

**AMENDED AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, JULY 14, 2016, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Recognition of the service rendered to the City of Asheboro by retired Master Police Officer Tony D. Richardson.
4. Consent agenda:
 - (a) Approval of the minutes of the city council's regular meeting on June 9, 2016.
 - (b) Approval of the minutes of the city council's special meeting on June 29, 2016.
 - (c) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for June 7, 2016.
 - (d) Adoption of a resolution appointing J. Brooke Schmidly, Esq. to a new 3-year term of office and confirming her continuing designation as chair of the Asheboro ABC Board.
 - (e) Approval to schedule and advertise a public hearing to be held on August 4, 2016, during the next regular city council meeting, on the question of the combined application to rezone a parcel of land (Randolph County Parcel Identification Number 7771054020) located on the south side of Crescent Drive from R40 (Low-Density Residential) zoning to a CU-B2 (Conditional Use General Commercial) zoning district and for the issuance of a Conditional Use Permit authorizing a Mobile Home Sales lot.
 - (f) Acknowledgement and announcement of the 15-day notice of a construction project to install clean-outs on sanitary sewer service lines located along Clegg Avenue and Jordan Avenue.
 - (g) Adoption of a resolution expressing the city council's concurrence with the city manager's revision of the City of Asheboro Employee Policies and Procedures Manual to reflect the city's work-related injuries and accidents policy.

(h) Adoption of a resolution authorizing the cancellation of a lien for the cost of demolishing an unsafe structure previously located on a parcel of land at 832 Peachtree Street.

5. Public comment period.

6. City Engineer Michael Leonard, PE will present the following Asheboro Regional Airport items:

(a) Consideration of a Block Grant/Non Primary Entitlement Agreement for the Asheboro Regional Airport Ramp Rehabilitation Design Project.

(b) Consideration of a Block Grant/Non Primary Entitlement Agreement for the Asheboro Regional Airport Ramp Rehabilitation Construction Project.

(c) Consideration of a contract with Sharpe Brothers, a Division of Vecellio & Grogan, Inc., for the Ramp Rehabilitation Project at Asheboro Regional Airport.

(d) Consideration of Change Order #1 for the Asheboro Regional Airport Ramp Rehabilitation Project to reduce contract quantities in order to stay within the Division of Aviation's appropriated project budget.

(e) Consideration of a Block Grant/Non Primary Entitlement Agreement for the Asheboro Regional Airport New Terminal Building Design.

(f) Consideration of a resolution to authorize the entry of the city into a contract with Tugwell Consulting Forestry, P.A. for consulting forester services at the Asheboro Regional Airport.

7. City Engineer Michael Leonard, PE will present the following transportation items:

(a) Consideration of an ordinance to authorize two-way traffic on sections of Cranford Street and North Randolph Avenue that were previously restricted to one-way traffic flow patterns.

(b) An update on the status of the review of the Scarboro Street traffic flow pattern.

8. The city attorney will present the following legal items:
 - (a) Consideration of a resolution authorizing the purchase and recordation of a quit-claim deed that will enable the city to begin maintaining the Odd Fellows Cemetery.
 - (b) A report on the legislative action that addressed the requests submitted by the city council for consideration during the recently concluded legislative session.
9. Zoning Administrator/Planner Justin Luck will provide details to the council on events to celebrate the city's recent designation as an All-America City.
10. Community Development Director Trevor Nuttall will provide information on the highway dedication ceremony to be conducted in honor of Talmadge Baker at the Asheboro Regional Airport on Thursday, August 25, 2016, at 3:00PM.
11. Items not on the agenda.
12. Adjournment.

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, JUNE 9, 2016
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)
- Linda H. Carter)
- Walker B. Moffitt) – Council Members Present
- Jane H. Redding)
- Katie L. Snuggs)
- Charles A. Swiers)

- John N. Ogburn, III, City Manager
- D. Jason Cheek, Police Captain
- Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
- Michael L. Leonard, P.E., City Engineer
- Trevor L. Nuttall, Community Development Director
- Deborah P. Reaves, Finance Director
- Jeffrey C. Sugg, City Attorney

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. Silent prayer and pledge of allegiance.

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

3. Consent agenda:

Upon motion by Mr. Burks and seconded by Mr. Swiers, Council voted unanimously to approve/adopt, as presented, the following consent agenda items.

(a) The minutes of the city council’s regular meeting on May 5, 2016.

Copies of the approved minutes are on file in the City Clerk’s office and are posted on the city’s website.

(b) The minutes of the city council’s special meeting on May 24, 2016.

Copies of the approved minutes are on file in the City Clerk’s office and are posted on the city’s website.

(c) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for April 4, 2016.

A copy of the Asheboro ABC Board’s meeting minutes is on file in the city clerk’s office.

(d) Acknowledgement of the receipt on May 25, 2016, of the budget message and proposed budget for the Asheboro ABC Board for fiscal year 2016-2017.

Copies of the of the budget message and proposed budget for the Asheboro ABC Board are on file in the city clerk’s office.

(e) Acknowledgement of closeout notification from the North Carolina Department of Commerce related to the Building Reuse and Restoration grant received for the Harry and Jeanette Weinberg Adult Resource & Education Center.

A copy of the notification letter is on file in the city clerk’s office.

(f) An ordinance to amend the Airport Runway Fund #66.

11 ORD 6-16

ORDINANCE TO AMEND THE AIRPORT IMPROVEMENTS FUND (#66) FY 2015-2016

WHEREAS, the Asheboro Regional Airport has been awarded another Federal Block Grant for Apron Rehabilitation- Design Bid in the amount of \$98,100 to be accounted for in State Project No #36237.23.13.1, and;

WHEREAS, the City of Asheboro local match for this grant is \$10,900, and;

WHEREAS, the Asheboro Regional Airport has been awarded another Federal Block Grant for Terminal Building – Concept/ Preliminary design phase services in the amount of \$44,698 to be accounted for in State Project No #36237.23.14.1, and;

WHEREAS, the City of Asheboro local match for this grant is \$4,967, and;

WHEREAS, the revenues and expenditure budget in the Airports Improvement Fund have changed as a result of these grants, and;

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

THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina

Section 1: That the following revenue line items are increased:

<u>Account</u>	<u>Description</u>	<u>Increase / (Decrease)</u>
66-349-1900	Federal Grant #(15-16) #36237.23.13.1	98,100
66-349-2000	Federal Grant (15-16) #36237.23.14.1	44,698
66-367-1024	GF Contribution (15-16)	15,867
	Total Increase	158,665

Section 1: That the following expense line items are increased:

<u>Account</u>	<u>Description</u>	<u>Increase / (Decrease)</u>
66-982-0501	Design / Bid – apron Rehab	109,000
66-983-0500	Terminal - Concept / Preliminary design phase	49,665
	Total Increase	158,665

Adopted this the 9th day of June 2016.

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

ATTEST:

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

(g) An ordinance to amend the General Fund for Fiscal Year 2015-2016.

12 ORD 6-16

ORDINANCE TO AMEND THE GENERAL FUND FY 2015-2016

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:

Section 1: That the following Expense line item be increased / (decreased):

<u>Account #</u>	<u>Expense Description</u>	<u>increase / (decrease)</u>
10-495-0702	Fringe: FICA /Medicare	(961)
10-495-0705	Retirement	(2,815)
10-495-0704	Insurance	(7,124)
10-650-6600	Transfer to Airport Project	10,900
	Increase / (Decrease)	0

Adopted this 9th day of June, 2016.

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

ATTEST:

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

(h) Audit contract for the fiscal year ending June 30, 2016.

A copy of the above-referenced audit contract is on file in the city clerk's office.

(i) A resolution awarding the service side arm to a retiring police officer.

RESOLUTION NUMBER 12 RES 6-16

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AWARD OF A SERVICE SIDE ARM TO A RETIRING OFFICER OF
THE ASHEBORO POLICE DEPARTMENT**

WHEREAS, after rendering honorable and valuable service to the City of Asheboro and its citizens since the date of his initial employment with the Asheboro Police Department on August 1, 2002, effective August 1, 2016, Police Sergeant Isaac Timothy Marlowe will begin his retirement from employment with the City of Asheboro; and

WHEREAS, pursuant to and in accordance with Section 20-187.2 of the North Carolina General Statutes, the Asheboro City Council wishes to recognize and honor Sergeant Marlowe for his dedicated service to the city by awarding to him, at a minimal monetary cost, the service side arm issued to Sergeant Marlowe at the time of his retirement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that, effective August 1, 2016, in consideration of the combination of his dedicated service to the City of Asheboro and the payment to the City of Asheboro of one dollar (\$1.00), Isaac Timothy Marlowe is to be awarded ownership of his city-issued service side arm (a Glock 23 Generation 4 with serial no. SFS931 and three magazines) upon a determination by the Chief of Police that Mr. Marlowe is not ineligible to own, possess, or receive a firearm under the provisions of federal or North Carolina law.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 9th day of June, 2016.

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

ATTEST:

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

4. Community Development Items (Legislative Zoning Hearings):

- (a) **Zoning Case RZ-16-04: An application to rezone property located at 322, 324, and 328 Greensboro Street from R7.5 (Medium-Density Residential) to OA6 (Office-Apartment).**

Mayor Smith opened the public hearing on the following request.

The requested rezoning pertains to approximately 0.61 of an acre of land located at 322, 324, and 328 Greensboro Street and is owned by Mt. Zion Holy (Holiness) Church. Randolph County Parcel Identification Numbers 7751945555 and 7751946436 more specifically identify the property.

Mr. Nuttall utilized a visual presentation to summarize the planning staff's analysis of the request by Mt. Zion Holy (Holiness) Church to rezone the above-described parcel of land to OA6 (Office-Apartment) zoning.

The staff report noted the following:

1. The property is within the city limits and all city services are available.
2. Greensboro Street is a city-maintained collector street at this location. Immediately north of the property, where North Cox Street intersects with Greensboro Street, Greensboro Street becomes a minor thoroughfare.
3. There is currently a place of worship (church) on one of the parcels. Tax records indicate the place of worship was constructed in 1940. The property that the church is located on totals approximately 0.44 acres of land.
4. The property located at 324 Greensboro Street is currently undeveloped. The single-family residence previously located on this property (Parcel Identification Number 7751945555) has been removed.
5. The area includes a mix of residential, office, and commercial uses. Greensboro Street increasingly has become a transitional area between commercial uses on North Fayetteville Street and residential uses to the east.
6. The property is just outside of the Center City Planning area.
7. The requested OA6 district permits single-family and multi-family residential uses, plus office, medical, institutional (such as places of worship, schools), and certain light commercial activities (such as banks and funeral homes).

The Planning Board recommended approval of the requested rezoning after concurring with the following analysis from the Community Development staff that evaluated the consistency of the requested rezoning with the adopted comprehensive plans, the reasonableness of the request, and whether the requested rezoning was in the public interest:

"The requested amendment (rezoning the property from R7.5 (Medium Density Residential) to OA6 (Office Apartment)) is consistent with the Land Development Plan because the proposed land use map designates the property as 'urban residential' and the OA6 district allows residential uses (single, two-family, and multi-family) that are consistent with the urban residential designation.

The requested rezoning to the OA6 district is also reasonable and in the public interest because the OA6 district is appropriate for the institutional use that has occurred since approximately 1940 (a place of worship). In this context, the non-residential component of the OA6 district is in harmony with the intent of the Land Development Plan by recognizing the historic development pattern of an established neighborhood. Second, the parcel is located in a transitional area between commercial areas to the west along North Fayetteville Street and residential areas to the east. Third, the property's location in the primary growth strategy area (with access to city services) and away from major environmental limitations, such as flood hazard areas or watershed areas, are conducive to both residential and non-residential uses characterized by the OA6 district. Finally, the review process required for future development or changes of use will ensure that buffering/screening and other requirements help mitigate potential impacts onto adjoining residentially zoned property.

There being no comments and no opposition from the public, Mayor Smith transitioned to the deliberative phase of the hearing.

Upon motion by Mr. Bell and seconded by Ms. Carter, Council voted unanimously to approve the requested rezoning by adopting a multi-part motion that included the following actions:

1. Approval and adoption as its own by the Council of the above-stated consistency, reasonableness, and public interest analysis in support and explanation of the council's conclusion, and
2. In light of the above-stated consistency, with the adopted comprehensive plans, reasonableness, and public interest determinations/analysis, the requested zoning amendment was approved without any modifications.

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

(b) Zoning Case RZ-16-05: An application to rezone property located at 331 Watkins Street from B1 (Neighborhood Commercial) and RA6 (High Density Residential) to a single RA6 zoning district.

Mayor Smith opened the public hearing on the following request.

The requested rezoning pertains to approximately 0.64 of an acre of land located at 331 Watkins Street and is owned by Gwendolyn Williams. Randolph County Parcel Identification Number 7761130704 more specifically identifies the property.

Mr. Nuttall utilized a visual presentation to summarize the planning staff's analysis of the request by Ms. Williams to rezone the above-referenced parcel of land from a combination of B1 Neighborhood Commercial and RA6 High-Density Residential zoning to RA6 zoning

The staff report noted the following:

1. The property is located inside the city limits, and all city services are available.
2. The property faces Watkins Street and also has frontage on Dunlap Street. Watkins and Dunlap Streets are city-maintained local streets.
3. A single-family dwelling is located on the portion of the parcel of land that is zoned B1, making it a legal non-conforming use. As a legal non-conforming use and subject to the Asheboro Zoning Ordinance, the single-family residential use may continue. However, expansion, such as additions to the dwelling(s) or new accessory structures is restricted.
4. The area includes a mix of single-family, multi-family and commercial uses.

The Planning Board recommended approval of the requested rezoning after concurring with the following analysis from the Community Development staff that evaluated the consistency of the requested rezoning with the adopted comprehensive plans, the reasonableness of the request, and whether the requested rezoning was in the public interest:

"The requested amendment (rezoning a portion of the property that is zoned B1 (Neighborhood Commercial) to RA6 (High-Density Residential)) is consistent with the Land Development Plan because the proposed land use map designates the property as "neighborhood residential," which encourages development to complement surrounding neighborhoods. Given the RA6 zoning that is consistently applied through much of this area, the RA6 district fits the intent of the property's "neighborhood residential" designation.

The requested rezoning to the RA6 district is also reasonable and in the public interest in this context because it recognizes the existing residential use that has been in place since approximately 1957. As emphasized by the Central Small Area Plan, preservation of existing residential neighborhoods is encouraged. The RA6 district reiterates the residential nature of the property and surrounding properties. Recognizing a legal non-conforming use that is compatible with surrounding land uses also allows continued investment and viability of a long standing residential property. The existing infrastructure, specifically the street network accessible to the property (two local, primarily residential streets) is also generally better suited to serve a residential than a commercial use. Finally, the property's location away from major environmental limitations, such as flood hazard areas or watershed areas, are conducive to continued residential uses characterized by the RA6 district."

