AMENDED AGENDA
ASHEBORO CITY COUNCIL REGULAR MEETING
THURSDAY, JUNE 9, 2022, 7:00 PM

1. Call to Order

2. Silent Prayer and Pledge of Allegiance

3. Public Comment Period

4. Linda Brown, President of the Asheboro/Randolph Chamber of Commerce, and Community Development Director Trevor Nuttall will discuss the ***Regional Intercity Visit 2022*** to Upstate South Carolina.

5. Public Works Director David Hutchins will discuss the city's fuel conservation plans.

6. Police Chief Mark Lineberry will present the annual police department report.

7. Police Chief Mark Lineberry and Fire Chief Willie Summers will discuss the city's "Active Shooter" response training.

8. Mayor Smith will open the public hearing on the proposed budget for Fiscal Year 2022-2023:

   (a) Finance Director Deborah Reaves will present an overview of the proposed budget; and

   (b) An opportunity will then be provided for oral and written comments to be received from the public.

9. Consent Agenda

   (a) Approval of the meeting minutes for the city council's regular meeting on May 5, 2022.

   (b) Approval of the meeting minutes for the city council's special meeting on May 20, 2022.

   (c) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for April 4, 2022.

(d) Acknowledgement of the receipt, on May 20, 2022, of the budget message and proposed budget for the Asheboro ABC Board for Fiscal Year 2022-2023.

(e) Approval to schedule and advertise, for July 14, 2022, legislative hearings on the following conditional zoning applications:

(i) An application to amend the RA6 (CZ) zoning on property at 3140 Zoo Parkway, including lots within the Parkway South Townhomes subdivision as well as the city's sewer lift station, for the purpose of dedicating to the public the subdivision's private streets;

(ii) An application to rezone property on the west side of Zoo Parkway, located approximately 225 feet south of Ridge Avenue (Randolph County Parcel Identification Number 7750943464), from R10 to R7.5 (CZ) zoning for a residential planned unit development; and

(iii) An application to rezone property at 1352 East Salisbury Street (Randolph County Parcel Identification Number 7761510840) from OA6 to OA6 (CZ) zoning for business, professional, and personal services and an overflow parking area; to rezone 342 Patton Avenue from R10 to OA6 (CZ) zoning for business, professional, and personal services; and to amend the I2 (CZ) property at 1420 East Salisbury Street and 358 Patton Avenue due to proposed changes to the motor vehicle repair (major) and rental/sales of domestic motor vehicles uses.

(f) Approval of a resolution authorizing the advertising of electronic public auctions of surplus city-owned personal property by electronic means only.

(g) Approval of a resolution authorizing the sale of certain surplus city-owned vehicles by public auction.

(h) Approval of a resolution honoring Fire Inspector John Russell upon his retirement from employment with the City of Asheboro.

(i) Approval of an ordinance to close the Water and Sewer System Improvements Project Fund.

(j) Approval of an ordinance to amend the Water and Sewer Fund.

(k) Approval of an audit contract with William R. Huneycutt, CPA, PLLC for the fiscal year ending June 30, 2022, with a cost for services in the amount of $36,800.00.

10. Legislative Hearing (Case No. RZ-22-05): Community Development Director Trevor Nuttall will provide the initial testimony for this hearing by presenting the staff report on a zoning ordinance text amendment application pertaining to sign regulations, including without limitation sign definitions, permissible sign types and area, and illumination standards.

11. Community Development Director Trevor Nuttall will provide the staff analysis of the following subdivision cases:

    (a) SUB-22-03: Timber Ridge Preliminary Plat;

    (b) SUB-95-06: Windcrest Acres, Section 3 Final Plat; and

    (c) SUB-22-04: Estates of Cedar Falls Sketch Design.

12. Industrial Park Avenue Sidewalk Improvements Project (North Carolina Department of Transportation TIP Project EB-5862)

    (a) Community Development Director Trevor Nuttall will request council action on the procurement of work for this project:

        (i) Award of a Construction Contract; and

        (ii) Approval of an Agreement for Engineering and Inspection Services.

    (b) Finance Director Deborah Reaves will request council action on ordinances designed to comply with generally accepted accounting principles:

        (i) Ordinance to Amend the Sidewalk Project Fund; and

        (ii) Ordinance to Amend the General Fund.

13. Finance Director Deborah Reaves will request council action on a resolution to approve installment financing terms with Truist Bank.

14. City Engineer Michael Leonard, PE will request council action on proposed Work Authorization No. 1, which is titled "Corporate Hangar (Construction Phase Services)," from W. K. Dickson & Co., Inc. for professional services at the Asheboro Regional Airport.

15. City Attorney Jeff Sugg will request approval of a resolution authorizing the continued representation of the city by the Cauley Pridgen, P.A. law firm in connection with land use case number BOA-21-02.

16. Mayor Smith will lead the discussion of upcoming events and items not on the agenda.

17. Adjournment

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

MEETING DATE:	**FRIDAY, MAY 20, 2022**
MEETING TIME:	**10:00 AM**
LOCATION:	**CITY OF ASHEBORO** **PUBLIC WORKS FACILITY,** **1312 N. FAYETTEVILLE STREET,** **ASHEBORO, NORTH CAROLINA 27203**

At 10:00 a.m. on Friday, May 20, 2022, the Asheboro City Council will convene for a special meeting in the main conference room at the City of Asheboro Public Works Facility, 1312 North Fayetteville Street, Asheboro, North Carolina 27203. The city council will initially consider adopting staff recommended legislative action to harmonize the regulations in the cultural and recreation services policy manual with the operational realities associated with permitting events in the recently designated Zoo City Social District.

While still at the public works facility, the city manager and the finance director will discuss with the elected officials the municipal corporation's proposed budget for fiscal year 2022-2023. Once the budget discussion has been concluded, the meeting will be recessed in order to allow the elected officials to travel to McCrary Park, 138 Southway Road, Asheboro, North Carolina 27205.

At the park, the governing board will inspect the on-going construction project and receive a progress report. At the conclusion of the site inspection and progress report presentation, the city council meeting will be adjourned.

All interested persons are invited to attend this special meeting, which will be conducted in open session, at all times and at all locations. This special meeting notice was issued on the 17th day of May, 2022.

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

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SPECIAL MEETING
ASHEBORO CITY COUNCIL
1312 NORTH FAYETTEVILLE STREET
FRIDAY, MAY 20, 2022
10:00 A.M.

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

David H. Smith	) – Mayor Presiding
Edward J. Burks	)
Kelly L. Heath	)
William N. McCaskill	) – Council Members Present
Walker B. Moffitt	)
Jane H. Redding	)
Charles A. Swiers	)
Clark R. Bell	) – Council Member Absent

John N. Ogburn, III, City Manager
Michael L. Leonard, PE, City Engineer
Holly H. Doerr, CMC, NCCMC, City Clerk
Deborah P. Reaves, Finance Director
Jonathan M. Sermon, Recreation Services Director
Tammy M. Williams, CMC, Deputy City Clerk

1. Call to Order

A quorum thus being present in the main conference room at the City of Asheboro Public Works Facility, Mayor Smith called the meeting to order for the transaction of business, and business was transacted as follows.

2. Recreation Services Items

(a) An Ordinance Amending Article XII and Article XVIII in the Cultural and Recreation Services Policy Manual.

Recreation Services Director Jonathan Sermon presented and recommended adoption, by reference, of an ordinance amending Article XII and Article XVIII in the City of Asheboro Cultural and Recreation Services Policy Manual. The proposed amendments focused on updating the policy manual to address potential operational impacts on city cultural and recreation facilities associated with the recent designation by the city council of the Zoo City Social District.

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

ORDINANCE NUMBER 22 ORD 5-22

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE AMENDING ARTICLE XII AND ARTICLE XVIII IN THE CULTURAL AND RECREATION SERVICES POLICY MANUAL

WHEREAS, the City of Asheboro Cultural and Recreation Services Policy Manual contains the rules and regulations applicable to the city's cultural and recreational facilities; and

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

WHEREAS, within the Manual, Article XII contains the regulatory provisions applicable to the Rotary Pavilion at Bicentennial Park, which is administered as part of the city's cultural and recreation services system, and Article XVIII contains miscellaneous provisions applicable to the cultural and recreation services system; and

WHEREAS, in order to align certain provisions in the Manual with the recently enacted Zoo City Social District ordinance codified as Section 118.05 in the Code of Asheboro, city staff has recommended amending Articles XII and XVIII in the Manual; and

WHEREAS, the recommended amendments are specified in the attached EXHIBIT 1 and EXHIBIT 2, which are hereby incorporated into this Ordinance by reference as if copied fully herein; and

WHEREAS, the Asheboro City Council has concluded that it is advisable to move forward with the recommended amendments.

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

Section 1. Article XII of the City of Asheboro Cultural and Recreation Services Policy Manual is hereby rewritten to provide as specified in EXHIBIT 1.

Section 2. Article XVIII of the City of Asheboro Cultural and Recreation Services Policy Manual is hereby rewritten to provide as specified in EXHIBIT 2.

Section 3. All articles, sections, and provisions of the Manual that are not explicitly modified by the contents of EXHIBIT 1 and EXHIBIT 2 shall continue in full force and effect without alteration.

Section 4. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 5. This Ordinance shall be in full force and effect upon and after May 20, 2022.

The Asheboro City Council approved this Ordinance in open session during a special meeting held on the 20th day of May, 2022.

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

ATTEST:

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

EXHIBIT 1

ARTICLE XII. ROTARY PAVILION AT BICENTENNIAL PARK

SECTION 12.1 APPLICATION

The Rotary Pavilion at Bicentennial Park and the contiguous city-owned property when used in support of events at the pavilion shall be administered by the City of Asheboro Cultural Services Department in a manner that will provide the citizens of Asheboro and Randolph County with an opportunity for a quality experience. Under the general supervision of the Recreation Services ~~Superintendent~~ Director, the Cultural Services Department shall coordinate the use of the pavilion with the Recreation Services Department which is responsible for processing reservations at Bicentennial Park. This park may be rented to individuals or other types of legal entities, subject to the terms and conditions listed herein and elsewhere within the Code of Asheboro.

Application to use this venue shall be made on a form available from the Asheboro Cultural and Recreation Services Departments. Applications are subject to the final departmental review and decision making authority of the Recreation Services ~~Superintendent~~ Director.

SECTION 12.2 RULES AND REGULATIONS

(1) Unless authorization to the contrary is listed on the prescribed application form as part of the written approval of an event by the Cultural Services Department, alcoholic beverages are prohibited. In those cases where the Recreation Services ~~Superintendent~~ Director has authorized the sale, possession, and/or consumption of unfortified wines and/or malt beverages on the premises in connection with and for the duration of the approved event, such sale, possession, and/or consumption of the

listed beverages must be conducted in strict compliance with Section 12.3 of this manual, any conditions attached by the Recreation Services ~~Superintendent~~ Director to the event approval, and all applicable laws, ordinances, and regulations. No alcoholic beverages other than unfortified wines and malt beverages are permitted on the premises of the facility at any time.

(2) The park is open from 6am – 11pm. No activities may take place after the curfew time unless approved by the Recreation Services ~~Superintendent~~ Director.

(3) Items such as vehicles, tractors, heavy machinery, etc. shall not be parked on any area of grass at any time.

(4) The person/organization renting the facility shall pay for and maintain, at all times during the individual or entity's use of the facility, Comprehensive and General Liability insurance coverage with primary limits of liability of no less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage. The required policy or policies shall be written through insurance carriers that are qualified to do business in North Carolina. Furthermore, the City of Asheboro is to be named as an additional insured and shall be furnished with a Certificate of Insurance in a form satisfactory to the City. In order to be deemed satisfactory, such a certificate must affirmatively state without any disclaimer or limitation whatsoever that the coverage or coverages referred to therein shall not and cannot be terminated or modified until the city has received thirty (30) days written notice thereof. A satisfactory Certificate of Insurance must be in the possession of the Cultural Services Department no later than 48 hours prior to the scheduled event. Failure to provide proof of insurance will result in the cancellation of the event. Furthermore, the applicant must agree to forever hold harmless and to fully indemnify the City and its personnel, agents, officials, and City Council, in both their official and individual capacities, from any and all judgments, liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any person or entity by reason of any negligent or willful act or omission of the applicant or its officers, employees, agents or contractors in connection with the applicants use of the Rotary Pavilion at Bicentennial Park.

(5) The person/organization renting the facility must designate a representative who will be responsible for all phases of the event and who will be on site the entire time the event is taking place.

(6) Upon request, trashcans will be provided by the City of Asheboro. The size of the event will determine the number of cans available.

(7) Rental of Rotary Pavilion at Bicentennial Park does not automatically include the parking areas. Renters must request to use the parking areas. Blocking the parking lot during regular business hours Monday – Friday is discouraged and may only be approved at the sole discretion of the Recreation Services ~~Superintendent~~ Director.

(8) As appropriate, the renter is responsible for procuring the services of properly trained security/law enforcement personnel.

(9) Portable toilets are to be provided by the renter and shall be placed at a designated location.

(10) Portable grills shall not be placed under the pavilion or on any grass areas. They shall be placed at a designated location.

(11) No items may be sold, displayed, given, or exhibited on the premises without prior approval of the Recreation Services ~~Superintendent~~ Director.

(12) The Asheboro Police Department and employees in the Asheboro Cultural and Recreation Services Departments shall have access to all areas of the park at all times before, during, and after the event.

(13) The person/organization renting the facility is responsible for clean-up following the event. The facility must be cleaned prior to the normal park closing time on the day of the event. Failure to clean up, shall result in loss of security deposit.

(14) No items may be attached to any area of the pavilion structure, trees, bushes, poles or artwork in the park.

(15) Signs may not be placed in the park without written permission of the Recreation Services ~~Superintendent~~ Director or his designee.

(16) Tents may be set up in the field. However, if they need to be staked, they shall be placed in a designated area.

(17) Anyone using a tent (700 sq. ft. or larger) is responsible for obtaining the appropriate inspections from the building inspector, fire marshal, and any necessary zoning permits prior to event.

(18) Failure to adhere to these guidelines shall subject future rental applications to denial.

(19) The Recreation Services ~~Superintendent~~ Director is authorized to cancel any event, at any time, based on rental agreement violations.

(20) The City of Asheboro reserves the right, in the sole discretion of the city, to co-sponsor any and all events.

(21) A user fee shall be charged to all applicants for the use of Rotary Pavilion at Bicentennial Park. All applicants shall be subject to the following charges:

(a) Security Deposit: $75.00 (This refundable fee must be paid at time of application);

(b) City Resident (with Rec Card) Rate: $325.00;

(c) Non-Resident Rate: $400.00;

(d) Non-Profit / Government Rate: $225.00; and

(e) The rental rate must be paid at least 48 hours in advance of the event.

SECTION 12.3 SALE, POSSESSION, AND CONSUMPTION OF MALT BEVERAGES AND UNFORTIFIED WINES

Authorization for the sale, possession, and consumption of malt beverages and unfortified wines on the premises of this facility must be requested from the Cultural Services Department on the prescribed facility rental application. No stand-alone authorization for the distribution of alcoholic beverages will be granted. Such authorization will only be provided as one component, along with other components such as facility rental issues, of a comprehensive event plan that must receive final approval from the Recreation Services ~~Superintendent~~ Director before the event may be advertised as taking place on city property. When creating and submitting an event plan, the applicant must be guided by the operational guideline that the distribution of malt beverages and/or unfortified wines are meant to enhance the experience of the event and should in no way detract from the program and the use of this facility.

In order to obtain approval of a comprehensive event plan, the following conditions, which represent a baseline for an event plan before it is eligible for review by the Recreation Services ~~Superintendent~~ Director, must be satisfied:

(1) Any malt beverages and unfortified wines found on the premises of the Rotary Pavilion at Bicentennial Park, as well as any contiguous city-owned property included within the event plan, must have been obtained in accordance with a sale/distribution

plan developed and implemented by the event organizer. The sale, possession, or consumption on the city's premises of any alcoholic beverage not obtained and possessed in strict compliance with the sale/distribution plan approved by the Recreation Services ~~Superintendent~~ Director is prohibited;

(2) The sale/distribution plan drafted by an event organizer must be compliant with all applicable laws, ordinances, and administrative regulations in order to be considered for approval;

(3) In its capacity as the Lessor of the premises, the City of Asheboro hereby establishes that, in order to be eligible to submit a request for permission to sale/distribute alcoholic beverages on these premises, the event organizer must establish that the contemplated event is planned for a charitable purpose. An event is deemed to be for a charitable purpose if the event is either (a) organized by a legal entity that is recognized under the laws of the United States and the State of North Carolina as a not for profit organization, or (b), in the absence of formal legal recognition of a stand-alone not for profit legal entity, the purpose of the event can be demonstrated to the satisfaction of the Recreation Services ~~Superintendent~~ Director to be a charitable event for civic, educational, patriotic, or religious purposes. Any event organizer seeking to obtain permission for the sale/distribution of alcoholic beverages must be willing to provide legal documentation to establish the event organizer's eligibility for the requested authorization. If the event organizer does not provide the documentation requested by the Recreation Services ~~Superintendent~~ Director for eligibility verification purposes, no sale/distribution plan will be reviewed, and the request for authorization to sale/distribute alcoholic beverages shall be denied;

(4) The event organizer must consult with and satisfactorily address any legal and regulatory compliance concerns raised by the Asheboro Police Department in connection with the sale/distribution plan. One of the compliance concerns that must be addressed to the satisfaction of the Chief of Police and the Recreation Services ~~Superintendent~~ Director is the manner in which the event organizer proposes to ensure that adequately trained personnel are in place and capable of enforcing vital elements of the plan. By way of illustrating and not limiting the types of details that must be shown on the plan submitted for review, the plan must, at a minimum, clearly identify the location(s) in the park where alcoholic beverages may be sold, possessed, and/or consumed, clearly state what methodology will be used to ensure that alcoholic beverages are not served to underage persons or to individuals who are already intoxicated, and what arrangements have been made to provide adequate security for the planned event. The Chief of Police, or his designee, must be given a minimum of seven (7) days to review the plan for any legal and regulatory compliance concerns as well as general public safety concerns prior to the Recreation Services ~~Superintendent~~ Director making a final decision as to whether the submitted plan is acceptable;

(5) The event organizer, or an authorized representative in the case of an event organizer that is a legal entity other than a natural person, must provide written acknowledgment that the organizer has received a copy of the regulations applicable to the rented facilities along with a copy of the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments, and the event organizer must agree in writing to comply with all of these regulations and user fees; and

(6) In addition to the insurance requirements specified above in Section 12.2, the event organizer shall pay for and maintain, at all times during the individual or entity's use of the facility, Liquor Liability insurance coverage with an each common cause limit and aggregate limit of liability of no less than one million dollars ($1,000,000). The required policy shall be written through insurance carriers which are qualified to do business in North Carolina. Furthermore, the City of Asheboro is to be named as an additional insured and shall be furnished with a Certificate of Insurance in a form satisfactory to the City. In order to be deemed satisfactory, such a certificate must affirmatively state without any disclaimer or limitation whatsoever that the coverage or coverages referred to therein shall not and cannot be terminated or modified until

the city has received thirty (30) days written notice thereof. A satisfactory Certificate of Insurance must be in the possession of the Cultural Services Department no later than forty-eight (48) hours prior to the scheduled event. Failure to provide proof of insurance will result in the cancellation of the event.

Section 12.4 Facility Rentals and the Zoo City Social District

The facilities regulated by Article XII of the Manual, inclusive of the contiguous city-owned or controlled property subject to rental in support of events at the Rotary Pavilion, are located within the Zoo City Social District. Notwithstanding any other provision in the Manual, individuals can possess and consume alcoholic beverages within the confines of the facilities regulated by Article XII so long as such possession and consumption of alcoholic beverages is conducted in strict compliance with the social district ordinance found in Section 118.05 of the Code of Asheboro and so long as neither of the following two exceptions to the general applicability of the social district regulations is in effect:

(1) The specific terms of a closure order entered by the city council are the controlling authority. When the city council authorizes a special event and orders the partial or complete closure of a public street, sidewalk, alley, and/or parking lot, the council's directive in such a closure order as to the status of the social district regulations pertaining to the possession and consumption of alcoholic beverages shall be the controlling authority and shall supersede any regulation in this Manual; and

(2) In the absence of a closure order entered by the city council, the only other exception to the authorization for the possession and consumption of alcoholic beverages in accordance with the social district ordinance is when an applicant has properly rented the Rotary Pavilion at Bicentennial Park and indicated on the rental application a preference to restrict the possession and consumption of alcoholic beverages within the reserved area for the duration of the event rental. The Recreation Services Director is authorized to grant such a request so long as the following conditions are satisfied by the applicant:

(a) The rental area for which the restriction on alcoholic beverages is requested cannot extend beyond the Rotary Pavilion structure and the associated grassy areas within Bicentennial Park. A request to limit the applicability of the social district ordinance beyond the above-listed areas, specifically including any portion of the municipal parking lot, can only be granted by means of a closure order from the city council. In order for such a request to be heard by the council, the application for a closure order must be submitted to the city manager's office a minimum of 10 business days in advance of the next regular city council meeting; and

(b) In addition to properly completing the city-provided rental application form, a request to restrict alcoholic beverages within the rental area must be accompanied by a diagram of the area for which the restriction on alcoholic beverages is requested. This diagram must also depict the signage that will be used to give third parties reasonable notice of the alcoholic beverage restriction in place for the rental area. No restriction sought by a rental applicant can be approved and enforced unless and until the applicant provides a diagram and plan demonstrating to the satisfaction of the Recreation Services Director, in consultation with the Asheboro Police Department, that the relevant regulations have been satisfied and adequate notice has been given to third parties of the alcoholic beverage restrictions in place for the rental area. The continued enforceability of the alcoholic beverage restriction will be contingent on the event organizers maintaining conformity with the approved plan for providing notice of the rental event restrictions.

In order to assist applicants who may wish to request alcoholic beverage consumption and possession restrictions in accordance with this section, the cultural and recreation services departments may provide copies of aerial views of Bicentennial Park that can be used to prepare a diagram with the proposed signage for the event area where alcoholic beverages

will be restricted. Signage that can be used by a renter to give public notice of the alcoholic beverage restrictions may also be provided by the cultural and recreation services departments. Any fees associated with these services will be included as part of the Asheboro Cultural and Recreation Services Schedule of Deposits, Fees, and Charges.

EXHIBIT 2

ARTICLE XVIII. MISCELLANEOUS PROVISIONS

Section 18.1 Returned Checks

When a check for payment of deposits, fees, and/or charges owed to the Cultural and Recreation Services Departments are returned for insufficient funds or other reasons, there will be a charge of $25.00 added to the amount due.

Section 18.2 Schedule of Deposits, Fees, and Charges

The amount of a deposit, fee, or any other type of charge to be collected by the Cultural and Recreation Services Departments shall be set in accordance with this manual and/or the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments. This schedule shall be approved by the Asheboro City Council and maintained in the offices of the City Clerk and the Recreation Services Superintendent. In the event of a conflict between the provisions of this manual and the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments, the provisions of the City of Asheboro Cultural and Recreation Services Policy Manual shall control and be determinative of the monetary sum to be collected in good funds by the Cultural and Recreation Services Departments.

Section 18.3 Coordinated Safety Measures in the City's Cultural and Recreational Facilities

As part of its efforts to support a high quality of life for the citizens of Asheboro, the city strives to provide cultural and recreational opportunities through programming and facilities that are open and inviting to everyone. If prompt action is not taken when a crime is committed within or on the premises of a city cultural or recreational facility, individuals and their families can develop safety and security concerns that prevent the beneficial use of the services offered by the city.

The creation of such fear and trepidation about the use of city cultural or recreational facilities creates an impediment to the use of these services and facilities as real as any physical barrier. The following safety measures are designed to remove, in a measured and balanced manner, any such barriers to the full use of the city's cultural and recreational programming:

(A) *Violations of the criminal law are prohibited.* A violation of the criminal law, whether the crime is labeled a felony or misdemeanor, within the city's cultural or recreational facilities undermines the sense of safety and well-being that is needed to create a positive and supportive environment that is welcoming to everyone. A violator of the criminal law is subject to the suspension of his or her privilege to use the cultural or recreational facility where the offense occurred. When a sworn law enforcement officer develops probable cause to believe that an individual has committed a crime, whether a felonious or misdemeanor offense, on or within the premises of a city cultural or recreational facility and the individual is in fact arrested, such an offender shall be banned from the facility/premises where the offense occurred in accordance with the banning procedures provided herein.

(B) *Banning procedures.* The city manager, recreation services director, and chief of police, and their designees, are authorized to ban individuals from specific city

cultural or recreational facilities/premises when, and only when, a sworn law enforcement officer has developed probable cause to believe that the individual to be banned from the facilities/premises has committed a criminal offense in or on the facilities/premises in question and has in fact been arrested.

(1) The ban will commence upon the violator's receipt of the city's standardized banning notice, which is also referred to as a No Entry Order/No Trespass Notice.

(2) The ban will only be applicable to the facilities or premises where the criminal offense(s) that caused the issuance of the ban notice(s) occurred. The banned individual will be able to use other city cultural or recreational facilities/premises in accordance with the terms of usage in place for all citizens.

(3) The duration of the ban indicated on the banning notice will be one of the following three periods of time: 90 days, 180 days, or 365 days.

(a) The city official who completes the banning notice will indicate on the form that the duration of the ban is 90 days if the banned individual is not currently subject to an active No Entry Order/No Trespass Notice.

(b) If the banned individual is subsequently arrested for a criminal offense at a city cultural or recreational facility/premises before the expiration of the initial 90-day ban period, a new No Entry Order/No Trespass Notice will be issued for the facilities/premises where the new offense occurred along with, if different from the location of the new offense, the facilities/premises previously listed in the active No Entry Order/No Trespass Notice. The duration of the new No Entry Order/No Trespass Notice for the listed location(s) will be 180 days.

(c) If another arrest for a criminal offense at a city cultural or recreational facility/premises is made before the 180-day ban period is completed, a new No Entry Order/No Trespass Notice will be issued to indicate that the duration of the ban is 365 days for all of the listed city cultural or recreational facilities/premises where the banned individual has been arrested. The maximum duration of any single ban notice is 365 days. Each subsequent arrest for a crime committed by the banned individual at a city cultural or recreational facility/premises while such an individual is subject to an active 365-day banning notice will result in the issuance of a new No Entry Order/No Trespass Notice banning the individual for another 365 days from the listed cultural and recreational facilities where he or she has been arrested.

(d) Regardless of the number of No Entry Orders/No Trespass Notices previously issued to an individual, the duration of a ban starts at 90 days if there are no active banning notices associated with an individual at the time of his or her arrest.

(C) *Enforcement of banning notices.* An individual who is banned from specified cultural or recreational facilities/premises for a stated period of time by means of the issuance of a No Entry Order/No Trespass Notice will be prosecuted to the fullest extent of the law for criminal trespass if such an individual enters into or onto the facilities/premises from which he or she has been banned prior to the expiration of the No Entry Order/No Trespass Notice.

(D) *Appeals.* Any individual who receives a No Entry Order/No Trespass Notice may request a review of such action by filing a written notice of appeal with the city's recreation services director. The following procedures will be followed in connection with such appeals:

(1) An appeal must be made in writing and filed within 10 business days of the date of the No Entry Order/No Trespass Notice. The written appeal must be filed with the Office of the City of Asheboro Recreation Services Director at 241 Sunset Avenue, Asheboro, North Carolina 27203.

(2) Notice of the appeal must be filed on a form provided by the recreation services director's office. On this form, the appellant must state with particularity the grounds for the appeal, reasons for removing the ban, and an explanation of how the appellant will avoid future criminal actions at the city's cultural or recreational facilities/premises.

(3) The notice of appeal will be processed by the recreation services director, but the appeal will be decided by the city manager.

(4) Once the notice of appeal is properly filed with the recreation services director, an appeal hearing will be scheduled and conducted by the city manager as soon as is practicable. Written notice of the date, time, and location of such a hearing will be mailed to the address listed by the appellant on the notice of appeal.

(5) After conducting the hearing and considering the available evidence, the city manager may reverse, modify, or affirm the action taken to ban the appellant from city cultural or recreational facilities/premises. The city manager's decision is final, and there shall be no appeal from the decision of the city manager to the city council.

(6) The city manager shall render a decision within 5 business days of the conclusion of the hearing. The decision shall be mailed to the appellant at the address listed by the appellant in the notice of appeal.

(7) An appeal of a ban to the city manager stays all proceedings and actions by city officials, specifically including the filing of any trespass charges, in furtherance of the No Entry Order/No Trespass Notice. Such a stay shall be effective from the time the written notice of appeal is formally accepted by personnel within the recreation services director's office until three business days after the city manager's written decision is placed in the custody of the United States Postal Service for delivery to the appellant.

(8) The only exceptions to this right of appeal to the city manager are attempts to appeal an action taken by sworn law enforcement officers in compliance with a court order or to appeal an action that is pending in the criminal courts. Any appeal pertaining to a criminal case or an order from a judicial official must be addressed in accordance with laws and rules applicable to the court with jurisdiction to consider the matter for which judicial review is sought.

(9) A decision rendered by the city manager applies only to the specific No Entry Order/No Trespass Notice from which an appeal was taken.

(10) N*on-exclusivity*. Nothing in this section shall limit the use by the city or any other governmental entity of any or all applicable criminal sanctions and/or civil remedies for violations of the rules applicable to a facility or for violations of federal, state, or local laws and regulations.

Section 18.4 **Zoo City Social District**

Certain facilities administered by the cultural and recreation services departments are either in or contiguous to the Zoo City Social District. The city does not hold an ABC permit that would authorize the sale by the city of an alcoholic beverage for consumption in the social district. With the exception of Bicentennial Park, no alcoholic beverages may be brought into facilities administered by the cultural and recreation services departments. The controlling

regulations within this Manual for the consumption and possession of alcoholic beverages in the Bicentennial Park facility are found in Article XII of the Manual.

(b) An Ordinance Amending the Asheboro Cultural and Recreation Services Schedule of Deposits, Fees, and Charges

With the adoption of the immediately preceding ordinance, a new service option became available at the Bicentennial Park facility. When a new service option is offered, the fee schedule must be amended to reflect the associated charge. Thus, Recreation Services Director Jonathan Sermon recommended the adoption, by reference, of an ordinance amending the fee schedule to reflect the charge for a new service connected to the implementation of social district regulations and procedures within the Bicentennial Park facility.

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

ORDINANCE NUMBER 23 ORD 5-22

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE AMENDING THE ASHEBORO CULTURAL AND RECREATION SERVICES SCHEDULE OF DEPOSITS, FEES, AND CHARGES

WHEREAS, the Asheboro Cultural and Recreation Services Schedule of Deposits, Fees, and Charges (the "Fee Schedule") is used to determine the amount of money to be collected from individuals and organizations wishing to utilize various cultural and recreation services, including facility/equipment rentals, offered by the city; and

WHEREAS, the recreation services director and the city manager have recommended updating the Fee Schedule to account for additional services offered in response to the city council's establishment of the Zoo City Social District; and

WHEREAS, the proposed amendments to the Fee Schedule are attached to this Ordinance as EXHIBIT 1 and are hereby incorporated into this Ordinance by reference as if copied fully herein; and

WHEREAS, the Asheboro City Council concurs with the recommendations made by the recreation services director and the city manager.

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

Section 1. The Fee Schedule is hereby rewritten to provide as specified in EXHIBIT 1. The provisions of the Fee Schedule that are not explicitly modified by the contents of EXHIBIT 1 shall continue in full force and effect without alteration.

Section 2. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 3. This Ordinance shall be in full force and effect upon and after May 20, 2022.

This Ordinance was adopted by the Asheboro City Council in open session during a special meeting held on the 20th day of May, 2022.

