

**AMENDED AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, JULY 11, 2024**

1. Call to Order
2. Silent Prayer and Pledge of Allegiance
3. Mayor Smith on behalf of the City Council and citizens of Asheboro will present Ms. Elizabeth Mitchell, the Asheboro Pride Award for her years of service as Chief Professional Officer of United Way of Randolph County.
4. Mayor Smith will lead the recognition of Fire Captain Brian Wood, including the adoption of a resolution honoring Captain Wood upon his retirement from the fire and rescue department.
5. Water Resources Director Michael Rhoney, PE will present the proposed Memorandum of Understanding as the City of Asheboro considers membership in the Piedmont Triad Regional Water Authority *(Special guests Mr. Greg Flory Executive Director and members of the PTRWA Board of Directors will join us for this presentation.)*
6. Community Development Director Trevor Nuttall and McAdams Senior Project Manager Nia Rodgers will present for council's acknowledgment the North Asheboro Greenway Feasibility Study.
7. Public Comment Period.
8. Consent Agenda:
 - (a) Approval of the meeting minutes for the special city council meeting held on May 2, 2024.
 - (b) Approval of the general account of a closed session held during the special city council meeting on May 2, 2024.
 - (c) Approval of a resolution sealing the general account of the closed session held May 2, 2024.
 - (d) Approval of the meeting minutes for the regular city council meeting held on May 9, 2024.

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- (e) Approval of the meeting minutes for the special city council meeting held on May 16, 2024.
- (f) Approval of the meeting minutes for the regular city council meeting held on June 6, 2024.
- (g) Approval of the meeting minutes for the special city council meeting held on June 27, 2024.
- (h) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for May 6, 2024, and June 3, 2024.
- (i) Ratification of the schedule of fees for the water resources division.
- (j) Approval of the Community Development Division's request to schedule for the August 8, 2024, city council meeting and to advertise legislative zoning applications for the following cases:
 - (i) An application to rezone property located at 909, 911, and 915 Meadowbrook Road (Randolph County Parcel Identification Number 7761182410) from R10 to O&I zoning.
 - (ii) An application to rezone property on the west side of Zoo Parkway, between 2358 and 2476 Zoo Parkway, and the south side of Newbern Avenue, between 294 and 360 Newbern Avenue, that is approximately 94.27 acres +/- of 104.27 acres +/- in size and is more specifically identified as a portion of Randolph County Parcel Identification Number 7760008593 and Randolph County Parcel Identification Number 7760013008; to an amended R7.5 (CZ) zoning for a Residential Planned Unit Development.
 - (iii) Acknowledgement of the receipt of the monthly report detailing major subdivisions administratively approved. *(There have been none approved.)*
- (k) Approval of a resolution declaring the official intent of the City of Asheboro to purchase municipal vehicles and equipment and to reimburse the General Fund and the Water and Sewer Fund with installment financing proceeds.

OLD BUSINESS

9. City Manager John Ogburn will present and request approval for the following Change Orders for Terry's Plumbing & Utilities as related to the Cone Health Zoo City Sportsplex:
 - (a) Change Order #12 in the amount of \$403,263.00
 - (b) Change Order #13 in the amount of \$302,832.00
 - (c) Change Order #14 in the amount of \$49,458.71

10. Finance Director Deborah Reaves will present the following items:
 - (a) Ordinance to amend the State Capital and Infrastructure Grant fund to allocate grant funds to ZCSP to pay Terry's Plumbing & Utilities, Inc. in the amount of \$755,534.00.
 - (b) Ordinance to amend the Zoo City Sportsplex Project Fund:
 - (i) Change fund name to Cone Health Zoo City Sportsplex to recognize new naming rights contract;
 - (ii) To recognize donations from the North Carolina Community Foundation for Zoo City Sportsplex fundraising campaign;
 - (iii) To recognize the receipt of the funds received from the State Capital Infrastructure Grant Fund.

11. Community Development Director Trevor Nuttall will request authorization to enter into an agreement with Wainman Homes, Inc. for use of awarded Community Development Block Grant funds towards the CASPN Homes Rehabilitation project (state grant number 22-C-4113).

NEW BUSINESS

12. Water Resources Director Michael Rhoney, PE will present the following:
 - (a) Request council action on a Resolution of Approval for the City of Asheboro Local Water Supply Plan.
 - (b) Update the council on the Wolfsped, US Highway 64 water line for economic development.

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13. Community Development Director Trevor Nuttall will present the initial testimony pertaining to the following meeting items:
 - (a) **Legislative Hearing (Case No. RZ-24-09):** An application to rezone property located at 337 West Ward Street (Randolph County Parcel Identification Number 7751742316) from I2 to M zoning.
 - (b) Authorization for city officials to take the necessary action to acquire real property for construction of a new parking area/environmental services collection installation.
 - (c) Authorization for city officials to enter into a Utility Relocation Agreement with Duke Energy for the Trade/North Street Infrastructure project.
 - (d) Action proposed as a result of Session Law 2023-143 (an act to add certain described properties to the corporate limits of the City of Asheboro).
 - (e) Authorization to schedule a public hearing for the August 8, 2024, city council meeting for the purpose of receiving input on potential revisions to the city's Community Development Block Grant – Coronavirus (CDBG-CV) scope and use of remaining/additional funds.
 - (f) Report on a petition for the permanent closure of Hammer Avenue between West Kivett Street and Lanier Avenue along with a request for council action on a resolution of intent to permanently close the identified section of street and calling a public hearing on the question.

14. City Engineer Michael Leonard, PE and Finance Director Deborah Reaves will present this item and request approval for the following Change Order for Terry's Plumbing & Utilities as related to the McCrary Ball Park:
 - (a) Consideration of Change Order Number 2 between the City of Asheboro and Terry's Plumbing and Utilities. This work includes addition of storm sewer lines and catch basins not on the plans, finished concrete and tons of stone and asphalt. Change Order Number 2 is for the amount of \$226,512.65.
 - (b) Ordinance to amend the State Capital and Infrastructure Grant fund to allocate grant funds to McCrary Baseball Park Improvement Fund to pay Terry's Plumbing & Utilities, Inc. in the amount of \$227,000.00.

Amended Agenda

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- (c) Ordinance to amend the McCrary Baseball Park Improvements Fund.
- 15. City Engineer Michael Leonard, PE will request city council action on an ordinance to reduce the speed limit for the streets in the Olde Towne Subdivision.
- 16. Mayor Smith will lead the discussion of upcoming events and items not on the agenda.
- 17. Adjournment.

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION HONORING FIRE CAPTAIN BRIAN EDWARD WOOD UPON HIS RETIREMENT FROM THE ASHEBORO FIRE AND RESCUE DEPARTMENT

WHEREAS, Fire Captain Brian Edward Wood has provided honorable, skilled, and dedicated service to the City of Asheboro and its citizens since the date of his initial employment with the city on August 25, 1998; and

WHEREAS, on June 30, 2024, Captain Wood completed his service as a member of the Asheboro Fire and Rescue Department and retired from employment with the City of Asheboro; and

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

WHEREAS, due to the extended use of his Class A uniform, badges, name plate, “serving since” attachment to the name plates, and sets of rank insignia collar pins that cannot be placed in the market place without posing a risk of allowing unauthorized individuals to hold themselves out as fire and rescue department officials and thereby pose a threat to public safety, the Asheboro City Council has concluded, consistent with Section 160A-266(d) of the North Carolina General Statutes, that the city’s use of the listed items ended at the conclusion of the day on June 30, 2024, and the listed items of personal property became surplus property.

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

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, in consideration and recognition of his dedicated service, Brian Edward Wood is to be awarded, at less than fair market value, ownership of his city-issued fire helmet, inclusive of his helmet shield; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, in furtherance of this recognition of a valued public servant, the city staff is hereby directed to convey to Brian Edward Wood, on or after the date of the adoption

of this Resolution, his Asheboro Fire Department helmet and shield for a purchase price of one dollar (\$1.00); and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the city staff is hereby directed to convey to Brian Edward Wood, on or after the date of adoption of this Resolution, and without charge, his Class A uniform, badges (a quantity of two), name plates (a quantity of two), the “serving since” attachment to the name plates, and rank insignia collar pin sets (a quantity of two).

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on July 11, 2024.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

SECURING ECONOMIC VITALITY
FOR THE CAROLINA CORE

A Business Case to Expand PTRWA's Regional Portfolio

DRAFT



PIEDMONT TRIAD REGIONAL
WATER AUTHORITY

JUNE 18, 2024

Dear Board Members,

In support of the Piedmont Triad Regional Water Authority's (PTRWA) Strategic Plan this document presents a business case which introduces the opportunity to increase available water capacity and expand the role of the PTRWA to offer wastewater service to its members and surrounding communities through adding the City of Asheboro to the Authority's membership.

Conceptually, this proposed solution supports the ongoing water and wastewater regionalization discussions that have taken place over the past couple years throughout both Randolph and Guilford Counties. It also acknowledges the findings of the recently released NC-DEQ study of regionalization within the Upper Cape Fear River Basin. While this proposed solution has merit, a more careful study is needed. Our desire is for this business case to be used as a tool to support further discussions with each of the PTRWA's current members, as well as the City of Asheboro, with the intent that the PTRWA Board of Directors, its member communities, and the City of Asheboro pass a resolution endorsing this initiative.

Next, we further propose to have all Authority members sign a Memorandum of Understanding (MOU) along with the City of Asheboro enabling us to fully assess the operational and financial impacts, regulatory hurdles, and political sensitivities of the solution. Then at that point, if agreed, we envision taking the necessary steps to implement the solution.

We invite you to share this business case with the elected officials of your respective community's leadership. Thank you for your continued support and strategic leadership of the PTRWA.



RICH GLOVER
Board Chairman



GREG FLORY
Executive Director

VISION

To support community and economic vitality through regional leadership by effectively managing high-quality water and wastewater resources in the Piedmont Triad and Upper Cape Fear River Basin.

MISSION

PTRWA exists for the benefit of the citizens of Randolph and Guilford Counties and partners with the region's communities to plan, advocate for, develop, and deliver high-quality water, wastewater, and related services.

STRATEGIC DIRECTION

Enhanced Regionalization of Water and Wastewater Resources: PTRWA convenes appropriate stakeholders, builds consensus, and partners to elevate resource availability and address water and wastewater resource challenges in the region.

Community Outreach and Education: PTRWA shares its knowledge and expertise to engage and educate communities and key stakeholders around water and wastewater resources in the Piedmont Triad and beyond.

Infrastructure and Service Delivery: PTRWA proactively addresses expanding needs in a responsible and efficient manner through active participation in regional infrastructure projects and effective operational service delivery.



Synopsis

The Cape Fear River Basin hosts one of North Carolina's most active and successful economic development corridors in the United States, the Carolina Core.

Often referred to as North Carolina's economic engine, the Carolina Core is home to four certified manufacturing megasites that have garnered more than \$20 billion in capital investments over the past six years in the aerospace, biomedical, automotive, technology and logistic sectors. Companies like Honda, Pfizer, Fedex, and Aetna have made their homes here already, and many more are anticipated over the next 20 years.

The Core has all the elements needed to be a success: it has ample land; an incredible talent pool; convenient transportation and access; and an attractive price. The one thing the Core doesn't have right now is enough water and wastewater capacity to meet the needs of the eventual commercial and residential communities whose populations will explode as a result of this area's industrial development.

It is estimated that the triad communities alone will need more than 42 million gallons per day of additional wastewater capacity and 39 million gallons per day of additional water capacity by 2050, to accommodate the growth fueled by the Carolina Core's development. This kind of capacity increase is likely too costly and too risky for the small and even the large utilities in the area to bear alone. A regional approach is needed, and luckily for the communities around the Carolina Core, a regional entity already exists in the Piedmont Triad Regional Water Authority (PTRWA).

The PTWRA has been providing sustainable drinking water resources to the area for more than 13 years. Adding wastewater service to its portfolio provides the most sustainable economic solution for the region, with the least risk. The City of Asheboro is very motivated to join the Authority for various reasons, so it appears to be a win-win. Through this Business Case, we ask for your commitment to formally study this solution.

Background

Demonstrated Need for Wastewater Capacity

The Highway 421 corridor that stretches from Greensboro to Dunn North Carolina contains the majority of a geographic area known as the Carolina Core. The Carolina Core is a globally competitive economic development market for the region. It offers a talent pool of more than two million people; access to more than 30 colleges and universities with 250,000 students; multiple airports; four megasites totaling 7,200 acres of certified land; urban research parks; and more.

Several successful economic development projects are underway in this area that will result in significant growth in the surrounding communities. In fact, it's estimated that this industrial development will bring an additional 50,000 people to the area necessitating additional water and wastewater services beyond the current capacity of any single service provider in the region. Rough estimates to be confirmed through further study put the needed capacity at 194 million gallons per day for water and 142 million gallons per day for wastewater.

Because of this emerging and urgent need, the State's Department of Environmental Quality (NC DEQ), under direction of the General Assembly, conducted a study early in 2024 to examine options for expanding water and wastewater utility services in the corridor (outlined in red in the figure). The intent of the study was to identify opportunities that would enable the corridor's ability to meet an anticipated increase in both water and sewer utility services through a more regionalized approach to water resource planning, infrastructure construction, and service delivery.



A Regional Solution to Adding Wastewater Capacity

This business case supports the state study by recommending a regional solution for wastewater by adding the City of Asheboro to the existing membership of PTRWA. This will provide the needed wastewater capacity for the region while also bringing an additional 3 to 5 MGD of water capacity. Asheboro's system is particularly advantageous because of the proximity of its wastewater treatment facility on the Deep River to the other communities served by PTRWA.

In North Carolina, cities and counties are authorized to operate water and wastewater systems and to enter into inter-local agreements or form joint management agencies to work cooperatively with each other. Many of the state's publicly owned utilities have long and successful histories of working across jurisdictional boundaries on a regional basis to address a variety of needs. There are myriad reasons that drive the need for utility organizations to collaborate and coordinate services.

The PTRWA is a proven regional model, providing drinking water to six communities across Guilford and Randolph counties. Those communities include Greensboro, High Point, Archdale, Jamestown, Randleman, and Randolph County.

The six community members of the PTRWA own and operate Randleman Lake, a reservoir with the potential to provide up to 54 million gallons per day (MGD) of raw water. The Authority treats this water for its member agencies at the John Kime Water Treatment Plant, which is currently able



to treat 14 MGD of water with a total build-out capacity of up to 48 MGD. The impact of this collaboration on the participating communities has been immense – each can now more effectively address and plan for its own community growth. Today, many of these same communities, and others within the region, have an urgent need to address their wastewater capacity.

A Shared Regional Opportunity

The City of Asheboro is also seeking a solution, too. The City’s wastewater treatment plant requires significant investment of approximately \$150 million to stay compliant with impending regulatory requirements. The community of about 30,000 people is too small to bear this cost, but they, like all communities, deserve the public health and environmental benefits of quality wastewater services. Asheboro’s plant is currently able to treat 9 MGD of wastewater but could be expanded to 30 MGD or greater with some assistance. Joining the PTRWA will enable the partnership to bring the City’s plant into compliance and set the foundation for supplying the region with the wastewater capacity required, at a cost all parties could better afford. Given the scope of the utility needs that have to be addressed, Federal and State funding support will also be required to achieve an economical solution.

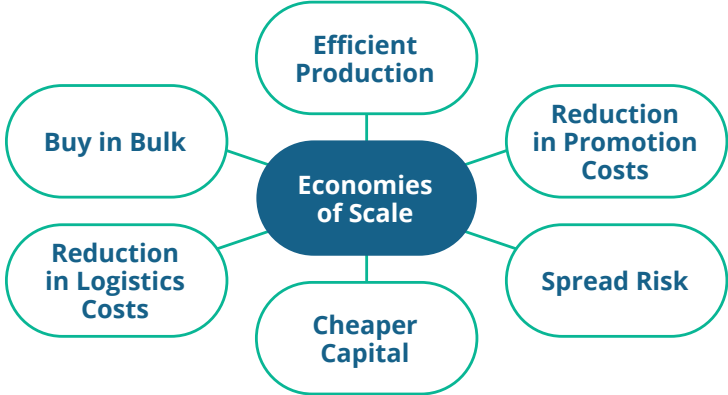
Anticipated Benefits of a Regional Solution

Adding the City of Asheboro is a win-win solution. There are clear benefits to all parties of expanding the membership of the PTRWA to include the City of Asheboro.

Cost Savings

Investments in water and wastewater capacity are costly for customers. Utility size (number of customers paying bills) matters. The more customers you have to spread that cost around, the lower the impact to the individual bill payer.

Many of the over 15 water and wastewater utility systems operating in Guilford and Randolph Counties are considered small utilities, serving fewer than 10,000 customers. This means any investment they make individually to meet future needs will be spread over a small number of customers, resulting in significant, and likely unaffordable, bill impact to the customers they serve.



Alternatively, bringing on a new utility with the added capacity to meet the region's demand offers a chance to spread that investment over hundreds of thousands of customers, making any increase the investment requires much more affordable to customers in the region. The proposed solution achieves a lower overall cost to customers by leveraging the economies of scale inherent to a regional solution. To illustrate the power of economies of scale enabled by a regionalized water and wastewater service approach, the figure below compares the relative monthly costs over time for a single residential customer under both scenarios.

In the chart below, note that while monthly costs remain fairly flat and even to start under both scenarios, within three years, you can see the benefit of the regional solution, which dampens the initial spike and ultimately provides a net savings to the customer.

Risk Mitigation

Every water and/or wastewater utility operating within the county, state, or region faces increasing regulatory compliance requirements. Specifically, for those operating in the Cape Fear River Basin, more stringent water and wastewater treatment requirements are anticipated and the costs to meet these new requirements will increase over time, potentially very significantly. This proposed solution addresses this risk factor by sharing that risk across multiple utility partners versus individual or independent utilities.

According to the US Water Alliance and UNC School of Government Study: "Strengthening Utilities Through Consolidation: The Financial Impact" cost savings through cooperative arrangement can exceed 60% in some cases.

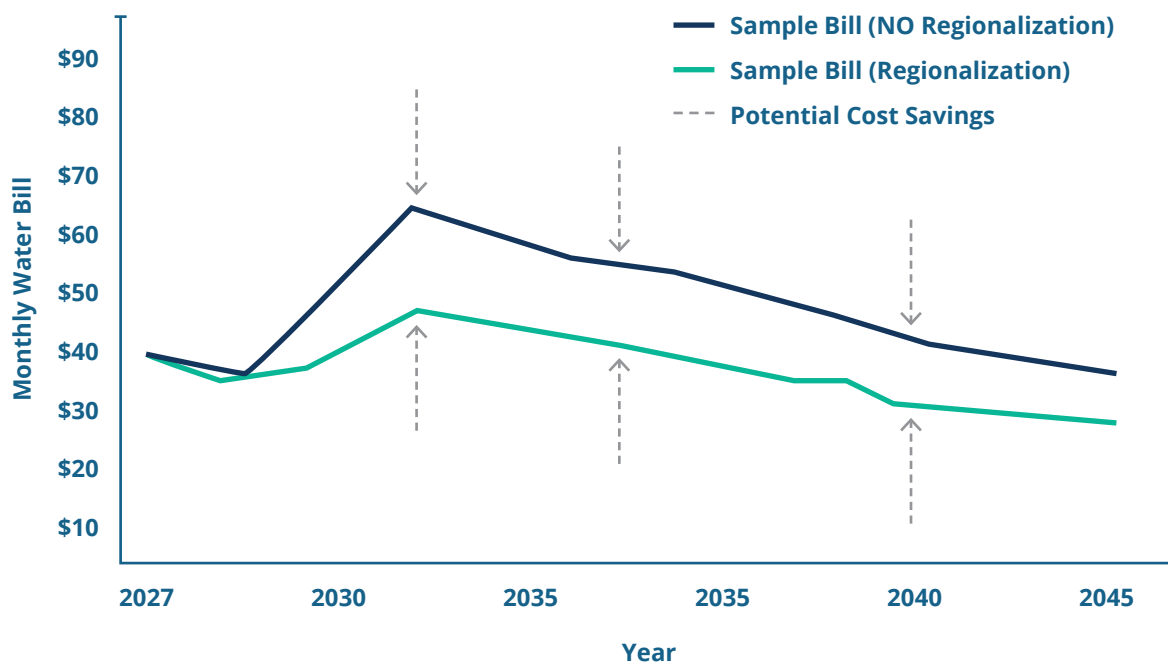
Water and Wastewater Service Resiliency

The projected growth associated with Core's economic development will require a collaborative approach to ensure the industrial, commercial and residential users have adequate capacity. Water scarcity, whether water for drinking or wastewater treatment, must not become a limiting factor. Working through the multi-jurisdictional model available through the PTRWA will greatly enhance the region's resiliency in addressing long-term water resource needs for all communities, including traditionally underserved communities, while seeking to maintain affordability to the greatest extent possible.

Enhanced Planning

Regional planning creates a stronger platform for meeting longer-range needs than local, individualized community planning does. Future capacity forecasting for both water and wastewater management is enhanced when done on a regional scale.

Sample Residential Monthly Bill Comparison (\$/Mo.)



Key Next Steps

Because of the considerable variables and considerations that will need to be assessed to ensure this proposed regional solution is ultimately feasible, several initial key steps are needed.



Step 1. PTRWA Board Pass Resolution Endorsing Initiative

This step seeks to ensure that the governing body of PTRWA is united in their interest and intent to consider an expanded approach to water and wastewater utility service through the existing Authority.



Step 2. Develop a Memorandum of Understanding

This step seeks to ensure that the governing body of the PTRWA members and The City of Asheboro's governing body agree to work collaboratively to assess the many variables of implementation of this proposed regional solution.



Step 3. Conduct Detailed Feasibility Analysis

A feasibility analysis includes further detailed study that considers all aspects for implementation. This includes technical, regulatory, operational and organizational, administrative, and legal aspects.



Step 4. Establish Binding Documents to Implement the Proposed Solution

Based on the findings and recommendation from Step 3, this step includes the creation of the necessary legal documents and binding agreements for all current and proposed future members of the PTRWA to move forward with implementation.

Conclusion

The State of North Carolina needs to ensure that the Carolina Core, a vital economic development corridor, remains a viable place to work, live and play.

Lacking adequate water and wastewater capacity threatens its viability. Asking each individual town and community to invest in its water and wastewater infrastructure to meet the region's future demands is costly and risky.

This document makes the business case for adding a new member agency (the City of Asheboro) to the PTRWA's membership to begin addressing the region's future water and wastewater capacity challenges.

While this business case proposes a single additional member be added at this time, an important focus of analysis in next steps will also seek to understand the needs of the region's underserved communities and assess how this expanded regional approach could also support historically underserved communities who are not members of the Authority.



By working towards a regional solution to support the economic development occurring in Guilford and Randolph Counties, PTRWA is laying the foundation and will be seen as a model in NC for ensuring adequate water and wastewater services to their communities effectively and efficiently into the future.



Photo by -ted (Flickr)



Photo by Wade Agnew Photography



**PIEDMONT TRIAD REGIONAL
WATER AUTHORITY**

7297 Adams Farm Road, Randleman, NC 27317 | www.ptrwa.org

Memorandum of Understanding between the members of the Piedmont Triad Regional Water Authority, its members, and the City of Asheboro, North Carolina to collaborate on a joint initiative to evaluate the feasibility of having Asheboro become a member of the Authority

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 25th day of June, 2024 (the “Effective Date”) by and between the Piedmont Triad Regional Water Authority (“Authority”), the members of the Authority, and the City of Asheboro, North Carolina (“Asheboro”), to document their intention to collaborate on conducting a feasibility analysis of having Asheboro join the Authority. The Authority and Asheboro may be referred to in this document individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, The Authority is a North Carolina municipal corporation established in December of 1986 by the City of Archdale, North Carolina, the City of Greensboro, North Carolina, the City of High Point, North Carolina, the City of Randleman, North Carolina, The Town of Jamestown, North Carolina, and the County of Randolph County, North Carolina organized under Section 162A-3.1 of the North Carolina Water and Sewer Authorities Act to provide water utility services to its current members; and

WHEREAS, The Authority has recently completed a Board of Directors led Strategic Planning effort; and

WHEREAS, The Authority’s Strategic Plan seeks to “Enhance Regionalization of Water and Wastewater Resources; and

WHEREAS, The North Carolina Department of Environmental Quality (NCDEQ) released a report dated May 1, 2024 of the findings of a [Regional Water & Wastewater Infrastructure Concept Plan](#); and

WHEREAS, the Parties believe that an enhanced approach to water resource planning by expanding the membership of the Authority could best serve the region, inclusive of underserved communities.

WHEREAS, The Parties are interested in evaluating the feasibility of adding Asheboro to the membership of the Authority; and

WHEREAS, The Parties endeavor to determine the operational, organizational, financial, governance and legal impacts to the Authority, its members, and the City of Asheboro should Asheboro become a member; and

NOW, THEREFORE, the Parties hereby agree in principle as follows:

To determine the feasibility and impact to the Authority and each of the current members of the Authority, the City of Asheboro, and underserved communities cause by adding the City of Asheboro to the membership of the Authority, the Parties agree to:

- Participate in a joint feasibility study, led by the Authority to determine the feasibility of enhanced regionalization of water resources as described in the NC DEQ study referenced above by adding Asheboro to the membership of the Authority.
- Collaborate in good faith by sharing water and wastewater utility operational, legal, regulatory, financial and organizational information with the Authority enabling the Parties to complete a detailed evaluation of the impacts to each participating jurisdiction should Asheboro join the Authority.
- Engage and collaborate with the Authority and NCDEQ to gain support for potential regional solutions as described in the NCDEQ study referenced above.
- If the Parties agree that Asheboro should become a member of the Authority, work collaboratively to determine the requirements of that membership and any revisions to the overall membership/bylaws of the Authority.
- Receive quarterly updates from the Authority and their consultants on findings of the feasibility analysis.

AGREED, this the 25th day of June, 2024.

Piedmont Triad Regional Water Authority

By: _____
Chairman

By: _____
Executive Director

AGREED, this the _____ day of _____, 2024.

City of Asheboro

By: _____
Mayor

By: _____
City Manager

AGREED, this the _____ day of _____, 2024.

City of Greensboro

By: _____
Mayor

By: _____
City Manager

AGREED, this the _____ day of _____, 2024.

City of Archdale

By: _____
Mayor

By: _____
City Manager

AGREED, this the _____ day of _____, 2024.

City of Randleman

By: _____
Mayor

By: _____
City Manager

AGREED, this the _____ day of _____, 2024.

Town of Jamestown

By: _____
Mayor

By: _____
Town Manager

AGREED, this the _____ day of _____, 2024.

City of High Point

By: _____
Mayor

By: _____
City Manager

AGREED, this the _____ day of _____, 2024.

Randolph County

By: _____
Chairman

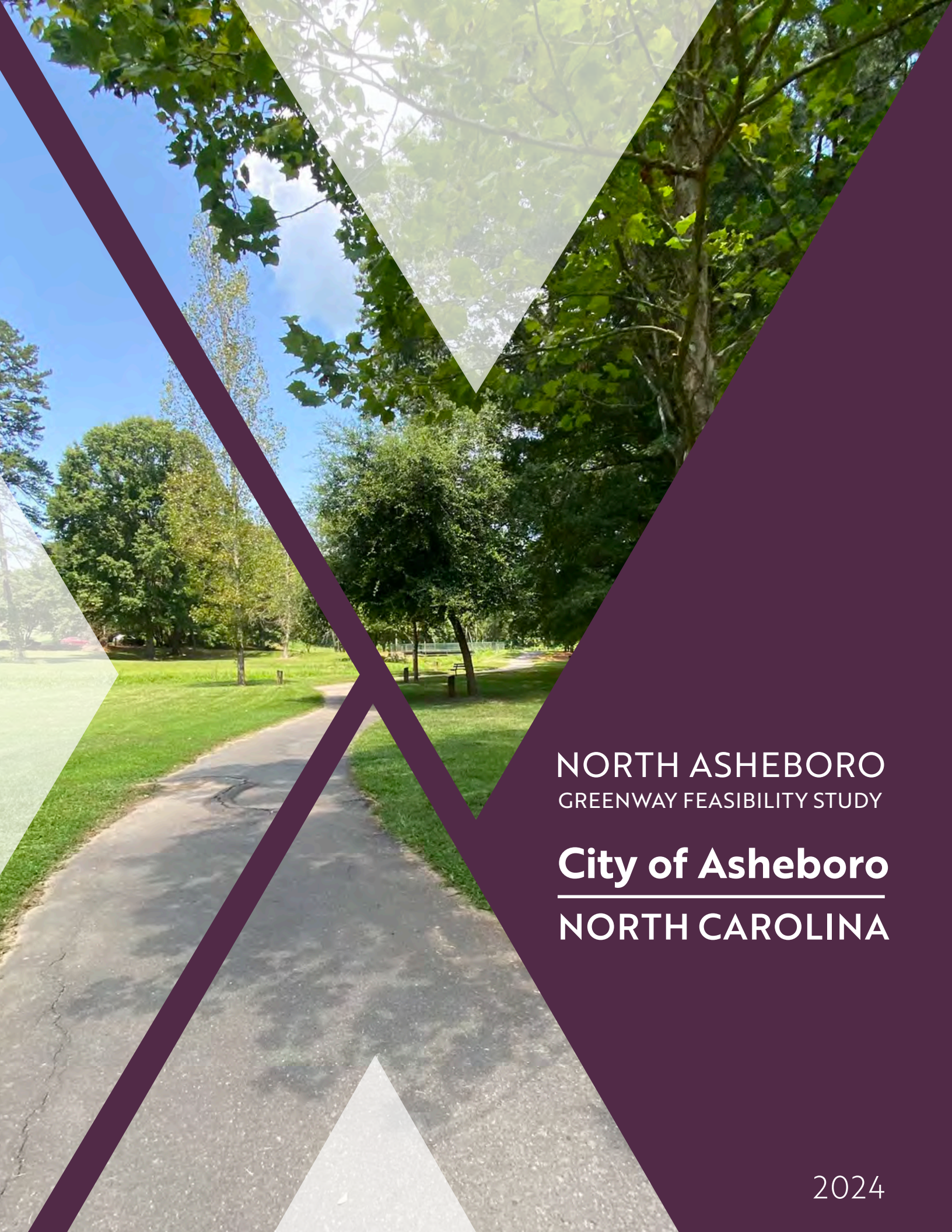
By: _____
County Manager

AGREED, this the _____ day of _____, 2024.

City of High Point

By: _____
Mayor

By: _____
City Manager



NORTH ASHEBORO
GREENWAY FEASIBILITY STUDY

City of Asheboro

NORTH CAROLINA

2024

ACKNOWLEDGMENTS

Trevor Nuttall, *City of Asheboro*

Justin Luck, *City of Asheboro*

Michael Rhoney, *City of Asheboro*

Pearson Parks, *City of Asheboro*

Jimmy Cagle, *City of Asheboro*

Jonathan Sermon, *City of Asheboro*

Kelly Heath, *City of Asheboro*

Jim Rich, *Asheboro A3*

Mary Joan Pugh, *Randolph County Trails Coordinator*

Amber Scarlett, *Randolph County Tourism Development Authority*

Sam Varner, *Randolph County Wellness Administrator*

Prepared for:



CITY OF ASHEBORO

Trevor Nuttall
Community Development
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Asheboro, NC 27204

Prepared by:



MCADAMS



Integrated Mobility Division
N.C. DEPARTMENT OF TRANSPORTATION

NCDOT INTEGRATED MOBILITY DIVISION

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EXECUTIVE SUMMARY

STUDY PROCESS

Potential routes for the North Asheboro Greenway Feasibility Study were developed and evaluated using an approach that considered the built, natural, social, and economic environments. The study commenced in July 2023 and concluded in May 2024. The study process was divided into four phases: Study Conditions, Route Analysis, Study Recommendations, and Implementation. The project assesses existing conditions, evaluates potential routes for opportunities and constraints, develops detailed cost estimates, and provides strategies for implementation for the greenway corridor identified in this document. The project team developed and evaluated two route alternatives, and recommendations for preferred routes were identified through community input, technical analysis, input from the study steering committee, and landowner outreach.

PREVIOUS PLANNING EFFORTS

The North Asheboro Greenway Feasibility Study builds on local, regional, and statewide plans for greenways and other transportation facilities. Reviewing existing plans that support greenway initiatives offers a wealth of knowledge and experiences that can inform the development of future projects in the City of Asheboro. The review of existing plans may help the project team better understand community needs, identify local design principles, and best practices, consider environmental factors, and develop effective funding and implementation strategies for the proposed North Asheboro Greenway.

TYPICAL
LOW WATER
CROSSING



PREFERRED ALIGNMENT

Beginning in the vicinity of the Randolph Hospice Center near Vision Drive, this alignment alternative runs north following the existing sewer easement through privately owned property on the eastern side of Hasketts Creek before utilizing a low water crossing back to the western side. The alignment then dives underneath West Bailey Street, and a connector trail along West Bailey Street provides access to a parcel identified as suitable for a trailhead and parking lot, as well as a future connection to the Balfour Elementary School and North Asheboro Middle School. The main alignment moves north along the existing sewer easement on the parcel owned by Randolph Packing before utilizing a short low water crossing bridge to span Hasketts Creek to the east. An at-grade crossing is provided on West Balfour Avenue, and a connector trail located on the north side of the street would provide access to the Asheboro Park and Ride. The greenway alignment would move north through several private properties before terminating within North Asheboro Park over the existing greenway bridge. In a future phase, the main line will continue north past West Central Avenue.

TYPICAL
GREENWAY
SECTION





NORTH ASHEBORO GREENWAY FEASIBILITY STUDY ALIGNMENT ALT. B

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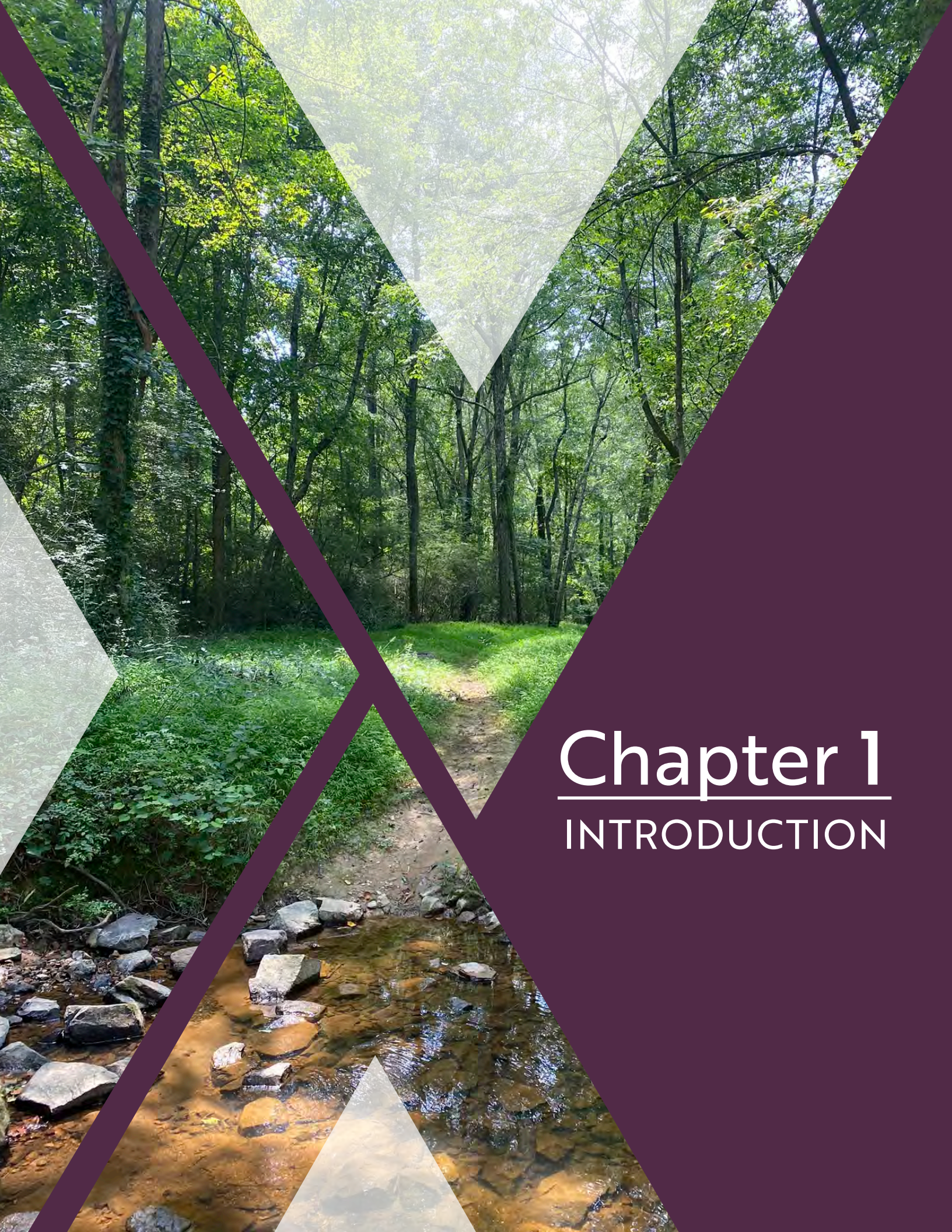
LEGEND

Existing Conditions

- +— Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County
- Parcel of Interest

Greenway Alternatives (Color Varies)

- Implemented Alternative
- Future Alternative Phase
- Future Connector Phase
- Ⓟ Potential Trailhead
- Pedestrian Bridge
- ⊗ Pedestrian Signal



Chapter 1

INTRODUCTION

Visioning for Success

During the project kick-off meeting, Working Group members provided input on what success will look like for the North Asheboro Greenway Feasibility Study. This input was distilled into the following key points, which will be used to guide the study and ultimately help the City identify a preferred alignment for the North Asheboro Greenway.



Increased Interest and Support: A successful study should lead to a heightened level of interest, excitement, and community support for greenways in Asheboro. This, in turn, fosters a positive environment for greenway development.



Learning from Past Failures: Building on the lessons from previous unsuccessful projects, success means ensuring that the community has a more positive experience with greenway development this time around.



Funding Preparedness: The study should position the City to secure funding for the greenway, ensuring that financial resources are available to bring the project to fruition.



Sustainability and Maintenance: Success involves establishing a plan for the long-term sustainability and maintenance of the greenway corridor to ensure its continued functionality and appeal.



Community Well-being: A successful outcome includes an investment in the health of the community by providing access to outdoor recreational facilities, building on the strong participation in the Mayor's Challenge program.



User Guidelines: Success also entails clearly identifying the types of trail users allowed on the greenway, including considerations for motorized vehicles like E-bikes, ensuring safe and harmonious usage.



Strategic Corridor Selection: The study's success is evident in its choice of a previously identified greenway corridor along an existing easement with few nearby neighbors, demonstrating thoughtful planning.



Positive Precedent: Success sets a positive precedent for greenway development in Asheboro, potentially attracting future residential development that aligns with the greenway's objectives.

What is a Feasibility Study?

Feasibility studies bridge the gap between conceptual planning, prioritization, and project programming. They build upon higher-level planning efforts and comprehensively assess possible alignment alternatives. These studies evaluate technical feasibility from design, permitting, and constructability perspectives. Input solicited from the local community and stakeholders guides the recommended alignments. Preliminary cost estimates based on quantities are generated to inform decision making, identify funding needs, and determine the next steps for project implementation. It is important to note that a feasibility study does not present a final design for construction. The final alignment of a project will depend on willing property owners and available funding.



Process & Schedule

Potential routes for the North Asheboro Greenway Feasibility Study were developed and evaluated using an approach that considered the built, natural, social, and economic environments. The study commenced in July 2023 and concluded in May 2024. The study process was divided into four phases: Study Conditions, Route Analysis, Study Recommendations, and Implementation & Final Study. The study process graphic below outlines key components for each phase. Engagement efforts were integrated throughout the study, including meetings with the Working Group, stakeholders, landowners, and the general public.



Study Area Profile

The North Asheboro Greenway is a proposed 1.8-mile corridor that begins at Vision Drive and extends northward along Hasketts Creek until it reaches West Central Avenue. The initial alignment under consideration will prioritize the utilization of existing sewer line easements, traversing floodplain areas in the process. This potential route will also pass through commercial properties, large rural residential lots, and open spaces associated with homeowners associations and institutional uses. Additionally, there is a strong desire to establish a connection to North Asheboro Park, which could also serve as a trailhead. Other desired connections include Balfour Elementary School and North Asheboro Middle School. This linkage would follow the West Bailey Street public right-of-way (ROW) from the Hasketts Creek bridge to North Asheboro School Road. It is important to note that all segments of the proposed greenway fall within the Asheboro corporate limits.

ABOUT THE STUDY

As the City of Asheboro embarks on its inaugural greenway project, a comprehensive analysis of the corridor is essential to identify opportunities, constraints, and generate potential costs for the next phase of project development. This feasibility study assesses the potential route scenarios of the corridor alignment, including options on both sides of the creek, at major road intersections, and at the railroad crossing on West Bailey Street. Furthermore, the study recommends a walkable and bikeable alignment that will provide future connections to the nearby schools and park.

The study's objectives encompass enhancing local connectivity, accessibility, safety, and environmental protection, and these will serve as a guiding framework throughout the study process. To achieve these goals, the study will involve several key components, including:

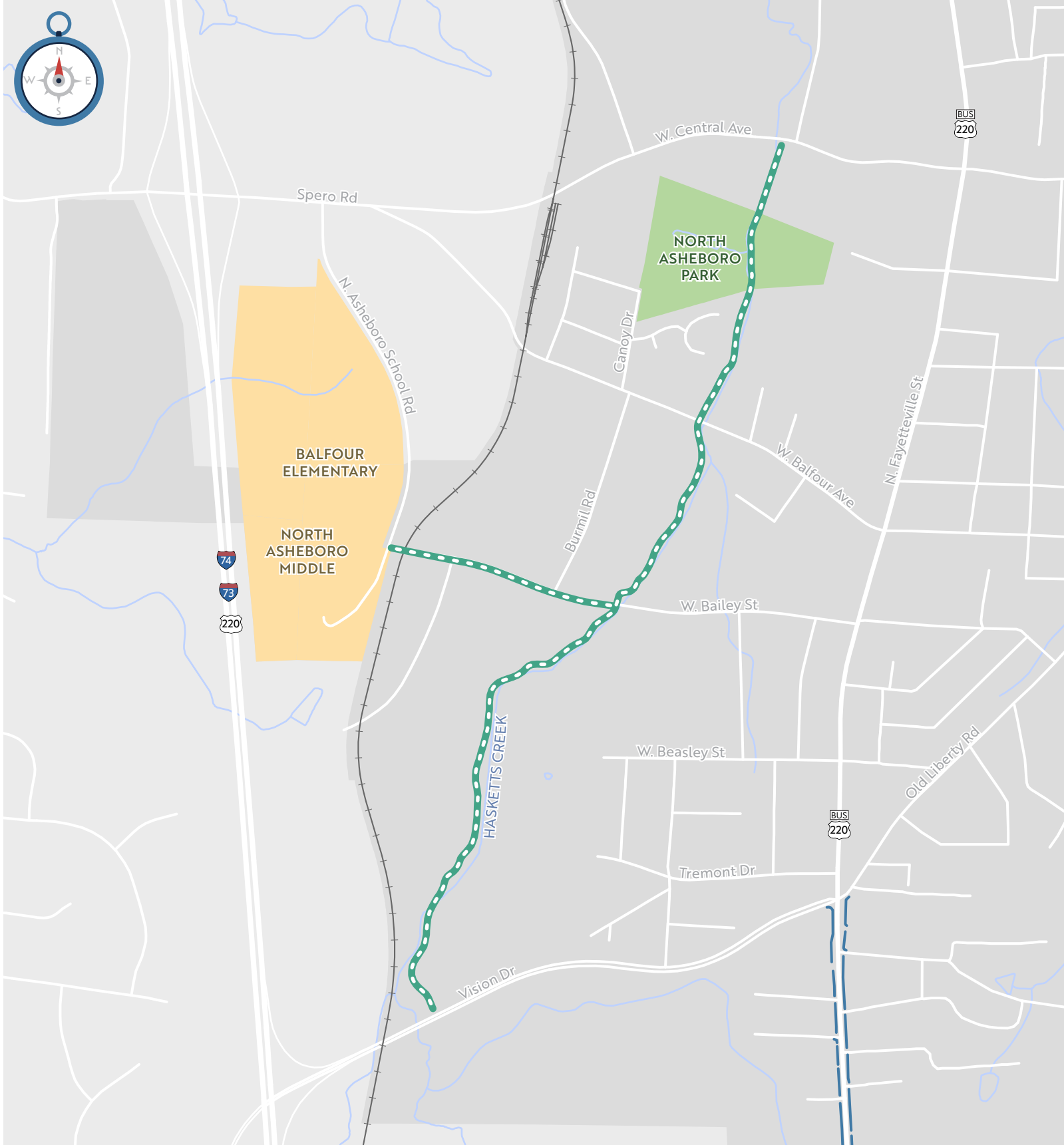
Stakeholder + Public Engagement: This involves developing a community engagement plan to coordinate with stakeholders, conducting working group meetings, and organizing public meetings at regular intervals throughout the study process. Coordination with project partners such as NCDOT, City of Asheboro staff, and local government staff is also integral.

Existing Conditions Analysis: This phase will encompass an extensive GIS analysis with base mapping and a thorough examination of environmental features and topography.

Alternative Route Alignments: The study will identify landowner and acquisition challenges, assess road and stream crossings, and evaluate environmental and permitting constraints for various route options.

Preferred Route Development: This phase involves the creation of acquisition strategies, planning-level cost estimates, design considerations, and project phasing for the selected route.

Development of a Final Study Document: The feasibility study serve as a comprehensive document that outlines implementation action steps, funding resources, and design resources to guide the greenway project to its successful completion.



NORTH ASHEBORO GREENWAY FEASIBILITY STUDY Study Area



- Preliminary Study Corridor
- Existing Sidewalk
- Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County



Previous Planning Efforts

The North Asheboro Greenway Feasibility Study builds on local, regional, and statewide plans for greenways and other transportation facilities. Reviewing existing plans that support greenway initiatives offers a wealth of knowledge and experiences that can inform the development of future projects in the City of Asheboro. The review of existing plans may help the project team better understand community needs, identify local design principles, and best practices, consider environmental factors, and develop effective funding and implementation strategies for the proposed North Asheboro Greenway. An understanding of nearby planned projects can also impact the design or delivery of the North Asheboro Greenway and should be coordinated with the greenway’s development.

EXISTING PLAN/STUDY	KEY RECOMMENDATIONS RELATED TO THE NORTH ASHEBORO GREENWAY FEASIBILITY STUDY
<p>City of Asheboro Comprehensive Pedestrian Transportation Plan (2008)</p>	<p>The City of Asheboro Comprehensive Pedestrian Transportation Plan establishes a vision for Asheboro’s pedestrian network in the year 2025. Projects included in the plan are prioritized with the most critical projects being included in small area plans. Public input found a lack of sidewalks and multiuse paths is the greatest barrier to walking, and Fayetteville St ranked among the streets most in need of improvement. A road widening and sidewalk project planned between Vision Dr/Old Liberty Rd and the Randleman city line has not yet been realized. W Balfour Ave between Canoy Dr and N Fayetteville St and W Bailey St between North Asheboro Middle School and N Fayetteville St, as well as intersection improvements at N Fayetteville St and Bailey St and N Fayetteville St and Strider St, are recommended but did not score high in the prioritization process. A 0.8-mile multiuse path between North Asheboro Middle School and North Asheboro Park is recommended for implementation within 6-15 years and would follow Hasketts Creek. The Pedestrian Transportation Plan also includes policy recommendations to require sidewalks for new residential construction and new development or change of use where curb and gutter exists, as well as acquiring public access easements when sewer and water easements are created on proposed greenway corridors.</p>
<p>Asheboro Comprehensive Transportation Plan (2014)</p>	<p>The Asheboro Comprehensive Transportation Plan (CTP) identifies multimodal transportation needs through 2040. The widening of N Fayetteville St to a four-lane boulevard from Claude Holden Dr to Old Liberty Rd is recommended as a highway project, as well as sidewalks and bicycle facility improvements on N Fayetteville St. A multiuse path is recommended on a new alignment between W Presnell St and Art Bryan Dr, including the North Asheboro Greenway corridor.</p>

EXISTING PLAN/STUDY	KEY RECOMMENDATIONS RELATED TO THE NORTH ASHEBORO GREENWAY FEASIBILITY STUDY
City of Asheboro 2020 Land Development Plan (2000, updated 2009 and 2015)	The City of Asheboro 2020 Land Development Plan guides growth and development for the city. It includes recommendations for 5-7 miles of proposed greenways from previous planning efforts, and the North-East planning area is specifically identified for greenway development along streams. The plan identifies N Fayetteville St as likely to be near capacity by the year 2025. Among the goals of the plan are to require pedestrian facilities in all new land development projects.
City of Asheboro Comprehensive Parks and Recreation Plan (2021)	The City of Asheboro Comprehensive Parks and Recreation Plan identifies needs for parks, recreation, and cultural services offered in Asheboro. Building greenways and trails ranked as one of the community's top priorities in community engagement efforts. Recommendations related to the North Asheboro Greenway Feasibility Study include updating and implementing the Comprehensive Pedestrian Transportation Plan to improve pedestrian accessibility to park sites, provide bicycle parking at parks, and establishing a trail system incorporating informal trails and new trails recommended with other municipal facilities.
NCDOT Great Trails State Plan (2022)	The North Carolina Department of Transportation's (NCDOT) Great Trails State Plan, completed in 2022, helped to identify priorities of existing trail users. Among the top destinations for current users were local and regional parks (#1), small towns and rural communities (#3), and river, lake, and beach access points (#4). The plan identifies a preferred route along the Deep River that will connect Randleman and communities north with the existing Deep River Rail Trail in Ramseur, as well as a route that will connect through Asheboro and the study area to the Uwharrie National Forest. The plan also emphasizes key design features including the need for wayfinding and branding, roadway crossings with traffic calming features or median refuges, and the need to coordinate with developers.

Policy Review

Policy review plays a crucial role in informing the planning process for greenways. By conducting a thorough policy review, the project team can ensure that trail planning is informed by current policies, regulations, and funding mechanisms. This helps create a solid foundation for developing the North Asheboro Greenway Feasibility Study to ensure the trail is feasible, compliant with regulations, and aligned with broader policy goals, ultimately leading to the successful implementation and sustainable management of the project. The table below provides an overview of existing policies and ordinances at the local, state, and federal levels that may impact trail design and development in the study area for the North Asheboro Greenway.

EXISTING POLICY	KEY POLICIES TO GUIDE THE NORTH ASHEBORO GREENWAY FEASIBILITY STUDY
Asheboro Code of Ordinances (2023)	The Asheboro Code of Ordinances requires sidewalks to be maintained by the adjacent property owner.
Asheboro Subdivision Ordinance (2023)	Article VI, Sec. I of the Asheboro Subdivision Ordinance requires any thoroughfare designated on the Comprehensive Transportation Plan to be included on the subdivision plat. Any proposed trails or rights-of-way for pedestrians and bicyclists must also be included on sketch design plats, preliminary plats, and final plats. The Subdivision Ordinance does not require but encourages sidewalks, especially in high density development. Pedestrian crosswalk easements at least 15 feet in width may be required to provide public access to areas such as parks, schools, or lakes if deemed necessary by the Planning Board and approved by City Council. Sidewalks are required in Planned Unit Developments.
Asheboro Zoning Ordinance (2023)	The Asheboro Zoning Ordinance requires a minimum vegetative buffer of 50 feet against development activities along all perennial waters. Development within this buffer is prohibited except for water-dependent structures and public projects including greenways where no practical alternative exists.

EXISTING POLICY

KEY POLICIES TO GUIDE THE
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY**NCDOT Complete Streets
Policy (2023)**

The NCDOT Complete Streets Policy Update was adopted by the Board of Transportation in August 2019. This policy requires NCDOT to consider and incorporate multimodal facilities in the design and improvement of all transportation projects in North Carolina. The adopted Comprehensive Transportation Plan (CTP) is considered the controlling plan for the identification of nonmotorized facilities to be evaluated as part of a roadway project. The CTP may include and/or reference locally adopted plans for public transportation, bicycle and pedestrian facilities, and greenways. Bicycle, pedestrian, and public transportation facilities that appear in the CTP directly or by reference will be included as part of the proposed roadway project, and NCDOT is responsible for the full cost of the project. Bicycle, pedestrian, and transit facilities incidental to a roadway project where a need has been identified through the project scoping process but not identified in an adopted plan may be included in the project. Inclusion of these incidental facilities requires the local jurisdiction to share the incremental cost of constructing the improvements based on population thresholds. The policy also establishes maintenance responsibility for active transportation facilities. Bicycle, pedestrian, and transit improvements inside a municipal boundary are subject to local maintenance. Projects that have not completed environmental review prior to August 2019 are subject to the Complete Streets Policy.

