

**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 *5:00 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.

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, SEPTEMBER 15, 2016
7:00 p.m.**

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

Clark R. Bell) – Council Member Absent

John N. Ogburn, III, City Manager
Robert L. Brown, Jr., Police Captain
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Michael L. Leonard, P.E., City Engineer
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Jeffrey C. Sugg, City Attorney
Roy C. Wright, Fire Chief

1. Call to order.

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

2. Silent prayer and pledge of allegiance.

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

3. Presentation of the Government Finance Officers Association for Excellence in Financial Reporting Award to Deborah P. Reaves, Finance Director.

Mayor Smith and Mr. Ogburn recognized Ms. Reaves for receiving the Government Finance Officers Association for Excellence in Financial Reporting Award.

4. Consent agenda:

Upon motion by Ms. Carter and seconded by Ms. Redding, Council voted unanimously to approve/adopt, as presented, the following consent agenda items. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

(a) The minutes of the city council’s regular meeting on August 4, 2016.

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

(b) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for July 11, 2016 and August 1, 2016.

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

(c) **Approval to schedule public hearings for October 6, 2016, and to advertise these hearings, concerning the following zoning cases.**

- (i) **Application 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)**

With the above-stated approval of the consent agenda, the scheduling and advertisement of a public hearing on the above-described East Dixie Drive rezoning application was approved.

- (ii) **Application file 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**

With the above-stated approval of the consent agenda, the scheduling and advertisement of a public hearing on the above-described zoning ordinance amendment was approved.

- (iii) **Application 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**

With the above-stated approval of the consent agenda, the scheduling and advertisement of a public hearing on the above-described East Dorsett Avenue Conditional Use Permit application was approved.

(d) **The temporary street closure on Saturday, October 8, 2016, from 10:00 a.m. to 11:30 a.m., of the streets indicated on the enclosed map titled "Downtown Parade Route" and attached to the parade permit application.**

(e) **Acknowledgement and announcement of the 15-day notice of a construction project to install clean-outs on sewer service lines along the following street locations:**

- (i) **West Strider Street;**
(ii) **West Beasley Street between Shady Drive and Thornsedale Drive;**
(iii) **Tremont Drive between Shady Drive and North Fayetteville Street; and**
(iv) **West Balfour Avenue between Yorktown Lane and Henson Road.**

(f) **A resolution authorizing the destruction of unclaimed found property with no legal value or that poses a potential threat to the public health and safety.**

RESOLUTION NUMBER _____ **25 RES 9-16**

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION AUTHORIZING THE DESTRUCTION OF UNCLAIMED FOUND PROPERTY WITH NO LEGAL VALUE OR THAT POSES A POTENTIAL THREAT TO THE PUBLIC HEALTH AND SAFETY

WHEREAS, during the course of performing their duties, officers of the Asheboro Police Department occasionally come into possession of items of personal property for which either the identity of the owner(s) cannot be determined or the owner(s) for various reasons fail to retrieve the found property; and

WHEREAS, if such property is unclaimed for a statutorily mandated period of time, the police department publishes legal notice of the availability for retrieval of these items in accordance with Chapter 15, Article 2 of the North Carolina General Statutes; and

WHEREAS, after the most recent publication in *The Courier-Tribune* of a notice of unclaimed property, which occurred on July 15, 2016, some of the found property that remained unclaimed and in the possession of the police department could not be sold for the following reasons: (a) Some of the unclaimed items contain protected intellectual property that the city, in practice, cannot sell without violating intellectual property laws, (b) Some of the unclaimed items pose a substantial risk of being put to use for a criminal undertaking such as identity theft, and (c) Some of the unclaimed items pose a potential health threat to buyers who might consume the items or resale the items for consumption by others; and

WHEREAS, a numeric listing of the unclaimed items that cannot be sold for the above-stated reasons is attached to this Resolution as EXHIBIT 1, and EXHIBIT 1 is hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, Section 160A-266(d) of the North Carolina General Statutes authorizes the city to discard personal property found to have no value or to pose a potential threat to the public health and safety;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that each item of unclaimed found property listed on the attached EXHIBIT 1 is hereby declared to be surplus property in the lawful possession of the city; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that, because of the combination of the practical absence of a lawful market for some of the unclaimed items with protected intellectual property and because of the potential threat posed to the public health and safety by other unclaimed items, the city's chief of police is hereby authorized to dispose of this surplus personal property by discarding as solid waste, in a manner that prevents future unlawful or harmful use, all of the unclaimed found property listed on the attached EXHIBIT 1.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting of the governing board that was held on the 15th day of September, 2016.

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

ATTEST:

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

EXHIBIT 1

1. Assorted Medications
2. Assorted Credit, Debit, Vehicle Registration, Insurance, Benefit, Library, Gift, and Store Cards
3. Passport and Assorted Identification Cards, Governmentally Issued and Otherwise
4. Assorted Keys with Key Fobs/Security Key
5. Receipts/Assorted Pictures/Papers
6. Assorted Cell Phones
7. Checkbooks/Savings Books
8. Birth Certificate
9. Electronic Tablets
10. Thumb Drive/Memory Cards
11. Miscellaneous Health and Beauty Aids
12. CDs/DVDs/Video Games
13. Full Scope of Contents Commonly Found within Purses, Change Purses, Wallets, and Backpacks
14. Assorted Mail/Envelopes
15. Assorted Beverages/Empty Bottle
16. Money Order
17. Snuff
18. Computer Hard Drives

(g) The findings, conclusions, and order entered under land use case no. CUP-16-08.

Case No. CUP-16-08
City Council
City of Asheboro, North Carolina

IN THE MATTER OF THE APPLICATION BY Mc-Mc PROPERTIES, LLC FOR A CONDITIONAL USE PERMIT AUTHORIZING A LAND USE LABELED IN THE ASHEBORO ZONING ORDINANCE AS A MOBILE HOME SALES LOT

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

THIS MATTER came before the Asheboro City Council (the "Council") for a properly advertised quasi-judicial public hearing on the question of whether to approve an application for a Conditional Use Permit. The public hearing was opened and sworn testimony received during a regular meeting of the Asheboro City Council that was held on August 4, 2016. Having considered all competent evidence and argument, the Council, on the basis of competent, material, and substantial evidence, does hereby enter the following:

FINDINGS OF FACT

1. By and through one of its managers, Larry McKenzie, Mc-Mc Properties, LLC (the "Applicant") has properly submitted an application for a Conditional Use Permit authorizing a land use identified in the Asheboro Zoning Ordinance as a Mobile Home Sales Lot.

2. In compliance with the Asheboro Zoning Ordinance (the "AZO"), the Applicant included with the application a site plan showing the proposed land use on a parcel of land owned by the Applicant and identified by Randolph County Parcel Identification Number 7771054020.

3. The said parcel of land, which is approximately 7.6 acres in size, is subject to different zoning districts. The southern portion of the parcel of land is in a B2 zoning district. The parcel's northern portion, which is approximately 3.38 acres in size, is in a CUB2 (Conditional Use General Business) zoning district because of legislative action taken by the Council on August 4, 2016, immediately prior to the Council's deliberations concerning the Applicant's request for a Conditional Use Permit authorizing a Mobile Home Sales Lot.

4. The only portion of the Applicant's property with parcel identification number 7771054020 that is subject to the requested Conditional Use Permit is the northern portion of the parcel in the CUB2 zoning district. The land within the CUB2 zoning district is designated as "A1" on the map attached to this final decision document as "EXHIBIT 1," and EXHIBIT 1 is hereby incorporated into this document by reference as if copied fully herein. For ease of reference within this final decision document, the A1 property that is subject to the Conditional Use Permit shall be hereinafter referred to as the "Zoning Lot."

5. Section 102 of the AZO describes a Conditional Use District as follows:

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

6. A separate paragraph of Section 102 of the AZO further provides:

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

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

7. Section 1013.2 of the AZO establishes the following standards for the issuance by the Council of a Conditional Use Permit:

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

- 1. That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved. (sic)*
- 2. That the use meets all required conditions and specifications. (sic)*
- 3. That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity, and,*

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

8. The land use authorization for which a Conditional Use Permit is sought by the Applicant is a Mobile Home Sales Lot. The AZO defines a Mobile Home Sales Lot as follows:

A lot that displays manufactured homes for sale. This definition also includes modular homes that meet the NC Building Code on display for sale.

9. The Mobile Home Sales Lot land use is a permitted use in the B2 zoning district that is the underlying district for the Conditional Use District in which the Zoning Lot is located.

10. The Zoning Lot is currently undeveloped property.

11. The surrounding land uses are as follows:

North:	Single-Family Residential	East:	Industrial/Commercial/Single-Family Residential
South:	Commercial	West:	Place of Worship/Commercial (Vacant Dwelling Zoned B2)

12. With regard to the city's comprehensive development plans, the Growth Strategy Map identifies the area in which the Zoning Lot is located as an economic development area, and the proposed land development plan map designates the area as commercial.

13. The Zoning Lot is located on the south side of Crescent Drive. United States Highway 64 is located further to the south and is contiguous with the southern portion of the Applicant's parcel of land that is not part of this Conditional Use Permit application. Crescent Drive is a state-maintained road that is approximately 16' to 18' in width. United States Highway 64 is a state-maintained boulevard.

14. The Zoning Lot is outside the city limits, but municipal water service is available at the billing rate applicable to properties located outside of the city limits. Municipal sanitary sewer service is currently unavailable to the Zoning Lot.

15. The north side of Crescent Drive consists of single-family residential uses. The south side of Crescent Drive (the location of the Zoning Lot) consists of single-family residential uses, a place of worship, and a legal nonconforming industrial use to the east side of the Zoning Lot.

16. An agricultural use (greenhouses) previously existed on the Zoning Lot. The southern portion of the Applicant's parcel of land, which is in a B2 zoning district, was previously used for multiple commercial uses in addition to a single-family dwelling.

17. Consistent with the AZO's definition of a Mobile Home Sales Lot land use, the Applicant is proposing to use the Zoning Lot for a display area for the mobile homes (manufactured homes) offered for sale. The Applicant proposes to limit access to and from Crescent Drive to employees and emergency vehicles.

18. Components of the proposed land use, including without limitation the sales office and customer parking, may occur on the southern portion of the Applicant's parcel of land that is in a B2 zoning district along with other uses permitted by right in a B2 zoning district.

19. Buffering/screening is required adjacent to the place of worship (either a 5-foot Type A screen or a 15-foot Type A buffer) in addition to required buffering/screening adjacent to the single-family residence on the east side of the Zoning Lot (either a 10-foot Type C screen or a 25-foot Type C buffer).

20. In an effort to ensure the compatibility of the proposed use of the Zoning Lot with surrounding less intense land uses, especially the residential uses, and to advance the public interest, the city planning staff recommended the following conditions for attachment to any Conditional Use Permit that may be issued to the Applicant:

(A) *The site plan shows a 20' wooded buffer maintaining existing vegetation adjacent to all residentially zoned property, adjacent to Crescent Drive, and along the northeastern property boundary adjacent to the western property boundary of Gayle F. Kurdian (See DB 1170, PG 1887). Existing vegetation shall count towards landscaping requirements, however, should any deficiency in meeting the landscaping requirements occur within any portion of the designated 20' buffer area, additional plantings will be required, which at a minimum, meet the requirements of a Type C screen.*

- (B) *Notwithstanding information noted on the site plan, there shall only be one driveway on Crescent Drive. No homes shall be delivered to or from the property using this Crescent Drive entrance. This entrance along Crescent Drive shall be gated and remain locked except for employee use or emergency vehicles. Solid waste pickup shall not be via the Crescent Drive entrance.*
- (C) *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.*

21. On behalf of the Applicant, Larry McKenzie offered uncontroverted testimony that no manufacturing activities will occur on the Zoning Lot, the sales office will operate during daylight hours, no unusually hazardous activities will be conducted on the Zoning Lot, and the proposed land use has been designed to comply with all applicable laws and regulations.

22. Larry McKenzie testified that he has twenty-five years of experience as a real estate developer. In his professional opinion, the land use proposed for the Zoning Lot will not have an adverse impact on the value of adjoining property.

23. Testimony was offered by six witnesses who had sincere, but generalized concerns about the potential negative impacts that could be created for their tight-knit neighborhood by the land use proposed for the Zoning Lot. The potential for noise, a loss of privacy, and an impairment of safety were the primary concerns, especially in relation to the potential for heightened traffic hazards due to a possible increase in traffic on Crescent Drive. However, no analytically sound evidence was introduced to establish that the proposed safeguards, in terms of conditions, to mitigate these perceived negative impacts would be ineffective.

24. In light of the testimony received in opposition to the application for a Conditional Use Permit, amendments were made, at the request of the Council members, to enhance the conditions submitted as part of the community development director's initial testimony concerning the city planning staff's analysis of the application. The revised conditions are as follows:

- (A) The site plan shows a 20' wooded buffer maintaining existing vegetation adjacent to all residentially zoned property, adjacent to Crescent Drive, and along the northeastern property boundary adjacent to the western property boundary of Gayle F. Kurdian (See DB 1170, PG 1887). Existing vegetation shall count towards landscaping requirements, however, should any deficiency in meeting the landscaping requirements occur within any portion of the designated 20' buffer area, additional plantings will be required, which at a minimum, meet the requirements of a Type C screen.
- (B) In addition to the buffering and screening requirements mandated above by Condition (A), the entirety of the existing wooded buffer and existing vegetation shall be preserved within the area of the Zoning Lot shown on the attached EXHIBIT 1 in the approximate configuration of a triangle located to the immediate south of lot H (the Kurdian property) and to the immediate west of lot I (the Ward property).
- (C) Notwithstanding information noted on the site plan, there shall only be one driveway on Crescent Drive. No homes shall be delivered to or from the property using this Crescent Drive entrance. The entrance along Crescent Drive shall be gated with a manufactured metal gate, and this gate shall remain locked except for use by emergency vehicles and by employees in the event of an emergency. Solid waste pickup shall not be via the Crescent Drive entrance.
- (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.

25. On behalf of the Applicant, Mr. McKenzie expressed agreement with the amended conditions.

26. The totality of the evidence established that, with the suggested conditions, the proposed land use meets the technical specifications of the AZO.

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

CONCLUSIONS OF LAW

1. When an applicant has produced competent, material, and substantial evidence tending to establish the existence of the facts and conditions that the AZO requires for the issuance of a Conditional

5. Community Development items:

- (a) **Zoning Case RZ/CUP-16-10: Public hearing on a combined request to rezone a parcel of land at 1431 East Salisbury Street (Randolph County Parcel Identification Number 7761525272) from B2 (General Commercial) to CU-I2 (Conditional Use General Industrial) and to issue a Conditional Use Permit authorizing the following land uses: Motor Vehicle Repair-Major and Retail Shoppers' Goods (sales of automotive parts).**

Mayor Smith opened the public hearing on the combined request to legislatively rezone property and to issue a Conditional Use Permit on the basis of evidence presented during the quasi-judicial process.

Mr. Nuttall was placed under oath and presented the planning staff's analysis of the Applicant's request that included a properly submitted site plan for the Conditional Use Permit. The request pertains to approximately 2.67 acres of land owned by Kenneth P. and Bridget F. Gallimore that is located at 1431 East Salisbury Street and is more specifically identified by Randolph County Parcel Identification Number 7761525272.

The Applicant, Ken Gallimore, is requesting to rezone the above-described property be rezoned from the current B2 (General Commercial) zoning to a CU-I2 (Conditional Use General Industrial) zoning.

During his presentation, Mr. Nuttall presented the staff analysis. This analysis of the application for rezoning to a CU-I2 zoning district noted in part:

1. East Salisbury Street and Martin Luther King, Jr. Drive are both state-maintained minor thoroughfares.
2. The property was annexed into the city limits on June 6, 2013, but the property is currently not served by public water and sewer.
3. The property currently includes a vacant structure that was last used for rental/sales of heavy equipment (farm machinery). Tax records indicate the principal structure on the property was constructed in 1964. This use was legal non-conforming since it was only permitted in Light Industrial (I1) and General Industrial (I2) zoning districts.
4. East Salisbury Street and its vicinity include a mix of uses such as residential uses and automotive related uses requiring industrial zoning.

Mr. Nuttall also presented the staff's analysis of the application for a Conditional Use Permit. This analysis of the Conditional Use Permit application noted as follows:

1. The request is for a Conditional Use Permit for motor vehicle repair-major, including retail shoppers' goods (specifically sales of automotive parts).
2. The applicant proposes using a portion of the existing principal structure for a motor vehicle repair/body shop, two additions totaling 3,203 square feet, a new 7,200-square foot paint building, and enclosing an existing open accessory structure.
3. The applicant also proposes enclosing an existing accessory building that has a legal non-conforming situation due to its encroachment into the required 10' front yard setback. This proposed enclosure is permissible under Article 800, as long as the dimensions (length, width, height) do not further encroach into the setback. The site plan also indicates the possibility of removing the building and constructing a new enclosed structure that meets City requirements.
4. The site plan proposes using the two existing driveways on East Salisbury Street and a new driveway on Martin Luther King, Jr., Drive.
5. The Buffering/screening required is either a 10' Type C screen or 25' Type C buffer adjacent to the residentially zoned (R10) property on the west side of the property. The applicant is proposing using a combination of existing vegetation, planted vegetation, and other screening to meet these requirements. The applicant also proposes using existing vegetation to meet the front yard landscaping requirements along Martin Luther King, Jr. Drive.
6. The zoning ordinance and city code generally prohibit outdoor storage of junked motor vehicles and junk materials. No open storage areas of other materials are shown on the site plan, therefore, this would not be permitted.

