method	Fee
Subsurface Utility Engineering (SUE)		
• Utility Designation Services	Hourly/NTE	\$ 5,300.00
• QLA Test Holes (Potholes/Vacuum Excavation)	Hourly/NTE	\$ 9,500.00
Total Estimated Hourly Project Fee (NTE)		\$14,800.00

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.i.

- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless to the extent permitted by law, Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and which is endorsed by the Owner and not the result of the Owner's compliance with North Carolina Public Record laws.
 - 4. Such limited license to Owner shall not create any rights in third parties.

- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. **E-Verify: To the extent North Carolina's verification of work authorization laws are applicable, Engineer declares and agrees that, throughout the term of this Agreement, the Engineer and any subcontractors utilized by the Engineer to fulfill the terms and conditions of the Agreement will comply with the requirements found in Chapter 64, Article 2 (Verification of Work Authorization) of the General Statutes of North Carolina.**

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:*

Appendix 1 – Scope of Services – Trade Street Design Services

Appendix 2 - Engineer's and Consultant Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

City of Asheboro

By: _____

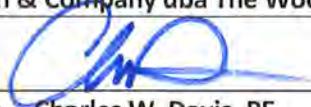
Print name: David Smith

Title: Mayor

Date Signed: _____

Engineer:

L.E. Wooten & Company dba The Wooten Company

By:  _____

Print name: Charles W. Davis, PE

Title: Director

Date Signed: 27-SEPT-22

Engineer License or Firm's Certificate No. (if required):

F-0115

State of: North Carolina

Address for Owner's receipt of notices:

P. O. Box 1106

Asheboro, NC 27204

Address for Engineer's receipt of notices:

120 N. Boylan Avenue

Raleigh, NC 27603

PRE-AUDITED STATEMENT

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

Print Name: _____

Title: Finance Officer

By (Signature): _____

Date Signed: _____

This is **Appendix 2, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated [REDACTED].

Engineer's Standard Hourly Rates

Wage Category	Hourly Billing Rate
Engineer I	\$ 120
Engineer II	\$ 147
Engineer III	\$ 184
Engineer IV	\$ 220
Engineer V	\$ 260
Architect I	\$ 104
Architect II	\$ 151
Designer I	\$ 87
Designer II	\$ 104
Designer III	\$ 128
Designer IV	\$ 159
Construction Admin I	\$ 120
Construction Admin II	\$ 168
Construction Admin III	\$ 229
Construction Observer / Resident Project Representative	\$ 114
Utility Coordinator II	\$ 134
Utility Coordinator III	\$ 171
Survey Technician I	\$ 54
Survey Technician II	\$ 70
Survey Technician III	\$ 91
Survey Technician IV	\$ 107
Survey Technician V	\$ 127
Surveyor II	\$ 118
Surveyor III	\$ 138
Surveyor IV	\$ 191
GIS Analyst II	\$ 89
GIS Analyst III	\$ 125
GIS Analyst IV	\$ 139
Community Development Coordinator	\$ 142
Funding Coordinator I	\$ 85
Funding Coordinator II	\$ 109
Funding Coordinator III	\$ 163
Project Assistant	\$ 85

Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other expenses at cost plus 10%.

Standard Hourly Rates apply only as specified in the original contract and are subject to annual review and adjustment. Future additions or amendments to the original contract may be subject to the rates in effect at the time of the modification.

Additional SUE Subconsultant Hourly Rates

Category	Hourly Billing Rate
CAD Tech	\$110.00
SUE Crew	\$165.00
SUR Crew	\$190.00
Project Manager	\$160.00

Appendix 1 -

Scope of Services Trade Street Renovation, Asheboro, NC

Project Title: Trade Street Renovation, Asheboro, NC

Project Description

The City of Asheboro is seeking to enhance and re-purpose Trade Street.

The scope of this work is to provide design services through 100% Construction Documents (CD's) for the re-purposed street. Our scope of services is outlined in greater detail below.

SCOPE OF SERVICES: PREDESIGN SERVICES

A. Subsurface Utility Engineering (SUE) Services:

The Wooten Company will coordinate with our subconsultant, TWT, to provide SUE services in accordance with CI/ASCE 38-02" Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data. Our subconsultant will provide Quality Level "B" (QLB) locate that will use industry acceptable methods to search for and designate the approximate horizontal position of existing utilities within the survey limits. Utilities will be marked on the ground surface in accordance with American Public Works Association (APWA) color codes based on type. Utilities whose type cannot be identified due to lack of above ground appurtenances will be marked in pink paint within the survey limits and annotated as "unknown" in final deliverables.

Quality Level B Investigations (Designation) will be accomplished using passive and active types of utility detection equipment that detects induced or naturally occurring energy fields on conductive type utilities. Non-metallic lines cannot be detected without trace wire. If there is no trace wire, the Client will be informed. Installation of trace wire or transmitting sondes must be approved by the Client as a supplemental service and is not included in this scope of work.

- Accuracy of QLB investigations may be limited due to conditions beyond the control of the subconsultant. Such conditions include, but are not limited to:
 - Access to utilities
 - Depth and conductivity of utilities
 - Soil composition and moisture content
- Consultant will not be responsible for utility errors and omissions due to unforeseen conditions beyond their control.
- QLB services including marking, surveying and plotting are expressly understood to be approximate.
- Designation marks (paint marks) are visible for a maximum period of 14 days (weather permitting). Any marks older than 14 days are not the responsibility of the consultant.

Note: If required, our subconsultant can provide pot hole excavation for utility vertical depths, size, and material confirmation using vacuum excavation. For budgeting purposes, we have assumed 10 QLA utility test holes (if needed) in our fee estimate.

B. Traffic Engineering Services:

The Wooten Company will coordinate with our subconsultant, RKA, to provide Traffic Engineering Services to include the following:

Traffic Engineering:

- a. Coordinate with Client to establish a thorough understanding of the project as well as to obtain all available information.
- b. Coordinate with the City and NCDOT to discuss the project, obtain information, and finalize scope. This proposal assumes one (1) virtual meeting [conference call or video teleconference] will be needed for scoping purposes.
- c. The following existing intersections are proposed to be included in the study area:
 1. US 220 Business (Fayetteville Street) and Worth Street / Trade Street (signalized)
 2. US 220 Business (Fayetteville Street) and Sunset Avenue (signalized)
 3. US 220 Business (Fayetteville Street) and Salisbury Street (signalized)
 4. Sunset Avenue at North Street (unsignalized)
 5. North Street at Trade Street (unsignalized)
 6. North Street at Salisbury Street (unsignalized)
- d. Turning movement counts will include passenger vehicles, trucks, and pedestrians. Conduct turning movement counts on a typical weekday between 6:00 AM – 7:00 PM at the following intersection:
 1. US 220 Business (Fayetteville Street) and Worth Street / Trade Street (signalized)Conduct turning movement counts on a typical weekday during the morning peak period (7:00 AM – 9:00 AM) and afternoon peak period (4:00 PM - 6:00 PM) at the following intersections:
 1. US 220 Business (Fayetteville Street) and Sunset Avenue (signalized)
 2. US 220 Business (Fayetteville Street) and Salisbury Street (signalized)
 3. Sunset Avenue at North Street (unsignalized)
 4. North Street at Trade Street (unsignalized)
 5. North Street at Salisbury Street (unsignalized)
- e. Perform a field visit with up to one (1) staff member to verify the features of the existing intersections, roadways, and parking facilities within the study area. Record geometric information (turn lanes, etc.), signal data, parking spaces and utilization on Trade Street, no parking zones, etc.
- f. Project existing traffic volumes to the future build year using a compounded growth rate approved by the City and NCDOT. This proposal assumes traffic from future adjacent developments will be provided by the reviewing agencies if needed for the study.
 1. Calculate anticipated trips from 130 residential units in Acme Building and proposed parking deck located on North Street.
- g. Analyze study intersections during the weekday AM and PM peak hours for the following scenarios:
 1. Existing (2022) Traffic Conditions

2. Future Traffic Conditions with eastbound traffic flow on Trade Street
 3. Future traffic generated by up to 130 residential units within the Acme Building and potential parking deck located on North Street.
- h. Prepare a technical memorandum documenting the study findings with graphical aides and an appendix of supporting data. The study will address potential level of service changes at intersections, assess changes to vehicle access and circulation, impacts to parking along Trade Street, and changes to truck delivery, emergency services and public services patterns.

Provide a draft copy to the Client for review. Upon approval, submit necessary copies of the report to the NCDOT (if required) and local reviewing agencies for their review and comments.
 - i. Coordinate with the Client to discuss to ensure an understanding of the study and answer questions. This proposal assumes one (1) virtual meeting [conference call or video teleconference] will be needed to discuss the study findings.
 - j. Coordinate with the NCDOT (if required) and local reviewing agencies (via telephone or written correspondence) to ensure an understanding of the study and answer questions. It is difficult to estimate the extent of comments to be provided by the local reviewing agency and/or NCDOT regarding the review. Should revised analyses, the TIA document, or any other additional effort beyond written clarifications be required to address comments or provide additional information to the agencies, a supplemental proposal will be provided.
 - k. Any additional meetings requested by the Client for THE SUBCONSULTANT to attend will be billed on an hourly + expenses basis.

Traffic Signal Design:

- a. If required, prepare a letter to NCDOT requesting a traffic signal agreement between the City and NCDOT for one (1) traffic signal upgrade. The letter will describe in general terms the scope of the traffic signal improvements and party responsibilities that are anticipated at the intersection. A fee of \$5,000, paid directly to NCDOT, will be required upon agreement execution.
- b. Due to the age of the existing signal plans, THE SUBCONSULTANT will require survey (from a third party) at the intersection to be utilized in the development of the base plan.
- c. An on-site field review of the project area with the base plan in hand will be made to locate possible conflicts and obtain notes of existing field conditions.
- d. Traffic signal design plans will be prepared in accordance with the latest NCDOT standards and specifications.
- e. THE SUBCONSULTANT will coordinate with the NCDOT to determine special requirements of the traffic signal, if necessary.
- f. Drawings will include intersection layout, loop detector chart and layout, signal head identification and location, phasing diagram, signal head sequence chart, timing information, electrical details and stop bar location detail.
- g. THE SUBCONSULTANT will submit copies of the plans to the NCDOT for review and comment.

