

**AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, OCTOBER 6, 2016, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Consent Agenda:
 - (a) Approval of the minutes of the regular city council meeting held on September 15, 2016.
 - (b) Approval of a resolution declaring the official intent of the city to purchase certain municipal vehicles and then reimburse the general fund with proceeds from an installment financing contract.
 - (c) Approval of the findings, conclusions, and order entered under land use case no. CUP-16-10.
 - (d) Approval of the dates and rules for the 2016-2017 duck and dark geese (Canada & white-fronted geese) hunting season at Lake Reese.
 - (e) Approval of the temporary closure on Monday, October 31, 2016, from 6:30 pm to 8:30 pm, of the streets indicated on the attached parade permit application and map for the “Trick or Treat in the Park” event sponsored by the City of Asheboro Cultural and Recreation Services Departments.
 - (f) Approval of the temporary closure for a horse parade on Sunday, November 6, 2016, from 3:00 pm to 4:00 pm, of the streets indicated on the attached parade permit application and map.
 - (g) Approval of the temporary closure for the Veterans Day Parade on Friday, November 11, 2016, from 4:00 pm to 5:30 pm, of the streets indicated on the attached parade permit application and map.
 - (h) Approval of an ordinance to amend the General Fund.
 - (i) Approval to schedule public hearings for November 10, 2016, and to advertise these hearings, concerning proposed zoning and subdivision ordinance text amendments that address the availability of density credits when certain public right-of-way dedications are required.
 - (j) Acknowledgement of the Monitoring Report from the North Carolina Housing Finance Agency related to the city’s 2015 Urgent Repair Program.

- (k) Adoption of a resolution approving amendments to the municipal records retention and disposition schedule for the City of Asheboro.
4. Community Development Director Trevor Nuttall will introduce the following community development items:
- (a) Application (Case No. RZ-16-09) filed by the City of Asheboro to amend zoning ordinance text, specifically including nonconformity provisions pertaining to the allowable expansion of structures with legal non-conforming situations involving setbacks.
 - (b) Application (Case No. RZ-16-11) to rezone property located at 614 East Dixie Drive (Randolph County Parcel Identification Number 7760068674) from R15 (Low-Density Residential) and CU-B2 (Conditional Use General Commercial) to B2 (General Commercial).
 - (c) Application (Case No. CUP-16-12) for a conditional use permit allowing manufacturing, processing, and assembly-light on property located along the north side of East Dorsett Avenue (Randolph County Parcel Identification Number 7750973085) that is in a Conditional Use General Commercial (CU-B2) zoning district.
 - (d) Request to extend time allowed between preliminary and final plat subdivision reviews for Waterford Villas, Phase 2.
 - (e) Public hearing on the question of amending the boundary of the primary fire limits.
 - (f) Consideration of authorizing the execution of documents with the North Carolina Department of Commerce related to state funding for downtown revitalization as authorized under NC Session Law 2016-94.
 - (g) Consideration of authorizing the execution of documents needed to obtain a release of funds letter from the North Carolina Department of Commerce for Community Development Block Grant funding to support the Technimark Rail Spur Project.
5. Public comment period.
6. Captain Jason Cheek will present animal disposition and control issues:
- (a) Retirement of a police canine.
 - (b) An ordinance amending certain animal control regulations.

7. City Engineer, Michael Leonard, PE, will present the proposed purchase agreement for 134 West Wainman Avenue.
8. The City Manager will update the City Council on the following:
 - (a) All-America City Celebration events.
 - (b) ICMA TV Video.
 - (c) Update on the potential purchase of Randolph Mall by Hull Property Group.
 - (d) Update on fund raising activities with YMCA and Soccer Association for the proposed Zoo City Sports Plex.
 - (e) City Manager's upcoming presentation at Chamber of Commerce retreat.
9. Mayor Smith will announce the following upcoming events:
 - Appreciation for Asheboro City Police and Randolph County Sheriff's office in Bicentennial Park on Saturday, October 15, 2016, 3:00PM.
 - Downtown Octoberfest, Saturday, October 22, 2016, at Bicentennial Park.
 - The annual conference of the North Carolina League of Municipalities will be held in Raleigh from October 23 thru 25, 2016.
 - Asheboro/Randolph Chamber of Commerce Planning Retreat, October 27 thru 30, 2016.
 - The City of Asheboro Cultural and Recreation Services Departments' "Trick or Treat in the Park" event will be held from 6:30 pm to 8:30 pm on Monday, October 31, 2016.
 - One-Stop early voting October 20 thru November 5, 2016, voting held at Hillside Shopping Center and Randolph County Office Building.
10. Discussion of items not on the agenda.
11. Adjournment.



TO: John Ogburn, *City Manager*

FROM: Jonathan Sermon, *Recreation Services Superintendent*

DATE: September 26, 2016

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 6th 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 eight years after a short hiatus due to low interest. After a successful past eight years, the department would like to offer this activity at Lake Reese again in 2016.

Listed below are the proposed dates for the **2016 - 2017 Dark Geese (Canada & White-Fronted Geese) & Duck** hunting season at Lake Reese.

NOVEMBER 17th, 19th, 21st
DECEMBER 17th, 19th, 29th
JANUARY 5th, 7th, 9th

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 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: Jennifer R. Staley (City of Asheboro Cultural & Recreation Services)

Address: 241 Sunset Avenue; Asheboro, NC 27203

Phone: (336) 626-1240 x 4 E-mail: jstaley@ci.asheboro.nc.us

Organization: City of Asheboro Cultural & Recreation Services

Address: 241 Sunset Avenue; Asheboro, NC 27203

Phone: (336) 626-1240 x 4

Date of Parade: October 31, 2016 Start Time: 6:30 pm End Time: 8:30 pm

Number of Persons: 6000 Number of Vehicles: 0

Streets Involved: Sunset Ave. from Church St. to Fayetteville St. & North St. from Sunset Ave. to Trade St.

Special Officials and/or guest:

Insurance Company & Policy Number:

Any Additional Information: Request for road closure will be in the October Council Meeting. Setup and street closure will begin at 5:00pm. We will need police assistance to clear the streets (like Christmas Parade). Last year several cars were allowed to stay inside the perimeter causing a safety issue when they left during the event.

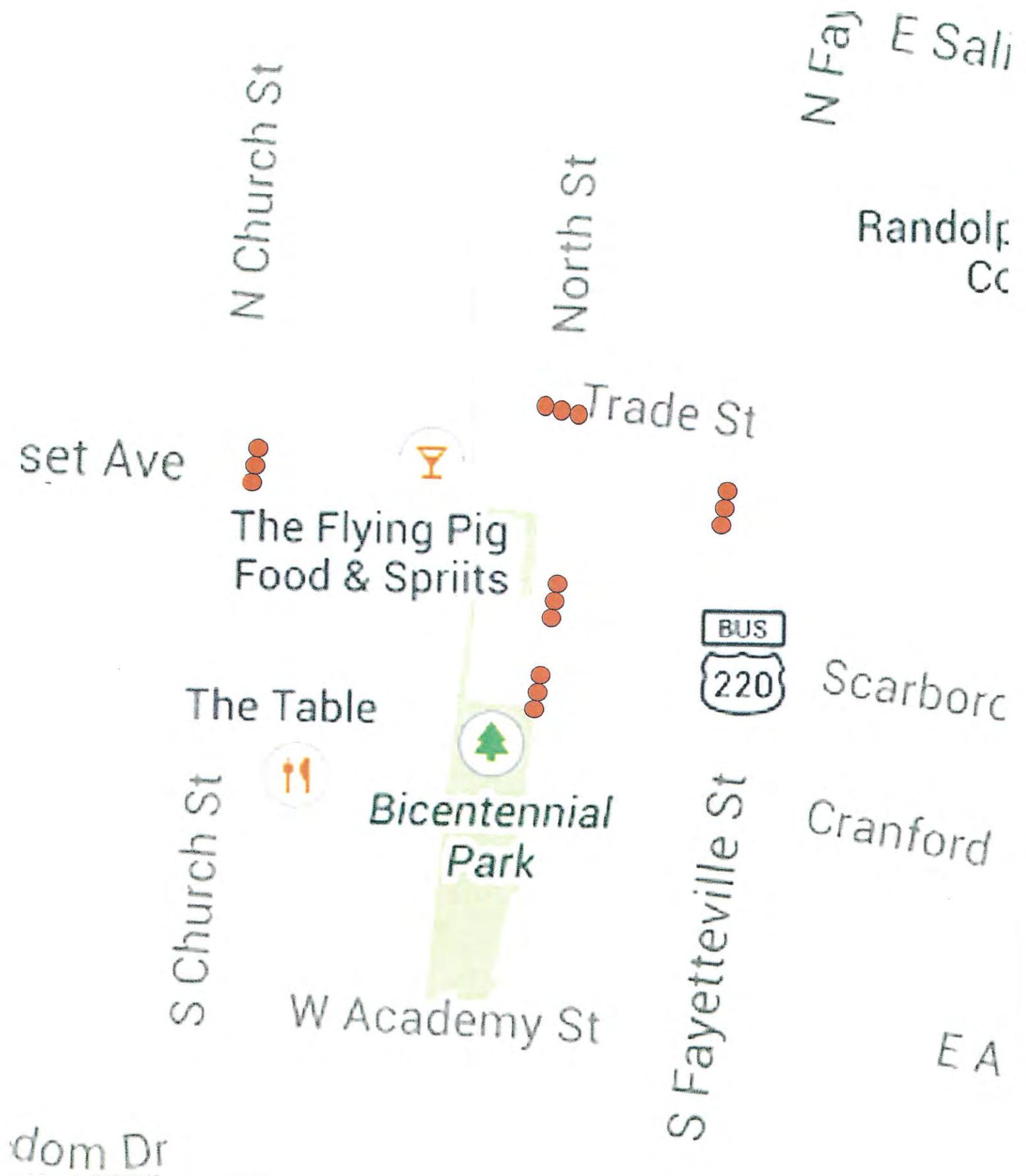
The undersigned agrees to hold the City of Asheboro and its officers, employees and agents free and harmless from and against any and all claims, losses, damages and settlements arising out of or relating to this parade. The undersigned agrees to investigate and provide defense for and defend any such 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: [Handwritten Signature]

Internal Use Only

Police Department Recommendation:

City of Asheboro Approval By: Date:



N Church St

N Faj E Sali

North St

Randolph
Cc

set Ave

Trade St

The Flying Pig
Food & Spruits

The Table



Scarborc

S Church St

Bicentennial
Park

Cranford

W Academy St

S Fayetteville St

E A

dom Dr

Done To PA & PW'S
8-11-16

Item 3 (f)



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 R Scott

Address: 3282 Robbins Scott Rd, Randleman NC 27317

Phone: ^{cell} 336 953-2884 E-mail: sheliarscott@aol.com
~~home 336 953-498-3398~~ - work - 336 625-1964
~~498-2884~~

Organization: none

Address: 3282 Robbins Scott Rd Randleman, NC 27317

Phone: ^{cell} 336 953-2884, ~~home 336-498-3398~~, work - 336-625-1964

Date of Parade: Sunday Nov 6 Start Time: 3:00 End Time: 4:00

Number of Persons: 100 Number of Vehicles: none

Streets Involved: Park St, Taft St, Church St, Sunset Ave

Special officials and/or guests: none

Insurance Company & Policy Number: _____

Any additional information: insurance will not be issued
until 1 month prior to event Farm Bureau Devere
aged

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: _____

Internal Use Only

Police Department Recommendation: _____

City of Asheboro Approval By: [Signature] Date: 11 Aug 2016

ASHEBORO FALL ROUNDUP HORSE PARADE



SUNDAY, NOVEMBER 6, 2016

3:00 PM

16th Annual

Parade begins corner of Park St and Sunset Ave

The parade route is South on Park St., turns left on Taft St at Post Office, turn left on Church St., to Sunset Ave., Left on Park St. back to Courier Tribune parking lot.

Trailer parking Courier Tribune and Hoover St

Prizes awarded for:

Best Horse, Best Pony, Best Mule, Best Man, Best Woman, Best Boy, Best Girl, Best Costume, Best Team, Best Wagon, Oddest Entry and Judges' Choice

More information contact Shelia R. Scott-336-498-3398 or 336-953-2884

give to PD & PW's
9-26-16

Item 3 (g)



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, NC 27317

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

Organization: RANDOLPH County Veterans Council

Address: SAME AS ABOVE

Phone: SAME

Date of Parade: NOV. 11, 2016 Start Time: 4:00 PM End Time: 5:30 PM

Number of Persons: NA Number of Vehicles: NA

Streets Involved: Need traffic detoured off Church St. AT 3:30 UNTIL

Special officials and/or guests: _____

Insurance Company & Policy Number: _____

Any additional information: Block off Church St, Sunset Ave, Fayetteville St, Worth St
close Waiman Ave + Academy St

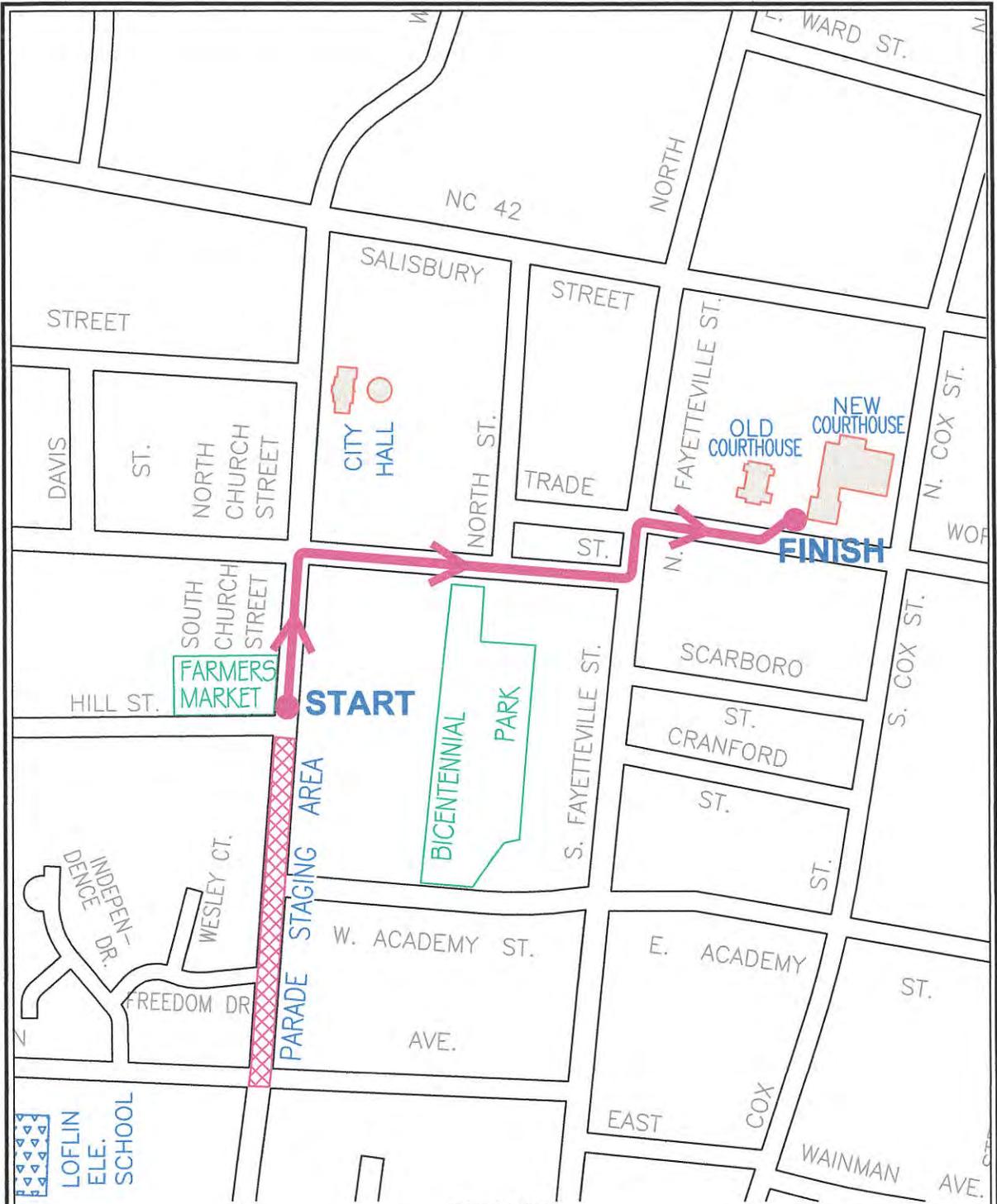
The undersigned agrees to hold the City of Asheboro and its officers, employees and agents free and harmless from and against any and all claims, losses, damages and settlements arising out of or relating to this parade. The undersigned agrees to investigate and provide defense for and defend any such 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: _____

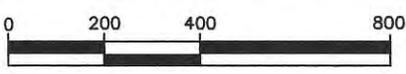
City of Asheboro Approval By: _____ Date: _____



ROUTE MAP
for
RANDOLPH COUNTY VETERANS COUNCIL PARADE

City of Asheville
Randolph County, North Carolina

-  STAGING AREA
-  COURSE ROUTE



November, 2015



2016 Randolph County Veteran's Day Parade Registration Form Asheboro, North Carolina

Theme of Parade: U.S. Air Force

November 11th 2016 ---4 pm

In Memory Of: CMSGT Calvin Donald Cox - U.S. Air Force

Grand Marshall: CMSGT Wayne Cox U.S. Air Force

<i>Prizes 1st 2nd 3rd</i>	<i>No Entry Fee</i>

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. All entries should have banners and/or signage to 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 8, 2016—Nov 10, 2016. Any entries received after November 8 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 _____

Randolph County Veteran's Council

Return this form by November 8, 2016 to: Lucky Luckado 4799 Old Greensboro Rd. Randleman, NC 27317 (336) 498-7146-----email: eluckado@triad.rr.com

*****Rain Date*** Sunday, November 13---4 pm**



September 27, 2016

A self-supporting
public agency

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

A. Robert Kucab
Executive Director

Dear Mr. Ogburn:

PO Box 28066
Raleigh, NC
27611-8066

This letter is to present the results of a review of the City of Asheboro's Urgent Repair Program project (URP1501), based on a site visit by me on September 21, 2016, as well as a review of other documentation on file at the North Carolina Housing Finance Agency (the Agency).