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

ATTEST:

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

EXHIBIT 1

ASHEBORO CULTURAL & RECREATION SERVICES
Schedule of Deposits, Fees, and Charges

Adopted:
Effective: May 20, 2022

Denotes Proposed Changes / Additions

BASEBALL/SOFTBALL FIELD RENTAL	***Rec Card Fees***	***Non-Resident Fees***
Rental per hour (no lights)	**$15.00**	**$20.00**
Rental per hour (with lights)	**$25.00**	**$35.00**
Tournament rentals		
One field facility (per weekend)	**$175.00**	**$225.00**
Two field facility (per weekend)	**$300.00**	**$400.00**
Concession Stand & Restrooms	**$50.00**	**$65.00**
Additional Field Preparation	**$45.00**	**$60.00**

DISC GOLF COURSE	***Rec Card Fees***	***Non-Resident Fees***
Tournament Rental per Day (8 hours)	**$100.00**	**$175.00**

DOWNTOWN FARMERS' MARKET	***Applies to All***
Daily Fee - 1 space	**$5.00**
Daily Fee - 2 spaces *(if granted by Market Manager)*	**$15.00**

GATEKEEPER'S HOUSE	***Applies to All***	
Security Deposit (refundable)		**$100.00**
Non-Profit / Government Rate (per hour)		**$15.00**
	Rec Card Fees	***Non-Resident Fees***
Daily Rate (per hour)	**$25.00**	**$35.00**

GOLF COURSE	*Rec Card Fees*	*Non-Resident Fees*
Walking Only		
Any Day	**$8.00**	**$10.00**
Riding (9 holes) ***Includes Greens Fees***		
Any Day	**$15.00**	**$18.00**
Riding (18 holes) ***Includes Greens Fees***		
Any Day	**$21.00**	**$25.00**
Twilight (18 holes) ***After 3pm Daily. Includes cart & green fees.***		
Weekday	**$16.00**	**$20.00**
Membership Rates		
Individual	**$365.00**	**$465.00**
Junior Summer (June - August)	**$75.00**	**$125.00**
Senior	**$290.00**	**$390.00**
Senior Couple	**$475.00**	**$575.00**
Family (Up to 4 at the same residence)	**$600.00**	
Member Cart Fee		
Nine Holes	**$6.00**	**$7.00**
Eighteen Holes	**$11.00**	**$13.00**

LAKE LUCAS	*Rec Card Fees*	*Non-Resident Fees*
Daily fishing permit	**$3.00**	**$4.00**
Annual fishing permit	**$35.00**	**$50.00**
Daily Canoe/Kayak rental	**$6.00**	**$10.00**
Daily Canoe/Kayak launch fee	**$2.50**	**$3.50**
Annual Canoe/Kayak launch fee	**$35.00**	**$50.00**
Daily Jon boat rental	**$8.00**	**$12.00**
Daily launch fee	**$7.00**	**$9.50**
Annual launch fee	**$100.00**	**$135.00**
Kayak rental spaces	**$60.00**	**$85.00**
Boat rental spaces	**$150.00**	**$200.00**

LAKE REESE	*Rec Card Fees*	*Non-Resident Fees*
Daily launch fee	**$7.00**	**$9.50**
Daily Canoe/Kayak launch fee	**$2.50**	**$3.50**
Annual Canoe/Kayak launch fee	**$35.00**	**$50.00**
Annual launch fee	**$100.00**	**$135.00**
Daily duck hunting (per boat)	**$12.50**	**$16.00**

RECREATION CENTER	*Applies to All*
Adult Lap Swim	**$2.00**

	Rec Card Fees	*Non-Resident Fees*
Aquatic & Group Fitness Classes	**$2.00**	**$3.00**
Class Pass *(15 admissions)*	**$20.00**	**$35.00**
Open Gym Activities	**$1.00**	**$2.00**
Senior Programs		
Aquatic & Group Fitness Classes	**FREE**	**$1.00**
Lap Swim	**FREE**	**$1.00**
Open Gym Activities	**FREE**	**$1.00**
Senior Games Practice Activities	**FREE**	**FREE**
Rentals		
Security Deposit	**$100.00**	**$100.00**
Conference Room Rental *(per hour)*	**$20.00**	**$30.00**
Multipurpose Room Rental *(per hour)*	**$40.00**	**$60.00**
Gym Rental *(per hour)*	**$60.00**	**$90.00**
Pool Rental (2 hours)	**$120.00**	**$180.00**
Pool Rental (3 hours)	**$180.00**	**$270.00**

** All pool rentals are limited to a maximum capacity of 30 persons.*

** Each pool rental includes 1 Manager, 2 Lifeguards and the use of the party room for food and beverages.*

ROTARY PAVILION AT BICENTENNIAL PARK		*Applies to All*
Security Deposit (refundable)		**$75.00**
Non-Profit / Government Rate		**$225.00**
Facility / Equipment Signage Rental (event optional)		**$20.00**
	Rec Card Fees	*Non-Resident Fees*
Daily Rate	**$325.00**	**$400.00**

RUNNING / WALKING EVENTS	*Non-Profit Group Fees*	*Event Fees*
Bicentennial Park Certified 5K Course	**$225.00**	**$300.00**
Memorial Park Certified 5K Course	**$300.00**	**$400.00**
Memorial Park Certified 10K Course	**$375.00**	**$500.00**
Non-Conforming Courses (Any course that is not listed above)	**$525.00**	**$700.00**

* All Non-Conforming Courses must receive City staff approval.

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

SHELTER RENTAL	*Rec Card Fees*	*Non-Resident Fees*
Eastside, Frazier, Kiwanis, Lake Lucas, Memorial Lower, North Asheboro Park		
1/2 Day: ***10am - 3pm or 3:30pm - Dark***	**$10.00**	**$20.00**
Full Day	**$20.00**	**$40.00**

Memorial Park Upper

1/2 Day: ***10am - 3pm or 3:30pm - Dark***	**$18.00**	**$35.00**
Full Day	**$35.00**	**$70.00**

SKATE PARK	***Rec Card Fees***	***Non-Resident Fees***
Daily Admission	**$1.00**	**$2.00**
15 Admission Pass	**$10.00**	**$25.00**
1 Year Unlimited Pass	**$150.00**	**$300.00**
Party Room Rental *(per hour)*	**$20.00**	**$30.00**

SUNSET THEATER	***Applies to All***
Security Deposit	**$100.00**
Dark / Rehearsal (Multi day use, 4 hour max)	**$60.00**
General Meeting / Party Rental (4 hour max)	**$100.00**
Non-Profit / Government / School Group (Single day use, 8 hour max)	**$175.00**
Private Event (8 hour max)	**$300.00**
Commercial / For Profit (8 hour max)	**$450.00**

SWIMMING POOLS		***Applies to All***
Public Swim (day)		
2 years old & under (with paying adult)		**FREE**
3 years old and above		**$3.00**
Public Swim (night)		
2 years old & under (with paying adult)		**FREE**
3 years old and above		**$2.00**
Public Lap Swim		**$2.00**
Lifeguard Training Class		**$225.00**
	Rec Card Fees	***Non-Resident Fees***
Public Senior Swim	**FREE**	**$1.00**
Swimming Lessons (group)	**$25.00**	**$30.00**
Swimming Lessons (private)	**$50.00**	**$60.00**
Swim Pass (15 admissions)	**$30.00**	**$40.00**
***Pool Rental (0 - 50 people for 2 hours)**	**$150.00**	**$225.00**
Includes 1 Manager & 2 Lifeguards		
***Pool Rental (0 - 50 people for 3 hours)**	**$225.00**	**$300.00**
Includes 1 Manager & 2 Lifeguards		
***Each Additional Lifeguard**	**$30.00**	**$30.00**

** If party attendance exceeds 50 people, 1 additional lifeguard is REQUIRED for every 25 additional people*

TENNIS CENTER	***Rec Card Fees***	***Non-Resident Fees***
Lights per hour per court	**$3.00**	**$4.00**

YOUTH SPORTS FEES	*Rec Card Fees*	*Non-Resident Fees*
Registration Fee	**$30.00**	**$50.00**
Late Registration Fee	**$10.00**	**$10.00**

** Late Registration applies to all registration forms received after the advertised registration deadline.*

Participants who reside within the City Limits of Asheboro must obtain a Rec Card in order to receive the Rec Card Rate.

[City Clerk Notation: The above-listed ordinances were considered and acted upon in the order stated herein. The meeting agenda erroneously listed the two ordinances in reverse order. However, without objection from any party, the items were considered in the above-stated order that was recommended by the recreation services director.]

3. Overview of the Proposed Budget for Fiscal Year 2022-2023

City Manager Ogburn utilized a slide show to present details and highlights of the proposed budget for the City of Asheboro for the upcoming fiscal year. The fiscal year 2022-2023 budget is balanced at $61,207,222.

The proposed budget recommends no change in the current property tax rate of $0.665 cents per $100.00 valuation. An increase is recommended for the garbage and recycling collection fees. Additionally, an increase is recommended for water and sewer fund rates.

The public hearing on the proposed budget for fiscal year 2022-2023 will be held during the council's regular meeting on June 9, 2022. A copy of the proposed annual budget for fiscal year 2022-2023, as well as the slide show utilized by Mr. Ogburn during this special meeting, is on file in the city clerk's office.

No action on the proposed budget was requested of the council during this special meeting, and none was taken.

At approximately 11:51 a.m., Mayor Smith recessed the meeting to allow time for the council members to eat lunch and travel to McCrary Ballpark

4. McCrary Park

At approximately 12:35 p.m., Mayor Smith reconvened the meeting at McCrary Park located at 138 Southway Road in Asheboro. All of the elected officials present at the public works facility when the special meeting initially convened at 10:00 a.m. were also present when the meeting reconvened at McCrary Park.

City Engineer Michael Leonard, PE and his team discussed the on-going improvements and renovations at the facility. The elected officials used the opportunity to see first-hand the work that has been completed.

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

There being no further business to conduct, the meeting was adjourned at approximately 1:10 p.m.

_____ _____

Holly H. Doerr, CMC, NCCMC, City Clerk **David H. Smith, Mayor**

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on April 4, 2022

The Asheboro ABC Board met on Monday, April 4, 2022, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC. Present at the board meeting were the Chair, Board Members Steve Knight and Bob Morrison and General Manager Rodney Johnson (GM). A quorum being present, the Chair called the meeting to order for the transaction of business and business transacted as follows:

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

Board Minutes from the March 7, 2022, meeting were reviewed and approved by the Board.

Marcelo Pariz was in attendance as a guest.

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

Monthly drafts and EFT payments were reviewed.

Due to supply chain issues and costs, the owners of properties (Allred property and Callicutt property) being considered as a location for a second store are not prepared to move forward at this time. The Board will revisit the issue at least quarterly.

The Board heard reports from the General Manager concerning the following sales statistics:

1. Asheboro ABC sales statistics comparing:
    - March 2022 sales with the previous month indicate:
        - An overall +12.8% change (all sales and tax collections)
    - March 2022 sales with sales from the same month last year indicate:
        - Retail Sales +2.6%
        - Mixed Beverage Sales: -2.4%
        - Overall Collections: +1.89%
    - March 2022 bottle sales with bottle sales from the same month last year indicate:
        - Retail Bottle Sales: +1.4%
        - Mixed Beverage Bottle Sales: -2.1%
        - Overall Bottle Sales: +1.1%

The next regular Asheboro ABC Board meeting will be held Monday, May 2, 2022, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 5-2-22

GM

Mike Colwell

Stephen R Knight

Phone (336) 629-2530 • Fax (336) 629-2704
700 South Fayetteville Street, Asheboro, NC 27203

BUDGET MESSAGE FOR FISCAL YEAR 2022-2023

North Carolina General Statute § 18B-702 "Financial operations of local boards" requires the Asheboro ABC Board Finance Officer prepare for the Board's consideration an annual budget applicable for fiscal years. Upon adoption, no monies may be expended except as provided by the budget or as authorized by specific statute.

Retail operation of the Board's single store commenced with its first sale on November 18, 2008. During the first fiscal year of sales (FY Ending June 30, 2010) the single store located at 700 South Fayetteville Street collected $2,666,203.80 in sales and tax revenues. Last fiscal year, ending June 30, 2021, the store collected $5,441,094.05. Revenues for the current fiscal year are expected to exceed $5.8 million dollars, more than doubling FY 2010 collections. The Board currently employs six full-time and four part-time employees.

Since early 2020, our country has experienced the devastation of COVID-19. The pandemic required a rethinking of retail operations to ensure public and employee safety. The Board continues to experience significant supply chain issues (obtaining product) and hiring and retaining qualified employees is a constant challenge. Additional challenges for FY 22-23 include complying with a new law requiring the Board provide delivery service to mixed beverage permit holders and a continued effort to find a suitable location to open a second store. Expense and profit margins remain steady, and the Board will continue making $20,000 monthly distributions to the City Of Asheboro with additional distributions as excess operating capital permits.

On-going goals include continuation of the Board's mission of responsibly controlling the sale and distribution of alcoholic beverages, superior customer service, and operational efficiency designed to increase profit margins.

The Asheboro ABC Board Budget Ordinance for fiscal year July 1, 2022, through June 30, 2023, prepared in accordance with governing laws and the Board's stated desire to continue a responsibly sound fiscal policy, is hereby presented to the Board for consideration.

Respectfully submitted this 20th day of May 2022.

Rodney E. Johnson
General Manager
Budget Officer

Attachment: Proposed Budget Ordinance for Fiscal Year 2022-2023

cc: Jeff Sugg, City of Asheboro
NC ABC Commission

J. Brooke Schmidly, Chair • Stephen R. Knight, Board Member
Robert E. Morrison, Board Member • Rodney E. Johnson, General Manager

ASHEBORO ABC BOARD
Proposed Budget for Fiscal Year 2022-2023

Sales		5,948,000.00
Other Income		
	Gross Sales	**5,948,000.00**
Less Taxes		1,410,000.00
	Net Sales	**4,538,000.00**
Less Cost of Sales		3,085,840.00
	Gross Profit	**1,452,160.00**
Less		
Salaries, benefits and fees		457,000.00
Payroll taxes		36,641.36
Rent		64,800.00
Repairs and maintenance		10,800.00
Utilities		15,550.00
Insurance - general and bonds		17,000.00
Supplies and janitorial		16,000.00
Travel and training		2,500.00
Professional services		17,100.00
Dues and subscriptions		550.00
Bank fees and charges		63,000.00
Miscellaneous & Contingencies		5,138.64
	Total Operating Expenses	**706,080.00**
	Operating Income	**746,080.00**
Less:		
Capital Expenditures		
	Capital Improvements	-
		-
	Net Income before Distributions	**746,080.00**
Less:		
Distributions		
Law Enforcement		43,300.00
Alcohol Education and Rehab		52,780.00
City of Asheboro General Fund		560,000.00
	Total Distributions	**656,080.00**
	Net Income after Distributions	**90,000.00**
Less:		
Retained Working Capital (Future Facility Fund)		40,000.00
Retained for Capital Improvements		50,000.00
	Total Retained	**90,000.00**
	Net Income	-

Submitted to the Asheboro ABC Board this 20th day of May, 2022.

Rodney E. Johnson, General Manager

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION HONORING FIRE INSPECTOR JOHN WILLIAM RUSSELL UPON HIS RETIREMENT FROM EMPLOYMENT WITH THE CITY OF ASHEBORO

WHEREAS, John William Russell ("Fire Inspector Russell"), who served as a Fire Lieutenant immediately prior to his appointment as a Fire Inspector on January 1, 2018, has provided honorable, skilled, and dedicated service to the City of Asheboro and its citizens since the date of his initial employment with the Asheboro Fire Department on January 1, 1997; and

WHEREAS, Fire Inspector Russell began his retirement from employment with the City of Asheboro on June 1, 2022; and

WHEREAS, pursuant to and in accordance with Section 160A-294.1 of the North Carolina General Statutes, the Asheboro City Council wishes to recognize and honor this dedicated public servant by awarding to Fire Inspector Russell, at a minimal monetary cost, the fire helmet most recently assigned to him by the city; and

WHEREAS, due to the extended use of the badge assigned to Fire Inspector Russell and the fact that this badge cannot be placed in the market place without posing a risk of facilitating the impersonation of a City of Asheboro fire official and thereby creating a threat to public safety, the Asheboro City Council has concluded, consistent with Section 160A-266(d) of the North Carolina General Statutes, that the city's use of the referenced badge ceased at the end of the day on May 31, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, on behalf of the citizens of Asheboro, the governing board extends its sincere thanks and appreciation to Fire Inspector Russell for his public service; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, in consideration and recognition of his dedicated service, Fire Inspector Russell is to be awarded, at less than fair market value, ownership of the fire helmet most recently issued to him by the City of Asheboro; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, in furtherance of this recognition of a valued public servant, the city staff is hereby directed to convey to John William Russell, on or after June 1, 2022, his Asheboro Fire Department helmet for a purchase price of one dollar ($1.00); and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the city staff is hereby directed to convey to John William Russell, on or after June 1, 2022, and without charge, the badge most recently assigned to him by the city.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 9th day of June, 2022.

_____

David H. Smith, Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND AND CLOSE
WATER & SEWER SYSTEMS IMPROVEMENT FUND (#70)
FY 2021-2022

WHEREAS, the last ordinance to amend the Water & Sewer Systems Improvements Fund was approved December 10, 2015.

WHEREAS, this amendment aligned budgeted expenses for Filter improvements at the Water Treatment Plant with funding provided by the Division of Environmental Quality in the form of a DWSRF Loan.

WHEREAS, the City of Asheboro has completed the various improvements outlined for this project and have had no other large projects with expenses that need to be kept separate from the Water & Sewer Operating Fund.

WHEREAS, the City Council of the City of Asheboro desires to amend the budget as required by law to align revenue and expense budgetary allocations with actual expenses and remit unspent funds back to the Water & Sewer operating fund.

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

THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina that the changes are made and the Water & Sewer System Improvements Project (fund #70) is hereby closed.

Section 1: That the following revenues be increased / decreased:

Account #	Revenue Description	Increase / (Decrease)
70-367-3002	W&S Fund Cont.- Tot Hill / Airport lift station	(208,697)
70-367-3005	W&S Fund Cont.– Tot Hill Farm Pump Sta.	400,000
70-380-0001	DWSRF Loan- Filter Project	(191,303)
	Total Revenues Increase / (Decrease)	(0)

Section 2: That the following Expenses be increased / (decreased):

Account #	Expense Description	Increase / (Decrease)
70-850-0000	Tot Hill / Airport Lift Station Construction	(215,121)
70-850-0001	Tot Hill / Airport Lift Station Engineering	(126,240)
70-860-0001	Giles Chapel construction	(150,000)
70-880-0001	Filter Project – construction	106,670
70-880-0003	Filter Project – repair& painting	(87,197)
70-890-3000	Contribution to W&S Fund	471,888
	Total Expense Increase / (decrease)	(0)

ORDINANCE TO AMEND AND CLOSE
WATER & SEWER SYSTEMS IMPROVEMENT FUND (#70)
FY 2021-2022

Adopted this the 9th day of June, 2022

_____
David H. Smith, Mayor

ATTEST:

_____
Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2021-2022

WHEREAS, The City Council of the City of Asheboro desires to amend the budget as required by law to adjust for changes in revenues in comparison to the current fiscal year adopted budget as a result of the closure of the Water & Sewer Systems Improvement Fund (#70) and the transfer of surplus budget allocations in the project fund back to the Water & Sewer Fund.

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

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

That the following Revenue line item be increased / (decreased):

Account #	Expense Description	increase / (decrease)
30-399-0000	Fund Balance Allocation	(471,888)
30-397-7000	Contribution from Capital Project	471,888
	Total Increase / (Decrease)	0

Adopted this 9th day of June, 2022

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

LGC-205 **CONTRACT TO AUDIT ACCOUNTS** Rev. 11/2021

The	Governing Board City Council
of	Primary Government Unit City of Asheboro
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name William R. Huneycutt, CPA, PLLC
	Auditor Address 221 South Fayetteville Street, Asheboro, North Carolina 27203

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/22	Audit Report Due Date 10/31/22

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). **The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.**

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* **if the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200** *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
Deborah Reaves	Finance officer/ City of Asheboro	dreaves@ci.asheboro.nc.us

OR Not Applicable ☐ *(Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	City of Asheboro
Audit Fee	$ 31,800
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$ -0-
Writing Financial Statements	$ 5,000
All Other Non-Attest Services	$ -0-
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$ 27,560.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* William R. Huneycutt, CPA, PLLC	
Authorized Firm Representative (typed or printed)* William R. Huneycutt	Signature*
Date* 5/20/22	Email Address* steve@wrhuneycuttcpa.com

GOVERNMENTAL UNIT

Governmental Unit* City of Asheboro	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* David Smith, mayor	Signature*
Date	Email Address dreaves@ci.asheboro.nc.us

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Deborah Reaves	Signature*
Date of Pre-Audit Certificate*	Email Address* dreaves@ci.asheboro.nc.us

WILLIAM R. HUNEYCUTT
CERTIFIED PUBLIC ACCOUNTANT
221 S. FAYETTEVILLE STREET, ASHEBORO, NC 27203

May 17, 2022

Mr. David Smith, Mayor and
City Council of the City of Asheboro
146 N. Church Street
Asheboro, NC 27203

I am pleased to confirm our understanding of the services I am to provide for the City of Asheboro for the year ended June 30, 2022.

Audit Scope and Objectives

I will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City of Asheboro as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Asheboro's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, I will apply certain limited procedures to the City of Asheboro's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Law Enforcement Officers' Special Separation Allowance Schedules
3. Other Postemployment Benefits Schedules
4. Local Government Employees' Retirement System Schedules

I have also been engaged to report on supplementary information other than RSI that accompanies the City of Asheboro's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and I will provide an opinion on it in relation to the financial statements taken as a whole, in a report combined with my auditor's report on the financial statements:

1. Budgetary Comparison Schedule
2. Combining and Individual Fund Financial Statements and Schedules
3. Schedule of Expenditures of Federal and State Awards

In connection with my audit of the basic financial statements, I will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, I conclude that an uncorrected material misstatement of the other information exists, I am required to describe it in my report.

1. Introductory Information
2. Statistical Tables

The objectives of my audit are to obtain reasonable assurance about whether the City of Asheboro's financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes my opinions about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on the City of Asheboro's:

- Internal control over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 *U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

I will conduct my audit in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance and the State Single Audit Implementation Act, and other procedures I consider necessary to enable me to express such opinions. As part of an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, I will exercise professional judgement and maintain professional skepticism throughout the audit.

I will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. I will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may exist and not be detected by me, even though the audit is properly planned and performed inaccordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, I will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to my attention. I will also inform you of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. I will include such matters in the reports required for a Single Audit. My responsibility as auditor is limited to the period covered by my audit and does not extend to matters that might arise during any latter periods for which I am not engaged as auditor.

I will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, funding sources, and financial institutions, an overview of the type of work to be performed on the financial information of component units, including the basis for a decision to make reference to a component auditor in the auditor's report. I will request written representations form your attorneys as part of this engagement, and they may bill you for responding to this inquiry.

I have identified the following significant risk of material misstatement as part of my audit planning: with the implementation of Governmental Accounting Standards Board (GASB) No. Statement 87 – Leases, there is a risk that assets and liabilities could be materially understated on the Statement of Financial Position.

My audit of your financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

My audit will include obtaining an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for my opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal controls. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, I will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that I consider relevant to preventing or detecting material noncompliance with compliance requirements, applicable to each of the City of Asheboro's major federal and state award programs. However, my tests will be less in scope than would be necessary to render and opinion on those controls, and accordingly, no opinion will be expressed in my report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, I will express no such opinion. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards* and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the City of Asheboro's compliance with applicable laws, regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and I will not express such an opinion in my report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that I also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations and the terms and conditions of federal and state awards applicable to major programs. My procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the Audit Manual for Governmental Auditors in North Carolina, issued by the Local Government Commission, for the types of compliance requirements that could have a direct and material effect on each of the City of Asheboro's major programs. For federal programs that are included in the Compliance Supplement, my compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to the audit. The purpose of those procedures will be to express an opinion on the City of Asheboro's compliance with requirements applicable to major programs in my report on compliance issued pursuant to the Uniform Guidance.

Other Services

As part of the audit, I will assist with the preparation of your financial statements, schedule of expenditures of federal and state awards, and related notes in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards.* I will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. I, in my sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal and state awards, and related notes, and any other nonaudit services I provide and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter my assistance with the preparation of the financial statements and the schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved them prior to their issuance and have accepted full responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

My audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is a reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and the financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles, and for

compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for making drafts of financial statements, all financial records, schedule of expenditures of federal and state awards, all financial records, and related information available to me and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that I may request for the purpose of the audit, and (4) unrestricted access to persons with the government from whom I determine it necessary to obtain audit evidence. At the conclusion of my audit, I will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state awards programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to me in the written representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud or could have a material effect on the financial statements. You are also responsible for informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. Additionally, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts and grant agreements that I may report. Additionally, as required by Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for my review on September 1, 2022.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include my report on the schedule of expenditures of federal and state awards in any document that contains and indicates that I have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes my report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards id issued with my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are responsible for the preparation of the other supplementary information, which I have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include my report on the supplementary information in any document that contains and indicates that I have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing to me previous financial audits, attestation engagements, performance audits, or other engagements or studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

Engagement Administration, Fees and Other

I understand that your employees will prepare all cash, accounts receivable, or other confirmations I request and will locate any invoices selected by me for testing.

At the conclusion of the engagement, I will complete the appropriate sections of the Data Collection Form that summarizes my audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditor's reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. I will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after the receipt of the auditor's report or nine months after the end of the audit period. I will provide copies of my reports to the City of Asheboro; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of William R. Huneycutt, CPA, PLLC and constitutes confidential information. However, pursuant to authority given by law or regulation, I may be requested to make certain audit documentation or individuals available to a grantor agency or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of William R. Huneycutt, CPA, PLLC personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the grantor agency. If I am aware that a federal and state awarding agency, pass-through entity, or auditee is contesting an audit finding, I will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

I expect to issue my reports no later than October 31, 2022. My fees for these services will be at standard hourly rates plus out-of –pocket costs (such as report production, typing, postage, travel copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $36,800. Standard hourly rates vary according to degree of responsibility involved and the experience level of the personnel assigned to your audit. My invoice for these fees will be rendered periodically as work progresses and are payable upon presentation. In accordance with firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If services are terminated due to nonpayment, you will be obligated to compensate for all time expended and to reimburse for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary; I will discuss it with you and arrive at a new fee estimate before additional cost is incurred.

Reporting

I will issue written reports upon completion of my Single Audit. My reports will be addressed to the mayor and City Council of the City of Asheboro. Circumstances may arise in which my report may differ from its expected form and content based on the results of my audit. Depending on the nature of these circumstances it may be necessary for me to modify my opinions, add a separate section, or add emphasis-of-matter or other-matter paragraphs to my auditor's report, or if necessary, withdraw from the engagement. If my opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, I will fully discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed opinions, I may decline to express opinions or to issue a report as a result of this engagement, or I may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering an entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

I appreciate the opportunity to be of service to the City of Asheboro and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know.

If you agree with the terms of this engagement as described in this letter, please sign and return the original.

Sincerely,

William R. Huneycutt, CPA, PLLC

RESPONSE:
This letter correctly sets forth the understanding of the City of Asheboro.

By: _____

Title: Mayor_____

Date:_____

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Report on the Firm's System of Quality Control

To the Owner of William R. Huneycutt, CPA, PLLC and the Peer Review Committee of the NCACPA:

We have reviewed the system of quality control for the accounting and auditing practice of William R. Huneycutt, CPA, PLLC (the firm) in effect for the year ended July 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under Government Auditing Standards, including a compliance audit under the single audit act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of William R. Huneycutt, CPA, PLLC in effect for the year ended July 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. William R. Huneycutt, CPA, PLLC has received a peer review rating of *pass*.

Batchelor, Tillery & Roberts, LLP

January 30, 2020

RZ-22-05: Text amendments to the zoning ordinance regarding signs (Chapter 7 of zoning ordinance) filed by the City of Asheboro

Staff Report

Planning Board Recommendation & Comments to City Council

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

Case # **RZ-22-05**

Date 5/2/22 Planning Board

Applicant City of Asheboro

Legal Description

Text amendments to the Asheboro Zoning Ordinance (Chapter 7, Signs) related to signs.

Requested Action Text amendments are proposed to the Zoning Ordinance to adjust sign area and illumination provisions.

Existing Zone N/A- Text amendment request

Land Development Plan See rezoning staff report

Planning Board Recommendation

During its meeting on May 2, 2022, the Planning Board offered general feedback regarding sign regulations. No specific text amendment was proposed at that time. The Planning Board will be presented with specific text amendment language for recommendation at its June 6, 2022 meeting.

Reason for Recommendation

Planning Board Comments

Rezoning Staff Report

RZ Case # **RZ-22-05** **Date** 6/6/2022 Planning Board

General Information

Applicant City of Asheboro

Address 146 North Church Street

City Asheboro NC 27203

Phone 336-626-1201 Ext. 225

Location N/A- This is a zoning text amendment

Requested Action Text amendments are proposed to the Zoning Ordinance to adjust sign area and illumination provisions.

Existing Zone N/A **Existing Land Use** N/A

Size N/A **Pin #** N/A

Applicant's Reasons as stated on application

See attached.

Surrounding Land Use

North N/A **East** N/A

South N/A **West** N/A

Zoning History The sign ordinance was last amended in June, 2021 to comply with federal case law (RZ-21-02).

Legal Description

Text amendments to the Asheboro Zoning Ordinance (Chapter 7, Signs) related to signs.

Analysis

1. The zoning ordinance related to signs was last updated in 2021, which was prompted by changes in federal case law (Reed v. Town of Gilbert).
2. It was recently noted at a City Council meeting that questions had arisen about permissible sign types, sizes and illumination. Staff was directed to present the City Council with a report on sign issues that had emerged since adoption of the 2021 amendments and to provide an opportunity to change sign ordinance elements that were determined to not align with public expectations.
3. Sign regulations are for "ensuring the protection of property values, the character of the various neighborhoods, the creation of a convenient, attractive and harmonious community, protection against destruction of or encroachment on historic convenience to citizens and encouraging economic development."
4. After receiving feedback from the Planning Board during its May 2, 2022 meeting and considering legal and operational impacts of potential changes, staff has proposed draft amendments for consideration by the Planning Board and City Council. The amendments specifically alter the permissible amount of Electronic Changeable Copy Sign area and establish maximum daytime and nighttime brightness levels. Under the proposal, area allowances would be determined by a property's zoning district instead of regulated uniformly across districts. The proposal also returns the maximum sign area for multi-use development from 300 s.f. to 200 s.f. Only one permit request has been made utilizing the 300 s.f. provision; reverting the maximum area to 200 s.f. increases the likelihood that such signage will be utilized for on-premise advertising and should accommodate the vast majority of permit requests given application history.
5. The proposal maintains the current code's neutral stance with regard to utilizing content for determining on or off premise advertising allowances.

Rezoning Staff Report

RZ Case # **RZ-22-05**

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.*

3.2.3: *The City will require signs that blend harmoniously with the surrounding streetscape and other architectural elements of a site, such as requiring monument style signs that match building architecture, landscaping around signs, and unified sign plans for large-scale developments.*

Design Principle #1 *(LDP Design Principles) states that commercial centers need to have "signs and buildings at a more human scale."*

Rezoning Staff Report

RZ Case # **RZ-22-05**

LDP Goals/Policies Which Do Not Support Request

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

The Land Development Plan supports periodic review of zoning provisions to ensure that emerging issues, including those related to signs, reflect community expectations and that regulations are fair and align with state and federal law. Subsequent to the US Supreme Court case that prompted the 2021 amendments, the Court issued a decision in April, 2022 (City of Austin, Texas v. Reagan National Advertising of Austin, LLC) clarifying constitutional issues relative to sign regulations and that decision also has informed the proposed amendments. In addition, the recommended amendments are presented following staff's analysis of LDP goals and policies, review of codes from other jurisdictions, consideration of enforceability, and discussion that occurred at the May 2, 2022 Planning Board meeting.

Recommendation In light of the above analysis, staff's recommendation is to approve the request, subject to feedback that the Planning Board may have at its June 6, 2022 meeting.

