

**AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, NOVEMBER 7, 2024, 7:00PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Public comment period.
4. Human Resources Generalist Kristen Terry will announce that the City of Asheboro has been awarded the 2024 Gold HIRE Vets Medallion Award sponsored by the US Department of Labor.
5. Dr. Shah Ardalan President/CEO and Ms. Linda Brown, Strategic Planning and Development Officer will report that Randolph Community College is the #1 ranked Community College in North Carolina.
6. Chief Brown and Chief Summers will discuss assistance provided by Asheboro personnel in Western North Carolina.
7. Consent agenda:
 - (a) Approval of the meeting minutes for the regular city council meeting held on September 5, 2024.
 - (b) Approval of the meeting minutes for the special city council meeting held on October 8, 2024.
 - (c) Approval of the general account of a closed session held during the special city council meeting on October 8, 2024.
 - (d) Approval of a resolution sealing the general account of the closed session held on October 8, 2024.
 - (e) Approval of the meeting minutes for the regular city council meeting held on October 10, 2024.
 - (f) Approval of the community development division's request to schedule for the December 5, 2024, city council meeting and to advertise legislative zoning applications for the following cases:
 - (i) An application to rezone property located at 1449 and 1453 Old Liberty Road (Randolph County Parcel Identification Numbers 7773034780 and 7773035627) from R10 Medium-Density Residential to I1 Light Industrial.

- (ii) An application to rezone property located at 305 Old Liberty Road (Randolph County Parcel Identification Number 7762059321) from B2 General Commercial and R10 Medium-Density Residential to R10 on the entire parcel.
 - (g) Approval of a resolution seeking the appointment of Justin Luck, Planning and Zoning Director, as a Review Officer consistent with N. C. G. S. 47-30.2.
 - (h) Acknowledgement of the receipt of the monthly report detailing major subdivisions administratively approved. *(There have been none approved).*
 - (i) Authorization to enter into an agreement with Piedmont Triad Regional Council for administrative services pertaining to the CASPN Homes Community Development Block Grant.
 - (j) Approval of a resolution ratifying the Building Inspections and Planning and Zoning schedules of fees previously established with the adoption of the FY24-25 budget ordinance.
 - (k) Approval of an ordinance ratifying the Fire Prevention Department schedule of fees previously established with the adoption of the FY 24-25 budget ordinance.
 - (l) Approval of an ordinance ratifying the schedule of fees established for subdivision ordinance related activities with the adoption of the FY 24-25 budget ordinance.
 - (m) Approval of an ordinance amending Section 150.25(D)(3) in the Code of Asheboro to align this subsection with a fee provision in the adopted FY 24-25 budget ordinance.
 - (n) Approval of a resolution awarding to Master Police Officer Michael C. Fulk, upon his retirement from the Asheboro Police Department, his service side arm.
8. Chief Willie Summers will provide an update on the proposed Emergency Operations Center – Fire Station No. 3:
- (a) A review of the ongoing efforts to obtain a Memorandum of Understanding with FEMA related to federal funding; and
 - (b) A request for authorization for Stewart Cooper-Newell, the project's architectural firm, to proceed with design services in accordance with the proposal received.

9. Community Development Director John Evans will present the initial testimony on the following meeting items.
 - (a) Legislative Hearing (Case No. RZ-24-19): An application to rezone property located on the east side of US Business South at Oakhurst Road (Randolph County Parcel Identification Numbers 7659569317 and 7659660333 from R10 Medium-Density Residential to I2 General Industrial.
 - (b) Legislative Hearing (Case No. RZ-24-20): An application to rezone property located at 1135 and 1147 South Cox Street (Randolph County Parcel Identification Number 7750970387) from R7.5 Medium-Density Residential and RA6(CZ) district to add two dwelling units to an existing development will multiple family dwellings.
 - (c) Legislative Hearing (Case No RZ-24-21): An application to rezone property located on the west side of WOW Road (Randolph County Parcel Identification Number 7764703184), approximately 200feet north of Old Castle Drive, from R15(CZ) Low-Density Single-Family Residential Conditional Zoning to R15 Low-Density Single-Family Residential.
10. Community Development Division and Asheboro Police Department staff will discuss the latest efforts to address issues surrounding homelessness.
11. Announcement of a public open house and workshop for the downtown parking study which will be held November 20 at The Harry and Jeanette Weinberg Adult Resource & Education Center located at 347 W. Salisbury Street from 4-7 p.m.
12. City Engineer Michael Leonard, PE will address the following street maintenance topics:
 - (a) An on-street parking plan for Loach Street; and
 - (b) The engineering department's ongoing evaluation of three signalized street intersections and the potential for a conversion to unsignalized intersections.
13. Water Resources Director Michael Rhoney, P.E. will present the Design-Build Contract Amendment #2 for the Wolfsped Water Main Extension Project for consideration.

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14. Finance Director Deborah Reaves will present a budget amendment to allocate additional funding for temporary heaters during the HVAC replacement project at the Asheboro/Randolph Library.
15. Assistant City Manager Trevor Nuttall will provide an update on pending vacancies on the planning board.
16. Mayor Smith will lead a discussion about potential changes in the city council's schedule for regular meetings in 2025.
17. Mayor Smith will lead a discussion of upcoming events and items not on the agenda.
18. Adjournment.

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, SEPTEMBER 5, 2024
7:00 P.M.**

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

David H. Smith) – Mayor Presiding

Clark R. Bell)
Edward J. Burks)
Kelly L. Heath)
William N. McCaskill) – Council Members Present
Walker B. Moffitt)
Charles A. Swiers)
W. Joseph Trogdon, Jr.)

John N. Ogburn, III, City Manager
Robert L. Brown, Jr., Chief of Police
Alyssa R. Chapuis, Public Information Officer
Timothy E. Cockman, Deputy Fire Chief
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Michael L. Leonard, PE, City Engineer
Trevor L. Nuttall, Assistant City Manager
Deborah P. Reaves, Finance Director
Michael D. Rhoney, P.E. Water Resources Director
Jeffrey C. Sugg, City Attorney

1. Call to Order

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

2. Moment of Silent Prayer and Pledge of Allegiance

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

3. Public Comment Period

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

Mayor Smith closed the public comment period.

4. Public Hearing on Community Development Block Grant (CDBG) Funding Amendment

(a) Public Hearing

Assistant City Manager Trevor Nuttall provided the initial testimony. Consistent with the city’s Citizen Participation Plan for the use of Community Development Block Grant (CDBG) funds, this public hearing has been properly communicated and advertised.

CDBG funds must be used in a manner that benefits low and moderate-income persons and meets other state and federal stipulations. The public hearing related to potential revisions and/or amendments to existing programs.

The City of Asheboro is considering amending its Asheboro COVID-19 Community Assistance program and CASPN Homes Neighborhood Revitalization program to request additional Community Development Block Grant funds for the following eligible activities: Rehabilitation, Public Facilities and Improvements, Acquisition of Real Property for Economic Development, Public Services, and/or Program Administration Costs. The program amendments now being considered are expected to request an additional \$2,116,918 in funding that will provide benefits to Asheboro's Low-Moderate Income population, which was 58.6% based on the 2016-2020 American Community Survey.

The Asheboro City Council has already taken the necessary action to seek \$1,031,905 in CDBG funds to be used towards the construction of the David and Pauline Jarrell Center City Garden in Asheboro. A summary of the program activities discussed at the public hearing is printed below.

1. Randolph Senior Adults Association proposes to use \$25,000 in additional CDBG funds to support its Meal Program that provides nutritional food to clients at or below the poverty level who live in Asheboro. The program operates at 347 W. Salisbury Street, and in 2023- 2024, provided 43.7% more meals to Asheboro residents in need than it served in 2020- 2021; funding would stabilize households impacted by COVID-19.
2. George Washing Carver College proposes to use \$300,000 in additional CDBG funds for construction of two new classrooms and storage room to expand the services it provides the community located at 950 Martin Luther King Jr. Drive. An additional \$30,000 in CDBG funds will be used to support expansion of its educational and social programming. The project would provide safe educational and social space where insufficient facilities currently are available. It would also increase social connectedness among neighborhood residents.
3. Malcomb Coley proposes to use \$900,000 in CDBG funds to acquire and renovate 112 and 114 Sunset Avenue, a partially vacant and currently underutilized commercial structure, for a business committed to providing or retaining permanent jobs with at least 51% of such jobs benefitting low-moderate income persons. The project would support local businesses impacted by COVID-19 to create and retain jobs; the total estimated project cost is \$1.5M.
4. East Side Improvement Association proposes to use up to \$255,101 in additional CDBG funds to improve two buildings located at 624 Brewer Street and 621 Frank Street. East Side Improvement Association provides educational and social programming, from the property. Sidewalk improvements, heating and air conditioning-related improvements, roof repairs, and bathroom improvements are planned. The project would provide safe educational and social space where insufficient facilities currently are available. It would also increase social connectedness among neighborhood residents.
5. Wainman Homes, Inc. proposes to use \$320,560 in CDBG funds for renovations to CASPN Homes, an affordable housing community, located at 945 S. Church Street. The property owner will replace the building's windows, resulting in greater energy efficiency, reduced air and moisture infiltration, and replacement of all deficient windows that do not open or close properly.
6. The City of Asheboro proposes to use up to \$ 286,257 in CDBG funds to administer the amended program. Management, coordination, monitoring, reporting, and evaluation activities are expected to be contracted out to an experienced CDBG administrator.

In addition to Mr. Nuttall, the following individuals spoke during the hearing.

1. Mark Hensley
2. Clyde Foust
3. Lara Foust
4. D'Neal McNair
5. Tammie Coley
6. Betty Foust
7. Robert Lawler

When no one else asked to speak, Mayor Smith closed the public hearing.

(b) Authorization for Mayor Smith to Execute any Documents Specified by the NC Department of Commerce

After receiving comments on the contemplated projects, community needs, and desired development activities, Mr. Nuttall requested that the council authorize Mayor Smith to execute the documents specified by the NC Department of Commerce for additional CDBG funds. Council Member Bell moved, and Council Member Heath seconded the motion to authorize Mayor Smith to execute any documents specified by the NC Department of Commerce for the requested additional CDBG funds. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

5. The Permanent Closure of a Section of Hammer Avenue

(a) Public Hearing

Mr. Nuttall presented the initial testimony during the public hearing. This initial testimony focused on the procedural steps taken by the city to provide notice of the public hearing in compliance with the applicable statutes and ordinances.

The street closure petition was received from Memorial Square, LLC, who is the owner of the real property located at 617 South Church Street in Asheboro. The property adjoins Hammer Avenue, and the owner requested the permanent closure of an 11,244 square foot section of public right-of-way for Hammer Avenue located between West Kivett Street and Lanier Avenue.

Mayor Smith opened the floor for comments from the public. Julian Robb and Matt Williams presented comments in support of the street closure. When no one else asked to speak, Mayor Smith transitioned to the deliberative phase of the hearing.

(b) Consideration of an Ordinance to Permanently Close the Identified Section of Hammer Avenue

Mr. Nuttall presented an ordinance to close the section of public right-of-way for Hammer Avenue located between West Kivett Street and Lanier Avenue. Council Member Bell moved, and Council Member Swiers seconded the motion to approve/adopt the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

CITY OF ASHEBORO STREET CLOSURE ORDINANCE NO. 34 ORD 9-24

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

IN RE THE PERMANENT CLOSURE OF	)	
THE SECTION OF PUBLIC RIGHT-OF-	)	
WAY FOR HAMMER AVENUE LOCATED	)	<u>STREET CLOSURE</u>
BETWEEN WEST KIVETT STREET	)	<u>ORDER</u>
AND LANIER AVENUE	)	
	)	

WHEREAS, pursuant to the provisions of Section 160A-299 of the North Carolina General Statutes, the City Council of the City of Asheboro adopted on the 11th day of July, 2024, during a regular meeting, a resolution of intent identified as Asheboro City Council Resolution No. 19 RES 7-24 (the “Resolution”) declaring the intent of the city council to permanently close the section of public right-of-way for Hammer Avenue located between West Kivett Street and Lanier Avenue; and

WHEREAS, the Resolution called for a public hearing on the question of whether or not the proposed permanent street closure would be detrimental to the public interest or the property rights of any individual, and the Resolution also scheduled the mandated public hearing for the city council’s regular meeting on September 5, 2024, which will begin at 7:00 p.m., in the council chamber on the second floor of Asheboro City Hall, 146 N. Church Street, Asheboro, North Carolina 27203; and

WHEREAS, pursuant to Section 160A-299 of the North Carolina General Statutes, legal notice of the Resolution was published in *The Courier-Tribune*, a newspaper with general circulation in the City of Asheboro, once a week for four successive weeks prior to the above-referenced public hearing (Scheduled Dates of Publication: August 8, 2024; August 15, 2024; August 22, 2024; and August 29, 2024); and

WHEREAS, on August 2, 2024, copies of the Resolution were sent by certified mail to the entities listed below, who were determined by reviewing the county tax records to be all of the owners of property adjoining the Hammer Avenue closure area:

- 1. McKenzie Real Estate of NC, LLC;
- 2. Schwarz Properties, LLC;
- 3. Memorial Square LLC;
- 4. Norfolk Southern Real Estate Department; and

WHEREAS, on August 5, 2024, copies of the notice of the city council’s intention to permanently close the section of public right-of-way for Hammer Avenue located between West Kivett Street and Lanier Avenue, including the call for a public hearing on the question of the proposed permanent street closure, were prominently posted along two (2) places on the section of Hammer Avenue proposed for permanent closure; and

WHEREAS, after holding the public hearing called by the Resolution, it appears to the satisfaction of the Asheboro City Council that the permanent closure of the below-described section of the public right-of-way for Hammer Avenue is not contrary to the public interest and that no individual or legal entity owning property in the vicinity of the section of public right-of-way proposed for permanent closure would be deprived of a reasonable means of ingress and egress to the owner’s property;

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

Section 1. The section of public right-of-way for Hammer Avenue located between West Kivett Street and Lanier Avenue is hereby permanently closed. The permanently closed section of public right-of-way for Hammer Avenue is located within the corporate limits of the City of Asheboro and is more particularly described by metes and bounds as follows:

City of Asheboro, Asheboro Township, Randolph County, North Carolina:

BEGINNING at a point in the southern right-of-way line of Kivett Street (30-foot public right-of-way), said point being in the western right-of-way line of Hammer Avenue (30-foot public right-of-way), said point being also the northeast corner of the property of Memorial Square, LLC, a North Carolina limited liability company (Deed Book 2860, Page 631, Randolph County Registry); thence from said point of Beginning along the southern right-of-way line of Kivett Street, South 88 degrees 04 minutes 02 seconds East 30.82 feet to a point in the western line of a 35-foot right-of-way to the Southern Railroad Company; thence with the western line of the Southern Railroad Company's 35-foot right-of-way South 06 degrees 46 minutes 13 seconds West 381.14 feet to a point in the northern right-of-way line of Lanier Avenue (30-foot public right-of-way); thence along the northern right-of-way line of Lanier Avenue North 85 degrees 59 minutes 25 seconds West 28.41 feet to a point in the eastern line of the property of Memorial Square, LLC, a North Carolina limited liability company (Deed Book 2860, Page 631, Randolph County Registry); thence with the line of Memorial Square, LLC, North 06 degrees 25 minutes 05 seconds East 379.91 feet to the point and place of BEGINNING, and being all of that certain 11,244 square feet of land, more or less, encompassed by the preceding metes and bounds description, specifically including the entirety of the public right-of-way for the above-described section of Hammer Avenue located between West Kivett Street and Lanier Avenue. The public right-of-way permanently closed by this Ordinance/Order is shown on the plat of survey referenced below.

The preceding description is in accordance with a plat of survey titled, "MEMORIAL SQUARE – PROPOSED STREET CLOSURE MEMORIAL SQUARE, LLC," dated September 3, 2024, and prepared by Borum, Wade and Associates, P.A., Plan Sheet No. C 1962.

The plat of survey referenced in the immediately preceding paragraph is recorded in Plat Book _____, Page _____, Randolph County Registry.

Section 2. The City of Asheboro, pursuant to the provisions of Section 160A-299 of the North Carolina General Statutes, hereby reserves its perpetual right, title, and interest in and to the City of Asheboro water line infrastructure and sanitary sewer line infrastructure shown on the above-referenced plat of survey. This express reservation of a perpetual right, title, and interest in the said municipal water and sanitary sewer infrastructure includes, without limitation, an express reservation of a perpetual right, title, and interest in easements for the referenced municipal water and sanitary sewer infrastructure. The easements referenced in the immediately preceding sentence are shown on the plat of survey listed in Section 1 of this Ordinance/Order and shall be utilized for the operation and maintenance of the municipal water and sanitary sewer infrastructure. Furthermore, this reservation by the City of Asheboro of its right, title, and interest in the public infrastructure easements expressly includes, without limitation, the city's perpetual right and privilege of going in, upon, and over the easement areas shown on the plat of survey listed in Section 1 of this Ordinance/Order at any time or times, and from time to time, at the city's option, for the purpose of constructing, inspecting, operating, repairing, and maintaining municipal water and sanitary sewer lines, including such alterations, replacements, and expansions of capacity as may, in the city's sole judgment, be necessary or proper as a part of the Public Water Supply System and Sanitary Sewer System of the City of Asheboro, North Carolina.

Section 3. This Ordinance/Order shall take effect and be in force from and after the date of its adoption.

Section 4. Any person aggrieved by the permanent closure of the above-described section of the public right-of-way for Hammer Avenue may appeal the adoption of this Ordinance to the General Court of Justice of Randolph County, North Carolina within 30 days after the adoption of the Ordinance.

Section 5. In the event there is no appeal within thirty (30) days after the adoption of this Ordinance, a certified copy of the Ordinance shall be filed in the Office of the Register of Deeds for Randolph County, North Carolina as provided by law.

This Ordinance was approved by the Asheboro City Council in open session during a regular meeting held on September 5, 2024.

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

CITY SEAL

ATTEST:

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

6. Consent Agenda

Council Member Heath moved, and Council Member Burks seconded the motion to approve/adopt the following consent agenda items. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

(a) Approval of the City Council Meeting Minutes for August 8, 2024

The meeting minutes for the city council's regular meeting on August 8, 2024, were approved and have been filed in the city clerk's office. An electronic copy of the approved document has been posted on the city's website.

(b) Acknowledgement of the Receipt of the Meeting Minutes for the Asheboro ABC Board Meetings Held on June 25, 2024 and August 6, 2024

The meeting minutes for the above-listed Asheboro ABC Board meeting were received and distributed to the elected officials. The documents have been filed in the city clerk's office.

(c) Approval of the Community Development Division's Request to Schedule for October 10, 2024, and to Advertise, Legislative Hearings for the Following Cases:

- (i) An application to apply initial city zoning on property recently annexed into the City of Asheboro related to the NC Zoological Park and NC Zoological Society properties located at 2653, 2663, 2703, 2723, 2755, and 3733 Old Cox Road, 4297, 4401, 4403, and 4405 Zoo Parkway, 1745 Panther Creek Road, Ross Harris Road, Old NC Highway 13 and Fairview Farm Road, as shown on Plat Book 187, Page 17.**
- (ii) An application to rezone property located at 223 Brewer Street (Randolph County Parcel Identification Number 7751957267) from OA6 Office-Apartment to R7.5 Medium Density Residential rezoning.**
- (iii) Request to rezone property located at the western terminus of Ferrari Drive, northwest of Old Humble Mill Road (Randolph County Parcel Identification Number 7679350119) from R40 Low-Density zoning to R40 (CZ) Low-Density Conditional Zoning for a manufactured home park.**

(d) Approval of Contract Amendments to Extend the Termination Dates for the StarPet, PEMMCO, and Upstyled Goods Building Reuse Grants

Copies of the contract amendments are on file in the city clerk's office.

(e) Adoption of Required Plans and Policies Specific to the CASPN Homes Rehabilitation Project to be Funded with CDBG-Neighborhood Revitalization Funds

The following plans and policies were approved by the city council with the adoption of the consent agenda.

- (i) Analysis of Impediments to Fair Housing Choice for the Community Development Block Grant Program by the City of Asheboro for Grant Number 22-C-4113
- (ii) Equal Employment Plan – Grant Number 22-C-4113
- (iii) Fair Housing Plan for the Community Development Block Grant Program by the City of Asheboro for Grant Number 22-C-4113
- (iv) Language Access Plan for the Community Development Block Grant Program by the City of Asheboro for Grant Number 22-C-4113
- (v) Section 3 Plan for the Community Development Block Grant Program by the City of Asheboro for Grant Number 22-C-4113
- (vi) City of Asheboro Procurement Plan for the Community Development Block Grant Program

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RESOLUTION ADOPTING THE PROCUREMENT PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BY THE CITY OF ASHEBORO FOR GRANT NUMBER 22-C-4113

WHEREAS, the City of Asheboro is participating in the Community Development Block Grant Program (CDBG) under the Housing and Community Development Act of 1974 as administered through the North Carolina Department of Commerce; and

WHEREAS, a Procurement Policy is required for the City's CDBG project;

NOW, THEREFORE, BE IT RESOLVED, that to accomplish the above, the Asheboro City Council hereby adopts the attached Procurement Policy to be used throughout the implementation of this Community Development Block Grant project.

BE IT FURTHER RESOLVED that the Asheboro City Council certifies the City of Asheboro will meet all federal regulatory and statutory requirements of the Small Cities Community Development Block Grant Program; and

This resolution was duly adopted by the Asheboro City Council in open session during a regular meeting held on the 5th day of September, 2024.

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

ATTEST:

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

[In addition to the procurement policy referenced in the immediately preceding resolution, all plans and policies listed in this portion of the consent agenda are on file in the city clerk's office.]

(f) Acknowledgement of the Receipt of the Monthly Report Detailing Major Subdivisions Administratively Approved

There have been none approved.

(g) Approval of a Temporary Street Closure in Downtown Asheboro on Sunday, October 6, 2024, from 3:00 p.m. to 6:00 p.m. for the Asheboro Latinxs Services Event

The council approved a special event closure order, including a temporary street closure for the Asheboro Latinxs Services Event. The temporary closure will take effect at 1500 hours on October 6, 2024 and will end at 1800 hours on October 6, 2024.

(h) Approval of a Temporary Closure of South Bound Lanes of South Church Street between Kivett Street and Armfield Avenue on Saturday, October 19, 2024, from 7:30 a.m. to 2:00 p.m., for a 5K Walk/Run Event

The council approved a special event closure order, including a temporary street closure for a 5K Walk/Run Event. The temporary closure will take effect at 730 hours on October 19, 2024 and will end at 1400 hours on October 19, 2024.

7. Community Development Items:

(a) Legislative Hearing (Case No. RZ-24-12): An application to rezone property located at 842 Cross Street, including property on the east side of Cross Street, totaling approximately 0.9 acre +/- and more specifically identified by Randolph County Parcel Identification Number 7761350714 to an amended B2 (CZ) zoning district for an eating establishment.

Mayor Smith opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-24-12. Assistant City Manager Trevor Nuttall was the first to speak. In addition to entering into the records the notation that notice of this land use case had been advertised, posted, and mailed as required by North Carolina law, he gave an overview of the zoning map amendment application submitted by Raul Munoz.

The land for which the above-described zoning has been requested is located at 841 Cross Street and along the east side of Cross Street. The property is approximately 0.9 of an acre in size, and is specifically identified by Randolph County Parcel Identification Number 7761350714 (this property will be hereinafter referred to as the "Zoning Lot").

In addition to the written staff report, Mr. Nuttall utilized a slide show presentation in conjunction with his comments. The following points of information were noted.

1. The property is inside the city limits.
2. Loach Street and Cross Street are local, city-maintained streets.
3. The request is to amend the existing B2 (CZ) General Commercial Conditional Zoning district approved in 2003. The amendment is to add outdoor covered dining area, a walk-in cooler, and outdoor grill area.
4. While no seating counts are provided, the site plan provided indicates availability of 11 parking places within an existing parking lot which could accommodate a restaurant with up to 28 seats. The condition of that parking area is poor.

5. The zoning ordinance typically requires a 25' front setback from the Loach Street and Cross Street right-of-way; the Cross Street setback was reduced to 19' by variance in 2006.
6. The zoning ordinance describes the B2 zoning district as "intended to serve the convenience goods, shoppers' goods, retail, and service needs of the motoring public, both local and transient. This district should always be located with access directly to minor thoroughfares or higher classification streets, but never local residential streets.
7. Following the Planning Board meeting on September 3, the applicant submitted a revised plan proposing increased setbacks and reduced structure sizes; a 15' setback on Loach Street and a 11' setback on Cross Street is now proposed.

Mr. Nuttall noted that, when evaluating a rezoning application, careful consideration must be given to each goal and policy as outlined in the Land Development Plan.

Proposed Land Use Map Designation: Neighborhood Residential

Small Area Plan: Central

Growth Strategy Map Designation: Primary Growth

LDP Goals/Policies that Support the Request:

Checklist Item 5: Complies with Growth Strategy Map

Checklist Item 12-14: Property is located outside of the watershed area, Special Hazard Flood Area, and area with steep slopes.

LDP Goals/Policies that Do Not Support the Request:

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

Checklist Item 3: The property on which the rezoning district is proposed does not fit the description of the Zoning Ordinance.

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

The City of Asheboro Planning Board recommended denial of the request. As part of this recommendation, the planning board included comments that the applicant should consider revising the site plan to reduce the extent of the encroachment into the front setbacks and reduce the size of the structure(s).

As noted above, the applicant followed these recommendations and made reductions. The current staff analysis of the application is summarized as follows:

The property has been commercially zoned and intermittent restaurant uses have occurred on the property consistent with prior city approvals for about 20 years. The amended application seeks to add more than 1,400 square feet of covered eating area for up to 28 seats.

The Board of Adjustment previously had heard evidence and granted a variance from the front yard setback on Cross Street. This application seeks to further modify setbacks, including on Loach Street, which

serves as a collector level roadway moving traffic from Martin Luther King, Jr. Drive to East Presnell Street. With the latest change to the site plan, staff has more comfort with the proposal; the setbacks now are more consistent with neighborhood and city policies related to land use and transportation. Approval of the district will further facilitate a reasonable use of the property.

In the event of council approval of the application, the planning staff did offer suggested conditions to include as part of a conditional zoning ordinance amendment. These conditions are as follows:

- (A) *The use approved shall be an eating establishment with seating, including outside seating, for up to 28 patrons. If additional seats are proposed, the off-street parking area shall be expanded in compliance with the Asheboro Zoning Ordinance. Such expansion shall not be considered a modification; a site plan shall be submitted to city staff for inclusion in the file without re-review by city council.*
- (B) *All parties involved in this request, including the owner, successors, heirs, and assigns, agree to the conditions and approved site plan.*
- (C) *Prior to the issuance of a zoning compliance permit for the proposed land use, the owner shall provide city staff with written acceptance of any zoning district conditions discussed and accepted during the public hearing.*
- (D) *Prior to the issuance of a zoning compliance permit, a final site plan and the applicable permit fee shall be submitted.*
- (E) *The parking area shown on the site plan shall have spaces properly dimensioned and striped; repairs to the parking lot shall be completed so that it is in acceptable condition as defined by the city code.*
- (F) *Outdoor lighting (pole and wall mounted) shall comply with city ordinances and information on such lighting shall be provided to staff for review and approval prior to installation of this outdoor lighting.*
- (G) *Existing signage shall be allowed to be refaced and replaced provided no additional sign area or height is proposed. The existing pole sign shall be permitted to be replaced with a monument style sign no more than six (6) feet in height and 75 square feet in area. All signage shall be limited to no more than 10 percent of the wall area for each wall.*
- (H) *Operating hours for the business shall be limited to the hours of 6:00 o'clock a.m. to 9:00 o'clock p.m. each day of the week. (a current condition).*
- (I) *The applicant shall submit a revised site plan indicating compliance with the Asheboro Zoning Ordinance concerning the following;*
 - (i) *Detail on street yard landscaping along Cross Street and Loach Street and screening that meets a "C" type screen adjacent to residential properties.*
 - (ii) *Labeling of paving materials of parking in compliance with the Asheboro Zoning Ordinance.*
 - (iii) *Labeling of approved building setbacks, including setbacks from public rights-of-way, noting approval of variance per case number.*
 - (iv) *Details on the location of proposed seating.*
- (J) *The owner(s) of the Zoning Lot shall properly execute and deliver to the zoning administrator, for recordation in the office of the Randolph County Register of Deeds, a Memorandum of Land Use Restrictions prepared by the city attorney for the purpose of placing notice of the conditions attached to this conditional zoning in the chain of title for the Zoning Lot.*

Mayor Smith opened the floor for comments from the public. Raul Munoz and Lara Foust presented comments in support of the request. When no one else asked to speak, Mayor Smith transitioned to the deliberative phase of the process.

After engaging in deliberations about the zoning map amendment application, Council Member Bell moved, and Council Member Burks seconded the motion, to adopt the plan consistency statement printed below and to approve the requested zoning map amendment with the following multi-part motion.

1. The Zoning Lot has been commercially zoned and intermittent restaurant uses have occurred on the Zoning Lot consistent with prior city approvals for about 20 years. The amended application seeks to add more than 1,400 square feet of covered eating area for up to 28 seats.

The Board of Adjustment previously heard evidence and granted a variance from the front yard setback on Cross Street. This amendment seeks to further modify setbacks, including on Loach Street. Loach Street serves as a collector level roadway moving traffic from Martin Luther King, Jr. Drive to East Presnell Street. With the latest change to the site plan; the setbacks are sufficiently consistent with neighborhood and city policies related to land use and transportation. The conditional use district will further facilitate a reasonable use of the property.

Based on the above-analysis, the city council has concluded that the proposed zoning map amendment is consistent with the city's comprehensive development plans, is reasonable, and is in the public interest.

2. Consequently, and subject to the above-listed conditions, the zoning map amendment application seeking to place the Zoning Lot into the amended B2 (CZ) zoning district is hereby approved.

Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

(b) Legislative Hearing (Case No. RZ-24-14): An application to rezone property located at 308 Pineview Street identified by Randolph County Parcel Identification Number 7753876027 and a portion of PIN 7753876247, located at 307-A and 307-B Quaker Drive from R10 to R 7.5 zoning.

Mayor Smith opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-24-14. Mr. Nuttall was the first speaker. In addition to entering into the records the notation that notice of this land use case had been advertised, posted, and mailed as required by North Carolina law, he gave an overview of the zoning map amendment application submitted by Brian Lucas.

The land for which the above-described zoning has been requested is located at 308 Pineview Street and south of 307-A and 307-B Quaker Drive. The property is approximately 11,508 square feet in size, and is specifically identified by Randolph County Parcel Identification Numbers 7753876027 and a portion of PIN 7753876247 (this property will be hereinafter referred to as the "Zoning Lot").

In addition to the written staff reports, Mr. Nuttall utilized a slide show presentation in conjunction with his comments. The following points of information were noted.

1. The property is inside the city limits.
2. Pineview Street is a state-maintained minor thoroughfare at this location. State transportation plans identify that this section of

Pineview Street will be widened to a three lane facility from west of Sylvan Drive to North Fayetteville Street possibly in 2025.

- 3. Parcel Identification Number 7753876027 is currently zoned R10 and is a nonconforming lot with 9,309 square feet according to a survey presented with the application. While an R10 district typically requires 10,000 square feet for a single-family dwelling and 15,000 square feet for a two-family dwelling (duplex), the zoning ordinance does allow for a single-family dwelling on the existing nonconforming lot if it can meet other requirements. The lot is also a legal nonconforming lot due to only having about 49.5 feet of width compared to the 75 feet required in an R10 district and 60 feet in an R7.5 district.
- 4. The zoning ordinance describes the existing R10 and required R7.5 designations as follows:

R10: *To provide regulations which will produce a moderate intensity of residential uses, usually single-family or two family in character and served by central water supply and sewage disposal systems, plus the necessary governmental and other support facilities to service such urban intensity living.*

R7.5: *To provide regulations which will produce a moderate intensity of residential uses, usually single family and no more than two family in character and served by central water supply and sewage disposal systems, plus the necessary governmental and other support facilities to service such urban intensity living.*
- 5. Within 500 feet of the property and on the opposite side of Pineview Street, there is a parcel zoned R7.5 with a two-family dwelling, a parcel zoned R7.5 (CZ) with a multiple family use and a 0.29 acre parcel with three manufactured homes.
- 6. The area consists of primarily two-family dwellings, with some single-family dwellings. The Land Development Plan identifies an area north and south of the Pineview Street corridor as an Employment Center.

Mr. Nuttall noted that, when evaluating a rezoning application, careful consideration must be given to each goal and policy as outlined in the Land Development Plan.

Proposed Land Use Map Designation:	Neighborhood Residential
Small Area Plan:	Northeast
Growth Strategy Map Designation:	Primary Growth

LDP Goals/Policies that Support the Request:

<u>Checklist Item 3:</u>	The property on which the rezoning district is proposed does fit the description of the Zoning Ordinance.
<u>Checklist Item 4:</u>	The proposed rezoning is compatible with surrounding land uses.
<u>Checklist Item 5:</u>	Complies with Growth Strategy Map
<u>Checklist Item 12-14:</u>	Property is located outside of the watershed area, Special Hazard Flood Area, and area with steep slopes.

LDP Goals/Policies that Do Not Support the Request:

Checklist Item 1: Rezoning is compliant with the Proposed Land Use Map (related to density).

The City of Asheboro Planning Board considered the zoning map amendment application, and recommended placement of the Zoning Lot into the requested R7.5 zoning district. In making this recommendation, the planning board concurred with the planning staff's analysis of the consistency of the proposed zoning with the adopted comprehensive plans as well as the reasonableness of the proposal. The planning staff's analysis is summarized in the following indented paragraphs.

The legal non-conforming status of PIN 7753876027 and presence of R7.5 zoning both east and west of the land requested to be rezoned supports approval of the application. It is reasonable and in the public interest to eliminate non-conforming situations when doing so can be done in a manner that is compatible with adjacent land uses and consistent with the Land Development Plan. Further, expanding housing opportunities within this stable residential neighborhood in close proximity to employers can be beneficial to residents and industry alike.

Considering the aforementioned analysis, staff believes that the proposed zoning map amendment is reasonable and in the public interest.

Mayor Smith opened the floor for comments from the public, and none were offered. Mayor Smith then transitioned to the deliberative phase of the process.

After engaging in deliberations about the zoning map amendment application, Council Member Heath moved, and Council Member Trogdon seconded the motion to adopt the plan consistency statement printed below and to approve the requested zoning map amendment with the following multi-part motion.

1. The legal non-conforming status of PIN 7753876027 and the presence of R7.5 zoning both east and west of the land supports the approval of the application. It is reasonable and in the public interest to eliminate non-conforming situations when doing so can be done in a manner that is compatible with adjacent land uses and consistent with the Land Development Plan. Further expanding housing opportunities within this stable residential neighborhood in close proximity to employers can be beneficial to residents and industry alike.

Considering the aforementioned analysis, the council believes that the proposed zoning map amendment is consistent with comprehensive plan, reasonable, and in the public interest.

2. Consequently, the zoning map amendment application seeking to place the Zoning Lot into the requested R7.5 zoning district is hereby approved.

Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

- (c) Legislative Hearing (Case No RZ-24-15): An application to rezone property located at 343 North Carolina Highway 42 North, totaling approximately 19.11 acres, identified by Randolph County Parcel Identification Number 7761402066 to an amended B2 (CZ) district for a membership organization.**

Before the public hearing was opened, Council Member Swiers discussed the role he plays with the Randolph-Asheboro YMCA. To avoid a conflict of interest under state

law, Council Member Swiers asked to be recused from participating in any manner in the discussion and potential council action under meeting agenda item no. 7(c). Council Member Burks moved, and Council Member Heath seconded the motion to recuse Council Member Swiers from participating or acting in any manner in connection with meeting agenda item no. 7(c). Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Trogon voted aye. There were no dissenting votes.

Mayor Smith then opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-24-15. Mr. Nuttall was the first speaker. In addition to entering into the records the notation that notice of this land use case had been advertised, posted, and mailed as required by North Carolina Law, he gave an overview of the zoning map amendment application submitted by the YMCA of Asheboro (c/o Patrick O'Hara, Executive Director).