3508 Bush Street
Raleigh, NC
27609-7509

The review was intended to: 1) gauge progress of your project; 2) determine compliance with the approved Application, Funding Agreement and URP15 guidelines; and 3) provide technical assistance and recommendations as needed.

Tel.: 919-877-5700
Fax: 919-877-5701
www.ncbfa.com

Although a review of this nature would not necessarily disclose all instances of non-compliance with program regulations, I feel that the City of Asheboro has made a good-faith effort toward meeting the goals of the program within the guidelines and regulations.

Enclosed is a Monitoring Report detailing the results of the review. A response is not necessary.

We appreciate the City of Asheboro's participation in the Urgent Repair Program, and your ongoing efforts to improve housing conditions of those most in need. I wish to thank you and your staff for the cooperation and courtesy extended to me during the review. We look forward to continuing to work with the City of Asheboro in the future.

Sincerely,

A handwritten signature in black ink that reads "Chuck Dopler".

Chuck Dopler
Housing Rehabilitation/Supportive Housing Officer

Cc: Mr. Trevor Nuttall, Community Development Director

City of Asheboro
URP1501

Progress of Programs:

According to the City of Asheboro's latest submitted Activity Report and on-site discussions, you had seven units completed at the time of my visit. You proposed seven units in your Application for Funding. Your progress on this project has been excellent and reporting has so far been completed in a timely manner. You have already met your targeted number of homes with over three months remaining in this year. Congratulations on a tremendously successful effort! As a reminder, the closeout date for this project is February 15, 2017.

Compliance with Program Guidelines:

Policies and Procedures

Several policies and procedures were reviewed during my visit. The procurement policy, disbursement policy and assistance policy appeared adequate to govern the administration of the project.

Case File Reviews

A review of five URP case files (Doris Marsh, Lennie Fonville, Debra Neese, Annie Spencer and Garland Davis) revealed that much good work has gone into gathering and organizing documentation required by the guidelines of the Program. The case files were typically straightforward and in excellent order which allowed a rather thorough review.

Inspection of Completed Units

The units associated with the reviewed case files were inspected during my visit, as was the unit of one additional homeowner, Philip Taylor. Mr. Ed Brown, Housing Inspector for the City of Asheboro and Mr. John Quiros, Rehab Specialist for Piedmont Triad Regional Council accompanied me on these inspections.

Once examined, all repairs and modifications appeared to have been done according to applicable codes and the requirements of the Urgent Repair Program. While I noticed a higher than expected repair and replacement rate of existing gutters and storm doors in a program known first for urgent repairs, in each instance the repair was qualified by significant water damage to structural components that had been done over time. It is expected that these repairs will significantly reduce the need of future attention in these areas, allowing the homeowners to be free of an imminent threat to their life and safety as intended by the Program.

The interviewed homeowners expressed their appreciation and satisfaction for the work that had been done. And while all were thankful, most wished that more funding had been available to do even more on their homes.

City of Asheboro
URP1501

Final comments

Congratulations are in order for the City of Asheboro's accomplishments in their first Urgent Repair Program project. The City is to be commended for requesting a technical assistance visit from NCHFA early in the program and selecting a third party rehabilitation specialist to work with their very competent local staff. The selected program staff showed their enthusiasm for, and dedication to, maintaining safe homeowner-occupied housing in the City and operating the program accordingly. We applaud your sincere efforts, your strong commitment to the community, and the demonstrated excellent results shown by your organization.



RZ-16-09: Text Amendments to the Zoning Ordinance

(Article 800: Nonconforming situations/structures)

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-16
-09

Date 8/1/2016 Planning
Board

Applicant City of Asheboro

Legal Description

Request filed by the City of Asheboro for text amendments to Article 800 (Nonconformities) of the zoning ordinance related to structures with legal nonconformities due to encroachment into setbacks, including, but not limited to the allowable expansion of these structure(s), and the permitted location of new structures.

Requested Action See above

Existing Zone N/A

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-16-09

Date 8/1/16 Planning Board
10/6/16 City Council

General Information

Applicant City of Asheboro
Address 146 North Church Street
City Asheboro NC 27203
Phone 336-626-1201
Location N/A

Requested Action Text amendments to Article 800 of the Zoning Ordinance related to non conforming situations (specially structures that are non conforming due to setbacks).

Existing Zone N/A **Existing Land Use** N/A
Size N/A **Pin #** N/A

Applicant's Reasons as stated on application

The proposed text amendments are designed to accommodate improvements to existing legally non conforming structures within reasonable limits that protect public health, safety, and general welfare. The Land Development Plan encourages continued investment into existing properties, some of which may have setback limitations. The proposed text amendments clarify the intent of the zoning ordinance in regard to expansion of nonconforming structures.

Surrounding Land Use

North N/A **East** N/A
South N/A **West** N/A

Zoning History The last amendment to Article 800 (Nonconformities) was in February, 2016. This was a reorganization of the Chapter, rather than a substantive change in policy.

Legal Description

Analysis

1. The zoning ordinance includes provisions for nonconforming situations, specifically structures that are legally nonconforming due to encroachment into one or more setbacks (including front, side, and rear).
2. Section 804(A)(1) states "except as specifically provided in this subsection, it shall be unlawful for any person to engage in any activity that causes an increase in the extent of nonconformity of a nonconforming situation".
3. In situations in which a structure encroaches into a setback line, allowable expansion is often limited due to the design of the structure, or environmental/site constraints.
4. 804(A)(4)(b) prohibits "greater nonconformity with respect to dimensional restrictions such as yard requirements, height limitations, or density requirements."
5. 804(A) (2) permits an increase in volume where a nonconforming situation exists if no other provisions regulating nonconforming situations are violated.
6. Text amendments are proposed to address ambiguity in the intent of the provisions regarding the manner in which structures with legal nonconforming situations may be expanded.

Rezoning Staff Report

RZ Case # RZ-16-09

Page 2

Consistency with the 2020 LDP Growth Strategy designations

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

Proposed Land Use Map Designation N/A

Small Area Plan N/A

Growth Strategy Map Designation N/A

LDP Goals/Policies Which Support Request

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

Goal 3.1: Enhancement, maintenance, and preservation of the built environment

Goal 3.2: Quality design demanding appropriate scale and context

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

Goal 4.1: Identification and protection of environmentally sensitive areas

Rezoning Staff Report

RZ Case # RZ-16-09

Page 3

LDP Goals/Policies Which Do Not Support Request

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

Staff contends that the proposed amendments will allow continued investment in certain residential structures that typically are older and nonconforming due to their setback, while recognizing that reasonable limitations on the permissible expansions are necessary to protect the public health, safety, and general welfare.

Staff also believes that the proposed amendments will promote quality design of residential building expansions and architectural continuity by allowing additions to be consistent with existing building placement and design.

The proposed provisions allow greater flexibility for residential additions, including those to properties located on environmentally sensitive sites (in flood areas, steep slopes, poor soils, etc.).

Considering these factors, and the need to better clarify the intent the Zoning Ordinance has on the expansion of legal nonconforming structures, staff believes that the proposed amendments are consistent with the Land Development Plan and are therefore reasonable and in the public interest.

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

804: Nonconforming Situations (Amended 2-4-2016)

(A) Extensions

- (1) Except as specifically provided in this subsection, it shall be unlawful for any person to engage in any activity that causes an increase in the extent of nonconformity of a nonconforming situation.
- (2) The volume, intensity, or frequency of use of property where a nonconforming situation exists may be increased and the equipment or processes used at a location where a nonconforming situation exists may be changed if these or similar changes amount only to changes in the degree of activity rather than changes in kind and no violations of other paragraphs of this subsection occur.
- (3) Physical alteration of structures or the placement of new structures on open land are unlawful if they result in:
 - (a) Greater nonconformity with respect to dimensional restrictions such as yard requirements, height limitations, or density requirements; or
 - (b) The enclosure of previously unenclosed areas, even though those areas were previously used in connection with the nonconforming situation. An area is unenclosed unless at least 75 percent of the perimeter of the area is marked by a permanently constructed wall or fence.
- (4) Notwithstanding Section 804(A)(3), expansion of a legal non conforming single-family or two-family principal and/or accessory structure that encroaches into a required setback may be permitted as long as the following criteria are met:
 - (a) The expansion is related to a conforming use; and
 - (b) The expansion of the legal non conforming structure does not bring any portion of the structure closer to the zoning lot line.
 - (c) The expansion of the legal non conforming structure does not exceed an increase of more than fifty (50) percent of the linear footage of the existing encroachment. Expansions permitted after the effective date of this ordinance shall cumulatively count towards this calculation; and
 - (d) Outside of the context of required yards, the expansion does not create or increase the extent of existing non conformities, including but not limited to, height and floor area ratio.

(e) The applicant shall submit a site plan drawn to scale and with sufficient detail to determine property boundaries, measurements, existing structures and other information as necessary to determine compliance of the proposed expansion with this subsection.

These provisions shall not apply to new structure(s). For purposes of determining the extent of an existing encroachment described in subsection (b) above and allowable expansion of the structure is based on the setback of the structure being expanded and independent of any other structure(s) located on the zoning lot.

Intent: This is to add flexibility allowing improvements to structures that encroach into setback lines. The intent is allow small additions as long as the additions don't come closer to a zoning lot line than the existing non conforming structure. An example of this scenario is as follows: If a dwelling located in a residential zoning district requiring a 10' side setback is only 6' from the property line and the 6' setback applied to the entire 50' side of the dwelling, the property owner could add an open deck onto the rear of the dwelling and the deck could be constructed 6' from the side property line as long as the deck doesn't extend more than 25 feet. In this case, the residential encroachment could be expanded to allow 75' of encroachment (50' for the existing dwelling and 25' for the open deck), but the deck couldn't go closer than 6' to the property line or extend more than 25 linear feet. Linear feet are calculated by measuring the linear feet of along all outside walls located within the required setback.



RZ-16-11: Rezone from CU-B2 (Conditional Use General Commercial) and R15 (Low-Density Residential) to B2 (General Commercial)

(614 East Dixie Drive)

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-16
-11

Date 8/1/2016 Planning
Board

Applicant Jack Nance (H.R. Gallimore Agent)

Legal Description

The property of Jack C. Nance, located at 614 East Dixie Drive, totaling approximately 1.08 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7760068764.

Requested Action Rezone approximately 0.52 acres +/- of above property from CU-B2 (Conditional Use General Commercial) and R15 (Low-Density Residential) to B2 (General Commercial)

Existing Zone CU-B2/R15

Land Development Plan See rezoning staff report

Planning Board Recommendation

Approve

Reason for Recommendation

The Planning Board recommendation cited the same goals and policies that staff cited in support of the request (consistency with the Land Development Plan proposed land use and growth strategy maps, location outside flood/watershed areas), and contended that they were significant enough factor to support the rezoning request.

Planning Board Comments

Rezoning Staff Report

RZ Case # RZ-16-11

Date 9/12/2016 PB

10/6/2016 CC

General Information

Applicant Jack Nance (H.R. Gallimore, Agent)

Address 1633 Pepperidge Road

City Asheboro NC 27203

Phone 336-629-2762

Location 614 East Dixie Drive

Requested Action Rezone from CU-B2 (Conditional Use General Commercial) and R15 (Low-Density Residential) to B2 (General Commercial)

Existing Zone CU-B2/R15/B2

Existing Land Use Retail shoppers' goods

Size 0.52 acres +/- of 1.08 acres +/- **Pin #** 7760068764

Applicant's Reasons as stated on application

To make the entire property consistent with one zoning. This street has become Asheboro's premiere business corridor. Complete zoning of property increases the safety for ingress and egress to better utilize the traffic signal. Future Land Development Plan designates commercial development for this property. To maintain consistency for the entire property and to best utilize its best and safety use for the community.

Surrounding Land Use

North Commercial

East Multi-family residential/Commercial

South Single-family Residential

West Commercial/Single-family residential

Zoning History RZ-81-13 (5-8-1981): A portion of this property was rezoned from R15 (Low-Density Residential) to CU-B2.

Legal Description

The property of Jack C. Nance, located at 614 East Dixie Drive, totaling approximately 1.08 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7760068764.

Analysis

1. East Dixie Drive is a state-maintained boulevard. Emerson Drive is a city-maintained street that is approximately 18 feet in width.
2. The property is inside the city limits. All city services are available.
3. Approximately 0.55 acres of the property (totaling 1.08 acres) is currently zoned B2. Approximately 0.28 acres is zoned CU-B2 (Conditional Use General Commercial) and approximately 0.25 acres is zoned R15 (Low-Density Residential). The request is to rezone the entire parcel to B2.
4. The zoning ordinance statement of intent (Section 210) describes the B2 district as "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 minor thoroughfares or higher classification streets, but never local residential streets."
4. A conditional use permit was issued in 1981 for .28 acres of the rear portion of the property fronting on Emerson Drive, which was for a delivery entrance/exit for the retail use on a portion of the property. Conditions applied to this portion of the property included the requirements for a dense evergreen screen along Emerson Drive, a gate at the Emerson Drive entrance to be closed except for deliveries, prohibition of outdoor displays within 150' of Emerson Drive right-of-way, and a condition concerning outdoor lighting.
5. The requested B2 zoning would permit any use permitted by right in the district on the entire property.

Rezoning Staff Report

RZ Case # RZ-16-11

Page 2

Consistency with the 2020 LDP Growth Strategy designations

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

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

LDP Goals/Policies Which Support Request

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

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

Checklist Items 12, and 13: 12.) Property is located outside of watershed 13.) The property is located outside of Special Hazard Flood Area.

Rezoning Staff Report

RZ Case # RZ-16-11

Page 3

LDP Goals/Policies Which Do Not Support Request

Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance. (*Article 200, Section 210, Schedule of Statements of Intent*)

Checklist Item 6: Existing infrastructure is adequate to support the desired zone. (water, sewer, roads, schools, etc.) (Specifically related to road design on Emerson Drive).