- h. Based on review comments, we will make the necessary revisions to the plans and prepare final plans for distribution.
- i. THE SUBCONSULTANT will prepare traffic signal quantities and probable construction cost estimates for the intersection.
- j. This fee proposal does not include the preparation of “as-built” drawings of the intersection after completion of the project. It is normal practice for the selected signal contractor to ‘red-line’ any minor changes to the signal plans and forward to NCDOT as a Plan of Record. We will gladly provide these services if requested to be invoiced on an hourly fee basis.

C. Geotechnical Services

The Wooten Company will coordinate with our subconsultant, S&ME, Inc., to provide geotechnical services. Based on their understanding of the project, the following geotechnical services are proposed:

- Contact NC 811 to mark the locations of existing underground utilities in the proposed exploration area.
- Visit the site to observe site surface conditions and coordinate field activities. Boring locations will be marked in the field using a handheld GPS system or site features. Borings will generally be located approximately 75 feet from each end of Trade Street.
- A coring crew will be subcontracted to core the asphalt at two or three locations to provide access to the underlying material.
- Perform 2-3 hand auger borings with dynamic cone penetrometer testing to depths of up to 10-12 feet or auger refusal, whichever occurs first, to explore subgrade conditions.
- Measure groundwater depths at each test location at the time of boring.
- Backfill borings with cuttings and patch the surface material.
- Stratify the soils encountered in the hand auger borings on-site by a geotechnical engineering professional based on the Unified Soil Classification system.
- Perform laboratory testing consisting of natural moisture content, grain-size, and Atterberg Limits on two (2) representative soil samples to confirm visual soil classifications and estimate the engineering properties of the soils tested.
- Upon completion of the borings, prepare a geotechnical report signed and sealed by a Professional Engineer specializing in Geotechnical Engineering that will summarize the field-testing procedures, describe the subsurface conditions at the locations explored, and provide conclusions and recommendations for the design and construction of the proposed utilities. Specifically, the report will include / address:
 - o A summary of the exploration methods used, including any applicable ASTM standards. A drawing showing the general locations of the field tests will be provided, in addition to their coordinates and interpolated elevations based on drawings, if provided.
 - o A description of the subsurface conditions at the explored locations, including local geology and soil/rock descriptions. Hand Auger Boring logs for each of the locations explored will be provided including the results of the field testing (i.e., DCP n-values) as well as classification of the soil using USCS designations, and groundwater level, if encountered.
 - o Design recommendations addressing lateral earth pressures.

- Construction recommendations addressing excavation characteristics, recommendations for handling expansive soils, if encountered and temporary dewatering for installation of the utilities.

D. Topographical Survey

A topographical survey will be conducted in accordance with the Standards of Practice for Land Surveying in North Carolina set forth in Chapter 56 Title 21 of the North Carolina Administrative Code. Survey will be oriented horizontally to the NAD 83 (2011) realization of the NC State Plane coordinate system and vertically to NAVD 88 datum and will be localized at a strategic horizontal location and vertical elevation to provide ground measurements. Work will consist of the following within the project survey corridor:

- Topography at 1' contour intervals supplemented with spot elevations
- Utilities by combination of above ground appurtenances and marks provided by NC 811 (other than natural gas meters and water meters, individual service connections will not be surveyed).
- Visible drainage structures with pipe size and materials
- Building faces.
- Curbs and pavement
- Walls
- Roof drain downspouts at outlet or at location that enters the ground.
- Lower window ledge elevations
- Door opening bottom and top elevations
- Foundation vent elevations.

Results of survey will be provided in both hard copy and digital format.

E. Right-of-Way / Property Verification

A property line survey will be conducted in accordance with the Standards of Practice for Land Surveying in North Carolina set forth in Chapter 56 Title 21 of the North Carolina Administrative Code. Survey will be oriented horizontally to the NAD 83 (2011) realization of the NC State Plane coordinate system and will be localized at a strategic horizontal location to provide ground measurements. Work will consist of the following within the project survey corridor:

- Survey property lines adjacent to Trade St. of 14 parcels between the east right of way line of North St. and the west right of way line of Fayetteville St.

SCOPE OF SERVICES: DESIGN SERVICES

The Wooten Company, in conjunction with our subconsultant Susan Hatchell Landscape Architecture, PLLC, will provide the following scope of design services:

A. Schematic Design/ Design Development Phase (65% Level)

1. Review existing streetscape character of adjacent streetscape projects completed by the city. Site visit to document site with photo and video.
2. Update the previously approved concept plan to reflect accurate turning radii for emergency vehicles.
3. Attend virtual internal design team meeting to discuss general streetscape concept prepared for other downtown streets such as Sunset Avenue, municipal planning documents, approvals and permitting requirements, pedestrian and bicycle connections, accessibility concerns, utility locations, site amenity placement strategy, planting strategy, easement limitations, budget and innovative stormwater options.
4. Prepare road improvement plans for Trade Street to include grading, drainage, utilities (water and sewer replacement). We will coordinate with the third-party utility providers (electric, gas, telecom, cable) to discuss any relocation from overhead to underground, or underground upgrades.
5. Meet with City staff in up to two (2) stakeholder meetings and one (1) community meeting led by Wooten, to discuss proposed pedestrian, pavements, crosswalks, site amenities (benches, containers for planting, waste and recycling receptacles, ash cans, bollards/chain, prefabricated trash bin enclosures, etc.), planting / container locations, species, potential public art installation locations, and maintenance and operations concerns.
6. Prepare a preliminary opinion of probable cost.
7. Submit 65% plans and detail sheets to the city for review and comment.
8. Receive plan comments and attend one (1) virtual plan review meeting with the design team/ City / Downtown Asheboro to review and receive comments.
9. Revise plans as necessary.

B. Construction Document Phase (90% Permit Ready)

1. Prepare 90% streetscape plans and detail sheets (PDFs) showing preliminary location of sidewalks, paving patterns, site amenities, canopy and understory trees, shrubs, ground cover, lawn, and mulch area.
2. Prepare 90% roadway improvement plans for the following:
 - A. Existing Conditions Plan
 - B. Demolition Plan
 - C. Grading and Drainage Plan

- D. Utilities Plan (Water and Sewer)
 - E. Pavement Marking Plan
 - F. Erosion Control Plan
 - G. Detail Sheets
 - H. Street Lighting Plan
3. Incorporate 3rd party plans (designed by others) of power/telephone/cable relocation underground and gas upgrades if needed into the plan set.
 4. Prepare an updated preliminary opinion of probable construction cost.
 5. Submit 90% plans to the City for review and comment.
 6. Receive plan review comments and attend up to two (2) virtual plan review meetings with the design team and/or the City (which may include representatives from Downtown Asheboro) to discuss and resolve comments.
 7. Present final plans, specifications and cost opinion to the City of Asheboro.

C. Permitting

The Wooten Company will submit permit packages for review to the following agencies:

- City of Asheboro – Site Plan Approval
- NCDOT – Utility and Sidewalk/Drainage and Roadway encroachment (If required)
- NCDEQ – Public Water Supply – Water Main

No other permits are anticipated at this time. Replacement of same size sewer main should not require state agency permitting.

D. Construction Documents (100% Plans)

1. Prepare and furnish contract plans and specifications as necessary for the proper construction of the project and prepare all documents necessary for the taking of bids and the letting of contracts for the proposed work. It is understood and agreed that the Engineer shall be permitted to insert in the Owner's construction contract documents, provisions for reimbursement for printing, binding, mailing, and other costs incidental to issuing of said contract plans, specifications, and documents. All legal instruments will be subject to final review and approval by the Owner.
2. Submit for approval of the plans and specifications proposed to the agencies reference in the above section C: Permitting.

ADDITIONAL SERVICES

In addition to the foregoing services being performed, the following services may be provided upon prior written authorization of the Owner.

