

**AMENDED AGENDA  
REGULAR MEETING  
CITY COUNCIL, CITY OF ASHEBORO  
THURSDAY, OCTOBER 9, 2014, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Announcement by the Mayor of the applicant's withdrawal of a previously posted request for a special use permit that would have impacted Autumn Place Townhouses on Sunset Avenue.
4. Consent Agenda:
  - (a) Approval of the minutes of the city council's special meeting that was held on September 8, 2014.
  - (b) Approval of the minutes of the city council's regular meeting, including the general account of a closed session, that was held on September 11, 2014.
  - (c) Approval of the dates for the 2014-2015 dark geese (Canada & White-Fronted geese) & duck hunting season at Lake Reese.
  - (d) Approval of the temporary closing of the following streets for a horse parade on Sunday, November 2, 2014, from 3:00 pm to 4:00 pm: South Park Street from Sunset Avenue to West Taft Avenue, West Taft Avenue from South Park Street to South Church Street, South Church Street from West Taft Avenue to Sunset Avenue, and Sunset Avenue from Church Street to Park Street.
  - (e) Approval of a request received from the Randolph County Veterans Council to temporarily close Church Street from Hoover Street to West Kivett Street, Sunset Avenue from Church Street to Fayetteville Street, Fayetteville Street from Academy Street to Salisbury Street, and Worth Street from Fayetteville Street to Cox Street for a Veterans Day Parade from 4:00 PM to 5:00 PM on Tuesday, November 11, 2014.
  - (f) Approval of an ordinance to modify the parking plan for Worth Street between N. Fayetteville St. and N. Cox St. in order to align parking spaces for the disabled with the depressed curb.
  - (g) Adoption of a resolution authorizing a lease agreement between the City of Asheboro and ALLTEL Communications of North Carolina Limited Partnership d/b/a Verizon Wireless.

5. Transportation Items:

(a) Update by Mr. Jeff Loflin and/or Mr. Rob Stone from NCDOT regarding pending highway projects.

(b) Michael Leonard will present a resolution authorizing the City of Asheboro to enter into a sidewalk agreement with the NC Department of Transportation to use federal funding in the construction of a portion of sidewalk along the north side of US Hwy 64 E. (E. Dixie Drive) between Dublin Road and Executive Way.

6. Mr. Trevor Nuttall will present Community Development Division items:

(a) Zoning Case RZ-14-08: A legislative zoning hearing on the application filed by Richard H. Lyda to rezone property located at 217 NC Hwy. 49 South from B2 (General Commercial) to I1 (Light Industrial).

(b) Subdivision Case SUB-12-01: Final plat approval for Olde Towne Village (including public right-of-way on Olde Towne Pkwy) to allow recordation of Lot 52 of the development.

(c) Consideration of possible applications for funding under the Fiscal Year 2014/2015 State Community Development Block Grant (CDBG) Program

(i) Staff presentation

(ii) Public hearing

(d) Report on proposed process to update 2020 Land Development Plan maps.

7. Quasi-judicial hearing on the question of whether the pool at the former Value Inn at 901 Albemarle Road is a public health nuisance that should be abated by the city:

(a) Open public hearing and call on the City Manager to introduce the witnesses.

(b) At the conclusion of the testimony, consideration will be given to the entry of an order of abatement.

8. Public comment period.

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9. Michael Leonard to present update on bids received for grandstand renovation at McCrary Ballpark.
10. Upcoming events:
  - NCLM Annual Conference: October 11-14, 2014 in Greensboro, NC.
  - Cultural and Recreation Services Departments' "Trick or Treat in the Park" event from 6:00 pm to 9:00 pm on Friday, October 31, 2014.
11. Discussion of items not on the agenda.
12. Adjournment.

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

**Monday, September 8, 2014**

**5:00 P.M.**

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Notice is hereby given of a special meeting of the City Council of the City of Asheboro that is to be held on Monday, the 8<sup>th</sup> day of September, 2014, at 5:00 p.m. This meeting will be held as a joint meeting with the Randolph County Board of Commissioners in the 1909 Randolph County Historic Courthouse Meeting Room, 145-C Worth Street, Asheboro, North Carolina 27203.

This special joint meeting has been called for the purpose of conducting a joint public hearing on the proposed appropriation and expenditure of county and city funds, in accordance with Section 158-7.1 of the North Carolina General Statutes, for economic development projects with AEC Narrow Fabrics and Kennametal Inc. After the public hearing, the respective governing boards will consider resolutions authorizing the county and city to enter into economic development incentives contracts with the respective companies.

This notice is issued on the 3<sup>rd</sup> day of September, 2014, in accordance with the laws and ordinances of the State of North Carolina and the City of Asheboro.

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

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**SPECIAL MEETING  
ASHEBORO CITY COUNCIL  
RANDOLPH COUNTY BOARD OF COMMISSIONERS  
1909 RANDOLPH COUNTY HISTORIC COURTHOUSE MEETING ROOM  
145-C WORTH STREET, ASHEBORO, NORTH CAROLINA  
MONDAY, SEPTEMBER 8, 2014  
5:00 p.m.**

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This being the time and place for a joint meeting of the Asheboro City Council and the Randolph County Board of Commissioners, a meeting was held with the following elected officials and staff members from the City of Asheboro present:

- David H. Smith ) – Mayor Presiding
  
- Talmadge S. Baker )
- Clark R. Bell )
- Edward J. Burks )
- Linda H. Carter ) – Council Members Present
- Walker B. Moffitt )
- Charles A. Swiers )

Michael W. Hunter ) – Council Member Absent

- John N. Ogburn, III, City Manager
- Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
- Deborah P. Reaves, Finance Director
- Jeffrey C. Sugg, City Attorney

In addition to the above-referenced city officials and staff members, the following members of the Randolph County Board of Commissioners were present: Darrell Frye, Stan Haywood, Chairman Harold Holmes, Phil Kemp, and Arnold Lanier. The following county staff members were also present: Richard Wells, County Manager; Amanda Varner, Clerk to the Board; Will Massie, Finance Officer; and Aimee Scotton, Associate County Attorney.

Subsequent to Randolph County Board of Commissioners' Chairman Harold Holmes calling the special joint meeting to order for the County, Mayor Smith called the meeting to order for the City Council and

opened the public hearing on behalf of the Asheboro City Council in order to consider the economic incentives packages proposed for AEC Narrow Fabrics and Kennametal, Inc. Similarly, Chairman Holmes joined in opening the public hearing on behalf of the county.

Mr. Kevin Franklin, Existing Business and Industry Coordinator for Randolph County Economic Development Corporation (RCEDC), reported that Asheboro Elastics Corporation, which does business as AEC Narrow Fabrics, is considering its Asheboro facility for an expansion that would add production capacity and capabilities allowing the company to enter and expand into new narrow fabric markets. And, if the Asheboro facility is selected, additional equipment would be purchased and installed in order to facilitate the production growth.

Asheboro Elastics Corporation (AEC) has earned a global reputation as a complete source for high-quality narrow fabrics matched with outstanding service and was founded in 1986 by Mr. Keith Crisco and three Asheboro business partners. Over time, the company has grown significantly, and today it employs approximately 700 in operations located in Asheboro, Honduras, and El Salvador. Its production facilities manufacture narrow fabrics for use in apparel, bedding, home furnishings, medical, and automotive industries.

AEC's Asheboro facility on Yzex Street currently employs 158 fulltime workers. With this expansion, the company plans to retain the existing 158 jobs and create 60 new jobs with an average wage of \$23,933 per year within a 3 (three) year period. Additionally, the expansion would include an investment of \$1,500,000 in personal property.

Mr. Franklin recommended that the City of Asheboro and the County of Randolph provide \$15,000, for a combined total of \$30,000.00 payable in three (3) annual installments, to assist AEC with the expansion. This economic development assistance package is to be disbursed in accordance with performance requirements prescribed by a proposed economic development incentives contract. In order to implement this project, Mr. Franklin recommended that the City of Asheboro and the County of Randolph adopt resolutions authorizing the City and County to enter into an economic incentives contract with Asheboro Elastics Corporation.

Mr. Rodney Smith, Director of Manufacturing and Operations for Asheboro Elastics Corporation, and Mr. Owen George presented comments in support of the economic development incentives package. No one offered any comments in opposition to this proposed economic development project.

When it became apparent that no other speakers wanted to be heard during the public hearing, Chairman Holmes inquired of the Board of Commissioners as to what action the Board Members would like to take. The Board of Commissioners then adopted a resolution that followed Mr. Franklin's recommendation.

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

**RESOLUTION NUMBER 31 RES 9-14**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**RESOLUTION AUTHORIZING AN ECONOMIC DEVELOPMENT INCENTIVES CONTRACT WITH THE COUNTY OF RANDOLPH AND ASHEBORO ELASTICS CORP.**

**WHEREAS**, Section 158-7.1 of the North Carolina General Statutes authorizes a city to undertake an economic development project by extending assistance to a company in order to cause the company to locate or expand its operations within the city; and

**WHEREAS**, the Asheboro City Council has held a public hearing to consider whether to participate in an economic development project that will result in the County of Randolph (the "County"), the City of Asheboro (the "City"), and Asheboro Elastics Corp. (the "Company") approving an economic development incentives package whereby the County and the City each contribute up to fifteen thousand and no hundredths dollars (\$15,000.00) for a total payment of up to thirty thousand and no hundredths dollars (\$30,000.00) to the Company to offset the costs of the Company's expansion in the City of Asheboro, Randolph County, North Carolina, said incentives to be granted pursuant to an economic development incentives contract entered into pursuant to Section 2 of this Resolution; and

**WHEREAS**, upon the completion by the Company of this expansion project, the Company will have generated new value/investment in personal property and equipment associated with the project in an amount equal to or in excess of one million five hundred thousand and no hundredths dollars (\$1,500,000.00) and created a minimum of sixty (60) new jobs in the County and City; and

**WHEREAS**, this economic development project will stimulate and stabilize the local economy, promote business in the County and City, and result in the creation of a significant number of jobs in the County and City; and

**WHEREAS**, the City has in its General Fund available revenues sufficient to fund this economic development project;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro, North Carolina as follows:

**Section 1.** The City is authorized to expend up to fifteen thousand and no hundredths dollars (\$15,000.00) of City funds for the Asheboro Elastics economic development project.

**Section 2.** In addition to the standard terms found in contracts that the City routinely executes in the ordinary course of business, the economic development incentives contract entered into by and between the County, the City, and the Company must contain the following essential terms and conditions:

- a. The total payment made to the "Company" under this contract shall not exceed thirty thousand and no hundredths dollars (\$30,000.00).
- b. Fifty-percent (50%) of the contract amount will be paid by the County, and the other fifty-percent (50%) of the contract amount will be paid by the City.
- c. The contract amount will be paid in three (3) installments in amounts as detailed below at a frequency not to exceed one installment per fiscal year (July 1-June 30). The initial installment payment shall be made no sooner than January 1, 2015, and the final installment payment shall not be made later than December 31, 2018. The obligation of the City to make any installment payments specified herein shall be conditioned upon the satisfactory completion by the Company of certain performance requirements, including but not limited to, the following:
  - i. The Company must deliver to the County and the City written certification that the actual value of new investment by the Company in personal property in connection with this project equals or exceeds seven hundred fifty thousand and no hundredths dollars (\$750,000.00). The written certification of the actual value of the new investment shall further certify that said new investment is located within the corporate limits of the City of Asheboro. Additionally, the Company must provide Employment Security Reports to the County and the City evidencing the creation of thirty (30) new full-time jobs. Upon receipt of said certifications, the County and the City shall remit a total payment of ten thousand and no hundredths dollars (\$10,000.00), fifty-percent (50%) to be paid by the County and fifty-percent (50%) to be paid by the City; and
  - ii. The Company must deliver to the County and the City written certification that the actual cumulative value of the new investment by the Company in personal property in connection with this project equals or exceeds one million five hundred thousand and no hundredths dollars (\$1,500,000.00). This written certification of the actual cumulative value of the new investment shall further certify that said new investment is located within the corporate limits of the City of Asheboro. Additionally, the Company must provide Employment Security Reports to the County and the City evidencing the creation of an additional thirty (30) new full-time jobs. Additionally, the Company must deliver to the County and the City written certification that the Company has not reduced its level of operations in the County and the City since the date of payment by the County and the City of the immediately preceding installment payment. By way of illustration and without limitation, the Company shall be deemed to have reduced its level of operations in the County and the City if the Company fails to maintain the entirety of the newly created jobs referenced in Paragraph (i) above. Upon receipt of the required certifications, the County and the City shall remit a total payment of ten thousand and no hundredths dollars (\$10,000.00), fifty-percent (50%) to be paid by the County and fifty-percent (50%) to be paid by the City; and
  - iii. The Company must deliver to the County and the City written certification that the Company has not reduced its level of operations in the County and the City since the date of payment by the County and the City of the installment payment referenced in Paragraph (ii) above. Upon receipt of the required certification, the County and the City shall remit a total payment of ten thousand and no hundredths dollars (\$10,000.00), fifty-percent (50%) to be paid by the County and fifty-percent (50%) to be paid by the City.
- d. The contract must provide the County and the City with a means of recouping a portion of the contract amount if the Company's facility, as expanded, does not remain in full operation, maintaining the newly created jobs referenced above, for a period of three (3) years

immediately following the date on which the final installment of the contract amount is paid to the Company.