The planning staff and the Planning Board recommended approval of the requested rezoning based on the following analysis:

“Although the Land Development Plan Proposed Land Use Map designates this property for commercial use, staff notes that the Central Small Area Plan recognizes the need to allow viable use of established properties and cites ‘accommodation of and expansion of existing industrial uses’ as a key issue in the Central Small Planning Area. It is also noteworthy that extensive areas of general B2 commercial zoning adjoin the property.

While the property’s history indicates a previous, long standing use that is industrial in nature, staff also recognizes the need to ensure that future proposed use(s) and the manner in which these use(s) develop are compatible with surrounding properties. Staff believes that the conditional use permitting process can mitigate negative impacts on neighboring properties. Furthermore, the property’s location outside of watershed, flood hazard areas, and areas with steep slopes help make the request suitable.

Given these factors, staff believes that the request is consistent with the adopted comprehensive Land Development Plan, and therefore reasonable and in the public interest.”

The Applicant, Mr. Ken Gallimore, and Mr. H.R. Gallimore, a real estate broker for the Applicant, were placed under oath and offered testimony in support of the request. This testimony was focused on addressing the four standards for issuance of a Conditional Use Permit. As part of his testimony, the Applicant, Mr. Ken Gallimore, expressed his agreement with the following conditions that were recommended by the planning staff for attachment to the requested Conditional Use Permit.

1. The site plan notes a minimum 10’ “Type C” Screen on the western boundary of the property adjacent to residentially zoned property. This “Type C” Screen indicates one (1) evergreen shrub at five (5) feet on center and one (1) evergreen tree at twenty (20) feet on center 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.
2. As noted on the site plan, existing vegetation within the front 10’ of the property along Martin Luther King, Jr. Drive may count towards meeting front yard landscaping requirements. However, should any deficiency in meeting the front yard landscaping requirements occur, additional plantings will be required that at a minimum, meet the requirements of Section 308A of the Asheboro Zoning Ordinance.
3. Notwithstanding information provided on the site plan, if NCDOT requires closure or relocation of the driveway entrance on East Salisbury Street that is closest to Martin Luther King, Jr. Drive, this closure shall not be considered a modification of the Conditional Use Permit as long as all required parking spaces and maneuvering areas area provided.
4. 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.

No one offered testimony in opposition to the Application. There being no further comments, Mayor Smith transitioned to the deliberative phase of the application process.

With regard to the request to place the property in a different zoning district, the Council considered and took action by adopting a multi-part motion that included the following actions:

1. The Council concluded that although the Land Development Plan Proposed Land Use Map designates this property for commercial use, that the Central Small Area Plan recognizes the need to allow viable use of established properties and cites “accommodation of and expansion of existing industrial uses” as a key issue in the Central Small Planning Area. It is also noteworthy that extensive areas of general B2 commercial zoning adjoin the property.

While the property's history indicates a previous, long standing use that is industrial in nature, the Council recognizes the need to ensure that future proposed use(s) and the manner in which these use(s) develop are compatible with surrounding properties. The conditional use permitting process can mitigate negative impacts on neighboring properties. Furthermore, the property's location outside of watershed, flood hazard areas, and areas with steep slopes help make the request suitable.

2. In light of the above-stated analysis, the requested zoning amendment to rezone from B2 to CU-I2 zoning was approved without any modifications.

The above-stated motion to rezone the property was made by Mr. Moffitt and seconded by Ms. Carter. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

After its approval of the requested zoning amendment, the Council Members concluded that the standards for granting the requested Conditional Use Permit had been met. Upon motion by Mr. Moffitt and seconded by Mr. Swiers, Council voted unanimously to approved the requested Conditional Use Permit, with the staff suggested conditions, authorizing motor vehicle repair-major, including retail shoppers' goods (specifically sales of automotive parts).

Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

The formal findings of fact, conclusions of law, and order authorizing the Conditional Use Permit and specifying the conditions attached to the permit, will be entered by the Council during regular session on October 6, 2016.

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

(b) Consideration of scheduling a public hearing on the question of amending the boundaries of the primary fire limits.

Mr. Nuttall updated the Council Members on the staff's evaluation of the process of amending the boundaries of the city's primary fire limits. The current map of the city's primary fire limits is dated March 21, 1983.

During his presentation, Mr. Nuttall reported that in order to evaluate the amendment process, the Fire Department along with the Community Development Division, and the Building and Fire Inspections Departments completed an analysis that including the following:

1. Review of year-built for all buildings within the current limits;
2. Evaluation of building area densities by block;
3. Examination of occupancy types, fire hydrant access and proximity to a fire station; and
4. Discussion of building code developments that have occurred since the date of the city's current primary fire district (1983) and investments that have been made in public safety and emergency service arenas since that time.

After careful evaluation, city staff members concluded the following:

1. 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; and
2. Structures located outside of these blocks tend to be:
 - a. of newer construction
 - b. more frequently detached and setback from property lines
 - c. within an adequate distance of Fire Station Number 1 and fire hydrants to receive acceptable fire protection services.

In light of the above-stated analysis and conclusion, city staff members recommended that a public hearing on the question of amending the boundaries of the primary fire limits should be scheduled for October 6, 2016. Upon motion by Mr. Burks and seconded by Mr. Swiers, Council voted unanimously to schedule and advertise the public hearing that is to be held during the Council's regular meeting on October 6, 2016. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

Chief Wright was in attendance and available to answer questions.

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

(c) Consideration of a resolution accepting the offer for a surplus parcel of city-owned land at 133 South Church Street.

Mr. Nuttall presented and recommended adoption, by reference, of a resolution accepting the offer for a surplus parcel of city-owned land at 133 South Church Street.

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

RESOLUTION NUMBER _____ 26 RES 9-16

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION ACCEPTING THE OFFER FOR A SURPLUS PARCEL OF CITY-OWNED LAND AT 133 SOUTH CHURCH STREET

WHEREAS, the City of Asheboro (the "City") owns a parcel of land at 133 South Church Street that is identified by Randolph County Parcel Identification Number 7751726479 and is more specifically described by a North Carolina General Warranty Deed recorded in the office of the Randolph County Register of Deeds in Book of Record 2408, Page 445; and

WHEREAS, by means of adopting Resolution Number 24 RES 8-16 on August 4, 2016, the Asheboro City Council declared the parcel of land described in the immediately preceding paragraph to be surplus property and authorized the sale of this parcel of land (known as the "Historic Property") by means of the negotiated offer, advertisement, and upset bid process established in Section 160A-269 of the North Carolina General Statutes; and

WHEREAS, on August 19, 2016, the City received an offer from VSR, LLC, a North Carolina limited liability company, to purchase the Historic Property at a purchase price of \$119,000.00 (the "Offer"); and

WHEREAS, due to the fact that the said Offer was compliant with the applicable state law provisions and with the terms and conditions specified by Resolution Number 24 RES 8-16, the City, by and through the city clerk, published legal notice in *The Courier-Tribune* on Sunday, August 28, 2016, of the receipt of the Offer and invited the public to submit qualifying upset bids to the city clerk between the time of the publication of the legal notice and 5:00 p.m. on Wednesday, September 7, 2016; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that the Offer of \$119,000.00 from VSR, LLC is hereby accepted in accordance with and subject to the terms of sale stated in Resolution Number 24 RES 8-16; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that the Mayor and any other appropriate and necessary officials of the City are hereby authorized to execute the instruments necessary to convey the Historic Property to VSR, LLC in accordance with the terms of sale established by the City.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting of the governing board that was held on the 15th day of September, 2016.

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

ATTEST:

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

6. Public comment period.

Mayor Smith opened the floor for public comments and none were offered.

In the absence of any comments, Mayor Smith closed the public comment period.

7. Finance items:

(a) Consideration of an ordinance to amend the Economic and Tourism Development Fund 2016-2017.

Ms. Reaves presented and recommended adoption, by reference, of an ordinance to amend the economic and tourism development fund 2016-2017.

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

19 ORD 9-16

**ORDINANCE TO AMEND THE ECONOMIC DEVELOPMENT & TOURISM DEVELOPMENT FUND
FY 2016-2017**

WHEREAS, the City of Asheboro entered into an economic incentive agreement with Malt-O-Meal Company and the County of Randolph on March 14, 2011, and;

WHEREAS, the City of Asheboro entered into an economic incentive agreement with Asheboro Elastics Corporation and the County of Randolph on September 8, 2014, and;

WHEREAS, the City of Asheboro entered into an economic incentive agreement with Kennametal Incorporated and the County of Randolph on September 8, 2014, and;

WHEREAS, in accordance with each of the economic incentive agreement, the City of Asheboro planned to distribute incentive funds upon each business' achieving certain performance requirements, and;

WHEREAS, the management teams of each of these companies have advised the City of Asheboro that they have not reached and do not expect they will be able to reach the performance requirements as outlined in the agreements, and;

WHEREAS, revenue and expenditures in the Economic Development and Tourism Development Fund need to be adjusted to account for the cancellation of each of these incentive payment commitments, and;

WHEREAS, the annual expenditure appropriation for ongoing annual community support payments to various agencies that support and promote Economic Development and Quality of Life in Asheboro need to be amended, and;

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

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

Section 1: That the following revenue line items be decreased:

<u>Line Item</u>	<u>Description</u>	<u>Appropriated Amount</u>
72-367-1034	Contribution for M-O-M #10 (16-17)	(197,500)
72-367-1035	Contribution for M-O-M #11 (17-18)	(197,500)
72-367-1036	Contribution for M-O-M #12 (18-19)	(197,500)
73-367-1037	Contribution for M-O-M #13 (19-20)	(197,500)
73-367-1038	Contribution for M-O-M #14 (20-21)	(197,500)
72-371-0001	Contribution for AEC #1	(5,000)
72-371-0002	Contribution for AEC #2	(5,000)
72-371-0003	Contribution for AEC #3	(5,000)
72-372-0001	Contribution for Kennametal #1	(18,000)
72-372-0002	Contribution for Kennametal #2	(18,000)
72-372-0003	Contribution for Kennametal #3	(18,000)
72-372-0004	Contribution for Kennametal #4	(18,000)
72-372-0005	Contribution for Kennametal #5	(18,000)
		<u>(1,092,500)</u>

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

<u>Account #</u>	<u>Expense Description</u>	<u>increase</u>
10-620-1508	Land Improvements- peninsula park	65,000
10-530-0400	Professional Services- consultant fee	6,000
10-480-4502	Contracted Services- downtown wireless	5,000
10-565-4503	Contracted Services- sidewalks	40,250
10-580-7100	Capital Outlay- land	100,000
10-650-0400	Professional Services	\$55,000
10-590-0200	Salaries	(27,634)
10-550-0200	Salaries	27,634
10-590-0702	FICA & Medicare	(2,114)
10-550-0702	FICA & Medicare	2,114
10-590-0704	Insurance	(4,500)
10-550-0704	Insurance	4,500
10-590-0705	Retirement	(1,953)
10-550-0705	Retirement	1,953
10-590-0500	Employee Health Program	(200)
10-550-0500	Clinic Operation	200
10-590-1401	Wellness Travel Schools Conference	(1,000)
10-550-1401	Wellness Travel Schools Conference	1,000
10-590-5301	Wellness Dues & Subscriptions	(250)
10-550-5301	Wellness Dues & Subscriptions	250
10-550-0200	Salaries	(33,967)
10-530-0200	Salaries	33,967
10-550-0702	FICA & Medicare	(2,598)
10-530-0702	FICA & Medicare	2,598
10-550-0704	Insurance	(9,000)
10-530-0704	Insurance	9,000
10-550-0705	Retirement	(2,401)
10-530-0705	Retirement	2,401
	Increase / (Decrease)	271,250

Adopted this 15th day of September, 2016.

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

ATTEST:

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

8. Airport Items:

- (a) Consideration of a resolution stating the intent to lease hangar space at the Asheboro Regional Airport to the Civil Air Patrol.**

Mr. Leonard presented and recommended adoption, by reference, of a resolution stating the intent to lease hangar space at the Asheboro Regional Airport to the Civil Air Patrol.

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

RESOLUTION NUMBER 27 RES 9-16

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION STATING THE INTENT TO LEASE HANGAR SPACE TO THE CIVIL AIR PATROL

WHEREAS, the Asheboro Airport Authority has recommended leasing hangar space at the Asheboro Regional Airport to the Civil Air Patrol at a rental rate of One Dollar (\$1.00) per year for a 3-year term; and

WHEREAS, the Civil Air Patrol was incorporated under a Special Act of Congress approved July 1, 1946 (Public Law 476, 79th Congress); and

WHEREAS, the property subject to the proposed lease agreement has been continuously used by the Randolph Composite Squadron of the Civil Air Patrol for its operations for a significant number of years; and

WHEREAS, the proposed lease area will not be needed by the city during the requested term of the lease;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that it intends to follow the Asheboro Airport Authority's recommendation to approve the proposed hangar lease with the Civil Air Patrol for the use and benefit of the Randolph Composite Squadron for a term of three years; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that the city clerk is hereby directed to publish in *The Courier Tribune* the statutorily mandated 30-day legal notice of the intent to authorize the described hangar lease agreement with the Civil Air Patrol during the council's regular meeting on November 10, 2016.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting of the governing board that was held on the 15th day of September, 2016.

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

ATTEST:

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

(b) Consideration of a resolution authorizing the sealed bid sale of standing timber on city-owned land near the Asheboro Regional Airport.

Mr. Leonard presented and recommended adoption, by reference, of a resolution authorizing the sealed bid sale of standing timber on city-owned land near the Asheboro Regional Airport.

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

RESOLUTION NUMBER _____ **28 RES 9-16**

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION AUTHORIZING THE SEALED BID SALE OF STANDING TIMBER ON CITY-OWNED LAND NEAR THE ASHEBORO REGIONAL AIRPORT

WHEREAS, pursuant to a resolution (Resolution Number 22 RES 7-16) adopted by the City Council of the City of Asheboro, North Carolina (the "City Council") on July 14, 2016, the City Council authorized the procurement by the City of Asheboro (the "City") from Tugwell Consulting Forestry, P.A. (the "Consulting Forester") of the professional services needed to prepare and conduct a timber sale; and

WHEREAS, the land for which a timber sale is proposed is located near the Asheboro Regional Airport, and the said land (the "Airport Property") is more specifically described as follows:

Approximately 125 +/- total acres of land located southwest of Asheboro proper, south of North Carolina Highway 49 and west of Tot Hill Farm Road, with the following Randolph County Parcel Identification Numbers and deed references to the books of record in the office of the Randolph County Register of Deeds: 7639454641 (Book 729, Page 11), 7639479760 (Book 1577, Page 970), 7639473372 (Book 1299, Page 295), 7639412973 (Book 1203, Page 1830), 7639579806 (Book 1312, Page 1930) (portion south of North Carolina Highway 49 only), 7639551008 (Book 1302, Page

1866), 7639332815 (Book 1434, Page 22), 7639229805 (Book 1434, Page 22), and 7639478044 (Book 934, Page 411); and

WHEREAS, within the above-described Airport Property, and based upon the professional opinion and services of the Consulting Forester, three separate blocks, all with good access and logging conditions, have been designated as the timber sale area for a clear-cut timber harvest; and

WHEREAS, the timber sale area is approximately 27% pine and 73% hardwood; and

WHEREAS, Section 160A-268 of the North Carolina General Statutes permits the city to dispose of real property such as this standing timber by advertisement and sealed bid;

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

Section 1. Subject to certain restrictions and conditions stated herein, the City Council hereby authorizes a clear-cut harvest of all merchantable timber, except for Stream Management Zones ("SMZs"), within the timber sale area. No hardwood trees measuring less than 18" across the stump, measured six inches from the ground, are to be harvested from the SMZs. All pine timber may be harvested from the SMZs. The boundaries of the SMZs have been marked with blue paint. The property/cutting lines for the timber sale area within which the clear-cut harvest is to be conducted have been identified in the field by the placement of glo-pink flagging. Furthermore, this timber sale is contingent upon bidders unequivocally accepting and complying with the following additional conditions of the sale:

1. Prior to the commencement of logging operations, the successful bidder must provide a performance bond in the amount of \$2,500.00 and must participate in a pre-harvest meeting with the Consulting Forester.
2. All logging activities must be kept within the designated timber sale area.
3. Logging road building expense shall be the sole responsibility of the successful bidder.
4. Forestry Best Management Practices ("BMPs") must be implemented throughout the timber sale area for the entire duration of logging operations. Any soil disturbance that results in stream sedimentation must be temporarily stabilized within 10 working days after the disturbance is made. Permanent stabilization must be completed within 30 working days after logging is completed. The successful bidder is responsible for ensuring the timber sale area is in compliance with all BMPs and Forest Practices Guidelines ("FPGs") at the conclusion of the logging operation.
5. The location of logging roads must be approved in advance by the Consulting Forester, and these roads must be constructed and maintained according to BMPs. Stream crossings must be approved in advance by the Consulting Forester, and such crossings must be constructed and maintained in compliance with BMPs. Bridge timbers are the preferred method for crossing SMZs. Access roads shall be repaired by the successful bidder to original condition, ordinary wear and tear excepted, after the completion of logging operations.
6. Trees left in the SMZs must be protected from excessive injury.
7. Glo-pink flagged property/cutting-line trees and blue painted SMZ boundary trees are not included in the sale area and are not to be harvested.
8. All cutting rights revert to the City as landowner after the timber is harvested. No firewood or stump harvesting is allowed.
9. The time limit for the completion of this harvest is 30 months, and the timber deed will expire 30 months from the date of the closing of the transaction. Time is of the essence.
10. No timber volumes published by the City or its officials, employees, contractors, agents, or representatives, specifically including without limitation the Consulting Forester, are guaranteed.