Mr. Vernon Wilson presented comments in support of the requested rezoning.

There being no further comments and no opposition from the public, Mayor Smith transitioned to the deliberative phase of the hearing.

Upon motion by Mr. Bell and seconded by Mr. Burks, Council voted unanimously to approve the requested rezoning by adopting a multi-part motion that included the following actions:

1. Approved and adopted as its own the above-stated analysis in support and explanation of the council's conclusion that the requested action is consistent with the applicable plans, and is reasonable and in the public interest.
2. In light of the above-stated consistency with the comprehensive plans as well as the reasonableness and public interest determinations/analysis, the requested zoning amendment was approved without any modifications.

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

(c) Zoning Case RZ-16-06: An application to rezone property located at 112 and 116 Sunrise Avenue and 2029 Vincent Drive from R10 (Medium-Density Residential) to O&I (Office & Institutional).

Mayor Smith opened the public hearing on the following request.

The requested rezoning pertains to approximately 2.34 acres of land located at 112 Sunrise Avenue, 116 Sunrise Avenue, and 2029 Vincent Drive. Randolph County Parcel Identification Numbers 7763106759, 7763106913, and 7763104846 more specifically identify the property.

Mr. Nuttall utilized a visual presentation to summarize the planning staff's analysis of the request by Freedom Life Church of God to rezone the above-described property from R10 (Medium-Density Residential) to O&I (Office and Institutional) zoning.

The staff report noted the following:

1. The property is located inside the city limits, and all city services are available.
2. Sunrise Avenue can be viewed as a city-maintained collector street, a higher classification street than a local street. Vincent Drive (on the east side of the property) is a city-maintained local street. The pavement surface of Sunrise Avenue is approximately 18' to 19' wide in this location. The pavement surface of Vincent Avenue is approximately 13' wide.
3. With the exception of another place of worship located southeast of the property at 2025 Holland Street (which is also zoned R10), the property is surrounded by single-family residences.
4. The request is for a general district O&I (Office and Institutional District rezoning) which permits office (including medical) and institutional (such as places of worship, schools) uses, and certain light commercial activities (such as banks and funeral homes) by right.
5. Tax records indicated the place of worship (i.e. church) was constructed in 1960. When located in a residential district, a place of worship also has the option to obtain a Special Use Permit if significant expansion or modifications are proposed.
6. The request is filed due to the church's acquisition of 112 Sunrise Avenue in December 2015 and its desire to use the property in conjunction with the rest of the church's property. Staff discussed with the applicant the options available to utilize 112 Sunrise Avenue, including the option to pursue a Special Use Permit. The applicant decided that a rezoning request was in its best interest.
7. There is a single-family residence on one of the parcels. As a stand-alone use, the single-family residence becomes a legal non-conforming use if rezoned to O&I, and may continue, but expansion and additions are restricted.
8. The closest commercial (which is B2 General Commercial) zoning is on the west side of North Fayetteville Street across the intersection of North Fayetteville Street and Sunrise Avenue. This is approximately 325' from the subject property, and separated by three residences on the south side of Sunrise Avenue and two residences on the north side of Sunrise Avenue.

The Community Development staff recommended denial of the requested rezoning after evaluating the consistency of the requested rezoning with the adopted comprehensive plans, the reasonableness of the request, and whether the requested rezoning was in the public interest. In explaining the recommended denial, the staff stated:

"Staff recognizes that there is validity in certain aspects of the request. The use of the property has been for a place of worship since approximately 1960 and has become a recognized component of the neighborhood's character. The Office and Institutional (O&I) district generally allows only non-residential uses that impose lesser potential negative impacts on adjoining residential uses than most non-residential zoning districts. The property's lack of substantial, known environmental impediments are also a positive factor in evaluation this request.

Staff's concerns in granting this request are based on the wider range of permitted uses in the district that may not be compatible with the property's location, which is completely surrounded by single-family residential uses and removed from commercial uses to the west along North Fayetteville Street. The property itself, along with adjoining properties, are designated for 'neighborhood residential use' by the LDP, with no other property in the vicinity having O&I zoning. The lack of

access to a minor thoroughfare or higher classification street raises concerns over the ability for the existing street network to accommodate possibly more intensive use of the property than what presently exists. There is also a concern over spot zoning, due to the absence of other nearby properties with O&I zoning, the 'neighborhood residential' LDP designation, and the inability to review a site specific development plan that would be possible with a Special Use Permit or Conditional Use District and Permit. For these reasons, staff believes the existing R10 zoning is consistent with the adopted comprehensive plan, and therefore reasonable and in the public interest."

The Planning Board disagreed with the staff's analysis and recommendation. Consequently, the Planning Board recommended approval of the requested rezoning based on the following:

1. Compliance with the growth strategy map;
2. The property's proximity to industrial areas;
3. The historic use of the property; and
4. Lack of public comments indicating citizen opposition.

Pastor Ben Chavis of Freedom Life Church of God presented comments in support of the requested rezoning.

There being no further comments and no opposition from the public, Mayor Smith transitioned to the deliberative phase of the hearing.

Upon motion by Mr. Moffitt and seconded by Mr. Burks, Council voted unanimously to approve the requested rezoning. As part of the adopted motion, the Council agreed with the Planning Board's analysis of the request and adopted this analysis as the city council's own statement of the consistency of the application with the adopted comprehensive plans as well as the reasonableness of the application.

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

(d) Zoning Case RZ-16-07: An application to rezone three lots:

Mayor Smith opened the public hearing on the request to rezone the following lots:

(i) 437 Sunset Avenue from RA6 (High Density Residential and B2 (General Commercial) to B2:

The requested rezoning pertains to the property of McJed (a N.C. General Partnership) represented by Ben C. Morgan, Esq. This property is located at 437 Sunset Avenue and is identified by Randolph County Parcel Identification Number 7751626653.

Request: Rezone from RA6 (High Density Residential) and B2 (General Commercial) to B2 zoning for the entire parcel.

Analysis: A funeral parlor, including a crematorium, is located on the parcel that is approximately 2.16 acres in size. The requested rezoning is for the portion of the parcel that is not currently zoned B2, approximately 0.43 of an acre. The proposed land use map indicates the area is a "city activity center" and the growth strategy map designates this area as "primary growth." Eight LDP goals and policies support the request. None are negative toward the request.

Speakers: Mr. Nuttall and Mr. Ben Morgan C. Morgan, Esq. A copy of the visual presentation utilized by Mr. Nuttall is on file in the city clerk's office.

Recommendation: Planning Staff and the Planning Board recommended approval of the request.

City Council Action: Upon motion by Mr. Bell and seconded by Ms. Carter, the Council Members unanimously adopted a combined motion that (1) approved the requested rezoning for this parcel of land, and (2) Adopted the following analysis in support of finding the request to be reasonable, consistent with the adopted comprehensive development plans, in the public interest:

- The property's long-term commercial history
- The property's location on a commercial corridor.
- Eight LDP goals and policies support the requested rezoning.

(ii) **159 South Park Street from RA6 to OA6 (Office-Apartment):** The requested rezoning pertains once again to the property of McJed. This specific property is located at 159 S. Park Street and is identified by Randolph County Parcel Identification Number 7751624365.

Request: Rezone from RA6 (High Density Residential) to OA6 (Office-Apartment)

Analysis: A single-family dwelling is currently located on the lot that is approximately 0.19 of an acre in size. The proposed land use map indicates the area is a "city activity center" and the growth strategy map designates the area as "primary growth." Nine LDP goals and policies support the requested rezoning while one is negative toward the request.

Speakers: Mr. Nuttall and Mr. Ben Morgan C. Morgan, Esq. A copy of the visual presentation utilized by Mr. Nuttall is on file in the city clerk's office.

Recommendation: Planning Staff and the Planning Board recommended approval of the request.

City Council Action: Upon motion by Mr. Moffitt and seconded by Mr. Swiers, the Council Members unanimously adopted a combined motion that (1) approved the requested rezoning for this parcel of land, and (2) Adopted the following analysis in support of finding the request to be reasonable, consistent with the adopted comprehensive development plans, in the public interest:

- The transitional, mixed use character of S. Park Street and the general area.
- The OA6 district still supports residential use.
- Nine LDP goals and policies support the requested rezoning.

(iii) **420 Hill Street from RA6 to OA6:** This requested rezoning also pertains to the property of McJed. This specific property is located at 420 Hill Street and is identified by Randolph County Parcel Identification Number 7751626400.

Request: Rezone from RA6 (High Density Residential) to OA6 (Office-Apartment)

Analysis: A single-family dwelling is currently located on the lot that is approximately 0.30 of an acre in size. The proposed land use map indicates the area is a "city activity center" and the growth strategy map designates the area as "primary growth." Four LDP goals and policies support the requested rezoning while five are negative toward the requested rezoning.

Speakers: Mr. Nuttall, Mr. Ben Morgan C. Morgan, Esq. and Quetia Miller with concerns about her future rental of the property. A copy of the visual presentation utilized by Mr. Nuttall is on file in the city clerk's office.

Recommendations: The Planning Staff and the Planning Board recommended denial of the requested rezoning.

City Council Action: Upon motion by Mr. Moffitt and seconded by Ms. Carter, the Council Members unanimously adopted a combined motion that (1) approved the requested rezoning for this parcel of land, and (2) Adopted the following analysis in support of finding the request to be reasonable and in the public interest:

- The area around 420 Hill Street is evolving, and the requested zoning district is consistent with this evolution as well as the Council's view of Tier 1 of the Center City Planning Area in which the property is located.
- In terms of consistency with the comprehensive development plans, the Council Members placed more weight on the limited number of policies and goals that support the request.

5. **Public hearing on the proposed budget for fiscal year 2016-2017.**

Mayor Smith opened the public hearing on the proposed budget for fiscal year 2016-2017.

Ms. Deborah Reaves, who is the city's Finance Director, utilized a visual presentation in order to highlight the fund allocations for the proposed fiscal year 2016-2017 annual budget. Copies of the proposed budget and the visual presentation utilized by Ms. Reaves are on file in the city clerk's office.

Mayor Smith invited comments from the public, but none were offered. Mayor Smith closed the public hearing and announced that written comments will be accepted from the public until final consideration of the budget. Final consideration of the budget will take place during a special meeting of the Council at 12:30 p.m. on June 29, 2016 in the Council Chamber.

6. Public hearing on proposed appropriations during fiscal year 2016-2017 for economic development purposes other than real property and business location incentives.

Mayor Smith opened the public hearing on the proposed appropriations during fiscal year 2016-2017 for economic development purposes.

Ms. Reaves utilized a visual presentation in order to highlight that the City of Asheboro partners and financially supports two local agencies for economic development activities, the Randolph County Economic Development Corporation (RCECD) and the Asheboro/Randolph Chamber of Commerce. The city contributes approximately \$40,000.00 annually to the RCECD and approximately \$20,000 to the Asheboro/Randolph Chamber of Commerce.

Ms. Bonnie Renfro, who is the President of the Randolph Economic Development Corporation, was available to answer questions.

There being no comments from the public, Mayor Smith closed the public hearing.

Final consideration of the proposed budget, which includes these economic development expenditures, will take place during a special meeting of the Council at 12:30 p.m. on June 29, 2016 in the Council Chamber.

A copy of the visual presentation utilized by Ms. Reaves is on file in the city clerk's office.

7. Public comment period.

Mayor Smith opened the floor for comments from the public.

Ms. Lois Bonsack, a candidate for N.C. House District 70, congratulated the city on being a finalist for the All-America City designation.

Mr. Glenn McGrady, who lives at 1852 Saddlewood Court, expressed concerns about the efficacy of the city's animal control ordinance. Additionally, Mr. McGrady asked the Council to consider increasing the penalties for stray cats and dogs. He is very concerned about cats and dogs coming onto private property and causing damage.

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

8. Discussion of the Odd Fellows Cemetery.

Mr. Leonard utilized a visual presentation and highlighted the historical significance of the Odd Fellows Cemetery that is located in the vicinity of Martin Luther King, Jr., Drive and Booker T. Washington Drive. An open question exists about the ownership and maintenance responsibilities for this cemetery.

After some discussion, a general consensus of the council was for city staff to further research the outstanding land title issues and to take the necessary steps for the city to assume maintenance responsibilities for this significant part of the city's cultural heritage. An update on these efforts will be provided as staff work proceeds.

9. A request to change the traffic flow on the entirety of Cranford Street from one-way to two-way.

Mr. Leonard presented a request to change the traffic flow on the entirety of Cranford Street from one-way to two-way.

After some discussion, a general consensus of the council members was for city staff to prepare an ordinance for council's review.

10. An update and request for action on the following aspects of the CDBG funding application process for the economic development project with Technimark:

(a) The Mini-Brooks Act exemption of the Technimark Industrial Track Construction Project;

Mr. Nuttall noted that Mr. Ogburn has exempted the Technimark Railroad Spur Track project from the qualification based selection process. The city plans to enter into an agreement with Summey Engineering, PLLC for professional services for this project. This project will be funded with CDBG funds. None of the Council Members expressed any objection to this plan.

(b) Consideration of a resolution authorizing a Public Facilities Agreement with Technimark.

Mr. Nuttall presented and recommended adoption, by reference, of a resolution authorizing a Public Facilities Agreement with Technimark.

Upon motion by Mr. Bell and seconded by Mr. Burks, Council voted unanimously to adopt the following resolution by reference.

RESOLUTION NUMBER _____ **13 RES 6-16**

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION AUTHORIZING THE ENTRY OF THE CITY OF ASHEBORO INTO A PUBLIC FACILITIES AGREEMENT WITH TECHNIMARK LLC

WHEREAS, the City of Asheboro (the "City") anticipates receiving a Community Development Block Grant ("CDBG") administered by the North Carolina Department of Commerce in the amount of \$490,000 to be used primarily to benefit low to moderate-income persons by financing the economic development project with Technimark LLC that is described in the attached exhibit; and

WHEREAS, in order to participate the CDBG program, the city must execute a legally binding commitment in the form of a Public Facilities Agreement with Technimark LLC; and

WHEREAS, a copy of the proposed Public Facilities Agreement (the "Agreement") has been attached to this Resolution as EXHIBIT 1 and is hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the Asheboro City Council has concluded that the terms and conditions of the proposed Agreement are acceptable;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that the entry of the City of Asheboro into the Agreement is hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that the Mayor and all other necessary City officials are hereby authorized and directed to execute on behalf of the City of Asheboro the Agreement attached hereto as EXHIBIT 1.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 9th day of June, 2016.

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

ATTEST:

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

[A copy of the agreement attached as EXHIBIT 1 to the Resolution identified above is on file in the city clerk's office.]

(c) Consideration of a resolution authorizing an Industrial Track Agreement with Technimark.