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

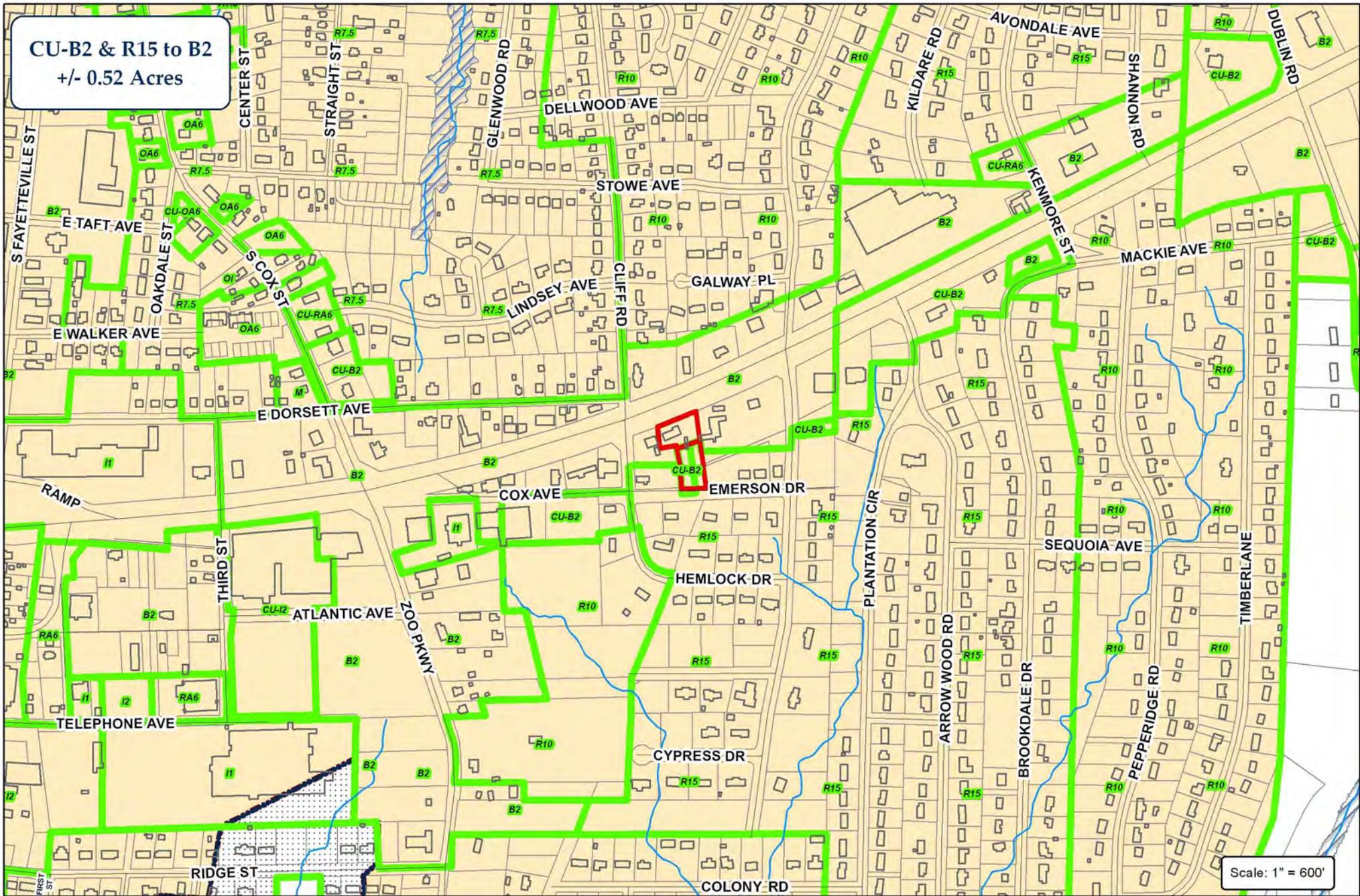
Staff's Final Analysis Concerning Consistency with Adopted Comprehensive Plans, Reasonableness and Public Interest

Staff acknowledges that the Land Development Plan designates the property for commercial use, part of the property facing East Dixie Drive is currently zoned B2, and the property does have access to city services. For these reasons, staff can support expanding commercial zoning to encompass more of the property.

However, we are concerned over the potential for access onto Emerson Drive without an ability to best ensure it can receive the additional traffic volume or minimize impacts on the adjoining residential neighborhood.

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

CU-B2 & R15 to B2
+/- 0.52 Acres



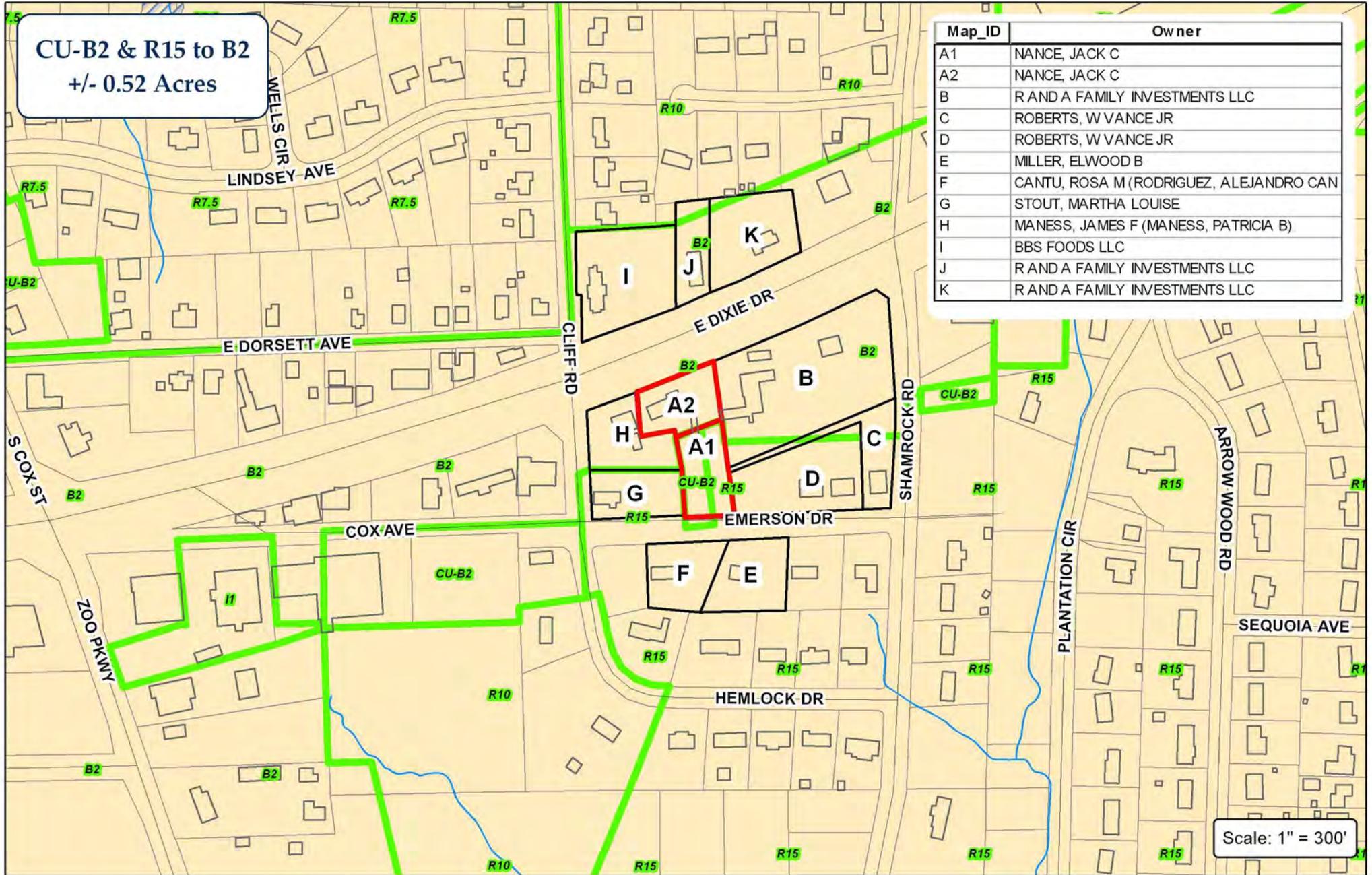
City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-16-11
Parcel: 7760068764

- Subject Property
- Zoning
- City Limits
- ETJ



CU-B2 & R15 to B2
 +/- 0.52 Acres

Map_ID	Owner
A1	NANCE, JACK C
A2	NANCE, JACK C
B	R AND A FAMILY INVESTMENTS LLC
C	ROBERTS, W VANCE JR
D	ROBERTS, W VANCE JR
E	MILLER, ELWOOD B
F	CANTU, ROSA M (RODRIGUEZ, ALEJANDRO CAN
G	STOUT, MARTHA LOUISE
H	MANESS, JAMES F (MANESS, PATRICIA B)
I	BBS FOODS LLC
J	R AND A FAMILY INVESTMENTS LLC
K	R AND A FAMILY INVESTMENTS LLC

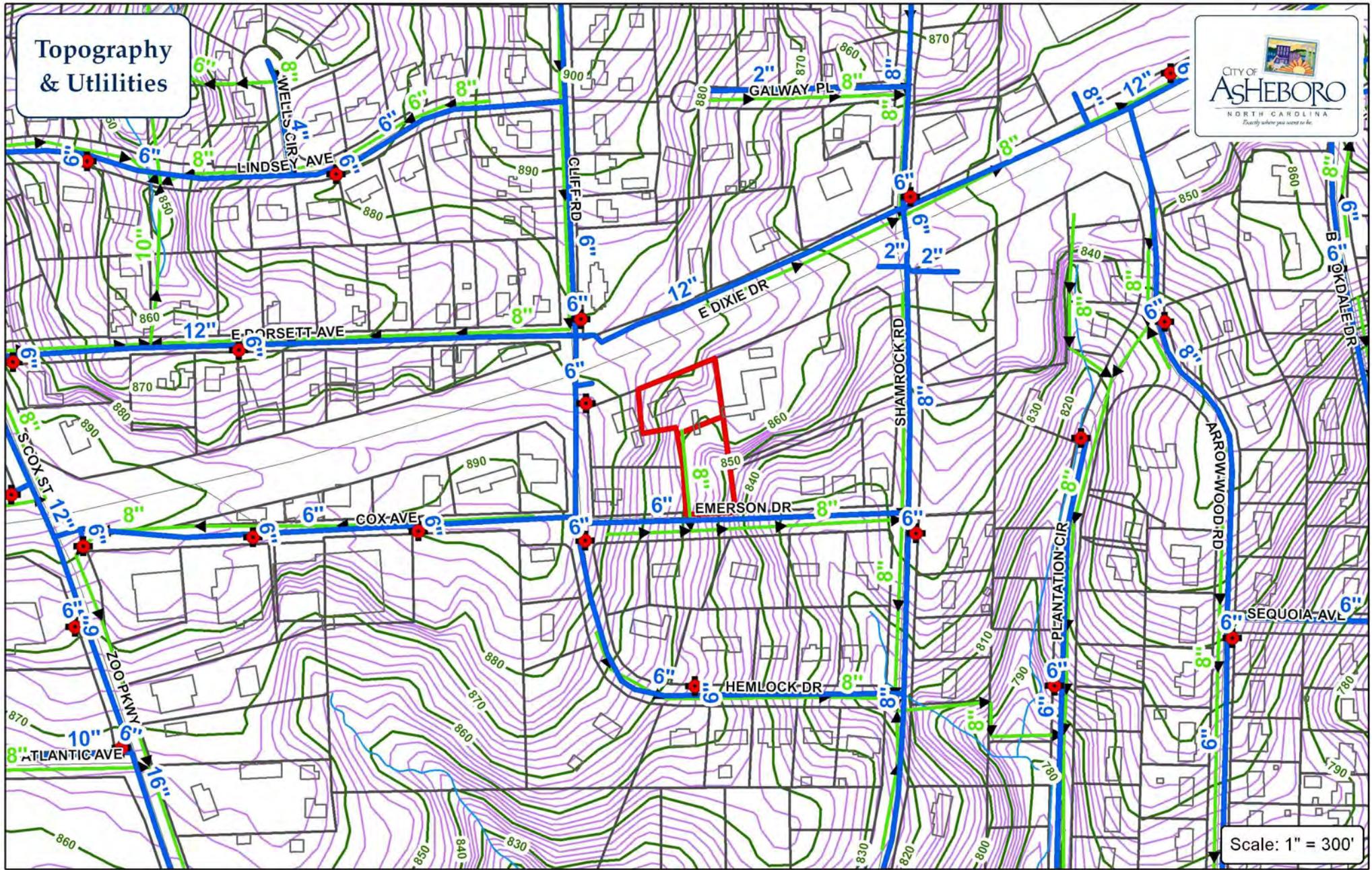
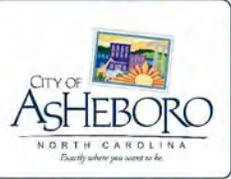


City of Asheboro
Planning & Zoning Department
 Rezoning Case: RZ-16-11
 Parcel: 7760068764

- Subject Property
- Adjoining Properties
- Zoning
- City Limits



**Topography
& Utilities**



Scale: 1" = 300'

- Water Main
- Sewer Main
- Force Main
- Fire Hydrant
- Pump Station

City of Asheboro
 Planning & Zoning Department
 Rezoning Case: RZ-16-11
 Parcel: 7760068764





City of Asheboro
 Planning & Zoning Department
 Rezoning Case: RZ-16-11
 Parcel: 7760068764

 Subject Property
 Zoning





**CUP-16-12: Conditional Use Permit Request for Manufacturing, Processing,
and Assembly- Light, in a CU-B2 (Conditional Use General Commercial)
Zoning District**

(East Dorsett Avenue)

Staff Report

Conditional Use Permit Staff Report

CUP Case No. CUP-16-12

10/6/2016 City Council

General Information

Name Bob Crumley (CF Properties, LLC)
Address 1157 South Cox Street
Asheboro NC 27203
Phone 336-953-2009
Pin # 7750973085
Location north side of East Dorsett Avenue

Requested Action: Conditional Use Permit for Light Manufacturing in a CU-B2 (Conditional Use General Commercial) zoning district.

Existing Zone CU-B2/R7.5 (See Analysis #4) **Existing Land Use** Parking Lot (gravel)
Size 23,674 square feet +/-

Applicant's Reason as stated on application

Light Industrial Use to process hemp plants and seeds into oil and food (manufacturing, processing, and assembly- light)

Surrounding Land Use

North Single-family residential **East** Single-family residential
South Commercial **West** Commercial

Zoning History RZ-88-24: R7.5 to B2 (denied) (1988); RZ-88-29: R7.5 to CU-B2 (approved-included subject property, plus uses on adjoining properties: 1157, 1207, 1213 South Cox St.) (1988); RZ-91-03 (Modification to CUP- allowing subdivision of property and review of CUP for individual lots to be reviewed as each lot develops.