**NCDOT Roadway Design
Manual (2021)**

The latest edition of the NCDOT Roadway Design Manual (RDM) was adopted in 2021 and recently updated in April 2022. This document outlines engineering design requirements for design of roadway facilities within the NCDOT right-of-way (ROW) and relies heavily on established engineering standards, such as the American Association of State Highway and Transportation Officials (AASHTO) Green Book, guidance documents from the Federal Highway Administration (FHWA), and other engineering design references. Section 4.14, Pedestrian Facilities, provides a detailed overview of the design requirements for sidewalks and multi-use paths built along NCDOT roadways. Guidance includes topics such as minimum width, minimum vertical clearance, minimum railing height, roadway crossings, grade separation, and curb ramps. Together, these factors will influence future design and construction of any portion of the greenway within NCDOT ROW. Additionally, NCDOT has a clear zone requirement for its roadways. The clear zone is defined as "The unobstructed traversable area provided beyond the edge of the traveled way is termed the clear zone. This area is used for the recovery of errant vehicles and includes shoulders, bike lanes, and auxiliary lanes." The width of the clear zone requirement varies based on the traffic volume, design speed, and cross slope of shoulder for the roadway in question. This clear zone can have implications for multi-use path development as it may increase the amount of needed ROW.

EXISTING POLICY**FHWA Guidance on
Bicycle and Pedestrian
Accommodation (2011)****KEY POLICIES TO GUIDE THE
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY**

Under the US Department of Transportation (DOT) Policy Statement on Bicycle and Pedestrian Accommodation, "The DOT policy is to incorporate safe and convenient walking and bicycling facilities into transportation projects. Every transportation agency, including DOT, has the responsibility to improve conditions and opportunities for walking and bicycling and to integrate walking and bicycling into their transportation systems. Transportation agencies are encouraged to go beyond minimum standards to provide safe and convenient facilities for these modes." There are no Federal laws or regulations that prohibit shared use paths or bicycle use along or near Interstate highways or other freeways. Bicycle and pedestrian accommodations may be allowed on Interstate and other major highways and freeways. Bridges are essential in any transportation network, and many Interstate or other freeway bridges often are the only possible bridges across rivers, canyons, railroads, other highways, or other major barriers. Major highway bridges often are necessary links for nonmotorized transportation networks.

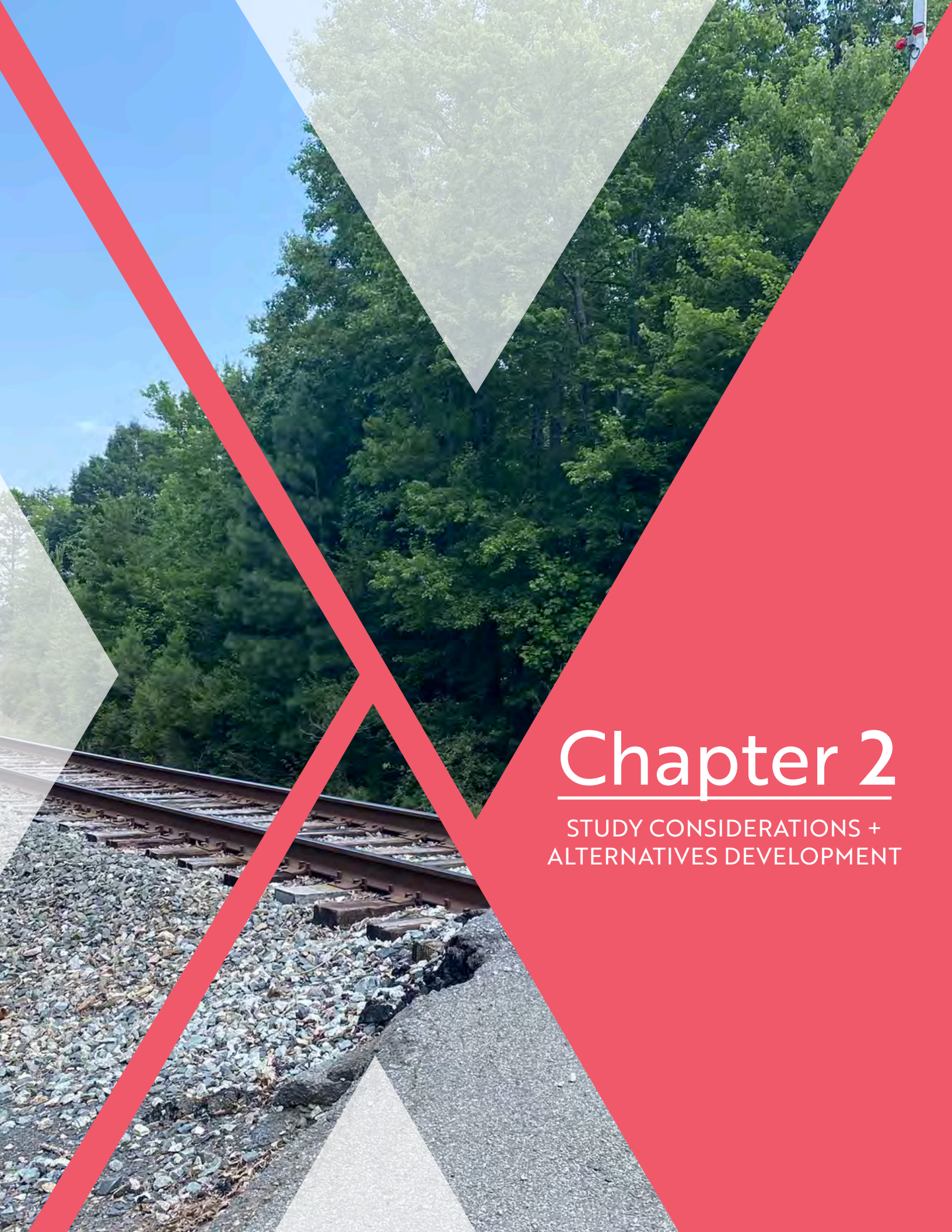
Under 23 U.S.C. 217(g), transportation plans must consider bicycle and pedestrian accommodations.

23 U.S.C. 217(g) Planning and Design:

1. In General. --Bicyclists and pedestrians shall be given due consideration in the comprehensive transportation plans developed by each metropolitan planning organization and State in accordance with sections 134 and 135, respectively. Bicycle transportation facilities and pedestrian walkways shall be considered, where appropriate, in conjunction with all new construction and reconstruction of transportation facilities, except where bicycle and pedestrian use are not permitted.
2. Safety considerations. --Transportation plans and projects shall provide due consideration for safety and contiguous routes for bicyclists and pedestrians. Safety considerations shall include the installation, where appropriate, and maintenance of audible traffic signals and audible signs at street crossings.



Central Ave looking east toward Hasketts Creek



Chapter 2

STUDY CONSIDERATIONS +
ALTERNATIVES DEVELOPMENT

Planning Considerations

Planning level considerations provide insight into the social and economic environments within a study area and may influence the proposed alignments for a greenway. The demographic analysis for this study helped to inform the public engagement approach and to ensure proposed recommendations met the diverse needs of people residing along the corridor. The following planning level considerations were reviewed as part of this study: Community demographics and employment density.

COMMUNITY DEMOGRAPHICS

Analyzing demographic trends is crucial for effective planning of the active transportation network in the study area. This analysis helps the study team better understand the diverse needs of the community residing within the study corridor. Demographic data was sourced from the 2020 American Community Survey (ACS) 5-year estimates (2016-2020), obtained through the United States Census Bureau.

The Demographic Study Area (DSA) for the *North Asheboro Greenway Feasibility Study* encompasses 27 block groups, as indicated in the accompanying map (see right). These selected block groups are located within a three-

mile radius of the initial alignments examined and collectively represent an estimated total population of 36,224 people.

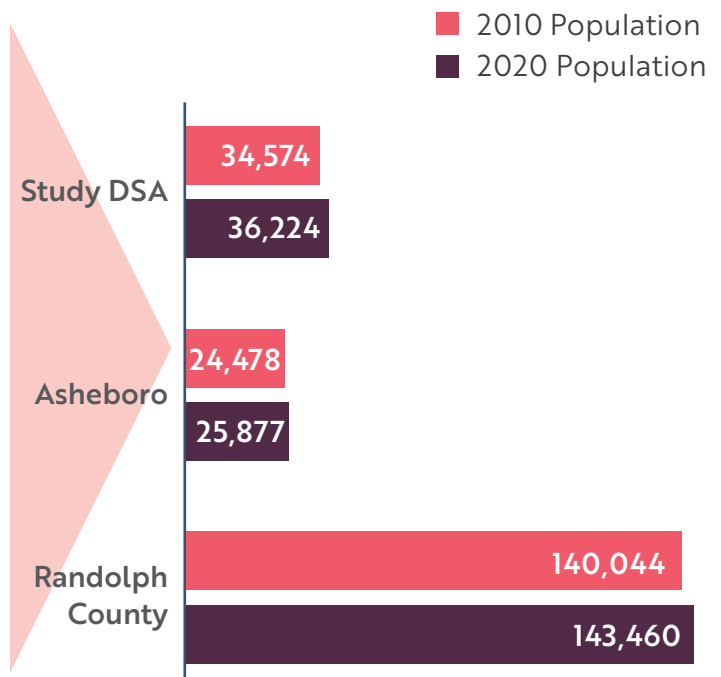
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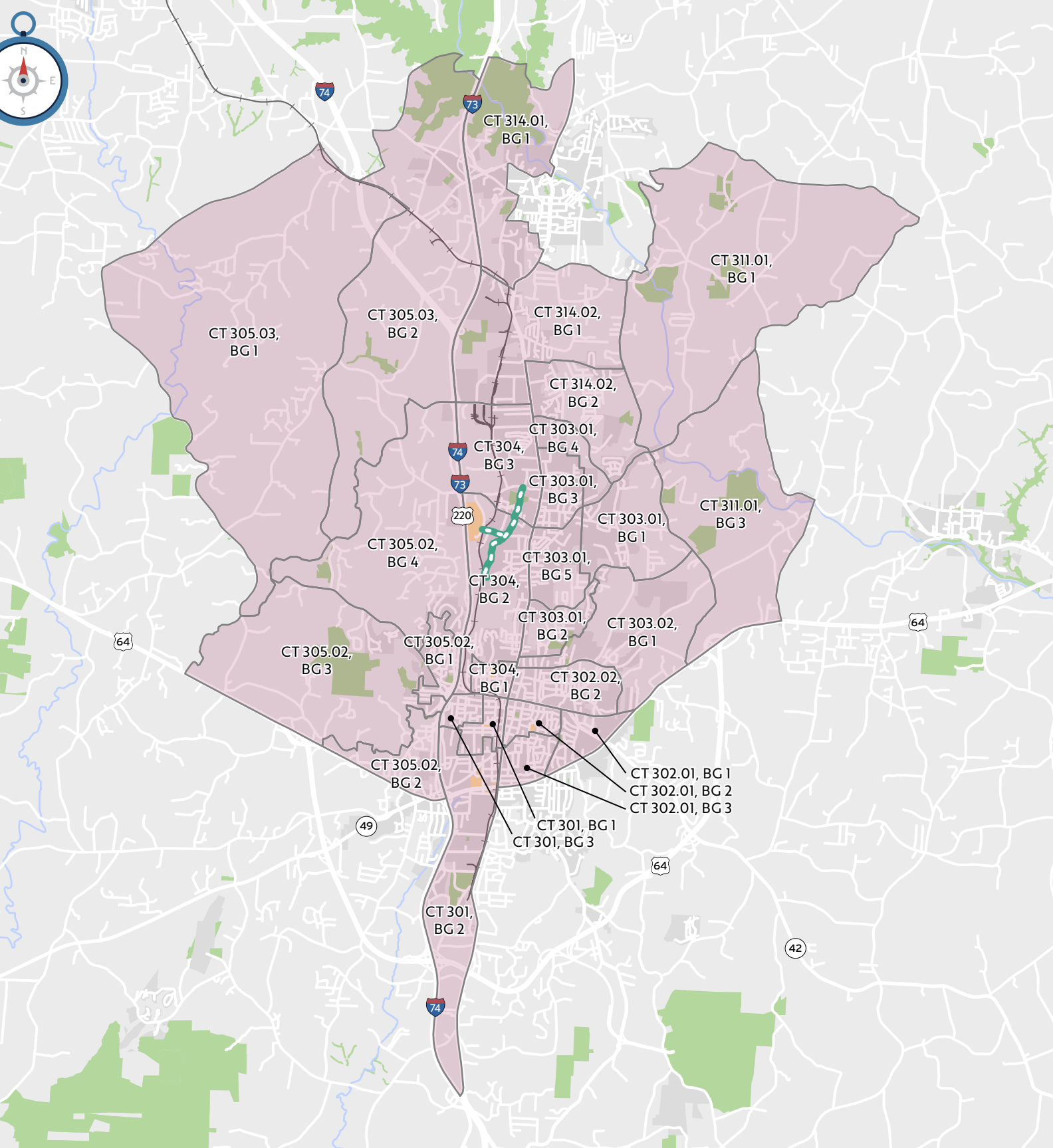
- Population
- Age
- Race, ethnicity, + minority
- Households living below the poverty level
- Income
- Language
- Vehicle availability
- Commute

POPULATION

According to ACS data, the population of the DSA in 2010 was 34,574, which increased to 36,224 in 2020, reflecting a 4.8 percent increase (equivalent to a 0.5 percent annualized growth rate). Similarly, the City of Asheboro experienced a 5.7 percent increase in population (24,478 to 25,877 population). This was similar to the City of Asheboro’s annualized growth rate of 0.6 percent. In contrast, Randolph County only experienced a 0.2 percent annualized growth rate during the same period. North Carolina as a whole took the lead and witnessed a 12 percent increase in population, corresponding to a 1.1 percent annualized growth rate.

Enhancing active transportation infrastructure, such as greenways, has the potential to attract new residents and businesses to the area. Additionally, it can contribute to the overall quality of life for residents in the surrounding region. By providing accessible and appealing options for active transportation, the community can leverage these improvements to foster growth, boost its local economy, and enhance the well-being of its residents.





NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Block Groups within 3 Miles of the Project

1.5 3 Miles

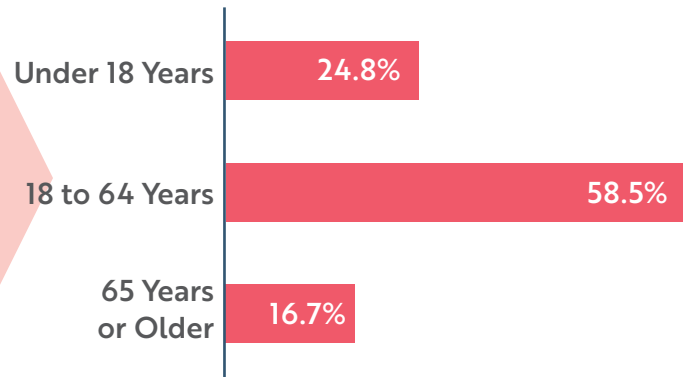
LEGEND

- Preliminary Study Corridor
- Railroad
- Roadway
- Study Area Census Tract (CT) Block Group (BG)
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County

AGE

The median age of residents in the DSA is 38.6 years old. More than half (58.5%) of the DSA’s population falls within the range of 18 to 64 years old. This data indicates a significant presence of working-age individuals within the DSA. The remaining population is divided into 24.8 percent under the age of 18 and 16.7 percent at or over the age of 65.

Considering these demographics, it is crucial for the design of future greenways to accommodate users of all ages and abilities. By ensuring accessibility and inclusivity, the North Asheboro Greenway can cater to the needs and preferences of diverse user groups, including children, seniors, and individuals with varying physical abilities. This approach will create a welcoming and inclusive environment that promotes active transportation and supports the well-being of all residents within the DSA.

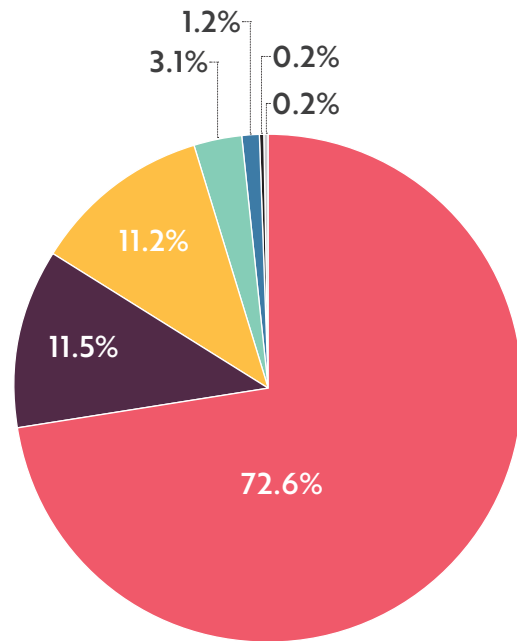


RACE, ETHNICITY, + MINORITY

The DSA is primarily composed of White residents, accounting for 72.6 percent of the population. The “Some Other Race” category represents 11.5 percent, while Black or African American individuals make up nearly 11 percent (11.2%). Two or more races account for 3.1 percent, followed by Asian individuals at 1.2 percent, and American Indian and Alaska Native and Native Hawaiian/Pacific Islander individuals at 0.2 percent. Additionally, approximately 23.5 percent of the DSA’s population identifies as Hispanic.

According to the U.S. Census, minorities encompass all non-white races and Hispanic populations who are also White. In the DSA, the minority population represents approximately 38 percent (38.3%) of the total population. This percentage is higher than the state’s average minority rate of 37.4 percent.

Understanding the demographic composition of the DSA is crucial for developing inclusive and equitable greenway infrastructure. By considering the needs and preferences of diverse communities, planners and engineers can ensure that the design and accessibility of the North Asheboro Greenway promotes inclusivity and provides equal opportunities for all residents, regardless of their racial or ethnic backgrounds.

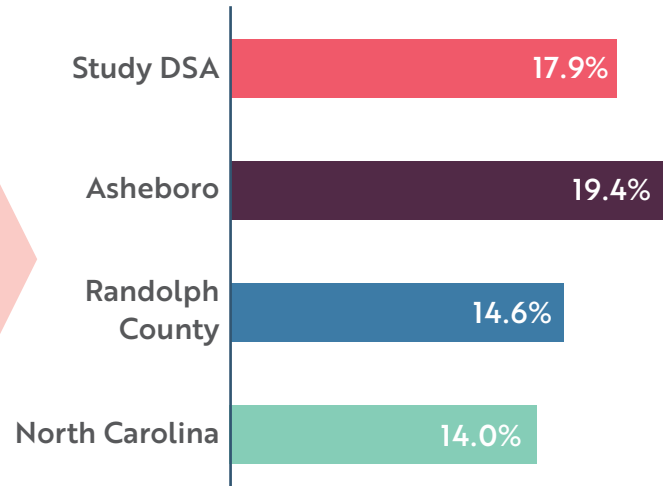


- White
- Asian
- Some other race
- American Indian + Alaska Native
- Black or African American
- Native Hawaiian/Pacific Islander
- Two or more races

HOUSEHOLDS LIVING IN POVERTY

The percentage of households living below the poverty level in the DSA is less than 20 percent (17.9%). This poverty rate is lower than the rate of the City which is 19.4 percent. However, it is slightly higher than the poverty rate for the state, which stands at 14.0 percent.

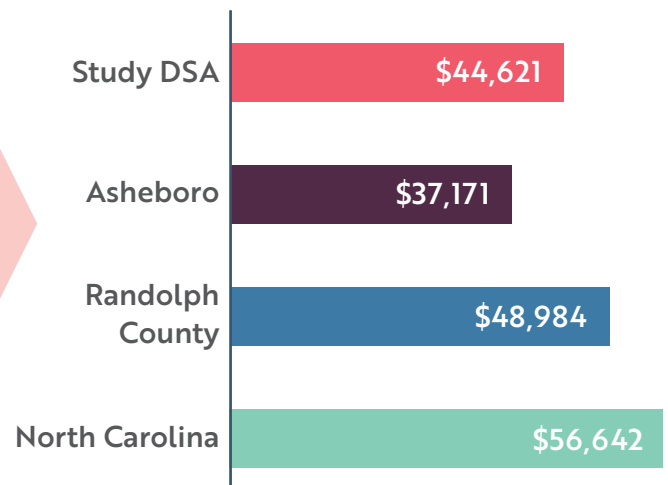
Understanding the poverty rate within the DSA is essential for developing initiatives and infrastructure that address the needs of the community. By considering the economic challenges faced by a portion of the population, planners and engineers can ensure that future projects, such as the North Asheboro Greenway, are designed to provide accessible and affordable transportation options that benefit all residents, regardless of their socioeconomic status.



HOUSEHOLD INCOME

Based on the recent 5-year estimates from the ACS, the median household income for residents in the DSA is \$44,621. This figure surpasses the median household income for Asheboro, which stands at \$37,171. However, it falls below both the overall median household income rate for Randolph County and North Carolina, which are at \$48,984 and \$56,642, respectively.

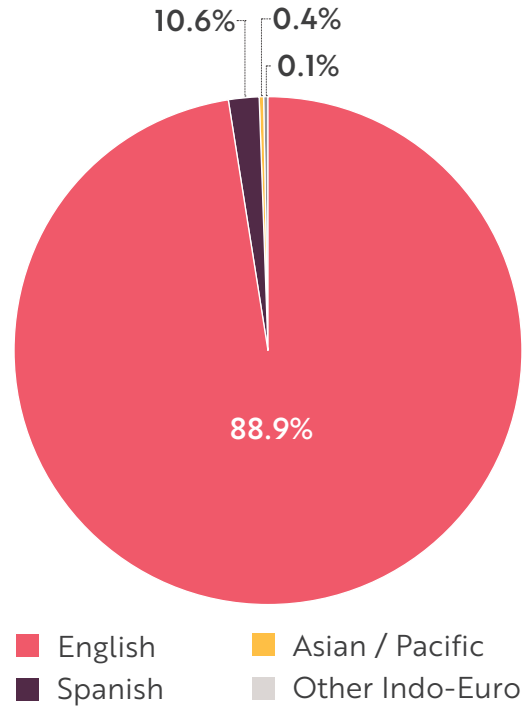
Understanding the income levels within the DSA provides valuable insights for planning and development initiatives. By recognizing the economic landscape, planners can tailor projects, such as greenways, to meet the needs and aspirations of the local community. Additionally, it underscores the importance of creating opportunities for economic growth and prosperity while striving for equitable access to resources and amenities that enhance the overall well-being of residents in the DSA.



LANGUAGE

English is the primary language spoken in the DSA, accounting for 88.9 percent of the population. Adult individuals aged 18 and older who speak English “less than very well” make up approximately 11 percent (11.1%) of the DSA’s population. Spanish is the second most commonly spoken language, representing 10.6 percent of the population, followed by “Asian/Pacific” at 0.4 percent and “Other Indo-Euro” at 0.1 percent. These language trends align with those observed in the City of Asheboro as a whole.

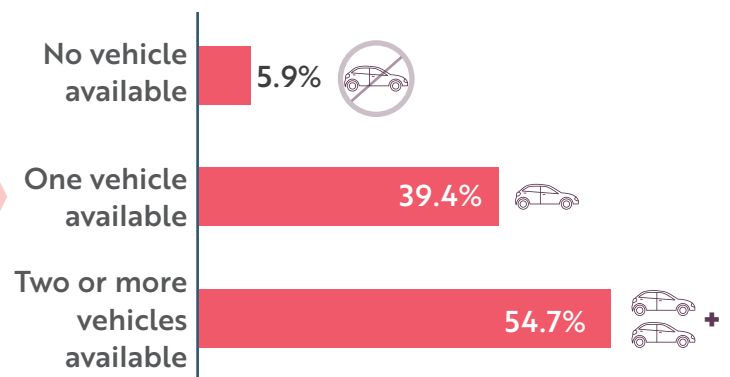
Recognizing the predominant languages spoken within the DSA is vital for ensuring effective communication and inclusivity in the planning of greenway infrastructure. It highlights the need for providing multilingual resources and engaging diverse language communities in public outreach efforts. By addressing language barriers, planners can foster a sense of belonging and actively involve all residents in shaping the future of the community’s active transportation network.



ACCESS TO VEHICLES

Out of the 14,312 occupied housing units in the DSA, the majority (54.7%) have access to two or more vehicles. Approximately 40 percent (39.4%) have access to one vehicle, while 5.9 percent of occupied housing units do not have access to a vehicle. These rates closely resemble the state’s statistics, where 5.6 percent of households lack vehicle access, 31.4 percent have access to one vehicle, and 63.0 percent have access to two or more vehicles.

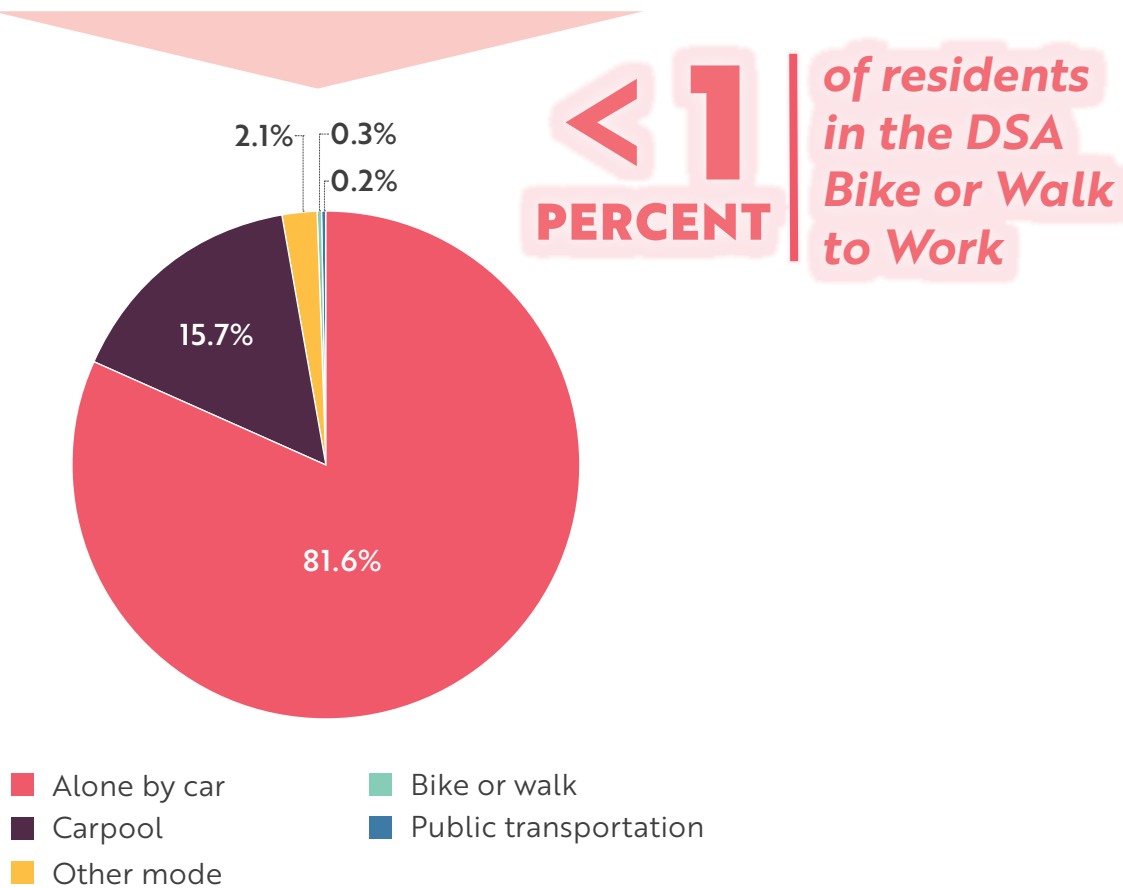
Considering the distribution of vehicle access within the DSA is crucial for the planning and construction of the North Asheboro Greenway. The future development of this greenway can provide a valuable transportation alternative for residents who do not have access to vehicles or rely on shared vehicles within their households. By offering a safe and convenient active transportation option, the greenway can enhance mobility, improve connectivity, and contribute to a more inclusive and sustainable community for all residents within the DSA.



COMMUTE

Almost 82 percent (81.6%) of residents in the North Asheboro Greenway DSA commute to work alone in a car. Carpooling is the second most popular mode for residents (15.7%), while a small percentage of the DSA's population use another mode of transportation to commute (2.1%). Only 0.3 percent prefer biking or walking to work and 0.2 percent of the DSA's population uses public transportation. Overall, the DSA's commute mode trends differ from the state's statistics (see biking/walking), where 85.9 percent commute alone by car, 9.7 percent carpool, 2.1 percent choose biking or walking, 1.3 percent select another mode, and 1.0 percent utilize public transportation.

Understanding the predominant commuting modes within the DSA helps inform transportation planning and the development of greenway infrastructure. By acknowledging the heavy reliance on private vehicles, planners can prioritize initiatives that promote alternative modes of transportation, such as biking, walking, and carpooling. Encouraging and enhancing these alternative modes will not only reduce traffic congestion and environmental impact but also contribute to improved public health, increased physical activity, and a more sustainable and livable community for residents within the North Asheboro Greenway DSA.



Once constructed, the North Asheboro Greenway may serve as a last-mile solution for vehicleless households that rely on nearby transit services to run errands and reach essential destinations.

EMPLOYMENT DENSITY

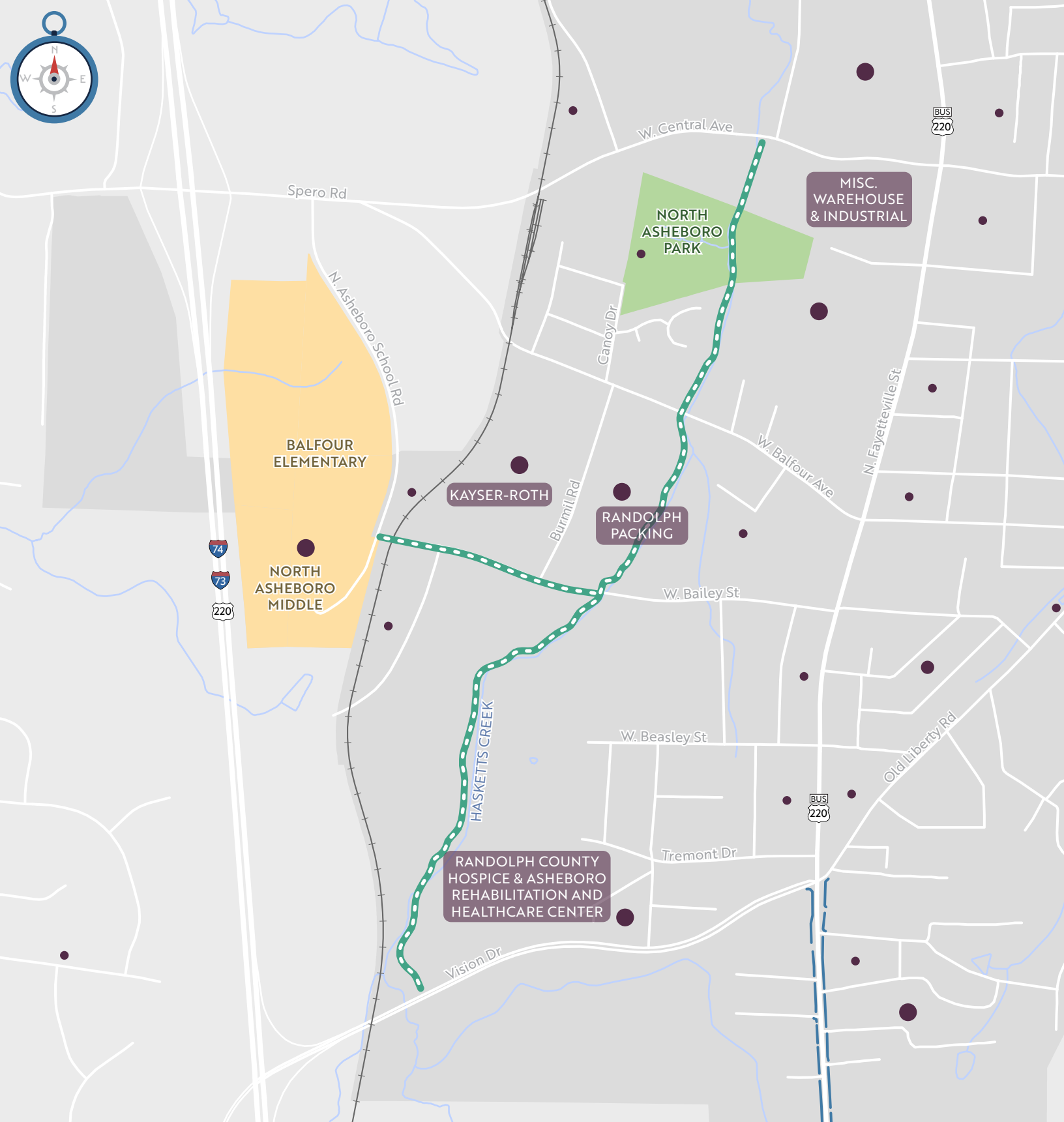
Employment density refers to the number of jobs per unit of land area, and it can exhibit significant variations depending on a locality's economic activity, industrial base, and population size. Understanding employment density is a critical factor in assessing the economic health and development of a region, and it is frequently utilized in conjunction with other demographic and economic indicators to inform policy decisions.

The data displayed in the following map has been sourced from the U.S. Census Bureau's OnTheMap! application. On this map, larger dots indicate a higher concentration of jobs. Notably, there is a pronounced concentration of jobs in Asheboro, particularly in proximity to North Asheboro Middle School, North Asheboro Park, and along Business 220. These areas encompass a mix of industrial, commercial, and residential zones (as detailed in the Zoning Map). According to Future Land Use data, several of the industrial zoned areas are slated to transform into employment centers (see Future Land Use Map). According to census data, manufacturing is the largest industry sector within Randolph County, constituting 34.0 percent of the total jobs (44,444 jobs).

Upon completion, the North Asheboro Greenway has the potential to offer accessible and sustainable transportation options for residents and workers seeking access to various locations within and around the DSA.















The future greenway may provide connections to nearby businesses



NORTH ASHEBORO GREENWAY FEASIBILITY STUDY Employment Density

LEGEND

-  Preliminary Study Corridor
-  Existing Sidewalk
-  1-49 Jobs
-  50-99 Jobs
-  100-225 Jobs
-  Railroad
-  Roadway
-  School
-  Park/Conserved Land
-  Water
-  Asheboro City Limits
-  Randolph County

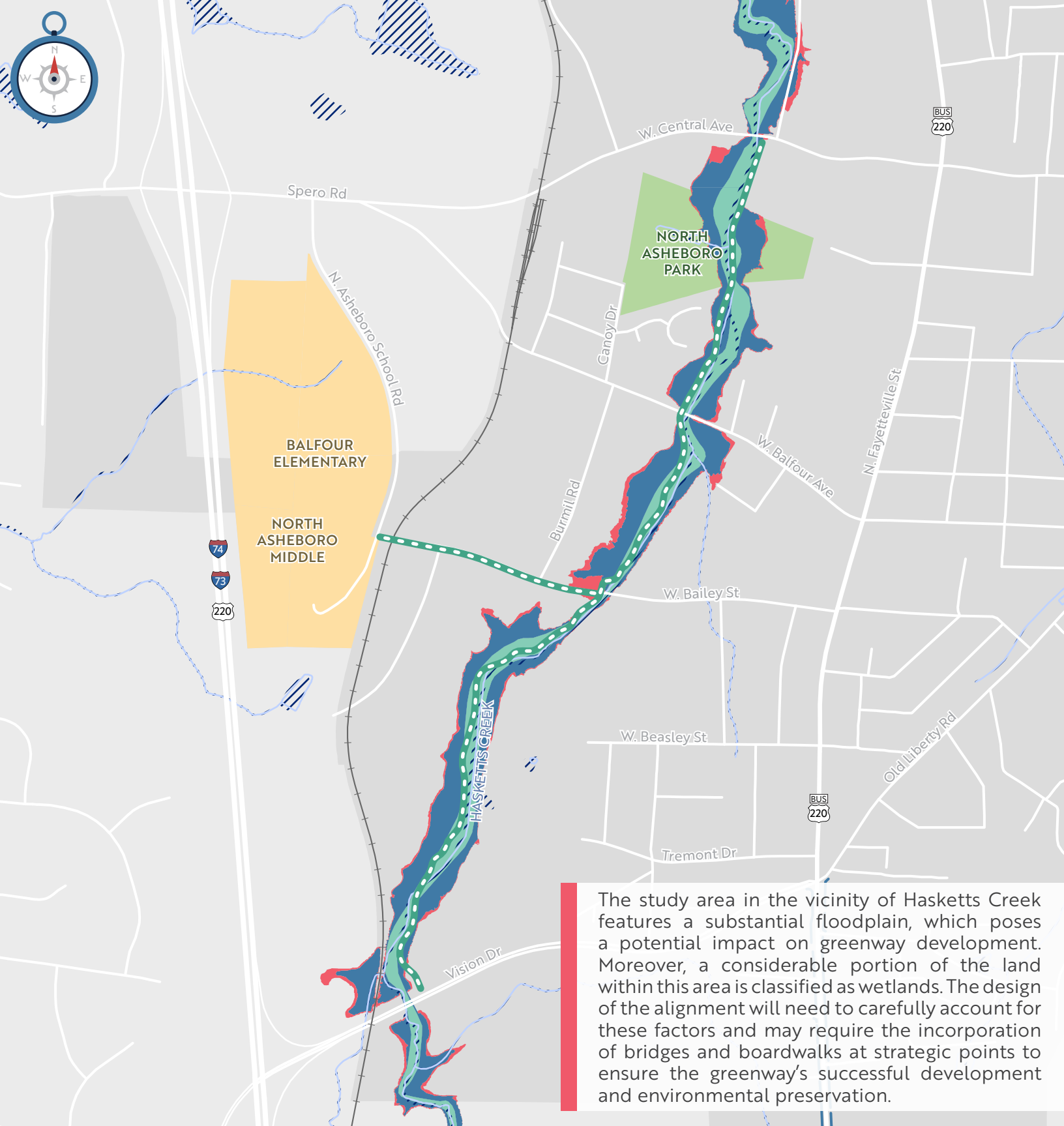
0 0.25 0.5 Mile

Natural Environment Considerations

The study area for the North Asheboro Greenway is predominately characterized by wooded area and Hasketts Creek, which runs adjacent to the study corridor. During the site visit and existing conditions analysis, the project team evaluated environmental features such as topography, wetlands, and flooding impacts. These features were assessed to better understand potential routing options for the greenway alignment, along with any potential constraints or design considerations. Maps displaying natural environment considerations are displayed on the following pages with accompanying captions.



Hasketts Creek at North Asheboro Park



The study area in the vicinity of Hasketts Creek features a substantial floodplain, which poses a potential impact on greenway development. Moreover, a considerable portion of the land within this area is classified as wetlands. The design of the alignment will need to carefully account for these factors and may require the incorporation of bridges and boardwalks at strategic points to ensure the greenway's successful development and environmental preservation.

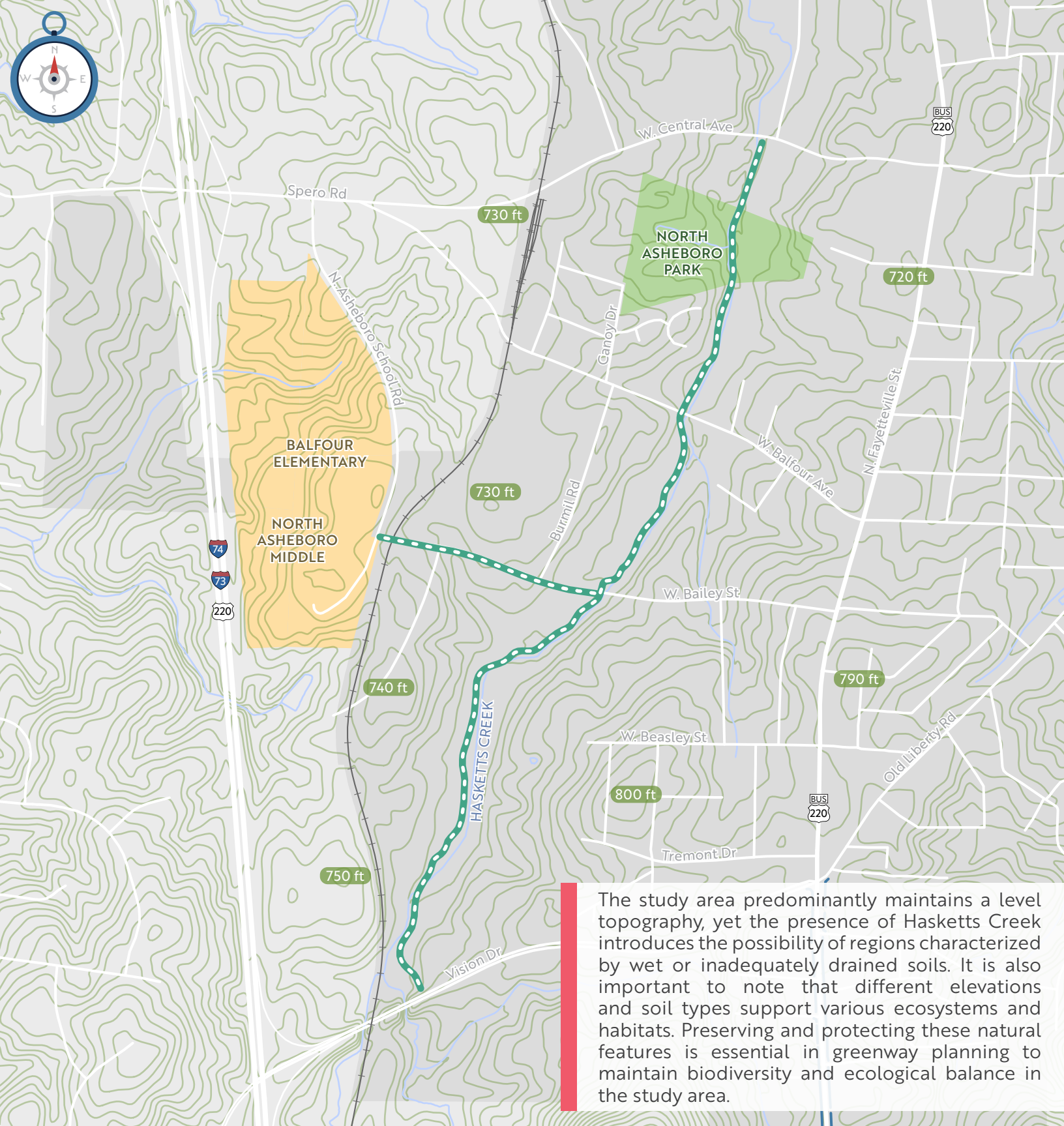
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Wetlands + Flooding

LEGEND

- Preliminary Study Corridor
- Existing Sidewalk
- Wetlands
- Floodway
- 100-Year Floodplain
- 500-Year Floodplain
- Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County





NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Topography

LEGEND

- Preliminary Study Corridor
- Existing Sidewalk
- 10-ft Contour
- Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County

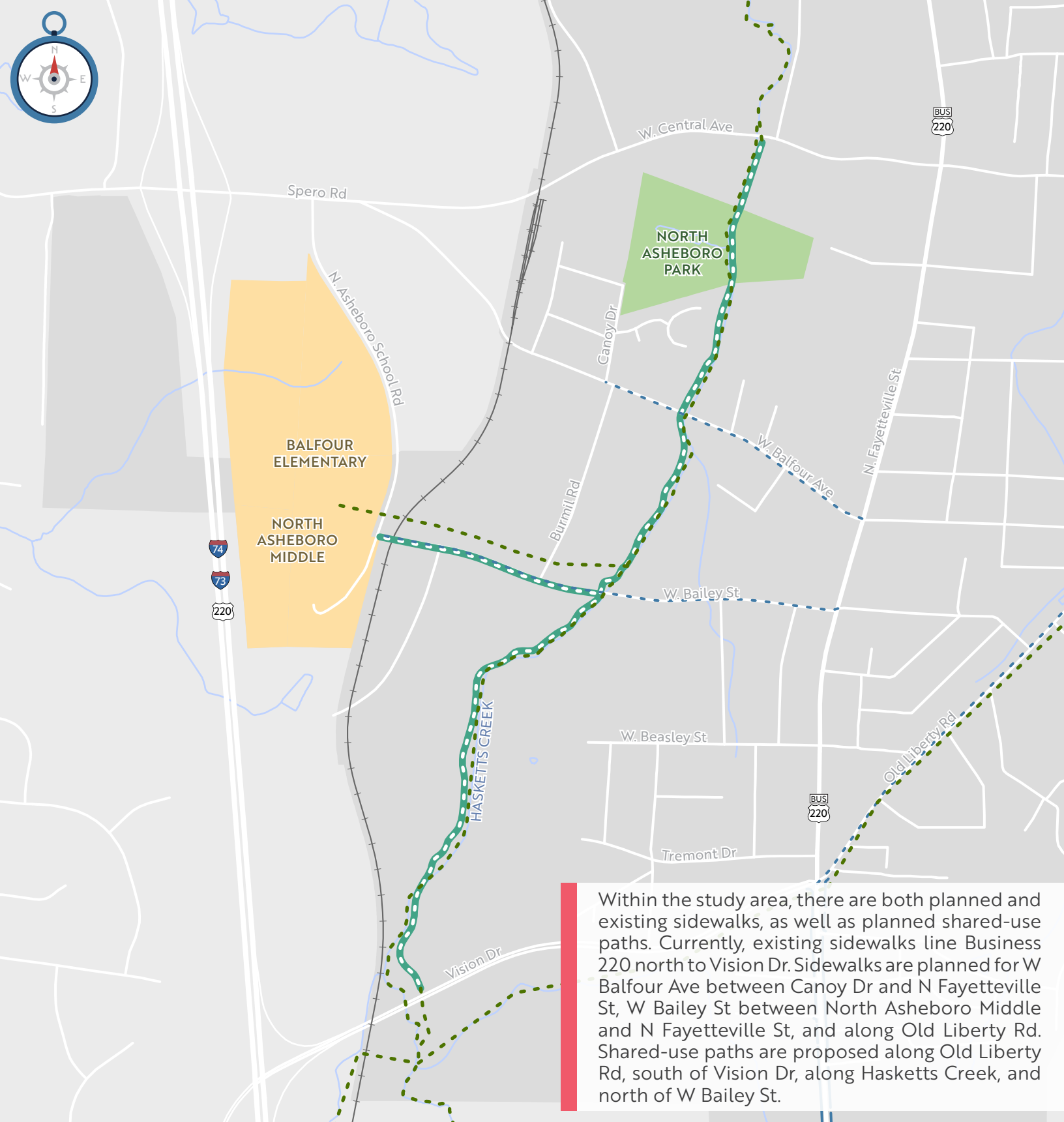


Human Environment Considerations

The following human environment considerations were assessed as part of this study:

- ◆ Existing and planned bicycle and pedestrian facilities
- ◆ Bicycle crashes
- ◆ Pedestrian crashes
- ◆ Fatal and serious injury crashes
- ◆ Total crash frequency by intersection
- ◆ Roadway traffic
- ◆ NCDOT Right-of-Way (ROW)
- ◆ Roadway Speed
- ◆ Easements
- ◆ Water and sewer lines
- ◆ Electrical power transmission
- ◆ NCDOT STIP projects (2024-2033)
- ◆ NCDOT HMIP (2023-2027)
- ◆ Existing Transit
- ◆ Zoning
- ◆ Future Land Use

For specific findings related to this feasibility study, please refer to the annotated maps on the following pages.



Within the study area, there are both planned and existing sidewalks, as well as planned shared-use paths. Currently, existing sidewalks line Business 220 north to Vision Dr. Sidewalks are planned for W Balfour Ave between Canoy Dr and N Fayetteville St, W Bailey St between North Asheboro Middle and N Fayetteville St, and along Old Liberty Rd. Shared-use paths are proposed along Old Liberty Rd, south of Vision Dr, along Hasketts Creek, and north of W Bailey St.

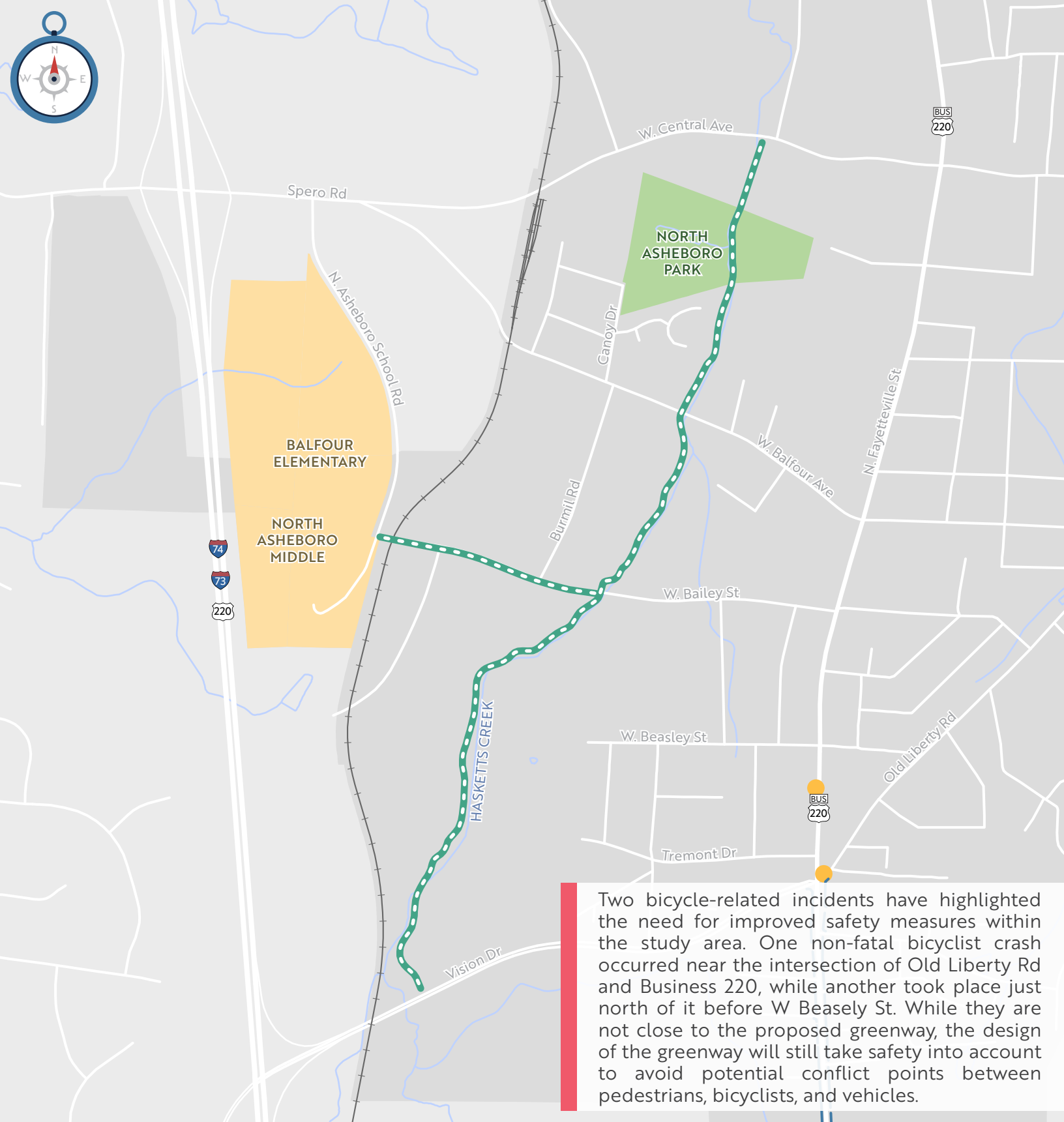
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Existing + Planned Bicycle + Pedestrian Facilities

LEGEND

- Preliminary Study Corridor
- Existing Sidewalk
- Planned Sidewalk
- Planned Shared-Use Path
- Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County

0 0.25 0.5 Mile



Two bicycle-related incidents have highlighted the need for improved safety measures within the study area. One non-fatal bicyclist crash occurred near the intersection of Old Liberty Rd and Business 220, while another took place just north of it before W Beasley St. While they are not close to the proposed greenway, the design of the greenway will still take safety into account to avoid potential conflict points between pedestrians, bicyclists, and vehicles.