Mr. Nuttall presented and recommended adoption, by reference, of a resolution authorizing an Industrial Track Agreement with Technimark.

Upon motion by Mr. Bell and seconded by Mr. Burks, Council voted unanimously to adopt the following resolution by reference.

RESOLUTION NUMBER _____ 14 RES 6-16 _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION AUTHORIZING THE ENTRY OF THE CITY OF ASHEBORO
INTO AN INDUSTRIAL TRACK AGREEMENT WITH TECHNIMARK LLC**

WHEREAS, the City of Asheboro (the "City") anticipates receiving a Community Development Block Grant ("CDBG") administered by the North Carolina Department of Commerce in the amount of \$490,000 to be used primarily to benefit low to moderate-income persons by financing an economic development project with Technimark LLC (the "Company") to construct industrial rail track to serve the Company's new manufacturing facility in Asheboro; and

WHEREAS, the City, as the applicant for the CDBG funding, must undertake the construction of the industrial tracks as public facilities located within a City-controlled easement area granted by the Company to the City; and

WHEREAS, a copy of the proposed Industrial Track Agreement (the "Agreement") between the City and the Company specifying the obligations that each party will have to the other with regard to the procurement of an easement for the construction of the proposed public facilities has been attached to this Resolution as EXHIBIT A and is hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the Asheboro City Council has concluded that the terms and conditions of the proposed Agreement are acceptable;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that the entry of the City into the proposed Agreement is hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that the Mayor and any other necessary City officials are hereby authorized and directed to execute on behalf of the City the Agreement attached hereto as EXHIBIT A.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 9th day of June, 2016.

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

ATTEST:

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

[A copy of the agreement attached as EXHIBIT A to the Resolution identified above is on file in the city clerk's office.]

11. Discussion and request for final approval of the sale of the surplus real property at the intersection of East Salisbury Street and Martin Luther King, Jr. Drive.

Mr. Leonard presented and recommended adoption, by reference, of a resolution accepting the offer for a surplus parcel of city-owned land at the intersection of East Salisbury Street and Martin Luther King, Jr. Drive.

Upon motion by Ms. Carter and seconded by Mr. Swiers, Council voted unanimously to adopt the following resolution by reference.

RESOLUTION NUMBER _____ 15 RES 6-16 _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION ACCEPTING THE OFFER FOR A SURPLUS PARCEL OF CITY-OWNED LAND AT
THE INTERSECTION OF EAST SALISBURY STREET AND MARTIN LUTHER KING, JR. DRIVE**

WHEREAS, the City of Asheboro (the "City") owns a parcel of land located at the intersection of East Salisbury Street (North Carolina Secondary Road 2237) and Martin Luther King, Jr. Drive (North Carolina Secondary Road 2189) that is identified by Randolph County Parcel Identification Number 7761525272 and is more specifically described by a North Carolina General Warranty Deed recorded in the office of the Randolph County Register of Deeds in Book of Record 2265, Page 1078; and

WHEREAS, by means of adopting Resolution Number 10 RES 5-16 on May 5, 2016, the Asheboro City Council declared the parcel of land described in the immediately preceding paragraph to be surplus property and authorized the sale of this surplus parcel of land (the "Surplus Land") by means of the negotiated offer, advertisement, and upset bid process established in Section 160A-269 of the North Carolina General Statutes; and

WHEREAS, pursuant to authorization granted by the Asheboro City Council in Resolution Number 10 RES 5-16, the City entered, effective May 6, 2016, into a Consulting Agreement with H.R. Gallimore, CCIM (the "Consultant") designed to aid the City's efforts to procure an acceptable offer for the Surplus Land; and

WHEREAS, on May 9, 2016, the City received an offer from Kenneth P. Gallimore and Bridget F. Gallimore to purchase the Surplus Land at a purchase price of \$207,000.00 (the "Offer"); and

WHEREAS, due to the fact that the said Offer was compliant with the applicable state law provisions and with the terms and conditions specified by Resolution Number 10 RES 5-16, the City, by and through the city clerk, published legal notice in *The Courier-Tribune* on Sunday, May 15, 2016, of the receipt of the Offer and invited the public to submit qualifying upset bids to the city clerk between the time of the publication of the legal notice and 5:00 p.m. on Wednesday, May 25, 2016; and

WHEREAS, no upset bids were submitted to the city clerk during the specified time period; and

WHEREAS, city staff members have reported the results of the said negotiated offer, advertisement, and upset bid process to the governing board with a recommendation to accept the Offer;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that the Offer of \$207,000.00 from Kenneth P. Gallimore and Bridget F. Gallimore is hereby accepted in accordance with and subject to the terms of sale stated in Resolution Number 10 RES 5-16; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that the Mayor and any other appropriate and necessary officials of the City are hereby authorized to execute the instruments necessary to convey the Surplus Land to Kenneth P. Gallimore and Bridget F. Gallimore in accordance with the terms of sale established by the City.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting of the governing board that was held on the 9th day of June, 2016.

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

ATTEST:

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

12. An update on the recycling consolidation and electronics collection initiative.

Mr. Ogburn updated the elected officials on the status of the initiative, including announcing that the city will collect recycling containers on Thursdays.

13. Mayor Smith and Mr. Ogburn announced the following upcoming events:

- Randolph County NAACP Freedom Fund Banquet on Saturday, June 11, 2016 at 6:00 p.m. at AVS.
- Randolph County Economic Development Corporation Annual Meeting on Tuesday, June 21, 2016 at 8:00 a.m. at AVS.
- Special City Council Meeting on Wednesday, June 29, 2016 at 12:30 p.m.

There being no further business, the meeting was adjourned at 9:07 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

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

DATE AND TIME: WEDNESDAY, JUNE 29, 2016, AT 12:30 P.M.

LOCATION: ASHEBORO CITY HALL COUNCIL CHAMBER

A special meeting of the Asheboro City Council will be held on June 29, 2016, at 12:30 p.m. in the Asheboro City Hall Council Chamber, 146 North Church Street, Asheboro, North Carolina 27203. The purpose of this special meeting is to conduct the following business:

1. Consideration of approving a consent agenda with the following items: (a) An acknowledgment of the receipt from the Asheboro ABC Board of its meeting minutes for May 2, 2016; (b) Approval of Change Order No. 5 (Final) for the Wastewater Treatment Plant Digester Gas-Holder Cover and Mixing System Project; (c) Adoption of an ordinance to amend the General Fund budget for fiscal year 2015-2016; (d) Adoption of an ordinance to amend the Water and Sewer Fund budget for fiscal year 2015-2016; and (e) Adoption of an ordinance to amend the budget for the Sunset Theatre Project Fund (Fund # 67);
2. Consideration of the adoption of the City of Asheboro Budget Ordinance for Fiscal Year 2016-2017; and
3. Consideration of the adoption of an ordinance to amend the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments for Fiscal Year 2016-2017.

This special meeting notice is issued on the 24th day of June, 2016.

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

#

**SPECIAL MEETING
ASHEBORO CITY COUNCIL
COUNCIL CHAMBER, MUNICIPAL BUILDING
WEDNESDAY, JUNE 29, 2016
12:30 p.m.**

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

- David H. Smith) – Mayor Presiding
- Clark R. Bell)
- Edward J Burks)
- Linda H. Carter)
- Walker B. Moffitt) – Council Members Present
- Jane H. Redding)
- Katie L. Snuggs)
- Charles A. Swiers)

John N. Ogburn, III, City Manager
Holly H. Doerr, CMC, NCCMC, City Clerk
Michael L. Leonard, P.E., City Engineer
Deborah P. Reaves, Finance Director
Jeffrey C. Sugg, City Attorney

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. Consent agenda.

Upon motion by Mr. Burks and seconded by Mr. Swiers, Council voted unanimously to approve/adopt, as presented, the following consent agenda items.

- (a) Acknowledgment of the receipt from the Asheboro ABC Board of its meeting minutes for May 2, 2016.**

A copy of the Asheboro ABC Board's meeting minutes is on file in the city clerk's office.

- (b) Change Order No. 5 (Final) for the Wastewater Treatment Plant Digester Gas-Holder Cover and Mixing System Project.**

The approved change order decreased the current contract price of \$864,249.16 by \$8,200.00. With this final change order, the contract price will be \$854,049.16.

A copy of the Change Order referenced above is on file in the city clerk's office.

- (c) An ordinance to amend the General Fund budget for fiscal year 2015-2016.**

13 ORD 6-16

ORDINANCE TO AMEND THE GENERAL FUND FY 2015-2016

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:

Section 1: That the following Expense line item be increased / (decreased):

<u>Account #</u>	<u>Expense Description</u>	<u>increase / (decrease)</u>
10-410-4700	Elections & Referendums	6,000
10-510-5800	Workers Compensation	(26,000)
10-490-4500	Contr. Svcs. -Redevelopment Activities	20,000
	Increase / (Decrease)	0

Adopted this 29th day of June, 2016.

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

ATTEST:

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

- (d) An ordinance to amend the Water & Sewer Fund budget for fiscal year 2015-2016.**

14 ORD 6-16

ORDINANCE TO AMEND THE WATER & SEWER FUND FY 2015-2016

WHEREAS, The City Council of the City of Asheboro desires to amend the budget as required by law to adjust for changes in revenues and 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:

67-830-0000	Contribution to GF- Debt service	86,969	609,684
	Total	43,584	

Adopted this the 29th day of June, 2016

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

ATTEST:

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

3. Presentation and adoption of the proposed City of Asheboro Budget Ordinance for Fiscal Year 2016-2017.

Ms. Reaves presented and recommended adoption, by reference, of the City of Asheboro Budget Ordinance for Fiscal Year 2016-2017.

Upon motion by Ms. Carter and seconded by Mr. Bell, Council voted unanimously to adopt the following ordinance by reference.

16 ORD 6-16

**CITY OF ASHEBORO
BUDGET ORDINANCE**

BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina in session assembled:

Section 1: The following amounts are hereby appropriated in the General Fund for the operation of the city government and its' activities for the fiscal year beginning July 1, 2016 and ending June 30, 2017, in accordance with the chart of accounts heretofore established for this City:

<u>ACCOUNT</u>	<u>DEPARTMENT OR FUNCTION</u>	<u>APPROPRIATION</u>
10-410	Mayor and Governing Body	139,485
10-420	City Manager's Office	205,460
10-440	Finance Office	456,304
10-450	Legal & City Clerk	170,152
10-480	Information Technology	188,537
10-490	Planning/Community Development	619,192
10-495	Marketing & Communication	66,782
10-500	Municipal Building Headquarters	133,050
10-510	Police Department	7,867,918
10-530	Fire Department	4,156,965
10-540	Building Inspections Department	158,144
10-545	Fire Inspections Department	184,769
10-550	Operations Division - Public Works	992,925
10-555	Fleet Maintenance	1,236,872
10-565	Street Maintenance	2,386,065
10-575	City Engineer Office	195,236
10-580	Environmental Services	1,902,434
10-585	Recycling Transfer Station	185,681
10-590	Human Resources	483,345
10-615	Arts & Cultural Services	602,359
10-620	Recreation Services	1,056,952
10-625	Municipal Golf Course	202,313
10-630	Library	117,450
10-640	Facilities Maintenance	1,791,729
10-650	Airport Authority	78,250
	Total Appropriations	25,578,369

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Ad Valorem Taxes (Real & Vehicle)	14,710,174
Tax Penalties & Interest	53,000
Penalties & Interest- vehicles	10,081
Tax on Short Term Rental Vehicles	28,803

ABC Board Revenue	197,000
Beer & Wine Tax Revenue	100,000
Time Warner Cable TV Franchise	29,000
Concessions and Merchandise	55,700
Contracted Maintenance NCDOT	32,000
Utilities Franchise Tax - State	2,100,000
Powell Bill Allocation - State	675,000
Local Sales Tax & Hold Harmless Funds	4,560,000
Building Permits	50,000
Inspection Fees	45,000
Rezoning, Stone, Burial Fees & Cemetery Fees	20,000
Court Costs, Fees & Charges, parking fees	5,000
Charges for Services - Refuse Collection	1,820,000
Recycling Revenues	13,000
Recreation Program Revenues	330,200
Sales of Fixed Assets / Materials	10,000
Proceeds of Lease Purchase Financing	331,331
Reimbursement from Asheboro City Schools –SRO Officers	240,000
All Other Revenues	163,080
Fund Balance Allocation	0
Total Estimated Revenues	25,578,369

Section 3: There is hereby levied a tax at the rate of sixty six and a half cents (\$.665) per one hundred (\$100) valuation of property as listed for taxes as of January 1 for the purpose of raising the revenue listed as " Current Year's Taxes" in the General Fund in Section 2 of this ordinance.

This rate is based on a total valuation of property for the purposes of taxation of \$2.2 billion, and an estimated rate of collection of 97.0%.

Section 4: The following General Fund Fees are hereby adopted for provision of services by the city government for the fiscal year beginning July 1, 2016.