- e. If the Company does not remain in full operation during this three (3) year period, a portion of the incentive money must be returned. The amount to be returned shall decrease on a pro-rated amount for each year that the company remains in the City and County. Any amounts returned by the company in this manner shall be divided equally between the County and the City.

**Section 3.** The Mayor of the City of Asheboro is hereby authorized to execute on behalf of the City of Asheboro a contract drafted in accordance with Section 2 of this Resolution and any other documents necessary for the implementation of this economic development project.

This Resolution was adopted by the Asheboro City Council in open session during a special meeting held on the 8<sup>th</sup> day of September, 2014.

/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

Subsequently, Ms. Bonnie Renfro, President of the Randolph County Economic Development Corporation (RCEDC), reported that Kennametal, founded in 1938, is a leading global industrial technology company supplying tooling, engineered components, and advanced materials to customers in more than 60 countries. Its production facility located in Asheboro produces end mills, taps, and drills, while employing 127 full time workers and 16 contract workers with an annual payroll near \$6 million.

Located at 201 Yzex Street in northern Asheboro, Kennametal has a well well-established reputation for quality product, customer service, and dedicated workforce. The Asheboro facility is under consideration for an expansion that would add a new product line of very specialized, high tech carbide cutting tools. Kennametal is in the process of rebalancing its manufacturing and logistics to better serve its customers and address market conditions which includes new demand patterns within the United States. If the Asheboro facility is selected for expansion, some equipment would be transferred and additional new equipment will be purchased and installed, and the facility would be upgraded.

During her presentation, Ms. Renfro noted that current estimates anticipate an investment of approximately \$12,000,000. Of this investment, approximately, \$387,000 would be for facility upgrades. With this expansion, Kennametal plans to add an additional 31 jobs with an average wage of \$36,400 per year.

Ms. Renfro recommended that the City of Asheboro and the County of Randolph provide \$90,000 each, for a combined total of \$180,000.00 to be paid in five (5) annual installments, to assist Kennametal with the expansion. This economic development assistance package is to be disbursed in accordance with performance requirements prescribed by a proposed economic development incentives contract. In order to implement this project, Ms. Renfro recommended that the City of Asheboro and the County of Randolph adopt resolutions authorizing the City and County to enter into an economic development incentives contract with Kennametal for its expansion of the Asheboro manufacturing facility.

Mr. Walter Huckabee, Plant Manager for Kennametal, presented comments in support of the economic development incentives package. No one offered comments in opposition to the proposed package.

There being no further comments, Mayor Smith closed the public hearing on behalf of the City Council, and Chairman Holmes closed the public hearing on behalf of the County.

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

RESOLUTION NUMBER 32 RES 9-14

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION AUTHORIZING AN ECONOMIC DEVELOPMENT INCENTIVES CONTRACT WITH THE COUNTY OF RANDOLPH AND KENNAMETAL INCORPORATED**

**WHEREAS**, Section 158-7.1 of the North Carolina General Statutes authorizes a city to undertake an economic development project by extending assistance to a company in order to cause the company to locate or expand its operations within the city; and

**WHEREAS**, the Asheboro City Council has held a public hearing to consider whether to participate in an economic development project that will result in the County of Randolph (the "County"), the City of Asheboro (the "City"), and Kennametal Incorporated (the "Company") approving an economic development incentives package whereby the County and the City each contribute up to ninety thousand and no hundredths dollars (\$90,000.00) for a total payment of up to one hundred eighty thousand and no hundredths dollars (\$180,000.00) to the Company to offset the costs of the Company's expansion in the City of Asheboro, Randolph County, North Carolina, said incentives to be granted pursuant to an economic development incentives contract entered into pursuant to Section 2 of this Resolution; and

**WHEREAS**, upon the completion by the Company of this expansion project, the Company will have generated new value/investment in personal property and equipment associated with the project in an amount equal to or in excess of twelve million and no hundredths dollars (\$12,000,000.00) and created a minimum of thirty-one (31) new jobs in the County and City; and

**WHEREAS**, this economic development project will stimulate and stabilize the local economy, promote business in the County and City, and result in the creation of a significant number of jobs in the County and City; and

**WHEREAS**, the City has in its General Fund available revenues sufficient to fund this economic development project;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro, North Carolina as follows:

**Section 1.** The City is authorized to expend up to ninety thousand and no hundredths dollars (\$90,000.00) of City funds for the Kennametal economic development project.

**Section 2.** In addition to the standard terms found in contracts that the City routinely executes in the ordinary course of business, the economic development incentives contract entered into by and between the County, the City, and the Company must contain the following essential terms and conditions:

- f. The total payment made to the "Company" under this contract shall not exceed one hundred eighty thousand and no hundredths dollars (\$180,000.00).
- g. Fifty-percent (50%) of the contract amount will be paid by the County, and the other fifty-percent (50%) of the contract amount will be paid by the City.
- h. The contract amount will be paid in five (5) installments in amounts as detailed below at a frequency not to exceed one installment per fiscal year (July 1-June 30). The initial installment payment shall be made no sooner than January 1, 2015, and the final installment payment shall not be made later than December 31, 2020. The obligation of the City to make any installment payments specified herein shall be conditioned upon the satisfactory completion by the Company of certain performance requirements, including but not limited to, the following:
  - i. The Company must deliver to the County and the City written certification that the actual value of new investment by the Company in personal property in connection with this project equals or exceeds four million and no hundredths dollars (\$4,000,000.00). The written certification of the actual value of the new investment shall further certify that said new investment is located within the corporate limits of the City of Asheboro. Additionally, the Company must provide Employment Security Reports to the County and the City evidencing the creation of seven (7) new full-time jobs. Upon receipt of said certifications, the County and the City shall remit a total payment of thirty-six thousand and no hundredths dollars (\$36,000.00), fifty-percent (50%) to be paid by the County and fifty-percent (50%) to be paid by the City; and

- ii. The Company must deliver to the County and the City written certification that the actual cumulative value of the new investment by the Company in personal property in connection with this project equals or exceeds six million five hundred thousand and no hundredths dollars (\$6,500,000.00). This written certification of the actual cumulative value of the new investment shall further certify that said new investment is located within the corporate limits of the City of Asheboro. Additionally, the Company must provide Employment Security Reports to the County and the City evidencing the creation of an additional six (6) new full-time jobs. Additionally, the Company must deliver to the County and the City written certification that the Company has not reduced its level of operations in the County and the City since the date of payment by the County and the City of the immediately preceding installment payment. By way of illustration and without limitation, the Company shall be deemed to have reduced its level of operations in the County and the City if the Company fails to maintain the entirety of newly created jobs referenced in Paragraph (i) above. Upon receipt of the required certifications, the County and the City shall remit a total payment of thirty-six thousand and no hundredths dollars (\$36,000.00), fifty-percent (50%) to be paid by the County and fifty-percent (50%) to be paid by the City; and
- iii. The Company must deliver to the County and the City written certification that the actual cumulative value of the new investment by the Company in personal property in connection with this project equals or exceeds nine million five hundred thousand and no hundredths dollars (\$9,500,000.00). This written certification of the actual cumulative value of the new investment shall further certify that said new investment is located within the corporate limits of the City of Asheboro. Additionally, the Company must provide Employment Security Reports to the County and the City evidencing the creation of an additional six (6) new full-time jobs. Additionally, the Company must deliver to the County and the City written certification that the Company has not reduced its level of operations in the County and the City since the date of payment by the County and the City of the installment payment referenced in Paragraph (ii) above. Upon receipt of the required certification, the County and the City shall remit a total payment of thirty-six thousand and no hundredths dollars (\$36,000.00), fifty-percent (50%) to be paid by the County and fifty-percent (50%) to be paid by the City.
- iv. The Company must deliver to the County and the City written certification that the actual cumulative value of the new investment by the Company in personal property in connection with this project equals or exceeds twelve million and no hundredths dollars (\$12,000,000.00). This written certification of the actual cumulative value of the new investment shall further certify that said new investment is located within the corporate limits of the City of Asheboro. Additionally, the Company must provide Employment Security Reports to the County and the City evidencing the creation of an additional six (6) new full-time jobs. Additionally, the Company must deliver to the County and the City written certification that the Company has not reduced its level of operations in the County and the City since the date of payment by the County and the City of the installment payment referenced in Paragraph (iii) above. Upon receipt of the required certification, the County and the City shall remit a total payment of thirty-six thousand and no hundredths dollars (\$36,000.00), fifty-percent (50%) to be paid by the County and fifty-percent (50%) to be paid by the City.
- v. The Company must provide Employment Security Reports to the County and the City evidencing the creation of an additional six (6) new full-time jobs. Additionally, the Company must deliver to the County and the City written certification that the Company has not reduced its level of operations in the County and the City since the date of payment by the County and the City of the installment payment referenced in Paragraph (iv) above. Upon receipt of the required certification, the County and the City shall remit a total payment of thirty-six thousand and no hundredths dollars (\$36,000.00), fifty-percent (50%) to be paid by the County and fifty-percent (50%) to be paid by the City.
- i. The contract must provide the County and the City with a means of recouping a portion of the contract amount if the Company's facility, as expanded, does not remain in full operation, maintaining the newly created jobs referenced above, for a period of four (4) years immediately following the date on which the final installment of the contract amount is paid to the Company.
- j. If the Company does not remain in full operation during this four (4) year period, a portion of the incentive money must be returned. The amount to be returned shall decrease on a pro-rated amount for each year that the company remains in the City and County. Any amounts returned by the company in this manner shall be divided equally between the County and the City.



**REGULAR MEETING  
ASHEBORO CITY COUNCIL  
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING  
THURSDAY, SEPTEMBER 11, 2014  
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 staff members present:

- David H. Smith            ) – Mayor Presiding
- Talmadge S. Baker        )
- Clark R. Bell             )
- Edward J. Burks          )
- Linda H. Carter          ) – Council Members Present
- Walker B. Moffitt        )
- Charles A. Swiers        )
  
- Michael W. Hunter        ) – Council Member Absent

- John N. Ogburn, III, City Manager
- Jason Cheek, Police Lieutenant
- Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
- Mark T. Lineberry, Police Captain
- Michael L. Leonard, P.E., City Engineer
- Ralph W. Norton, Chief of Police
- Trevor L. Nuttall, Community Development Director
- Deborah P. Reaves, Finance Director
- Jonathan M. Sermon, Recreation Services Superintendent
- James O. Smith, Police Major
- Jeffrey C. Sugg, City Attorney
- E. Todd Swaney, Police Captain
- Jody P. Williams, Assistant Chief of Police
- Roy C. Wright, Fire Chief

**1. Call to order.**

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

**2. 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 repeat the pledge of allegiance.

**3. Receipt of a Proclamation issued by Governor Pat McCrory for Pigs & Pedals BBQ Cook-Off.**

Mr. Ogburn presented to Mr. Jonathan Sermon, Recreation Services Superintendent, a proclamation from Governor Pat McCrory for the Pigs & Pedals BBQ Cook-Off that was held in downtown Asheboro on August 1-2, 2014.

**4. Recognition of Police Lieutenant T. Scott Maness for his dedicated service to the City of Asheboro.**

On behalf of the City of Asheboro, Chief Norton presented a retirement plaque to Lieutenant T. Scott Maness for his years of service to the City of Asheboro. Additionally, Assistant Chief Williams presented Lieutenant Maness with a plaque that included his badge as a token of gratitude for his loyal service to the City of Asheboro as a police officer from October 22, 1990 until September 1, 2014. In addition to his badge, Chief Norton presented Lieutenant Maness with his service side arm that he carried at the time of his retirement.

**5. Consent agenda:**

Upon motion by Mr. Bell and seconded by Mr. Burks, Council voted unanimously to approve the following consent agenda items. Council Members Baker, Bell, Burks, Carter, Moffitt and Swiers voted in favor of the motion.

- (a) The minutes of the City Council's regular meeting on August 7, 2014.**

- (b) The general account of a closed session conducted pursuant to Section 143-318.11(a)(4) of the North Carolina General Statutes during the City Council's regular meeting on August 7, 2014.
- (c) A resolution to seal the general account of the closed session that was held on August 7, 2014.