The land for which the above-described zoning has been requested, which is the property of the YMCA of Asheboro, is located at 343 North Carolina Highway 42 North. The property is approximately 19.11 acres in size and is more specifically identified by Randolph County Parcel Identification Number 7761402066 (this property will be hereinafter referred to as the "Zoning Lot").

In addition to the written staff report, Mr. Nuttall utilized a slide show presentation in conjunction with his comments. The following points of information were noted.

1. The property is inside the city limits
2. North Carolina Highway 42 is a state-maintained major thoroughfare. State transportation plans call for widening this segment of North Carolina Highway 42 North between East Salisbury Street intersection and north of East Dixie Drive possibly in 2025. The widening will add a center turning lane, new storm drainage, and sidewalks.
3. The property owner proposes to replace an existing ball field with an indoor soccer building and additional parking. The site plan also includes a potential future outdoor pool. These changes are considered a modification of the previously approved conditional zoning district; an amended zoning district is therefore required.
4. The plan was routed to NCDOT for review and comment. NCDOT indicated that it will not require a driveway permit or improvements as part of the proposed improvements.
5. The use of the property for a membership organization (YMCA) has existed since the early 1970's. The zoning ordinance defines a membership organization as "a membership establishment operated by a corporation or association of persons for activities which include, but are not limited to, business, professional, literary, political, educational, fraternal, or labor activities, but which are not operated for profit or to render a service which is customarily conducted as a business."
6. Staff received an updated plan on 8-5-2024 before the planning board meeting on that date. After reviewing the additional detail on that plan, staff believes the current plan meets zoning requirements but will need outdoor lighting information prior to permitting. The applicant has also indicated a possibility of relocating some of the newly proposed parking that is closest to the residentially zoned properties to the west towards the interior of the property. Staff proposes conditions that address these two issues.

Mr. Nuttall noted, that when evaluating a rezoning application, careful consideration must be given to each goal and policy as outlined in the Land Development Plan.

Proposed Land Use Map Designation: Commercial

Small Area Plan: Central

Growth Strategy Map Designation: Primary Growth

LDP Goals/Policies that Support the Request:

- Checklist Item 1:** Rezoning is compliant with the Proposed Land Use Map.
- Checklist Item 3:** The property on which the rezoning district is proposed fits the description of the Zoning Ordinance. (*Article 200, Section 210, Schedule of Statement of Intent*)
- Checklist Item 5:** Complies with Growth Strategy Map
- Checklist Item 12-13:** Property is located outside of the watershed area and Special Hazard Flood Area.

LDP Goals/Policies that Do Not Support the Request:

- Checklist Item 14:** Rezoning is located on steep slopes of greater than 20%.
Note: Areas of proposed improvements are not generally on these slopes.

The City of Asheboro Planning Board considered the zoning map amendment application, and recommended placement of the Zoning Lot into the requested amended B2 (CZ) zoning district. In making this recommendation, the planning board concurred with the planning staff’s analysis of the consistency of the proposed zoning with the adopted comprehensive plans as well as the reasonableness of the proposal. The planning staff’s analysis is summarized in the following indented paragraphs.

The property has been commercially zoned and used by the YMCA for decades. The application seeks to improve an area of the property, initially designated for outdoor use, for indoor recreational use. This change likely can offer increased compatibility to adjacent homes in terms of reduced noise and additional buffering/screening, and additional information on lighting obtained prior to permitting will also ensure compatibility with those adjacent residential properties.

Considering the aforementioned analysis, staff believes that the proposed zoning map amendment is reasonable and in the public interest.

In the event of council approval of the application, the planning staff did offer suggested conditions to include as part of a conditional zoning ordinance amendment. These conditions are as follows:

- (A) *The use approved shall be a membership organization.*
- (B) *All parties involved in this request, including the owner, successor, heirs, and assigns, agree to the conditions and approved site plan.*
- (C) *Prior to the issuance of a zoning compliance permit for the proposed land use, the owner shall provide city staff with written acceptance of any zoning district conditions discussed and accepted during the public hearing.*
- (D) *Prior to the issuance of a zoning compliance permit, a final site plan and the applicable permit fee shall be submitted.*

- (E) *Outdoor lighting shall comply with city ordinances. Information on such lighting shall be provided to staff for review and approval prior to installation.*
- (F) *Existing landscaping shall be maintained in compliance with code requirements for membership organization and previous approvals. New landscaping or other provisions for buffering submitted and approved with the application shall be installed and maintained.*
- (G) *Should any new parking spaces be located to a different location than location(s) shown on the site plan, such a relocation shall not be considered a modification of the conditional zoning approval, subject to such parking being located in compliance outside of any required buffer/screening yards and in compliance with requirements of the Asheboro Zoning Ordinance, with an adequate number of spaces to serve each new phase of the proposed land use as determined by Table 6-1 of the zoning ordinance. If such relocation of new parking occurs, such relocation shall comply with Section 4.05(C)(15)(d) of the Asheboro Zoning Ordinance. If proposed, a revised site plan reflecting this change shall be submitted to city staff for review and inclusion in the file without further review by city council.*
- (H) *The owner(s) of the Zoning Lot shall properly execute and deliver to the zoning administrator for recordation in the office of the Randolph County Register of Deeds, a Memorandum of Land Use Restrictions prepared by the city attorney for the purpose of placing notice of the conditions attached to this conditional zoning in the chain of title for the Zoning Lot.*

Mayor Smith opened the floor for comments from the public. Patrick O'Hara presented comments in support of the application. When no one else asked to speak, Mayor Smith transitioned to the deliberative phase of the process.

After engaging in deliberations about the zoning map amendment application, Council Member Bell moved, and Council Member Burks seconded the motion to adopt the plan consistency statement below and to approve the requested rezoning map amendment with the following multi-part motion.

1. The Zoning Lot has been commercially zoned and used by the YMCA for decades. The zoning map amendment seeks to improve an area of the Zoning Lot, initially designated for outdoor use, for indoor recreational use. This change will offer increased compatibility to adjacent homes in terms of reduced noise and additional buffering/screening.

Based on the aforementioned analysis, the council has concluded that the proposed zoning map amendment is consistent with the adopted comprehensive plan, is reasonable, and is in the public interest.

2. Consequently, and subject to the above-listed conditions, the zoning map amendment application seeking to place the Zoning Lot into the amended B2 (CZ) zoning district is hereby approved.

Council Member Bell, Burks, Heath, McCaskill, Moffitt, and Trogon voted aye. There were no dissenting votes.

- (d) **Legislative Hearing (Case No. RZ-24-16): An application to rezone property located at 801 and 817 Sunset Avenue, totaling approximately 1.52 acres +/-, identified by Randolph County Parcel Identification Number 7751426889 from OA6 and M(CZ) zoning to OA6 (CZ) zoning for a multi-family dwelling development.**

Mayor Smith opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-24-16. Mr. Nuttall was the first speaker. In addition to entering into the records the notation that notice of this land use case had been advertised, posted, and mailed as required by North Carolina Law, he gave an overview of the zoning map amendment application submitted by Nash Duggins.

The land for which the above-described zoning has been requested, which is the property of Baybuilt Properties, LLC, is located at 801 and 817 Sunset Avenue. The property is approximately 1.52 acres more or less in size, and is more specifically identified by Randolph County Parcel Identification Number 7751426889 (this property will be hereinafter referred to as the “Zoning Lot”).

In addition to the written staff report, Mr. Nuttall utilized a slide show presentation in conjunction with his comments. The following points of information were noted.

1. The property is within the city limits.
2. Sunset Avenue and South Cherry Street are both state-maintained thoroughfares at this location.
3. The property is located within Tier 3 of the Center City Planning Area and presently is zoned OA6 and M (CZ). The OA6 zoning district allows residential (single-family, two-family, multiple-family) uses, office and institutional uses, and limited commercial uses. The M (CZ) portion of the property previously authorized the repurposing of the former church fellowship hall into a banquet facility; that project never commenced.
4. The site plan identifies a proposal consisting of one three-story building with 52 units; 14 one-bedroom and 38 two-bedroom apartments. The Center City Planning Area building setback provisions typically would require a minimum of 25’ setback from Sunset Avenue and 20’ from South Cherry Street. In order to maximize buffering for adjacent residential properties and to make the parking areas less visible from street vantage points, staff generally has been supportive of reducing the minimum setback to 20’. The latest plan submitted (received on August 16) identifies the building 20’ from both the Sunset Avenue and South Cherry Street rights-of-way; the applicant relocated the building from 15’ to 20’ following input received at the August Planning Board meeting.
5. In the Center City Planning Area, development intensity is regulated by permissible built-upon area, (55%) instead of Floor-Area Ratio, and generally applicable maximum building height (35’). The Board of Adjustment granted a variance in 2020 (BOA-20-02) to allow a permissible built-upon area of up to 56.8% for a new banquet center use. The existing built-upon area covers 51.38% of the site. The latest plan shows proposed built-upon area at 76.1% (increased from 72.46% on the previous plan) but does include an underground stormwater control device to mitigate 10-year storm runoff resulting from the increased built-upon area.
6. Project density is proposed at 34.2 dwellings per acre. In comparison Sunset Place Apartments, adjacent to the development, is at 24.3 dwellings per acre. The proposed density is more Similar to Church Street Lofts (32.5 dwellings per acre) a project within Tier 1 of the

Center City Planning Area (commonly referred to as the Central Business District).

- 7. 83 off-street parking spaces are proposed to serve the 52 units. The Zoning Ordinance requirement for parking for a traditional multi-family development, based on the number and composition of units shown, is 107 spaces; this calculation includes the required 10 visitor spaces. The 83 parking spaces identified on the site plan could support, as an illustration, 37 two-bedroom units or 50 one-bedroom units.
- 8. The parking proposed is comparable to the parking provided for Sunset Place apartments (76-off street and approximately 12 spaces available on Memorial Street). That development was approved as a Whole Block Redevelopment project specifically to provide affordable housing. That developer provided the city with an opinion from a licensed design professional that the parking proposed would be sufficient to accommodate the needs of the tenants.
- 9. Other development features include indoor and outdoor recreational elements, 20' street planting yards, 5'-6.5' screening yards along adjacent properties, and interior sidewalks and new sidewalk construction along South Cherry Street. A solid waste enclosure, large enough for two dumpsters, is shown. According to city Environmental Services, 52 units typically would need 2 dumpsters that were emptied 2-3 times a week.
- 10. A rendering provided by the applicant is included with this report. The elevations indicate that building materials will include brick and cementitious stucco; the building may or may not include balconies.
- 11. The conditional zoning process allows an applicant to propose a project-specific zoning district that may diverge from the zoning ordinance's predetermined land use requirements. The deviations from the city's predetermined land use regulations are noted as follows:
 - A. Building setbacks discussed in #4 above.
 - B. Proposed built-upon area discussed in #5 above; it is acknowledged that storm control measures are offered.
 - C. Off-street parking provisions discussed in #7 above.,
 - D. The placement of mechanical equipment within the front yard setback.
 - E. No designated and screened area for recreational vehicles is provided; the applicant has included a condition to prohibit the parking of such vehicles.
- 12. The site plan was routed to NCDOT, Asheboro City Schools, and the US Postal Service. NCDOT stated the need for a driveway permit and confirmation that the building is not impeding site distance prior to construction but noted that the plan appears to be consistent with its policies.

Mr. Nuttall noted that when evaluation a rezoning application, careful consideration must be given to each goal and policy as outlined in the Land Development Plan.

Proposed Land Use Designation:	City Activity Center
Small Area Plan:	Central
Growth Strategy Map Designation:	Primary Growth

LDP Goals/Policies that Support the Request:

- Checklist Item 3:** The property on which the rezoning district is proposed fits the description of the Zoning Ordinance.
- Checklist Item 5:** Complies with Growth Strategy Map.
- Checklist Item 8:** The request is an adaptive reuse of a vacant or unused lot, or is an infill lot.
- Checklist Item 12-14:** Property is located outside of the watershed area, Special Hazard Flood Area, and area with steep slopes.

LDP Goals/Policies Which Do Not Support the Request:

- Checklist Item 6:** Existing infrastructure is adequate to support the desired zone, *(water, sewer, roads, schools, etc.) (regarding availability of adequate off-and on-street parking)*
- Checklist Item 7:** The proposed rezoning is compatible with the applicable Small Area Plan *(potential impacts to existing neighborhoods due to parking limitations)*

The City of Asheboro Planning Board considered the zoning map application, and recommended approving the placement of the Zoning Lot into the requested OA6 (CZ) zoning district. In making this recommendation, the planning board gave more weight to the validity of the Land Development Goals and Policies cited in the report as supportive of the application. Therefore, the request was deemed to be reasonable and in the public interest.. The planning staff's analysis is summarized in the following indented paragraphs.

This area of the city has been zoned for both office and higher-density residential uses for many years. The Center City Planning Area zoning provisions, adopted about 20 years ago, lend further support to higher residential densities since those rules manage land development based on built-upon area and building height limits instead of the amount of building square footage.

With higher density projects, it even is more important to ensure that land development occurs in a manner that promotes and supports community goals. Design should complement existing development and provide elements to ensure the health and safety of all residents. Architecture, stormwater management, landscaping, and vehicular, and pedestrian access, and site amenities are all important considerations.

The proposal promotes many adopted city policies; redevelopment of and investment in underutilized properties, site design that considers walkability and views from public streets, and reasonable mitigation of stormwater impacts all are objectives advanced by the project. It is also acknowledged that the applicant has made meaningful changes to the plan to address setback concerns and solid waste disposal capacity. However, staff believes that the project is more dense than the city's adopted plans or the property can support.

In light of the above analysis, staff recommends denial of the request to be in the public interest.

In the event of council approval of the application, the planning staff did offer suggested conditions to include as part of a conditional zoning ordinance. These conditions are as follows:

- (A) *The use approved shall be a development with multiple family dwellings consisting of a total of 52 dwelling units.*
- (B) *All parties involved in this request, including the owner, successors, heirs, and assigns, agree to the conditions and approved site plan.*
- (C) *Prior to the issuance of a zoning compliance permit for the proposed land use, the owner shall provide city staff with written acceptance of any zoning district conditions discussed and accepted during the public hearing.*
- (D) *Mail delivery shall be provided on the final site plan, subject to postal service and/or NCDOT requirements. Any changes on the site plan necessary to comply with requirements for mail delivery will not be considered a modification of the conditional zoning district requiring council action.*
- (E) *The sidewalk as shown on the site plan, shall be extended along the entire frontage of South Cherry Street, and shall be built to NCDOT standards. The applicant shall obtain any required encroachment authorization from NCDOT for the construction of the sidewalk.*
- (F) *No outdoor recreational vehicle parking or storage shall be permitted on the property.*
- (G) *Mechanical equipment located on street facing sides of the structure shall be screened from street view with a vegetative screening.*
- (H) *Pole mounted and/or wall mounted outdoor lighting shall comply with city ordinances and information on which lighting shall be provided to staff for review and approval prior to installation of this outdoor lighting.*
- (I) *Stormwater control measures designed by a licensed professional shall be provided. Measures shall control, at minimum, the ten-year post-development peak discharge rates to pre-development peak flow rates, for any net increase of built-upon area on the site. Prior to a certificate of occupancy, a licensed professional shall provide certification that the storm water control measures were built according to the plans. Any open water retention of drainage areas shall be managed to control mosquitos. The maintenance of all runoff control measures shall be the responsibility of the property owner.*
- (J) *Prior to the issuance of a zoning compliance permit for the proposed land use, the applicant shall submit documentation showing approval from NC Department of Transpiration and NC Department of Environmental Quality.*
- (K) *Prior to the issuance of a zoning compliance permit, the applicant shall submit a site plan reflecting any revisions necessary to comply with city codes and conditions of approval, including increasing the dumpster enclosure to a width of 24'.*
- (L) *The owner(s) of the Zoning Lot shall properly execute and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the city attorney for the purpose of placing notice of the conditions attached to the conditional zoning district in the chain of title for the Zoning Lot.*

Mayor Smith opened the floor for comments from the public. Nash Duggins, Christian Vestal, and H.R. Gallimore presented comments in support of the application. Mr. Duggins expressed his agreement with the staff proposed conditions.

Reynolds Neely and Nicole Patino presented comments in opposition to the application. When no one else asked to speak, Mayor Smith transitioned to the deliberative phase of the process.

After engaging in deliberations about the zoning map amendment application, Council Member Moffitt moved, and Council Member Burks seconded the motion to adopt the consistency statement printed below and to approve the requested zoning map amendment with the following multi-part motion.

1. This area of the city has been zoned for both office and higher-density residential uses for many years. The Center City Planning Area zoning provisions, adopted about 20 years ago, lend further support to higher residential densities.

Architecture, stormwater management, landscaping, and vehicular and pedestrian access, and site amenities are important considerations. The proposal promotes many adopted city policies. Additionally, the proposal promotes the redevelopment of and investment in underutilized properties. The site design considers walkability and reasonable mitigation of stormwater impacts. The applicant has made meaningful changes to the plan to address setback concerns and solid waste disposal capacity.

The city council concurs with the planning board's recommendation and gives more weight than the staff to the validity of the Land Development Goals and Policies cited in the staff report as supportive of the application.

Based on the above analysis, the city council has concluded that the proposed zoning map amendment is consistent with the city's comprehensive development plans, is reasonable, and is in the public interest.

2. Consequently, and subject to the above-listed conditions, the zoning map amendment application seeking to place the Zoning Lot into the requested OA6 (CZ) zoning district is hereby approved.

Council Members Bell, Burks, Moffitt, and Swiers voted aye. Council Members Heath, McCaskill, and Trogon voted no.

- (e) Quasi-Judicial Hearing (Case No. SUP-24-01): An application for a Special Use Permit for property located at 749 Pineview Road, totaling approximately 16.51 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7753668338, to authorize new land uses under a Special Intensity Allocation within the Back Creek Lake Watershed.**

Mayor Smith opened the quasi-judicial hearing on the application by H.R. Gallimore for a Special Use Permit authorizing a special intensity allocation ("SIA") within a watershed balance area for manufacturing, processing, and assembly/wholesale distribution and storage use.

Mr. Nutall was placed under oath and presented the planning staff's analysis of the request that included a properly submitted site plan for the Special Use Permit. The request pertains to approximately 16.51 acres of land at 749 Pineview Road. Randolph County Parcel Identification Number 7753668338 more specifically identifies the property.

Mr. Nuttall stated that, in addition to publishing the required notice of this hearing, legal notices were mailed to adjoining property owners.

With assistance of a slide show, Mr. Nuttall testified as to the following facts about the Special Use Permit application:

1. The request is for a Special Intensity Allocation (SIA). The proposed land use of the property is manufacturing, processing, and assembly with additional wholesale distribution and storage. The SIA is requested to expressly authorize all uses now proposed.
2. There is currently one entrance to the subject property from Pineview Road. Pineview Street east of the property is scheduled to be widened to three lanes facility (STIP U-5711)
3. The Norfolk Southern railroad is adjacent to the subject property to the east.
4. The property is located within the balance of the Back Creek/Lake Lucas Watershed area. The city code, per state watershed protection rules, regulates new built-upon area and the property was granted a SIA in 1998 that authorized what is currently built. Based on the application submitted, no new building construction or built-upon area is proposed; the site plan submitted with the application is a ALTA survey showing existing conditions from 2015.
5. Ten percent of the watershed area may be granted SIAs. Within this watershed, approximately 45 acres of special allocation area remains. Since a prior allocation previously was authorized, this request will not reduce allocatable area.
6. Approval of a SIA has no effect on watershed development regulations intended to protect water quality; all applicable watershed protection rules would be in effect. Underground fuel storage tanks are not permitted. Storage of hazardous materials, as defined by state or federal law, requires submission of a spill prevention, containment, and control plan (SPCC) prepared by a professional competent in SPCC development.
7. The property is surrounded by industrially zoned parcels, with the exception of a residential neighborhood located to the east.
8. The site plan does not indicate any open storage activity. If in the future open storage is proposed, such activity shall occur in strict compliance with the zoning ordinance, including but not limited to Section 5.04(25) and Chapter 10. Plans for such activity shall be submitted for staff review and inclusion in the file without further review by the city council.

Greg Davis and H.R. Gallimore were placed under oath and offered testimony in support of the request. This testimony was focused, in addition to addressing the four standards for issuance of a Special Use Permit, on demonstrating compliance with the specific SUP requirements for a watershed SIA stated in section 5.05(30) of the zoning ordinance.

No witness came forward in opposition to the Special Use Permit application. In the absence of any additional testimony or evidence, Mayor Smith transitioned to the deliberative phase of the process.

Upon motion by Council Member Bell, and seconded by Council Member Trogdon, the council voted unanimously to find the required standards had been met and to issue the requested Special Use Permit. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

A final decision document with the formal findings of fact, conclusions of law, and order authorizing the Special Use Permit will be entered by the council during its next

regular meeting on October 10, 2024. A copy of the slide show presentation utilized by Mr. Nuttall is on file in the city clerk's office.

8. Approval of Design-Build Contract Amendment #1 for the Wolfspeed Water Main Extension Project

Water Resources Director Michael Rhoney, PE presented amendment #1 to the design-build contract for the Wolfspeed Water Main Extension Project. The initial agreement is dated February 1, 2024.

As part of his presentation, Mr. Rhoney reported that, during the pre-construction phase of the project, Garney Construction determined that ductile iron pipe was the most cost-effective material to meet the goals of the project. The material quantities being procured reflect anticipated material needed for Section 4 of the extension, which is between Lee Layne Road and the Wolfspeed connection. All material items are based on the Water Hydraulic Modeling Report development by Garney's engineering subconsultant.

Mr. Rhoney gave a summary of the amendment to the agreement. Section 6.6.1 and 6.6.2 need to be amended to include GMP 1. GMP 1 is for early material procurement for Section 4 and has a lump sum value of \$4,011,109.79. The updated total contract value will be \$9,045,711.69.

Council Member Trogdon moved, and Council Member Bell seconded the motion to approve amendment #1 of the design-build contract for the Wolfspeed Water Main Extension Project. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

A copy of the amendment #1 is on file in the city clerk's office.

9. Engineering Items

(a) Consideration of the Lowest Responsible/Responsive Bid for the New HVAC System at the Randolph/Asheboro Public Library

City Engineer Michael Leonard, PE presented the tabulation of bids for the HVAC replacement for the Randolph/Asheboro Public Library including alternate 1 for the boiler room demolition. The bids were received at 2:00 p.m. on August 8, 2024. The bids received inclusive of an alternate bid amount are as follows:

Terry's Plumbing & Utilities, Inc.	\$931,640.00
H.M. Kern Corporation	\$782,000.00
PEG Contracting Inc.	\$759,000.00

Mr. Leonard recommended PEG Contracting, Inc. as the lowest responsible/responsive bidder for the HVAC system replacement at the library. Council Member Bell moved, and Council Member Heath seconded the motion to award the contract, inclusive of the alternate bid amount, to PEG Contracting, Inc. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

(b) Ordinance to Amend the General Fund

Finance Director Debbie Reaves presented and recommended adoption, by reference, of an ordinance to amend the general fund. Council Member Burks moved, and Council member Swiers seconded the motion, to approve/adopt the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

30 ORD 9-24

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2024-2025**

WHEREAS, The Asheboro Public Library HVAC needs to be replaced.

WHEREAS, the City of Asheboro has \$500,000 budgeted from operating funds in the 2024-2025 adopted budget for this purpose.

WHEREAS, of the three bids received for the replacement, the lowest responsive bid was \$749,000.

WHEREAS, the remaining funds needed is \$249,000 to match the lowest responsive bid.

WHEREAS, the City of Asheboro desires to reduce expenditures in the Facilities Maintenance department to fund the need in the Library budget.

WHEREAS, the City of Asheboro wishes amend the current adopted budget to account for changes in revenues and expenses as required by law.

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 expense line item be increased / decreased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase/ Decrease</u>
10-640-515.0700	Maint & Repair- McCrary Ballpark	(249,000)
10-630-515.0001	Maint. & Repair- Library Building	249,000
	Total change	(0)

Adopted this 5th day of September 2024

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

ATTEST:

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

- 10. Airport Items**
- (a) Terminal Building Design/Bid**
- (i) Work Authorization No. 3 Between the City of Asheboro and WK Dickson for the Design and Bid Administration of a New Terminal Building**
- Mr. Leonard reported that the existing terminal building at the Asheboro Regional Airport is antiquated and requires replacement to accommodate growth and development at the airport. A space allocation study was completed in 2015 to determine the desired new terminal building square footage and the desired layout and architectural style. The city plans to reduce

the terminal square footage from that derived with conceptual study to approximately 7,000 square feet. The proposed terminal building is to be located between the existing terminal building and the aviation museum.

This work authorization includes the design and bid phase services for the new terminal building. Civil drawings will be developed by WK Dickson, including modifications to the existing access drives, proposed traffic circle, parking lot, and service utilities. The building plans will be developed by C-Design as a sub-consultant to WK Dickson. The architectural services include structural, mechanical, electrical, and plumbing design.

This design and bid effort is intended to be funded locally, and grant funding will be sought for the future construction and construction phase services. The total fee of all work and expenses is in the amount of \$436,049.

Council Member Bell moved, and Council Member Heath seconded the motion to approve the Work Authorization No. 3 between the City of Asheboro and WK Dickson for the design and bid administration of a new terminal building located at Asheboro Regional Airport. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

(ii) Ordinance to Amend the General Fund

Ms. Reaves presented recommended adoption, by reference, of an ordinance to amend the general fund. Council Member Heath moved, and Council Member Burks seconded the motion to approve/adopt the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

31 ORD 9-24

**ORDINANCE TO AMEND THE GENERAL FUND
FY 2024-2025**

WHEREAS, The City of Asheboro is expecting a contract for professional services with W.K.Dickson & CO., Inc.for engineering services relating to New Terminal Building Design Bid services..

WHEREAS, W.K.Dickson & CO., Inc has submitted Work Authorization No. 3 for the design and bid administration of a new Terminal Building at Asheboro Regional Airport.

WHEREAS, the additional cost for Amendment 3 is \$436,049 and will covered by Federal Grant funding which has a 10% match requirement from the City of Asheboro.

WHEREAS, the 10% match is \$43,605.

WHEREAS, the City Council is expected to approve this contract amendment at the September 5, 2024 council meeting.

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

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

Section 1: The following revenue line item be increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
10-000-399.0000	Fund Balance Allocation	43,605

Section 4: The following amounts are appropriated as expenditures for this project:

That the following Expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
10-650-576.0000	Contribution to Airport Improvements Fund II (76)	43,605

Adopted this the 5th day of September 2024.

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

ATTEST:

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

(iii) Ordinance to Amend Airport Improvements Fund II (#76)

Ms. Reaves presented and recommended adoption, by reference, of an ordinance to amend airport improvements fund II (#76) FY 2024-2025. Council Member Trogdon moved, and Council Member Bell seconded the motion to approve/adopt the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

32 ORD 9-24

WHEREAS, The City of Asheboro wishes to enter into a contract for professional services with W.K.Dickson & CO., Inc. for engineering services relating to New Terminal Building (Design Bid).

WHEREAS, W.K.Dickson & CO., Inc has submitted Work Authorization No. 3 for the design and bid phase services for a new terminal building at the Asheboro Regional Airport.

WHEREAS, the additional cost for Work Authorization 3 is \$436,049 and is expected to be covered by Federal Grant funding which has a 10% match requirement from the City of Asheboro.

WHEREAS, the City Council is expected to approve this contract amendment at the September 5, 2024 council meeting.

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

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

Section 1: The following revenue line item be increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
76-000-301.0000-76	Federal Grant	392,444
76-000-300.0000-76	GF Contribution	43,605
		<u>436,049</u>

Section 4: The following amounts are appropriated as expenditures for this project:

That the following Expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
76-000-410.0002-76	Design & Bid Administration Terminal (WA#3)	436,049

Adopted this the 5th day of September 2024.

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

ATTEST:

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

(b) New Museum Hangar Design/Bid/Construction Administration
(i) Work Authorization #4 Between the City of Asheboro and WK Dickson for the Design/Bid and Construction Administration for a New Museum Hangar

Mr. Leonard summarized a contract for professional services (Work Authorization #4) between the City of Asheboro and WK Dickson for the design, bid, and project management of the construction of a new museum hangar at the Asheboro Regional Airport. In essence, the North Carolina Aviation Museum wishes to construct a new 130’x80’ aircraft storage hangar and has received grant funding for the project. The City of Asheboro has agreed to enter into a professional services contract with WK Dickson to implement the project. The new hangar will be located just north of the existing aviation museum hangar.

The project will include site preparation consisting of grading and the association erosion control, concrete apron in front of the new hangar, modifications to the existing museum’s asphalt auto parking lot, electrical power supply to the new hangar and auto parking lighting, and water and sanitary sewer service to the new hangar for restrooms. This project will also include plans and specifications for the new hangar building that will be performance based.

During his report, Mr. Leonard asked for the council’s approval of work authorization #4. Council Member Bell moved, and Council Member Burks seconded the motion to approve work authorization #4 between the City of Asheboro and WK Dickson. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

(ii) Ordinance to Amend the Airport Improvements Fund II (#76)

In light of the council’s approval of work authorization #4, Ms. Reaves presented and recommended adoption, by reference, of an ordinance to amend the airport improvements fund II (#76). Council Member Heath moved, and Council Member Burks seconded the motion, to approve/adopt the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

33 ORD 9-24

**ORDINANCE TO AMEND
AIRPORT IMPROVEMENTS FUND II (#76)
FY 2024-2025**

WHEREAS, The City of Asheboro wishes to enter into a contract for professional services with W.K. Dickson & CO., Inc. for engineering services relating to Museum Hangar project.

WHEREAS, W.K. Dickson & CO., Inc has submitted Work Authorization No. 4 for the design and bid phase services and project management services for the City of Asheboro on behalf of the North Carolina Aviation Museum for a new 130’x80’ aircraft storage hangar at the Asheboro Regional Airport.

WHEREAS, the additional cost for Work Authorization 4 is \$157,358 and is expected to be covered by Grant funding that will pass thru the City of Asheboro from the NC Aviation Museum.

WHEREAS, the City Council is expected to approve this contract amendment at the September 5, 2024 council meeting.

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

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

Section 1: The following revenue line item be increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
76-000-303.0000-76	NC Aviation Museum Pass-Thru Grant	157,358

Section 4: The following amounts are appropriated as expenditures for this project:

That the following Expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
76-000-410.0003-76	Design & Bid Administration Museum Hangar (WA#4)	157,358

Adopted this the 5th day of September 2024.

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

ATTEST:

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

11. Request for Authorization to Enter Into an Agreement with Walker Consultants for Preparation of a Central Business District Parking Study and Strategy

Mr. Nuttall summarized a proposal for a central business district parking study and strategy for the City of Asheboro. City staff has recommended that the city hire

Walker Consultants to perform a parking study and strategy for the City of Asheboro's Central Business District.

The City of Asheboro's Central Business District (CBD) is identified by the Asheboro Zoning Ordinance's Center City Planning Area Map and is the historic commercial core of the community. The Center City Planning Area, including the CBD, has been extensive investment and experienced significant redevelopment over the last twenty (20) years. Public on-street and off-street parking availability, an important element to maintaining the CBD's vibrancy, has grown increasingly scarce as downtown's popularity and limited public transportation options have increased the demand for such parking. The parking study and strategy is intended to be a comprehensive approach that will identify opportunities to improve public parking availability and options for all uses.

Walker Consultants proposes to perform the study for a fee \$60,000.00. Council Member Burks moved, and Council Member Bell seconded the motion, to authorize city staff to execute and enter into a contract with Walker Consultants for the preparation of a parking study and strategy for the city's central business district. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

12. Upcoming Events and Items Not on the Agenda

The city was asked to make a commitment as a lender to induce the North Carolina Housing Finance Agency to reserve the low-income housing tax credits for the development of Memorial Square to be located at 615 South Church Street. The requested loan commitment is in the amount of \$650,000, and the loan will have a term of 20 years from the date of closing.

During the regular August meeting, the council voted to authorize the city manager to execute an amended letter of commitment on behalf of the municipal corporation that was modified to reflect that the loan would bear interest at a fixed rate of 4% per annum, not 2%, with annual installment payments in the amount of \$26,000.00. As a follow-up from the city council's regular August meeting, City Attorney Jeff Sugg reported that a revised letter of commitment for permanent financing for Memorial Square has been sent to Wynnefield Forward, LLC that reflects the modification. In preparation for an anticipated loan closing in the middle of October 2024, an ordinance to amend the budget will be presented to the council for consideration during the regular October meeting.

After Mr. Sugg's report, Mayor Smith and Mr. Ogburn led a brief discussion of upcoming events within the city government and the community in general. No formal action was taken by the council during this portion of the meeting.

There being no further business, the meeting was adjourned at 11:19 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

RESOLUTION REQUESTING THE APPOINTMENT
OF A REVIEW OFFICER

WHEREAS, G.S. 47-30.2 requires the Board of County Commissioners in each County, by resolution, to appoint Review Officers responsible for reviewing each plat before it is recorded and certifying that it meets the statutory requirements for recording; and

WHEREAS, it is the desire of the Asheboro City Council to ensure an expeditious review of all maps and plats as required by G.S. 47-30.2 before they are presented to the Register of Deeds for recording; and

NOW, THEREFORE, BE IT RESOLVED, that the Asheboro City Council hereby requests the appointment of Asheboro Planning and Zoning Director Justin Luck as a Review Officer authorized to perform all duties as required of such officers as outlined by the appropriate North Carolina General Statutes.

This resolution was duly adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of November, 2024.

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

ATTEST:

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

AGREEMENT

Between

the City of Asheboro

and

Piedmont Triad Regional Council

THIS AGREEMENT entered into this ____ day of 2024 by and between the City of Asheboro, hereinafter referred to as the “City”, and the Piedmont Triad Regional Council, hereinafter referred to as the “Council.”

WITNESSETH:

WHEREAS, the City has received a CDBG-Neighborhood Revitalization grant (CDBG-NR) for the Asheboro CASPN Homes LLC rehabilitation, hereinafter referred to as the “Grant”; and

WHEREAS, the Council has actively and successfully participated in State Commerce funded community development programs for the improvement of conditions in North Carolina; and

WHEREAS, the City desires to engage the Council to render certain technical and professional services as described in Attachment A of this document in connection with the Grant.

NOW, THEREFORE, for and in consideration of the covenants and forbearances herein contained, the City and the Council agree to the following:

1. **Scope of Services.**
The Council shall do, perform and carry out in a satisfactory and proper manner, as determined by the City, the items listed in the Scope of Services, marked as Attachment A of this document, and in accordance with the objectives of the Grant, marked as Attachment B. Both attachments are incorporated herein as part of this Agreement. The Council will hold the City harmless for any errors, omissions, or action(s) taken by the agency that may result in any unresolved questioned financial expenditure or programmatic activity.
2. **Fees for Services.**
The fee for all services performed by the Council under this Agreement is equal to the costs incurred by the Council in the administration of the Grant. Payments shall be made from the Grant funds as allocated and appropriated to the City by the North Carolina Department of Commerce. Funds will generally be drawn down a monthly basis. The fees will be requisitioned as reimbursement for actual costs incurred. In the event that all Grant Administrative funds are expended prior to Grant Close-Out, the Council shall inform the City and receive authorization prior to incurring additional expenses.

The maximum amount the City shall pay the Council for performance of this agreement shall not exceed \$ 70,000 for Administration. Compensation will be based and documented in a manner acceptable by the City.

3. Termination of Agreement.
This Agreement may be terminated either by the mutual consent of the City and the Council or by either party giving thirty-days written notice to the other party. In the event of any termination, the Council shall be entitled to payment for all services rendered to the date of termination. All finished or unfinished work completed pursuant to this Agreement becomes the property of the City upon termination.
4. Civil Rights Assurances.
The Council will not discriminate against any employee or applicant for employment because of race, color, age, sex, national origin or disability. The Council and the City mutually agree to comply with the civil rights requirements.
5. Amendments to Agreement.
Any amendment to this Agreement shall be approved in advance in writing by the City and the Council, and shall be attached to this Agreement and incorporated herein.
6. General Compliance Assurances.
The City and the Council mutually agree to comply with all procedures and regulations prescribed in the Grant, as amended.
7. Conflict of Interest.
The Council covenants that it has no interest and shall not acquire any interest, direct or indirect, in any area included in the Grant Project, or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of the services to be provided under the provisions of this Agreement. The Council further covenants that in the performance of this contract, no person having such interest is or shall be employed.

Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

8. Legal Remedies.

The United States shall be deemed to be a beneficiary of these provisions both for and in its own right, and also for the purpose of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit this CDBG-NR program is being conducted, and shall have the right in the event of any breach of these provisions to maintain any actions or suits at law or in equity to cure any breach of this Agreement.

9. Access to Records.

The Council shall maintain all official program records and documents pertaining to this Agreement during the operation of this Agreement. The City, the US Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Council which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Said books, documents, papers and records shall be retained for three (3) years after the expiration of this Agreement.

10. Lobbying Clauses

Required by Section 1352, Title 31, U.S. Code

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

11. Non-discrimination.
The Council assures that, in the administration of this project, no person shall, on the grounds of race, color, age, sex, religion, national origin, or disability, be excluded from participation in, be denied the benefit or, or be subjected to discrimination under any activity of this Grant project.
12. "Section 3" Clause.
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Equal Employment Opportunity.

During the performance of this contract, the Council agrees as follows:

- A. The Council will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin or disability status. The Council will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, sex, national origin or disability status. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Council agrees to post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Council setting forth the provisions of this non-discrimination clause.
- B. The Council shall state in advertisements for employees, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin or disability status.
- C. The Council will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract of understanding, if any, a notice to be provided advising the labor union or workers' representative of the Council's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Council will comply with all provisions of Executive Order 11246 of September 24, 1965 and by the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Council will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the City and the Secretary of Labor for the purpose of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Council's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Council may be declared ineligible for further Government contracts of federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.

- G. The Council will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Council will take such action with respect to any subcontract or purchase order as the action with respect to any subcontract or purchase order as the City and the NC Department of Environmental Quality may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event that the Council becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City and the NC Department of Environmental Quality, the Council may request the United States to enter into such litigation to protect the interests of the United States.
14. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 15. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 16. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 17. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a

- standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
18. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 19. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 20. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also

disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

21. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto.

22. Execution in Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the City and the Council have executed this Agreement as of the year and day first written above.

CITY OF ASHEBORO

Attest to:

Holly H. Doerr, City Clerk
(Corporate Seal)

By: _____
David H. Smith, Mayor
City of Asheboro

PIEDMONT TRIAD REGIONAL COUNCIL

Attest to:

Katie Mitchell
Program Assistant

By: _____
Matthew L. Dolge, Executive Director
Piedmont Triad Regional Council

STATE OF NORTH CAROLINA
CITY OF ASHEBORO

I, _____, Notary Public for the said City and State, certify that, John N. Ogburn, MANAGER of the City of Asheboro, personally appeared before me and certified that the foregoing instrument was executed in the name of ASHEBORO CITY by David H. Smith, Mayor of the Asheboro City Council, and that she, Holly H. Doerr, CITY CLERK, did attest to said execution and did affix the ASHEBORO CITY Seal to said instrument.

WITNESS my hand and official seal, this the _____ day of _____, 2024.

Notary Public

My commission expires _____

STATE OF NORTH CAROLINA
CITY OF _____

I, _____, Notary Public for said City and State certify that Matthew L. Dolge personally appeared before me this day and acknowledged that he is the Executive Director of the Piedmont Triad Regional Council, and that by authority duly given, acknowledged due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2024.

Notary Public

My commission Expires _____.

Attachment A

SCOPE OF SERVICES

1. The Council will be responsible for all program functions, including but not limited to:
 - a. Council staff will not require a designated office space in the City during the start-up and construction phase of the project. Staff may require space from time to time for public hearings, bid opening, or other activities related to this grant program. Staff will make arrangements with the City Manager for any events requiring designated space.
 - b. Council will provide the City with the information and records and will establish and maintain the filing system for the project during the term of this Agreement. Once the project is completed, the City will maintain files and records pertaining to the project for five (5) years.
 - c. Any supplies purchased for the administration of the grant will be charged to the grant portion reserved for administration. The invoices submitted for reimbursement will itemize all purchases.
 - d. The Council will assist the City in establishing and maintaining a CDBG-NR Compliant financial management system for this project. City will provide forms for requisitions, disbursement documentation and approval of disbursements. The City will approve and sign all requisitions and disburse checks.
 - e. The Council will assist the City in preparing any general policy documents to be adopted by the City as they apply to the administration of this project.
 - f. The Council will perform all tasks necessary to procure professional services, as needed to carry out the Grant Program. This includes but is not limited to developing advertisements, RFPs and contract documents to meet federal and state requirements and overseeing the performance of all third-party professional contracts.
 - g. The Council will be responsible for all program functions, including but not limited to preparation of program forms, letters and contract documents, labor standards compliance, inspections, publication of all required notices, preparation of the Environmental Review Record, bid notices, bid analysis, coordination of contract award by the City, contract execution, conduct of pre-construction conferences, working on public access easement language with private landowners, work inspections, approving requisitions for partial payments based on work performed, change orders, final inspections, handling any citizen complaints, the filing of all reports and the completion of all activities to ensure compliance with Equal Opportunity, Section 504, Section 3, and any other action necessary to ensure HUD, program compliance and the completion of all activities outlined in Asheboro's CDBG-NR grant (22-C-4113NR). The Council will also prepare and submit all reports required by the Grant.

2. The Council will be present and will represent the City at all monitoring visits by the State or HUD and others and prepare all responses to monitoring letters. The Council will also provide necessary assistance during formal audits of the Grant Program.
3. The Council will complete all aspects of Grant Program closeout, including hearing notices.
4. The Council will implement and carry out all requirements of the Grant, including the Environmental Review records in connection with this project.
5. The Council will provide the City with quarterly reports on the progress of the Grant Program and will assist the City in the event a complaint is filed against the City in the course of this Grant.
6. The Council will provide representation to attend City Council meetings if necessary and requested.
7. In addition, the Council agrees to comply with all applicable State and Federal laws, rules, regulations and ordinances governing the Grant Program; to the terms, conditions, assurances, covenants, stipulations, and understandings contained in the Grant.

Attachment B.

DRAFT



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Grant Agreement

Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Program

This grant agreement for the Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Program is entered into between the North Carolina Department of Commerce (DOC), Rural Economic Development Division and **City of Asheboro**, on this 28th day of March 2024.

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to the **City of Asheboro**, (the “Recipient” and collectively with DOC, the “Parties”), Community Development Block Grant (CDBG) assistance under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient’s compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect.

The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. Definitions. Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.
 - (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.
 - (b) Recipient means **City of Asheboro**, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.
 - (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.
 - (d) “Assistance” or “Grant” means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements, and regulations, in the amount of \$950,000 except as modified.

- (e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient's approved application, as may be modified.
 - (f) The date for receiving the grant means the date of the REDD Director's signature on the Grant Agreement and Funding Approval.
2. Timely Execution. Due to the need to expedite the use and expenditure of CDBG funds, Recipient's failure to execute and return a copy of the Agreement within 60 days of the date of the Rural Economic Development Division (REDD) CDBG Director's signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.
3. Obligations of the Recipient. The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste, and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG HUD Program Requirements and any subsequent amendments, regulations, or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq*), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC's CDBG Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient's own approved CDBG application to DOC, as may be amended with DOC approval.

4. Obligations of Recipient with Respect to Certain Third-Party Relationships. Recipient is responsible to **DOC** for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations, and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient's certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient's contract with the third party must require the third party to comply with this

Agreement, all applicable laws, rules, regulations, and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG program.
6. Conflict of Interest. Recipient agrees to comply with all applicable conflict-of-interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict-of-interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.

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

Additionally, certain limited exceptions to the conflict-of-interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.
8. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 (“Recordkeeping”), 24 C.F.R. 570.490 (“Recordkeeping Requirements”), 24 C.F.R. § 570.506 (“Records to be maintained”) and 24 C.F.R. § 85.42 (“Retention and Access Requirements for Records”) as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.
9. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
10. Release of Personal, Financial and Identifying Information. To ensure and document compliance with CDBG income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to any and all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC’s request. This

obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

11. Project Savings. The Recipient is obligated to contribute 100 percent of its pledged **cash** contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**
12. Expenditure of Non-CDBG Funds. The recipient must ensure that non-CDBG funds are expended along with CDBG funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.
13. Method of Payment. The Department of Commerce uses the Office of State Controller (OSC) to make CDBG payments to units of local government.
14. Fair Housing. Recipients of CDBG funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. Recipients with 10,000 persons or more will be required to complete an Analysis to Impediments to Fair Housing Choice Study. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found on the DOC website at www.commerce.nc.gov.
15. Equal Employment and Procurement Opportunity. A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance, and complaint tracking.
16. Local Economic Benefit (Section 3 Regulation). For each year that a CDBG is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG assisted project are identified and made available to low-income residents within the CDBG assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving \$200,000 or more in non-administrative line items expended for construction contracts and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

17. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG-assisted project.
18. Environmental Review. Recipients of CDBG funds are required to complete the document entitled “Environmental Review Procedures for the CDBG Program.” Once the Environmental Review Record (ERR) is received, REDD will review for completeness. Recipients cannot conduct any program activities until REDD issues an environmental clearance.
19. Language Access Plan (LAP). Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.
20. Federal Funding Accountability and Transparency Act (FATA): The Recipient must also comply with provision of FATA, which includes requirements on executive compensation, and 2 C.F.R., Part 170 Reporting Subaward and Executive Compensation Information.
21. Procurement Standards. Where applicable, Recipient shall follow the procurement standards established in the “Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments” (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.
 - a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).
 - b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines, and procedures, including those set forth in Office of Management and 2 C.F.R. Part 200 (“Cost Principles for State and Local Governments”).

In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that,

in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to, and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

22. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG programs, including but not limited to the rules set forth in 4 N.C.A.C 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):
- a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
 - b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
 - c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
 - d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

23. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed, or altered with CDBG Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations, or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):
- a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.
 - b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.
 - c. Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.

- d. North Carolina Building Code. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.
24. Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.
25. Obligation of Recipient with Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low or moderate income person by the time close-out occurs.
26. Utility Assessments or Fees: Assessments or fees to recover the CDBG funded portion of a utility project may be charged to properties not owned and occupied by low- and moderate-income persons. Such assessments are program income and, as such, must be used for eligible CDBG activities that meet a CDBG national objective.
27. False or Misleading Information. Recipient is advised that providing false, fictitious, or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.
28. Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Valerie Fegans, CDBG Director, Department of Commerce – Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division ["REDD"] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to "contracts, disputes, protests, and/or claims arising out of or relating to the implementation of the [CDBG]." This includes actions arising out of or related to this Agreement or the Program.
29. Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for developing, implementing, and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient's dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the

North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

30. Schedules

- (a) Schedule for Release of Conditions and Completion Activities. **The Recipient must satisfy all Funding Approval Conditions to release CDBG funds within 3 months (6/28/2024) from the date the Grant Agreement and Funding Approval were signed by the REDD Director.** The recipient must draw down all CDBG funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities' implementation schedule in the application as modified by the Performance Based Contract.
- (b) **The Recipient must obligate all funds within 27 months (9/28/2026) from the date the Grant Agreement and Funding Approval are signed by REDD Director.**
- (c) **All funds are to be expended within 30 months (12/28/2026) from the date the Grant Agreement and Funding Approval are signed by REDD Director. Any remaining funds will be de-obligated.**
- (d) **All closeout documents must be returned to REDD by (3/28/2027).**
- (e) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD Director:
 - **Environmental – 4 months (7/28/2024)**
 - **Equal Employment and Procurement Plan – 4 months (7/28/2024)**
 - **Fair Housing Plan – 4 months (7/28/2024)**
 - **Section 3 Plan – 4 months (7/28/2024)**
 - **Section 504 Plan – 4 months (7/28/2024)**
 - **Language Access Plan – 4 months (7/28/2024)**
 - **Analysis of Impediments- 4 months (7/28/2024)**
 - **Request for Release of Funds – 5 months (8/28/2024)**
- (f) Timely Drawdown of Funds. Recipient is expected make timely drawdowns so that funds are expended in a timely manner.

31. Performance Measures

The CPD Performance Measurement System is HUD's response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

- (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.
- (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

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

Secretary of the Department of Commerce

Date: 3/28/2024

☒ By: Valerie Fegans
Valerie Fegans
CDBG Director
Rural Economic Development Division

Date: 6/18/24

CITY OF ASHEBORO
Name of Recipient

☒ By: [Signature]
Signature of Authorized Official

MAYOR
(Title)



Community Development Block Grant Neighborhood Revitalization Program Funding Approval

1. Name and Address of Recipient

City of Asheboro
Post Office Box 1106
Asheboro, North Carolina 27204

2. Grant Number and Funding Approval Date

Grant Number: 22-C-4113
Date of Original Funding Approval: 3/28/2024
Date of Amended Funding Approval:

3. Approved Projects

Approved Amount

C1 CASPN Homes Rehabilitation

\$950,000.00

Total Grant Award

\$950,000.00

4. Funding Approval Conditions

The following conditions must be removed in writing by the Rural Economic Development Division in order for all funds to be released for the approved project(s) listed in item (3) above:

A. Administration Contracts/Inter-local agreements Condition:

No funds may be obligated or expended in any project activity except the administration activity until the recipient has submitted either a copy of the contract awarded for administration of this grant or a statement signed by the CEO stating that the contract will be administered internally.

B. Use of Experienced CDBG Administrator:

No funds may be obligated or expended for the administration activity until the recipient has submitted a statement signed by the CEO stating that they will be using an experienced CDBG administrator or local government staff. This person should be one who has administered more than one (1) CDBG project. Please note that if issues result from the CDBG administrator, the local government will be subject to 4 NCAC 19L.

C. Environmental Condition:

No funds may be obligated or expended in any project activity except for the administration activity in the C-1 project until the recipient has complied with the Environmental Review Procedures for the N.C. CDBG Program and the CDBG regulations contained in 4 NCAC 19L.1004.

D. Performance Based Contract Condition:

No funds may be obligated or expended in any project activity except for the administration activity until the recipient has returned to REDD one copy of the properly completed Performance Based Contract signed by the CEO.

E. Citizen Participation and Compliance Condition:

No funds may be obligated or expended in any project activity except for the administration activity until REDD is provided with the following documentation of compliance with citizen participation requirements in the application process [4NCA 19L.1002(b)]: publisher's affidavit of notice for and minutes signed by the city clerk for the second required public hearings.

F. Work-Write-up Condition:

No funds may be obligated or expended in any project activity except for administration until REDD is provided a written acknowledgement signed by the CEO that the scope of work and work writeup for the 50-unit housing development to REDD prior to the rehabilitation of the units.

5. Signature of Authorized Official



Name

Valerie D. Moore Fegans

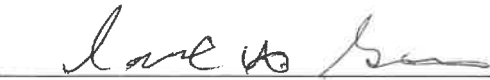
3/28/2024

Date

CDBG Director

Title

6. Signature of Authorized Local Official



Name

6/18/27

Date



Title

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION AWARDING TO MICHAEL C. FULK
HIS SERVICE SIDE ARM UPON RETIREMENT FROM THE
ASHEBORO POLICE DEPARTMENT

WHEREAS, after rendering honorable and valuable service to the City of Asheboro and its citizens throughout the course of his career with the Asheboro Police Department, which began on February 16, 2007, Asheboro Master Police Officer Michael C. Fulk will begin his retirement from employment with the city on December 1, 2024; and

WHEREAS, pursuant to and in accordance with Section 17F-20 of the North Carolina General Statutes, the Asheboro City Council wishes to recognize and honor Officer Fulk for his dedicated service to the city by awarding to him, at a minimal monetary cost, the service side arm that he carried at the time of his retirement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, effective December 1, 2024, in consideration of the combination of his dedicated service to the City of Asheboro and the payment to the city of \$1.00, Michael C. Fulk is to be awarded ownership of his city-issued service side arm (a Glock model 45 9mm with serial no. BLKC027 and three magazines) upon a determination by the police department command staff that Mr. Fulk is eligible under the applicable federal and state laws to receive, own, or possess a firearm.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on November 7, 2024.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk



Stewart · Cooper · Newell Architects

Mr. Trevor Nuttall
City of Asheboro
146 North Church Street, P.O. Box 1106
Asheboro, NC 27204-1106

October 16, 2024

Re: Design Services Proposal for a New Fire Sub Station No.3 / EOC
Partial Schematic Design Phase Services

Dear Mr. Nuttall,

Stewart-Cooper-Newell Architects, appreciates the opportunity to move forward as part of your team to propose our continued design services for this exciting project.

Project Understanding: It is our understanding that the new station will be built on the approximate 4 acre site on Zoo Parkway and this site does not require a storm pond design. We understand that the Site is properly zoned for the proposed use and that no rezoning, special exception permits, or variances will be required. Likewise, we assume that no roadway improvements will be required on the adjacent roadways.

We understand the originally approved schematic phase fire station size of 18,800 SF programmed needs to be reduced to bring the construction cost within the current budget. The City will utilize Design-Bid-Build as the construction delivery method for this project. The City expects a project budget to construct a new 12,000 SF fire station.

BASIC DESIGN SERVICES - PHASE 1

Schematic Design:

- Review with the City options to reduce the original programmed building square footage and construction costs. Develop a new written program of spaces for a new 12,000 SF fire station.
- Based on the City's approval of a written program, SCNA would work with the City to develop full Schematic Design of the station project. The Schematic Design would provide City-approved color renderings of the station site plan, floor plan(s), and exterior elevations. The opinion of probable construction cost estimate would be updated based on the final Schematic Design. SCNA would recommend a third party professional estimate before proceeding to the next design phase.
- The proposed base fee to provide the above *Phase 1 – Schematic Design for a 12,000 SF Fire Station* is ***\$112,200***, plus Reimbursable expenses.



BASIC DESIGN SERVICES - PHASE 2

Design Development (DD) - Construction Documents (CD) - Bid Negotiations (BN) - Construction Administration (CA):

- Our proposal for the new station design services would include architectural, structural, civil, landscape, mechanical, electrical, and plumbing design for the design phases itemized in this proposal.
- The estimated fee to provide the above Phase 2 – Design Development through *Construction Administration* is **\$448,800**, plus Reimbursable expenses.
- Should the City approve Written Program sizes or a Schematic Design size or scope significantly different than the estimated 12,000 SF, the fee would be adjusted and approved accordingly prior to proceeding with Phase 2 scope.

Total Basic Design Fees for both Phases:

Schematic Design through Construction Administration **\$561,000** as shown in the breakdown below.

Schematic Design Phase	\$ 112,200
Design Development Phase	\$ 112,200
Construction Document Phase	\$ 224,400
Bidding/Negotiation Phase	\$ 28,050
Construction Administration	\$ 84,150

We will use each phase listed above as a step in the process and will not proceed until we receive City approval to advance to the next phase.

Excluded Services:

- Rezoning/Variance Applications
- Geotechnical Exploration and Analysis
- 3rd Party Professional Construction Cost Estimates
- Special Inspection, Material and Compaction Testing during Construction
- Any off-site or on-site public utility extensions or modifications.
- Flood studies, wetlands delineation, wetlands remediation, location, or 401/404 permitting.
- Off-site public roadway modifications or improvements.
- Surveying and/or platting services of any kind other than those services specifically outlined herein.
- AHJ permitting and review fees.
- LEED Design, Energy Modeling, or Commissioning other than those services specifically outlined herein.



If this proposal is acceptable, please let us know and we can make it an exhibit to an Amendment to our AIA Agreement for your review and signature. Please let me know if you have any questions regarding our proposal or would like any additional information. We look forward to working with you on this important project.

Sincerely,

A handwritten signature in black ink that reads "Ken Newell". The signature is written in a cursive, slightly informal style.

Ken Newell, AIA, LEED-AP BD+C



RZ-24-19: Request to rezone property located on east side of US 220 Business south at Oakhurst Road (Randolph County Parcel Identification Numbers 7659569317 and 7659660333 from R10 Medium-Density Residential to I2 General Industrial.

Planning Board Recommendation and Staff Report

Planning Board Recommendation & Comments to City Council

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

Case # **RZ-24**
 -19

Date 10/7/2024 Planning Board

Applicant Rodney Tyler

Legal Description

The property of AIM Integrated Solutions, LLC, located on the east side of US 220 Business S., at the intersection of Oakhurst Rd., totaling approximately 1.12 acres +/- and identified by Randolph County Parcel Identification Numbers 7659569317 and 7659660333.

Requested Action Rezone from R10 Medium-Density Residential to I2 General Industrial

Existing Zone R10 Medium-Density Residential

Land Development Plan See rezoning staff report

Planning Board Recommendation

The Planning Board recommended approval of the request.

Reason for Recommendation

The Planning Board concurred with staff reasoning.

Planning Board Comments

Rezoning Staff Report

RZ Case # RZ-24-19

Date 11/7/2024 City Council

General Information

Applicant Rodney Tyler

Address 607 South Park Street

City Asheboro NC 27203

Phone 336-625-8923

Location US 220 Business South and Oakhurst Road

Requested Action Rezone from R10 Medium-Density Residential to I2 General Industrial

Existing Zone R10

Existing Land Use Undeveloped

Size 1.12 acres +/-

Pin # 7659569317 and 7659660333

Applicant's Reasons as stated on application

Surrounding land is industrial and commercial. City plan supports non-residential development.

Surrounding Land Use

North Industrial

East Industrial

South Commercial (Undeveloped)

West Commercial zoning with legal non-conforming dwelling

Zoning History N/A

Legal Description

The property of AIM Integrated Solutions, LLC, located on the east side of US 220 Business S., at the intersection of Oakhurst Rd., totaling approximately 1.12 acres +/- and identified by Randolph County Parcel Identification Numbers 7659569317 and 7659660333.

Analysis

1. The property is outside of the city limits, but within the City's extraterritorial zoning jurisdiction.
2. US 220 Business South is a major thoroughfare. This section of Oakhurst Road is identified as privately maintained, and serves industrially zoned properties.
3. The existing R10 district is described by the zoning ordinance as follows:
R10: To provide regulations which will produce a moderate intensity of residential uses, usually single family or two family in character and served by central water supply and sewage disposal systems, plus the necessary governmental and other support facilities to service such urban intensity living. The proposed I2 zoning district is described as follows:
I2: The intent of the I2 Industrial Development District is to produce areas for intensive manufacturing, warehousing, processing and assembly uses, controlled by performance standards to limit the effect of such uses on adjacent districts.
4. The property is currently undeveloped.
5. The request is for an I2 General Commercial district. No specific use or site plan can be reviewed with this request.
6. The majority of the property is located south of Oakhurst Road. However, there is a small portion of the subject property that is north of Oakhurst Road.

Rezoning Staff Report

RZ Case # RZ-24-19

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 Industrial (north of Oakhurst Rd.);Commercial (south of Oakhurst Rd.)
Small Area Plan Central
Growth Strategy Map Designation Adjacent Developed

LDP Goals/Policies Which Support Request

Checklist Item 1: Rezoning is compliant with the Proposed Land Use Map (north of Oakhurst Drive)

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

Checklist Item 5: Complies with Growth Strategy Map

Checklist Items 12-13: 12.) Property is located outside of the watershed area. 13.) Property is outside the Special Hazard Flood Area.

Rezoning Staff Report

RZ Case # **RZ-24-19**

LDP Goals/Policies Which Do Not Support Request

Checklist Item 1: Rezoning is not compliant with the Proposed Land Use Map (South of Oakhurst Drive, on majority of the property).

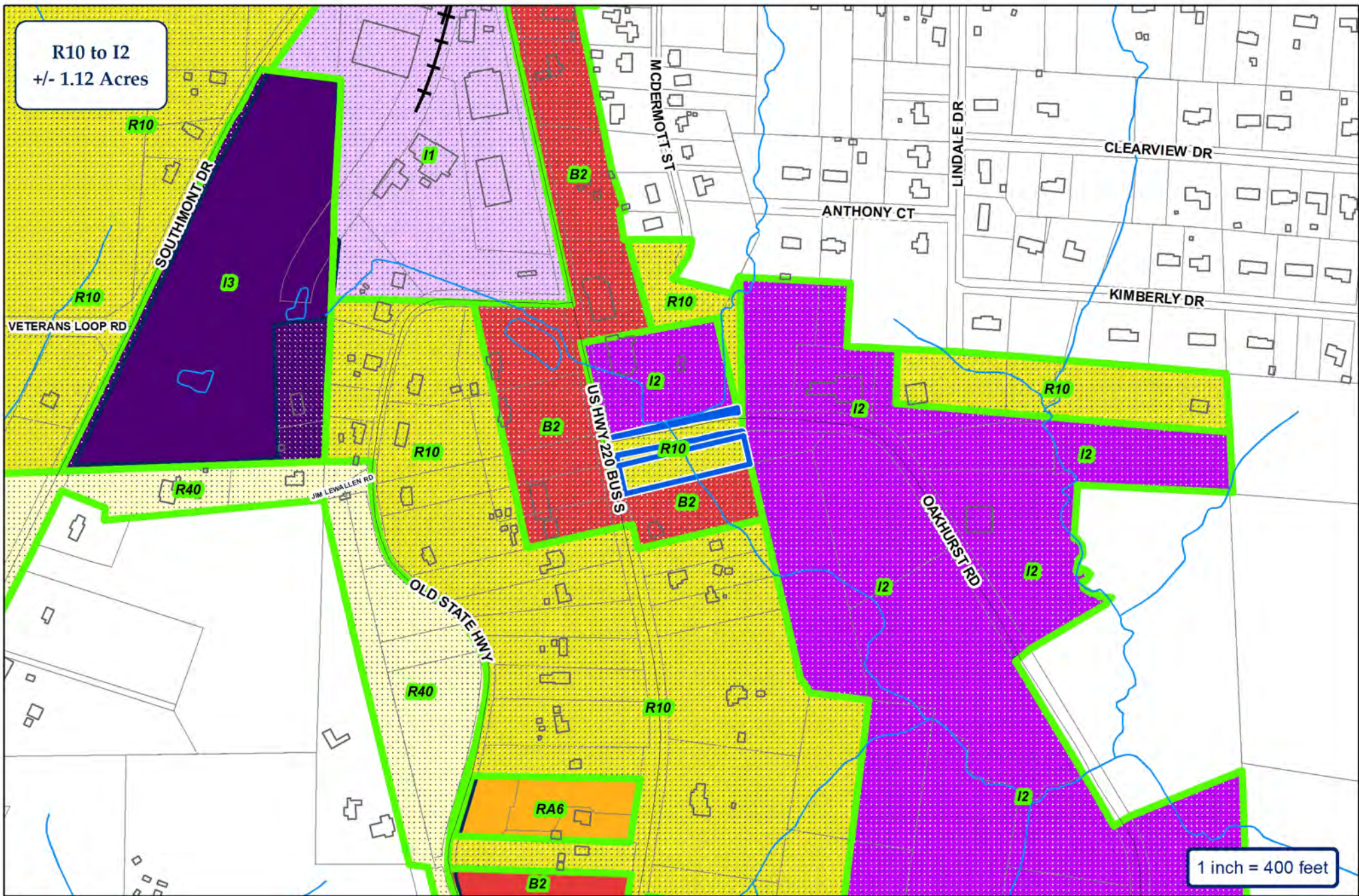
2.1.5: The City will ensure development regulations provide appropriate transitional land uses, such as office & institutional, between high-intensity industrial/commercial & low-intensity residential uses.

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

This property is situated in an area that has primarily non-residential land uses, with industrial and commercial activities. Although it is ideal to have transitional land uses between industrial and residential uses, the property is surrounded by other properties that are either non-residential, including industrial properties to the north along US 220 Business South and Oakhurst Road, or that are legal nonconforming residential uses, such as dwellings across US 220 Business South.

Staff believes, given the land use patterns in the area and the property's location on a major thoroughfare, that an industrial designation of the property is reasonable and in the public interest.

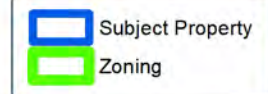
Recommendation Staff recommends approval of the request.

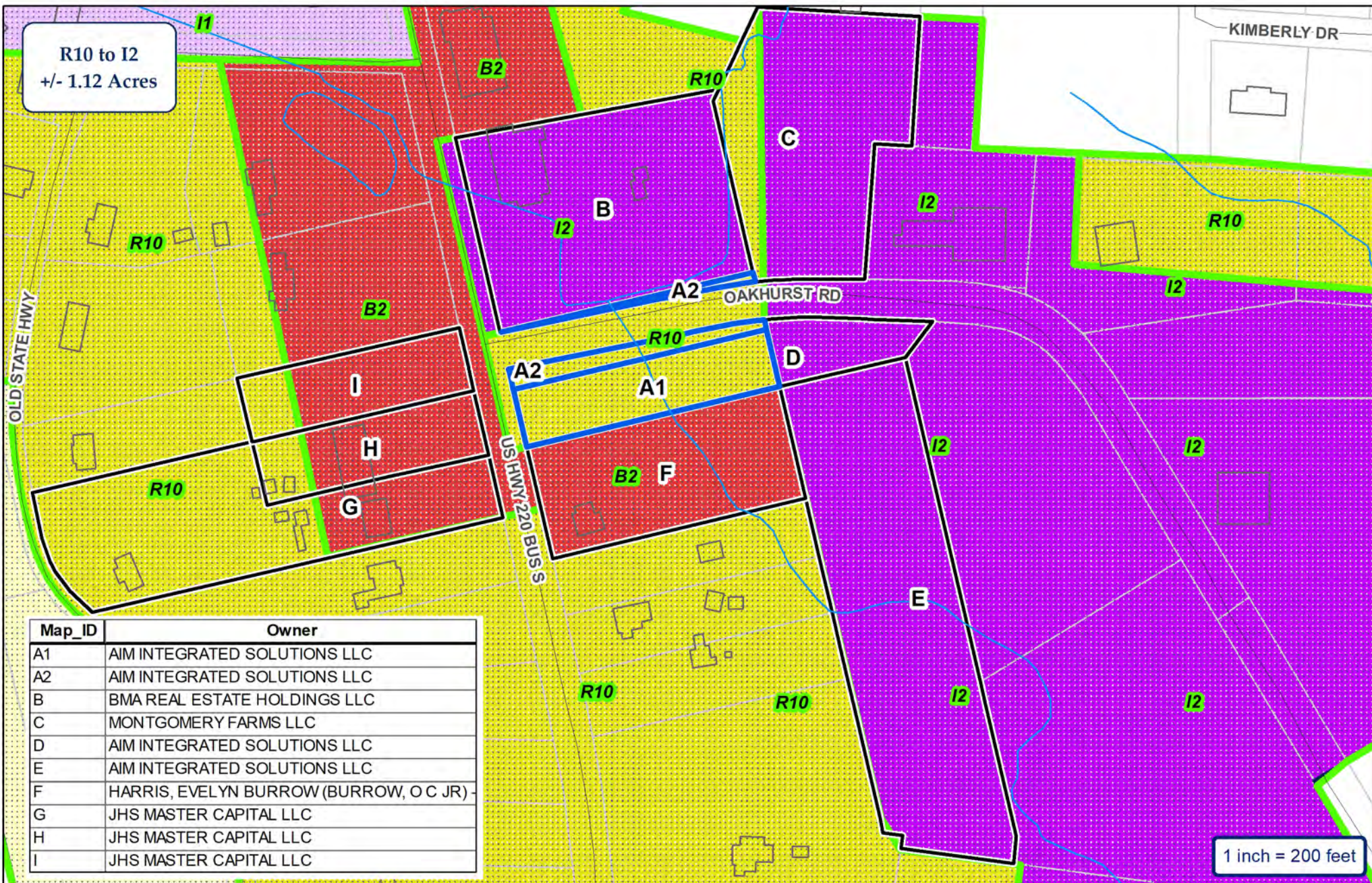


City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-19

Parcels: 7659569317 & 7659660333





City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-19

Parcels: 7659569317 & 7659660333

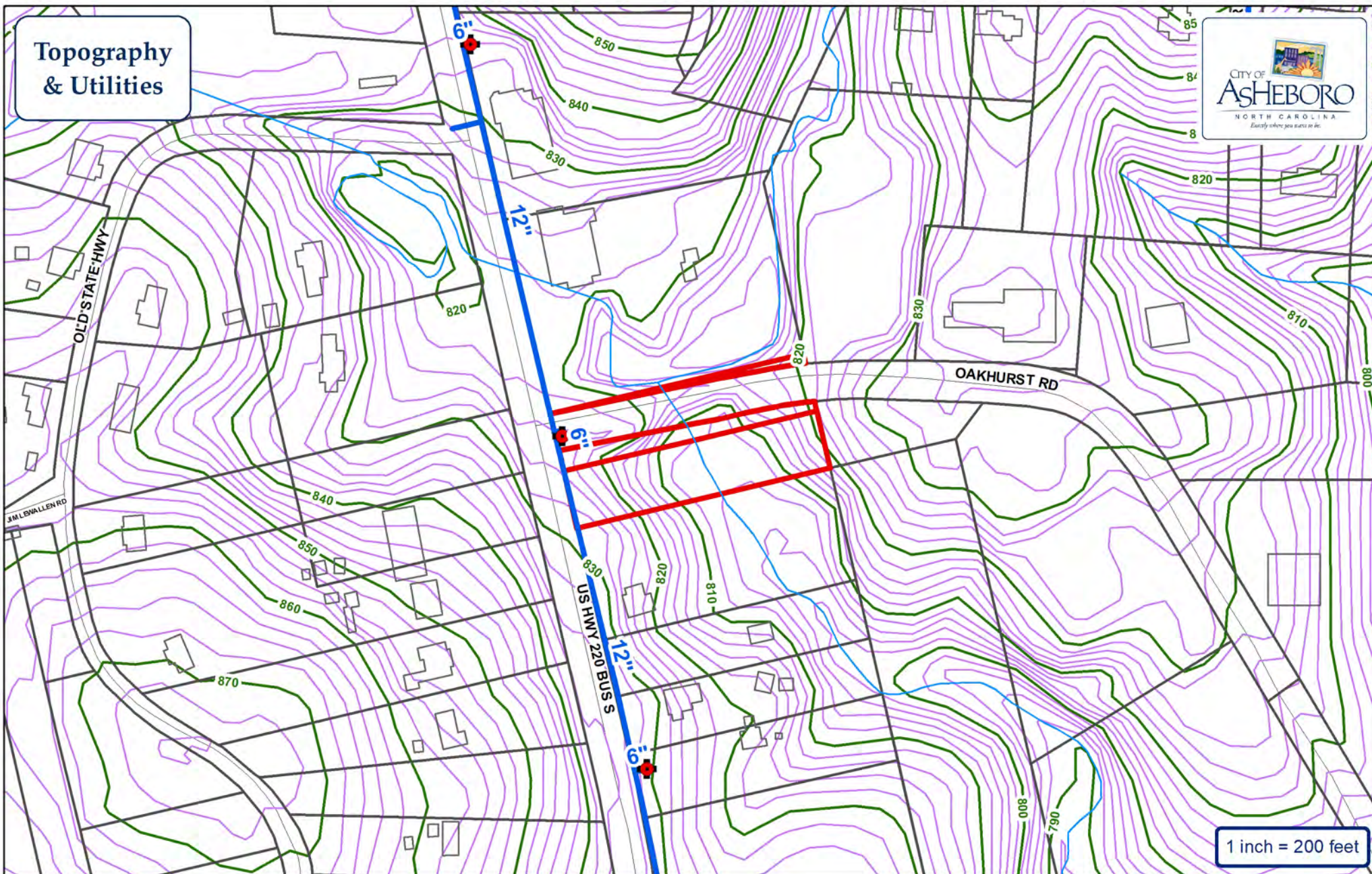
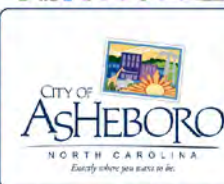


ETJ

- Subject Property
- Adjoining Properties
- City Zoning



Topography & Utilities



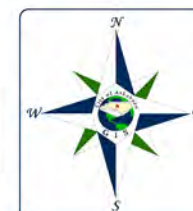
- | | | | |
|--|------------|---|--------------|
|  | Water Main |  | Fire Hydrant |
|  | Sewer Main |  | Pump Station |
|  | Force Main |  | Watershed |

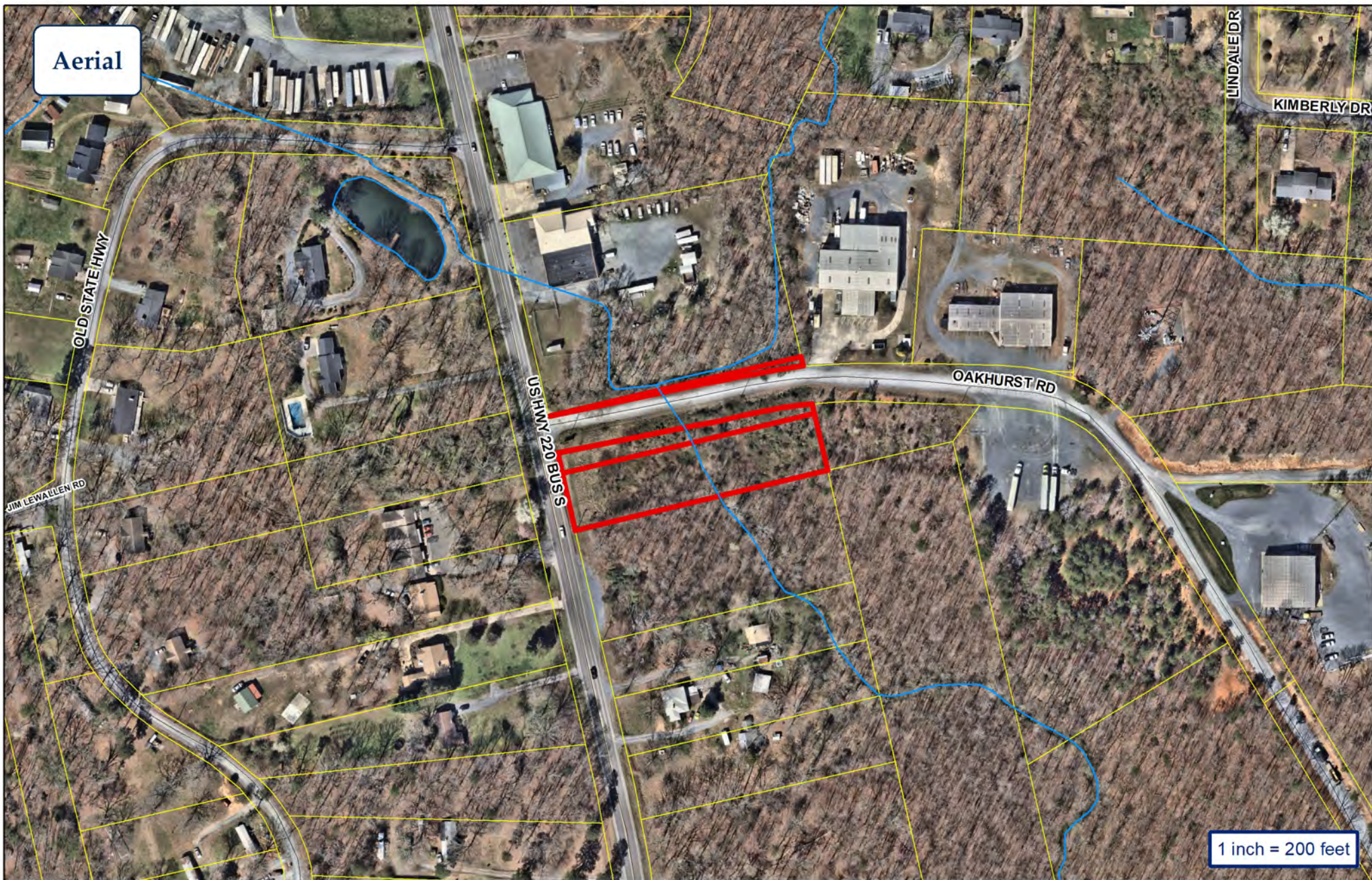
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-19

Parcels: 7659569317 & 7659660333

 Subject Property





City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-19

Parcels: 7659569317 & 7659660333

 Subject Property



APPLICANT INFORMATION

Applicant Rodney Tyler
Applicant's Phone # 336-625-8923
Applicant's Address 607 S Park
Asheboro NC 27203
Applicant Email Address rodney@aimisresults.com

PROPERTY INFORMATION FOR MAP AMENDMENTS

Property Owner's Name AIM Integrated Solutions LLC
Location of Property Intersection Oakhurst + S. Fay
Property Size (ac. or s.f.) 1.12 Acres
Randolph County Property Identification Number (PIN#) 7659569317 + 7659660333
Current Zoning District R10
Requested Zoning District I2
Date Property Title Acquired _____
Deed Book _____ Page _____
Subdivision _____ Section _____ Lot # _____
Plat Book _____ Page _____

ORDINANCE AMENDMENT INFORMATION

1. In what manner will the proposed amendment carry out the intent of the Land Development Plan?

Surrounding land is Industrial + Commercial.
City plan supports non-residential development.