Sanitation Department Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
90 Gallon Residential Garbage Can / per month	\$12
90 Gallon Commercial Can / per month	\$12
90 Gallon Residential Recycle Can / per month	\$2
90 Gallon Commercial Recycle Can / per month	\$2
Residential Dumpster / per pick-up	\$31
Commercial Dumpster / per pick-up	\$31
Above Dumpsters billed <u>monthly</u> based on annualized collection schedule	
Missed Residential Dumpster / per pick-up	\$40
Missed Commercial Dumpster / per pick-up	\$44
Compaction Dumpster / per pick-up	\$44
Missed Compaction Dumpster / per pick-up	\$54
Dumpster Rent / per month	\$21
Dumpster Clean / Replace / each	\$100
Cardboard Dumpster / per pick-up	\$20
Recycling Dumpster / per pick-up	\$20
Yard Waste Collection per scoop	
First and Second scoop*	\$0
Each scoop thereafter*	\$12
*Applicable to brush that is within specifications	
Waste left in ditch, curb or street per scoop	\$24
Waste out of Specs per scoop	\$24
Waste after hours / emergency collection- cost per scoop	\$50
Tires Collection / each	\$5
C&D /Building Materials / per scoop	\$20
Curb side pick-up	\$10
Electronics Collection	\$10
White Goods Collection	\$10

Recycling Transfer Station Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Tipping Fee per Ton	\$48

Planning Department Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Rezoning	\$200
Text Amendment (Ordinance, use list)	\$200
Map of CU district Only	\$200
SU/CU Permit or amendments	\$350
BOA: Appeal	\$0
Variance	\$250
Interpretation	\$250
Watershed Permit	\$25
Flood Zone Permit	\$75
Zoning Compliance Permits:	
SF Res	\$25
Duplex	\$100
MF Res	\$250
Commercial	\$250
Industrial / Institutional	\$250
SF Accessory Structure	\$25
Accessory Structure Commercial	\$50
Accessory Structure Industrial	\$50
Accessory Structure Institutional	\$50
Soil Evaluation	\$10
Change Occupancy	\$25
Change Use	\$250
Sign / sign type	\$25
Land Disturbance Permit	\$50
Temp Produce/Seasonal Sales Permit	\$50
Limited Duration Event Permit	\$50
Certificate of Zoning Compliance:	
SF Res	\$25
Duplex	\$25
MF Res	\$50
Commercial	\$100
Industrial	\$100
Change use	\$100
Subdivision	
Sketch	\$100
Preliminary	\$200
Final	\$200 + \$25 per lot
Minor	\$100
Zoning Verification Official Letter	
Residential	\$25
Non-Residential	\$75

Inspection Department Permit Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Building Permit	\$5/\$1000 up to \$150,000; \$1.50/\$1,000 thereafter
Minimum Permit	\$30
Minimum Sign	\$30
Non-bid Jobs (new)	\$40/ sq. ft
Habitable Space	\$20/ sq. ft
Mobile Home	\$100
Swimming Pool	\$100
Demolition	\$60
Relocate Structure	\$120
Plumbing Permit	\$5 per fixture, \$30 minimum
Sewer Line: House	\$30
Sewer Line: Commercial/Large	\$100
Heating/ AC Permit	
Boiler	\$0.0005/BTU
Gas Line-Residential	\$30
Gas Line-Commercial	\$50
Gas Furnace/Gas Pack	\$50
Gas Furnace / Gas Pack and AC up to 5 tons	\$100
Additional per ton over 5	\$10
Heat Pump	\$50

Mini Split	\$30
Oil Furnace	\$50
Refrigeration Units	
Minimum Permit	\$30
Per additional unit over 3	\$10

CHANGE OUTS

Unit Change out (no duct work)	
Residential	\$25
Commercial	\$50
Commercial Grease Hood	\$50
Mobile Home Heating/ AC Unit	\$40
Gas Appliances	\$10 each
Minimum Permit	\$30

Electrical Permits	
Temporary service	\$30
Residential	\$50
Commercial	\$100 first 5000 sq ft \$5/1000 sq ft thereafter
Service Change	\$30
Electric Repair	
Residential	\$30
Commercial	\$50
Generator Installation	\$30
Mobile Home Service	\$50
Sign	\$30
Duplex	\$100
Apartments (each)	\$40
Minimum Permit	\$30
*Fee for work started without permit	\$100 maximum

*The Inspection Department permit fee for work started without required permit(s) shall be double the amount above, up to a maximum of \$100, per project notwithstanding the number of permits required.

** A \$35 re-inspection fee may be assessed for a second and any subsequent failed inspections.

Fire Inspection Department Penalties:

Penalties

Non-Life Safety / offense /day until corrected before re-inspection	\$50
Non-Life Safety/offense/day until corrected after re-inspection	\$100
Non-Occupancy Life Safety / offense /day until corrected before re-inspection	\$150
Non-Occupancy Life Safety/offense/day until corrected after re-inspection	\$300
Occupancy Life Safety / person over limit	\$100
Exit Life Safety/ locked, blocked, obstructed exit	\$500

*The Fire Inspection Department permit fee for work started without required permit(s) shall be double the amount above, up to a maximum of \$100, per project notwithstanding the number of permits required.

Parks & Recreation Fees:

<u>Facility/Activity</u>	<u>Service</u>	<u>City Resident</u>	<u>Non-Resident</u>
Lake Lucas:			
	Daily Fishing Permit	\$3	\$4
	Annual Fishing Permit	\$35	\$50
	Daily Jon Boat Rental	\$8	\$12
	Daily Canoe / Kayak Rental	\$6	\$10
	Daily Kayak/Canoe Launch	\$2.50	\$3.50
	Annual Kayak/Canoe Launch	\$35	\$50
	Daily launch fee	\$7	\$9.50
	Annual launch fee	\$100	\$135
	Kayak Rental Spaces	\$30	\$50
	Boat Rental Spaces	\$75	\$125
Lake Reese:			
	Daily launch fee	\$7	\$9.50

	Daily Kayak/Canoe Launch	\$2.50	\$3.50
	Annual Kayak/Canoe Launch	\$35	\$50
	Annual launch fee	\$100	\$135
	Daily Duck hunting (per boat)	\$12.50	\$16
Baseball/Softball Field Rental:			
	Rental per Hour (no lights)	\$15	\$20
	Light Fee per hour	\$10	\$15
	Tournament rental per weekend		
	One Field	\$175	\$255
	Two Fields	\$300	\$400
	Concession Stand/Restroom	\$50	\$65
	Additional Maintenance	\$45	\$60
Youth Sports Fees:			
	Registration fee	\$30	\$50
	Late fee applied after registration deadline	\$10	\$10
Sunset Theatre Rentals- Applies to All			
	Security Deposit	\$100	
	Dark/Rehearsal	\$60	
	Non-Profit- Single Day	\$175	
	General Meeting/Party Rental (4 hour max)	\$100	
	Private Event	\$300	
	Commercial/ For Profit	\$450	
Rotary Pavilion at Bicentennial Park Rental			
	Security Deposit	\$75	\$75
	Daily Rate	\$325	\$400
	Non-Profit Government Rate	\$225	\$225
Skate Park			
	Daily admission	\$1	\$2
	15 admissions pass	\$10	\$25
	1 year unlimited pass	\$150	\$300
Room Rental (Skate Park & Sunset Theatre annex)			
	1 hour	\$20	\$25
	½ day	\$60	\$75
	Full day	\$100	\$125
Shelter Rental			
	Memorial Park: 10am-3pm; 3:30pm-dark	\$18	\$35
	Full day	\$35	\$70
	All other Parks: 10am-3pm; 3:30pm-dark	\$10	\$20
	Full day	\$20	\$40
Tennis Courts			
	Lights per hour per court	\$3	\$4
Pools:			
	Public Swim (day)		
	2 years & under w/ paying adult	\$0	\$0
	3 years & older	\$2.50	\$3.25
	Groups (15+)	\$2	\$2.75
	Public Swim (night)		
	2 years & under w/ paying adult	\$0	\$0
	3 years & older	\$2	\$2.75
	Public Lap Swim	\$1	\$1.75
	Public Senior Swim	\$1	\$1.75
	Swimming lessons (group)	\$25	\$30
	Swimming lessons (private)	\$50	\$60
	Swim Pass (15 admissions)	\$30	\$40
	Pool Rental (2 hr min) 0-49	\$150	\$225
	Pool Rental (2 hr min) 50+	\$200	\$300
Golf Course:			
	Walking Only	\$8	\$10
	Riding 9 holes- w/ green fees	\$15	\$18
	Riding 18 holes- w/ green fees	\$21	\$25
	Twilight (after 3pm) 18 holes w/ green fees	\$16	\$20
Membership Fees			
	Junior (Summer June-August)	\$75	\$125
	Individual	\$365	\$465
	Senior	\$290	\$390
	Senior Couple	\$475	\$575
	Family	\$600	n/a
	Member Cart Fees		
	Nine holes	\$6	\$7
	Eighteen holes	\$11	\$13
Disk Golf Course			
	Tournament Rental per day (8 hrs)	\$100	\$175

**City Resident/Non-Resident rates are established according to the residence of the individual.
City Residents need to obtain a REC card to receive the City Resident Rate.

Downtown Farmer's Market Daily Fee	Member \$5	Additional Space \$10
Running / Walking Events	Non-Profit Fee	Event Fee
Bicentennial Park Certified 5K Course	\$225.00	\$300.00
Memorial Park Certified 5K Course	\$300.00	\$400.00
Memorial Park Certified 10K Course	\$375.00	\$500.00
Non Conforming Courses (need approval)	\$525.00	\$700.00

Running / Walking Event fees are in addition to the Facility Rental Fees of each park.

Section 5: The following amounts are hereby appropriated in the Water and Sewer Fund for the operation of the city government and its' activities for the fiscal year beginning July 1, 2016 and ending June 30, 2017, in accordance with the chart of accounts heretofore established for this City:

<u>ACCOUNT</u>	<u>DEPARTMENT OR FUNCTION</u>	<u>APPROPRIATION</u>
30-720	Billing and Collecting	380,459
30-810	Water Meter Operations	733,305
30-820	Water Supply and Treatment	2,783,363
30-830	Wastewater Treatment	3,799,665
30-840	Water Maintenance	1,527,799
30-850	Wastewater Maintenance	1,286,239
30-860	Technical Services	199,291
30-870	Systems Maintenance	1,257,967
30-880	Water Quality	658,944
	Total Appropriations	12,627,032

Section 6: It is estimated that the following revenues will be available in the Water and Sewer Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Sale of Water	6,578,162
Sewer Charges	5,136,000
Sampling and Monitoring Fees	25,000
Surcharges	100,000
Septic Tank Discharges	43,000
Water and Sewer Connection Fees	43,000
Late & Return Check Fees	365,500
Other Revenues	178,300
Retained Earnings	158,070
Total Estimated Revenues	12,627,032

Section 7: The following Water & Sewer Fund Fees are hereby adopted for provision of services by the city government for the fiscal year beginning July 1, 2016.

Water and Sewer Billing Department

<u>SERVICE</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
Monthly Cost		
Water Minimum Fee	\$13.91	\$34.78
Sewer Minimum Fee	\$17.18	\$42.95
Above referenced minimum bill includes 150 cubic ft usage		
Consumption Fee- above min. for all above referenced customers		
Water-per 100 cu. ft. over 150 cu. ft.	\$2.74	\$6.85
Sewer-per 100 cu. ft. over 150 cu. ft.	\$2.81	\$7.03
Water Only Service (metered)		
Minimum fee (includes 150 cf. usage)	n/a	\$34.78
Consumption Fee per 100 cf over min	n/a	\$6.85

Sewer Only Service (metered)		
Minimum fee (includes 150 cf. usage)	\$17.18	\$42.95
Consumption Fee per 100 cf over min	\$2.81	\$7.03
Sewer Only Service (non-metered)	\$22.80	\$45.60
Deposit for Service	\$140	\$160
Deposits on accounts are applied to final bill upon termination of service		
Low Pressure Sewer System (per pump)	\$10	
Fees:		
Return Check/Draft Fee	\$35	\$35
Partial Payment Fee	\$10	\$10
Tamper Fee- First Occurrence	\$150	\$150
Tamper Fee- Second Occurrence	\$500	\$500
Late payment charge* - tier 1	\$10	\$10
Late payment charge* - tier 2	\$20	\$20
Cleaning / Inspection connection	\$10	\$10

* Payments must be received by 5:00 pm on the due date to avoid the late payment charge.
Payments "in route" are subject to the late fee as they are not yet received.

Water and Sewer Maintenance Department

<u>SERVICE</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
Water Tap Rates		
3/4" Complete Service	\$2,000	\$3,000
1" Complete Service	\$2,450	\$3,675
1 1/2" Complete Service	\$4,100	\$6,150
2" Complete Service	\$4,200	\$6,300
3/4" New Tap	\$1,000	\$1,500
1" New Tap	\$1,225	\$1,838
1 1/2" New Tap	\$2,050	\$3,075
2" New Tap	\$2,100	\$3,150
3/4" New Meter, Setter, Box	\$1,000	\$1,500
1" New Meter, Setter, Box	\$1,225	\$1,838
1 1/2" New Meter, Setter, Box	\$2,050	\$3,075
2" New Meter, Setter, Box	\$2,100	\$3,150
3/4" New Meter, existing svc.	\$250	\$375
1" New Meter, existing svc.	\$400	\$600
1 1/2" New Meter, existing svc.	\$600	\$900
2" New Meter, existing svc.	\$750	\$1,125
Services not listed	Cost	Cost plus 50%
Sewer Tap Rates		
4" Complete Service	\$1,300	\$3,250
6" Complete Service	\$1,700	\$4,250
Services not listed	Cost	Cost plus 100%

Grinder Pump Station Install for low pressure sewer system inside City Limits: \$8000

Water Resources Division Fees

<u>WATER/WASTEWATER PARAMETER ANALYSIS</u>			
<u>Parameter</u>	<u>Cost/Analysis</u>	<u>Parameter</u>	<u>Cost/Analysis</u>
Acidity	\$8.00	Nitrite Nitrogen	\$15.00
Alkalinity	\$10.00	Total Kjeldahl Nitrogen	\$18.00
Ammonia Nitrogen	\$18.00	Phosphorus - Total	\$15.00
BOD (5-day)	\$25.00	Phosphorus - Ortho	\$12.00
Chlorine	\$10.00	pH & Temperature	\$8.00
ULR Chlorine	\$15.00	Total Solids	\$10.00
Chloride	\$15.00	Total Suspended Solids	\$10.00

COD	\$20.00	Settleable Solids	\$8.00
Conductivity	\$10.00	Sulfate	\$15.00
Cyanide	\$30.00	TOC	\$30.00
Dissolved Oxygen	\$8.00	Turbidity	\$10.00
DOC	\$40.00	UV254	\$25.00
Fluoride	\$15.00	Fecal Coliform	\$30.00
Hardness - Total	\$12.00	E-coli (P/A)	\$25.00
Hardness - Calcium	\$12.00	Total Coliform (P/A)	\$25.00
Hardness - Magnesium	\$10.00	Heterotrophic Plate Count	\$25.00
Nitrate Nitrogen	\$20.00	Source Water (Quanti-Tray)	\$30.00

METALS ANALYSIS

Parameter	Cost/Analysis	Parameter	Cost/Analysis
Aluminum	\$25.00	Manganese	\$20.00
Arsenic	\$20.00	Mercury	\$30.00
Cadmium	\$20.00	Molybdenum	\$20.00
Chromium	\$20.00	Nickel	\$20.00
Copper	\$20.00	Selenium	\$20.00
Iron	\$20.00	Silver	\$20.00
Lead	\$20.00	Zinc	\$20.00

Analysis fees not specified herein will be provided by commercial laboratory at contracted cost

Water Resources Division Fees (continued)

LABORATORY/COMPOSITE SAMPLING CHARGES

Parameter	Cost/Analysis	Parameter	Cost/Analysis
Thermometer Certification (NIST)	\$25.00	Annual Curve – Spec Parameter	\$100.00
Sampling Cost per day for sites requiring City provided flow proportional sampler	\$55.00	Sampling Cost per day for sites with customer provided flow proportional sampler	\$30.00

HAULED WASTEWATER CHARGE

Parameter	Cost/Analysis	Parameter	Cost/Analysis
Any tanker truck size up to 2,500 gallons/load (excludes Recreational Vehicles)	\$65.00	Recreational Vehicle Tank	\$10.00

INDUSTRIAL SURCHARGES

All industrial users of the POTW are subject to industrial waste surcharges on discharges, which exceed the following levels:

Parameter	First Limit	Charges per Pounds In Excess
BOD	300 mg/l	\$0.15
COD	750 mg/l	\$0.06
TSS	300 mg/l	\$0.31
TKN	45 mg/l	\$0.92

Section 8: The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. He/she may transfer between line item expenditures within a department without limitation and without a report being required.
- b. He/she may transfer amounts between departments, within the same fund. He/she must make an official report on such transfers in excess of \$5,000 at the next regular meeting of the Governing Board.
- c. He/she may not transfer any amounts between funds, except as approved by the Governing Board in the Budget Ordinance as amended.