CHAPTER 7
SIGNS
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CHAPTER 7
SIGNS

7.01 FINDINGS OF FACT AND PURPOSE

(A) Signs can obstruct views, distract motorists, displace alternative uses for land, and pose other problems that legitimately call for regulation. The purpose of this Chapter is to further the objectives of the city's adopted land development plan and regulate the size, illumination, movement, materials, location, height and condition of all signs placed on private property for exterior observation, thus ensuring the protection of property values, the character of the various neighborhoods, the creation of a convenient, attractive and harmonious community, protection against destruction of or encroachment on historic convenience to citizens and encouraging economic development. This Chapter allows adequate communication through signage while encouraging aesthetic quality in the design, location, size and purpose of all signs. This Chapter must be interpreted in a manner consistent with the First Amendment guarantee of free speech. If any provision of this Chapter is found by a court of competent jurisdiction to be invalid, such finding must not affect the validity of other provisions of this Chapter which can be given effect without the invalid provision.

(B) A sign placed on land or on a building for the purpose of identification, protection or directing persons to a use conducted therein must be deemed to be an integral but accessory and subordinate part of the principal use of land or building. Therefore, the intent of this Chapter is to establish limitations on signs in order to ensure they are appropriate to the land, building or use to which they are appurtenant and are adequate for their intended purpose while balancing the individual and community interests identified in subsection (A) of this Chapter.

(C) These regulations are intended to promote signs that are compatible with the use of the property to which they are appurtenant, are compatible with the landscape and architecture of surrounding buildings, are legible and appropriate to the activity to which they pertain, are not distracting to motorists, and are constructed and maintained in a structurally sound and attractive condition.

(D) These regulations do not regulate every form and instance of visual communication that may be displayed anywhere within the jurisdictional limits of the City. Rather, they are intended to regulate those forms and instances that are most likely to meaningfully affect one or more of the purposes set forth above.

(E) These regulations do not entirely eliminate all of the harms that may be created by the installation and display of signs. Rather, they strike an appropriate balance that preserves ample channels of communication by means of visual display while still reducing and mitigating the extent of the harms caused by signs.

(F) These regulations are not intended to and do not apply to signs erected, maintained or otherwise posted, owned or leased by state government, the federal government or this City. The inclusion

of “government” in describing some signs does not intend to subject the government to regulation, but instead helps illuminate the type of sign that falls within the immunities of the government from regulation.

(G) These regulations are not intended to and do not apply to traffic control sign devices whose purpose is to promote roadway safety and efficiency by providing for the orderly movement of road users onto and off of streets and roadways, and that provide the guidance necessary for the safe, uniform and efficient operation of all elements of the traffic stream.

(H) Notwithstanding any provision of this Chapter to the contrary, to the extent that this Chapter allows a sign containing commercial speech, it shall allow a sign containing noncommercial speech to the same extent. The noncommercial message may occupy the entire sign area or any portion thereof, and may substitute for or be combined with the commercial message. The sign message may be changed from commercial to noncommercial, or from one noncommercial message to another, as frequently as desired by the sign’s owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this Chapter.

7.02 DEFINITIONS

(A) Commercial Speech. Any sign wording, logo or other representation advertising a business, profession, commodity, service or entertainment for business purposes.

(B) Dilapidated Sign. Any sign that contains or exhibits broken panels, visible substantial rust, visible rot, damaged support structures, holes on or in the sign structure, broken, missing, loose, or bent parts, faded or flaking paint, non-operative or partially non-operative illumination or mechanical devices or which is otherwise unsightly or unkempt.

(C) Election Period Sign. A portable or temporary sign erected for the limited time period beginning on the 30th day before the beginning date of "one-stop" early voting established by state law and ending on the 10th day after the primary or election day.

(D) Electronic Changeable Copy Sign. A sign such as an electronically or electrically controlled message center or reader board, where different copy changes are shown on the same lampbank. Changeable copy signs are not classified as flashing signs.

(E) Flashing Sign. Any illumined sign, except electronic changeable copy signs, on which the artificial light is not maintained stationary or constant in intensity at all times when such sign is in use.

(F) Freestanding Sign. A sign erected and maintained on a freestanding frame, mast or pole not attached to any building, and not including monument signs. All such signs must be permanently affixed to or constructed upon the lot where they are located.

(G) Government Sign. A sign constructed, placed or maintained on behalf of the federal, state or local government or a sign constructed, placed or maintained under the auspices of the federal, state or local government.

(H) Monument Sign. A sign which is permanently mounted on an enclosed base or has support which places the bottom of the sign face less than one foot from the ground.

(I) Multi-Use Development Monument Sign. A monument sign erected on property containing development with five or more businesses.

(J) Multi-Use Development Freestanding Sign. A freestanding sign erected on property containing development with five or more businesses.

(K) Noncommercial Speech. Any message that is not commercial speech, which includes but is not limited to, messages concerning political, religious, social, ideological, public service and informational topics.

(L) Off-Premise Billboard Sign. Any sign authorized by Chapter 5 of this Ordinance which directs attention to a business, commodity, service, or entertainment not conducted, sold or offered on the premises where the sign is located. Signs meeting the standards of this Chapter that direct attention to a business, commodity, service, or entertainment not conducted, sold or offered on the premises where the sign is located shall not be considered an off-premise billboard sign.

(M) Outdoor Inventory Sign. A temporary on premise sign associated with a business that maintains 95 percent of its standard inventory outdoors.

(N) Portable Sign. Any structure, inclusive of an automotive frame, without a permanent foundation or otherwise permanently attached to a fixed location, which can be carried, towed, hauled or driven and is primarily designed to be moved rather than be limited to a fixed location regardless of modifications that limit its movability. Temporary Signs shall not be considered Portable Signs.

(O) Projecting Sign. A sign, other than a wall sign, which projects from and is supported by a wall of a building or structure.

(P) Roof Sign. A sign located on or above the roof of any building, not including false mansard roof, canopy, or other fascia, and extending above the highest portion of the roof.

(Q) Sign. A name, identification, description, display illustration or structure, which is affixed to, painted or represented directly or indirectly upon a building, or other outdoor surface which directs attention to or is designed or intended to direct attention to the sign face or to an object, product, place, activity, person, institution, organization or business. Signs not exposed to view or legible from a street, public right-of-way, or public place shall not be considered a sign.

(R) Sign Area. The space enclosed within the extreme edges of the sign for each sign face, not including the supporting structure, or where attached directly to a building wall or surface, the space within the outline enclosing all the characters of the words, numbers or design. When two identical sign faces are placed back to back so that both faces cannot be viewed from any point at the same time and when such sign aces are part of the same sign structure, the sign areas shall be computed by the measurement of one of the faces.

(S) Sign Face. The entire display surface area of a sign upon, against or through which copy is placed.

(T) Sign Height. Sign Height shall be computed as 1) the distance from the base of the sign at finished lot grade or 2) from the crown of the nearest adjacent street to which the sign is oriented, whichever is higher, to the top of the highest component of the sign. Finished grade shall be the grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign.

(U) Suspended Sign. A sign which is suspended from the underside of a horizontal plane surface, such as a canopy or marquee, and is supported by such surfaces.

(V) Temporary Sign. A banner, pennant, poster or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood or other like materials and that appears to be intended or is determined by the code official to be displayed for a limited period of time. National flags, state or municipal flags, or the official flag of any institution or business, or signs painted or engraved on any canopy or awning structure shall not be considered Temporary Signs.

(W) Wall Sign. A sign affixed directly to, or painted on or otherwise inscribed on an exterior wall, canopy, awning or marquee and confined within the limits thereof of any building and which projects from that surface less than eighteen (18) inches at all points. For multiple occupancy nonresidential buildings, the building face or wall and maximum sign area shall be calculated separately for each separate occupancy.

7.03 SPECIFIC SIGN STANDARDS BY TYPE

Signage shall be permitted subject to the standards in Table 7-1. Additional standards are provided according to zoning district, beginning in Section 7.06.

TABLE 7-1				
SIGN TYPE	**ZONING DISTRICT**	**MAXIMUM AREA (SQ FT)**	**MAXIMUM HEIGHT (FT)**	**SUPPLEMENTAL REGULATIONS**
Freestanding	B2, TH	150	30	Section 7.08
Monument	Residential	50	6	Section 7.06
	OA6, O&I, B1, B3, M	75	6	Section 7.07
	B2, TH, Industrial	125	10	Section 7.08 or 7.09
Multi-Use Development Freestanding or Monument	B2, TH, Industrial	200~~300~~	30	Section 7.08 or 7.09
Multi-Use Development Monument	OA6, O&I, B1, B3, M	125	10	Section 7.07
Projecting and Suspended	OA6, O&I, B1, B3, M	25	Top of wall	Section 7.07
	B2, TH, Industrial	75	Top of wall	Section 7.08 or 7.09
Wall	Residential	7.5% of wall area (40 min., 100 max.)	Top of wall	Section 7.06
	OA6, O&I, B1, B3, M	10% of wall area (40 min., 200 max.)	Top of wall	Section 7.07
	B2, TH, Industrial	15% of wall area (40 min.)	Top of wall	Section 7.08 or 7.09

7.04 PROHIBITED SIGNS

(A) Signs are prohibited in all Districts unless authorized under this Chapter.

(B) Subject to all applicable federal and state laws, only government signs are authorized in public rights-of-way. Except as specifically permitted by this subsection, all signage is prohibited in public rights-of-way.

(C) Signs attached to any utility pole, tree, rock or other natural object.

(D) Flashing signs.

(E) Portable signs that do not comply with the restrictions of this Chapter.

(F) Roof signs.

(G) Signs erected so that any part intrudes into a sight preservation triangle established.

(H) Signs erected that tend to be confused with the warning lights of an emergency or public safety vehicle or obstruct the view of traffic signals or signs.

(I) Dilapidated signs.

(J) Signs not competently constructed of durable materials and made to withstand expected wind velocities and resist damage and deterioration from the weather.

7.05 SIGN PERMIT REQUIREMENTS

(A) In general. A sign permit is required prior to the display and erection of any sign except as provided in this Chapter.

(B) Application for permit.

(1) An application for a sign permit must be filed with the Zoning Administrator on forms furnished by the Planning and Zoning department. The applicant must provide sufficient information to determine if the proposed sign is allowed under this Chapter and other applicable laws, regulations, and ordinances.

(2) The Zoning Administrator or designee must promptly process the sign permit application and approve the application, reject the application, or notify the applicant of deficiencies in the application. Any application that complies with all provisions of this Chapter, the zoning ordinance, and other applicable laws, regulations, and ordinances must be approved.

(3) If the application is rejected, the Zoning Administrator must provide a list of the reasons for the rejection in writing. An application must be rejected for non-compliance with the terms of this Chapter, the zoning ordinance or other applicable law, regulation, or ordinance.

(4) A nonrefundable fee as set forth in the fee schedule adopted by the City Council must accompany all sign permit applications.

(5) Appeals. If the Zoning Administrator denies a permit the applicant may appeal under Chapter 2 of the Asheboro Zoning Ordinance.

7.06 SUPPLEMENTAL SIGN REGULATIONS FOR RESIDENTIAL DISTRICTS

The following sign regulations must apply to all residential zoning districts as indicated.

(A) Residential Districts. R40, R15, R10, R7.5, RA6.

(B) Uses. Legal noncomforming uses and the following uses permitted in residential districts by right, conditional zoning, or special use permit are authorized to erect signage consistent with this Chapter unless specific land use restrictions related to signs are imposed by the City Council: Agricultural Tourism Facility; College/University; Congregate Living Facility; County, Racquet, Tennis & Swim Club; Cultural Facility; Dwelling, Multiple Family; Golf Course; Manufactured Home Park; Place of Assembly – Non-Commercial; Planned Unit Development, Public Use Facility; Recreational Vehicle/Travel Park/Camp; Recreational Vehicle Resort; Schools; Subdivision, Major.

(C) Number not to exceed. A parcel containing a principal use identified in Section 7.06 (B) is eligible for one monument sign permitted per parcel street frontage.

(D) Temporary Signs. A parcel containing a principal use identified in Section 7.06 (B) is eligible for Temporary Signage. Temporary signs, banners, pennants, flags, streamers, balloons or other windblown devices may be erected on parcels containing a principal use identified in Section 7.06 (B) for not more than 60 days in a calendar year. Windblown devices are objects designed to inform or attract attention, all or part of which is set in motion by or remains inflated by wind, mechanical, electrical or any other means. A zoning compliance permit shall be issued that identifies the days covered by the permit and shall be on display at the establishment. The cumulative total of all sign area shall not exceed 50 square feet, no sign shall exceed eight feet in height, and all signs shall be located outside of the public right-of-way and shall not impede visibility from a street, alley or driveway. Signs described in this section that will be displayed for a period of less than 48 hours shall not require a Zoning Compliance Permit.

(E) Election Period Sign. All uses permitted in residential districts shall be allowed to erect election period signage. Signs shall be no larger than 16 square feet and height no higher than six feet. No permit shall be required for such signs.

(F) In addition to signs otherwise authorized under this Chapter, all uses permitted in residential districts shall be allowed two signs of any type expressing noncommercial speech per parcel street

frontage with a sign face no larger than twelve square feet and a height no higher than six feet on the property at any time; no permits are required.

7.07 SUPPLEMENTAL SIGN REGULATIONS FOR OFFICE, NEIGHBORHOOD BUSINESS, CENTRAL BUSINESS AND MERCANTILE DISTRICTS

The following sign regulations must apply to all office, neighborhood business, central business, and mercantile zoning districts as indicated.

(A) Districts. OA6, O&I, B1, B3 and M.

(B) Uses. All uses permitted in office, neighborhood business, and mercantile zoning districts by right, conditional zoning, or special use permit are authorized to erect signage consistent with this Chapter unless specific land use restrictions related to signs are imposed by the City Council.

(C) Number not to exceed. A parcel is eligible for either monument or, if permitted, multi-use development signage. One monument or multi-use development sign is permitted per parcel street frontage.

(D) Electronic Changeable Copy Signs. Electronic Changeable Copy Signs are allowed a maximum size of ~~up to~~ 33~~80~~ percent of the ~~amount of~~ sign face area and shall not exceed the maximum height of the sign type utilized. Electronic changeable copy signs shall operate on a five second minimum delay. Maximum brightness levels for electronic changeable copy signs shall not exceed 5,000 nits during daylight hours and shall not exceed 500 nits between dusk and dawn, as measured from the sign face.

(E) Projected and Suspended Signs. No part of such sign shall be less than eight feet above the ground or other surface that it overhangs.

(F) Temporary Signs. Temporary signs, banners, pennants, flags, streamers, balloons or other windblown devices may be erected for not more than 60 days in a calendar year. Windblown devices are objects designed to inform or attract attention, all or part of which is set in motion by or remains inflated by wind, mechanical, electrical or any other means. A zoning compliance permit shall be issued that identifies the days covered by the permit and shall be on display at the establishment. The cumulative total of all sign area shall not exceed 100 square feet, no sign shall exceed ten feet in height, and all signs shall be located outside of the public right-of-way and shall not impede visibility from a street, alley or driveway. Signs described in this section that will be displayed for a period of less than 48 hours shall not require a Zoning Compliance Permit.

(G) Election Period Sign. Signs shall be no larger than 32 square feet and height no higher than eight feet. No permit shall be required for any such sign.

(H) In addition to signs otherwise authorized under this Chapter, a property owner may place up to two signs of any type expressing noncommercial speech per parcel street frontage with a sign face no larger than 32 square feet and a height no higher than eight feet on the property at any time; no permits are required.

7.08 SUPPLEMENTAL SIGN REGULATIONS FOR GENERAL BUSINESS AND TOURISM-HOSPITALITY DISTRICTS

The following sign regulations must apply to all general business and tourism-hospitality districts.

(A) Districts. B2 and TH.

(B) Uses. All uses permitted in general business and tourism-hospitality districts by right, conditional zoning, or special use permit are authorized to erect signage consistent with this Chapter unless specific land use restrictions related to signs are imposed by the City Council.

(C) Number not to exceed. A parcel is eligible for either monument, freestanding, or if permitted, multi-use development signage. Two monument, freestanding or multi-use development signs are permitted for each parcel with a third sign permissible for a parcel possessing frontage on more than one street; there shall be at least 100 feet of separation between signs oriented towards the same street.

(D) Electronic Changeable Copy Signs. Electronic Changeable Copy Signs are allowed a maximum size of ~~up to~~ 50~~80~~ percent of the ~~amount of~~ sign face area or 100 square feet, whichever is less, and shall not exceed the maximum height of the sign type utilized. Electronic changeable copy signs shall operate on a five second minimum delay. Maximum brightness levels for electronic changeable copy signs shall not exceed 5,000 nits during daylight hours and shall not exceed 500 nits between dusk and dawn, as measured from the sign face.

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(E) Projecting and Suspended Signs. No part of such sign shall be less than eight feet above the ground or other surface that it overhangs.

(F) Temporary Signs. Temporary signs, banners, pennants, flags, streamers, balloons or other windblown devices may be erected for not more than 90 days in a calendar year. Windblown devices are objects designed to inform or attract attention, all or part of which is set in motion by or remains inflated by wind, mechanical, electrical or any other means. A zoning compliance permit shall be issued that identifies the days covered by the permit and shall be on display at the establishment. The cumulative total of all sign area shall not exceed 150 square feet, no sign shall exceed twenty feet in height, and all signs shall be located outside of the public right-of-way and shall not impede visibility from a street, alley or driveway. Signs described in this section that will be displayed for a period of less than 48 hours shall not require a Zoning Compliance Permit.

(G) Outdoor inventory sales signs. Professionally made signs, banners, pennants, flags, streamers, balloons or other windblown devices may be displayed on a lot where 95 percent of the standard inventory is located out of doors. Such signs shall not be located in the public right-of-way and there is no limit to the numbers of such signs. All outdoor inventory sales signs, except strings of pennants and streamers, shall not exceed 150 square feet per device. The height of such signs is limited to the restrictions of the zoning district where they are located. Balloons must be firmly attached to a stationary object, but may have a maximum tether height of thirty feet.

(H) Election Period Sign. Signs shall be no larger than 32 square feet and height no higher than eight feet. No permit shall be required for any such sign.

(I) In addition to signs otherwise authorized under this Chapter, a property owner may place up to two signs of any type expressing noncommercial speech per parcel street frontage with a sign face no larger than 64 square feet and a height no higher than 10 feet on the property at any time; no permits are required.

7.09 SUPPLEMENTAL SIGN REGULATIONS FOR INDUSTRIAL DISTRICTS

The following sign regulations must apply to all industrial districts.

(A) Districts. I1, I2, and I3.

(B) Uses. All uses permitted in industrial districts by right, conditional zoning, or special use permit are authorized to erect signage consistent with this section unless specific land use restrictions related to signs are imposed by the City Council.

(C) Number not to exceed. A parcel is eligible for either monument, or if permitted, multi-use development signage. One monument or multi-use development sign is permitted per parcel street frontage.

(D) Electronic Changeable Copy Signs. Electronic Changeable Copy Signs are allowed a maximum size of ~~up to 80~~50 percent of the ~~amount of~~ sign face area or 100 square feet, whichever is less, and shall not exceed the maximum height of the sign type utilized. Electronic changeable copy signs shall operate on a five second minimum delay. Maximum brightness levels for electronic changeable copy signs shall not exceed 5,000 nits during daylight hours and shall not exceed 500 nits between dusk and dawn, as measured from the sign face.

(E) Projecting and Suspended Signs. No part of such sign shall be less than eight feet above the ground or other surface that it overhangs.

(F) Temporary Signs. Temporary signs, banners, pennants, flags, streamers, balloons or other windblown devices may be erected for not more than 60 days in a calendar year. Windblown devices are objects designed to inform or attract attention, all or part of which is set in motion by or remains inflated by wind, mechanical, electrical or any other means. A zoning compliance

permit shall be issued that identifies the days covered by the permit and shall be on display at the establishment. The cumulative total of all sign area shall not exceed 150 square feet, no sign shall exceed twenty feet in height, and all signs shall not impede visibility from a street, alley or driveway. Signs described in this section that will be displayed for a period of less than 48 hours shall not require a Zoning Compliance Permit.

(G) Outdoor inventory sales signs. Professionally made signs, banners, pennants, flags, streamers, balloons or other windblown devices may be displayed on a lot where ninety-five (95%) percent of the standard inventory is located out of doors. Such signs shall not be located in the public right-of-way and there is no limit to the numbers of such signs. All outdoor inventory sales signs, except strings of pennants and streamers, shall not exceed 150 square feet per device. The height of such signs is limited to the restrictions of the zoning district where they are located. Balloons must be firmly attached to a stationary object, but may have a maximum tether height of thirty feet.

(H) Election Period Sign. Signs shall be no larger than 32 square feet and height no higher than eight feet. No permit shall be required for any such sign.

(I) In addition to signs otherwise authorized under this Chapter, a property owner may place up to two signs of any type expressing noncommercial speech per parcel street frontage with a sign face no larger than 64 square feet and a height no higher than 10 feet on the property at any time; no permits are required.

7.10 SUPPLEMENTAL SIGN REGULATIONS FOR THE CENTER CITY PLANNING AREA

All signs in the Center City Planning Area shall meet the requirements of this Chapter except as modified by Chapter 4 of this Ordinance.

RELATED SIGN CODES
FROM OTHER JURISDICTIONS

13.8 General Sign Standards

A. Installation

1. All signs shall be constructed and installed in accordance with the applicable provisions of the North Carolina State Building Code.

2. All illuminated signs shall be installed in accordance with the applicable provisions of the North Carolina State Electrical Code and all detached signs shall be illuminated by an underground electrical source.

B. Location

Signs may be located in a required setback or yard. If a sign is located in a required setback or yard it shall not be otherwise located so as to obstruct pedestrian or vehicular traffic.

C. Site Distance Triangle Obstruction Prohibited

No sign shall obstruct a required sight distance triangle, as described in Sections 12.109(1)(a), (b), and (c), and 12.109(2), or any vehicular clear site zone as described in Section 15.3.3.B.4. Any sign installed, either permanent or temporary, at ground level greater than 30 inches in height and having vertical clearance less than six feet is prohibited in the sight distance triangle. Height measurements are taken from the centerline of the intersection of the adjacent streets.

D. Projection into City Right-of-Way

When a sign extends into a City right-of-way, prior review and approval by CDOT and/or other relevant agencies is required. The encroachment of signs into a City right-of-way requires an encroachment agreement from CDOT, if applicable. Adherence to the design standards included in this Chapter does not imply approval through an encroachment agreement.

E. Tree Protection

Sign placement, including projections from a building facade, shall protect all trees as required by the Charlotte Tree Ordinance as well as any trees located in the public right-of-way.

F. Permitted Materials for Signs

1. Permanent sign structures shall be constructed of brick, wood or simulated wood, stone, concrete, metal, plastic, or high-density urethane (HDU) foam board or similar durable foam construction.

2. Awning, canopy, projecting, light pole banner, banners, and wall signs may also be constructed of durable weather resistant material such as canvas, nylon, or vinyl-coated fabric.

3. Wall, awning, canopy, projecting, and light pole banners constructed of non-rigid material such as canvas, nylon, or vinyl-coated fabric shall be mounted within a frame so that they are held taut between all support posts.

G. Audio Components

Audio components are prohibited as part of any sign, except for the following:

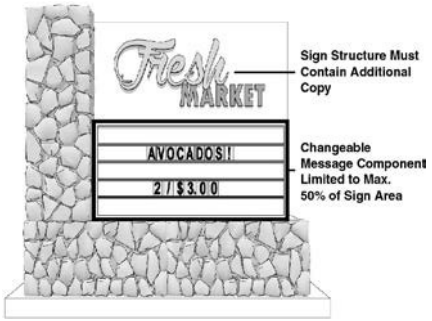
1. Drive-through sign: For drive-through signs, the audio component shall be designed, located, shielded, and directed to prevent detection from surrounding properties.

H. Changeable Message

1. The following sign types, when allowed within a district, may have a changeable message component: wall sign, projecting sign, ground sign, or marquee sign. Electronic signs are limited to the districts listed in Section 13.10.B.

2. Where a sign has an electronic message or manual changeable copy component, it is limited to a maximum of 50% of the total area of the sign.

3. A sign structure with a changeable message component shall contain additional copy; it cannot be a blank sign structure once the changeable message component is discounted.



Changeable Message Sign

I. Illumination Standards

1. All sign illumination, both external and internal, shall be designed, located, shielded, and directed to prevent the casting of glare or direct light upon rights-of-way and surrounding properties, and prevent the distraction of motor vehicle operators or pedestrians in the rights-of-way.

2. The sign face of internally illuminated signs shall function as a filter to diffuse illumination. The sign face shall cover all internal illumination components so that no exposed bulbs are visible.

3. All external illumination of a sign shall concentrate the illumination upon the printed area of the sign face.

4. Sign illumination shall not be combined with reflective materials, such as mirrors, polished metal, or highly-glazed tiles, which would increase glare.

5. Strobe lights, moving or fixed searchlights, and floodlights/spotlights are prohibited, except in the UMUD, where such lighting is permitted.

6. No lighting, including neon or LED components of signs, may flash, except in the UMUD, where such lighting may flash, chase, or blink.

7. Neon or LED lighting to outline doors, windows, architectural features, and building facades is permitted. Such lighting shall remain static (i.e., no chasing, blinking, or flashing) except in the UMUD, where such lighting may chase, blink or flash.

8. The maximum allowable foot candle at the lot line is one foot candle unless a sign is allowed to extend over the lot line, where the maximum of one foot candle is measured at the back of curb. This does not apply to electronic message signs, which are regulated by item 9 below.

9. For electronic message signs, excluding electronic outdoor advertising signs, the maximum brightness is limited to 5,000 nits when measured from the sign's face at its maximum brightness, during daylight hours, and 500 nits when measured from the sign's face at its maximum brightness between dusk and dawn, i.e., the time of day between sunset and sunrise. The sign shall have an ambient light meter and automatic or manual dimmer control that produces a distinct illumination change from a higher allowed illumination level to a lower allowed level for the time period between one-half hour before sunset and one-half hour after sunrise. Electronic outdoor advertising signs are regulated by Section 13.11 below.

J. Maintenance of Signs

1. All signs shall be maintained in good condition. Deficiencies such as chipped paint, broken plastic, missing letters, and exposed light bulbs are evidence of a lack of maintenance.

2. The City may remove any sign that is an immediate public peril to persons or property summarily and without notice.

3. Sign frames shall not remain unfilled and/or allow any internal part or element of the sign structure to be visible. Sign frames filled or replaced with a blank panel are considered to meet this standard.

High Point

(3) The entrance sign may identify only the name of the development, management or developer, and/or address c

(b) **Development Identification Sign in the RC District**

(1) Sign may identify only the name of the shopping center and the tenants. Maximum sign height may be increased by 5 feet and maximum area may be increased by 50 square feet if a permitted freestanding playbill sign is combined with the development identification sign.

(2) Up to 1 additional freestanding sign may be allowed provided:

(i) The lot frontage exceeds 1,000 linear feet;

(ii) The maximum area for either sign does not exceed 200 sf; and

(iii) The additional sign is more than 250 feet from any other freestanding sign on the same lot or any freestanding sign on an adjoining lot.

(3) Sign area shall be allowed as follows:

(i) Up to 200 sf for centers with 2 to 15 tenants; and

(ii) Up to 300 sf for centers with 16 or more tenants.

(c) **Identification Sign (All Districts)**

(1) Includes only directory signs (listing occupants of buildings and their address) in developments with multiple occupants, individual tenant signs, and building name/address signs for buildings with multiple occupants. An individual tenant identification sign may only be erected if there is no wall mounted identification sign present.

(2) A directory sign or single tenant identification sign shall, at its closest poin , be located within 6 feet of the entrance it is intended to identify.

(d) **Special Promotion Sign (All Districts)** Sign shall be limited in duration to a maximum of 30 continuous days and not more than 3 occurrences in a calendar year.

(e) **Electronic Changeable Copy Sign Requiring a Permit**

(1) **General Standards**

(i) **Districts Allowed** Electronic changeable copy signs shall be permitted only in the CB, GB, MS, LB, and RC districts.

(ii) **Permit** A sign permit shall be required for all new electronic changeable copy signs, and conversions from static signs to electronic changeable copy signs.

(iii) **Location and Type** Electronic changeable copy signs shall be located as a portion of and on the same support structure with a legal conforming accessory freestanding sign. Such signs shall not be added to a sign that is nonconforming, nor shall any part of an existing nonconforming sign be converted to an electronic changeable copy sign.

(iv) **Size** The area of an electronic changeable copy sign shall not exceed 33 percent of the permitted area of a freestanding sign, and shall be counted toward the maximum allowable signage.

(v) **Height** The height maximums shown in Table 5.7.9.B, Requirements for a Freestanding Sign Requiring a Sign Permit, for accessory freestanding signs in the CB, GB, MS, LB, and RC districts shall apply to electronic changeable copy signs.

(vi) **Number** Only 1 electronic changeable copy sign may be permitted per lot.

(vii) **Brightness**

(A) Maximum brightness levels for electronic changeable copy signs shall not exceed 5,000 nits during daylight hours and shall not exceed 500 nits between dusk and dawn, as measured from the sign face.

(B) Prior to the issuance of a sign permit, the applicant shall provide a written certification from the sign manufacturer that the light intensity has been factory pre-set not to exceed 5,000 nits.

(C) All electronic changeable copy signs shall have a light sensing device that will adjust the brightness in re change, so that the sign does not exceed the maximum brightness levels allowed by this section.

(2) **Personalized Messages** The display of personalized "smart" messages that are triggered or initiated by license plate recognition, facial recognition or by reading or analyzing electronic signals from traffic or an individual vehicle, is prohibited unless used in a public emergency or public service capacity.

(3) **Malfunctions** Any electronic changeable copy sign which malfunctions, fails, or ceases to operate in its usual or normal programmed manner, causing therein motion, flashing, movement or an inability to read the text of the message clearly shall be turned off, or shall display a blank screen until repairs can be made.

(4) **Additional Standards in the CB District** The following standards shall apply in addition to the standards in Section 5.7.9 B.3(e)(1), General Standards, above:

(i) **Location and Type** Electronic changeable copy signs in the CB District may be located on a wall or marquee.

(ii) **Size** The area of an electronic changeable copy sign may not exceed 25 percent of the permitted signage area per wall, or 50 percent of the permitted signage area for a marquee.

(iii) **Height** The height maximum in Table 5.7.10.B, Requirements for an Attached Sign Requiring a Sign Permit, for wall and marquee signs shall apply to electronic changeable copy signs.

(5) **Additional Standards in the GB, MS, RC, and LB Districts** The following standards shall apply in addition to the standards in Section 5.7.9 B.3(e)(1), General Standards, above:

(i) **Display** The message displayed shall be static, and complete within itself, with no continuation of content to the next image or message. It shall be no more than four lines of characters or symbols and/or 10 words, to allow passing motorists to read the entire copy with minimal distraction. Changes to the message displayed must be as instantaneous as is technologically feasible, with no flashing, zooming, scrolling, fading in or out, twinkling/sparkling, or other operating mode that imitates movement.

(ii) **Rate of Change** The rate of change for each individual message shall not be faster than 8 seconds.

(iii) **Color** The use of color is not limited, however, the entire text of an individual message shall be the same color, and shall not vary in intensity during its display frame.

(f) **Video Signs - Freestanding**

(1) **General Standards**

(i) **Districts Allowed** Freestanding video signs shall be permitted only for Market showrooms in the CB district, and shall not be permitted on a zone lot that has a video wall sign. The provisions for freestanding signs in the CB district in Section 5.7.9 B.2 Specific Standards By District, and in Table 5.7.9.B. Requirements For A Freestanding Sign Requiring A Sign Permit shall not apply to video signs, which shall comply with the provisions of this section.

(ii) **Duration of Use** Video signs shall be in use only during the period beginning two weeks prior to the official opening of each semi-annual Market and ending two weeks after the official end of each Market. The video unit of such signs shall be removed from the base and stored, or shall be securely covered at other times of the year.