Section 2. Lump-sum, sealed bids will be accepted for this standing timber until noon on Thursday, October 27, 2016. Bids must be delivered to the office of Tugwell Consulting Forestry, 374 Abby Lane, Asheboro, North Carolina 27205.

Section 3. At noon on Thursday, October 27, 2016, all bids that have been received as of that date and time shall be opened in public, and the amount of each bid will be announced and recorded. The record of bids shall be reported to the City Council during its regular meeting on Thursday, November 10, 2016.

Section 4. The City Council will determine the highest responsible bidder for the standing timber and will decide whether to award the bid during the governing board's regular meeting on Thursday, November 10, 2016. Bids will remain open and subject to acceptance until the City Council awards the bid.

Section 5. In order for a bid to be deemed responsible by the City Council, the apparent high bidder must furnish to the City a bid deposit of five percent (5%) of the amount of the bid prior to the City Council's consideration of the report of bids on November 10, 2016. A bid deposit may take the form of

cash, a cashier's check, a certified check, or a surety bond. The deposit of the bidder to whom the award is made will be held until the sale of this standing timber is closed; if that bidder refuses at any time to close the sale in compliance with the terms and conditions stated herein, the deposit will be forfeited to the City.

Section 6. Furthermore, to be deemed responsible, a bidder must be current on payment of all property taxes owed to the City.

Section 7. The City Council reserves the right to reject any and all bids.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting of the governing board that was held on the 15th day of September, 2016.

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

ATTEST:

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

(c) Consideration of a Block Grant/Non Primary Entitlement Agreement for construction administration and construction observation of the Asheboro Regional Airport Ramp Rehabilitation Construction Project.

Mr. Leonard presented and recommended adoption of a block grant/non-primary entitlement agreement for construction administration and construction observation of the Asheboro Regional Airport Ramp Rehabilitation Construction Project.

Upon motion by Ms. Carter and seconded by Ms. Burks, Council voted unanimously to adopt the above-referenced agreement. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

[A copy of the approved agreement is available in the city engineering department.]

(d) Consideration of a contract with The Franklin Partnership, Washington, DC, to perform comprehensive federal affairs representation for an appropriation of federal funds for the proposed Terminal Building at Asheboro Regional Airport.

Mr. Leonard presented and recommended approval of a contract with The Franklin Partnership, Washington, DC, to perform comprehensive federal affairs representation for an appropriation of federal funds for the proposed terminal building at the Asheboro Regional Airport.

Upon motion by Mr. Moffitt and seconded by Ms. Carter, Council voted unanimously to approve the above-referenced contract. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

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

9. Update on the animal control activities and programs, specifically including the implementation of the city's anti-tethering ordinance.

Mr. Russell Lataille updated the Council on the animal control activities and programs. During his presentation, Mr. Lataille reported that there have been no serious issues with the preparing for implementation of the city's anti-tethering ordinance, instead he has heard many positive comments from the public in that the ordinance will be very beneficial to the animals. Additionally, Mr. Lataille reported that the animal control division has approximately 30-40 welfare check calls per month regarding tethering issues. With these calls, the animal control officers have an opportunity to educate the citizens regarding the full implementation of the anti-tethering ordinance on January 1, 2017.

During discussion, the Council Members expressed concerns in regards to the city's current animal control ordinance, specifically the definition of "adequate shelter." The Council Members expressed that the current definition is too vague and should be revised. With a general consent of the Council Members, city staff will research the issue and update the Council as more information becomes available.

10. Mayor Smith announced the following upcoming events:

- Mayor's Fitness Challenge Kickoff on Tuesday, September 20, 2016 at the Randolph County Senior Adults Association Center at 6:00 p.m.
- Randolph County Senior Adults Association Annual Meeting on Thursday, September 22, 2016 at the Randolph County Senior Adults Association Center.
- Annual Cereal Sale and United Way Campaign Kickoff on Saturday, September 24, 2016 at 9:00 a.m. at Bicentennial Park – hosted by POST Consumer Brands.
- Elected Officials Picnic on Wednesday, September 28, 2016 – hosted by the City of Trinity.
- Fall Festival XLIV on October 1-2, 2016 in Downtown Asheboro.
- October City Council Meeting on Thursday, October 6, 2016 at 7:00 p.m.
- North Carolina League of Municipalities Annual Conference on October 23-25, 2016 at the Raleigh Convention Center.
- Asheboro/Randolph Chamber of Commerce Annual Planning Retreat on October 27-29, 2016 at Hilton Riverside in Wilmington, NC.

There being no further business, the meeting was adjourned at 8:22 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A DECLARATION OF THE OFFICIAL INTENT OF THE CITY OF ASHEBORO TO PURCHASE MUNICIPAL VEHICLES AND REIMBURSE THE GENERAL FUND WITH PROCEEDS FROM AN INSTALLMENT FINANCING AGREEMENT

WHEREAS, in order to maintain a satisfactory level of municipal services for the citizens of the City of Asheboro, the Asheboro City Council has adopted a budget ordinance for fiscal year 2016-2017 that allocates funding for the acquisition of vehicles deemed essential for maintaining uninterrupted, high quality municipal services; and

WHEREAS, during the 2016-2017 fiscal year, the police department and the planning department will utilize funding from the municipal corporation's general fund, up to \$303,924.00 by the police department and up to \$27,407.00 by the planning department for a total of up to \$331,331.00, to purchase vehicles needed to deliver the essential municipal services provided by these city departments; and

WHEREAS, Section 160A-20 of the North Carolina General Statutes authorizes the city to finance the purchase of personal property by means of installment financing that creates a security interest in the purchased property; and

WHEREAS, in order to continue to provide high quality municipal services at their present level, the above-listed vehicles will be purchased and placed into service as soon as possible with available funds in the city's general fund; and

WHEREAS, the Asheboro City Council has decided that the above-stated expenditures are to be reimbursed to the general fund during the current fiscal year with proceeds from an installment financing agreement that will create security interests in the municipal vehicles to be acquired by the police and planning departments during the city's 2016-2017 fiscal year; and

WHEREAS, more favorable financing terms can be obtained if the city takes the steps necessary to allow the lending institution from which financing is ultimately obtained to exclude the interest paid or payable under an installment financing agreement with the city from the gross income of the lending institution; and

WHEREAS, in accordance with the applicable treasury regulations, one of the steps necessary to avoid jeopardizing the ability of a lender to exclude from its gross income the interest paid or payable under an agreed upon installment financing agreement is for the city to declare its intent to reimburse the general fund for the expenditures used to purchase the needed vehicles;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that, prior to the execution of any installment financing agreement and consistent with the city's budget ordinance for fiscal year 2016-2017, a maximum of \$331,331.00 may be expended from the general fund, with the intent of seeking reimbursement for the expenditures from installment financing proceeds, for the above-listed vehicles; and

BE IT FURTHER RESOLVED that the City Council of the City of Asheboro, North Carolina does hereby formally and explicitly declare the official intent of the City of Asheboro to fully reimburse, with loan proceeds from an installment financing agreement that is to be executed prior to the end of the 2016-2017 fiscal year, any and all expenditures from the general fund for the future purchase during this fiscal year of the vehicles referenced hereinabove and that are necessary to the provision of essential municipal services.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 6th day of October, 2016.

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

ATTEST:

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



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.

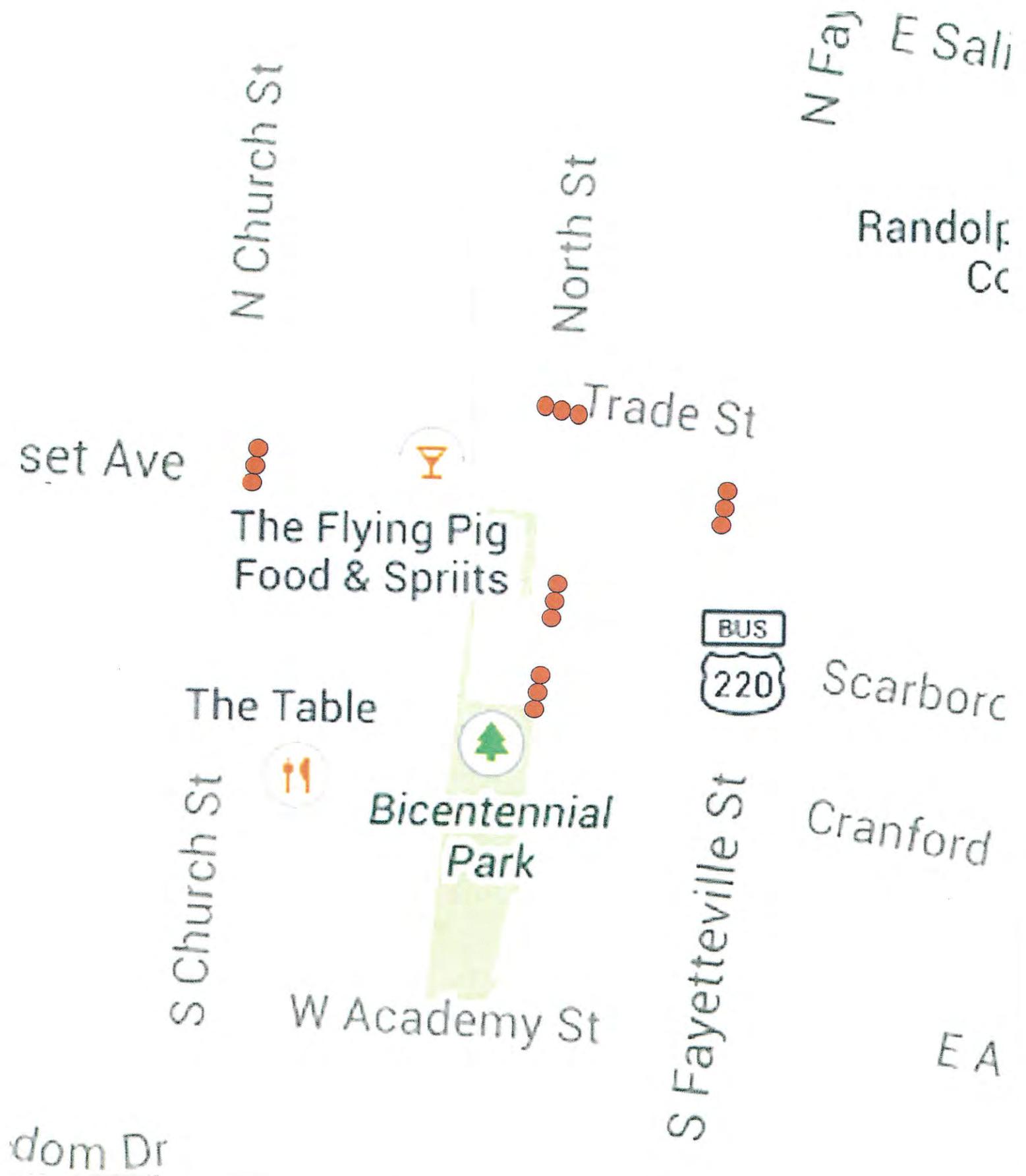
The undersigned agrees to hold the City of Asheboro and its officers, employees and agents free and harmless from and against any and all claims, losses, damages and settlements arising out of or relating to this parade. The undersigned agrees to investigate and provide defense for and defend any such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



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.

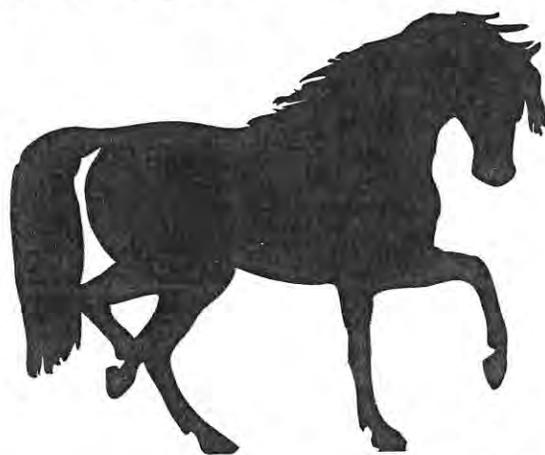
Signature of Authorized Representative: _____

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: PARADE IS OVER Need Police at Cox to help with traffic

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

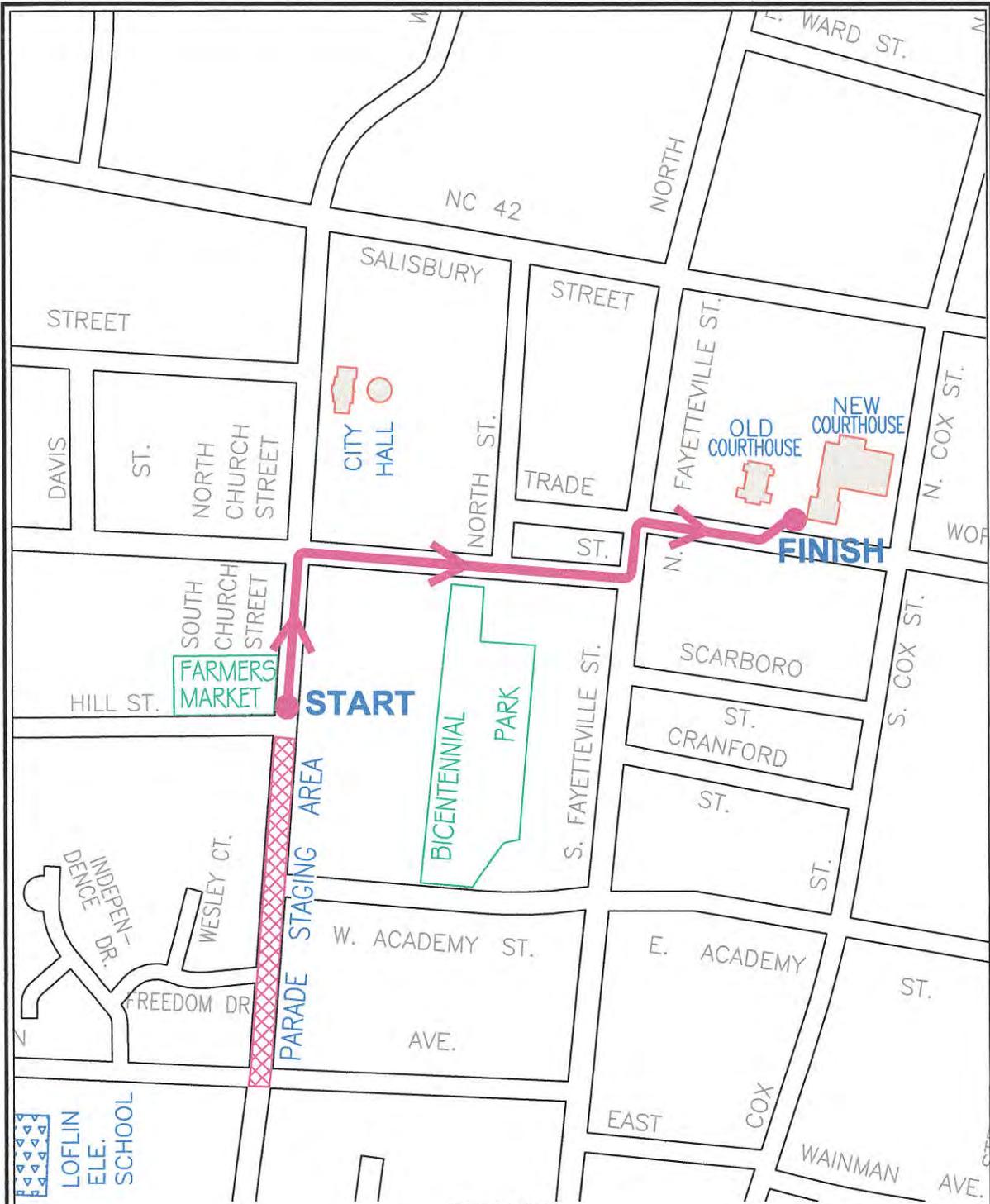
The undersigned agrees to hold the City of Asheboro and its officers, employees and agents free and harmless from and against any and all claims, losses, damages and settlements arising out of or relating to this parade. The undersigned agrees to investigate and provide defense for and defend any such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

**No
Entry Fee**

**Prizes
1st 2nd 3rd**

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**

City of Asheboro
Finance Office

To: John N. Ogburn, III, City Manager
From: Debbie Reaves, Finance Director
Date: October 3, 2016
Re: Ordinance to amend General Fund

Attached is an Ordinance to amend the 2016-2017 General Fund Budget for your consideration and presentation before City Council on October 6, 2016

The North Carolina Department of Commerce, through its Rural Economic Development Division, has awarded the City of Asheboro a Downtown Revitalization Grant in the amount of \$94,340. The grant period is from 8/1/2016 to 3/31/2017 and the purpose of the grant is to install concrete curb and gutter and pave a city-owned parking lot, currently surfaced with gravel, near the intersection of S. Church Street and W. Academy and adjacent to the Farmer's Market. The project will also include installation of proper storm water collection controls.