Section 9: The Budget Officer may make cash advances between funds for periods not to exceed 60 days without reporting to the Governing Board.

Section 10: Copies of this Budget Ordinance shall be furnished to the City Clerk, to the Governing Board and to the Budget Officer and Finance Officer to be kept on file by them for their direction in the disbursement of funds. A copy will also be available at the City of Asheboro website- www.asheboronc.gov or www.ci.asheboro.nc.us

TOTAL GROSS BUDGET \$38,205,401

Adopted this the 29th day of June 2016.

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

ATTEST:

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

4. Presentation of a request for adoption of an ordinance amending the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments for fiscal year 2016-2017.

Mr. Sugg presented and recommended adoption, by reference, of an ordinance amending the schedule of deposits, fees, and charges administered by the Cultural and Recreation Services Departments for fiscal year 2016-2017.

Upon motion by Mr. Bell and seconded by Ms. Carter, Council voted unanimously to adopt the following ordinance by reference.

ORDINANCE NUMBER 17 ORD 6-16

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Amendments to the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments for Fiscal Year 2016-2017

WHEREAS, Section 98.01 (Adoption by Reference) of the Code of Asheboro provides that the City of Asheboro Cultural and Recreation Services Policy Manual (the "Manual") has been adopted by the Asheboro City Council by reference and made a part of the Code of Asheboro; and

WHEREAS, Section 19.2 of the Manual provides for a Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments (the "Schedule of Fees") that is to be approved by the Asheboro City Council and maintained in the offices of the city clerk and the recreation services superintendent; and

WHEREAS, during a special meeting held on June 29, 2016, the Asheboro City Council adopted a budget ordinance for fiscal year 2016-2017; and

WHEREAS, certain provisions in the Schedule of Fees must be amended to properly implement the legislative decisions made by the City Council with the adoption of the budget ordinance for fiscal year 2016-2017; and

WHEREAS, the amended Schedule of Fees that reflects the budget decisions made by the City Council with the adoption of the city's budget ordinance for fiscal year 2016-2017 is attached hereto as EXHIBIT 1 and is hereby incorporated into this Ordinance by reference as if copied fully herein; and

WHEREAS, the City Council has concluded that it is proper to give final approval to the amended Schedule of Fees found in the attached EXHIBIT 1;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina that, effective July 1, 2016, the attached EXHIBIT 1 with the amended Schedule of Fees for fiscal year 2016-2017 is hereby approved; and

BE IT FURTHER ORDAINED by the City Council of the City of Asheboro, North Carolina that the said amended Schedule of Fees shall be in full force and effect on and after July 1, 2016, and that all previously adopted ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed effective July 1, 2016.

This Ordinance was adopted by the Asheboro City Council in open session during a special meeting held on the 29th day of June, 2016.

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

ATTEST:

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

[The fee schedule attached to the adopted ordinance as EXHIBIT 1 is on file in the City Clerk's office. The amounts of the cultural and recreation services fees are also listed in the budget ordinance adopted under item number 3 of the agenda for this meeting.]

There being no further business, the meeting was adjourned at 12:56 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 June 7, 2016

The Asheboro ABC Board met on June 7, 2016, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

Present were Chair Brooke Schmidly, Board Member Steve Knight, 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 the Chair and Board member voiced having no conflict, and there being no objection, the agenda was adopted.

The Board reviewed and there being no objection, approved the Minutes from the May 2, 2016, Board meeting.

Steve Knight and the GM reviewed Board finances and reported all finances remain consistent. The Board's current bank balances and accounts payable reports were also reviewed. After discussion, Knight moved to disburse an additional \$150,000 end of the year distribution to the City of Asheboro. This will bring the 2015-16 annual distribution to \$336,000.00, an increase of \$50,000 over FY 2014-15.

Budget Hearing (§18B-702):

Board members acknowledged receipt of the Budget Message and Proposed Budget for Fiscal Year 2016-2017 sent by the GM via email May 26, 2016. The GM confirmed public notice of the Board's June 7, 2016, budget hearing was in the Courier-Tribune and posted outside the Board's office door providing the notice required by §18B-702(e).

No members of the public were present at the Budget Hearing and the GM reported no members of the public had contacted the GM concerning the budget prior to the hearing.

The Board reviewed the proposed budget and the GM discussed possible adjustments and alternatives the Board could consider. After review and discussion, several adjustments were made to the budget including an increase of the Board's monthly distribution to the City of Asheboro by \$1,000.00 per month (from \$186,000 to \$198,000 per year) and a pay equity adjustment for all employees except the GM and Board Members. The 2016-17 Budget as adjusted was presented to and accepted by the Board.

Upon motion by the Chair, the Board unanimously approved and adopted the budget as adjusted and made pay equity adjustments effective with the Board's next payroll. A copy of the approved budget is attached hereto and incorporated herein by reference as "Asheboro ABC Board Annual Budget for Year 2016-2017."

The Asheboro ABC Board Meeting Schedule for FY 2016-17 was set by the Board. A copy of the Meeting Schedule is attached hereto and incorporated herein by reference as "Asheboro ABC Meeting Schedule for FY 2016-17." The GM will post the schedule outside the Board's office door.

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

1. Asheboro ABC sales statistics comparing:

- April 2016 sales with the previous month indicate:
 - An overall +.4% change (all sales and tax collections)
- April 2016 sales with sales from the same month last year indicate:
 - Retail Sales +10.0% (\$249,928.70)
 - Mixed Beverage Sales: +5.9% (\$29,993.70)
 - Sales Tax Collections: +10.5% (\$17,514.84)
 - Overall Collections: +9.6% (\$297,437.24)
- April 2016 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +7.6%
 - Mixed Beverage Bottle Sales: -.3%
 - Overall Bottle Sales: +7.1%

2. Asheboro ABC sales statistics comparing:

- May 2016 sales with the previous month indicate:
 - An overall -3.5% change (all sales and tax collections)
- May 2016 sales with sales from the same month last year indicate:
 - Retail Sales -1.6% (\$240,752.91)
 - Mixed Beverage Sales: -2.1% (\$29,422.91)
 - Sales Tax Collections: -1.3% (\$16,833.17)
 - Overall Collections: -1.6% (\$287,008.99)
- May 2016 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: -1.6%
 - Mixed Beverage Bottle Sales: -2.1%
 - Overall Bottle Sales: -1.6%

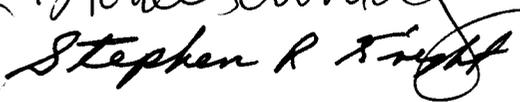
The next regular Asheboro ABC Board meeting will be held Monday, July 11, 2016, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board

7-11-16

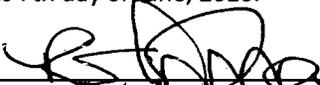

GM

ASHEBORO ABC BOARD
ANNUAL BUDGET FOR FISCAL YEAR
FY 2016-17

Sales		3,300,000.00
Other Income		240.00
	Total	\$3,300,240.00
Less Taxes		792,060.00
	Net Sales	\$2,508,180.00
Less Cost of Sales		1,726,030.75
	Gross Profit	\$782,149.25
Less:		
<u>Operating Expenses</u>		
Salaries, benefits and fees		297,545.60
Payroll taxes		23,803.65
Rent		64,800.00
Repairs and maintenance		7,000.00
Utilities		16,500.00
Insurance - general and bonds		17,000.00
Supplies and janitorial		9,000.00
Travel and training		4,000.00
Professional services		8,500.00
Dues and subscriptions		1,000.00
Bank fees and charges		35,500.00
Miscellaneous & Contingencies		5,500.00
	Total Operating Expenses	\$490,149.25
	Operating Income	\$292,000.00
Less:		
<u>Capital Expenditures</u>		
Future Facility Fund		40,000.00
Capital Improvements		18,000.00
	Total Capital Expenditures	\$58,000.00
Net Income before Distributions		\$234,000.00
Less:		
<u>Distributions</u>		
Law Enforcement		17,000.00
Alcohol Education and Rehab		19,000.00
City of Asheboro General Fund		198,000.00
	Total Distributions	\$234,000.00
Net Income after Distributions		0

Adopted by the Asheboro ABC Board this 7th day of June, 2016.



 Rodney Johnson, General Manager



Phone (336) 629-2530 • Fax (336) 629-2704

700 South Fayetteville Street, Asheboro, NC 27203

NOTICE

ASHEBORO ABC BOARD MEETING SCHEDULE FOR FISCAL-YEAR 2016-2017

**REGULAR MONTHLY MEETINGS OF THE ASHEBORO ABC BOARD
WILL BE HELD AT 5:30 PM, IN THE ABC STORE BOARD MEETING
ROOM, 700 SOUTH FAYETTEVILLE STREET, ASHEBORO, NC, ON
THE FOLLOWING DATES:**

July 11, 2016

August 1, 2016

September 6, 2016

October 3, 2016

November 7, 2016

December 5, 2016

January 2, 2017

February 6, 2017

March 6, 2017

April 3, 2017

May 1, 2017

June 5, 2017

**J. Brooke Schmidly, Chair
Asheboro ABC Board
June 7, 2016**

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION APPOINTING J. BROOKE SCHMIDLY TO A NEW
THREE-YEAR TERM OF OFFICE ON THE ASHEBORO ABC BOARD
AND CONFIRMING HER CONTINUING DESIGNATION AS CHAIR OF
THE ASHEBORO ABC BOARD**

WHEREAS, in accordance with Section 18B-700 of the North Carolina General Statutes, the Asheboro ABC Board consists of three (3) members that are appointed by the Asheboro City Council; and

WHEREAS, Section 18B-700(a) of the North Carolina General Statutes provides in pertinent part as follows:

One member of the initial board of a newly created ABC system shall be appointed for a three-year term, one member for a two-year term, and one member for a one-year term. As the terms of the initial board members expire, their successors shall each be appointed for three-year terms. The appointing authority shall designate one member of the local board as chairman; and

WHEREAS, J. Brooke Schmidly was first appointed to the Asheboro ABC Board for a two-year term on August 12, 2008, when the initial local board was appointed by the Asheboro City Council; and

WHEREAS, at the conclusion of her initial two-year term, Ms. Schmidly was appointed, effective August 12, 2010, to a three-year term of office on the Asheboro ABC Board; and

WHEREAS, when the initial Board Chair, the Honorable Russell G. Walker, Jr., announced that he did not wish to be reappointed to the Asheboro ABC Board for another term, this Council designated, effective August 13, 2012, J. Brooke Schmidly as Board Chair; and

WHEREAS, at the conclusion of her first three-year term, Ms. Schmidly was appointed, effective August 12, 2013, to her second three-year term of office on the Asheboro ABC Board; and

WHEREAS, from the time of its initial creation to the present, the Asheboro ABC Board has performed its duties in a very efficient and professional manner; and

WHEREAS, the Asheboro City Council believes that it is in the best interest of the Asheboro ABC system and the municipal corporation to reappoint Ms. Schmidly to the Asheboro ABC Board for another three-year term and to continue her designation as Board Chair; and

WHEREAS, Ms. Schmidly has expressed a willingness to continue her service on the Board;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that, effective August 12, 2016, J. Brooke Schmidly is appointed to a new three-year term of office on the Asheboro ABC Board; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that, effective August 12, 2016, the continuing validity of the designation of J. Brooke Schmidly as the member of the Asheboro ABC Board who is to serve as the Board Chair is confirmed.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 14th day of July, 2016.

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

ATTEST:

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

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION EXPRESSING THE CITY COUNCIL’S CONCURRENCE
WITH THE NEWLY REVISED CITY OF ASHEBORO EMPLOYEE
POLICIES AND PROCEDURES MANUAL**

WHEREAS, the City of Asheboro Employee Policies and Procedures Manual (formerly known as the City of Asheboro Personnel Policies and Procedures Manual and hereinafter referred to as the “Manual”) was originally promulgated by the city manager and approved by resolution of the Asheboro City Council on March 4, 2004; and

WHEREAS, subsequent to March 1, 2016, which was the effective date of the most recent revision of the Manual, the city manager amended the Manual in an effort to enhance the clarity of the city’s policy for the reporting of work-related injuries and accidents; and

WHEREAS, the most recent amendment to the Manual was accomplished by adding a new “Section 7” to Article VI of the Manual, which pertains to general workplace policies and conditions of employment; and

WHEREAS, the proposed new section in Article VI of the Manual, which has a proposed effective date of August 1, 2016, is copied in its entirety hereinbelow; and

WHEREAS, the Asheboro City Council has concluded that the city manager’s decision to update the Manual is consistent with best practices for the municipal corporation’s human resources system and safety program;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that it hereby concurs with the decision by the city manager to promulgate the following new section in Article VI of the City of Asheboro Employee Policies and Procedures Manual:

Section 7. Work-Related Injuries and Accidents Policy

The City of Asheboro places the highest priority on creating and maintaining a safe work environment. The establishment of a consistently safe workplace is essential to the city’s operations and to the city’s commitment to comply with all applicable laws pertaining to safety in the workplace. In furtherance of the commitment to create a safe work environment, employees are expected to assist the city in maintaining safe working conditions. The provisions found in this section apply to all employees while at work or engaged in work-related activities.

Employees are expected to follow common-sense safety practices and to correct or report any unsafe condition to their supervisors. Similarly, employees are required to report any work-related accidents, injuries, and illnesses to their supervisors. The detailed reporting procedures and safety policies for varying subject areas with which employees are required to comply are stated in the City of Asheboro Safety Policy Manual (the “Safety Manual”).

The Safety Manual shall be available for review by employees upon request. Any difficulty encountered by an employee in accessing the Safety Manual shall be reported immediately to the employee’s supervisor. With respect to any safety related concern, an employee is authorized to communicate with the Safety Coordinator, Human Resources Director, and/or City Manager without fear of facing disciplinary action for violating the “chain of command.”

Employees are expected to report to work during each scheduled workday able to safely and competently perform their job duties. If employees are unable to safely or competently perform their job duties for any reason, they are required to inform their supervisors. Additionally, employees who observe or experience unsafe working conditions have the right, and are required, to immediately report the unsafe working condition(s) to their supervisors.

All work-related accidents, injuries, and illnesses, even those that may not initially be deemed to be serious, must be reported immediately to supervisors. Employees who experience a work-related accident, injury, or illness will be required to complete the appropriate forms and to cooperate with the city’s efforts to comply with the applicable recording, reporting, and investigation obligations.