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.

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?

Does not apply ☒

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

N/A

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

*Printed Name of Authorized Signatory (if
different from Applicant)*

*Position/Relationship of Authorized
Signatory to Applicant*

Owner Signature (if different than Applicant)



Owner Address Member Manager

528 Albemarle Road

Asheboro NC 27205

Telephone Number

336-625-8923

*Printed Name of Authorized Signatory (if
different from Owner)*

*Position/Relationship of Authorized
Signatory to Owner*

STAFF USE

Received by: JTL *Date:* 8-28-24 *Case Number:* 24-



RZ-24-20: Request to rezone property located at 1135 and 1147 South Cox Street (Randolph County Parcel Identification Number 7750970387) from R7.5 Medium-Density Residential and RA6 (CZ) High-Density Residential Conditional Zoning to an amended RA6 (CZ) (High-Density Residential Conditional Zoning) zoning district to add two dwelling units to an existing development with multiple family dwellings.

Planning Board Recommendation and Staff Report

Planning Board Recommendation & Comments to City Council

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

Case # RZ-24
-20

Date 10/7/2024 Planning Board

Applicant Rick Powell

Legal Description

The property of 41 Chevy Realty, LLC, located at 1135 A&B South Cox Street and 1147 A&B South Cox Street, totaling approximately 1.15 acres +/- and more specifically located at Parcel Identification Number 7750970387.

Requested Action Rezone from R7.5 Medium-Density Residential and RA6 (CZ) High Density Residential Conditional Zoning to an amended RA6 (CZ) High-Density Residential Conditional Zoning district for multiple family dwellings.

Existing Zone RA6 (CZ)/R7.5

Land Development Plan See rezoning staff report

Planning Board Recommendation

During its meeting on October 7, 2024, the Planning Board considered this request and continued the case. The Planning Board will consider the request during its November 4, 2024 meeting. An updated recommendation will be available after that time.

Reason for Recommendation

The Planning Board had concerns with the location of the proposed new structure, location of the proposed parking, and location of the proposed recreation area. The Planning Board continued the case to give the applicant the opportunity to investigate whether the site plan could be revised to address the concerns.

Planning Board Comments

Rezoning Staff Report

RZ Case # RZ-24-20

Date 11/7/2024 City Council

General Information

Applicant Rick Powell

Address 4365 Granite Rock Drive

City Denton NC 27239

Phone 336-736-0782

Location 1135 and 1147 South Cox Street

Requested Action Rezone from R7.5 Medium-Density Residential and RA6 (CZ) High Density Residential Conditional Zoning to an amended RA6 (CZ) High-Density Residential Conditional Zoning district for multiple family dwellings.

Existing Zone RA6 (CZ)/R7.5

Size 1.15 acres +/-

Existing Land Use Dwellings, Multiple Family. There are currently four (4) dwelling units on the parcel.

Pin # 7750970387

Applicant's Reasons as stated on application

For the construction of one additional duplex unit on the subject property with associated parking. To meet the current and future residential growth demands for this area.

Surrounding Land Use

North Undeveloped/Zoned OA6 Office-Apartment

East Single-family residential

South Commercial

West Office/Residential Planned Unit Development

Zoning History See (6) of Analysis.

Legal Description

The property of 41 Chevy Realty, LLC, located at 1135 A&B South Cox Street and 1147 A&B South Cox Street, totaling approximately 1.15 acres +/- and more specifically located at Parcel Identification Number 7750970387.

Analysis

See Attachment 1.

RZ-24-20: 1135 and 1147 South Cox Street: Rezone from R7.5 Medium-Density Residential and RA6 (CZ) High Density Residential Conditional Zoning to an amended RA6 (CZ) High-Density Residential Conditional Zoning district for multiple family dwellings. Updated 10-31-24

1. The property is inside the city limits.
2. South Cox Street is a state-maintained major thoroughfare.
3. The existing and proposed RA6 (CZ) district and existing R7.5 district are described by the zoning ordinance as follows:

R7.5: *Intended to provide regulations which will produce a moderate intensity of residential uses, usually single family and no more than two family in character and served by central water supply and sewage disposal systems, plus the necessary governmental and other support facilities to service such urban intensity living.*

RA6: *Intended to produce a high intensity of residential uses in close proximity to major nodes of non-residential development, characterized primarily by group housing, plus the necessary governmental and other support facilities to service that level of development. Land designated RA6 shall normally be located with access to a minor thoroughfare or higher classification street with access to local residential streets discouraged*

4. The property currently has four dwelling units in two duplex-style structures. An additional similar structure with two dwelling units is proposed. If approved, six (6) dwelling units would be on the property, equaling approximately 5.2 dwelling units per acre.
5. The property is located in Tier 3 of the Center City Planning Area. Density for multi-family development is regulated based on maximum height (35 feet) and impervious coverage (no more than 55 percent) rather than floor area ratio, which is a maximum square footage based on the area of a zoning lot.
6. Tax records indicate that the current structures were built in 1977. The property is mapped as having RA6(CZ) zoning. However, despite research to locate information regarding this conditional zoning, staff has been unable to do so. The RA6(CZ) portion of the property may be mapped in error, but that has not been determined conclusively.
7. The zoning ordinance allows an applicant to propose a conditional zoning district that deviates from the zoning ordinance's pre-prescribed requirements. As of October 29, one noted deviation includes a reduction of the 25' front setback in the area in front of the right-of-way along Lindsey Avenue, and 20' in other locations along the rear property lines on the opposite side of the property from South Cox Street. The site plan indicates a building setback of 15'7" in these locations. In this area, the applicant states that existing vegetation and fencing will provide buffering between the subject property and the adjoining properties as shown on the site plan with "proposed tree line".
8. The site plan shows a sidewalk along South Cox Street.
9. On October 24, staff received an updated site plan. The building, parking, and recreation areas are in the same location that was reviewed by the Planning Board during its meeting on October 7. The site plan also labels a concrete pad on each of the dwellings, and clarifies that existing vegetation is intended to remain, but if existing vegetation is removed, a Type C screen will be replanted in areas along Lindsay Avenue. A Type C screen generally consists of evergreen trees at least 6' in height at the time of planting no further than 20' apart; and a row of evergreen shrubs planted no more than 5 feet apart to form an opaque hedge at least 6 feet in height or a minimum 6' minimum solid wooden fence, solid vinyl fence, or masonry wall. Staff has added a condition related to this landscaping.

Rezoning Staff Report

RZ Case # RZ-24-20

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 City Activity Center

Small Area Plan Central

Growth Strategy Map Designation Primary Growth

LDP Goals/Policies Which Support Request

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

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

Checklist Item 5: Complies with Growth Strategy Map

Checklist Items 12-13: 12.) Property is located outside of the watershed area. 13.) Property is outside the Special Hazard Flood Area.

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

Rezoning Staff Report

RZ Case # **RZ-24-20**

LDP Goals/Policies Which Do Not Support Request

Checklist Item 14: Property is located on slopes of greater than 20%.

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

The property's location is along South Cox Street, that has long been considered a transitional location between heavier commercial uses to the west and south along South Fayetteville Street and East Dixie Drive and residential uses to the east. The property is part of the City Activity Center, which the Land Development Plan states is intended to provide "pedestrian-friendly, community focal points containing a mixture of commercial, office and institutional, entertainment, open space, and residential uses & housing types, with ample sidewalks, street trees, on-street parking, public amenities & open space uses."

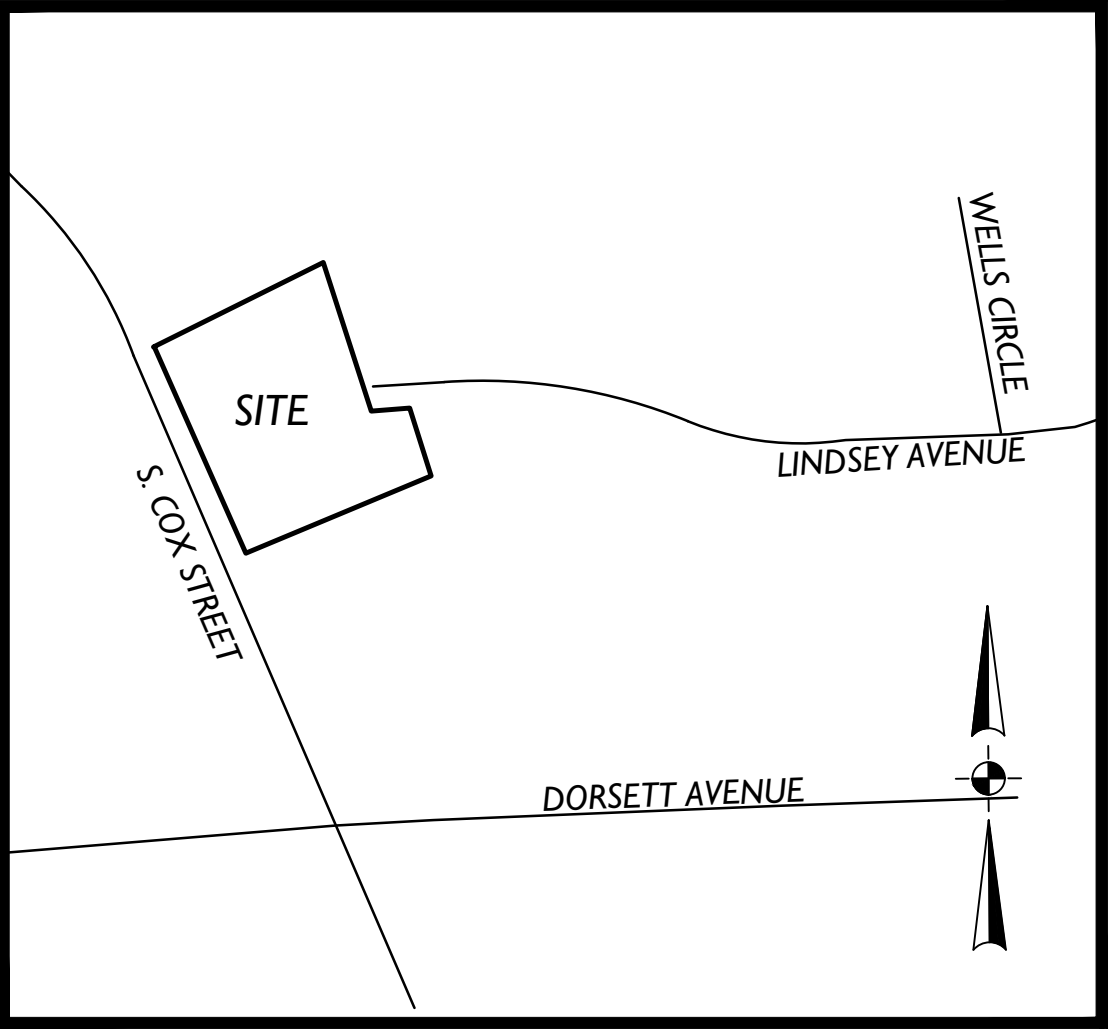
Staff believes that the proposed land use and request to add two additional dwellings is generally consistent with the Land Development Plan by including many of the above elements such as the addition of a sidewalk, ample landscaping and tree preservation, and recreation space. Additionally, the proposal provides additional housing opportunities in close proximity to a number of service and employment options.

Recommendation Considering the aforementioned analysis, staff believes that the proposed zoning map amendment is reasonable and in the public interest.

Rezoning Staff Report

Suggested Conditions for Conditional Zoning applications (subject to change prior to final report)

- (A) The use approved shall be Multiple Family Dwellings consisting of a total of 6 dwelling units.
- (B) All parties involved in this request, including the owner, successors, heirs, and assigns, agree to the conditions and approved site plan.
- (C) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the owner shall provide city staff with written acceptance of any zoning district conditions discussed and accepted during the public hearing.
- (D) Mail delivery shall be provided on the final site plan, subject to postal service and/or NCDOT requirements. Any changes on the site plan necessary to comply with requirements for mail delivery will not be considered a modification of the Conditional Zoning district requiring Council action.
- (E) Outdoor recreational vehicle parking or storage shall be prohibited on the property.
- (F) It shall be the property owner's responsibility to obtain any and all permits and approvals required for the proposed land use.
- (G) If plans for solid waste disposal are deemed to be inadequate, the property owner shall be responsible for ensuring that additional facilities or measures are installed. Any such facilities shall be consistent with city policies and codes.
- (H) The sidewalk parallel to South Cox Street, extending the length of the subject property, may be located within the public right-of-way or on private property, if topography or NCDOT not granting an encroachment agreement precludes location entirely within the public right-of-way of South Cox Street.
- (I) The applicant shall submit a revised site plan that details the following information to city staff prior to permitting:
 - (i) Clarification of locations of areas that will retain existing vegetation
 - (ii) Information on outdoor lighting if any lighting is added.
 - (iii) Information on building height and materials in compliance with Section 4.07(E)(2)(v) and Section 6.11(F)
- (J) Existing vegetation shall be preserved consistent with the approved site plan, except as required for utility maintenance or extension to each dwelling. If vegetation is removed along the front yard facing Lindsey Avenue, or adjacent to Randolph County Parcel Identification Numbers 7750971593 or 7750972295, landscaping consistent with a Type C screen shall be installed in those areas, with the exception of the area contained within the City of Asheboro 20' Sanitary Sewer Easement identified on the site plan.
- (K) Prior to the issuance of a zoning compliance permit, the applicant shall submit a site plan reflecting any revisions necessary to comply with city codes and conditions of approval.
- (L) Prior to the issuance of a zoning compliance permit, the applicant shall obtain driveway and other permitting as required by NCDOT.
- (M) The owner(s) of the Zoning Lot shall properly execute and deliver to the Zoning Administrator for recordation in the Office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the city attorney for the purpose of placing notice of the conditions attached to the conditional zoning district in the chain of title for the Zoning Lot.



SITE NOTES:

- PROPERTY INFORMATION
- OWNERS: 41 CHEVY REALTY, LLC
PIN NUMBER: 7750970387
EXISTING ZONING: RAE (CZ) & R7.5 (CZ)
EXISTING LAND USE: DUPLEXES
EXISTING LAND AREA: 1.12 ACRES
SITE ADDRESS: 1135 S. COX STREET ASHEBORO, NC
OWNER ADDRESS: 4365 GRANITE ROCK DRIVE DENTON, NC 27239
THE PROJECT IS LOCATED WITHIN THE CITY OF ASHEBORO
- PARCEL BOUNDARIES, TOPOGRAPHIC DATA, EASEMENTS, EXISTING WATER METER AND
SANITARY SEWER ARE SHOWN PER CITY OF ASHEBORO GIS.
2. PROPOSED USE: DUPLEX
- PARKING REQUIRED: 2 SPACES PER DWELLING
REQUIRED: 4
PROVIDED: 5
3. SETBACKS:
FRONT= 25 FT
SIDE= 10 FT
REAR= 20 FT
4. DISTURBED AREA: 7,853.53 SF (0.18) ACRES
5. AGRES)
6. HANDICAP SPACES SHALL BE INSTALLED PER ADA REQUIREMENTS.
7. MAXIMUM SEPARATION BETWEEN SANITARY SEWER CLEANOUTS SHALL BE 50'.
8. OBTAIN ALL APPLICABLE PERMIT APPROVALS PRIOR TO ANY CONSTRUCTION.
9. CONFIRM UTILITY TIE INS WITH ARCHITECTURAL DESIGN PRIOR TO CONSTRUCTION.
10. WATER AND SEWER UTILITY TIE IN LOCATIONS ARE SHOWN ON THIS PLAN FOR
REFERENCE ONLY.
11. MAX. BUILDING HEIGHT = 35'

IMPERVIOUS AREA NOTES:

OVERALL AREA: 1.15 ACRES

EXISTING IMPERVIOUS AREA: 7733.91 Sq. Ft. = 0.177 ACRES = 15.39%

FINAL IMPERVIOUS: 12570.61 SQ. Ft. = 0.288 ACRES = 25.04%

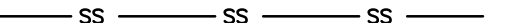
NOTE:

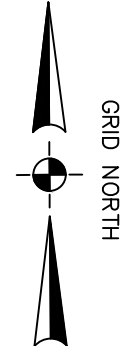
THERE WILL BE NO ON SITE RV PARKING.

RECREATION AREA NOTE:

OVER ALL SITE AREA = 1.12 ACRES = 48,787.2 Sq. Ft.
2.5% REQUIRED RECREATION AREA = 1,219.68 Sq. Ft.
PROVEDED: 1,219.68 Sq. Ft,

DRAWING LEGEND

	PROPERTY LINE
	ADJOINING PROPERTY LINE
	EXISTING TREELINE
	PROPOSED TREELINE
	SETBACK LINES
	EXISTING SANITARY SEWER MANHOLE
	EXISTING SANITARY SEWER LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED SANITARY SEWER MANHOLE

PRELIMINARY CIVIL SITE
DEVELOPMENT PLANS

SITE AND UTILITY

RANDOLPH COUNTY - ASHEBORO - NORTH CAROLINA



Summey Engineering Associates, PLLC
Engineering - Land Planning - Consulting

PO Box 968
 Asheville, NC 27204
 Phone: 336-328-0902 Fax: 336-328-0922
 Email: info@summeyengineering.com
 NC Professional Engineering Firm License No. P-0336



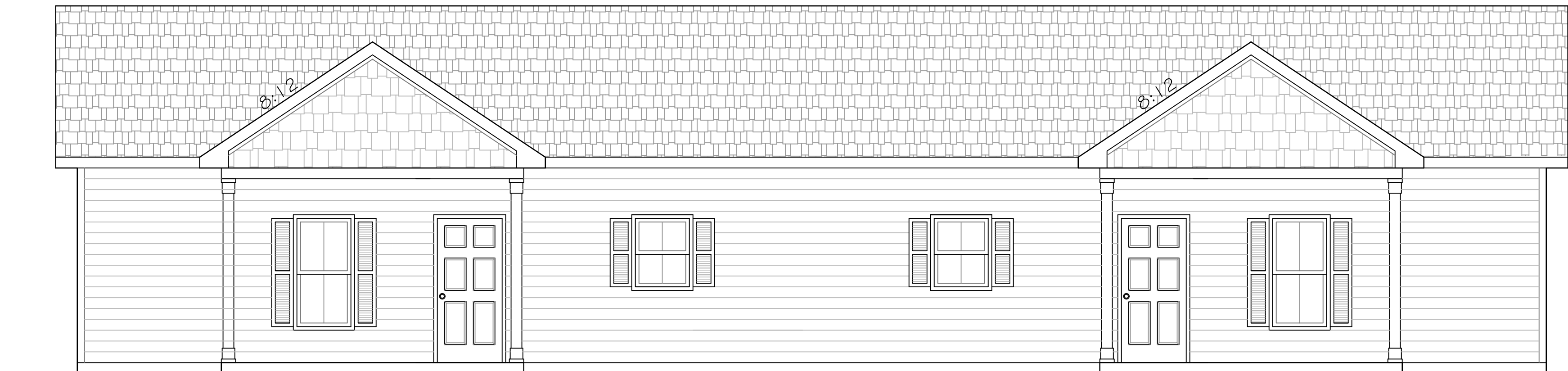
LEFT ELEVATION

Scale 3/16" = 1'-0"



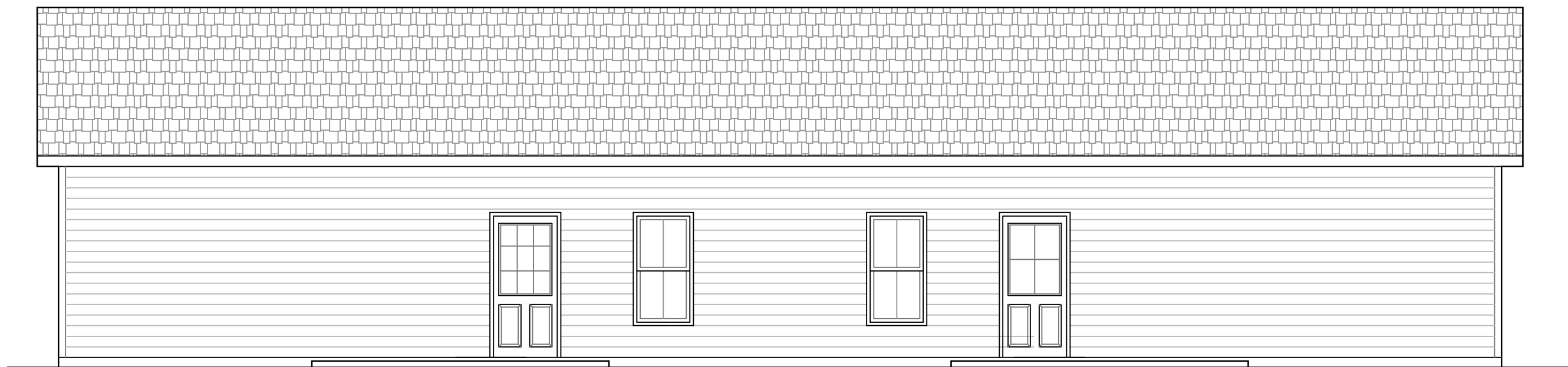
RIGHT ELEVATION

Scale 3/16" = 1'-0"



FRONT ELEVATION

Scale 1/4" = 1'-0"



REAR ELEVATION

Scale 3/16" = 1'-0"

Note:
Plans could change/alter due
to code or site conditions

POWELL DUPLEX

Scale: As Shown

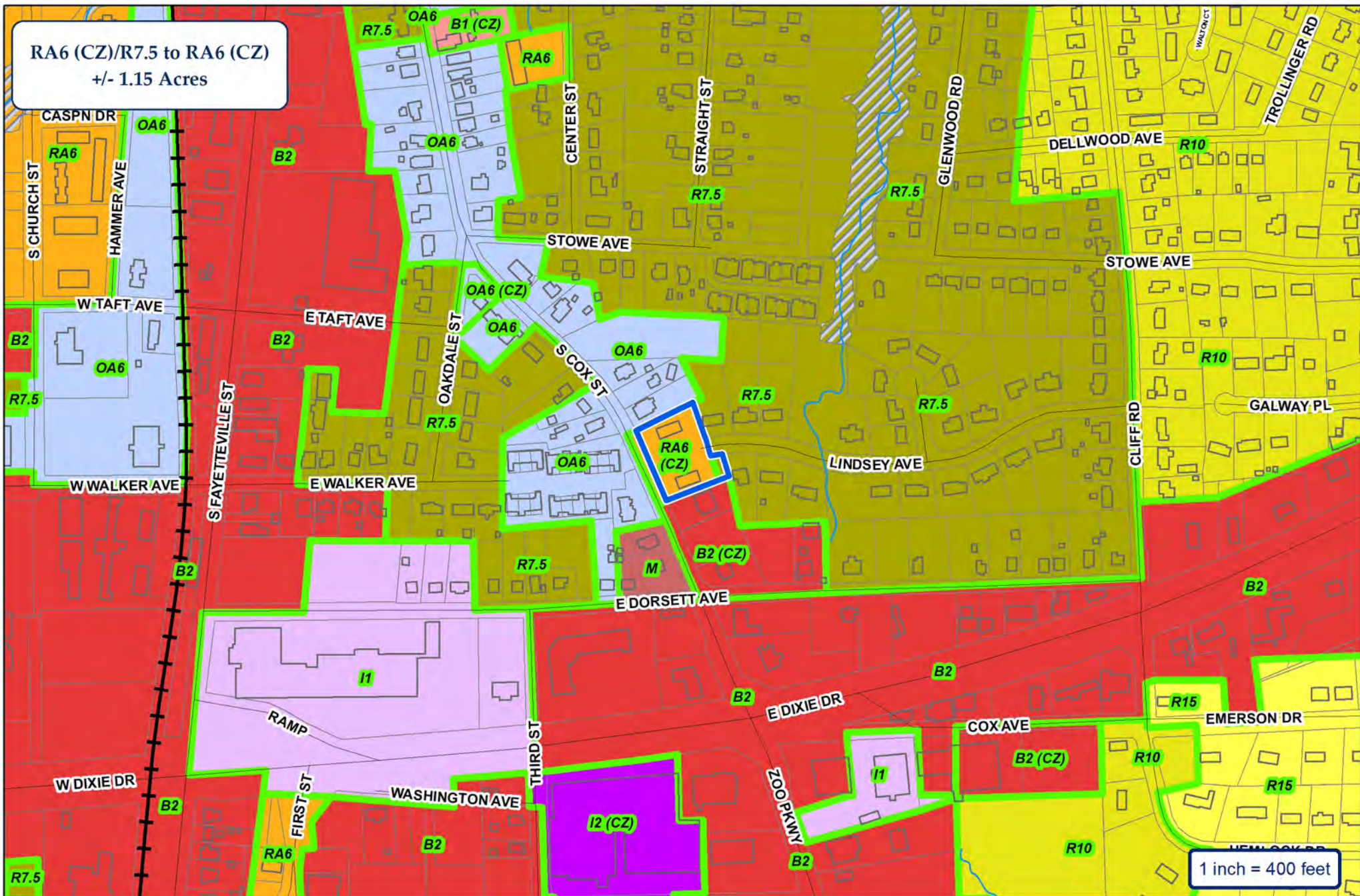
Job #: 24-056

Date: 10-4-24

Elevations

Sheet 1 of 3

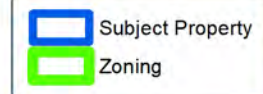
RA6 (CZ)/R7.5 to RA6 (CZ)
+/- 1.15 Acres



City of Asheboro Planning & Zoning Department

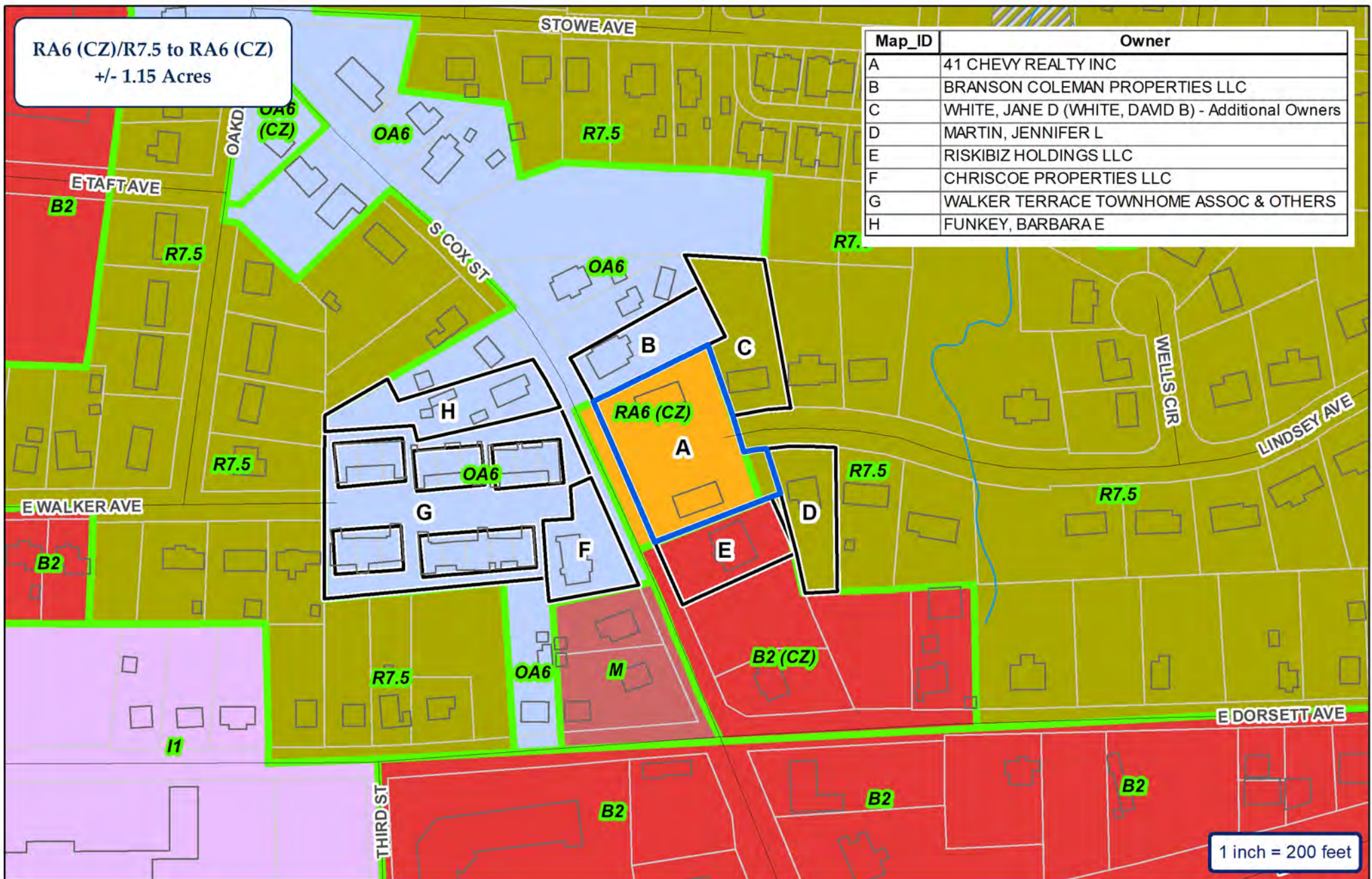
Rezoning Case: RZ-24-20

Parcels: 7750970387



RA6 (CZ)/R7.5 to RA6 (CZ)
+/- 1.15 Acres

Map_ID	Owner
A	41 CHEVY REALTY INC
B	BRANSON COLEMAN PROPERTIES LLC
C	WHITE, JANE D (WHITE, DAVID B) - Additional Owners
D	MARTIN, JENNIFER L
E	RISKIBIZ HOLDINGS LLC
F	CHRISCOE PROPERTIES LLC
G	WALKER TERRACE TOWNHOME ASSOC & OTHERS
H	FUNKEY, BARBARA E