RESOLUTION NUMBER 33 RES 9-14

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

SEALED GENERAL ACCOUNT OF A CLOSED SESSION

**WHEREAS**, Section 143-318.10(e) of the North Carolina General Statutes provides, in pertinent part, that the "minutes or an account of a closed session conducted in compliance with G.S. 143-318.11 may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session;" and

**WHEREAS**, pursuant to Section 143-318.11(a)(4) of the North Carolina General Statutes, the City Council of the City of Asheboro properly conducted a closed session during a regular meeting on August 7, 2014, in order to discuss matters relating to the location or expansion of industries or other businesses in the City of Asheboro;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro that the general account of the closed session held by the City Council on August 7, 2014, is to be sealed so long as public inspection of the records would frustrate the purpose of the closed session; and

**BE IT FURTHER RESOLVED** that the city manager is hereby authorized to act as the Asheboro City Council's agent with the authority to unseal these records when the purpose of the closed session would no longer be frustrated by making the records available for public inspection or when the unsealing of the said general account is otherwise required by law.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 11<sup>th</sup> day of September, 2014.

/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

- (d) The findings of fact, conclusions of law, and order entered by the City Council under Community Development Division File Number CUP-14-09.

Case No. CUP-14-09  
City Council  
City of Asheboro

IN THE MATTER OF THE APPLICATION BY LARRY McKENZIE AND Mc-Mc PROPERTIES, LLC FOR A CONDITIONAL USE PERMIT AUTHORIZING A RESIDENTIAL PLANNED UNIT DEVELOPMENT

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

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THIS MATTER came before the Asheboro City Council (hereinafter referred to as the "Council") for a properly advertised quasi-judicial public hearing on the question of whether to approve an application for a Conditional Use Permit. The public hearing was opened and sworn testimony received during a regular meeting of the Asheboro City Council that was held on August 7, 2014. Having considered all competent evidence and argument, the Council, on the basis of competent, material, and substantial evidence, does hereby enter the following:

FINDINGS OF FACT

1. Larry W. McKenzie properly submitted to the City of Asheboro an application in his individual capacity and as a manager of Mc-Mc Properties, LLC (Larry McKenzie and Mc-Mc Properties, LLC shall be hereinafter collectively referred to as the "Applicant") for a Conditional Use Permit

authorizing a land use identified in the Asheboro Zoning Ordinance as a Residential Planned Unit Development (this land use shall be hereinafter referred to as a "PUD"). The said application was initially processed and brought before the Council as a Special Use Permit due to the regulation of planned unit developments as special uses. Ultimately, for the reasons set forth herein, the application was treated as an application for a Conditional Use Permit and the case was converted from Community Development Division File No. SUP-14-01 to File No. CUP-14-09.

2. The Applicant has submitted a site plan showing the proposed PUD on a single parcel of land in which the Applicant has an ownership interest and that is located within the corporate limits of the City of Asheboro at the western terminus of Springwood Road. The said parcel of land is identified by Randolph County Parcel Identification Number 7750423717 (this parcel of land shall be hereinafter referred to as the "Zoning Lot").

3. Pursuant to Article 200 of the Asheboro Zoning Ordinance (the Asheboro Zoning Ordinance shall be hereinafter referred to as the "AZO"), in order to be properly permitted under the AZO, a PUD land use must be permitted by means of the issuance of a Special Use Permit.

4. General standards for special uses along with specific requirements for the respective land uses that require a Special Use Permit are prescribed by Article 600 of the AZO.

5. Subsection A of Section 630 of the AZO prescribes the following regulations for the requested PUD:

*1. Residential Planned Unit Developments may be permitted in any R40, R15, R10, R7.5, RA6(,) or OA6 zoning district as long as the proposed development contains a minimum of 2 acres. Those uses ordinarily permitted by right, by SUP, or as an accessory within the district (where) the development is to be located may be included in the development.*

*2. Review of an application for a PUD SUP shall occur simultaneously with a review of plats submitted in compliance with the Asheboro Subdivision Ordinance. If the PUD requires review as a "major" subdivision(,) the Sketch Design Plat shall be properly submitted, reviewed(,) and recommended by the Planning Board for the City Council's consideration as the PUD SUP. The Sketch Design Plat and the site plan required for the SUP may be combined on one plat so long as the requirements for each are met. If the PUD requires a "minor(" subdivision(,) the required subdivision plat shall be properly submitted for approval. Approval shall be subject to any conditions of the PUD SUP and granted only after approval of the SUP by the City Council.*

*3. Residential PUDs may have direct access to City streets or State roads which are not major or minor thoroughfares, provided such access will not create safety hazards due to design or congestion.*

*4. Streets within a PUD may be public or private according to the regulations of the Asheboro Subdivision Ordinance.*

*5. The yard and height regulations set forth in Table 200-1 (of the AZO) may be modified for a PUD, provided that, for such development as a whole, excluding public street right-of-ways or the area dedicated to private streets but including individual lots, common areas, parks(,) and other permanent open spaces, there shall not be less than the required area per dwelling unit for the district in which such development is located.*

*6. Utilities shall be planned and installed according to the Asheboro Subdivision Ordinance.*

*7. Provisions and plans for garbage and waste collection shall be included with the application.*

*8. Buffers and/or screening shall be installed and maintained based on the types of individual uses contained within the development as per Article 304A (of the AZO).*

*9. Signs will be regulated as per Article 500 (of the AZO).*

*10. Off street parking shall be provided as per Article 400 (of the AZO).*

*11. General landscaping shall be installed and maintained. Plans indicating all required and non-required landscaping shall be submitted as part of the application.*

6. The Zoning Lot is 6.75 acres, more or less, in size.
7. The Zoning Lot is located within a Conditional Use RA6 zoning district.

8. Pursuant to Section 102 of the AZO, only those uses specifically permitted in the zoning district to which the conditional use district corresponds, in this case the RA6 zoning district, are permitted. Furthermore, no use is permitted within a conditional use district except as authorized by means of the Council issuing a Conditional Use Permit that specifies the land use or uses approved for a particular lot.

9. With regard to land uses, such as the requested PUD, that are permitted by means of the issuance of a Special Use Permit, Section 102 of the AZO provides as follows:

*The authorization of a Conditional Use Permit in any CU District for any use which is permitted only as a Special Use in the district which corresponds to the CU District shall preclude any requirement for obtaining a Special Use Permit for any such use from the City Council.*

10. The Zoning Lot is currently undeveloped property.
11. The surrounding land uses are as follows:

**North:** Undeveloped, Residential  
**South:** Industrial

**East:** Single-Family Residential  
**West:** I-73/I-74 (U.S. Highway 220 Bypass)

12. With regard to the city's comprehensive development plans, the Growth Strategy Map identifies the area in which the Zoning Lot is located as a primary growth area, and the proposed land development plan map designates the area as neighborhood residential.

13. In 2005, a different applicant applied for and received a Conditional Use Permit (Case No. CUP-05-25) authorizing a residential planned unit development with 22 attached dwelling units in structures with either 2 or 3 units per structure.

14. After the quasi-judicial hearing conducted under case number CUP-05-25, the following finding was entered by the Council:

*Jim Wright, a real estate appraiser, offered credible testimony that the proposed development would not detrimentally impact the value of adjoining properties, especially in light of the fact that the proposed development was more desirable in terms of the value of adjoining properties than industrial development.*

15. During the quasi-judicial hearing held on August 7, 2014, in connection with the current case, Larry McKenzie, who is an experienced real estate developer, offered a favorable comparison to another residential planned unit development that he successfully undertook and that is known as "Fairway Townhomes" in support of his contention that the Applicant's proposed PUD will not detrimentally impact the value of adjoining properties.

16. The Applicant's current proposal is for 24 units in 12 buildings with 2 dwelling units per structure. This design proposal yields approximately 3.6 dwelling units per acre. In addition to changing the design from 3 to 2 units per building, the Applicant has changed the building design from 2-story buildings to 1-story buildings.

17. Under the AZO, the maximum gross floor area of a residential development in the Conditional Use RA6 zoning district is 64,686 square feet. The Applicant's proposal specifies a development of 35,580 square feet.

18. The Zoning Lot is located within the AZO's United States Highway 220 Overlay District. Consequently, the City of Asheboro Planning Board is required to review the proposed development to ensure that the proposal protects the "existing natural character of the view" from the United States Highway 220 Bypass (I-73/I-74). The City of Asheboro Planning Board did review the Applicant's proposal during a meeting held on August 4, 2014, and, for the purpose of the overlay district, approved the proposal.

19. In an effort to ensure the compatibility of the proposed land use with the surrounding land uses and to advance the public interest, the Applicant worked with staff members in the city's Community Development Division to reach agreement on conditions that city staff members and the Applicant could recommend to the Council for attachment to the requested Conditional Use Permit. The permit conditions recommended by city staff, and accepted by the Applicant during the hearing of this case, are as follows:

*a. All permits from the North Carolina Department of Environment and Natural Resources shall be obtained as required.*

*b. Significant existing vegetation (as indicated on the site plan) shall be preserved where possible. Clearing and grading shall be permitted where necessary for the installation of infrastructure, required improvements, and the building of any structures associated with the Conditional Use Permit.*

*c. Fire hydrant locations shall be coordinated with the Asheboro Fire Department.*

*d. A declaration of restrictive covenants prohibiting recreational vehicle parking, including boats, as required by the City of Asheboro Subdivision Ordinance shall be submitted and recorded with the final plat.*

*e. All roads, driveways, parking areas, storm sewer systems, and other improvements shall be maintained by the homeowners' association.*

*f. The site plan depicts a concrete pad within the public right-of-way of Springwood Road in front of the proposed community mailbox, which is itself located outside of the public right-of-way. The concrete pad within the public right-of-way shall, at a minimum, provide an area that is adequate for 1 drop-off space for a motor vehicle, including maneuvering area, located outside of the area depicted on the site plan as "existing pavement" on the public right-of-way of Springwood Road. Such drop-off area shall be designed in accordance with commonly accepted traffic engineering practices. Construction of this area shall be the responsibility of the Applicant and is subject to approval by the City of Asheboro Public Works Division and Engineering Department. Alternatively, if the Applicant chooses to construct the community mailbox and any associated vehicular areas in a location completely on private property, such a decision will not be considered a modification of the Conditional Use Permit.*

*g. A clerical error was identified on the combined subdivision sketch design plat and Conditional Use Permit site plan dated July 22, 2014. The error pertains to the labeling of the dimension of the 25' setback and vegetative buffer adjacent to the United States Highway 220 Bypass (I-73/I-74). A revised plat/site plan reflecting the correction of this error shall be submitted to staff members in the City of Asheboro Community Development Division for staff review and inclusion in the file without further review by the Council.*

*h. Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the owner(s) of the Zoning Lot shall properly execute and deliver to the Zoning Administrator, for recordation in the Office of the Randolph County Register of Deeds, a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Use Permit in the chain of title for the Zoning Lot.*

20. During the hearing of this case, testimony was offered by two witnesses who had generalized concerns about the adequacy of Springwood Road as a point of access to the proposed development. However, no analytically sound evidence was introduced during the hearing to establish that police, fire, or any other type of public service vehicle would be unable to reasonably access and provide service to Springwood Road and the PUD proposed for the western terminus of the road. Furthermore, no traffic count or any other type of traffic study was introduced to indicate that Springwood Road would be unable to handle within acceptable parameters the traffic flow that may be generated by the proposed PUD.

21. The totality of the evidence entered during the hearing of this matter established that, with the suggested conditions, the site plan for the proposed PUD meets the technical specifications of the AZO.

22. The evidence produced during the course of the hearing of this case did not raise any concern about the redesigned PUD possessing a design feature that would call into question, in any material sense, the findings and conclusions relied upon by the Council to approve a residential planned unit development for the Zoning Lot as early as 2005.

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

#### CONCLUSIONS OF LAW

With the proposed conditions described hereinabove, the requested Conditional Use Permit is to be issued on the basis of the following conclusions:

1. The proposed development will not materially endanger the public health or safety if the proposed land use is located where proposed and developed according to the plan as submitted and approved;

2. The evidence received during the public hearing established that the proposed land use does meet all of the required conditions and specifications of the Asheboro Zoning Ordinance;

3. The evidence presented during the course of the hearing of this matter established that the proposed land use will not substantially injure the value of the adjoining or abutting property; and

4. The location and character of the Applicant's proposed land use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located and in general conformity with the plan of development of Asheboro and its environs.