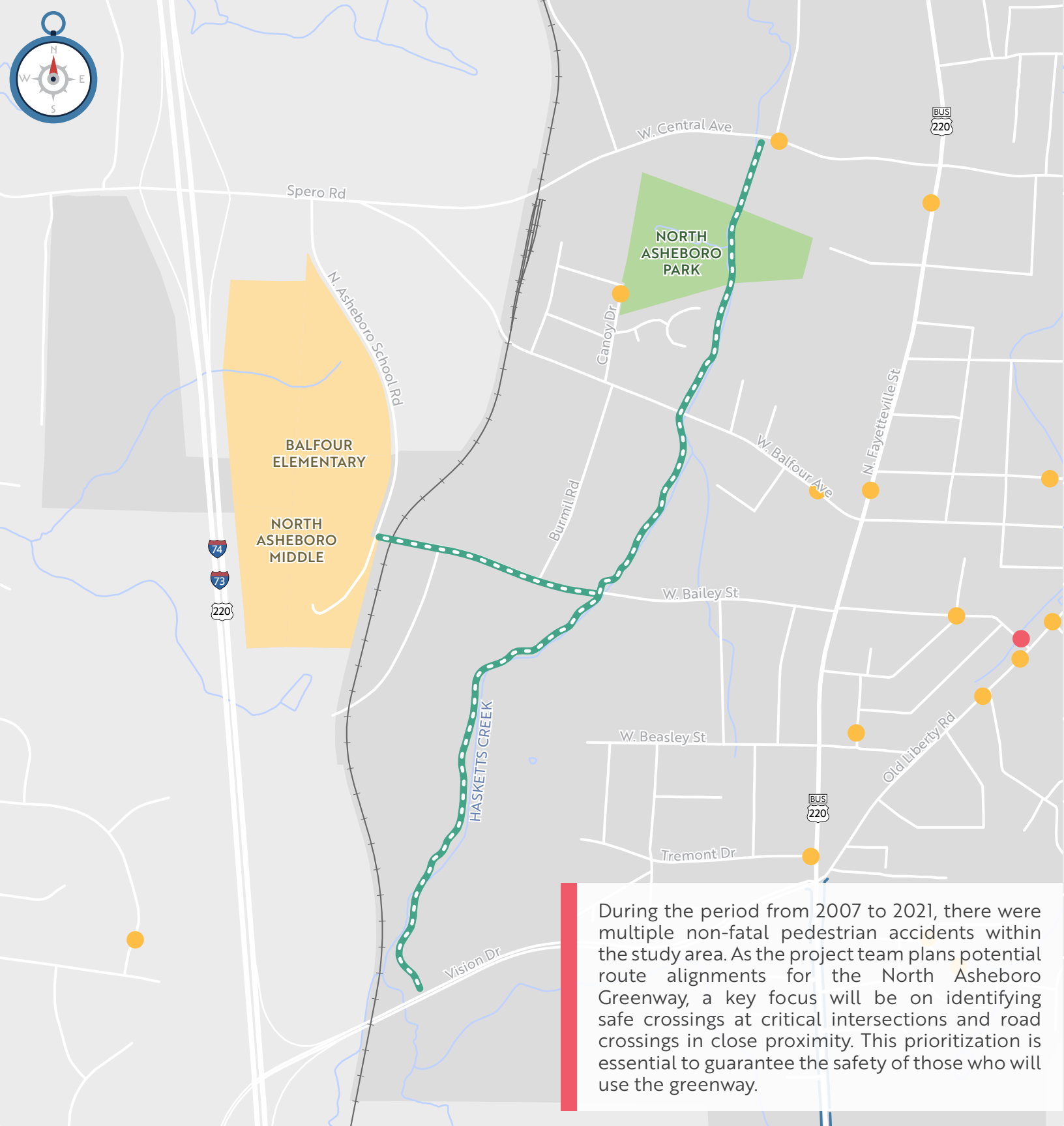
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Bicycle Crashes (2007-2021)

LEGEND

- Preliminary Study Corridor
- Existing Sidewalk
- Non-Fatal Crash
- Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County





During the period from 2007 to 2021, there were multiple non-fatal pedestrian accidents within the study area. As the project team plans potential route alignments for the North Asheboro Greenway, a key focus will be on identifying safe crossings at critical intersections and road crossings in close proximity. This prioritization is essential to guarantee the safety of those who will use the greenway.

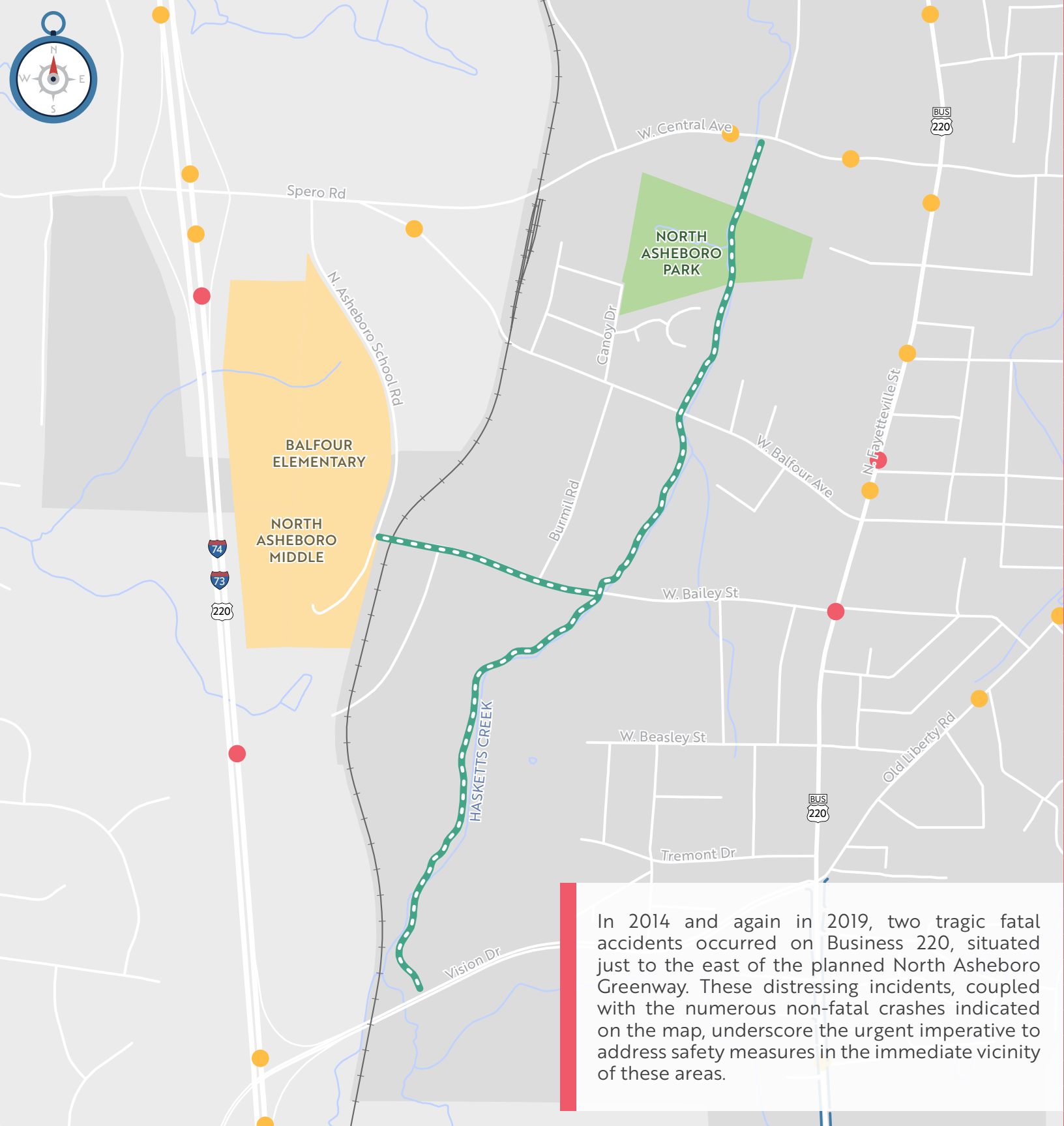
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Pedestrian Crashes (2007-2021)

LEGEND

- Preliminary Study Corridor
- Existing Sidewalk
- Fatal Crash
- Non-Fatal Crash
- Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County

0 0.25 0.5 Mile



In 2014 and again in 2019, two tragic fatal accidents occurred on Business 220, situated just to the east of the planned North Asheboro Greenway. These distressing incidents, coupled with the numerous non-fatal crashes indicated on the map, underscore the urgent imperative to address safety measures in the immediate vicinity of these areas.

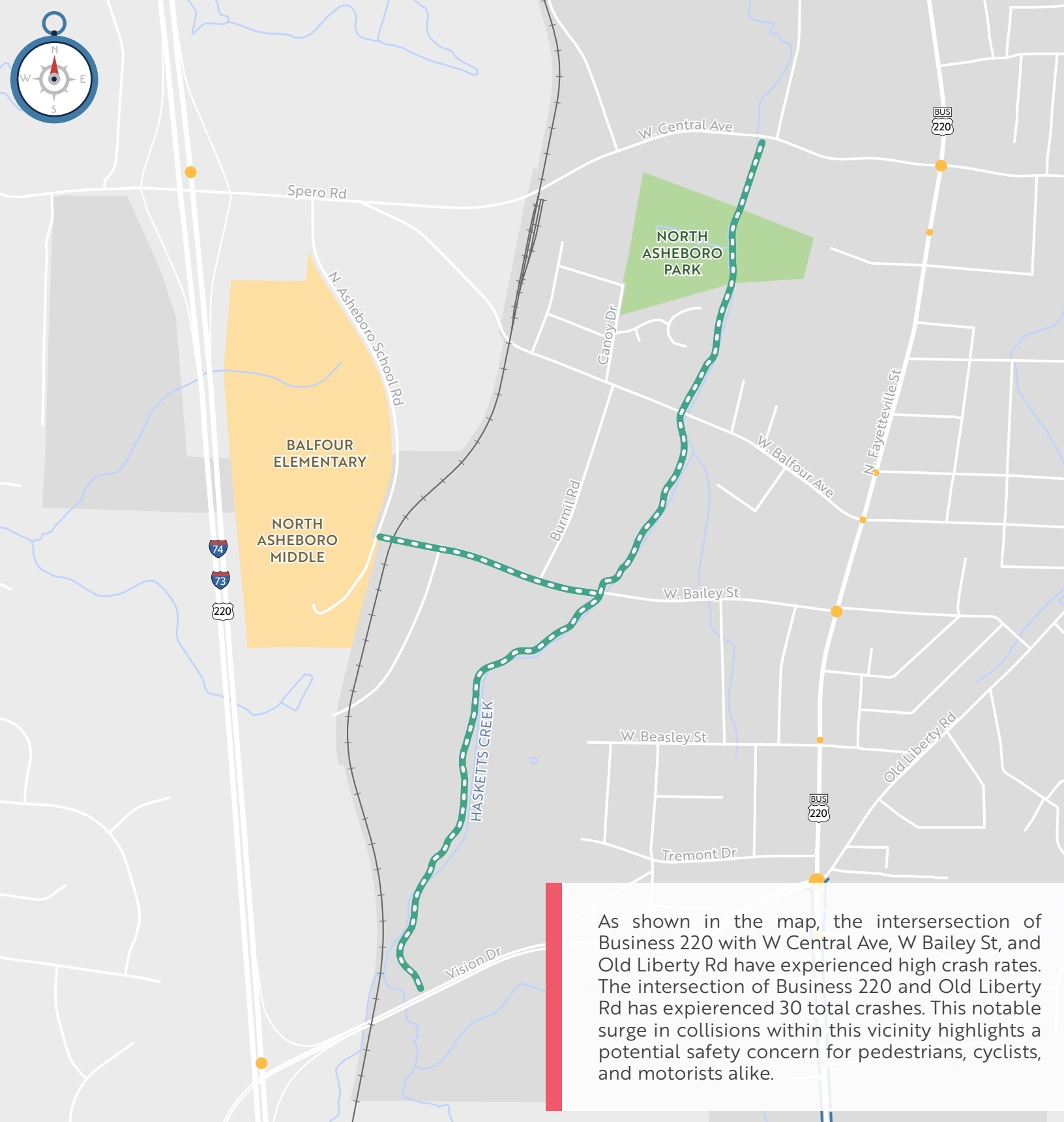
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Fatal + Serious Injury Crashes (2013-2022)

LEGEND

- Preliminary Study Corridor
- Existing Sidewalk
- Fatal Crash
- Non-Fatal Crash
- Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County

0 0.25 0.5 Mile



As shown in the map, the intersection of Business 220 with W Central Ave, W Bailey St, and Old Liberty Rd have experienced high crash rates. The intersection of Business 220 and Old Liberty Rd has experienced 30 total crashes. This notable surge in collisions within this vicinity highlights a potential safety concern for pedestrians, cyclists, and motorists alike.

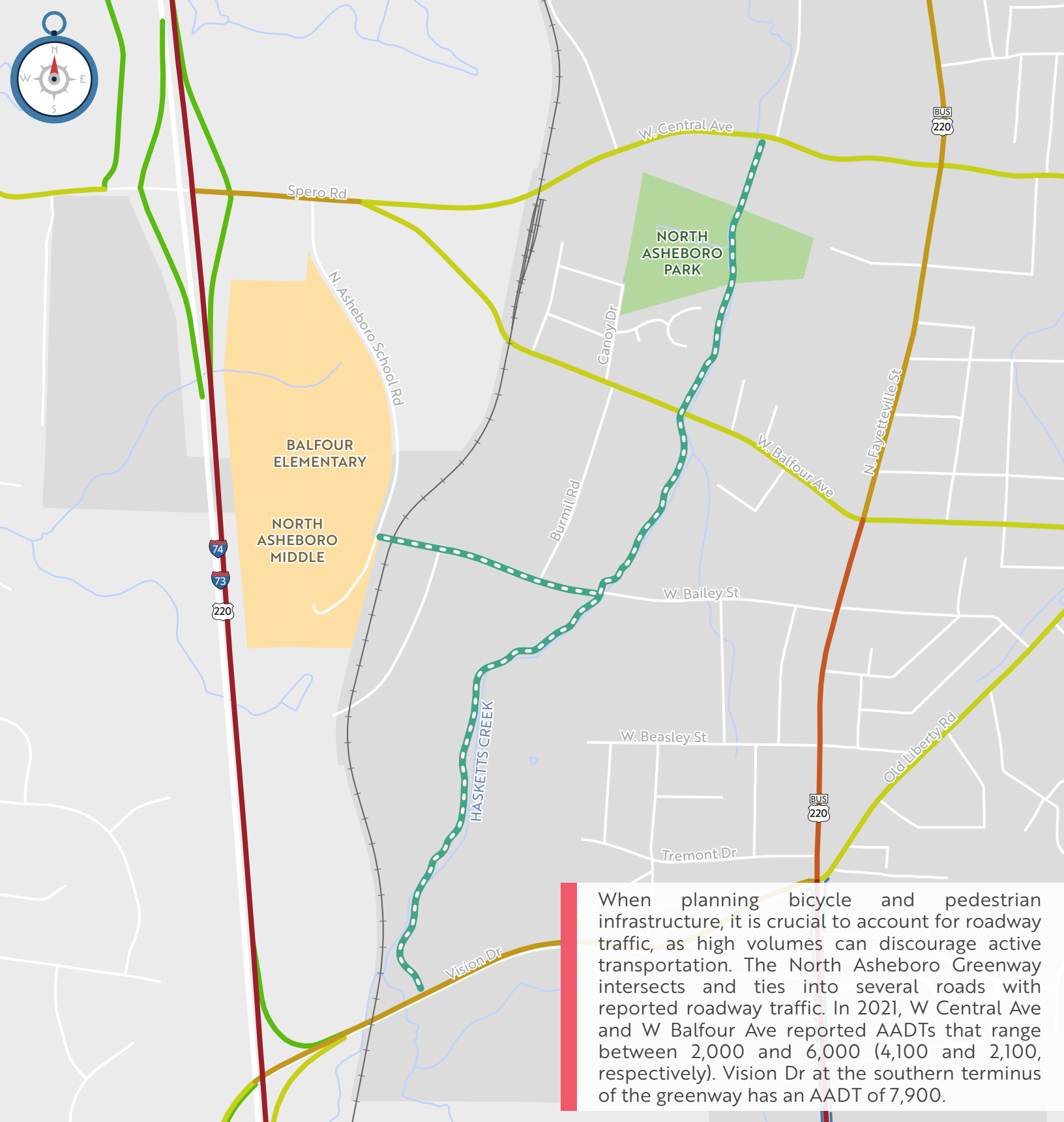
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Total Crash Frequency by Intersection

LEGEND

- Preliminary Study Corridor
- Existing Sidewalk
- 5-9 Intersection Crashes
- 10-24 Intersection Crashes
- 25-30 Intersection Crashes
- Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County

0 0.25 0.5 Mile



When planning bicycle and pedestrian infrastructure, it is crucial to account for roadway traffic, as high volumes can discourage active transportation. The North Asheboro Greenway intersects and ties into several roads with reported roadway traffic. In 2021, W Central Ave and W Balfour Ave reported AADTs that range between 2,000 and 6,000 (4,100 and 2,100, respectively). Vision Dr at the southern terminus of the greenway has an AADT of 7,900.

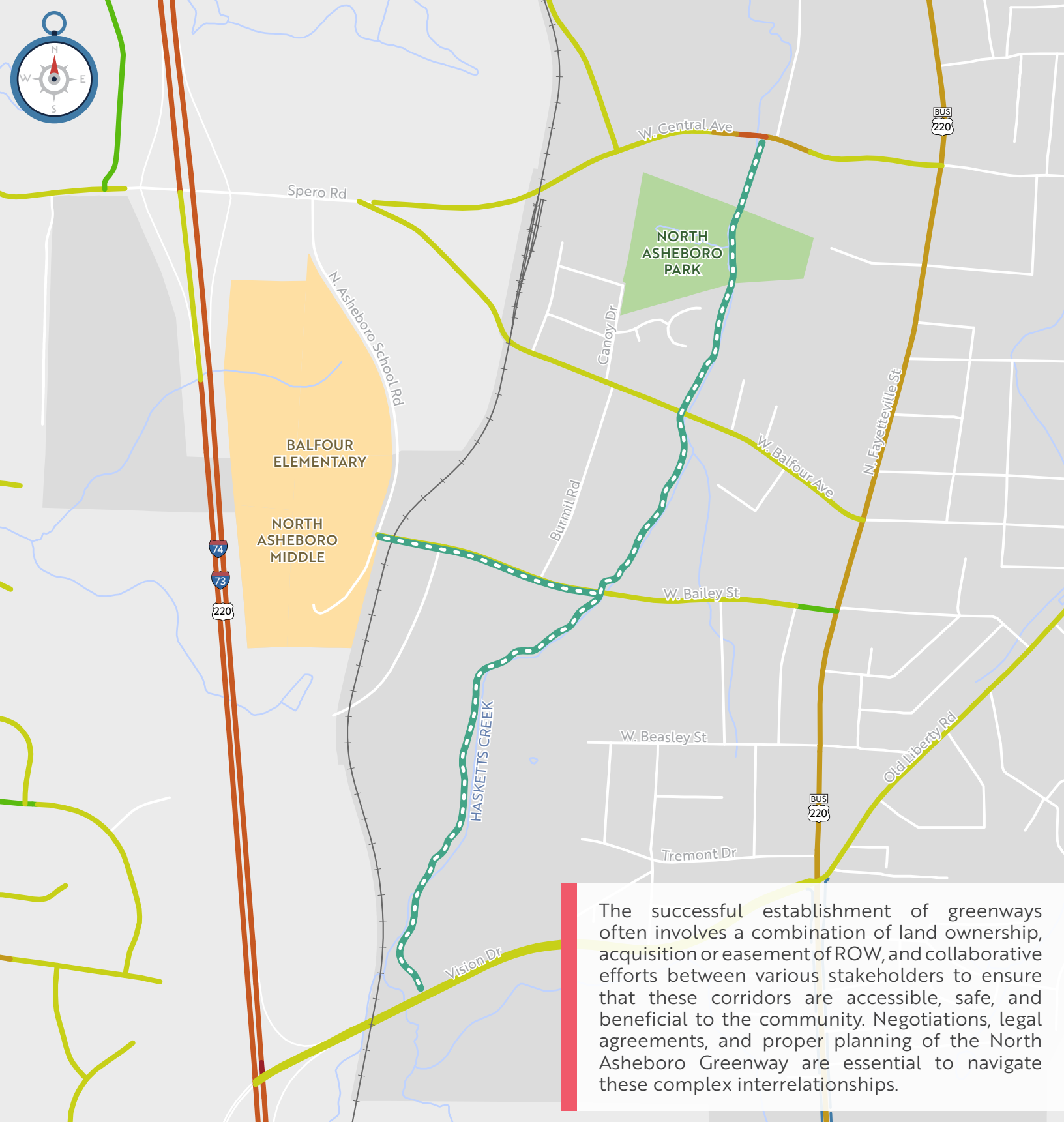
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Roadway Traffic (2021 AADT)

LEGEND

- Preliminary Study Corridor
- Existing Sidewalk
- 150-1,999 AADT
- 2,000-6,000 AADT
- 6,001-12,000 AADT
- 12,001-18,000 AADT
- 18,001-49,500 AADT
- Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County

0 0.25 0.5 Mile



The successful establishment of greenways often involves a combination of land ownership, acquisition or easement of ROW, and collaborative efforts between various stakeholders to ensure that these corridors are accessible, safe, and beneficial to the community. Negotiations, legal agreements, and proper planning of the North Asheboro Greenway are essential to navigate these complex interrelationships.

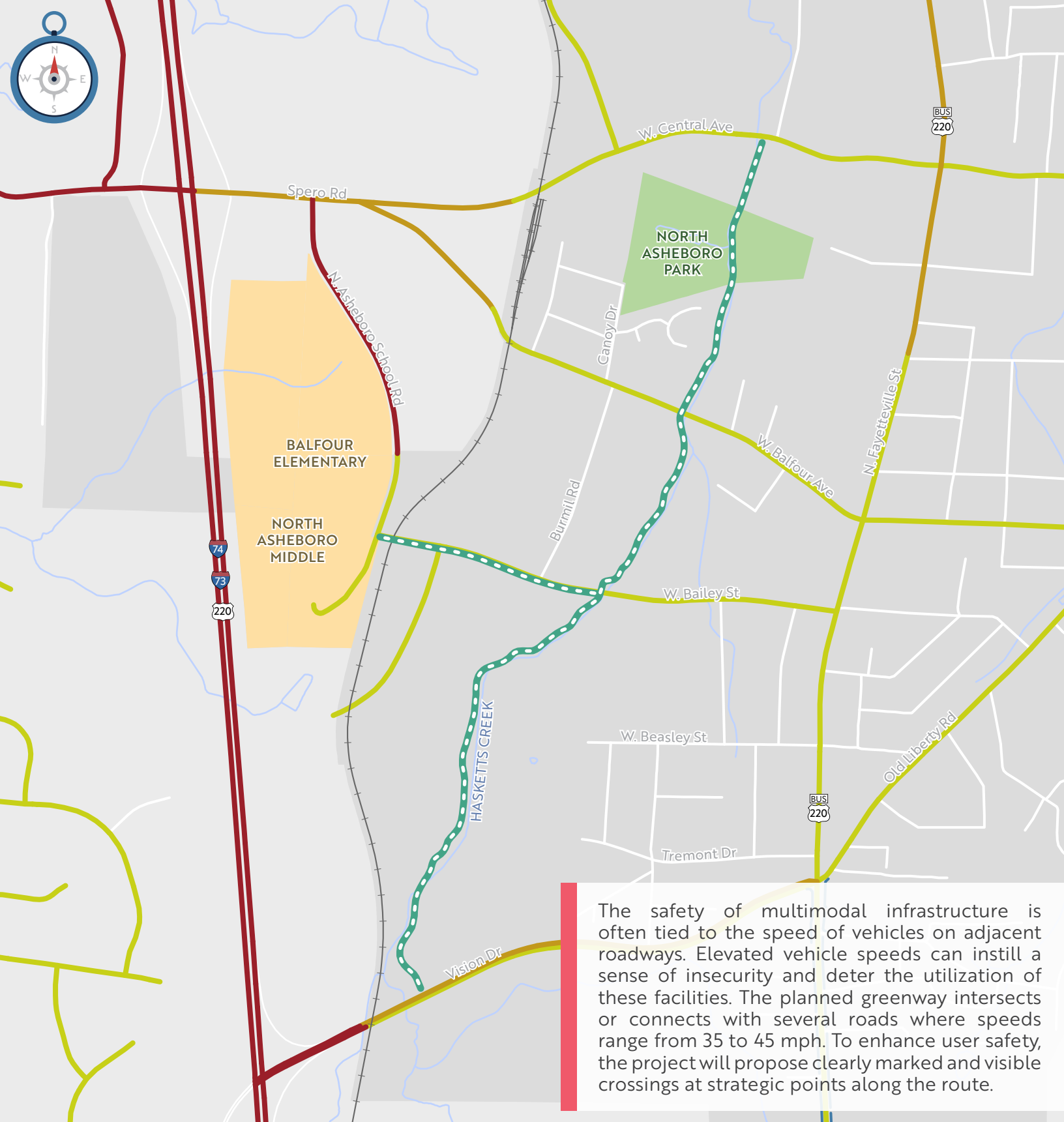
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

NCDOT Right-of-Way

LEGEND

- Preliminary Study Corridor
- Existing Sidewalk
- 0-50 ft
- 51-75 ft
- 76-100 ft
- 101-150 ft
- 151 ft or More
- Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County

0 0.25 0.5 Mile



The safety of multimodal infrastructure is often tied to the speed of vehicles on adjacent roadways. Elevated vehicle speeds can instill a sense of insecurity and deter the utilization of these facilities. The planned greenway intersects or connects with several roads where speeds range from 35 to 45 mph. To enhance user safety, the project will propose clearly marked and visible crossings at strategic points along the route.

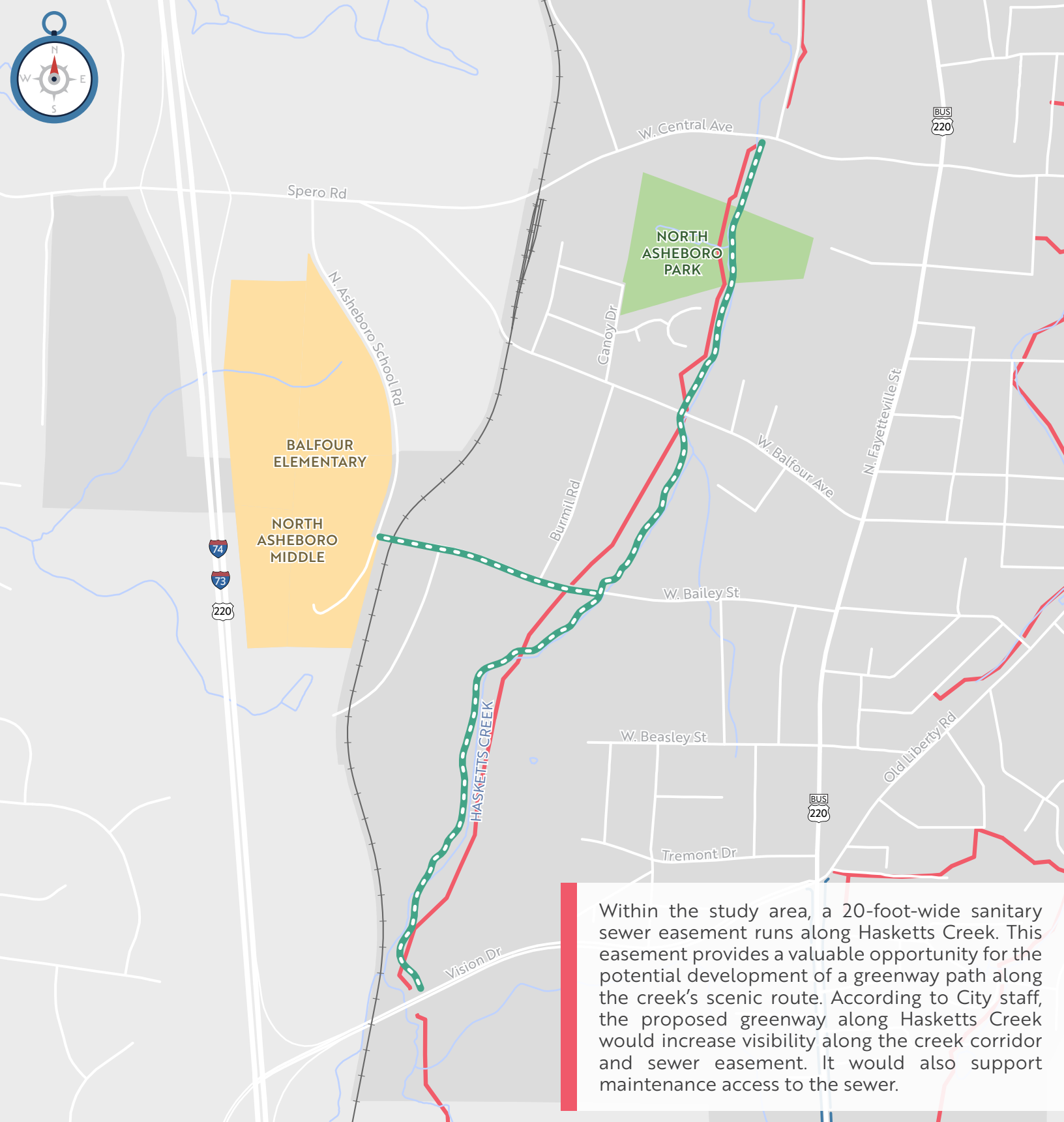
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Roadway Speed

LEGEND

- Preliminary Study Corridor
- Existing Sidewalk
- 35 MPH
- 45 MPH
- 55-65 MPH
- Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County

0 0.25 0.5 Mile



Within the study area, a 20-foot-wide sanitary sewer easement runs along Hasketts Creek. This easement provides a valuable opportunity for the potential development of a greenway path along the creek's scenic route. According to City staff, the proposed greenway along Hasketts Creek would increase visibility along the creek corridor and sewer easement. It would also support maintenance access to the sewer.

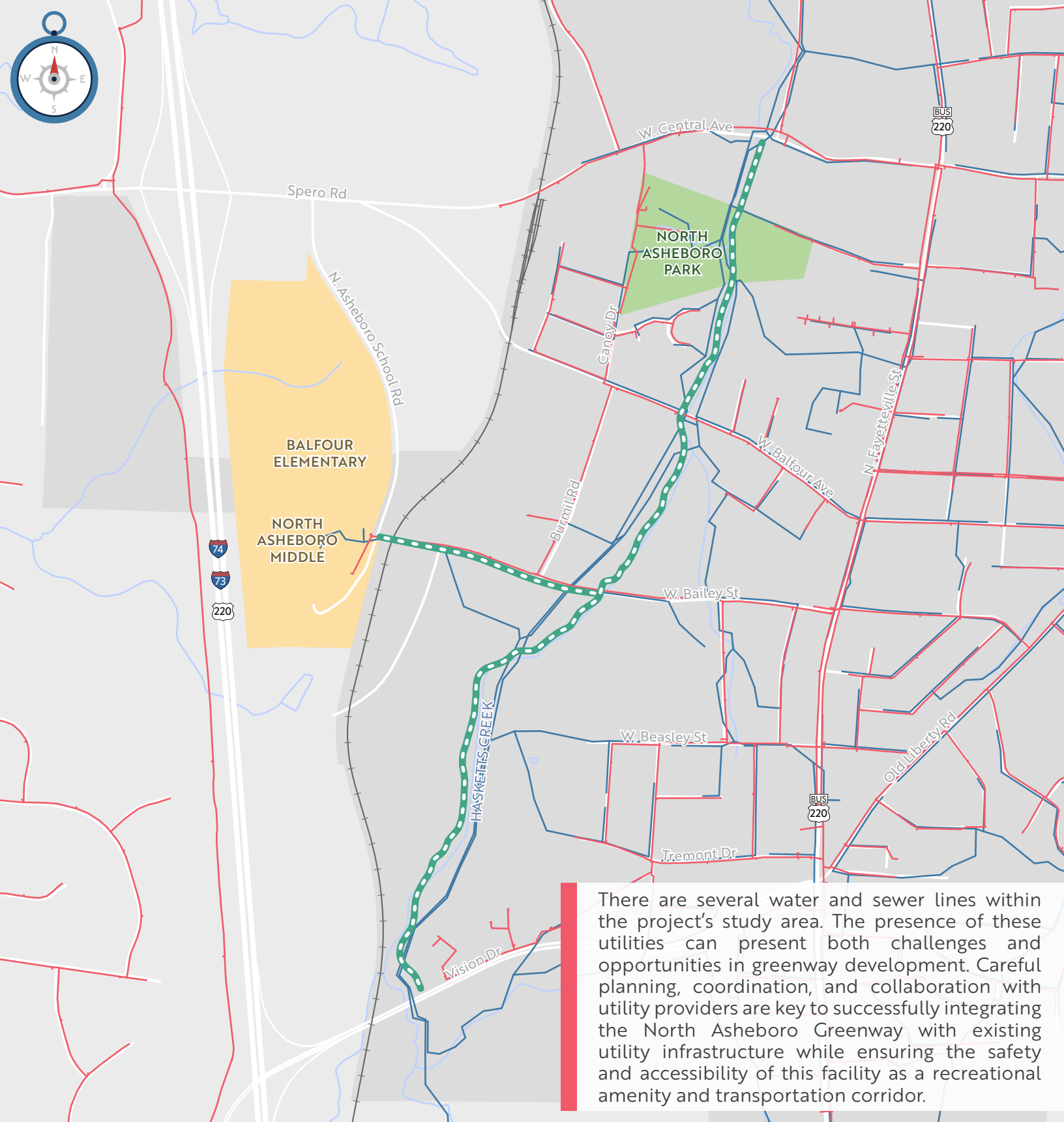
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Easements

LEGEND

- Preliminary Study Corridor
- Existing Sidewalk
- 20-ft Easement
- Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County





There are several water and sewer lines within the project's study area. The presence of these utilities can present both challenges and opportunities in greenway development. Careful planning, coordination, and collaboration with utility providers are key to successfully integrating the North Asheboro Greenway with existing utility infrastructure while ensuring the safety and accessibility of this facility as a recreational amenity and transportation corridor.

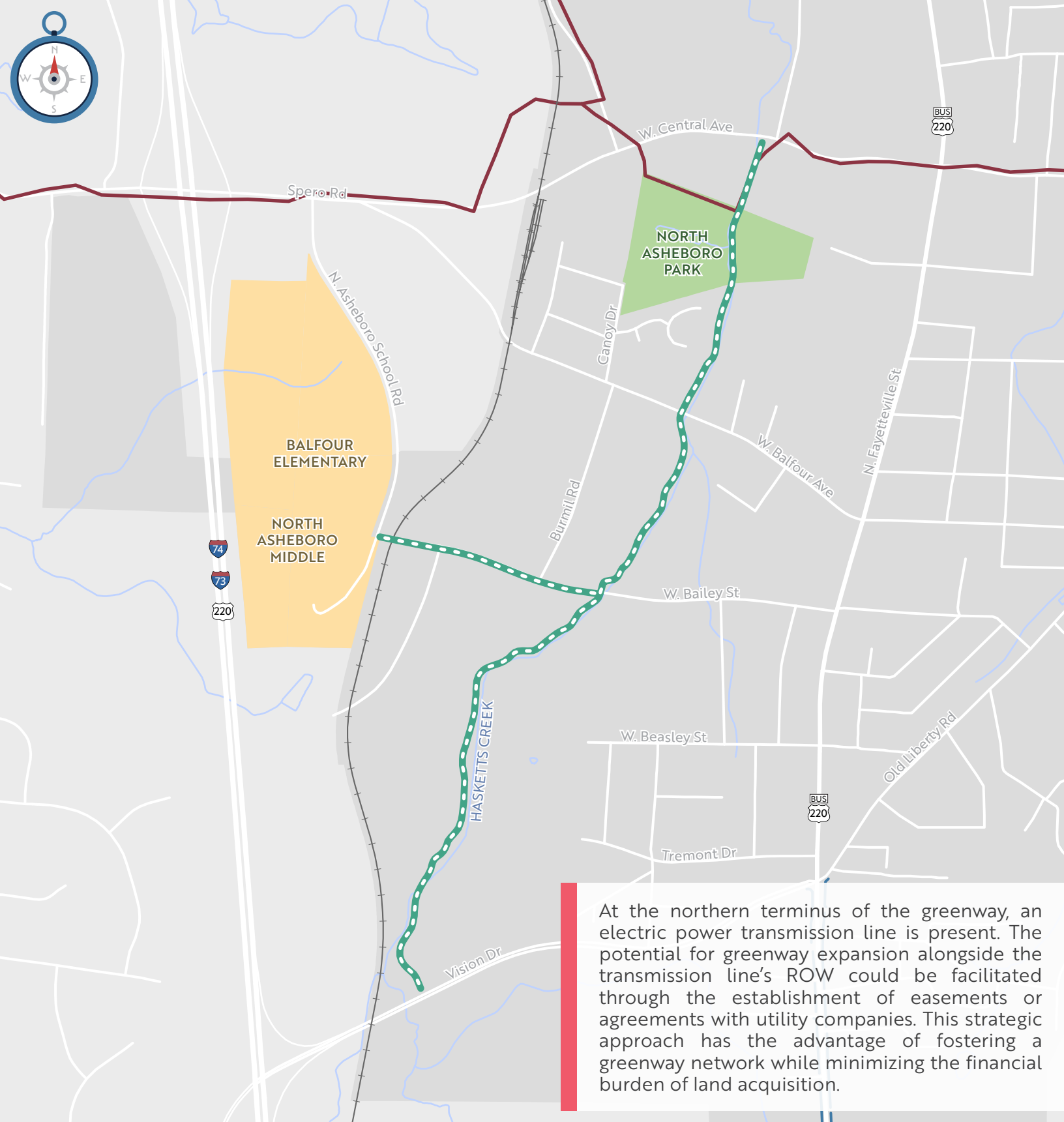
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Water + Sewer Lines

LEGEND

- Preliminary Study Corridor
- Water Main
- Sewer Main
- Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County















At the northern terminus of the greenway, an electric power transmission line is present. The potential for greenway expansion alongside the transmission line's ROW could be facilitated through the establishment of easements or agreements with utility companies. This strategic approach has the advantage of fostering a greenway network while minimizing the financial burden of land acquisition.

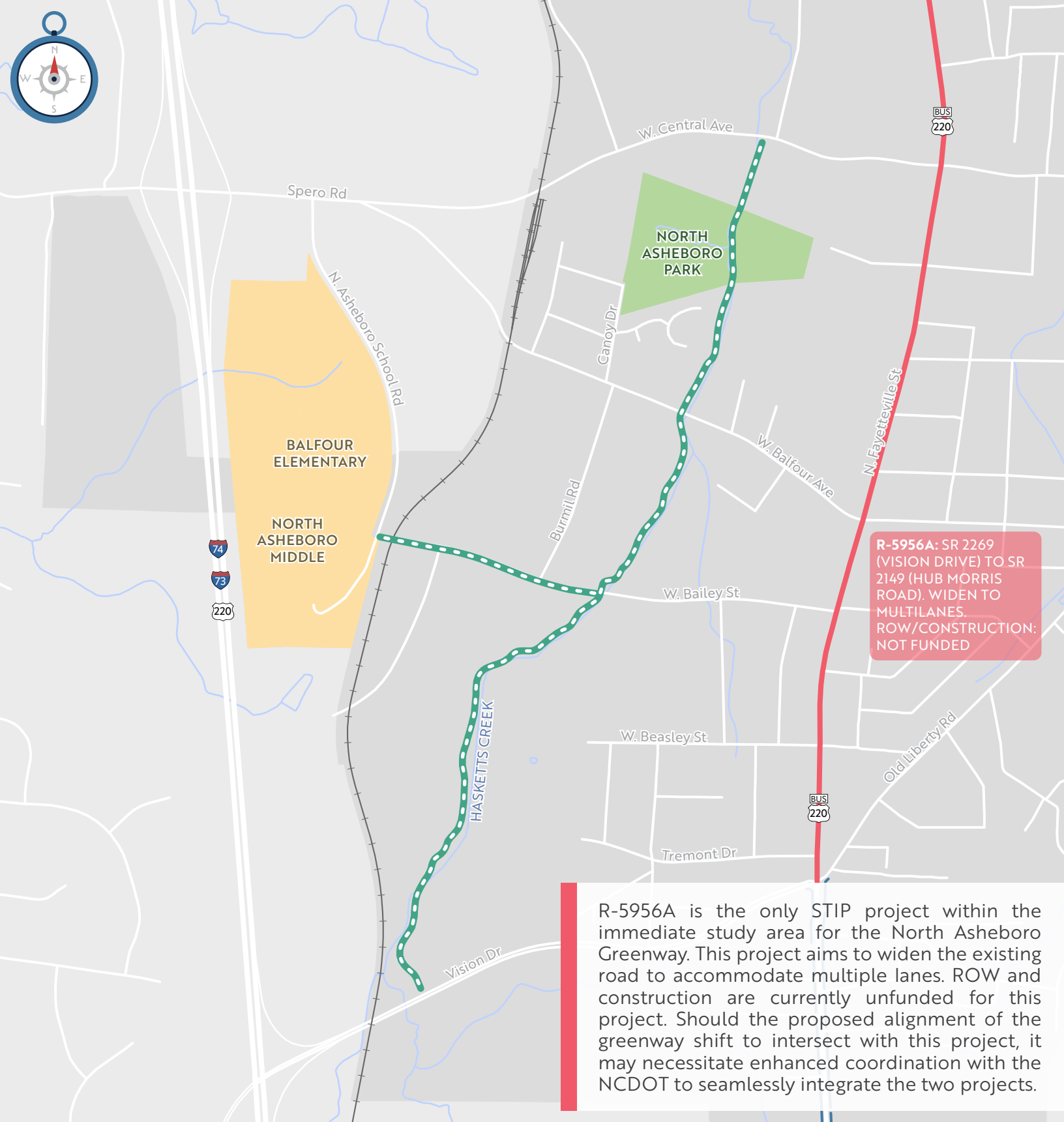
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Electric Power Transmission

LEGEND

-  Preliminary Study Corridor
-  Existing Sidewalk
-  Electric Power Transmission
-  Railroad
-  Roadway
-  School
-  Park/Conserved Land
-  Water
-  Asheboro City Limits
-  Randolph County















R-5956A: SR 2269 (VISION DRIVE) TO SR 2149 (HUB MORRIS ROAD). WIDEN TO MULTILANES. ROW/CONSTRUCTION: NOT FUNDED

R-5956A is the only STIP project within the immediate study area for the North Asheboro Greenway. This project aims to widen the existing road to accommodate multiple lanes. ROW and construction are currently unfunded for this project. Should the proposed alignment of the greenway shift to intersect with this project, it may necessitate enhanced coordination with the NCDOT to seamlessly integrate the two projects.

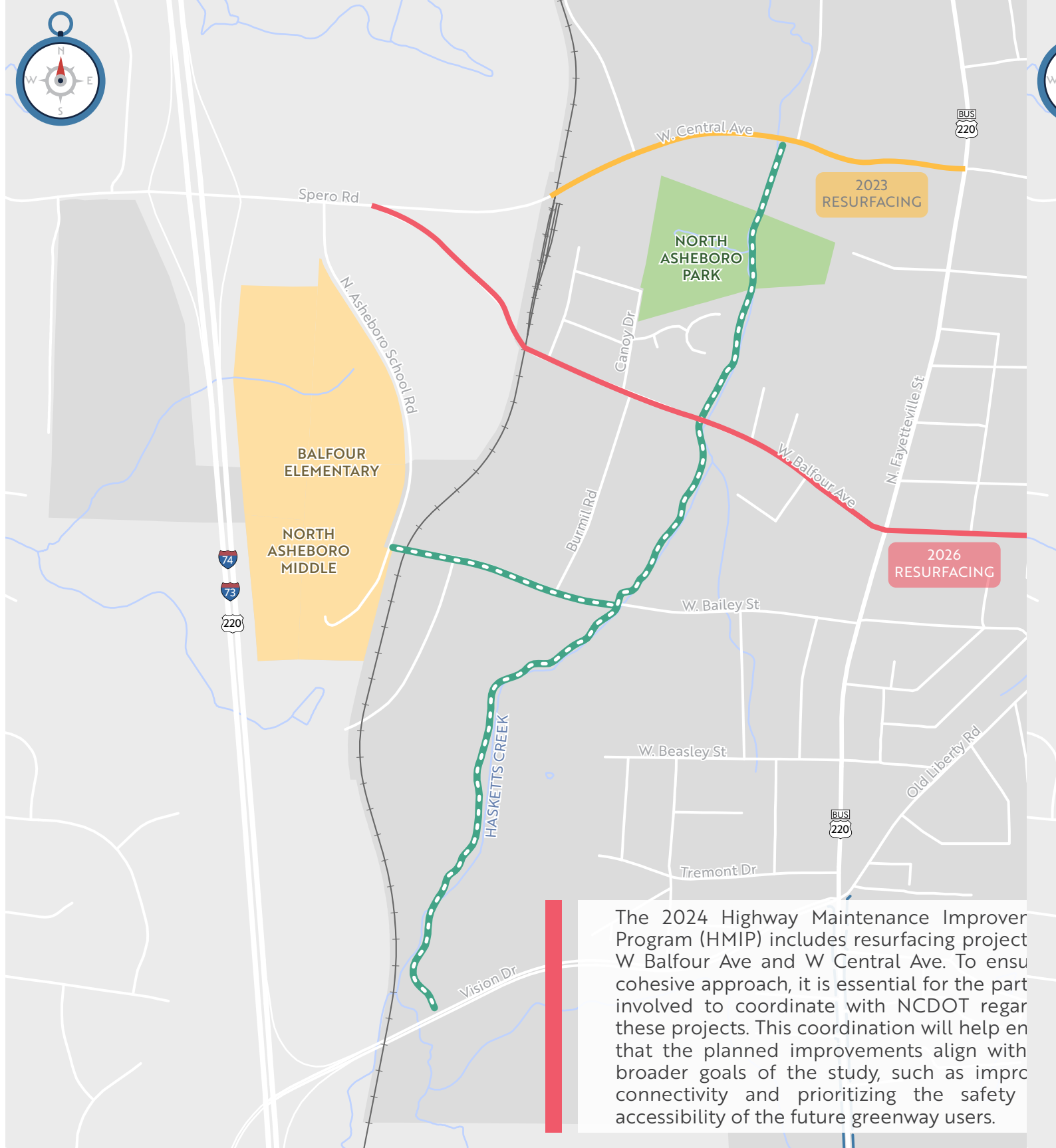
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

NCDOT STIP Project (2024-2033)

LEGEND

-  Preliminary Study Corridor
-  Existing Sidewalk
-  STIP Project: Div. Highway
-  Railroad
-  Roadway
-  School
-  Park/Conserved Land
-  Water
-  Asheboro City Limits
-  Randolph County

0 0.25 0.5 Mile



The 2024 Highway Maintenance Improver Program (HMIP) includes resurfacing project W Balfour Ave and W Central Ave. To ensu cohesive approach, it is essential for the part involved to coordinate with NCDOT regar these projects. This coordination will help en that the planned improvements align with broader goals of the study, such as imprc connectivity and prioritizing the safety accessibility of the future greenway users.

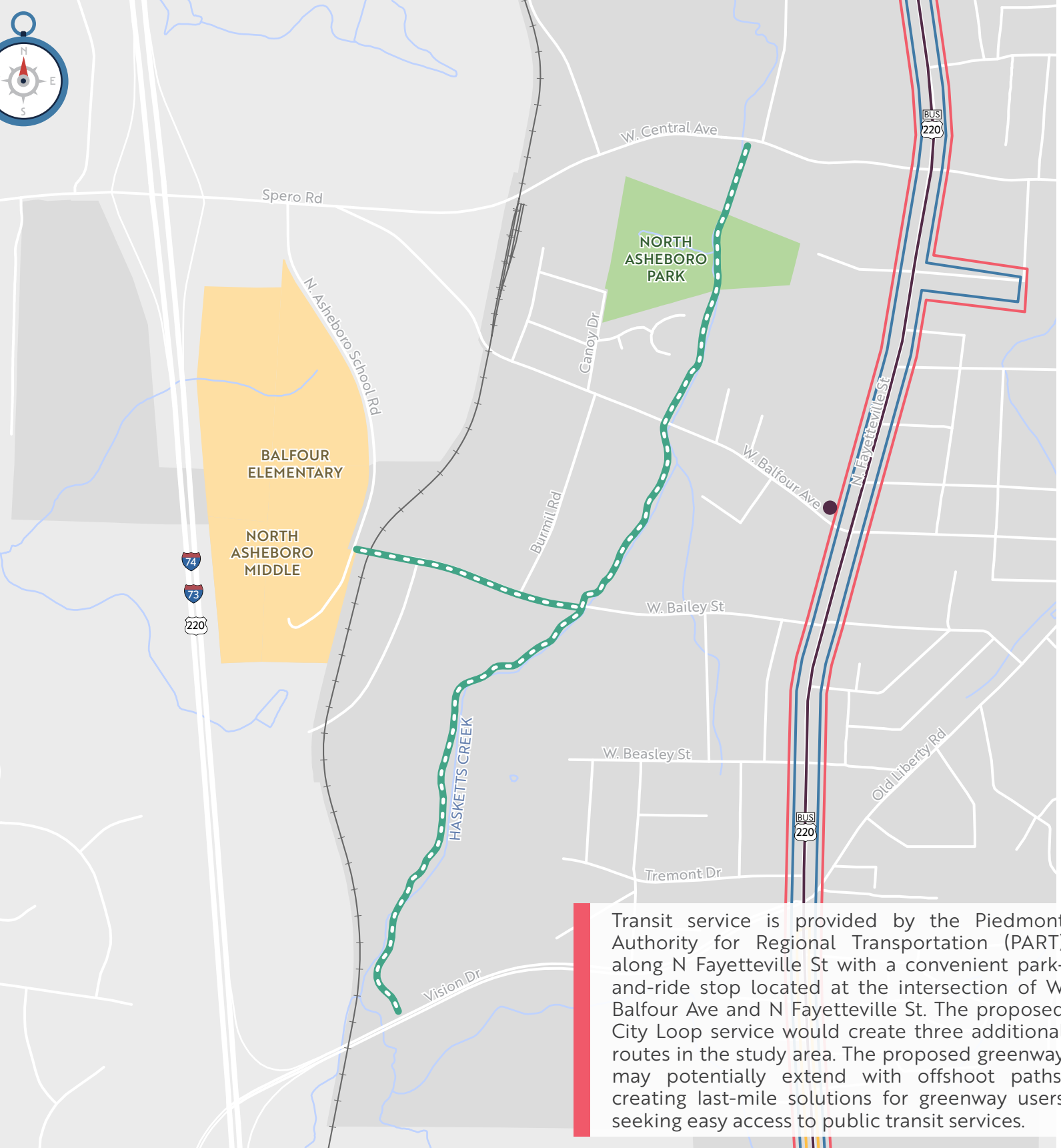
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

NCDOT 2023-2027 HMIP

LEGEND

- Preliminary Study Corridor
- Existing Sidewalk
- 2023 Resurfacing Project
- 2026 Resurfacing Project
- Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limit
- Randolph County





Transit service is provided by the Piedmont Authority for Regional Transportation (PART) along N Fayetteville St with a convenient park-and-ride stop located at the intersection of W Balfour Ave and N Fayetteville St. The proposed City Loop service would create three additional routes in the study area. The proposed greenway may potentially extend with offshoot paths, creating last-mile solutions for greenway users seeking easy access to public transit services.