Growth Strategy Map Primary Growth **Proposed L D P Map** Neighborhood Residential

Legal Description

The property of CF Properties, LLC, located on the north side of East Dorsett Ave., totaling approximately 23,674 sq. ft. (0.543 acres) +/-, & more specifically identified by Randolph County Parcel Identification No. 7750973085

Analysis

1. The request is for a Conditional Use Permit for manufacturing, processing, and assembly- light in a Conditional Use General Commercial (CU-B2) zoning district, within a new 5,200 sq. ft. building. This use is allowed in the CU-B2 zoning district with a Conditional Use Permit.
2. One access driveway is proposed from East Dorsett Avenue, a city-maintained street.
3. Required parking is based on the number of employees (0.6 spaces per employee). Section 628 states that a maximum of 10 employees may be employed for this use (due to it requiring an SUP/CUP). The applicant is proposing twelve (12) parking spaces, which meet the parking requirement.
4. A small portion of property along the parcel's eastern boundary is identified on GIS as R7.5 (Medium-Density Residential) zoning. However, staff cannot find supporting documentation in the public record to confirm this area of residential zoning. This issue is not a concern for the CUP as the zoning ordinance (Section 103.3) states that when a zoning boundary divides a parcel, the least restrictive zoning (in this case CU-B2) applies to the entire parcel since the R7.5 zoning extends less than fifty (50) feet beyond the zoning boundary.
5. While the LDP's Proposed Land Use Map identifies the subject property Neighborhood Residential, it has been zoned commercial since 1988.
6. Buffering/screening required is either a 10' Type C screen or 25' Type C buffer adjacent to the residentially zoned (R7.5) property on the north and east sides of the property. The applicant is proposing a 10' screen, using a combination of existing vegetation and planted vegetation (consisting of deciduous trees, bamboo, and evergreen vegetation), plus supplementing additional vegetation, as needed to meet these requirements.

LDP Conformity Issues Buffering/screening should use special care in the context of adjoining residential land uses.

Conditional Use Permit Staff Report

CUP Case No. CUP-16-12

Page 2

NOTE: Applicant shall certify to Council mailings to all adjoining property owners.

Staff Comments

Suggested Conditions

[Draft Conditions as of 9-30-2016](#)

(A) Consistent with Section 628.5, the specific "manufacturing, processing, and assembly, light" use approved shall include lawful processes involving agricultural and food products of a similar intensity to the specific products the applicant identifies as occurring with this use.

(B) The site plan notes a 10' Type C screen on the northern and eastern boundaries of the property adjacent to residentially zoned property. This "Type C" Screen indicates one (1) evergreen shrub at five (5) feet on centers and one (1) evergreen tree at twenty (20) feet on centers or an equivalent combination of vegetation and other screening that meets or exceeds the requirements of a "Type C" Screen. Existing vegetation may also count towards meeting screening/buffering requirements. However, should any deficiency in meeting the landscaping requirements occur, additional buffering or screening measures consistent with Section 304A of the Asheboro Zoning Ordinance shall be required.

(C) The site plan indicates that no outdoor lighting is proposed at this time. If the applicant proposes outdoor lighting at a later date, it shall not be considered a modification requiring a new Conditional Use Permit. Information shall be submitted to City staff demonstrating compliance with Section 317A.1 of the Zoning Ordinance (Performance Standards for all Commercial Zoning Districts- Light) for inclusion into the file without further review by City Council.

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

For Conditional Use Permit Hearings:

The following tests shall be found in favor of the applicant by the City Council.

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

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

Conditional Use Permit Staff Report

Requirements for Permit

Page 3

CUP-16-12

Asheboro Zoning Ordinance Section 628- Manufacturing, Processing and Assembly, Light*

Light manufacturing activities may be permitted in B2 districts subject to the following standards:

628.1 Off-street parking and loading spaces provided in accordance with Article 400.

628.2 The applicant shall have adequate utilities (water, sewerage, etc.) so that the proposed operation shall meet the requirements of the City Fire, Building Inspection, and Engineering Departments.

628.3 The activity shall not endanger, damage, or have any other undesirable effects upon nearby non-industrial development by reason of its existence and operation.

628.4 Buffering and screening shall be required as set forth in Article 304A.

628.5 Approvals granted under this section shall be for one specific use, to be identified by the applicant at the time of application, and shall not be transferable to other light industrial uses. Requests for such changes in use shall be covered by the submission of a separate Special Use Permit Application.

628.6 Light Manufacturing, Processing and Assembly as permitted by this SUP shall mean activities which are conducted within a fully enclosed structure, require no outdoor storage, utilizes no boilers or other equipment in excess of 25 HP individually, and employ a total of 10 or fewer employees.

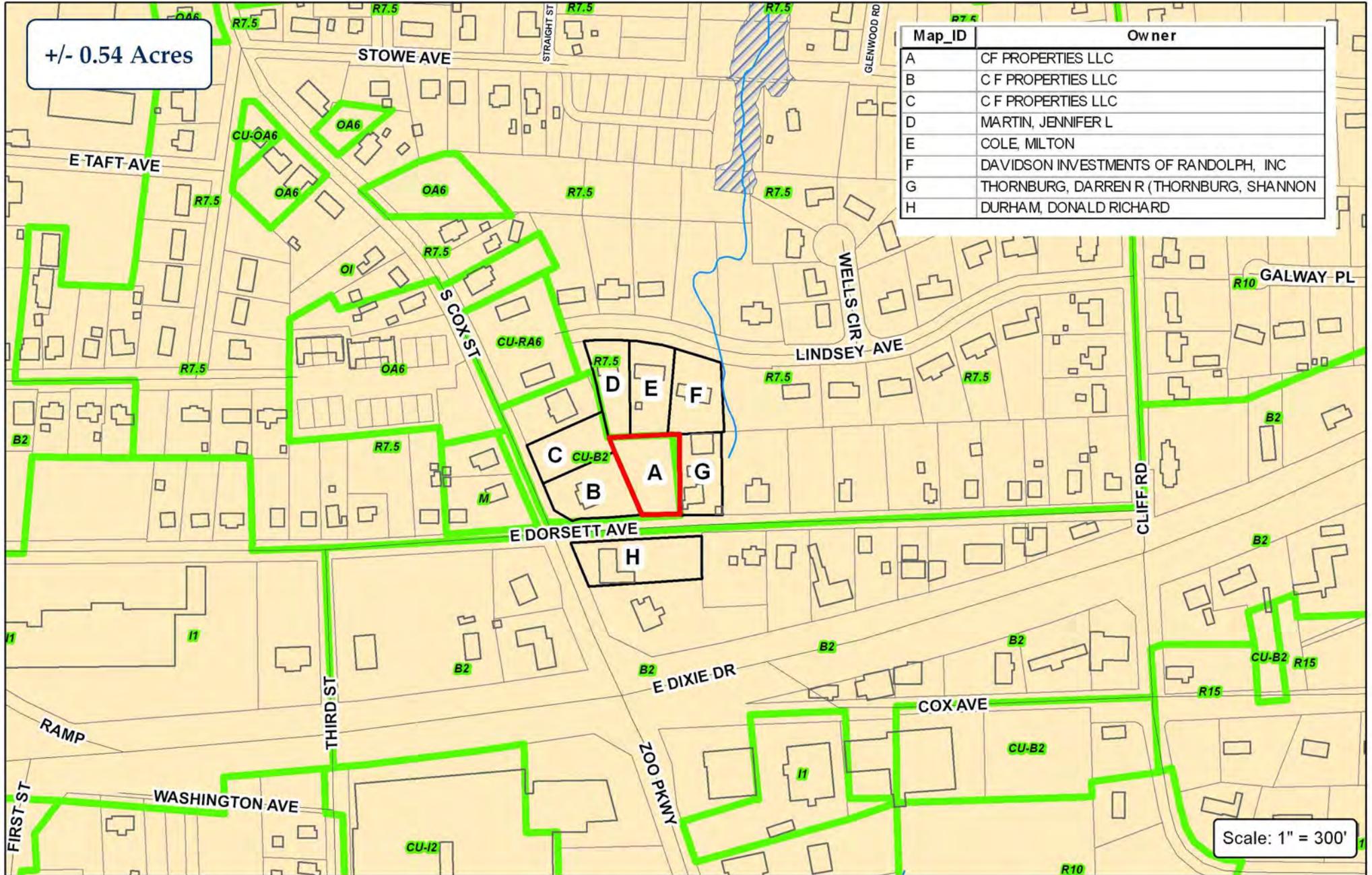
*Article 1100 Definitions concerning Manufacturing, Processing, and Assembly

Manufacturing, Processing and Assembling, Light- Activities described in Manufacturing, Processing and Assembling, Heavy conducted wholly within an enclosed structure and not employing more than 10 persons and utilizing no more than a total of 25 horsepower in power driven machines and material handling equipment.

Manufacturing, Processing and Assembling, Heavy- The mechanical or chemical transformation of materials or substances into new products. The land uses engaged in these activities are usually described as plants, factories, or mills and characteristically use power-driven machines and materials handling equipment. Establishments engaged in assembling component parts of manufactured products are also considered under this definition, if the new product is neither a fixed structure nor other fixed improvement. Also included is the blending of materials such as lubricating oils, plastics, resins or liquors.

+/- 0.54 Acres

Map_ID	Owner
A	CF PROPERTIES LLC
B	C F PROPERTIES LLC
C	C F PROPERTIES LLC
D	MARTIN, JENNIFER L
E	COLE, MILTON
F	DAVIDSON INVESTMENTS OF RANDOLPH, INC
G	THORNBURG, DARREN R (THORNBURG, SHANNON
H	DURHAM, DONALD RICHARD

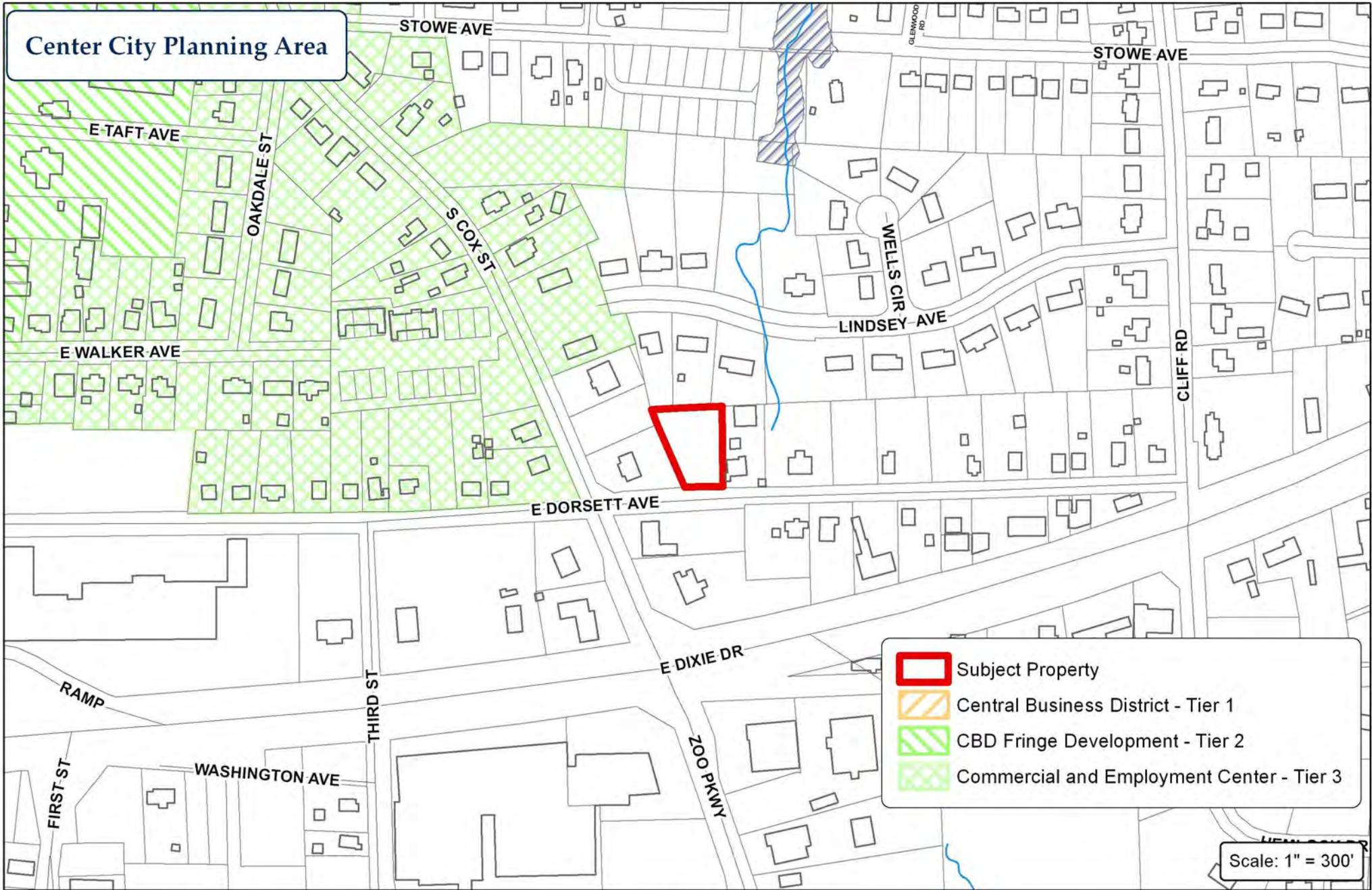


City of Asheboro
Planning & Zoning Department
Conditional Use Permit: CUP-16-12
Parcel: 7750973085

- Subject Property
- Adjoining Properties
- Zoning
- City Limits



Center City Planning Area



-  Subject Property
-  Central Business District - Tier 1
-  CBD Fringe Development - Tier 2
-  Commercial and Employment Center - Tier 3