This amendment is intended to add to the budget \$94,340 in revenue from this grant and establish a corresponding expenditure line item in the street department. At this time, I do not have a clear breakdown of the costs as it relates to stone, asphalt etc. so I amending 10-565-3400 (other supplies and materials) for Council consideration with the intent to do an internal amendment to allocated properly once the expenditure detail is available.

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2016-2017

WHEREAS, The North Carolina Department of Commerce, through its Rural Economic Development Division, has awarded the City of Asheboro a "Downtown Revitalization Grant" in the amount of \$94,340, and:

WHEREAS, the City intends to use these funds to install concrete curb and gutter and pave the City-owned parking lot, currently surfaced with gravel, near the intersection of S. Church Street and W. Academy Street and next to the Farmers Market, and

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

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

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

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

<u>Account #</u>	<u>Revenue Description</u>	<u>increase</u>
10-349-0000	State Grants- Rural Ec. Dev Grant	94,340

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

<u>Account #</u>	<u>Expense Description</u>	<u>increase</u>
10-565-3400	Other Supplies & Materials	94,340

Adopted this 6th day of October, 2016

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk



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.nchfa.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.

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION APPROVING AMENDMENTS TO THE MUNICIPAL RECORDS
RETENTION AND DISPOSITION SCHEDULE FOR THE CITY OF ASHEBORO**

WHEREAS, in accordance with Section 121-5 of the North Carolina General Statutes and Section 132-3 of the North Carolina General Statutes, public records maintained by the City of Asheboro may only be destroyed with the consent of the North Carolina Department of Natural and Cultural Resources; and

WHEREAS, the Municipal Records Retention and Disposition Schedule (the “Retention Schedule”) issued by the Government Records Section of the State Archives of North Carolina, which is part of the Division of Archives and Records within the North Carolina Department of Natural and Cultural Resources, is the primary means by which the Department of Natural and Cultural Resources gives its consent for the destruction of records that do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified within the schedule; and

WHEREAS, in the absence of approving the Retention Schedule, the city is obligated to obtain permission from the Department of Natural and Cultural Resources to destroy any record, regardless of how insignificant a particular record might be; and

WHEREAS, prior to the City Council’s consideration of this Resolution, the most recent edition of the Retention Schedule was published on September 10, 2012, with amendments on August 29, 2013, and January 5, 2015; and

WHEREAS, the Asheboro City Council adopted resolutions in 2012, 2013, and 2015 expressing the governing board’s approval of the Retention Schedule and the subsequent amendments published by the Department of Natural and Cultural Resources, which was formerly known as the Department of Cultural Resources; and

WHEREAS, on October 1, 2016, the Department of Natural and Cultural Resources published amendments to Standard 6 (EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS) and Standard 9 (LAW ENFORCEMENT RECORDS) of the Retention Schedule in order to clarify the retention for 911 calls received as text messages and to reflect legislation governing body-worn cameras for law enforcement personnel that went into effect on October 1, 2016; and

WHEREAS, the said amendments of October 1, 2016, which shall be hereinafter collectively referred to as the “Amended Retention Standards,” are attached to this Resolution as EXHIBIT 1 and are hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the city clerk and city manager have recommended approval of the Amended Retention Standards;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that the Amended Retention Standards are hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that the city officials indicated on the Department of Natural and Cultural Resources signature page form attached hereto as EXHIBIT 2 and incorporated into this Resolution by reference as if copied fully herein are hereby authorized to execute the said form.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 6th day of October, 2016.

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

ATTEST:

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

EXHIBIT 1

STANDARD-6. EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS

Official records explaining the authority, operating philosophy, proposed methods, and primary functions of municipal emergency services programs and municipal fire departments.

STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	911 COMMUNICATION RECORDS Printouts of 911 calls received and computer-aided dispatch (CAD) reports. Reports may list time and date of call, contents of call, location of call, name of unit dispatched and other related information.	Destroy in office after 3 years, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4 (i), and GS §132-1.5.
2.	911 FILE Information regarding the implementation, training, and operations of the 911 system.	Destroy in office after 5 years.	
3.	911 RECORDINGS Tapes, digital recordings, and text messages generated by 911 calls	Destroy in office after 30 days, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4(i).
4.	ACCIDENT FILE Records concerning personnel and municipally owned property damage.	Destroy in office 3 years after resolution.*	
5.	ACTIVITY REPORTS Reports on an individual, shift, project and other basis submitted on a daily, weekly, or other basis.	Destroy in office after 3 years.	

*See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS

ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	CONSOLIDATED MONTHLY REPORTS	Destroy in office after 5 years.	
14.	DAILY LOG Log, journal, blotter or similar record showing activities of a fire department or emergency services.	Destroy in office after 1 year.	
15.	DISASTER AND EMERGENCY MANAGEMENT PLANS Records concerning preparedness, evacuations, and operations in the event of a disaster (natural, accidental, or malicious). Includes but not limited to official copy of comprehensive plan and all background surveys, studies, reports, and draft versions of plans. See also COMPREHENSIVE PLAN item 19, page 4.	a) If an element of the Comprehensive Plan, destroy in office when administrative value ends. † Agency Policy: Destroy in office after _____ b) If not an element of the Comprehensive Plan, destroy in office when superseded or obsolete. c) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan or when superseded or obsolete, whichever comes first.	Comply with applicable provisions of G.S. §132-1.7 regarding the confidentiality of security records.
16.	DISPATCH FILE Records relating to fire dispatch zones. May include maps of fire dispatch zones, census tract information, annexation research, street closings, and other related material.	Destroy in office when superseded or obsolete.	
17.	DISPATCH RECORDINGS Recordings made of activities during an emergency services dispatch.	Destroy in office after 30 days, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4(i), and GS§132-1.5.
18.	EMERGENCY NOTIFICATIONS Records of emergency notifications. Includes automatic identification information, such as the name, address, and telephone numbers of telephone subscribers, or the e-mail addresses of subscribers to an electronic emergency notification or reverse 911 system.	Destroy in office when superseded or obsolete.	Comply with applicable provisions of GS §132-1.4 (i), and GS §132-1.5.

*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

STANDARD-9: LAW ENFORCEMENT RECORDS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
134.	WORK RELEASE EARNINGS REPORTS Inmates' work release earnings reports submitted either to the N.C. Department of Corrections or the Clerk of Superior Court.	Destroy in office after 3 years.*	G.S. §148-32.1
135.	WRECKER SERVICE RECORDS Records concerning wrecker requests or calls. May include lists of wrecker company's towing and storage rates, rotation lists; notification records when vehicles are towed from private property, and other related records.	a) Destroy in office after 1 year if not made part of a case file. b) If record is made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	
136.	LAW ENFORCEMENT AUDIO AND VIDEO RECORDINGS Tapes and digital recordings generated by mobile and fixed audio and video recording devices. Does not include ELECTRONIC/VIDEO RECORDINGS OF INTERROGATIONS (HOMICIDE) item 44, page 71. See also MOBILE UNIT VIDEO TAPES item 81, page 80.	a) Destroy in office after 30 days if not made part of a case file.* b) If records are made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	Comply with applicable provisions of G.S. § 132-1.4A

*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

EXHIBIT 2

**Municipal
Records Retention Schedule Amendment**

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

STANDARD 6. EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS

Amending Item 3, 911 Recordings as shown on substitute page 41 and Item 18 Emergency Notifications as shown on substitute page 43.

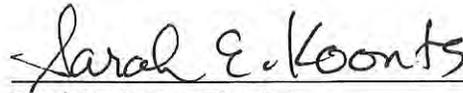
STANDARD 9. LAW ENFORCEMENT RECORDS

Amending Item 136, Law Enforcement Audio and Video Recordings, as shown on substitute page 90.

APPROVAL RECOMMENDED

City/Town Clerk

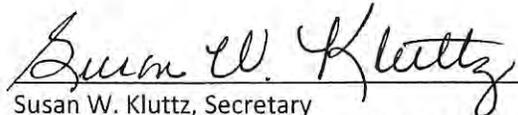
Chief Administrative Officer/
City Manager



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Mayor



Susan W. Kluttz, Secretary
Department of Natural and Cultural Resources

Municipality: _____

October 1, 2016



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.

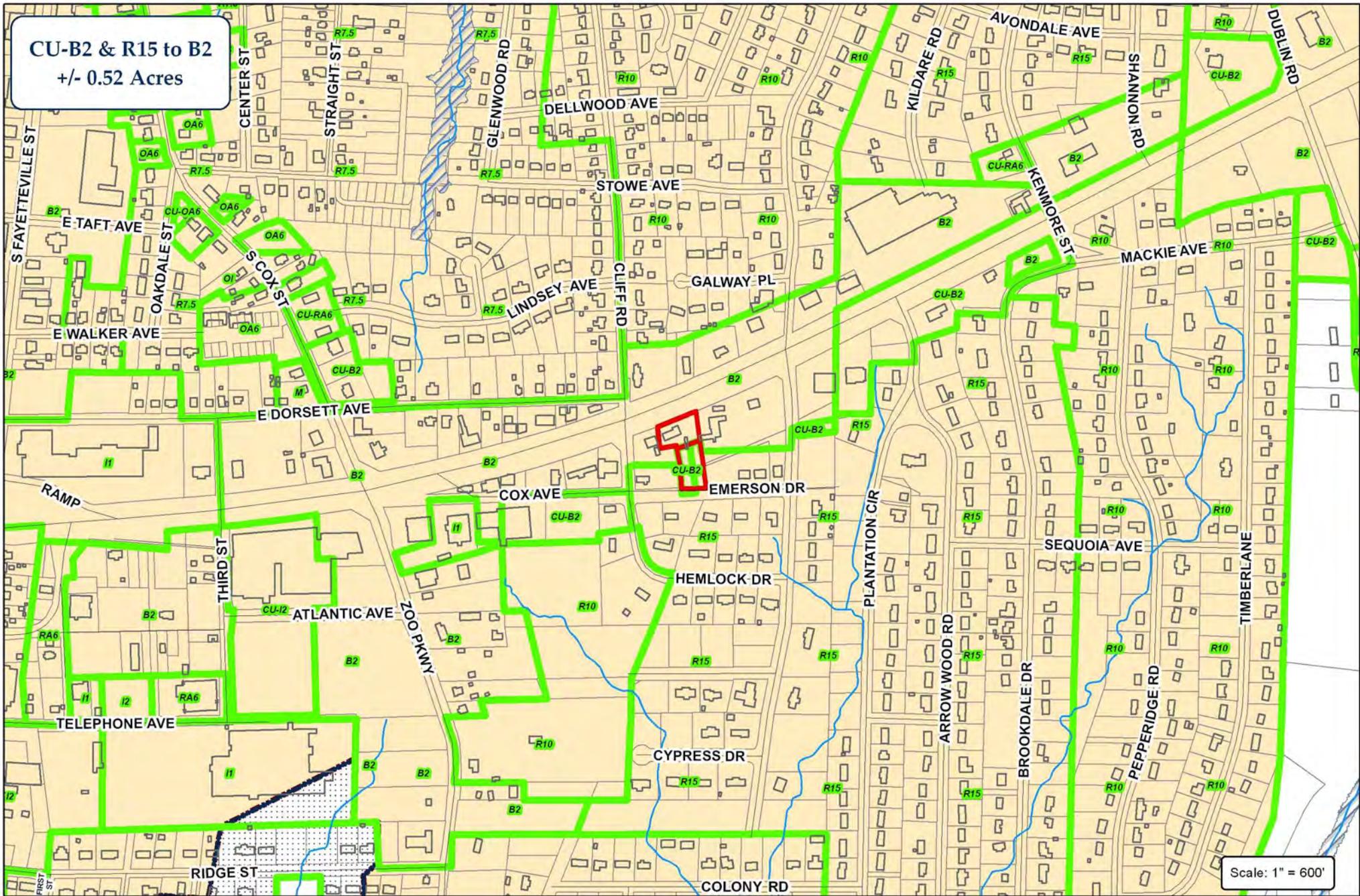
Staff's Final Analysis Concerning Consistency with Adopted Comprehensive Plans, Reasonableness and Public Interest

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



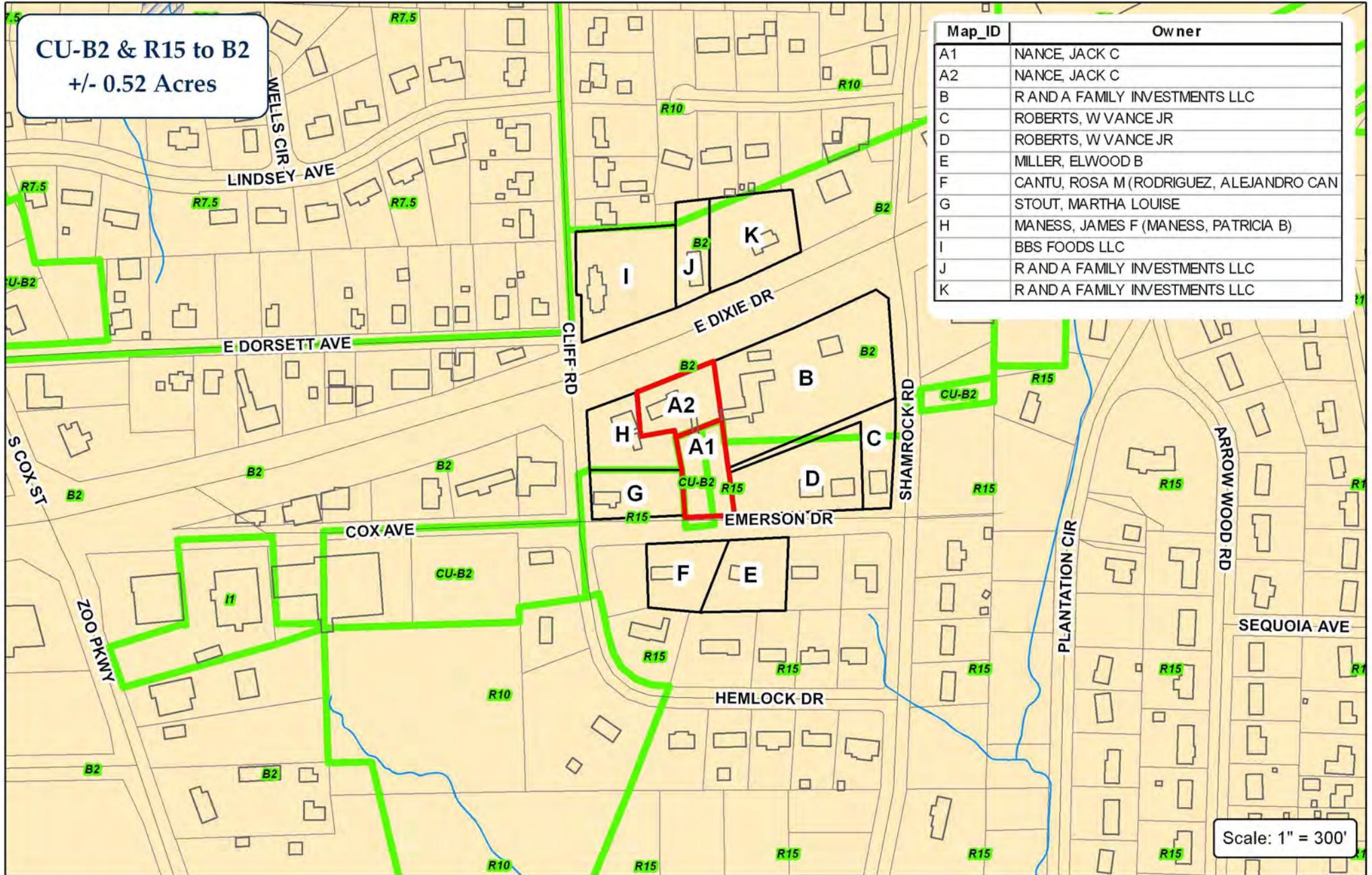
City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-16-11
Parcel: 7760068764