ETJ

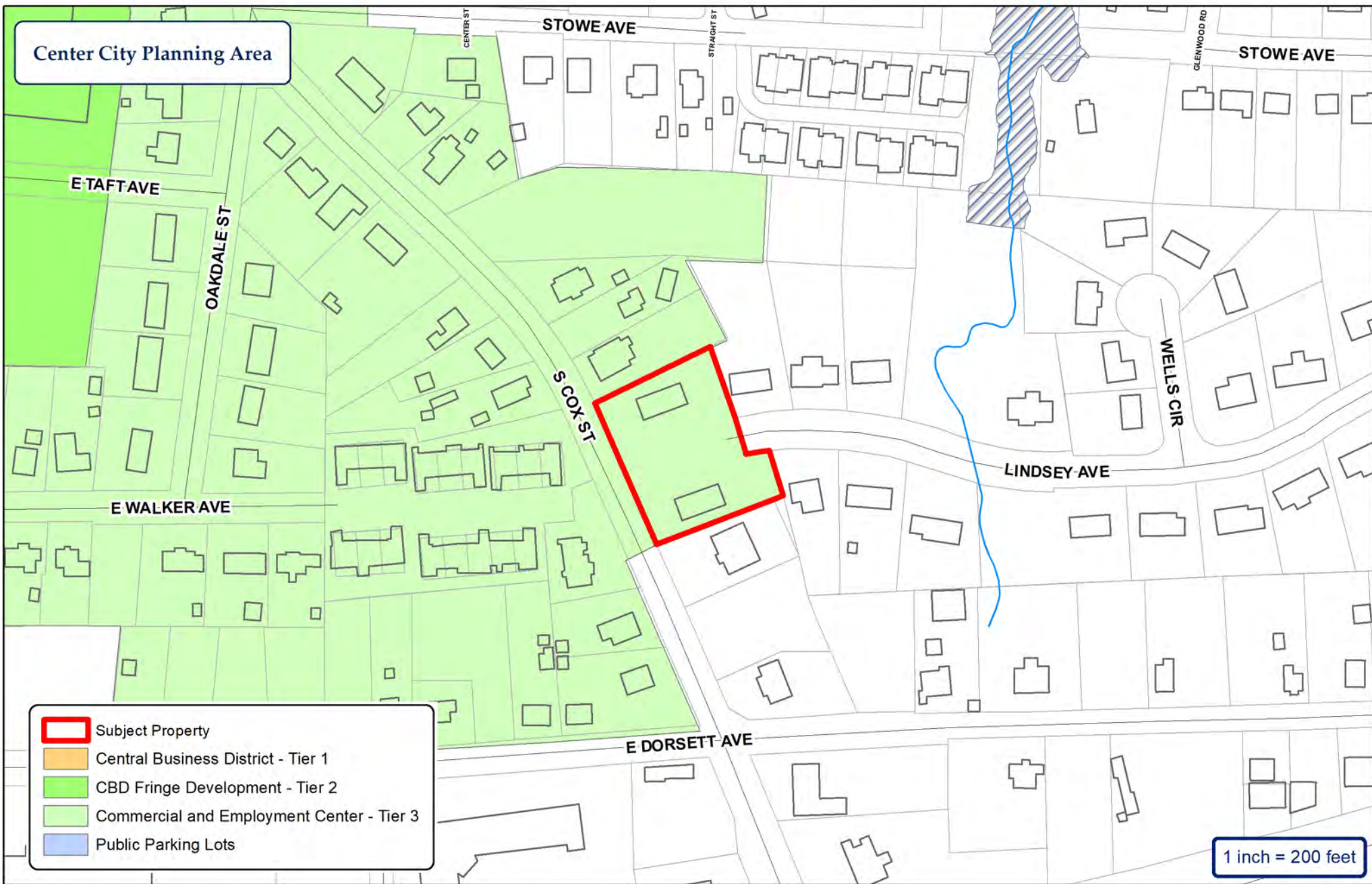
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-20

Parcels: 7750970387

- Subject Property
- Adjoining Properties
- City Zoning





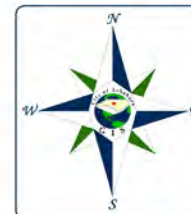
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-23-20

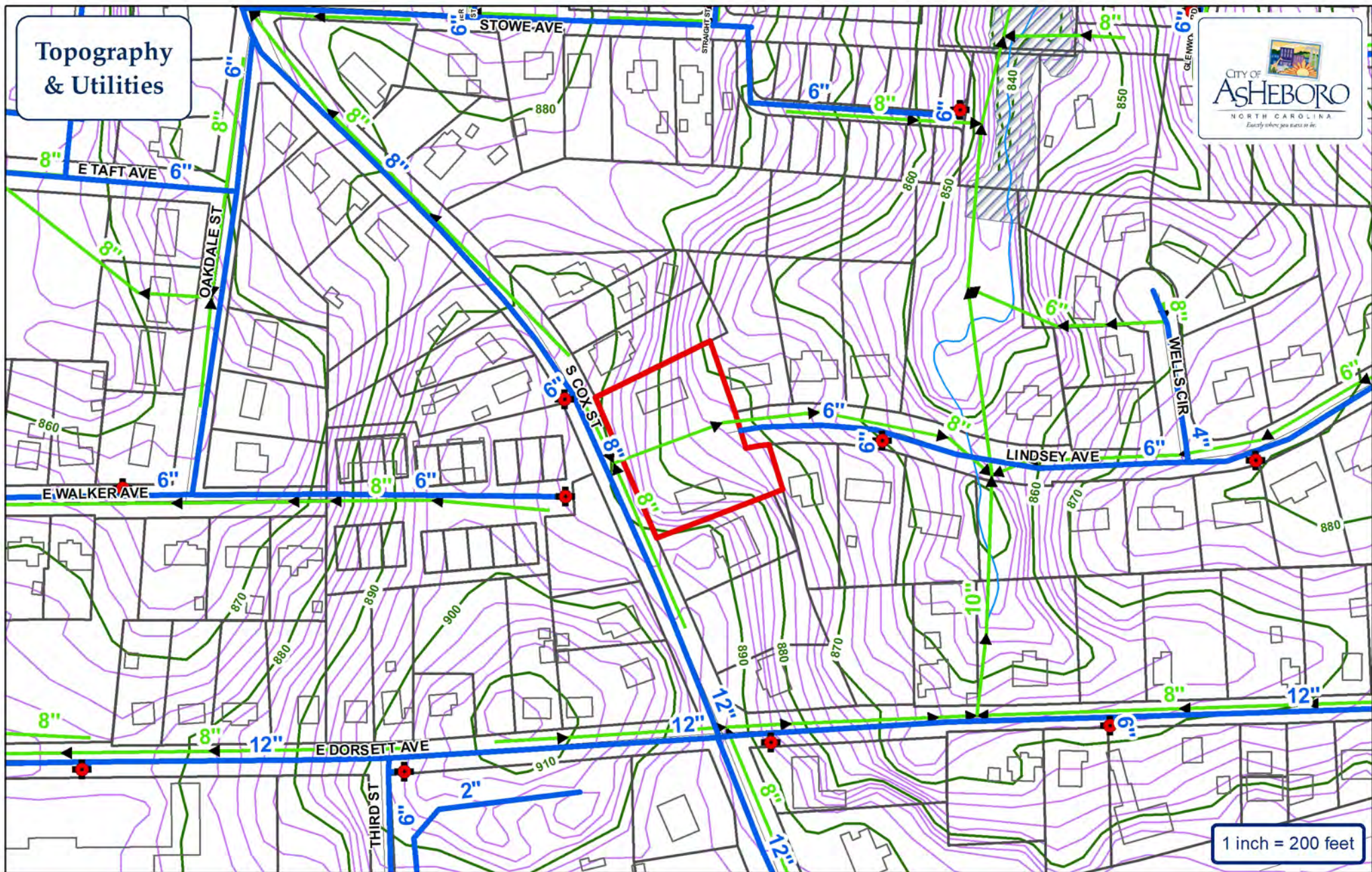
Parcels: 7750970387



ETJ



Topography & Utilities



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

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-20

Parcels: 7750970387

 Subject Property





City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-20

Parcels: 7750970387



 Subject Property



limitation, the North Carolina Department of Transportation and the North Carolina Department of Environmental Quality.

APPLICANT INFORMATION

Applicant Rick Powell Applicant's Phone # 336 736-0782

Applicant's Address 4365 Granite Rock Dr Denton, NC 27239

Applicant email address rickp@pemmcomfg.com

PROPERTY INFORMATION

Property Owner's Name 41 Chevy Reality Inc

Location of Property 1135 A S Cox St Asheboro Nc 27203 Property Size (ac. or s.f.) 1.15 Acres

Randolph County Property Identification Number (PIN#) 7750970387

Current Zoning District RA6 (CZ) Requested Zoning District RA6 (CZ)

Date Property Title Acquired 07/09/2020 Deed Book 002709 Page 01445

Subdivision _____ Section _____ Lot # _____

Plat Book _____ Page _____

CONDITIONAL ZONING DISTRICT INFORMATION (Attach additional sheets if necessary)

1. Application is hereby made to the City of Asheboro for a Conditional Zoning District for the following purpose:

for the construction of one additional duplex unit on the subject property with

associated parking.

2. In what manner will the proposed amendment carry out the intent of the Land Development Plan?

to meet the current and future residential growth demands for this area

For questions (3) and (4), if either of these questions apply, please state a reason. If you believe these do not apply, please check "does not apply".

3. 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.

Does not apply ☒

4. 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?

Does not apply ☒

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

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 a Conditional Zoning District rests with the applicant.

No application for a Conditional Zoning District will be advertised for public hearing until the Planning and Zoning Department has received all required materials. If all required materials are not received prior to the specified deadlines, hearings for the case may be delayed.

Per Section 4.05 of the zoning ordinance, it is intended that property will be reclassified to a Conditional Zoning District only in the event of firm plans to develop the property. Accordingly, subject to any specific durational limits imposed by the ordinance applying conditional zoning to the Zoning Lot, if no action has been taken to obtain a Zoning Compliance Permit in conformance with the conditional zoning ordinance within 36 months of the City Council's approval of conditional zoning for the Zoning Lot, the Community Development Director or his or her designee shall initiate appropriate action to rezone the Zoning Lot to a general zoning classification that is consistent with the adopted comprehensive plan.

Applicant Signature

Printed Name of Authorized Signatory (if different from Applicant)

Position/Relationship of Authorized Signatory to Applicant

Owner Signature (if different than Applicant)

Rich Powell

Owner Address

4365 Granite Rock Dr

Denton, NC 27239

Telephone Number

336-736-0782

Printed Name of Authorized Signatory (if different from Owner)

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: John Evans *Date:* 9-5-24 *Case Number:* RZ-24-20



RZ-24-21: Request to rezone property located on the west side of WOW Road (Randolph County Parcel Identification Number 7764703184), approximately 200 feet north of Old Castle Drive, from R15 (CZ) Low-Density Single-Family Residential Conditional Zoning to R15 Low-Density Single-Family Residential.

Planning Board Recommendation & Comments to City Council

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

Case # **RZ-24**
 -21

Date 10/7/2024 Planning Board

Applicant Christian Vestal

Legal Description

The property of Jose Juan Ruiz, located on the west side of WOW Road, approximately 200 feet north located on the west side of WOW Road, approximately 200 feet north of Old Castle Drive (approximately 0.73 acres +/- and identified by Randolph County Parcel Identification Number (PIN) 7764703184).

Requested Action Rezone from R15 (CZ) Low-Density Single-Family Residential Zoning to R15 Low-Density Single-Family Residential Zoning.

Existing Zone R15 (CZ)

Land Development Plan See rezoning staff report

Planning Board Recommendation

The Planning Board recommended approval of the request.

Reason for Recommendation

The Planning Board concurred with staff reasoning.

Planning Board Comments

Rezoning Staff Report

RZ Case # RZ-24-21

Date 11/7/2024 City Council

General Information

Applicant Christian Vestal

Address PO Box 968

City Asheboro NC 27204

Phone 336-328-0902

Location WOW Road

Requested Action Rezone from R15 (CZ) Low-Density Single-Family Residential Zoning to R15 Low-Density Single-Family Residential Zoning.

Existing Zone R15 (CZ)

Existing Land Use Undeveloped

Size 0.73 acres +/-

Pin # 7764703184

Applicant's Reasons as stated on application

Residential growth consistent with neighboring properties. The land as zoned will not be able to be developed. The proposed rezoning will support the designated land use.

Surrounding Land Use

North Non-Commercial Place of assembly/residential **East** Undeveloped

South City lift station/Single-family residential **West** Non-Commercial Place of assembly/residential

Zoning History The initial R15 (CZ) city zoning was applied to the property in 1999, at the time the Heathwood Acres subdivision was approved (Case No.CUP-00-19).

Legal Description

The property of Jose Juan Ruiz, located on the west side of WOW Road, approximately 200 feet north located on the west side of WOW Road, approximately 200 feet north of Old Castle Drive (approximately 0.73 acres +/- and identified by Randolph County Parcel Identification Number (PIN) 7764703184).

Analysis

1. The property is inside the city limits, annexed in 1999 with the adjoining Heathwood Acres subdivision.
2. WOW Road (SR 2128) is a state-maintained collector road.
3. The current Conditional Zoning district is due to the property being included with the adjoining Heathwood Acres subdivision, located south of the subject property. At that time, the subdivision plat indicated the intention of recombining the property with the adjoining property to the north. However, that was not completed. The property also has not been platted as a lot, and one of the conditions the current conditional zoning states that, "no lot shall be created which requires a driveway connection to WOW Road." This precludes platting the subject property as a lot and developing it for a single-family dwelling.
4. One factor that is reviewed for platting is access to utilities (either city water and city sewer or private well and septic systems). Water and sewer are not located directly in front of the property, but are south of the property along Old Castle Drive.
5. The request is for a general R15 Low-Density Single-Family designation. If approved, one single-family dwelling would be allowed on the property subject to zoning and other code requirements.
6. The R15 district is described by the zoning ordinance as "intended to provide regulations which will produce a low intensity of single family residential use with the necessary governmental and other support facilities to service such suburban intensity living."
7. The Land Development Plan states that the general intent of the suburban residential land use designation is "to accommodate existing & limit new medium-low density residential uses to designated areas."

Rezoning Staff Report

RZ Case # RZ-24-21

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 Suburban Residential

Small Area Plan Northeast

Growth Strategy Map Designation Primary Growth

LDP Goals/Policies Which Support Request

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

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

Checklist Item 5: Complies with Growth Strategy Map

Checklist Items 12-13: 12.) Property is located outside of the watershed area. 13.) Property is outside the Special Hazard Flood Area.

Rezoning Staff Report

RZ Case # RZ-24-21

LDP Goals/Policies Which Do Not Support Request

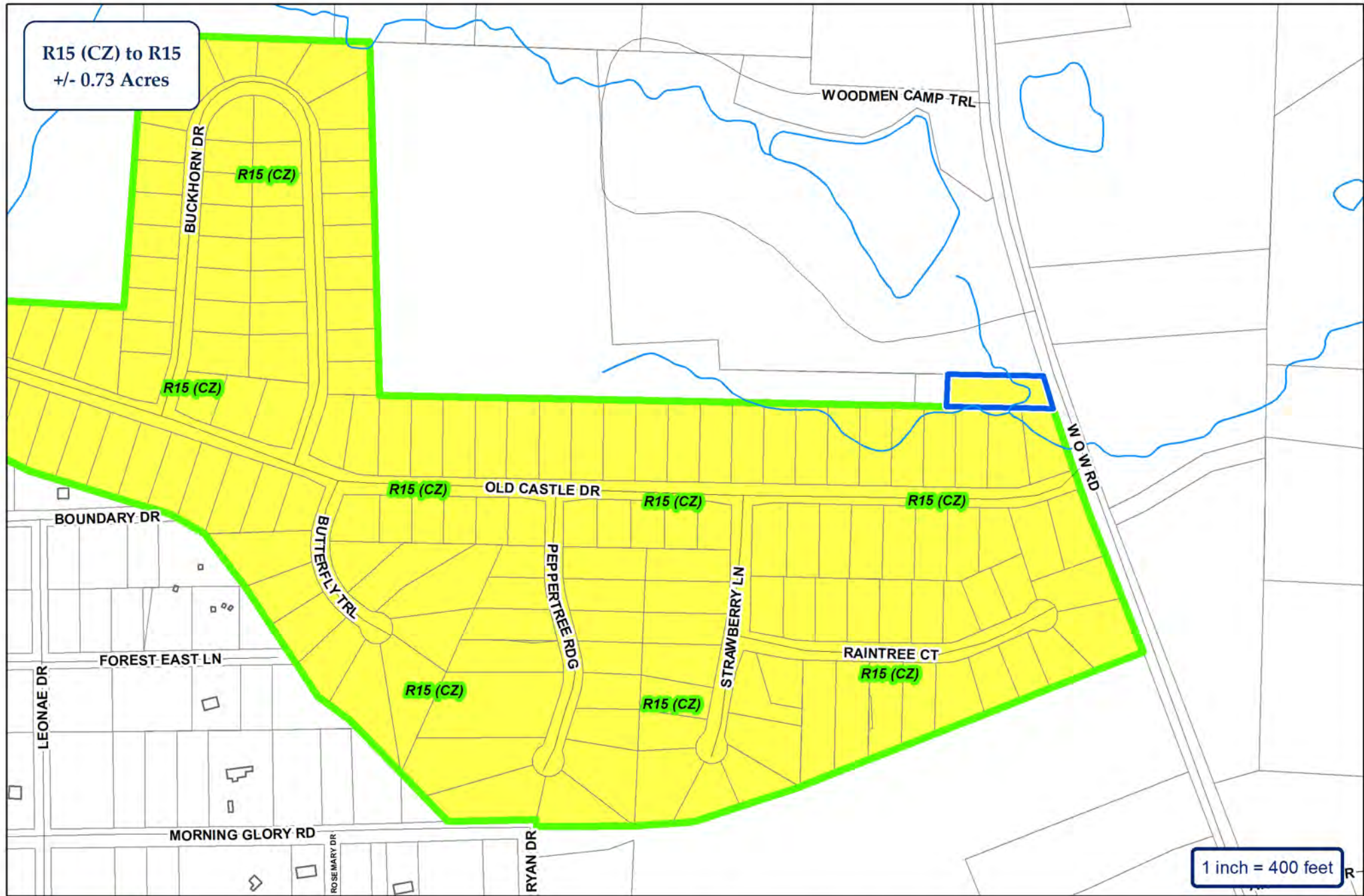
Checklist Item 14: Property is located on slopes of greater than 20%.

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

The requested R15 zoning remains consistent with the Land Development Plan's designation of the property for suburban residential use and surrounding properties. Removing this property from a conditional zoning designation into a general district allows a reasonable use of property consistent with adjoining land uses.

Recommendation Considering the aforementioned analysis, staff believes that the proposed zoning map amendment is reasonable and in the public interest.

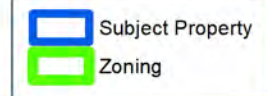
R15 (CZ) to R15
+/- 0.73 Acres



City of Asheboro Planning & Zoning Department

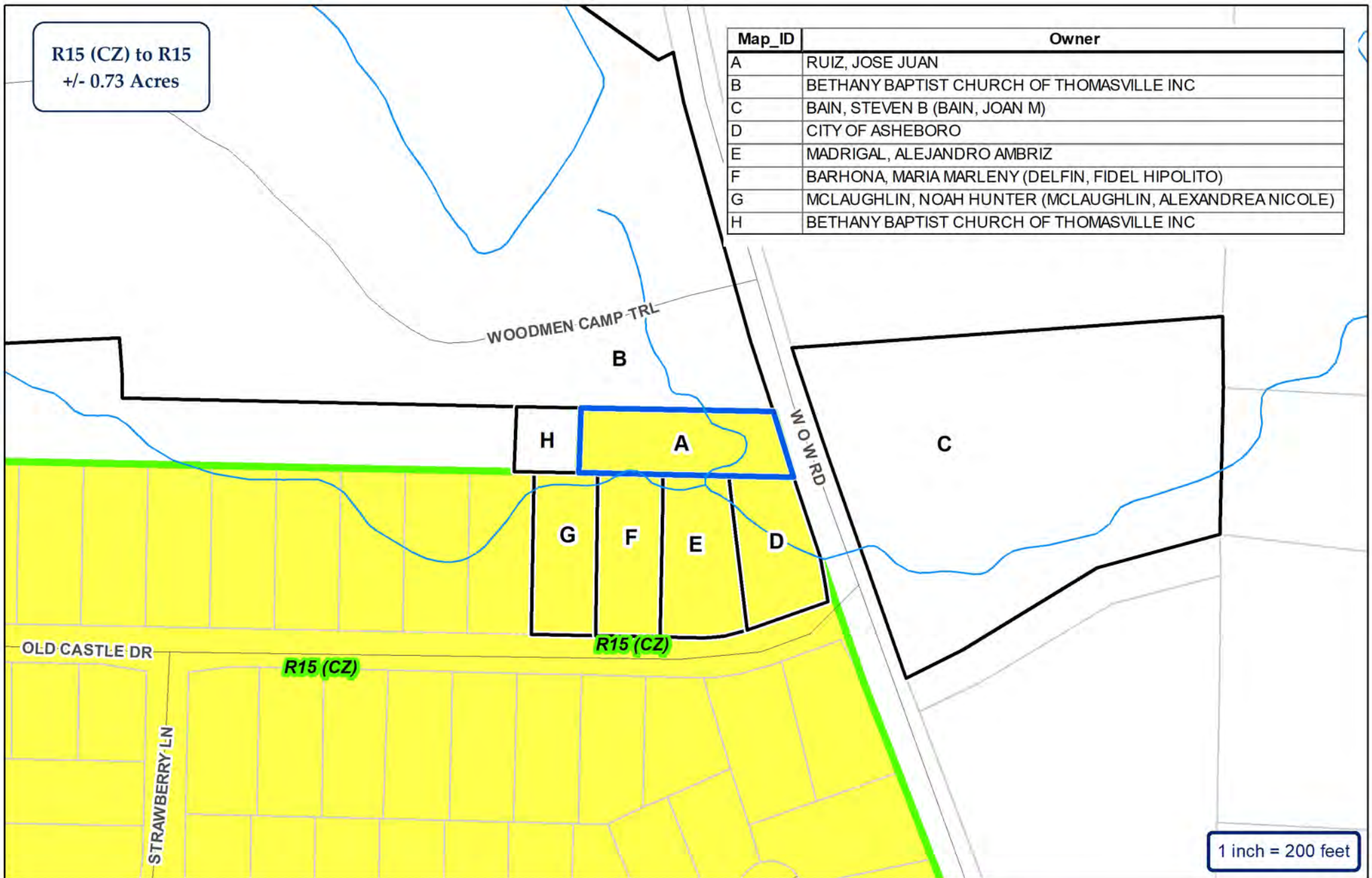
Rezoning Case: RZ-24-21

Parcels: 7764703184



R15 (CZ) to R15
+/- 0.73 Acres

Map_ID	Owner
A	RUIZ, JOSE JUAN
B	BETHANY BAPTIST CHURCH OF THOMASVILLE INC
C	BAIN, STEVEN B (BAIN, JOAN M)
D	CITY OF ASHEBORO
E	MADRIGAL, ALEJANDRO AMBRIZ
F	BARHONA, MARIA MARLENY (DELFIN, FIDEL HIPOLITO)
G	MCLAUGHLIN, NOAH HUNTER (MCLAUGHLIN, ALEXANDREA NICOLE)
H	BETHANY BAPTIST CHURCH OF THOMASVILLE INC



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-21

Parcels: 7764703184

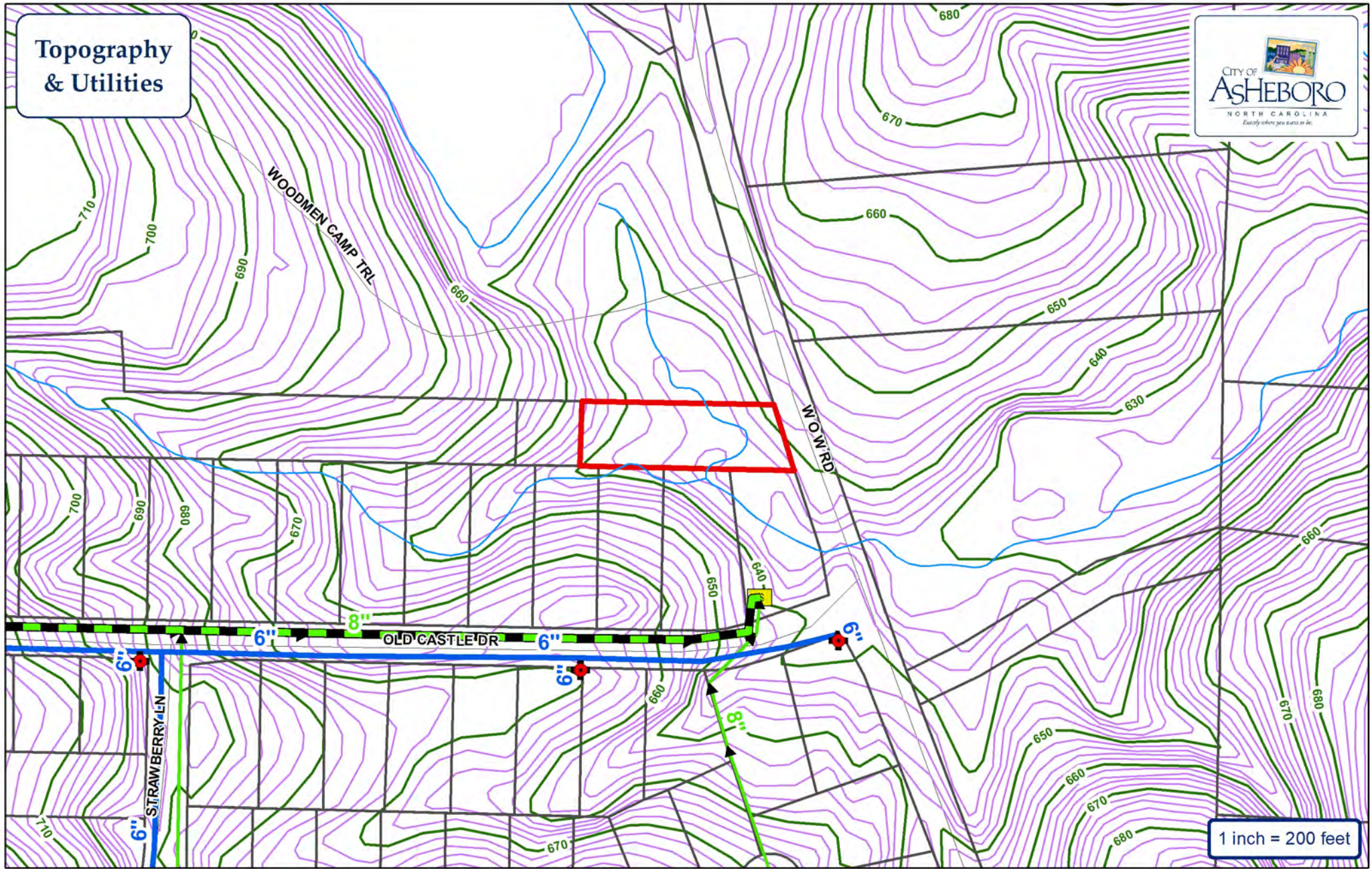


ETJ

- Subject Property
- Adjoining Properties
- City Zoning



Topography & Utilities



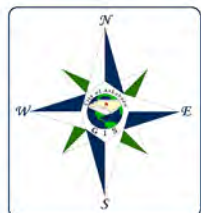
- Water Main
- Sewer Main
- Force Main
- Fire Hydrant
- Pump Station
- Watershed

City of Asheboro Planning & Zoning Department

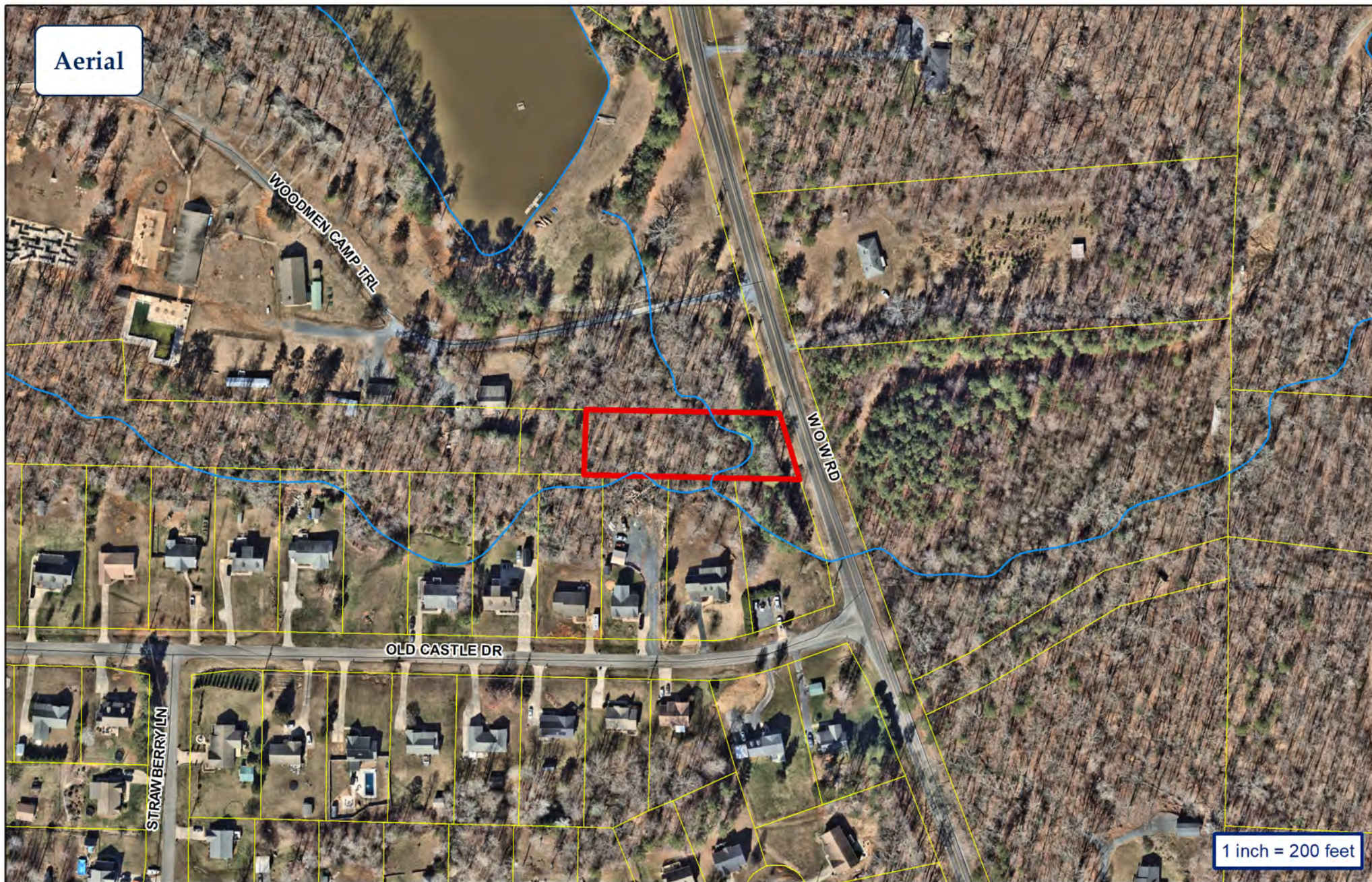
Rezoning Case: RZ-24-21

Parcels: 7764703184

Subject Property



Aerial



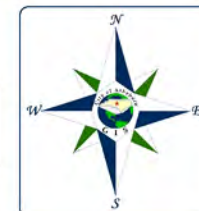
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-21

Parcels: 7764703184



 Subject Property



APPLICANT INFORMATION

Applicant Christian Vestal

Applicant's Phone # 336-410-2221

Applicant's Address 2803 George York Rd Randleman NC 27317

Applicant Email Address _____

PROPERTY INFORMATION FOR MAP AMENDMENTS

Property Owner's Name Jaun Ruiz

Location of Property WOW Rd Asheboro NC

Property Size (ac. or s.f.) 0.73 ac

Randolph County Property Identification Number (PIN#) 7764703184

Current Zoning District CZ - R15

Requested Zoning District R-15

Date Property Title Acquired _____

Deed Book 2907 Page 1332

Subdivision _____ Section _____ Lot # _____

Plat Book _____ Page _____

ORDINANCE AMENDMENT INFORMATION

1. In what manner will the proposed amendment carry out the intent of the Land Development Plan?

Residential growth consistent with neighboring properties

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.

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?

Does not apply ☒

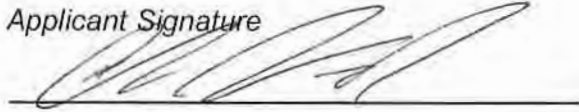
4. Are there any other circumstances, factors, or reasons that the applicant offers in support of the proposed amendment?

This land as zoned is not able to be developed. the proposed rezoning will support the designated land use.

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



Printed Name of Authorized Signatory (if
different from Applicant)

Position/Relationship of Authorized
Signatory to Applicant

Owner Signature (if different than Applicant)

 dotloop verified
09/06/24 1:25 PM CST
DW01-HL17-FRTC-V9XR

Owner Address

105 JESS FERREE CRT , RANDLEMAN NC

Telephone Number

336.328.6821

Printed Name of Authorized Signatory (if
different from Owner)

Position/Relationship of Authorized
Signatory to Owner

STAFF USE

Received by: John Evans **Date:** 9-9-2024 **Case Number:** RZ-24-21

REV	DATE	DESCRIPTION	BY	PROJECT	24010
1					
2					
3					
4					
5					
6					
7					
8					
9					

DESIGNED	RIG
DRAWN	RIG
CHECKED	ML
SCALE	AS NOTED
SURVEYED	N/A

THE SCALE BAR SHOWN BELOW IS 1/4" LONG ON THE ORIGINAL DRAWING.



Know what's below. Call before you dig. Dig 8-1-1



City of
ASHEBORO
ENGINEERING

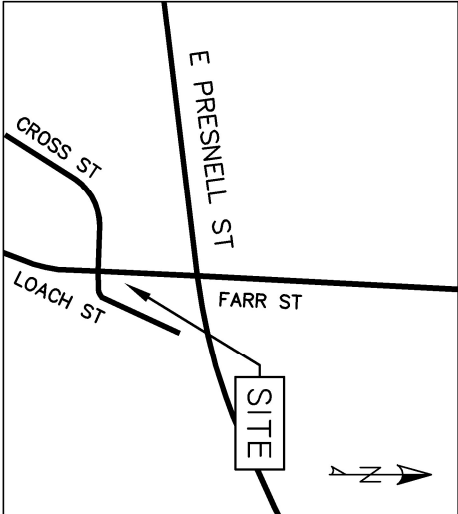
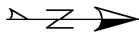
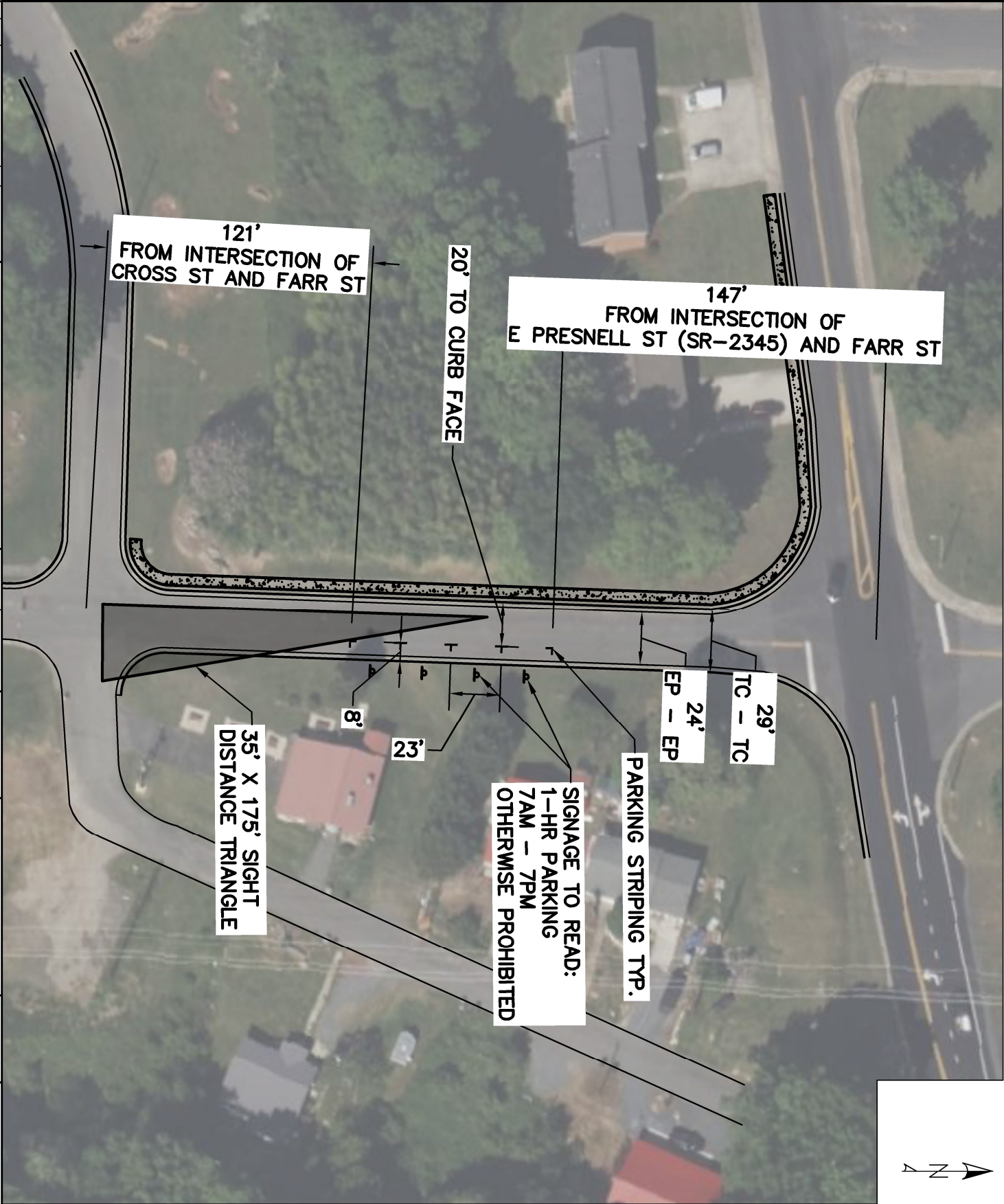
146 N. CHURCH STREET, ASHEBORO, NC 27203 | T: 919.296.1207

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

SITE PLAN
LOACH STREET ON-STREET PARKING
ASHEBORO, NORTH CAROLINA
RANDOLPH COUNTY

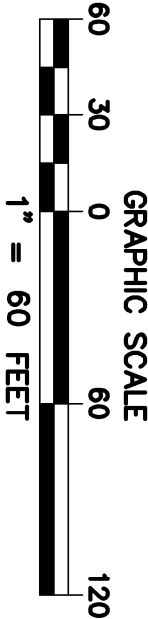
SHEET NO.