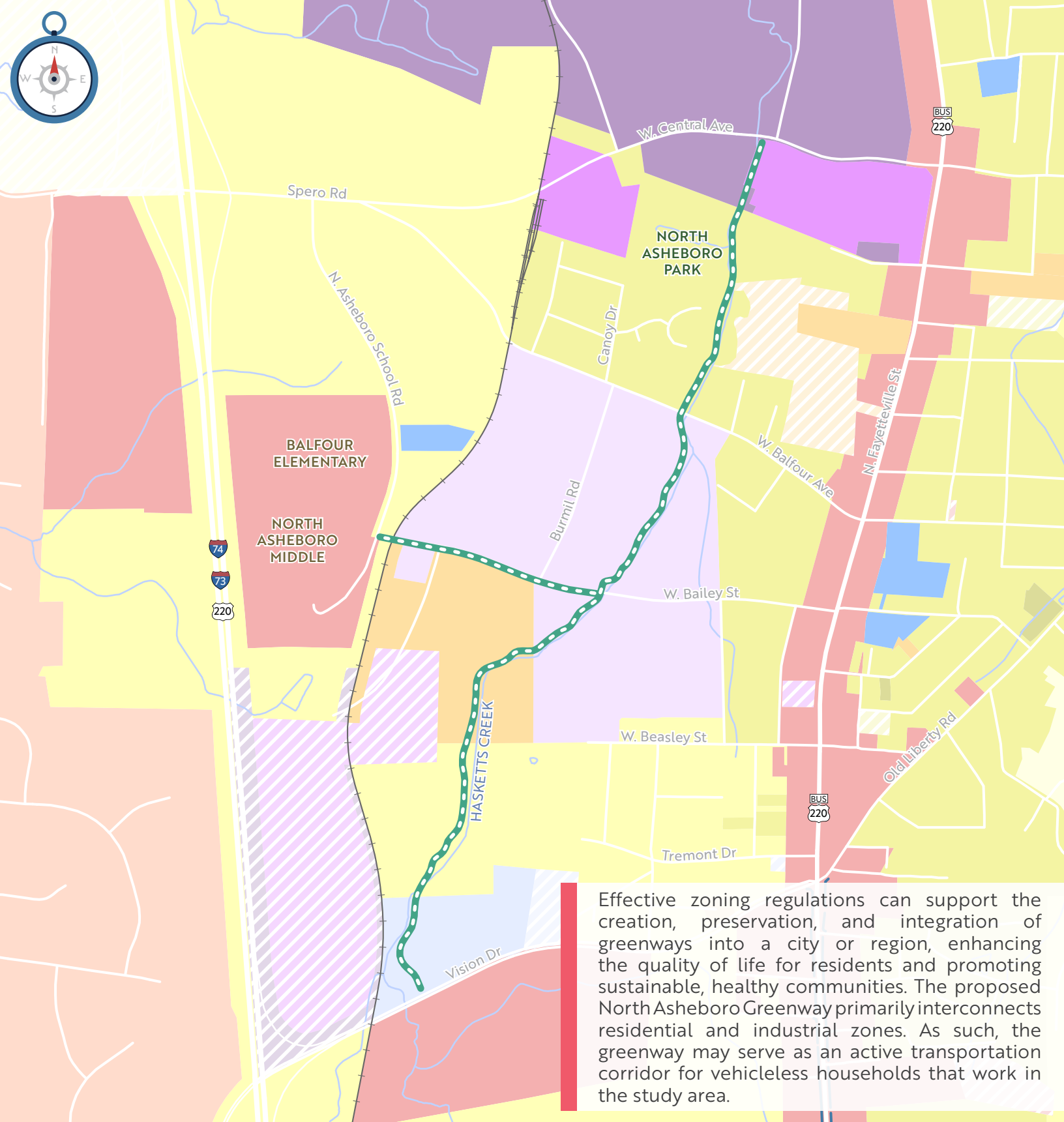
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Existing + Proposed Transit

LEGEND

- Preliminary Study Corridor
- PART Route 10 / Park+Ride
- Proposed City Loop Service:
 - Blue Northbound Route
 - Express Route
 - Red Southbound Route
- Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County

0.25 0.5 Mile



Effective zoning regulations can support the creation, preservation, and integration of greenways into a city or region, enhancing the quality of life for residents and promoting sustainable, healthy communities. The proposed North Asheboro Greenway primarily interconnects residential and industrial zones. As such, the greenway may serve as an active transportation corridor for vehicleless households that work in the study area.

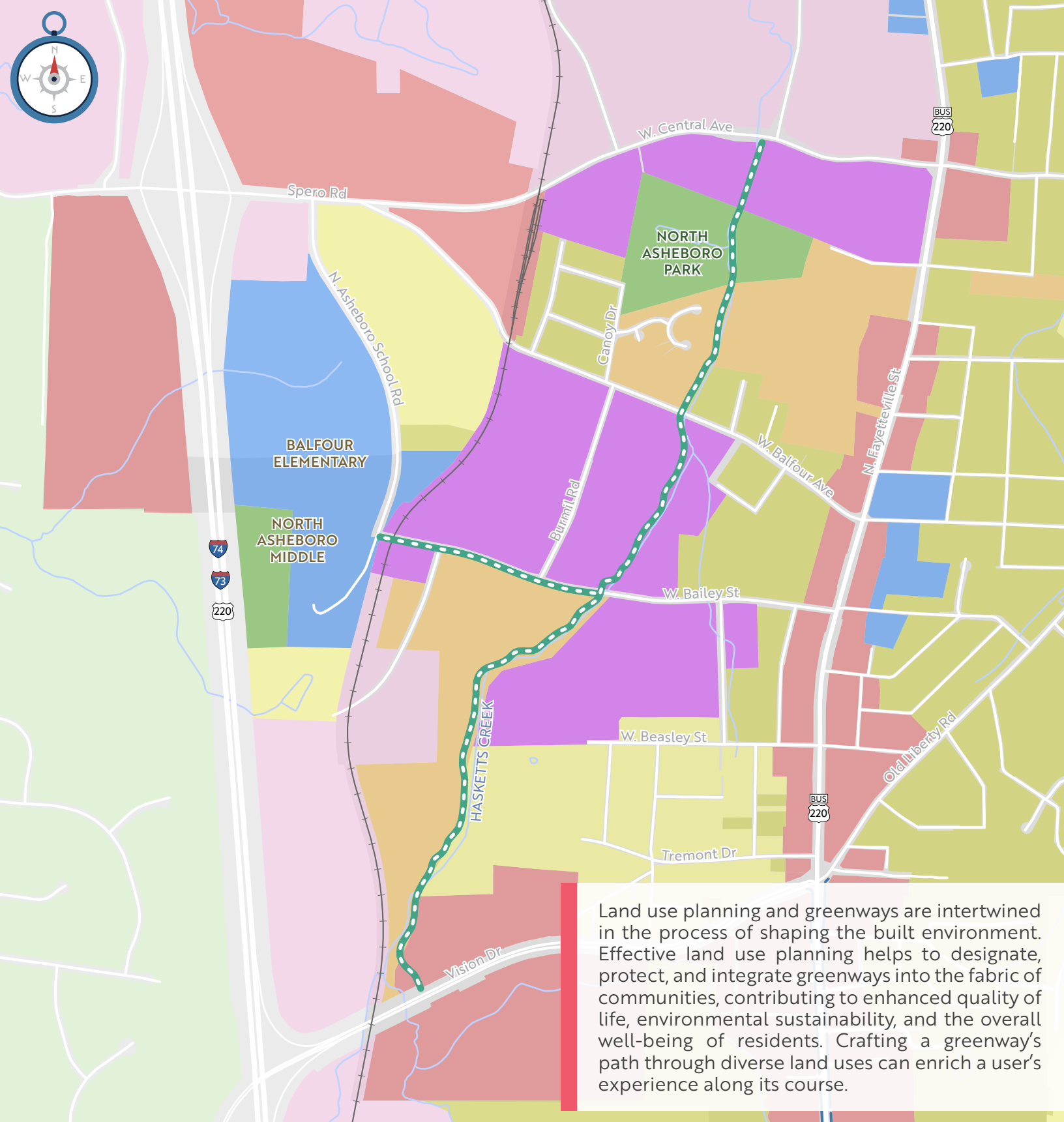
NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Zoning

LEGEND

- Preliminary Study Corridor
- B2
- I1
- I2
- I3
- OA6
- O1
- R10
- R15
- R40
- R7.5
- RA6
- RE
- Conditional Zoning
- Existing Sidewalk
- Railroad
- Roadway
- Water
- Randolph County

0 0.25 0.5 Mile



Land use planning and greenways are intertwined in the process of shaping the built environment. Effective land use planning helps to designate, protect, and integrate greenways into the fabric of communities, contributing to enhanced quality of life, environmental sustainability, and the overall well-being of residents. Crafting a greenway's path through diverse land uses can enrich a user's experience along its course.

NORTH ASHEBORO GREENWAY FEASIBILITY STUDY Future Land Use

LEGEND

- Preliminary Study Corridor
- Commercial
- Conservation Residential
- Employment Center
- Industrial
- Neighborhood Residential
- Office + Institutional
- Parks
- Suburban Residential
- Urban Residential
- Existing Sidewalk
- Railroad
- Roadway
- Water
- Asheboro City Limits
- Randolph County

0 0.25 0.5 Mile

OPPORTUNITIES + CONSTRAINTS ANALYSIS

Site visits were performed in the study area to gain a better understanding of the surroundings in North Asheboro. The project team conducted site visits to key destinations (i.e., existing parks, businesses, schools, and neighborhoods), existing bicycle and pedestrian facilities, roadways, bridges, environmentally-sensitive areas, and constrained areas. The observations recorded during the site visits informed the opportunities and constraints analysis. This analysis also considered connectivity to existing and planned active transportation facilities, connectivity to destinations, critical crossings over Hasketts Creek, barriers to accessibility, and gaps between the proposed greenway corridor and the surrounding area.

Several opportunities and constraints such as transmission and sewer lines, easements, topography, and bridges are along the preliminary study corridor. These considerations are displayed in the following images with accompanying captions and are evaluated during the alternatives development phase for the North Asheboro Greenway.



Overhead power lines and steep topography near Vision Dr



Transmission lines along Hasketts Creek



Sewer easement near Vision Dr



W Bailey St bridge over Hasketts Creek



W Balfour Ave bridge at Hasketts Creek



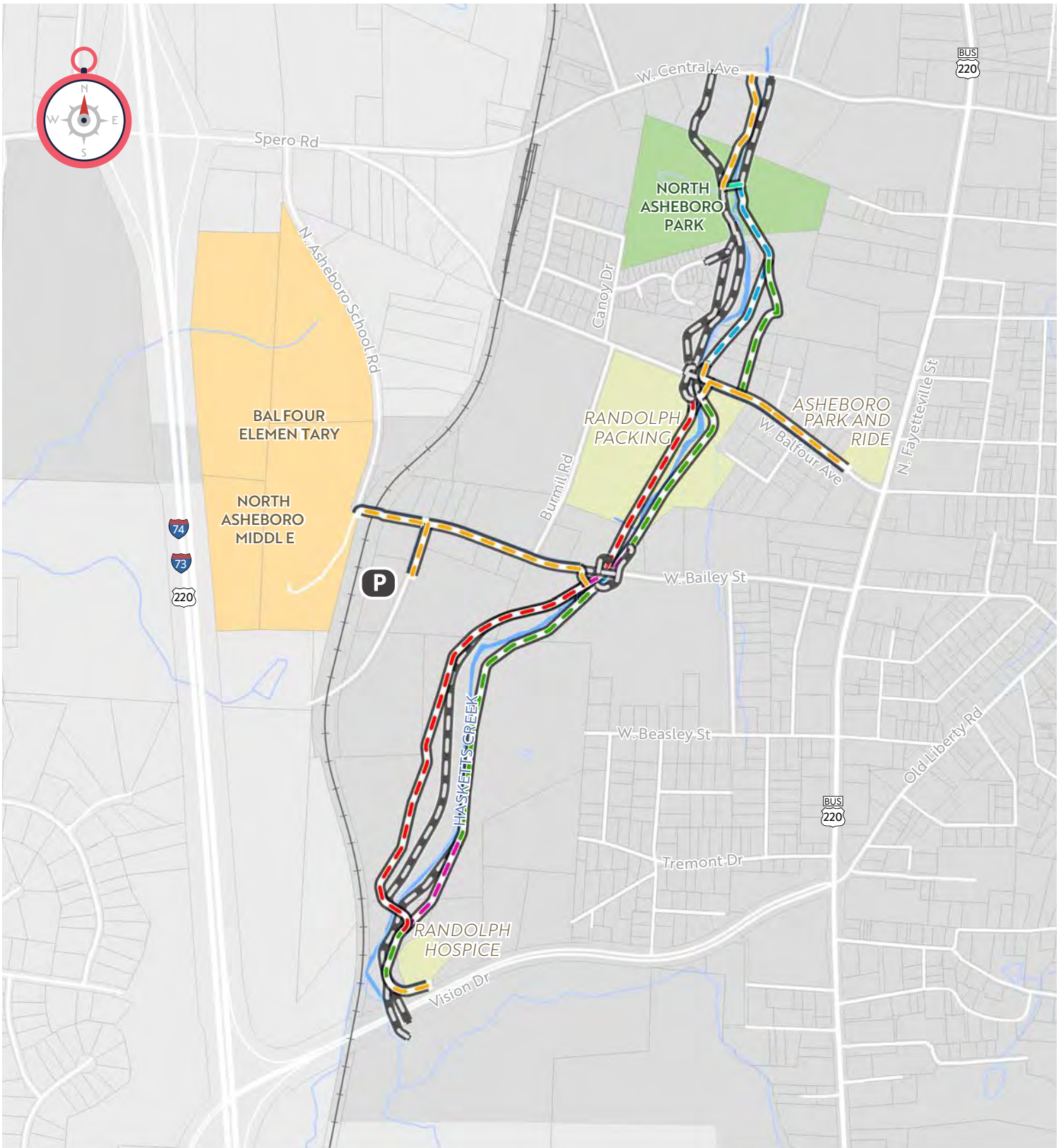
Sewer line under W Balfour Ave bridge



Hasketts Creek through North Asheboro Park



W Central Ave bridge at Hasketts Creek



NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Overall Alternatives Map

0' 1,000' 2,000'

LEGEND

Existing Conditions

- +— Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County
- Parcel of Interest

Preliminary Greenway Alternatives (Color Varies)

- Alternative Considered
- - - Alternative Removed
- Ⓟ Potential Trailhead

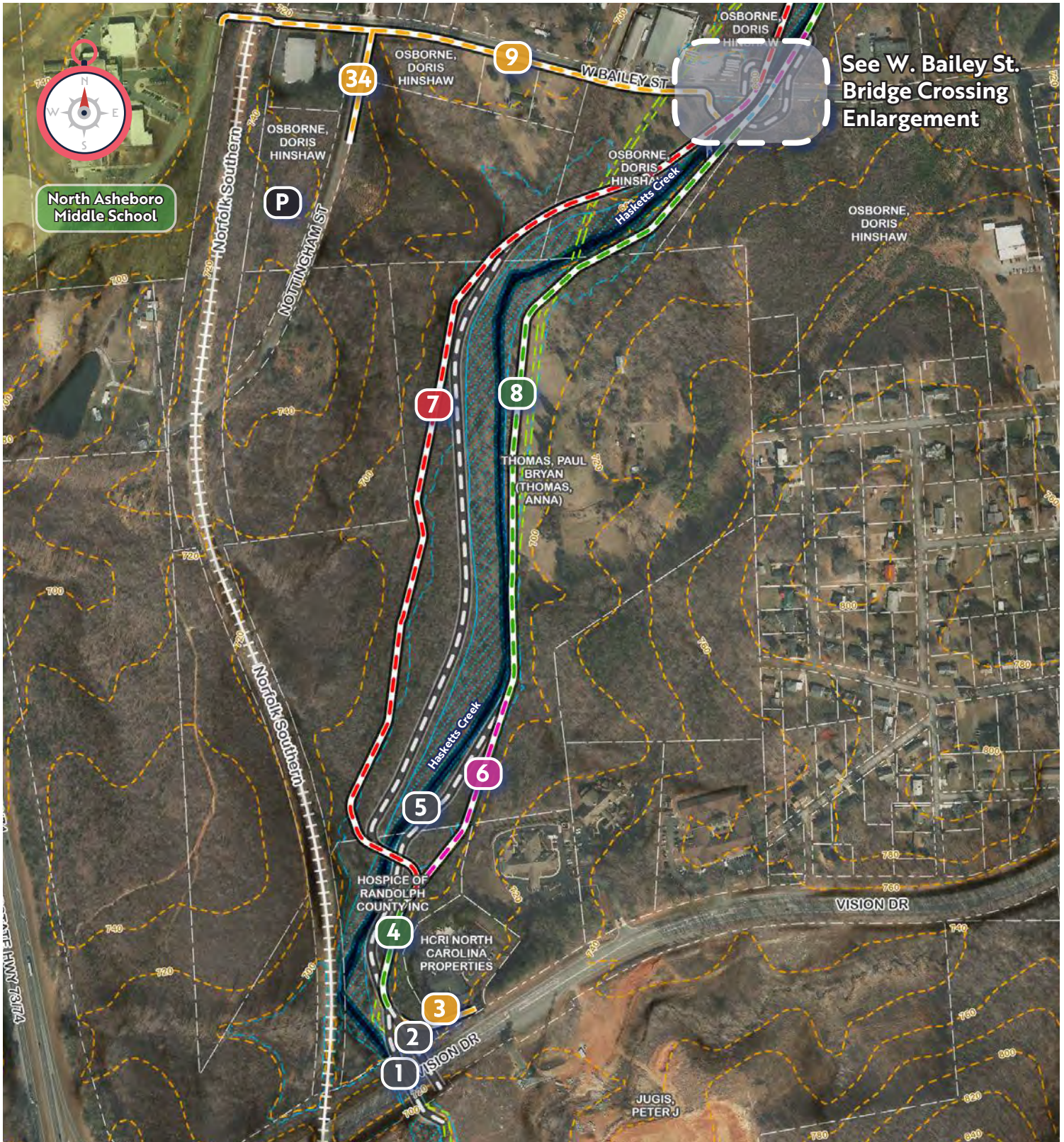
Segment Alternatives Background & Development

The map on this spread provides a summary of the segments in the study area that may impact the development of the North Asheboro Greenway. Numerous segment alternatives were evaluated to determine feasibility and many were removed from consideration due to amplified cost, potential maintenance issues, discussions with concerned property owners, FEMA permitting requirements, NCDOT permitting requirements, as well as working group preference.

Segment alternatives are shown on the following pages and are identified by a specific number and color. Each segment has an accompanied description that identifies opportunities and constraints, overall length, and segment parcel impacts. The color gray has been reserved for segments removed from consideration due to the constraint over-weighing the implementation benefit.

Segments for this corridor followed Hasketts Creek, and existing sewer easement in accordance with City of Asheboro staff preference. The enlargement maps on the following pages show Vision Drive to Hasketts Creek, an enlargement at West Bailey Street, an enlargement at West Balfour Avenue, and the remaining stretch between West Bailey Street and West Central Avenue.

The greenway corridor, and more particularly the proposed segment alternatives pass through numerous privately owned parcels. A majority of the proposed segments must unavoidably utilize some combination of these privately held lands in order to fulfill the future greenway. Property owner coordination is captured in the forthcoming chapter of this study, and was a crucial part of the decision making process for the recommended alignment.



See W. Bailey St. Bridge Crossing Enlargement

North Asheboro Middle School

NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Map A: Southern Corridor Segment Alternatives



LEGEND

Existing Conditions

- Parcels
- Railroad
- 2' Contours
- 20' Contours
- Publicly Owned Parcels
- FEMA Floodway
- FEMA 100-yr Floodplain
- Sewer Easement

Preliminary Greenway Alternatives (Color Varies)

- Alternative Considered
- Alternative Removed
- Potential Trailhead

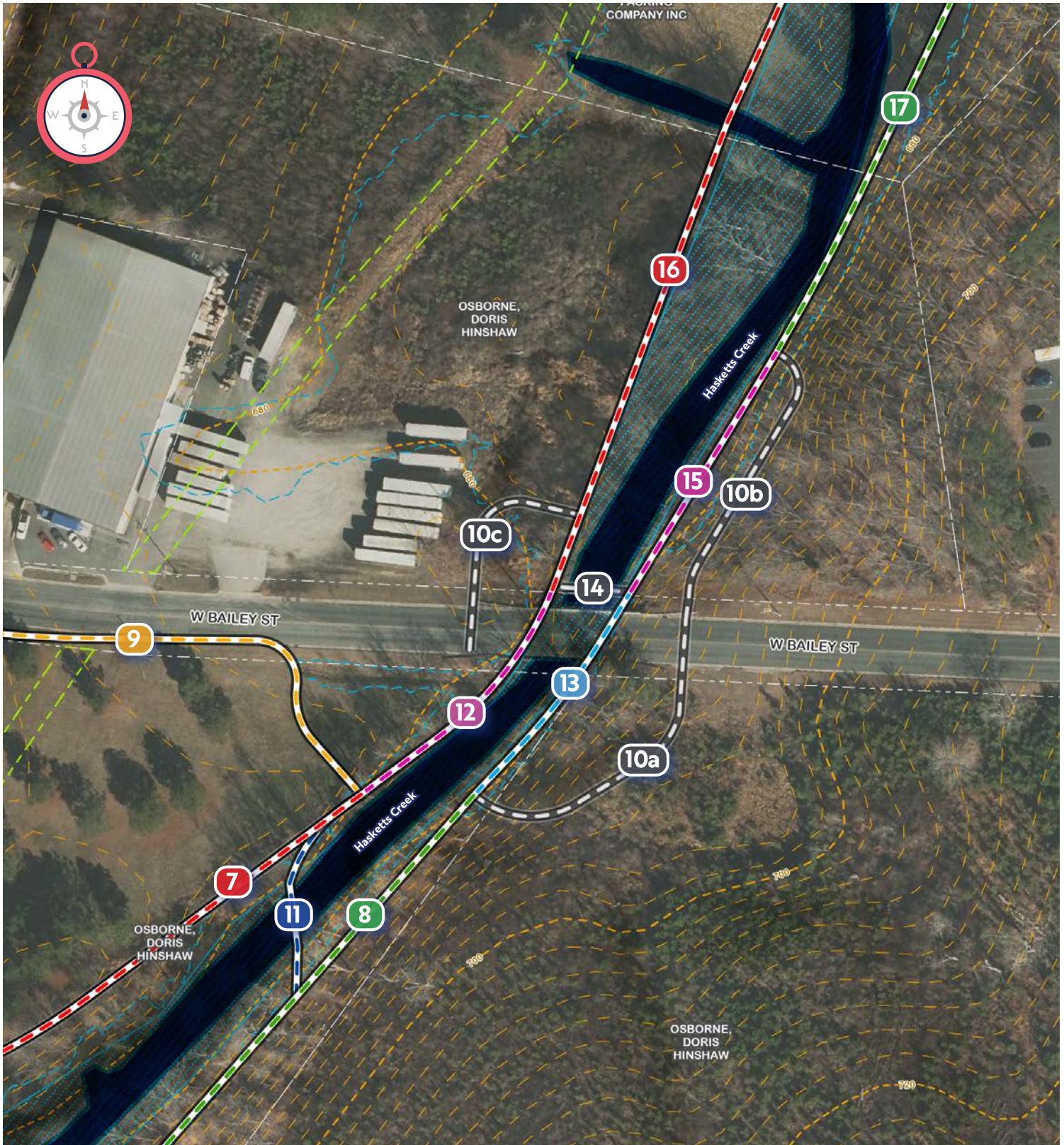
Opportunities & Constraints Table

Segment Alternatives - Southern Corridor (Map A)

SEGMENT	OPPORTUNITY	CONSTRAINT	LENGTH	PARCELS IMPACTED
1	Greenway utilizes the existing culvert underneath Vision Drive, and provides trail continuation without mixing with vehicular traffic.	Additional permitting and flood model investigation will be necessary. Trail maintenance, including sediment removal along this stretch, will be required frequently.	0.10 miles	2
2	Greenway tunnel underneath Vision Drive will avoid floodway impacts and will provide trail continuation without mixing with vehicular traffic.	Relatively higher cost compared to other options.	0.07 miles	2
3	Potential connection to Randolph County Hospice and Brookdale Senior Living facilities.	Steep topography and existing utility infrastructure may require trail to switchback, resulting in additional overall trail length and vegetation clearing.	0.07 miles	1
4	Greenway utilizes existing sanitary sewer easement and reduces the amount of vegetation clearing needed while providing small maintenance vehicles easy access to sanitary lines.	A new easement agreement will still be required to accommodate the trail. Greenway will not completely fit within existing sewer easement due to variety of factors.	0.07 miles	2
5	Alignment is close to eastern stream bank and has opportunity to provide additional visual interest and experiential character.	Additional clearing and grading required. Greenway will be more prone to flooding events that overtop the existing embankment.	0.24 miles	2
6	Greenway utilizes majority of existing sanitary sewer easement.	Turns in sewer easement are abrupt, resulting in less than desirable user experience and compromising on sight distances.	0.15 miles	2
7	This segment utilizes a bridge crossing Hasketts Creek to occupy the undeveloped side of the privately owned parcel. Connection to Asheboro School utilizing Bailey Street is more user friendly.	Bridge and boardwalk structure necessary to cross the creek will increase cost, construction access for majority of this segment will need to occur off of West Bailey. Additional parcel impacts required in comparison to segment alternative 8.	0.68 miles	4
8	Open field is unique to this segment and may provides an opportunity to provide views and experiences tied to a more traditional and pastoral landscape.	Greenway will be centrally located within private property by utilizing existing sewer easement, this may be undesirable with current property owner. Connection to Asheboro School will be more difficult on this side of Hasketts Creek.	0.43 miles	2
9	Opportunity to provide buffered, separated, greenway facility from main alignment to Asheboro School.	Safety and permitting challenges are brought on by connection over the Norfolk Southern Railway.	0.37 miles	7
34	Tie to empty lot to take people to potential trailhead location	Location is far away from main trail alignment	0.08	0

SEGMENTS REMOVED FROM CONSIDERATION

- **Segment 1:** Removed due to anticipated increased cost, implementation hurdles (including additional required geomorphic and hydraulic study) and permitting constraints in comparison to other alternatives, and due to potentially creating an isolated trail endpoint. However, segment 1 could be considered in the future to extend future sections of the Deep River Trail connection towards downtown Asheboro and the Uwharrie Mountains.
- **Segment 2:** Removed due to cost, implementation hurdles (including additional required geomorphic and hydraulic study) and permitting constraints in comparison to other alternatives.
- **Segment 5:** Removed due to concerns of increased flooding events which would increase the frequency of trail maintenance.



NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Map B: Bailey St. Bridge Crossing

0' 100' 500'

LEGEND

Existing Conditions

- Parcels
- Railroad
- 2' Contours
- 20' Contours
- Publicly Owned Parcels
- FEMA Floodway
- FEMA 100-yr Floodplain
- Sewer Easement

Preliminary Greenway Alternatives (Color Varies)

- Alternative Considered
- Alternative Removed

Opportunities & Constraints Table

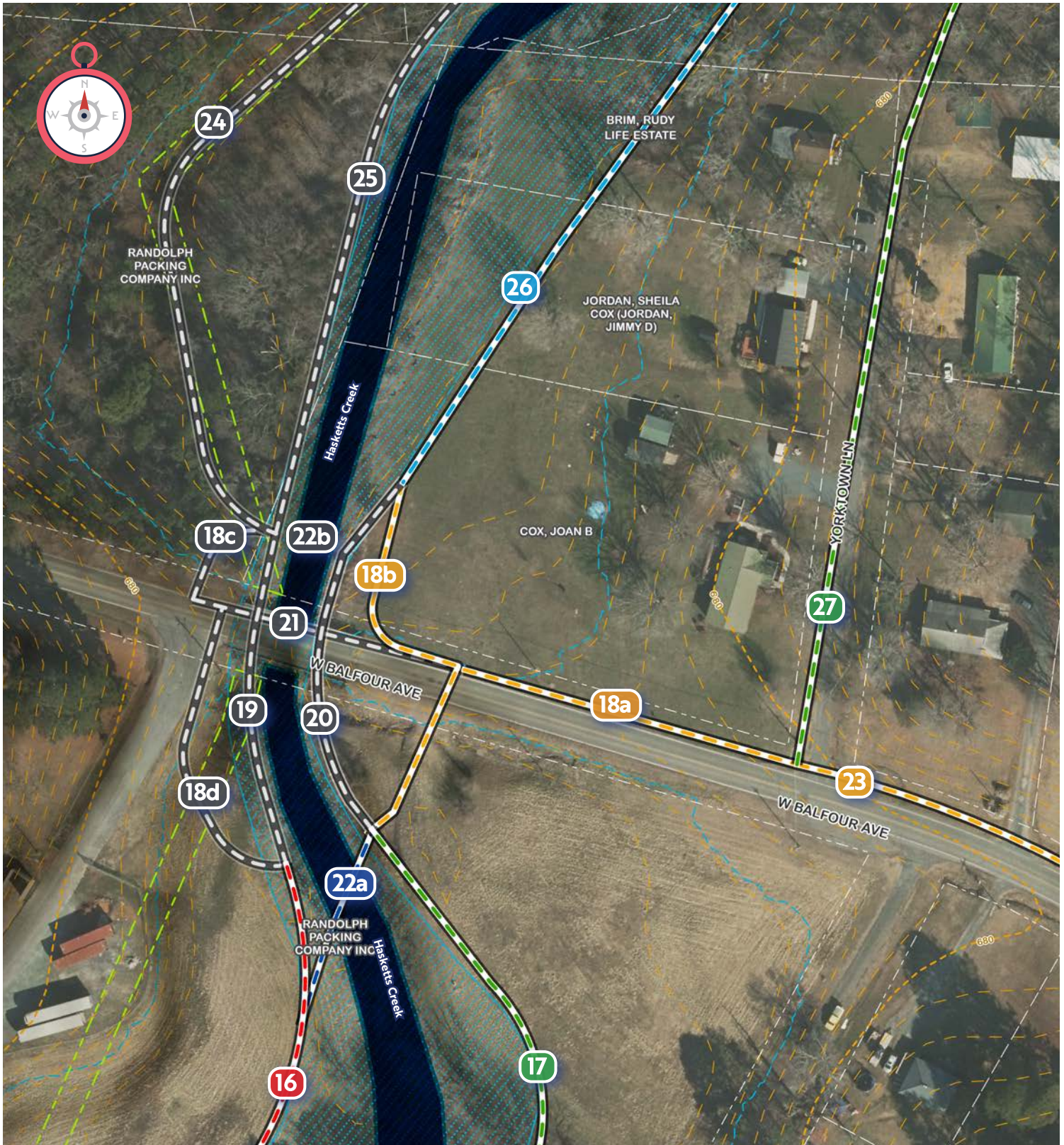
Segment Alternatives - Bailey St. Bridge Crossing (Map B)

SEGMENT	OPPORTUNITY	CONSTRAINT	LENGTH	PARCELS IMPACTED
9	Opportunity to provide buffered, separated, greenway facility from main alignment to Asheboro School.	Safety and permitting challenges are brought on by connection over the Norfolk Southern Railway.	0.37 miles	7
10a	Connector trail can provide continuation of wooded experience up to roadway.	Grade differential between roadway and greenway alignment will require a significant grading effort.	0.04 miles	2
10b	Connector trail has opportunity to share one easement with main alignment. Experience down from roadway will provide unique view into Hasketts Creek.	Poor sight distance and excessive crossing grade (+/-10% cross slope) at roadway is less than ideal for greenway users.	0.04 miles	1
10c	Good sight distance and relatively flat grade make this connector ideal.	Large vehicles parked in the vicinity detract from experience. Overhead electric line may need to be relocated.	0.02 miles	1
11	Use a low water crossing to switch sides of Hasketts Creek.	Floodplain and stream buffer impacts	0.03 miles	1
12	Alignment location on this side of Hasketts Creek is ideal for making sensible connection to Asheboro schools.	Low greenway clearance, +/-8.5 ft may require retaining wall along bridge apron.	0.04 miles	1
13	Maintains main alignment on Eastern bank of Hasketts Creek.	Steep embankment at bridge underpass will require a comprehensive grading and benching effort. Alignment location on this side makes connection to Asheboro School difficult.	0.03 miles	1
14	Low water bridge crossing may be utilized to switch sides of the creek while keeping greenway and vehicular users separated.	Significant increase in cost, floodway permitting will need to be evaluated. Increased trail maintenance during storm events due to storm waters overtopping low water bridge.	0.01 miles	1
15	Maintains main alignment on Eastern bank of Hasketts Creek, steep embankment may provide a nice view into the stream.	Steep existing grade will require significant benching effort to accommodate preferred greenway trail section.	0.03 miles	1

SEGMENTS REMOVED FROM CONSIDERATION

Segment 10c was removed due to conflicts with existing vehicular parking and apparent utility relocation. Segments 10a and 10b were removed due to existing topography constraints and poor sight distance at roadway crossing location. Segment 14 was removed due to a significant cost and maintenance increase for this low water crossing.

- **Segments 10a and 10b:** Removed due to existing topography constraints and poor sight distance at roadway crossing location.
- **Segment 10c:** Removed due to conflicts with existing vehicular parking and apparent utility relocation.
- **Segment 14:** Removed due to a significant cost and maintenance increase for this low water crossing.



NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Map C: W. Balfour Bridge Crossing

0' 100' 500'

LEGEND

Existing Conditions

- Parcels
- Railroad
- 2' Contours
- 20' Contours
- Publicly Owned Parcels
- FEMA Floodway
- FEMA 100-yr Floodplain
- Sewer Easement

Preliminary Greenway Alternatives (Color Varies)

- Alternative Considered
- Alternative Removed

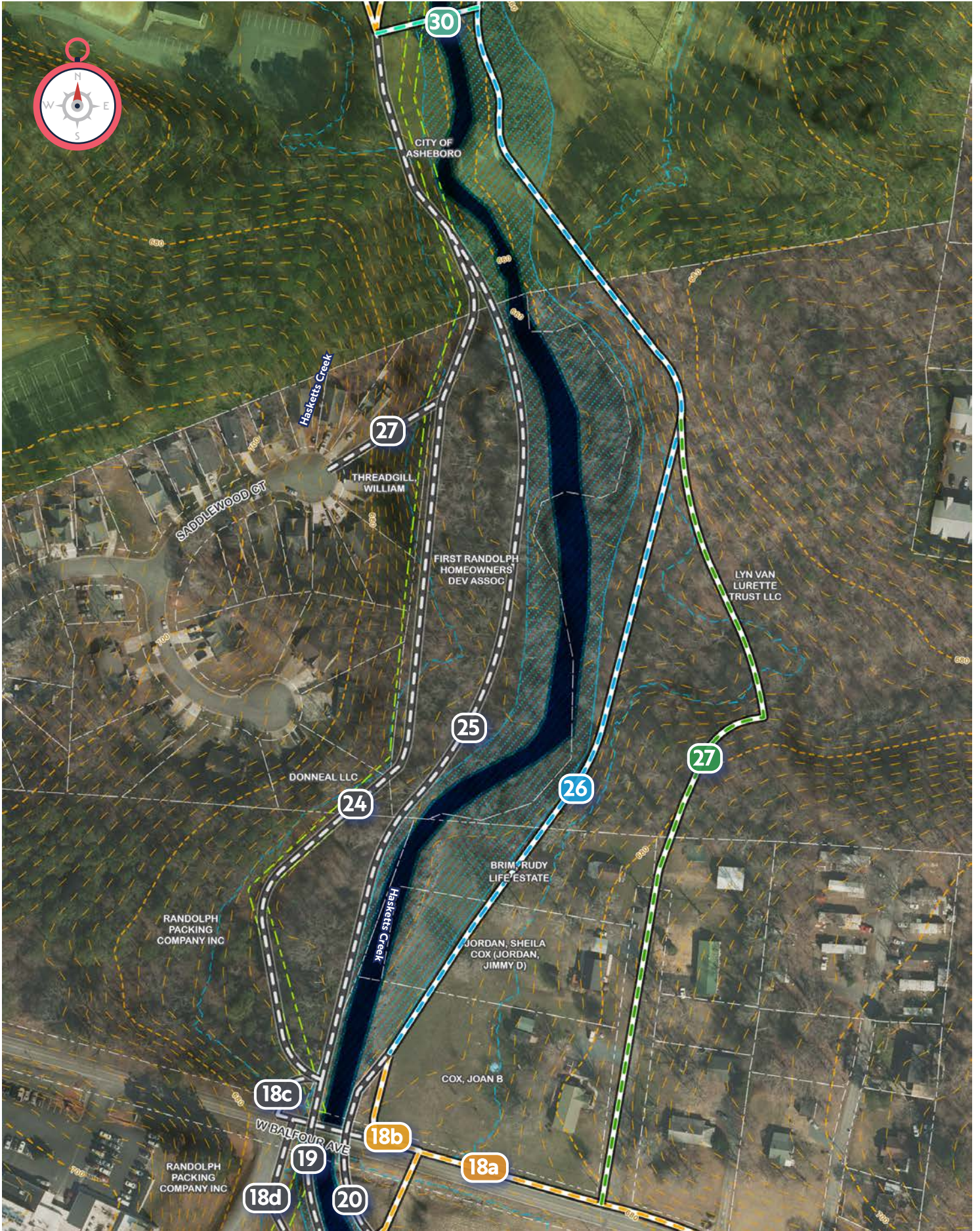
Opportunities & Constraints Table

Segment Alternatives - W. Balfour Bridge Crossing (Map C)

SEGMENT	OPPORTUNITY	CONSTRAINT	LENGTH	PARCELS IMPACTED
18a	Most sensible connection in terms of sight distance and avoids mixing with industrial use vehicles.	May require additional traffic calming measures to safely provide connection across West Balfour Avenue.	0.02 miles	1
18b	Logical connection if main greenway alignment is on eastern creek bank. Ability to connect down West Balfour Avenue to the Asheboro Park and Ride via segment 23.	Significant real estate acquisition will be required from single family property owners. Property owner willingness is unknown.	0.02 miles	1
18c	At-grade connector can be accommodated.	Poor connection to make for crossing roadway due to opposing industrial use driveway and limited sight distances.	0.01 miles	2
18d	Good visibility for greenway users.	Connection will be very difficult, if not impossible due to existing industrial use driveway, overhead utilities, and buried sewer laterals.	0.02 miles	1
19	Easily connects to segments 24, 25, and 16	Exposed sanitary sewer line underneath Balfour Avenue bridge will need to be encased in concrete or protected some other way if main alignment is placed on this side.	0.03 miles	2
20	Avoids most utilities and greenway trail benching underneath bridge is achievable.	Requires right-of-way acquisition from single family home near creek. Willingness of property owner is unknown.	0.03 miles	2
21	This alternative should be utilized if this study determines that the main greenway alignment will need to switch sides of Hasketts Creek. Roadway lane widths may be reduced to accommodate a buffered greenway connector over the bridge.	Additional permitting with NCDOT will be required. Minimally separated facility from roadway traffic will make some greenway users feel uncomfortable.	0.02 miles	0
22a	Low water bridge crossing may be utilized to switch sides of the creek while keeping greenway and vehicular users separated.	Significant increase in cost, floodway permitting will need to be evaluated. Increased trail maintenance during storm events due to storm waters over topping a low water bridge.	0.01 miles	1
22b	Low water bridge crossing may be utilized to switch sides of the creek while keeping greenway and vehicular users separated.	Significant increase in cost, floodway permitting will need to be evaluated. Increased trail maintenance during storm events due to storm waters over topping a low water bridge.	0.01 miles	2
23	Trail spur has an opportunity to connect to complimentary uses such as the Asheboro Park & Ride, Early Childhood Development Center, and the commercial district on Fayetteville St.	Connection will require utility and a minimum of six driveway replacements along the corridor, and will require additional measures if the main line greenway falls on western bank.	0.24 miles	11
27	This alignment alternative utilizes the right-of-way on Yorktown Ln to bridge the connection back to Hasketts Creek	Extensive NCDOT coordination and permitting will be required.	0.43 miles	5

SEGMENTS REMOVED FROM CONSIDERATION

- **Segments 18c and 18d:** Removed due to existing driveway and utilities (sewer, gas, and electric) in the area. Large amounts of truck traffic make integrating bicycle and pedestrians here unadvisable.
- **Segments 19 and 20:** Removed due to bridge clearance restrictions (less than 8 ft) and exposed existing sewer lines.
- **Segment 21:** Removed due to infeasibility of reallocating roadway space to accommodate bicycles and pedestrians in a safe and comfortable manner.
- **Segments 22b, 24, and 25:** Removed due to lack of support from private property owners.



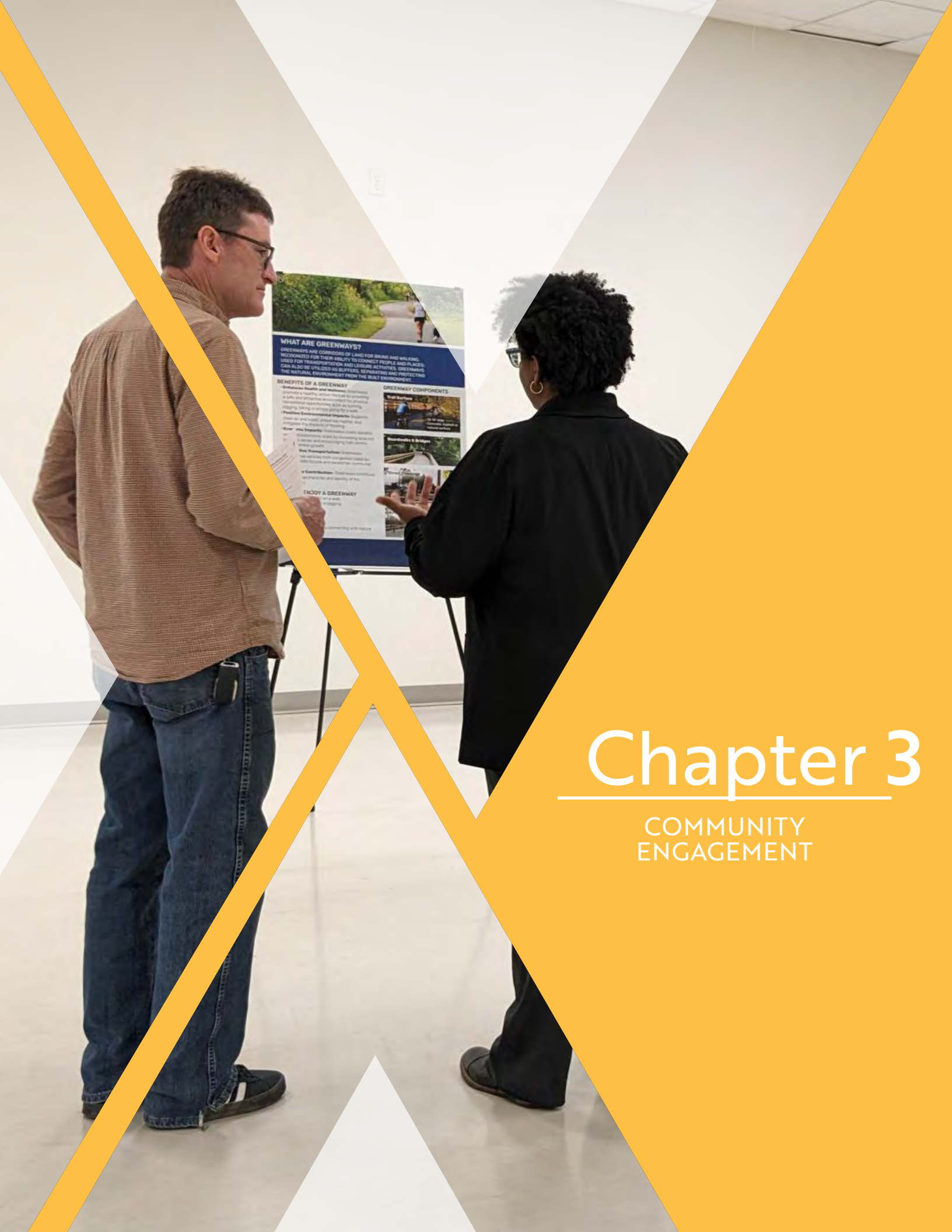
Opportunities & Constraints Table

Segment Alternatives - W. Balfour Bridge Crossing (Map C)

SEGMENT	OPPORTUNITY	CONSTRAINT	LENGTH	PARCELS IMPACTED
18a	Most sensible connection in terms of sight distance and avoids mixing with industrial use vehicles.	May require additional traffic calming measures to safely provide connection across West Balfour Avenue.	0.05 miles	1
18b	Logical connection if main greenway alignment is on eastern creek bank. Ability to connect down West Balfour Avenue to the Asheboro Park and Ride via segment 23.	Significant real estate acquisition will be required from single family property owners. Property owner willingness is unknown.	0.06 miles	1
18c	At-grade connector can be accommodated.	Poor connection to make for crossing roadway due to opposing industrial use driveway and limited sight distances.	0.01 miles	2
18d	Good visibility for greenway users.	Connection will be very difficult, if not impossible due to existing industrial use driveway, overhead utilities, and buried sewer laterals.	0.02 miles	1
19	Easily connects to segments 24, 25, and 16	Exposed sanitary sewer line underneath Balfour Avenue bridge will need to be encased in concrete or protected some other way if main alignment is placed on this side.	0.03 miles	2
20	Avoids most utilities and greenway trail benching underneath bridge is achievable.	Requires right-of-way acquisition from single family home near creek. Willingness of property owner is unknown.	0.03 miles	2
21	This alternative should be utilized if this study determines that the main greenway alignment will need to switch sides of Hasketts Creek. Roadway lane widths may be reduced to accommodate a buffered greenway connector over the bridge.	Additional permitting with NCDOT will be required. Minimally separated facility from roadway traffic will make some greenway users feel uncomfortable.	0.02 miles	0
22a	Low water bridge crossing may be utilized to switch sides of the creek while keeping greenway and vehicular users separated.	Significant increase in cost, floodway permitting will need to be evaluated. Increased trail maintenance during storm events due to storm waters over topping a low water bridge.	0.03 miles	1
22b	Low water bridge crossing may be utilized to switch sides of the creek while keeping greenway and vehicular users separated.	Significant increase in cost, floodway permitting will need to be evaluated. Increased trail maintenance during storm events due to storm waters over topping a low water bridge.	0.01 miles	2
23	Trail spur has an opportunity to connect to complimentary uses such as the Asheboro Park & Ride, Early Childhood Development Center, and the commercial district on Fayetteville St.	Connection will require utility and a minimum of six driveway replacements along the corridor, and will require additional measures if the main line greenway falls on western bank.	0.25 miles	11
27	This alignment alternative utilizes the right-of-way on Yorktown Ln to bridge the connection back to Hasketts Creek	Extensive NCDOT coordination and permitting will be required.	0.28 miles	5

SEGMENTS REMOVED FROM CONSIDERATION

- **Segments 18c and 18d:** Removed due to existing driveway and utilities (sewer, gas, and electric) in the area. Large amounts of truck traffic make integrating bicycle and pedestrians here unadvisable.
- **Segments 19 and 20:** Removed due to bridge clearance restrictions (less than 8 ft) and exposed existing sewer lines.
- **Segment 21:** Removed due to infeasibility of reallocating roadway space to accommodate bicycles and pedestrians in a safe and comfortable manner.
- **Segments 22b, 24, and 25:** Removed due to lack of support from private property owners.



WHAT ARE GREENWAYS?
GREENWAYS ARE CORRIDORS OF LAND FOR BIKE AND WALKING, RECOGNIZED FOR THEIR ABILITY TO CONNECT PEOPLE AND PLACES, USED FOR TRANSPORTATION AND LEISURE ACTIVITIES. GREENWAYS CAN ALSO BE UTILIZED AS BUFFERS, SEPARATING AND PROTECTING THE NATURAL ENVIRONMENT FROM THE BUILT ENVIRONMENT.

BENEFITS OF A GREENWAY
Enhance Health and Wellness: Greenways promote a healthy, active lifestyle by providing a safe and attractive environment for physical activity. Greenways also provide opportunities for socializing, taking an exercise break, and enjoying the outdoors.
Provide Environmental Benefits: Greenways provide a natural, green, and healthy environment, and improve the quality of life.
Reduce Impacts: Greenways create a buffer between the built environment and the natural environment, reducing the impact of development and encouraging a more sustainable approach.
Encourage Local Businesses: Greenways provide a safe and attractive environment for local businesses and can help increase the visibility and quality of the area.
ENJOY A GREENWAY
It's a great way to get outdoors and enjoy the benefits of a greenway.

GREENWAY COMPONENTS
Trail Surface: A path or road that is designed for walking, jogging, and biking.
Signage & Markers: Signs and markers that provide information about the greenway and its location.

Chapter 3

COMMUNITY
ENGAGEMENT

Community Engagement Plan

The project team developed a community engagement plan at the start of the project to guide outreach and outline participation strategies for activities with key partners and members of the public. Additionally, the engagement plan was used to inform the community on the proposed planning process for the North Asheboro Greenway Feasibility Study; provide an overview of prior community involvement; gauge public interest in the planning process; understand where the community desires greenway connections near the greenway corridor; understand how the community would like to use the greenway; and phase and prioritize project segments for future investment and development. This plan served as a flexible document that was updated throughout the study.

Working Group

A Working Group, comprised of local officials, City of Asheboro staff, citizen wellness groups, and Randolph County Trails, played a crucial role in supporting the development of this feasibility study. Members of the Working Group convened on four separate occasions during the project’s duration. The Working Group actively contributed to the study by reviewing and providing feedback on pertinent data, community engagement initiatives, alignment recommendations, and implementation strategies. Additionally, the group took an active role in distributing information and communication materials to the public during outreach events and activities such as the community survey. Individual members and their respective affiliations are provided below. Meeting summaries are provided on the following pages.

WORKING GROUP MEMBERS

Trevor Nuttall, City of Asheboro Planning Department

Justin Luck, City of Asheboro Planning Department

Michael Rhoney, City of Asheboro Water Resources Department

Pearson Parks, City of Asheboro Public Works Department

Jimmy Cagle, City of Asheboro Facilities Maintenance Department

Jonathan Sermon, City of Asheboro Cultural + Recreation Services

Kelly Heath, Asheboro City Council

Jim Rich, Asheboro A3

Mary Joan Pugh, Randolph County Trails Coordinator

Sam Varner, Randolph County Wellness Administrator

WORKING GROUP MEETING #1

The first Working Group Meeting, held at Asheboro City Hall on September 13, 2023, provided attendees with an overview of the study and an analysis of existing conditions within the project study area. The meeting facilitated discussions regarding definitions of success for the study, as well as opportunities and constraints that were identified during a site visit. The project team encouraged Working Group members to continue to review the existing conditions maps and consider additional topics to discuss at future meetings. Key findings from the meeting are highlighted below.

- Planned NCDOT projects may include facilities such as sidewalks on Fayetteville St that may provide connections to the greenway.
- Environmental constraints such as floodplains and topography may be major determinants in the route alternatives for the greenway.
- It is beneficial to align and construct greenways along sewer and water easements; however, the greenway will not be placed directly above these utilities to mitigate for access during routine maintenance.

WORKING GROUP MEETING #2

The second Working Group Meeting was held virtually on November 29, 2023. During this meeting, the project team presented the survey results, opportunities and constraints associated with the greenway corridor, and discussed the route evaluation methodology. Key findings from the meeting are highlighted below.

- Attendees expressed support for a trailhead at North Asheboro Park. Greenway users could also park at the future church on Vision Dr to the south.
- Greenway users may want to park on Vision Dr unless parking can be provided as an option at the Randolph County offices on N Fayetteville St.
- The City of Asheboro coordinated with the Police Department regarding any potential safety concerns associated with the project. The Police Department supports the project and wants to provide the best security they can through lighting, cameras, or other methods as needed and where appropriate.

WORKING GROUP MEETING #3

The third Working Group Meeting was held virtually on March 14, 2024. The project team presented an update on community and stakeholder engagement efforts, a recommended route alternative, preliminary construction cost estimate, and an overview of implementation and funding strategies. Key findings from the meeting are highlighted below.

- Route Alignment Alternative B is recommended at this time due to reduced construction costs and coordination with an existing sewer easement on the east side of Hasketts Creek. Alternative A would be more costly due to bridge and boardwalk construction, and additional land clearing necessary.
- A parking lot could be located near the main corridor on W. Bailey St to address concerns with parking on school property.
- The northern half of the project is expected to be more challenging to construct due to topography and private property constraints.

WORKING GROUP MEETING #4

Text... Key findings from the meeting are highlighted below.