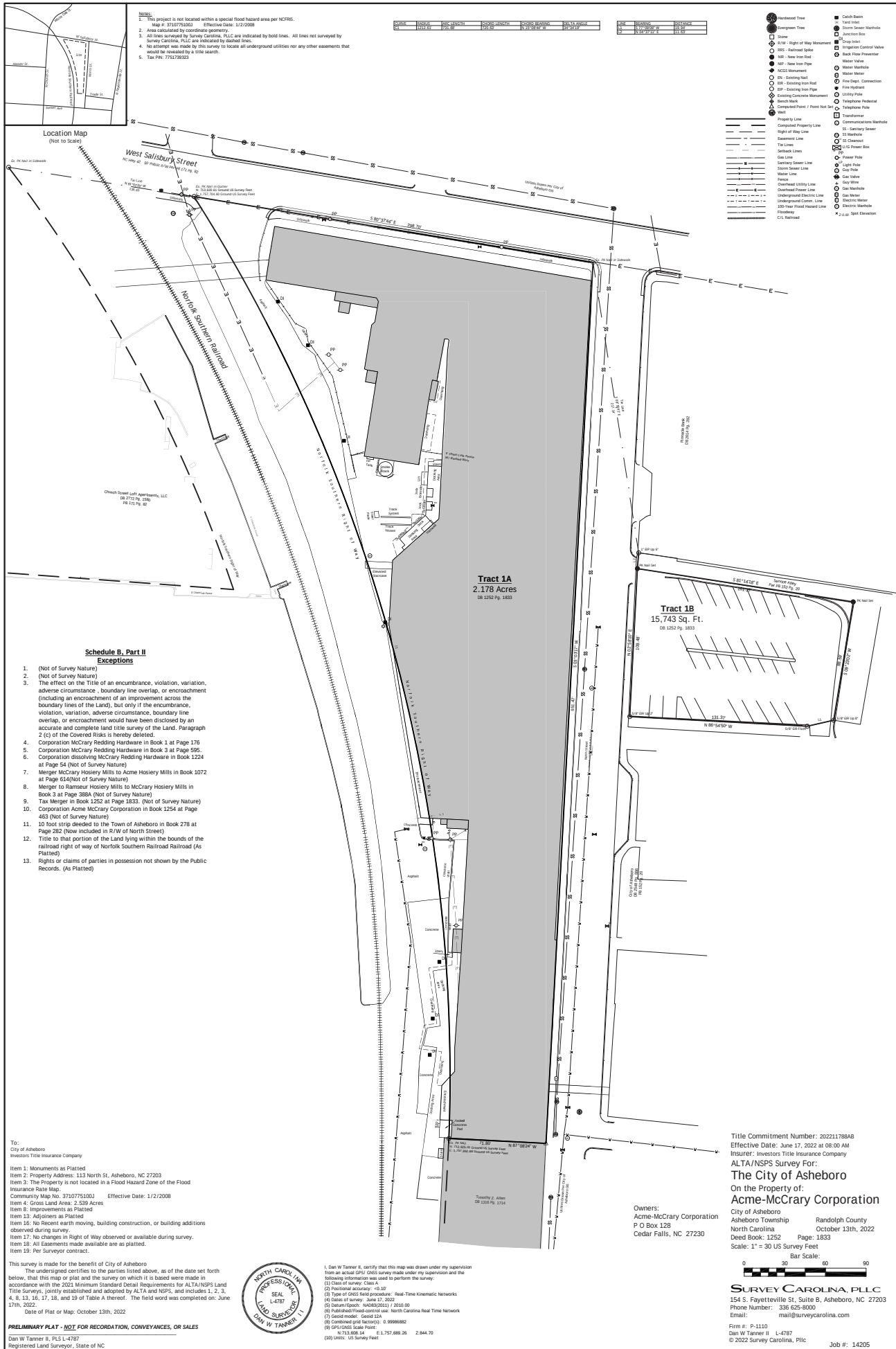
- Bid / Award Phase Services
- Construction Phase Services including Construction Administration, Construction Observation and Closeout.
- Easement Plat Preparation and recording.
- Historical Surveys and cultural resources / Archaeological investigations.
- Roadway Design Services outside of Trade Street project area limits, including intersection improvements at Fayetteville Street.
- Driveway permits and encroachment agreements.
- Conduct research and surveys and prepare necessary plats and maps for the determination of property Ownership and identification of sites and easements to be acquired for the construction of the project.
- SUE Test Holes in excess of the ten (10) holes budgeted.
- Prepare downstream sewer analysis if required by Division of Water Quality to support permit application to construct.
- Prepare Storm Water Management plan.
- Prepare redesigns for the Owner after Final Plans and Specifications have been accepted by the Owner.
- Appear before courts or boards on matters of litigation or hearings related to the project.
- Design other additional utilities improvements not included in the original scope of services.
- Conduct additional work or extended services during construction due to the fault of the Contractor or due to the overrun in time for construction.
- Grant/Loan administration.
- Provide Construction Staking services for the Contractor.
- Prepare an Independent Construction Cost Estimate (using 3rd party).
- Conversion of record drawings into GIS shapefile(s) providing Owner 'read only' access to information through cloud-hosted environment using Engineer's partner – Wooten Technologies (Note: 'Read-write' access – including active work order systems, condition and vulnerability assessments, photograph storage, and reporting summaries – is available through a separate agreement with Wooten Technologies.)
- Traffic control.
- Surveying of as-drilled Geotech boring locations.
- Soil test borings using a machine drill rig due to lack of access considering overhead utilities.

- Coring of refusal materials.
- Pavement recommendations.
- Addenda to the geotechnical report deliverable to address changes or additions to the project not known at the time of this proposal.
- Environmental site assessment or testing for the presence of contaminants in the soil, rock, surface water or groundwater for the site.
- Retaining walls or structural engineering design
- Irrigation design
- Signage and wayfinding
- Building façade renderings
- Renderings, sections, perspective drawings or meeting graphics
- Design of murals or public art
- Outdoor furniture, trellis, shade structures, canopies/awnings, including structural design
- Property owner meetings or any meeting outside of those specifically mentioned in our Scope of Services.

SERVICES PROVIDED BY THE OWNER

1. Designate a person to act as the Owner's representative with respect to the work to be performed under the agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the Owner policies.
2. Provide such legal accounting and insurance counseling services as may be required for the project and such auditing services as the Owner may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract.
3. Pay all permit and application fees required for the project approval and construction.
4. Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.
5. Guarantee access to and make all provisions for the Engineer to enter upon public and private property, to the extent permitted by law, as required to perform his services.
6. Examine all sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtaining advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate for such examination.
7. Provide frequent observation of the project to apprise the Engineer of specific matters relating to the project that would foster good relations among all parties involved as well as to allow work to progress in an orderly manner.
8. Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.
9. Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the project which would not otherwise have been delivered to the Engineer.

10. Bear all cost of incidentals for the compliance with the requirements of this section and the foregoing section entitled "Additional services".
11. Provide E-verify affidavit document for Engineer's execution.
<http://www.nclm.org/SiteCollectionDocuments/E-Verify%20FAQs%20-%20Sept2013.pdf>



Lexington Road & West Salisbury Street Intersection Safety Study

Final Report

Prepared for
The City of Asheboro, North Carolina



Prepared by
Ramey Kemp Associates, Inc.
1070-1 Tunnel Road, Suite 10, #267
Asheville, North Carolina 28805



December 2022
RKA Project #22568



This document has been digitally signed and sealed by Jeremy R. Chapman, North Carolina Professional Engineer Number 049771, on December 7th, 2022. This electronic document is 27 pages in length.

The digital signature certificate must be verified on any electronic copies of this document.

Printed copies of this document are not considered signed and sealed.

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Introduction

This section describes the study's purpose, context, and schedule. The study was performed in November and December 2022. The study area is the intersection of Lexington Road, Sunset Drive, and West Salisbury Street in Asheboro, North Carolina.

Study Purpose

The purpose of the Lexington and West Salisbury Intersection Safety Study (hereinafter “the study intersection”) was to identify and address safety issues present within the current roadway configuration. This study sought to address those issues through a video analysis of operations on a typical day, examination of crash history, and the application of traffic safety engineering principles.

Study Context

The intersection of Lexington Road, Sunset Drive, and West Salisbury Street in Asheboro is immediately west of, and directly adjacent to, I-73/74. Both Lexington Road and West Salisbury Street have an at-grade signalized intersection with a median frontage road providing ingress and egress access to I-73/74. While these signalized intersections are outside of the study area, these connections provide insight to the typical use patterns for the study intersection.

The study intersection is unsignalized, with the main roadways (Lexington and West Salisbury) forming an inverted “Y” with Lexington running generally north-south and West Salisbury branching off to run generally east-west to the east of the intersection. Only the westbound through and left turn movements on West Salisbury and the eastbound movements from Sunset Drive are stop-controlled. This is a unique and complex intersection requiring significant driver attention due to the overall geometry and likelihood for confusion for an unfamiliar driver. There are no visible markings for pedestrian or bicycle access through the intersection.

Lexington Road experiences daily vehicle volumes of approximately 4,800 north of the study intersection, where it is a four-lane median-divided road (two lanes each for northbound and southbound travel). Lexington expands to five lanes at the study intersection for the inclusion of a dedicated southbound left turn lane on to West Salisbury. This left turn movement has two receiving lanes on West Salisbury, although the observed typical movement and road alignment is to turn into the right-hand receiving lane.

South of the study intersection, Lexington is a four-lane median-divided roadway, with two lanes each for northbound and southbound travel. The left-hand northbound lane is a dedicated left-turn lane onto Sunset Drive at the study intersection. There is a northbound

right-turn bypass lane from northbound Lexington onto West Salisbury about 175 feet south of the study intersection due to the severity of the angle of approach.

East of the study intersection, West Salisbury Street is a four-lane median-divided road (two lanes each for eastbound and westbound travel). At the intersection, the left-hand westbound lane becomes a dedicated southbound left turn lane onto Lexington. However, it would be possible due to geometry to use this as a through lane onto Sunset Drive and there is no signage to discourage attempting this movement despite the difficulty to easily discern the presence of a safe crossing gap. The right-hand lane becomes a median-divided slip lane onto northbound Lexington. There is a “Yield” sign at the end of the divided slip portion as there is the potential for weaving of northbound traffic to make a right turn north of the study intersection onto Lexington Commons Drive.

West of the study intersection, Sunset Drive is a two-lane local/residential street. At the study intersection, Sunset has been median divided to discourage exiting left turn and through movements.



Figure 1 – Lexington & West Salisbury Intersection Safety Study Project Area

Study Area Background

This section summarizes the study intersection's transportation infrastructure, operations, and crash history. Additional details and analyses are included in the Appendix.

Transportation Infrastructure

The Lexington and West Salisbury Intersection consists of two 4-lane median divided roadways combining to form an inverted “Y-shaped” intersection. There is no access control, with several local roads intersecting Lexington near the intersection, including Sunset Drive which, while slightly offset forms a 4th leg on the west side of the intersection. The south and east legs of the intersection are median divided with trees in the median. There are also trees in the splitter island dividing the main fork of the intersection from a northbound right turn bypass lane. There is minimal traffic control or clear guidance provided for unfamiliar drivers to navigate this intersection. There are also no facilities for pedestrians, bicycles, or transit in or near the intersection beyond a “Share the Road” sign immediately to the north.

Traffic Operations

AADT volumes were highest to the north of the intersection on Lexington where the pre-COVID volume was 4800 vehicles per day in 2019. (An additional AADT count from 2020, during the COVID pandemic, had a volume of 4000 vehicles per day.) The last count on West Salisbury was taken in 2016 with an AADT of 2400 vehicles per day. On the east side of I-73/74, beyond the study intersection effective area, AADT volumes were observed to be higher.

A 13-hour traffic count was taken at the study intersection on November 16th, 2022. Peak hour volumes for the morning (AM) peak indicated an intersection level of service (LOS) of A, with an average vehicle delay of 3.2 seconds. The delays on the eastbound and westbound directions of travel were higher, 10.6 and 14.1 seconds respectively, but these remained in LOS B.

Peak hour volumes for the afternoon (PM) peak indicated an intersection level of service (LOS) of A, with an average vehicle delay of 3.2 seconds. The delays on the eastbound and westbound directions of travel were higher, 11.6 and 14.5 seconds respectively, but these remained in LOS B. The counts and Synchro analysis reports for the AM and PM peak hours is included in the Appendix.

The 13-hour traffic count was performed (rather than a typical 4-hour count of just the AM and PM peak periods) to collect sufficient operational data to evaluate the study intersection for signalization under the Manual on Uniform Traffic Control Devices (MUTCD) Traffic Warrants 1, 2, & 3 (Eight-Hour Vehicular Volume, Four-Hour Vehicular Volume, and Peak Hour, respectively). This warrant analysis indicated that a signal is not warranted based on current volumes. Warrant analyses are included in the Appendix.

From a traffic operations standpoint, there are no functional issues with the intersection.