- 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

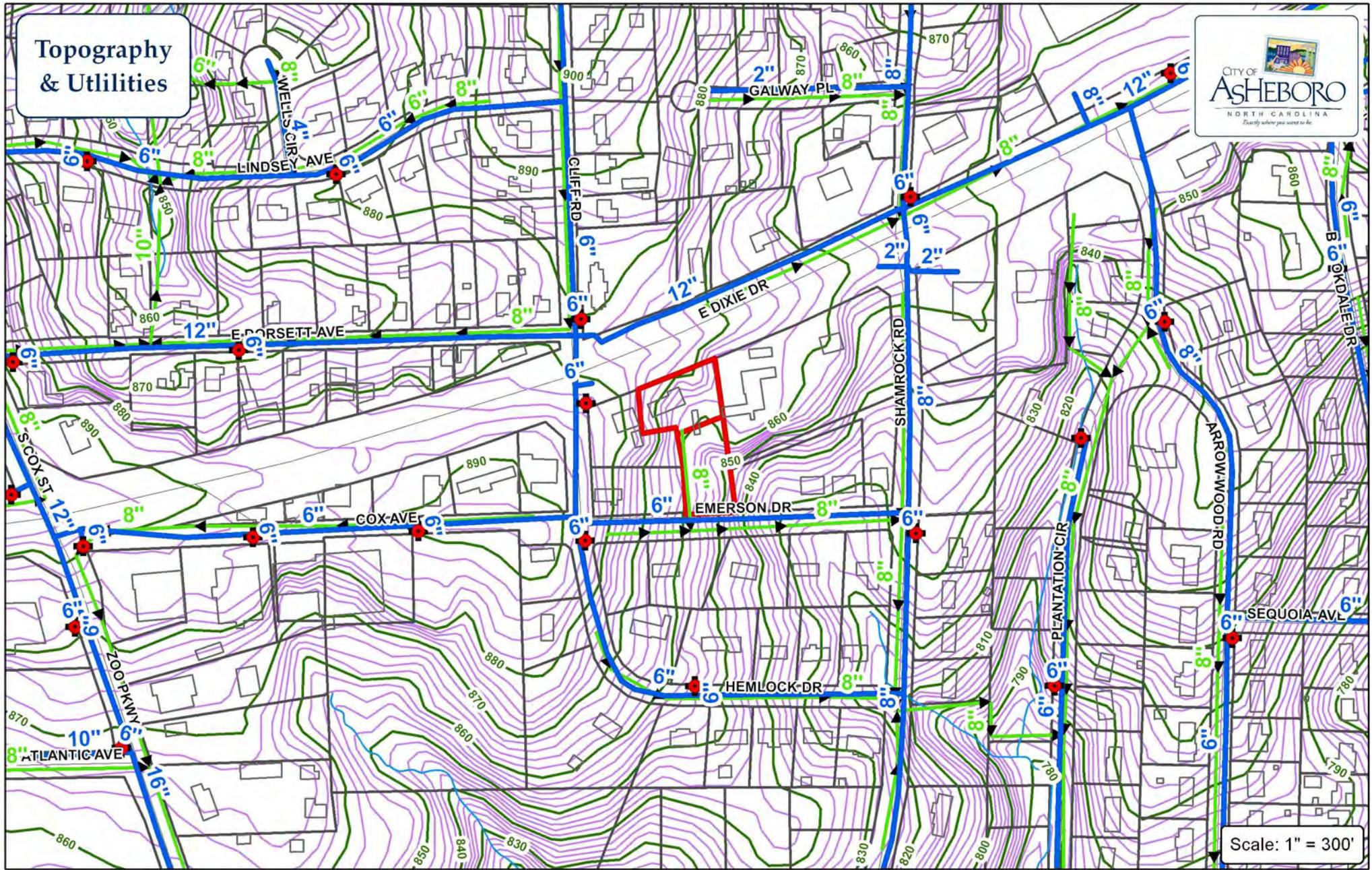
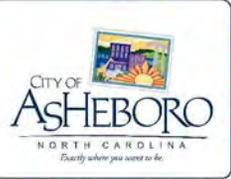


City of Asheboro
Planning & Zoning Department
 Rezoning Case: RZ-16-11
 Parcel: 7760068764

-  Subject Property
-  Adjoining Properties
-  Zoning
-  City Limits



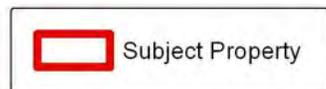
**Topography
& Utilities**



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.

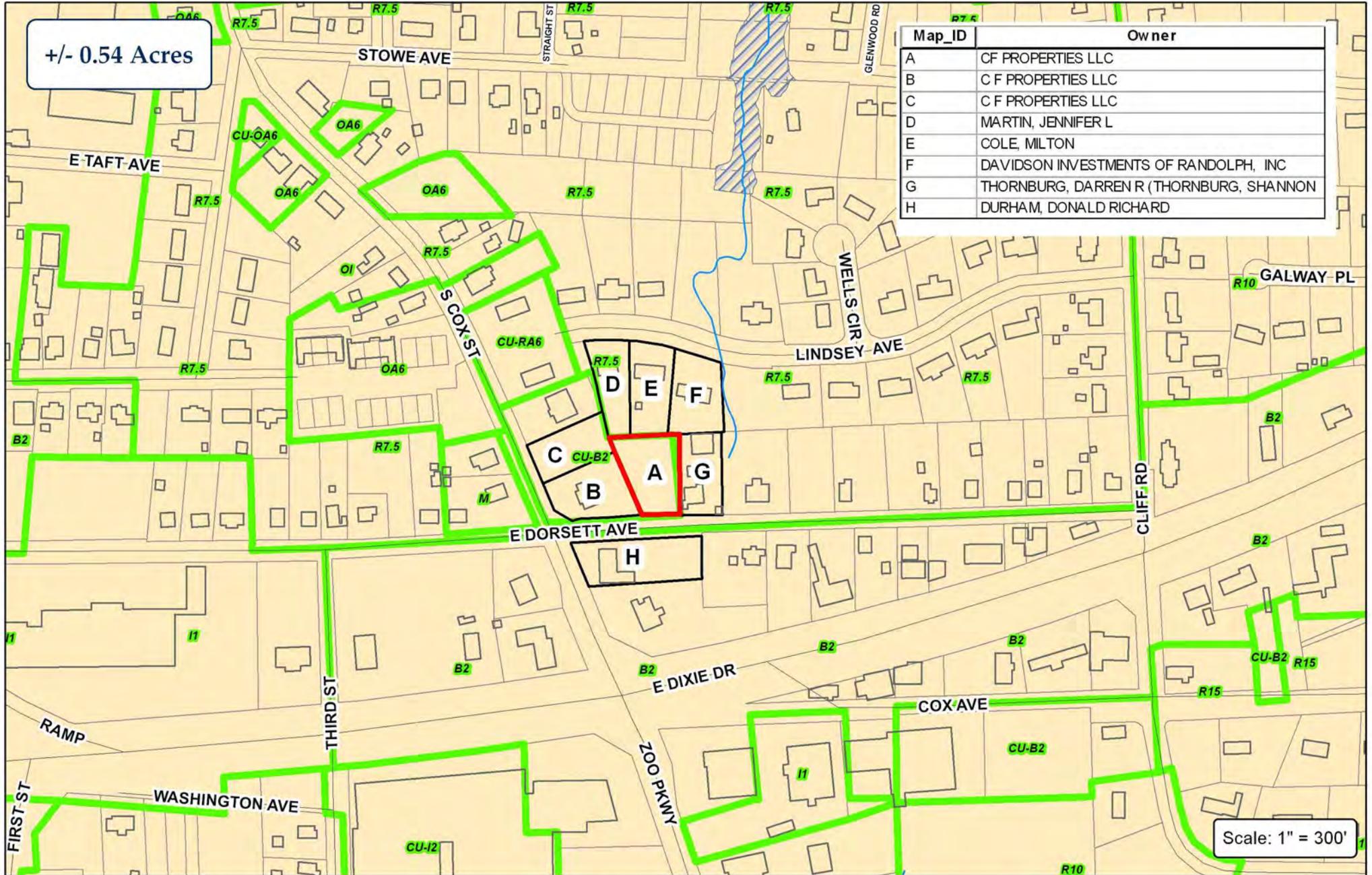
*Article 1100 Definitions concerning Manufacturing, Processing, and Assembly

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

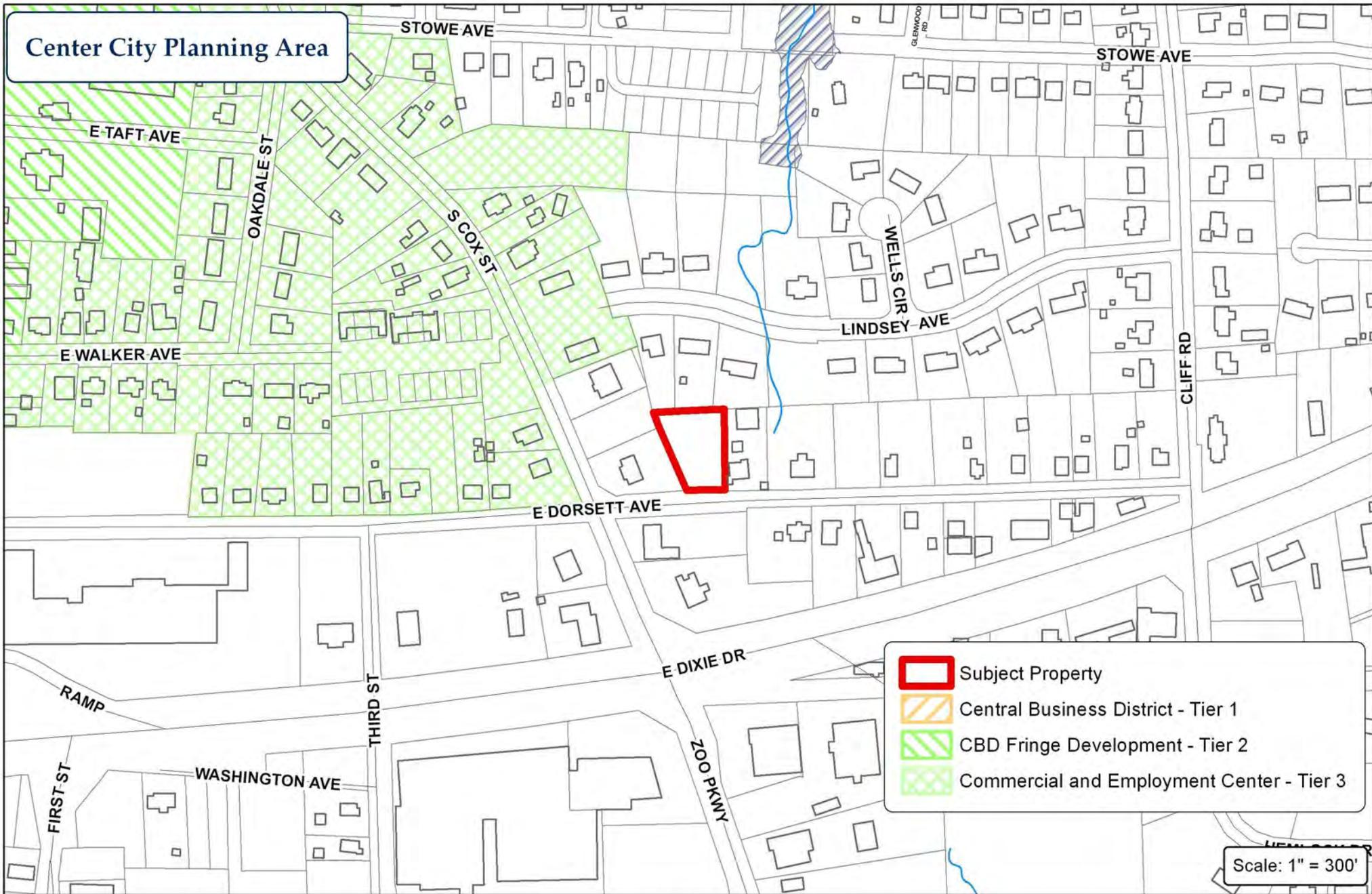


City of Asheboro
Planning & Zoning Department
Conditional Use Permit: CUP-16-12
Parcel: 7750973085

- Subject Property
- Adjoining Properties
- Zoning
- City Limits



Center City Planning Area

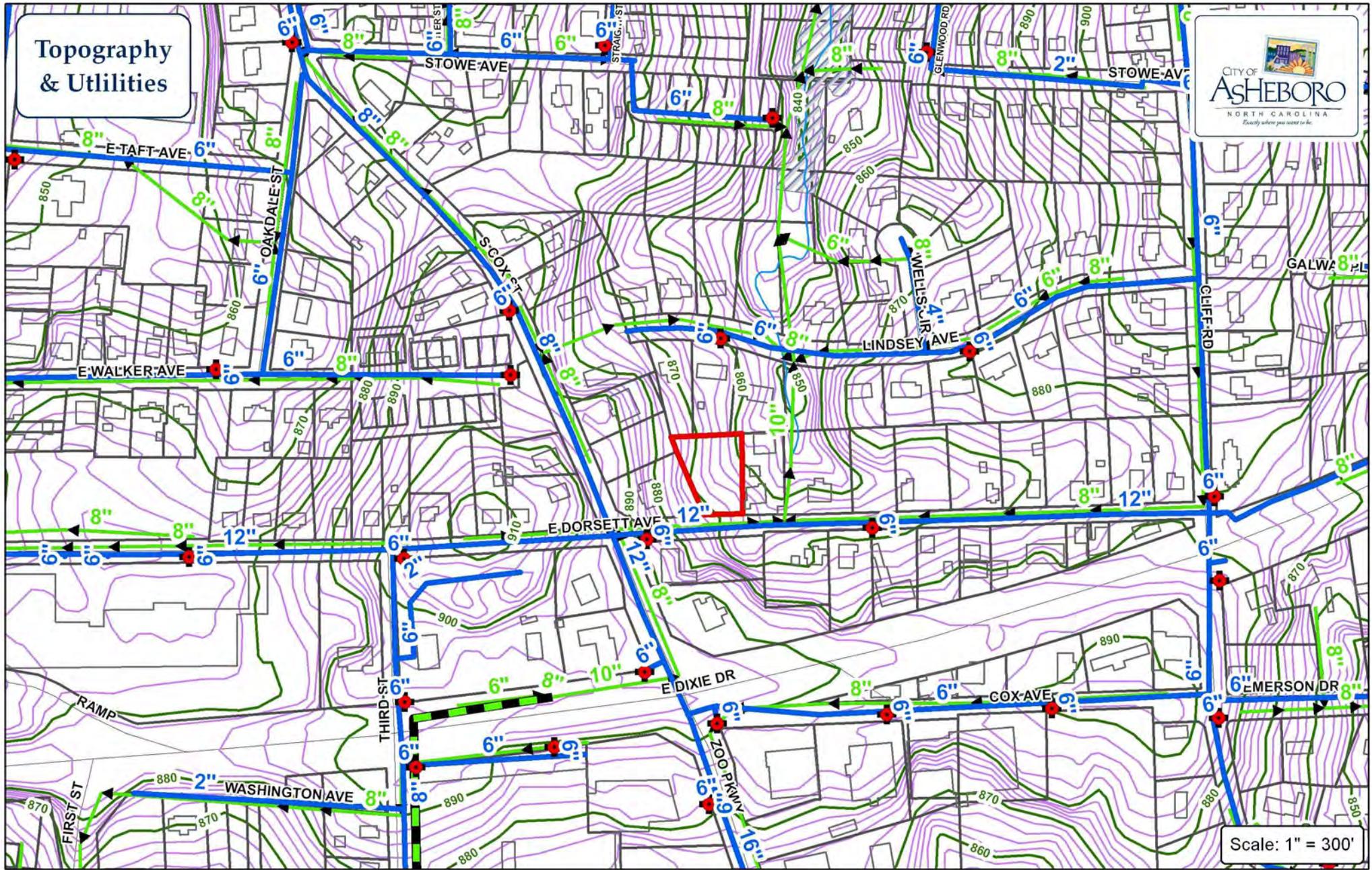


City of Asheboro
Planning & Zoning Department
Conditional Use Permit: RZ-16-12

Parcel: 7750973085



**Topography
& Utilities**

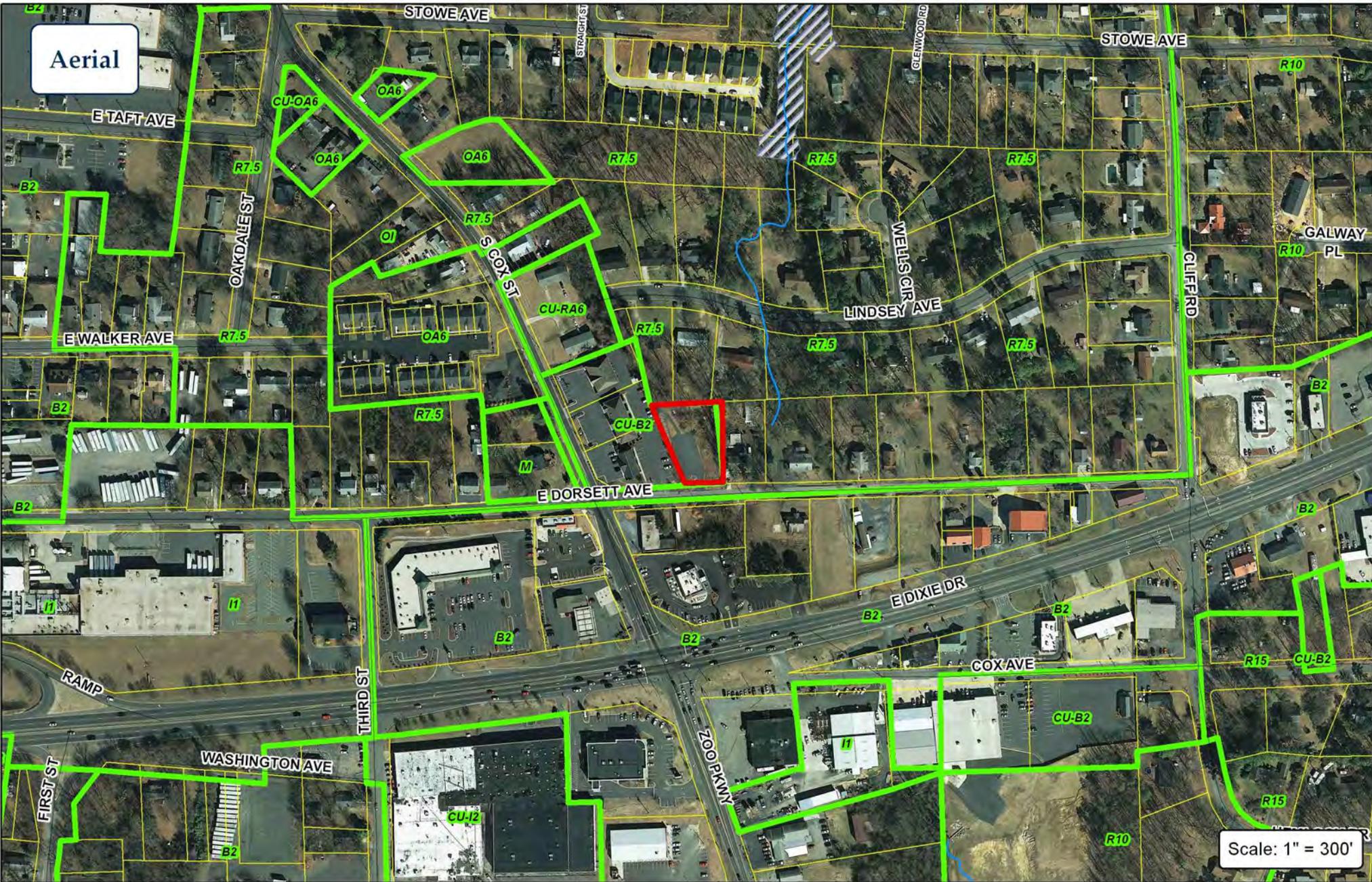


Scale: 1" = 300'