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

#### ORDER

Subject to the following conditions, a Conditional Use Permit authorizing the above-described residential planned unit development on the said Zoning Lot is hereby approved and issued to the Applicant and the Applicant's heirs, successors, and assigns. The continuing validity of this Conditional Use Permit is hereby made expressly contingent upon the Applicant and the Applicant's heirs, successors, and assigns complying at all times with the applicable provisions of the Asheboro Zoning Ordinance, the site plan presented and approved during the hearing of this matter, and the following supplementary conditions:

a. All permits from the North Carolina Department of Environment and Natural Resources shall be obtained as required.

b. Significant existing vegetation (as indicated on the site plan) shall be preserved where possible. Clearing and grading shall be permitted where necessary for the installation of infrastructure, required improvements, and the building of any structures associated with the Conditional Use Permit.

c. Fire hydrant locations shall be coordinated with the Asheboro Fire Department.

d. A declaration of restrictive covenants prohibiting recreational vehicle parking, including boats, as required by the City of Asheboro Subdivision Ordinance shall be submitted and recorded with the final plat.

e. All roads, driveways, parking areas, storm sewer systems, and other improvements shall be maintained by the homeowners' association.

f. The site plan depicts a concrete pad within the public right-of-way of Springwood Road in front of the proposed community mailbox, which is itself located outside of the public right-of-way. The concrete pad within the public right-of-way shall, at a minimum, provide an area that is adequate for 1 drop-off space for a motor vehicle, including maneuvering area, located outside of the area depicted on the site plan as "existing pavement" on the public right-of-way of Springwood Road. Such drop-off area shall be designed in accordance with commonly accepted traffic engineering practices. Construction of this area shall be the responsibility of the Applicant and is subject to approval by the City of Asheboro Public Works Division and Engineering Department. Alternatively, if the Applicant chooses to construct the community mailbox and any associated vehicular areas in a location completely on private property, such a decision will not be considered a modification of the Conditional Use Permit.

g. A clerical error was identified on the combined subdivision sketch design plat and Conditional Use Permit site plan dated July 22, 2014. The error pertains to the labeling of the dimension of the 25' setback and vegetative buffer adjacent to the United States Highway 220 Bypass (I-73/I-74). A revised plat/site plan reflecting the correction of this error shall be submitted to staff members in the City of Asheboro Community Development Division for staff review and inclusion in the file without further review by the Council.

h. Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the owner(s) of the Zoning Lot shall properly execute and deliver to the Zoning Administrator, for recordation in the Office of the Randolph County Register of Deeds, a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Use Permit in the chain of title for the Zoning Lot.

The above-listed findings, conclusions, and order were adopted by the Asheboro City Council in open session during a regular meeting held on the 11<sup>th</sup> day of September, 2014.

/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

- (e) **Acknowledgment of the receipt of the minutes of the Asheboro ABC Board meeting held on August 4, 2014.**

[A copy of the above-referenced minutes received from the Asheboro ABC Board is on file in the City Clerk's office.]

- (f) **The temporary closing of the following streets for a tractor parade on Saturday, October 11, 2014 from 10:00 a.m. until 11:00 a.m.: Hoover Street, Davis Street, North Church Street from Hoover Street to Sunset Avenue, Sunset Avenue from Church Street to South Fayetteville Street, South Fayetteville Street from Sunset Avenue to West Academy Street, and West Academy Street from South Fayetteville Street to South Church Street.**

[A copy of the parade permit application form, including a street map, which was submitted by the event organizer, is on file in the City Clerk's office.]

- (g) **The temporary closing of North Street, Trade Street, and Sunset Avenue between Church Street and Fayetteville Street for the Cultural and Recreation Services Division's Halloween event ("Trick or Treat in the Park") from 6:00 p.m. until 9:00 p.m. on Friday, October 31, 2014.**

[A copy of the parade permit application form, including a street map, which was submitted by the Cultural and Recreation Services Department, is on file in the City Clerk's office.]

**6. Community Development Items:**

- (a) **Zoning Case No. RZ-14-07: A legislative hearing that pertains to an application filed by Clyde Foust, on behalf of George Washington Carver College, to rezone property located at 950 Martin Luther King, Jr. Drive from R7.5 (Medium-Density Residential) and B1 (Neighborhood Commercial) to B2 (General Commercial).**

Mayor Smith opened the public hearing on the following request.

The requested rezoning pertains to approximately 1.94 acres of land. The property of George Washington Carver College is located at 950 Martin Luther King, Jr. Drive and is more specifically identified by Randolph County Parcel Identification Number 7761332561.

Mr. Nuttall presented the Community Development Division staff's analysis of the request submitted by Mr. Clyde Foust to rezone the above-described property from R7.5 (Medium Residential) and B1 (Neighborhood Commercial) to B2 (General Commercial).

The staff report noted that the property is located inside the city's corporate limits, and all city services are available. The area in which the property is located includes a mix of uses, including single-family and two-family residences. Commercial and institutional (i.e. church) uses are located farther west of the property along Martin Luther King, Jr. Drive, while single-family residences and a public use facility (substation) are located south of the property along South Spring Street. According to the Asheboro Zoning Ordinance, *the B2 General Commercial District is intended to serve the convenience goods, shoppers goods retail and service needs of the motoring public, both local and transient. This district should always be located with access directly to major or minor thoroughfares.*

The Planning Board concurred with the following Community Development Division staff's analysis and recommended approval of the requested rezoning:

"A number of factors support the request. A portion of the property is currently zoned B1 Neighborhood Commercial. Although the Land Development Plan proposes neighborhood residential use on the property that is currently zoned R7.5, the available history indicates the property has been used for non-

residential purposes and property that is contiguous to the south is zoned B2. Additionally, the Central Small Area Plan recommends strategically located commercial development along minor thoroughfares, to accommodate existing, and some future commercial development. Considering these factors, staff believes the B2 designation fits the history and context of the property.”

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. Baker, Council Members Baker, Bell, Burks, Carter, Moffitt and Swiers voted unanimously to adopt the recommendation/analysis of the Community Development Division staff and the Planning Board and approved the requested rezoning as well as adopting the following consistency statement that was initially proposed in the staff report:

After considering the above factors (the excerpt from the staff report that is quoted above), the zoning map amendment will allow a reasonable use of the property and ensure consistency with the Land Development Plan.

[A copy of the visual presentation utilized by Mr. Nuttall during the hearing is on file in the City Clerk's office.]

**(b) Presentation of the Piedmont Triad Rural Planning Organization's Regional and Division transportation projects receiving local input points in conjunction with the NCDOT Strategic Transportation Investments Law.**

Mr. Nuttall utilized a visual presentation and highlighted the new strategic prioritization process for evaluating transportation priorities developed by the North Carolina Department of Transportation (NCDOT) in response to state legislation. The process requires planning organizations responsible for transportation planning, as well as NCDOT Division offices, to develop a process to rank projects. The Piedmont Triad Rural Planning Organization worked with NCDOT Division 7 and Division 8 to evaluate and determine projects based on a set of policy criteria. The local process was completed on August 29, 2014.

Additionally, Mr. Nuttall presented a list of some of the potentially fundable projects for Randolph County. A copy of the visual presentation and the list of the projects utilized by Mr. Nuttall is on file in the City Clerk's office.

**(c) Consideration of a resolution authorizing a public hearing to be held during the October 2014 council meeting in order to receive evidence of a potential public health nuisance subject to abatement under Section 160A-193 of the North Carolina General Statutes.**

Mr. Nuttall presented and recommended adoption, by reference, of the aforementioned resolution.

Upon motion by Mr. Baker and seconded by Ms. Carter, Council voted unanimously to adopt the following resolution by reference. Council Members Baker, Bell, Burks, Carter, Moffitt, and Swiers voted in favor of the motion.

**RESOLUTION NUMBER 34 RES 9-14**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**RESOLUTION SETTING THE DATE, TIME, AND PLACE FOR A QUASI-JUDICIAL HEARING ON THE QUESTION OF ABATING A POTENTIAL PUBLIC HEALTH NUISANCE**

**WHEREAS**, Section 160A-193 of the North Carolina General Statutes authorizes the city to remove, abate, or remedy everything in the city limits, or within one mile thereof, that is dangerous or prejudicial to the public health or public safety; and

**WHEREAS**, this authority can be exercised by the Asheboro City Council upon adequate notice, right to a quasi-judicial hearing, and the right to appeal to the General Court of Justice; and

**WHEREAS**, the former Value Inn at 901 Albemarle Road in Asheboro has been closed by the owners, and no one appears to be exercising control over the abandoned, open swimming pool that is located on the premises; and



5. WaynCo Roofing, LLC \$79,533.00

The proposal/bid submitted by Truline, Inc. was the lowest responsible and responsive bid, and Mr. Leonard reported that the company will begin the project soon.

A copy of the visual presentation utilized by Mr. Leonard in the above presentations is on file in the City Clerk's office.

**9. Update on the process to purchase a new fire truck.**

Chief Wright reported that the fire department is in the process of purchasing new fire truck, a Pierce Arrow XT 1500/500 Custom Pumper. Additionally, Chief Wright presented photographic examples of the fire apparatus in order to give the Council Members a visual idea of the truck. A pre-build meeting for the truck will begin in November of this year, and the anticipated delivery date is June 2015.

**10. Upcoming events that were announced by Mayor Smith:**

- North Tower Band concert in Bicentennial Park on Sunday, September 14, 2014 at 7:00 p.m.
- Annual Cereal Sale and United Way Campaign kick-off on Saturday, September 20, 2014 at 10:00 a.m. at Randolph Mall, hosted by MOM Brands.
- Elected Officials Picnic on Wednesday, September 24, 2014 at 6:00 p.m., hosted by City of Ramseur.
- Fall Festival on Saturday and Sunday, October 4-5, 2014 from 10:00 a.m. until 6:00 p.m.
- North Carolina League of Municipalities Annual Conference on October 11-14, 2014 in Greensboro, North Carolina.
- Asheboro/Randolph Chamber of Commerce Annual Planning Retreat on November 6-8, 2014 in Wilmington, North Carolina.

**12. Closed session.**

Mayor Smith entertained a motion to go into closed session pursuant to the statutory provisions found in Section 143-318.11(a)(4) of the North Carolina General Statutes in order to discuss matters relating to the location or expansion of industries or other businesses in the area served by the City of Asheboro, including agreement on a tentative list of economic development incentives that may be offered by the city in negotiations.

Upon motion by Mr. Bell and seconded by Ms. Carter, Council voted unanimously to go into closed session for the above-stated reason and pursuant to the above-cited statutory authority. Council Members Baker, Bell, Burks, Carter, Moffitt, and Swiers voted in favor of the motion.

A separate general account of the closed session held pursuant to Section 143-318.11(a)(4) of the North Carolina General Statutes has been prepared and filed in the City Clerk's office.

**13. Return to open session.**

After returning to open session, there were no action items to be discussed.

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

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Holly H. Doerr, CMC, NCCMC, City Clerk

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David H. Smith, Mayor



**TO:** John Ogburn, *City Manager*

**FROM:** Jonathan Sermon, *Recreation Services Superintendent*

**DATE:** September 29, 2014

**SUBJECT:** **Dark Geese (Canada & White-Fronted Geese) & Duck Hunting Season Dates**

The Cultural & Recreation Services Department is requesting to be placed on the consent agenda for the October 9<sup>th</sup> City Council meeting. The request is for the annual approval of the dark geese (Canada & white-fronted geese) & duck hunting dates at Lake Reese.

The Recreation Services Department has offered Geese/Duck Hunting at Lake Reese for the last six years after a short hiatus due to low interest. After a successful past six years, the department would like to offer this activity at Lake Reese again in 2014.

Listed below are the proposed dates for the **2014 - 2015 Dark Geese (Canada & White-Fronted Geese) & Duck** hunting season at Lake Reese.

**NOVEMBER 20<sup>th</sup>, 22<sup>nd</sup>, 24<sup>th</sup>**  
**DECEMBER 18<sup>th</sup>, 20<sup>th</sup>, 22<sup>nd</sup>**  
**JANUARY 8<sup>th</sup>, 10<sup>th</sup>, 12<sup>th</sup>**

Hunting hours are ½ hour before sunrise to sunset. The Lake will be closed to other activities while hunting takes place. Hunters are required to call Lake Reese at least 24 hours in advance to reserve a space. If hunting reservations are not made, the Lake will operate on its regular winter schedule.



APPLICATION FOR PARADE PERMIT

In accordance with the Asheboro City Code, Section 97.04, application is hereby made for a parade permit. This permit must be received fourteen (14) days prior to the day of the parade.

Contact Name: Shelia Robbins Scott

Address: 3282 Robbins Scott Rd, Randleman, NC, 27317

Phone: 336 498-3398 E-mail: sheliarscott@aol.com  
cell 336 953 2884

Organization: NONE

Address: —

Phone: —

Date of Parade: Sunday, Nov. 2 2014 Start Time: 3:00 End Time: 4:00

Number of Persons: 100 Number of Vehicles: 0 -

Streets Involved: Park, Taft, Church, Sunset

Special officials and/or guests: 0 -

Insurance Company & Policy Number: Western World Ins. Co.