The city can only become a safer and healthier place for everyone to work by gaining full knowledge of every workplace accident, injury, or illness. Employees’ notification to the city of unsafe work conditions or of workplace injuries or illnesses is essential.

Employees are hereby assured that they will not be penalized in any way for reporting unsafe working conditions or for reporting work-related injuries or illnesses. All employees have the right to report unsafe working conditions or to report a work-related injury or illness.

All employees have the right to address any questions about this policy to the Safety Coordinator, Human Resources Director, and/or the City Manager.

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that the concurrence of the governing board with the promulgation of the above-stated Section 7 of Article VI in the City of Asheboro Employee Policies and Procedures Manual will be effective as of 12:01 a.m. on August 1, 2016.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 14th day of July, 2016.

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

ATTEST:

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

BLOCK GRANT/NON PRIMARY ENTITLEMENT AGREEMENT

STATE AID TO AIRPORTS BLOCK GRANT

AIRPORT: **ASHEBORO**

BETWEEN

REGIONAL AIRPORT

THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA

AND

PROJECT NO: **36237.23.13.1**

CITY OF ASHEBORO

THIS AGREEMENT made and entered into this the _____ day of _____, 20_____, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **CITY OF ASHEBORO**, the owner of **ASHEBORO REGIONAL AIRPORT** (hereinafter referred to as "Sponsor").

WITNESSETH

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department to administer a program of State Aid to Airports, subject to the limitations stated in that Chapter; and

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the State Block Grant Program in accordance with Chapter 63-71; and the FAA Modernization and Reform Act of 2012; and

WHEREAS, the Department has approved a grant of funds to the Sponsor for State Block Grant and *Non Primary Entitlement* Program funds.

NOW THEREFORE, the Department and the Sponsor do hereby mutually agree as follows:

1) That the approved scope of this project shall consist of:

APRON REHABILITATION (DESIGN/BID)

2) That the Grant of funds shall include maximum funding obligations for federal funds which shall be:

State Block Grant Program: **\$98,100** (not to exceed **90%** of the final total costs)

3) That the funding obligations referenced in (2) above shall be the maximum obligations based on the final cost of eligible work items in the approved project, as certified by the Sponsor

4) That the Sponsor shall promptly undertake the Project and complete all work on the Project no later than the **1st** day of **JANUARY 2017**, unless a written extension of time is granted by the Department.

- 5) That all work performed on the Project shall conform to the approved scope of work referenced in this Agreement. Any amendments or modifications to the approved scope of work, approved grant amounts, or this Agreement shall not be authorized by the Department unless they are contained in a written modification to this Agreement and fully executed by both the Sponsor and the Department.
- 6) Debarment and Suspension: The Grantee agrees to comply, and assures the compliance by each of its third party contractors and subrecipients at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.
- 7) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of this Grant.
- 8) For a material breach of this Agreement or the Sponsor's Assurances, the Sponsor shall be liable to the Department for the return of all grant monies received.
- 9) The Sponsor agrees to adhere to the standards and procedures contained in the State Aid to Airports Program Guidance Handbook (third edition, dated January 1997), unless the Department issues a written waiver to the contrary.
- 10) The Sponsor agrees to adhere to and be bound by the Grant Assurances of the Federal Aviation Administration, said Grant Assurances contained in Appendix I of this Grant Agreement. Further, the Sponsor agrees that it shall be responsible to the Federal Aviation Administration, or its designated agent, for enforcement of such Grant Assurances including any penalties, sanctions, or other actions which may be legally enforceable for lack of compliance with said Grant Assurances.
- 11) The Sponsor agrees to comply with the "Sponsor Assurances" contained as part of this Agreement.
- 12) N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this grant agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

NCDOT SEAL

BY: _____

Deputy Secretary for Transit

ATTEST: _____

SPONSOR:

Signed: _____

Title: _____

SPONSOR SEAL

Attest: _____

STATE OF NORTH CAROLINA, COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby

certify that _____ personally came before me this day and

acknowledged that he is _____ of the _____
(Title) (Sponsor)

(hereinafter referred to as "Sponsor" and by authority duly given and as an act of said Sponsor, the foregoing instrument was signed by him, attested by _____ of the Sponsor, and
(Name and Title)

Seal of the Sponsor affixed hereto.

WITNESS my hand and Notarial Seal, this the _____ day of _____ 20_____

Notary Public (Signature)

My Commission expires: _____

SEAL

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased or otherwise transferred from the control of the Sponsor without written concurrence of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall, restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Grant Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Airport shall comply with all requirements of the State Aid to Airports Program Guidance Handbook (third edition, January 1997).

B-2. It is the policy of this State, to encourage and promote participation by disadvantaged minority owned and women owned businesses (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction, and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure minority MBEs and WBEs have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The sponsor assures and certifies with respect to this grant that they will pursue these requirements as stipulated by the Department in the advertising, award and administration of all contracts, and require the same for all contractors, sub recipient or subcontractors.

MBE\WBE program is governed by G.S. 136-28.4 and administered in accordance with Title 19A Chapter 02 SubChapter D Section .1101 - .1112 of North Carolina Administrative Code (19A NCAC 02D.1101).

B-3. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Department prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form (AV-CONCUR/AV-503) for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverable(s) from the Sponsor to the Department is as follows:

Planning Projects

1. Interim Planning Submittals – All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copy: PDF format. Paper copy, if requested: bond copy – true half-size.
2. Final Submittal - All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond– true half-size for plan sheets / sketches
 - a. All reports, projections – PDF Format. Any element of the documents shall be delivered in its original electronic format (i.e. MSWord, Excel, AutoCAD...) if requested by the Department
 - b. Sketches and drawings – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond – true half-size for plan sheets / sketches.

Construction Projects

1. Interim Design Submittals (i.e. 30%, 60%, 90%....) – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate and Engineers Report – electronic copy: PDF format. Paper copy, if requested: bond true half-size for plan sheets.
2. 100% Design and Issue for Bid Submittals – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate, Engineer's Report, and Bid Tab – Any element of the documents shall be delivered in electronic format (i.e. MS Excel and PDF format) and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
3. As-built / Record Drawings
 - a. Contract Documents (Plan and Detail Sheets, Technical Specifications) – electronic copies: PDF format and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
 - b. Technical Specifications – electronic copies: MS Word File and PDF format
 - c. Final Engineers Report – electronic copies: PDF format unless otherwise requested.

B-4. Bids will be taken in accordance with N. C. General Statute 143-129. Following bid opening or final contract negotiations, the Sponsor shall submit the "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) request along with the bid tabulations to the Department for review. The Department will take action on the request including the approval or disapproval of the Sponsor's Employment of specific contractors within ten (10) days of receipt. Approval will be communicated via a Contract Goal Requirements Letter sent directly to the Sponsor.

B-5. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-6. The Sponsor shall not commence construction or award construction contracts on the project until a written "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) is co-signed by the Sponsor's Representative and the Department or alternate written approval is provided by the Department.

B-7. The Sponsor shall submit quarterly status reports (AV-STATUS/AV-502) to the Department, unless otherwise instructed, and will immediately notify the Department of any significant problems which are encountered in the completion of the project.

B-8. The Sponsor shall notify the Department of any significant meetings or inspections involving the Sponsor, his contractor(s), consultant(s), and/or federal funding agencies concerning Project.

B-9. The Sponsor shall notify the Department within thirty (30) days of completion of all work performed under this agreement for the purpose of final acceptance inspection and completion of audit requirements by the Department.

B-10. The Sponsor has full responsibility for assuring the completed Project meets the requirements of the Department and appropriate federal funding agencies. The Sponsor further certifies that all local, state, and federal requirements for the conduct of this Project shall be met.

B-11. It is the policy of the Department not to award contracts to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no State funds will be provided for any work performed by the contractor(s), or sub-contractor(s) which had been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to insure that only properly qualified contractors are given construction contracts for work.

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable Project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all Project costs incurred under this Grant. All records and documentation in support of the Project costs must be identifiable as relating to the Project and must be acceptable costs only. Acceptable costs are defined as those costs which are acceptable under "Federal Acquisition Regulations 1-31.6, 48 CFR (OMC Circular A-87)". Acceptable items of work are those referenced in the State Aid to Airports Program Guidance Handbook and North Carolina General Statutes. The Sponsor's accounting procedures which were established for work as set out in this Agreement must be reviewed and accepted by the Department prior to the final execution of this Agreement and payment of State funds, except for Sponsor reporting under OMB Circular A-133.

C-2. The Sponsor and his contractor(s) and/or consultant(s) shall permit free access to its accounts and records by official representatives of the State of North Carolina. Furthermore, the Sponsor and contractor(s) and/or consultant(s) shall maintain all pertinent records and documentation for a period of not less than five (5) years from the date of final payment.

C-3. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/wh/eop/omb), the Airport shall arrange for an independent financial and compliance audit of its fiscal operations. The Airport shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Airports fiscal year ends.

The Airport shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Airport shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this agreement, for inspection and audit by the Department's Fiscal Section

C-4. Payment of the funds obligated under this Grant Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from NCDOT to the Sponsor are made on a reimbursement basis. The Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's reimbursement.

B. Payments will be made on the basis of progress payments which may be requested by the Sponsor as costs are incurred, but not more frequently than monthly. Progress payments will be made provided the following requirements have been met.:

- (1) The Grant Agreement has been executed and a Project Concurrence (AV-CONCUR/AV-503) issued.
- (2) The Project has received an appropriate environmental finding.
- (3) The Sponsor has submitted a Proposed Project Budget (AV-BUDGET/AV-504) accurately reflecting costs to date. The initial and revised AV-BUDGET/AV-504 shall be approved by the Department. With each AV-BUDGET/AV-504, the Sponsor shall provide the following documentation:
 - a) Scope of Services for the project, Consultant Fee - Man-hours Breakdown by task with hourly rates, Breakdown of Sub-consultant and / or Vendor Cost, Schedule of Deliverables, Estimated Construction Cost, Plan Sheet List
 - b) Actual Bidding Cost (once a project is bid) – Bid Tabulation / Bid Schedule, Recommendation for Award.
- (4) Additional information shall be provided as requested.
- (5) The Sponsor has submitted an executed Interim Payment Request (AV-PAY/AV-505) accurately reflecting costs incurred to date.
- (6) The Sponsor has complied with all applicable conditions of the State Aid to Airports Program Guidance Handbook

C. The submission of progress payments is expected to parallel the value of work actually completed and costs incurred. At such point the Sponsor has requested payments equaling 100% of the State Grant, it is expected that the approved Project will be 100% complete.

D. Upon receipt of 100% of the State Grant, the Sponsor will promptly complete Project acceptance and submit the Project Completion and Final Payment Request (AV-FINAL/AV-506).

C-5. If after the acceptance of the Project by the Department, the final State share of approved eligible items is less than the amount of State funds actually disbursed for the Project, the Sponsor shall reimburse the Department in an amount equal to the difference between the amount of State funds actually disbursed and the final State share of the final, audited, approved eligible Project costs within thirty (30) days of notification by the Department of the amount due.

C-6. If after the acceptance of the Project by the Department, the final State share of approved eligible Project costs shall be more than the amount of State funds obligated for the Project, the Sponsor may make application to the Department for a corresponding increase which will be considered for funding in accordance with their relative priority versus other applications for available State funds.

C-7. Under certain conditions, projects originally involving only state and local funds may subsequently be eligible for reimbursement from federal funding agencies. In such cases, the Sponsor shall notify the Department of its intent to apply for federal reimbursement and shall keep the Department informed of the status of such application. In the event federal funds are obtained for all or a portion of the Project, the Sponsor shall refund to the Department an amount equal to the difference between State funds originally disbursed for the work item(s) subsequently receiving federal funds and the final State share of the costs of the affected item(s) of work. Reimbursement will be made within ninety (90) days of the date of the final execution of the FAA Grant Agreement affecting the work elements in the approved Project.

C-8. For the purpose of calculating the State share of the Project, federal funds are defined as funds provided by an agency of the federal government for the specific purpose of undertaking the Project, including Block Grant funds administered by the Department.

SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION

D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.

D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

D-3. The acquisition cost of each parcel, building, or other real property acquired with State financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.

D-4. For each parcel or building with an estimated cost of \$100,000 or less, fair market value shall be established by a single original appraisal and a review appraisal. For complex acquisitions, fair market value shall be established by two original appraisals and one review appraisal.

D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.

D-8. Negotiated values above the fair market value shall not be eligible for State funds unless, prior to the final agreement for acquisition, the Sponsor has received the concurrence of the Department for paying such negotiated values in lieu of the appraised fair market value.

D-9. Sponsors who adhere to the federal "Uniform Guidelines for the Acquisition of Property" shall be deemed to have conformed to the Department's guidelines, except that Paragraph 8 above shall also be applicable under such acquisitions.

D-10. In the event the Project is a low value, non-complex acquisition, the Department, at its option, may accept the original appraisal without the review appraisal. In such cases, all other provisions of this Section shall apply.

D-11. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

SECTION E: Sponsor's Acknowledgement of Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32

E-1 Sponsor acknowledges and agrees that it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Revised 1/2/13

GRANT AGREEMENT

Item 5 (b)

STATE AID TO AIRPORTS

AIRPORT: **ASHEBORO**

BETWEEN

REGIONAL

THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA

AIRPORT

AND

PROJECT NO: **36244.32.5.1**

CITY OF ASHEBORO

THIS AGREEMENT made and entered into this the _____ day of _____, 20_____, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and the **CITY OF ASHEBORO**, the public agency owning the **ASHEBORO REGIONAL AIRPORT** (hereinafter referred to as "Sponsor").

WITNESSETH

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department, subject to limitations and conditions stated therein, to provide State Aid in the forms of loans and grants to cities, counties, and public airport authorities of North Carolina for the purpose of planning, acquiring, and improving municipal, county, and other publicly-owned or publicly controlled airport facilities, and to authorize related programs of aviation safety, education, promotion and long-range planning; and

WHEREAS, the Sponsor has made a formal application dated **June 14, 2016** to the Department for State Financial Aid for the **ASHEBORO REGIONAL AIRPORT**; and

WHEREAS, a grant in the amount of **\$531,000** not to exceed **90 percent** of the non-federal share of the final, eligible project costs has been approved subject to the conditions and limitations herein; and

WHEREAS, the Grant of State Airport Aid funds will be used for the following approved Project (if a federal aid project, this scope shall also include any modifications thereto by the Federal Aviation Administration):

NOW THEREFORE, the Sponsor and Department do mutually hereby agree as follows:

PROJECT DESCRIPTION:

APRON REHABILITATION

1) That the Sponsor shall promptly undertake the Project and complete all work on the Project prior to the **1st** day of **JULY 2018** unless a written extension of time is granted by the Department.