(iii) **Location** Video signs shall be allowed only on a lot with an existing principal use. No part of a freestanding video sign shall be closer than 25 feet from intersecting street rights-of-way. No encroachment by any part of the sign face, its base or support structure into the street right-of-way is permitted. Such signs shall not be incorporated with, or added to, any other freestanding sign, nor shall any other freestanding sign be converted to a video sign.

(iv) **Orientation** It is intended that video signs be pedestrian oriented, and positioned in a manner that minimizes direct view from approaching vehicular traffic. All video signs sha l be positioned so that the sign face is parallel to a street right-of-way, except if a sign faces inward (away from the street) and is not

30-14-8 Electronic Message Boards

All electronic message boards are subject to the regulations of this section.

30-14-8.1 Area, Hold Time, Hours and White Area

Standards governing maximum area, minimum message hold time, hours of operation and the maximum percentage of a sign face that may be comprised of white vary by zoning district, as shown in Table 14-4, below. Separate standards may apply to sites with major buildings (see Footnote 6 below) and major auditoriums, stadiums and coliseums, as noted in 30-8-10.2(B).

Table 14–4: Standards for Electronic Message Board Signs

Zoning District	Max. Area (1)	Min. Hold Time (2)	Off Hours (3) (6)	Max. White/ Bright (4) (6)
CB, C-M, C-H, LI, HI, AO	75%	3 seconds	Midnight–7 a.m.	33%
BP, MUH, MUM, C-L, NS, UMU, LIM	50%	1 minute	10 p.m.– 7 a.m.	10%
PI, O, CN (5)	50%	1 minute	10 p.m.– 7 a.m.	10%
R-, RM	50%	6 hours	8 p.m.– 7 a.m.	10%
Place of Religious Assembly/Educational Facility in R- and RM districts, if approved by the Board of Adjustment as a Special Exception (see 30-4-14)	50%	1 minute	10 p.m.-7 a.m.	10%

Notes:
(1) Maximum percentage of sign face comprised of electronic message board.
(2) Minimum hold time for message. Does not apply to message that include only time/temperature information.
(3) Hours that electronic message board must be turned off. Automatic timers are required.
(4) Maximum percentage of electronic message board displaying white or similar very bright colors.
(5) Electronic message boards in PI, O and CN districts that are within 200 feet of an R zoning district, measured along the nearest street frontage, are subject to the electronic message board regulations that apply in R and RM zoning districts
(6) For sites with buildings in excess of 200,000 square feet in area and located within 400 feet of the right-of-way of an interstate highway, there shall be no off-hour requirement and the maximum white/bright standard shall be 33%.

30-14-8.2 Brightness

Electronic message boards may not exceed a maximum illumination of 1 foot-candle above ambient lighting conditions, as measured from the nearest property line or street right of way to the the sign's face at maximum brightness. Electronic message boards must be equipped with automatic dimming technology that automatically adjusts the display's brightness based on ambient light conditions and automatic shutoff equipment when the sign is malfunctioning.

30-14-8.3 Transition

The transition from one image to the next must be accomplished in one second or less. Fading, flashing, scrolling, spinning or other animated effects may not be used as part of the transition.

30-14-8.4 Sequential Messages

No sequential messages are allowed; messages displayed must be complete in themselves, without continuation in content to the next image or message or to any other sign.

30-14-8.5 Permits

Permits are required for all new electronic message boards and for conversions from static signs to electronic message boards.

30-14-8.6 Special Overlay Regulations

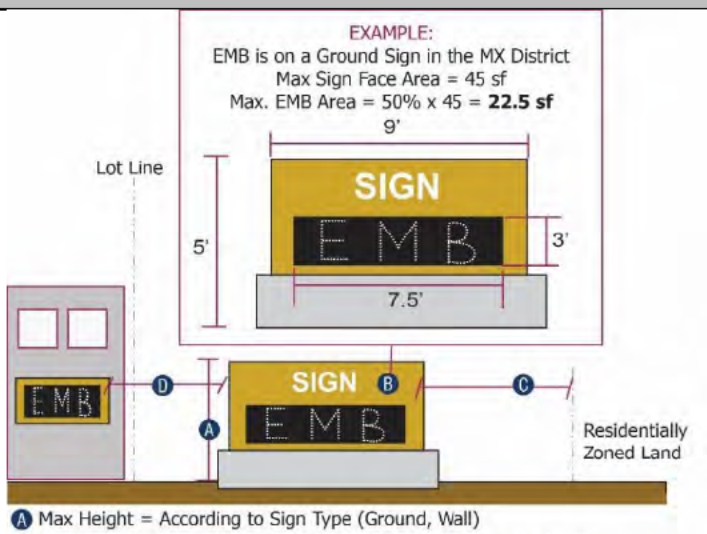
The standards that apply to electronic message boards may be modified by the regulations that apply in overlay zoning districts.

(Amended by Ord. 19-12 on 2/19/19)

TABLE 5.6.J: SIGN STANDARDS BY SIGN TYPE

3. Electronic Message Board (EMB)

(AMENDED 12.3.19 UDOTA-01-20); (AMENDED 1.4.22 UDOTA-1-22)



a. Definition	A wall or ground sign, or portion thereof that electronically displays information that may or may not change. Sign content is displayed by light emitting diodes (LED's), fiber optics, light bulbs, or other illumination devices arranged in a matrix within the display area. Electronic message boards ("EMBs") do not display animation or imagery that appears to move.

b. Zoning Districts Where Permitted	Residential & CR	MX & PD	OI & COI	NB	GB & CB	CBD & PDD	Industrial & CI
	No	No	No	No	Yes	Yes	Yes

c. Dimensional Standards

Maximum Number of EMBs per Lot	One per lot or development
Minimum Separation of EMB from Residentially-Zoned Land	150 linear feet
Minimum Separation from Another EMB	35 linear feet
Maximum Height	In accordance with wall or ground sign standards, as appropriate [1]
Maximum EMB Face Area	In accordance with wall or ground sign standards, as appropriate [2]
Maximum Percentage of Total Sign Face Area Devoted to an EMB	Lesser of: 32 square feet or 50% of the total allowable sign face area for the type of sign proposed (i.e., wall, ground)
Minimum Static Hold Time Between Message Changes	1 minute [3]
Maximum Brightness	465 lumens per square foot during daytime hours 70 lumens per square foot during dawn, dusk, and nighttime hours

NOTES:
[1] In no instance shall an EMB extend higher than 30 feet above grade.
[2] The face area shall include all mounting hardware, framework, and sign supports.
[3] Transition between images shall take place within one second or less.

d. Additional Standards

i. EMBs may only be configured as a wall or ground sign, or portion thereof.
ii. EMBs may only be allowed as part of a permanent sign, not a temporary sign.
iii. Use of the terms "stop", "caution", or "danger" is prohibited on an EMB for reasons of public safety.
iv. Appearance of animation or message movement is prohibited.
v. Signage may be subject to additional standards identified in Section 3.20.D, Gateway Corridor Overlay (GCO) District.
vi. The owner or operator of an EMB shall attest to the installation of a power supply system that will power the EMB off after a power outage or other condition that causes the sign to blink, flash, or have the appearance of movement.
v. An EMB may only be established on a lot with a principal structure.

12.9 Sign Height

A. Sign height shall be measured as the distance from the highest portion of the sign to the mean finished grade of the street closest to the sign. In the case of a sign located greater than 150 feet from a public street, height shall be measured to the mean grade at the base of the sign.

B. Clearance for freestanding and projecting signs shall be measured as the smallest vertical distance between finished grade and the lowest point of the sign, including any framework or other structural elements.

12.10 Sign Illumination

Freestanding, building, or directional signs may be illuminated consistent with the following provisions:

A. Permitted Illumination by Road and Development Type:

E: External C: Cabinet H: Halo or Channel	RESIDENTIAL	NON-RESIDENTIAL	LOCAL HISTORIC DISTRICT
BOULEVARD	E, C, H	E, C, H	See Section 12.15
MAJOR THOROUGHFARE	E, H	E, C, H	
MINOR THOROUGHFARE	E, H	E, H	
LOCAL ROAD	E	E, H	

Note: The method of lighting the preferred form of illumination ("the bulb") is not regulated by this Ordinance

B. Signs with external illumination, notwithstanding the location of the light mounting, shall have fully shielded lighting fixtures or luminaires.

C. Unless expressly stated in this Ordinance, signs do not constitute a form of private outdoor lighting at night; therefore, illuminated signs are exempt from any provision of Chapter 11 (Lighting on Private Property) of the Land Development Ordinance.

12.11 Electronic Message Centers (EMC)

A. Electronic Message Centers (EMCs) are permitted in accordance with the sign areas noted in Sec. 12.8 of this Ordinance.

B. Electronic Message Centers (EMCs) are permitted only as an accessory to any on-premise, freestanding sign within the CI district and along Non-Residential Boulevards. Electronic Message Centers (EMCs) are permitted, subject to the issuance of a Special Sign Permit, only as an accessory to any on-premise, freestanding sign along Non-Residential Major Thoroughfares.

C. General EMC Regulations

1) **Ratio of EMC to Sign:** The measureable portion of a freestanding sign that may be used for an electronic message center (EMC) shall not exceed the following percentages (if conflict or same occurrence, least restrictive applies):

   a. Non-Residential Boulevard or Non-Residential Major Thoroughfare: 50%

   b. Community & Institution (CI) district along a Boulevard or Major Thoroughfare: 50%

   c. Community & Institution (CI) district along a Minor Thoroughfare or Local Road: 75%

2) EMCs shall be non-animated, including any primary or secondary effects, and must dwell (remain fixed) for a minimum of 30 seconds per message.

3) **Luminosity Standards:** Self-luminous EMCs shall be subject to the following luminosity standards:

   a. Maximum nits:

      i. Day: max. 5,000 nits
      ii. Night: max. 150 nits

   b. EMCs shall utilize automatic dimming controls, either by photocell (hardwired) or via software settings.

   c. EMCs using LED technology shall provide a minimum LED density of 19x19 mm (bulb cluster spacing on center).

   d. An application for a Sign Permit with an EMC shall include surface luminosity measurements (day and night) using a calibrated luminosity meter and shot from the fronting roadway at the closest practical position.

   e. Light trespass (spill) shall not exceed 0.1-footcandle at any adjacent property line with a residential use.

CITY OF ASHEBORO
PLANNING & ZONING

Application for Zoning Ordinance/Map Amendment

APPLICATION FEE

A $200 filing fee is required for any amendment.

APPLICATION INSTRUCTIONS

The rezoning process can be complex. It is highly recommended that the applicant speak with Planning and Zoning Department staff prior to submitting the application and paying the filing fee. Contact staff at (336) 626-1201 ext. 225 to ensure application requirements are satisfied.

REQUIRED APPLICATION CONTENTS

1) A dimensional map, at a scale of not more than 200 feet to the inch, showing the land that would be covered by the proposed amendment, if the amendment would require a change in the zoning atlas.
2) A legal description/deed reference of such land.
3) Letter to be mailed by applicant notifying neighboring property owners of the request. Consistent with Section 160D-602(e) of the North Carolina General Statutes, the applicant shall notify neighboring property owners of the requested conditional zoning as well as the location, time, and date on which the Planning Board will hold a legislative hearing on the request. This notice must be in the form of a mailed notice provided in compliance with the guidance found in Section 160D-602(a) of the North Carolina General Statutes. During the legislative hearing, the applicant shall report to the Planning Board on the delivery of the required notice and any communication with neighboring property owners and residents concerning the requested conditional zoning.

APPLICATION DEADLINES AND MEETING DATES

The deadline for filing of applications for legislative hearings will be the day which is 55 days prior to the date of the City Council meeting for which the public hearing is to be set, provided that the deadline is no less than 17 days prior to the Planning Board's required legislative hearing; in these instances, the deadline will be 62 days prior to the date of the City Council meeting for which the public hearing is to be set. If five (5) applications have been received prior to the cut-off date, the request will be heard the following month.

Application Deadline	***Planning Board Meeting***	***City Council Meeting***
December 17, 2021	Monday, January 3, 2022	Thursday, February 10, 2022
January 14, 2022	Monday, February 7, 2022	Thursday, March 10, 2022
February 11, 2022	Monday, March 7, 2022	Thursday, April 7, 2022
March 11, 2022	Monday, April 4, 2022	Thursday, May 5, 2022
April 15, 2022	Monday, May 2, 2022	Thursday, June 9, 2022
May 20, 2022	Monday, June 6, 2022	Thursday, July 14, 2022
June 10, 2022	Monday, July 11, 2022	Thursday, August 4, 2022
July 15, 2022	Monday, August 1, 2022	Thursday, September 8, 2022
August 12, 2022	Tuesday, September 6, 2022	Thursday, October 6, 2022
September 16, 2022	Monday, October 3, 2022	Thursday, November 10, 2022
October 14, 2022	Monday, November 7, 2022	Thursday, December 8, 2022
*November, 2022: Confirm application deadline with staff	Monday, December 5, 2022. Confirm meeting date with staff	*January, 2023: Confirm meeting date with staff

***January, 2023 Council meeting date is not set by Council until December, 2022.**

APPLICANT INFORMATION

Applicant: **City of Asheboro**

Applicant's Phone #: **336-626-1201 Ext. 225**

Applicant's Address: **146 North Church Street; Asheboro, NC 27203**

Applicant Email Address: **jevans@ci.asheboro.nc.us**

PROPERTY INFORMATION FOR MAP AMENDMENTS Text Amendment-NOT APPLICABLE

Property Owner's Name_____

Location of Property _____

Property Size (ac. or s.f.) _____

Randolph County Property Identification Number (PIN#) _____

Current Zoning District _____

Requested Zoning District _____

Date Property Title Acquired _____

Deed Book_____ Page _____

Subdivision _____ Section _____ Lot # _____

Plat Book _____ Page _____

ORDINANCE AMENDMENT INFORMATION (responses italicized)

1. In what manner will the proposed amendment carry out the intent of the Land Development Plan? ***The LDP calls for periodic updates to the zoning ordinance to address arising issues. In this case, text amendments are proposed to address sign area and illumination provisions.***

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.*

3.2.3 *The City will require signs that blend harmoniously with the surrounding streetscape and other architectural elements of a site, such as requiring monument style signs that match building architecture, landscaping around signs, and unified sign plans for large-scale developments.*

Design Principle #1 *(LDP Design Principles) states that commercial centers need to have "signs and buildings at a more human scale."*

For questions (2) and (3), if either of these questions apply, please state a reason. If you believe these do not apply, please check "does not apply".

2. Are there alleged errors in this Ordinance that would be corrected by the proposed amendment? If so, give a detailed explanation of such error and detailed reasons how the proposed amendment will correct the errors.

There is not a specific error in the Ordinance that has been identified as of the time this application is filed. The review process, which will finalize a proposed text amendment, may propose corrections to any errors if they are identified.

Does not apply ☐

3. What are the changed or changing conditions, if any, in the jurisdiction of the City of Asheboro generally, which would make the proposed amendment reasonably necessary to the promotion of the public health, safety, and general welfare?

Staff periodically reviews the zoning ordinance to evaluate how effective it is to promote public health, safety, and general welfare. A more detailed analysis of this process will be detailed in the staff report attached to the text amendment case once that becomes available.

Does not apply ☐

4. Are there any other circumstances, factors, or reasons that the applicant offers in support of the proposed amendment?

Additional information will be provided with staff's analysis once the staff report becomes available.

APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant. The applicant for rezoning to any district other than a conditional use district shall be prohibited from offering any testimony or evidence concerning the specific manner in which he or she intends to use or develop the property.

Applicant Signature

John R. Evans

Printed Name of Authorized Signatory (if different from Applicant)

Position/Relationship of Authorized Signatory to Applicant

Owner Signature (if different than Applicant)

Owner Address

(City offices) 146 North Church Street; Asheboro, NC 27203

Telephone Number

336-626-1201 Ext. 225

Printed Name of Authorized Signatory (if different from Owner)

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: (JE- Filed) Date: 4-12-22 Case Number: RZ-22-05

CITY OF ASHEBORO
NOTICE OF ZONING HEARING

NOTIFICATION LETTER NOT APPLICABLE IN THIS CASE (RZ-22-05)

This is to notify you that I (we) _____have filed an application with the City of Asheboro for to rezone property located at

_____

from _____ to_____

On _____, _____, 2022, at 7:00 PM, the Planning Board will review the zoning request and forward its recommendation to City Council. As part of this process, you and others will have an opportunity to speak concerning the request and offer input.

On Thursday, _____, 2022, at 7:00 pm the City Council will hold a public hearing on the zoning request. As part of this process, you and others again will have an opportunity to speak concerning the request and offer input.

The meetings will be held in the City Council Chambers, 146 North Church Street, Asheboro, NC. The Council, after considering the information/testimony presented during the public hearing and reviewing the report of the Planning and Zoning Department and recommendation of the Planning Board, will take action on the application. Such action may include approval of the request, denial of the request, or approval of a modified version of the request on the basis of the Council's determination that such action is reasonably necessary to promote the public health, safety, or general welfare and to achieve the purposes of the adopted Land Development Plan. The meeting is open to the public and your participation is encouraged. If you have any questions, please contact the Planning and Zoning Department at 336-626-1201 Ext. 225. In addition, you may contact me (or my representative) _____ at _____.

<u>Case No. SUB-22-03</u>: Request for a subdivision preliminary plat (Timber Ridge: East Allred Street):

Staff Report

SUBDIVISION STAFF REPORT
Preliminary Plat

CASE # SUB-22-03 **Date** June 9, 2022 City Council

GENERAL INFORMATION

Subdivision Name	Timber Ridge
Requested Action	Subdivision Preliminary Plat
Applicant	Davidson Land Development LLC
Address	896 Shiptontown Rd.; Lexington, NC 27292
Phone	336-746-5115
Location	south side of East Allred Street approximately 200 ft. east of Ingram Dr.

PARCEL INFORMATION

PIN 7762401107

Size 20.44 acres +/- **Number of Lots** 36

Existing Zoning R15/R10 **Average Lot Size** 0.47 acres +/-

Existing Land Use Undeveloped

Surrounding Land Use

North	Single-Family/Undeveloped	**East**	Single-Family/Undeveloped
South	Undeveloped	**West**	Single-Family/Undeveloped

LAND DEVELOPMENT PLAN

Growth Strategy Map	Adjacent Developed
Proposed Land Use Map	Neighborhood Residential
Small Area Plan Map	East
Identified Activity Center?	No

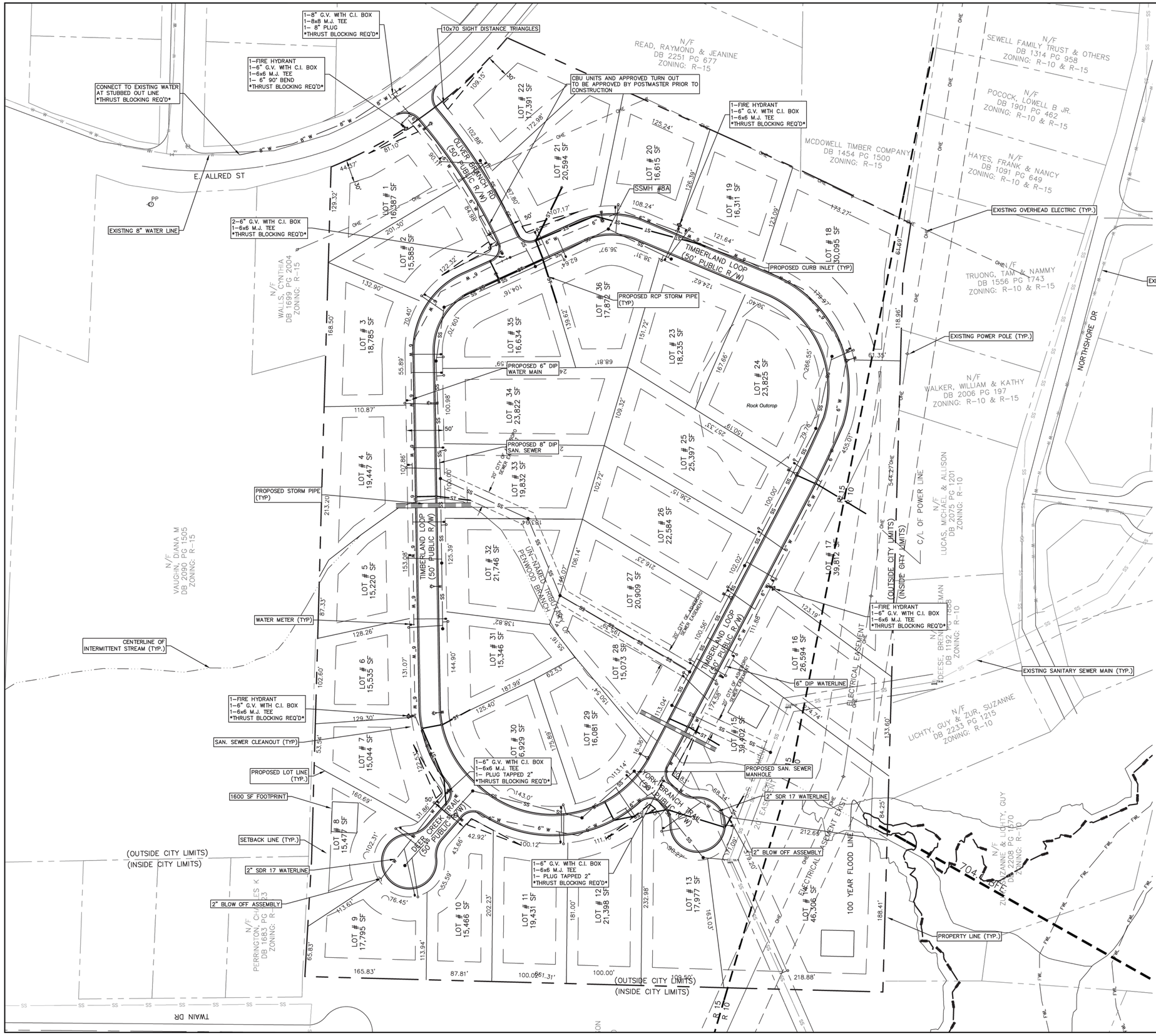
Development Issues

1. The property is outside the city limits. Access to city services (water/sewer) requires annexation of the property.
2. The subdivision plat does not include sidewalks. While the subdivision ordinance encourages sidewalks, it does not require them for a residential subdivision that is not a planned unit development.
3. The property includes one point of access from East Allred Street.
4. The physical characteristics and development patterns of the adjoining properties make having a future connection impractical.
5. This property was part of a previously submitted and approved sketch (2017). That included additional property to the north. A revised sketch design was approved by City Council on April 7, 2022

SUBDIVISION STAFF REPORT
Preliminary Plat

DEPARTMENT COMMENTS

Engineering	A plat correction has been addressed. No comments related to engineering plans were returned.
Public Works	Public Works had no comments related to the plat or engineering plans.
Planning	1. Plat and Engineering plans and profiles were routed to city departments. 2. Road names have been approved by Randolph County Emergency Services. 3. Plat corrections have been addressed. 4. Proposed Condition: Connection to city utilities (water and sewer) requires annexation. After NCDEQ approval, grading and other state permitting can proceed but utility work cannot begin until annexation is approved.
Other	1. NCDOT asked that the property be staked to ensure driveway location complies with NCDOT requirements, 2. The US Post Office indicated that a community mail box unit (CBU) is required. NCDOT requires that such CBU be located at least 200 feet from the intersection of East Allred Street and Oliver Branch Road, which provides access into the development. The plat shows a CBU location compliant with these requirements. 3. The Fire & Rescue Departments confirmed that the number and locations of hydrants are adequate.
Staff Recommendation	Conditionally approve, as noted above.
Planning Board Recommendation	



SITE NOTES:

1. PROPERTY INFORMATION

CURRENT OWNER:	MCDOWELL TIMBER COMPANY
DEVELOPER:	DAVIDSON LAND DEVELOPMENT, LLC
PIN NUMBERS:	7762401107
EXISTING ZONING:	R15 / R10
EXISTING LAND USE:	VACANT

OWNER / DEVELOPER ADDRESS: 896 SHIPTONTOWN RD LEXINGTON, NC 27292
NUMBER: 336-746-5115

2. THE PROJECT IS LOCATED OUTSIDE THE CITY LIMITS AND WILL NEED TO BE ANNEXED
3. PARCEL BOUNDARIES, TOPOGRAPHIC DATA, EASEMENTS, EXISTING WATER METER AND SANITARY SEWER ARE SHOWN PER FIELD SURVEY RECEIVED FROM SURVEY CAROLINA, PLLC AND RANDOLPH COUNTY GIS
4. PROPOSED USE: RESIDENTIAL
5. LOT INFORMATION
   - NUMBER OF LOTS: 36
   - TOTAL TRACT AREA: 20.21 AC
   - NUMBER OF LOTS: 36 LOTS
   - TOTAL SITE AREA: 20.21 AC
   - AVERAGE LOT SIZE: 0.47 AC
   - PUBLIC R/W AREA: 3.16
   - R 15 SETBACKS:
     FRONT= 30 FT (FRONT SETBACKS ARE SUBJECT TO FRONT YARD AVERAGING PROVISIONS)

SETBACKS ARE SUBJECT TO FRONT YARD AVERAGING ON BOTH STREETS, CORNER LOTS HAVE FRONT YARD SETBACKS, SIDE SETBACKS, AND NO REAR YARD SETBACK.

SIDE= 15 FT
REAR= 25 FT
- MIN. LOT SIZE 15,000 SF
- MIN. LOT WIDTH 100

6. PROPOSED STREET INFORMATION
   - TIMBERLAND LOOP 2,100 LF
   - DEER CREEK TRAIL 125 LF
   - OLIVER BRANCH RD 270 LF
   - YORK BRANCH TRAIL 125 LF
   - 50' R/W
7. MAINTENANCE NOTES
   - MUNICIPALITY TO MAINTAIN ALL STORM SEWER, SANITARY SEWER, AND WATER LINES WITHIN PUBLIC R/W
8. OBTAIN ALL APPLICABLE PERMIT APPROVALS PRIOR TO ANY CONSTRUCTION.
9. CONFIRM UTILITY TIE INS WITH CITY PRIOR TO CONSTRUCTION.

DRAWING LEGEND

- PROPERTY LINE
- ADJOINING PROPERTY LINE
- SETBACK LINES
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING WATER LINE
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- RIGHT OF WAY LINE
- EXISTING OVERHEAD UTILITY
- EXISTING POWER POLE
- EXISTING STREAM CENTERLINE
- 100 YEAR FLOOD LINE

PRELIMINARY - FOR REVIEW ONLY

NORTH CAROLINA PROFESSIONAL SEAL 26447 ENGINEER H. MACK SUMMEY, JR. 5-25-22

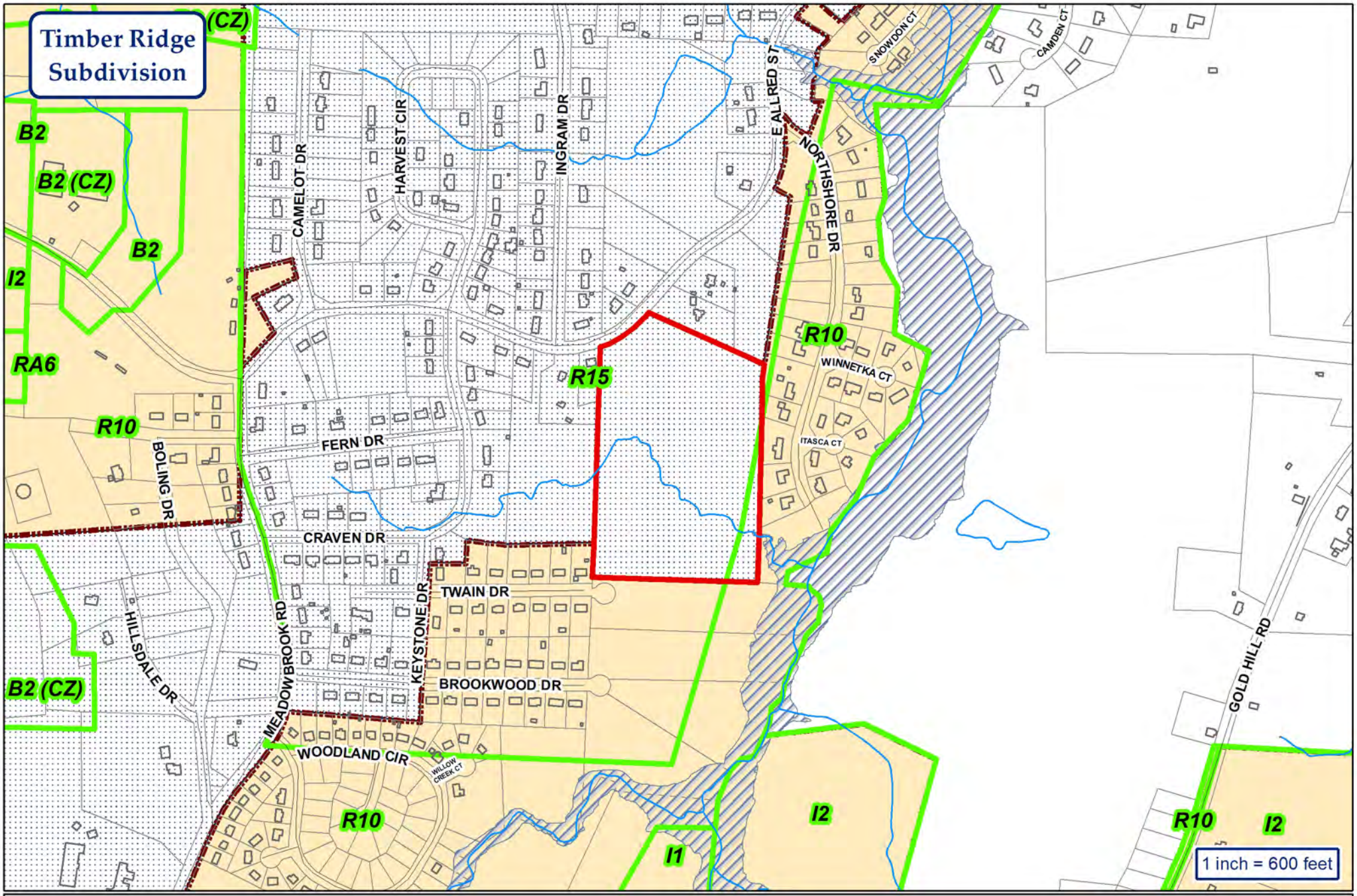
Summey Engineering Associates, PLLC
Engineering - Land Planning - Consulting
PO Box 968
Asheboro, NC 27204
Phone: 336-328-0902 Fax: 336-328-0922
Email - info@summeyengineering.com
NC Professional Engineering Firm License No. P-0336

No.	Date:	Description:	By:

SITE AND UTILITY
TIMBER RIDGE SUBDIVISION
E. ALLRED STREET
ASHEBORO - RANDOLPH COUNTY - NC

Scale:	AS NOTED
Date:	AUGUST 2021
Drawn By:	DJB
Checked By:	CV
Job No.:	E-7415

Sheet No. C-3

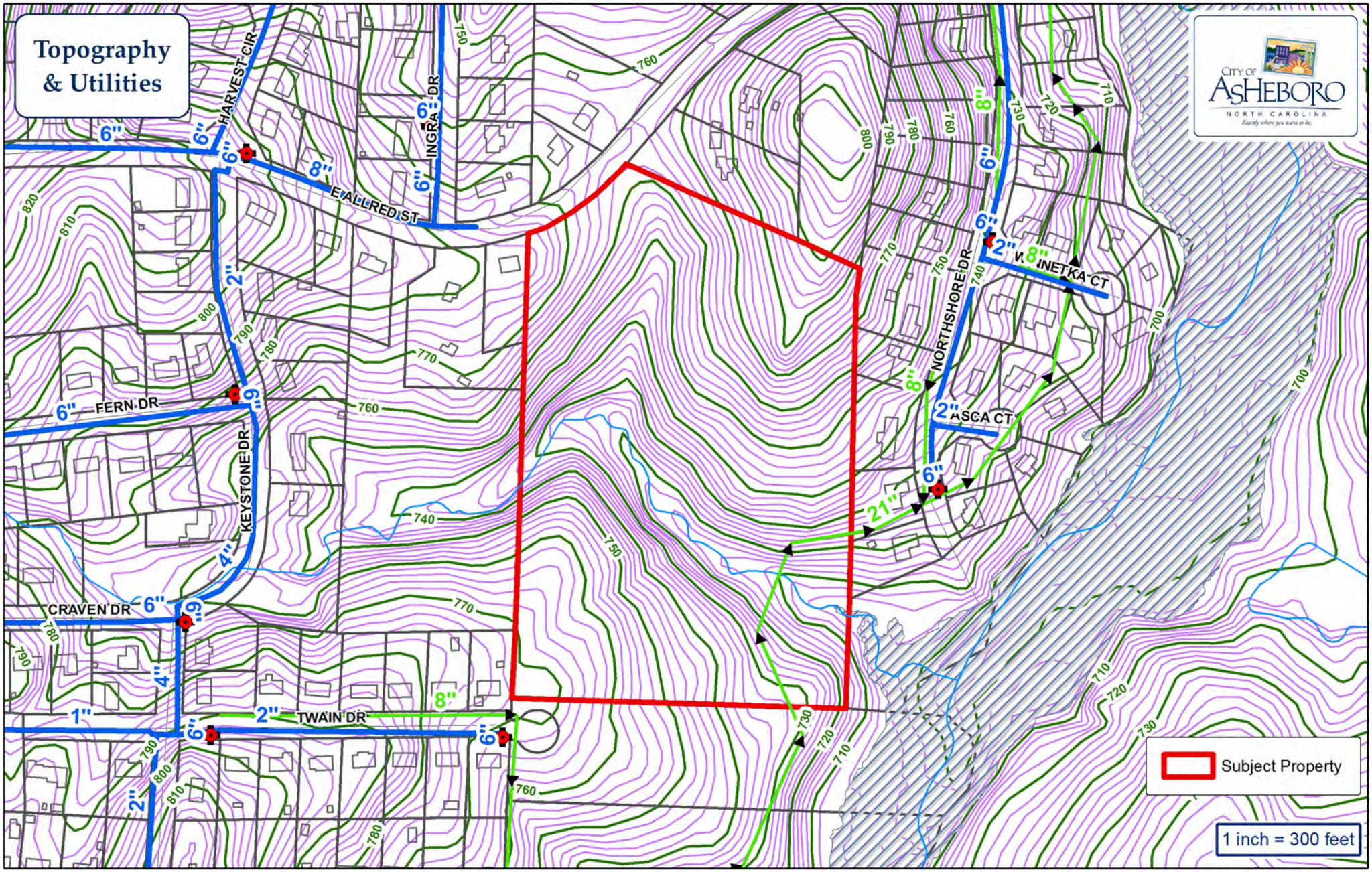


City of Asheboro
Planning & Zoning Department

Subdivision Case: SUB-22-03

Parcel: 7762401107

Subject Property
Zoning
City Limits
ETJ

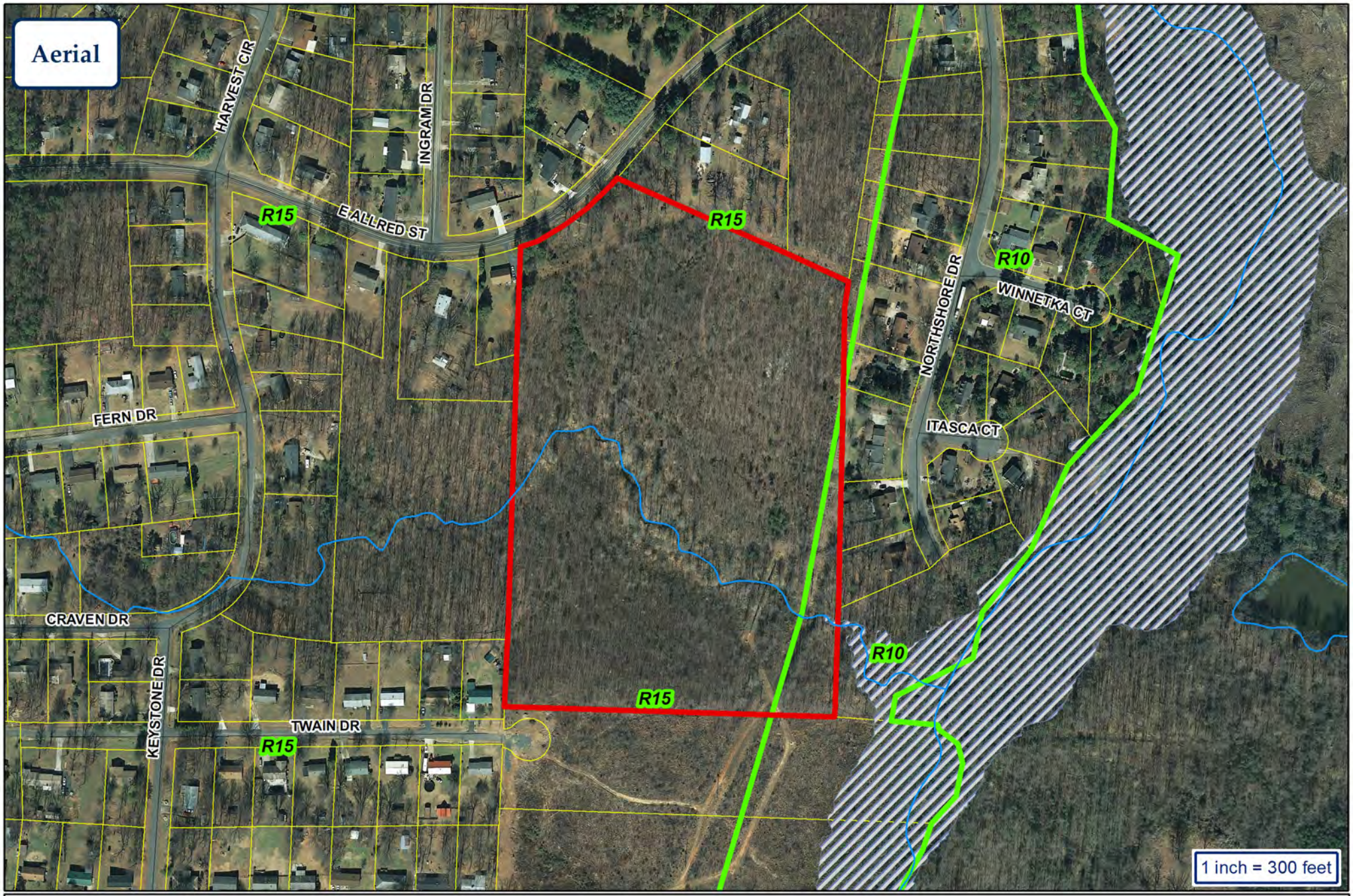


Force Main
Water Main
Sewer Main
Fire Hydrant
Pump Station

City of Asheboro Planning & Zoning Department

Subdivision Case: SUB-22-03

Parcel: 7762401107



City of Asheboro
Planning & Zoning Department

Subdivision Case: SUB-22-03

Parcel: 7762401107

Subject Property
Zoning

<u>Case No. SUB-95-06</u>: Request for a Subdivision Final Plat (Windcrest Acres, Section 3: Central Falls Road, Windcrest Rd., Bennett Street):

Staff Report

SUBDIVISION STAFF REPORT
Final Plat

CASE # SUB-95-06 **Date** June 9, 2022 City Council

GENERAL INFORMATION

Subdivision Name Windcrest Acres, Section 3

Requested Action Final Plat

Applicant Davidson Land Development, LLC

Address 892 Shiptontown Road, Lexington NC 27292

Phone 336-746-5115

Location South of Oak Bend Drive and Central Falls Road

PARCEL INFORMATION

PIN 7762369298

Size 19.13 acres +/- of 69.13 acres +/- **Number of Lots** 46

Existing Zoning R10 **Average Lot Size** 14,434 SF

Existing Land Use Undeveloped

Surrounding Land Use

North Residential **East** Residential

South Residential **West** Residential/Place of Assembly (non commercial-church)

LAND DEVELOPMENT PLAN

Growth Strategy Map Primary Growth

Proposed Land Use Map Neighborhood Residential

Small Area Plan Map Northeast

Identified Activity Center? No

Development Issues

1. This preliminary plat was approved in 2021. Changes proposed since the approval of the preliminary plat include the following:
(a) Elimination of an optional future connection to the southeast. The development provides two connections: one to Central Falls Road via existing sections of the subdivision; another connection to Bennett Street.
(b) Relocation of future phase line & reduction of Phase 3 acreage from 21.47 acres +/- to 19.13 acres +/-.
(c) Reduction from 47 to 46 lots.
2. The first two sections of the development include 27 lots. Additional future development area on the property may be developed at a later time, with submittal of the required sketch design that meets development requirements in effect at the time of submittal. However, neither the number of lots nor the design for the future phase has been identified at this time.
3. When the sketch design plat was approved in 1995, curb and gutter streets were not required. The sketch plan did not indicate curb and gutter streets for any phases of the development. The first two phases do not have curb and gutter.
4. A small portion of the property is within a Special Hazard Flood Area. Development around streams is also subject to NC Department of Environmental Quality permitting requirements.
5. A deceleration/turning lane was installed along Central Falls Road when the previous sections of the

SUBDIVISION STAFF REPORT
Final Plat

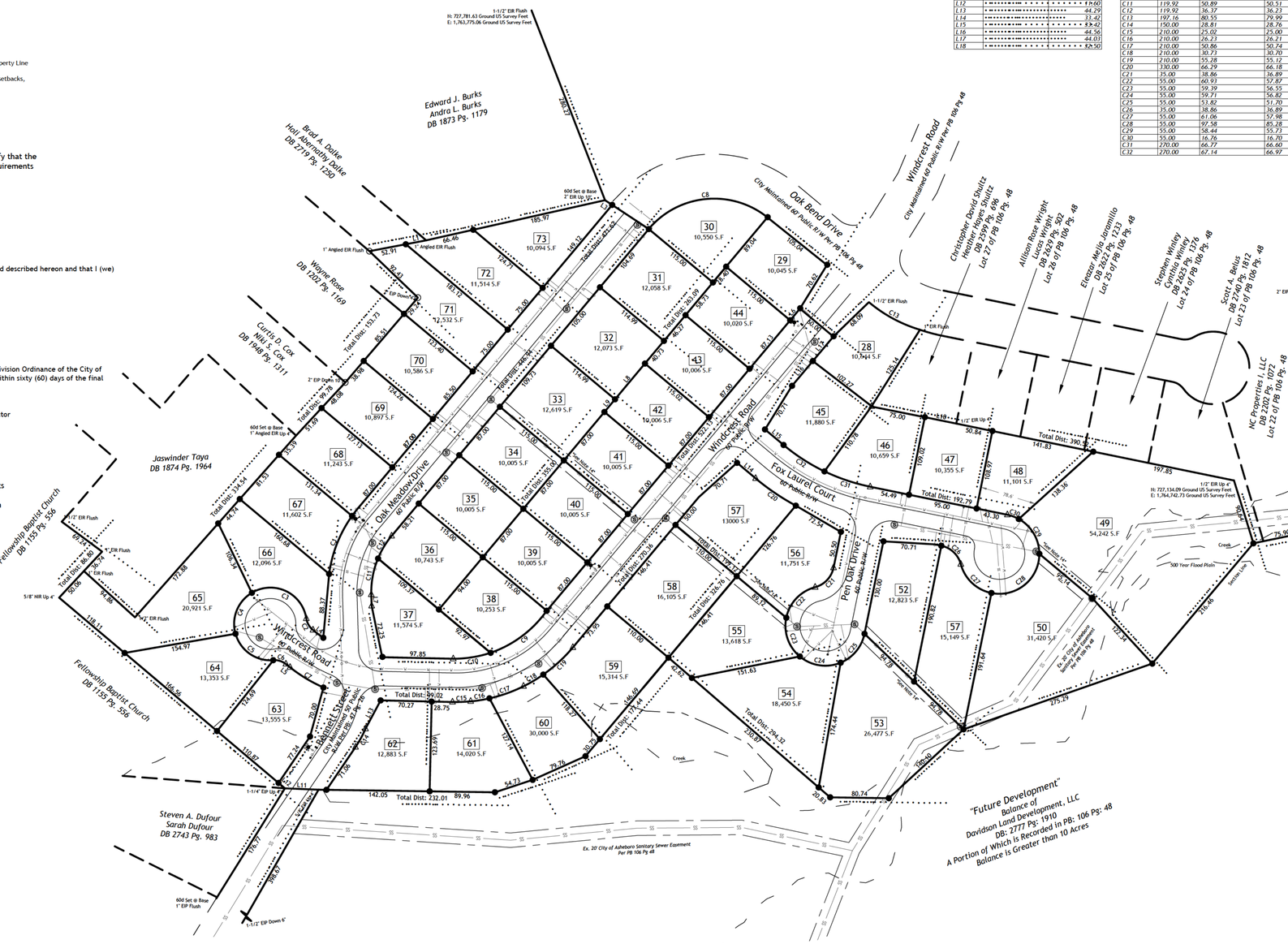
DEPARTMENT COMMENTS

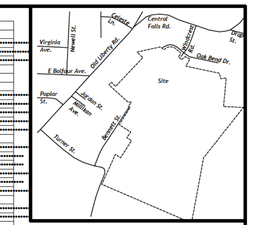
Engineering	The plat was routed to the Engineering Department. After review, they had no corrections needed.
Public Works	Due to design and storm water issues with combining streets with and streets without curb and gutter, Public Works did not recommend curb and gutter be included in the proposed phases of the development. Therefore, this requirement was not applied. Punch list items are pending.
Planning	The developer has provided: 1. Professional estimate and financial guarantee for paving (under review). 2. One-year warranty for maintenance and defects.
Other	1. There was a recommendation given at the Council meeting approving the preliminary plat to upsize the 3 inch water line to a 6-inch line with a fire hydrant at the end of the cul-de□sac on Fox Laurel Court. This recommendation was made in order to help with the extension of that water line based on the future development that was proposed at that time. The future development is no longer proposed at that location. 2. The Fire & Rescue Department has deemed that hydrants are adequate.
Staff Recommendation	Staff's recommendation is pending.
Planning Board Recommendation	

Notes:
1. This project is located within a special flood hazard area per NCFRIS.
   Map #: 3710776200J Effective Date: 1/2/2008
2. Area calculated by coordinate geometry.
3. 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.
4. No attempt was made by this survey to locate all underground utilities nor any other easements that would be revealed by a title search.
5. Tax PIN: 7762369298
6. All property in this section of the subdivision and within 50' is currently zoned R-10
7. Total Area in this Section: 19.131 Acres
8. Area Within Lots: 15.24 Acres
9. Area within Road R/W: 3.802 Acres
10. Total Number of Lots: 46
11. Average Lot Size: 14,434 Sq. Ft.
12. Linear Ft. of Road C/L: 2,625.4 Ft.
13. Setbacks
    Front: 30' Side: 10' Rear: 25' *Subject to front yard averaging per Section 3.02(D)
14. Proposed 20' City of Asheboro Sanitary Sewer Easement Parallel & Perpendicular 10' To Property Line
15. All Points Being 5/8" NIR Up 4" Unless Otherwise Noted
16. Subject to front yard averaging on both streets, corner lots have front yard setbacks, side setbacks, and no rear yard setback.

LINE	BEARING	DISTANCE
L1		26.68
L3		11.88
L4		19.84
L5		7.29
L6		19.08
L7		19.55
L8		64.27
L9		93.73
L10		44.16
L11		49.12
L12		19.60
L13		44.29
L14		33.42
L15		93.42
L16		44.56
L17		44.03
L18		92.50

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	180.00	86.72	85.88		
C2	25.00	18.69	18.26		
C3	50.00	97.86	82.97		
C4	50.00	65.27	60.73		
C5	50.00	68.71	63.43		
C6	25.00	18.69	18.26		
C7	210.00	53.93	53.78		
C8	117.78	182.23	164.59		
C9	157.06	98.14	96.55		
C10	164.86	52.41	52.19		
C11	119.92	50.89	50.51		
C12	119.92	36.37	36.23		
C13	192.16	80.55	79.99		
C14	150.00	28.81	28.76		
C15	210.00	25.02	25.00		
C16	210.00	26.23	26.21		
C17	210.00	50.86	50.74		
C18	210.00	30.73	30.70		
C19	210.00	55.28	55.12		
C20	330.00	66.29	66.18		
C21	35.00	38.86	36.89		
C22	55.00	60.93	57.87		
C23	55.00	59.39	56.55		
C24	55.00	59.71	56.82		
C25	55.00	53.82	51.70		
C26	35.00	38.86	36.89		
C27	55.00	61.06	57.98		
C28	55.00	97.58	85.28		
C29	55.00	58.44	55.73		
C30	55.00	16.76	16.70		
C31	270.00	66.77	66.60		
C32	270.00	67.14	66.97		





Location Map
(Not to Scale)

Hardwood Tree
Evergreen Tree
Stone
R/W - Right of Way Monument
RRS - Railroad Spike
NIR - New Iron Rod
NIP - New Iron Pipe
NCGS Monument
EH - Existing Hail
EIR - Existing Iron Rod
EIP - Existing Iron Pipe
Existing Concrete Monument
Bench Mark
Computed Point / Point Not Set
Well
Property Line
Computed Property Line
Right of Way Line
Easement Line
Tie Lines
Setback Lines
Gas Line
Sanitary Sewer Line
Storm Sewer Line
Water Line
Fence
Overhead Utility Line
Overhead Power Line
Underground Electric Line
Underground Comm. Line
100-Year Flood Hazard Line
Floodway
C/L Railroad
Catch Basin
Yard Inlet
Storm Sewer Manhole
Junction Box
Drop Inlet
Irrigation Control Valve
Back Flow Provenator
Water Valve
Water Manhole
Water Meter
Fire Dept. Connection
Fire Hydrant
Utility Polo
Telephone Pedestal
Telephone Polo
Transformer
Communications Manhole
SS - Sanitary Sewer
SS Manhole
SS Cleanout
U/G Power Box
Power Polo
Light Polo
Guy Polo
Gas Valve
Guy Wire
Gas Manhole
Gas Meter
Electric Meter
Electric Manhole
Spot Elevation

STATE OF NORTH CAROLINA

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

_____ _____
Date Review Officer

I (We) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent.

_____
Date Owner

This subdivision plat has been found to comply with the provisions of the Subdivision Ordinance of the City of Asheboro, provided that it is recorded in the Office of the Register of Deeds within sixty (60) days of the final approval of the Community Development Director.

_____ (Date) _____ Community Development Director

I hereby certify that the street, utility, and other required improvements have been installed or provisions have been made for installation in an acceptable manner and according to City specifications and standards in the _____subdivision.

_____(Date) _____City Engineer

I, Dan W Tanner II, Professional Land Surveyor, certify:

In accordance with NC General Statute 47-30(f)11a
That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

I, Dan W Tanner II, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in:

Book 2777 , page 1910 ;

that the boundaries not surveyed are clearly indicated as drawn from information found in Book See , page Notes ; that the ratio of precision or positional accuracy as calculated is 1:10000+, that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this the 11th day of May, A.D., 2022.

PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES

_____
Professional Land Surveyor L-4787

NORTH CAROLINA
PROFESSIONAL
SEAL
L-4787
LAND SURVEYOR
DAN W TANNER II

I, Dan W Tanner II, certify that this map was drawn under my supervision from an actual GPS/ GHSS survey made under my supervision and the following information was used to perform the survey:
(1) Class of survey: Class A
(2) Positional accuracy: <0.10'
(3) Type of GHSS field procedure: Real-Time Kinematic Networks
(4) Dates of survey: June 10, 2021
(5) Datum/Epoch: NAD83(2011) / 2010.00
(6) Published/Fixed-control use: North Carolina Real Time Network
(7) Geoid model: Geoid 12A
(8) Combined grid factor(s): 0.99988371
(9) GPS/GHSS Scale Point:
N:726,489.83 E:1,763,339.83 Z:732.77
(10) Units: US Survey Feet

Owners:
Davidson Land Development, LLC
896 Shiptontown Road
Lexington, NC 27292
Phone #: (336) 250-0483

Final Plat For:

Windcrest Acres Subdivision Section 3

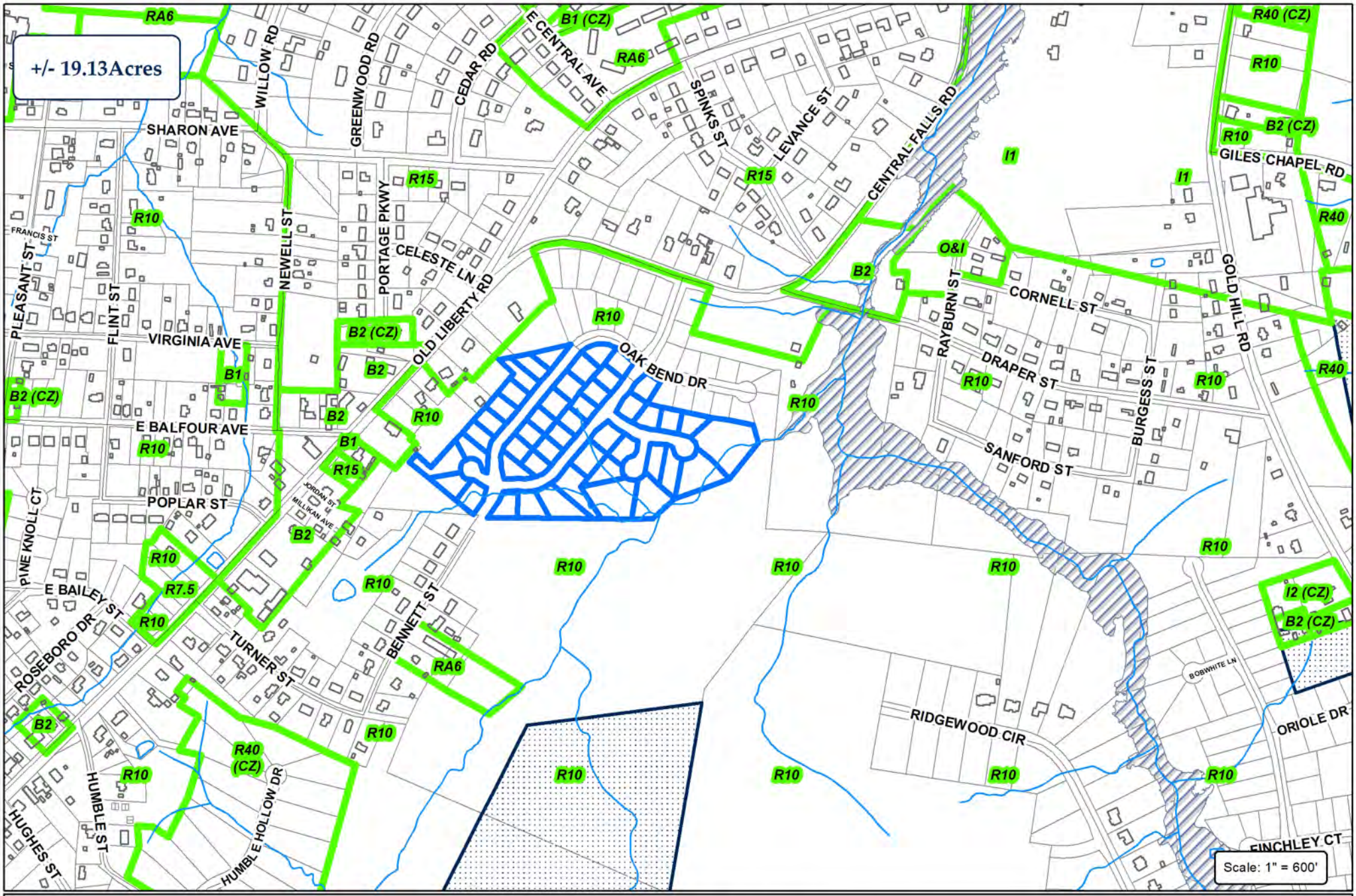
City of Asheboro
Asheboro Township Randolph County
North Carolina May 11, 2022
Deed Book:2777 Pg:1910
Plat Book:106 Pg:48
Scale: 1" = 80 US Survey Feet

Bar Scale:
0 80 160 240

SURVEY CAROLINA, PLLC
154 S. Fayetteville St, Suite B, Asheboro, NC 27203
Phone Number: 336 625-8000
Email: mail@surveycarolina.com

Firm #: P-1110
Dan W Tanner II L-4787

Job #: 13551



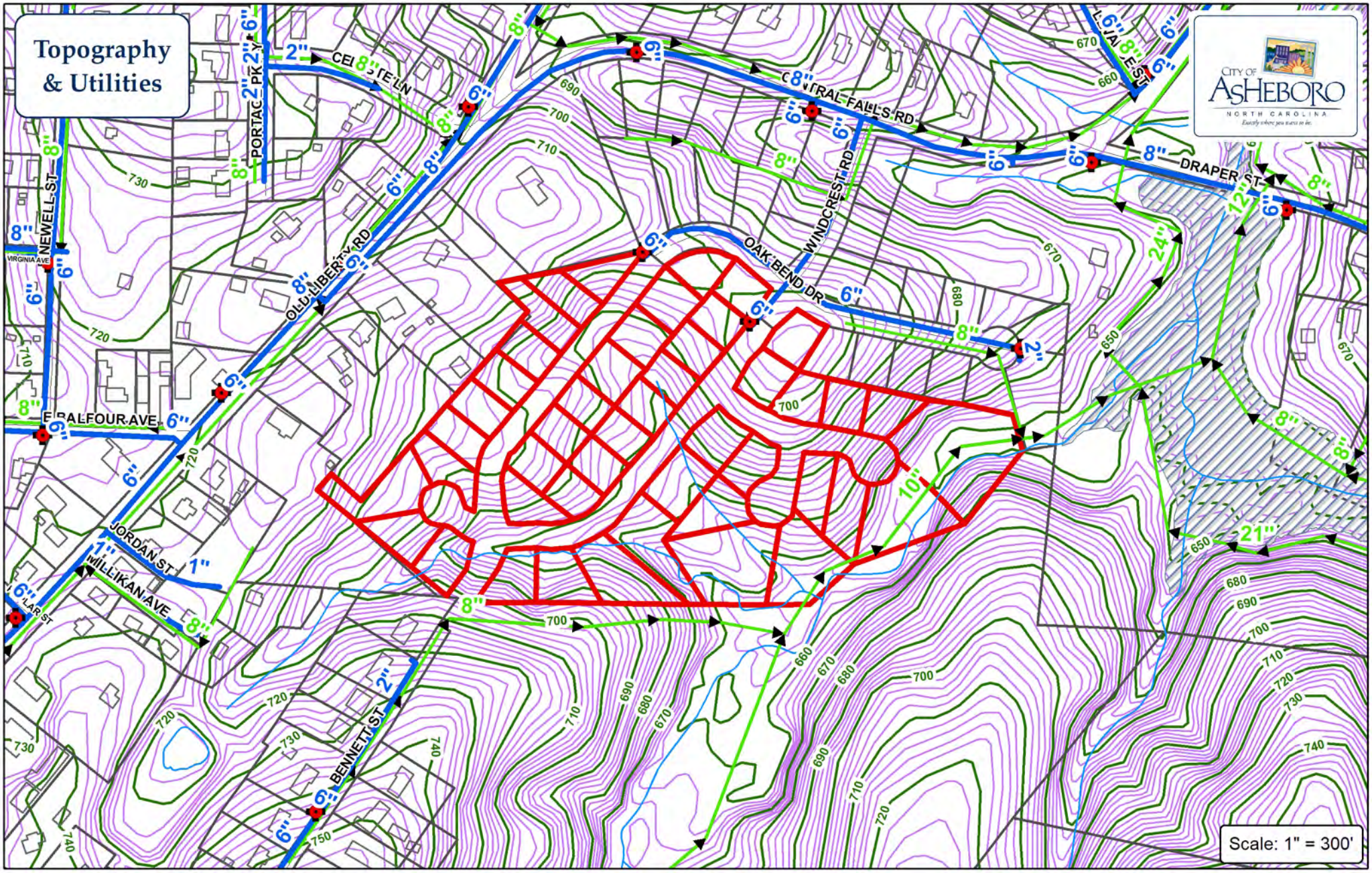
City of Asheboro Planning & Zoning Department

Subdivision Case: SUB-95-06
Windcrest Subdivision Sec 3

Parcel: 7762369298 (pt.)

ETJ

Subject Property
Zoning



Water Main

Sewer Main

Force Main

Fire Hydrant

Pump Station

City of Asheboro
Planning & Zoning Department
Subdivision Case: SUB-95-06
Windcrest Subdivision Sec 3
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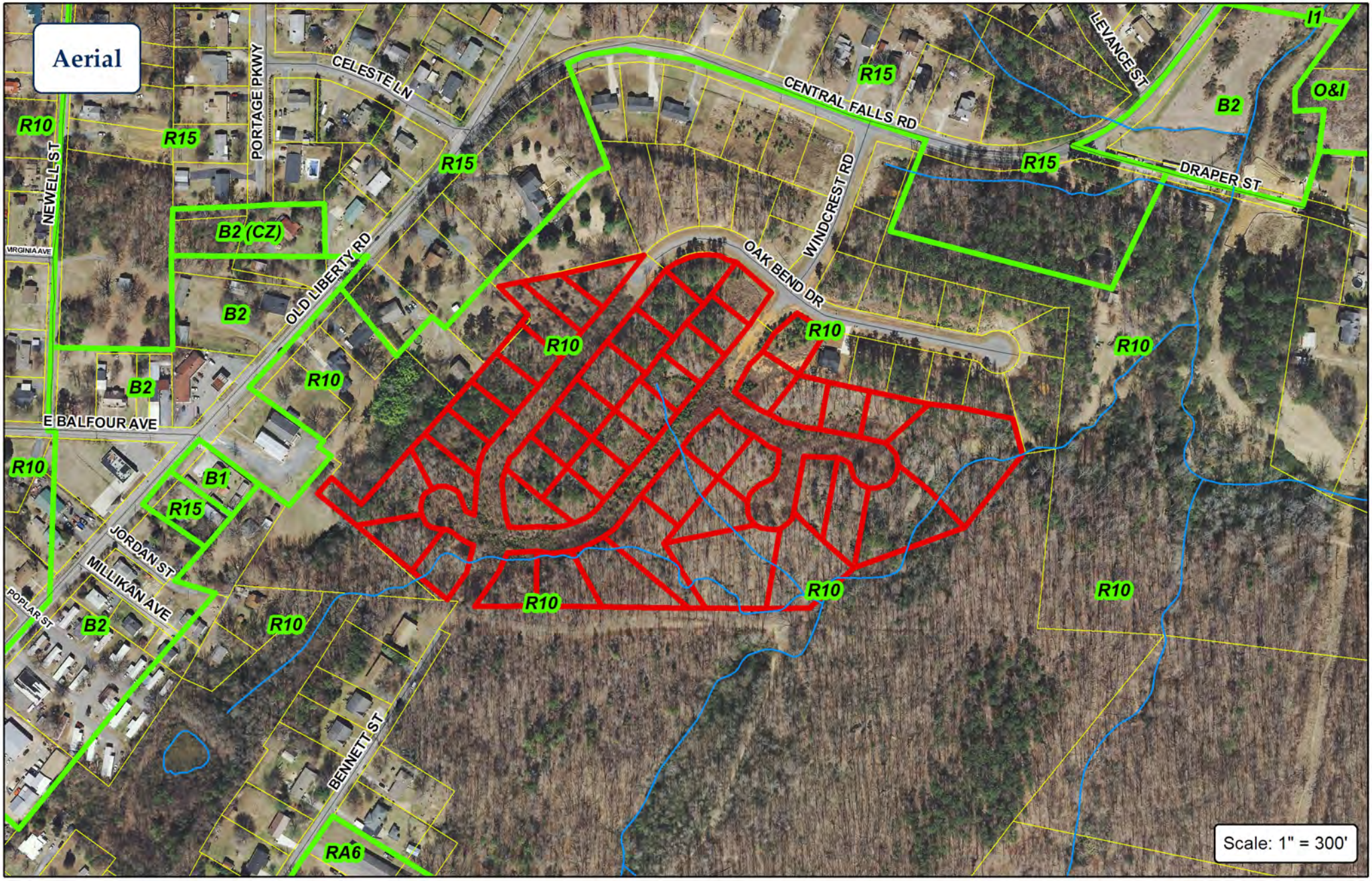
Subject Property



City of Asheboro Planning & Zoning Department

Subdivision Case: SUB-95-06
Windcrest Subdivision Sec 3

Parcel: 7762369298

Subject Property
Zoning

<u>Case No. SUB-22-04</u>: Request for a Subdivision Sketch Design (Estates of Cedar Falls: Old Cedar Falls Road):

Staff Report

SUBDIVISION STAFF REPORT
Sketch Design

CASE # SUB-22-04 **Date** June 9, 2022 City Council

GENERAL INFORMATION

Subdivision Name	Estates of Cedar Falls
Requested Action	Sketch Design for conventional subdivision
Applicant	Brian Thomas
Address	2513 Old Cedar Falls Rd., Asheboro, NC 27203
Phone	727-243-0887
Location	East of 2513 Old Cedar Falls Road

PARCEL INFORMATION

PIN	7762369298 (portion)		
Size	56.73 acres +/-	**Number of Lots**	69 (includes three larger tracts; one is developed)
Existing Zoning	R10	**Average Lot Size**	0.30 acres +/- (not including three larger tracts)
Existing Land Use	Undeveloped (with exception of single-family dwelling on one of larger tracts)		
Surrounding Land Use			
North	Low-density res./agricultural	**East**	Low-density res./agricultural
South	Low-density res./agricultural	**West**	Proposed Planned Unit Development

LAND DEVELOPMENT PLAN

Growth Strategy Map	Primary Growth
Proposed Land Use Map	Neighborhood Residential
Small Area Plan Map	East
Identified Activity Center?	No

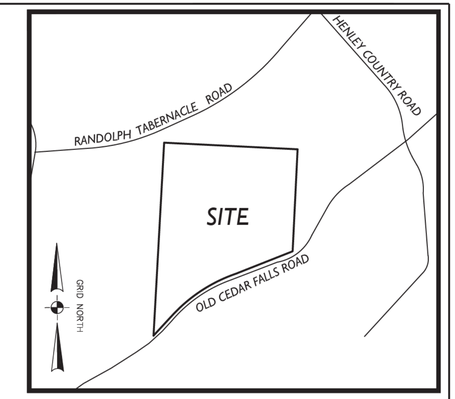
Development Issues

1. This is a conventional subdivision. While the Subdivision Ordinance encourages sidewalks, they are not required in a development that is not a Planned Unit Development.
2. Unlike a Planned Unit Development that was approved in Phase 1, a conventional residential subdivision is permitted by right in a residential zoning district, subject to meeting the requirements of the subdivision ordinance.
3. There is a small area of 100 year floodplain on the northwestern side of the development, affecting 3 of the lots. However, this floodplain is not within the footprint of where residential structures would be placed.
4. One entrance is proposed from Old Cedar Falls Road. The development does not include a connection to the previously approved Thomas Estates Planned Unit Development.
5. As of May 31, 2022, staff is working with the applicant on having the sketch design show future connections from the development to adjoining property.