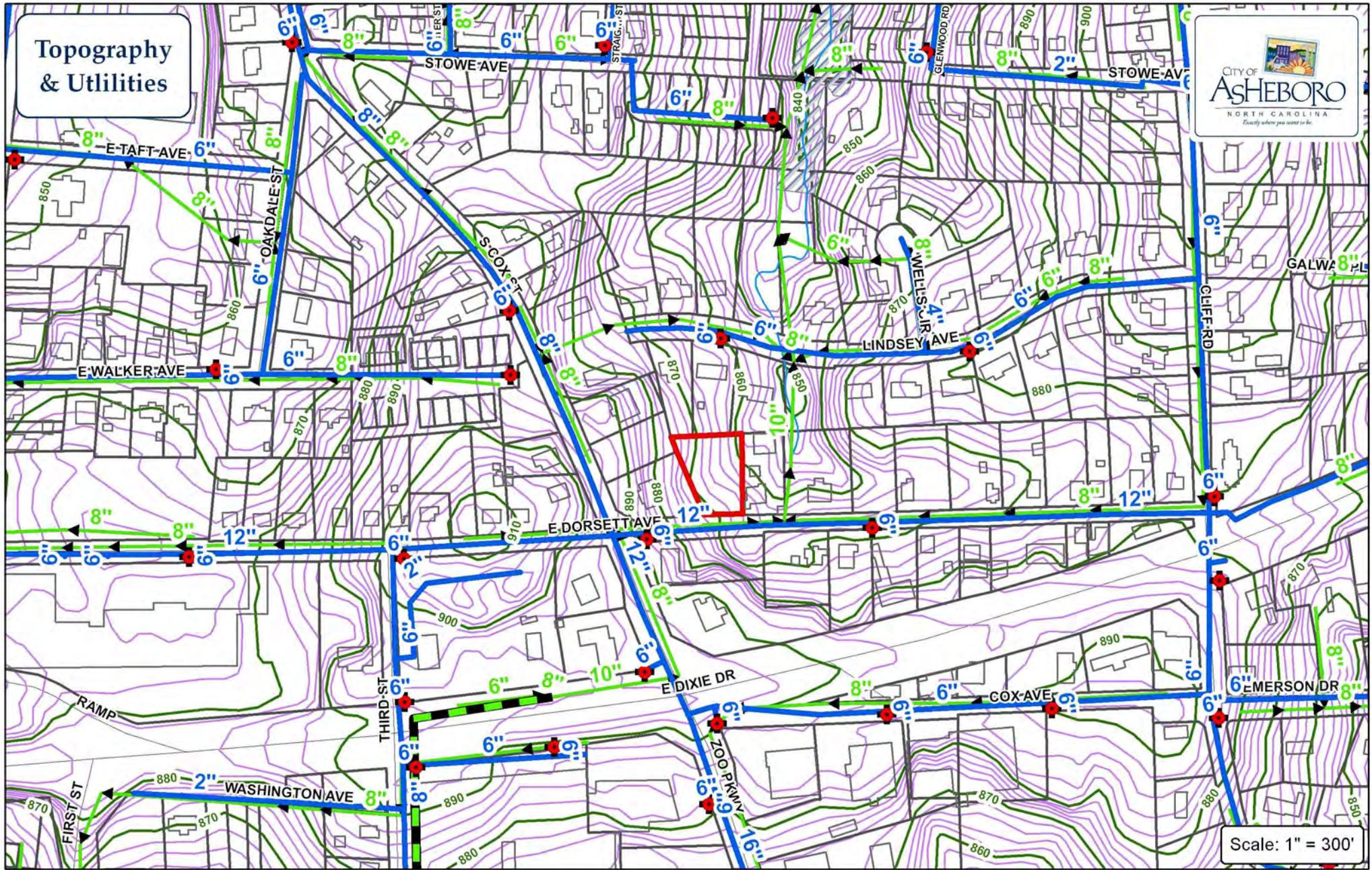


City of Asheboro
Planning & Zoning Department
Conditional Use Permit: RZ-16-12

Parcel: 7750973085



**Topography
& Utilities**

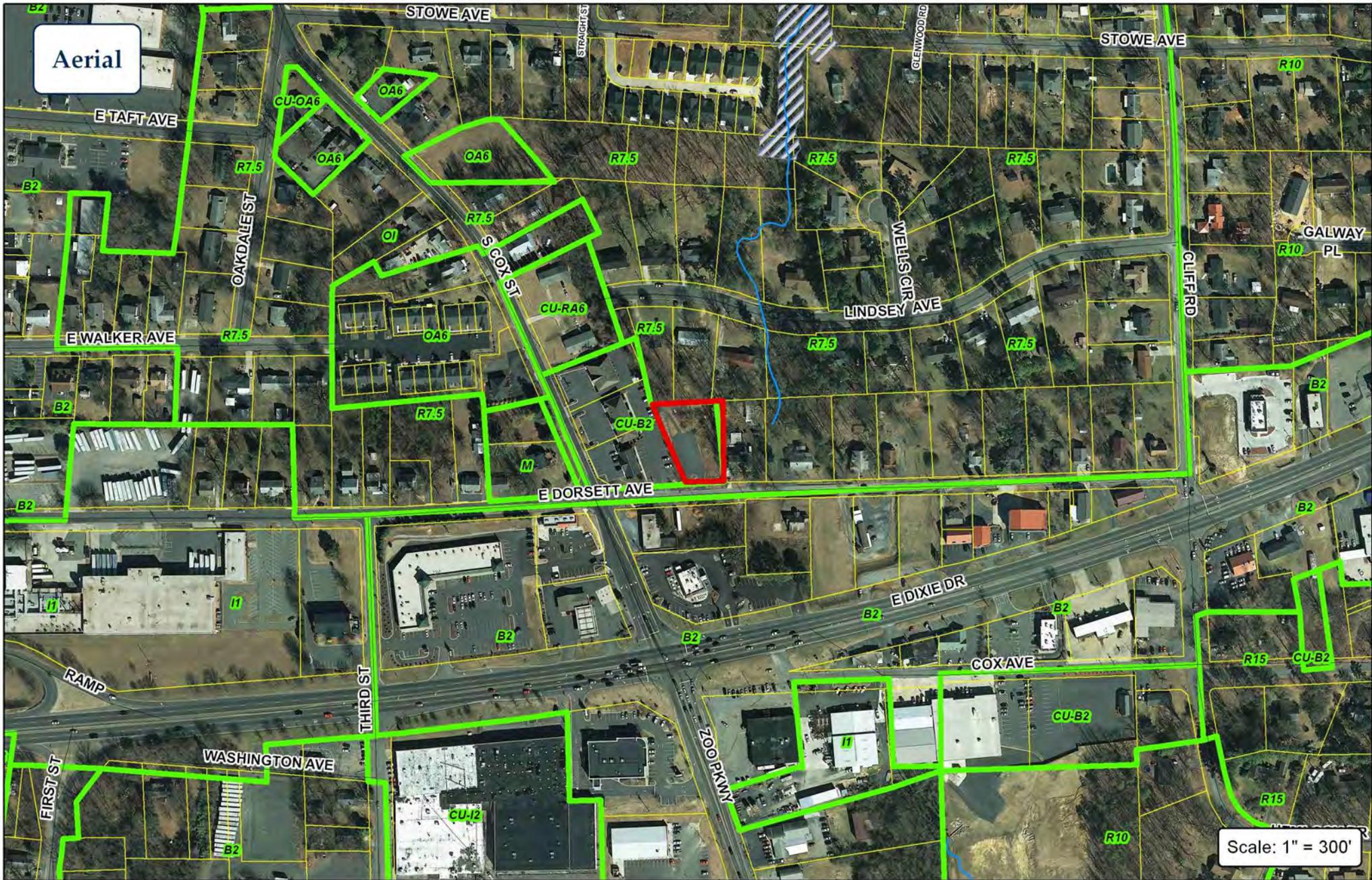


Scale: 1" = 300'

-  Water Main
-  Sewer Main
-  Force Main
-  Fire Hydrant
-  Pump Station

City of Asheboro
 Planning & Zoning Department
 Conditional Use Permit: CUP-16-12
 Parcel: 7750973085





Aerial

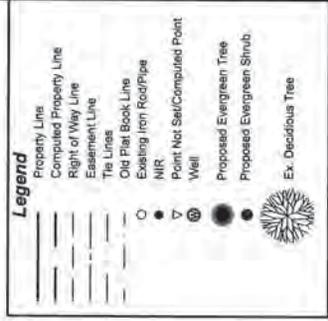
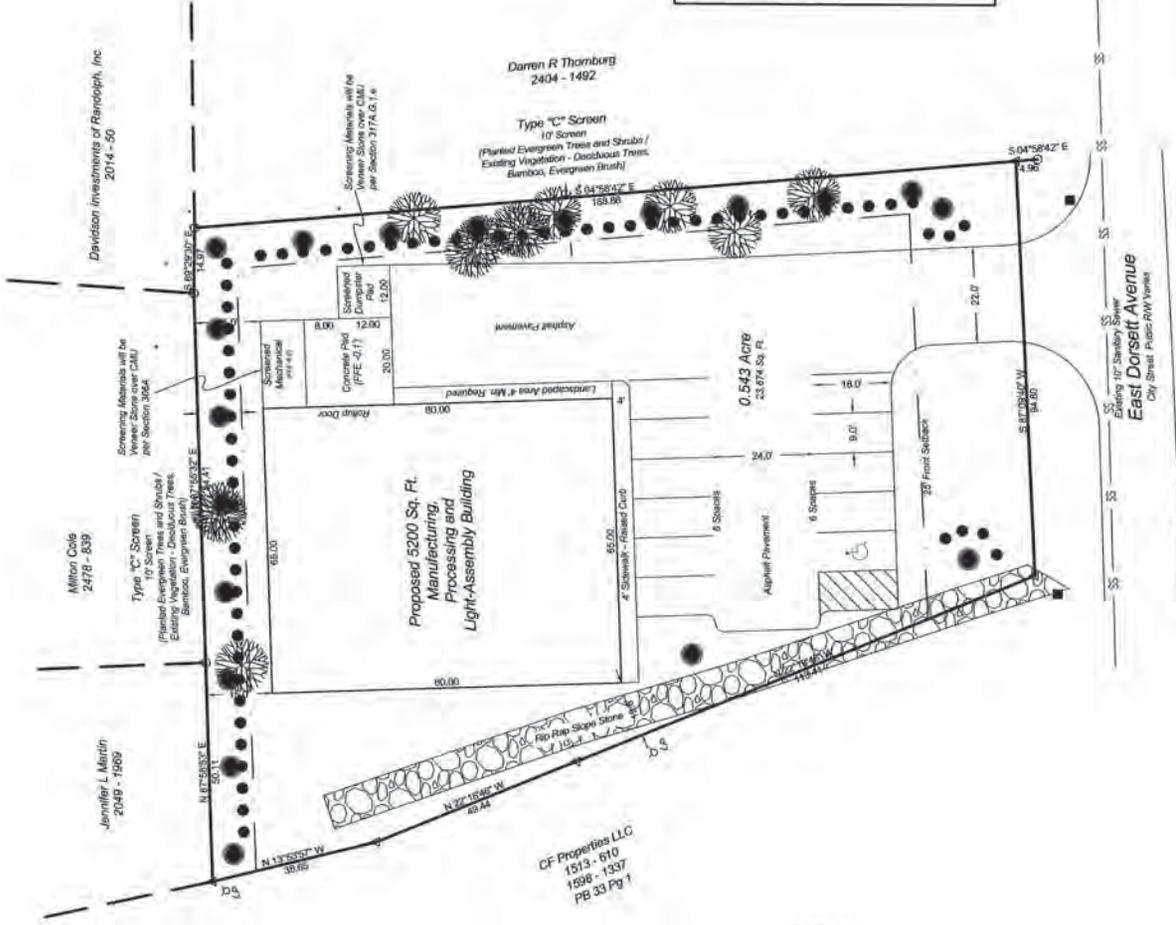
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City of Asheboro
 Planning & Zoning Department
 Conditional Use Permit: CUP-16-12
 Parcel: 7750973085

Subject Property
 Zoning





CF Properties LLC
1513 - 610
1898 - 1337
PB 33 Pg 1



Site Plan For:
CF Properties LLC

City of Asheboro Randolph County
Asheboro Township North Carolina
August 22, 2016
Scale: 1" = 20 US Survey Feet



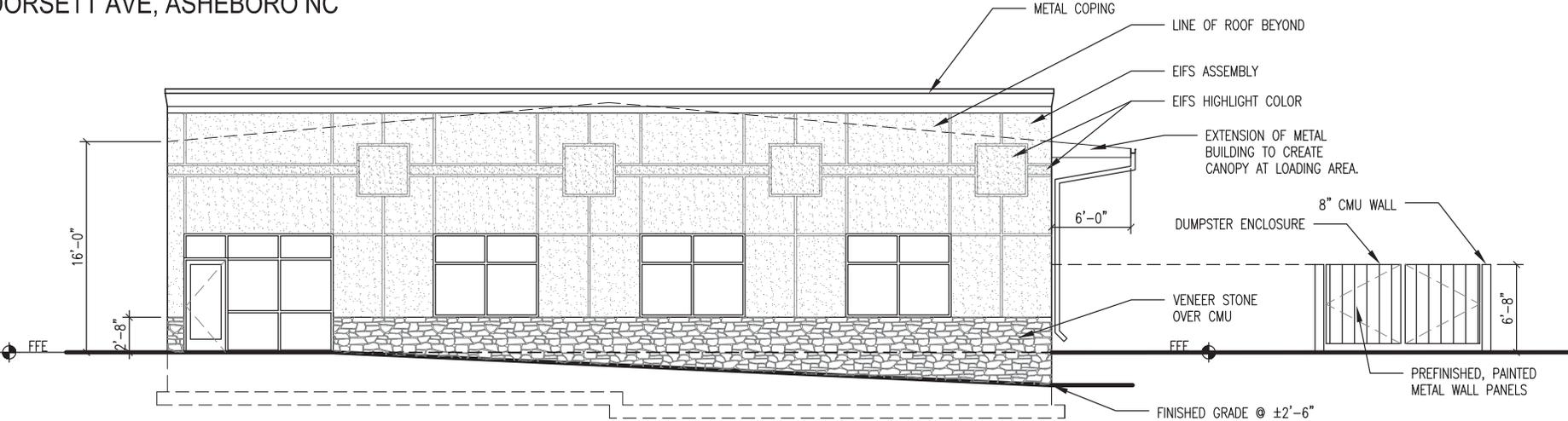
SURVEY CAROLINA, PLLC
1016 Worth St., Asheboro, NC 27203
Phone Number: 336 460-0261
Email: mail@surveycarolina.com
Firm #: P-1110
Dan W. Turner II, L-4787
© 2016 Survey Carolina, PLLC

Owners:
CF Properties
1157 S Cox St
Asheboro, NC 27203

- Notes:**
1. No NCGS Monuments found within 2000' of property.
 2. This project is not located within a special flood hazard area.
 3. Area calculated by coordinate geometry.
 4. All lines surveyed by Survey Carolina, PLLC are indicated by bold lines. All lines not surveyed by Survey Carolina, PLLC are indicated by dashed lines.
 5. No attempt was made by this survey to locate all underground utilities nor any other easements that would be revealed by a title search.
 6. Deeds and plats referenced (Randolph Co. registry):
Deeds:
DB 1705 PG 958
Plats
PB 33 PG 1
7. Randolph County Tax PIN: 7750973085
8. Zoning: CU-B3
Setbacks: Front 25'
Side 0 or 5'
Rear 0 or 5'
Height 35'
 9. Maximum of 10 Employees per SUP/CUP requirements of Section 628.
 10. No Outdoor Lighting Proposed at this Time.

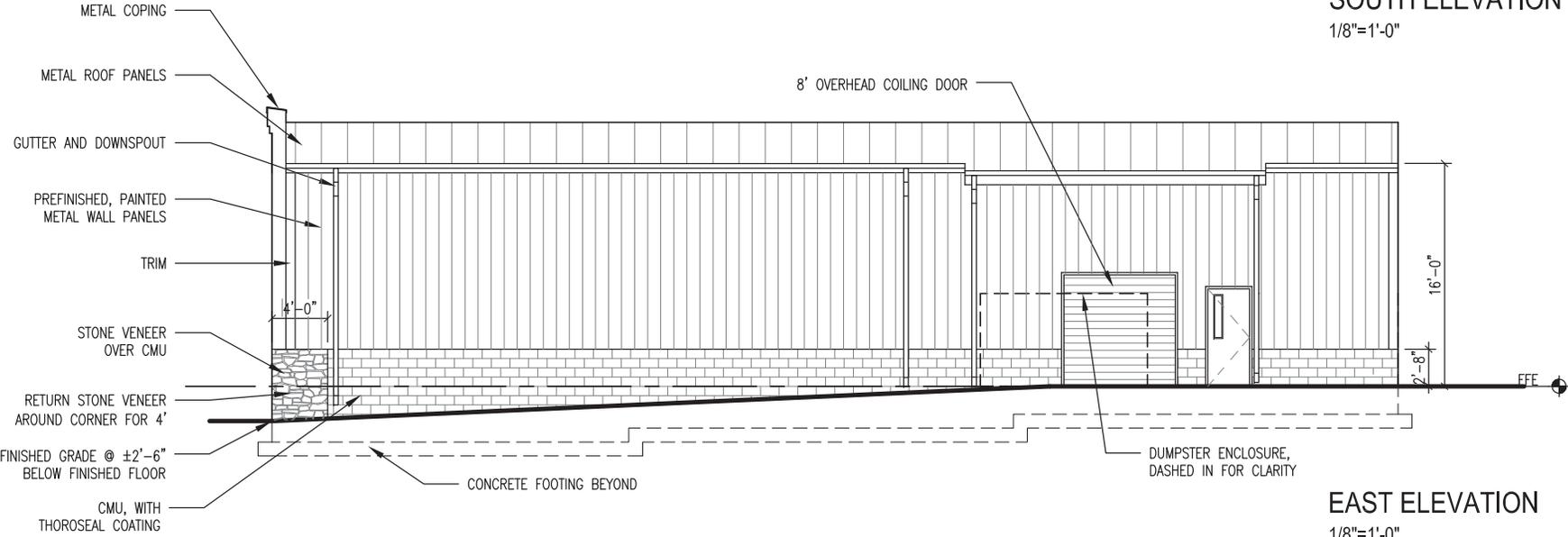
CF PROPERTIES LLC - HEMP PROCESSING FACILITY

EAST DORSETT AVE, ASHEBORO NC



SOUTH ELEVATION

1/8"=1'-0"