Safety and Crash Analysis

Approximately seven years of crash data (01/01/2016 – 11/23/2022) were obtained from the NCDOT TEAAS system for the intersection study area. All reported crashes within the study limits and within 150 feet of the road centerline were reviewed.

During this period, there was a total of 5 reported crashes. Of these, 3 were property damage only (PDO) and 2 involved injuries. Both injury crashes occurred in a 2-month period of late 2019 and involved a left-turning vehicle on Lexington. There has not been a reported crash at the study intersection since November 2021.

The crash data available for this location is insufficient to perform a traffic signal warrant analysis according to MUTCD Traffic Signal Warrant 7, Crash Experience.

From a traffic crash standpoint, there are no obvious safety issues with the intersection.

Warrants 4 (pedestrian volume), 5 (school crossing), 5 (coordinated signal system), 8 (roadway network) and 9 (intersection near a grade crossing) were not evaluated as they were not applicable to this location.

Further consideration of the study intersection, based on interpretation of anecdotal concerns provided in the initial request for the evaluation led the RKA evaluation team to believe, from significant experience, that this location suffers from a “near-miss problem” as well as “avoidance” in actual operation. Specifically:

- “Near-miss problem”: This occurs when vehicles do not actually collide, but only avoid a crash due to the reaction of one or more drivers. This is a known issue with using crash data as a proxy measure to determine safety of an intersection. The number of near misses can be significantly higher than the actual number of crashes observed, and in some cases, an intersection may appear to have no crashes at all despite being considered very dangerous by users.
- “Avoidance”: This occurs when local users intentionally avoid using a specific intersection from a given direction (or entirely) by taking a longer route around due to a perception of risk. This behavior reduces the likelihood for collisions to occur at a given intersection, as there are fewer users during the peak times when conflicts would be at their highest.

Safety Countermeasures for Consideration

This section describes the safety countermeasures to be considered for implementation to improve safety and operations at the study intersection.

Recommended Countermeasures

After review of the anticipated safety benefits and interaction and impacts on other modes, the following countermeasures were identified for the study intersection. The countermeasures were selected based on their ability to improve safety and operations at the study intersection, and then listed in increasing order of cost/difficulty to implement.

Conversion to All-Way Stop Control

A simple, low-cost countermeasure to the perceived safety issues at this intersection would be to install stop signs on all approaches. This would require all vehicles to stop prior to traversing the intersection from any direction, thereby providing left-turning and crossing vehicles easy access to safe gaps to complete their maneuvers. This would increase the overall intersection delay, but potentially reduce the delays for both eastbound and westbound traffic movements.

Signalization

A more expensive countermeasure, but still less expensive or difficult to install than a roundabout or roadway realignment, would be signalization of the intersection. This would require NCDOT approval and as it does not meet any of the MUTCD signal warrants, could prove very difficult to accomplish. Signalization would accomplish the goal of providing exclusive turning movement time for both the southbound left and westbound left. A signal could provide protection for traffic wishing to exit Sunset Drive into the intersection.

Elongated (Peanut) Roundabout

The next countermeasure to consider is the conversion of the intersection into a roundabout. Given the unusual geometric configuration of the current intersection, a standard circular roundabout would likely not fit appropriately. An elongated (or “peanut”) roundabout could, however, be configured to work with all the existing approaches. An example of a peanut roundabout is shown in Figure 2 to illustrate how such a configuration can easily resolve complex intersection locations.



Figure 2 – Peanut Roundabout (Kelley Square – Boston, MA)

Realignment of West Salisbury

The final countermeasure selected for consideration is the realignment of West Salisbury to the south of its present location to form a 4-legged intersection with Winslow Avenue instead of Sunset Drive. This reconfiguration could also involve adjusting Winslow Avenue to meet Lexington at a right angle. A complete reconfiguration would enable the intersection with Lexington to form typical 4-legged right-angle intersection instead of the current inverted “Y” configuration. This reconfiguration would remove the current complexities involved in attempting to make turns through the intersection but could be difficult or expensive to accomplish (availability of land and the distance between the bridge over I-73/74 are noted complexities).

Appendix

Traffic Counts

Synchro Analyses

Traffic Signal Warrant Analyses

TEAAS Intersection Analysis

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File Name : Lexington Rd @ W. Salisbury-Sunset Dr

Site Code :

Start Date : 11/16/2022

Page No : 1

Groups Printed- Passenger Vehicles - Heavy Vehicles - Buses

Start Time	Lexington Rd Southbound				W Salisbury St Westbound				Lexington Rd Northbound				Sunset Dr Eastbound				Int. Total
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
06:00	6	6	0	0	0	0	2	0	0	2	2	0	0	0	0	0	18
06:15	5	9	0	0	0	0	4	0	0	6	3	0	0	1	0	0	28
06:30	6	11	0	0	0	1	3	0	1	5	2	0	0	0	1	0	30
06:45	16	16	0	0	0	1	1	0	0	6	1	0	1	2	3	0	47
Total	33	42	0	0	0	2	10	0	1	19	8	0	1	3	4	0	123
07:00	8	14	0	0	1	2	6	0	0	8	4	0	0	3	1	0	47
07:15	23	18	1	0	1	0	7	0	0	7	1	0	0	0	0	0	58
07:30	24	33	0	0	2	0	7	0	1	14	2	0	0	2	5	0	90
07:45	30	52	0	0	0	0	6	0	0	19	4	0	0	2	2	0	115
Total	85	117	1	0	4	2	26	0	1	48	11	0	0	7	8	0	310
08:00	18	37	0	0	1	2	7	0	1	14	3	0	0	1	4	0	88
08:15	23	29	0	0	0	0	7	0	4	22	3	1	0	1	0	0	90
08:30	18	13	0	0	1	2	7	0	0	10	2	0	0	0	1	0	54
08:45	20	18	0	0	0	1	10	0	0	20	0	0	0	0	3	0	72
Total	79	97	0	0	2	5	31	0	5	66	8	1	0	2	8	0	304
09:00	13	32	0	0	0	2	13	0	1	15	0	0	0	0	1	0	77
09:15	20	19	0	0	1	1	8	0	1	17	0	0	0	1	3	0	71
09:30	16	24	1	0	0	0	6	0	0	13	2	0	0	0	2	0	64
09:45	23	21	0	0	1	0	14	0	3	11	1	0	0	2	2	0	78
Total	72	96	1	0	2	3	41	0	5	56	3	0	0	3	8	0	290
10:00	23	19	1	0	1	3	7	0	3	21	3	0	0	0	1	0	82
10:15	7	20	0	0	0	1	10	0	3	12	3	0	0	1	1	0	58
10:30	22	27	1	0	3	0	8	0	1	17	1	0	0	1	3	0	84
10:45	13	17	0	0	1	0	10	0	1	29	2	0	0	1	0	0	74
Total	65	83	2	0	5	4	35	0	8	79	9	0	0	3	5	0	298
11:00	13	24	0	0	1	1	17	0	2	25	0	0	0	0	1	0	84
11:15	11	22	0	0	3	1	18	1	1	28	2	0	0	3	1	0	91
11:30	16	21	0	0	2	0	13	0	2	27	1	0	0	0	2	0	84
11:45	25	30	1	0	0	1	15	0	2	22	4	0	0	2	2	0	104
Total	65	97	1	0	6	3	63	1	7	102	7	0	0	5	6	0	363
12:00	22	15	0	0	1	3	22	1	2	21	1	0	1	2	1	1	93
12:15	11	20	0	0	2	2	20	0	0	16	1	0	0	1	3	0	76
12:30	13	36	0	0	0	0	9	0	1	20	2	0	0	2	0	0	83
12:45	14	28	0	0	0	3	14	0	2	27	0	0	0	0	1	0	89
Total	60	99	0	0	3	8	65	1	5	84	4	0	1	5	5	1	341
13:00	13	22	0	0	4	0	17	0	2	32	0	0	0	0	4	0	94
13:15	17	18	0	0	2	1	15	0	2	18	1	0	0	2	0	0	76
13:30	19	21	0	0	0	1	10	0	1	25	2	0	1	1	5	0	86
13:45	14	22	0	0	0	1	14	0	2	18	1	0	0	1	2	0	75
Total	63	83	0	0	6	3	56	0	7	93	4	0	1	4	11	0	331
14:00	12	33	1	0	0	0	13	0	2	24	1	0	0	0	3	0	89
14:15	16	21	0	0	3	0	19	0	1	14	1	1	0	1	1	0	78
14:30	12	21	0	0	1	4	13	0	0	23	0	0	0	1	1	0	76
14:45	15	33	0	0	2	0	17	0	3	23	3	0	0	1	0	0	97
Total	55	108	1	0	6	4	62	0	6	84	5	1	0	3	5	0	340
15:00	11	19	0	0	2	3	15	0	3	31	2	0	0	0	3	0	89