OF —



LEGEND

-  PARKING STRIPING
-  EX. CONCRETE SIDEWALK
-  PROPOSED SIGNAGE
-  SIGHT DISTANCE TRIANGLE AREA



**CITY OF ASHEBORO
ENGINEERING DEPARTMENT**

MEMORANDUM

To: Mayor and City Council
From: Spencer Patton, EI, Assistant City Engineer
Date: 11/6/2024
Cc: John N. Ogburn, City Manager
**Subject: Converting City Maintained Intersections on Worth, Brewer, Main, and Elm
Streets from Signaled to All-Way Stops**

Staff has been investigating traffic control options for three signalized intersections maintained by the city; the intersections are depicted on the map attached to this memorandum. The investigation was initiated as a result of the age of the existing traffic signals which are estimated to be approximately 50 years old. Replacement parts required to maintain the signals have become increasingly difficult and expensive to procure.

Public Works personnel have researched the cost to update the aged signals with modern technology and estimates that the cumulative expense to replace the three signals at more than \$230,000. Given that projected cost, staff began discussing alternatives that could safely and efficiently control traffic at these intersections.

After reviewing crash data with the Police and Fire and Rescue departments and determining the intersections to be relatively low-incident locations, it is the staff's preliminary recommendation that the intersections be converted to all-way stop controlled. This solution is low-cost and viewed as an appropriate alternative to evaluate. During the evaluative period, the signals would be changed to flashing red signals and additional traffic signage installed to alert the public of this change. Staff would monitor operations for several months prior to making a final recommendation.



LEGEND

-  *PROPOSED STOP SIGN*
-  *PROPOSED STOP BARS*

CITY OF ASHEBORO
ENGINEERING DEPARTMENT
146 NORTH CHURCH STREET
ASHEBORO, NORTH CAROLINA

Scale 1" = 30'
Date: 11-6-2024
Job #: 24013

*PROPOSED INTERSECTION
CHANGES*

*Intersection of Worth St
& Main St Asheboro, NC*



LEGEND

-  PROPOSED STOP SIGN
-  PROPOSED STOP BARS

CITY OF ASHEBORO
ENGINEERING DEPARTMENT
146 NORTH CHURCH STREET
ASHEBORO, NORTH CAROLINA

Scale 1" = 30'
Date: 11-6-2024
Job #: 24013

PROPOSED INTERSECTION
CHANGES

Intersection of Worth St
& Elm St Asheboro, NC



LEGEND

-  *PROPOSED STOP SIGN*
-  *PROPOSED STOP BARS*

CITY OF ASHEBORO

ENGINEERING DEPARTMENT
146 NORTH CHURCH STREET
ASHEBORO, NORTH CAROLINA

Scale 1" = 30'

Date: 11-6-2024

Job #: 24013

*PROPOSED INTERSECTION
CHANGES*

*Intersection of N Elm St
& Brewer St Asheboro, NC*

Project: Wolfsped Water Main Extension, City of Asheboro, North Carolina

Design-Build Contract Amendment #: 2

GMP 2:

- Early Material Procurement: Sections 2 & 3
- Final Design and Construction: Section 4

Initial Agreement Date: February 1, 2024

Amendment Effective Date: Date executed by the City

Design-Builder Project No.: 3433

Background:

During the pre-construction phase the project team concluded to minimize schedule and cost impacts an early material procurement for Sections 2 & 3 should be completed. An analysis completed by Garney based on market pricing determined that ductile iron pipe was the most cost-effective material to meet the goals of the project. In addition, Section 4 pipe material was approved in GMP 1 and now Section 4 is ready for Final Design and Construction and has been included in GMP 2.

GMP 2 Scope Summary:

Design-Builder shall procure and have delivered to the project site all material included in the accepted attached GMP 2 Proposal and previous approved work (Phase 1 Preconstruction and GMP 1). The material quantities being procured reflect anticipated material needed for Section 2&3. Section 2 starts just West of Iron Mountain Road and US-64 and ends East of Deep River at Salisbury Street. Section 3 starts at Salisbury Street and ends at US-64 at Lee Layne Road. All material items for Sections 2 & 3 are based on the current 30% plans and specifications.

For final design and construction of Section 4, the Design-Builder shall perform all necessary design, engineering, and construction per the 75% plans and specifications and Owners Project Criteria including any additional work required by final design development to 100% for the Lump Sum cost outlined in this amendment.

Agreement:

Section 6.2, 6.6.1 and 6.6.2 in the Agreement shall be amended as follows:

6.2 Lump Sum. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of GMP1 + GMP2 which equates to Nineteen-Million Nine Hundred Nine Thousand Three Hundred Nine Dollars and Zero Cents (\$19,909,309) ("Contract Price") for the Work for Phase 2 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.6.1 – Shall be removed and replaced by amendments to 6.2.

~~6.6.1 Design-Builder guarantees that it shall not exceed the GMP 1 of Four million eleven thousand one hundred nine dollars and seventy nine cents (\$4,011,109.79). Documents used as basis for the GMP shall be identified as the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP, provided, however, that it does guarantee the line item for its general project management and general conditions costs, in the amount of Zero Dollars (\$0.00), and as set forth in the Contract Price~~

~~Amendment ("General Conditions Cap"). Design-Builder agrees that it will be responsible for paying the applicable general conditions costs in excess of the General Conditions Cap, as well as be responsible for all costs of completing the Work which exceed the GMP, as said general conditions line item and the GMP may be adjusted in accordance with the Contract Documents, including but not limited to the markups for Change Orders set forth in Section 6.3 herein.~~

6.6.2 – Shall be removed as Design-Builder Contingency is included in the Design-Builder's Lump Sum costs.

~~6.6.2 The **GMP 1** includes a Contingency in the amount of zero dollars (\$0.00) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.~~

6.6.3 – Savings provision shall be amended as follows since Phase 2 will be Lump Sum.

6.6.3 – Savings

~~6.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.3 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:~~

}

☐ _____ fifty percent (50%) to Design-Builder and
_____ fifty percent (50%) to Owner.

~~6.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 7.4 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.~~

~~6.6.3.3 Savings clause only applies to the Phase 2 GMP. For Phase 1 any unused allowances or contingency will be credited back to the Owner.~~

Summary of Costs:Phase 1

Preconstruction Services and 75% Design	LS	\$ 5,034,601.90
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Phase 2

GMP 1 – Early Material Procurement (EMP) Section 4	LS	\$ 4,011,109.79
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GMP 2 – EMP Section 2 & 3, Construction Section 4	LS	\$15,898,199.23
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Phase 2 Subtotal	LS	\$19,909,309.02
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Updated Total Contract Value	LS	\$24,943,910.92
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Attachments:

Garney Companies GMP 2 EMP Section 2 & 3 and Section 4 Final Design and Construction Proposal. This GMP Proposal shall be incorporated into the agreement as Exhibit G.

By executing this Amendment, Owner and Design-Builder agree to modify the Agreement as stated above. Upon execution, this Amendment becomes a Contract Document issued in accordance with the Progressive Design-Build Agreement executed between the parties by the City of Asheboro on February 1, 2024. There are no other changes to the Agreement.

CITY OF ASHEBORO:

By: _____
Printed Name: _____
Title: _____
Date: _____

GARNEY COMPANIES, INC.:

By: _____
Printed Name: _____
Title: _____
Date: _____

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

Finance Officer

Date



Asheboro-Wolfspeed Watermain Extension

Early Material Procurement Pricing Section 2 & 3 (Wooten & LKC) Booster Pump Station

NOTE:

Material quantities reflect anticipated items needed for Section 2 just West of Iron Mountain Road on US Highway 64 and ending East of Deep River at Salisbury Street. Section 3 quantities reflect beginning at Salisbury Street and ending at Hwy 64 E at Lee Layne Road.

All items are based on the latest 30% Plans



Asheboro-Wolfsped Watermain Extension (Early Material GMP 2 & 3)

PROJECT NAME: Asheboro-Wolfsped Watermain Extension
 OWNER: City of Asheboro

CONTRACTOR: Garney

GARNEY PROJECT NO: 3433

CONTRACT NO:

REQUESTED MATERIAL GMP: \$ 6,570,771.44
 (Total - 5% Retainage)

SUMMARY OF COSTS		
ITEM	DESCRIPTION	TOTAL
1	American Cast Iron Pipe DIP (see breakdown)	\$4,905,334.04
	Charles Underwood, INC (Booster Pump Station)	\$265,280.00
	Ferguson Fittings/Appurtenances (see breakdown)	\$590,628.00
	Sales tax	\$403,286.94
	Total Material Costs	\$6,164,528.98
	Fee (10%)	\$616,452.90
	Subtotal	\$6,780,981.88
	Bond (2%)	\$135,619.64
	TOTAL	\$6,916,601.52
	Retainage (5%)	-\$345,830.08
	Amendment Total	\$6,570,771.44

Phase 1 Services : \$5,034,601.79

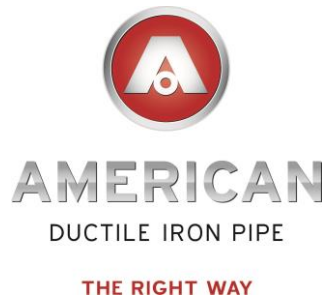
Amendment # 1 : \$4,011,109.79

Requested Amendment #2: \$6,916,601.52
 (Early Material Procurement Section 2 & 3)



Phase 2 & 3 Early Material Procurement GMP

Description	Supplier	Quantity	Unit Price	Extension
20" DIP FST CL 250	American Pipe	28000.00	\$112.34	\$3,145,520.00
20" DIP FR CL 300	American Pipe	700.00	\$173.26	\$121,282.00
24" DIP FST CL 200	American Pipe	11000.00	\$125.78	\$1,383,580.00
8" DIP FST CL 350	American Pipe	500.00	\$34.65	\$17,325.00
6" DIP FST CL 350	American Pipe	300.00	\$25.99	\$7,797.00
20" Amarillo Fast - Grip Gasket	American Pipe	200.00	\$671.32	\$134,264.00
24" Amarillo Fast - Grip Gasket	American Pipe	100.00	\$931.91	\$93,191.00
8" Amarillo Fast - Grip Gasket	American Pipe	9.00	\$105.36	\$948.24
6" Amarillo Fast - Grip Gasket	American Pipe	10.00	\$142.68	\$1,426.80
20" MJ C153 90 Bend	Ferguson	4.00	\$1,540.00	\$6,160.00
20" MJ C153 45 Bend	Ferguson	41.00	\$1,002.00	\$41,082.00
20" MJ C153 22.5 Bend	Ferguson	9.00	\$1,048.00	\$9,432.00
20" MJ C153 11.25 Bend	Ferguson	3.00	\$989.00	\$2,967.00
20" MJ C153 Long SLV	Ferguson	1.00	\$910.00	\$910.00
20" x 6" MJ C153 Tee	Ferguson	12.00	\$1,245.00	\$14,940.00
20" MJ RW OL Gate Valve	Ferguson	6.00	\$22,800.00	\$136,800.00
24" MJ C153 45 Bend	Ferguson	5.00	\$1,525.00	\$7,625.00
24" MJ C153 22.5 Bend	Ferguson	5.00	\$1,410.00	\$7,050.00
24" MJ C153 11.25 Bend	Ferguson	11.00	\$1,320.00	\$14,520.00
24" MJ C153 Long SLV	Ferguson	1.00	\$1,198.00	\$1,198.00
24" x 6" MJ C153 Tee	Ferguson	7.00	\$1,510.00	\$10,570.00
24" x 8" MJ C153 Tee	Ferguson	1.00	\$1,548.00	\$1,548.00
20" x 24" Increaser	Ferguson	1.00	\$1,358.00	\$1,358.00
24" MJ RW OL Gate Valve	Ferguson	4.00	\$29,545.00	\$118,180.00
2 PC SC CI VLV Box	Ferguson	29.00	\$265.00	\$7,685.00
6" DI MJ RW Gate VLV	Ferguson	19.00	\$1,155.00	\$21,945.00
5 1/4 VO B84B Hydrant 5'0 OL	Ferguson	19.00	\$4,210.00	\$79,990.00
6" DI MJ WDG Rest Gland PK	Ferguson	76.00	\$57.00	\$4,332.00
8" DI MJ WDG Rest Gland PK	Ferguson	1.00	\$78.00	\$78.00
20" DI MJ WDG Rest Gland PK	Ferguson	141.00	\$437.00	\$61,617.00
24" DI MJ WDG Rest Gland PK	Ferguson	69.00	\$589.00	\$40,641.00
Booster Pumpstation Package	Charles R Underwood	1.00	\$265,280.00	\$265,280.00
Sub Total				\$5,761,242.04
Sales Tax 7%				\$403,286.94
Total				\$6,164,528.98



October 9, 2024

None Assigned
Asheboro - Wolfsped October 2024
Randolph Co., Asheboro, NC
Bid: 10/8/2024 @ 2:00pm

We are pleased to submit our proposal covering piping materials we can furnish based on our interpretation of the original plans and specifications. Our proposal is expressly limited to your acceptance of our Terms and Conditions.

Unless otherwise specified, all prices are f.o.b. our foundry, Birmingham, Alabama, freight allowed to Randolph Co., Asheboro, NC for shipment in 40,000 pound truckload lots on passable roads; you to unload. Order releases should be in full truckload lots with requested delivery dates that facilitate shipment in full truckload lots. Any LTL shipment, including but not limited to material such as Victaulic and glass-lined items, should be expected to be delivered via CLOSED TOP TRUCKS, and any additional freight charges will be added to your account. If you require LTL shipments to be delivered via open top flatbed trailers, a specific request must be made prior to order release, and if it can be accommodated, any additional freight charges will be added to your account. Any increases in freight charges resulting from changes in rates, fuel surcharges, shipment by other means, shipment in smaller lots than practical, drop-off charges, notification charges, delays in unloading, or for some other reason, will be for your account.

quotation.

Our terms of payment are 30 days. A service charge invoice will be issued weekly against any material invoices that are more than 30 days past due. Material invoices that remain open from prior weeks will receive a service charge each Friday the invoice remains unpaid. In order to avoid service charges, checks should be postmarked no later than Monday of each week. The rate charged on the invoice will be .346% per week which is the equivalent of 1.5% per month and 18% per annum or the maximum allowed by law. Payment must be mailed to and received at the designated "Remit To" location by Friday to avoid the weekly service charge. Our credit department will issue wire transfer or other acceptable electronic transfer instructions if you so desire.

material ordered will require a confirmed shipment date. All 16" and larger made-to-order (MTO) material must ship within 30 days of the original established shipment date. Unshipped MTO material will be repriced at current base price. Additionally, this material will be subject to storage charges of 5% per month of the sales price invoiced each month until shipment occurs. All non-standard specialty products (e.g. linings, coatings, outlet pipe, restrained joint pipe, river crossing pipe, earthquake resistant pipe) require unrestricted release for shipment as soon as the product is available. Any additional handling, re-processing, and/or freight costs incurred as a result of shipment delays will also be charged. All made-to-order pipe is non-cancellable. Pipe with specialty linings will be invoiced in full if unshipped 30 days after manufacture.

Prices do not include any local, state or federal taxes. Applicable state and local taxes will be added to invoices unless a Tax Exemption Certificate is furnished in a form satisfactory to taxing authorities.

None Assigned
Bid: 10/8/2024 @ 2:00pm

This proposal is subject to acceptance by purchase order within 30 days from project bid date listed above. If an order is not placed within the 30 day period, the proposal is accordingly automatically withdrawn.

This proposal is offered on the basis of our furnishing essentially all materials in the quantities listed. This proposal is our interpretation of items of our manufacture/supply that are required per the Engineer's plans and specifications. It is not guaranteed for take-off accuracy or for interpretation of plans and specifications.

The final total price would be determined by the total of items shipped at the unit prices shown and as may be modified per other paragraphs in this proposal. Any items ordered that are not described in this proposal would be priced at the same price basis. In case of error in any extension on the quotation, unit prices would prevail.

Current lead times for material production range from "stock" to 30 plus weeks depending on the product type and configuration. Contact your AMERICAN Sales Engineer and/or Project Coordinator for the most current production lead times.

Shipping schedules are subject to change, and the promised shipment of any materials would be determined from the applicable schedules in effect at the time approved materials are entered into our shop for manufacture. Accordingly, any delay in material being placed on order could cause appreciable increases in shipping schedules.

For plant projects, we can furnish piping from your list of material, or we can prepare layout drawings for your approval. For pipeline projects, a bill of material can be developed by a laying schedule. Line drawings will only be provided for plant projects unless special circumstances exist for a pipeline project that cannot be adequately described by a laying schedule (i.e., river crossings, bridge crossings, pipe on supports). Our current lead time to begin drawings or a laying schedule is approximately two (2) weeks after we receive notification that they are required. A detailed review of schedule requirements, drawing details, and our overall drawing service will be necessary.

Drawing charges are \$1,000 per sheet and include up to two (2) revisions of each drawing. Charges for additional revisions will be handled on a case-by-case basis. See our quotation for the estimated number of drawings.

We appreciate the opportunity to provide you with our quality products and services.

Sincerely,

AMERICAN Ductile Iron Pipe

Ron Miller

770-846-1493

ronaldmiller@american-usa.com

AMERICAN Ductile Iron Pipe - AMERICAN Flow Control - AMERICAN SpiralWeld Pipe - AMERICAN Steel Pipe - AMERICAN Castings - International Sales

P.O. Box 2727 - Birmingham, Alabama 35202-2727 - (800) 442-2347 - www.american-usa.com



Ron Miller
North Carolina Satellite Office
3140 Goldmist Drive
Buford, GA 30519

Phone: 770-846-1493
Fax: 205-307-3895
Email: ronaldmiller@american-usa.com

PROJECT NO: None Assigned
PROJECT: Asheboro - Wolfsped October 2024
LOCATION: Randolph Co., Asheboro, NC
BID DATE: 10/8/2024 @ 2:00pm

QUOTATION

<u>QTY</u>	<u>UOM</u>	<u>DESCRIPTION</u>	<u>SPEC</u>	<u>TOT. WT.</u>	<u>Unit \$</u>	<u>Total \$</u>
20" Pipe						
20	FT	20" FST x FSTPE PIPE CL-250 20'0-1/2"	NSDCL-ASP	1,424	\$112.32	\$2,246.40
20	FT	20" FRBELL x FRE PIPE CL-250 19'9"	NSDCL-ASP	1,424	\$163.79	\$3,275.80
20	FT	20" FST x FSTPE PIPE CL-300 20'0-1/2"	NSDCL-ASP	1,544	\$121.79	\$2,435.80
20	FT	20" FRBELL x FRE PIPE CL-300 19'9"	NSDCL-ASP	1,544	\$173.26	\$3,465.20
1	EA	20" AMARILLO FAST-GRIP SBR GASKET		7	\$671.32	\$671.32
1	EA	18,20" POLYWRAP (WHITE) - VBIO 8 MIL (260 FEET)		74	\$847.55	\$847.55
		1 ROLLS 2" X 100' POLYWRAP TAPE (356 BLACK)			\$6.00	\$6.00
24" Pipe						
20	FT	24" FST x FSTPE PIPE CL-200 20'0-1/2"	NSDCL-ASP	1,712	\$125.78	\$2,515.60
20	FT	24" FRBELL x FRE PIPE CL-200 19'9"	NSDCL-ASP	1,712	\$197.15	\$3,943.00
20	FT	24" FST x FSTPE PIPE CL-250 20'0-1/2"	NSDCL-ASP	1,906	\$139.21	\$2,784.20
20	FT	24" FRBELL x FRE PIPE CL-250 19'9"	NSDCL-ASP	1,906	\$210.59	\$4,211.80
1	EA	24" AMARILLO FAST-GRIP SBR GASKET		9	\$931.91	\$931.91
1	EA	24" POLYWRAP (WHITE) - VBIO 8 MIL (210 FEET)		82	\$420.71	\$420.71
		1 ROLLS 2" X 100' POLYWRAP TAPE (356 BLACK)			\$6.00	\$6.00
16" Pipe						
20	FT	16" FST x FSTPE PIPE CL-250 20'0-1/2"	NSDCL-ASP	1,040	\$82.03	\$1,640.60
1	EA	16" AMARILLO FAST-GRIP SBR GASKET		3	\$480.50	\$480.50
1	EA	14,16" POLYWRAP (WHITE) - VBIO 8 MIL (300 FEET)		73	\$603.77	\$603.77
		1 ROLLS 2" X 100' POLYWRAP TAPE (356 BLACK)			\$6.00	\$6.00
6" and 8" Pipe						
20	FT	6" FST x FSTPE PIPE CL-350 20'1"	NSCL-ASP	330	\$25.99	\$519.80
1	EA	6" AMARILLO FAST-GRIP SBR GASKET		1	\$105.36	\$105.36
1	EA	4,6,8" POLYWRAP (WHITE) - VBIO 8 MIL (500 FEET)		72	\$609.25	\$609.25
		1 ROLLS 2" X 100' POLYWRAP TAPE (356 BLACK)			\$6.00	\$6.00
20	FT	8" FST x FSTPE PIPE CL-350 20'1"	NSCL-ASP	440	\$34.65	\$693.00
1	EA	8" AMARILLO FAST-GRIP SBR GASKET		1	\$142.68	\$142.68
1	EA	4,6,8" POLYWRAP (WHITE) - VBIO 8 MIL (500 FEET)		72	\$609.25	\$609.25
		1 ROLLS 2" X 100' POLYWRAP TAPE (356 BLACK)			\$6.00	\$6.00

Total Quote Summary	15,376 LBS.	\$33,183.50
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- Base Price is established per our January 1, 2024 price increase.
- Quoted pricing will be held firm for 30 days.
- All pipe orders must ship within 90 days of order entry date or be subject to repricing at time of shipment.
- All 16" and larger made-to-order (MTO) material must ship by required date. Unshipped MTO material will be repriced to current base price. Additionally, this material will be subject to storage charges of 5% per month and billed prior to shipment.
- All non-standard specialty products (e.g. linings, coatings, and all restrained joint types) require unrestricted release for shipment when available.
- All made-to-order pipe is non-cancellable. Pipe with specialty linings will be invoiced in full if unshipped 30 days after manufacture.
- No sales tax included in pricing. Units are \$/ft based on 40,000 lb. truckload. Freight allowed to jobsite.
- Additional freight charges apply on less than 40,000 lb. truckloads. Any increase in freight is for Buyer's account.
- MJ materials are quoted less accessories. FASTITE pipe is quoted complete with standard accessories.
- All AMERICAN terms and conditions shall apply. Our proposal is expressly limited to your acceptance of our terms and conditions.

AMERICAN CAST IRON PIPE COMPANY

TERMS AND CONDITIONS OF SALE

1. All orders are subject to approval and acceptance by an authorized representative of Seller at its general office in Birmingham, Alabama. Terms of payment as shown on the face hereof are subject to approval of Seller's Credit Manager.
2. Should the financial responsibility of Buyer at any time become unsatisfactory to Seller, Seller shall have the right to suspend performance of any order or require payment for any shipment hereunder in advance or require satisfactory security or other adequate assurance satisfactory to Seller. If Buyer fails to make payment in accordance with the terms of this agreement or fails to comply with any provision hereof, the Seller may at its option in addition to any other remedies, cancel any unshipped portion of this order, Buyer to remain liable for all unpaid accounts. In the event Buyer fails to make payment in accordance with the terms of this agreement, the account shall be deemed to be delinquent and a service charge of one and one-half percent (1 1/2%) per month or 18% per annum, charged weekly will be made on the unpaid balance. Where the annual rate of 18% exceeds the maximum allowed by law, the charge shall be the maximum allowed. Buyer agrees to pay all collection costs and expenses, including reasonable attorneys' fees, incurred by Seller in collecting or attempting to collect such account. Seller shall have the right to credit toward the payment of any monies that may become due Seller hereunder any sums which may now or hereafter be owed to Buyer by Seller.
3. If there is a delay in completion of manufacture or shipment of this order due to any change requested by the Buyer or as a result of any delay on Buyer's part in furnishing information required for completion of the order, the price and delivery terms agreed upon at the time of acceptance of the order is subject to change. Prices are F.O.B. factory except as otherwise noted on the face of the sale order contract. Unless otherwise provided in writing, freight charges on all shipments, and spotting, switching, demurrage, or drayage at destination are to be paid by Buyer. Any increase in the amount of freight from that shown on the face hereof as being included is for Buyer's account. Seller reserves the right to designate origin and intermediate carriers. If a specific delivering carrier is required, Buyer must designate such carrier in writing to Seller prior to shipment. Seller reserves the right to make partial shipments.
4. Prices do not include any present or future federal, state or local taxes based upon or measured by the sale, use, manufacture or shipment of the products covered hereby. All such taxes shall be for Buyer's account, and, if paid by Seller, the Buyer agrees to reimburse Seller on demand for the full amount thereof.
5. Title to products sold shall pass upon delivery to carrier at the point of shipment, irrespective of any freight allowance or prepayment of freight, and thereafter risk of loss or damage shall be upon Buyer.
6. Specifications and instructions on the face hereof are in accordance with directions of Buyer and full responsibility for their correctness is assumed by Buyer.
7. SELLER WARRANTS THAT THE PRODUCTS COVERED HEREBY CONFORM TO THE DESCRIPTION AND SPECIFICATIONS, IF ANY, ON THE FACE HEREOF, AND ARE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE THE PRODUCTS ARE FIRST SHIPPED. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OR RESULTING FROM THE BREACH OF ANY OF THE TERMS HEREOF OR FROM THE SALE, HANDLING OR USE OF THE PRODUCTS SOLD. SELLER'S SOLE LIABILITY (AND BUYER'S EXCLUSIVE REMEDY) HEREUNDER, EITHER FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, IS EXPRESSLY LIMITED AT THE OPTION OF SELLER: (a) TO THE REPLACEMENT AT THE AGREED POINT OF DELIVERY OF ANY PRODUCTS FOUND TO BE DEFECTIVE OR NOT TO CONFORM TO THE DESCRIPTION AND SPECIFICATIONS SET FORTH HEREIN, (b) TO THE REPAIR OF SUCH PRODUCTS, (c) TO THE REFUND OR CREDITING TO BUYER OF THE PRICE OF SUCH PRODUCTS, OR (d) AS TO MOTORS, CONTROLS OR EXTENT THAT THE LIABILITY OF SUCH SUPPLIER(S), IS LIMITED AS TO SELLER. ANYTHING CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, SELLER'S WARRANTIES SHALL NOT APPLY TO ANY PRODUCT SOLD HEREUNDER IF BUYER ALTERS SUCH PRODUCT OR REPLACES ANY PART OR PARTS OF SUCH PRODUCT WITH ANY PART OR PARTS NOT MANUFACTURED, SOLD OR OFFERED FOR SALE BY SELLER. No representation or warranty, express or implied, made by any sales representative or other agent or representative of the Seller which is not specifically set forth herein shall be binding upon the Seller. In the event the material to be furnished hereunder is claimed to be defective, the Seller shall be given ample opportunity for inspection or, upon request, shall be furnished with a sample.
8. No products may be returned for credit and no order may be cancelled or changed in whole or in part without the prior written consent of Seller. Shipment of products cannot be extended beyond the original shipping date specified without Seller's written consent.
9. No contract is subject to cancellation or to change unless agreed to in writing by an authorized representative of Seller. In the event of any cancellation, and without limitation to other available remedies to Seller, the Buyer shall pay Seller within thirty (30) days of such cancellation the contract price, including applicable taxes, for all articles, materials and services which have been completed prior to cancellation. Additionally, Buyer shall pay Seller within thirty (30) days of such cancellation all cost and other expenses incurred by Seller for uncompleted items (including without limitation all commitments to Seller's suppliers, subcontractors, and others) and a cancellation charge in an amount equal to twenty percent (20%) upon the total of the foregoing. In the event of any change, Seller shall be entitled to revise its prices and delivery schedules to reflect such change.
10. Seller shall not be liable for any failure or delay in manufacture, shipment or delivery of products resulting from any cause beyond Seller's control, including, but not limited to, provision of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, or acts of God, strike, lockout, or other labor difficulty, riot, war, terrorism, insurrection, shortage or inability to secure labor, raw materials, production or transportation facilities. Shipping dates are approximate and are based on factory conditions at the time of quotation.
11. Buyer may not assign this agreement without Seller's prior written consent.
12. Buyer agrees to accept delivery of any part or all of the products on the mutually agreed upon delivery date, and failure of the Buyer to furnish Seller with shipping instructions shall in no way alter the terms of payment of Seller's invoice for any of the products offered for delivery. Any deferred delivery request by Buyer shall be subject to Seller's written approval. On any approved deferred delivery Seller shall have the right to render invoice for the completed portion to reflect its increased costs, delays and expenses.
13. Waiver of any term or provision of this agreement or of any breach of this agreement shall not be construed as a waiver of any other term or provision or of any other breach, nor shall any such waiver be deemed or construed as a continuing waiver. Any provision of this agreement prohibited by applicable law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.
14. This agreement shall be governed under and according to the laws of the State of Alabama.
15. In the event of a conflict between any of the printed provisions hereof and any written or typed provisions hereof, the written or typed provisions shall govern.
16. There are no terms, conditions, understandings or agreements between Buyer and Seller other than those stated herein and all prior proposals and negotiations are merged herein. NO TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING THE PROVISIONS HEREOF SHALL BE BINDING UPON SELLER UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NO MODIFICATION OR ALTERATION OF ANY PROVISION HEREOF SHALL RESULT FROM SELLER'S ACKNOWLEDGEMENT OF BUYER'S PURCHASE ORDER, SHIPMENT OF MATERIAL OR OTHER AFFIRMATION ACTION BY SELLER TOWARD PERFORMANCE HEREUNDER FOLLOWING RECEIPT OF BUYER'S PURCHASE ORDER, SHIPPING ORDER, OR OTHER FORMS CONTAINING PROVISIONS, TERMS OR CONDITIONS IN ADDITION TO OR IN CONFLICT OR INCONSISTENT WITH THE PROVISIONS HEREOF.



Charles R. Underwood, Inc.
2000 Boone Trail Rd.
Sanford, NC 27330
919.775.2463

October 14, 2024

Project: Asheboro to Wolfsped – Booster Pump Station
Owner: Randolph County, NC
Engineer: Wooten Company Engineering

Attn: Garney Construction - Contractor

Charles R. Underwood, Inc. (CRU) is pleased to provide you with this quote for the above-referenced project. CRU represents USEMCO in North Carolina and South Carolina and will provide (1) USEMCO packaged water booster pumping system and start-up and commissioning services as specified in the bid documents.

Pricing below excludes installation, unloading at the jobsite, and sales tax.

BID ITEM #1: USEMCO Package Booster Pump Station

- 1 EA – USEMCO Package Booster Pump Station:
 - Furnish USEMCO water booster pumping station as detailed in the attached. See attached USEMCO Terms and Conditions.

LUMP SUM PRICE FOR BID ITEM #1: \$265,280.00 Plus Sales Tax

CLARIFICATIONS / EXCEPTIONS:

1. Reference attached USEMCO proposal.
2. Quote is valid for 30 calendar days.
3. No equipment, goods, or services are included unless specifically mentioned herein.
4. Price excludes performance bond.
5. Price excludes handling, unloading, storage, and protection at the jobsite.
6. Price excludes installation.
7. Price excludes equipment bases and any surface preparation of equipment bases.
8. Price excludes spreader bar type lifting devices, anchor bolts, drain lines, and magnetic flowmeter.
9. Price excludes any electrical work, terminations, and field electrical testing at the motors, control panels, and RTUs.
10. Field painting is by others.

ESTIMATED DELIVERY SCHEDULE:

- Reference attached USEMCO proposal.

PAYMENT TERMS:

- Reference attached USEMCO proposal.

TERMS:

- Reference attached USEMCO Terms and Conditions.



October 17, 2024

NOTES:

- CRU price is based on the following Bid Documents and request for changes:
 - The drawings titled dated August 23, 2024 and prepared by USEMCO
 - The specifications included in the Project Manual titled "Guide Specification – Randolph County," dated August 23, 2024 and prepared by USEMCO.

As always, we appreciate the opportunity to work with you. If we can be of further service, or if you have any questions, please contact us.

Best regards,

Randy Hudson
Charles R. Underwood Inc.