EAST ELEVATION

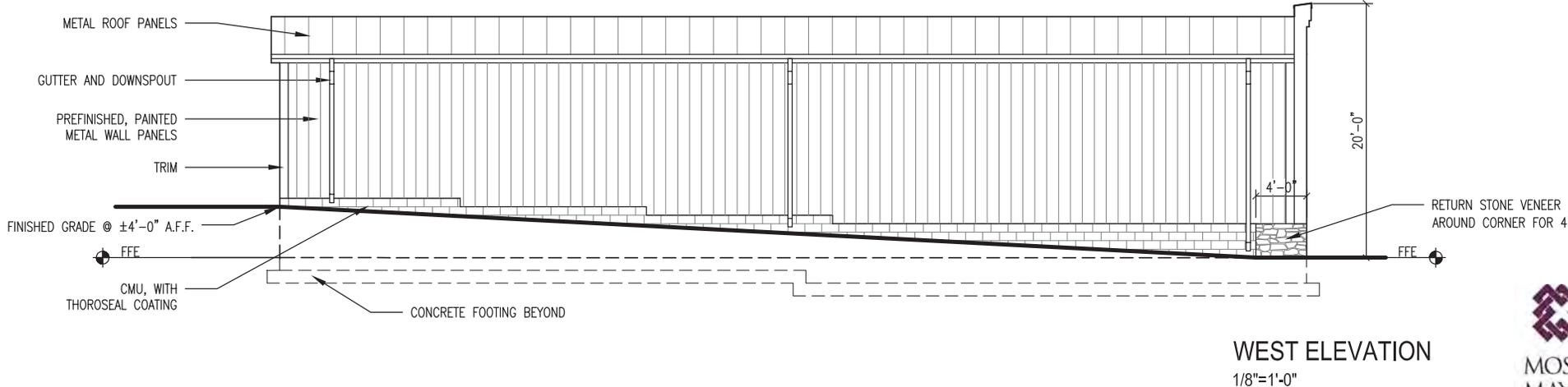
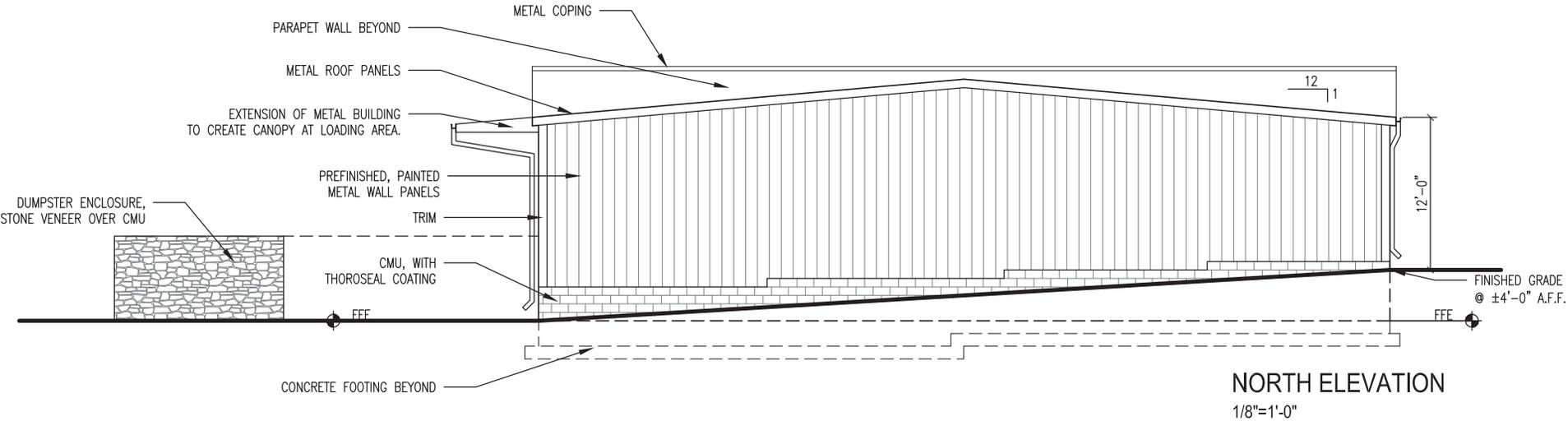
1/8"=1'-0"



**MOSER
MAYER
PHOENIX**
ASSOCIATES, PA

CF PROPERTIES LLC - HEMP PROCESSING FACILITY

EAST DORSETT AVE, ASHEBORO NC





Request to extend time between preliminary and final plat subdivision reviews

(Waterford Villas)

Staff Note: On November 5, 2015, the Asheboro City Council granted a 12 month extension for the time period allowed between preliminary and final plat reviews, which is valid through November, 2016. Staff requests that this extension, if granted, be valid through November, 2017.

Waterford RE, LLC
Kevin Jessup, Manager
802 Northern Shores Lane
Greensboro, NC 27455

September 20, 2016

City of Asheboro
Attn: John L. Evans
Assistant Director
Community Development Division
146 N. Church Street
Asheboro, NC 27203

Dear Mr. Evans:

On January 4, 2007, the City of Asheboro approved a preliminary plat for Waterford Villas (SUB-06-03).

We would respectfully request a twelve month extension of time to submit a final plat. As you may know, this project stalled due to the overall soft building market in North Asheboro and certain issues surrounding the financing of this project.

During 2015/2016 we have made progress in "Phase I" selling several new units and would expect to continue the project as originally intended as market conditions seem to be improving. We hope to be actively developing Phase II soon.

Feel free to contact me at 336-202-0684 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'KJ', written over a faint circular stamp or watermark.

Waterford RE, LLC
By: Kevin Jessup, its Manager

Notice of Public Hearing
Proposed Amendments to City of Asheboro
Code of Ordinances

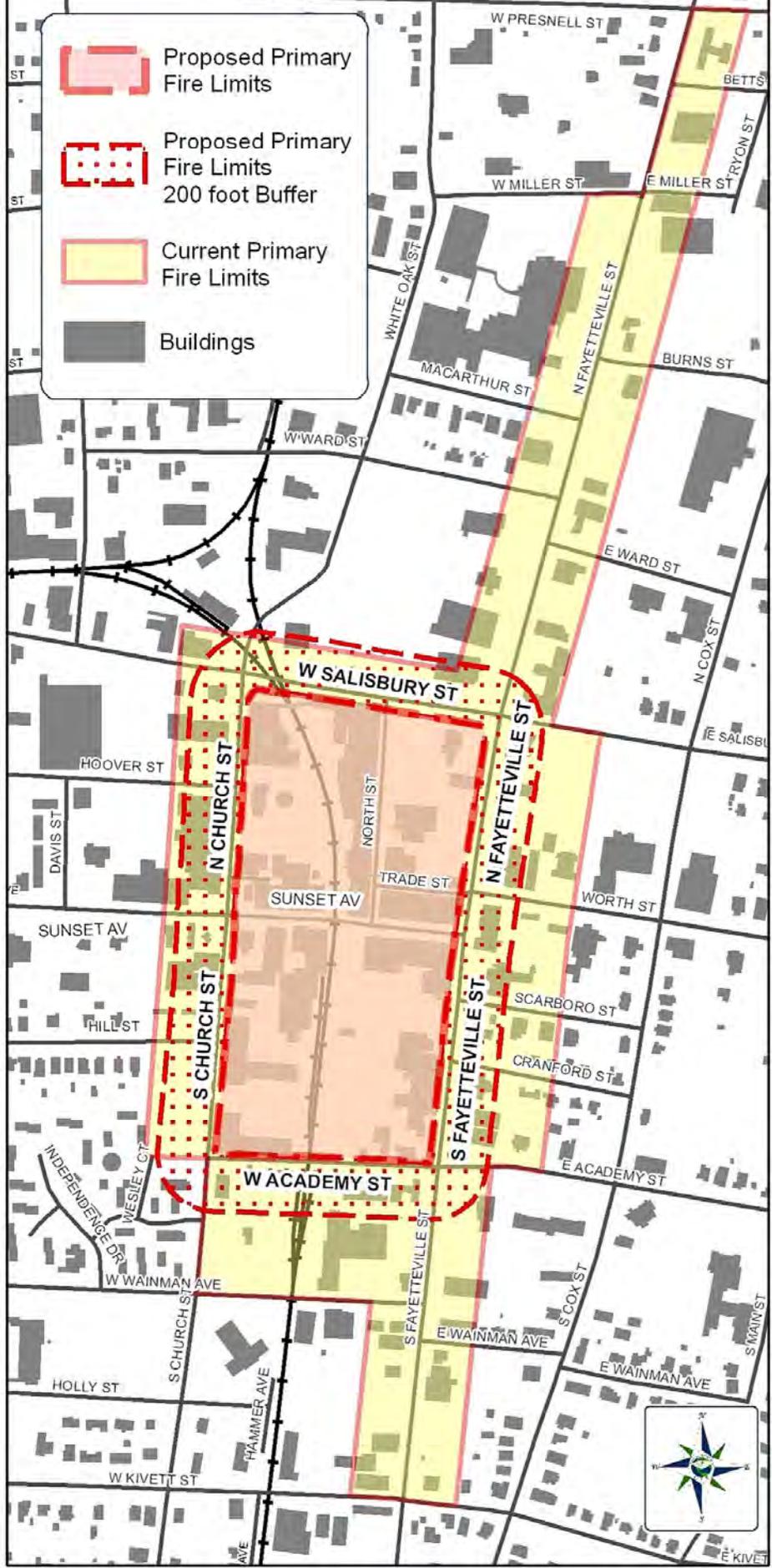
Notice is hereby given that on Thursday, the 6th day of October, 2016, at 7:00 PM at City of Asheboro City Hall (Council Chambers), 146 North Church Street, Asheboro, North Carolina, the Asheboro City Council will conduct a public hearing related to proposed amendments to the Code of Ordinances. The Council, after considering the information presented during the public hearing, will take action on the proposed amendments. Such action may include approval, denial, or approval of a modified version of the proposed amendment on the basis of the Council's determination that such action is reasonably necessary to promote public health, safety, or general welfare. Additional information concerning this hearing is available for public inspection at City Hall, located at 146 North Church Street, Asheboro, during normal business hours or by calling 336-626-1201, Ext. 223.

- Proposed is to amend the City of Asheboro Code of Ordinances, Chapter 150 – Buildings, Section 150.01 (A) – Fire Limits, to change the boundaries of the primary fire limits to include the area bounded by W. Salisbury Street to the north, N./S. Fayetteville Street to the east, W. Academy Street to the south, and N./S. Church Street to the west, along with a buffer zone of 200 feet around the perimeter of the aforementioned area.
- Proposed is to amend the City of Asheboro Code of Ordinances, Chapter 150 – Buildings, Section 150.01 (B) – Fire Limits to update the applicable reference to the North Carolina State Building Code.

The public is invited to attend this public hearing and make comment, either in favor of or in opposition to the proposed amendments.

Proposed Changes to the City of Asheboro Primary Fire Limits

-  Proposed Primary Fire Limits
-  Proposed Primary Fire Limits 200 foot Buffer
-  Current Primary Fire Limits
-  Buildings



CITY OF
ASHEBORO
COMMUNITY DEVELOPMENT DIVISION

TO: Asheville City Council
FROM: Trevor L. Nuttall, Community Development Director 
DATE: 9-14-16
RE: Potential Changes to the City's Primary Fire Limits

Staff has concluded an analysis of the city's current primary fire limits. The Fire Department and Community Development Division, including the Building and Fire Inspections Departments, completed the analysis. Analysis included a review of year-built for all buildings within the current limits as well as an evaluation of building area densities by block. Occupancy types, fire hydrant access and proximity to a Fire Station also were examined. Additionally, staff discussed building code developments that have occurred since the date of the city's current primary fire district (1983) as well as investments that have been made in public safety and emergency service arenas since that time. Maps used in the staff analysis are included with this memorandum.

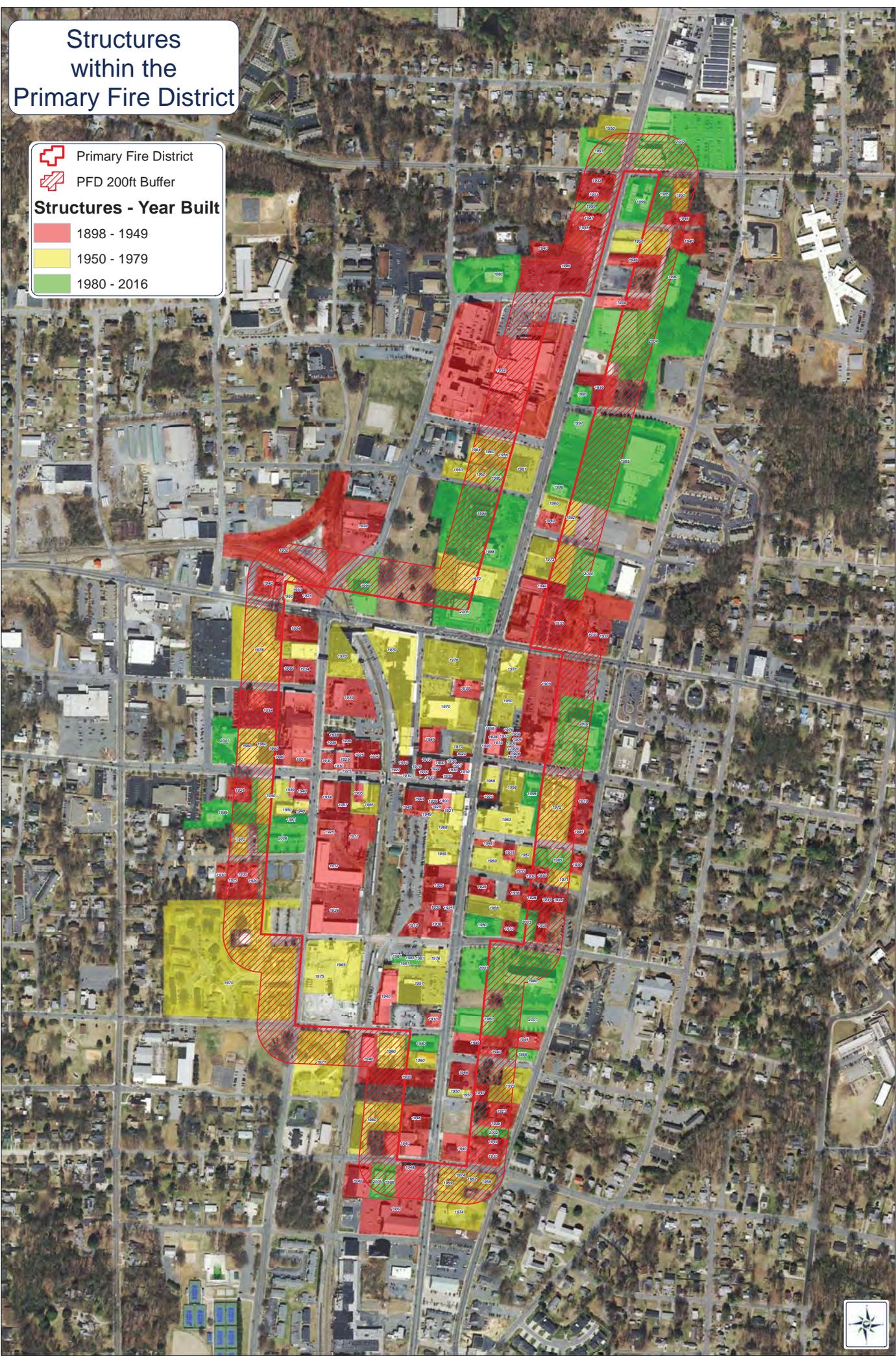
Our analysis indicates that the greatest concentration of structures whose construction pre-dates modern building code requirements is contained within the blocks bounded by W. Salisbury Street to the north, N. Fayetteville Street to the east, Academy Street to the south, and S. Church Street to the west. Structures located outside of these blocks tend to be of newer construction, more frequently detached and setback from property lines, and within an adequate distance of Fire Station Number 1 and fire hydrants to receive acceptable fire protection services without necessitating additional building code requirements triggered by inclusion within the primary fire limits. In light of this analysis, it is recommended that the City Council schedule a public hearing for October 6, 2016, on the question of an amendment to the primary fire limits.