2) Work performed under this Agreement shall conform to the approved project description. Any amendments to, or modification of, the scope and terms of this Agreement shall be in the form of a Modified Agreement mutually executed by the Sponsor and the Department, except that an extension of time may be granted by the Department by written notice to the Sponsor.

3) Debarment and Suspension: The Grantee agrees to comply, and assures the compliance by each of its third party contractors and sub recipients at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

4) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Grant.

5) For a material breach of this Agreement or the Sponsor's Assurances, the Sponsor shall be liable to the Department for the return of all grant monies received.

6) The Sponsor agrees to adhere to the standards and procedures contained in the State Aid to Airports Program Guidance Handbook (third edition, dated January 1997), unless the Department issues a written waiver.

7) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement.

8) N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this grant agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

NCDOT SEAL

BY: _____
Deputy Secretary for Transit

ATTEST: _____

SPONSOR:

Signed: _____

Title: _____

SPONSOR SEAL

Attest: _____

STATE OF NORTH CAROLINA, COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ of the _____
(Title) (Sponsor)

(hereinafter referred to as "Sponsor") and by authority duly given and as an act of said Sponsor, the foregoing instrument was signed by him, attested by _____ of the Sponsor, and
(Name and Title)

the Seal of the Sponsor affixed hereto.

WITNESS my hand and Notarial Seal, this the _____ day of _____ 20_____.

Notary Public (Signature)

My Commission expires: _____

SEAL

RESOLUTION

A motion was made by _____ and seconded by _____
(Name and Title)

_____ for the adoption of the following Resolution, and upon being put to a
(Name and Title)

vote was duly accepted:

WHEREAS, a Grant in the amount of **\$531,000** has been approved by the Department based on total estimated cost of **\$590,000**; and

WHEREAS, an amount equal to or greater than **ten percent (10%)** of the total estimated project cost has been appropriated by the Sponsor for this Project.

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE _____
(Title)

of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

I _____ of the
(Name and Title)

_____ do hereby certify that
(Sponsor)

the above is a true and correct copy of an excerpt from the minutes of the

_____ of a meeting
(Sponsor)

duly and regularly held on the _____ day of _____, 20_____.

This, the _____ day of _____, 20_____.

SPONSOR SEAL

Signed: _____

Title: _____

Of The: _____

DOA FORM (12/10)

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased or otherwise transferred from the control of the Sponsor without written concurrence of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall, restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Grant Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Airport shall comply with all requirements of the State Aid to Airports Program Guidance Handbook (third edition, January 1997).

B-2. It is the policy of this State, to encourage and promote participation by disadvantaged minority owned and women owned businesses (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction, and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure minority MBEs and WBEs have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The sponsor assures and certifies with respect to this grant that they will pursue these requirements as stipulated by the Department in the advertising, award and administration of all contracts, and require the same for all contractors, sub recipient or subcontractors.

MBE\WBE program is governed by G.S. 136-28.4 and administered in accordance with Title 19A Chapter 02 Subchapter D Section .1101 - .1112 of North Carolina Administrative Code (19A NCAC 02D.1101).

B-3. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Department prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form (AV-CONCUR/AV-503) for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverable(s) from the Sponsor to the Department is as follows:

Planning Projects

1. Interim Planning Submittals – All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copy: PDF format. Paper copy, if requested: bond copy – true half-size.
2. Final Submittal - All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond– true half-size for plan sheets / sketches
 - a. All reports, projections – PDF Format. Any element of the documents shall be delivered in its original electronic format (i.e. MSWord, Excel, AutoCAD...) if requested by the Department
 - b. Sketches and drawings – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond – true half-size for plan sheets / sketches.

Construction Projects

1. Interim Design Submittals (i.e. 30%, 60%, 90%....) – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate and Engineers Report – electronic copy: PDF format. Paper copy, if requested: bond true half-size for plan sheets.
2. 100% Design and Issue for Bid Submittals – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate, Engineer's Report, and Bid Tab – Any element of the documents shall be delivered in electronic format (i.e. MS Excel and PDF format) and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
3. As-built / Record Drawings
 - a. Contract Documents (Plan and Detail Sheets, Technical Specifications) – electronic copies: PDF format and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
 - b. Technical Specifications – electronic copies: MS Word File and PDF format
 - c. Final Engineers Report – electronic copies: PDF format unless otherwise requested.

B-4. Bids will be taken in accordance with N. C. General Statute 143-129. Following bid opening or final contract negotiations, the Sponsor shall submit the "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) request along with the bid tabulations to the Department for review. The Department will take action on the request including the approval or disapproval of the Sponsor's Employment of specific contractors within ten (10) days of receipt. Approval will be communicated via a Contract Goal Requirements Letter sent directly to the Sponsor.

B-5. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-6. The Sponsor shall not commence construction or award construction contracts on the project until a written "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) is co-signed by the Sponsor's Representative and the Department or alternate written approval is provided by the Department.

B-7. The Sponsor shall submit quarterly status reports (AV-STATUS/AV-502) to the Department, unless otherwise instructed, and will immediately notify the Department of any significant problems which are encountered in the completion of the project.

B-8. The Sponsor shall notify the Department of any significant meetings or inspections involving the Sponsor, his contractor(s), consultant(s), and/or federal funding agencies concerning Project.

B-9. The Sponsor shall notify the Department within thirty (30) days of completion of all work performed under this agreement for the purpose of final acceptance inspection and completion of audit requirements by the Department.

B-10. The Sponsor has full responsibility for assuring the completed Project meets the requirements of the Department and appropriate federal funding agencies. The Sponsor further certifies that all local, state, and federal requirements for the conduct of this Project shall be met.

B-11. It is the policy of the Department not to award contracts to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no State funds will be provided for any work performed by the contractor(s), or sub-contractor(s) which had been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to insure that only properly qualified contractors are given construction contracts for work.

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable Project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all Project costs incurred under this Grant. All records and documentation in support of the Project costs must be identifiable as relating to the Project and must be acceptable costs only. Acceptable costs are defined as those costs which are acceptable under "Federal Acquisition Regulations 1-31.6, 48 CFR (OMC Circular A-87)". Acceptable items of work are those referenced in the State Aid to Airports Program Guidance Handbook and North Carolina General Statutes. The Sponsor's accounting procedures which were established for work as set out in this Agreement must be reviewed and accepted by the Department prior to the final execution of this Agreement and payment of State funds, except for Sponsor reporting under OMB Circular A-133.

C-2. The Sponsor and his contractor(s) and/or consultant(s) shall permit free access to its accounts and records by official representatives of the State of North Carolina. Furthermore, the Sponsor and contractor(s) and/or consultant(s) shall maintain all pertinent records and documentation for a period of not less than five (5) years from the date of final payment.

C-3. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/wh/eop/omb), the Airport shall arrange for an independent financial and compliance audit of its fiscal operations. The Airport shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Airports fiscal year ends.

The Airport shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Airport shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this agreement, for inspection and audit by the Department's Fiscal Section

C-4. Payment of the funds obligated under this Grant Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from NCDOT to the Sponsor are made on a reimbursement basis. The Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's reimbursement.

B. Payments will be made on the basis of progress payments which may be requested by the Sponsor as costs are incurred, but not more frequently than monthly. Progress payments will be made provided the following requirements have been met.:

- (1) The Grant Agreement has been executed and a Project Concurrence (AV-CONCUR/AV-503) issued.
- (2) The Project has received an appropriate environmental finding.
- (3) The Sponsor has submitted a Proposed Project Budget (AV-BUDGET/AV-504) accurately reflecting costs to date. The initial and revised AV-BUDGET/AV-504 shall be approved by the Department. With each AV-BUDGET/AV-504, the Sponsor shall provide the following documentation:
 - a) Scope of Services for the project, Consultant Fee - Man-hours Breakdown by task with hourly rates, Breakdown of Sub-consultant and / or Vendor Cost, Schedule of Deliverables, Estimated Construction Cost, Plan Sheet List
 - b) Actual Bidding Cost (once a project is bid) – Bid Tabulation / Bid Schedule, Recommendation for Award.
- (4) Additional information shall be provided as requested.
- (5) The Sponsor has submitted an executed Interim Payment Request (AV-PAY/AV-505) accurately reflecting costs incurred to date.
- (6) The Sponsor has complied with all applicable conditions of the State Aid to Airports Program Guidance Handbook

C. The submission of progress payments is expected to parallel the value of work actually completed and costs incurred. At such point the Sponsor has requested payments equaling 100% of the State Grant, it is expected that the approved Project will be 100% complete.

D. Upon receipt of 100% of the State Grant, the Sponsor will promptly complete Project acceptance and submit the Project Completion and Final Payment Request (AV-FINAL/AV-506).

C-5. If after the acceptance of the Project by the Department, the final State share of approved eligible items is less than the amount of State funds actually disbursed for the Project, the Sponsor shall reimburse the Department in an amount equal to the difference between the amount of State funds actually disbursed and the final State share of the final, audited, approved eligible Project costs within thirty (30) days of notification by the Department of the amount due.

C-6. If after the acceptance of the Project by the Department, the final State share of approved eligible Project costs shall be more than the amount of State funds obligated for the Project, the Sponsor may make application to the Department for a corresponding increase which will be considered for funding in accordance with their relative priority versus other applications for available State funds.

C-7. Under certain conditions, projects originally involving only state and local funds may subsequently be eligible for reimbursement from federal funding agencies. In such cases, the Sponsor shall notify the Department of its intent to apply for federal reimbursement and shall keep the Department informed of the status of such application. In the event federal funds are obtained for all or a portion of the Project, the Sponsor shall refund to the Department an amount equal to the difference between State funds originally disbursed for the work item(s) subsequently receiving federal funds and the final State share of the costs of the affected item(s) of work. Reimbursement will be made within ninety (90) days of the date of the final execution of the FAA Grant Agreement affecting the work elements in the approved Project.

C-8. For the purpose of calculating the State share of the Project, federal funds are defined as funds provided by an agency of the federal government for the specific purpose of undertaking the Project, including Block Grant funds administered by the Department.

SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION

D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.

D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

D-3. The acquisition cost of each parcel, building, or other real property acquired with State financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.

D-4. For each parcel or building with an estimated cost of \$100,000 or less, fair market value shall be established by a single original appraisal and a review appraisal. For complex acquisitions, fair market value shall be established by two original appraisals and one review appraisal.

D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.

D-8. Negotiated values above the fair market value shall not be eligible for State funds unless, prior to the final agreement for acquisition, the Sponsor has received the concurrence of the Department for paying such negotiated values in lieu of the appraised fair market value.

D-9. Sponsors who adhere to the federal "Uniform Guidelines for the Acquisition of Property" shall be deemed to have conformed to the Department's guidelines, except that Paragraph 8 above shall also be applicable under such acquisitions.

D-10. In the event the Project is a low value, non-complex acquisition, the Department, at its option, may accept the original appraisal without the review appraisal. In such cases, all other provisions of this Section shall apply.

D-11. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

SECTION E: Sponsor's Acknowledgement of Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32

E-1 Sponsor acknowledges and agrees that it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Revised 1/2/13

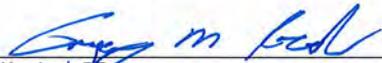
BID TABULATION
Ramp Rehabilitation
City of Asheboro
BID DATE: May 12, 2016 @ 2:00 PM
20150148.00.CL

Sharpe Bros
 204 Base Leg Road
 Greensboro, NC 27409
 License No.12703

APAC-Thompson Arthur Paving
 300 S Benbow Road
 Greensboro, NC 27401
 License No. 12459

ITEM NO.	SPEC SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	M-101	Mobilization	1	LS	92,500.00	92,500.00	139,000.00	139,000.00
2	P-101	Crack Repair	2,500	LF	2.50	6,250.00	2.50	6,250.00
3	P-101	Bituminous Pavement Milling (2 Inch Depth)	2,700	SY	5.10	13,770.00	4.25	11,475.00
4	P-102	Bituminous Pavement Milling (Full Depth)	7,750	SY	7.60	58,900.00	6.60	51,150.00
5	P-152	Unsuitable Excavation	800	CY	23.00	18,400.00	28.00	22,400.00
6	P-156	Temporary Construction Entrance	1	EA	2,840.00	2,840.00	5,500.00	5,500.00
7	P-156	Temporary Inlet Protection	3	EA	925.00	2,775.00	600.00	1,800.00
8	P-156	Temporary Compost Filter Sock	70	LF	37.00	2,590.00	17.00	1,190.00
9	P-163	Concrete Pavement Removal	130	SY	29.00	3,770.00	36.00	4,680.00
10	P-209	Crushed Aggregate Base Course	800	CY	77.00	61,600.00	70.00	56,000.00
11	P-401	Bituminous Surface Course	2,450	TN	100.00	245,000.00	115.00	281,750.00
12	P-602	Bituminous Prime Coat	2,500	GL	2.50	6,250.00	3.00	7,500.00
13	P-603	Bituminous Tack Coat	1,100	GL	2.50	2,750.00	3.50	3,850.00
14	P-620	Pavement Marking Removal	150	SF	7.20	1,080.00	6.50	975.00
15	P-620	Temporary Pavement Marking (Yellow)	8,500	SF	0.42	3,570.00	0.40	3,400.00
16	P-620	Permanent Pavement Marking (Yellow)	8,500	SF	0.53	4,505.00	0.50	4,250.00
17	P-632	Fuel Resistant Rejuvenator	9,500	SY	1.42	13,490.00	1.30	12,350.00
18	D-701	Remove Existing Storm Drainage Pipe	65	LF	53.00	3,445.00	55.00	3,575.00
19	D-701	18" RCP, Class IV	65	LF	143.00	9,295.00	85.00	5,525.00
20	D-752	Remove Existing Flared End Section	2	EA	427.00	854.00	275.00	550.00
21	D-752	18" Concrete Flared End Section	2	EA	950.00	1,900.00	1,250.00	2,500.00
22	L110	2-Way Duct Bank	165	LF	64.00	10,560.00	55.00	9,075.00
23	L-125	Retroreflective Marker	19	EA	248.00	4,712.00	135.00	2,565.00
24	L-125	Handhole	2	EA	1,210.00	2,420.00	975.00	1,950.00
25	S.P.	Abandon Existing Tiedown Anchor	24	EA	455.00	10,920.00	350.00	8,400.00
26	S.P.	New Tiedown Anchor, Complete	24	EA	358.00	8,592.00	350.00	8,400.00
27	T-901	Seeding (Mulched)	0.5	AC	13,000.00	6,500.00	5,000.00	2,500.00
Base Bid Total						599,238.00		658,560.00

I hereby certify that the above is a true and correct (to the best of my knowledge) tabulation of bids received on May 12, 2016.