-  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

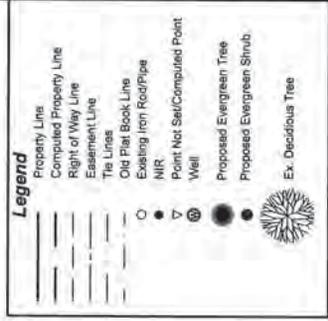
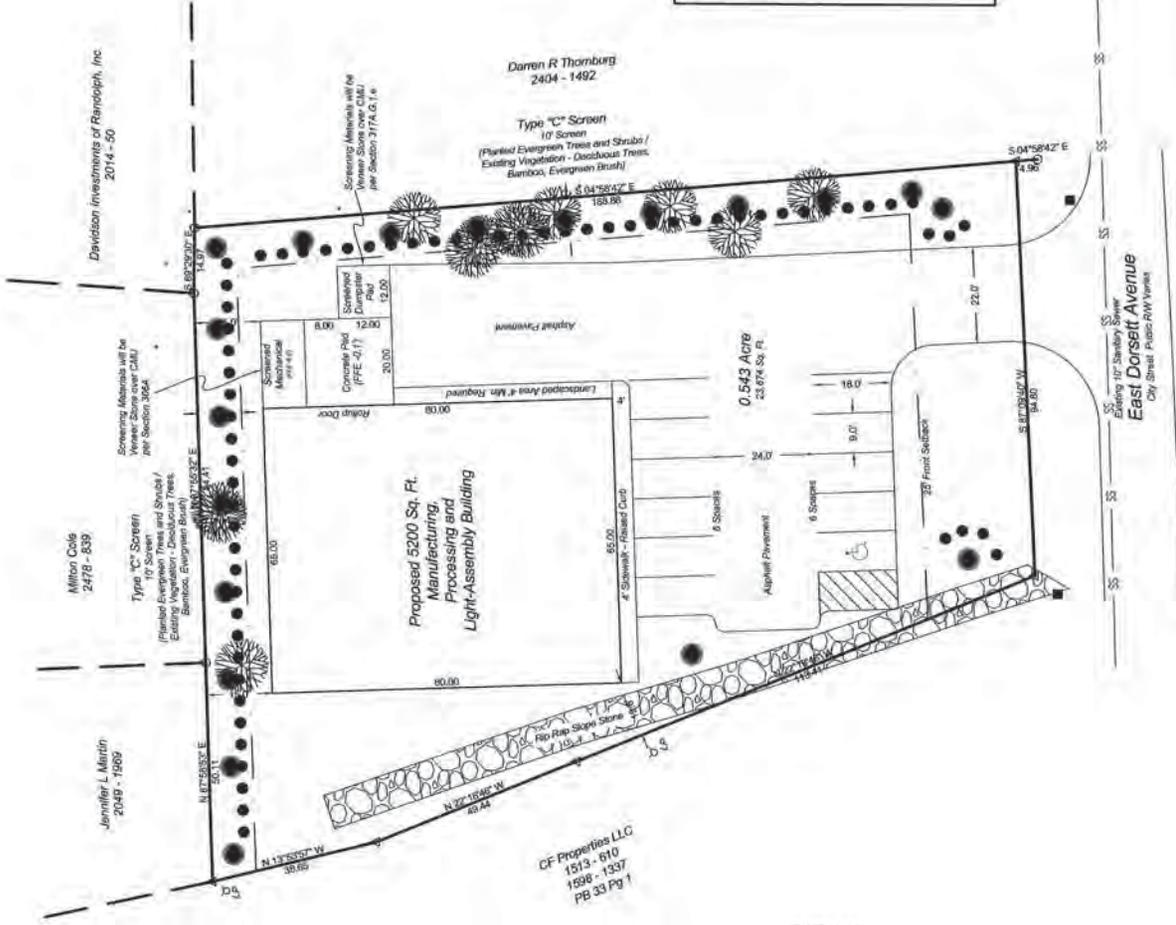
Scale: 1" = 300'



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 Ashboro
Ashboro Township
North Carolina
Scale: 1" = 20 US Survey Feet



SURVEY CAROLINA, PLLC
1016 Worth St., Ashboro, NC 27203

Phone Number: 336 460-0261
Email: mail@surveycarolina.com

Firm #: P-1110
Dan W. Turner II, L-4737

© 2016 Survey Carolina, PLLC

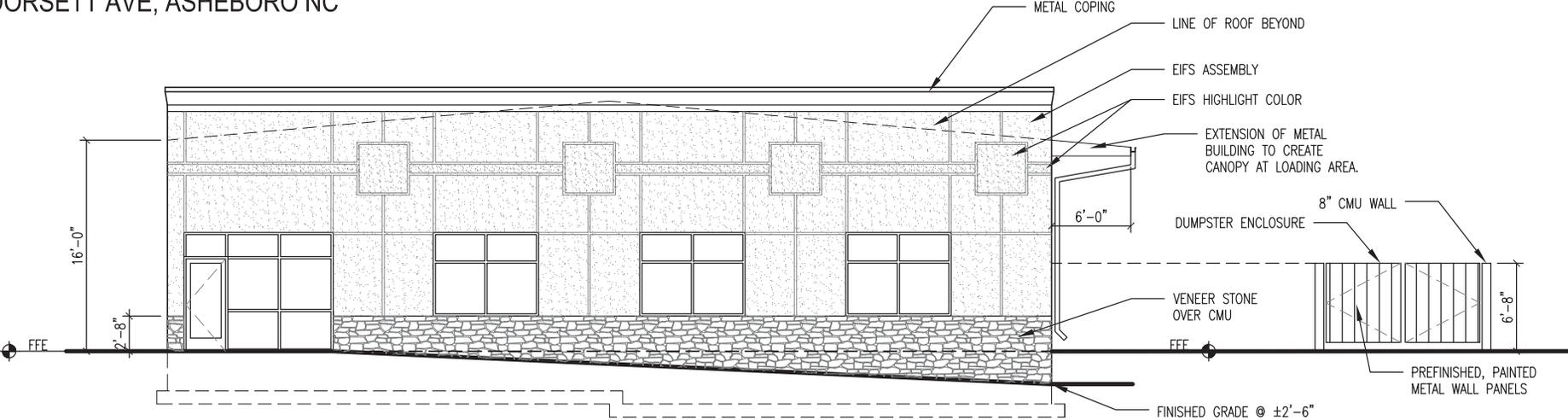
Job #: 20160822properties

Owners:
CF Properties
1157 S Cox St
Ashboro, 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.

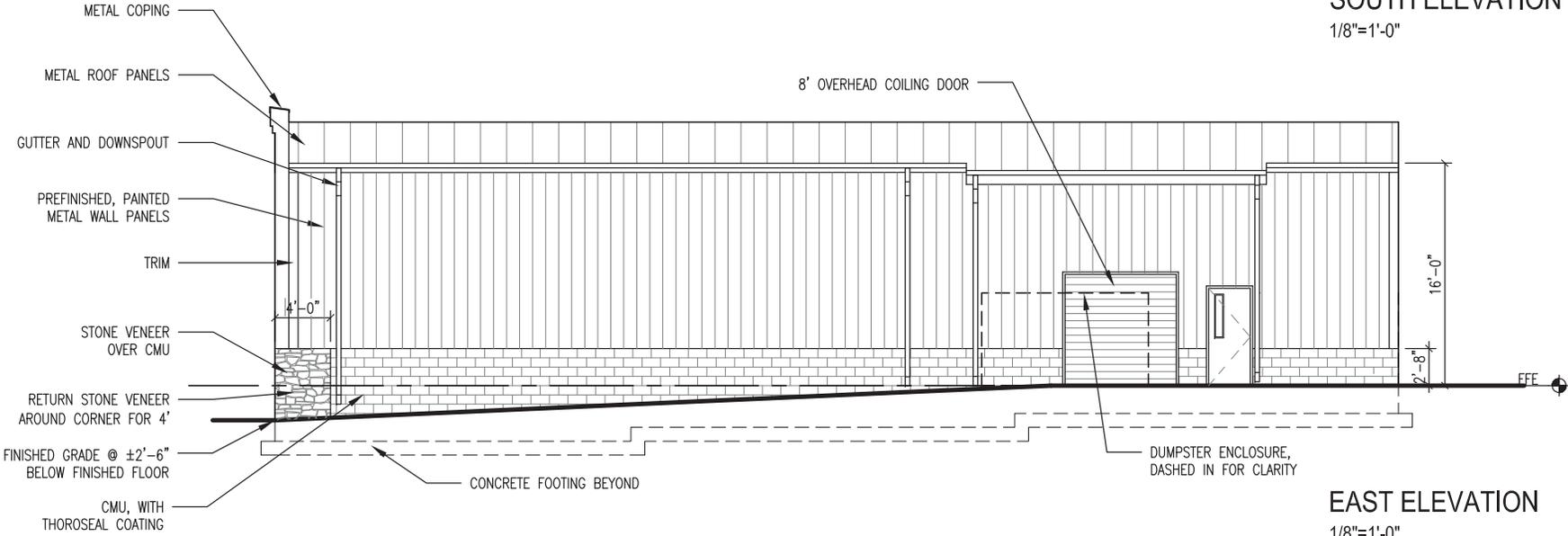
CF PROPERTIES LLC - HEMP PROCESSING FACILITY

EAST DORSETT AVE, ASHEBORO NC



SOUTH ELEVATION

1/8"=1'-0"



EAST ELEVATION

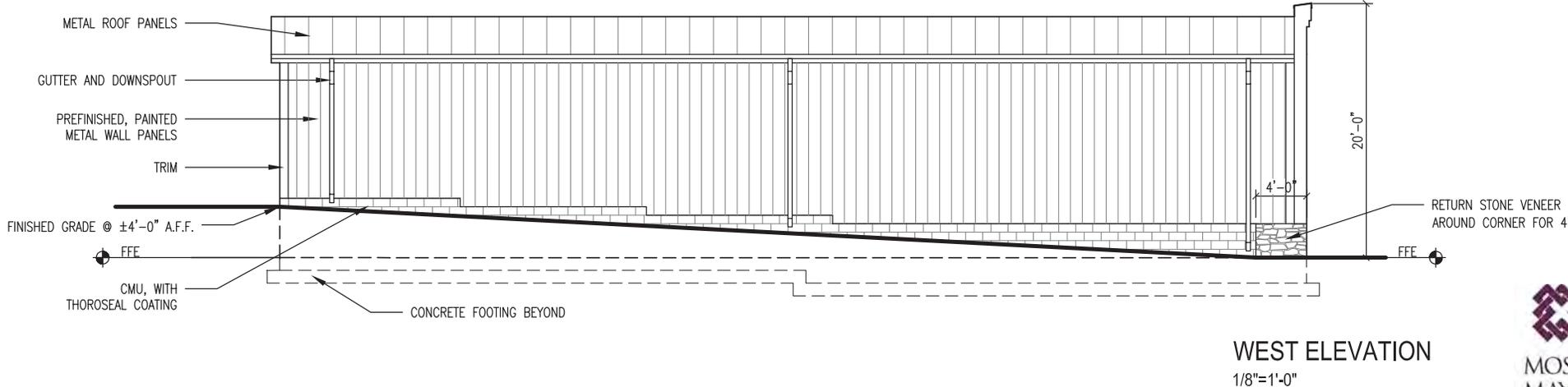
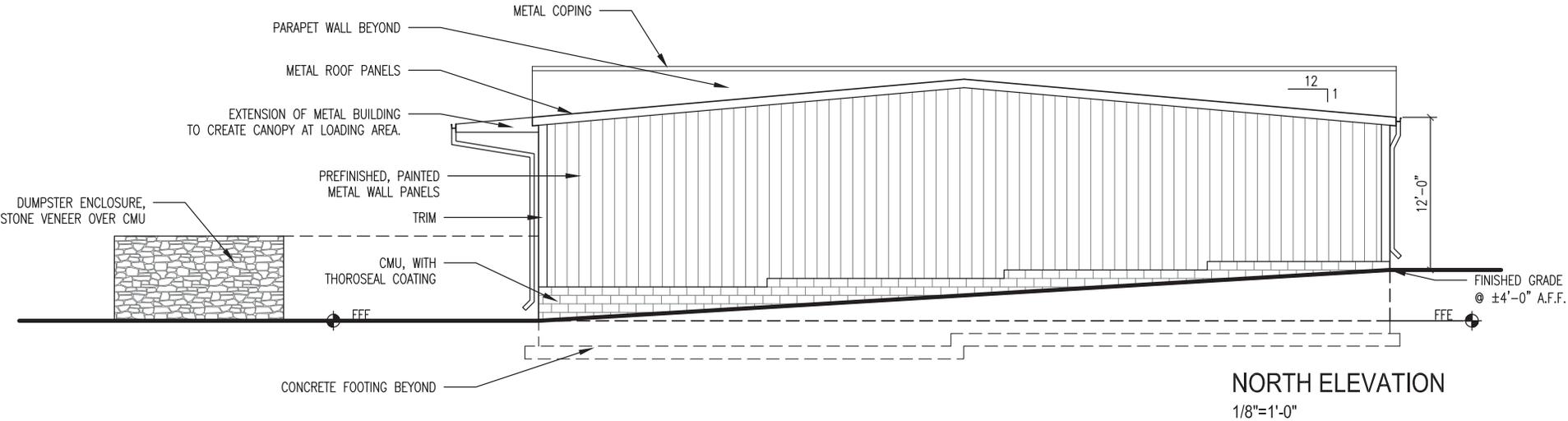
1/8"=1'-0"