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Start Date : 11/16/2022

Page No : 2

Groups Printed- Passenger Vehicles - Heavy Vehicles - Buses

	Lexington Rd Southbound				W Salisbury St Westbound				Lexington Rd Northbound				Sunset Dr Eastbound				Int. Total
Start Time	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
15:15	8	26	0	0	0	2	9	0	1	34	0	0	0	0	0	0	80
15:30	15	20	0	0	2	1	10	0	0	46	2	0	0	2	3	0	101
15:45	14	25	0	0	3	3	21	0	4	35	5	0	1	1	2	0	114
Total	48	90	0	0	7	9	55	0	8	146	9	0	1	3	8	0	384
16:00	15	18	1	0	3	1	25	0	7	41	3	1	0	1	4	0	120
16:15	22	30	0	0	4	1	19	0	3	31	0	0	1	1	1	0	113
16:30	25	22	1	0	2	3	23	0	3	32	4	0	0	3	4	0	122
16:45	20	27	0	0	1	4	36	0	3	39	3	0	0	4	2	1	140
Total	82	97	2	0	10	9	103	0	16	143	10	1	1	9	11	1	495
17:00	18	32	0	0	1	2	33	0	7	50	2	0	0	1	4	0	150
17:15	13	33	0	0	2	2	27	0	1	46	2	0	0	2	3	0	131
17:30	17	32	0	0	2	6	33	0	5	29	2	0	0	1	3	0	130
17:45	14	21	0	0	2	2	28	0	0	31	1	0	0	2	3	0	104
Total	62	118	0	0	7	12	121	0	13	156	7	0	0	6	13	0	515
18:00	6	13	0	0	1	2	24	0	2	30	3	0	0	1	0	0	82
18:15	11	22	1	0	5	1	12	0	5	27	1	0	0	6	0	0	91
18:30	9	24	0	0	1	2	11	0	0	17	2	0	0	2	0	0	68
18:45	11	21	0	0	2	3	22	0	4	16	2	0	1	1	1	0	84
Total	37	80	1	0	9	8	69	0	11	90	8	0	1	10	1	0	325
Grand Total	806	1207	9	0	67	72	737	2	93	1166	93	3	6	63	93	2	4419
Apprch %	39.9	59.7	0.4	0	7.6	8.2	83.9	0.2	6.9	86.1	6.9	0.2	3.7	38.4	56.7	1.2	
Total %	18.2	27.3	0.2	0	1.5	1.6	16.7	0	2.1	26.4	2.1	0.1	0.1	1.4	2.1	0	
Passenger Vehicles	789	1188	9	0	65	72	729	2	89	1144	92	3	6	63	88	2	4341
% Passenger Vehicles	97.9	98.4	100	0	97	100	98.9	100	95.7	98.1	98.9	100	100	100	94.6	100	98.2
Heavy Vehicles	17	17	0	0	1	0	8	0	3	19	1	0	0	0	2	0	68
% Heavy Vehicles	2.1	1.4	0	0	1.5	0	1.1	0	3.2	1.6	1.1	0	0	0	2.2	0	1.5
Buses	0	2	0	0	1	0	0	0	1	3	0	0	0	0	3	0	10
% Buses	0	0.2	0	0	1.5	0	0	0	1.1	0.3	0	0	0	0	3.2	0	0.2

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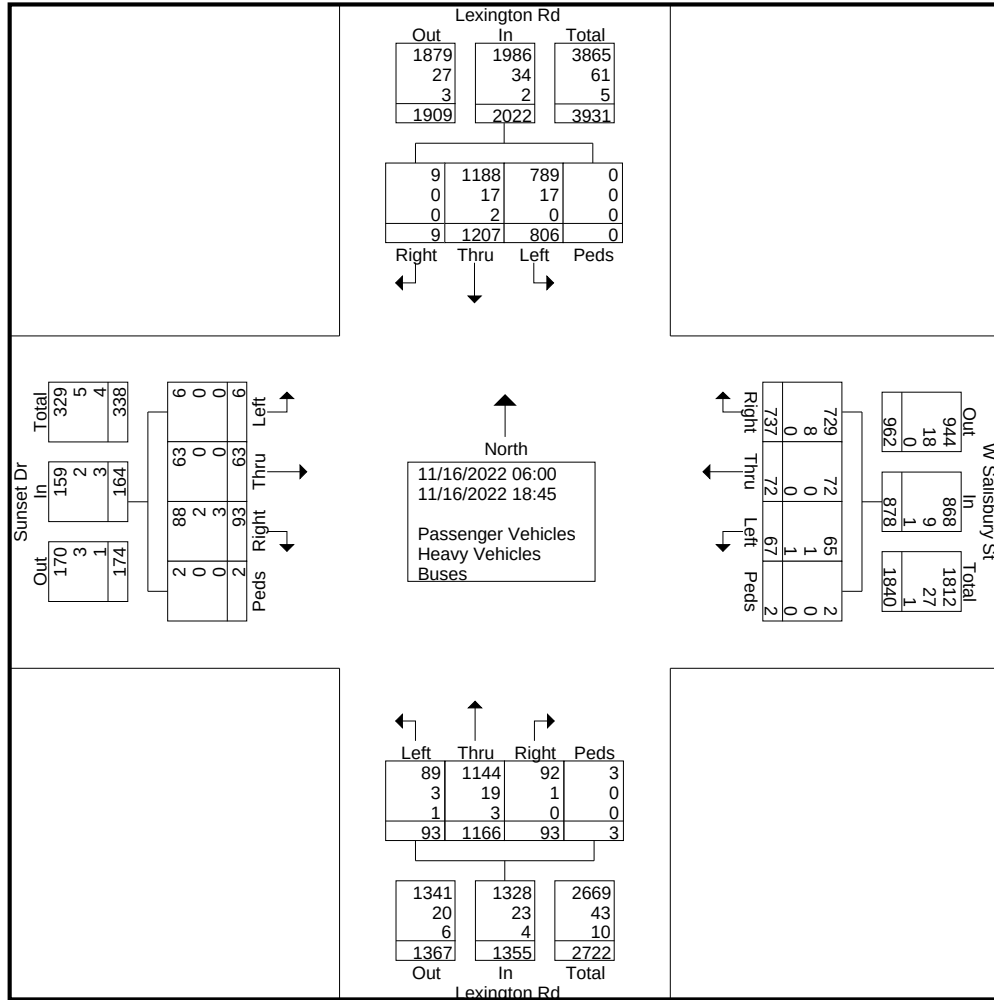
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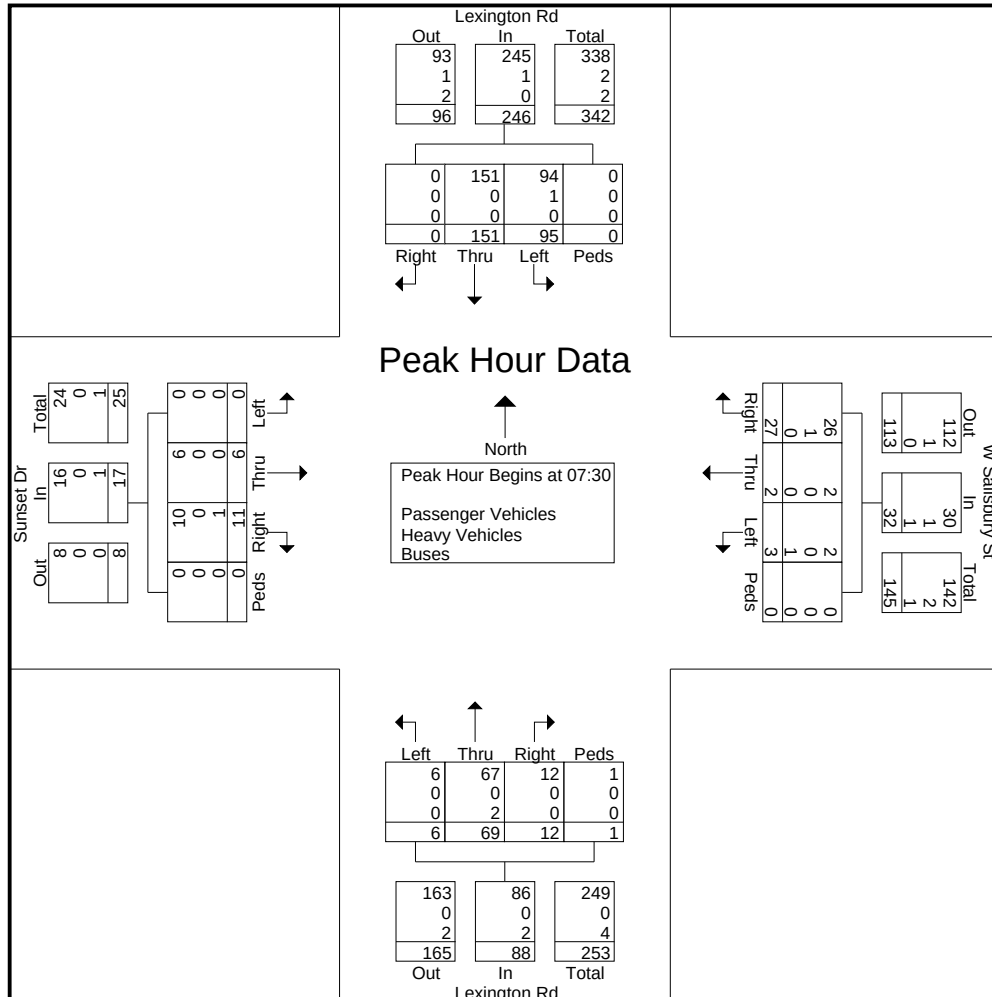
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	Lexington Rd Southbound					W Salisbury St Westbound					Lexington Rd Northbound					Sunset Dr Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 06:00 to 08:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:30																					
07:30	24	33	0	0	57	2	0	7	0	9	1	14	2	0	17	0	2	5	0	7	90
07:45	30	52	0	0	82	0	0	6	0	6	0	19	4	0	23	0	2	2	0	4	115
08:00	18	37	0	0	55	1	2	7	0	10	1	14	3	0	18	0	1	4	0	5	88
08:15	23	29	0	0	52	0	0	7	0	7	4	22	3	1	30	0	1	0	0	1	90
Total Volume	95	151	0	0	246	3	2	27	0	32	6	69	12	1	88	0	6	11	0	17	383
% App. Total	38.6	61.4	0	0		9.4	6.2	84.4	0		6.8	78.4	13.6	1.1		0	35.3	64.7	0		
PHF	.792	.726	.000	.000	.750	.375	.250	.964	.000	.800	.375	.784	.750	.250	.733	.000	.750	.550	.000	.607	.833
Passenger Vehicles	94	151	0	0	245	2	2	26	0	30	6	67	12	1	86	0	6	10	0	16	377
% Passenger Vehicles																					
Heavy Vehicles	1	0	0	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
% Heavy Vehicles	1.1	0	0	0	0.4	0	0	3.7	0	3.1	0	0	0	0	0	0	0	0	0	0	0.5
Buses	0	0	0	0	0	1	0	0	0	1	0	2	0	0	2	0	0	1	0	1	4
% Buses	0	0	0	0	0	33.3	0	0	0	3.1	0	2.9	0	0	2.3	0	0	9.1	0	5.9	1.0