FEL-RALEIGH, NC WW #1856
209 INTERNATIONAL DRIVE
MORRISVILLE, NC 27560-8411

Phone: 919-465-7446
Fax: 919-465-7483

Deliver To:
From: Wes Cain
wes.cain@ferguson.com
Comments:

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Page 1 of 10

FERGUSON WATERWORKS #1856

Price Quotation
Phone: 919-465-7446
Fax: 919-465-7483

Bid No: B789271
Bid Date: 08/14/24
Quoted By: EWC

Cust Phone: 816-741-4600
Terms: 2% 10TH NET 25TH

Customer: GARNEY COMPANIES INC
1700 SWIFT STREET
///LINE WORK///
N KANSAS CITY, MO 64116

Ship To: ASHEBORO
ASHEBORO, NC 27204

Cust PO#: ASHEBORO, NC

Job Name: ASHEBORO TO WOLFSPEE

Item	Description	Quantity	Net Price	UM	Total
	----- =====				
	ASHEBORO TO WOLFSPEED WATERLINE				
	=====				
	ASHEBORO NC SPEC				
	=====				
	IMPORT MATL QUOTED				
	=====				
	STANDARD HARDWARE QUOTED				
	=====				
	----- ----- ----- -----				
	***** C900 PVC PIPE *****				
	---> C900 DR21 (200 PSI)				
DR21BP16	16 C900 DR21 CL200 PVC GJ BLUE PIPE	23000	57.550	FT	1323650.00
DR21BP20	20 C900 DR21 CL200 PVC GJ BLUE PIPE	60000	89.150	FT	5349000.00

DR21BP18	18 C900 DR21 CL200 PVC GJ BLUE PIPE	23000	72.450	FT	1666350.00
DR21BP24	24 C900 DR21 CL200 PVC GJ BLUE PIPE	60000	127.600	FT	7656000.00
	----- ----- -----				
	---> C900 DR18 (235 PSI)				
DR18BP16	16 C900 DR18 CL235 PVC GJ BLUE PIPE	23000	66.500	FT	1529500.00
DR18BP20	20 C900 DR18 CL235 PVC GJ BLUE PIPE	60000	103.100	FT	6186000.00

DR18BP18	18 C900 DR18 CL235 PVC GJ BLUE PIPE	23000	83.650	FT	1923950.00
DR18BP24	24 C900 DR18 CL235 PVC GJ BLUE PIPE	60000	147.350	FT	8841000.00
	----- -----				
	---> C900 DR14 (305 PSI)				
DR14BP16	16 C900 DR14 PVC GJ BLUE PIPE	23000	86.600	FT	1991800.00
SP-DR14BP20	20 C900 DR14 PVC GJ BLUE PIPE	60000	136.450	FT	8187000.00



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Reference No: B789271

Item	Description	Quantity	Net Price	UM	Total
SP-DR14BP18	18 C900 DR14 PVC GJ BLUE PIPE	23000	109.000	FT	2507000.00
DR14BP24	24 C900 DR14 PVC GJ BLUE PIPE	60000	203.000	FT	12180000.00
	SUBTOTAL				59341250.00

	***** MJ FTG/REST *****				
	---> 24"				
MJ9LA24	24 MJ C153 90 BEND L/A	1	2294.000	EA	2294.00
MJ4LA24	24 MJ C153 45 BEND L/A	1	1525.000	EA	1525.00
MJ2LA24	24 MJ C153 22-1/2 BEND L/A	1	1410.000	EA	1410.00
MJ1LA24	24 MJ C153 11-1/4 BEND L/A	1	1320.000	EA	1320.00
MJTLA24	24 MJ C153 TEE L/A	1	2540.000	EA	2540.00
MJTLA24U	24X6 MJ C153 TEE L/A	1	1510.000	EA	1510.00
MJLSLA24	24X15 MJ C153 LONG SLV L/A	1	1198.000	EA	1198.00

SSLCEP24	24 PVC WDG REST GLND PK *ONELOK	1	579.000	EA	579.00

	---> 20"				
MJ9LA20	20 MJ C153 90 BEND L/A	1	1540.000	EA	1540.00
MJ4LA20	20 MJ C153 45 BEND L/A	1	1002.000	EA	1002.00
MJ2LA20	20 MJ C153 22-1/2 BEND L/A	1	1048.000	EA	1048.00
MJ1LA20	20 MJ C153 11-1/4 BEND L/A	1	989.000	EA	989.00
MJTLA20	20 MJ C153 TEE L/A	1	1710.000	EA	1710.00
MJTLA20U	20X6 MJ C153 TEE L/A	1	1245.000	EA	1245.00
MJLSLA20	20X15 MJ C153 LONG SLV L/A	1	910.000	EA	910.00

SSLCEP20	20 PVC WDG REST GLND PK *ONELOK	1	497.000	EA	497.00

	---> 18"				
MJ9LA18	18 MJ C153 90 BEND L/A	1	1105.000	EA	1105.00
MJ4LA18	18 MJ C153 45 BEND L/A	1	940.000	EA	940.00
MJ2LA18	18 MJ C153 22-1/2 BEND L/A	1	774.000	EA	774.00
MJ1LA18	18 MJ C153 11-1/4 BEND	1	975.000	EA	975.00
MJTLA18	18 MJ C153 TEE L/A	1	1855.000	EA	1855.00
MJTLA18U	18X6 MJ C153 TEE L/A	1	1110.000	EA	1110.00
MJLSLA18	18X15 MJ C153 LONG SLV L/A	1	755.000	EA	755.00

SSLCEP18	18 PVC WDG REST GLND PK *ONELOK	1	408.000	EA	408.00

	---> 16"				
MJ9LA16	16 MJ C153 90 BEND L/A	1	888.000	EA	888.00
MJ4LA16	16 MJ C153 45 BEND L/A	1	635.000	EA	635.00
MJ2LA16	16 MJ C153 22-1/2 BEND L/A	1	610.000	EA	610.00
MJ1LA16	16 MJ C153 11-1/4 BEND L/A	1	645.000	EA	645.00
MJTLA16	16 MJ C153 TEE L/A	1	1245.000	EA	1245.00
MJTLA16U	16X6 MJ C153 TEE L/A	1	760.000	EA	760.00
MJLSLA16	16X15 MJ C153 LONG SLV L/A	1	572.000	EA	572.00

SSLCEP16	16 PVC WDG REST GLND PK *ONELOK	1	335.000	EA	335.00

SSLDEP6	6 DI MJ WDG REST GLND PK *ONELOK	1	57.000	EA	57.00
	SUBTOTAL				34986.00

	***** BELL RESTRAINTS ****				

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Fax: 919-465-7483

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Reference No: B789271

Item	Description	Quantity	Net Price	UM	Total
SPWPC24	24 SIGMA BELL REST F/ C900 *PVLOK	1	1230.000	EA	1230.00
SPWPC20	20 SIGMA BELL REST F/ C900 *PVLOK	1	834.000	EA	834.00
SPWPC18	18 SIGMA BELL REST F/ C900 *PVLOK	1	589.000	EA	589.00
SPWPC16	16 SIGMA BELL REST F/ C900 *PVLOK	1	478.000	EA	478.00
	SUBTOTAL				3131.00

	***** GATE VALVES *****				
	---> WITH GEAR				
AFC2524MMLAOLBG	24 DI MJ RW OL GATE VLV L/A W/ BG	1	29545.000	EA	29545.00
AFC2520MMLAOLBG	20 DI MJ RW OL GATE VLV L/A W/ BG	1	22800.000	EA	22800.00
AFC2518MMLAOLBG	18 DI MJ RW OL GATE VLV L/A W/ BG	1	21600.000	EA	21600.00
AFC2516MMLAOLBG	16 DI MJ RW OL GATE VLV L/A W/ BG	1	13100.000	EA	13100.00

	---> WITHOUT GEAR				
AFC2524MMLAOL	24 DI MJ RW OL GATE VLV L/A	1	27300.000	EA	27300.00
AFC2520MMLAOL	20 DI MJ RW OL GATE VLV L/A	1	20500.000	EA	20500.00
AFC2518MMLAOL	18 DI MJ RW OL GATE VLV L/A	1	19400.000	EA	19400.00
AFC2516MMLAOL	16 DI MJ RW OL GATE VLV L/A	1	10800.000	EA	10800.00

AFC2506MMLAOL	6 DI MJ RW OL GATE VLV L/A	1	1155.000	EA	1155.00
	SUBTOTAL				166200.00

	***** BUTTERFLY VLVS *****				
	---> AWWA C504 CLASS 150B				
HGHMLA24	24 MJ BFV L/A	1	5700.000	EA	5700.00
HGHMLA20	20 MJ BFV L/A	1	4100.000	EA	4100.00
HGHMLA18	18 MJ BFV L/A	1	3600.000	EA	3600.00
M45000116LAOL	16 MJ OL BFV L/A	1	3100.000	EA	3100.00
	SUBTOTAL				16500.00

	***** VALVE BOX *****				
D562SW	2PC SC CI VLV BX 27-37 WTR	1	265.000	EA	265.00
	SUBTOTAL				265.00

	***** ARV ASSY *****				
	NO DETAIL/SPEC:				
	NOT SURE IF SADDLE NEEDED				
	OR IF MAIN LINE TEE NEEDED				
	TEES QUOTED ABOVE COULD				

	24" SADDLE BELOW:				
F202B2580IP7	24X2 IP DBL STRP BRS SDL	1	710.000	EA	710.00
FFB17007NL	LF 2 MIP X FIP BALL CORP	1	377.000	EA	377.00
GBRINKU	LF 2X6 BRS NIP GBL	2	45.239	EA	90.48
FNWX420AK	LF 2 BRS 600# WOG THRD 2PC FP BV	1	205.000	EA	205.00
SP-GA945K	2 AIR RELEASE VLV	1	1645.000	EA	1645.00



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Reference No: B789271

Item	Description	Quantity	Net Price	UM	Total
E41384110	V1384-1 UND FRM	1	245.000	EA	245.00
E41384022	V1384 UND HL1 DANGER PER REQ	1	165.000	EA	165.00
	SUBTOTAL				3437.48

	***** FIRE HYD ASSY *****				
	NOTE SURE OF MAIN SIZE				
	TEES QUOTED ABOVE IN				
	MULTIPLE SIZES:				
	6" HYDRANT LEG BY ACIPCO:				
AFC2506MMLAOL	6 DI MJ RW OL GATE VLV L/A	1	1155.000	EA	1155.00
D562SW	2PC SC CI VLV BX 27-37 WTR	1	265.000	EA	265.00
SSLDEP6	6 DI MJ WDG REST GLND PK *ONELOK	3	57.000	EA	171.00
AFCB84BLAOLS	5-1/4 VO B84B HYD 5'0 OL L/A	1	4210.000	EA	4210.00
	SUBTOTAL				5801.00

	***** 16" MASTER MTR *****				
	2EA ASSEMBLIES				
	NO SPEC/DETAIL... QUOTING				
	PER CITY OF RALEIGH DETAIL				
	VAULT/HATCH BY OTHERS				
	METER AND METER STRAINER				
	BY CITY OF ASHEBORO???				
MJTLA16	16 MJ C153 TEE L/A	4	1245.000	EA	4980.00
MJ9LA16	16 MJ C153 90 BEND L/A	4	888.000	EA	3552.00
AFC2516MMLAOLBG	16 DI MJ RW OL GATE VLV L/A W/ BG	6	13100.000	EA	78600.00
D562SW	2PC SC CI VLV BX 27-37 WTR	6	265.000	EA	1590.00
SSLCEP16	16 PVC WDG REST GLND PK *ONELOK	32	335.000	EA	10720.00
FPP16U	16X6'0 FLGXPE CL BT DI SPL	4	2900.000	EA	11600.00
RFCA501174016000	16 FLG COUP ADPT 17.40	2	1985.000	EA	3970.00
FT16	16 DI 125# C110 FLG TEE	2	1889.000	EA	3778.00
TAPBF16K	16X2 DI C110 125# TAP BLND FLG	2	645.000	EA	1290.00
IBRLFCPLUGK	LF 2 BRS SQ HD CORED PLUG	2	22.000	EA	44.00
FNWNBGZ1RF816	16 ZN 150# RR FF 1/8 FLG PKG	8	164.000	EA	1312.00
	SUBTOTAL				121436.00

	***** DR9 IPS HDPE *****				
PEI9A1850	18X50 IPS DR9 HDPE PIPE	2000	6180.000	C	123600.00
PEI9A2450	24X50 IPS DR9 HDPE PIPE	2000	10810.000	C	216200.00
	SUBTOTAL				339800.00

	***** DR9 DIPS HDPE *****				
PED9A1850	18X50 DIPS DR9 HDPE PIPE	2000	7200.000	C	144000.00
PED9A2450	24X50 DIPS DR9 HDPE PIPE	2000	12520.000	C	250400.00
	SUBTOTAL				394400.00



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Fax: 919-465-7483

09:09:02 OCT 09 2024

Reference No: B789271

Item	Description	Quantity	Net Price	UM	Total

** MEGALUGS FOR DIP **					
SSLDEP20	20 DI MJ WDG REST GLND PK *ONELOK	1	437.000	EA	437.00
SSLDEP16	16 DI MJ WDG REST GLND PK *ONELOK	1	265.000	EA	265.00
SUBTOTAL					702.00

***** 8" MASTER MTR *****					
SAME AS NOTES ON ABOVE 16"					
METER ASSY:					
MJTLAX	8 MJ C153 TEE L/A	2	279.000	EA	558.00
MJ9LAX	8 MJ C153 90 BEND L/A	2	188.000	EA	376.00
AFC2508MMLAOL	8 DI MJ RW OL GATE VLV L/A	3	1720.000	EA	5160.00
D562SW	2PC SC CI VLV BX 27-37 WTR	3	265.000	EA	795.00
SSLCEP8	8 PVC WDG REST GLND PK *ONELOK	16	94.000	EA	1504.00
FPPXU	8X6"0 FLGXPE CL BT DI SPL	2	980.000	EA	1960.00
RFCA501090608000	8 FLG COUP ADPT 8.60-9.06	1	525.000	EA	525.00
FTX	8 DI 125# C110 FLG TEE	1	552.000	EA	552.00
TAPBFXK	8X2 DI C110 125# TAP BLND FLG	1	205.000	EA	205.00
IBRLFCPLUGK	LF 2 BRS SQ HD CORED PLUG	1	22.000	EA	22.00
FNWNBGZ1RF8X	8 ZN 150# RR FF 1/8 FLG PKG	4	28.000	EA	112.00
SUBTOTAL					11769.00

***** 8" RPZ ASSY *****					
MJ9LAX	8 MJ C153 90 BEND L/A	2	188.000	EA	376.00
F9X	8 DI 125# C110 FLG 90 BEND	2	369.000	EA	738.00
SSLCEP8	8 PVC WDG REST GLND PK *ONELOK	4	94.000	EA	376.00
FPPXU	8X6"0 FLGXPE CL BT DI SPL	2	980.000	EA	1960.00
FNWNBGZ1RF8X	8 ZN 150# RR FF 1/8 FLG PKG	4	28.000	EA	112.00
SOSY2	TAMPER SWCH F/ OS&Y VLV - 2SPDT	2	98.000	EA	196.00
GDATRF10	3/4X10 HDG ATR	40	5.000	FT	200.00
GHNH	3/4 GALV HVY HEX NUT	8	0.890	EA	7.12
GFSWF	3/4 GALV FLT STL WSHR	8	0.550	EA	4.40
PSPLEBF	3/4 PLN EYE BLT	8	5.000	EA	40.00
W375ASTOSYX	LF 8 SS RPZ W/ OS&Y	1	9400.000	EA	9400.00
BF112APDHP	112 F/GLS ENC F/ 8 HEAT	1	5340.000	EA	5340.00
SUBTOTAL					18749.52

** DR9 DIPS HDPE **					
PED9A2050	20X50 DIPS DR9 HDPE PIPE	50	15900.000	C	7950.00
--> MJ ADAPT					
TO TRANS FROM C900 TO HDPE					
PED9FMJA20	20 DIPS PC250 DR9 FAB MJ ADPT	2	1350.000	EA	2700.00
IMJGP20	20 MJ GLAND PK ACCY KIT C153	2	210.000	EA	420.00
FBG20	20 FB MJ C110 GLAND	2	665.000	EA	1330.00
SP-FISSI20	20 SSTL INSERT	2	775.000	EA	1550.00
SUBTOTAL					13950.00

** EXT STEM **					



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Fax: 919-465-7483

09:09:02 OCT 09 2024

Reference No: B789271

Item	Description	Quantity	Net Price	UM	Total
PS41105	5 FT GATE VLV STEM EXT	1	250.000	EA	250.00
	SUBTOTAL				250.00

	** HYDRANT EXT **				
AFCMK73U	6 HYD EXT 4-1/2 MK73 / 5-1/4 B84B	1	605.000	EA	605.00
AFCMK7312	12 HYD EXT 4-1/2 MK73 / 5-1/4 B84B	1	700.000	EA	700.00
AFCMK7318	18 HYD EXT 4-1/2 MK73 / 5-1/4 B84B	1	795.000	EA	795.00
AFCMK7324	24 HYD EXT 4-1/2 MK73 / 5-1/4 B84B	1	900.000	EA	900.00
AFCMK7330	30 HYD EXT 4-1/2 MK73 / 5-1/4 B84B	1	1020.000	EA	1020.00
AFCMK7336	36 HYD EXT 4-1/2 MK73 / 5-1/4 B84B	1	1130.000	EA	1130.00
	SUBTOTAL				5150.00

	** 12" METER ASSY **				
	QUOTED AS 1EA SETUP:				
MJTLA12	12 MJ C153 TEE L/A	2	555.000	EA	1110.00
MJ9LA12	12 MJ C153 90 BEND L/A	2	399.000	EA	798.00
AFC2512MMLAOL	12 DI MJ RW OL GATE VLV L/A	3	3400.000	EA	10200.00
D562SW	2PC SC CI VLV BX 27-37 WTR	3	265.000	EA	795.00
SSLCEP12	12 PVC WDG REST GLND PK *ONELOK	16	167.000	EA	2672.00
FPP12U	12X6'0 FLGXPE CL BT DI SPL	2	1700.000	EA	3400.00
RRFCA132000	12 FLG COUP ADPT 13.20	2	1100.000	EA	2200.00
FT12	12 DI 125# C110 FLG TEE	1	1215.000	EA	1215.00
TAPBF12K	12X2 DI C110 125# TAP BLND FLG	1	378.000	EA	378.00
IBRLFCPLUGK	LF 2 BRS SQ HD CORED PLUG	1	22.000	EA	22.00
FNWNBGZ1RF812	12 ZN 150# RR FF 1/8 FLG PKG	1	75.000	EA	75.00
	SUBTOTAL				22865.00

	** 12" RPZ **				
MJ9LA12	12 MJ C153 90 BEND L/A	2	399.000	EA	798.00
F912	12 DI 125# C110 FLG 90 BEND	2	762.000	EA	1524.00
SSLCEP12	12 PVC WDG REST GLND PK *ONELOK	4	167.000	EA	668.00
FPP12U	12X6'0 FLGXPE CL BT DI SPL	2	1700.000	EA	3400.00
FNWNBGZ1RF812	12 ZN 150# RR FF 1/8 FLG PKG	4	75.000	EA	300.00
SOSY2	TAMPER SWCH F/ OS&Y VLV - 2SPDT	2	98.000	EA	196.00
GDATRF10	3/4X10 HDG ATR	40	5.000	FT	200.00
GHNH	3/4 GALV HVY HEX NUT	8	0.890	EA	7.12
GFSWF	3/4 GALV FLT STL WSHR	8	0.550	EA	4.40
PSPLEBF	3/4 PLN EYE BLT	8	5.000	EA	40.00
A4ALF20H03	LF 12 RPZ OS&Y FXF 4ALF SS	1	22000.000	EA	22000.00
SP-STC1000T-ALHEAT	STC-1000AL ENCL. W/ HEAT	1	18200.000	EA	18200.00
	SUBTOTAL				47337.52

	** 6" METER ASSY **				
	QUOTED AS 1EA SETUP:				
MJTLAU	6 MJ C153 TEE L/A	2	188.000	EA	376.00
MJ9LAU	6 MJ C153 90 BEND L/A	2	130.000	EA	260.00
AFC2506MMLAOL	6 DI MJ RW OL GATE VLV L/A	3	1100.000	EA	3300.00
D562SW	2PC SC CI VLV BX 27-37 WTR	3	265.000	EA	795.00
SSLCEP6	6 PVC WDG REST GLND PK *ONELOK	16	69.000	EA	1104.00
FPPUU	6X6'0 FLGXPE CL BT DI SPL	2	765.000	EA	1530.00
RFCA501069106000	6 FLG COUP ADPT 6.60-6.91	1	400.000	EA	400.00

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Item	Description	Quantity	Net Price	UM	Total
FTU	6 DI 125# C110 FLG TEE	1	335.000	EA	335.00
TAPBFUK	6X2 DI C110 125# TAP BLND FLG	1	135.000	EA	135.00
IBRLFCPLUGK	LF 2 BRS SQ HD CORED PLUG	1	22.000	EA	22.00
FNWNBGZ1RF8U	6 ZN 150# RR FF 1/8 FLG SET	4	30.000	EA	120.00
	SUBTOTAL				8377.00

	** 6" RPZ ASSY **				
MJ9LAU	6 MJ C153 90 BEND L/A	2	130.000	EA	260.00
FTU	6 DI 125# C110 FLG TEE	2	330.000	EA	660.00
SSLCEP6	6 PVC WDG REST GLND PK *ONELOK	4	69.000	EA	276.00
FPPUU	6X6'0 FLGXPE CL BT DI SPL	2	765.000	EA	1530.00
FNWNBGZ1RF8U	6 ZN 150# RR FF 1/8 FLG SET	4	30.000	EA	120.00
SOSY2	TAMPER SWCH F/ OS&Y VLV - 2SPDT	2	98.000	EA	196.00
GDATRF10	3/4X10 HDG ATR	40	5.000	FT	200.00
GHNH	3/4 GALV HVY HEX NUT	8	0.890	EA	7.12
GFSWF	3/4 GALV FLT STL WSHR	8	0.550	EA	4.40
PSPLEBF	3/4 PLN EYE BLT	8	5.000	EA	40.00
W375ASTOSYU	LF 6 SS RPZ W/ OS&Y	1	5400.000	EA	5400.00
SP-SSTC400TAL	STC 400T-AL W/HEAT F/6" RPZ	1	5800.000	EA	5800.00
	SUBTOTAL				14493.52

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	** 24" ONELOK F/DIP **				
SSLDEP24	24 DI MJ WDG REST GLND PK *ONELOK	1	589.000	EA	589.00
	SUBTOTAL				589.00

	** 24X20 MJ RED **				
MJRLA2420	24X20 MJ C153 RED L/A	1	1358.000	EA	1358.00
	--> W/DIP ONELOK				
SSLDEP24	24 DI MJ WDG REST GLND PK *ONELOK	2	589.000	EA	1178.00
	SUBTOTAL				2536.00

	** 24X16 MJ TEE **				
MJTLA2416	24X16 MJ C153 TEE L/A	1	2225.000	EA	2225.00
	--> W/DIP ONELOKS				
SSLDEP24	24 DI MJ WDG REST GLND PK *ONELOK	2	589.000	EA	1178.00
SSLDEP16	16 DI MJ WDG REST GLND PK *ONELOK	1	265.000	EA	265.00
	SUBTOTAL				3668.00

MJRLA2016	20X16 MJ C153 RED L/A	1	665.000	EA	665.00
	SUBTOTAL				665.00

	***** 12" METER ASSY *****				
MJRLA1612	16X12 MJ C153 RED L/A	1	425.000	EA	425.00
MJRLA2012	20X12 MJ C153 RED L/A	1	728.000	EA	728.00



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Reference No: B789271

Item	Description	Quantity	Net Price	UM	Total
SSLDEP20	20 DI MJ WDG REST GLND PK *ONELOK	1	437.000	EA	437.00
SSLDEP12	12 DI MJ WDG REST GLND PK *ONELOK	2	148.000	EA	296.00
SSLDEP16	16 DI MJ WDG REST GLND PK *ONELOK	1	265.000	EA	265.00
FPP12U	12X6'0 FLGXPE CL BT DI SPL	1	1610.000	EA	1610.00
FPP1210	12X10'0 FLGXPE CL BT DI SPL	1	2600.000	EA	2600.00
FPP12U	12X6'0 FLGXPE CL BT DI SPL	1	1610.000	EA	1610.00
FFP12P	12X4'0 FLGXFLG CL BT DI SPL	1	1889.000	EA	1889.00
RFCA501135512000	12 FLG COUP ADPT 13.15-13.55	1	1100.000	EA	1100.00
SP-WFEMOBFV12	12 EMO WAFER BFV	1	0.000	EA	0.00
SP-PWCV12	12 WAFER CHECK VALVE	1	2365.000	EA	2365.00
F202B1438IP3	12X3/4 IP DBL STRP BRZ SDL DI/AC	1	289.000	EA	289.00
FF11003GNL	LF 3/4 MIP X CTS GJ CORP ST	1	54.000	EA	54.00
KSOFTF100	3/4 X 100 K SOFT COP TUBE	100	790.000	C	790.00
IBRLFTF	LF 3/4 BRS TEE	1	8.843	EA	8.84
FC8433GNL	LF 3/4 MIP X 3/4 CTS GJ COMP COUP	2	25.000	EA	50.00
SP-DPGA34	PRESSURE GAUGE ASSY PER SPEC	1	545.000	EA	545.00
SP-NEPTUNE12	12 NEPTUNE FLOW METER	1	22400.000	EA	22400.00
FNWNBGZ1RF812	12 ZN 150# RR FF 1/8 FLG PKG	6	75.000	EA	450.00
	SUBTOTAL				37911.84

	** 20X6 MJ TEE **				
MJTLA20U	20X6 MJ C153 TEE L/A	1	1260.000	EA	1260.00
SSLDEP20	20 DI MJ WDG REST GLND PK *ONELOK	2	437.000	EA	874.00
SSLDEP6	6 DI MJ WDG REST GLND PK *ONELOK	1	57.000	EA	57.00
	SUBTOTAL				2191.00

	** 20X8 MJ TEE **				
MJTLA20X	20X8 MJ C153 TEE L/A	1	1289.000	EA	1289.00
SSLDEP20	20 DI MJ WDG REST GLND PK *ONELOK	2	437.000	EA	874.00
SSLDEP8	8 DI MJ WDG REST GLND PK *ONELOK	1	78.000	EA	78.00
	SUBTOTAL				2241.00

	** 20X12 MJ TEE **				
MJTLA2012	20X12 MJ C153 TEE L/A	1	1598.000	EA	1598.00
SSLDEP20	20 DI MJ WDG REST GLND PK *ONELOK	2	437.000	EA	874.00
SSLDEP12	12 DI MJ WDG REST GLND PK *ONELOK	1	148.000	EA	148.00
	SUBTOTAL				2620.00

	** 6 MJ PLUG **				
MJSPU	6 MJ C153 SLD PLUG	1	69.000	EA	69.00
IMJBGPU	6 MJ C153 BLT GSKT PK L/ GLAND	1	24.000	EA	24.00
	SUBTOTAL				93.00

	** 8 MJ PLUG **				
MJSPX	8 MJ C153 SLD PLUG	1	103.000	EA	103.00
IMJBGPX	8 MJ C153 BLT GSKT PK L/ GLAND	1	26.000	EA	26.00
	SUBTOTAL				129.00

	** 12 MJ PLUG **				
MJSP12	12 MJ C153 SLD PLUG	1	177.000	EA	177.00
IMJBGP12	12 MJ C153 BLT GSKT PK L/ GLAND	1	67.000	EA	67.00
	SUBTOTAL				244.00

	** 6 GV&B **				
AFC2506MMLAOL	6 DI MJ RW OL GATE VLV L/A	1	1155.000	EA	1155.00
SSLDEP6	6 DI MJ WDG REST GLND PK *ONELOK	2	57.000	EA	114.00
D562SW	2PC SC CI VLV BX 27-37 WTR	1	265.000	EA	265.00
	SUBTOTAL				1534.00



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Reference No: B789271

Item	Description	Quantity	Net Price	UM	Total

** 8 GV&B **					
AFC2508MMLAOL	8 DI MJ RW OL GATE VLV L/A	1	1720.000	EA	1720.00
SSLDEP8	8 DI MJ WDG REST GLND PK *ONELOK	2	78.000	EA	156.00
D562SW	2PC SC CI VLV BX 27-37 WTR	1	265.000	EA	265.00
	SUBTOTAL				2141.00

** 12 GV&B **					
AFC2512MMLAOL	12 DI MJ RW OL GATE VLV L/A	1	3400.000	EA	3400.00
SSLDEP12	12 DI MJ WDG REST GLND PK *ONELOK	2	148.000	EA	296.00
D562SW	2PC SC CI VLV BX 27-37 WTR	1	265.000	EA	265.00
	SUBTOTAL				3961.00

** 20X2 ARV ASSY **					
F202B2220IP7	20X2 IP DBL STRP BRS SDL	1	589.000	EA	589.00
FFB17007NL	LF 2 MIP X FIP BALL CORP	1	352.000	EA	352.00
IBRLFS9K	LF 2 BRS ST 90 ELL	1	54.000	EA	54.00
FC8477GNL	LF 2 MIP X CTS GRIP COMP COUP	1	112.000	EA	112.00
PSISCK	2 CTS OR 1-1/2 IPS SS INS STFNR PE	2	3.000	EA	6.00
AX42250100	2X100 CTS 250 PSI NSF BLUE	100	2.450	FT	245.00
FB41777WGNL	LF 2 CTS GRIP X FIP BALL CURB	1	425.000	EA	425.00
FEA2304018R	3 ARCH CURB BX W/ 18 ROD PLUG LID	1	165.000	EA	165.00
GBRKN12	LF 2X12 BRS NIP GBL	2	75.000	EA	150.00
IBRLF9K	LF 2 BRS 90 ELL	1	39.000	EA	39.00
SP-V02WTR25TCS4A	2 ARV F/WATER	1	1954.000	EA	1954.00
E41384110	V1384-1 UND FRM	1	245.000	EA	245.00
E41384021	V1384 UND HL1 DANGER PER REQ	1	155.000	EA	155.00
SS9202	2 ADJ PIPE SDL SUPP	1	265.000	EA	265.00
	SUBTOTAL				4756.00

** 24X20 MJ RED **					
MJRLA2420	24X20 MJ C153 RED L/A	1	1389.000	EA	1389.00
SSLCEP24	24 PVC WDG REST GLND PK *ONELOK	1	579.000	EA	579.00
SSLCEP20	20 PVC WDG REST GLND PK *ONELOK	1	497.000	EA	497.00
	SUBTOTAL				2465.00

** 24X8 MJ TEE **					
MJTLA24X	24X8 MJ C153 TEE L/A	1	1548.000	EA	1548.00
SSLCEP24	24 PVC WDG REST GLND PK *ONELOK	2	579.000	EA	1158.00
SSLCEP8	8 PVC WDG REST GLND PK *ONELOK	1	94.000	EA	94.00
	SUBTOTAL				2800.00

Net Total: \$60641394.88
Tax: \$5215159.90
Freight: \$0.00
Total: \$65856554.78



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Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

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SCHEDULE OF VALUES

GCI ITEM #	BID ITEM #	SIZE	Phase 4 - 75% GMP	QUANTITY	UNIT	UNIT PRICE	EXTENSION
10			Mobilization 5%	1.0	Lump Sum	\$ 646,500.00	\$ 646,500.00
20			Clearing & Grubbing	10.0	Acres	\$ 30,000.00	\$ 300,000.00
30			Site Restoration	24,997.0	Linear Feet	\$ 8.50	\$ 212,474.50
40			Erosion and Sediment Control	1.0	Lump Sum	\$ 240,000.00	\$ 240,000.00
60			20" DIP Waterline	24,997.0	Linear Feet	\$ 335.00	\$ 8,373,995.00
80			20" Fittings	47.0	Each	\$ 4,200.00	\$ 197,400.00
100			36" Jack & Bore (20" Carrier)	540.0	Linear Feet	\$ 2,886.00	\$ 1,558,440.00
130			Wetland /Creek Crossings	7.0	Each	\$ 5,300.00	\$ 37,100.00
150			20" Butterfly Valve w/ Valve Box	9.0	Each	\$ 8,800.00	\$ 79,200.00
160			Hydrant Assemblies / Blow Off Hydrants	13.0	Each	\$ 15,000.00	\$ 195,000.00
170			Automatic ARV	3.0	Each	\$ 21,000.00	\$ 63,000.00
180			Rock Excavation	2,000.0	Cubic Yards	\$ 314.00	\$ 628,000.00
190			Asphalt Roadway Repair	80.0	Square Yards	\$ 1,000.00	\$ 80,000.00
210			Gravel Driveway Repair 8" ABC	282.0	Square Yards	\$ 164.00	\$ 46,248.00
230			Asphalt Driveway Repair	15.0	Square Yards	\$ 1,632.00	\$ 24,480.00
240			Traffic Control	1.0	Lump Sum	\$ 99,000.00	\$ 99,000.00
280			12" Meter Vault @ Chatham County Line	1.0	Eack	\$ 93,750.00	\$ 93,750.00
310			42" Casing installed by open cut	160.0	Linear Feet	\$ 627.00	\$ 100,320.00
320			24" Adder Randolph County	200.0	Linear Feet	\$ 89.00	\$ 17,800.00
330							\$ -
Confidential Information not to be shared							\$ 12,992,707.50