- x
- y
- z

Stakeholder & Private Landowner Engagement

The project team engaged with key stakeholders and private landowners in the study area to gauge support for the project and identify additional considerations for greenway design. Meetings were held with Asheboro City Schools, NCDOT, Piedmont Triad Rural Planning Organization (RPO), and City of Asheboro staff, as well as private landowners.

ASHEBORO CITY SCHOOLS MEETING

The project team met with representatives from Asheboro City Schools on November 7, 2023, to discuss a potential connection from the North Asheboro Greenway to North Asheboro Middle School and Balfour Elementary School. Key findings from the meeting are highlighted below.

- An at-grade railroad crossing at W. Bailey St may require narrowing the travel lanes to accommodate pedestrian safety arms; a bridge overpass would be costly and require additional space in the right-of-way.
- Bus traffic often is congested near W. Bailey St and N. Asheboro School Rd and could be impacted by a greenway connection.
- Campus security is an important factor for the school district when evaluating potential entry locations.

NCDOT DIVISION 8 MEETING

The project team met with representatives from NCDOT Division 8 on December 11, 2023, to discuss crossing the Norfolk Southern railroad at W. Bailey St. Key findings from the meeting are highlighted below.

- NCDOT prefers to maintain roadway lanes at a minimum of 12 ft, with 11 ft lanes acceptable in constrained locations.
- Existing roadway bridges over Hasketts Creek on W. Bailey St and W. Balfour Ave are not ideal for accommodating a multi-use trail due to limited available width, a need for physical separation, and drainage.
- Proposed sidepath on W. Bailey St would likely require curb and gutter with a minimum 2 ft landscaped strip to separate the path from the roadway.

NCDOT RAIL DIVISION MEETING

The project team met with representatives from the NCDOT Rail Division on December 14, 2023, to discuss crossing the Norfolk Southern railroad at W. Bailey St. Key findings from the meeting are highlighted below.

- Railroads typically only allow shared use path crossings within the railroad right-of-way to be 6 ft wide to encourage bicyclists to dismount and walk across. A new at-grade crossing is not likely to be approved by the railroad.
- The path would have to route around the existing gate arms and maintain a minimum distance of 5.5 ft from the existing flashers.
- Flagging service must be provided when doing construction work within a railroad corridor, and should be provided by the contractor.

CITY OF ASHEBORO STAFF MEETING

The project team met with staff representatives from the City of Asheboro on January 17, 2024, to discuss routing and maintenance considerations for the North Asheboro Greenway. Key findings from the meeting are highlighted below.

- The City expects improvements to North Asheboro School Rd to be submitted for a future STIP project, potentially including pedestrian improvements that could connect to the greenway.
- A trailhead could be located on Nottingham St if a feasible location at the southern end of the greenway corridor near Vision Dr cannot be found.
- Segments of the greenway within North Asheboro Park should be designed to minimize impacts to the disc golf course, which is popular with local residents.
- The police department does not have specialized equipment to access the greenway, and may need to use patrol vehicles along the corridor.

PIEDMONT TRIAD RPO MEETING

The project team met with representatives from the Piedmont Triad Rural Planning Organization (RPO) on February 14, 2024, to discuss development and funding considerations for the North Asheboro Greenway. Key findings from the meeting are highlighted below.

- Updated Comprehensive Transportation Plans for the City of Asheboro and Randolph County will be developed in the near future and will likely cover a 10-year planning horizon.
- The Strategic Prioritization (SPOT) process is the main funding avenue through the RPO, but there is opportunity to increase grant writing capacity at a regional level.
- The P7.0 prioritization process is ongoing, and the RPO would not be able to submit the North Asheboro Greenway project for scoring until a future prioritization phase begins.
- The RPO has identified a need for additional grant writing capacity to support projects such as the North Asheboro Greenway.

RANDOLPH COUNTY TOURISM AUTHORITY MEETING

The project team met with leadership from the Randolph County Tourism Authority on April 5, 2024, to discuss the development of the North Asheboro Greenway. Key findings from the meeting are highlighted below.

- An existing pedestrian bridge in North Asheboro Park has accessibility challenges and should be evaluated as part of any new greenway construction.
- The trail will need to be designed to minimize flooding impacts along the creek, which have been a challenge for other nearby recreational trails.
- The Tourism Authority sees greenways as a key amenity to help improve quality of life in the community and enhance existing park facilities.

PRIVATE LANDOWNER COORDINATION

The City of Asheboro took the lead on landowner coordination by sending mailers and notice of the project to all property owners near the proposed route in August and December 2023, and again in April 2024 prior to adoption of the study. The mailer included contact information for City staff as well as a link to project information on the City's website (see Appendix C for a copy of the letter).

Over the course of the project several large property owners contacted the City or attended the public meeting and voiced concerns around security, liability for incidents on their property, maintaining current property uses (including truck parking, manufacturing, and forestry) and providing parking for users. It is expected that these concerns can be addressed in the future through careful consideration of easement agreements, provision of parking, providing clarity around legal requirements, posting trail rules, and monitoring by the local police department if security concerns persist. Still other property owners expressed support and interest for the project and the Arlington Apartments Phase 2 development in particular agreed to provide an easement for future trail construction in the floodplain. Additional design coordination will be needed with Hospice of Randolph County, Randolph Packing, and private property owners on Yorktown Ln who did not respond to letters from the City.

Prior to adoption of the study the City sent an additional mailer in April 2024 to potentially impacted property owners, inviting additional feedback and providing an update on the feasibility study.

Public Meeting

A drop-in style public meeting was hosted at the City of Asheboro Public Works building on December 12, 2023. Maps and information boards were provided for attendees to review at their own pace, and project team staff from the City, NCDOT, and consultant were available to guide attendees through the materials and answer questions. The meeting was advertised on the City's website and social media pages, through emails to local advocacy organizations, and through letters to nearby property owners. Working Group members were also encouraged to share information about the meeting with their networks.

Key findings from the public meeting are highlighted below.

- Multiple access points should be provided, with parking for greenway users and access control measures such as gates or bollards. At the southern end of the corridor, a connection across Vision Dr should be considered to provide a trailhead.
- Attendees expressed concern with user safety due to the remote nature of the greenway corridor, and suggested lighting, security cameras, emergency call boxes, and police patrols.
- Route preferences were varied; Residents with properties close to the greenway prefer a route farther from their homes, while property owners who do not live near the greenway prefer a route that is closer to nearby residents and the North Asheboro Park.
- Non-residential landowners expressed concerns with liability in the event of greenway users trespassing on their property.
- Some adjacent parcels have sold recently and may be developed, potentially incorporating the greenway as a connection.



Community members provide feedback at the public meeting

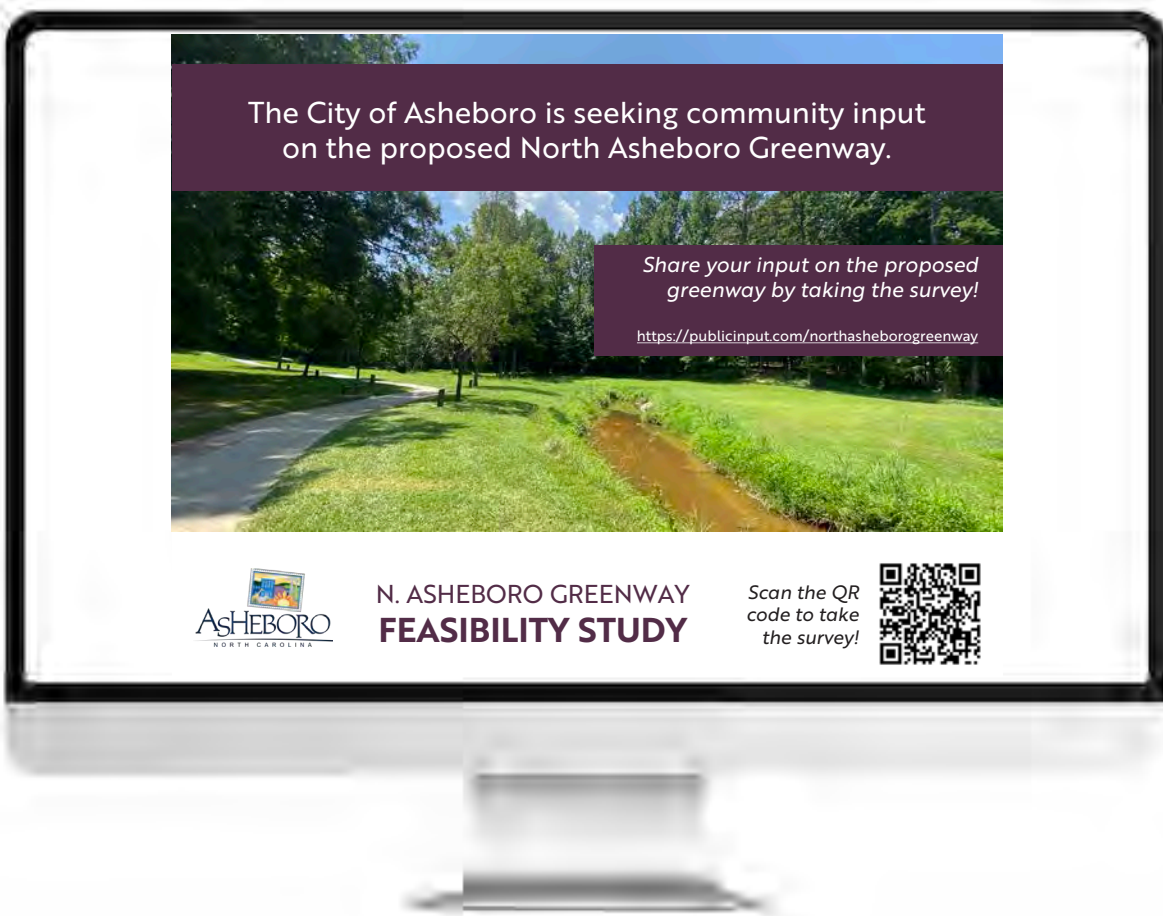
Community Survey

Between October 18 and November 13, 2023, a comprehensive community survey was executed as part of the North Asheboro Greenway Feasibility Study through Publicinput.com. The survey engaged 232 participants and received 2,929 responses, along with 206 comments.

The project team distributed the community survey to accomplish the following goals:

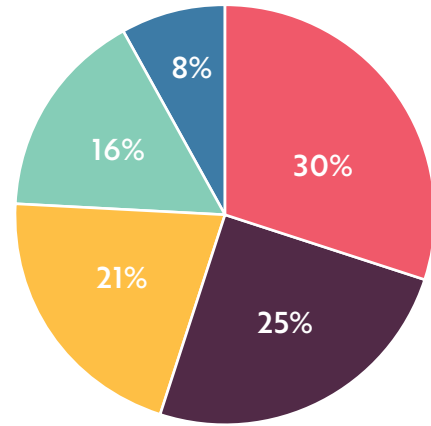
- ◆ Introduce the project and gauge public support.
- ◆ Solicit and compile public comment on destinations, opportunities and challenges, user preferences, and route preferences.
- ◆ Fulfill requests for information.
- ◆ Develop an email contact list for interested parties.

The survey contained three sections: project-specific questions, interactive mapping questions, and optional demographic questions. Overall, the community desires a well-designed, safe, and accessible greenway, showcasing the potential for increased recreational and social activity within the community. Specific survey findings are presented on the following pages.



HOW FREQUENTLY RESPONDENTS USE GREENWAYS + TRAILS

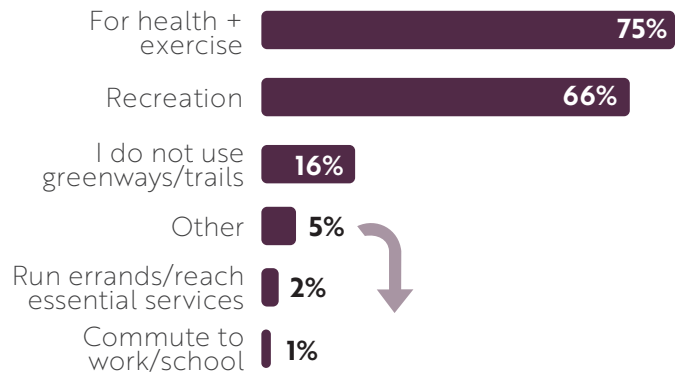
The survey revealed diverse patterns of greenway and trail utilization among respondents. The majority, constituting 30 percent, utilize these recreational facilities a few times a year. Following closely, 25 percent engage with greenways and trails on a more frequent basis, enjoying their benefits a few times a month. Twenty-one percent (21%) of respondents incorporate these facilities into their routine, using them a few times a week. On the other hand, 16 percent of participants reported never utilizing greenways and trails, signaling potential for outreach and promotion. Additionally, 8 percent of respondents showcase daily commitment to these amenities, demonstrating a dedicated and consistent use. These findings highlight the diverse engagement levels with greenways and trails, suggesting opportunities for both increased promotion and tailored offerings to better meet the varied needs of the community.



- Daily
- A few times a year
- A few times a week
- A few times a month
- Never

HOW RESPONDENTS CURRENTLY USE GREENWAYS + TRAILS

The survey findings show the various ways people currently utilize greenways and trails in Asheboro. The majority (75%) highlighted their use for health and exercise, emphasizing the importance of these spaces for physical well-being. Additionally, 66 percent of respondents indicated that they turn to greenways and trails for recreation, underlining their role as valuable leisure spaces. Alternatively, 16 percent of participants reported not using greenways and trails. Furthermore, 5 percent use these facilities for purposes beyond health, exercise, and recreation, showcasing their versatility. A small percentage (2%) utilizes greenways and trails for errands or reaching essential services. Lastly, 1 percent relies on them for commuting to work or school, highlighting the potential of greenways to support sustainable transportation.



Select Responses:

“Safe place to ride a bike.”

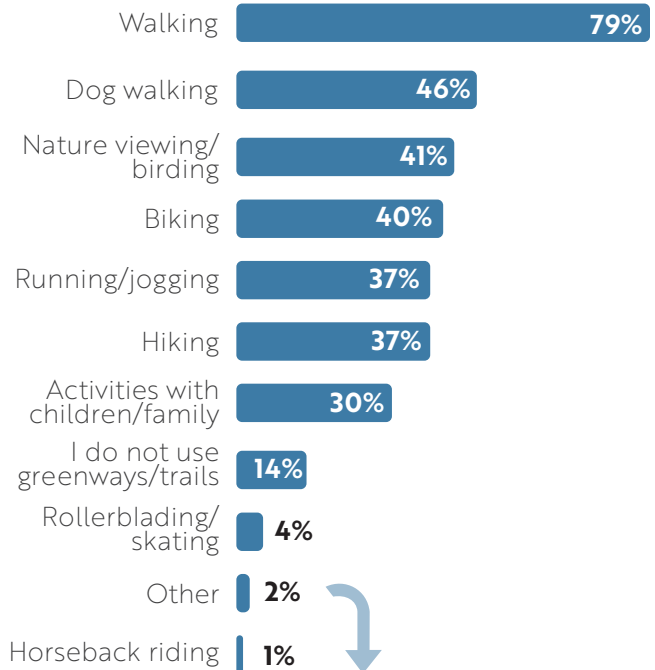
“Dog walking and photography.”

“Walk with my dog.”

ACTIVITIES ALONG GREENWAYS + TRAILS

The survey outcomes offer a comprehensive look at the diverse activities people engage in on greenways and trails. The most popular activity is walking (79%). Nearly half, 46 percent, take the opportunity to walk their dogs, emphasizing the pet-friendly nature of these spaces. Forty-one percent (41%) enjoy the natural surroundings, engaging in nature viewing and birdwatching.

Fourteen percent (14%) of survey participants reported not using greenways and trails. Additionally, 4 percent of individuals rollerblade on these pathways. A small group of respondents (2%) cited other reasons for their greenway use. Lastly, 1 percent of participants enjoy horseback riding on greenways and trails in the area. These findings provide valuable insights into the multifaceted ways in which the community engages with greenways and trails, guiding efforts to enhance and promote these outdoor amenities.

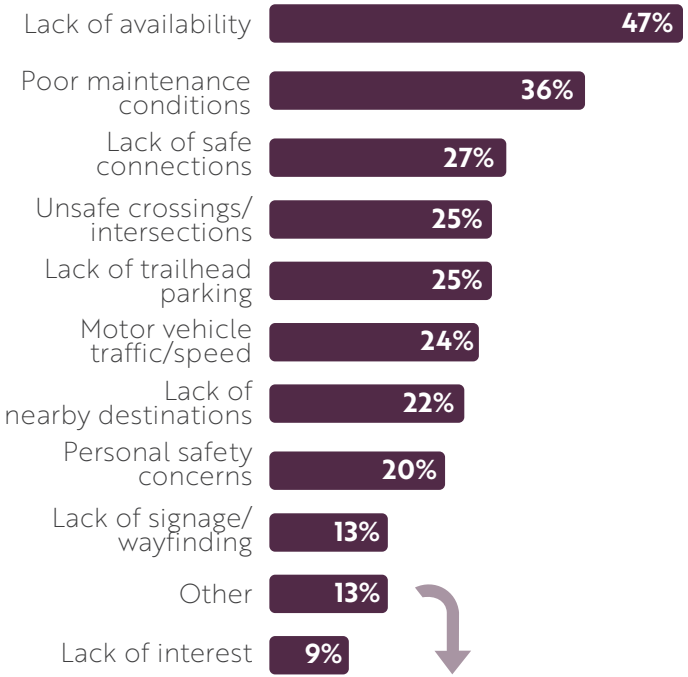


Select Response:
 "There are no greenways to use."

DISCOURAGING FACTORS

Several factors currently discourage respondents from using greenways in and around the study area. The primary deterrent, cited by 47 percent of participants, is the lack of availability, underscoring the need for increased accessibility to outdoor spaces. Following closely, 36 percent express concern about the current maintenance conditions of existing bicycle and pedestrian facilities, emphasizing the importance of upkeep for a positive user experience. Another significant barrier is the absence of safe connections to these facilities, as highlighted by 27 percent of respondents.

For those who selected "other," their concerns revolved around safety, the perceived lack of security, and the insufficiency of greenways in the area. These responses emphasize the need for initiatives addressing safety concerns and creating a sense of security to encourage greenway usage. Nine percent (9%) of respondents admit to having a lack of interest in using greenways, signaling an area for potential outreach and education to showcase the benefits of these outdoor amenities.

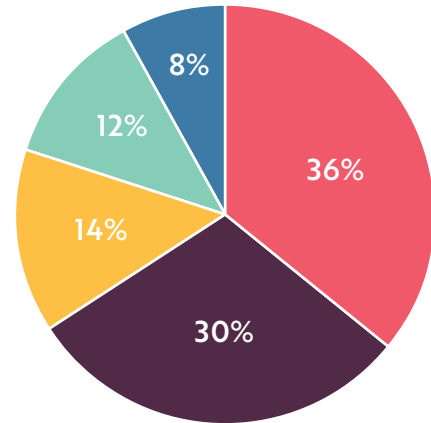


Select Responses:
 "Safety and security!"
 "Too few greenways."

ANTICIPATED FUTURE GREENWAY USE

The survey indicates support among respondents for using the North Asheboro Greenway in the future. Many respondents (36 percent), express a strong commitment, planning to utilize the greenway a few times a week. Following closely, 30 percent of respondents anticipate regular but less frequent use, planning to enjoy the greenway a few times a month. Fourteen percent (14%) of participants express a daily commitment, highlighting the anticipated daily usage of the upcoming greenway.

However, it is important to note that a segment of the respondents (12%), does not intend to use the future greenway. Understanding the reasons behind this lack of interest could provide valuable insights for potential improvements or outreach efforts. On the other hand, 8 percent of respondents plan to use the greenway a few times a year, contributing to the overall diversity of anticipated usage patterns.

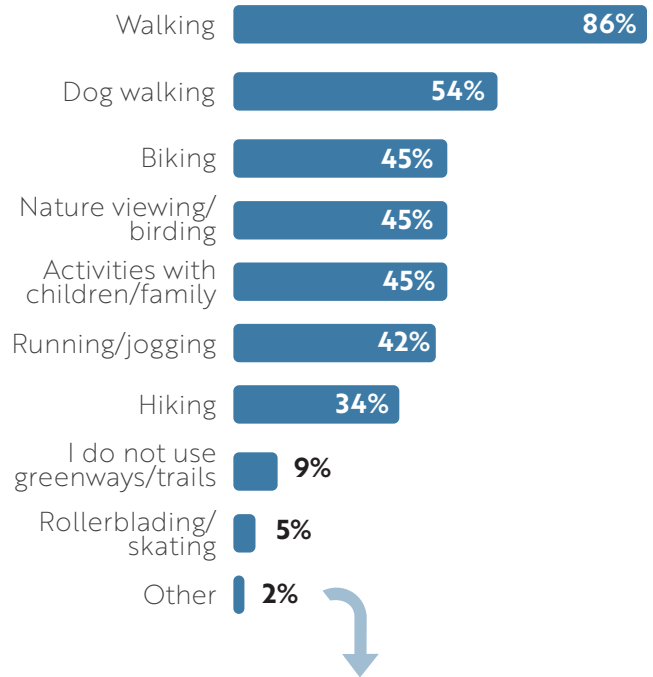


- Daily
- A few times a week
- A few times a month
- A few times a year
- Never

FUTURE ACTIVITIES ALONG THE GREENWAY

The survey findings provide valuable insights into the anticipated uses of the North Asheboro Greenway once it is constructed. Respondents plan to primarily use it for walking (86%), dog walking (54%), biking (45%), nature viewing/birding (45%), and activities with children and family (45%).

A small percentage, 9 percent, indicates a lack of interest in using the greenway. However, 5 percent express an interest in rollerblading or skating on the greenway. An additional 2 percent have unique ideas for utilization, one providing input that they plan to use the greenway for photography. These findings pave the way for a well-informed approach to the construction and promotion of the North Asheboro Greenway, ensuring it aligns with the varied preferences and interests of the North Asheboro community it aims to serve.



Select Response:
 "Photography."

TOP 5 GREENWAY ROUTING PREFERENCES

People were asked about their top five preferences for the greenway route. Most important was connecting to future greenways and trails (74%), showing a desire for a linked network. Next is access to parks (70%), highlighting the importance of nature and recreation. Many also want the route to follow or have access to Haskett Creek (53%), showing appreciation for natural water features. Respondents also value connections to schools along the way (22%), emphasizing educational access. There is also a preference for the most effective route (18%), showing a practical approach to the greenway’s design. In contrast, only 7 percent prefer the most direct route, and 5 percent selected “other,” specifying a preference for close access to restaurants.

#1 Provide connections to future greenways and trails

#2 Provide access to parks and recreational areas

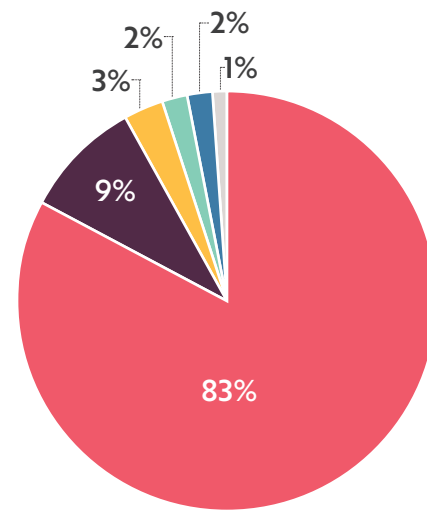
#3 Route along or provide access to Haskett Creek

#4 Provide connections to schools along the corridor

#5 Most cost-effective route

PRIMARY MODE OF TRANSPORTATION

The survey uncovered the diverse commuting habits of respondents in relation to work and school. The predominant mode of transportation is driving alone in a car, selected by 83 percent of respondents. A smaller group, comprising 9 percent, marked that they work from home and do not have a regular commute, while 3 percent engage in carpooling. A sustainable approach to commuting is represented by the 5 percent who either walk (2%), bike (1%), or use alternative modes of transportation (2%). Respondents who chose “other” clarified that they are retired, showcasing the variety of life stages and circumstances among survey participants.

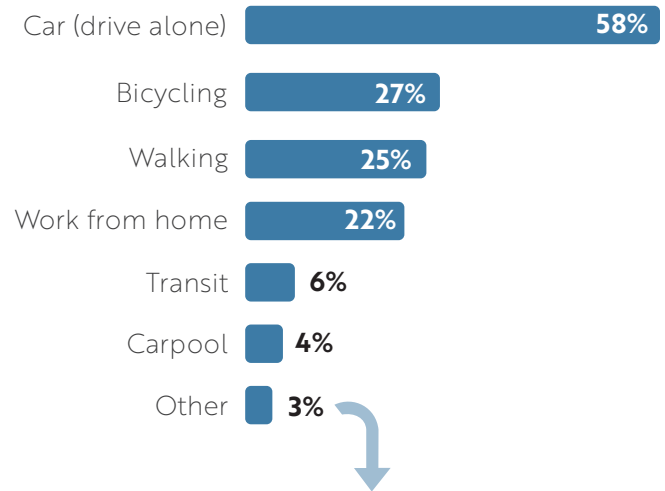


- Car (drive alone)
- Walking
- Work from home
- Other
- Carpool
- Bicycling

DESIRED MODES OF TRANSPORTATION IN THE FUTURE

The survey findings reveal diverse preferences among respondents regarding their future commuting modes for work or school. The majority, comprising 58 percent, express a preference for driving as their primary mode of transportation. Biking is a popular choice at 27 percent, followed by walking at 25 percent, and working from home at 22 percent.

In terms of shared transportation, 6 percent of respondents express an interest in using transit, while 4 percent prefer carpooling. An additional 3 percent indicated that they do not commute to work or school because they are retired.



Select Response:

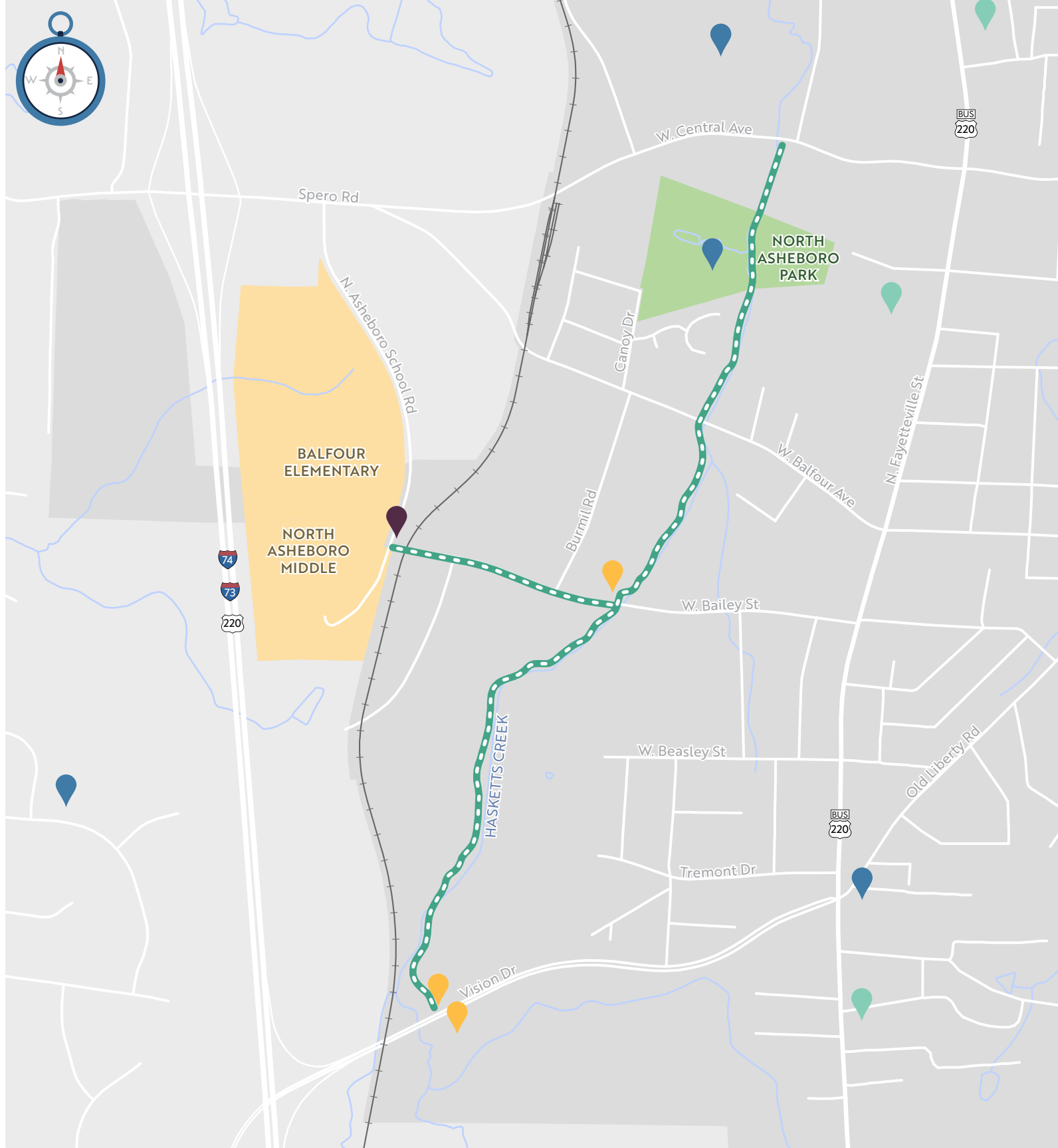
"Retired."

WHAT WOULD INCREASE TRAIL USAGE OR BRING NEW USERS

Respondents express a strong desire for a greenway project in Asheboro. Key themes include the need for safety, scenic routes, and connections to other trails. Respondents highlight the importance of a well-lit and patrolled environment, emphasizing security. They also stress the need for cleanliness, well-marked trails, and information about local flora and fauna. The length of the greenway is a significant concern, with calls for a minimum 7-mile trail to attract more cyclists. Access, parking, and promotion are highlighted, with suggestions such as a social media campaign and promotion on City-owned vehicles. Respondents want a space that feels safe, pet-friendly, and suitable for various activities, emphasizing the potential for community engagement, development, and connectivity. There are calls for additional features like water fountains, guided walks, and kids programming, demonstrating a desire for a multifaceted and inclusive greenway experience.

"My friends and I sometimes drive over 2 hours to other towns to ride our bikes on their greenway. When we go, we also go shopping and find a great place to eat. It would be awesome to have a place close to home to enjoy. For riding bikes, a minimum 7-mile trail would be the best. 1.8 is a great start especially for walking. A longer trail would be needed to attract more cyclists."

-Survey Respondent



NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Community Survey: Desired Greenway Destinations

LEGEND

- Preliminary Study Corridor
- Recreation Destinations
- School Destinations
- Shopping Destinations
- Other Destinations
- Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County

0 0.25 0.5 Mile

INTERACTIVE MAPPING QUESTION #1: DESIRED GREENWAY DESTINATIONS

Survey participants were tasked with identifying preferred destinations accessible from the proposed North Asheboro Greenway. These destinations were classified into distinct categories, encompassing recreational spots, educational institutions, shopping centers, and miscellaneous options. The results, along with noteworthy comments, are detailed below.

CATEGORY	DESCRIPTION
Recreational Destinations	<ul style="list-style-type: none"> • North Asheboro Park • Hasketts Creek north of W. Central Ave • Asheboro Racquet and Swim Club
School Destinations	<ul style="list-style-type: none"> • North Asheboro Middle School
Shopping Destinations	<ul style="list-style-type: none"> • Businesses along Vision Dr and W Bailey St
Other Destinations	<ul style="list-style-type: none"> • Locations along N Fayetteville St

“Connect to other sidewalks and plan to add shade trees and clear connections to those adjacent sidewalks.”

-Survey Respondent

“I hope there is future planning for the extension crossing down past Vision Drive. Maybe some interaction with the train track area to push you down to the Presnell Street area.”

-Survey Respondent

“This proposal needs to include MORE ground not just a small little mile.”

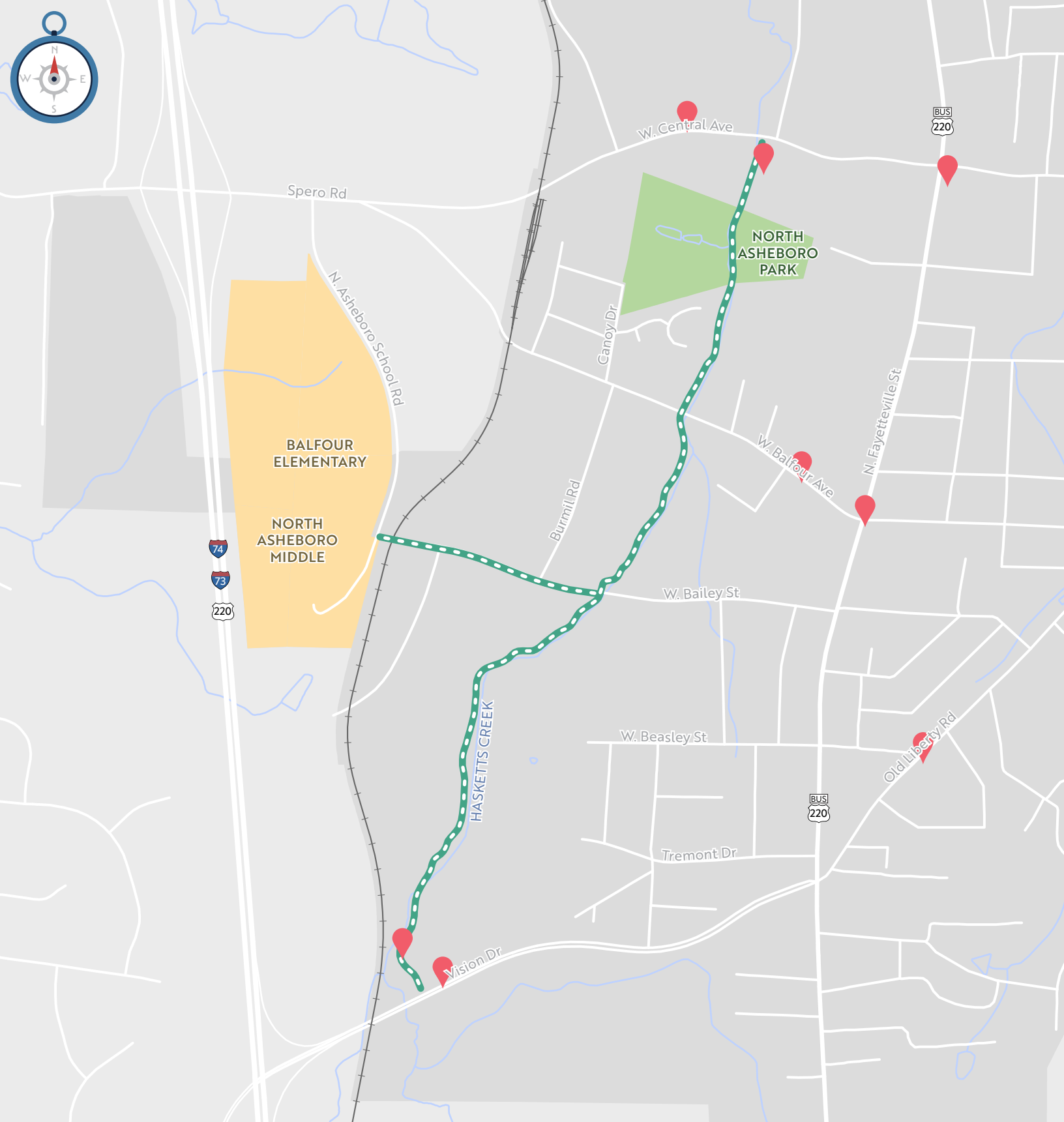
-Survey Respondent

“I would want to connect to a park with a playground.”

-Survey Respondent

“I would like there to be an entryway onto the greenway from Dave’s Mountain.”










-Survey Respondent



NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Community Survey: Desired Infrastructure Improvements

LEGEND

-  Preliminary Study Corridor
-  Desired Infrastructure Improvement Location
-  Railroad
-  Roadway
-  School
-  Park/Conserved Land
-  Water
-  Asheboro City Limits
-  Randolph County

0 0.25 0.5 Mile

INTERACTIVE MAPPING QUESTION #2: DESIRED INFRASTRUCTURE IMPROVEMENTS

Survey respondents were assigned the task of pinpointing areas needing enhanced bicycle or pedestrian infrastructure. The identified locations on the map include W. Central Ave, N. Fayetteville St, W. Balfour Ave, Old Liberty Rd, and Vision Dr. Comments underscored the necessity for sidewalks, crosswalks, and links to Technimark Plant 2 off of Commerce Pl. Additionally, some respondents emphasized the preference for active transportation infrastructure connections to Downtown Asheboro. Further insights from additional comments are highlighted below.

"Sidewalks and crossings are needed, and connections up to Technimark Plant 2 would be great."

-Survey Respondent

"I often see people walking along the side of Old Liberty Rd and really think this area would benefit from a bike lane or sidewalk area."

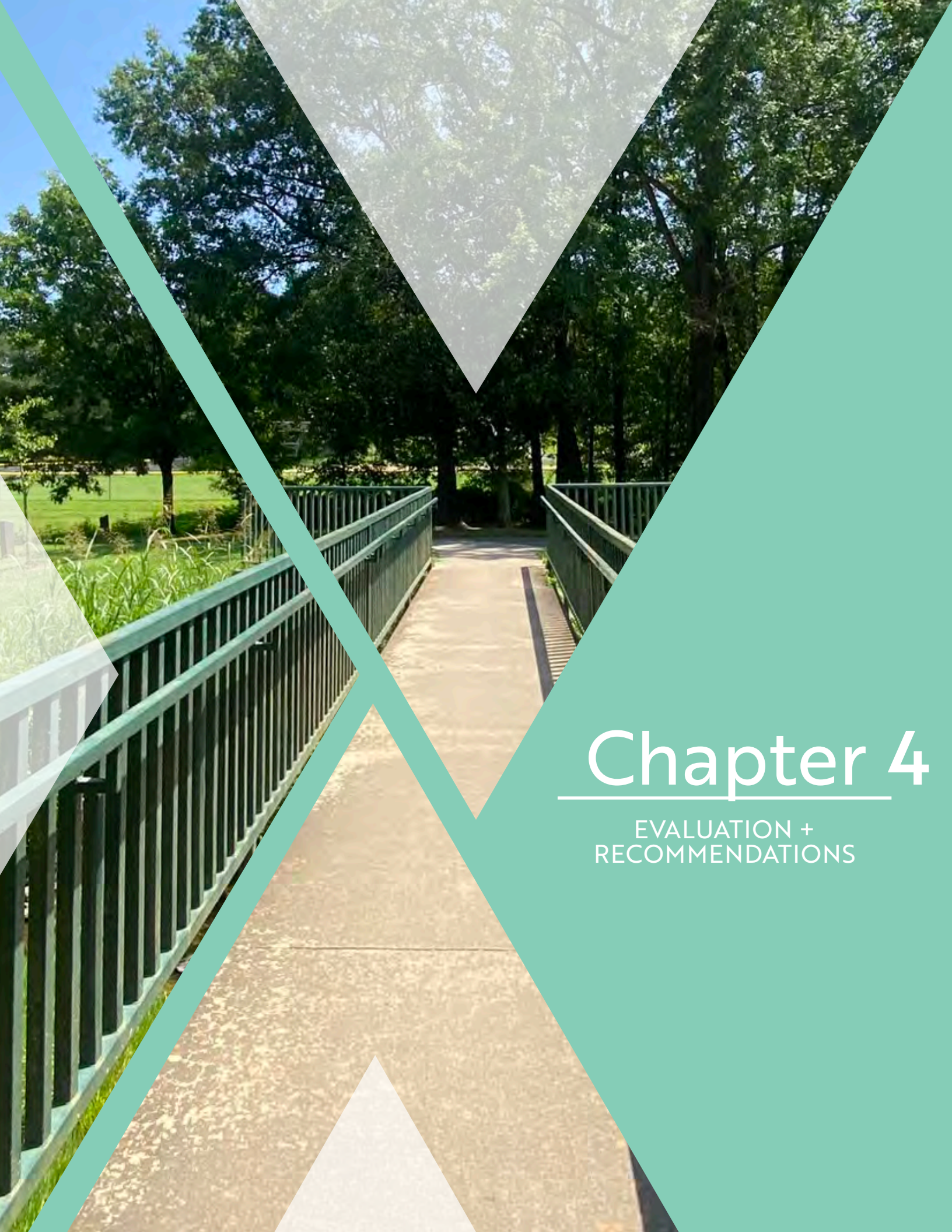
-Survey Respondent

"Need to continue much farther to connect to downtown."

-Survey Respondent

"Balfour Rd to Fayetteville."

-Survey Respondent



Chapter 4

EVALUATION +
RECOMMENDATIONS

Overview

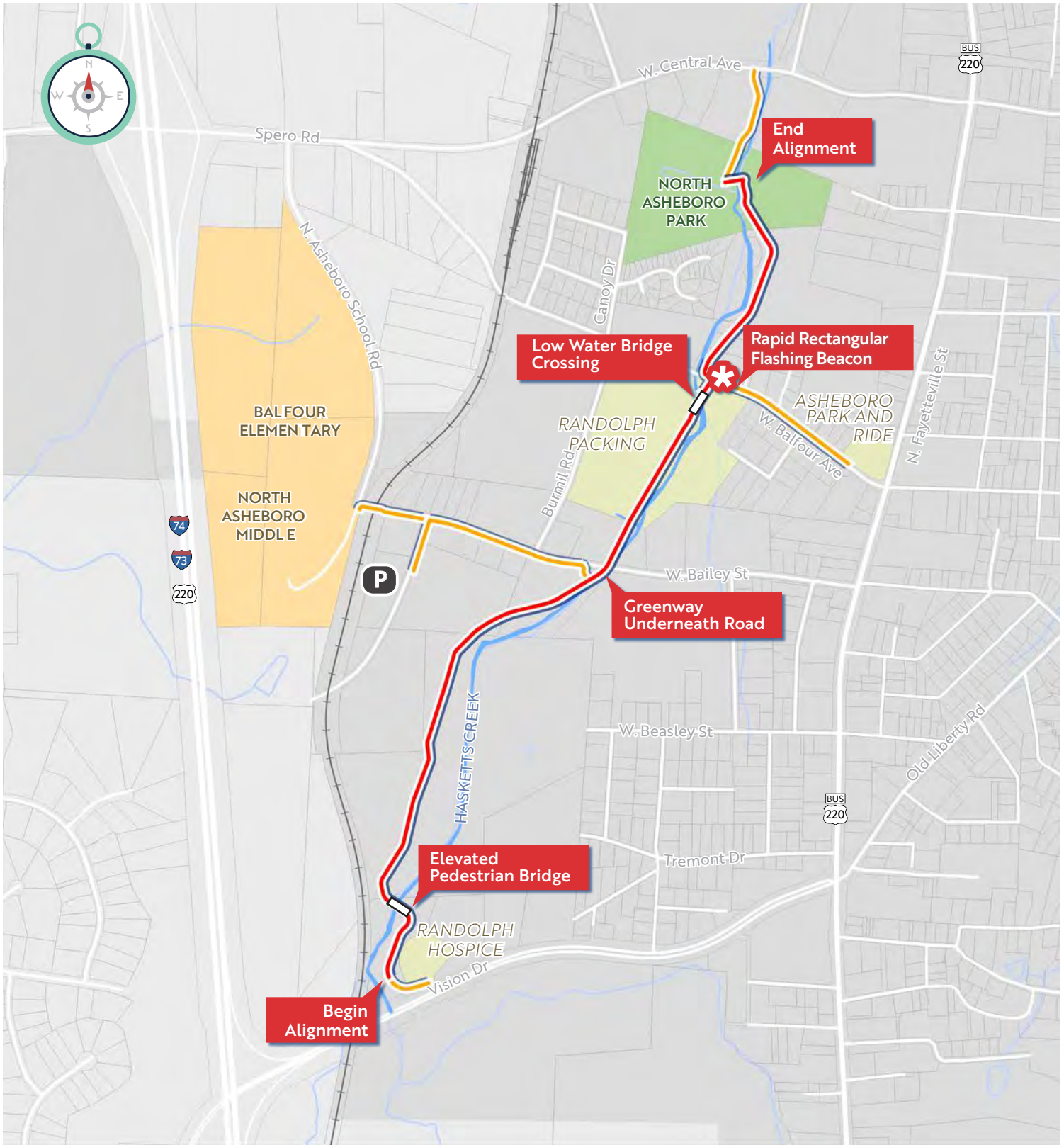
Recommendations for the North Asheboro Greenway will provide users of all ages and abilities safe, comfortable and direct travel and recreation choices from North Asheboro Park to Vision Drive. Recommendations were developed based on community and stakeholder input, a review of existing conditions, key destinations and connections identified through the planning process. A prioritization process for each segment was also included to then devise overall route alternatives for the study corridor. This chapter outlines the overall route alternatives considered, discusses evaluation criteria, recommends routes, and provides typical section and trail amenity recommendations.

ALIGNMENT ALTERNATIVE EVALUATION

Overall route alternatives were developed using various combinations of the segment alternatives presented in the previous chapters. The following pages detail the two route alternatives developed for this study and describe the overall route experience, anticipate length, summarize high-cost items, and provide an estimated 2024 construction cost.







NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

ALIGNMENT ALT. A

0' 1,000' 2,000'

LEGEND

Existing Conditions

- +— Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County
- Parcel of Interest

Greenway Alternatives (Color Varies)

- Alignment Alternative
- Connector Alternative
- Ⓟ Potential Trailhead
- ▭ Pedestrian Bridge
- ⊕ Pedestrian Signal

Alignment Alternative A

SEGMENT NUMBERS (4•7•12•16•22a•18b•26•30)

Beginning in the vicinity of the Randolph Hospice Center near Vision Drive, this alignment alternative runs north following the existing sewer easement before ramping up to the first elevated bridge crossing over Hasketts Creek. The greenway continues, utilizing a short boardwalk section to span the remainder of the floodplain and poor soils before promptly returning to a trail on grade condition. The trail moves north following the toe-of-slope of a large hill for approximately half a mile before diving underneath West Bailey Street. A connector trail along West Bailey Street would provide access to a parcel identified as suitable for a trailhead and parking lot, as well as a future connection to the Balfour Elementary School and North Asheboro Middle School. The main alignment moves north along the existing sewer easement on the parcel owned by Randolph Packing before utilizing a short low water crossing bridge to span Hasketts Creek to the east. An at-grade crossing is provided on West Balfour Avenue, and a connector trail located on the north side of the street would provide access to the Asheboro Park and Ride. The greenway alignment would move north through several private properties before terminating within North Asheboro Park over the existing greenway bridge. In a future phase, the main line will continue north past West Central Avenue. This study has identified and mapped the two possible scenarios.

ALIGNMENT SNAPSHOT:

Length = 1.48 miles

Low Water Crossings = 1

Elevated Bridge Crossings = 1

Rectangular Rapid Flashing Beacon = 1

Main Alignment Private Parcel Impacts = 10

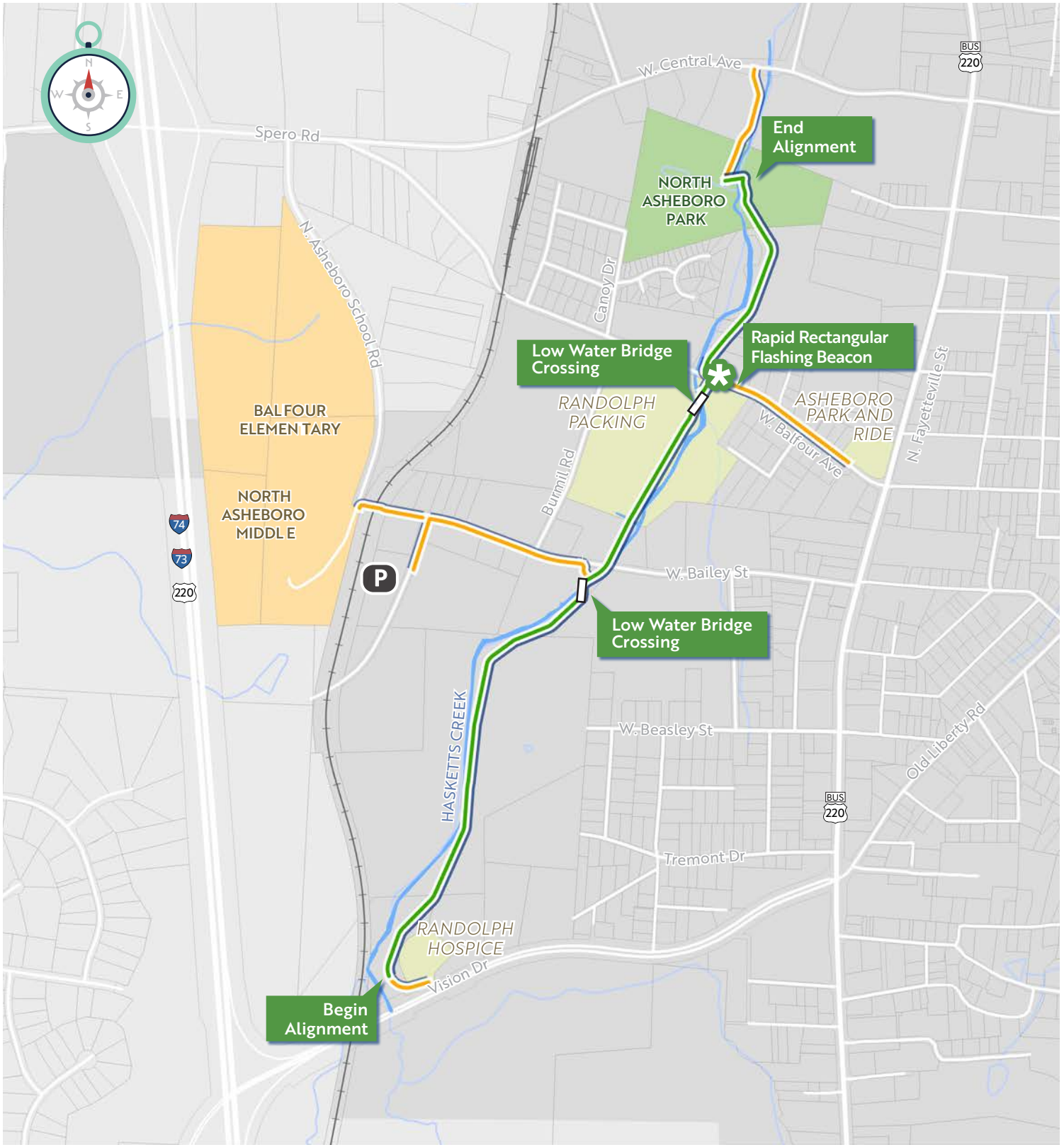
PROS:

- Utilizes undeveloped parcels in the floodplain on the western side of Hasketts Creek.
- Low water bridge crossings are less costly than other alternatives.
- Connections to Balfour Elementary School, North Asheboro Middle School, and the Asheboro Park and Ride are possible.

CONS:

- Impacts to private parcels are numerous.
- Flood model impacts to private parcels will need to be evaluated in detailed design.
- Low water crossing will require frequent maintenance after typical storm events.
- Construction access will be limited to the southern portion of the trail from West Bailey Street.

ESTIMATED 2024 CONSTRUCTION COST: \$3,015,000



NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

ALIGNMENT ALT. B

0' 1,000' 2,000'

LEGEND

Existing Conditions

- +— Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County
- Parcel of Interest

Greenway Alternatives (Color Varies)

- Alignment Alternative
- Connector Alternative
- Ⓟ Potential Trailhead
- ▭ Pedestrian Bridge
- ⊛ Pedestrian Signal

Alignment Alternative B

SEGMENT NUMBERS (4•6•8•11•12•16•22A•18B•26•30)

Beginning in the vicinity of the Randolph Hospice Center near Vision Drive, this alignment alternative runs north following the existing sewer easement through privately owned property on the eastern side of Hasketts Creek before utilizing a low water crossing back to the western side. The alignment then dives underneath West Bailey Street, and a connector trail along West Bailey Street would provide access to a parcel identified as suitable for a trailhead and parking lot, as well as a future connection to the Balfour Elementary School and North Asheboro Middle School. The main alignment moves north along the existing sewer easement on the parcel owned by Randolph Packing before utilizing a short low water crossing bridge to span Hasketts Creek to the east. An at-grade crossing is provided on West Balfour Avenue, and a connector trail located on the north side of the street would provide access to the Asheboro Park and Ride. The greenway alignment would move north through several private properties before terminating within North Asheboro Park over the existing greenway bridge. In a future phase, the main line will continue north past West Central Avenue.