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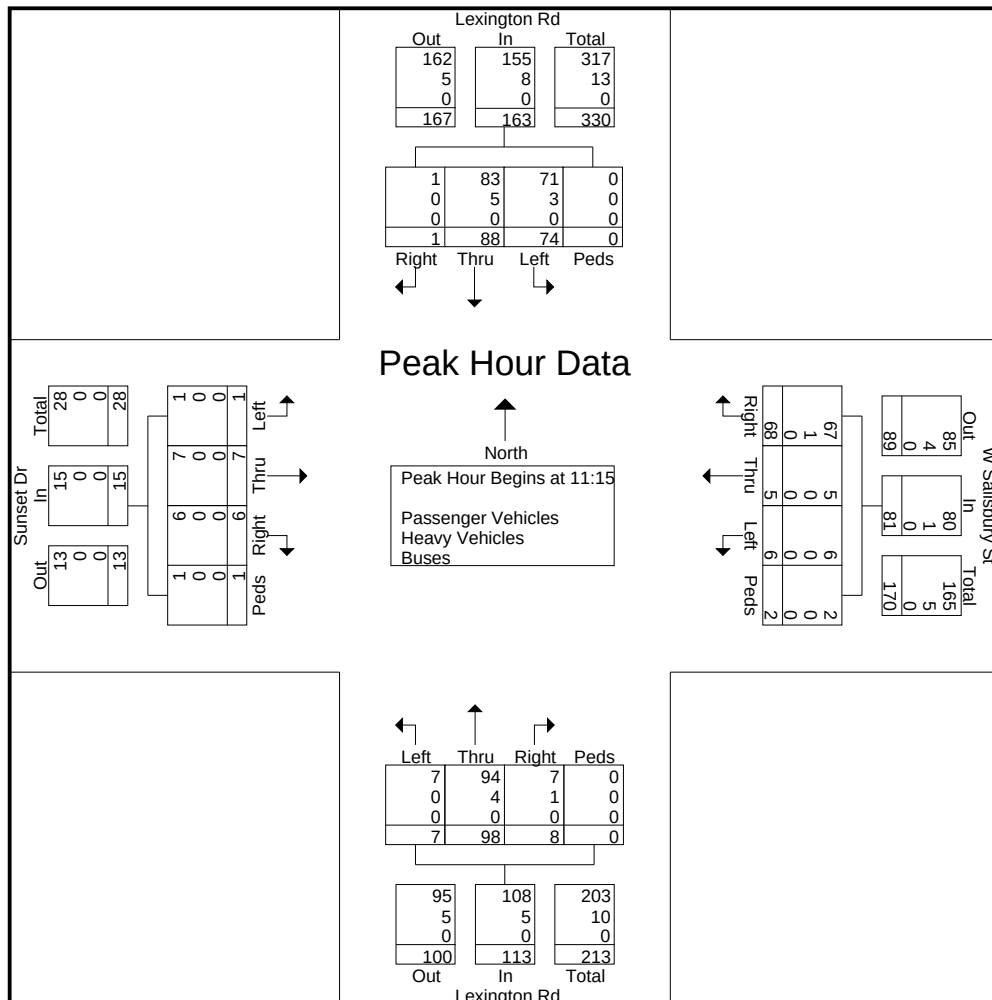
File Name : Lexington Rd @ W. Salisbury-Sunset Dr

Site Code :

Start Date : 11/16/2022

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	Lexington Rd Southbound					W Salisbury St Westbound					Lexington Rd Northbound					Sunset Dr Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 11:00 to 12:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 11:15																					
11:15	11	22	0	0	33	3	1	18	1	23	1	28	2	0	31	0	3	1	0	4	91
11:30	16	21	0	0	37	2	0	13	0	15	2	27	1	0	30	0	0	2	0	2	84
11:45	25	30	1	0	56	0	1	15	0	16	2	22	4	0	28	0	2	2	0	4	104
12:00	22	15	0	0	37	1	3	22	1	27	2	21	1	0	24	1	2	1	1	5	93
Total Volume	74	88	1	0	163	6	5	68	2	81	7	98	8	0	113	1	7	6	1	15	372
% App. Total	45.4	54	0.6	0		7.4	6.2	84	2.5		6.2	86.7	7.1	0		6.7	46.7	40	6.7		
PHF	.740	.733	.250	.000	.728	.500	.417	.773	.500	.750	.875	.875	.500	.000	.911	.250	.583	.750	.250	.750	.894
Passenger Vehicles	71	83	1	0	155	6	5	67	2	80	7	94	7	0	108	1	7	6	1	15	358
% Passenger Vehicles																					
Heavy Vehicles	3	5	0	0	8	0	0	1	0	1	0	4	1	0	5	0	0	0	0	0	14
% Heavy Vehicles	4.1	5.7	0	0	4.9	0	0	1.5	0	1.2	0	4.1	12.5	0	4.4	0	0	0	0	0	3.8
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



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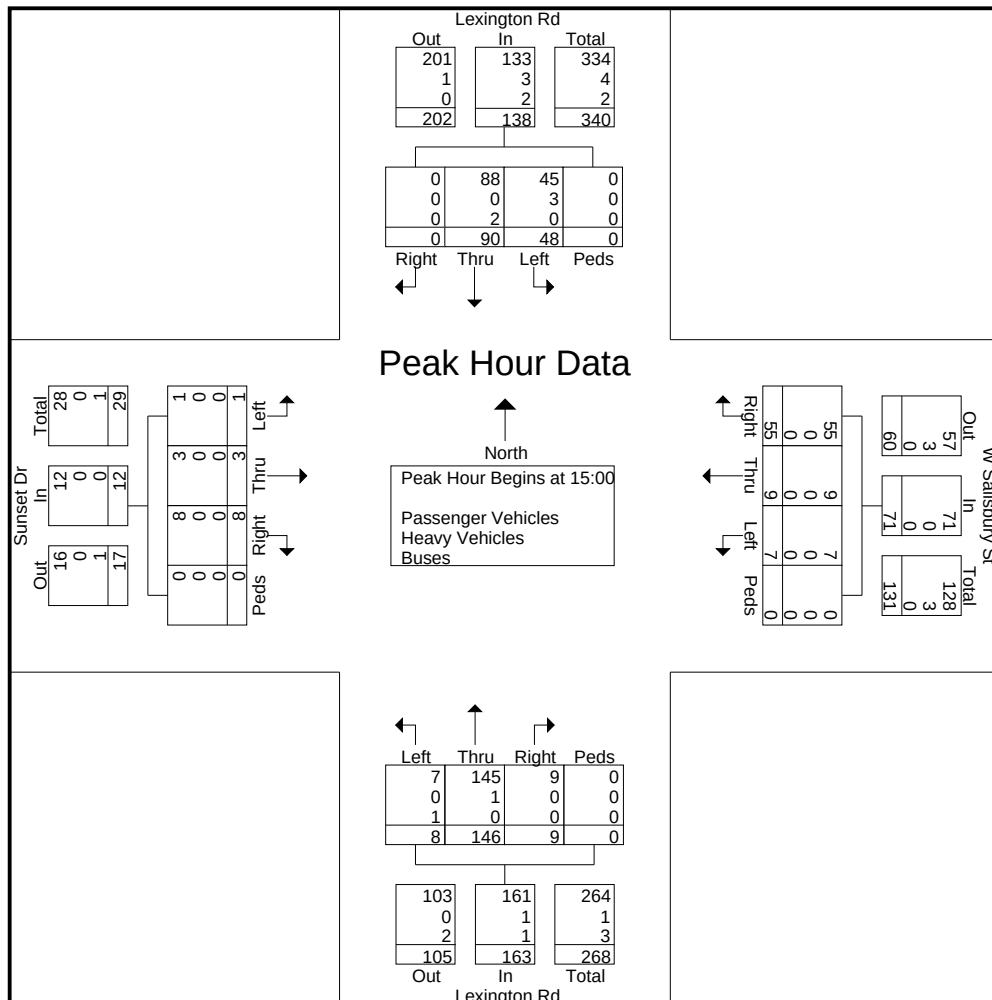
File Name : Lexington Rd @ W. Salisbury-Sunset Dr

Site Code :

Start Date : 11/16/2022

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	Lexington Rd Southbound					W Salisbury St Westbound					Lexington Rd Northbound					Sunset Dr Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 14:00 to 15:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 15:00																					
15:00	11	19	0	0	30	2	3	15	0	20	3	31	2	0	36	0	0	3	0	3	89
15:15	8	26	0	0	34	0	2	9	0	11	1	34	0	0	35	0	0	0	0	0	80
15:30	15	20	0	0	35	2	1	10	0	13	0	46	2	0	48	0	2	3	0	5	101
15:45	14	25	0	0	39	3	3	21	0	27	4	35	5	0	44	1	1	2	0	4	114
Total Volume	48	90	0	0	138	7	9	55	0	71	8	146	9	0	163	1	3	8	0	12	384
% App. Total	34.8	65.2	0	0		9.9	12.7	77.5	0		4.9	89.6	5.5	0		8.3	25	66.7	0		
PHF	.800	.865	.000	.000	.885	.583	.750	.655	.000	.657	.500	.793	.450	.000	.849	.250	.375	.667	.000	.600	.842
Passenger Vehicles	45	88	0	0	133	7	9	55	0	71	7	145	9	0	161	1	3	8	0	12	377
% Passenger Vehicles																					
Heavy Vehicles	3	0	0	0	3	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	4
% Heavy Vehicles	6.3	0	0	0	2.2	0	0	0	0	0	0	0.7	0	0	0.6	0	0	0	0	0	1.0
Buses	0	2	0	0	2	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	3
% Buses	0	2.2	0	0	1.4	0	0	0	0	0	12.5	0	0	0	0.6	0	0	0	0	0	0.8