ESTIMATE

SORT	HIDE (unfilter "Hide" to hide unused items)	GCI ITEM	BID ITEM	TYPE	COST CODE	DESCRIPTION	VENDOR	TYPE	SIZE	DESCRIPTION	QUANTITY PER INSTALL	INSTALL MEASURE	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	TAX	DBE MBE WBE SBA	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL	TOTAL TAX INCLUDED
2		10	0						0	Mobilization 5%			1		Lump Sum						\$ 763,152.93	
4		10	0			Garney		Crew		Pipe Crew 2	5.0	Shifts	1.00	5.00	Shifts				\$ 9,739.16	\$ 48,847.44		\$ 152
9		10	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		1.00	1.00	Lump Sum				\$ -	\$ -		\$ -
10		10	0				Luck Stone	Material		Stone laydown Yard	1		1,900.00	1,900.00	Tons	Yes			\$ 37.50	\$ 76,237.50		\$ 4,988
11		10	0				Luck Stone	Material		Screenings for roads	1		1,000.00	1,000.00	Tons	Yes			\$ 30.00	\$ 32,100.00		\$ 2,100
11		10	0					Material		Yard Rental	1		14.25	14.25	Months	Yes			\$ 2,000.00	\$ 30,501.11		\$ 1,995
11		10	0					Material		PVC for Bends/ Asbuilts	1		1.00	1.00	Lump Sum	Yes			\$ 3,500.00	\$ 3,745.00		\$ 245
11		10	0					Material		Bonds & Insurance (2.5% Contract Cost)	1		1.00	1.00	Lump Sum	Yes			\$ 228,234.00	\$ 244,210.38		\$ 15,976
15		10	0				B Brown	Subcontract		Schedule Sub	1		1.00	1.00	Lump Sum				\$ 16,666.00	\$ 16,666.00		\$ -
15		10	0				Caviness	Subcontract		Haul Off Screenings	1		1,026.00	1,026.00	Cubic Yards				\$ 18.50	\$ 18,981.00		\$ -
15		10	0					Subcontract		Line Drilling	1		24,997.00	24,997.00	Lump Sum				\$ 3.50	\$ 87,489.50		\$ -
15		10	0				Hydro Vac	Subcontract		Hydo Vac	8		50.00	400.00	Hours				\$ 262.00	\$ 104,800.00		\$ -
15		10	0					Subcontract		Lowboys	1		1.00	1.00	Lump Sum				\$ 24,500.00	\$ 24,500.00		\$ -
15		10	0				DZT	Subcontract		Asbuilts	1		1.00	1.00	Lump Sum				\$ 8,000.00	\$ 8,000.00		\$ -
15		10	0				DZT	Subcontract		Survey Layout	1		1.00	1.00	Lump Sum				\$ 39,000.00	\$ 39,000.00		\$ -
16		10	0					Subcontract		Survey / JB Wetland Hydrants	1		1.00	1.00	Lump Sum				\$ 4,950.00	\$ 4,950.00		\$ -
17		10	0				Caviness	Subcontract		Haul Off Yard Stone	1		1,250.00	1,250.00	Lump Sum				\$ 18.50	\$ 23,125.00		\$ -
18		20	0						0	Clearing & Grubbing			10		Acres						\$ 272,656.72	
20		20	0			Garney	Load Out Stumps	Crew		Rock Removal Crew	7.0	Shifts	10.00	7.00	Shifts				\$ 3,172.56	\$ 22,656.72		\$ 449
25		20	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		2.00	2.00	Lump Sum				\$ -	\$ -		\$ -
31		20	0					Subcontract		Clearing Sub	1		1.00	1.00	LS				\$ 200,000.00	\$ 200,000.00		\$ -
32		20	0				NGE	Subcontract		Misc Bucket Work	1		1.00	1.00	Lump Sum				\$ 33,000.00	\$ 33,000.00		\$ -
33		20	0					Subcontract		Haul off of Stumps	1		1.00	1.00	Lump Sum				\$ 17,000.00	\$ 17,000.00		\$ -
34		30	0						0	Site Restoration			24,997		Linear Feet						\$ 113,123.68	
36		30	0			Garney		Crew		Pipe Crew 2	3,500.0	Units Per Shift	24,997.00	7.14	Shifts				\$ 9,739.16	\$ 69,773.68		\$ 217
41		30	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		3.00	3.00	Lump Sum				\$ -	\$ -		\$ -
47		30	0				Soggy Bottom	Subcontract		Temp Seeding	1		8.50	8.50	Linear Feet				\$ 1,700.00	\$ 14,450.00		\$ -
48		30	0				Soggy Bottom	Subcontract		Perm Seeding	1		17.00	17.00	Linear Feet				\$ 1,700.00	\$ 28,900.00		\$ -
50		40	0						0	Erosion and Sediment Control			1		Lump Sum						\$ 165,876.92	
52		40	0			Garney		Crew		Pipe Crew 2	2.0	Shifts	1.00	2.00	Shifts				\$ 9,739.16	\$ 19,538.98		\$ 61
53		40	0			Garney	Construction Ent.	Crew		Pipe Crew 2	4.0	Shifts	1.00	4.00	Shifts				\$ 9,739.16	\$ 39,077.95		\$ 121
57		40	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		4.00	4.00	Lump Sum				\$ -	\$ -		\$ -
58		40	0				Luck Stone	Material		Surge Stone (construction Entrance)	37		8.00	296.00	Tons	Yes			\$ 37.50	\$ 11,877.00		\$ 777
58		40	0				Luck Stone	Material		57 Stone (silt Fence)	0.2		89.00	17.80	Tons	Yes			\$ 35.00	\$ 666.61		\$ 44
59		40	0				Soggy Bottom	Subcontract		Silt Fence (removal)	1.05		26,758.00	28,095.90	Linear Feet				\$ 3.00	\$ 84,287.70		\$ -
60		40	0				luck Stone	Material		Inlet Protection Stone	0.1		12.00	1.20	Tons	Yes			\$ 34.00	\$ 43.66		\$ 3
61		40	0				Soggy Bottom	Subcontract		Straw Wattle	1		13.00		Each				\$ 65.00	\$ 845.00		\$ -
62		40	0				luck Stone	Material		Temp Rock Check Dam (class B Rip Rap)	0.3		22.00	6.60	Tons	Yes			\$ 38.00	\$ 268.36		\$ 18
62		40	0				Luck Stone	Material		Temp Rock Check Dam (57 Stone)	0.2		22.00	4.40	Tons	Yes			\$ 34.00	\$ 160.07		\$ 10
63		40	0				Soggy Bottom	Subcontract		Inlet Protection	1		12.00	12.00	Lump Sum				\$ 95.00	\$ 1,140.00		\$ -
64		40	0				Soggy Bottom	Subcontract		Siltfence Outlet	1		89.00	89.00	Lump Sum				\$ 85.00	\$ 7,565.00		\$ -
65		40	0				Luck Stone	Material		Culvert Protection (class B RR)	1		10.00	10.00	Tons	Yes			\$ 38.00	\$ 406.60		\$ 27
82		60	0						0	20" DIP Waterline			24,997		Linear Feet						\$ 5,482,529.13	
84		60	0			Garney		Crew	lay	Pipe Crew 2	120.0	Units Per Shift	24,997.00	208.31	Shifts				\$ 9,739.16	\$ 2,035,065.79		\$ 6,318
85		60	0			Garney		Crew	string	Pipe Crew 2	4,600.0	Units Per Shift	24,997.00	5.43	Shifts				\$ 9,739.16	\$ 53,088.67		\$ 165
86		60	0			Garney		Crew	test	Pipe Crew 2	5.0	Shifts	24,997.00	5.00	Shifts				\$ 9,739.16	\$ 48,847.44		\$ 152
89		60	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		6.00	6.00	Lump Sum				\$ -	\$ 21,481.32		\$ 1,405
90		60	0				American	Pipe		20" DIP Fast class 250	1		24,997.00	24,997.00	Linear Feet	Yes			\$ 112.42	\$ 3,006,874.13		\$ 196,711
91		60	0				American	Pipe	5196 LF RJ	20" Amerillo Gripper Gasket	1		260.00	260.00	Each	Yes			\$ 610.29	\$ 169,782.68		\$ 11,107
92		60	0				Luck Stone	Material		57 Stone Bedding (rock only) 6" Below	0.14		6,000.00	829.63	Tons	Yes			\$ 35.00	\$ 31,069.63		\$ 2,033
93		60	0				Ferguson	Material		Marker Tape	1.1		24,997.00	27,496.70	Linear Feet	Yes			\$ 0.08	\$ 2,353.72		\$ 154
95		60	0				Caviness	Subcontract		Pipe Displacement	0.08		24,997.00	2,020.08	Cubic Yards				\$ 18.50	\$ 37,371.42		\$ -
96		60	0				Caviness	Subcontract		Stone Displacement	0.09		24,997.00	2,160.23	Cubic Yards				\$ 18.50	\$ 39,964.34		\$ -
97		60	0				Caviness	Subcontract		Hourly Trucking	1		333.00	333.00	Hours				\$ 110.00	\$ 36,630.00		\$ -
114		80	0						0	20" Fittings			47		Each						\$ 141,976.91	
116		80	0			Garney		Crew		Pipe Crew 2	10.0	Units Per Shift	47.00	4.70	Shifts				\$ 9,739.16	\$ 45,916.59		\$ 143
121		80	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		8.00	8.00	Lump Sum				\$ -	\$ -		\$ -
123		80	0				Ferguson	Material	Horiz.	20" 11.25 Bend	1		5.00	5.00	Each	Yes			\$ 989.00	\$ 5,291.15		\$ 346
125		80	0				Ferguson	Material	Horiz.	20" 45 Bend	1		2.00	2.00	Each	Yes			\$ 1,002.00	\$ 2,144.28		\$ 140
126		80	0				Ferguson	Material	Horiz.	90 Bend	1		2.00	2.00	Each	Yes			\$ 2,294.00	\$ 4,909.16		\$ 321
127		80	0				Ferguson	Material	Vert	20" 11.25 Bend	1		10.00	10.00	Each	Yes			\$ 989.00	\$ 10,582.30		\$ 692
127		80	0				Ferguson	Material	Vert	20" 22.5 Bend	1		4.00	4.00	Each	Yes			\$ 1,048.00	\$ 4,485.44		\$ 293
128		80	0				Ferguson	Material	Vert	20" 45 Bend	1		18.00	18.00	Each	Yes			\$ 1,002.00	\$ 19,298.52		\$ 1,263
129		80	0				Ferguson	Material		20" Sleeve	1		5.00	5.00	Each	Yes			\$ 910.00	\$ 4,868.50		\$ 319
129		80	0				Ferguson	Material		20" Mega Lugs	1		93.00	93.00	Each	Yes			\$ 437.00	\$ 43,485.87		\$ 2,845
129		80	0				Ferguson	Material		20 x 16 Reducer	1		1.00	1.00	Each	Yes			\$ 665.00	\$ 711.55		\$ 47
129		80	0				Ferguson	Material		16" Mega Lugs	1		1.00	1.00	Each	Yes			\$ 265.00	\$ 283.55		\$ 19
146		100	0						0	36" Jack & Bore (20" Carrier)			540		Linear Feet						\$ 1,516,008.62	
147		100	Notes:			Carrier pipe in pipe bid item																
148		100	0			Garney		Crew		Pipe Crew 2	2.0	Shifts	540.00	2.00	Shifts				\$ 9,739.16	\$ 19,538.98		\$ 61
153		100	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		10.00	10.00	Lump Sum				\$ -	\$ -		\$ -
154		100	0				American	Pipe		20" Amerillo Gripper Gasket	1		28.00	28.00	Each	Yes			\$ 610.29	\$ 18,284.29		\$ 1,196
155		100	0				Ferguson	Material		20" sleeves	1		2.00	2.00	Each	Yes			\$ 910.00	\$ 1,947.40		\$ 127
156		100	0				Ferguson	Material		20" Mega Lugs	1		4.00	4.00	Linear Feet	Yes			\$ 437.00	\$ 1,870.36		\$ 122
157		100	0				Ferguson	Material		EndSeals	2		5.00	10.00	Linear Feet	Yes			\$ 268.00	\$ 2,867.60		\$ 188
159		100	0				BRS	Subcontract		Jack & Bore Sub	1		540.00	540.00	Linear Feet				\$ 2,725.00	\$ 1,475,500.00		\$ -
160		130	0						0	Wetland /Creek Crossings			7		Each						\$ 24,649.49	

SORT	HIDE (unfilter "Hide" to hide unused items)	GCI ITEM	BID ITEM	TYPE	COST CODE	DESCRIPTION	VENDOR	TYPE	SIZE	DESCRIPTION	QUANTITY PER INSTALL	INSTALL MEASURE	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	TAX	OBE MBE WBE SBA	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL	TOTAL TAX INCLUDED
196		130	0			Garney		Crew		Pipe Crew 2	1.0	Shifts	7.00	1.00	Shifts				\$ 9,739.16	\$ 9,769.49		\$ 30
201		130	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		13.00	13.00	Lump Sum				\$ -	\$ -		\$ -
206		130	0				Soggy Bottom	Subcontract		Wetland seeding	1		4.00	4.00	Each				\$ 3,720.00	\$ 14,880.00		\$ -
226		150	0						0	20" Butterfly Valve w/ Valve Box			9		Each						\$ 64,824.30	
228		150	0			Garney		Crew		Pipe Crew 2	8.0	Units Per Shift	9.00	1.13	Shifts				\$ 9,739.16	\$ 10,990.67		\$ 34
233		150	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		15.00	15.00	Lump Sum				\$ -	\$ -		\$ -
235		150	0				Ferguson	Material		20" Butterfly Valve	1		9.00	9.00	Each	Yes			\$ 4,100.00	\$ 39,483.00		\$ 2,583
236		150	0				Ferguson	Material		20" Mega Lugs	2		9.00	18.00	Each	Yes			\$ 437.00	\$ 8,416.62		\$ 551
237		150	0				Ferguson	Material		Valve Box	1		9.00	9.00	Each	Yes			\$ 265.00	\$ 2,551.95		\$ 167
238		150	0				Ferguson	Material		Concrete Ring	1		9.00	9.00	Each	Yes			\$ 50.00	\$ 481.50		\$ 32
239		150	0					Material		Concrete Block or Pad	1		9.00	9.00	Each	Yes			\$ 1.20	\$ 11.56		\$ 1
240		150	0				Ferguson	Material		Valve Extension	1		9.00	9.00	Each	Yes			\$ 250.00	\$ 2,407.50		\$ 158
241		150	0					Material		Valve Marker	1		9.00	9.00	Each	Yes			\$ 50.00	\$ 481.50		\$ 32
242		160	0						0	Hydrant Assemblies / Blow Off Hydrants			13		Each						\$ 141,173.34	
244		160	0			Garney		Crew		Pipe Crew 2	3.0	Units Per Shift	13.00	4.33	Shifts				\$ 9,739.16	\$ 42,334.45		\$ 131
249		160	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		16.00	16.00	Lump Sum				\$ -	\$ -		\$ -
250		160	0				American	Pipe		6" DIP	20		13.00	260.00	Each	Yes			\$ 20.00	\$ 5,564.00		\$ 364
251		160	0				Ferguson	Material		5' Bury 5 - 1/4 VO B848 Hydrant	1		13.00	13.00	Each	Yes			\$ 4,210.00	\$ 58,561.10		\$ 3,831
252		160	0				Ferguson	Material		6" Gate Valve	1		13.00	13.00	Each	Yes			\$ 1,155.00	\$ 16,066.05		\$ 1,051
253		160	0				Ferguson	Material		Valve Box	1		13.00	13.00	Each	Yes			\$ 265.00	\$ 3,686.15		\$ 241
254		160	0				Ferguson	Material		6" mega Lugs	3		13.00	39.00	Each	Yes			\$ 57.00	\$ 2,378.61		\$ 156
255		160	0				Ferguson	Material		Concrete Ring	1		13.00	13.00	Each	Yes			\$ 50.00	\$ 695.50		\$ 46
255		160	0					Material		Brick or Block	1		13.00	13.00	Each	Yes			\$ 1.20	\$ 16.69		\$ 1
255		160	0				Luck Stone	Material		57 Stone	0.1		13.00	1.30	Each	Yes			\$ 34.00	\$ 47.29		\$ 3
255		160	0					Material		3000 PSI Concrete	1		13.00	13.00	Each	Yes			\$ 150.00	\$ 2,086.50		\$ 137
256		160	0				Ferguson	Material		1' Hydrant Extension	1		13.00	13.00	Each	Yes			\$ 700.00	\$ 9,737.00		\$ 637
258		170	0						0	Automatic ARV			3		Each						\$ 38,525.74	
260		170	0			Garney		Crew		Pipe Crew 2	2.0	Shifts	3.00	2.00	Shifts				\$ 9,739.16	\$ 19,538.98		\$ 61
265		170	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		17.00	17.00	Lump Sum				\$ -	\$ -		\$ -
268		170	0					Material		2" Curb Stop w/ Rod	1		3.00	3.00	Each	Yes			\$ 591.00	\$ 1,897.11		\$ 124
267		170	0				Precast Solutions	Material		AR Vault / w Ring & Cover	1		3.00	3.00	Each	Yes			\$ 1,550.00	\$ 4,975.50		\$ 326
268		170	0					Material		20 x 2 Saddle	1		3.00	3.00	Each	Yes			\$ 589.00	\$ 1,890.69		\$ 124
269		170	0					Material		2" Poly	1		3.00	3.00	Each	Yes			\$ 2.45	\$ 7.86		\$ 1
269		170	0					Material		2"Corp	1		3.00	3.00	Each	Yes			\$ 352.00	\$ 1,129.92		\$ 74
269		170	0					Material		2" Brass 90	1		3.00	3.00	Each	Yes			\$ 54.00	\$ 173.34		\$ 11
269		170	0					Material		2" Vent tech ARV	1		3.00	3.00	Each	Yes			\$ 1,954.00	\$ 6,272.34		\$ 410
270		170	0					Material		Signs w frame	1		3.00	3.00	Each	Yes			\$ 400.00	\$ 1,284.00		\$ 84
271		170	0					Subcontract		Compession Coupling	1		3.00	3.00	Each				\$ 112.00	\$ 336.00		\$ -
271		170	0					Subcontract		2 x 12 Brass Nipple	1		3.00	3.00	Each				\$ 75.00	\$ 225.00		\$ -
271		170	0					Subcontract		Pipe Support	1		3.00	3.00	Each				\$ 265.00	\$ 795.00		\$ -
274		180	0						0	Rock Excavation			2,000		Cubic Yards						\$ 306,633.97	
276		180	0			Garney		Crew		Rock Removal Crew	25.0	Units Per Shift	2,000.00	80.00	Shifts				\$ 3,172.56	\$ 258,933.97		\$ 5,129
281		180	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		18.00	18.00	Lump Sum				\$ -	\$ -		\$ -
283		180	0					Material		Bits	1		1.00	1.00	Lump Sum	Yes			\$ 10,000.00	\$ 10,700.00		\$ 700
287		180	0					Subcontract		Displacement	1		2,000.00	2,000.00	Cubic Yards				\$ 18.50	\$ 37,000.00		\$ -
296		190	0						0	Asphalt Roadway Repair			80		Square Yards						\$ 72,178.21	
293		190	0			Garney		Crew		Rock Removal Crew	2.0	Shifts	80.00	2.00	Shifts				\$ 3,172.56	\$ 6,473.35		\$ 128
297		190	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		19.00	19.00	Lump Sum				\$ -	\$ -		\$ -
299		190	0				Luck Stone	Material		12" ABC	1		43.00	43.00	Tons	Yes			\$ 26.00	\$ 1,196.26		\$ 78
301		190	0					Material		Dispalcement of asphalt	1		80.00	80.00	Square Yards	Yes			\$ 18.50	\$ 1,583.60		\$ 104
302		190	0				Raleigh Paving	Material		Mobilizations	1		3.00	3.00	Each	Yes			\$ 2,500.00	\$ 8,025.00		\$ 525
303		190	0				Raleigh Paving	Subcontract		Excavate Trench	1		80.00	80.00	Square Yards				\$ 43.00	\$ 3,440.00		\$ -
304		190	0				Raleigh Paving	Subcontract		Asphalt Patch	1		80.00	80.00	Square Yards				\$ 110.00	\$ 8,800.00		\$ -
304		190	0				Raleigh Paving	Subcontract		HWY 64 Bulb Out	1		50.00	50.00	Square Yards				\$ 200.00	\$ 10,000.00		\$ -
305		190	0				Raleigh Paving	Subcontract		Striping	1		1.00	1.00	lump sum				\$ 4,000.00	\$ 4,000.00		\$ -
305		190	0				Raleigh Paving	Subcontract		Excavate Bulb Out	1		50.00	50.00	Square Yards				\$ 90.00	\$ 4,500.00		\$ -
305		190	0				Raleigh Paving	Subcontract		Mill and Overlay Bulb Out	1		755.00	755.00	Square Yards				\$ 32.00	\$ 24,160.00		\$ -
322		210	0						0	Gravel Driveway Repair 8" ABC			282		Square Yards						\$ 21,653.30	
324		210	0			Garney		Crew		Pipe Crew 2	2.0	Shifts	282.00	2.00	Shifts				\$ 9,739.16	\$ 19,538.98		\$ 61
329		210	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		21.00	21.00	Lump Sum				\$ -	\$ -		\$ -
331		210	0				Luck Stone	Material		8" ABC Stone	1		76.00	76.00	Tons	Yes			\$ 26.00	\$ 2,114.32		\$ 138
354		230	0						0	Asphalt Driveway Repair			15		Square Yards						\$ 12,395.02	
356		230	0			Garney		Crew		Rock Removal Crew	3.0	Shifts	15.00	3.00	Shifts				\$ 3,172.56	\$ 9,710.02		\$ 192
361		230	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		23.00	23.00	Lump Sum				\$ -	\$ -		\$ -
367		230	0				Luck Stone	Subcontract		ABC Stone	1		15.00	15.00	Tons				\$ 26.00	\$ 390.00		\$ -
368		230	0					Subcontract		Asphalt Trench	1		15.00	15.00	Square Yards				\$ 110.00	\$ 1,650.00		\$ -
369		230	0					Subcontract		Excavate Trech	1		15.00	15.00	Square Yards				\$ 43.00	\$ 645.00		\$ -
370		240	0						0	Traffic Control			1		Lump Sum						\$ 59,366.75	
372		240	0			Garney		MOT Set up Taki		Rock Removal Crew	10.0	Shifts	1.00	10.00	Shifts				\$ 3,172.56	\$ 32,366.75		\$ 641
377		240	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		24.00	24.00	Lump Sum				\$ -	\$ -		\$ -
383		240	0				Branz	Subcontract		Daily Flagging / Lane Closure	1		10.00	10.00	Lump Sum				\$ 2,700.00	\$ 27,000.00		\$ -
434		280	0						0	12" Meter Vault @ Chatham County Line			1		Eack						\$ 68,091.13	
436		280	0			Garney		Crew		Pipe Crew 2	2.0	Shifts	1.00	2.00	Shifts				\$ 9,739.16	\$ 19,538.98		\$ 61
441		280	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		28.00	28.00	Lump Sum				\$ -	\$ -		\$ -
443		280	0				Precast Solutions	Material		Vault	1		1.00	1.00	Eack	Yes			\$ 9,895.00	\$ 10,587.65		\$ 693
444		280	0				Ferguson	Material		12" Wafer Check	1		1.00	1.00	Eack	Yes			\$ 2,365.00	\$ 2,530.55		\$ 166
445		280	0				Ferguson	Material		20 x 12 Reducer	1		1.00	1.00	Eack	Yes			\$ 728.00	\$ 778.96		\$ 51

ESTIMATE

Sort	Hide (unfilter "hide" to hide unused items)	GC Item	BID Item	Type	Cost Code	Description	Vendor	Type	Size	Description	Quantity per Install	Install Measure	BID Item Installs	Total BID Item Installs	Unit	Tax	DBE MBE WBE SBA	Plug	Unit Cost	Line Item Total	BID Item Total	Total Tax Included
446		280	0					Material		20" Mega Lug	1		1.00	1.00	Eack	Yes			\$ 437.00	\$ 467.59		\$ 31
446		280	0					Material		12" Mega Lug	1		3.00	3.00	Eack	Yes			\$ 148.00	\$ 475.08		\$ 31
446		280	0					Material		12 x 6' FLG x PE	1		2.00	2.00	Eack	Yes			\$ 1,610.00	\$ 3,445.40		\$ 225
446		280	0					Material		12 x 10' FLG x PE	1		1.00	1.00	Eack	Yes			\$ 2,600.00	\$ 2,782.00		\$ 182
446		280	0					Material		12" Flg coupling adapter	1		1.00	1.00	Eack	Yes			\$ 1,100.00	\$ 1,177.00		\$ 77
446		280	0					Material		12 x 3/4" Dbl Strap Saddle	1		1.00	1.00	Eack	Yes			\$ 289.00	\$ 309.23		\$ 20
446		280	0					Material		3/4" Corp	1		1.00	1.00	Eack	Yes			\$ 54.00	\$ 57.78		\$ 4
446		280	0					Material		3/4" Copper	1		100.00	100.00	Eack	Yes			\$ 7.90	\$ 845.30		\$ 55
446		280	0					Material		3/4" Brass Tee	1		1.00	1.00	Eack	Yes			\$ 8.84	\$ 9.46		\$ 1
446		280	0					Material		3/4" Comp Coupling	1		2.00	2.00	Eack	Yes			\$ 25.00	\$ 53.50		\$ 4
447		280	0					Material		Pressure Gauge	1		1.00	1.00	Eack	Yes			\$ 545.00	\$ 583.15		\$ 38
448		280	0					Material		12" Neptune Meter	1		1.00	1.00	Eack	Yes			\$ 22,400.00	\$ 23,968.00		\$ 1,568
448		280	0					Material		12" Zn Flange Pack	1		6.00	6.00	Eack	Yes			\$ 75.00	\$ 481.50		\$ 32
482		310	0						0	42" Casing installed by open cut			160		Linear Feet						\$ 88,039.67	
484		310	0			Garney		Crew	Tie into	Pipe Crew 2	1.0	Shifts	160.00	1.00	Shifts				\$ 9,739.16	\$ 9,769.49		\$ 30
489		310	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		31.00	31.00	Lump Sum				\$ -	\$ -		\$ -
491		310	0				Young	Material		42 x 20 Spider	1		16.00	16.00	Each	Yes			\$ 275.50	\$ 4,716.56		\$ 309
493		310	0				Ferguson	Material		Casing End Seals	1		2.00	2.00	Each	Yes			\$ 258.70	\$ 553.62		\$ 36
495		310	0				Garney MJ	Subcontract		Casing Install	1		160.00	160.00	Linear Feet				\$ 456.25	\$ 73,000.00		\$ -
499		320	0						0	24" Adder Randolph County			200		Linear Feet						\$ 18,191.52	
500		320	0			Garney	Rock Removal	Crew		Pipe Crew 2	25.0	Units Per Shift	13.00	0.52	Shifts				\$ 9,739.16	\$ 5,080.13		\$ 16
505		320	0	R		Rental		Rental		Total Rental Costs from Rental Tab for this Bid Item	1.0		32.00	32.00	Lump Sum				\$ -	\$ -		\$ -
506		320	0					Pipe		24" Class 250 DIP	1		200.00	200.00	Linear Feet	Yes			\$ 13.46	\$ 2,880.44		\$ 188
507		320	0					Material		24" Amerillo Gaskets	1		200.00	200.00	Each	Yes			\$ 13.02	\$ 2,786.28		\$ 182
508		320	0					Material		24 x 12 Tee	1		1.00	1.00	Each	Yes			\$ 1,798.00	\$ 1,923.86		\$ 126
508		320	0					Material		12 " Gate Valve w/ Box	1		1.00	1.00	Each	Yes			\$ 3,400.00	\$ 3,638.00		\$ 238
508		320	0					Material		12 " Cap	1		1.00	1.00	Each	Yes			\$ 177.00	\$ 189.39		\$ 12
509		320	0					Material		Displacement of Pipe (additional 4")	0.04		200.00	8.00	Cubic Yards	Yes			\$ 18.50	\$ 158.36		\$ 10
510		320	0					Material		24" Mega Lugs	1		2.00	2.00	Each	Yes			\$ 579.00	\$ 1,239.06		\$ 81
511		320	0					Subcontract		12 " Mega lugs	1		2.00	2.00	Each				\$ 148.00	\$ 296.00		\$ -
3559		90022	GC 01							Consumables			1		Lump Sum						\$ 141,775.00	
3566		90022	GC 01					Tickler List	Material	Lump Sum Adder from Tickler List	1		1.00	1.00	Lump Sum	Yes			\$ 132,500.00	\$ 141,775.00		\$ 9,275
3568		90022	GC 01					Cost Escalation	Material	MATERIAL - Escalation Costs (pulled from Cost Escalation tab)	1		1.00	1.00	Lump Sum	Yes			\$ -	\$ -		\$ -
3569		90022	GC 01					Cost Escalation	Pipe	PIPE - Escalation Costs (pulled from Cost Escalation tab)	1		1.00	1.00	Lump Sum	Yes			\$ -	\$ -		\$ -
3570		90022	GC 01					Cost Escalation	Subcontract	SUBCONTRACT - Escalation Costs (pulled from Cost Escalation tab)	1		1.00	1.00	Lump Sum				\$ -	\$ -		\$ -
3571		90022	GC 01					Cost Escalation	Material	OTHER - Escalation Costs (pulled from Cost Escalation tab)	1		1.00	1.00	Lump Sum	Yes			\$ -	\$ -		\$ -
3572		90022	GC 01					Cost Escalation	Material	RENTAL - Escalation Costs (pulled from Cost Escalation tab)	1		1.00	1.00	Lump Sum	Yes			\$ -	\$ -		\$ -
3573		90023	GC 02							Weather & Down-Time (Equip & Salary costs only)			1		Lump Sum						\$ 274,077.71	
3574		90023	GC 02				Garney	Crew		Project Management	18.0	Shifts		18.00	Shifts				\$ 3,668.27	\$ 66,028.88		\$ -
3575		90023	GC 02				Garney	Crew		Pipe Crew 1	0.0	Shifts		-	Shifts				\$ 5,444.71	\$ -		\$ -
3576		90023	GC 02				Garney	Crew		Pipe Crew 2	18.0	Shifts		18.00	Shifts				\$ 3,917.96	\$ 71,069.19		\$ 546
3577		90023	GC 02				Garney	Crew		Pipe Crew 3	0.0	Shifts		-	Shifts				\$ 3,917.96	\$ -		\$ -
3578		90023	GC 02				Garney	Crew		Rock Removal Crew	0.0	Shifts		-	Shifts				\$ 1,168.56	\$ -		\$ -
3579		90023	GC 02				Garney	Crew		Safley Shut Down	21.0	Shifts		21.00	Shifts				\$ 6,522.84	\$ 136,979.64		\$ -
3580		90023	GC 02				Garney	Crew		Blank-07	0.0	Shifts		-	Shifts				\$ -	\$ -		\$ -
3581		90023	GC 02				Garney	Crew		Blank-08	0.0	Shifts		-	Shifts				\$ -	\$ -		\$ -
3582		90023	GC 02				Garney	Crew		CMAR Crew 01	0.0	Shifts		-	Shifts				\$ -	\$ -		\$ -
3583		90023	GC 02				Garney	Crew		CMAR Crew 02	0.0	Shifts		-	Shifts				\$ -	\$ -		\$ -
3584		90023	GC 02				Garney	Crew		CMAR Crew 03	0.0	Shifts		-	Shifts				\$ -	\$ -		\$ -
3585		90023	GC 02				Garney	Crew		CMAR Crew 04	0.0	Shifts		-	Shifts				\$ -	\$ -		\$ -
3586		90023	GC 02				Garney	Crew		CMAR Crew 05	0.0	Shifts		-	Shifts				\$ -	\$ -		\$ -
3587		90023	GC 02				Garney	Crew		CMAR Crew 06	0.0	Shifts		-	Shifts				\$ -	\$ -		\$ -
3588		90023	GC 02				Garney	Crew		CMAR Crew 07	0.0	Shifts		-	Shifts				\$ -	\$ -		\$ -
3589		90023	GC 02				Garney	Crew		Prev. Wage Crew 01	0.0	Shifts		-	Shifts				\$ -	\$ -		\$ -
3590		90023	GC 02				Garney	Crew		Prev. Wage Crew 02	0.0	Shifts		-	Shifts				\$ -	\$ -		\$ -
3591		90023	GC 02				Garney	Crew		Prev. Wage Crew 03	0.0	Shifts		-	Shifts				\$ -	\$ -		\$ -
3592		90023	GC 02				Garney	Crew		Prev. Wage Crew 04	0.0	Shifts		-	Shifts				\$ -	\$ -		\$ -
3593		90023	GC 02				Garney	Crew		Prev. Wage Crew 05	0.0	Shifts		-	Shifts				\$ -	\$ -		\$ -
3594		90024	GC 03							Office & Project Management			1		Months						\$ 1,221,436.86	
3595		90024	GC 03				Garney	Crew		Project Management	295.6	Shifts	1.00	295.56	Shifts				\$ 3,974.27	\$ 1,174,646.69		\$ -
3598		90024	GC 03					Material		One Time Office Costs	1		1.00	1.00	Lump Sum	Yes			\$ 5,000.00	\$ 5,350.00		\$ 350
3599		90024	GC 03					Material		Monthly Office Costs	1		1.00	14.25	Months	Yes			\$ 2,000.00	\$ 30,501.11		\$ 1,995
3600		90024	GC 03					Material		Port-a-Jons	2		2.00	14.25	Months	Yes			\$ 250.00	\$ 3,812.64		\$ 249
3601		90024	GC 03					Other		Dumpsters	1		1.00	14.25	Months				\$ 500.00	\$ 7,126.43		\$ -
3602		90024	GC 03					Material		Construction Water	1		1.00	1.00	Months	Yes						

ESTIMATE

Sort	HIDE (unfilter "Hide" to hide unused Items)	GCI ITEM	BID ITEM	TYPE	COST CODE	DESCRIPTION	VENDOR	TYPE	SIZE	DESCRIPTION	QUANTITY PER INSTALL	INSTALL MEASURE	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	TAX	DBE MBE WBE SBA	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL	TOTAL TAX INCLUDED
3616		90025	GC 04	M	830-01 M	Small Tools	Small Tools	Material		Small Tools - % of Labor (excluding fringe)	8.0%		1.00	1,792,171.13	Lump Sum	Yes			\$ 1.00	\$ 153,409.85		\$ 10,036
3617		90025	GC 04	M	830-03 M	Safety	Small Tools	Material		Safety - % of Labor (excluding fringe)	3.0%		1.00	1,792,171.13	Lump Sum	Yes			\$ 1.00	\$ 57,528.69		\$ 3,764
3618		90025	GC 04	O	900-02 O	Regional Safety	Safety	Other		Safety Personnel -- %	1.5%		1.00	1,792,171.13	Lump Sum				\$ 1.00	\$ 26,882.57		\$ -
3619		90025	GC 04	O	900-22 O	Reserve	Risk	Other		Workers Comp Claim Reserve	1.5%		1.00	1,792,171.13	Lump Sum				\$ 1.00	\$ 26,882.57		\$ -
3620		90025	GC 04	O	900-06 O	Estimating		Other		2% Corporate Cost	2.0%		1.00	1,792,171.13	Lump Sum				\$ 1.00	\$ 35,843.42		\$ -
3620		90025	GC 04				Allocation	Other		Certified Payroll (Berrice time)	3.0%		1.00	1,792,171.13	Lump Sum				\$ 1.00	\$ 53,765.13		\$ -
3621		90025	GC 04	O	900-19 O	State Profit Tax	Business Tax	Other		Business Tax (TN, KY, VA, WV, & PA only)	1		1.00	1.00	Lump Sum				\$ -	\$ -		\$ -
3622		90025	GC 04				Administrative	Other		Controlled Unclassified Info (CUI) Cyber Security Requirements	0.0		1.00	-	Months				\$ 100.00	\$ -		\$ -
3623		90025	GC 04					Material		Long Duration Escalation Costs	1		1.00	1.00	Lump Sum				\$ 39,746	\$ 39,746.04		\$ -

\$ 11,772,664.59

\$ 38,976.46 Franchise Tax

\$ 1,181,066.45 10% Mark Up

\$ 12,992,707.50 Total Cost

PHASE 4 - 75% ASSUMPTION	NOTES
Plans	75% Withers Drawing
Pipe Depth	Section 4 depths per Profile
Restrained Joints	Using Amerillo Gripper gaskets for RJ
Bedding Stone	No Bedding on DIP only in areas with rock 6" assumed
Pipe Class - Pressure	Class 250 DIP - 300 for Deep River Crossing
HDPE Drill Pipe	DIPS if Needed
Butterfly Valves & Gate Valves	16" will be Gate Valves 16" and above Butterfly valves w/ valve box
Hydrant Legs	Lengths provided on Plans
Open Cut of City Town Streets	As per 75% Plans
Jack & Bore of DOT Roads	As per 75% Plans
Positive Shoring	No positive shoring included in cost of bores to be 2:1 + 5 per NCDOT standard
Hydrant Blow Off Spacing	Per 75% plans
ARV Spacing	Per 75% plans
Gate Valve Spacing	Per 75% plans
Cathodic @ Duke Power	PVC Pipe
Fittings	MJ Fittings w/ Mega Lugs no thrust blocks or rods for restraint
Rock Quantities	Quantities based on F & R initial drilling @ 500' Spacing
Backfill	assuming all material excavated from trench is suitable for backfill
NCDOT Patch	11" B25 - 2" S9.5B 13"
Asphalt Patch City Street	Asphalt Patch will be 5' plus additional 6" trimmed for paving - 12" ABC w/ 2" S9.5B
Mill & Overlay	2" Mill & Overlay (required for patches ?)
Waterline Testing	Watermain will be hydrostatically tested to 200 PSI for 2 hours
Waterline Chlorination	50 PPM
Easement Width	Per 75% plans
Silt fence	Per 75% plans
Clearing	Clearing Limits set to LOD to LOD
Master Meters	Provided by Contractor
Concrete Driveways	10'wide 6" Deep
Work Hours	Standard 7-5 work hours / Lane Closure 9 - 4
Bores tie in if needed	MJ Sleeves acceptable for tie in at bores
Pricing	Cost Shown per PER alignment / Elevation - Wither's 75% Plans



RISK REGISTER

ID #	DESCRIPTION OF RISK (INCLUDING ANY IDENTIFIED TRIGGERS)	IMPACT ON PROJECT (IDENTIFY CONSEQUENCES)	Priority	MITIGATION ACTIONS (PREVENTATIVE OR CONTINGENCY)	PROJECT / OWNER	CURRENT STATUS	FINAL RESULT
1	Traffic Control on Hwy 64	Cost and Schedule	High	NCDOT Discussions as to daily lane closure	\$ 150,000.00	Meet with local NCDOT on clarification of closure and distance off of travel lane and how wet roads effect lane closures / 20 shifts	
						1 day a week due to wet roads shut down	
2	Unknown Utilities	Cost Downtime schedule	Med.	locate utilities and compare to alignment	\$ 92,000.00	Assume 10 days of Impact	
				Used located service ahead of design to verify			
3	Additional Connections not shown on drawings	Cost and Schedule	low	Not sure on all connections for future		14- 16K per connection	
4	Geo - Tech Info	Cost and Schedule	Med.	Rock geo tech @ 500' spacing carried 2000 CY in bid	\$ 150,000.00	High Spots between Geo tech spacing additional 20% potential (400CY)	
5	Change from 75% to 100% plans	Cost and Schedule Downtime	Med.	additional Valves, pipe alignment and modifications due to easement			
6	Material Escalation75% - Project completion	Cost	Low	Pipe and fittings pricing held until March 2025 Potential increase			
7	Tri Colored Bat	Cost and Schedule	High	Not nowing if this will go into effect prior to start of project	\$ 100,000.00	Unknown if the will go into effect prior to starting the project	
8	401 / 404 Permit not in hand	Cost and Schedule	High	May have to skip wetland remob for conections w additional Sleeves (2 areas)	\$ 50,000.00	Not sure when permit will be approved	
9							
10							
14							
15							
16							
17				Total Cost	\$ 542,000.00		
18							
19							
20							
21							

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2024-2025

WHEREAS, The City of Asheboro is in the process of replacing the HVAC at the Asheboro Public Library.

WHEREAS, the City of Asheboro Facilities Maintenance department needs to maintain a proper temperature in the library while the HVAC is under repair.

WHEREAS, the best method to do this involves purchasing three heat pumps at a cost of \$16,500 and renting 2 large heaters and fuel at an estimated cost of \$21,714.

WHEREAS, the City of Asheboro desires to reduce expenditures in the Facilities Maintenance department expense line item as it relates to McCrary Ballpark maintenance to fund the additional expense in the Library budget for the rental and in the Facilities Maintenance Department Capital outlay expense line item to purchase the portable heat pumps.

WHEREAS, the City of Asheboro wishes amend the current adopted budget to account for changes in revenues and expenses as required by law.

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 expense line item be increased / decreased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase/ Decrease</u>
10-640-515.0700	Maint & Repair- McCrary Ballpark	(38,214)
10-640-574.0000	Capital Outlay	16,500
10-630-515.0001	Maint. & Repair- Library Building	21,714
	Total change	(0)

Adopted this 7th day of November 2024

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, City Clerk

2025 Regular Meeting Schedule Discussion

<u>Month</u>	<u>Standard Meeting Date</u>	<u>Alternate Meeting Date</u>
January [City Hall is closed Wednesday, January 1, 2025.]	9 th	
February	6 th	
March	6 th	
April	10 th	
May	8 th	
June	5 th	
July [City Hall is closed Friday, July 4, 2025.]	10 th	
August	7 th	
September [City Hall is closed Monday, September 1, 2025.]	4 th	
October	9 th	
November	6 th	
December	4 th	

* Potential change of meeting time from 7:00 p.m. to 6:00 p.m.