**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

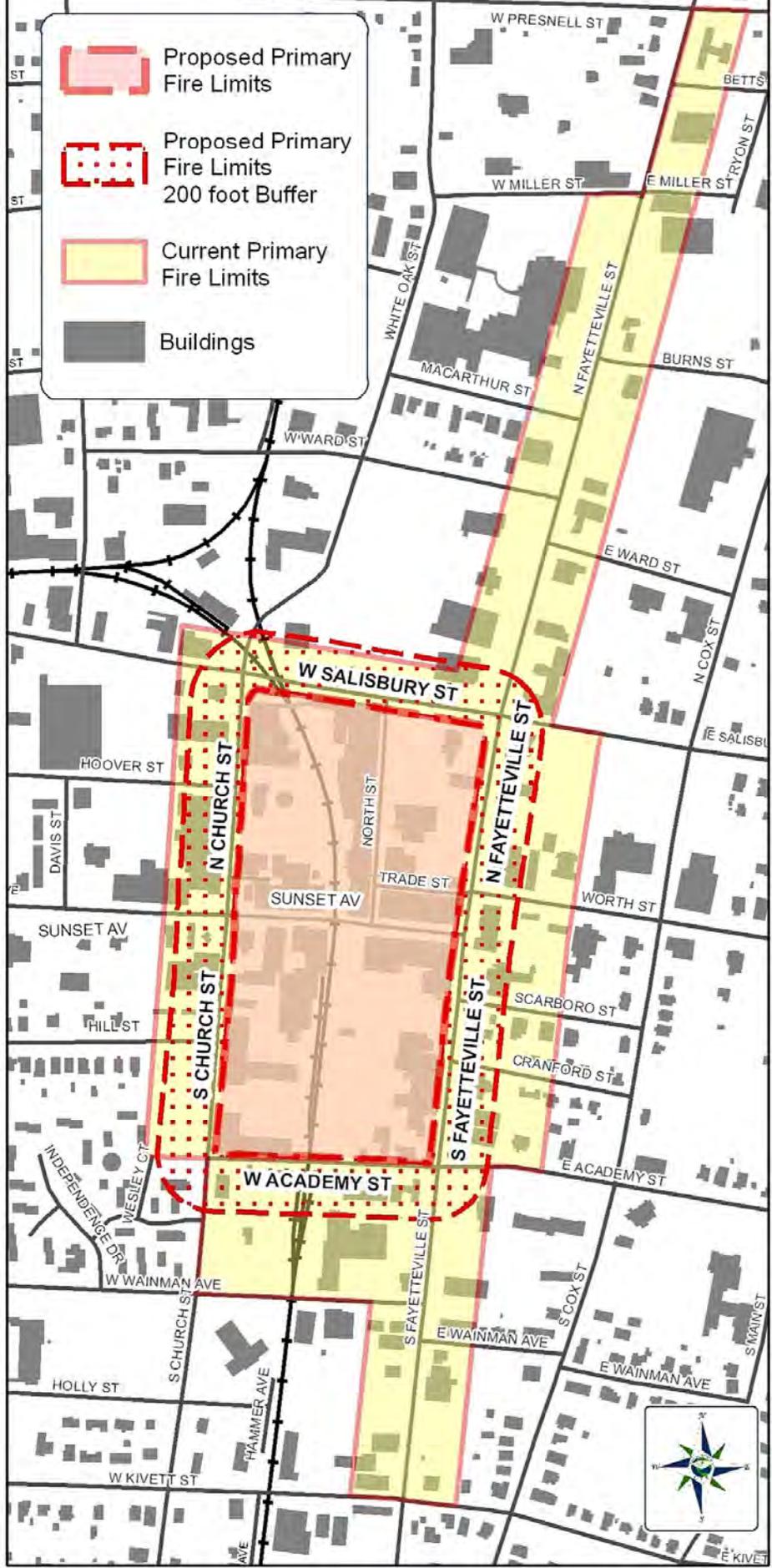
Notice is hereby given that on Thursday, the 6th day of October, 2016, at 7:00 PM at City of Asheboro City Hall (Council Chambers), 146 North Church Street, Asheboro, North Carolina, the Asheboro City Council will conduct a public hearing related to proposed amendments to the Code of Ordinances. The 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: Asheboro 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.

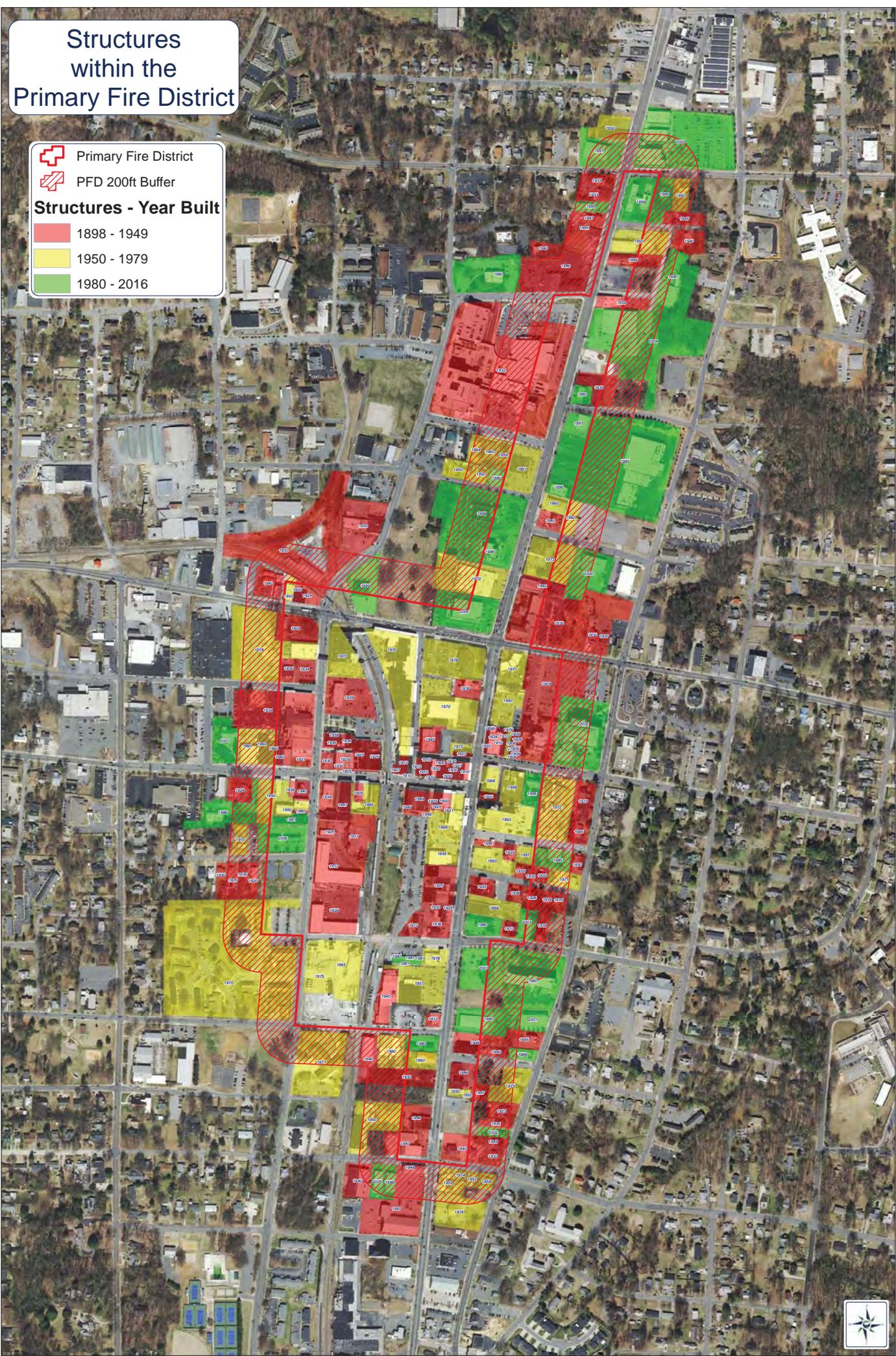
Our analysis indicates that the greatest concentration of structures whose construction pre-dates modern building code requirements is contained within the blocks bounded by W. Salisbury Street to the north, N. Fayetteville Street to the east, Academy Street to the south, and S. Church Street to the 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

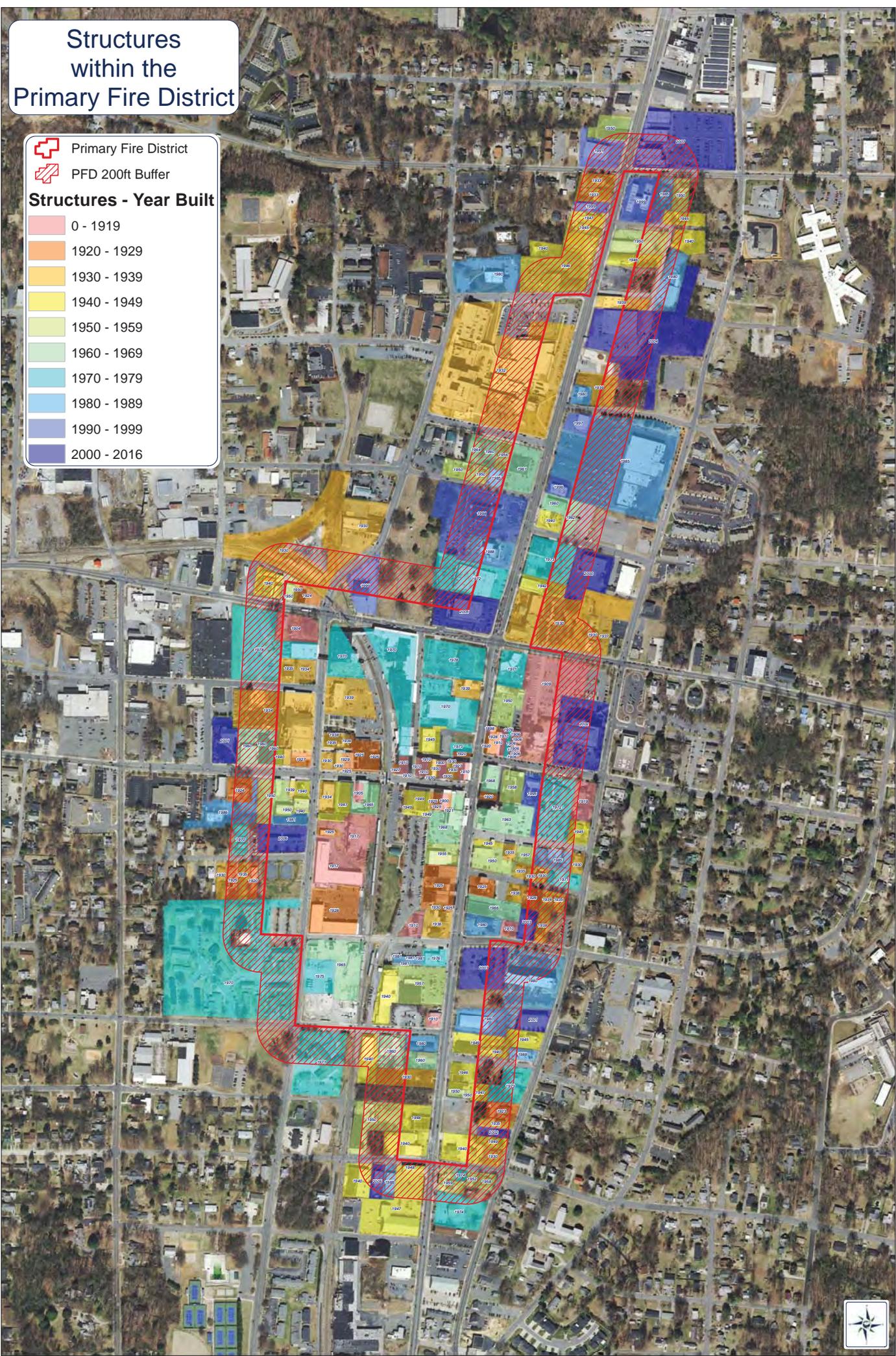


Structures within the Primary Fire District

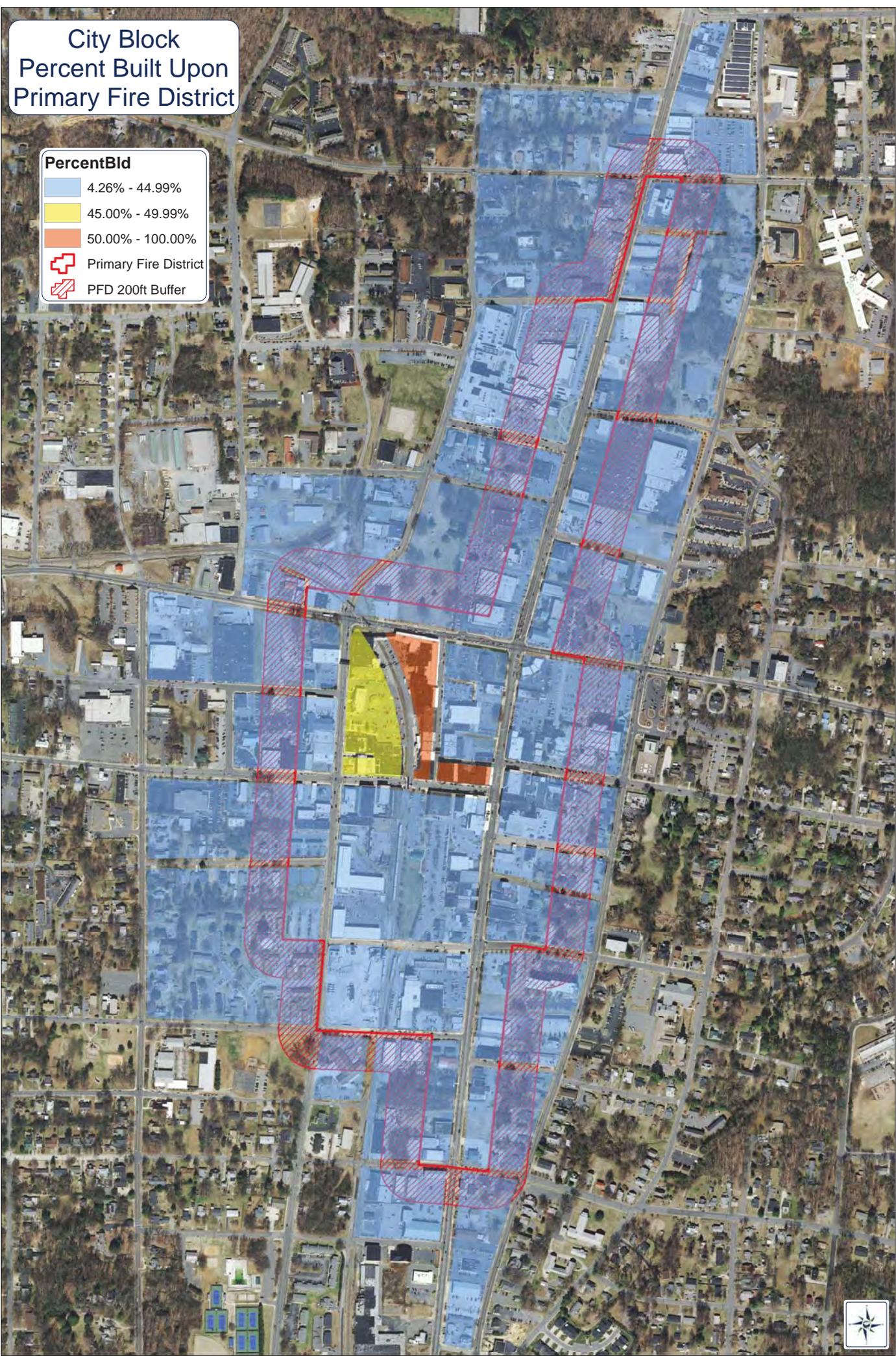
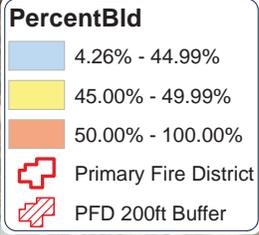
-  Primary Fire District
-  PFD 200ft Buffer

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

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.

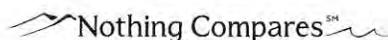
Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government.
Exhibit A	Grantee Proposal: This document is incorporated into the agreement 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.

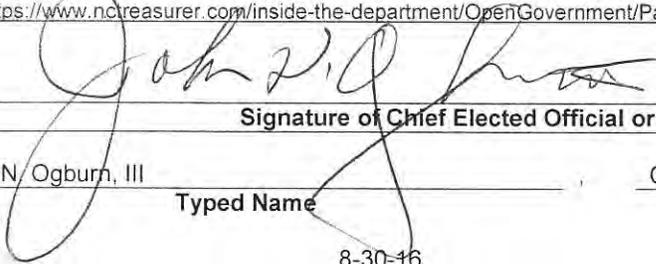
4. Include printed photos of the area where the project/activity will take place and provide a description of the photos below.