Any additional information: insurance issued 1 month prior to event - will bring after Oct 2nd

The undersigned agrees to hold the City of Asheboro and its officers, employees and agents free and harmless from and against any and all claims, losses, damages and settlements arising out of or relating to this parade. The undersigned agrees to investigate and provide defense for and defend any such claims at his/her (?) sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless or false.

Signature of Authorized Representative: Shelia R Scott

Internal Use Only

Police Department Recommendation: \_\_\_\_\_

City of Asheboro Approval By: [Signature] Date: 1/15/2014



**ASHEBORO  
FALL ROUND-UP  
HORSE PARADE**

**14th Annual**

**Sunday, November 2, 2014**

**3:00 PM**

**Downtown Asheboro**

Parade begins at the corner of Sunset Ave. and Park St.  
The parade route goes South on Park St. turns left on Taft St., left on Church St.,  
left on Sunset Ave back to Park St.

**Trailer Parking: Courier Tribune Parking Lot and Hoover  
Street behind the Courier Tribune Building**

**Prizes awarded for: Best Horse, Best Pony, Best Mule, Best  
Man, Best Woman, Best Boy, Best Girl, Best Western, Best  
English, Best Costume, Best Team, Best Wagon, and Oddest  
Entry**

**More information contact: Shelia Robbins Scott 336-953-2884**

RAIN DATE NOV. 15, 2014

Item 4 (e)

# CITY OF ASHEBORO NORTH CAROLINA

## APPLICATION FOR PARADE PERMIT

In accordance with the Asheboro City Code, Section 97.04, application is hereby made for a parade permit. This permit must be received fourteen (14) days prior to the day of the parade.

Contact Name: EDWARD "LUCKY" LUCKADO

Address: 4799 OLD GREENSBORO RD. RANDLEMAN 27317

Phone: 336-498-7146 H E-mail: eluckado@triad.rr.com  
336-498-2614 W

Organization: RANDOLPH COUNTY VETERANS COUNCIL

Address: SAME AS ABOVE

Phone: \_\_\_\_\_

Date of Parade: NOV. 11, 2014 Start Time: 4:00 PM End Time: 5:00 PM

Number of Persons: NA Number of Vehicles: NA

Streets Involved: Church ST., SUNSET AVE., FAYETTEVILLE ST & WORTH ST

Special officials and/or guests: Close WILMAN AVE & ACADEMY ST

Insurance Company & Policy Number: NA

Any additional information: Need Traffic Detained off Church AT 3:30  
UNTIL PARADE IS OVER Need Police OFFICER AT CORNER HELP WITH  
TRAFFIC  
Close ST. 3:00 - 5:00 PM

The undersigned agrees to hold the City of Asheboro and its officers, employees and agents free and harmless from and against any and all claims, losses, damages and settlements arising out of or relating to this parade. The undersigned agrees to investigate and provide defense for and defend any such claims at his/her (?) sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless or false.

Signature of Authorized Representative: Edward W Luckado Jr

internal Use Only

Police Department Recommendation: \_\_\_\_\_

City of Asheboro Approval By: [Signature] Date: 10/2/2014



2014 Randolph County  
Veteran's Day Parade Registration Form  
Asheboro, North Carolina

November 11, 2014 - 4pm

Prizes  
1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup>

No  
Entry Fee

Theme Of Parade: U.S.Army

In Memory Of: First Sergeant James E. Allred (U.S. Army)

Grand Marshall: Master Sergeant Wendy Hagerty (U.S. Army)

Name of Person/Organization: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Contact Person (must be present at parade line-up): \_\_\_\_\_

Each Entry **Must** Have a Separate Application (Circle) JROTC Band Car

Truck Motorcycle Float w/towing vehicle Walking Unit (approx # \_\_\_\_\_)

Are you a Veteran? If so what branch of service. \_\_\_\_\_ Date \_\_\_\_\_

REMEMBER: This is a parade to honor ALL Veterans. Banners and signage should reflect that theme.

Candy or other material may be handed out (not thrown from the entry).

Entries selected to participate in the parade will receive an official entry number and additional information Nov,7 2014—Nov,10 2014. Any entries received after November 7 will be placed at the rear of the parade. (Line up on Church Street.)

All entries should arrive at the staging area in ample time to locate your assigned space. Entries must be in their designated space NO LATER THAN 3:30pm to secure your space well before the start time of 4:00pm.

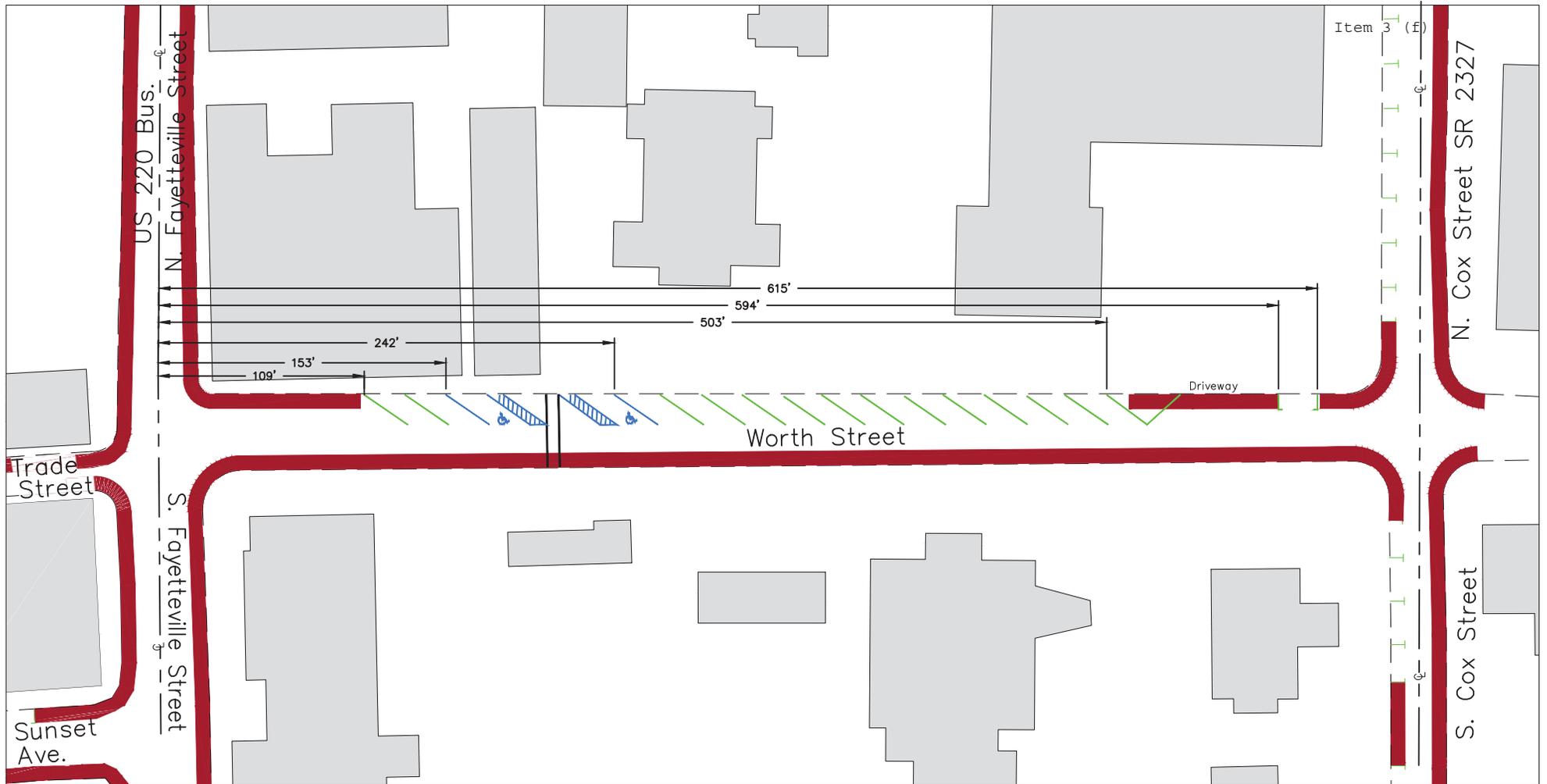
All parade participants agree to hold the Randolph County Veterans Council, The City of Asheboro and/or any agency or individual acting on its behalf, harmless for any loss of property or injury as a result of their participation in this parade.

As the authorized representative of the above identified organization/individual, I, the undersigned have read the requirements for participation in the Randolph County Veterans Day Parade, agree to abide by these requirements and other requests made by the Randolph County Veterans Day Parade Committee

Signature of Authorized Representative \_\_\_\_\_

Return this form by November 7, 2014 to: Lucky Luckado 4799 Old Greensboro Rd. Randleman, NC 27317 (336) 498-7146-----email: [eluckado@triad.rr.com](mailto:eluckado@triad.rr.com)

\*\*\*RAIN DATE\*\*\* Saturday, November 15, 2014 @ 4 PM



### Parking Plan for Section of Worth Street

City of Asheboro, North Carolina  
October, 2014      Scale 1" = 50'

- No Parking
- Marked Parking, 2 Hr. Limit (7:00am - 7:00pm Monday through Friday, except legal holidays)
- Marked Parking (All Day)
- Handicapped Parking Spaces

EXHIBIT 1 – Ordinance No. \_\_\_\_\_  
Adopted \_\_\_\_\_, 2014  
Sheet 1 of 1

(f) Item 4



NORTH CAROLINA  
RANDOLPH COUNTY

**SIDEWALK AGREEMENT**

DATE: 9/10/2014

NORTH CAROLINA TRANSPORTATION OF  
TRANSPORTATION

AND

Project: ER-2971H

WBS Elements: 3608.3.08

CITY OF ASHEBORO

CFDA: 20.205

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Asheboro, a municipal corporation, hereinafter referred to as the "Municipality".

**WITNESSETH:**

WHEREAS, Section 1113 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU) requires that Surface Transportation Program funds be available for transportation enhancement activities in the Statewide Transportation Improvement Program; and,

WHEREAS, the Municipality has requested enhancement funding for the construction of sidewalks in Randolph County; and,

WHEREAS, the Department has agreed to participate in the cost of said sidewalks subject to the conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

**GENERAL PROVISIONS**

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

## **PERSON IN RESPONSIBLE CHARGE**

If the Municipality is performing the work under this Agreement, then the Municipality shall designate a person, or persons, to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

## **COMPLIANCE WITH STATE/FEDERAL POLICY**

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the Local Programs Management Handbook.

## **FAILURE TO COMPLY - CONSEQUENCES**

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

## **SCOPE OF THE PROJECT**

1. The Project consists of construction of concrete sidewalk along US 64 (E. Dixie Drive) from Executive Way to SR 2197 (Dublin Road) in Asheboro, Randolph County.

## **PROFESSIONAL SERVICES**

2. If the Municipality causes the professional engineering services required by this Agreement to be performed by contracting with a private engineering firm and seeks reimbursement for said services under this agreement, it is agreed as follows:
  - A. The Municipality shall ensure that an engineering firm is obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.
  - B. The Municipality, when procuring architectural, professional and engineering services, must adhere to North Carolina Department of Transportation Rules and Regulations for Major Professional or Specialized Services Contracts. This policy conforms to N.C.G.S. 143-64, Parts 31 and 32, and Title 23 of the Code of Federal Regulations, Part 172. The Municipality shall comply with the policies and standards for negotiated contracts as contained in the Federal-Aid Policy Guide, Part 172; said policies and standards being incorporated in this Agreement by reference, and currently available at ([www.fhwa.dot.gov/legsregs/legislat.html](http://www.fhwa.dot.gov/legsregs/legislat.html)).
  - C. The Municipality shall submit all professional services contract proposals to the Department for review and approval prior to execution of any professional services contract by the Municipality. In the event that the professional services contract proposal (engineering) exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.
  - D. Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the total construction cost. This applies to private engineering firms and/or work performed by the Municipality and/or the Department. The Municipality and/or its agent, shall perform project administration in accordance with all Departmental and Federal policies and procedures.

## **PLANNING AND DESIGN**

3. The Municipality, shall be responsible for the preparation of all environmental documentation (Categorical Exclusion), including any environmental permits, required for said project. All work shall be accomplished in accordance with Departmental and Federal procedures and guidelines.

4. The Municipality shall be responsible for the development of the design and preparation of project plans specifications, quantities and details for said project. Said work shall be accomplished in accordance with Departmental and Federal standards and specifications and submitted to the Department for review and approval prior to any work being performed by the Municipality.

## **UTILITIES AND RIGHT OF WAY**

5. The Municipality at no expense or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the project, and provide and/or acquire any needed right of way or construction easements for said project. Acquisition of all right of way and/or construction easements shall be in accordance with the Right of Way Acquisition Policy contained in the Federal-Aid Policy Guide, Part 712, Subpart B; and the North Carolina Department of Transportation Right of Way Manual. The Municipality shall be solely responsible for all damages and claims for damages associated with the acquisition of right of way.