SUBDIVISION STAFF REPORT
Sketch Design

DEPARTMENT COMMENTS

Engineering	The plan was routed to Engineering. After review, they had no corrections needed.
Public Works	The plan was routed to Public Works, who have no comments at this time.
Planning	1. A revised plat was received on June 1, 2022. Review is pending. 2. Depending on proposed phasing, a temporary turnaround may be required.
Other	The Plan has been routed to the NC Department of Transportation, Asheboro City Schools, and the US Post Office. NCDOT has indicated that site drive location may need to be adjusted and/or clearing of dedicated R/W to obtain minimum sight distance. Roadway improvements may be required. Fire hydrant locations will need to be approved by Fire Department with preliminary plat.
Staff Recommendation	Staff's recommendation is pending.
Planning Board Recommendation	



VICINITY MAP
1":1,000'

SITE NOTES:

OWNERS: PHYLLIS E. THOMAS
PIN NUMBERS: 7772117810
EXISTING ZONING: R10
EXISTING LAND USE: VACANT
SITE ADDRESS: 2513 OLD CEDAR FALLS ROAD ASHEBORO, NC
OWNER ADDRESSES: 2965 UPPER RIDGE ROAD PENNSBURG, PA.

THE PROJECT IS LOCATED WITHIN THE CITY OF ASHEBORO.

PARCEL BOUNDARIES, TOPOGRAPHIC DATA, EASEMENTS, EXISTING WATER METER AND SANITARY SEWER ARE SHOWN PER FIELD SURVEY PERFORMED BY SURVEY CAROLINA, PLS

PROPOSED USE: RESIDENTIAL

LOT INFORMATION

- TOTAL TRACT AREA: 56.73 AC
- TOTAL LOTS: 69 (3 LARGER TRACTS TO BE RETAINED BY EXISTING OWNER)
  -- LOTS 67, 68, & 69 TO BE RETAINED BY THE EXISTING OWNER)

- SUBDIVISION AREA: 22.3 ACRES
- NUMBER OF SUBDIVISION LOTS: 66 LOTS
- AVERAGE LOT SIZE: 0.30 AC
- PUBLIC R/W AREA: 1.57 AC.

- R 10 SETBACKS:
  FRONT= 30 FT
  SIDE= 10 FT
  REAR= 25 FT
- MIN. LOT SIZE 10,000 SF
- MIN. LOT WIDTH 75

2. PROPOSED STREET INFORMATION
   - BLAKE LANE 3,032 LF.
   - CHAMBERS WAY 260 LF.
   - DORSET RD. 1505 LF.
   - 50' R/W

3. MAINTENANCE NOTES
   - MUNICIPALITY TO MAINTAIN ALL STORM SEWER, SANITARY SEWER, AND WATER LINES WITHIN PUBLIC R/W

4. OBTAIN ALL APPLICABLE PERMIT APPROVALS PRIOR TO ANY CONSTRUCTION.

5. CONFIRM UTILITY TIE INS WITH CITY PRIOR TO CONSTRUCTION.

6. FINAL PUMP STATION LOCATION IS SUBJECT TO CHANGE WITH FIELD CONDITIONS DUE TO ROCK, TOPOGRAPHY, ETC.

7. CORNER LOTS ARE SUBJECT TO FRONT YARD AVERAGING N BOTH STREETS. CORNER LOTS HAVE NO REAR SETBACK BUT ONLY FRONT AND SIDE SETBACKS.

DRAWING LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- ADJOINING PROPERTY LINE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING WATER LINE
- PROPOSED SANITARY SEWER LINE
- EXISTING WATER LINE
- RIGHT OF WAY LINE
- EXISTING STREAM CENTERLINE
- 100 YEAR FLOOD LINE

0' 100' 200' 300'
DRAWING SCALE

GRID NORTH

PRELIMINARY PLANS NOT FOR CONSTRUCTION

NORTH CAROLINA PROFESSIONAL SEAL 26447 8-1-22 ENGINEER JACK SUMMEY, JR.

SEA

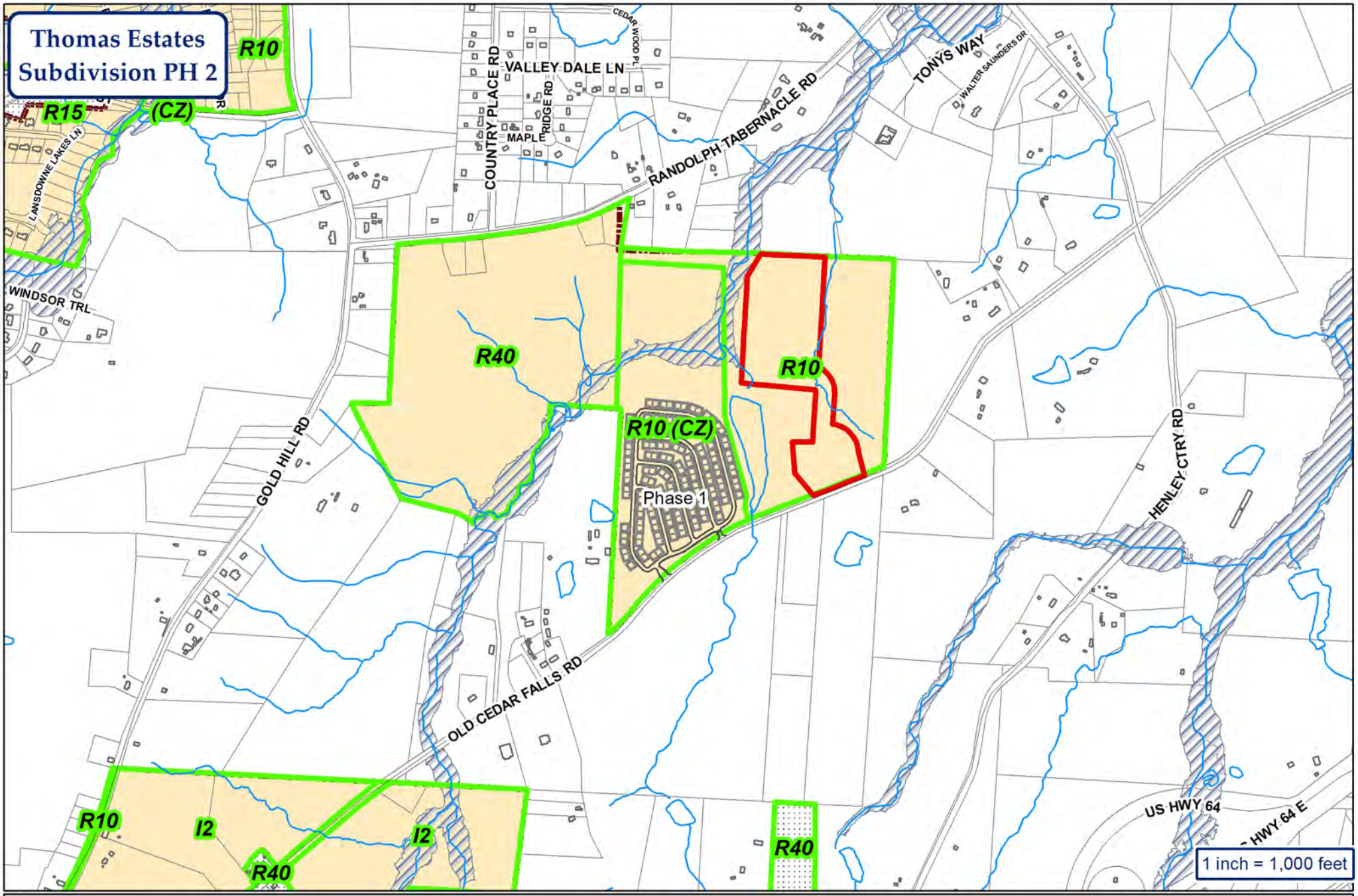
Summey Engineering Associates, PLLC
Engineering - Consulting - Surveying
PO Box 968
Asheboro, NC 27204
Phone: 336-328-0902 Fax: 336-328-0922
Email - info@summeyengineering.com
NC Professional Engineering Firm License No. P-0336

No.	Date:	Description:	By:

MASTER SKETCH PLAN
ESTATES OF CEDAR FALLS
2513 OLD CEDAR FALLS ROAD
ASHEBORO - RANDOLPH COUNTY - NORTH CAROLINA

Scale:	1"=150'
Date:	MAY 2022
Drawn By:	DJB
Checked By:	HMSJ
Job No.:	E-7794

Sheet No. C-3

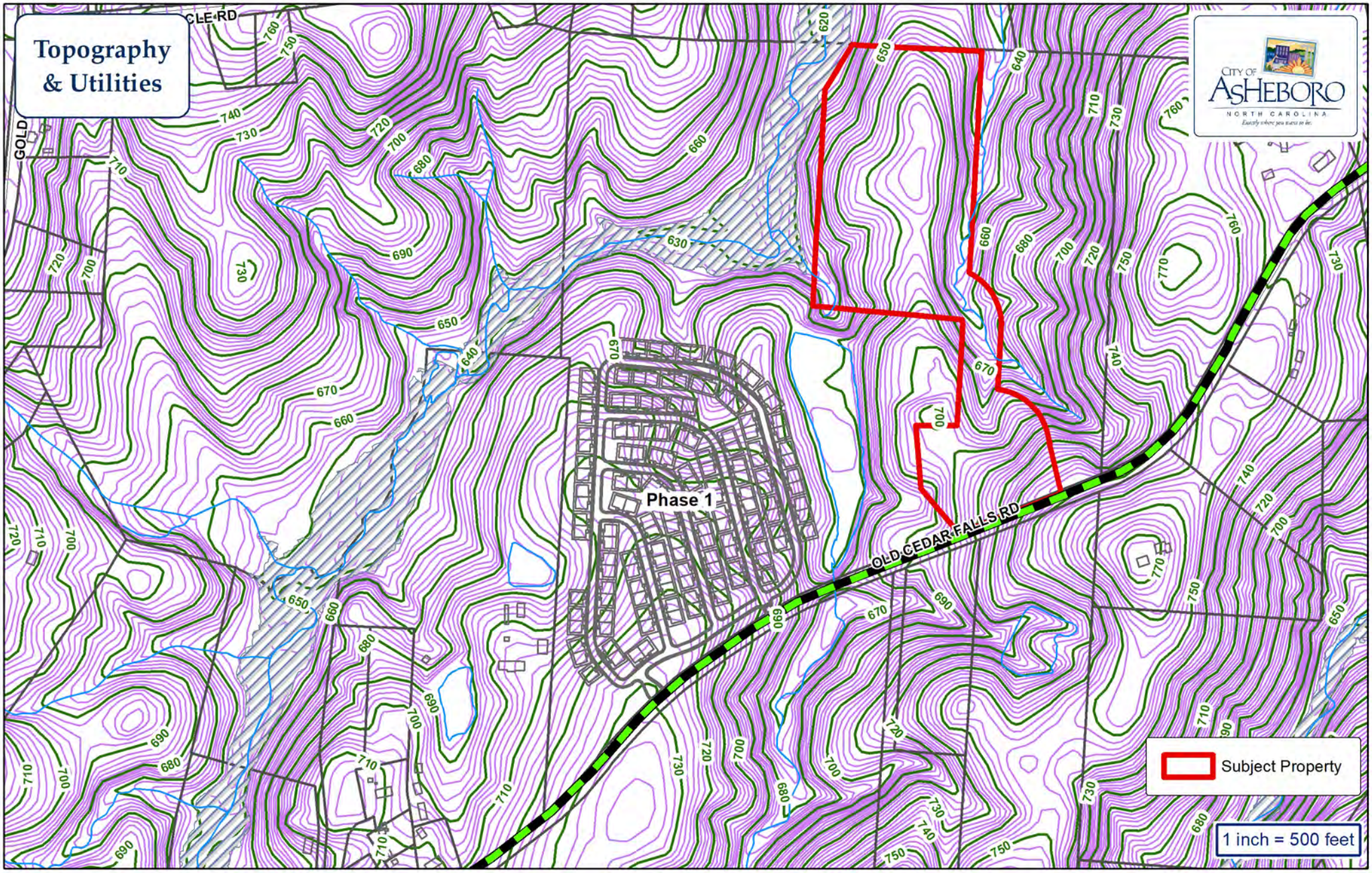


City of Asheboro
Planning & Zoning Department

Subdivision Case: SUB-22-04

Parcel: 7772117810 (pt.)

Subject Property
Zoning
City Limits
ETJ



Force Main
Water Main
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City of Asheboro Planning & Zoning Department

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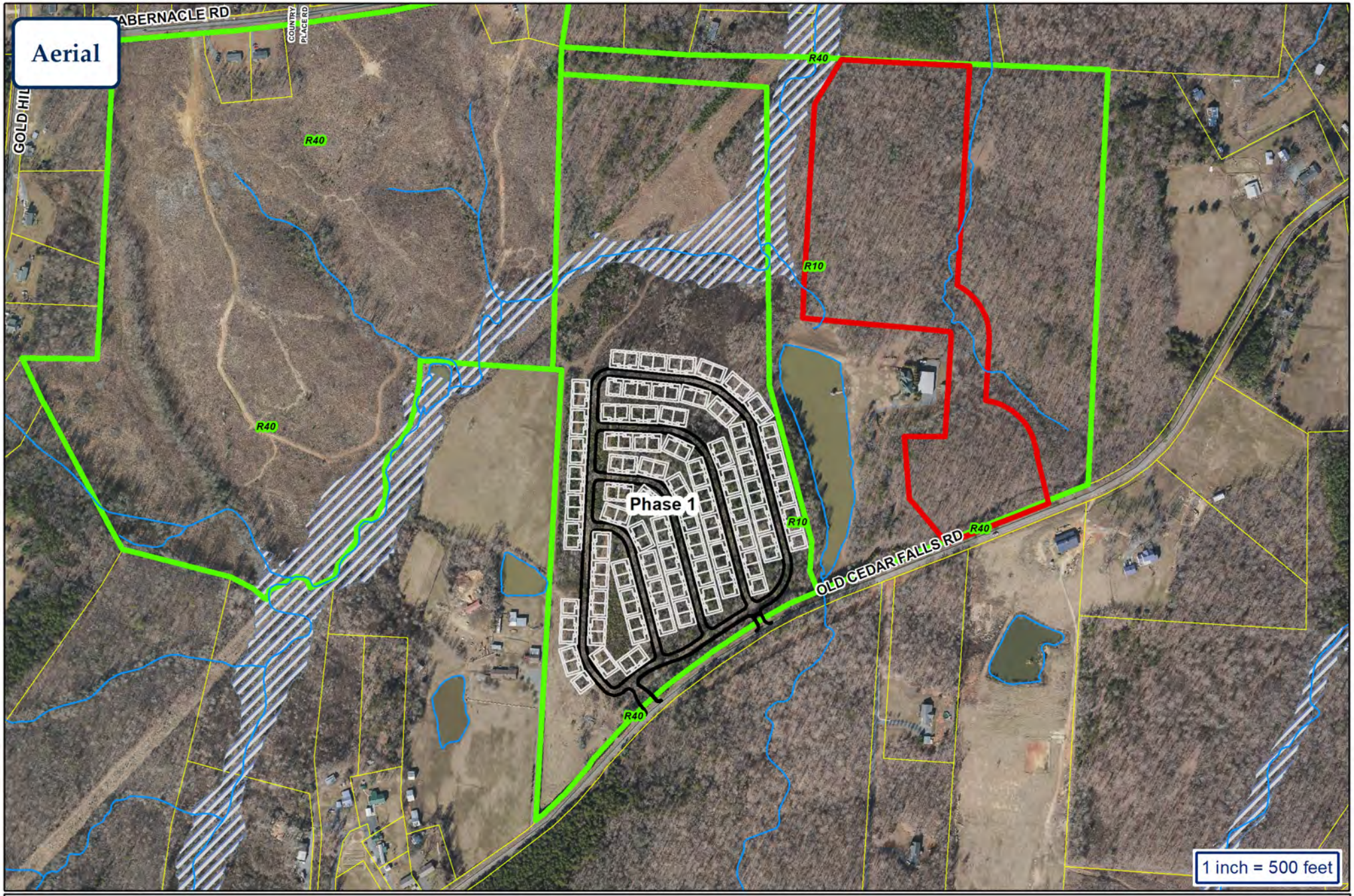

City of Asheboro
Planning & Zoning Department

Subdivision Case: SUB-22-04

Parcel: 7772117810 (pt.)

Subject Property
Zoning

DocuSign Envelope ID: 8B0312DF-BF07-4B94-9E11-2891F390CE03

PROJECT: EB-5862 **WBS NO:** 47318.3.1

BID TABULATION

DESCRIPTION: SIDEWALK ALONG INDUSTRIAL PARK AVENUE FROM PARKING LOT AT ENTRANCE B TO RANDOLPH COMMUNITY COLLEGE TO JUST EAST OF ENTERPRISE STREET IN ASHEBORO, NC

CITY OF ASHEBORO - RANDOLPH COUNTY

						ENGINEER'S ESTIMATE		HUNTING CREEK CONSTRUCTION, INC.		TERRY'S PLUMING & UTILITIES, INC.		J.P. YATES CONSTRUCTION, LLC	
Line Item	Item No.	Sec No.	Description	Quantity	Unit	Price	Amount	Price	Amount	Price	Amount	Price	Amount
1	0000100000-N	800	Mobilization	1	LS	$ 25,000.00	$ 25,000.00	$ 10,800.00	$ 10,800.00	$ 8,444.00	$ 8,444.00	$ 30,000.00	$ 30,000.00
2	0000400000-N	801	Construction Surveying	1	LS	$ 7,500.00	$ 7,500.00	$ 12,500.00	$ 12,500.00	$ 7,000.00	$ 7,000.00	$ 8,500.00	$ 8,500.00
3	0043000000-N	226	Grading	1	LS	$ 75,000.00	$ 75,000.00	$ 93,577.67	$ 93,577.67	$ 10,000.00	$ 10,000.00	$ 130,800.00	$ 130,800.00
4	0372000000-E	310	18" RCP - Class III	16	LF	$ 50.00	$ 800.00	$ 85.00	$ 1 360.00	$ 140.00	$ 2 240.00	$ 300.00	$ 4 800.00
5	1220000000-E	545	Incidental Stone Base	10	Tons	$ 50.00	$ 500.00	$ 45.00	$ 450.00	$ 100.00	$ 1,000.00	$ 200.00	$ 2,000.00
6	1330000000-E	607	Incidental Milling	360	SY	$ 18.00	$ 6,480.00	$ 35.00	$ 12,600.00	$ 20.00	$ 7,200.00	$ 50.00	$ 18,000.00
7	1491000000-E	610	Asphalt Concrete Base Course Type B25.0C	20	Tons	$ 300.00	$ 6 000.00	$ 515.00	$ 10 300.00	$ 200.00	$ 4 000.00	$ 400.00	$ 8 000.00
8	1498000000-E	610	Asphalt Concrete Intermediate Course Type I19.0C	10	Tons	$ 300.00	$ 3 000.00	$ 515.00	$ 5 150.00	$ 200.00	$ 2 000.00	$ 400.00	$ 4 000.00
9	1519000000-E	610	Asphalt Concrete Surface Course, Type S9.5B	40	Tons	$ 300.00	$ 12,000.00	$ 515.00	$ 20,600.00	$ 200.00	$ 8,000.00	$ 400.00	$ 16,000.00
10	1575000000-E	620	Asphalt Binder for Plant Mix	5	Tons	$ 600.00	$ 3,000.00	$ 787.00	$ 3,935.00	$ 200.00	$ 1,000.00	$ 600.00	$ 3,000.00
11	2253000000-E	840	Pipe Collar	0.45	CY	$ 2,500.00	$ 1,125.00	$ 3,200.00	$ 1,440.00	$ 2,000.00	$ 900.00	$ 3,500.00	$ 1,575.00
12	2549000000-E	846	2'-6" Concrete Curb & Gutter	110	LF	$ 55.00	$ 6 050.00	$ 82.00	$ 9 020.00	$ 100.00	$ 11 000.00	$ 150.00	$ 16 500.00
13	2591000000-E	848	4" Concrete Sidewalk	470	SY	$ 70.00	$ 32,900.00	$ 78.00	$ 36,660.00	$ 140.00	$ 65,800.00	$ 100.00	$ 47,000.00
14	2605000000-N	848	Concrete Curb Ramps	4	EA	$ 2,250.00	$ 9,000.00	$ 2,400.00	$ 9,600.00	$ 4,000.00	$ 16,000.00	$ 2,500.00	$ 10,000.00
15	2845000000-N	858	Adjustment of Meter or Valve Box	2	EA	$ 1 200.00	$ 2 400.00	$ 1 751.00	$ 3 502.00	$ 1 000.00	$ 2 000.00	$ 1 000.00	$ 2 000.00
16	4025000000-E	901	Contractor Furnished, Type E Sign	55	SF	$ 50.00	$ 2,750.00	$ 46.00	$ 2,530.00	$ 100.00	$ 5,500.00	$ 50.00	$ 2,750.00
17	4072000000-E	903	Supports, 3-LB Steel Channel	27	LF	$ 8.00	$ 216.00	$ 7.25	$ 195.75	$ 100.00	$ 2,700.00	$ 50.00	$ 1,350.00
18	4400000000-E	1110	Stationary Work Zone Signs	96	SF	$ 7.50	$ 720.00	$ 8.25	$ 792.00	$ 100.00	$ 9,600.00	$ 50.00	$ 4,800.00
19	4405000000-E	1110	Portable Work Zone Signs	112	SF	$ 30.00	$ 3 360.00	$ 9.25	$ 1 036.00	$ 100.00	$ 11 200.00	$ 25.00	$ 2 800.00
20	4430000000-N	1130	Drums	21	EA	$ 55.00	$ 1,155.00	$ 26.00	$ 546.00	$ 200.00	$ 4,200.00	$ 250.00	$ 5,250.00
21	4447000000-N	SP	Pedestrian Channelizing Devices	28	LF	$ 50.00	$ 1,400.00	$ 53.00	$ 1,484.00	$ 200.00	$ 5,600.00	$ 200.00	$ 5,600.00
22	4455000000-N	1150	Flagger (By Day)	30	Day	$ 300.00	$ 9 000.00	$ 490.00	$ 14 700.00	$ 700.00	$ 21 000.00	$ 1 000.00	$ 30 000.00
23	4516000000-N	1180	Skinny Drum	5	EA	$ 42.00	$ 210.00	$ 22.00	$ 110.00	$ 200.00	$ 1,000.00	$ 250.00	$ 1,250.00
24	4590000000-E	SP	Transportation Management Safety Fence	20	LF	$ 110.00	$ 2,200.00	$ 5.00	$ 100.00	$ 40.00	$ 800.00	$ 100.00	$ 2,000.00
25	4595000000-E	SP	Temporary Walkway	33	SF	$ 45.00	$ 1,485.00	$ 65.00	$ 2,145.00	$ 200.00	$ 6,600.00	$ 200.00	$ 6,600.00
26	4850000000-E	1205	Removal of Pavement Marking (4")	40	LF	$ 25.00	$ 1 000.00	$ 5.00	$ 200.00	$ 40.00	$ 1 600.00	$ 50.00	$ 2 000.00
27	4891000000-E	1205	24" Crosswalk	70	LF	$ 50.00	$ 3,500.00	$ 30.00	$ 2,100.00	$ 150.00	$ 10,500.00	$ 25.00	$ 1,750.00
28	3656000000-E	876	Geotextile for Drainage	80	SY	$ 2.75	$ 220.00	$ 5.00	$ 400.00	$ 24.00	$ 1,920.00	$ 15.00	$ 1,200.00
29	6000000000-E	1605	Temporary Silt Fence	200	LF	$ 2.75	$ 550.00	$ 2.50	$ 500.00	$ 12.00	$ 2 400.00	$ 10.00	$ 2 000.00
30	6006000000-E	1610	Erosion Control Stone, Class A	50	Tons	$ 45.00	$ 2,250.00	$ 0.01	$ 0.50	$ 160.00	$ 8,000.00	$ 100.00	$ 5,000.00
31	6009000000-E	1610	Erosion Control Stone, Class B	15	Tons	$ 50.00	$ 750.00	$ 0.01	$ 0.15	$ 160.00	$ 2,400.00	$ 100.00	$ 1,500.00
32	6012000000-E	1610	Sediment Control Stone	15	Tons	$ 35.00	$ 525.00	$ 0.01	$ 0.15	$ 160.00	$ 2,400.00	$ 100.00	$ 1,500.00
33	6015000000-E	1615	Temporary Mulching	0.7	Acres	$ 725.00	$ 507.50	$ 0.10	$ 0.07	$ 9 000.00	$ 6 300.00	$ 4 500.00	$ 3 150.00
34	6018000000-E	1620	Seed for Temporary Seeding	75	LBS	$ 3.00	$ 225.00	$ 0.01	$ 0.75	$ 10.00	$ 750.00	$ 50.00	$ 3,750.00
35	6021000000-E	1620	Fertilizer for Temporary Seeding	0.3	Tons	$ 925.00	$ 277.50	$ 0.10	$ 0.03	$ 2,000.00	$ 600.00	$ 1,500.00	$ 450.00
36	6029000000-E	SP	Safety Fence	60	LF	$ 3.00	$ 180.00	$ 3.00	$ 180.00	$ 20.00	$ 1,200.00	$ 50.00	$ 3,000.00
37	6030000000-E	1630	Silt Excavation	20	CY	$ 15.00	$ 300.00	$ 0.01	$ 0.20	$ 100.00	$ 2 000.00	$ 100.00	$ 2 000.00
38	6036000000-E	1631	Matting for Erosion Control	200	SY	$ 2.00	$ 400.00	$ 0.01	$ 2.00	$ 20.00	$ 4,000.00	$ 15.00	$ 3,000.00
39	6042000000-E	1632	1/4" Hardware Cloth	40	LF	$ 6.00	$ 240.00	$ 0.01	$ 0.40	$ 20.00	$ 800.00	$ 20.00	$ 800.00
40	6084000000-E	1660	Seeding & Mulching	0.75	Acres	$ 1,800.00	$ 1,350.00	$ 1.00	$ 0.75	$ 13,000.00	$ 9,750.00	$ 4,500.00	$ 3,375.00
41	6096000000-E	1662	Seed for Supplemental Seeding	25	LBS	$ 5.00	$ 125.00	$ 0.01	$ 0.25	$ 20.00	$ -500.00	$ 50.00	$ 1,250.00
42	6108000000-E	1665	Fertilizer Topdressing	0.75	Tons	$ 870.00	$ 652.50	$ 1.00	$ 0.75	$ 2,000.00	$ 1,500.00	$ 1,500.00	$ 1,125.00
43	6117000000-E	1675	Response for Erosion Control	2	Ea	$ 300.00	$ 600.00	$ 0.01	$ 0.02	$ 4,000.00	$ 8,000.00	$ 100.00	$ 200.00
44	6117500000-N	SP	Concrete Washout Structure	1	Ea	$ 1,000.00	$ 1,000.00	$ 925.00	$ 925.00	$ 6,000.00	$ 6,000.00	$ 1,500.00	$ 1,500.00

TOTAL ENGINEER'S ESTIMATE	$ 227,903.50	AMOUNT BID	$ 259,444.44	AMOUNT BID	$ 285,404.00	AMOUNT BID	$ 403,125.00
		% DIFFERENCE	13.84%	% DIFFERENCE	25.23%	% DIFFERENCE	76.88%

Certified Lowest Total Bid: ***HUNTING CREEK CONSTRUCTION CO., INC.***
Contractor with Certified Lowest Total Bid: ***$ 259,444.44***

The engineer has no control over the cost of labor, materials, equipment or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable contruction costs herein are based on the information known to the Engineer at this time and represent only the Engineer's judgement as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from the opinion of probable construction costs.

The undersigned confirms that all of the information in this bid is correct.

By: Greg S. Purvis

Wetherill Engineering, Inc.
1223 Jones Franklin Road
Raleigh, NC 27606
Phone: (919)851-8077

Seal Redacted
Seal Redacted
Seal Redacted
Seal Redacted
Seal Redacted
Seal Redacted
Seal Redacted

**** NOTE: MISTAKE IN LC 41 - ORIGINAL READ A TOTAL OF $5000.00. SHOULD READ AS $500.00. UNIT PRICE GOVERNS.***

WWW.SEPIINC.COM

RALEIGH
1 Glenwood Ave
Suite 600
Raleigh, NC 27603
O: 919.789.9977
F: 919.789.9591

CHARLOTTE
11020 David Taylor Dr
Suite 300
Charlotte, NC 28262
O: 704.714.4880
F: 704.714.4885

WILMINGTON
5030 New Centre Dr
Suite B
Wilmington, NC 28403
O: 910.523.5715
F: 910.523.5716

CHARLESTON
460 King St
Suite 200
Charleston, SC 29403
O: 843.804.8486
F: 843.203.9049

BEAUFORT
2015 Boundary St
Suite 233
Beaufort, SC 29902
O: 843.929.6854

June 1, 2022

Trevor L. Nuttall
Community Development Director
City of Asheboro
146 N. Church Street
Asheboro, NC 27203

Subject: **City of Asheboro – EB-5862 Randolph Community College (RCC) Public Sidewalk Improvements – Construction Engineering and Inspection Services - Asheboro, NC**

Dear Mr. Nuttall,

SEPI Engineering & Construction, Inc. (SEPI) is pleased to provide the City of Asheboro with a scope and fee proposal for Professional Construction Engineering and Inspection Services for the **Randolph Community College (RCC) Public Sidewalk Improveprovements (EB-5862) Project.** This estimate is based upon our understanding of the project information and scope of work as provided in the discussions with the **City of Asheboro**.