Structures within the Primary Fire District

-  Primary Fire District
-  PFD 200ft Buffer

Structures - Year Built

-  1898 - 1949
-  1950 - 1979
-  1980 - 2016

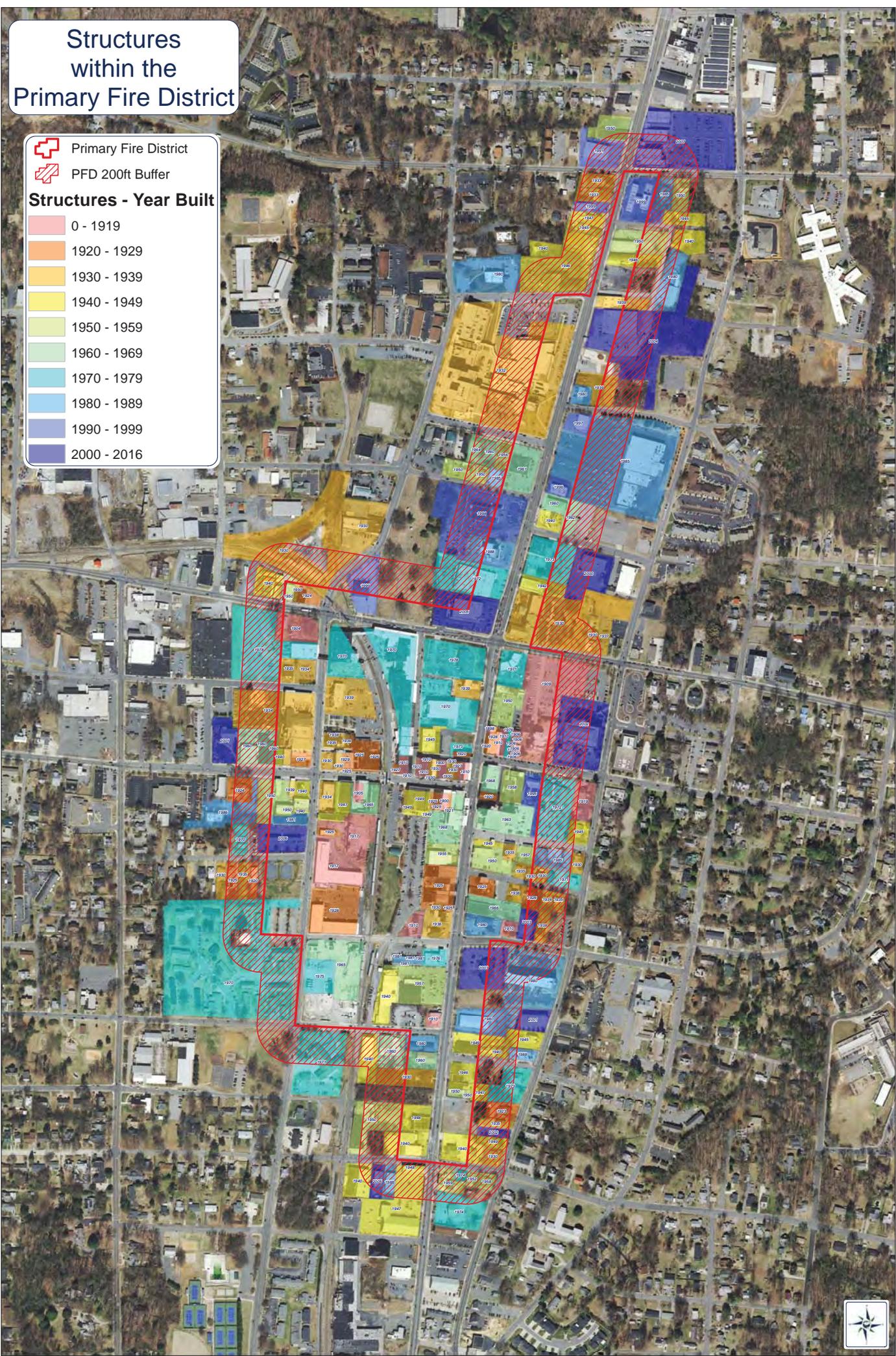


Structures within the Primary Fire District

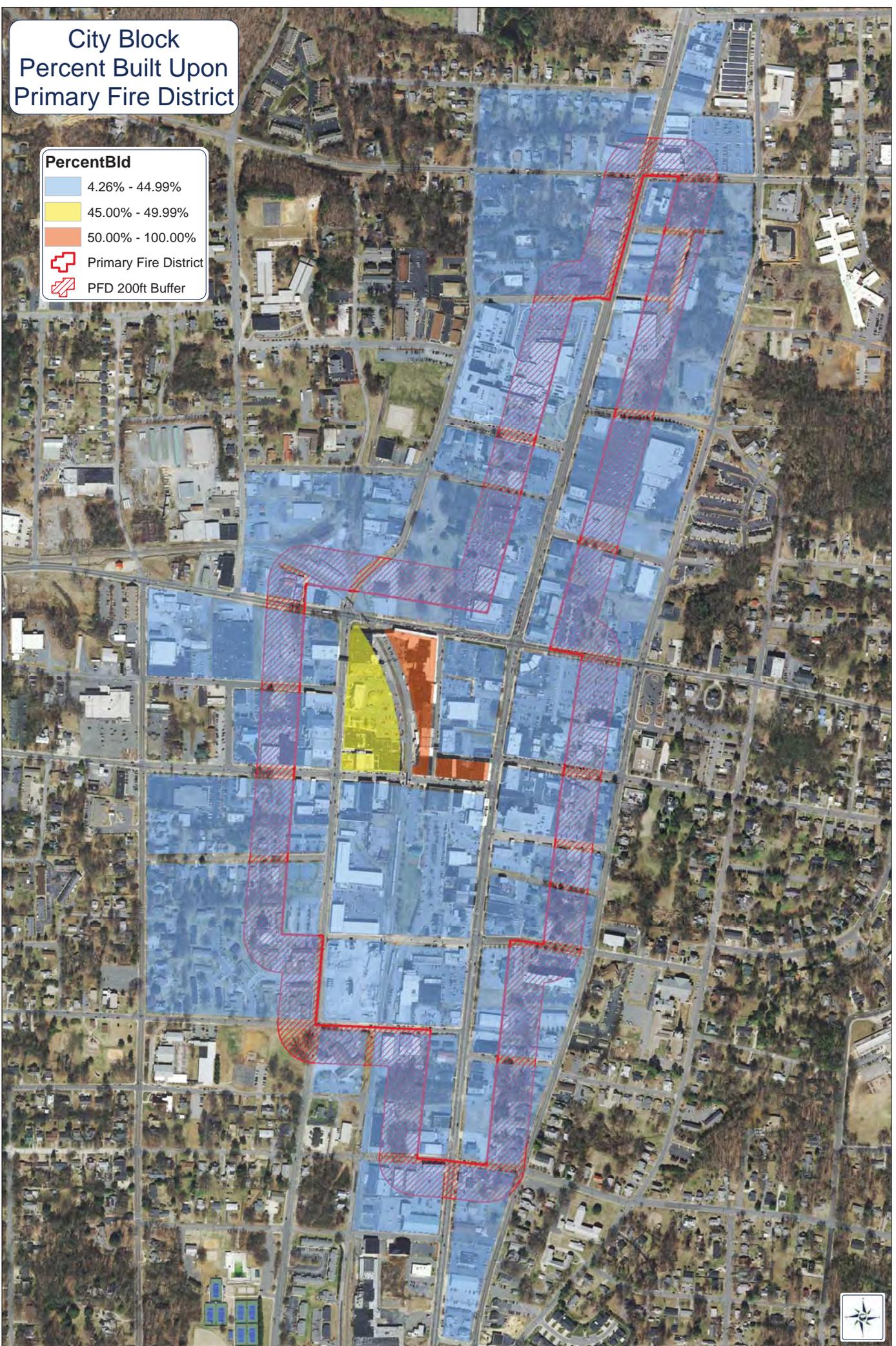
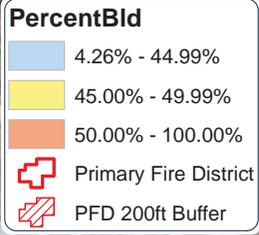
-  Primary Fire District
-  PFD 200ft Buffer

Structures - Year Built

-  0 - 1919
-  1920 - 1929
-  1930 - 1939
-  1940 - 1949
-  1950 - 1959
-  1960 - 1969
-  1970 - 1979
-  1980 - 1989
-  1990 - 1999
-  2000 - 2016



City Block Percent Built Upon Primary Fire District





Rural Economic Development
COMMERCE

Item 4 (f)

DR. PATRICIA MITCHELL, CECD
Assistant Secretary

September 6, 2016

Mr. John Ogburn, III
City of Asheboro
P.O. Box 1106
Asheboro, NC 27204-1106

Re: Contract Agreement for Grant Number 2017-003-1257-1534; Your Signature and Reply is Requested
Project Title: "Downtown Revitalization"

Dear Mr. Ogburn:

Enclosed for your review and signature are two complete sets of contract documents required to finalize the grant award pursuant to N.C. S.L. 2016-94 § 15.12. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

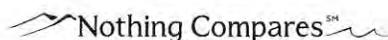
Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government.
Exhibit A	Grantee Proposal: This document is incorporated into the agreement as the scope of the project.	Highest Elected Official – Unit of Local Government.
Exhibit B	Final Report Form: This is a sample of the final report due to Commerce by March 31, 2017. This form may be found on our website: http://www.nccommerce.com/rd/rural-grants-programs within the Forms section.	Highest Elected Official – Unit of Local Government.
Exhibit C	Payment Request Form: This form outlines payment to be made from Commerce to the grantee. Please sign and date Section F.	Authorized Signatory – Unit of Local Government.
Exhibit D-1	Iran Divestment Act Certification	Highest Elected Official – Unit of Local Government.
Exhibit D-2	Iran Divestment Act Certification	Legal Property Owner listed on the Deed.

Execute two originals of these documents and return one of them to my attention at the address. If you have any questions regarding the enclosed documents, please contact me at (919) 814-4671.

Sincerely,

Nichole M. Gross
Data and Compliance Specialist

Enclosure



The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Downtown Revitalization Grant Agreement (“Grant Agreement”) with the **City of Asheboro** (the “Governmental Unit” or “Grantee” and, together with Commerce, the “Parties”), a local governmental unit.

WHEREAS, N.C. S.L. 2016-94 § 15.12 (the “Authorizing Legislation”) authorized the awarding of Downtown Revitalization Grants or (Downtown Revitalization Grant”) to provide grants to certain municipal governments to encourage downtown revitalization in eligible communities; and

WHEREAS, Commerce, through its Rural Economic Development Division, administers the **Downtown Revitalization Grants**; and

WHEREAS, the Governmental Unit submitted a proposal and supporting materials (together, “Proposal”) to Commerce for a grant (the “Grant”) to fund a project (the “Project”).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Grant Agreement Documents.

This Grant Agreement consists of the following documents:

- (a). This Grant Agreement, including all documents incorporated by reference herein.
- (b). Grantee Proposal (Exhibit A).
- (c). Sample Final Report (Exhibit B).
- (d). Payment Request Form (Exhibit C)
- (d). Iran Divestment Act Certification (Exhibit D-1).
- (e). Iran Divestment Act Certification (Exhibit D-2).

2. Changes in the Project or Other Conditions.

- (a). A “Project Change” is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction, rehabilitation, the matching investment in the Project and/or the other significant source of funding (if applicable). A “Project Change” also includes any filing of bankruptcy by the Governmental Unit. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement or the Project. In its sole discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement.

The effective period of this Grant Agreement shall commence on **8/1/2016** (“Effective Date”) and shall terminate on **3/31/2017** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the “Termination Date”) or unless extended for an express term in writing by Commerce.

4. Funding.

Commerce grants to the Governmental Unit an amount not to exceed **\$94,340.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with this Grant Agreement, the Authorizing Legislation and all other applicable laws, rules, regulations and requirements. The Governmental Unit shall not make or approve of any improper expenditure of Grant funds, including any expenditure of Grant funds for renting or purchasing land or buildings, for financing debt or for the payment of existing debt, salary or wages for employees of the grantee organization, and food or refreshment expenses are not allowed under this grant program.

5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from Commerce and the State. The Grant Agreement, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among the Governmental Unit, Commerce, the State or any third party. Nor shall the Grant Agreement or the Project be construed to make the Governmental Unit (including its employees, agents or contractors) or any third party into employees, agents, members or officials of Commerce or the State. Neither the Governmental Unit (including its employees, agents or contractors) nor any third party shall have the ability to bind Commerce or the State to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to its employees, agents and contractors. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees, agents and contractors who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the State shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment.

Commerce shall endeavor to pay the Grant funds to the Governmental Unit within 30 calendar days of actual receipt of this Grant Agreement executed by Governmental Unit and the satisfaction of all other conditions precedent to payment of grant funds to Governmental Unit.

Funds may only be used in accordance with this Grant Agreement and the uses set forth in Exhibit A. Commerce may request, and the Governmental Unit must produce, any information from the Governmental Unit justifying the use of the Grant funds. The submission of any reports required by Exhibit B and Paragraph 9 below, or any requests for reimbursement required by this Paragraph or Exhibit B, representing that any work on the Project has been performed shall constitute a certification that the work represented has actually been performed.

7. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for any separate awards, monetary contributions or other revenue sources for this Project.
- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the date of the last disbursement of Grant funds or the Termination Date, whichever is later. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

8. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities to ensure that time schedules are being met and other performance goals are being achieved. Further, the Grantee, or designated agent, shall maintain records and accounts that properly document and account for the application of all Grant funds for a minimum of five (5) years after the date of the last disbursement or the Termination Date, whichever is later.
- (b). The Governmental Unit shall furnish Commerce detailed written final report according to the time periods specified in Exhibit B or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit toward achieving the requirements and purpose(s) of the Project. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission

date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.

- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement or the Project. Likewise, the Governmental Unit shall ensure that any third party it employs or contracts with to work on the Project provides the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Grant Agreement, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement by giving the Governmental Unit written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

10. Liabilities and Loss.

The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of any third party arising out of any act or omission of the Governmental Unit or any third party in connection with the performance of this Grant Agreement or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Governmental Unit Representations and Warranties.

The Governmental Unit hereby represents and warrants that:

- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
- (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit to discharge its obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, Commerce can, in its discretion, terminate the Grant Agreement upon notice and require the Governmental Unit to repay to Commerce the entire amount of the Grant.
- (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.

(d). The Governmental Unit is solvent.

12. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement or in relation to the Project (including the performance thereof), the Governmental Unit agrees that Commerce may require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement.

13. No Waiver by the State.

Failure of the State (including, without limitation, Commerce) at any time to require performance of any term or provision of this Grant Agreement shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

14. Waiver of Objections to Timeliness of Legal Action.

The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

15. Special Provisions and Conditions.

- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.

- (b). Conflict of Interest. The Governmental Unit shall forward to Commerce along with the executed copies of this Grant Agreement a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant or the Project, and shall include actions to be taken by the Governmental Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant or Project. Throughout the duration of this Grant Agreement and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
- (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement or the Project.
- (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Grant Agreement may be assigned to any commercial bank or other financial institution without such approval.

16. Notice.

All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or
Commerce:

Attn: **Melody Adams**

North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit:

Attn: **Mr. John Ogburn, III**

City of Asheboro
PO Box 1106
146 North Church Street
Asheboro, NC 27204-1106

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

17. Entire Agreement.

This Grant Agreement supersedes all prior agreements between Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.

18. Execution.

This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.

19. Construction.

This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.