ALIGNMENT SNAPSHOT:

Length = 1.42 miles

Low Water Crossings = 2

Rectangular Rapid Flashing Beacon = 1

Main Alignment Private Parcel Impacts = 9

PROS:

- Close to existing sewer easement on the eastern side of Hasketts Creek.
- Construction access will be less difficult than other alternatives.
- Low water bridge crossings are less costly than other alternatives.
- Connections to Balfour Elementary School, North Asheboro Middle School, and the Asheboro Park and Ride are possible.

CONS:

- Impacts to private parcels are numerous, stringing together alignment through multiple owners will be difficult.
- Flood model impacts to private parcels will need to be evaluated in detailed design.
- Low water crossings will require frequent maintenance after typical storm events.
- Steep embankments on the east bank of Hasketts Creek, south of West Bailey Street, may require extensive and costly grading and wall construction.

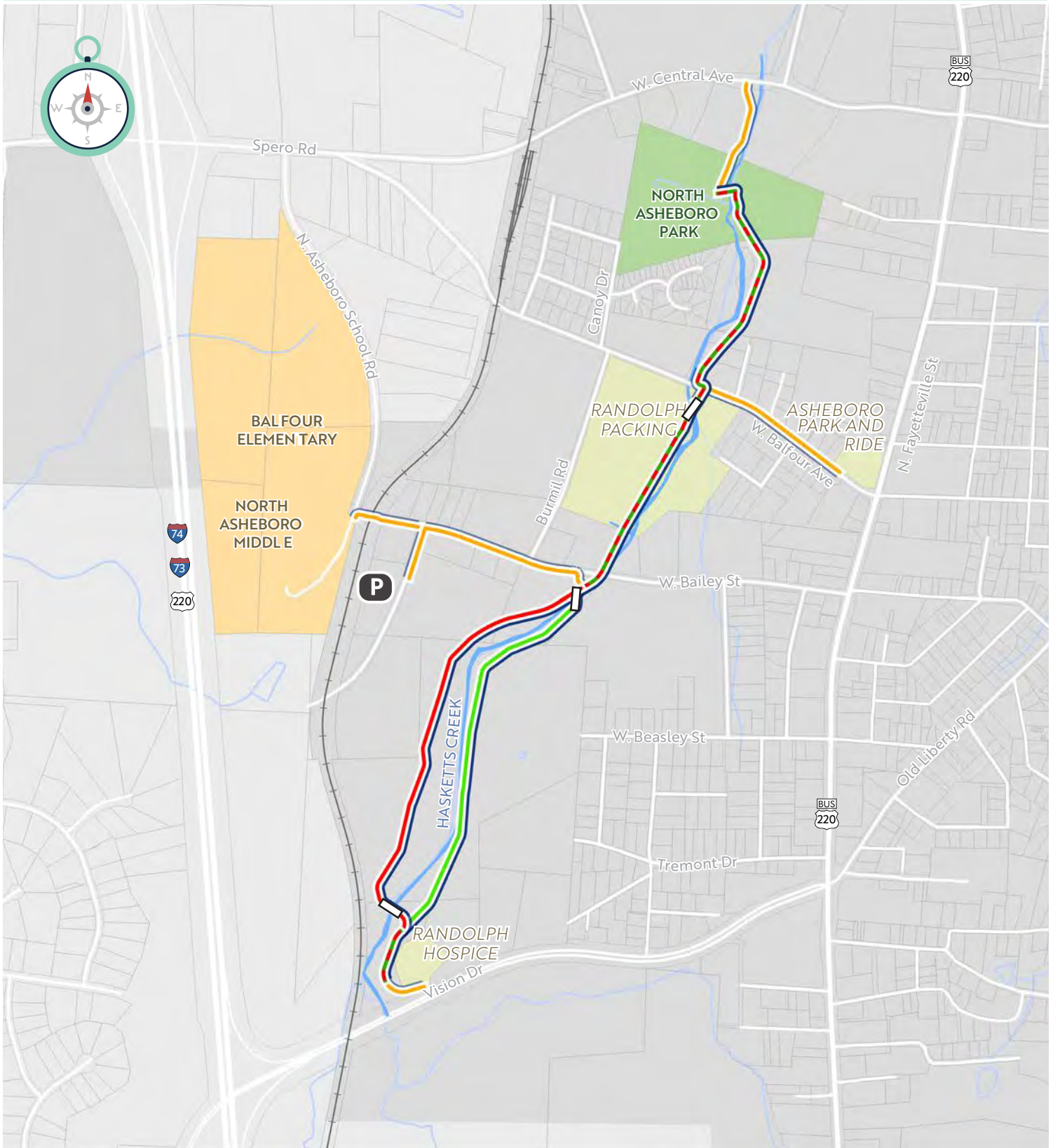
ESTIMATED 2024 CONSTRUCTION COST: \$2,095,000



SUMMARY OF EVALUATION CRITERIA

The evaluation criteria used to supplement the decision-making process are listed below. These criteria were workshopped with the Working Group to identify the most appropriate alignments. The matrix produced is a qualitative assessment tool utilized to evaluate and recommend a preferred alignment to further pursue design.

CRITERION	DESCRIPTION
Physical Feasibility	<i>The ability to successfully engineer and permit each alternative is a critical consideration for determining realistic options for the route alternative.</i>
Cost Effectiveness	<i>The magnitude of the total life-cycle cost for each alternative (including design, construction and ongoing maintenance) is a significant factor in determining which alternative to implement.</i>
Property Impacts	<i>Real estate acquisition plays a major role in project cost and schedule. The ability of the route alternatives to utilize publicly-owned properties, existing easements, public ROW, and limit impacts to privately property owners is considered.</i>
Community Priorities	<i>To ensure consistency with public preferences and existing plans, goals identified in previous planning efforts and feedback from public engagement/stakeholder outreach activities are utilized to evaluate the route alternative.</i>
Funding Opportunities	<i>Given the importance of securing funding from a variety of potential sources, the diversity, total amount, and likelihood of receiving funding available to each alternative is considered.</i>
Environmental Impacts	<i>The ability of each alternative to minimize impacts to streams, wetlands, and other jurisdictional features (including associated buffers, floodplain elevations, and other environmental factors) during construction and operation of the proposed facility is also considered.</i>
Desired Connectivity	<i>The magnitude of the disruption of vehicular traffic by the ultimate design of each route alternative and associated temporary impacts during the construction process is considered.</i>
Programming Impacts	<i>The magnitude of the disruption to the current park programming operations by the design of and during the construction process for each bridge alternative is considered.</i>
Implementation Timeframe	<i>The amount of time it takes to plan, fund, design, and ultimately construct each route alternative is important to consider, especially in conjunction with community priorities, as to how long is a tolerable time to wait for project completion.</i>
Accessibility	<i>Convenience of use and accommodation for users of all ages and abilities is a significant consideration to ensure the ultimate route alternative is a community amenity designed for use by individuals regardless of ability.</i>
Staff Support	<i>The depth of support from elected officials and agencies for each route alternative as well as whether there is a clear project sponsor to champion the route alternative through implementation, is an important factor for ensuring successful project completion.</i>
Placemaking + User Experience	<i>The potential for route alternative(s) to provide economic development and redevelopment, neighborhood stability and improvement, as well as promoting healthy and active lifestyles are also considered</i>



NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

ALIGNMENT ALTERNATIVES

0' 1,000' 2,000'

LEGEND

Existing Conditions

- +— Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County
- Parcel of Interest

Greenway Alternatives (Color Varies)

- Alignment Alternative A
- Alignment Alternative B
- Connector Alternative
- Ⓟ Potential Trailhead
- ▭ Pedestrian Bridge

Alignment Alternative Decision Matrix

SCORING METHODOLOGY

This decision matrix is a qualitative assessment tool utilized by the study team to incorporate feedback from the project working group. In this matrix the two alignment alternatives which were developed in the previous section of this study are further evaluated here against one-another in accordance with the evaluation criteria described on the previous spread. Each alignment is assigned a qualitative ranking which varies from most desirable, neutral, to least desirable, and was workshopped with the working group. Based on this feedback, a recommended route can be identified as those that best align with the priorities of the steering committee and public.

CRITERION	ALTERNATIVE A	ALTERNATIVE B
Physical Feasibility	<i>Least desirable</i>	<i>Most desirable</i>
Cost Effectiveness	<i>Least desirable</i>	<i>Neutral</i>
Property Impacts	<i>Neutral</i>	<i>Neutral</i>
Community Priorities	<i>Least desirable</i>	<i>Neutral</i>
Funding Opportunities	<i>Neutral</i>	<i>Most desirable</i>
Environmental Impacts	<i>Most desirable</i>	<i>Most desirable</i>
Desired Connectivity	<i>Most desirable</i>	<i>Most desirable</i>
Programming Impacts	<i>Neutral</i>	<i>Neutral</i>
Implementation Timeframe	<i>Least desirable</i>	<i>Neutral</i>
Accessibility	<i>Neutral</i>	<i>Neutral</i>
Staff Support	<i>Neutral</i>	<i>Most desirable</i>
Placemaking + User Experience	<i>Most desirable</i>	<i>Neutral</i>

Scoring key:

<i>Least desirable</i>	<i>Neutral</i>	<i>Most desirable</i>
------------------------	----------------	-----------------------

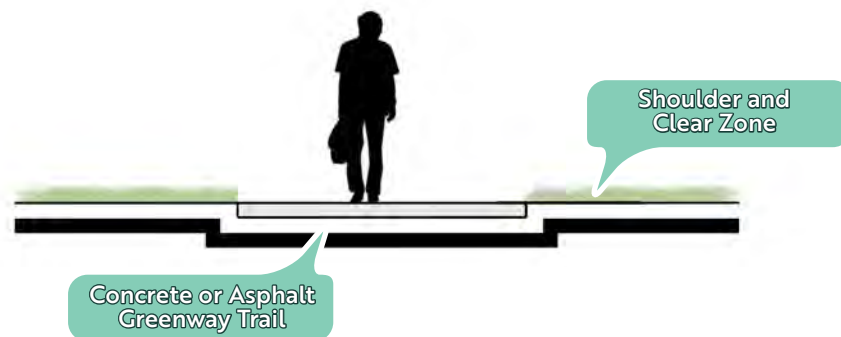
Greenway Typical Sections

TRAIL ON GRADE

Paved trail surfaces such as asphalt or concrete offer great accessibility to accommodate users of all ages and abilities. Asphalt pavement tends to be the most popular and cost effective for paved trails. Concrete pavement is more durable, but costs more than asphalt pavement. As such, concrete trails are typically more common in urban settings (where projected user volumes are high or the trail may be subject to vehicular loading more often) or in areas subject to heavy flooding forces that may cause damage to the trail such as boardwalk approaches and within the floodway.

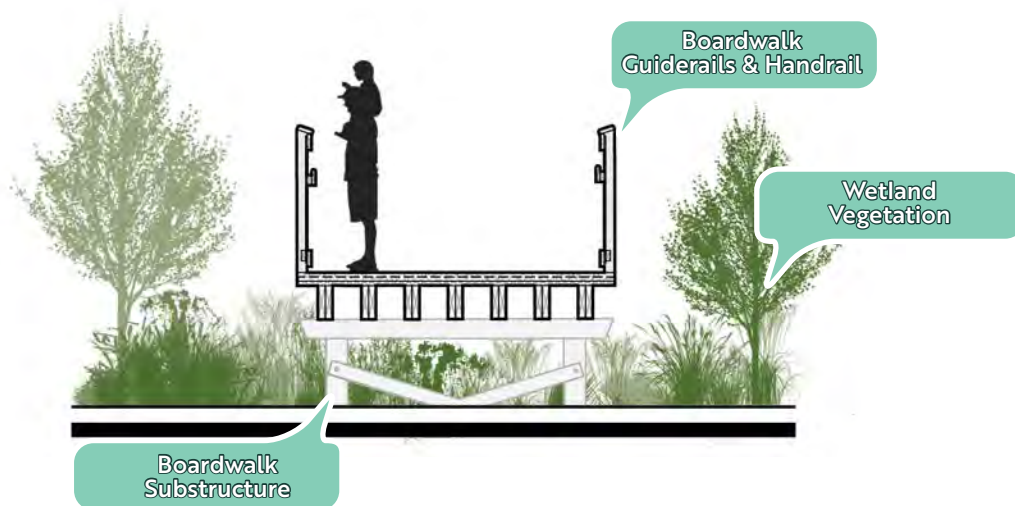
Paved trails shared by cyclists and pedestrians need to be wide enough to accommodate both user groups and allow for passing while also minimizing conflict and maximizing safety. For this reason a minimum 10 ft trail width is recommended, areas with continued and intense use may be as wide as 16 ft. In addition, pavement on grade will typically contain a minimum 2 ft grass shoulder.

This shoulder area increases comfortability for users when the trail is adjacent to steep slopes, acts as a recovery zone for bicycle users, and serves as an informal pull-off area for users needing to take a break or yield to other individuals.



BOARDWALK

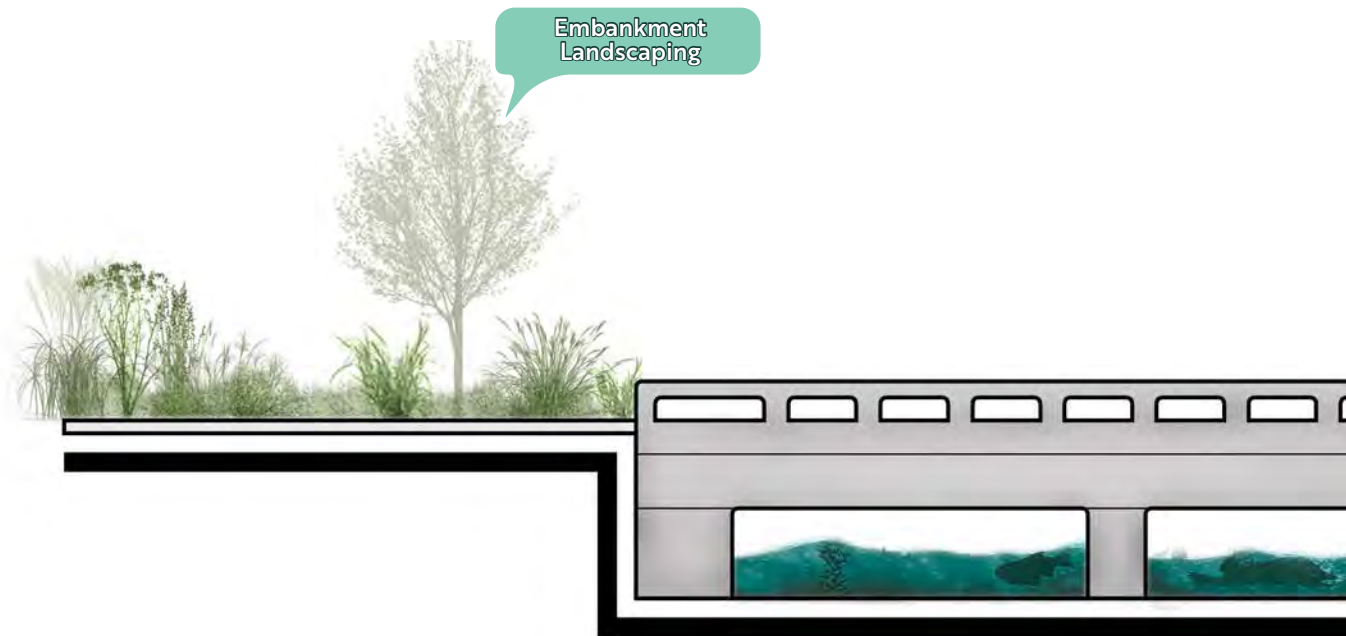
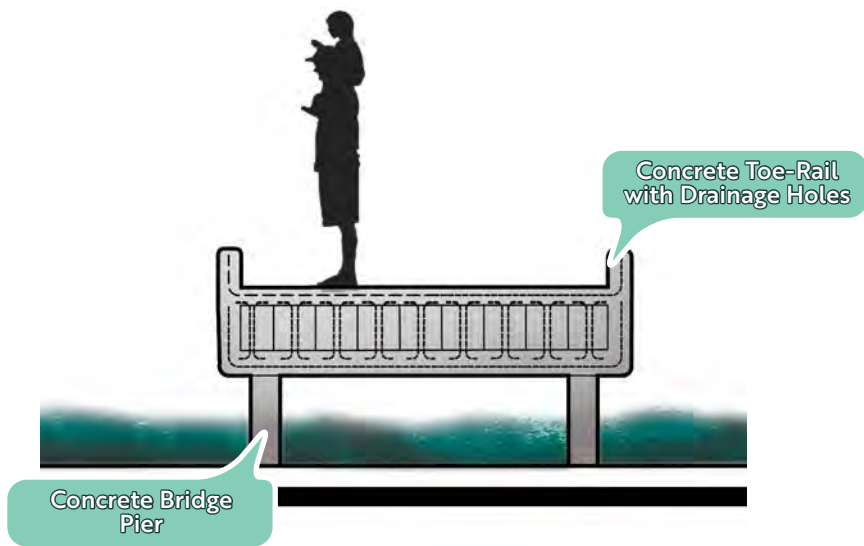
A minimum 10 ft clear width elevated boardwalk is recommended in areas where the trail crosses wetlands or in areas of steep cross slope topography to limit grading and need for retaining walls. Boardwalks can also help preserve mature trees. The deck surface should be concrete which provides greater friction to reduce the risks of slips and falls and reduces long-term maintenance burdens compared to those associated with other materials such as timber.



A minimum 10 ft clear width elevated boardwalk is recommended in areas where the trail crosses wetlands or in areas of steep cross slope topography to limit grading and need for retaining walls. Boardwalks can also help preserve mature trees. The deck surface should be concrete which provides greater friction to reduce the risks of slips and falls and reduces long-term maintenance burdens compared to those associated with other materials such as timber.

Timber safety rails and hand rails are shown with a timber pile substructure system. Boardwalk substructure design and materials will vary depending upon specific site conditions and geotechnical recommendations.

In addition, boardwalks serve as elevated viewing platforms. The flexibility with this element allows for placemaking zones to be integrated into the trail system. For instance, by strategically widening at particular areas, boardwalks can accommodate seating areas, overlooks and other zones for people to stop or gather.



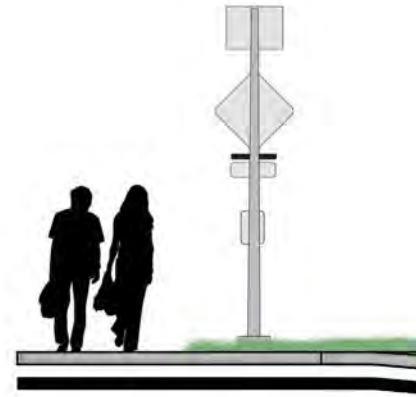
LOW WATER CROSSING

Low water crossings offer an opportunity to cross a stream with minimal environmental impact. A low water crossing is designed at the same grade of the greenway to allow normal stream flow underneath and be over-topped during seasonal flooding events. To withstand flooding impacts and prolong the useful life of the bridge, low water crossings are typically designed of concrete. The crossing is most often placed above both the waterway and the 100-year floodplain and typically does not include railings but may feature a raised or stained edge or a small toe-rail to provide a visual warning. The crossing may also be wider than the standard trail width. Narrow grooves or channels may be cut into the concrete to allow water flow through the bridge and to improve drainage.



MID-BLOCK CROSSING WITH RAPID RECTANGULAR FLASHING BEACON

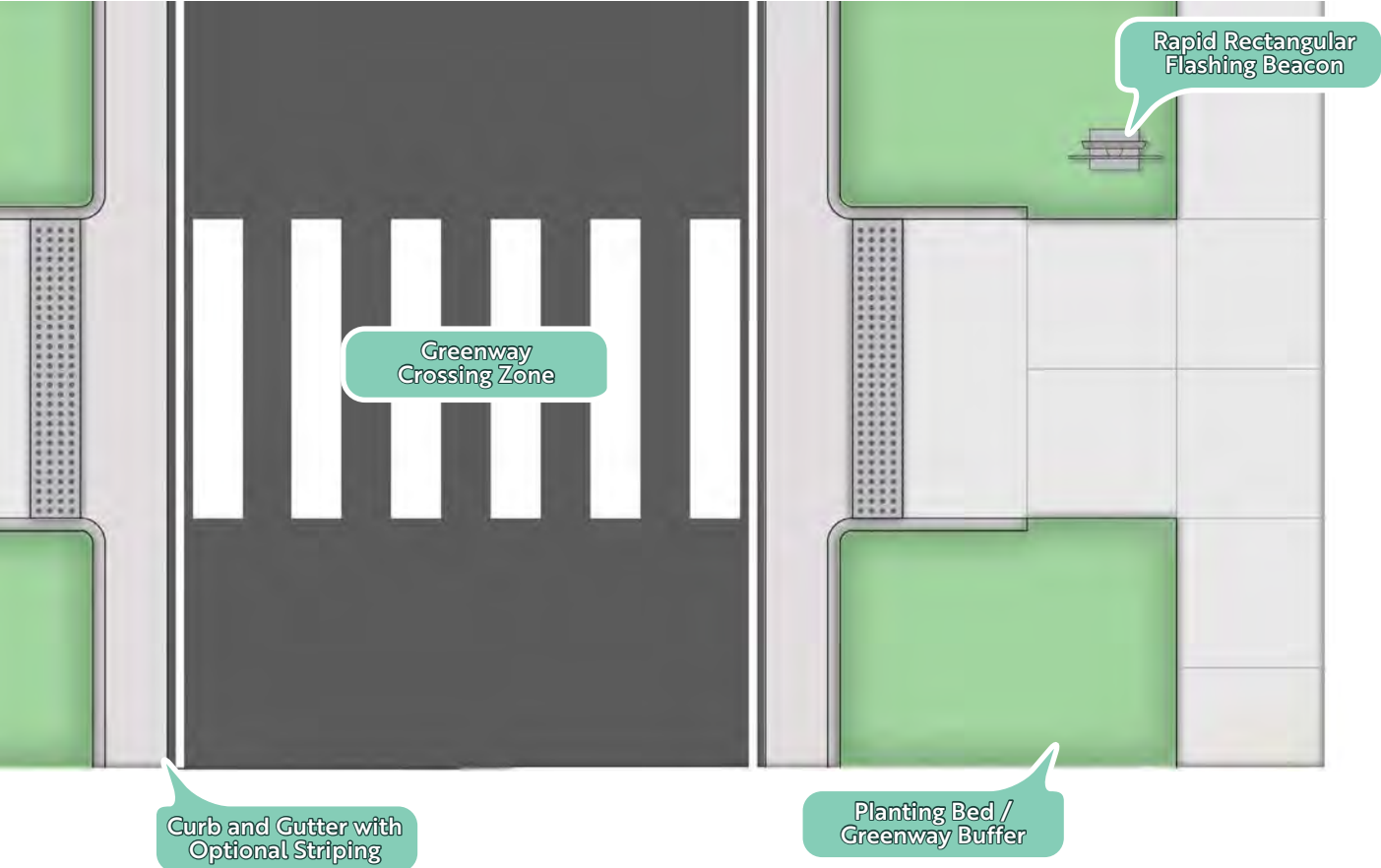
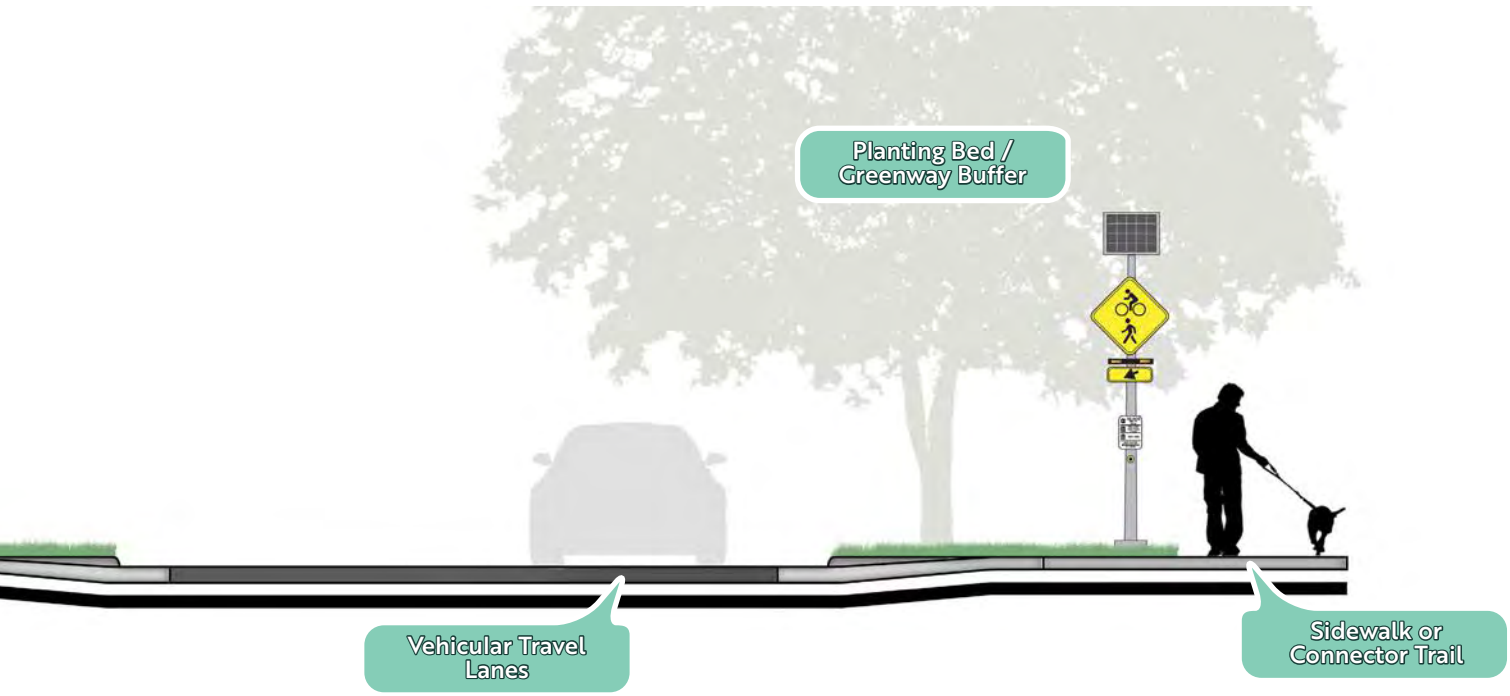
A mid-block crosswalk is a designated place for pedestrians and greenway users to cross a road between intersections. Mid-block crosswalks are often placed in locations that allow people to cross at locations such as schools, parks, and business districts, or at uncontrolled intersections. High-visibility crosswalk markings, such as bar pairs, continental, and ladder striping are recommended to alert motorists of bicycle and pedestrian crossing points across roadways. Inlay or thermoplastic tape is also recommended for highly reflective crosswalk markings. High-visibility mid-block crosswalks should be accompanied by Manual on Uniform Traffic Control Devices (MUTCD) pedestrian warning and advance yield signs W11-2, W16-7P, and R1-6 to alert motorists of a crossing.



A Rectangular Rapid Flash Beacon (RRFB) is a pedestrian-activated signal used in combination with pedestrian or trail crossing warning signage to improve safety at uncontrolled, marked crosswalks. The device includes two rectangular-shaped yellow indicators, each with an LED-array-based light source, that flash with high frequency when activated. RRFBs should be accompanied by MUTCD pedestrian warning and advance yield signs W11-2 and W16-7P to alert motorists of a crosswalk.

RRFBs are placed on both ends of a crosswalk. If the crosswalk contains a pedestrian refuge island or other type of median, an RRFB should be placed to the right of the crosswalk and on the median (instead of the left side of the crosswalk). RRFBs typically draw power from standalone solar panel units but may also be wired to a traditional power source.

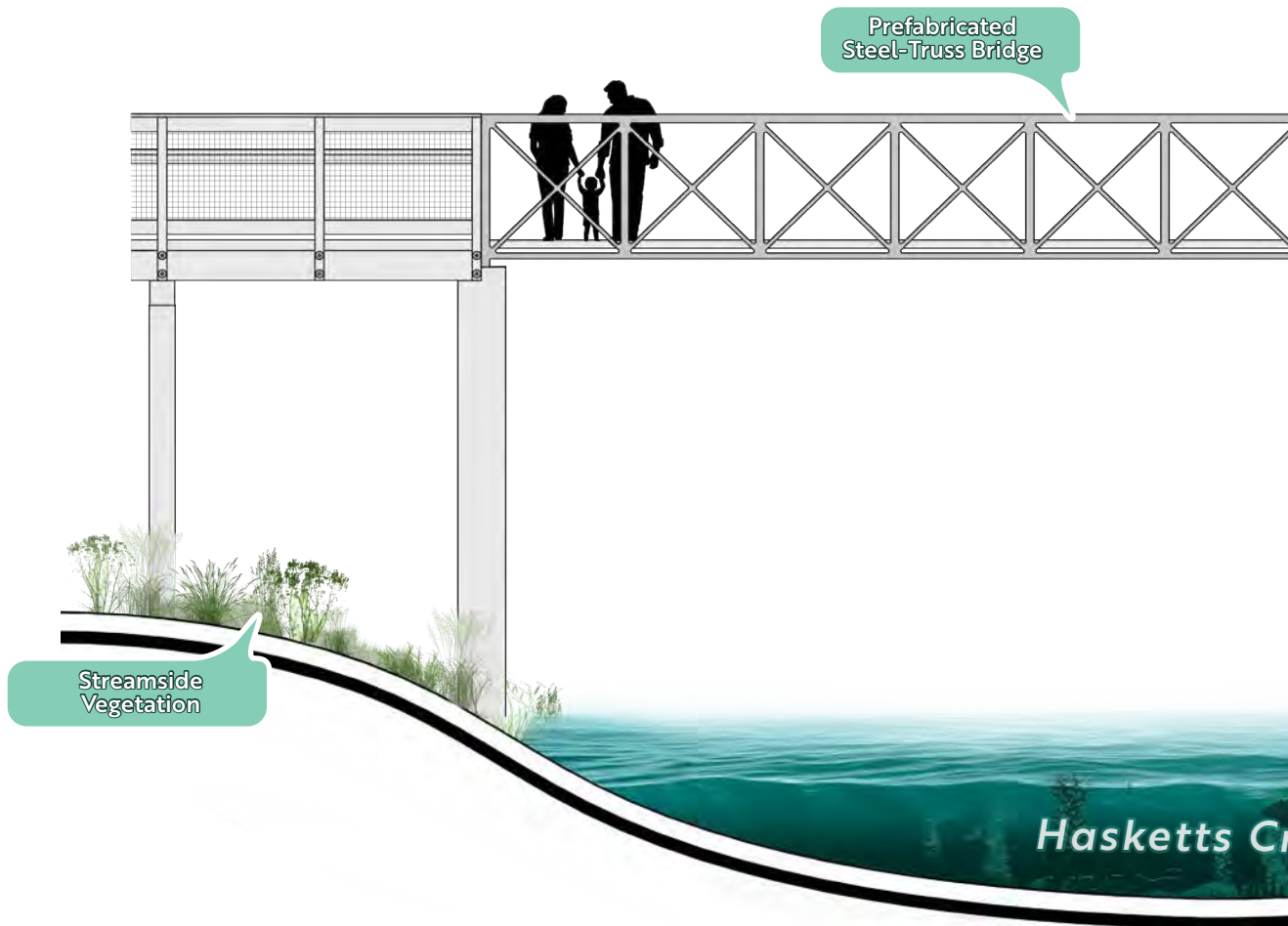




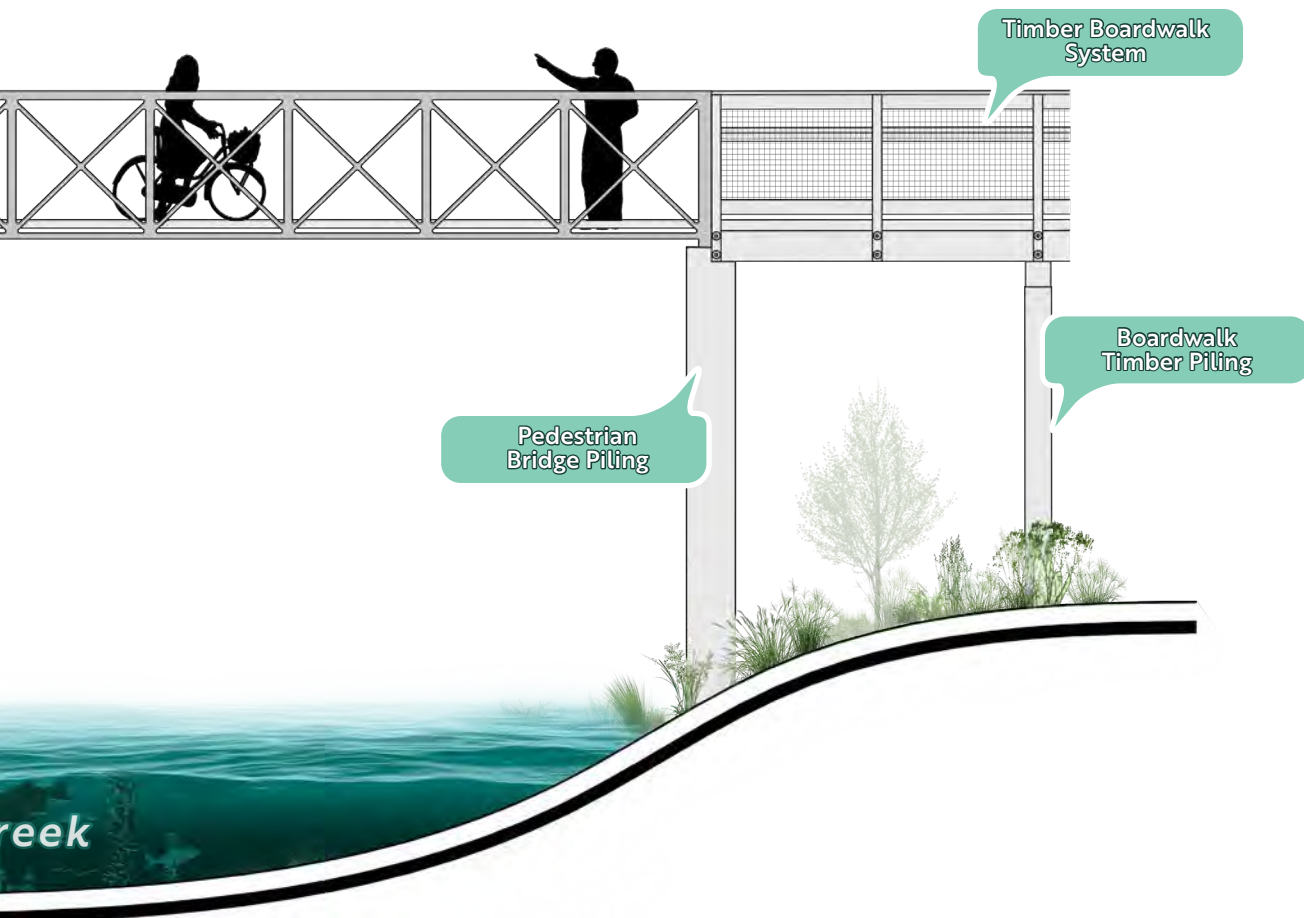
ELEVATED PEDESTRIAN BRIDGE

The pedestrian bridge span used for this feasibility study consisted of the general design elements shown in the cross section below. Please note that this drawing is for reference only and is not to scale. Specifics regarding the bridge crossing are subject to change pending detailed design/implementation.

A minimum 10 ft clear width bridge is recommended. Prefabricated steel truss bridges are a common, cost-effective bridge type in this application and are the recommended bridge type for this typical section. Corten / weathering steel is a finish which should be considered for its ability to blend well with natural surroundings and its minimal maintenance requirements as compared to those for painted finishes.



The deck surface should be concrete which provides greater friction to reduce the risks of slips and falls and reduces long-term maintenance burdens compared to those associated with other materials such as timber. Bridge substructure design and materials may vary depending upon bridge design type, specific site conditions, and geotechnical recommendations



The background is a photograph of a dirt path winding through a lush green forest. The path is dappled with sunlight and shadows. Overlaid on the image are several blue geometric shapes: a large 'X' shape formed by two intersecting diagonal lines, and several semi-transparent white triangles pointing towards the center. The text 'Chapter 5' is underlined and 'IMPLEMENTATION' is in all caps below it.

Chapter 5
IMPLEMENTATION

Implementation

OVERVIEW

Recommendations outlined in the Asheboro Greenway feasibility study represent a significant investment in a recreational based amenity that will positively impact how both residents and visitors travel and experience Haskett's Creek and the beginnings of the Asheboro Greenway system. A key output of this study are the project cut sheets and cost estimates, which are essential to establishing project implementation scenarios.

Successful implementation will require a coordinated, consistent effort with a wide range of partners. Some of the key agencies and partners include Asheboro City Council, NC State Parks, NCDOT, Randolph County, the Piedmont Triad RPO, private partners, local advocacy organizations, and community members.

STRATEGY

Destination Based Phasing

One of the ways this corridor can be implemented is through the prioritization of greenway segments through destination based phasing. Greenway segments that connect to destinations with existing amenities, of which provide users parking such as the Asheboro Park, can serve as low hanging fruit to establish a well-used and highly accessible starting point for the greenway corridor.

Corridor Phasing

The corridor main line could also be prioritized as the primary implementation focus. Once established, connections to destinations such as the Asheboro Park and Ride, and the Asheboro School system can be coordinated with stakeholders and implemented at a later date.

Funding Availability

Establishing the trail alignment through funding availability may be the most critical aspect when considering an implementation strategy. Funds can be appropriated through capital improvement requests, grant applications with funding matches, as well as other means, to establish a strategy towards achieving a built system.

Private Development Coordination

Development can also aid in establishing key pieces of greenway corridors which run through privately held land. Coordination on these segments between private and public interests can and should be leveraged for the good of the greenway system, and often certain costs such as shared permitting and construction access can be split amongst parties.

PROJECT COST ESTIMATE DESCRIPTION

In addition to understanding if a project is feasible from a technical perspective, understanding project cost is an equally important component to any feasibility study. Having this information enables communities to make informed decisions about whether or not to proceed with the project and may influence funding strategies. There are several types of costs to consider when establishing a project budget including, but not limited to, the following:

Baseline Construction Cost

Baseline construction costs for the current year of 2024 were generated using quantity takeoffs and calculations based on the preliminary design concepts.

Survey / Design Services

Costs were estimated for survey and design services based on project size, design elements, anticipated permitting required, and other activities related to funding source requirements.

Escalated Construction Costs

To account for inflation, the baseline costs were projected into the future to a fiscal year of probable construction.

Project Contingency

An overall project contingency of 5% of the estimated construction cost is added to help account for unknowns that may require additional funding to address.

Construction Engineering & Inspection Services (CEI)

A requirement for many state and federal funding sources, CEI services typically range from 9% to 12% of the estimated construction cost.

IMPLEMENTATION PHASING

This study recommends implementing alternative B in phases, starting with Phase One, the segment connecting North Asheboro Park to W. Bailey Street. Phase Two could be implemented at a later date.

RECOMMENDED ROUTE CUT SHEET

Cut sheet for the recommended route are based on the four prioritized implementation phases proposed in this study. The cut sheet provided here includes descriptive project information (i.e., project length, roadway crossings, and trail connections), potential ROW impacts, and planning level cost estimates for recommended **Alignment Alternative B**.

PROJECT SNAPSHOT

Location:

Haskett’s Creek, between Vision Drive and W. Central Ave.

Jurisdictions:

City of Asheboro, Randolph County

Facility Type(s):

Shared Use Path, Low Water Concrete Bridge, Boardwalk, Buffered Shared Use Path, At-Grade Signalized Pedestrian Crossing

Main Alignment Total Length:

1.45 miles

Structures:

Two, +/-70’ low water bridge crossings over Haskett’s Creek

At-Grade Road Crossings:

One, Rapid Rectangular Flashing Beacon

Trail Connections:

North Asheboro Park
 Asheboro Park and Ride
 Asheboro Schools
 Randolph Hospice

POTENTIAL REAL ESTATE ACQUISITION

Permanent Easement Required for Main Alignment : 9 Privately Owned Parcels

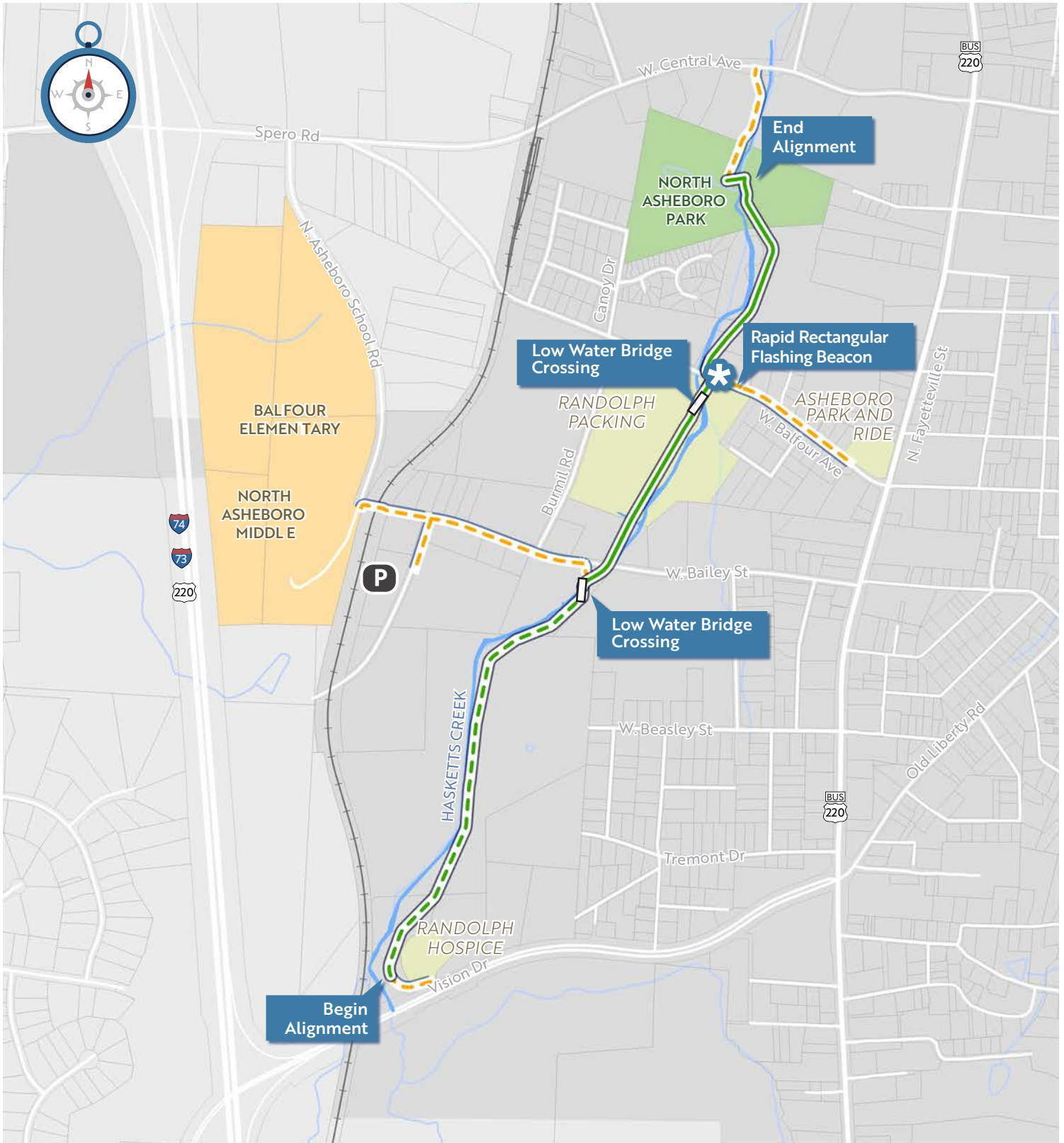
PERMITTING REQUIREMENTS

NCDOT Temporary Driveway
 NCDOT Easement and Trail Agreement
 NCDOT Pedestrian Signal Agreement
 NCDEQ Erosion Control
 Railroad Easement Agreement
 FEMA 401/404

Main Alignment Estimated Construction Cost		
	2024 Baseline	2030 Build Year
Construction Cost	\$2,095,000	\$3,380,000
CEI Services		\$340,000
Survey/Design Services Cost		\$200,000
Permanent Easement Cost		\$45,000
Total Budget Estimate		\$3,965,000

* Costs associated with real estate acquisition to be determined during design process and are not included in this estimate.

**Detailed cost information is located in Appendix.



NORTH ASHEBORO GREENWAY FEASIBILITY STUDY ALIGNMENT ALT. B

LEGEND

Existing Conditions

- +— Railroad
- Roadway
- School
- Park/Conserved Land
- Water
- Asheboro City Limits
- Randolph County
- Parcel of Interest

Greenway Alternatives (Color Varies)

- Implemented Phase One
- Future Phase Two
- Future Connector Phase
- Ⓟ Potential Trailhead
- ▭ Pedestrian Bridge
- ⊕ Pedestrian Signal

0' 1,000' 2,000'

Implementation Partners

Achieving success in the development of the North Asheboro Greenway relies on collaboration with community partners and stakeholders at the local, regional, and state levels. Implementation will require both individual and coordinated efforts by all project stakeholders. The following partners were identified:

- Municipal Partners
 - » City of Asheboro
 - City Council
 - Planning Board
 - City Departments
- County + Regional Partners:
 - » Randolph County
 - » Piedmont Triad Regional Planning Organization (RPO)
 - » Transit Agencies
- State Partners
 - » NCDOT Division 8
 - » NCDOT Integrated Mobility Division (IMD)
 - » NCDOT Rail Division
- Community Partners:
 - » Piedmont Legacy Trails
 - » Norfolk Southern
 - » Local Businesses
 - » Landowners
 - » Developers
 - » Randolph County Tourism Development Authority
 - » Asheboro/Randolph Chamber



Partner Roles

Key roles in the implementation of this plan are outlined on the following pages.

MUNICIPAL PARTNERS

CITY OF ASHEBORO

The City of Asheboro, as the lead planning agency, has a critical role in the implementation of the North Asheboro Greenway. Partners at the municipal level include the Asheboro City Council, Planning Board, and City departments.

CITY COUNCIL

The Asheboro City Council, which includes the Mayor, establishes policies, which are implemented and administered by City departments. The City Council holds ultimate responsibility for adopting this plan, establishing recommended policies, and supporting the necessary action steps for plan implementation. The City Council has a broader legislative role and can accept, reject, or modify the recommendations of the Planning Board. By adopting the Plan, the City Council expresses their commitment to expanding bicycle and pedestrian infrastructure and programs in Asheboro, as well as their intent to support the efforts of other key partners, including City departments and NCDOT.

PLANNING BOARD

Members of the City of Asheboro Planning Board are appointed, and they may have expertise in transportation, land use planning, architecture, engineering, or other related fields. Their role is to provide technical advice and recommendations on land use and development issues. The Planning Board is also responsible for laying the groundwork for recommended policies and providing essential support for the action steps necessary to bring the plan's recommendations to life. They also express their intent to support the efforts of other key partners, such as City departments and NCDOT.

CITY DEPARTMENTS

Various municipal departments in Asheboro take the lead or provide support for the development of active transportation projects. When leading a project, municipal staff assume the central role of coordinating project development, engaging the community, shaping policies, devising funding strategies, and overseeing maintenance.

City departments involved in the implementation of the North Asheboro Greenway include the Planning and Zoning, Cultural and Recreation Services, Engineering, Police, Public Works, Street Maintenance, and Water Resources departments. The Planning and Zoning Department oversees zoning, development services, and long-range planning. The Cultural and Recreation Services Department manages the planning, design, and maintenance of both existing and future parks, while also providing recreation services and programs. The Engineering Department provides technical assistance and services to City departments, manages utility easements, and advances public works projects. The Asheboro Police Department is responsible for enforcing laws and maintaining public safety within the City of Asheboro, and collaborating with other state and regional law enforcement agencies. The Public Works Department is responsible for the maintenance and repair of City-owned buildings, water and sewer systems, and grounds. The Street Maintenance Department is responsible for repairing and cleaning City streets and sidewalks. Finally, the Water Resources Department is responsible for ensuring clean drinking water and treating wastewater before it is discharged into Hasketts Creek.

As the project leader, the City of Asheboro has numerous key responsibilities for development and implementation of the North Asheboro Greenway. These include:

- Lead development of the North Asheboro Greenway through land and easement acquisition, design, construction, and maintenance.
- Coordinate with NCDOT, Randolph County, Piedmont Triad RPO, and private sector partners on funding opportunities and project phasing.
- Coordinate with NCDOT on STIP project development to incorporate viable greenway segments into roadway improvements.
- Amend local plans to incorporate feasibility study recommendations and final recommended route alternative.
- Develop a plan for law enforcement and emergency response activities on the greenway, including regular patrols and necessary equipment and training.

COUNTY + REGIONAL PARTNERS

RANDOLPH COUNTY

Randolph County regulates zoning and development within unincorporated areas of the County, develops long-range plans for transportation and land use, and coordinates with municipalities and state agencies on the implementation of parks, recreation, and transportation projects. The Randolph County Sheriff's Office is responsible for law enforcement in unincorporated areas of the County and works with municipal and state law enforcement agencies to maintain public safety and reduce crime. While the proposed North Asheboro Greenway lies within the jurisdiction of the City of Asheboro, Randolph County can support the project by adopting a resolution of support and considering potential connections to the greenway in future transportation and park planning efforts. Key roles of Randolph County as a project partner may include:

- Adopt a Resolution of Support for the North Asheboro Greenway Feasibility Study and amend local plans to incorporate study recommendations.
- Coordinate with the City of Asheboro and neighboring municipalities on developing connections across jurisdictional boundaries.

PIEDMONT TRIAD REGIONAL PLANNING ORGANIZATION

The Piedmont Triad Regional Planning Organization (RPO), in cooperation with NCDOT, develops long-range local and regional multi-modal transportation plans, provides a forum for public participation in the transportation planning process, and provides transportation-related information to local governments and other interested organizations and persons. The RPO also ranks and prioritizes projects submitted to the Strategic Transportation Prioritization (SPOT), which is the methodology NCDOT uses to develop the State Transportation Improvement Program (STIP). As supporting partners of this planning effort in the region, Piedmont Triad RPO is responsible for the following roles in project implementation:

- Coordinate with NCDOT to incorporate study recommendations into the City of Asheboro CTP and other local plans.
- Assist the City of Asheboro in facilitating project development and coordination between jurisdictions and non-profit partners along the North Asheboro Greenway corridor.
- Coordinate with NCDOT on STIP project development to incorporate viable greenway segments into roadway improvements.

TRANSIT AGENCIES

Transit service is provided in the study area by Piedmont Authority for Regional Transportation (PART), which runs Route 10, the Randolph County Express. This route connects the North Carolina Zoo to Downtown Greensboro, and includes a stop at a park-and-ride lot at N Fayetteville St and W Balfour Ave. Additionally, a local bus loop service is proposed on N Fayetteville St by the Regional Coordinated Area Transportation System (RCATS). Transit agencies with service in the project area can support the project by locating stops close to greenway connections and permitting bicycles on board. Key roles of PART and RCATS as project partners may include:

- Coordinate with the City of Asheboro, NCDOT, and other partners on developing a sidepath connection from the PART park-and-ride lot to the North Asheboro Greenway.
- Ensure that all existing and future transit vehicles are equipped with bike racks to accommodate bicycles on board.

STATE PARTNERS

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT)

NCDOT allocates federal and state funding and establishes policies for transportation improvements in communities across North Carolina. Every two years, NCDOT develops the STIP, which identifies projects that will receive funding during a 10-year period. NCDOT policies, such as Complete Streets provide guidance and oversight for permitting and implementing active transportation projects. The Complete Streets Policy, adopted in August 2019, requires NCDOT to consider and incorporate multimodal facilities in the design and improvement of the state's transportation projects. According to the Complete Streets Policy, if an active transportation facility is included in an adopted local plan, the municipality will not be held responsible for the cost.

As the lead state agency responsible for allocating funding, policy guidance, administering the Complete Streets Policy, and approving activities along NCDOT-maintained roadway corridors, NCDOT plays a critical role in the implementation of the North Asheboro Greenway. NCDOT divisions actively engaged in project development include Division 8, the Integrated Mobility Division (IMD), and the Rail Division. In addition, NCDOT IMD may be influential in helping Asheboro City Schools administer a Safe Routes to School Program to develop encouragement and safety programs for students walking and biking to school.