 Greg Kershaw, PE
 W.K. Dickson & Co., Inc.
 NC License F-0374



CHANGE ORDER NO. 1

Item 5 (d)

Order No. One (1)
 Date June 1, 2016
 Agreement Date _____

Name of Project:
Ramp Rehabilitation
Asheboro Regional Airport

Owner: **City of Asheboro**

Contractor: **Sharpe Brothers, A Division of Vecellio & Grogan, Inc.**

The following changes are hereby made to the Contract Documents :

DECREASE the following items of work by the quantity and/or unit price shown:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Base Bid					
17.	Fuel Resistant Rejuvenator	SY	9,500	\$1.42	\$13,490.00
Subtotal DECREASED Items					<u>(\$13,490.00)</u>

INCREASE the following items of work by the quantity and/or unit price shown:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Base Bid					
17.	Fuel Resistant Rejuvenator	SY	1,250	\$3.20	\$4,000.00
Subtotal INCREASED Items					<u>\$4,000.00</u>

TOTAL CONTRACT PRICE ADJUSTMENT (DECREASE) (\$9,490.00)

JUSTIFICATION: The above changes are necessary to align the project cost with the available funding budget.

CHANGE TO TOTAL CONTRACT PRICE

Original Contract Price	<u>\$599,238.00</u>
The Contract Price Due to Previous Change Order	<u>\$599,238.00</u>
The Contract Price Due to This Change Order Will Be	<u>\$589,748.00</u>

CHANGE TO CONTRACT TIME:

No Change

Requested by: City of Asheboro

By: _____

Title _____

Date _____

Recommended by: W.K. Dickson & Co., Inc.

By: _____

Title _____

Date _____

Accepted by: Sharpe Brothers, A Division of Vecellio & Grogan, Inc.

By: _____

Title _____

Date _____

BLOCK GRANT/NON PRIMARY ENTITLEMENT AGREEMENT

STATE AID TO AIRPORTS BLOCK GRANT

AIRPORT: **ASHEBORO**

BETWEEN

REGIONAL AIRPORT

THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA

AND

PROJECT NO: **36237.23.14.1**

CITY OF ASHEBORO

THIS AGREEMENT made and entered into this the _____ day of _____, 20_____, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **CITY OF ASHEBORO**, the owner of **ASHEBORO REGIONAL AIRPORT** (hereinafter referred to as "Sponsor").

WITNESSETH

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department to administer a program of State Aid to Airports, subject to the limitations stated in that Chapter; and

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the State Block Grant Program in accordance with Chapter 63-71; and the FAA Modernization and Reform Act of 2012; and

WHEREAS, the Department has approved a grant of funds to the Sponsor for State Block Grant and *Non Primary Entitlement* Program funds.

NOW THEREFORE, the Department and the Sponsor do hereby mutually agree as follows:

1) That the approved scope of this project shall consist of:

TERMINAL BUILDING- CONCEPT/PRELIMINARY

2) That the Grant of funds shall include maximum funding obligations for federal funds which shall be:

State Block Grant Program: **\$44,698** (not to exceed **90%** of the final total costs)

3) That the funding obligations referenced in (2) above shall be the maximum obligations based on the final cost of eligible work items in the approved project, as certified by the Sponsor

4) That the Sponsor shall promptly undertake the Project and complete all work on the Project no later than the **1st** day of **JANUARY 2017**, unless a written extension of time is granted by the Department.

- 5) That all work performed on the Project shall conform to the approved scope of work referenced in this Agreement. Any amendments or modifications to the approved scope of work, approved grant amounts, or this Agreement shall not be authorized by the Department unless they are contained in a written modification to this Agreement and fully executed by both the Sponsor and the Department.
- 6) Debarment and Suspension: The Grantee agrees to comply, and assures the compliance by each of its third party contractors and subrecipients at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.
- 7) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of this Grant.
- 8) For a material breach of this Agreement or the Sponsor's Assurances, the Sponsor shall be liable to the Department for the return of all grant monies received.
- 9) The Sponsor agrees to adhere to the standards and procedures contained in the State Aid to Airports Program Guidance Handbook (third edition, dated January 1997), unless the Department issues a written waiver to the contrary.
- 10) The Sponsor agrees to adhere to and be bound by the Grant Assurances of the Federal Aviation Administration, said Grant Assurances contained in Appendix I of this Grant Agreement. Further, the Sponsor agrees that it shall be responsible to the Federal Aviation Administration, or its designated agent, for enforcement of such Grant Assurances including any penalties, sanctions, or other actions which may be legally enforceable for lack of compliance with said Grant Assurances.
- 11) The Sponsor agrees to comply with the "Sponsor Assurances" contained as part of this Agreement.
- 12) N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this grant agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

NCDOT SEAL

BY: _____

Deputy Secretary for Transit

ATTEST: _____

SPONSOR:

Signed: _____

Title: _____

SPONSOR SEAL

Attest: _____

STATE OF NORTH CAROLINA, COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby

certify that _____ personally came before me this day and

acknowledged that he is _____ of the _____

(Title)

(Sponsor)

(hereinafter referred to as "Sponsor" and by authority duly given and as an act of said Sponsor, the foregoing instrument was

signed by him, attested by _____ of the Sponsor, and

(Name and Title)

Seal of the Sponsor affixed hereto.

WITNESS my hand and Notarial Seal, this the _____ day of _____ 20_____

Notary Public (Signature)

My Commission expires: _____

SEAL

RESOLUTION

A motion was made by _____ and seconded by

(Name and Title)

_____ for the adoption of the following resolution, and upon being put to a

(Name and Title)

vote was duly accepted:

WHEREAS, a Grant in the amount of **\$44,698** has been approved by the Department based on total estimated cost of **\$49,665**; and

WHEREAS, an amount equal to or greater than **ten percent (10%)** of the total estimated project cost has been appropriated by the Sponsor for this Project.

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE _____

(Title)

of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

I _____ of the

(Name and Title)

_____ do hereby certify that

(Sponsor)

the above is a true and correct copy of an excerpt from the minutes of the

_____ of a meeting

(Sponsor)

duly and regularly held on the _____ day of _____, 20_____.

This, the _____ day of _____, 20_____.

SPONSOR SEAL

Signed: _____

Title: _____

Of The: _____

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased or otherwise transferred from the control of the Sponsor without written concurrence of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall, restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Grant Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Airport shall comply with all requirements of the State Aid to Airports Program Guidance Handbook (third edition, January 1997).

B-2. It is the policy of this State, to encourage and promote participation by disadvantaged minority owned and women owned businesses (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction, and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure minority MBEs and WBEs have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The sponsor assures and certifies with respect to this grant that they will pursue these requirements as stipulated by the Department in the advertising, award and administration of all contracts, and require the same for all contractors, sub recipient or subcontractors.

MBE\WBE program is governed by G.S. 136-28.4 and administered in accordance with Title 19A Chapter 02 SubChapter D Section .1101 - .1112 of North Carolina Administrative Code (19A NCAC 02D.1101).

B-3. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Department prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form (AV-CONCUR/AV-503) for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverable(s) from the Sponsor to the Department is as follows:

Planning Projects

1. Interim Planning Submittals – All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copy: PDF format. Paper copy, if requested: bond copy – true half-size.
2. Final Submittal - All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond– true half-size for plan sheets / sketches
 - a. All reports, projections – PDF Format. Any element of the documents shall be delivered in its original electronic format (i.e. MSWord, Excel, AutoCAD...) if requested by the Department
 - b. Sketches and drawings – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond – true half-size for plan sheets / sketches.

Construction Projects

1. Interim Design Submittals (i.e. 30%, 60%, 90%....) – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate and Engineers Report – electronic copy: PDF format. Paper copy, if requested: bond true half-size for plan sheets.
2. 100% Design and Issue for Bid Submittals – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate, Engineer's Report, and Bid Tab – Any element of the documents shall be delivered in electronic format (i.e. MS Excel and PDF format) and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
3. As-built / Record Drawings
 - a. Contract Documents (Plan and Detail Sheets, Technical Specifications) – electronic copies: PDF format and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
 - b. Technical Specifications – electronic copies: MS Word File and PDF format
 - c. Final Engineers Report – electronic copies: PDF format unless otherwise requested.

B-4. Bids will be taken in accordance with N. C. General Statute 143-129. Following bid opening or final contract negotiations, the Sponsor shall submit the "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) request along with the bid tabulations to the Department for review. The Department will take action on the request including the approval or disapproval of the Sponsor's Employment of specific contractors within ten (10) days of receipt. Approval will be communicated via a Contract Goal Requirements Letter sent directly to the Sponsor.

B-5. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-6. The Sponsor shall not commence construction or award construction contracts on the project until a written "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) is co-signed by the Sponsor's Representative and the Department or alternate written approval is provided by the Department.

B-7. The Sponsor shall submit quarterly status reports (AV-STATUS/AV-502) to the Department, unless otherwise instructed, and will immediately notify the Department of any significant problems which are encountered in the completion of the project.

B-8. The Sponsor shall notify the Department of any significant meetings or inspections involving the Sponsor, his contractor(s), consultant(s), and/or federal funding agencies concerning Project.

B-9. The Sponsor shall notify the Department within thirty (30) days of completion of all work performed under this agreement for the purpose of final acceptance inspection and completion of audit requirements by the Department.

B-10. The Sponsor has full responsibility for assuring the completed Project meets the requirements of the Department and appropriate federal funding agencies. The Sponsor further certifies that all local, state, and federal requirements for the conduct of this Project shall be met.

B-11. It is the policy of the Department not to award contracts to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no State funds will be provided for any work performed by the contractor(s), or sub-contractor(s) which had been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to insure that only properly qualified contractors are given construction contracts for work.

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable Project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all Project costs incurred under this Grant. All records and documentation in support of the Project costs must be identifiable as relating to the Project and must be acceptable costs only. Acceptable costs are defined as those costs which are acceptable under "Federal Acquisition Regulations 1-31.6, 48 CFR (OMC Circular A-87)". Acceptable items of work are those referenced in the State Aid to Airports Program Guidance Handbook and North Carolina General Statutes. The Sponsor's accounting procedures which were established for work as set out in this Agreement must be reviewed and accepted by the Department prior to the final execution of this Agreement and payment of State funds, except for Sponsor reporting under OMB Circular A-133.

C-2. The Sponsor and his contractor(s) and/or consultant(s) shall permit free access to its accounts and records by official representatives of the State of North Carolina. Furthermore, the Sponsor and contractor(s) and/or consultant(s) shall maintain all pertinent records and documentation for a period of not less than five (5) years from the date of final payment.

C-3. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/wh/eop/omb), the Airport shall arrange for an independent financial and compliance audit of its fiscal operations. The Airport shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Airports fiscal year ends.

The Airport shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Airport shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this agreement, for inspection and audit by the Department's Fiscal Section

C-4. Payment of the funds obligated under this Grant Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from NCDOT to the Sponsor are made on a reimbursement basis. The Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's reimbursement.

B. Payments will be made on the basis of progress payments which may be requested by the Sponsor as costs are incurred, but not more frequently than monthly. Progress payments will be made provided the following requirements have been met.:

- (1) The Grant Agreement has been executed and a Project Concurrence (AV-CONCUR/AV-503) issued.
- (2) The Project has received an appropriate environmental finding.
- (3) The Sponsor has submitted a Proposed Project Budget (AV-BUDGET/AV-504) accurately reflecting costs to date. The initial and revised AV-BUDGET/AV-504 shall be approved by the Department. With each AV-BUDGET/AV-504, the Sponsor shall provide the following documentation:
 - a) Scope of Services for the project, Consultant Fee - Man-hours Breakdown by task with hourly rates, Breakdown of Sub-consultant and / or Vendor Cost, Schedule of Deliverables, Estimated Construction Cost, Plan Sheet List
 - b) Actual Bidding Cost (once a project is bid) – Bid Tabulation / Bid Schedule, Recommendation for Award.
- (4) Additional information shall be provided as requested.
- (5) The Sponsor has submitted an executed Interim Payment Request (AV-PAY/AV-505) accurately reflecting costs incurred to date.
- (6) The Sponsor has complied with all applicable conditions of the State Aid to Airports Program Guidance Handbook

C. The submission of progress payments is expected to parallel the value of work actually completed and costs incurred. At such point the Sponsor has requested payments equaling 100% of the State Grant, it is expected that the approved Project will be 100% complete.

D. Upon receipt of 100% of the State Grant, the Sponsor will promptly complete Project acceptance and submit the Project Completion and Final Payment Request (AV-FINAL/AV-506).

C-5. If after the acceptance of the Project by the Department, the final State share of approved eligible items is less than the amount of State funds actually disbursed for the Project, the Sponsor shall reimburse the Department in an amount equal to the difference between the amount of State funds actually disbursed and the final State share of the final, audited, approved eligible Project costs within thirty (30) days of notification by the Department of the amount due.

C-6. If after the acceptance of the Project by the Department, the final State share of approved eligible Project costs shall be more than the amount of State funds obligated for the Project, the Sponsor may make application to the Department for a corresponding increase which will be considered for funding in accordance with their relative priority versus other applications for available State funds.

C-7. Under certain conditions, projects originally involving only state and local funds may subsequently be eligible for reimbursement from federal funding agencies. In such cases, the Sponsor shall notify the Department of its intent to apply for federal reimbursement and shall keep the Department informed of the status of such application. In the event federal funds are obtained for all or a portion of the Project, the Sponsor shall refund to the Department an amount equal to the difference between State funds originally disbursed for the work item(s) subsequently receiving federal funds and the final State share of the costs of the affected item(s) of work. Reimbursement will be made within ninety (90) days of the date of the final execution of the FAA Grant Agreement affecting the work elements in the approved Project.

C-8. For the purpose of calculating the State share of the Project, federal funds are defined as funds provided by an agency of the federal government for the specific purpose of undertaking the Project, including Block Grant funds administered by the Department.

SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION

D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.

D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

D-3. The acquisition cost of each parcel, building, or other real property acquired with State financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.

D-4. For each parcel or building with an estimated cost of \$100,000 or less, fair market value shall be established by a single original appraisal and a review appraisal. For complex acquisitions, fair market value shall be established by two original appraisals and one review appraisal.

D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.

D-8. Negotiated values above the fair market value shall not be eligible for State funds unless, prior to the final agreement for acquisition, the Sponsor has received the concurrence of the Department for paying such negotiated values in lieu of the appraised fair market value.

D-9. Sponsors who adhere to the federal "Uniform Guidelines for the Acquisition of Property" shall be deemed to have conformed to the Department's guidelines, except that Paragraph 8 above shall also be applicable under such acquisitions.

D-10. In the event the Project is a low value, non-complex acquisition, the Department, at its option, may accept the original appraisal without the review appraisal. In such cases, all other provisions of this Section shall apply.

D-11. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

SECTION E: Sponsor's Acknowledgement of Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32

E-1 Sponsor acknowledges and agrees that it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Revised 1/2/13