20. Severability.

Each provision of this Grant Agreement is intended to be severable and, if any provision of this Grant Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

21. Acceptance.

If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1. This Grant may be withdrawn if Commerce has not received such documents within ten (10) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

City of Asheboro

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature: Patricia Mitchell [SEAL]

Printed Name: Dr. Patricia Mitchell, CEcD

Title: Assistant Secretary, Rural Development Division

Date: 9-16-16

2016-2017 Downtown Revitalization Proposal Form

Municipality Information

Legal Name of Municipality: City of Asheboro County: Randolph Tier # 2
Name of Chief Elected Official: David H. Smith Title: Mayor
Mailing Address: PO Box 1106 Street Address: 146 N. Church St.
City: Asheboro State: NC Zip: 27204
Primary Telephone(s): 336-626-1201 x 201 Fax: 336-626-1218
Email: mayor@ci.asheboro.nc.us Federal Tax ID #: 56-6001167

Municipality Project Contact:

Name: John N. Ogburn, III Title: City Manager
Primary Telephone: 336-626-1201 x 201 Email: jogburn@ci.asheboro.nc.us

Grant Administrator (if applicable)

Mailing Address: _____ Street Address: _____
City: _____ State: _____ Zip: _____
Name: _____ Title: _____
Primary Telephone: _____ Fax: _____
Email: _____ Federal Tax ID #: _____

Project Information

Project Title: S. Church Street Public Parking Lot Enhancement

- 1 Provide a description of the downtown revitalization project/activity to be funded by the grant.

The proposal is to install concrete curb and gutter and pave a city-owned public parking lot, including access driveways, that currently is surfaced with gravel and possesses limited designed stormwater collection. The parking lot is within the city's central business district which has experienced robust redevelopment in the last ten years. Funds also may augment existing landscaping on the property to improve visual appeal.

2. Provide a description of the proposed outcomes of the downtown revitalization project/activity.

Enhancement and completion of this lot will provide much-needed off-street parking not only for current conditions but for projected growth over the next ten years. The project will include installation of proper stormwater collection controls. The lot has capacity for nearly sixty vehicles and is well-within walking distance of the city's vibrant downtown shops and restaurants. Existing sidewalks will provide safe pedestrian access to and from the lot.

3. Provide a timeline for the implementation of the downtown revitalization project/activity.

1. Contract between Commerce and city signed by October 3, 2016.
2. Informal bids solicited until October 14, 2016.
3. Funds remitted to city by October 14, 2016.
4. Contract awarded by October 18, 2016.
5. Construction completed within five weeks of contract award, or November 22, 2016.
6. Submission of final report to Commerce detailing expenditures and project outcomes by March 31, 2017.

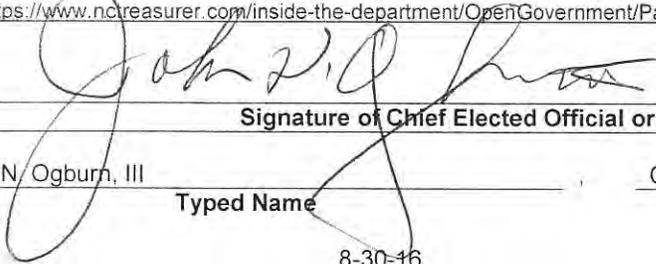
4. Include printed photos of the area where the project/activity will take place and provide a description of the photos below.

1. View from S. Church St. looking at subject property.
2. Interior view of parking lot showing current conditions (looking north).
3. Interior view of parking lot showing current conditions (looking south).
4. View from S. Church St. looking north towards the core of downtown shopping and dining opportunities.

Applicant Certifications

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

- 1 as Authorized Representative, the signatory has been authorized to file this application;
- 2 that the governing body or agrees that if a grant is awarded, the applicant will provide proper and timely submittal of all documentation requested by the Grantor Agency;
- 3 that the applicant has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project; and
- 4 that as of the date listed below, the applicant is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer's Office site: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.



Signature of Chief Elected Official or Authorized Representative

John N. Ogburn, III

Typed Name

City Manager

Typed Title

8-30-16

Date

Proposals should be submitted no later than September 1, 2016 and addressed to:

Melody Adams, Director, Rural Grant Programs
 North Carolina Department of Commerce, Rural Economic Development Division
 301 N. Wilmington Street (For Overnight Delivery Services)
 4301 Mail Service Center (For US Postal Service)
 Raleigh, NC 27699



Rural Economic Development
COMMERCE

North Carolina Department of Commerce
Rural Economic Development Division
Rural Grant Programs

Final Reporting Form

GRANTEE INFORMATION (to be completed by Grantee)

Reporting Period		Contract Information	
From:	<u>8/01/2016</u> <i>(date)</i>	Contract Ref#	<u>2017-003-1257-1534</u>
To:	<u>3/31/2017</u> <i>(date)</i>	Project End Date	<u>3/31/2017</u>
Grantee Name:	<u>City of Asheboro</u>	Project Title:	<u>Downtown Revitalization</u>
Project Contact Completing this Form:	_____	Title:	_____
Primary Telephone:	_____	Email:	_____

Describe the project's impact in the community and a description of the completed improvements.

SIGNATURE OF CHIEF ELECTED OFFICIAL/AUTHORIZED REPRESENTATIVE

Date

TYPED NAME AND TITLE

Local Government Certification

Name of Entity: _____

Address of Entity: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature _____ Date _____

Printed Name _____ Title _____

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina Local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

Property Owner Certification

Name of Entity: _____

Address of Entity: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina Local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.



Rural Economic Development
COMMERCE

Item 4 (g)

DR. PATRICIA MITCHELL, CECD
Assistant Secretary

September 26, 2016

The Honorable David Smith, Mayor
City of Asheboro
PO Box 1106
Asheboro, North Carolina 27204

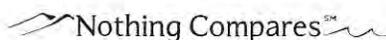
Dear Mayor Smith:

Subject: Grant Agreement
CDBG 14-E-2673
Technimark Rail Project

It is my pleasure to notify you that the City has been awarded a CDBG economic development grant in the amount of \$490,000 to assist in providing rail to serve Technimark. The company has pledged to create 41 full-time jobs and invest \$30,000,000 as the result of this project.

Per CDBG regulations, no project activities can begin and no funds may be obligated or expended until the following conditions on the funding approval (enclosed) are released:

1. The Grant Agreement (enclosed) is executed and returned to the Rural Economic Development Division.
2. The Funding Approval is executed and returned.
3. Two signatory forms are completed and one is returned.
4. A Vendor Electronic Payment form is completed and returned.
5. A completed copy of the rail agreement.



The Honorable David Smith, Mayor
September 26, 2016
Page 2

Upon the Department of Commerce receipt and approval of the information requested above, a release of funds letter will be issued. **No CDBG funds will be disbursed until the release of funds letter has been issued to the City.**

Everyone involved in the development of the City's successful application is to be congratulated. We commend the City for its economic development efforts and look forward to working with you on the implementation of the project. If you have any questions regarding this award, please call Kenny Stagg, the project representative for the Department of Commerce, at (919) 814-4665.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Efirm", written in a cursive style.

David Efirm

Enclosures

c: Trevor Nuttall

**NORTH CAROLINA DEPARTMENT OF COMMERCE
FUNDING APPROVAL**

Small Cities Community Development Block Grant Program

1. NAME AND ADDRESS OF RECIPIENT:

2. CDBG GRANT NUMBER: 14-E-2673

City of Asheboro
PO Box 1106
Asheboro, North Carolina 27204

Approval Date: September 26, 2016

3. APPROVED PROJECT:

<u>DOC Project Number</u>	<u>Project Name</u>	<u>Grant Amount</u>
E-1	Technimark Rail	\$490,000

4. ADDITIONAL CONDITIONS:

No funds can be obligated or expended on any activity in the grant until the following conditions are released in writing by the Rural Economic Development Division:

1. The grant agreement is executed by the authorized local official and a copy is returned.
2. The funding approval is executed and a copy returned.
3. Two signatory forms are executed and one is returned.
4. A Vendor Electronic Payment form is completed and returned.
5. A copy of the Rail Agreement.

5. SIGNATURE OF AUTHORIZED
DEPARTMENT OF COMMERCE OFFICIAL

6. SIGNATURE OF AUTHORIZED
RECIPIENT OFFICIAL



David Efird, Acting General Counsel

Name and Title)

Date: September 26, 2016

Date: _____

**NORTH CAROLINA
DEPARTMENT OF COMMERCE**

GRANT AGREEMENT

**COMMUNITY DEVELOPMENT BLOCK PROGRAM
ECONOMIC DEVELOPMENT**

Recipient Name: City of Asheboro
Project Name: Technimark Rail Project

Grant No. 14-E-2673

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to the recipient the Community Development Block Grant assistance under Title I of the Housing and Community Development Act of 1974, as amended (P.L. 93-383) authorized by the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, applicable laws and all other requirements of DOC now or hereafter in effect. The grant agreement is effective on the date the grant agreement and funding approval are signed by the recipient. The approved application, including the certifications, maps, schedules and their submissions in the application, any subsequent amendments to the approved application and funding approval and the following general terms and conditions are fully incorporated into and form a part of this grant agreement (this "agreement"):

1. **Definitions.** Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 1 K shall have the same meaning when used herein.
 - (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.
 - (b) Recipient means the entity designated as a recipient for grant assistance in the grant agreement and funding approval.
 - (c) Certifications mean the certifications submitted with the grant application.
 - (d) Assistance provided under this agreement means the grant funds provided under this agreement.
 - (e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this agreement.
 - (f) Private entity means the corporation, partnership, proprietorship or other entity, which has entered into an equally binding commitment with the recipient to create and/or retain jobs as part of this program.
2. **Obligations of the Recipient.** The recipient shall perform the program as specified in the application approved by DOC. The recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina and any other applicable laws, rules, regulations, requirements, policies and Executive Orders currently or hereafter in force. The recipient shall be responsible for ensuring that all project jobs are created or retained in accordance with the approved CDBG application, that such jobs are filled by low and moderate income persons in the proportion presented in the application, and that all parties incur the full level of private investment committed to in the application. In the event of a finding by the recipient or by DOC that a participating private entity has failed to

fulfill its responsibilities under the project application and any legally binding commitment between a participating private entity and the recipient (the "LBC"), including the responsibilities to create and/or retain jobs and invest private funds, the recipient shall promptly exercise its rights and remedies to require repayment of CDBG funds, or to assess such other penalty as provided by the LBC and applicable state and federal laws.

3. **Obligations of Recipient with respect to Certain Third Party Relationships.** DOC shall hold the recipient responsible for complying with the provisions of this agreement even when the recipient designates a third party or parties to undertake all or any part of the program. The recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the recipient's application.

4. **Conflict of Interest.** None of the following or their immediate family members, during the tenure of the subject person or for one year thereafter, shall have any direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this agreement: employees or agents of the recipient who exercise any function or responsibility with respect to the program, and officials of the recipient, including members of the governing body. The same prohibition shall be incorporated in all such contracts or subcontracts.

5. **Reimbursement to DOC for Improper Expenditures.** The recipient will reimburse DOC for any amount of grant assistance improperly expended. In addition, in the event of a finding by the recipient or by DOC that a participating private entity has failed to fulfill its responsibilities under the project application or LBC to create and/or retain jobs, the recipient shall repay to DOC the amounts set forth in Paragraph I.A. of the LBC, whether or not such amounts are collected from the participating private entity.

6. **Access to Records.** The recipient shall provide any duly authorized representative of DOC, the North Carolina State Auditor, the North Carolina Office of Budget and Management, HUD and the Comptroller General at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of three years following the completion of all close-out procedures.

7. **Project Savings.** The recipient is obligated to contribute 100 percent of its pledged cash contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program.

8. **Payment of Income Generated by the Grant.** The recipient shall have the responsibility to collect and pay to DOC certain income generated by the CDBG and earned by the recipient. Such income includes but is not limited to the following: (1) payment of principal and interest on loans made using CDBG funds; (2) proceeds from the lease or disposition of real property acquired with CDBG funds; (3) any late fees associated with loan or lease payments in (1) and (2) above; (4) sale of utility lines; and (5) interest earned on the income in this part pending disposition of such income. Payments of income included in this part shall be made to DOC within fifteen (15) days of receipt of same by the recipient.

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

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

Signature of Department of Commerce
Authorized Official

Date: September 26, 2016

By: 
David Efir, Acting General Counsel

Date: _____

City of Asheboro
Name of Recipient Government

By: _____
Signature of Authorized Official

(Title)

Return to:

Department of Commerce

REDD

Address ATTN: Kenny Stagg
4346 Mail Service Center
Raleigh, NC 27699-4346



Vendor Electronic Payment Form

Telephone: 919-814-4665

Fax: 919-715-5297

- New Add Request
- Change Existing ePay Account

For your convenience and benefit, the State of North Carolina offers payees the opportunity to receive future payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit either by fax or by e-mail. The fax or e-mail will provide you with all the information that would normally be on your check stub. To receive payments electronically, you must print, complete this form, attach a voided check and return both to the address above.

● **PRINT the following information.**

Payee Name: _____

Federal ID # / Social Security #: _____

Bank Name: _____

Bank Routing Number: _____

Checking Account #: _____

Savings Account #: _____

Remit Address(es) for Applicable Account(s):
(Please include street address in case paper check needs to be written).

EMAIL ADDRESS for payment notification:

E-mail Address: _____

Authorized Signature: _____

ATTACH VOIDED CHECK OR PROVIDE A BANK LETTER WITH ACH ROUTING/ACCOUNT INFO

I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, as well as the requirements of the Office of Foreign Assets Control (OFAC). Check one of the following:

I affirm that, regarding electronic payments the State of North Carolina may remit to the financial institution for credit to the account that I have designated, the entire payment amount is not subject to being transferred to a foreign bank account.

I affirm that, regarding electronic payments the State of North Carolina may remit to the financial institution for credit to the account that I have designated, the entire payment amount is subject to being transferred to a foreign bank account. I understand that any electronic payments that may be remitted to me may be labeled with "IAT" as the standard entry class. I acknowledge that availability of funds credited to the account will be subject to my receiving financial institution's policies and procedures. I also understand that the remitting agency may elect to remit future payments to me via paper check instead of electronically.

I authorize the Office of the State Controller to initiate direct deposit entries each pay period, and if necessary, adjustments for any direct deposit entries in error, to the financial institution and account identified on the attached certification document. I understand and accept the conditions of participation in the direct deposit program. This authority will remain in effect until I cancel it in writing.

SIGNATURE:

DATE:

INSTRUCTIONS FOR COMPLETING SIGNATORY FORM AND CERTIFICATION

1. Indicate name and address of the recipient.
2. Two authorized signatures shall be required on all Requisitions for CDBG Funds forms. The Commerce Finance Center will check the signatures on each requisition form to see that they match the authorized signatures on the Signatory Form and Certification. Only the signatures of persons shown on the Signatory Forms and Certification will be accepted.
3. To allow for flexibility in making requisition requests, it is recommended that four authorized signatures appear on the Signatory Form and Certification. Local governments may choose one of two options in completing the Certification. If the local government chooses to use the first option, the chief elected official or the chief finance officer must sign the form as the certifying official. In signing as the certifying official, the chief elected official or chief finance officer certifies that: 1) the signatures are authentic and 2) that the persons designated as signatories are authorized to sign requisitions for payment. If the chief elected official or the chief finance officer is the certifying official, that person may not also be an authorized signature.

If the community wishes to have both chief elected official and the chief finance officer sign requisitions for payment, the community should select the second option for certification. In this case, the governing board must pass a resolution authorizing sufficient persons to act as signatories. In addition, an individual who is not designated as a signatory must certify the authenticity of the authorized signatures. Anyone who knows all of the persons authorized to sign requisitions may sign as the certifying official. Another local government staff person or member of the governing body is recommended.

4. If the recipient wishes to change the persons authorized to sign the requisition for CDBG funds form a new Signatory Form and Certification must be submitted to The Commerce Finance Center.
5. No erasures or corrections may appear on the Signatory Form and Certification.

COBG Grant No. _____

SIGNATORY FORM AND CERTIFICATION

Recipient Name _____
 Address _____

Signatures of individuals authorized to sign Requisitions for CDBG Funds forms. (Two signatures required on such regulation.)

(Signature)	(Typed Name) (Typed Title)

CERTIFICATION

1. I certify that the signatures above are of the individuals authorized to sign Requisition for CDBG Funds form for the above recipient.

 Certifying Official & Title

2. The governing board has passed a resolution authorizing the persons above to sign Requisition for CDBG Funds forms for the above recipient. A copy of the resolution is attached.

I certify that the signatures above are those of the individuals authorized by resolution of the governing board of the recipient to sign Requisition for CDBG Funds forms.

 Certifying Official & Title