The North Asheboro Greenway largely follows the Hasketts Creek corridor, but crosses NCDOT-maintained roadways including W Balfour Ave and W Bailey St. In the current (as of this writing) 2024-2033 STIP there are no projects programmed on roadways that cross the greenway corridor, but roadway widening is proposed on N Fayetteville St in STIP projects W-5708L and R-5956A. NCDOT should continue to coordinate with the City of Asheboro, Asheboro City Schools, Randolph County, Piedmont Triad RPO, and other local stakeholders on project design and implementation to ensure roadway projects in the study area provide safe multimodal accommodations and connections to existing and planned active transportation facilities.

Coordination between partners and property owners along the corridor will also be crucial in securing land for the greenway. Infrastructure recommendations along NCDOT-maintained roadways require review and approval by NCDOT Division 8 prior to implementation. IMD may also play a role as it works with other business units of the NCDOT as well as local municipalities to develop and design active transportation projects, and the Rail Division is a partner in ensuring safety and efficient operations of railroad corridors and crossings. Specific roles of NCDOT as a project partner may include.

- Provide technical assistance to municipal, county, and regional partners on Complete Streets Policy, STI, and other state funding opportunities.
- Coordinate with City of Asheboro on any required encroachment agreements and Control of Access approval to construct trail segments within NCDOT ROW.

- Provide guidance and technical assistance on shared use path design.

COMMUNITY PARTNERS

PIEDMONT LEGACY TRAILS

Piedmont Legacy Trails is a trails collective that works to advance the vision of a regional greenway and trail network across the 12-county Piedmont Triad region, including Randolph County, the first county to sign a resolution of support for Piedmont Legacy Trails. Their responsibilities include collaborating with representatives from jurisdictions across the region to support trail planning and maintenance efforts, coordinating branding and marketing, and elevating the Piedmont Triad region as a trails destination. Key responsibilities of Piedmont Legacy Trails and other non-profit partners may include:

- Coordinate with the City of Asheboro, Randolph County, and regional agencies on developing funding opportunities, project phasing, and building public support for the North Asheboro Greenway.
- Provide guidance and technical assistance on trail design standards.

NORFOLK SOUTHERN

Norfolk Southern is the owner of the railroad tracks and the corresponding right-of-way that parallel the North Asheboro Greenway corridor, serving as a vital freight transportation link for industrial users in Asheboro. The railroad assumes a role in fostering secure mobility throughout its infrastructure in the City. To uphold a commitment to safety, Norfolk Southern upkeeps crossing systems, ensuring efficient operations and the ability of the community to cross its tracks to reach destinations including North Asheboro Middle School and Balfour Elementary School. Furthermore, Norfolk Southern is a crucial partner in the development of secure railroad crossings that accommodate bicyclists and pedestrians. Partner roles of Norfolk Southern include:

- Coordinate with the City of Asheboro, Asheboro City Schools, NCDOT, and other project partners on potential impacts of nearby greenway development on railroad infrastructure, and potential future greenway connections across the railroad tracks at W Bailey St.
- Provide guidance and technical assistance on railroad crossing design standards.

LOCAL BUSINESSES

Local businesses near the North Asheboro Greenway may serve as key destinations and potential generators of bicycle and pedestrian travel along the corridor. As a result, they may have the resource capacity to advance phases of the greenway project and make the case for increased investment in active transportation infrastructure within the region. Local businesses can also offer incentives for employees and customers to use the greenway through commuter or customer benefits programs.

- Coordinate with the City of Asheboro, NCDOT, and other partners along the project corridor to develop planned greenway segments and connector trails.
- Promote greenway development and usage within the community and advocate for trail connections.

LANDOWNERS

Landowners play a key role in the development of the North Asheboro Greenway where it crosses privately-owned land. Supportive landowners adjacent to the project corridor may be asked to consider providing or selling an easement to permit construction of the greenway.

- Coordinate with the City of Asheboro, NCDOT, and other partners along the project corridor to provide easements or property for planned greenway segments and connector trails.
- Coordinate with the City of Asheboro, NCDOT, and other partners along the project corridor to identify, design, and implement access control measures.

DEVELOPERS

Private developers can have a significant impact on the development of bicycle and pedestrian facilities within a community. They are often required by municipal ordinances such as the Subdivision Ordinance to construct planned sidewalks, sidepaths, greenways, and on-street bicycle facilities within the municipal limits. It is essential for City planning staff to collaborate with developers, offering guidance on requirements and processes, as well as the design standards for both bicycle and pedestrian facilities. Developers should be prepared to include these facilities or provide easements in future projects, which will contribute to the expansion of Asheboro's active transportation network. Key roles of developers include the following:

- Coordinate with the City of Asheboro, NCDOT, and other partners along the project corridor to develop planned greenway segments and connector trails as a part of new residential or commercial developments.

RANDOLPH COUNTY TOURISM DEVELOPMENT AUTHORITY

The Randolph County Tourism Development Authority (TDA), also known as the Heart of North Carolina Visitors Bureau and Visit the Heart of NC, works to promote tourism and economic growth within Randolph County. The TDA operates visitor centers on Interstates 73/74 in Seagrove. Key roles of the TDA include the following:

- The Randolph County TDA should partner with City staff to explore economic development and tourism opportunities along the North Asheboro Greenway.

ASHEBORO/RANDOLPH CHAMBER

The Asheboro/Randolph Chamber works to promote economic growth and quality of life within Asheboro and Randolph County. The Chamber is headquartered in Downtown Asheboro and advocates for infrastructure development, community health and wellbeing, and tourism and recreation. Key roles of the Chamber include the following:

- The Asheboro/Randolph Chamber should partner with City staff to explore economic development and tourism opportunities along the North Asheboro Greenway.

Action Plan

The following table provides a summary of action steps for the City of Asheboro and project partners to implement the North Asheboro Greenway over a 10-year planning horizon. Estimated timeframe durations for the steps are categorized into short-term, medium-term, long-term, and ongoing steps. These categories are described below.

TIME FRAME	EXPLANATION
Short-Term	The action item could be initiated in the near future within 2-4 years.
Medium-Term	The action item could be initiated within the next 4-8 years.
Long-Term	The action item could be initiated within the next 8+ years.
Ongoing	The action item does not have an end date. It may be currently under progress and will continue to be implemented.

TASK #	ACTION	LEAD	PARTNERS	TIME FRAME
1	Adopt the <i>North Asheboro Greenway Feasibility Study</i> . This action allows the study to become an official planning document and demonstrates an intent to support project implementation.	City of Asheboro City Council	Piedmont Triad RPO, Randolph County, NCDOT IMD, NCDOT Division 8	Short-Term
2	Update the Asheboro Comprehensive Transportation Plan (CTP) to include study recommendations and the preferred alignment for the North Asheboro Greenway.	NCDOT Transportation Planning Division, City of Asheboro, Piedmont Triad RPO	NCDOT IMD, NCDOT Division 8, Randolph County	Short-Term
3	Adopt a resolution of support for the North Asheboro Greenway.	Randolph County Board of Commissioners, Piedmont Legacy Trails	City of Asheboro, Local community groups and advocacy organizations	Short-Term
4	Coordinate with City of Asheboro Cultural and Recreation Services and park users on the design of the greenway through North Asheboro Park to connect to existing walking paths and minimize impacts to the disc golf course.	City of Asheboro	Randolph County, Local community groups and advocacy organizations	Short-Term
5	Coordinate with NCDOT Division 8 on the design of the project corridor. Design plans should be guided by the recommendations developed through this study.	City of Asheboro, NCDOT Division 8	NCDOT IMD, Randolph County, Piedmont Triad RPO	Short-Term

TASK #	ACTION	LEAD	PARTNERS	TIME FRAME
6	Coordinate with PART and RCATS on a sidepath connection to the park-and-ride lot at W Balfour Ave to support multimodal travel on existing and planned bus service.	City of Asheboro, PART, RCATS	NCDOT IMD, NCDOT Division 8, Randolph County, Piedmont Triad RPO	Short-Term
7	Develop a grant procurement and fundraising plan using cost estimates developed through this study to identify steps in securing funding for project segments. Funding opportunities include grants from state and federal partners and private foundations; establishing a fundraising program; local sources including capital improvement programs, bonds, and developer-built trails.	City of Asheboro	Randolph County, NCDOT IMD, NCDOT Division 8, Piedmont Triad RPO	Short-Term
8	Develop a community engagement plan to guide project development of the North Asheboro Greenway.	City of Asheboro	Randolph County, NCDOT IMD, NCDOT Division 8, Piedmont Triad RPO	Short-Term
9	Develop a plan for law enforcement agencies and emergency response activities on the greenway, including access points, regular patrols, and necessary equipment and training.	City of Asheboro, Randolph County	NCDOT IMD, NCDOT Division 8, Local community groups and advocacy organizations	Short-Term
10	Develop a branding and wayfinding plan for the North Asheboro Greenway.	City of Asheboro	Randolph County, NCDOT IMD, NCDOT Division 8, Piedmont Legacy Trails	Short- to Medium-Term
11	Coordinate with PART and RCATS on existing and planned bus service to ensure transit accessibility to greenway users by installing bicycle racks on transit vehicles.	City of Asheboro, PART, RCATS	NCDOT IMD, NCDOT Division 8, Randolph County, Piedmont Triad RPO	Short- to Medium-Term
12	Consider future modifications to land development and subdivision ordinances to require dedication of easements for or construction of planned greenways and other bicycle and pedestrian facilities and connections.	City of Asheboro	NCDOT Division 8, NCDOT IMD, Randolph County	Medium- to Long-Term

TASK #	ACTION	LEAD	PARTNERS	TIME FRAME
13	Coordinate with Asheboro City Schools and NCDOT on potential future school connections to the North Asheboro Greenway from North Asheboro Middle School, Balfour Elementary School, and Early Childhood Development Center.	City of Asheboro	NCDOT IMD, NCDOT Division 8, NCDOT Rail Division, Randolph County, Norfolk Southern	Medium- to Long-Term
14	Develop a formalized Maintenance Plan for the North Asheboro Greenway that outlines maintenance roles and responsibilities. Annual budgets should also set aside funding for maintenance activities.	City of Asheboro	Randolph County, NCDOT IMD, NCDOT Division 8	Medium- to Long-Term
15	Coordinate with NCDOT and Piedmont Triad RPO on prioritizing the North Asheboro Greenway corridor to submit through the NCDOT SPOT submittal process.	City of Asheboro, NCDOT IMD, NCDOT Division 8, Piedmont Triad RPO,	Randolph County	Ongoing
16	Coordinate with NCDOT Division 8 on future STIP projects proposed along or across the project corridor to ensure that the greenway may be developed through future roadway improvement projects.	City of Asheboro, Piedmont Triad RPO, NCDOT Division 8, NCDOT IMD	Randolph County	Ongoing
17	Develop a landowner outreach program to coordinate with developers and landowners as development opportunities arise along the project corridor. The program should include strategies for acquiring easements from willing landowners and working with developers to coordinate access to the trail and/or build planned segments that may be constructed outside of NCDOT ROW.	City of Asheboro	NCDOT IMD, NCDOT Division 8, Randolph County, Piedmont Triad RPO	Ongoing
18	Coordinate with developers to construct or dedicate easements for planned greenways and other bicycle and pedestrian facilities during the rezoning process.	City of Asheboro	NCDOT Division 8, NCDOT IMD, Randolph County	Ongoing
15	Coordinate with community groups and advocacy organizations to strengthen regional support for the North Asheboro Greenway.	City of Asheboro	Randolph County, Piedmont Legacy Trails, Local community groups and advocacy organizations	Ongoing

TASK #	ACTION	LEAD	PARTNERS	TIME FRAME
19	Coordinate with the Randolph County Tourism Development Authority and Asheboro/Randolph Chamber to explore tourism and economic development opportunities along the North Asheboro Greenway.	City of Asheboro	Asheboro/Randolph Chamber, Randolph County Tourism Development Authority, Randolph County, Piedmont Triad RPO	Ongoing

Funding Resources

The Bipartisan Infrastructure Law (BIL) authorized \$1.2 trillion for transportation and infrastructure spending, with \$550 billion of that figure going toward new investments and programs, while the Inflation Reduction Act (IRA) provides \$700 billion in incentives, grants, and loans to support new infrastructure investments in the areas of clean energy, transportation, and the environment. These historic investments in infrastructure provide new and expanded opportunities for the planning, design, and construction of the North Asheboro Greenway project. There are several Federal, state, local, and private funding programs that have been instrumental in the successful development of bicycle and pedestrian networks in North Carolina communities and can be leveraged to provide the necessary funding to plan, design, and construct the North Asheboro Greenway. The City, Piedmont Triad RPO, and County may want to pursue technical assistance grants from the Rivers, Trails, and Conservation Assistance Program offered by the National Park Service. This grant in particular can be used to aid in selection of grant opportunities and preparation of applications.

FEDERAL FUNDING OPPORTUNITIES

The Federal government provides significant funding for active transportation which it distributes through Metropolitan Planning Organizations (MPOs), Rural Planning Organizations (RPOs) as well as through discretionary grant programs.

Federal funding opportunities that Asheboro can pursue to construct the North Asheboro Greenway include a Safe Streets for All (SS4A) implementation grant, the Active Transportation Infrastructure Investment Program (ATIIP), Rebuilding American Infrastructure with Sustainability and Equity (RAISE), Carbon Reduction Program, and the Recreational Trails Program.

STATE FUNDING OPPORTUNITIES

There are several state programs to support the development and construction of multi-use paths, greenways, sidewalks, bike lanes and improve crossings. NCDOT, North Carolina Department of Natural and Cultural Resources (NCDNCR), and North Carolina Department of Commerce (NCDOC) are the primary state agencies that fund bicycle and pedestrian planning, infrastructure, and programs. The North Carolina Department of Health and Human Services (DHHS), North Carolina Department of Environmental Quality (NCDEQ), and the North Carolina Department of Agriculture administer discretionary grant programs focusing on public health and community development, when funding is available.

State funding opportunities that Asheboro can pursue to construct the North Asheboro Greenway include the Great Trails Program Fund and Parks and Recreation Trust Fund (PARTF). The City can work with the RPO to submit the North Asheboro Greenway project for state funding through the NCDOT Strategic Transportation Prioritization (SPOT) process in a future submittal period.

LOCAL FUNDING OPPORTUNITIES

While Federal and even state funding can support high-cost projects, local funding is often ideal for supporting the delivery of specific components of greenway projects or as a match for Federal funding programs. Municipalities often plan for funding of bicycle and pedestrian facilities through their Capital Improvement Program (CIP). Local funding is often necessary to supplement Federal and state funding.

There are a few local funding and implementation opportunities that the Asheboro can pursue, including Capital Improvement Program (CIP) funds, municipal bonds, and developer-built trails.

Developing Public/Private Partnerships with employers and other private entities could also help advance the project.

Please see **Appendix A** for a comprehensive list of funding opportunities.

FEDERAL FUNDING PRIORITIES

To compete for discretionary grant programs, it is important to align with the priorities and goals of the awarding agency. The North Asheboro Greenway involves various elements that enhance its competitiveness for discretionary funding and align with the merit and evaluation criteria for funding programs outlined in this memorandum.

EQUITY

USDOT discretionary grant programs under the current administration aim to reduce transportation-related disparities and adverse community and health impacts. The Justice40 initiative embodies this commitment to equity. Justice40 mandates that 40% of the overall benefits of certain Federal investments, including clean transportation, flow to disadvantaged communities that are marginalized, underserved, or overburdened by pollution. Several funding programs have less stringent or no match requirements for projects located in disadvantaged communities. The North Asheboro Greenway aligns with this priority by serving census tracts that have higher than median Transportation Disadvantage Index (TDI) scores and provide connectivity for tracts identified as disadvantaged by the Climate and Economic Justice Screening Tool (CEJST).

SAFETY

One of USDOT's strategic goals for FY 22 to FY 26 is to make the transportation system safer for all people and advance a future without transportation-related serious injuries and fatalities. The National Roadway Safety Strategy (NRSS) outlines a comprehensive approach that communities can take to significantly reduce injuries and deaths on roadways, using a Safe System Approach that supports safer roads, safer speeds, safer people, safer vehicles, and post-crash care. The North Asheboro Greenway aligns with this priority by providing a separated facility and safe road and rail crossings to improve multimodal access to daily destinations, including North Asheboro Park, schools, and several residential communities.

SUSTAINABILITY AND RESILIENCY

Climate change presents a significant and growing risk to transportation infrastructure. USDOT is working to tackle the climate crisis by ensuring that transportation plays a significant role in the solution. This includes substantially reducing greenhouse gas emissions and transportation-related pollution and building more resilient and sustainable transportation systems to benefit and protect communities from the impacts of climate change. The North Asheboro Greenway aligns with this priority by reducing greenhouse gas emissions through increased bicycle and pedestrian travel and providing opportunities to improve water quality and improve stormwater management through the design process.

ECONOMIC COMPETITIVENESS AND OPPORTUNITY

This priority aims to grow an inclusive and sustainable economy and invest in transportation systems to provide American workers and businesses reliable and efficient access to resources, markets, and good-paying jobs. Several Federal discretionary grant programs aim to promote greater public and private investments in land-use productivity, including rural main street revitalization or locally driven density decisions that support equitable commercial and mixed-income residential development. The North Asheboro Greenway aligns with this priority by connecting industrial employment centers and residential areas, including new apartments proposed adjacent that may include affordable housing.

MOBILITY AND ACCESSIBILITY

This priority aims to improve mobility and community connectivity and address gaps in the existing network, remove physical barriers for individuals by reconnecting communities to direct, affordable transportation options; and include transportation features that increase accessibility for non-motorized travelers. Projects that improve mobility are viewed favorably for several transportation grant programs. The North Asheboro Greenway aligns with this priority by improving bicycle and pedestrian connectivity to existing transit routes and a park and ride lot, thereby enhancing first- and last-mile transit connectivity for residential neighborhoods along the corridor.

INNOVATION AND TRANSFORMATION

USDOT is investing in purpose-driven research and innovation to meet the challenges of the present and modernize a transportation system of the future that serves everyone today and in the decades to come. There are opportunities to incorporate innovative stormwater infrastructure such as green stormwater infrastructure and to use innovative construction methods such as top-down construction in environmentally sensitive areas.

POWER OF PARTNERSHIPS

One critical step in obtaining funding for the North Asheboro Greenway is building consensus and developing partnerships. Strong partnerships and broad support are a cornerstone of successful grant applications and are often invaluable to project teams for the provision of data and information that supports grant applications, sources of match funding, demonstration of broad-based community support to agencies awarding funding, and the provision of technical assistance during project development. Potential partners and supporters for the North Asheboro Greenway may include, but are not limited to:

- State agencies including NCDOT, NC Department of Natural and Cultural Resources, NC Department of Commerce, NC Wildlife Resources Commission, NC Department of Environmental Quality, and NC Department of Health and Human Services
- Piedmont Triad Regional Council
- Randolph County Tourism Development Authority
- Norfolk Southern
- BikeWalk NC
- Asheboro/Randolph Chamber of Commerce
- Randolph County Cycling Club
- Healthy Communities Randolph County
- Great Trails State Coalition
- Piedmont Legacy Trails
- Developers for new developments along the corridor

Safety

While it is important for a greenway or trail to be connected, functional, and scenic, it must be safe above all else to attract and retain users and serve its intended purpose. Personal safety, both real and perceived, heavily influences a greenway user's decision to use a facility and a community's decision to embrace a greenway. Design that encourages safety must address both perceived safety issues (i.e. feeling safe or fear of crime) and actual safety threats (i.e. infrastructure failure and criminal acts). Greenway safety can be achieved through a variety of strategies including design, equity, maintenance, enforcement, and activation.

DESIGN

Safety is a key factor influencing greenway design, with numerous design strategies available to create a facility that looks and feels both comfortable and safe. Crime Prevention Through Environmental Design (CPTED) is a multidisciplinary approach to design of public space that incorporates numerous strategies to discourage crime. Some considerations include maximizing visibility while on the trail and minimizing hidden areas, including lighting at parking areas and trailheads, maintaining a clear zone of at least 10 feet between the greenway and wooded areas, establishing a clear separation between private property and the greenway, and placing clearly marked informational and directional signage along the greenway. It is also important that access points along the trail have clear emergency exit routes and contact information.

EQUITY

Applying an equity lens to the design of greenways acknowledges the different ways people experience public space and the potential for discrimination based on many factors, including but not limited to age, race, gender, physical ability, and socioeconomic status. Intentional public engagement with disadvantaged populations can inform the design, operations, and programming of a greenway to ensure everyone feels safe and welcome, cultivating a sense of collective ownership over the space and increasing its use.

MAINTENANCE

Physical obstructions to the greenway, including cracked or heaved pavement, tree root damage, overgrowth, and debris accumulation, can pose safety hazards for greenway users and impair accessibility. Establishing regular and effective maintenance practices to keep the greenway clear and accessible helps prevent slips and falls for trail users. Additional guidance on maintenance is included below.

ENFORCEMENT

The presence of law enforcement can be a deterrent to crime on greenways and trails and can help some greenway users feel safe while on the trail. Local law enforcement and emergency personnel should be prepared, trained, and able to access the greenway to respond in the event of an emergency, and should be included in the greenway design process. The trail and its access points should be designed to accommodate emergency response vehicles from the Asheboro Police Department and other agencies. Emergency call boxes, cameras, and lighting can be installed to improve user safety on the trail and at trailheads. Specialized vehicles, equipment, and training can be provided to ensure enforcement agencies are well-prepared to respond and have a plan for regular patrols on the greenway.

ACTIVATION

The concept of “eyes on the street,” coined by Jane Jacobs, holds that the presence of other people in a public space creates a natural surveillance and crime prevention network, helping greenway users feel more safe while on the trail. Increasing the usage of greenways through activation and programming strategies increases the visibility of the trail and its users, contributing to a safety in numbers effect. Holding regular events and festivals to draw people to the trail, supporting social programs such as neighborhood watch groups and fitness clubs, and providing cultural programming can help foster a sense of place and usage, discouraging criminal activity and improving safety for all.



Including lighting at key places on the greenway, including trailheads, parking areas, and underpasses, can improve visibility and safety.

Maintenance

The long-term success of the greenway is contingent upon effective maintenance practices. Consistently maintaining greenways and trails has the effect of reducing costs over time and enhancing the trail user experience compared to neglected paths that require costly rehabilitation efforts. Furthermore, proper maintenance practices extend the lifespan of greenways, foster positive relationships with neighboring landowners, and cultivate a strong sense of community stewardship.

To achieve these benefits, this plan advocates for a comprehensive approach to maintenance, centered around the development of a well-defined maintenance plan. The maintenance plan should prioritize funding and allocate responsibilities among different jurisdictions and organizations involved. It is imperative that this plan be reviewed and updated on an annual basis to incorporate lessons learned, adapt to evolving operational policies and standards, and align with changing maintenance goals.

Key considerations for a greenway maintenance plan include:

- Understanding of the anticipated needs of the greenway system and assessing the capacity of staff to meet those maintenance needs.
- Development of a facility inventory to understand the routine and substantial maintenance needs of greenway signs, amenities, bridges, culverts, and pavement conditions.
- Estimation of baseline maintenance costs accounting for necessary maintenance activities such as mowing, edging, landscaping, trash removal, debris clearing, lighting, drainage, seasonal maintenance needs, sealcoating, repaving, patching, and bridge repair.
- Consideration of labor costs based on which maintenance tasks can be completed in-house versus contracted out.
- Assessment of available technologies to collect data on facility conditions and facilitate maintenance functions.
- Development of a methodology to prioritize annual maintenance needs based on facility conditions and available funding.
- Consideration of emergency services including designated ingress/egress locations, mile-marker signage along the facility for location identification, and emergency notification systems.



Regular maintenance is critical to a successful greenway

BUDGETING FOR ROUTINE GREENWAY MAINTENANCE

Some of the factors which greenway operators should consider when budgeting for future trail maintenance could include:

- Trail surface material
- Number of visitors
- Number and type of amenities like bathrooms, trash cans, lawns, or special plantings
- Number and length of structures such as bridges or boardwalks
- Frequency of flooding events

According to a 2022 study by the Rails to Trails Conservancy (RTC), the maintenance costs of multi-use trails have not been well documented. Greenways in suburban and rural areas with asphalt or concrete pavement reported annual per mile maintenance costs of between \$679 for a trail with low amenities and volunteer maintenance support to as much as \$7,819 for a trail with a large number of visitors, restrooms, and dedicated staff maintenance support.

SAMPLE MAINTENANCE TASK	TASK TYPE	RECOMMENDED FREQUENCY
Tree / Bush trimming	Routine	On-Going / Annually
Mowing		
Trail sweeping		
Signage / Map / Kiosk Updates / Replacement		
Trash removal / Litter clean-up		
Planting, pruning, landscaping		
Flooding repairs		
Repainting / Restriping		
Minor patching		
Minor bridge repairs		
Lighting replacement		
Bollard locks / Replacement		
Pest management		
Greenway and sidepath sealcoating	Minor Repairs	Every 5 Years
Greenway and sidepath resurfacing:	Major Reconstruction	
• Asphalt		Every 10-15 Years
• Concrete		Every 20 Years
• Boardwalk		Every 10 Years (longer for concrete decking)
Complete greenway and sidepath replacement, regrading, and resurfacing	Major Reconstruction	Every 20 Years

Source: Best Practices in Trail Maintenance: A Manual by the Ohio River Greenway, Purdue University



APPENDICES

Appendix A: Funding Resources

Appendix B: Design Resources

Appendix C: Community Engagement

Appendix D: Cost Estimates

Appendix A: Funding Resources

The Bipartisan Infrastructure Law (BIL) authorized \$1.2 trillion for transportation and infrastructure spending, with \$550 billion of that figure going toward new investments and programs. Additionally, the Inflation Reduction Act (IRA) provides \$700 billion in incentives, grants, and loans to support new infrastructure investments in the areas of clean energy, transportation, and the environment. These historic investments in infrastructure provide new and expanded opportunities to fund the construction of the North Asheboro Greenway. The following Federal, state, local, and private funding programs have been instrumental in the successful development of bicycle and pedestrian networks in North Carolina communities. This section includes information on funding programs known at the time of publication; funding amounts, cycles, and programs may change over time. All discretionary grant programs are reimbursement-based unless otherwise stated.

FEDERAL FUNDING OPPORTUNITIES

North Carolina communities have partnered with Federal agencies to obtain funding for the design and construction of multi-use paths, greenways, sidewalks, bike lanes, and improved crossings. The Federal government provides significant funding for active transportation which it distributes through Metropolitan Planning Organizations (MPOs), Rural Planning Organizations (RPOs) as well as through discretionary grant programs. The City of Asheboro falls within the Piedmont Triad Rural Planning Organization boundaries.

The BIL authorizes transportation funding for highway, transit, rail, bicycle and pedestrian, and safety programs and infrastructure through fiscal year (FY) 2026. Federal Highways Administration (FHWA) administers BIL funding for surface transportation projects. FHWA distributes funding to the North Carolina Department of Transportation (NCDOT) and to Local Government Agencies (LGAs) through the Locally Administered Projects Program (LAPP). Communities wishing to access Federal funding must submit their candidate projects to their MPO or RPO, who then enter them into the NCDOT's Strategic Transportation Investment (STI) Mobility Formula. This formula ranks projects and identifies those for funding in the State Transportation Improvement Program (STIP). These funds require a 20% match from the LGA. Federal transportation funds for bicycle and pedestrian projects are primarily distributed through four programs: Transportation Alternatives (TA), Congestion Mitigation & Air Quality (CMAQ)*, Recreational Trails Program, (RTP), and Highway Safety Improvement Program (HSIP).

** Since Randolph County is not located in maintenance or non-attainment areas, this source of funding is not directly available for use by this Project. However, NCDOT may transfer CMAQ funds to other state apportionments, including Surface Transportation Block Grant Program, Highway Safety Improvement Program, Carbon Reduction Program, and Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT).*

STATE + REGIONALLY ADMINISTERED FEDERAL FUNDING

Transportation funding, apportioned by Congress, using enabling legislation such as the former Fixing America's Surface Transportation (FAST) Act and current BIL, flows from USDOT and its departments to State DOTs and both rural and metropolitan planning organizations. Federal funding often follows a formula, which provides USDOT with a blueprint for distribution of funding amongst the states. States and RPOs/MPOs must distribute allocated funds.

TRANSPORTATION ALTERNATIVES (TA)

Transportation Alternatives (TA) provides Federal funds for community-based projects that expand travel choices and enhance the transportation experience by integrating modes and improving the

cultural, historic, and environmental aspects of our transportation infrastructure. In North Carolina, NCDOT administers TA funds and allocates funding to Program-eligible projects through STI. NCDOT has created a bicycle and pedestrian scoping guidance document for local governments that have received TA funding. The Bike/Ped Project Scoping Guidance for Local Governments (link below) provides an overview of the four scoping tools used for locally managed, Federally-funded transportation projects in North Carolina. The document provides guidance on the project delivery process, scoping, identifying project risks, and project cost estimation.

- **Total Funding:** \$7.2 billion (FY22-26)
- **Application Deadline/Cycle:** Varies based on MPO/RPO administering funding
- **Project Awards:** minimum \$100,000
- **Match Requirements:** 20%
- **Eligible Applicants:** MPOs, RPOs, local governments, nonprofits, tribal governments, regional transportation authorities, transit agencies
- **Eligible Projects:** Construction/planning/design of on-road or off-road trails for bicyclists and pedestrians; infrastructure projects for improving non-driver access to public transportation and enhanced mobility; community improvement activities; refurbishment of historic transportation facilities such as the conversion and use of abandoned railroad corridors for trails; recreational trails program; environmental mitigation; streetscape improvements; safe routes to school projects.

https://www.fhwa.dot.gov/environment/transportation_alternatives/

<https://connect.ncdot.gov/projects/BikePed/Documents/BikePed%20Project%20Scoping%20Guidance%20for%20Local%20Governments.pdf>

RECREATIONAL TRAILS PROGRAM (RTP)

The BIL reauthorized the RTP in FYs 22-26 as a set aside from the Transportation-Alternatives Program under the Surface Transportation Block Grant. The program funds state agencies to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses. The allocation of the total RTP budget to each state is based on a formula, mandated by law, which apportions half of the total funds equally among all states with the other half distributed in proportion to the estimated amount of non-highway recreational fuel use in each state. In North Carolina, NCDOT's Division of Parks and Recreation and State Trails Program manages these funds with a goal of helping citizens, organizations, and agencies plan, develop and manage all types of trails ranging from greenways and trails for hiking, biking, and horseback riding to river trails and off-highway vehicle trails.

- **Total Annual Funding:** \$1.49 million (FY23)
- **Application Deadline/Cycle:** Annual – February
- **Project Awards:** \$10,000 to \$100,000
- **Match Requirement:** 25%
- **Eligible Applicants:** Local Governments, government agencies, nonprofit agencies
- **Eligible Projects:** New trail/greenway construction or renovation; trailhead or trail markers; purchase of tools to construct/renovate greenway; land acquisition for trails; planning, legal, environmental, and permitting costs (up to 10% of grant amount)

Due to the high cost of construction relative to the available project awards through RTP, this funding could support land acquisition or the addition of trail markers along the North Asheboro Greenway.

<https://trails.nc.gov/trail-grants/apply-grant>

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

The purpose of the North Carolina Highway Safety Improvement Program (HSIP) is to provide a continuous and systematic procedure that identifies and reviews specific traffic safety concerns throughout the state. The goal of the HSIP process is to reduce the number of traffic crashes, injuries, and fatalities by reducing the potential for these incidents on public roadways. USDOT provides this core Federal aid program through annual allocations, which vary from year to year. States must spend at least 15% of HSIP funds on biking and walking safety when bicyclist and pedestrian fatalities are 15% or more of traffic fatalities; at the time of this publication bicyclist and pedestrian fatalities in North Carolina exceed this threshold. NCDOT uses a set of criteria called safety warrants to identify locations that need improvements. NCDOT then evaluates these locations, designated as potentially hazardous locations, using crash analyses, field investigations, and other tools to develop safety recommendations and implement countermeasures.

<https://safety.fhwa.dot.gov/hsip/reports/pdf/2020/nc.pdf>

<https://connect.ncdot.gov/resources/safety/Pages/NC-Highway-Safety-Program-and-Projects.aspx>

https://www.nhtsa.gov/sites/nhtsa.gov/files/2023-10/NC_FY24HSP-tag.pdf

LAND AND WATER CONSERVATION FUND (LWCF)

Congress established the Land and Water Conservation Fund in 1964 to create parks and open space; protect wilderness, wetlands, and refuges; preserve habitat; and enhance outdoor recreational opportunities. In 2020, the Great American Outdoors Act included a provision to permanently fund the LWCF using royalties from offshore oil and natural gas. Sixty percent of LWCF funding is allocated to the National Park Service, and the remaining forty percent of the funds are allocated to states and local governments according to a national formula for outdoor recreation development and land acquisition by local governments and state agencies. In North Carolina, the program is administered by the Department of Natural and Cultural Resources. A project must be located on a single site.

- **Application Deadline/Cycle:** Annual
- **Project Awards:** up to \$500,000
- **Match Requirements:** 50%
- **Eligible Applicants:** North Carolina counties and incorporated municipalities, Federally recognized Native American tribes
- **Eligible Projects:** LWCF grants can be used to acquire land for a public park; to develop outdoor recreation and support facilities; or a combination of both.

NORTH CAROLINA LAND & WATER FUND (NCLWF)

Created by the General Assembly in 1996, the NCLWF, formerly known as Clean Water Management Trust Fund, aims to conserve North Carolina's streams, rivers, and open space. This funding, distributed through the North Carolina Department of Natural and Cultural Resources (NCDNR), improves water quality, sustains ecological diversity, and protects open space and cultural resources by funding projects to acquire lands, construct trails, preserve open space, restore the habitat for fish, wildlife, and other species, and enhance the filtering of stormwater runoff to reduce pollutants from entering water supplies. The NCLWF also funds mini grants of up to \$50,000 for transaction, property management, and stewardship costs associated with the donation of property or a permanent conservation agreement; applications for mini-grants are reviewed three times a year. All NCLWF funded projects must sign a permanent conservation agreement.

- **Application Deadline/Cycle:** February/March - Annual
- **Project Awards:** up to \$500,000

- **Match Requirements:** Not required, but encouraged for scoring
- **Eligible Applicants:** North Carolina counties and incorporated municipalities
- **Eligible Projects:** restoration of degraded lands and waterbodies, land acquisition, innovative stormwater, and planning projects

<https://nclwf.nc.gov/apply>

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

The Community Development Block Grant Program, authorized by Title I of the Housing and Community Development Act of 1974, provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing, suitable living environments, and expanding economic opportunities for low- and moderate-income persons. CDBG funds are allocated at the Federal level by HUD and at the state level by the NC Department of Commerce. All municipalities are eligible to receive State CDBG funds except for entitlement communities, which receive funds directly from HUD. Randolph County is eligible to receive State CDBG funding.

https://www.hud.gov/program_offices/comm_planning/communitydevelopment

CARBON REDUCTION PROGRAM

The BIL establishes the Carbon Reduction Program (CRP), which provides funds for projects designed to reduce transportation emissions, defined as carbon dioxide (CO₂) emissions from on-road highway sources. Federal funds for the Carbon Reduction Program flow to NCDOT then through the MPOs/RPOs through a competitive call for projects. A state may transfer up to 50% of CRP funds to any other apportionment of the state including National Highway Performance, Program, Surface Transportation Block Grant Program, Highway Safety Improvement Program, Congestion Mitigation and Air Quality Improvement (CMAQ) Program, National Highway Freight Program, and Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Formula Program. Title 23 of US code requires each state to apportion 65% of CRP funds based on population and can choose how to obligate the remaining 35%.

- **Total Funding:** \$6.4 billion (FY22-26)
- **Application Deadline/Cycle:** March – Annual
- **Project Awards:** minimum \$100,000
- **Match Requirements:** 20%
- **Eligible Applicants:** Municipalities, county governments, and public transit agencies
- **Eligible Projects:** projects that reduce transportation emissions, including transportation alternatives such as the planning, design, and construction of on-road and off-road trail facilities

https://www.fhwa.dot.gov/bipartisan-infrastructure-law/crp_fact_sheet.cfm

<https://www.ptrc.org/services/regional-planning/transportation/clean-transportation>

SAFE ROUTES TO SCHOOL (SRTS)

Safe Routes to School (SRTS) is an approach that promotes walking and bicycling to school through infrastructure improvements, enforcement, tools, safety education, and incentives to encourage walking and bicycling to school. The goals of the program are to enable and encourage children, including those with disabilities, to walk and bicycle to school; to make bicycling and walking to school safer and more appealing, thereby encouraging a healthy and active lifestyle from an early age; and to facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution within the area surrounding (approximately 2

miles) primary and middle schools (grades K-8). The Bipartisan Infrastructure Law (BIL) codified SRTS at 23 U.S.C. 208 and expanded eligibility to kindergarten through 12th grade. Two types of projects are eligible for funding – infrastructure projects (engineering improvements) and non-infrastructure activities (such as enforcement, education, encouragement, and program evaluation activities). For Infrastructure projects, SRTS projects can be funded through TA Set-Aside funding. In North Carolina, SRTS non-infrastructure activities funds are administered by NCDOT’s Integrated Mobility Division through a competitive application process to fund projects ranging from one to three years.

- **Application Deadline/Cycle:** February – Annual
- **Project Awards:** \$50,000 to \$500,000 per project.
- **Match Requirements:** IMD will fund as many projects as possible at 100% of the cost. However, it is anticipated that some applicants may be asked to provide a local match if there is a significant demand for available program funds.
- **Eligible Applicants:** Municipalities, county agencies, Regional Transportation Authorities and Regional Transportation Planning Organizations, Natural Resource or Public Land Agency, School Districts, Tribal Governments, and nonprofits organizations that oversee the administration of local transportation safety programs
- **Eligible Projects:** Activities consisting of Education, Encouragement and Evaluation within 2 miles of a public or private K-12 school

DISCRETIONARY GRANTS

The competitive, discretionary grant programs outlined in this section can provide millions of dollars toward the North Asheboro Greenway’s planning, design, and construction costs. These programs are competitive and require applicants to submit forms, project narratives, and benefit-cost analyses (BCAs) for construction projects; and encourage the submittal of supplemental materials and letters of support. The completion of a BCA involves the quantification and comparison of a project’s expected costs and benefits according to USDOT-determined method. The result is a Benefit-Cost Ratio (BCR). USDOT considers a project to be cost effective when the BCR is 1.0 or greater. Transparency in the assumptions and data used to complete the analysis, and documentation of a data sources in the BCA is essential to receiving construction funding from discretionary programs. Federal discretionary grant applications should emphasize how the project aligns with a program’s merit criteria as well as the following USDOT priorities and strategic goals:

- **Equity:** USDOT aims to reduce inequities across transportation systems and the communities they affect, and to support and engage people and communities to promote safe, affordable, accessible, and multimodal access to opportunities and services while reducing transportation-related disparities, adverse community impacts, and health effects. Justice40 embodies this commitment to equity. Justice40 mandates that 40% of the overall benefits of certain Federal investments, including climate change and clean transportation, flow to disadvantaged communities that are marginalized, underserved, or overburdened by pollution.
- **Safety:** One of USDOT’s strategic goals for FY 22 to FY 26 is to make the transportation system safer for all people and advance a future without transportation-related serious injuries and fatalities. The National Roadway Safety Strategy (NRSS) outlines a comprehensive approach that communities can take to significantly reduce injuries and deaths on roadways, using a Safe System Approach that supports safer roads, safer speeds, safer people, safer vehicles, and post-crash care.
- **Climate and Sustainability:** Climate change presents a significant and growing risk to transportation infrastructure. USDOT is working to tackle the climate crisis by ensuring that transportation plays a significant role in the solution. This includes substantially reducing greenhouse gas emissions and transportation-related pollution and building more resilient and sustainable transportation systems to benefit and protect communities.
- **Innovation and Transformation:** USDOT is investing in purpose-driven research and innovation to meet the challenges of the present and modernize a transportation system of the future that

serves everyone today and in the decades to come.

- **Economic Strength and Global Competitiveness:** This priority aims to grow an inclusive and sustainable economy, invest in the transportation system to provide American workers and businesses reliable and efficient access to resources, markets, and good-paying jobs. One of the priorities of the Federal government is the promotion of diversity and inclusion in the workforce. Executive Order 14035 on Diversity, Equity, Inclusion, and Accessibility (DEIA) in the Federal Workforce provided agencies with information, resources, and a methodology to assess the state of DEIA and give a framework to promote DEIA practices.
- **Rural Opportunities to Use Transportation for Economic Success (ROUTES):** This initiative prioritizes the needs of rural America by supporting rural transportation policy and equitable access for communities that face challenges related to safety, mobility, and economic development, addressing disparities in rural transportation infrastructure by developing user-friendly tools and information, aggregating DOT resources, and providing direct technical assistance to better connect rural communities with funding, financing, and outreach resources available.

REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE)

This program, formerly known as TIGER and BUILD, and now as Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grants, awards funding to invest in road, rail, transit, and port projects that promise to achieve national objectives and have a significant local or regional impact. Since the eligibility requirements of RAISE allow project sponsors at the State and local levels to obtain funding for multi-modal, multi-jurisdictional projects that are more difficult to support through traditional DOT programs. Historically, annual appropriations largely funded this program, however the BIL included \$7.5 billion in supplemental funding between FY 22 and 26. Since the program's inception, USDOT has awarded over \$14 billion to projects in all 50 states and several US territories.

- **Total Funding:** \$2.3 billion (FY 23) with set asides for Areas of Persistent Poverty and Historically Disadvantaged Communities
- **Application Deadline/Cycle:** February - Annual
- **Project Awards:**
 - » **Planning Projects:** No minimum
 - » **Capital Projects:** Minimum \$1 million (rural); minimum \$5 million (urban)
- **Match Requirement:** 20%– Federal share may increase in rural areas, Areas of Persistent Poverty, and Historically Disadvantaged Communities
- **Eligible Applicants:** State/local governments; multijurisdictional entity or group of entities; tribal government; transit agency.
- **Eligible Projects:** Capital projects (highway, intermodal, surface transportation, infrastructure, culvert replacement or stormwater runoff) and Planning (preparation for eligible surface transportation capital projects)
- **Merit Criteria:** Safety; Environmental Sustainability; Quality of Life; Mobility and Community Connectivity; Economic Competitiveness and Opportunity; State of Good Repair; Partnership and Collaboration; Innovation

<https://www.transportation.gov/RAISEgrants/about>

ACTIVE TRANSPORTATION INFRASTRUCTURE INVESTMENT PROGRAM (ATIIP)

Among the new discretionary grants created through the BIL is the Active Transportation Infrastructure Investment Program (ATIIP). This program will support the development of walking and biking infrastructure that connects to accessible, affordable, and safe active transportation networks, allowing people to reach destinations within a community and travel between communities. The BIL authorized \$200 million annually for the ATIIP, and of that \$45 million was allocated by the FY23 Omnibus Appropriations Act for the first round of funding. USDOT has not yet released the NOFO for

ATIIP.

- **Total Annual Funding:** \$45 million (FY23)
- **Application Deadline/Cycle:** TBD – Annual
- **Project Awards:** Projects seeking Planning & Design grants must have planning & design costs of at least \$100,000 to be eligible; Projects seeking Construction grants must have total costs of at least \$15 million to be eligible.
- **Match Requirements:** 20% or more
- **Eligible Applicants:** Local/regional government, state, tribe
- **Eligible Projects:** Projects that support active transportation networks connecting destinations.
- **Merit Criteria:** TBD

<https://www.railstotrails.org/policy/funding/active-transportation-infrastructure-investment-program/>

SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM

The BIL established this program, which funds regional, local, and tribal initiatives to prevent roadway deaths and serious injuries. The program supports the development of a comprehensive safety action plan (Action Plan) that identifies the most significant roadway safety concerns in a community and the implementation of projects and strategies to address roadway safety issues. Action Plans are the foundation of the SS4A grant program. Applicants can either receive Planning and Demonstration Grant (to complete a safety action plan) or Implementation Grants (to implement projects/strategies identified in an Action Plan). SS4A requires an eligible Action Plan be in place before applying to implement projects and strategies. Piedmont Triad Regional Council was awarded \$500,000 in FY23 to develop a comprehensive safety action plan.

- **Total Funding:** \$5 billion (FY22-26)
- **Application Deadline/Cycle:** Annual – Fall
- **Project Awards:** \$100,000-\$10,000,000 (Planning & Demonstration Grants) and \$2,500,000-\$25,000,000 (Implementation Grants)
- **Match Requirements:** 20%
- **Eligible Applicants:** Counties, cities, towns, transit agencies, MPOs, tribal governments
- **Eligible Projects:**
 - » **Planning and Demonstration Grants:** Develop a comprehensive Action Plan; conduct supplemental safety planning to enhance an Action Plan; conduct demonstration activities to inform the development of, or an update to, an Action Plan
 - » **Implementation Grants:** Fund projects and strategies identified in an Action Plan; planning, design, and development activities for projects and strategies identified in Action Plan; must have an existing Action Plan to receive Implementation Grant funding.

<https://www.transportation.gov/grants/SS4A>

RURAL AND TRIBAL ASSISTANCE PILOT PROGRAM

The BIL created the Rural and Tribal Assistance Pilot Program, which makes \$10 million available over five years to provide states, local governments, and tribal governments in rural areas with funding to support early-stage development assistance for rural and tribal infrastructure projects. This program awards grants for either the hiring of staff or the procurement of expert firms to provide financial, technical, and legal assistance; assistance with development-phase activities; and information regarding innovative financing best practices and case studies. The first NOFO makes \$3.4 million available for the first two fiscal years to eligible applicants on a first-come, first-served basis.

- **Total Funding:** \$10 million (FY22-26)
 - **Application Deadline/Cycle:** September – Annual
 - **Project Awards:** up to \$360,000
 - **Match Requirements:** N/A
 - **Eligible Applicants:** State, local government, Federally-recognized tribe
 - **Eligible Projects:**
 - » Financial services, such as revenue forecasting and economic assessments
 - » Technical services, such as feasibility studies, environmental review and permitting, preliminary engineering and design, funding application assistance, and public engagement
 - » Legal services, such as statutory and regulatory framework analysis and procurement support
- <https://www.transportation.gov/buildamerica/RuralandTribalGrants>

COMMUNITY CHANGE GRANTS

The Community Change Grant program administered by the Environmental Protection Agency seeks to fund community-driven investments for change, specifically projects that involve strong collaborations to achieve sustained impacts related to climate resilience, pollution reduction, community health, economic prosperity, and community strength. A successful project will implement Climate Action Strategies that build the resilience of communities and reduce greenhouse gas emissions, reduce quantifiable health-harming pollutants to improve public health, conduct robust community engagement, develop strategies to increase investments to residents in disadvantaged communities, reach priority populations, and ensure that projects are integrated to achieve maximum benefits.

- **Total Annual Funding:** \$2 billion
 - » **Track 1 (Community Driven Investments for Change):** \$1.96 billion
 - » **Track 2 (Meaningful Engagement for Equitable Governance):** \$40 million
- **Application Deadline/Cycle:** November 21, 2024 (rolling)
- **Project Awards:**
 - » **Track 1 (Community Driven Investments for Change):** \$10-20 million
 - » **Track 2 (Meaningful Engagement for Equitable Governance):** \$1-3 million
- **Match Requirements:** N/A
- **Eligible Applicants:** Partnership between two community-based nonprofit organizations (CBOs); Partnership between CBO and either a Federally-recognized tribe, local government, or institution of higher education
- **Eligible Projects:** Climate resiliency/adaptation; Mitigating climate/health risks from urban heat islands, extreme heat and wildfire events; Community-led air pollution monitoring, prevention and remediation; Investments in low- and zero-emission and resilient technologies/ infrastructure; Workforce development to supports the reduction of GHG emissions; Facilitating engagement of disadvantaged communities in State and Federal advisory groups, workshops, rulemakings, and other public processes.

NATIONAL ENDOWMENT FOR THE ARTS OUR TOWN PROGRAM

Our Town is the National Endowment for the Arts' creative placemaking grants program. Through project-based funding, the NEA supports projects that integrate arts, culture, and design activities into efforts that strengthen communities by advancing local economic, physical, and/or social outcomes. These projects require a partnership between a local government entity and nonprofit organization, one of which must be a cultural organization; and should engage in partnership with other sectors (such as agriculture and food, economic development, education and youth, environment and energy, health, housing, public safety, transportation, and workforce development). Cost share/matching

grants range from \$25,000 to \$150,000, with a minimum cost share/match equal to the grant amount.

<https://www.arts.gov/grants/our-town>

STATE FUNDING OPPORTUNITIES

There are several state programs to support the development and construction of multi-use paths, greenways, sidewalks, bike lanes and improve crossings. NCDOT, North Carolina Department of Natural and Cultural Resources (NCDNCR), and North Carolina Department of Commerce (NCDOC) are the primary state agencies that fund bicycle and pedestrian planning, infrastructure, and programs. The North Carolina Department of Health and Human Services (DHHS), North Carolina Department of Environmental Quality (NCDEQ), and the North Carolina Department of Agriculture administer discretionary grant programs focusing on public health and community development, when funding is available.

Discretionary state grants promote alignment with both statewide goals and initiatives. While these are similar to Federal priorities and strategies, they are distinct to North Carolina and include the following:

- **North Carolina Executive Order 80:** *North Carolina's Commitment to Address Climate Change and Transition to a Clean Energy Economy:* <https://governor.nc.gov/documents/files/executive-order-no-80-north-carolinas-commitment-address-climate-change-and-transition-clean-energy/open>
- **North Carolina Executive Order 246:** *North Carolina's Transformation to a Clean, Equitable Economy:* <https://governor.nc.gov/executive-order-no-246/open>
- **NC Moves 2050 Plan:** <https://www.ncdot.gov/initiatives-policies/Transportation/nc-2050-plan/ncmoves2050/Pages/default.aspx>
- **Great Trails State Plan:** <https://www.ncdot.gov/divisions/integrated-mobility/multimodal-planning/great-trails-state/Pages/default.aspx>
- **Statewide Transportation Improvements Program (STIP):** <https://connect.ncdot.gov/projects/planning/pages/state-transportation-improvement-program.aspx>
- **Strategic Highway Safety Plan (FY 24-FY 26):** <https://www.nhtsa.gov/document/north-carolina-fy2024-2026-highway-safety-plan>
- **NC Clean Transportation Plan:** <https://www.ncdot.gov/initiatives-policies/environmental/climate-change/Pages/ncctp-executive-summary-final-report.aspx>

GREAT TRAILS PROGRAM FUND

The Great Trails State Program, funded with \$12.5 million each year for two years, will be a competitive grant program for new trail development and extension of existing trails, including paved trails, greenways, and natural surface trails for biking, hiking, walking, equestrian use, and paddling. The North Carolina Department of Natural and Cultural Resources (NCDNCR) will administer the funds. Eligible applicants will include municipalities or counties, regional councils of government, other public authorities, and nonprofit organizations. Eligible uses for funds will include planning, design, and related environmental assessment or permitting, land and easement acquisition, trail construction, trail structures (such as bridges), trail amenities (such as trailhead parking, signage, etc.), and maintenance, and can be used as matching funds for federal or other non-state grants. The fund will require a minimum of a 25% flexible match, including cash, in-kind services, or donation of assets. Grants awarded will be limited to \$500,000 per project.

- **Total Annual Funding:** \$25 million (FY24-25)

- **Application Deadline/Cycle:** Annual – TBD
- **Project Awards:** up to \$500,000
- **Match Requirements:** 25% flexible match (including cash, in-kind services, or donation of assets)
- **Eligible Applicants:** Municipalities/counties, regional governments, public authorities, nonprofit organizations
- **Eligible Projects:** Planning; design; environmental assessment or permitting and review; land or easement acquisition; trail construction; trail structures (bridges); trail amenities like trailhead parking, and signage; maintenance; matching funds for other Federal or non-state grants.
- **Merit Criteria:** TBD

The North Asheboro Greenway could use Great Trails State Program funding as a match for any Federal funding it applies for, or to fund activities like environmental review and property acquisition. This would demonstrate commitment to the project on a local and state level, strengthening applications for competitive Federal funding.