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: City of Asheboro Project Title: Downtown Revitalization

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

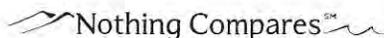
Dear Mayor Smith:

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 Stag
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

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION AUTHORIZING THE RETIREMENT OF
ASHEBORO POLICE CANINE SAL**

WHEREAS, police canine Sal (a/k/a Sally) is a Belgian Malinois with documentation indicating that he was born in June 2009; and

WHEREAS, Asheboro Police Officer Adam Baird took possession of Sal as his handler in November 2011; and

WHEREAS, Officer Baird and Sal jointly provided valuable law enforcement service to the Asheboro Police Department until Officer Baird resigned from his employment with the City of Asheboro effective May 31, 2016; and

WHEREAS, subsequent to May 2016, Sal was assigned in a non-working capacity to Asheboro Police Master Sergeant Travis Curry, who is an experienced canine handler; and

WHEREAS, another experienced canine handler with supervisory authority within the Asheboro Police Department has described Sal as “high strung” and possessing a “Type-A personality” with the potential, depending on the situation, to display friendliness and aggressiveness; and

WHEREAS, this aggressiveness led, on more than one occasion, to Sal biting Officer Baird during training, especially during apprehension work that involves biting a suspect; and

WHEREAS, due to issues such as the above-referenced training incidents, Sal’s bite status was revoked; and

WHEREAS, in general, at eight years of age, police canines are evaluated to see if they can or should continue in a working capacity; and

WHEREAS, due to his previous aggression issues and the fact that he is over seven years old, it would be difficult to retrain Sal to another handler for placement in a working capacity; and

WHEREAS, if a new handler were to be selected for Sal in an effort to restore the canine to a working capacity, the handler would be sent to an approximately 12-week basic handler school, and, upon returning, the canine and his handler do not, in general, become an effective team for approximately two years; and

WHEREAS, by the time an effective working relationship formed with the new handler, Sal would be nearing ten years of age; and

WHEREAS, Asheboro Police Captain R.L. Brown, Jr. has worked with canines for approximately ten years, and he has only known of one canine who worked to the age of ten;

WHEREAS, in light of Sal's above-described tendencies and his training as a police canine, Sal is not suitable for adoption as a pet to anyone other than a trained police canine handler; and

WHEREAS, Section 160A-266(d) of the North Carolina General Statutes provides, in pertinent part, that a "city may discard any personal property that . . . poses a potential threat to the public health or safety;" and

WHEREAS, Section 20-187.4 of the North Carolina General Statutes authorizes the city, upon making a determination that a police canine is no longer fit or needed for public service, to transfer the canine to the officer who had normal custody and control of the police canine at a price and upon any other terms and conditions set by the city;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that the governing board hereby enters its determination that police canine Sal has been found to no longer be fit or needed for public service, and, consequently, Sal is hereby retired from service, declared to be surplus property, and deemed to pose a potential threat to the public health and safety if not conveyed to a trained police canine handler that is willing and able to provide proper care and management for the former police canine; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that the entirety of the city's ownership interest in Sal shall be transferred to Asheboro Police Master Sergeant Travis Wayne Curry in consideration of both (a) the payment of \$1.00 to the city and (b) Master Sergeant Curry's unconditional written agreement to assume full responsibility for providing adequate shelter, care, and supervision for Sal for the remainder of Sal's life without any funding or other assistance from the city.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 6th day of October, 2016.

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

ATTEST:

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

ORDINANCE NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE TO AMEND CERTAIN PROVISIONS OF THE CITY OF ASHEBORO ANIMAL CONTROL ORDINANCE

WHEREAS, Section 160A-174(a) of the North Carolina General Statutes (references to the North Carolina General Statutes will be hereinafter cited with “G.S.” in front of the relevant chapter, article, or section number) authorizes the Asheboro City Council to utilize its ordinance making authority to exercise the general police power to define and abate nuisances and to define, prohibit, regulate, or abate acts, omissions, or conditions that are detrimental to the health, safety, or welfare of the city’s inhabitants and the peace and dignity of the city; and

WHEREAS, G.S. 160A-182 specifically authorizes the Asheboro City Council, by means of the adoption of an ordinance, to define and prohibit the abuse of animals; and

WHEREAS, G.S. 160A-186 specifically authorizes the Asheboro City Council, by means of the adoption of an ordinance, to regulate, restrict, or prohibit the keeping, running, or going at large of any domestic animals; and

WHEREAS, in furtherance of public safety and in order to improve the city’s efforts to prevent the abuse of animals, the Asheboro City Council has decided to amend the city’s animal control regulations for the purpose of (a) rewriting the definition of adequate shelter, (b) clarifying the authority of animal control officers to seize abused animals facing immediate health or safety threats, and (c) conforming the ordinance to a state statute preempting the city’s authority to regulate the care of farm animals;

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

Section 1. The definition of “adequate shelter” found in Section 91.03(3) of the Code of Asheboro is hereby rewritten to provide as follows:

~~*Adequate shelter means an enclosure sufficient to provide shelter from extremes of weather and a means to remain cool, dry, and comfortable.*~~

Adequate shelter means, when evaluating the shelter provided for a domestic canine or a domestic feline, a structure with a minimum of three sides, a roof, and a bottom used to house the animal and protect it from the weather. Adequate shelter means, when evaluating the shelter provided for any animal other than a domestic canine or a domestic feline, an enclosure sufficient to provide shelter from extremes of weather and a means to remain cool, dry, and comfortable.

Section 2. In order to clarify the authority of the animal control unit to seize abused animals facing an immediate threat to their health and safety, Section 91.32 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 91.32 REMEDIES AND PENALTIES

- (A) The animal control unit must have ample authority to impose preventive measures, seize, and impound animals. Escalating fees and other sanctions authorized within this section are measures that have been adopted to protect the citizens of Asheboro and to declare that the ownership of animals entails publicly related responsibilities. When there is a violation of this chapter, the chief may take one or more of the courses of action set forth in this section. The chief may cause a complaint to be filed or any action to be brought on behalf of the city. Any such action shall be cumulative and shall not be deemed to be a bar to or a waiver of the right to institute any other civil or criminal proceeding for a violation of this chapter.
- (B) Any person who violates the provisions of this chapter is guilty of a misdemeanor as provided by G.S. § 14-4 and shall be fined not more than \$500. Payment of a fine imposed in a criminal proceeding initiated pursuant to this chapter does not relieve a person of his or her liability for fees imposed by this chapter or any other law or ordinance, specifically including without limitation fees imposed by the county animal control ordinance as a consequence of the impoundment of an animal at the animal shelter.
- (C) Pursuant to and consistent with G.S. 160A-175, enforcement of the provisions found in this chapter may include any appropriate equitable remedy, injunction, or order of abatement issuing from a court of competent jurisdiction.
- (D) In addition to or in lieu of any criminal penalties and other sanctions provided in this chapter and any other applicable law, ordinance, or regulation, a violation of the provisions found in this chapter may also subject the offender to the civil penalties hereinafter set forth:
 - (1) An animal control officer may issue to the owner or possessor of any animal, or any other violator of this chapter, a written warning or a civil penalty citation giving notice of the alleged violation(s). Written warnings or civil penalty citations so issued may be served on the person charged with a violation by means of personal delivery by the animal control officer or mailed by certified or registered mail, return receipt requested, to the last known address of the person charged;

- (2) Civil penalties shall be paid in full to the Asheboro Police Department within 15 business days of the receipt of the civil penalty citation that gives notice of the penalty that is due and payable. The civil penalty is in addition to any other costs or fees imposed by this chapter or any other law or ordinance, specifically including without limitation fees imposed by the county animal control ordinance as a consequence of the impoundment of an animal at the animal shelter;
- (3) In the event that the owner or possessor of an animal or other violator of this chapter does not pay the applicable civil penalty within the prescribed time period, a civil action may be commenced to recover the penalty and costs associated with the collection of the penalty. The chief, or the chief's designee, is expressly authorized to initiate and prosecute small claims actions in District Court to collect civil penalties and fees owed to the city as a consequence of violation(s) of this chapter. The chief may call on the city attorney for assistance as needed. In lieu of pursuing a civil action to collect the civil penalty, a criminal summons may be issued against the violator for violating this chapter, and, upon conviction, the violator shall be punished in accordance with state law for the misdemeanor offense of violating this chapter; and
- (4) In order to encourage responsible conduct, an owner shall be subject to escalating penalties for each violation of this chapter by the owner, regardless of whether the animal is the same animal, a different animal, or various animals belonging to the same owner. Each violation of this Chapter within a rolling 12-month period shall subject the owner to the following escalating civil penalties:

<i>Offense Amount</i>	<i>Civil Penalty</i>
1 st	\$35.00
2 nd	\$50.00
3 rd	\$100.00
4 th and Subsequent Offenses	\$150.00

- (E) Each violation of a specific provision of this chapter is considered a separate offense for purposes of this section.
- (F) Each day that a specific violation occurs is considered a separate offense for purposes of this section.

- (G) In addition to the above-listed remedies, domestic animals may be seized and impounded when found at large or as otherwise provided in this chapter. Furthermore, if conditions pose an immediate threat to the health or safety of the animal or the public, the animal control unit is authorized to seize and impound an animal. By way of clarification and not limitation, any animal deemed to be abused in violation of Section 91.20 shall be evaluated by the animal control unit for signs of an immediate threat to the health or safety of the animal, and if such a threat is found to exist, the animal shall be seized in addition to any other remedies and penalties authorized by this Section. When an animal is seized, the following steps, at a minimum, must be taken:
- (1) The animal control unit, or some other person designated by the chief, shall enter into a seized animal registry maintained by the police department a description of the animal that includes at least the breed, color, and sex of such animal and whether the animal was impounded or processed in some other manner; and
 - (2) Upon seizing an animal, a notice of seizure shall be left with the owner or affixed to the premises. If an animal is not from a particular premises but has an identification tag, the animal control officer shall cause a prompt and reasonable effort to be made to locate and notify the animal's owner.
- (H) Notwithstanding any other provision of this chapter, an animal that cannot be reasonably seized, retrieved, humanely trapped, or tranquilized may be humanely destroyed in the field upon the authorization of the chief; provided, however, an animal attacking a human being or pet may be summarily destroyed if, in the opinion of animal control, such destruction is necessary for the protection of life or property or for the public health and safety.
- (I) Nothing in this chapter shall be construed to prevent law enforcement officers of any kind from enforcing any of the provisions of this chapter or from exercising their authority as law enforcement officers.
- (J) Nothing in this chapter shall prevent a private citizen from bringing an action to abate a nuisance or from bringing an action for damage, loss, or injury to the private citizen or his or her property resulting from an animal being a nuisance.

Section 3. For the purpose of ensuring that the city's animal control ordinance is not interpreted in a manner that places the ordinance in conflict with G.S. 160A-203.1, Section 91.31 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 91.31 EXCEPTIONS

- (A) This chapter shall not apply to the lawful taking of animals under the jurisdiction and regulation of the North Carolina Wildlife Resources Commission; lawful activities of agencies conducting or sponsoring biomedical research or training; lawful activities of any law enforcement canine team in the performance of their duties; or the lawful destruction of any animal for the purpose of protecting domestic animals or humans.

- (B) Veterinary clinics and retail pet stores are not subject to the supplemental animal control regulations prescribed in §§ 91.24 through 91.28 of this chapter. The inapplicability of the supplemental regulations found in this chapter to these businesses does not impair or impact to any degree the applicability to these businesses of any other provision within this chapter or any other federal, state, or local law, ordinance, or regulation, including by way of illustration and not limitation the county animal control ordinance and the Asheboro Zoning Ordinance.

- (C) In compliance with G.S. 160A-203.1, this chapter shall not be construed, interpreted, or enforced in any manner that regulates standards of care for farm animals. For purposes of this subsection, “standards of care for farm animals” includes the following: the construction, repair, or improvement of farm animal shelter or housing; restrictions on the types of feed or medicines that may be administered to farm animals; and exercise and social interaction requirements. For purposes of this subsection, the term “farm animals” includes the following domesticated animals: cattle, oxen, bison, sheep, swine, goats, horses, ponies, mules, donkeys, hinnies, llamas, alpacas, lagomorphs, ratites, and poultry flocks of greater than 20 birds.

Section 4. On the effective date stated in Section 5 of this Ordinance, all ordinances and clauses of ordinances in conflict with this Ordinance shall be repealed.

Section 5. The text amendments found in Sections 1, 2, and 3 of this Ordinance, which rewrite the definition of “adequate shelter,” clarify situations warranting the seizure of abused animals, and conform the city’s animal control regulations to state law, shall take effect and be in force from and after January 1, 2017. The remaining sections and provisions of Chapter 91 of the Code of Asheboro that were not specifically amended by the enactments found within this Ordinance remain in full force and effect on and after the date of adoption of this Ordinance, which is October 6, 2016.

Section 6. No action or proceeding of any nature (whether civil, criminal, administrative, or otherwise) pending at the effective date of this Ordinance shall be abated or otherwise affected by the adoption of this Ordinance.

Section 7. If any section, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed to be a separate, distinct, and independent provision, and such a holding shall not affect the validity of the remaining portions thereof.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 6th day of October, 2016.

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

ATTEST:

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

LEGEND

- EIR Existing Iron Rod
- EIP Existing Iron Pipe
- NIP New Iron Pipe
- CP Computed Point
- R/W Right of Way
- PB/PG Plat Book - Page
- DB/PG Deed Book - Page
- Ac. Acre



State of North Carolina
County of Randolph

I, _____ Review Officer of Randolph County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer

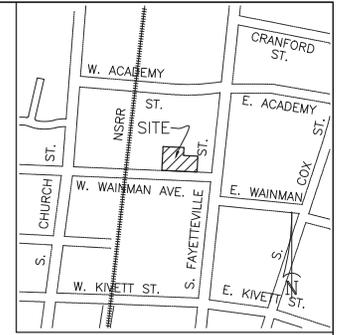
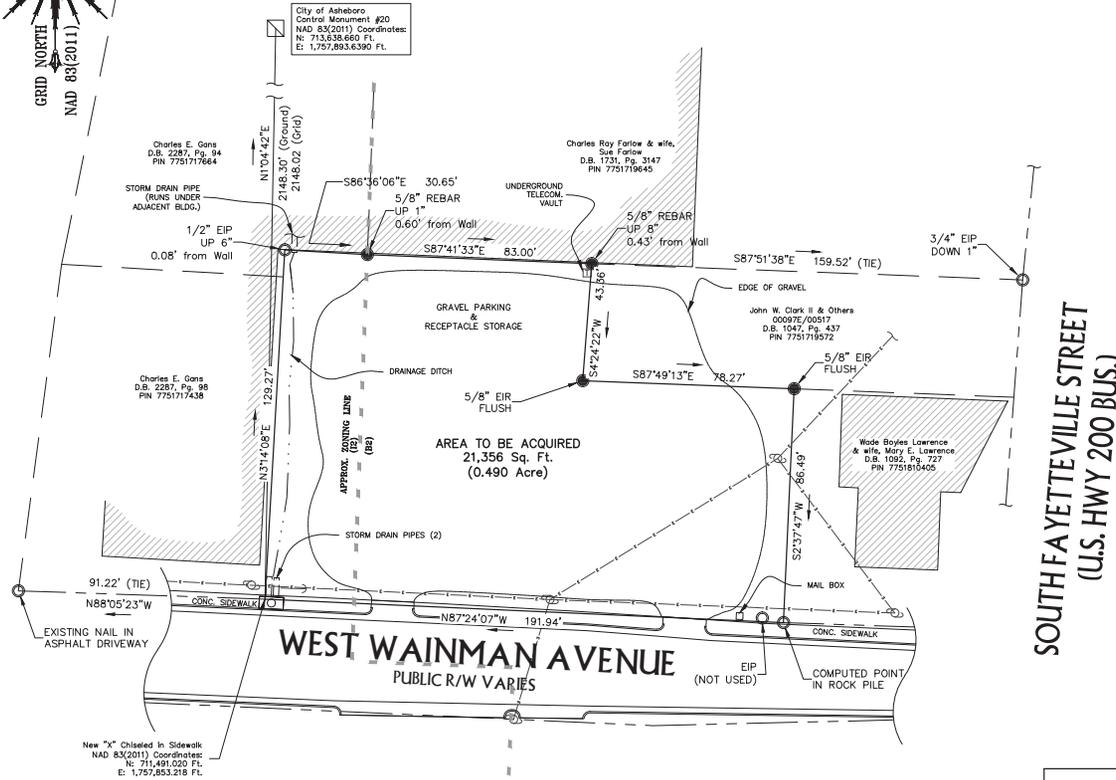
Date

I, Thomas Scaramastra, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 1976, Page 1004); that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS, Page SHOWN; that the Ratio of Precision as calculated is 1:10,675; that this plat was prepared in accordance with G. S. 47-30 as amended; that this plat was prepared in accordance with G. S. 47-30 section F-11-C-1, (survey is of an existing parcel or parcels of land and does not create a new street or change an existing street).

Witness my original signature, and Seal this _____ day of _____ A.D. 2016.

Professional Surveyor

License Number L-4421



NOTES

1. Total Area = 21,356 Sq. Ft. (0.490 Acres)
2. Deed Reference - Deed Book 1976, Page 1004
3. Plat Reference - Plat Book 102, Page 3
4. Parcel Address - 134 West Wainman Avenue
5. PIN - 7751719533
6. Zoned - B2 / I2
7. Grid tie performed using North Carolina Global Positioning System (GPS) Network RTK system. NAD 83 (NSRS 2011) Datum; Field Survey Date September 14, 2016; Positional Accuracy 0.015 Ft. Class of Survey AA - Combined Factor 0.99986565; Units US Survey Feet. Distances shown are ground unless otherwise indicated.
8. Location work shown was derived by above ground indicators only, unless otherwise noted.
9. Cross hatched areas represent footprints of adjacent structures.
10. This property is subject to any Easements, Agreements, or Rights-of-Way of record prior to this date and not visible at the time of inspection.
11. This survey was prepared without the benefit of a legal title search, and is subject to any facts an accurate title search may disclose.

SOUTH FAYETTEVILLE STREET
(U.S. HWY 200 BUS.)

(Pick up:) City of Asheboro

Property Acquisition Map
for the
CITY OF ASHEBORO

Asheboro Township, City of Asheboro
Randolph County, North Carolina
Scale : 1"=30' September 16, 2016



Surveyed and Mapped By
Thomas Scaramastra, PLS
City of Asheboro Engineering Dept.
146 N. Church St.
Asheboro, North Carolina 27203

Job # 16-015

Ph : (336) 626-1200

LINETYPE LEGEND

	Water Line		Overhead Power
	Gas Line		Underground Power
	Sanitary Sewer		Underground Phone
	Storm Sewer		TV Cable
	Fence		Fiber Optic Cable