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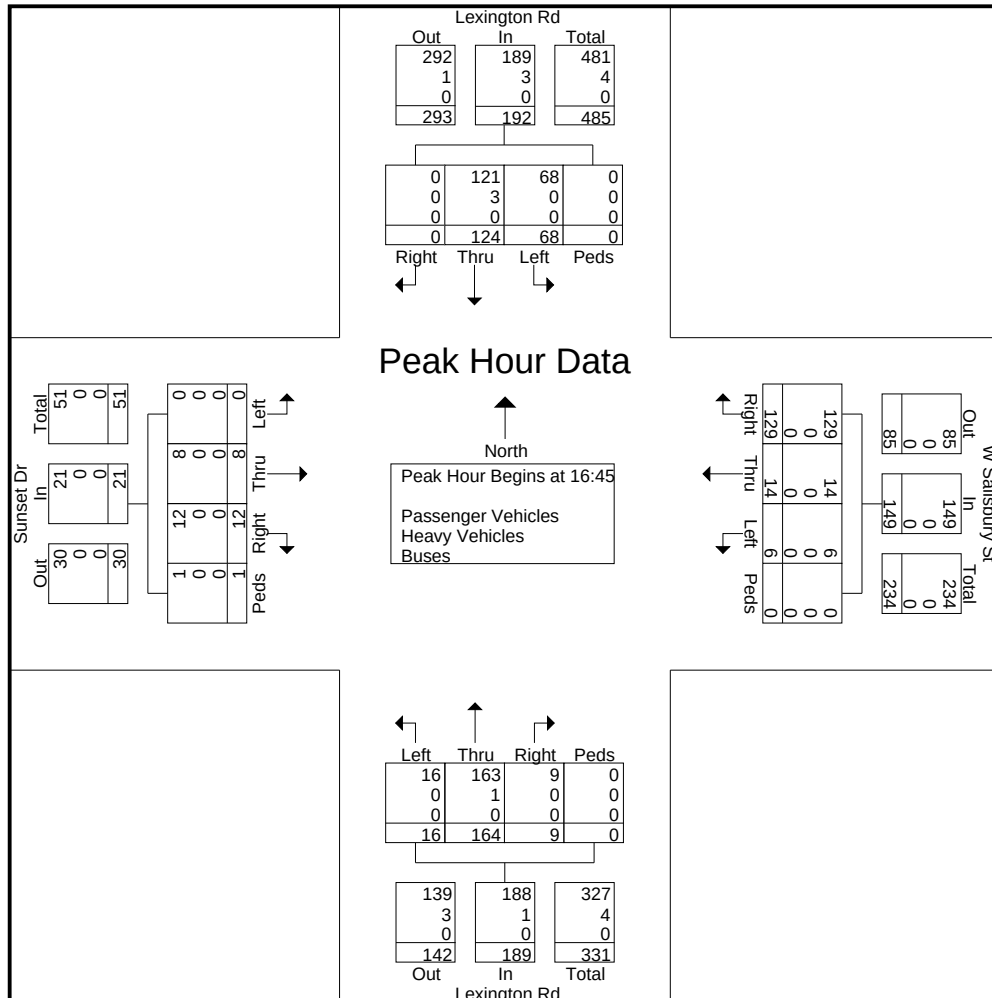
File Name : Lexington Rd @ W. Salisbury-Sunset Dr

Site Code :

Start Date : 11/16/2022

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	Lexington Rd Southbound					W Salisbury St Westbound					Lexington Rd Northbound					Sunset Dr Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 16:00 to 18:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 16:45																					
16:45	20	27	0	0	47	1	4	36	0	41	3	39	3	0	45	0	4	2	1	7	140
17:00	18	32	0	0	50	1	2	33	0	36	7	50	2	0	59	0	1	4	0	5	150
17:15	13	33	0	0	46	2	2	27	0	31	1	46	2	0	49	0	2	3	0	5	131
17:30	17	32	0	0	49	2	6	33	0	41	5	29	2	0	36	0	1	3	0	4	130
Total Volume	68	124	0	0	192	6	14	129	0	149	16	164	9	0	189	0	8	12	1	21	551
% App. Total	35.4	64.6	0	0		4	9.4	86.6	0		8.5	86.8	4.8	0		0	38.1	57.1	4.8		
PHF	.850	.939	.000	.000	.960	.750	.583	.896	.000	.909	.571	.820	.750	.000	.801	.000	.500	.750	.250	.750	.918
Passenger Vehicles	68	121	0	0	189	6	14	129	0	149	16	163	9	0	188	0	8	12	1	21	547
% Passenger Vehicles																					
Heavy Vehicles	0	3	0	0	3	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	4
% Heavy Vehicles	0	2.4	0	0	1.6	0	0	0	0	0	0	0.6	0	0	0.5	0	0	0	0	0	0.7
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



HCM 6th TWSC
14: Lexington Road & Sunset Dr/W. Salisbury Street

2022 Existing Conditions
AM Peak Hour

Intersection												
Int Delay, s/veh	3.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕	↕	↕		↕	↕	
Traffic Vol, veh/h	0	6	11	3	2	27	6	69	12	95	151	0
Future Vol, veh/h	0	6	11	3	2	27	6	69	12	95	151	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	Free	-	-	Stop	-	-	Free
Storage Length	-	-	-	-	-	0	0	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	100	75	55	38	25	96	38	78	75	79	73	100
Heavy Vehicles, %	2	2	2	2	2	4	2	2	2	2	2	2
Mvmt Flow	0	8	20	8	8	28	16	88	16	120	207	0

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	571	567	104	476	575	-	207	0	0	88	0	0
Stage 1	447	447	-	128	128	-	-	-	-	-	-	-
Stage 2	124	120	-	348	447	-	-	-	-	-	-	-
Critical Hdwy	7.33	6.53	6.93	7.33	6.53	-	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.53	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.53	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.519	4.019	3.319	3.519	4.019	-	2.219	-	-	2.219	-	-
Pot Cap-1 Maneuver	417	432	931	485	428	0	1363	-	-	1507	-	0
Stage 1	561	573	-	875	790	0	-	-	-	-	-	0
Stage 2	880	796	-	642	573	0	-	-	-	-	-	0
Platoon blocked, %								-	-		-	
Mov Cap-1 Maneuver	382	393	931	435	389	-	1363	-	-	1507	-	-
Mov Cap-2 Maneuver	382	393	-	435	389	-	-	-	-	-	-	-
Stage 1	554	527	-	865	781	-	-	-	-	-	-	-
Stage 2	861	786	-	569	527	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	10.6	14.1	1	2.8
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1WBLn2	SBL	SBT
Capacity (veh/h)	1363	-	-	669 411	-	1507
HCM Lane V/C Ratio	0.012	-	-	0.042 0.039	-	0.08
HCM Control Delay (s)	7.7	-	-	10.6 14.1	0	7.6
HCM Lane LOS	A	-	-	B B	A	A
HCM 95th %tile Q(veh)	0	-	-	0.1 0.1	-	0.3

HCM 6th TWSC
14: Lexington Road & Sunset Dr/W. Salisbury Street

2022 Existing Conditions
PM Peak Hour

Intersection												
Int Delay, s/veh	3.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	8	12	6	14	129	16	164	9	68	124	0
Future Vol, veh/h	0	8	12	6	14	129	16	164	9	68	124	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	Free	-	-	Stop	-	-	Free
Storage Length	-	-	-	-	-	0	0	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	25	50	75	75	58	90	57	82	75	85	94	100
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	16	16	8	24	143	28	200	12	80	132	0
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	560	548	66	496	554	-	132	0	0	200	0	0
Stage 1	292	292	-	262	262	-	-	-	-	-	-	-
Stage 2	268	256	-	234	292	-	-	-	-	-	-	-
Critical Hdwy	7.33	6.53	6.93	7.33	6.53	-	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.53	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.53	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.519	4.019	3.319	3.519	4.019	-	2.219	-	-	2.219	-	-
Pot Cap-1 Maneuver	425	443	985	470	440	0	1452	-	-	1371	-	0
Stage 1	692	670	-	742	691	0	-	-	-	-	-	0
Stage 2	737	695	-	749	670	0	-	-	-	-	-	0
Platoon blocked, %								-	-		-	
Mov Cap-1 Maneuver	382	409	985	423	407	-	1452	-	-	1371	-	-
Mov Cap-2 Maneuver	382	409	-	423	407	-	-	-	-	-	-	-
Stage 1	679	631	-	728	678	-	-	-	-	-	-	-
Stage 2	697	682	-	676	631	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	11.6		14.5		0.9		2.9					
HCM LOS	B		B									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1WBLn2	SBL	SBT						
Capacity (veh/h)	1452	-	-	578 411	-	1371						
HCM Lane V/C Ratio	0.019	-	-	0.055 0.078	-	0.058						
HCM Control Delay (s)	7.5	-	-	11.6 14.5	0	7.8						
HCM Lane LOS	A	-	-	B B	A	A						
HCM 95th %tile Q(veh)	0.1	-	-	0.2 0.3	-	0.2						

Traffic Signal Warrant Analysis

Warrants 1 - 3 (Volume Warrants)

Project Name	Asheboro Safety Study
Project/File #	22568
Scenario	2022 Existing Conditions

Intersection Information			
Major Street (N/S Road)	Lexington Road	Minor Street (E/W Road)	W. Salisbury St/Sunset Dr
Analyzed with	2 or more approach lanes	Analyzed with	1 Approach Lane
Total Approach Volume	3374 vehicles	Total Approach Volume	1038 vehicles
Total Ped/Bike Volume	3 crossings	Total Ped/Bike Volume	4 crossings
Right turn reduction of	30 percent applied	Right turn reduction of	0 percent applied

No high speed or isolated community reduction applied to the Volume Warrant thresholds.

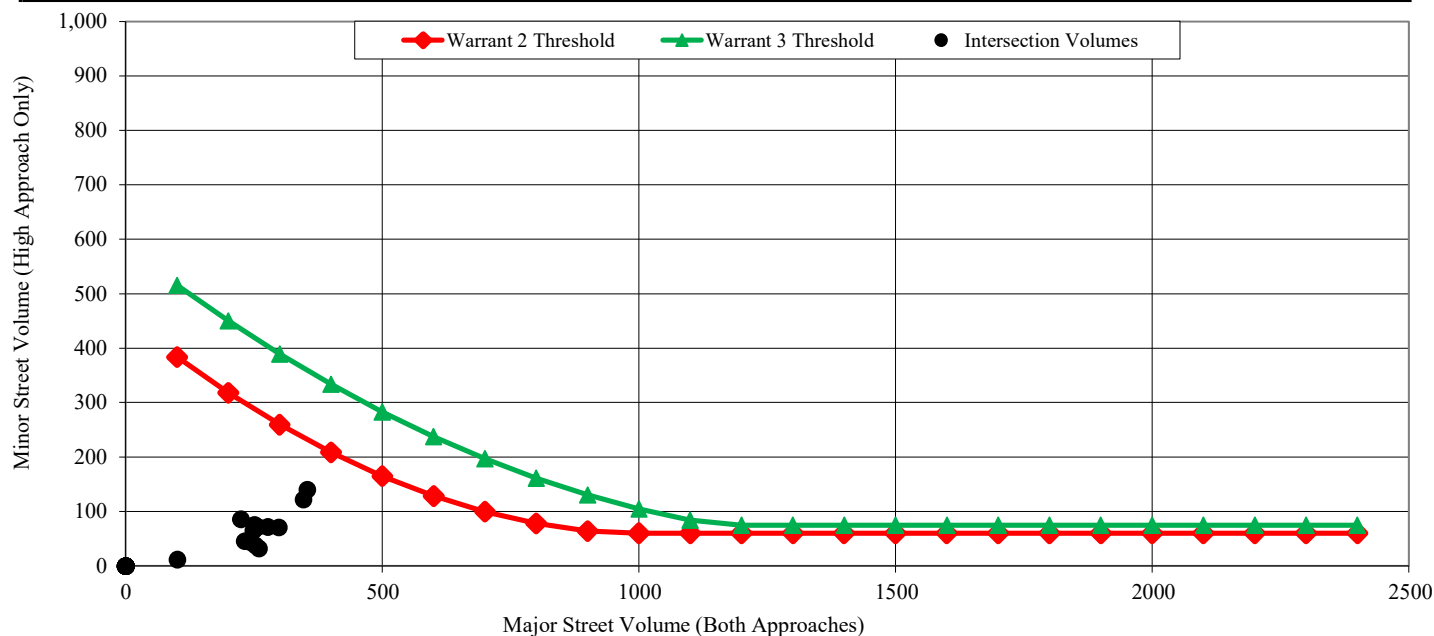
Warrant 1, Eight Hour Vehicular Volume			
	Condition A	Condition B	Condition A+B*
Condition Satisfied?	Not Satisfied	Not Satisfied	Not Satisfied
Required values reached for	0 hours	0 hours	2 (Cond. A) & 0 (Cond. B)
Criteria - Major Street (veh/hr)	420	630	336 (Cond. A) & 504 (Cond. B)
Criteria - Minor Street (veh/hr)	105	53	84 (Cond. A) & 42 (Cond. B)

* Should be applied only after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems.