## **CONSTRUCTION**

6. The Municipality shall construct, or cause to be constructed, the project in accordance with the project plans and with Departmental and Federal policies and procedures. The Municipality, and/or its agent, shall let the contract and administer the project in accordance with Title 23 of the Code of Federal Regulations, Part 635; and North Carolina General Statute § 143-129; and the procedures set out herein below:
  - A. The Department's Division Engineer, at his discretion, may assign a resident engineer to the project who shall have the right to inspect any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. The resident engineer will be the Department's representative on the project. The resident engineer will furnish the Municipality with any forms that may be needed in order to follow standard Department practices and procedures in the administration of the contract.
  - B. During construction of the project, if any changes in the sidewalk plans are necessary, such changes must be approved by the Division Engineer prior to the work beginning.
  - C. All materials incorporated into the project and workmanship performed by the contractor shall be in reasonable close conformity with the Standards and Specifications of the Department.
  - D. The Municipality shall not retain any portion of a payment due the contractor.
  - E. Prior to the final acceptance and payment by the Department, the Division Engineer shall make a final inspection of the completed work. The Division Engineer will be responsible for final acceptance of the completed work on behalf of the Department.

- F. During construction of the project, the Municipality shall provide and maintain adequate barricades, signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformation with standards and specifications of the Department and the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways* published by the Federal Highway Administration.
- G. The Municipality shall complete said work within one (1) year of execution of this agreement.

## FUNDING

- 7. Subject to compliance by the Municipality with the provisions set forth in this Agreement, and the availability of federal funds, the Department shall participate in the actual construction and engineering costs of the project not to exceed \$20,000. Costs which exceed this amount shall be borne by the Municipality.

- A. Upon completion of the project, the Municipality shall bill the Department for actual construction costs as herein stated by submitting an itemized invoice to the Department's Division Engineer. Reimbursement shall be made in one final payment upon receipt and approval of said itemized invoice by the Division Engineer and the Department's Financial Management Division. Said invoice must be submitted within six months of completion and acceptance of the project.

Along with each invoice, the Municipality is responsible for submitting the FFATA Recipient Information Form, which is available at

<https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- B. Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process. Written approval from the Division Engineer is required prior to the use of force account by the Municipality. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 ([http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default)). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.
- C. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" ([www.whitehouse.gov/omb/circulars/a133/a133.html](http://www.whitehouse.gov/omb/circulars/a133/a133.html)), dated June 27,

2003, the Federal Single Audit Act Amendments of 1996, and NCGS § 159-34, the Municipality shall arrange for an independent financial and compliance audit of its fiscal operations. The Municipality 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 Municipality's fiscal year ends.

- D. The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 ([www.fhwa.dot.gov/legregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legregs/directives/fapgtoc.htm)) and Office of Management and Budget (OMB) Circulars A-102 ([www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html)) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at [www.fhwa.dot.gov/legregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and by Office of Management and Budget (OMB) Circular A-87 ([www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html)) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.
- E. The Municipality agrees that it shall bear all construction costs for which it is unable to substantiate actual costs.
- F. Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.
- G. Failure on the part of the Municipality to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the project.

## **CONSTRUCTION SUBCONTRACTOR GUIDELINES**

- 8. Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 Part 26 of the Code of Federal Regulations and the North Carolina Administrative Code. These provisions are

incorporated into this Agreement by reference <https://connect.ncdot.gov/municipalities/Pages/Bid-Proposals-for-LGA.aspx>

- A. The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- B. If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

## **MAINTENANCE**

- 9. The Municipality, at its own expense, shall be responsible for all liability and maintenance for said facility.

## **ADDITIONAL PROVISIONS**

- 10. The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
- 11. It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.
- 12. The Municipality 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 Municipality 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 Financial Management Division.
- 13. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
- 14. Each of the parties covenants that if it enters into any subcontracts in order to perform any of its obligations under this contract, it shall require that the contractors and their subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64. In this E-Verify

Compliance section, the words contractors, subcontractors, and comply shall have the meanings intended by N.C. Gen. Stat. § 160A-20.1.

15. The Municipality shall certify to the Department compliance with all applicable Federal environmental laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by any entity performing work under contract with the Municipality.
16. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department shall not be held liable by the Municipality for any expenses or obligations incurred for the Project except those specifically eligible for the federal funds and obligations as approved by the Department under the terms of this Agreement. The Department shall not reimburse the Municipality any costs that exceed the total federal funding at any time.
17. The Municipality will indemnify and hold harmless the Department, FHWA, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages or claims for damages, which may be initiated by third parties.
18. All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
19. Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceed the funding award, the Department will bill the Municipality.
20. If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.
21. By Executive Order 24, issued by Governor Perdue, and N.C. G. S. § 133-32, 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).

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department is subject to the conditions of this Agreement and that no expenditure of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: CITY OF ASHEBORO  
BY: \_\_\_\_\_ BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

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 procurement, 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.

Approved by \_\_\_\_\_ of the local governing body of the City of Asheboro as attested to by the signature of Clerk \_\_\_\_\_ of said governing body on \_\_\_\_\_ (Date)

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

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

\_\_\_\_\_

Remittance Address:

City of Asheboro

P. O. Box 1106

Asheboro, NC 27204

Attn: Mr. John Ogburn, City Manager

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (DATE)



**RZ-14-08: Rezone from B2 (General Commercial) and I1 (Light Industrial)**

(217 NC Hwy. 49 South: Richard H. Lyda)

**Planning Board Recommendation and Staff Report**

## Planning Board Recommendation & Comments to City Council

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

**Case #** RZ-14  
-08

**Date** 9-8-2014 PB

**Applicant** Richard H. Lyda

**Legal Description**

The property of Ivey Goins, located at 217 NC Hwy. 49 South, totaling approximately 0.75 (+/-) acres and more specifically identified by Randolph County Parcel Identification Number 7750048965.

**Requested Action** Rezone from B2 (General Commercial) to I1 (Light Industrial)

**Existing Zone** B2 General

**Land Development Plan** See rezoning staff report

**Planning Board Recommendation**

Approve

**Reason for Recommendation**

The Planning Board concurred with staff reasoning.

**Planning Board Comments**

## Rezoning Staff Report

**RZ Case #** RZ-14-08

**Date** 9/8/2014 Planning Bd.  
10/9/2014 City Council

### General Information

**Applicant** Richard H. Lyda  
**Address** 217 NC Hwy. 49 South  
**City** Asheboro NC 27205  
**Phone** 336-381-0751  
**Location** 217 NC Hwy. 49 South  
**Requested Action** Rezone from B2 (General Commercial) to I1 (Light Industrial)

**Existing Zone** B2  
**Existing Land Use** Vehicle Towing Operation and Storage Yard  
**Size** 0.75 acres (+/-)  
**Pin #** 7750048965

### Applicant's Reasons as stated on application

The request is consistent with other commercial and industrial uses in the area.

### **Surrounding Land Use**

**North** Commercial/Warehousing  
**East** Commercial  
**South** Commercial  
**West** Single-family

**Zoning History** N/A

### **Legal Description**

The property of Ivey Goins, located at 217 NC Hwy. 49 South, totaling approximately 0.75 (+/-) acres and more specifically identified by Randolph County Parcel Identification Number 7750048965.

### **Analysis**

1. The property is inside the city limits. All city services are available.
2. NC Hwy. 49 South is a state-maintained major thoroughfare. Mack Road is a state-maintained minor thoroughfare.
3. The Zoning Ordinance states that the I1 District is intended to *produce areas for manufacturing, processing and assembly uses, commercial uses, distribution and servicing enterprises, controlled by performance standards to limit the effect of such uses on uses within the district and on adjacent districts.*
4. The area includes a mix of uses including commercial, residential (single and multi family), with some industrial uses and zoning scattered along NC Hwy. 49 South and US Hwy. 64 West/West Dixie Drive.
5. Improvements are planned to Mack Road that will impact the property. These improvements include realignment and installation of traffic signals at Mack Road's intersection with NC Hwy. 49 South.
6. The available history of the property indicates that it has been used for a gas station, motor vehicle sales, and a vehicle towing and storage yard. Text amendments to the Zoning Ordinance adopted in 2008 (Case No. RZ-08-24) specified that storage yards for vehicle towing facilities must be located in an I1 or I2 zoning district. Prior to the text amendments in 2008, vehicle storage yards were allowed in the B2 zoning district.
7. If approved, the I1 district request would allow all uses permitted by right in the district.

# Rezoning Staff Report

RZ Case # RZ-14-08

Page 2

## Consistency with the 2020 LDP Growth Strategy designations

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

<b>Growth Strategy Map Designation</b>	Primary Growth
<b>Proposed Land Use Map Designation</b>	Commercial
<b>Small Area Plan</b>	Southwest

## LDP Goals/Policies Which Support Request

**Checklist Item 4:** The proposed rezoning is compatible with surrounding land uses.

**Checklist Item 5:** The proposed rezoning is compliant with the objectives of the Growth Strategy Map.

**Checklist Items #12, #13, and #14:** 12.) Property is located outside of watershed 13.) The property is located outside of Special Hazard Flood Area. 14.) Rezoning is not located on steep slopes of greater than 20%.

# Rezoning Staff Report

RZ Case # RZ-14-08

Page 3

## LDP Goals/Policies Which Do Not Support Request

**Checklist Item 1:** Rezoning is not compliant with the Proposed Land Use Map.

### Recommendation

Approve

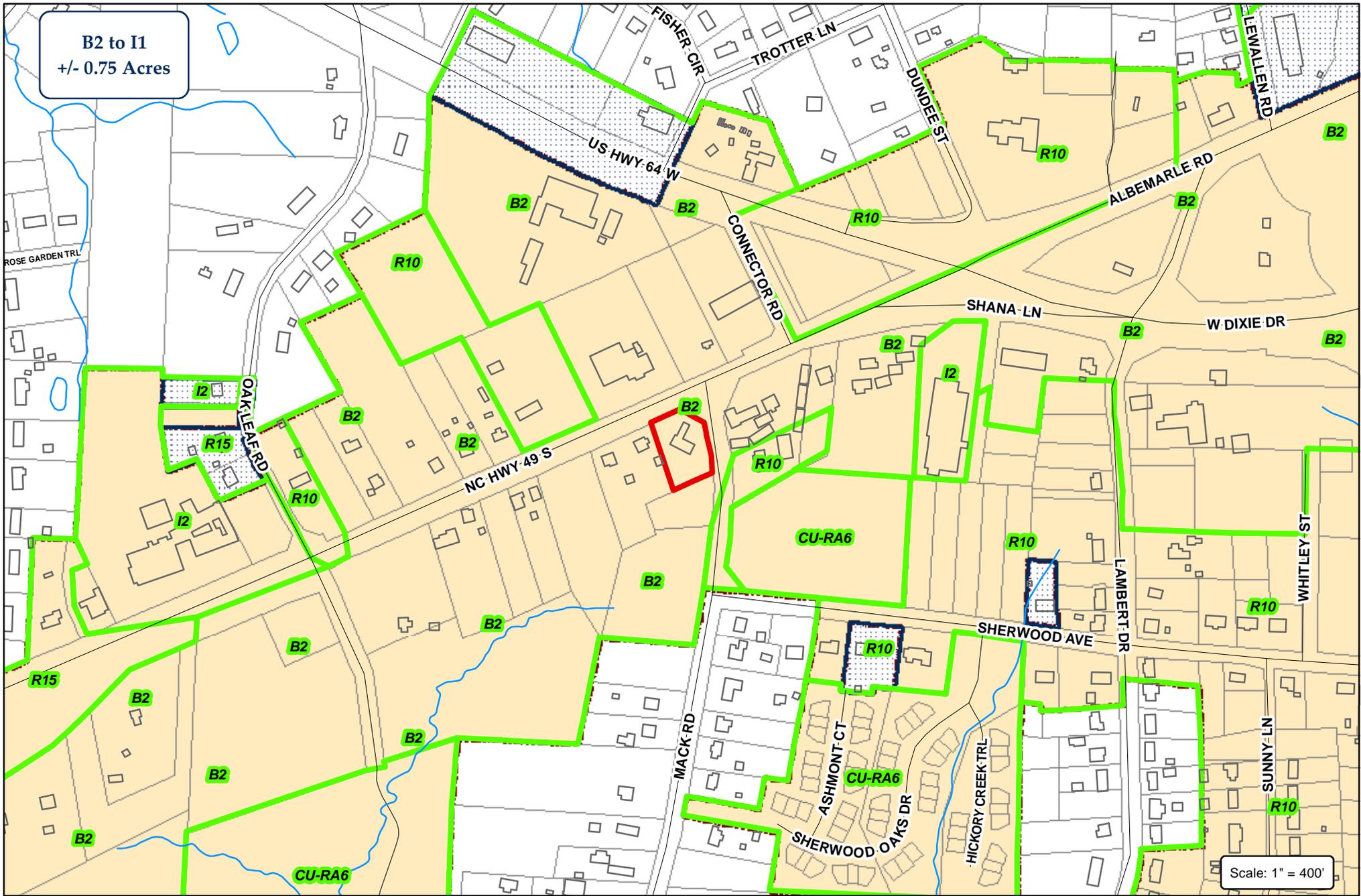
### Reason for Recommendation

Although the Land Development Plan designates the property for commercial use, the surrounding area includes a mix of industrial (warehousing and manufacturing) and commercial land uses. While land uses along NC Hwy. 49 South are not primarily industrial, zoning has been assigned to properties to accommodate those with an industrial history located along and near the corridor. The I1 Light Industrial district, which accommodates both commercial and light industrial uses, is consistent with the property's history and fits the context of the area in which it is located.