SEPI offers our clients a wide spectrum of services and we pride ourselves on being a full-service civil engineering and construction management firm with a 21-year history of providing professional engineering consulting services throughout North Carolina and the southeastern United States. Our services include site/civil engineering; land planning; surveying; environmental; planning; roadway design; traffic engineering; water resources; environmental remediation; construction engineering and inspection; and operations and maintenance. Our multi-disciplined structure enables SEPI to provide full consulting services for every step of a project from inception to implementation. SEPI is a certified Women's Business Enterprise (WBE) in North Carolina, South Carolina, and Florida. Our corporate office is located in Raleigh, with branch offices located in Wilmington NC, Charlotte NC, Asheville NC, Charleston SC, and Beaufort SC.

Scope and Fee

Our scope of services includes your potential desire to have selected construction management duties, material verification, materials testing, claims avoidance, and project closeout associated with this project, performed to minimum NCDOT specifications. The scope of this project would include the following:

* Standard proctor value on the subgrade;
* In place density testing on the subgrade in accordance with NCDOT protocols;
* In place density testing on the aggregate base in accordance with NCDOT protocols;
* Preparation of 7 and 28 day cylinders and strength testing of field samples of concrete samples;
* Conduct all concrete field testing (which includes concrete air entrainment and concrete slump);
* Produce concrete test cylinders and deliver to third party laboratory for testing. We have provided an estimate of cost to perform these services and is included in this fee proposal;
* Perform sampling for all appropriate materials on the project;
* Monitor sedimentation and erosion control devices and document revisions to include in project "as-builts";
* Monitor traffic control plans for compliance;
* Monitor utility conflicts and relocations;
* Inspect asphalt repair/laydown operations;
* Maintain daily project documentation in accordance with minimum NCDOT standards;
* Perform claims avoidance for client;
* Provide project closeout.

SEPI construction technicians will have all equipment necessary to conduct their work in their possession at all times. All equipment will be well maintained, recently calibrated, and in good working order. SEPI will provide appropriate vehicle for requirements of project. SEPI will provide reliable computer with WIFI capability.

The Construction Technician has the ability to inspect construction phases for roadway/structure construction projects under the direct supervision of the SEPI construction project manager but also responds to inquiries from **City of Asheboro (COA) staff**, or other supervisory personnel. The work by the Construction Technician is predicated upon the requirement to act and make decisions in coordination with the **City** for all project issues and to foster partnering relationships with the **City of Asheboro**, contractors, the general public, or other project stakeholders. The Construction Technician will monitor the work of contractors to ensure quality control and contractor compliance of moderate complexity. The inspector will be flexible in his responsibilities and will use the direction of the engineer to incorporate plan changes and/or non-conformance of the contractor. This technician also maintains diaries and other project documentation. The technician will also provide cost documentation of pay quantities accurately and in a manner satisfactory to the **City** and in accordance with NCDOT standard procedures.

The SEPI Construction Manager's function is to manage the assigned elements of a construction project to assure quality of the contractor’s compliance with the plans and contract documents, attend preconstruction meetings, attend monthly progress meetings, prepare reports, approve pay applications from contractor, manage project personnel staffing, project inspection, claims avoidance, project closeout, and contract administration.

The fees noted below include travel time and management/coordination/ administration. Any direct expenses required beyond those considered customary will be reviewed with the **City of Asheboro** for approval prior to expense.

Introduction:

SEPI Engineering & Construction (SEPI) will be assisting the **City of Asheboro** on Construction Engineering and Inspection and Construction Materials Testing services for the subject project.

Description of Work Required:

Based upon information provided by the **City of Asheboro**, contract documents, and plans, a construction technician is needed for the inspection of the construction of the **Randolph Community College Sidewalk Project in Asheboro (EB-5862) in Asheboro.** Scope of work will include inspection of subgrades; compaction testing of fill soils; concrete material sampling and testing; nuclear gauge testing of aggregate base material and asphalt; trail grading inspection; drainage; monitoring sedimentation and erosion control devices; monitoring traffic control; monitor utility conflicts and relocations; inspection of asphalt repair/laydown; signage; pavement markings; pay verification of contract items; preparation of monthly pay estimates; conduct wage interviews; review Buy American Specifications; conduct payroll certifications; claims avoidance; project closeout; and provide technical support for items needed to certify project has been completed to FHWA requirements for reimbursement and in accordance to minimum **City of Asheboro** and NCDOT standards. Estimate has also been provided to perform construction material testing and sampling services in support of this project.

Scope of work also includes conducting Preconstruction Conference; conducting progress meetings; preparing minutes from said meetings; developing change orders; developing Requests for Information (RFIs); and negotiating contract revisions.

Project Administration:

1.1 General Administration
1.2 Project construction administration will be directed by the **City of Asheboro (COA)**
1.3 SEPI will take direction from **COA** on schedule
1.4 SEPI will coordinate all contractor communications with **COA** Project Manager
1.5 SEPI fee is based upon on an average 20 hours/week. Actual time invoiced will be based upon time on the project and performing duties associated with **COA** project.
1.6 SEPI will observe and inspect project per project contract, plans, permits, NCDOT Standards and Specifications, and any governing **City of Asheboro** specifications.

General Design:

2.1 Project Quantities - SEPI will follow design plans (and any field plan revisions) to calculate quantities and document material received in accordance with NCDOT standard practices and will be based upon the latest version of the Standard Specifications and Project Special Provisions (2018).
2.2 Project Special Provisions - SEPI will observe and interpret the project special provisions for this project using the most current revisions in the contract document.

Construction Engineering and Inspection Services:

3.1 Daily Inspection - SEPI will observe daily operations of contractor per NCDOT standards and specifications.
3.2 Project Diaries - SEPI will document daily operations of contractor per NCDOT standards and specifications, and in accordance to the NCDOT Construction Manual with the approved daily report form. All needed forms will be identified prior to project to ensure correct documentation is used.
3.3 Materials Received - SEPI will record all material received per NCDOT standards specifications and in accordance with the NCDOT Construction Manual, unless otherwise noted.
3.4 Maintain Pay Record Book - SEPI will record and document pay items per NCDOT standards, specifications, and the NCDOT Construction Manual, unless otherwise noted.
3.5 Coordinate Material Testing - SEPI will coordinate all laboratory testing with a certified testing laboratory.
3.6 Subgrade Evaluation - SEPI will observe and inspect subgrade operations, including performing density tests.
3.9 Material Testing - where appropriate and identified by scope, SEPI will provide field testing per NCDOT standards and specifications and within frequencies specified in the NCDOT Minimum Sampling Guide. All testing technicians assigned to this project will be certified by NCDOT. Proof of NCDOT certifications will be provided to the **COA Project Manager**.

QA/QC:

4.1 As part of SEPI's QA/QC process, SEPI's Project Manager will conduct project inspections to ensure compliance and quality of work.
4.2 On-Site PM Review - This will be done as needed for a documentation review
4.3 Coordination with job progress will be part of the QC process.
4.4 Monthly Progress Meetings will be held with **COA**, contractor, and other stakeholders.

Project Schedule:

5.1 SEPI will coordinate the monitoring of work associated with this project when the scope and fee is approved by **COA**.

Exclusions:

6.1 If additional services are needed, this will be further negotiated.

Invoicing:

7.1 SEPI will send invoices on a monthly basis.

Estimate

Our Labor Structure Fee Schedule is:

Refer to the attached NCDOT estimate spread sheet.

Scope of work will include proof rolling subgrades and compaction testing of fill soils. The SEPI inspector will provide concrete testing and inspection and lab testing services through our Sub-contractor for determining the compressive strength of the concrete. We will inspect grading; drainage; ABC base installation; asphalt surfacing and repair as necessary; utility installation; pavement markings and signage; seeding; and document control.

Construction Technician(s) – 315 hours; **Project Manager – 8 hours; Construction Materials Laboratory Testing $2,000**

Total Not-to-Exceed Cost with labor and directs - $37,748.83

Construction technician time is based working 20 hours per week on a four-month (4) construction/closeout period . This estimate is valid for a period of 30 days.

Statement of Firm Being on Register.
SEPI is properly registered with the North Carolina Board of Registration for Professional Engineers and Land Surveys and carries the requested professional liability insurance coverage.

We have the financial capacity to undertake this assignment and have the accounting system to identify project costs accurately.

STATEMENT OF FIRM BEING ON REGISTER

SEPI is properly registered with the North Carolina Board of Registration for Professional Engineers and Land Surveys and carries the requested professional liability insurance coverage.

We have the financial capacity to undertake this assignment and have the accounting system to identify project costs accurately.

SEPI

DATE OF MOST RECENT PRE-QUALIFICATION

SEPI has obtained its NCDOT Prequalification through 7/31/2022 for work codes 195 and 233. The SEPI Team will comply with all applicable federal, state, and local regulations regarding equal employment opportunity.

SEPI maintains Workers Compensation Insurance and General Liability Insurance coverage of $2,000,000 for our Firm. Upon receipt of a Notice of Intent to Award (NIA) and/or Notice of Award, our team can provide Certificates of Insurance.

CONFIDENTIALITY

This proposal was prepared by SEPI solely for your internal use in evaluating SEPI's services. SEPI considers the pricing technical and business information containing in this estimate to be proprietary and confidential. This proposal and the information contained herein shall not be used for any purpose other as specifically stated above and shall not be disclosed to any other party without SEPI's prior written consent.

Sincerely,

C. E. "Neil" Lassiter, PE
Senior Vice-President - CEI Director

The return of this executed document will serve as the Notice to Proceed.

Accepted By:

Print: _____

Signature: _____

Date: _____

Version: 2022.01.14.RJS

CEI and ALL TECHNICIANS' SCOPE and ESTIMATE--(WITH SH FT PREMIUM) No 85%-Rule--STAND-ALONE or ON-CALL

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

PROFESSIONAL SERVICES MANAGEMENT UNIT

Choose YES or NO to Hide/Unhide Appropriate Estimate Sheets as dictated by Task Order Scope.

Construction Engineering and Inspection (CEI)

WBS-XXXXX.X.X
Asheboro - Randolph Community College Sidewalk CEI Project - (EB-5862)
LSC #XXXXXXXXXX

ENGINEERING AND INSPECTION TECHNICIANS

				Regular Direct Labor			
SEPI Engineering & Const, Inc.	**Prime Contractor** Technicians		$	10,524.40	*Prime CEI Tech Salary Cost*	*Prime CEI Tech Fee Cost*	
SEPI Engineering & Const, Inc.	**Prime Contractor** Overhead Audited -- **FIELD**	163.66%	$	17,224.23	$ 27,748.63	$	2,497.38
SUBCONTRACTOR1 NAME	**Subcontractor1** Technicians		$	-	*Sub1 CEI Tech Salary Cost*	*Sub1 CEI Tech Fee Cost*	
SUBCONTRACTOR1 NAME	**Subcontractor1** Overhead Audited -- **FIELD**		$	-	$ -	$	-
SUBCONTRACTOR2 NAME	**Subcontractor2** Technicians		$	-	*Sub2 CEI Tech Salary Cost*	*Sub2 CEI Tech Fee Cost*	
SUBCONTRACTOR2 NAME	**Subcontractor2** Overhead Audited -- **FIELD**		$	-	$ -	$	-
SUBCONTRACTOR3 NAME	**Subcontractor3** Technicians		$	-	*Sub3 CEI Tech Salary Cost*	*Sub3 CEI Tech Fee Cost*	
SUBCONTRACTOR3 NAME	**Subcontractor3** Overhead Audited -- **FIELD**		$	-	$ -	$	-
	Subtotal		$	27,748.63	$ 27,748.63	$	2,497.38
	Operating Margin (Fixed Fee Rate) (Usually 9%)	9.00%	$	2,497.38			
	Subtotal		$	30,246.01			
SEPI Engineering & Const, Inc.	TOTAL PREMIUM LABOR - Prime Contractor		$	-	*Prime TOTAL CEI Tech Cost*	$	30,246.01
SUBCONTRACTOR1 NAME	TOTAL PREMIUM LABOR - Subcontractor1		$	-	*Sub1 TOTAL CEI Tech Cost*	$	-
SUBCONTRACTOR2 NAME	TOTAL PREMIUM LABOR - Subcontractor2		$	-	*Sub2 TOTAL CEI Tech Cost*	$	-
SUBCONTRACTOR3 NAME	TOTAL PREMIUM LABOR - Subcontractor3		$	-	*Sub3 TOTAL CEI Tech Cost*	$	-
	TOTAL DIRECT SALARY COST CEI TECHNICIANS		**$**	**30,246.01**		$	30,246.01

PROJECT MANAGEMENT/CONTRACT ADMINISTRATION

	Position			Direct Labor			
SEPI Engineering & Const, Inc.	**Prime Contractor** Project Manager		$	542.32	*Prime PM/CA Salary Cost*	*Prime PM/CA Fee Cost*	
SEPI Engineering & Const, Inc.	**Prime Contractor** Overhead	194.22%	$	1,053.29	$ 1,595.61	$	143.60
SUBCONTRACTOR1 NAME	**Subcontractor1** Project Manager		$	-	*Sub1 PM/CA Salary Cost*	*Sub1 PM/CA Fee Cost*	
SUBCONTRACTOR1 NAME	**Subcontractor1** Overhead		$	-	$ -	$	-
SUBCONTRACTOR2 NAME	**Subcontractor2** Project Manager		$	-	*Sub2 PM/CA Salary Cost*	*Sub2 PM/CA Fee Cost*	
SUBCONTRACTOR2 NAME	**Subcontractor2** Overhead		$	-	$ -	$	-
SUBCONTRACTOR3 NAME	**Subcontractor3** Project Manager		$	-	*Sub3 PM/CA Salary Cost*	*Sub3 PM/CA Fee Cost*	
SUBCONTRACTOR3 NAME	**Subcontractor3** Overhead		$	-	$ -	$	-
	Subtotal		$	1,595.61			
	Operating Margin (Fixed Fee Rate) (Usually 9%)	9.00%	$	143.60	$ 1,595.61	$	143.60
	TOTAL DIRECT SALARY COST PM/CA		**$**	**1,739.21**		$	1,739.21

APPENDIX D (continued)

PROJECT DIRECT EXPENSES

					PRIME DIRECTs COST	$ 5,679.50
	TOTAL DIRECT EXPENSES		**$**	**5,679.50**	SUB1 DIRECTs COST	$ -
					SUB2 DIRECTs COST	$ -
					SUB3 DIRECTs COST	$ -
						$ 5,679.50

AGREEMENT COSTS AND FEES SUMMARY

	Direct Salary Cost CEI Technicians		$	30,246.01			
	Direct Salary Cost Project Management/Contract Administration		$	1,739.21			
	Project Direct Expenses		$	5,679.50			
	TOTAL AGREEMENT COSTS AND FEES		**$**	**37,664.72**			
SEPI Engineering & Const, Inc.	Facilities Cost of Capital (Prime Contractor TECHNICIANS) **FIELD**	0.760%	$	79.99	*Prime TOTAL CoC Cost*	PRIME TOTAL D&ND Salary COST	
SEPI Engineering & Const, Inc.	Facilities Cost of Capital (Prime Contractor PROJECT MANAGER) **HOME**	0.760%	$	4.12	$ 84.11	$	32,069.33
SUBCONTRACTOR1 NAME	Facilities Cost of Capital (Subcontractor 1 TECHNICIANS) **FIELD**		$	-	*Sub1 TOTAL CoC Cost*	Sub1 TOTAL D&ND Salary COST	
SUBCONTRACTOR1 NAME	Facilities Cost of Capital (Subcontractor 1 PROJECT MANAGER) **HOME**		$	-	$ -	$	-
SUBCONTRACTOR2 NAME	Facilities Cost of Capital (Subcontractor 2 TECHNICIANS) **FIELD**		$	-	*Sub2 TOTAL CoC Cost*	Sub2 TOTAL D&ND Salary COST	
SUBCONTRACTOR2 NAME	Facilities Cost of Capital (Subcontractor 2 PROJECT MANAGER) **HOME**		$	-	$ -	$	-
SUBCONTRACTOR3 NAME	Facilities Cost of Capital (Subcontractor 3 TECHNICIANS) **FIELD**		$	-	*Sub3 TOTAL CoC Cost*	Sub3 TOTAL D&ND Salary COST	
SUBCONTRACTOR3 NAME	Facilities Cost of Capital (Subcontractor 3 PROJECT MANAGER) **HOME**		$	-	$ -	$	-
	TOTAL Non-DIRECT SALARY COST CEI TECHNICIANS & PM/CA		$	84.11	$ 84.11	$	32,069.33
	TOTAL DIRECT and NON-DIRECT SALARY COST CEI TECHs & PM/CA		$	32,069.33			
	Contingency						
	TOTAL AGREEMENT AMOUNT		***$***	***37,748.83***	TOTAL AGREEMENT AMOUNT	**$**	**37,748.83**

FOR STAND-ALONE PURCHASE ORDERS ONLY -- ADDITIVE:

STAND-ALONE PO WILL BE WRITTEN FOR THIS AMOUNT:

MANHOURS TECHNICIANS	315		
MANHOURS PROJECT MANAGEMENT	8		
TOTAL MANHOURS	323		
LABOR COSTS		$	32,069.33
DIRECT EXPENSES		$	5,679.50
TOTAL COSTS			$37,748.83

ORDINANCE TO AMEND
SIDEWALK IMPROVEMENTS FUND
FY 2021-2022

WHEREAS, in November 2018, the Sidewalk Improvements fund was established when the City of Asheboro received a grant from NCDOT (DOT Project EB-5862 Randolph Community College Public Sidewalk Improvements) for sidewalk improvements.

WHEREAS, the City has received proposals for construction as well as for construction, engineering and inspection services for NCOT Project EB-5862 and the budget in the amount of $236,500 established in 2018 needs to be amended to be in line with the current proposals.

WHEREAS, City of Asheboro desires amend the project fund budget to incorporate the revised anticipated revenue and expenses for the Sidewalk improvements to be in compliance with all generally accepted accounting principles.

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

Section 1: That the following revenues are increased:

Line Item	Description	Increase
73-300-1000	Contribution from General Fund	$175,000

Section 2. That the following expense lines are increased / decreased:

Line Item	Description	Amount
73-400-0000	Professional Services- Design & Engineering	45,000
73-400-0002	Construction	112,000
73-400-0003	Construction Administration	18,000
		$175,000

Adopted this the 9th day of June 2022.

_____
David H. Smith, Mayor

ATTEST:

_____
Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2021-2022

WHEREAS, The City Council of the City of Asheboro desires to amend the budget as required by law to adjust for changes in expenditures, appropriating funding to the Sidewalk Improvements fund in the amount of $175,000, in comparison to the current fiscal year adopted budget, and;

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

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

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

Account #	Expense Description	increase / (decrease)
10-490-7100	Capital Outlay Land	(175,000)
10-490-7300	Contribution to Sidewalk Fund	175,000
	Total Increase / (Decrease)	0

Adopted this 9th day of June, 2022

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A Resolution Approving Installment Financing Terms with Truist Bank

WHEREAS, the City of Asheboro ("Borrower") decided at the beginning of the current fiscal year to undertake a project for the financing of vehicles and equipment (the "Project"); and

WHEREAS, Section 160A-20 of the North Carolina General Statutes authorizes the Borrower to finance the purchase of personal property by means of an installment financing contract that creates a security interest in the purchased property in favor of the entity supplying financing for the purchase transactions; and

WHEREAS, by means of adopting Resolution Number 25 RES 11-21 on November 4, 2021, the Asheboro City Council stated its intent, prior to the execution of any installment financing agreement and consistent with the city's budget ordinance for fiscal year 2021-2022, to expend a maximum of $2,207,000.00 from the General Fund during the current fiscal year for certain vehicles and equipment referenced in the adopted Resolution of Intent; and

WHEREAS, with the adoption of Resolution Number 25 RES 11-21, the Asheboro City Council formally and explicitly declared the official intent of the City of Asheboro to fully reimburse, with loan proceeds from an installment financing agreement to be executed prior to the end of the 2021-2022 fiscal year, any and all expenditures from the General Fund for the purchase during the current fiscal year of the vehicles and equipment identified in the Resolution of Intent as necessary to the provision of essential municipal services; and

WHEREAS, after searching for favorable financing rates and terms, the city manager and the finance officer have presented a proposal for the financing of the above-referenced Project.

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

Section 1. The determination is hereby made that the Borrower will finance the Project through Truist Bank ("Lender") in accordance with the proposal dated May 16, 2022. The amount financed shall not exceed $2,070,000.00, the annual

interest rate (in the absence of a default or a change in tax status) shall not exceed 2.89%, and the financing term shall not exceed 59 months from closing.

Section 2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents and to take all such further action as they may consider necessary or desirable to carry out the financing of the Project as contemplated by the proposal and this Resolution.

Section 3. The finance officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. To the extent authorized by law, the finance officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the finance officer shall approve, with the finance officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the document's final form.

Section 4. The Borrower shall not take or omit to take any action the taking or omission of which will cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

Section 5. In addition to the above-referenced Resolution of Intent (Resolution Number 25 RES 11-21), the Borrower intends that the adoption of this Resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project for project costs may be reimbursed from the financing proceeds.

Section 6. All prior actions of Borrower officers in furtherance of the purposes of this Resolution are hereby ratified, approved, and confirmed. All other resolutions (or parts thereof) in conflict with this Resolution are hereby repealed to the extent of any such conflict. This Resolution shall take effect immediately.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on June 9, 2022.

_____

David H. Smith, Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

ASHEBORO REGIONAL AIRPORT
WORK AUTHORIZATION NO. 1

Corporate Hangar (Construction Phase Services)
May 11, 2022
Construction Grant #36237.23.19.1
Construction Phase Services Grant #TBD

Contract for Professional Services
Dated December 6, 2021

I. PROJECT DESCRIPTION

This work authorization includes the construction phase services for a new corporate hangar which was designed and bid under Work Authorization #6 (under Contract for Professional Services date November 10, 2016, WKD#20210508.00.CL). This project will include site preparation, a concrete apron in front of the hangar, an asphalt access drive with parking on the back side of the hangar, power supply to the hangar, and construction of an 80'x80' pre-engineered metal building as shown in Exhibit 1.

The construction time for this project as set forth in the bid documents is 120-calendar days. Construction observation will be part time with a focus on critical work items. Much of the building erection will not require full-time observation.

All proposed project costs are Grant eligible and are reimbursable to the OWNER. The ratios of State/Federal and Local participation will vary depending on funding source. The construction expenses are intended to be funded with NPE funds and the construction phase services are anticipated to be funded with Bipartisan Infrastructure Law - Airport Infrastructure funds.

II. SCOPE OF SERVICES

Basic Services
The ENGINEER will provide the General Basic Services listed below and in accordance with Section I of the General Provision of the General Services Agreement for Professional Services, dated December 6, 2021.

1. Project Development: The ENGINEER will provide the following Services:

    a. Preparation and coordination of work authorization agreement between the OWNER and the ENGINEER to include NCDOA review and concurrence.

    b. Preparation and submittal of initial grant documents and application forms to include budgets and schedules, coordination of submittal with NCDOA and owner to establish grant set-up.

    c. Preparation of sub-consultant contracts/coordination of services.

    d. Cashflow and project schedule development per NCDOA requirements.

2. Construction Administration: The ENGINEER will conduct the following Construction Administration Services:

    a. Preparation and coordination of construction contract between the OWNER and the Contractor.

    b. Review and take appropriate action with respect to shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit.

    c. Review and validate Contractor's applications for payment and recommend in writing payments to Contractor in such amounts.

    d. Conduct a Pre-Construction Meeting prior to the notice to proceed. An invitation to the Pre-Construction Meeting will be extended to NCDOA.

    e. Make weekly site visits to observe the progress of the work and conduct bi-weekly progress meetings with the Contractor and stake-holders.

    f. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design. Prepare estimates of cost or savings form proposed order(s), prepare change order(s) along with basis for recommendation and negotiation on behalf of OWNER with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. Coordinate review of change orders and supplemental agreements with the DOA Airport Project Manager (APM) for acceptance and concurrence regarding grant assurances and eligibility prior to execution.

g. Conduct a Pre-Final inspection, develop Punch List and conduct a Final Inspection of the project for acceptance.

3. Grant Administration: The ENGINEER will provide the following Services:

   a. Assist the OWNER with grant document preparation and submittal, complete grant reporting forms & subsequent requests for reimbursement payments, coordinate with NCDOA on behalf of the OWNER.

4. Project Close-Out: The ENGINEER will provide the following Services:

   a. Assemble, review, coordinate and submit final project documentation to NCDOA in accordance with AV-100.

Special Services

The ENGINEER will provide the Special Services listed below and in accordance with Section II of the General Provision of the General Services Agreement for Professional Services, dated December 6, 2021.

1. Construction Observation: The ENGINEER will provide the following Services:

   a. Perform technical inspection of construction by part-time Resident Project Representative (RPR) based on a 120-calendar day construction contract to observe and document construction work progress. Part-time inspection is anticipated to include two, ten-hour days a week for 17 weeks. RPR will also participate in the pre-construction meeting and final inspection.

2. QA/QC Materials Testing: The ENGINEER will provide the following Services:

   a. The ENGINEER will oversee the services of a qualified materials testing Sub-contractor to perform quality assurance testing to ensure adherence to contract documents and specifications. Quality assurance testing will be completed by ECS Southeast, as a subconsultant to ENGINEER. Subconsultant proposal is shown in Attachment.

III. DELIVERABLES

In general, deliverables will be provided in accordance with NCDOT Checklists for grant

deliverables (as may be applicable) AV100 (10/2020 revision). The ENGINEER will provide the following project deliverables to the OWNER:

1. Construction Contract Documents
2. Close out documents shall be provided in accordance with NCDOA AV-100 and AV-103.

Fee Schedule

The OWNER will pay, and the CONSULTANT agrees to accept as full compensation for services under this Work Authorization a fee of One Hundred Twenty-Six Thousand Six Hundred Thirteen Dollars ($126,613) as indicated.

Basic Services

1.	Project Development	Lump Sum	$ 9,275
2.	Construction Administration	Lump Sum	$ 43,891
3.	Grant Administration	Lump Sum	$ 7,550
4.	Project Close-Out	Lump Sum	$ 6,310

Special Services

1.	Construction Observation	Hourly, NTE	$ 45,887
2.	Quality Assurance Testing	At Cost	$ 13,700

Any Additional Services requested shall be approved by the Owner in writing and will be completed in accordance with the Rate Schedule in effect at the time of services.