Warrant 2, Four Hour Vehicular Volume	
Condition Satisfied?	Not Satisfied
Required values reached for	0 hours
Criteria	See Figure Below

Warrant 3, Peak Hour Vehicular Volume		
	Condition A	Condition B
Condition Satisfied?	Not Satisfied	Not Satisfied
Required values reached for	4259 total, 876 minor, 2.7 delay	0 hours
Criteria - Total Approach Volume (veh in one hour)	800	See Figure Below
Criteria - Minor Street High Side Volume (veh in one hour)	100	
Criteria - Minor Street High Side Delay (veh-hrs)	4	

Figure 4C-2 (Warrant 2 - 70% Factor) & Figure 4C-4 (Warrant 3 - 70% Factor)



North Carolina Department of Transportation
Traffic Engineering Accident Analysis System
Intersection Analysis Report

Summary Statistics

High Level Crash Summary

Crash Type	Number of Crashes	Percent of Total
Total Crashes	5	100.00
Fatal Crashes	0	0.00
Non-Fatal Injury Crashes	2	40.00
Total Injury Crashes	2	40.00
Property Damage Only Crashes	3	60.00
Night Crashes	0	0.00
Wet Crashes	2	40.00
Alcohol/Drugs Involvement Crashes	0	0.00

Crash Severity Summary

Crash Type	Number of Crashes	Percent of Total
Total Crashes	5	100.00
Fatal Crashes	0	0.00
Class A Crashes	0	0.00
Class B Crashes	2	40.00
Class C Crashes	0	0.00
Property Damage Only Crashes	3	60.00

Vehicle Exposure Statistics

Annual ADT = 4800

Total Vehicle Exposure = 12.09 (MEV)

Crash Rate	Crashes Per 100 Million Vehicles Entered
Total Crash Rate	41.35
Fatal Crash Rate	0.00
Non Fatal Crash Rate	16.54
Night Crash Rate	0.00
Wet Crash Rate	16.54
EPDO Rate	163.76

**North Carolina Department of Transportation
Traffic Engineering Accident Analysis System
Intersection Analysis Report**

Miscellaneous Statistics

Severity Index =	3.96
EPDO Crash Index =	19.80
Estimated Property Damage Total = \$	21800.00

Accident Type Summary

Accident Type	Number of Crashes	Percent of Total
FIXED OBJECT	2	40.00
LEFT TURN, SAME ROADWAY	2	40.00
SIDESWIPE, SAME DIRECTION	1	20.00

Injury Summary

Injury Type	Number of Injuries	Percent of Total
Fatal Injuries	0	0.00
Class A Injuries	0	0.00
Class B Injuries	2	66.67
Class C Injuries	1	33.33
Total Non-Fatal Injuries	3	100.00
Total Injuries	3	100.00

**North Carolina Department of Transportation
Traffic Engineering Accident Analysis System
Intersection Analysis Report**

Monthly Summary

Month	Number of Crashes	Percent of Total
Jan	0	0.00
Feb	0	0.00
Mar	0	0.00
Apr	0	0.00
May	1	20.00
Jun	1	20.00
Jul	0	0.00
Aug	0	0.00
Sep	0	0.00
Oct	1	20.00
Nov	1	20.00
Dec	1	20.00

Daily Summary

Day	Number of Crashes	Percent of Total
Mon	1	20.00
Tue	0	0.00
Wed	1	20.00
Thu	1	20.00
Fri	1	20.00
Sat	0	0.00
Sun	1	20.00

**North Carolina Department of Transportation
Traffic Engineering Accident Analysis System
Intersection Analysis Report**

Hourly Summary

Hour	Number of Crashes	Percent of Total
0000-0059	0	0.00
0100-0159	0	0.00
0200-0259	0	0.00
0300-0359	0	0.00
0400-0459	0	0.00
0500-0559	0	0.00
0600-0659	0	0.00
0700-0759	0	0.00
0800-0859	0	0.00
0900-0959	0	0.00
1000-1059	0	0.00
1100-1159	1	20.00
1200-1259	0	0.00
1300-1359	0	0.00
1400-1459	0	0.00
1500-1559	1	20.00
1600-1659	1	20.00
1700-1759	1	20.00
1800-1859	0	0.00
1900-1959	0	0.00
2000-2059	1	20.00
2100-2159	0	0.00
2200-2259	0	0.00
2300-2359	0	0.00

North Carolina Department of Transportation
Traffic Engineering Accident Analysis System
Intersection Analysis Report

Light and Road Conditions Summary

Condition	Dry	Wet	Other	Total
Day	3	2	0	5
Dark	0	0	0	0
Other	0	0	0	0
Total	3	2	0	5

Object Struck Summary

Object Type	Times Struck	Percent of Total
OFFICIAL HIGHWAY SIGN NON-BREAKAWAY	1	50.00
OTHER FIXED OBJECT	1	50.00

Vehicle Type Summary

Vehicle Type	Number Involved	Percent of Total
PASSENGER CAR	2	25.00
POLICE	1	12.50
SINGLE UNIT TRUCK (2-AXLE, 6-TIRE)	1	12.50
SPORT UTILITY	4	50.00

North Carolina Department of Transportation
Traffic Engineering Accident Analysis System
Intersection Analysis Report

Yearly Totals Summary

Accident Totals

Year	Total Accidents	Fatal Accidents	Injury Accidents	Property Damage Only Accidents
2016	0	0	0	0
2017	0	0	0	0
2018	0	0	0	0
2019	3	0	2	1
2020	1	0	0	1
2021	1	0	0	1
2022	0	0	0	0
Total	5	0	2	3

Injury Totals

Year	Fatal Injuries	Class A, B, or C Injuries
2016	0	0
2017	0	0
2018	0	0
2019	0	3
2020	0	0
2021	0	0
2022	0	0
Total	0	3

Miscellaneous Totals

Year	Property Damage	EPDO Index
2016	\$ 0	0.00
2017	\$ 0	0.00
2018	\$ 0	0.00
2019	\$ 19800	17.80
2020	\$ 1000	1.00
2021	\$ 1000	1.00
2022	\$ 0	0.00
Total	\$ 21800	19.80

**North Carolina Department of Transportation
Traffic Engineering Accident Analysis System
Intersection Analysis Report**

Type of Accident Totals

Year	Run Off Road &						
	Left Turn	Right Turn	Rear End	Fixed Object	Angle	Side Swipe	Other
2016	0	0	0	0	0	0	0
2017	0	0	0	0	0	0	0
2018	0	0	0	0	0	0	0
2019	2	0	0	1	0	0	0
2020	0	0	0	1	0	0	0
2021	0	0	0	0	0	1	0
2022	0	0	0	0	0	0	0
Total	2	0	0	2	0	1	0

ORDINANCE TO AMEND THE GENERAL FUND
FY 2022-2023

WHEREAS, The City of Asheboro is ready to proceed with the storm sewer installation, sidewalk and parking lot grading and paving work phase of the McCrary Ballpark Renovation project.

WHEREAS, The City of Asheboro has gone thru the formal bidding process for these services.

WHEREAS, the lowest responsive bid for the services is \$807,181.

WHEREAS, the City of Asheboro would like to incorporate approximately 10% for contingency in the budgeted appropriation.

WHEREAS, the City of Asheboro desires to appropriate \$888,000 from the General Fund Balance for contracted construction expenses relating to storm sewer installation, grading and paving work for the McCrary Ballpark renovation project.

WHEREAS, the City of Asheboro desires amend the 2022-2023 General Fund operating budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

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>
10-000-399.0000	Fund Balance Allocation	888,000

That the following expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-620-574.6500	Contribution to McCrary Ballpark Fund	888,000

Adopted this the 8th day of December 2022.

David H. Smith, Mayor

ATTEST:

Holly H Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND
THE MCCRARY BALLPARK IMPROVEMENTS FUND
FY 2022-2023

WHEREAS, The City of Asheboro is ready to proceed with the storm sewer installation, sidewalk and parking lot grading and paving work phase of the McCrary Ballpark Renovation project.

WHEREAS, The City of Asheboro has gone thru the formal bidding process for these services.

WHEREAS, the lowest responsive bid for the services is \$807,181.

WHEREAS, the City of Asheboro would like to incorporate approximately 10% for contingency in the budgeted appropriation.

WHEREAS, the City of Asheboro desires to appropriate \$888,000 from the General Fund Balance for this construction contract.

WHEREAS, the City desires to recognize funding from the General Fund and appropriate for these expenses in the McCrary Ballpark Improvements fund.

WHEREAS, the City of Asheboro desires amend the 2022-2023 capital project fund budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

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:

Section 1: The following revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
65-000-300.0001-65	Contribution from General Fund	888,000

Section 2: The following expense line item be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
65-000-406.0000-65	Construction- storm sewer, grading, paving	888,000

Adopted this the 8th day of December 2022.

David H. Smith, Mayor

ATTEST:

Holly H Doerr, CMC, NCCMC, City Clerk