### Evaluation of Consistency with Adopted Comprehensive Plans/Reasonableness and Public Interest

Considering the above factors detailing the property's locational context, staff believes the I1 designation is in the public interest by allowing a reasonable use of the property and ensuring consistency with the Land Development Plan.

B2 to I1  
+/- 0.75 Acres



Scale: 1" = 400'



City of Asheboro  
Planning & Zoning Department  
Rezoning Case: RZ-14-08  
Parcels: 7750048965

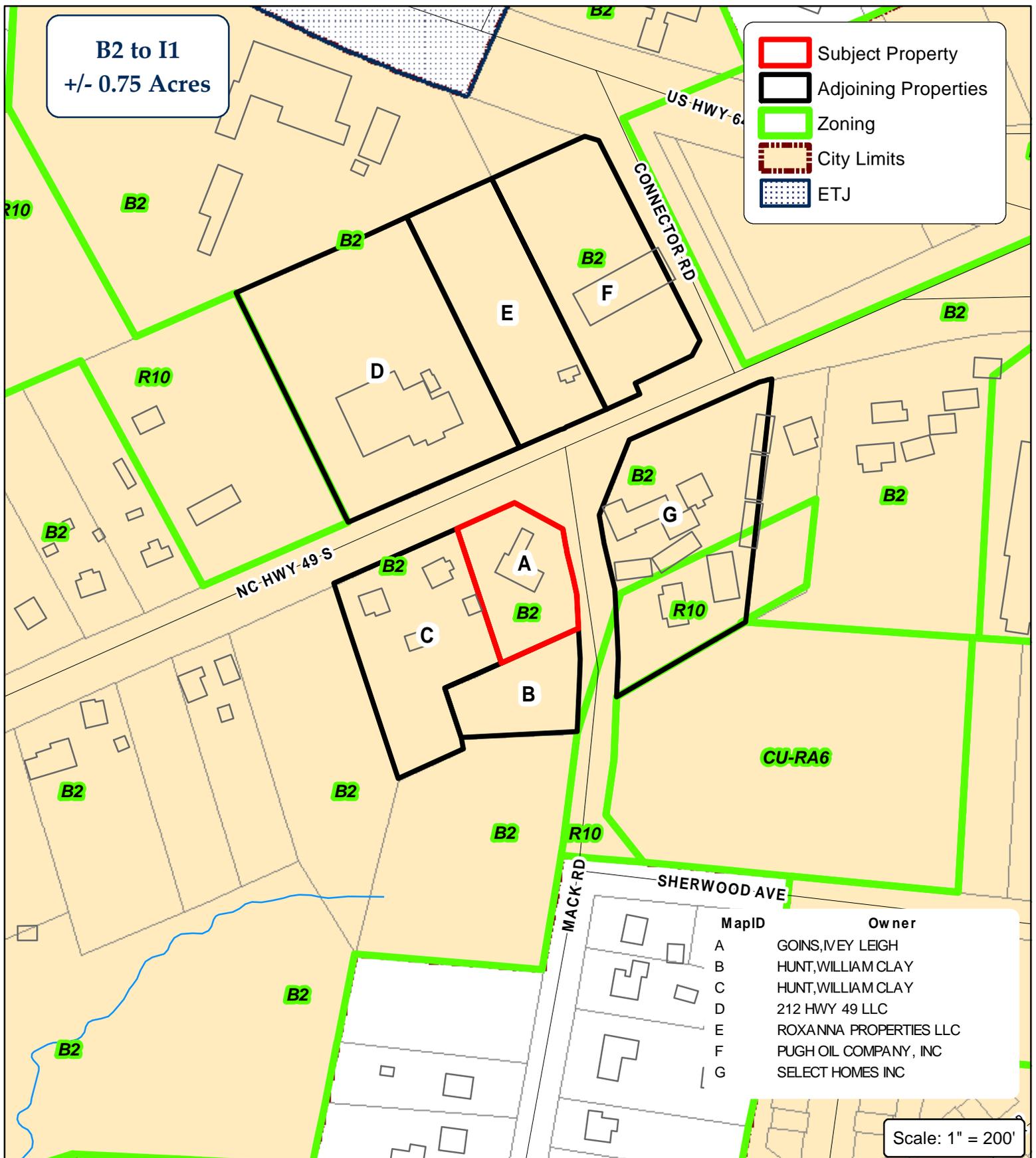
- Subject Property
- Zoning
- City Limits
- ETJ



**B2 to I1  
+/- 0.75 Acres**

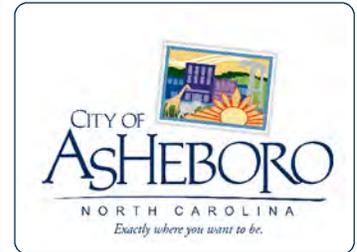
**Legend**

-  Subject Property
-  Adjoining Properties
-  Zoning
-  City Limits
-  ETJ



MapID	Owner
A	GOINS, IVEY LEIGH
B	HUNT, WILLIAM CLAY
C	HUNT, WILLIAM CLAY
D	212 HWY 49 LLC
E	ROXANNA PROPERTIES LLC
F	PUGH OIL COMPANY, INC
G	SELECT HOMES INC

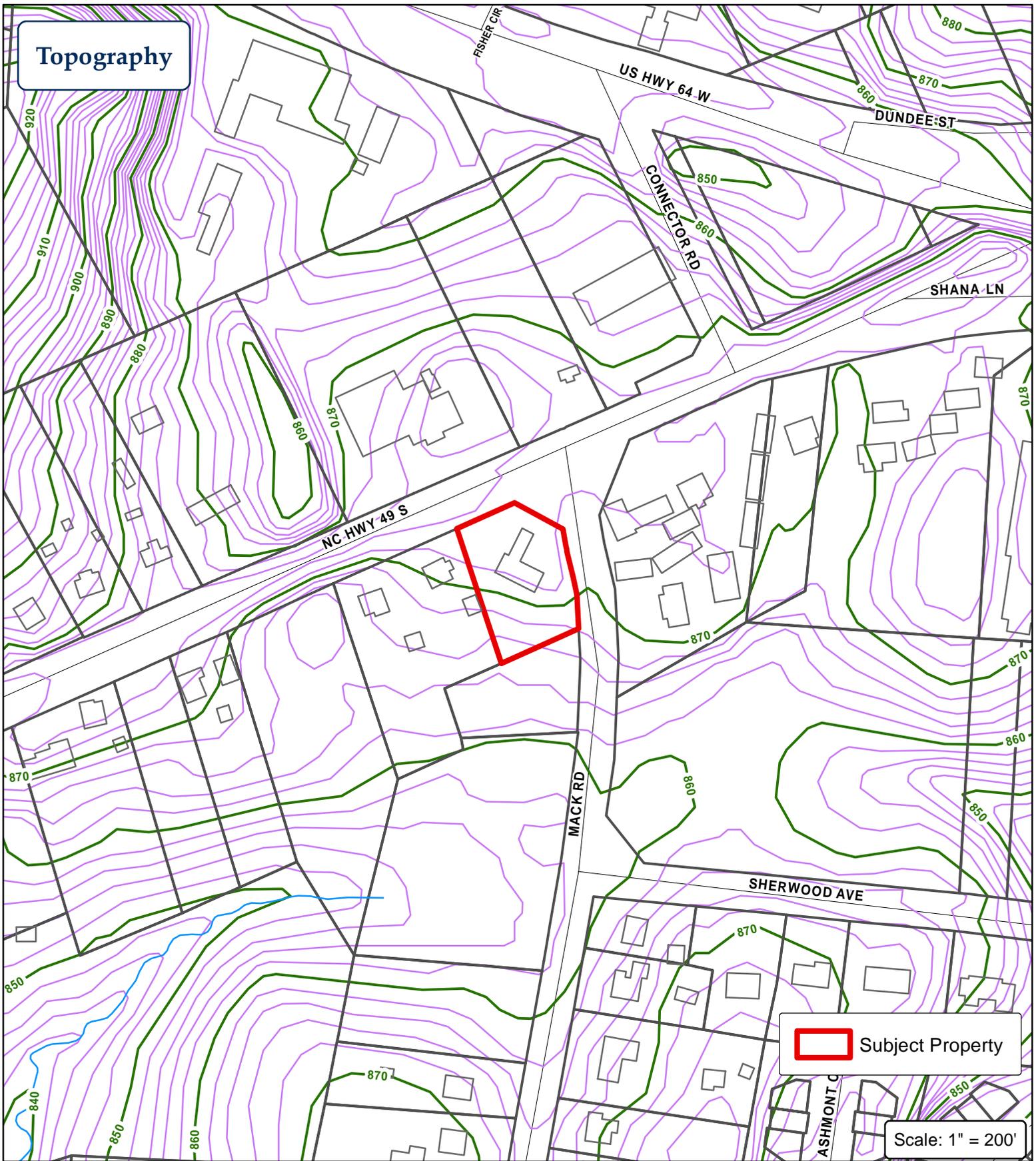
Scale: 1" = 200'



**City of Asheboro**  
**Planning & Zoning Department**  
**Rezoning Case: RZ-14-08**  
**Parcels: 7750048965**



**Topography**



 Subject Property

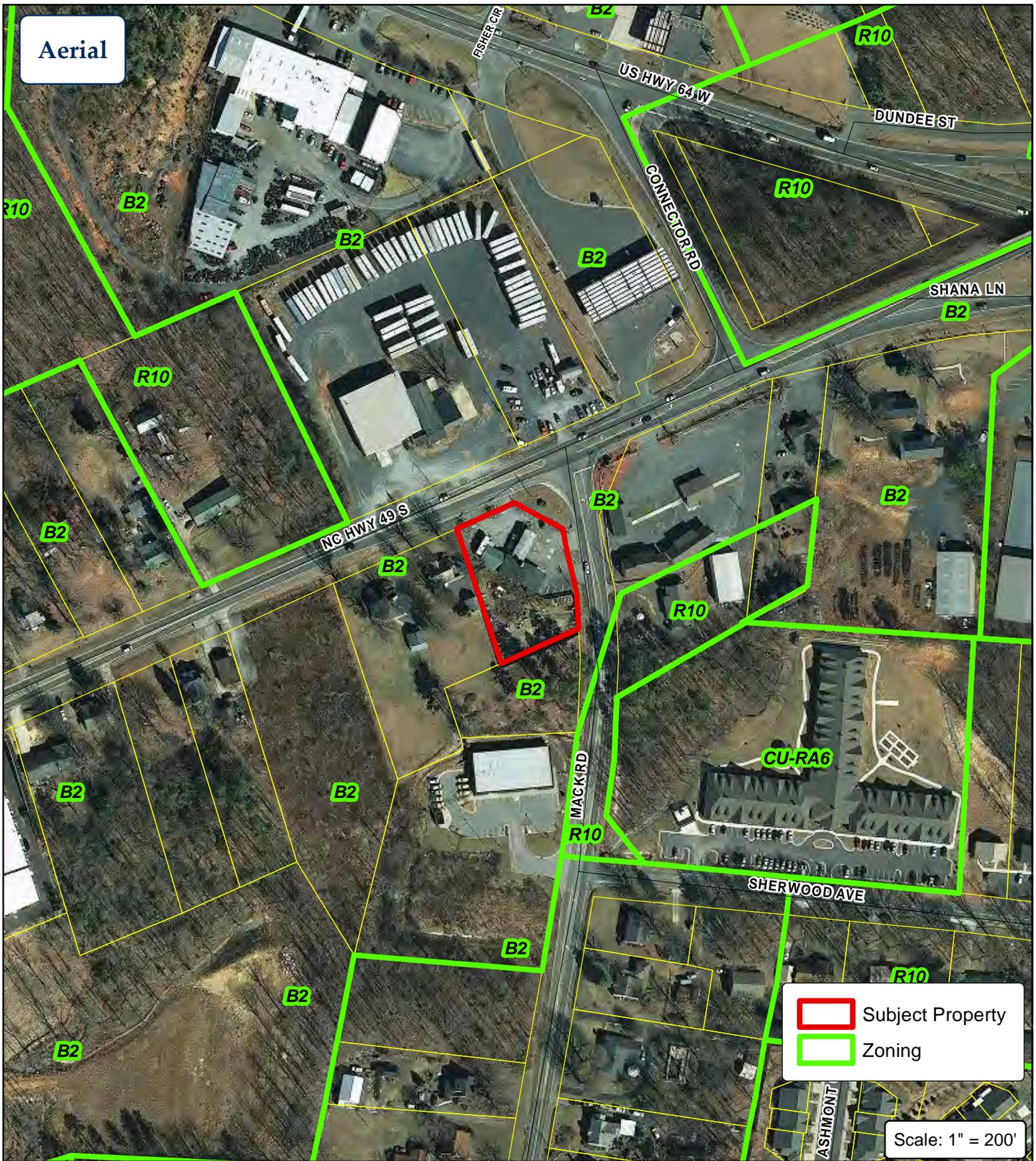
Scale: 1" = 200'