Requested By:		**Accepted By:**	
City of Asheboro		**W.K. DICKSON & CO., INC.**	
By:		By:	
Typed Name:	John Ogburn	Typed Name:	Brian Tripp
Title:	City Manager	Title:	Vice President
Date:		Date:	5/24/22

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

By: _____

Typed Name: _____

Title: _____

ATTACHMENTS:

Exhibit #1 – Work Authorization Schematic
Attachment 'A' - Manhour Summary and Direct Expenses
Attachment 'B' - Sub-consultant Proposal – QA Testing (ECS)

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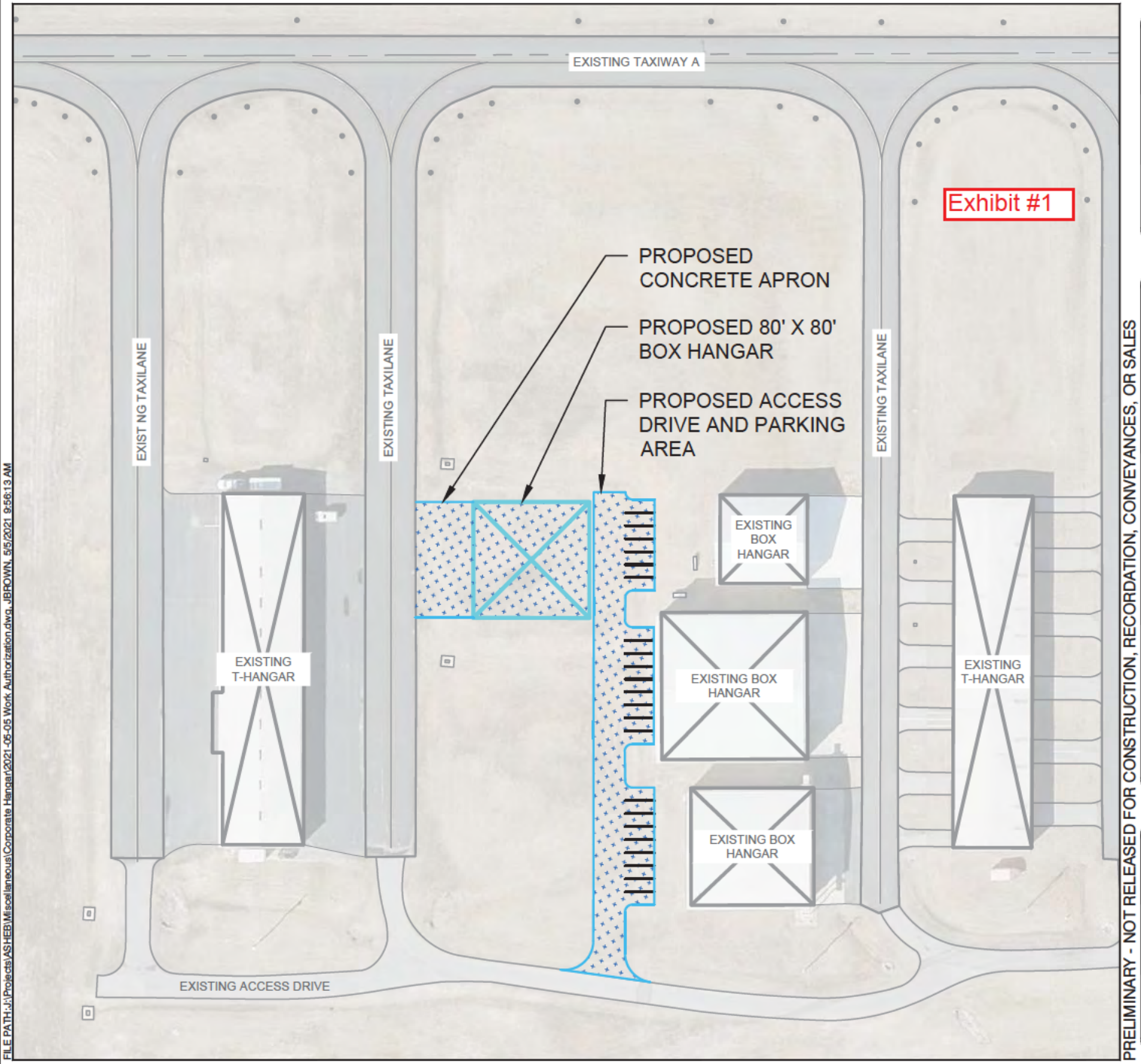
FILE PATH:J:\Projects\ASHEB\Miscellaneous\Corporate Hangar\2021-05-05 Work Authorization.dwg, JBROWN, 5/5/2021 9:56:13 AM



PRELIMINARY - NOT RELEASED FOR CONSTRUCTION, RECORDATION, CONVEYANCES, OR SALES

WK DICKSON
community infrastructure consultants

1213 W. MOREHEAD STREET, STE 300
CHARLOTTE, NC 28208
(t)704-334-5348
(f)704-334-0078

WWW.WKDICKSON.COM

NC LICENSE NO.F-0374

PROJECT NAME: CORPORATE HANGAR
FOR THE
ASHEBORO REGIONAL AIRPORT (HBI)
ASHEBORO, NORTH CAROLINA

DRAWING TITLE: **WORK AUTHORIZATION SCHEMATIC**

PROJ. MGR.:	GMK
DESIGN BY:	-
DRAWN BY:	JLB
PROJ. DATE:	MAY 2021

DRAWING NUMBER:
1 OF 1

WKD PROJ. NO.:
-

Attachment 'A'

PROJECT TITLE: Asheboro, Corporte Hangar (Construction Phase Services)	DATE PREPARED: 03/29/2022	AVIATION NUMBER:
PREPARED BY: GMK	TIP NUMBER:	WBS NUMBER:

TASK NUMBER	PHASE AND TASK DESCRIPTION	Employee Classifications												SUB-TOTAL
		Principal	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Sr. Civil Designer	Civil Designer	Const. Observer				Admin. Manager	
	Special Services													
	Project Development													
1	Project Scoping, Contract Development	2.00	4.00	8.00									4.00	18.00
2	Sponsor and Review Agency Coordination - NCDOT-DOA, FAA / Initial Grant Application		4.00	8.00									4.00	16.00
3	Sub-Consultant Agreement Development and Project Management			8.00									2.00	10.00
4	Cash Flow and Project Schedule Development per DOA Requirements			4.00										4.00
														0.00
														0.00
	TOTAL HOURS/CATEGORY:	2.00	8.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	48.00
	RATES PER HOUR:	$90.87	$71.33	$66.99	$58.86	$53.11	$44.33	$40.90	$37.85				$30.63	
	PAYROLL BURDEN:	$181.74	$570.64	$1,875.72	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$306.30	

TOTAL WORK HOURS:	48.00	
TOTAL PAYROLL BURDEN:	$2,934.40	
GENERAL OVERHEAD @ 184.41 %:	$5,411.33	
SUBTOTAL:	$8,345.73	
COMPARATIVE FEE @ 11%:	$918.03	
Cost of Capital @ 0.39 %	$11.44	
TOTAL:	$9,275.20	
DIRECT EXPENSES:	$0.00	From Expenses Tab
PRIME GRAND TOTAL:	$9,275.20	
Sub Consultant TOTAL:	$0.00	
GRAND TOTAL:	**$9,275.20**	

PROJECT TITLE: Asheboro, Corporte Hangar (Construction Phase Services)					DATE PREPARED: 03/29/2022						AVIATION NUMBER:			
PREPARED BY: GMK					TIP NUMBER:						WBS NUMBER:			
		Employee Classifications												
TASK NUMBER	PHASE AND TASK DESCRIPTION	Principal	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Sr. Civil Designer	Civil Designer	Const. Observer				Admin. Manager	SUB-TOTAL
	Basic Services													
	Construction Administration (120 calendar day const. Contract)													
1	Construction Contract Development	1.00	2.00	4.00									6.00	13.00
2	Project Documentation-Submittal Review, Pay Applications		4.00	48.00									4.00	56.00
2	Pre-Construction Conference			8.00										8.00
3	Bi-weekly Progress Meetings/Weekly Site Visits/Project Coordination		8.00	104.00									12.00	124.00
4	Final Inspeciton			8.00									4.00	12.00
														0.00
	TOTAL HOURS/CATEGORY:	1.00	14.00	172.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.00	213.00
	RATES PER HOUR:	$90.87	$71.33	$66.99	$58.86	$53.11	$44.33	$40.90	$37.85				$30.63	
	PAYROLL BURDEN:	$90.87	$998.62	$11,522.28	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$796.38	

TOTAL WORK HOURS:	213.00	
TOTAL PAYROLL BURDEN:	$13,408.15	
GENERAL OVERHEAD @ 184.41 %:	$24,725.97	
SUBTOTAL:	$38,134.12	
COMPARATIVE FEE @ 11%:	$4,194.75	
Cost of Capital @ 0.39 %	$52.29	
TOTAL:	$42,381.16	
DIRECT EXPENSES:	$1,509.38	From Expenses Tab
PRIME GRAND TOTAL:	$43,890.54	
Sub Consultant TOTAL:	$0.00	
GRAND TOTAL:	**$43,890.54**	

PROJECT TITLE: Asheboro, Corporte Hangar (Construction Phase Services)	DATE PREPARED: 03/29/2022	AVIATION NUMBER:
PREPARED BY: GMK	TIP NUMBER:	WBS NUMBER:

TASK NUMBER	PHASE AND TASK DESCRIPTION	Employee Classifications												SUB-TOTAL
		Principal	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Sr. Civil Designer	Civil Designer	Const. Observer				Admin. Manager	
	Basic Services													
	Grant Administration													
1	Project Grant Administration			32.00									8.00	40.00
														0.00
														0.00
														0.00
														0.00
														0.00
	TOTAL HOURS/CATEGORY:	0.00	0.00	32.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	40.00
	RATES PER HOUR:	$90.87	$71.33	$66.99	$58.86	$53.11	$44.33	$40.90	$37.85				$30.63	
	PAYROLL BURDEN:	$0.00	$0.00	$2,143.68	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$245.04	

TOTAL WORK HOURS:	40.00	
TOTAL PAYROLL BURDEN:	$2,388.72	
GENERAL OVERHEAD @ 184.41 %:	$4,405.04	
SUBTOTAL:	$6,793.76	
COMPARATIVE FEE @ 11%:	$747.31	
Cost of Capital @ 0.39 %	$9.32	
TOTAL:	$7,550.39	
DIRECT EXPENSES:	$0.00	From Expenses Tab
PRIME GRAND TOTAL:	$7,550.39	
Sub Consultant TOTAL:	$0.00	
GRAND TOTAL:	**$7,550.39**	

PROJECT TITLE: Asheboro, Corporte Hangar (Construction Phase Services)	DATE PREPARED: 03/29/2022	AVIATION NUMBER:
PREPARED BY: GMK	TIP NUMBER:	WBS NUMBER:

TASK NUMBER	PHASE AND TASK DESCRIPTION	Employee Classifications												SUB-TOTAL
		Principal	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Sr. Civil Designer	Civil Designer	Const. Observer				Admin. Manager	
	Basic Services													
	Project Close-Out													
1	Prepare and Submit Project Close-Out Documentation			24.00			6.00						4.00	34.00
														0.00
														0.00
														0.00
														0.00
														0.00
	TOTAL HOURS/CATEGORY:	0.00	0.00	24.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	4.00	34.00
	RATES PER HOUR:	$90.87	$71.33	$66.99	$58.86	$53.11	$44.33	$40.90	$37.85				$30.63	
	PAYROLL BURDEN:	$0.00	$0.00	$1,607.76	$0.00	$0.00	$265.98	$0.00	$0.00	$0.00	$0.00	$0.00	$122.52	

TOTAL WORK HOURS:	34.00	
TOTAL PAYROLL BURDEN:	$1,996.26	
GENERAL OVERHEAD @ 184.41 %:	$3,681.30	
SUBTOTAL:	$5,677.56	
COMPARATIVE FEE @ 11%:	$624.53	
Cost of Capital @ 0.39 %	$7.79	
TOTAL:	$6,309.88	
DIRECT EXPENSES:	$0.00	From Expenses Tab
PRIME GRAND TOTAL:	$6,309.88	
Sub Consultant TOTAL:	$0.00	
GRAND TOTAL:	**$6,309.88**	

PROJECT TITLE: Asheboro, Corporte Hangar (Construction Phase Services)	DATE PREPARED: 03/29/2022	AVIATION NUMBER:
PREPARED BY: GMK	TIP NUMBER:	WBS NUMBER:

TASK NUMBER	PHASE AND TASK DESCRIPTION	Employee Classifications												SUB-TOTAL
		Principal	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Sr. Civil Designer	Civil Designer	Const. Observer				Admin. Manager	
	Special Services													
	Construction Observation (120 calendar day Constr. Contract)													
1	Part Time RPR (two 10 hr/days a week for 17 weeks)								340.00					340.00
2	Pre-Construction Meeting								10.00					10.00
3	Final Inspection								10.00					10.00
														0.00
														0.00
														0.00
	TOTAL HOURS/CATEGORY:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	360.00	0.00	0.00	0.00	0.00	360.00
	RATES PER HOUR:	$90.87	$71.33	$66.99	$58.86	$53.11	$44.33	$40.90	$37.85				$30.63	
	PAYROLL BURDEN:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13,626.00	$0.00	$0.00	$0.00	$0.00	

TOTAL WORK HOURS:	360.00	
TOTAL PAYROLL BURDEN:	$13,626.00	
GENERAL OVERHEAD @ 184.41 %:	$25,127.71	
SUBTOTAL:	$38,753.71	
COMPARATIVE FEE @ 11%:	$4,262.91	
Cost of Capital @ 0.39 %	$53.14	
TOTAL:	$43,069.76	
DIRECT EXPENSES:	$2,817.50	From Expenses Tab
PRIME GRAND TOTAL:	$45,887.26	
Sub Consultant TOTAL:	$0.00	
GRAND TOTAL:	**$45,887.26**	

DIRECT EXPENSES, Construction Administration

PROJECT TITLE: Asheboro, Corporte Hangar (Construction Phase Services)						
PREPARED BY: GMK				AVIATION NUMBER:		
TIP NUMBER:				WBS NUMBER:		
DATE PREPARED: 03/29/2022				REVIEWED BY UNIT HEAD ON:		
GENERAL PROJECT WORK:	ITEM	QTY	DESCRIPTION		UNIT COST	
	Travel:					
	Sedan (Engineer)	15	Trip(s) @	175 miles @	$0 575	$1,509 38
	Sedan (Construction Observer)		Trip(s) @	miles @	$0 575	$0 00
	Carry All		Trip(s) @	miles @	$0 595	$0 00
	Carry All		Trip(s) @	miles @	$0 595	$0 00
	Car Rental			days @	$45 00	$0 00
	Gas for Rental			miles @	$0 20	$0 00
	Per Diem:		Breakfast		$8 60	$0 00
			Lunch		$11 30	$0 00
			Dinner		$19 50	$0 00
			Lodging (on lump sum Incl taxes)		$84 11	$0 00
	Reproduction:		8 1/2 x 11 Xerox Copies @		$0 04	$0 00
			11 x 17 Xerox Copies @		$0 10	$0 00
			Blueprints - 8 1/2 x 11 @		$0 35	$0 00
			Blueprints - 42 x 72 @		$1 30	$0 00
			Bond - 8 1/2 x 11 @		$0 42	$0 00
			Bond - 34" x 68" @		$3 50	$0 00
			Vellum		$3 00	$0 00
			Stick-Ons		$1 00	$0 00
			Cover(s) @		$0 50	$0 00
			Binder(s) @		$0 50	$0 00
			Mylar - 8 1/2 x 11 @		$5 90	$0 00
			Mylar - 3' x 4' @		$21 00	$0 00
	Film and Developing:		Roll(s) @		$20 00	$0 00
				Subtotal		$1,509.38
MAPS AND DOCUMENTS:	ITEM	QTY	DESCRIPTION		UNIT COST	
	County Tax Maps:	0	Map(s) @		$7 00	$0 00
	USGS Maps:	0	Map(s) @		$7 00	$0 00
				Subtotal		$0.00
Miscellaneous Other	Item	Amount	Description		Cost Per	
						$0 00
						$0 00
						$0 00
						$0 00
						$0 00
						$0 00
				Subtotal		$0.00
				TOTAL		**$1,509.38**

*** Sum of all plots**

DIRECT EXPENSES, Construction Observation

PROJECT TITLE: Asheboro, Corporte Hangar (Construction Phase Services)	
PREPARED BY: GMK	AVIATION NUMBER:
TIP NUMBER:	WBS NUMBER:
DATE PREPARED: 03/29/2022	REVIEWED BY UNIT HEAD ON:

GENERAL PROJECT WORK:	ITEM	QTY	DESCRIPTION			UNIT COST	
	Travel:						
	Sedan (Engineer)		Trip(s) @		miles @	$0 575	$0 00
	Sedan (Construction Observer)	28	Trip(s) @	175	miles @	$0 575	$2,817 50
	Carry All		Trip(s) @		miles @	$0 595	$0 00
	Carry All		Trip(s) @		miles @	$0 595	$0 00
	Car Rental				days @	$45 00	$0 00
	Gas for Rental				miles @	$0 20	$0 00
	Per Diem:		Breakfast			$8 60	$0 00
			Lunch			$11 30	$0 00
			Dinner			$19 50	$0 00
			Lodging (on lump sum Incl taxes)			$84 11	$0 00
	Reproduction:		8 1/2 x 11 Xerox Copies @			$0 04	$0 00
			11 x 17 Xerox Copies @			$0 10	$0 00
			Blueprints - 8 1/2 x 11 @			$0 35	$0 00
			Blueprints - 42 x 72 @			$1 30	$0 00
			Bond - 8 1/2 x 11 @			$0 42	$0 00
			Bond - 34" x 68" @			$3 50	$0 00
			Vellum			$3 00	$0 00
			Stick-Ons			$1 00	$0 00
			Cover(s) @			$0 50	$0 00
			Binder(s) @			$0 50	$0 00
			Mylar - 8 1/2 x 11 @			$5 90	$0 00
			Mylar - 3' x 4' @			$21 00	$0 00
	Film and Developing:		Roll(s) @			$20 00	$0 00
					Subtotal		$2,817.50

MAPS AND DOCUMENTS:	ITEM	QTY	DESCRIPTION		UNIT COST	
	County Tax Maps:	0	Map(s) @		$7 00	$0 00
	USGS Maps:	0	Map(s) @		$7 00	$0 00
				Subtotal		$0.00

Miscellaneous Other	Item	Amount	Description		Cost Per	
						$0 00
						$0 00
						$0 00
						$0 00
						$0 00
				Subtotal		$0.00
				TOTAL		**$2,817.50**

*** Sum of all plots**

REIMBURSABLE EXPENSES, QA Testing

PROJECT TITLE: Asheboro, Corporte Hangar (Construction Phase Services)						
PREPARED BY: GMK				AVIATION NUMBER:		
TIP NUMBER:				WBS NUMBER:		
DATE PREPARED: 03/29/2022				REVIEWED BY UNIT HEAD ON:		
GENERAL PROJECT WORK:	ITEM	QTY	DESCRIPTION		UNIT COST	
	Travel:					
	Sedan (Engineer)		Trip(s) @	miles @	$0 575	$0 00
	Sedan (Construction Observer)		Trip(s) @	miles @	$0 575	$0 00
	Carry All		Trip(s) @	miles @	$0 595	$0 00
	Carry All		Trip(s) @	miles @	$0 595	$0 00
	Car Rental			days @	$45 00	$0 00
	Gas for Rental			miles @	$0 20	$0 00
	Per Diem:		Breakfast		$8 60	$0 00
			Lunch		$11 30	$0 00
			Dinner		$19 50	$0 00
			Lodging (on lump sum Incl taxes)		$84 11	$0 00
	Reproduction:		8 1/2 x 11 Xerox Copies @		$0 04	$0 00
			11 x 17 Xerox Copies @		$0 10	$0 00
			Blueprints - 8 1/2 x 11 @		$0 35	$0 00
			Blueprints - 42 x 72 @		$1 30	$0 00
			Bond - 8 1/2 x 11 @		$0 42	$0 00
			Bond - 34" x 68" @		$3 50	$0 00
			Vellum		$3 00	$0 00
			Stick-Ons		$1 00	$0 00
			Cover(s) @		$0 50	$0 00
			Binder(s) @		$0 50	$0 00
			Mylar - 8 1/2 x 11 @		$5 90	$0 00
			Mylar - 3' x 4' @		$21 00	$0 00
	Film and Developing:		Roll(s) @		$20 00	$0 00
				Subtotal		$0.00
MAPS AND DOCUMENTS:	ITEM	QTY	DESCRIPTION		UNIT COST	
	County Tax Maps:	0	Map(s) @		$7 00	$0 00
	USGS Maps:	0	Map(s) @		$7 00	$0 00
				Subtotal		$0.00
Miscellaneous Other	Item	Amount	Description		Cost Per	
						$0 00
						$0 00
						$0 00
						$0 00
	QA Testing		ECS Southeast		$13,700 00	$13,700 00
						$0 00
				Subtotal		$13,700.00
				TOTAL		**$13,700.00**

*** Sum of all plots**

Attachment 'B'

ECS Southeast, LLP

Proposal for Construction Materials Testing

Asheboro Regional Airport Corporate Hanger – QA Testing
2222 Pilots View Road
Asheboro, North Carolina

ECS Proposal 09.28758-P

March 30, 2022

March 30, 2022

Greg Kershaw
WK Dickson & Co., Inc
1213 West Morehead Street
Suite 300
Charlotte, NC, 28208

Reference: Proposal for Construction Materials Testing
Asheboro Regional Airport Corporate Hanger – QA Testing
2222 Pilots View Road
Asheboro, Randolph County, North Carolina
ECS Proposal No. 09.28758-P

Dear Mr. Kershaw:

ECS Southeast, LLP (ECS) appreciates this opportunity and is pleased to submit this proposal to provide Construction Material Testing for the above-referenced project. This proposal reviews our understanding of the project information, outlines our proposed scope of services, and presents our fee estimate—together with the applicable schedule of unit rates for this project.

Our considerable experience with similar projects will help us provide efficient, cost-effective construction observation, testing, and engineering consulting services. Also, our automated Field Reporting and Electronic Distribution (FRED) system can provide an efficient reporting of field and laboratory activities as discussed later.

ECS has performed the subsurface geotechnical exploration at the subject site, ECS Project No. 29538, dated September 22, 2021. Due to our involvement during this phase, we have significant knowledge and understanding of the potential issues that may be encountered during the grading and foundation construction.

We are presently staffed with over 45 personnel including registered professional engineers, geologists, and scientists. Our professional staff has experience ranging from 5 to 35 years in practice in the fields of environmental engineering, geotechnical engineering, special inspection observations and construction materials testing. We have technicians that are trained and certified in ASTM, ACI, NCDOT and ICC testing procedures and metals technicians / CWI's trained and certified in both visual and nondestructive testing in accordance with ICC, AWS and ASNT recommendations.

Our local branch office is fully accredited by AASHTO Resource (formerly AMRL) in accordance with ASTM E329 as required by project specifications for Independent Testing Laboratories performing materials testing and Special Inspection Observations. Please utilize the following hyperlink for verification of our complete list of Soils, Concrete, SFRM and Asphalt accreditations:

http://aashtoresource.org/aap/accreditation-search-results?labname=ECS%20Southeast,%20LLP&Action=ShowCertificate&CertId=34030

PROJECT UNDERSTANDING

We understand that the project consists of the construction of 80' x 80' corporate hanger building with the associated concrete pavement. Asphalt pavements are planned for the parking areas with associated underground utilities and storm drainage.

Project information was provided by Mr. Kershaw of WK Dickson & Co., Inc. We have received a preliminary set of drawings, project specifications, and the project subsurface exploration report.

SCOPE OF SERVICES

We propose to provide qualified construction testing technicians, engineering interns, and registered engineers to perform the requested construction materials testing and observations on an on-call basis. Our scope noted below will be performed in general accordance with project specifications and drawings as specified by the Structural Engineer of Record.

A) Earthwork – P-152 Proofroll/ - P-209 - CABC:

1. Perform appropriate laboratory testing on materials proposed for use as fill, backfill, and paving subgrade in accordance with project specifications. Testing may include:
   - Grain Size Distribution, ASTM D-422
   - #200 Material Washed Sieve Analysis, ASTM C-117
   - Proctor Moisture Density Relationships ASTM D-698, D-1557 or AASHTO T-180, T-99
2. Observe the placement of fill and backfill (including backfill in utility trenches) to test compliance with project requirements.
3. Perform in-place density tests as required by project specifications, and test for compaction per the Nuclear Gauge Test Method (ASTM D-6938), or Drive Tube Method (ASTM D-2937).
4. Where deficiencies are noted during fill or backfill placement, suggest and observe remedial actions, including reworking and re-compacting of materials.
5. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

B) Cast-in-Place Concrete - P-610 - Structural Concrete for Building Slab (80' x 80' – 6" Depth/P-501 - Concrete Pavement (400 SY's – 9" Depth):

1. Observe placement of reinforcing steel and document proper size, grade, spacing cover, cleanliness, length, location and type of splices, and report compliance with project plans and specifications.
2. Sample concrete at the frequency stated in the project specifications and perform the following tests and functions:
   - Confirm mix design
   - Slump
   - Air Content (Volumetric or Pressure Pot)
   - Temperature
   - Batch-to-placement time
   - Unit Weight
   - Cast test cylinders
   - Sampling, testing, and curing of specimens in the field shall be performed in accordance with applicable ASTM guidelines and project requirements. Additional tests shall be performed as

needed in the event deficiencies are encountered. Compliance with extreme weather procedures will also be documented.

3. Cure and test concrete cylinders in the laboratory as directed by the project specifications and in accordance with ASTM C-31 and C-39. Each set proposed consists of five 4" x 8" cylinders.
4. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

Additional Service not included in our cost of services for this project:

* *Cost associated with cast-in-place concrete assumes 4" x 8" cylinders; however, if the project requires 6" x 12" cylinders, an additional surcharge of 1.5 x the cost of 4" x 8" cylinders will be applied.*

C) Paving – P-209 CABC (Approx. 275 CY's/ NCDOT S9.5C (Approx. 280 tons):

1. Observe proofrolling of subgrades and suggest and observe corrective action at excessively soft areas prior to placement of subbase course.
2. Observe placement of subbase course and perform appropriate in-place density tests as directed by specifications.
3. Observe placement, rolling operations and temperature of paving mixture at time of placement.
4. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

UNDERSTANDING CONSTRUCTION MATERIALS TESTING

Construction Materials Testing (CMT) services are performed to help provide the project's contractors, designers, owners and local code officials some indication of the level of compliance obtained by the installing contractors with the project specification. These services are provided at intervals which typically are defined by the project specifications and on some occasions by the applicable building code. Test locations for most materials, i.e. soils, concrete and fireproofing, are generally based upon random selection; as such not all materials incorporated into a construction project are tested or observed.

Obviously the greater the testing frequency, the greater the confidence level that the test results are representative of other untested areas; however, no amount of testing can assure 100% compliance. Testing and observation services provided by ECS do not relieve the installing contractors from their obligation to install all materials in accordance with the applicable project plans and specifications. ECS makes reasonable effort to test in accordance with the applicable project requirements and to identify areas of materials that may not comply with the project specifications. However, due to the random nature of our testing, we cannot guarantee that all materials have been installed in accordance with the specifications.

The responsibility to correct or remediate non-complying conditions, even non-complying conditions discovered after testing or during subsequent phases of construction remains solely with the installing contractors.

COMMUNICATIONS

To expedite the timely distribution of our daily reports, our field personnel utilize wireless hand-held technology to collect, process, and return data to our Greensboro office. Our use of this powerful technology typically facilitates electronic distribution of our reports within approximately **24-48 hours**. This enhanced reporting technology allows us to simultaneously communicate our testing data with all project team members.

We anticipate our services will be needed on a full-time basis during earthwork and foundation installation and typically on an on-call basis thereafter. **The appropriate contractor or owner representative should contact our project manager to provide the appropriate level of staffing to meet the project requirements. All scheduling requests must be made by 3:30pm on the previous day so that the proper personnel may be scheduled for the required task.** If scheduling does not occur as requested, the project team will be notified with two email warnings and the third subsequent failure to schedule as noted will result in a 50% increase in our fee for personnel assigned to the task. Each scheduling request will be assigned a work order number so that the scheduled testing is documented. We also ask that we be provided with one full set of up-to-date project drawings and specifications prior to starting work on this project.

ECS will transmit reports by e-mail (and up to three hard copies via U.S. Mail, if requested). Please list those to whom the reports should be sent and provide their e-mail addresses or mailing addresses, as appropriate, on the attached Proposal Acceptance Form.

FEES/COST OF SERVICES

Based on the proposed scope of services and our fee schedule, ECS estimates that the cost for our services for this project will be on the order of **$13,700.00**. A cost estimate is attached. ECS will invoice WK Dickson & Co., Inc for our services on a unit-rate basis in accordance with the unit rates provided in the attached Project Fee Schedule. Invoices will be submitted monthly—typically on or about the 10th day of each month.

Our estimated cost provided does not constitute a lump-sum or not-to-exceed price for our services. Additional visits, retests, and unanticipated scopes of services may be required and will be invoiced in accordance with the attached fee schedule.

At the time of this proposal, a construction schedule was not available, and this cost estimate is based on our assumption of the construction schedule considering the construction drawings and specifications provided. The actual cost may be more or less than our cost estimate and will depend on the duration of construction and the frequency of testing scheduled by the general contractor.

AUTHORIZATION

If the scope of work as outlined above and the attached Terms and Conditions are acceptable to you, please sign the attached Proposal Acceptance Form on behalf of WK Dickson & Co., Inc and return one copy of the Proposal Acceptance Form to ECS. Please note that the attached Terms and Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us.

Alternatively, you could issue a letter of acceptance or purchase order. If you opt to do so, ECS would ask that you include the proposal number and date hereof on such documents to incorporate this proposal by reference.

By signing the Proposal Acceptance Form—or by referencing this proposal in other documents intended to authorize ECS to proceed with the scope of services described above—you are also accepting the Terms and Conditions of Service and making this proposal the agreement between ECS and WK Dickson & Co., Inc.

This proposal is valid for a period of sixty (60) days; beyond that date it may be necessary to revise our schedule or fee. Fully completing and signing the attached Proposal Acceptance Form on behalf of WK Dickson & Co., Inc will provide formal authorization for ECS to enter the site and perform the above work, as well as providing proper

invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note we have provided a place to for you to enter invoicing instructions and report distribution.

We look forward to the opportunity to work with you on this project and hope to serve as your consultant in the future. If you have questions, or if we can be of additional service, please contact us at (336) 856-7150.

Respectfully submitted,

ECS SOUTHEAST, LLP

Steven A. Cates

Steven Cates
Senior Project Manager

Sun Breza, P.E.
Principal Engineer

Attachments: Cost Estimate
ECS Fee Schedule
Proposal Acceptance Form
ECS Terms and Conditions of Service

2022 FEE ESTIMATE

CONSTRUCTION MATERIALS TESTING

Asheboro Regional Airport Corporate Hanger - QA Testing - Asheboro, North Carolina

ECS Proposal No. 09.28758

Field Services:				Quantity		Unit Rate	Cost
Field Technician:							
Earthwork (Grading/Storm/Sewer)	4 visits	@	6 hours/visit	24 hours	@	$65.00 / hour	$1,560.00
Slab-on-Grade Concrete	1 visit	@	5 hours/visit	5 hours	@	$55.00 / hour	$275.00
Concrete Pavement	3 visits	@	6 hours/visit	18 hours	@	$55.00 / hour	$990.00
ABC Stone/Pavement Subgrades	2 visits	@	5 hours/visit	10 hours	@	$95.00 / hour	$950.00
Pavement Observations	2 visits	@	8 hours/visit	16 hours	@	$95.00 / hour	$1,520.00
Cylinder Pickups	2 visits	@	2 hours/visit	4 hours	@	$55.00 / hour	$220.00
Project Manager:							
Site Meetings/Observations	2 visits	@	3 hours/visit	6 hours	@	$140.00 / hour	$840.00
Proofrolls	2 visits	@	3 hours/visit	6 hours	@	$140.00 / hour	$840.00
Mileage (round trip):	18 visits	@	70 miles/visit	1260 miles	@	$0.58 / mile	$730.80
Field Services Subtotal:							**$7,925.80**
Laboratory Testing:				**Quantity**		**Unit Rate**	**Cost**
Compressive Strength of Concrete Cylinders:				8 sets	@	$17.00 / cylinder	$680.00
Laboratory Testing Subtotal:							**$680.00**
Equipment Expenses:				**Quantity**		**Unit Rate**	**Cost**
Basic Equipment:				10 day(s)	@	$40.00 / day	$400.00
Nuclear Density Gauge:				2 day(s)	@	$50.00 / day	$100.00
Equipment Expenses Subtotal:							**$500.00**
Project Management/Report Review:				**Quantity**		**Unit Rate**	**Cost**
Principal Engineer:	34 reports			7.00 hours	@	$195.00 / hour	$1,365.00
Senior Project Manager:	34 reports			12.25 hours	@	$140.00 / hour	$1,715.00
Staff Professional:	34 reports			8.50 hours	@	$95.00 / hour	$807.50
Secretary:	34 reports			12.25 hours	@	$55.00 / hour	$673.75
Project Management Subtotal:							**$4,561.25**
ESTIMATED TOTAL COST:							**$13,700.00**

2022 ECS SOUTHEAST, LLP
FEE SCHEDULE

PERSONNEL

Soil or Materials Field or Lab Technician

1800/1803-Soils/Concrete CMT Technician.....$ 55.00/hour
1700-Senior Field Technician I.....$ 65.00/hour
1715-Senior Field Technician II.....$ 75.00/hour
1816/1865-Specialty Technician, Asphalt/GPR/FF-FL/PT.....$ 95.00/hour
7101/7102/7152-Steel Technician.....$ 125.00/hour
Note: Overtime Standard Rate is 1.50 for services performed on holidays, Saturday, Sunday, before **6:00 AM** or after **6:00 PM** or exceeding 8 hours per day Monday thru Friday.

Expenses

3350-Transportation Cost.....$ 0.58/mile
3381-Basic Field Equipment & Supplies.....$ 40.00/visit
5130-Coring Equipment with Generator.....$ 250.00/day
5000-Nuclear Density Equipment.....$ 50.00/day
6086-Swiss Hammer.....$ 75.00/day
7220-Ultrasonic Testing Equipment & Supplies.....$ 135.00/day
7149-Magnetic & Dye Penetrant Testing Equipment & Supplies.....$ 135.00/day
6062-Floor Flatness Equipment (Dip Stick).....$ 155.00/day
8610-GPR Equipment.....$ 250.00/day
8355-Infrared Equipment.....$ 250.00/day
6061-Windsor Probe Testing..... $ 125.00/day, plus cost of consumable probes $ 15.00 per shot
ACI On-site Curing Box.....$ 750.00/box
Rental Equipment, Sub-Contract Services & Non-standard Supplies..... Cost x 1.15
Note: The above charges will be made for tests and equipment operated by ECS personnel in addition to personnel charges already listed.

Laboratory Testing

4100-Natural Moisture Content (ASTM D-2216).....$ 15.00/each
4300-Atterberg Limits Testing (ASTM D-4318).....$ 95.00/each
4800-Standard Proctor A or B (ASTM D-698).....$ 165.00/each
4803-Standard C (ASTM D-698) and Modified Proctor (ASTM D-1557).....$ 195.00/each
4841-Direct Shear Test (ASTM D-3080).....$ 575.00/each
5087-Asphalt, Bulk Specific Gravity (AASHTO T-166).....$ 75.00/each
6000-Compressive Strength of Concrete Cylinders (ASTM C-39).....$ 17.00/each
6010/6030-Grout/Mortar Cubes (ASTM C-109).....$ 17.00/each
6020-Masonry Grout Prisms (ASTM C-1019).....$ 17.00/each
6050-Compressive Strength of Masonry Block Prisms (ASTM C-1314).....$ 50.00/each
6063-Concrete Core Samples (ASTM, C-42) and Beams (ASTM C-78).....$ 55.00/each
6092-Particle Size Distribution (Gradation)(ASTM D-6913).....$ 95.00/each
Note: Test fee includes normal laboratory technician time, sample preparation, equipment and supplies required for each test.

Project Management

1950/1995-Administrative Assistant.....$ 55.00/hour
1513/1510-Staff Professional.....$ 95.00/hour
1302/1310-Project Manager.....$ 125.00/hour
1200/1210-Senior Project Manager.....$ 140.00/hour
1100-Principal Engineer.....$ 195.00/hour
Note: Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation and review of reports, and in portal to portal travel to the job site at 0.25 hour increments.