**City of Asheboro**  
**Planning & Zoning Department**  
**Rezoning Case: RZ-14-08**  
**Parcels: 7750048965**



Aerial



City of Asheboro  
Planning & Zoning Department  
Rezoning Case: RZ-14-08  
Parcels: 7750048965





**SUB-12-01:**  
**Subdivision Final Plat**

(Olde Towne Parkway: Olde Towne Village, Section II, Phase II)

**Staff Report**

**SUBDIVISION STAFF REPORT**  
Final Plat

**CASE #** SUB-12-01

**Date** 10-6-14 PB  
10-9-14 CC

**GENERAL INFORMATION**

**Subdivision Name** Olde Towne Village Section II, Phase II  
**Requested Action** Final Plat Approval  
**Applicant** Carolina Bank  
**Address** PO Box 10209; Greensboro, NC 27404  
**Phone** 336-318-1381  
**Location** South side of Old Lexington Road

**PARCEL INFORMATION**

**PIN** 7741980250 (portion)  
**Size** 0.21 acres (+/-) of 21.61 acres +/- total;      **Number of Lots** 1  
**Average Lot Size** 3,528 square feet  
**Existing Zoning** CU-R10  
**Existing Land Use** Residential PUD  
**Surrounding Land Use**  

<b>North</b>	Low-density residential	<b>East</b>	Low-density residential
<b>South</b>	Undeveloped	<b>West</b>	Low-density residential

**LAND DEVELOPMENT PLAN**

**Growth Strategy Map** Long-Range Growth  
**Proposed Land Use Map** Suburban Residential  
**Small Area Plan Map** Northwest  
**Identified Activity Center?** No

**Development Issues** 1. The current request for this phase of development includes extension of Olde Towne Parkway approximately 110' (street, sidewalks, water/sewer) and platting of Lot 52.  
  
2. The request includes a temporary turnaround at the end of Olde Towne Parkway, which is required in order to plat Lot 52. A temporary easement is required for this turnaround for emergency and sanitation vehicles until the completion of Olde Towne Parkway.

**SUBDIVISION STAFF REPORT**  
Final Plat

**DEPARTMENT COMMENTS**

**Engineering**      Plat comments have been addressed.

**Public Works**      Infrastructure for this phase of development (final layer of asphalt, sidewalks, street seeding) must be completed or guaranteed as allowed by the Subdivision Ordinance prior to City Council review of the final plat on October 9, 2014. Temporary turnaround must be installed with required temporary easement to meet City requirements.

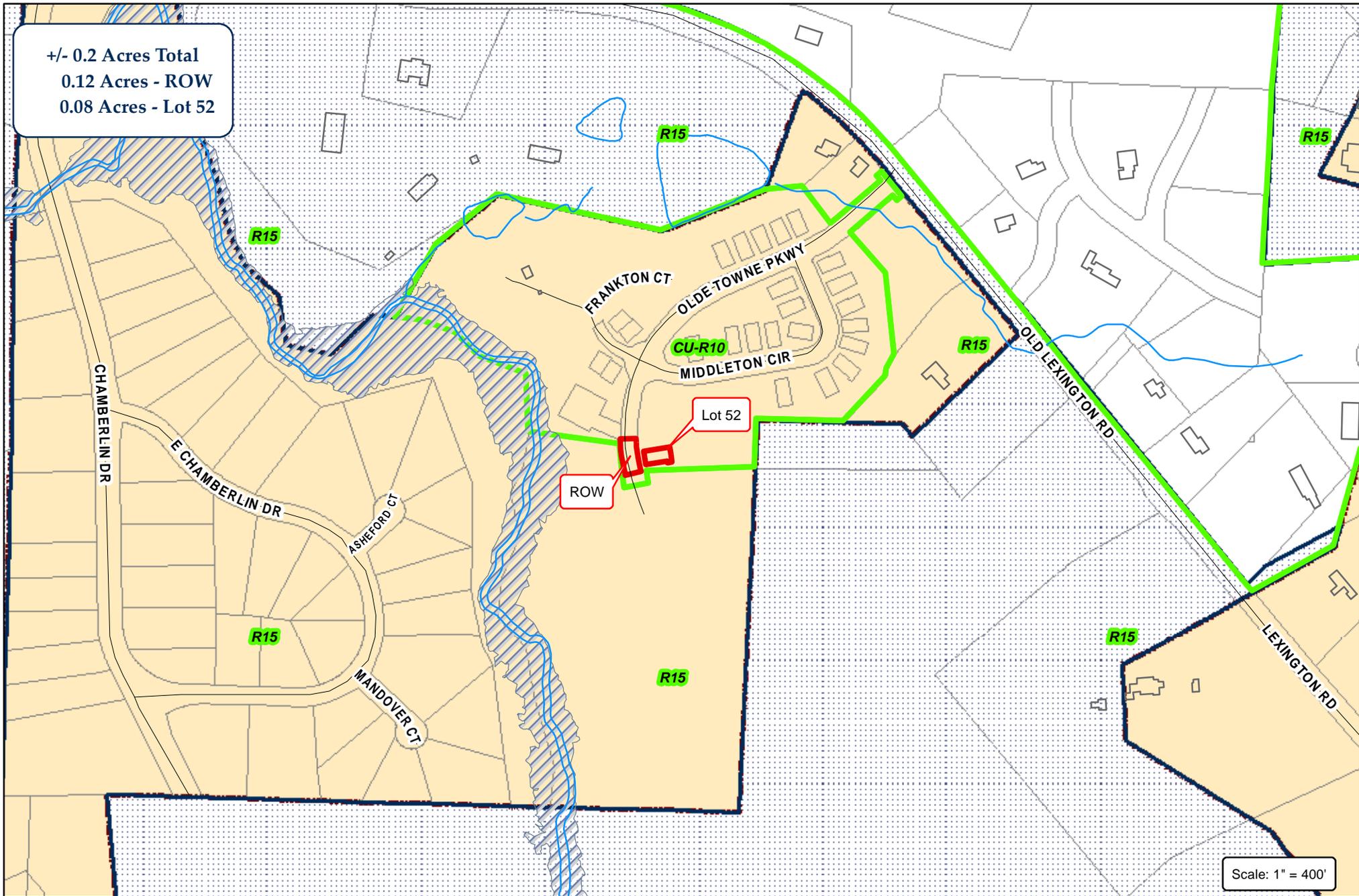
**Planning**            Plat comments have been addressed.

**Other**                N/A

**Staff Recommendation**      Approve subject to completion of required improvements or submittal of guarantee (as permitted by Subdivision Ordinance)

**Planning Board Recommendation**      Pending: The Planning Board will consider this request during its October 6, 2014 meeting.

+/- 0.2 Acres Total  
0.12 Acres - ROW  
0.08 Acres - Lot 52



Scale: 1" = 400'

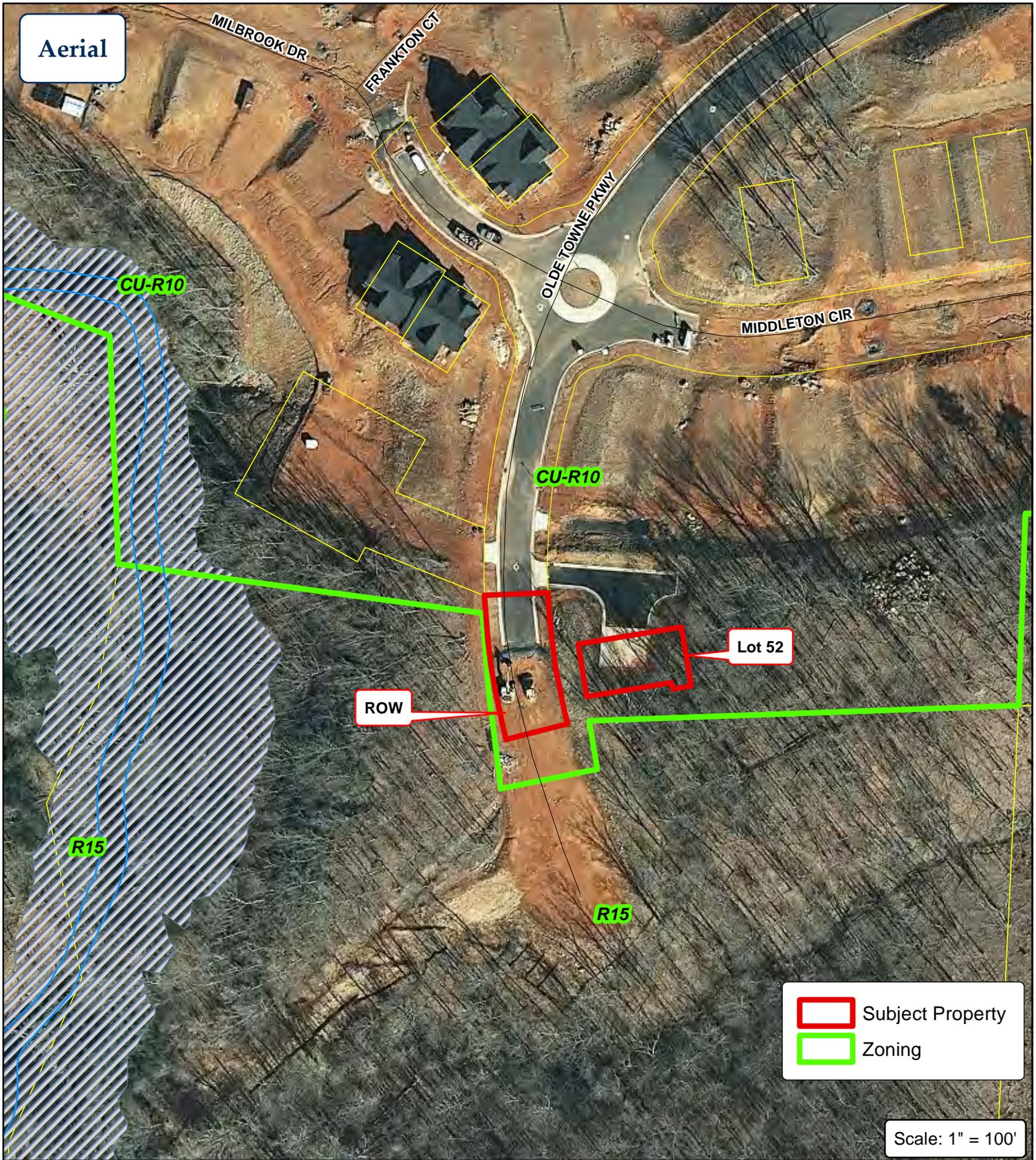


City of Asheboro  
Planning & Zoning Department  
Subdivision Case: SUB-12-01  
Parcel: 7741980250 (pt)

	Subject Property
	Zoning
	City Limits
	ETJ



Aerial



-  Subject Property
-  Zoning



City of Asheboro  
Planning & Zoning Department  
Subdivision Case: SUB-12-01  
Parcel: 7741980250 (pt)







TO: John Ogburn, City Manager  
FROM: Trevor L. Nuttall, Community Development Director   
DATE: 10-3-14  
RE: Proposed Process to Update 2020 Land Development Plan Maps

At the October 9, 2014 regular meeting of the City Council, I plan to provide the City Council with a brief outline of the Planning and Zoning Department's proposal to update the map elements of the City's 2020 Land Development Plan (LDP).

As you know, the LDP was first adopted in 2000. In 2009, the City Council adopted an LDP Update related to the plan's text after re-examining the original goals and policies and in light of changing conditions. I believe it is now time to follow-up with an update to the LDP's maps that may no longer be relevant as a result of the considerable development and population growth that has occurred in the last fourteen years.

At next week's meeting I hope to provide a preliminary timeframe and process outline for the update and to invite the City Council to begin thinking about issues that should be considered as we begin this process.