<https://greattrailsstatecoalition.org/latest/#:~:text=The%20North%20Carolina%20General%20Assembly's,outdoor%20recreation%20in%20American%20history>

PARKS AND RECREATION TRUST FUND (PARTF)

Since 1994, the North Carolina parks and Recreation Trust Fund (PARTF) awards matching grants to local governments for parks, public beach access, and improvements to state parks. The program helps local governments reach their park and public access goals and improve the quality of life in their communities. Funding for PARTF is allocated annually, and the Parks and Recreation Authority, a citizen board appointed by the Governor, President Pro Tempore of NC Senate, and Speaker of the NC House of Representatives select grant recipients and allocate the funding. The projects must be located on a single site, and the applicant must own or have at least a 25-year signed lease or easement for the property where the PARTF facility will be located.

- **Total Funding:** \$8.5 million (FY24)
- **Application Deadline:** Annual – May
- **Project Awards:** up to \$500,000
- **Match Requirements:** 50%
- **Eligible Applicants:** North Carolina counties and incorporated municipalities. Public authorities, as defined by GS 159-7, are also eligible if they are authorized by N.C. general statutes to acquire land and develop recreation facilities for public use.
- **Eligible projects:** Land acquisition; construction or renovation of facilities for a linear or non-linear public park; must be located on a single site and applicant must own or have at least a 25-year signed lease/easement for the property.

<https://www.ncparks.gov/about-us/grants/parks-and-recreation-trust-fund>

POWELL BILL FUNDS

The primary purpose of Powell Bill funds is to resurface municipal streets, but municipalities can also use this program to plan, construct, and maintain bike paths, greenways, or sidewalks. Each municipality receives annual funding based on a formula set by NC General Statute 136-41.1 – 136-41.4 with 75% of the funds based on population and 25% based on the number of municipality-maintained street miles. Eligible uses of Powell Bill funds can include maintaining, repairing, constructing, reconstructing, or widening of any street or public thoroughfare including bridges, drainage, and curb and gutter.

<https://www.ncampo.org/documents/NCAMPO/Presentations2015/Toolkit-330/OverviewPowellBillProgram.pdf>

STRATEGIC TRANSPORTATION INVESTMENTS (STI)

The Strategic Transportation Investments law, passed in 2013, establishes the Strategic Mobility Formula, which allocates available funding based on data-driven scoring and local input. NCDOT, working collaboratively with MPOs and RPOs, uses the Strategic Mobility Formula to develop the State Transportation Improvement Program (STIP), which identifies projects that will receive funding during a 10-year period. The STIP is state and federally mandated and updated by NCDOT every two years. The Strategic Mobility Formula groups projects in three categories: Division Needs, Regional Impact, and Statewide Mobility.

FUNDING CATEGORY	FUNDING DISTRIBUTION	OVERVIEW
Division Needs	30%	NCDOT’s 14 transportation divisions share funding in this category equally. Project scores are based 50% on data and 50% on rankings by MPOs and RPOs and the NCDOT Divisions.
Regional Impact	30%	Projects on this level compete within regions made up of two NCDOT Divisions with funding based on population. Project scores are based 70% on data and 30% on rankings by MPOs and RPOs and the NCDOT Divisions.
Statewide Mobility	40%	Projects in this category are of statewide significance and are based 100% on data.

NCDOT programs independent bicycle and pedestrian projects in the Division Needs category. Eligible bicycle and pedestrian projects submitted for prioritization must be included in a locally adopted plan and have a minimum project cost of \$100,000. Eligible activities include right-of-way acquisition, design, and construction. Additionally, the Statewide Transportation Investments (STI) law prohibits the use of state funding for bicycle and pedestrian projects, requiring municipalities to provide the 20% match for Federally-funded projects.

Bicycle and Pedestrian STI Prioritization: Qualitative Scoring

Local input points represent 50% of the scoring for bicycle and pedestrian projects. MPOs and RPOs assign 25% of local input points, which are determined by municipal and county project priorities and public comment. NCDOT Division Engineers assign the remaining 50% of the local input points.

Bicycle and Pedestrian STI Prioritization: Quantitative Scoring

CRITERIA	MEASURE	DIVISION NEEDS (50%)
Safety	(Number of crashes x 40%) + (Crash severity x 20%) + (Safety risk x 20%) + (Safety benefit x 20%)	20%
Accessibility / Connectivity	Points of Interest pts + Connection pts + Route pts	15%
Demand / Density	# of households and employees per square mile near project	10%
Cost Effectiveness	(Safety + Accessibility / Connectivity + Demand / Density) / Cost to NCDOT	5%

Project Bundling

Project sponsors can bundle multiple bicycle and pedestrian projects to better compete with other projects submitted in the Division Needs category. NCDOT allows bundled projects across various geographies and project types. Projects do not have to be contiguous or related, and projects can fall within a single municipality or across multiple jurisdictions. Bundled projects must have one project manager, a TAP eligible entity.

Incidental Bicycle and Pedestrian Facilities with Roadway Projects

NCDOT's Complete Streets Policy update, adopted in 2019, requires NCDOT to consider and incorporate multimodal facilities in the design and improvement of all transportation projects in North Carolina. The adopted Comprehensive Transportation Plan (CTP), which may include and/or reference locally adopted plans for public transportation, bicycle and pedestrian facilities, and greenways, is considered the controlling plan for the identification of non-motorized facilities to be evaluated as part of a roadway project. These facilities will be included as part of a proposed roadway project, and NCDOT is responsible for the full cost of the project. Bicycle, pedestrian, and transit facilities incidental to a roadway project where a need has been identified through the project scoping process but not identified in an adopted plan may also be included in a roadway project pursuant to this policy; inclusion of these incidental facilities requires the local jurisdiction to share the incremental cost of constructing the improvements based on population thresholds.

<https://connect.ncdot.gov/projects/BikePed/Pages/Complete-Streets.aspx>

STATEWIDE PROJECTS FUNDS

- **Small Construction Funds:** These funds were established in 1985 to fund small projects in and around cities and towns that could not be funded in the Statewide Transportation Improvement Program (STIP). Funds are allocated equally to each of 14 Transportation Divisions. Funds can be used on a variety of transportation projects for municipalities, counties, businesses, schools, and industries throughout the State. Funds projects up to \$250,000 per fiscal year, unless otherwise approved by the Secretary of Transportation. Right-of-way and utility relocations should be provided and accomplished at no cost to NCDOT. Funding requests should be submitted to the Division Engineer providing technical information such as location, improvements being requested, and project timeline.
- **Statewide Contingency Funds:** These funds were created for statewide rural or small urban highway improvements and related transportation enhancements to public roads/public facilities, industrial access roads, and spot safety projects. The President Pro Tempore of the Senate, the Speaker of the House, and the Secretary of Transportation sponsor project requests from this fund. \$12 million in funds are administered by the Secretary of Transportation. Requests can be submitted from municipalities, counties, businesses, schools, citizens, legislative members, and NCDOT staff. Request should include a clear description and justification of the project.
- **Economic Development Funds:** These funds were created to expedite transportation projects that promote commercial growth as well as either job creation or job retention. \$2500 per job (new & retained) allowed unless waived by the Secretary of Transportation. Funds projects up to \$400,000 per fiscal year, unless otherwise approved by the Secretary of Transportation. New access roads must be approved by NCDOT and serve multiple property owners or government owned property; roads will become part of the State Highway System or serve as public roads maintained by a government agency.
- **High Impact / Low-Cost Funds:** This program provides funds complete low-cost projects with high impacts to the transportation system including intersection improvement projects, minor widening projects, and operational improvement projects. Funds are allocated equally to each of 14 Transportation Divisions. Each Division is responsible for selecting their own scoring criteria for determining projects funded in this program. At a minimum, Divisions must consider all of the following in developing scoring formulas: (1) The AADT of a roadway and whether the proposed

project will generate additional traffic. (2) Any restrictions on a roadway. (3) Any safety issues with a roadway. (4) The condition of the lanes, shoulders, and pavement on a roadway. (5) The site distance and radius of any intersection on a roadway. Funds projects up to \$1.5 million per fiscal year, unless otherwise approved by the Secretary. Projects are expected to be under contract within 12 months of funding approval by the BOT.

<https://connect.ncdot.gov/projects/planning/Economic%20Development/Small%20Project%20Fund%20Request.docx>

SPOT SAFETY PROGRAM

The Spot Safety Program is used to develop smaller improvement projects to address safety and potential safety and operational issues. The program is funded with state funds and currently receives approximately \$9 million per fiscal year. Other monetary sources (such as Small Construction or Contingency funds) can assist in funding Spot Safety projects, however, the maximum allowable contribution of Spot Safety funds per project is \$400,000. A Safety Oversight Committee (SOC) reviews and recommends Spot Safety projects to the Board of Transportation (BOT) for approval and funding. Criteria used by the SOC to select projects for recommendation to the BOT include, but are not limited to, the frequency of correctable crashes, severity of crashes, delay, congestion, number of signal warrants met, effect on pedestrians and schools, division and region priorities, and public interest.

<https://connect.ncdot.gov/resources/safety/Pages/NC-Highway-Safety-Program-and-Projects.aspx>

LOCAL FUNDING OPPORTUNITIES

While Federal and even state funding can support high-cost projects, local funding is often ideal for supporting the delivery of specific components of greenway projects or as a match for Federal funding programs. Municipalities often plan for funding of bicycle and pedestrian facilities through their Capital Improvement Program (CIP). Local funding is often necessary to supplement Federal and state funding and can come in various forms.

BONDS

Towns can propose bonds to protect open space corridors and build greenway networks, as has been seen in Wake County, City of Raleigh, City of Wilmington, Town of Chapel Hill, and City of Greenville. For example, Wake County successfully passed a \$120 million Parks, Greenways, Recreation and Open Space Bond in 2018. Successful bond campaigns require a well-defined plan with specific projects supported by the community. Bond campaigns should be well organized with a community's public affairs department and thoroughly coordinated across all internal departments. Public outreach during the campaign is essential to educate residents about the benefits of infrastructure investment and to understand which projects garner the highest community support.

DEVELOPER BUILT TRAILS

North Carolina communities can require developers to dedicate land for greenways and recreational areas, open space, streets, and sidewalks through local land use and development ordinances. For example, the Town of Cary built its first greenway 40 years ago, now has over 80 miles of greenway trails, and requires developers to set aside important open space providing trail connectivity, wildlife habitat corridors, and water quality protection. Cary requires developers to dedicate land that can be used for public park and/or greenway development to serve the recreational needs of residents.

DEVELOPMENT AGREEMENTS

Development agreements are legislative land use tools that allows local governments to negotiate binding contractual agreements with private property owners that vest developers' rights while allowing for a jurisdiction to obtain community benefits. Development agreements can secure enhanced public amenities in exchange for expanded land use entitlements beyond those that could otherwise be secured through conditional rezoning or regulatory tools like site plans and subdivision approvals. In 2005, the North Carolina General Assembly enacted Part 3D of North Carolina General Statute (NCGS) 160A, Article 9 that authorized municipalities and counties to enter into these agreements to facilitate larger scale development projects that include the implementation of public infrastructure projects. NCGS 16D Article 10, enacted in 2019, expanded options for development agreements to allow them to be used for smaller projects, and allowing provisions to be incorporated into zoning conditions.

PUBLIC/PRIVATE PARTNERSHIPS

Public private partnerships (P3s) are long-term contractual agreements between a public agency and a private entity to design, build, finance, operate and/or maintain infrastructure projects. This allows for greater private participation in the delivery of projects and allows private partners to share in the risks for design, construction, finance, and long-term operation of facilities. P3s give public entities access to private capital, technology, and expertise; and can accelerate project delivery, encourage innovation, and allow partners to manage projects more efficiently. However, they require substantial up-front administrative costs and procurement may involve complicated financial and legal issues. P3s and may not deliver the best value as compared to traditional or other alternative delivery methods.

Partnerships engender a spirit of cooperation, civic pride, and community participation. The key to the involvement of private partners is to make a compelling argument for their participation. For example, specific segments of a greenway may make critical connections to employment centers or potential partners' place of business, which would incentivize private participation in its design and construction. Furthermore, signage at trail heads or interpretive signage along greenway systems can incentivize private participation through name recognition for corporate partners. One example of a public/private partnership in North Carolina that has leveraged funding for trail construction is in Greensboro. The City of Greensboro is leading North Carolina in leveraging public-private partnerships to complete their Downtown Greenway Loop. Through the Action Greensboro Foundation, the project has raised over \$10 million in private funds by working with foundations and private donors. This money leverages over \$21 million in local and Federal funds.

CAPITAL IMPROVEMENT PROGRAM (CIP)

A Capital Improvement Program (CIP) is one element in a municipality's long-term planning process. It is a bridge between the municipality's Comprehensive Plan and short-term planning for infrastructure and operations. A Capital Improvement Program analyzes major facility and equipment needs, establishes priorities, estimates fiscal resources, and schedules the development of funded projects. For example, the City of Raleigh funds parks, greenways, and active transportation facilities through the city's Capital Improvement Program. The Parks, Recreation and Cultural Resources Department's CIP primary sources of funding come from Parks and Recreation Bonds, Facility Fees, General Fund (Tax Base), grants, and donations.

MUNICIPAL SERVICE DISTRICTS (MSD)

Municipal Service Districts provide an equitable method for funding special improvements to public

right-of-way areas because property owners share in the cost. For example, the Town of Morrisville uses Municipal Service Districts in several neighborhoods to perform pavement, curb and gutter, and sidewalk enhancements and repairs on the public streets throughout neighborhoods in the MSD.

PRIVATE FUNDING OPPORTUNITIES

With few exceptions, private grant awards are often smaller than previously mentioned opportunities. Private grant funding is also ideal for the delivery of specific components of greenway projects and can often be used to supplement Federal and state funding.

GOLDEN LEAF FOUNDATION

The Golden LEAF Foundation is a nonprofit organization established in 1999 to receive a portion of North Carolina's funding received from the 1998 Master Settlement Agreement with cigarette manufacturers. Golden LEAF works to increase economic opportunity in North Carolina's rural and tobacco-dependent communities through leadership in grantmaking, collaboration, innovation, and stewardship as an independent and perpetual foundation. Golden LEAF's grantmaking focuses on the following priorities: Job creation and economic investment; workforce preparedness; agriculture; and community competitiveness, capacity, and vitality. Golden LEAF has two standard programs open to eligible entities seeking grants: Open Grants Program and Economic Catalyst Program. These programs complement other ongoing initiatives of the Foundation, such as the Community-Based Grants Initiative.

Open Grants Program: The Open Grants Program process is open to all governmental entities and 501(c)(3) organizations that propose projects in Golden LEAF's priority areas. This program is for economic development projects aligned with the Golden LEAF priority areas. Most awards in the Open Grants Program will be for \$200,000 or less.

Economic Catalyst Program: The Economic Catalyst process is open to governmental entities and 501(c)(3) organizations with projects that will create jobs at risk without Golden LEAF funding. Grants include funds for public infrastructure, job training, upfit for buildings owned by governmental or nonprofit entities, or equipment acquisition where the building or equipment will be leased or sold at fair-market value to a company creating jobs. Grants are available only for projects that include a specific company's commitment to create full-time jobs in NC.

Community-Based Grants Initiative: Each year, the Golden LEAF Foundation invites organizations from counties from a different Prosperity Zone to participate in the Community-Based Grant Initiative (CBGI). The process is competitive, but organizations from all counties within the Prosperity Zone will have an opportunity to apply. The CBGI identifies projects with the potential to have a significant impact. It is a focused process with grants targeted toward investments in the building blocks of economic growth. Projects must address economic development, agriculture, workforce preparedness, infrastructure, and capital costs necessary to create health care jobs. County managers serve a key role in the process. Each county manager will submit a slate of up to four projects for consideration. Applicants must be 501(c)(3) organizations or governmental entities, such as county and municipal governments, community colleges, or universities. Golden Leaf limits awards to no more than three projects per county and will total no more than \$1.5 million per county.

AARP COMMUNITY CHALLENGE

The AARP Community Challenge provides small grants to fund quick-action projects that can help communities become more livable for people of all ages. AARP accepts applications for projects that

improve public spaces, housing, transportation, civic engagement, coronavirus recovery, diversity, and inclusion, and more. Project types include those that provide permanent physical improvements in the community, temporary demonstrations that lead to long-term change, and innovative programming or services. The program is open to 501(C)(3), 501(C)(4) and 501(c)(6) nonprofits and government entities. Grants can range from several hundred dollars for smaller, short-term activities to several thousand or tens of thousands of dollars for larger projects.

- **Total Funding:** \$3.6 million
- **Grant Deadline/Cycle:** March – Annual
- **Project Awards:** \$500 to \$50,000
- **Match Requirements:** N/A
- **Eligible Applicants:** Governments and nonprofit organizations
- **Eligible Projects:** Projects that improve public spaces, transportation, and inclusion that provide permanent physical improvements in the community and innovative programming or services.

Additionally, AARP has introduced a Capacity Building Microgrant program, which provides \$2,500 to either conduct a walk audit to enhance pedestrian safety and walkability or to start/grow a community garden. The Capacity Building Microgrant is better suited to fund amenities after the construction of the greenway.

<https://www.aarp.org/livable-communities/community-challenge/>

NATIONAL ASSOCIATION OF REALTORS PLACEMAKING GRANTS

The National Association of Realtors (NAR) funds placemaking and smart growth grants to make communities better places to live by transforming unused or underutilized sites into welcoming destinations accessible to everyone in a community.

Smart Growth Grants: Smart Growth grants can fund visioning sessions, community workshops, and placemaking visioning for meaningful transportation projects and issues. These community planning activities would align with the intent of the greenway feasibility study and contribute to intentional and thoughtful collection of public input over the course of the development of the North Asheboro Greenway.

Placemaking Grants: Placemaking Grants fund the creation of new, outdoor public spaces and destinations in a community. This program funds amenities such as street furniture, paint, signage, materials, landscaping, murals, site preparation, and artist fees. A state or local REALTOR® association must submit applications, and grants provide up to \$5,000 per award.

<https://realtorparty.realtor/community-outreach/>

PEOPLE FOR BIKES COMMUNITY GRANT PROGRAM

The People For Bikes Community Grant Program supports bicycle infrastructure projects and targeted advocacy initiatives that make it easier and safer for people of all ages and abilities to ride. People For Bikes accepts grant applications from non-profit organizations with a focus on bicycling, active transportation, or community development; city or county agencies or departments, and state or Federal agencies working locally. People For Bikes focuses most grant funds on bicycle infrastructure projects, such as bike paths, lanes, trails and bridges, mountain bike facilities, bike parks and pump tracks, BMX facilities, and end-of-trip facilities such as bike racks, bike parking, bike repair stations and bike storage. Advocacy projects funded through the program include open street events and campaigns to increase investment in bicycle infrastructure. People For Bikes accepts requests for funding up to \$10,000. People For Bikes does not require a specific percentage match, but they will not consider requests in which the grant funding would amount to 50% or more of the project budget.

<https://www.peopleforbikes.org/grant-guidelines>

TWO FOR THE TRAILS (ATHLETIC BREWING COMPANY)

Athletic Brewing Company provides funding to protect and restore trails, waterways, beaches, parks, and urban areas in need of maintenance.

- **Total Funding:** \$2 million annually
- **Grant Deadline/Cycle:** Summer – Annual
- **Project Awards:** up to \$50,000
- **Match Requirements:** 20%
- **Eligible Applicants:** Any registered LLC with an environmental cleanup project.
- **Eligible Projects:** Projects that restore trails and outdoor recreation facilities.

This funding could support the maintenance of the North Asheboro Greenway following its construction.

<https://athleticbrewing.com/pages/two-for-the-trails-application>

TECHNICAL ASSISTANCE PROGRAMS

The following Technical Assistance Programs can be leveraged to provide additional design and technical expertise to assist with obtaining funding and providing additional resources during the design and construction process.

RIVERS, TRAILS, AND CONSERVATION ASSISTANCE PROGRAM (RTCA)

The National Parks Service (NPS) Rivers, Trails, and Conservation Assistance (RTCA) Program supports community-led natural resource conservation and outdoor recreation projects across the nation. Although RTCA is not a traditional funding program, NPS staff provide planning, design and technical expertise for trails and outdoor recreation projects. Depending on the scale of the project, RTCA can invest up to four years of planning and project development assistance. Eligible entities include community groups, nonprofit organizations, tribes, and government agencies. Technical assistance services include:

- Define project vision and goals.
- Set priorities and build consensus.
- Inventory and map community resources.
- Identify funding strategies.
- Identify and analyze key issues and opportunities.
- Design community outreach, participation, and partnerships plans.
- Create project management and strategic action plans.
- Develop concept plans for trails, parks, and natural areas.

<https://www.nps.gov/orgs/rtca/index.htm>

BUILDING BLOCKS FOR SUSTAINABLE COMMUNITIES

Local land use decisions, such as transportation options, housing type and location, stormwater management, and issues of equity, all have direct impacts on the health and environment of our communities. Founded in 2011, the Building Blocks for Sustainable Communities program collaborates with local communities across the US including tribes and territories, to develop smart growth

solutions and strategies in ways that benefit human health and the environment. The program uses an inclusive and locally-led process that strengthens local capacity, facilitates partnerships, and creates a path forward to achieve community-identified goals.

EPA staff and EPA-hired consultant teams deliver the Building Blocks for Sustainable Communities technical assistance program. Each technical assistance project spans a period of roughly eight months, including inclusive public engagement through a two-day workshop, the involvement of relevant decision-makers and potential public and private sector partners, and a report outlining the workshop process and specific next steps generated that the community could take to achieve its goals. The workshop focuses on the issues and priorities determined by the community.

The application for Building Blocks consists of a two-page letter of interest that outlines the issue(s) the community wishes to address. The most recent call for letters closed in 2020. Between 6 and 56 communities are selected each year to receive technical support through Building Blocks for Sustainable Communities depending on the funding available.

<https://www.epa.gov/smartgrowth/building-blocks-sustainable-communities>

GREENING AMERICA'S COMMUNITIES

Greening America's Communities (formerly known as Greening America's Capitals) is an EPA program to help cities and towns develop an implementable vision of environmentally friendly neighborhoods that incorporate innovative green infrastructure and other sustainable design strategies. EPA provides design assistance to help support sustainable communities that protect the environment, economy, and public health and to inspire local and state leaders to expand this work elsewhere.

EPA funds a team of designers to visit each community to produce schematic designs and exciting illustrations intended to catalyze or complement a larger planning process for the pilot neighborhood. Additionally, these pilots are often the testing ground for citywide actions, such as changes to local codes and ordinances to better support environmentally sustainable growth and green infrastructure. The design team and EPA, along with partners from other Federal agencies, also help city staff develop specific implementation strategies. Every year, 5 cities are selected for design assistance through Greening America's Communities.

<https://www.epa.gov/smartgrowth/greening-americas-communities>

Appendix B: Design Resources

Below are several design resources that may be used to inform design decisions for bicycle and pedestrian facilities. Organizations such as the Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), National Association of City Transportation Officials (NACTO), and North Carolina Department of Transportation (NCDOT) offer general guidelines and project-specific tools to help professionals make design decisions. These guidelines promote flexibility to ensure context-sensitive applications.

AASHTO GUIDE FOR THE DEVELOPMENT OF BICYCLE FACILITIES

The AASHTO Guide for the Development of Bicycle Facilities is the authoritative national standard for bikeway design. The document provides guidance to designers and planners by referencing a recommended range of design values and describing alternative design approaches. The guide provides information on how to accommodate bicycle travel and operations in most environments. Sufficient flexibility is permitted to encourage designs that are sensitive to local context and incorporate the needs of bicyclists, pedestrians, and motorists.

https://nacto.org/wp-content/uploads/2015/04/AASHTO_Bicycle-Facilities-Guide_2012-toc.pdf



AASHTO GUIDE FOR THE PLANNING, DESIGN, AND OPERATION OF PEDESTRIAN FACILITIES

The AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities provides guidance for pedestrian facilities along streets and highways. The primary audiences for this manual are planners, roadway designers, and transportation engineers, whom make decisions on a daily basis that affect pedestrians. The guide focuses on identifying effective measures for accommodating pedestrians on public rights-of-way, and it recognizes the effect that land use planning and site design have on pedestrian mobility and addresses these topics as well.

[https://onlinepubs.trb.org/onlinepubs/nchrp/docs/NCHRP20-07\(263\)_FR.pdf](https://onlinepubs.trb.org/onlinepubs/nchrp/docs/NCHRP20-07(263)_FR.pdf)



MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)

The Manual on Uniform Traffic Control Devices for Streets and Highways, or MUTCD defines the standards used by road managers nationwide to install and maintain traffic control devices on all public streets, highways, bikeways, and private roads open to public travel. The MUTCD is published by the Federal Highway Administration (FHWA) and is a compilation of national standards for all traffic control devices, including road markings, roadway signs, and traffic signals.

<https://mutcd.fhwa.dot.gov/>

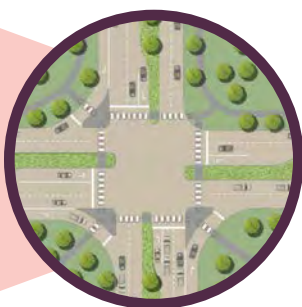




NCDOT ROADWAY DESIGN GUIDE

The North Carolina Department of Transportation (NCDOT) Roadway Design Guide defines standards for roadways owned and maintained by NCDOT, including typical sections for roadways. Typical sections establish design elements that emphasize safety, mobility, complete streets, and accessibility for multiple modes of travel. Typical sections also provide guidelines for comprehensive transportation planning, project planning, and project design activities.

<https://connect.ncdot.gov/projects/Roadway/pages/roadway-design-manual.aspx>



NCDOT COMPLETE STREETS IMPLEMENTATION GUIDANCE

The North Carolina Department of Transportation (NCDOT) Complete Streets Implementation Guide is designed to assist NCDOT staff engineers, project managers and designers in implementing the Complete Streets Policy adopted by the Board of Transportation in August 2019. This document provides comprehensive guidance for incorporating a complete streets approach into NCDOT's planning, programming, design, and maintenance processes.

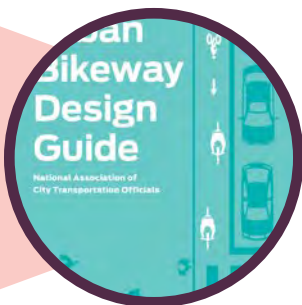
<https://connect.ncdot.gov/projects/BikePed/Pages/Complete-Streets.aspx>



NACTO URBAN STREETS DESIGN GUIDE

The Urban Street Design Guide charts the principles and practices of the nation's foremost engineers, planners, and designers working in cities today. A blueprint for designing 21st century streets, the guide unveils the toolbox and the tactics cities use to make streets safer, more livable, and more economically vibrant. The Guide outlines both a clear vision for complete streets and a basic road map for how to bring them to fruition.

<https://nacto.org/publication/urban-street-design-guide/>



NACTO URBAN BIKEWAY DESIGN GUIDE

The NACTO Urban Bikeway Design Guide provides cities with state-of-the-practice solutions that can help create complete streets that are safe and enjoyable for bicyclists. Design treatments included in the guide offer required, recommended, and optional design elements to address the complexity of individual streetscape situations. In August 2013, the FHWA issued a memorandum officially supporting the use of this document. All of the NACTO Urban Bikeway Design Guide treatments are in use internationally and in many cities around the US.

<https://nacto.org/publication/urban-bikeway-design-guide/>

NACTO URBAN STREET STORMWATER GUIDE

The Urban Street Stormwater Guide advances the discussion about how to design and construct sustainable streets. The guide provides cities with national best practices for sustainable stormwater management in the public right-of-way, including core principles about the purpose of streets, strategies for building inter-departmental partnerships around sustainable infrastructure, technical design details for siting and building bioretention facilities, and a visual language for communicating the benefits of such projects. The guide sheds light on effective policy and programmatic approaches to starting and scaling up green infrastructure, provides insight on innovative street design strategies, and proposes a framework for measuring performance of streets comprehensively.

<https://nacto.org/publication/urban-street-stormwater-guide/>



FHWA SMALL TOWN & RURAL MULTIMODAL NETWORKS

The Federal Highway Administration (FHWA) Small Town and Rural Multimodal Networks applies existing national design guidelines in a rural setting and highlights small town and rural case studies. It addresses challenges that are specific to rural areas and focuses on opportunities to make improvements despite the geographic, fiscal, and other challenges that many rural communities face. It also includes several design concepts applicable to National Scenic and Historic Trails.

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/small_towns/



FHWA BIKEWAY SELECTION GUIDE

A resource to help transportation practitioners consider the trade-offs relating to the selection of bikeway types. The document builds upon other FHWA resources that promote design flexibility and support connected, safe, and comfortable bicycle networks. The Bikeway Selection Guide outlines a process for identifying the desired bikeway type and assessing and refining potential options based on real-world conditions and decision-making factors. This process is intended to accelerate the delivery of high-quality multimodal projects that improve safety for everyone and meet the transportation needs of people of all ages and abilities.

<https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-07/fhwasal8077.pdf>



FHWA SEPARATED BIKE LANE PLANNING AND DESIGN GUIDE

The Separated Bike Lane Planning and Design Guide outlines planning considerations for separated bike lanes and provides a menu of design options covering typical one and two-way scenarios. It highlights different options for providing separation, while also documenting intersection treatments and mid-block design considerations for driveways, transit stops, accessible parking, and loading zones. Case studies within the guide highlight best practices and lessons learned.

https://nacto.org/wp-content/uploads/2016/05/2-4_FHWA-Separated-Bike-Lane-Guide-ch-5_2014.pdf





PENNSYLVANIA TRAIL DESIGN & DEVELOPMENT PRINCIPLES: GUIDELINE FOR SUSTAINABLE, NON-MOTORIZED TRAILS

This document compiles the best practices and guidelines for the planning, design, construction, and management of trails. Techniques are presented for developing trails that create desirable and enjoyable experiences for trail users. These techniques employ sustainable design elements and construction practices that allow the trail to make use of natural systems so that the trail remains both physically and environmentally sustainable.

<https://www.americantrails.org/resources/pennsylvania-trail-design-development-principles>



BEST PRACTICES IN TRAIL MAINTENANCE: A MANUAL BY THE OHIO RIVER GREENWAY

This manual is intended for practical use by trail maintenance managers. It will also be useful for policy makers who are tasked with anticipating and planning for maintenance budget and personnel needs. The recommendations included in this manual were chosen, in part, to facilitate widespread adoption by other trail operators. They are cost-effective solutions that require minimal technological or financial commitments. It also provides guidance for trail construction and design where a maintenance issue can best be resolved by constructing new trail segments.

<https://www.railstotrails.org/resourcehandler.ashx?name=best-practices-in-trail-maintenance-a-manual-by-the-ohio-river-greenway&id=21221&fileName=Best%20Practices%20in%20Trail%20Maintenance.pdf>



FHWA ACHIEVING MULTIMODAL NETWORKS: APPLYING DESIGN FLEXIBILITY AND REDUCING CONFLICTS

This publication is resource for practitioners seeking to build multimodal transportation networks. It highlights ways that planners and designers can apply the design flexibility found in current national design guidance to address common roadway design challenges and barriers. It focuses on reducing multimodal conflicts and achieving connected networks so that walking and bicycling are safe, comfortable, and attractive options for people of all ages and abilities.

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/multimodal_networks/

RAILS TO TRAILS CONSERVANCY (RTC) RAIL WITH TRAILS: BEST PRACTICES AND LESSONS LEARNED

This updated USDOT Rails-with-Trails: Lessons Learned report documents how the state of the practice, perspectives, and context for rails-with-trails have evolved since the first report in 2002 and includes updated effective practices. Best practices are based on extensive research into existing and planned rails with-trails that involved interviews with railroad officials and trail managers; a literature review of previous rail-with-trail studies; a review of trail planning guidance documents; and input from various railroad and trail professionals.

https://www.fhwa.dot.gov/environment/recreational_trails/publications/rwt2021/

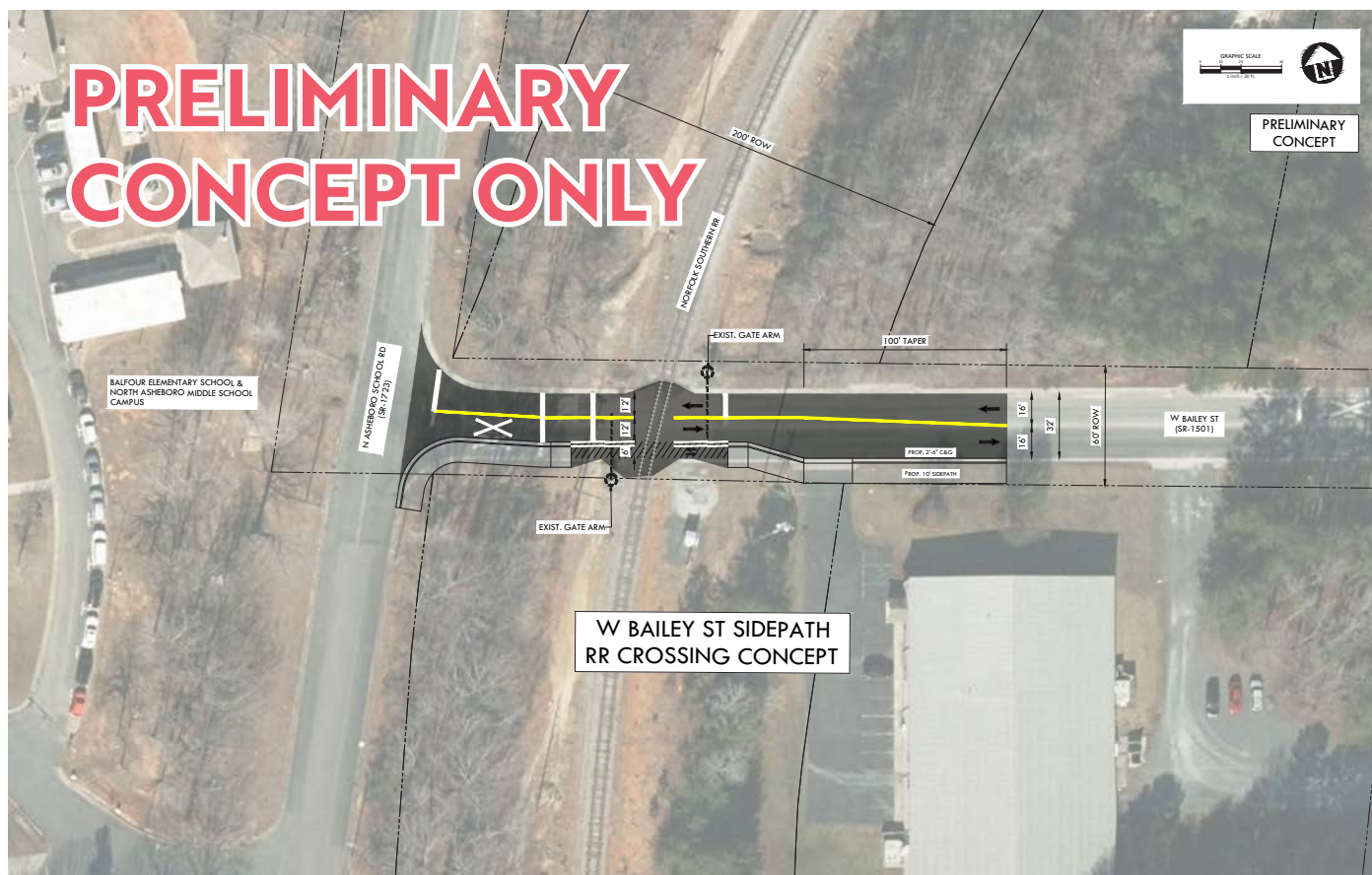


ADA STANDARDS FOR ACCESSIBLE DESIGN

This guide explains requirements in the current editions of the Americans with Disabilities Act (ADA) Standards issued by the Department of Justice (DOJ) and the Department of Transportation (DOT). It provides the scoping and technical requirements for new construction and alterations resulting from the adoption of revised 2010 Standards in the final rules for Title II and Title III.

https://www.ada.gov/2010ADASTandards_index.htm





W. BAILEY ST SIDEPATH RAILROAD CROSSING PRELIMINARY CONCEPT

At the railroad crossing of W. Bailey St, coordination with NCDOT Rail Division identified a potential treatment to include a 6 ft wide crosswalk on the shoulder of the roadway. This concept utilizes the existing rail crossing arms to protect trail users while minimizing costs associated with signal relocation and roadway improvements. This design is preliminary, and additional coordination with Norfolk Southern will be required during the design process.

Appendix C: Community Engagement

Included on the following pages are materials from community engagement efforts throughout the duration of the study.

Attachments:

- Working Group Meeting #1
- Working Group Meeting #2
- Working Group Meeting #3
- Working Group Meeting #4
- Public Meeting
- Community Survey
- Landowner Engagement Materials

WORKING GROUP MEETING #1

Name	Organization	Title
Nia Rodgers	Bicycle + Pedestrian	Project Manager
Andrew Hicking	Bicycle + Pedestrian Practice	Lead
Kathryn Zeringue	Senior Bicycle + Pedestrian	Planner
Christopher Normile	Planner I	
Haley Nafissi	Planner III	
Jimmy Prestwood	Bicycle + Pedestrian	Engineer
Jeromy Wegzyn	Bicycle + Pedestrian	Designer III

Name	Organization	Title
Jim Rich	Asheboro A3	
TBD	Asheboro City Schools	
Linda Brown	Asheboro/Randolph Chamber	President
Trevor Nuttall	City of Asheboro	Community Development Director
Justin Luck	City of Asheboro	Planning and Zoning Administrator
Jonathan Sermon	City of Asheboro Cultural and Rec	Cultural and Recreation Director
Jimmy Cagle	City of Asheboro Facilities Maintenance	Facilities Maintenance Director
Pearson Parks	City of Asheboro Public Works	Utility Inspections Supervisor
Michael Rhoney	City of Asheboro Water Resources	Water Resources Director
Kelly Heath	Elected official	Asheboro City Council
Amber Scarlett	Heart of NC Visitor's Bureau	Director
Joseph Furstenberg	NC DOT IMD	Project Manager
Mary Joan Pugh	Randolph County	Randolph County Trails Coordinator
Sam Varner	Randolph County	Wellness Administrator



STUDY AREA & PURPOSE

STUDY AREA LIMITS

- Project Endpoints:
- Vision Drive
 - North along Haskett Creek to West Central Avenue

Connection:
North Asheboro Middle School

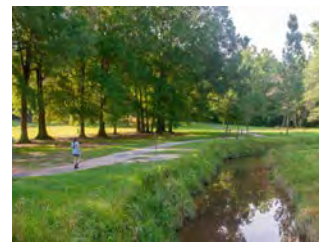
STUDY PURPOSE

- Evaluate the potential route scenarios of the corridor alignment, on both sides of the creek, at major road crossings, and at the railroad crossing at West Bailey Street.
- The study will also recommend appropriate bike and pedestrian connections to the schools, park or other destinations.

N. Asheboro Greenway FEASIBILITY STUDY CONTENT STANDARDS

STUDY CONTENT STANDARDS

- Introduction
- Study Considerations + Alternatives Development
- Community Involvement
- Evaluation + Recommendations
- Implementation
- Appendices
 - Funding Resources
 - Design Resources
 - Cost Information
 - Community Engagement
 - SPOT Scoring Resources



Credit: Piedmont Trails

N. Asheboro Greenway FEASIBILITY STUDY PROJECT SUCCESS



Credit: Piedmont Trails

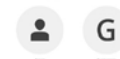
DISCUSSION:

"What does success look like for the N. Asheboro Greenway Feasibility Study?"

N. Asheboro Greenway FEASIBILITY STUDY CONCEPT BOARD

1. Click on link in chat box
<https://app.conceptboard.com/board/zco6-ansm-ox50-gzpx-kg19>

2. Select Guest Access



3. Select "post it note" to share your input.



N. Asheboro Greenway FEASIBILITY STUDY SCHEDULE + ENGAGEMENT



N. Asheboro Greenway FEASIBILITY STUDY WORKING GROUP

WORKING GROUP

Role
The Working Group will attend four (4) meetings where they will provide support, guidance, and oversight of progress for the Feasibility Study.

- Meetings**
1. Project Kick-Off + Study Considerations (September, in person)
 2. Alternatives Development (October/ November, virtual)
 3. Evaluation & Recommendations (December, virtual)
 4. Implementation (February, virtual)



N. Asheboro Greenway FEASIBILITY STUDY COMMUNITY ENGAGEMENT

Stakeholder + Public Engagement Plan

Purpose
To inform community on the project, the planning process and understand public priorities for using and connecting to the greenway.

- Components:**
- Working Group Meetings
 - Community Survey
 - Web based
 - PDF for in person circulation
 - Communications support
 - Public Meeting
 - Private Landowner Meetings (half day)
 - Stakeholder Meetings (4)
 - NCDOT Rail and Norfolk Southern
 - Asheboro City Schools
 - NCDOT Division 8
 - City Staff



N. Asheboro Greenway FEASIBILITY STUDY Study Considerations

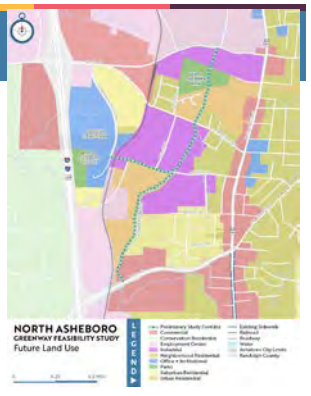
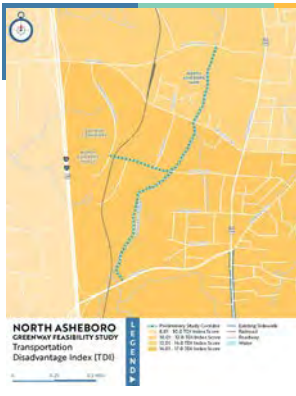
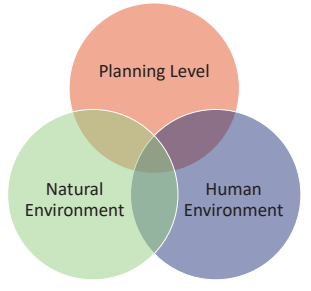
PLANS + POLICIES

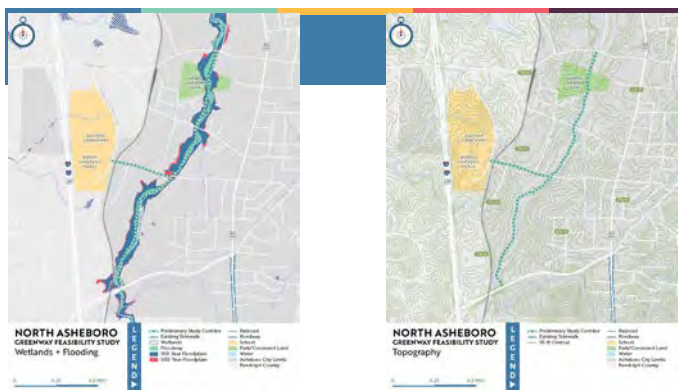
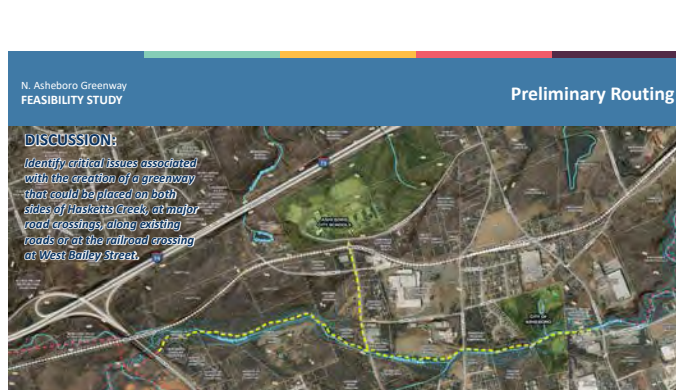
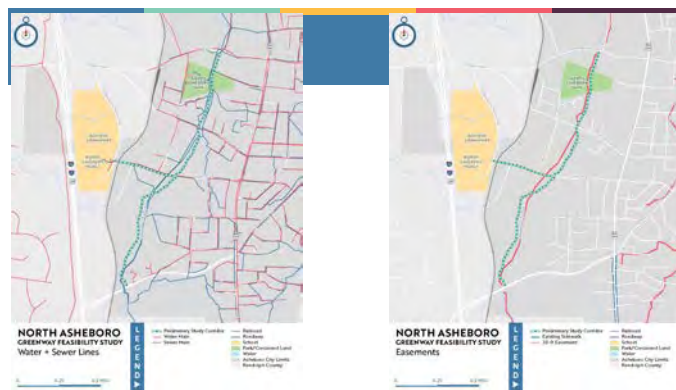
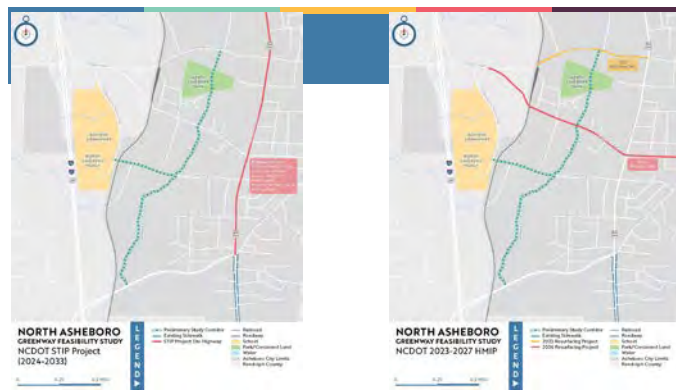
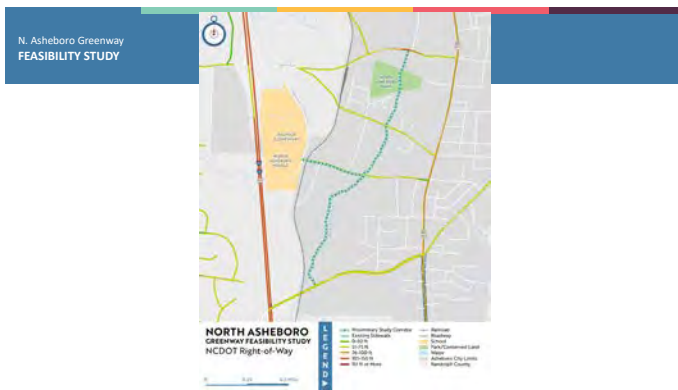
- Randolph County**
- Unified Development Ordinance
 - Hazard Mitigation Plan
 - Flood Insurance Study
 - Growth Management Plan
 - Deep River Trail Conceptual Plan
 - Strategic Plan
- City of Asheboro**
- Land Development Plan
 - Zoning Ordinance
 - Subdivision Ordinance
 - Comprehensive Pedestrian Transportation Plan
- Piedmont Triad RPO**
- Piedmont Triad Climate Resiliency Tool Kit

- NCDOT**
- Great Trails State Plan
 - 2024-2033 STIP
 - Complete Streets Policy
 - NCDOT Bridge Policy

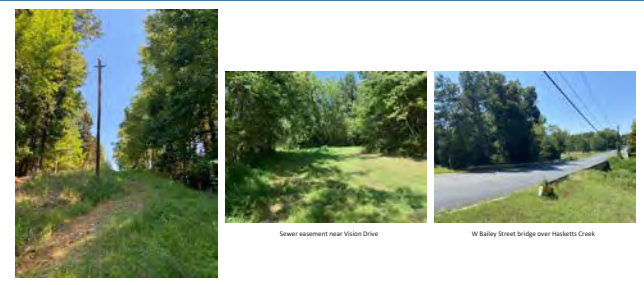


N. Asheboro Greenway FEASIBILITY STUDY Study Considerations





Study Considerations
Site Visit – Existing Conditions



Study Considerations
Site Visit – Existing Conditions



Preliminary Routing



N. Asheboro Greenway
FEASIBILITY STUDY

NEXT STEPS + QUESTIONS

NEXT STEPS

- Working Group Meeting #2
- Public Survey
- Alternatives Development
- Landowner + Stakeholder Engagement



Credit: North Carolina Zoo

QUESTIONS?

Nia Rodgers
Bicycle + Pedestrian Project Manager, McAdams
rodgers@mcadamsco.com

WORKING GROUP MEETING #2

N. Asheboro Greenway FEASIBILITY STUDY

Working Group Meeting #2
November 29, 2023

N. Asheboro Greenway
FEASIBILITY STUDY

- Project Schedule
- Public Engagement + Stakeholder Input to Date
- Community Survey Results
- Route Alternatives
- Opportunities + Constraints
- Decision Matrix Methodology
- Safety + Trails
- Next Steps

AGENDA

N. Asheboro Greenway
FEASIBILITY STUDY

SCHEDULE

N. Asheboro Greenway
FEASIBILITY STUDY

SCHOOL COORDINATION

- Bailey Street Connection:
 - Locate path on south side of street due to right-of-way (ROW) conditions.
 - May propose narrowing road (travel lanes) at rail crossing to accommodate an at-grade pedestrian crossing and pedestrian safety arms.
 - A bridge overpass should be explored. An additional study is required to assess ROW and cost estimates.

ENGAGEMENT + STAKEHOLDER INPUT

- Interests + Concerns:
 - Impacts to drop off and pick-up
 - Affects on bus traffic
 - Concerns with public access and school safety
 - Concerns with / Coordination on other roadway improvements to take place

N. Asheboro Greenway
FEASIBILITY STUDY

ENGAGEMENT + STAKEHOLDER INPUT



N. Asheboro Greenway
FEASIBILITY STUDY

ENGAGEMENT + STAKEHOLDER INPUT

PENDING COORDINATION

- > Stakeholders:
 - o NCDOT Division 8 - December
 - o NCDOT Rail Division - December
 - o City of Asheboro staff
 - o Piedmont Triad Regional Council
- > Key Landowner Follow-up TBD

N. Asheboro Greenway
FEASIBILITY STUDY

COMMUNITY SURVEY

SURVEY FINDINGS

- Survey Period: October 18 – November 13, 2023
- The survey contained three sections:
 - Project-specific questions
 - Interactive mapping questions
 - Optional demographic questions
- 232 Participants
- 2,929 Responses
- 206 Comments



N. Asheboro Greenway
FEASIBILITY STUDY

COMMUNITY SURVEY

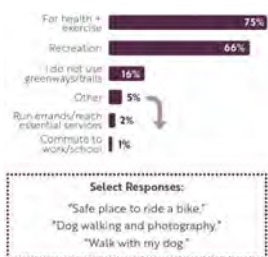
HOW FREQUENTLY RESPONDENTS USE GREENWAYS + TRAILS



N. Asheboro Greenway
FEASIBILITY STUDY

COMMUNITY SURVEY

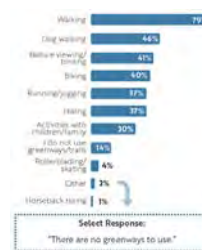
HOW RESPONDENTS CURRENTLY USE GREENWAYS + TRAILS



N. Asheboro Greenway
FEASIBILITY STUDY

COMMUNITY SURVEY

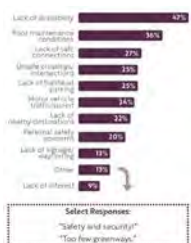
CURRENT ACTIVITIES ALONG GREENWAYS + TRAILS



N. Asheboro Greenway
FEASIBILITY STUDY

COMMUNITY SURVEY

DISCOURAGING FACTORS



N. Asheboro Greenway
FEASIBILITY STUDY

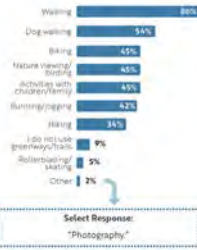
COMMUNITY SURVEY

ANTICIPATED FUTURE GREENWAY USE



N. Asheboro Greenway Feasibility Study COMMUNITY SURVEY

FUTURE ACTIVITIES ALONG THE GREENWAY



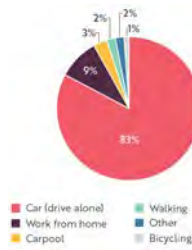
N. Asheboro Greenway Feasibility Study COMMUNITY SURVEY

TOP 5 GREENWAY ROUTING PREFERENCES

- 1 Provide connections to future greenways and trails
- 2 Provide access to parks and recreational areas
- 3 Route along or provide access to Haskett Creek
- 4 Provide connections to schools along the corridor
- 5 Most cost-effective route

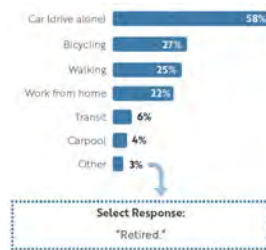
N. Asheboro Greenway Feasibility Study COMMUNITY SURVEY

PRIMARY MODE OF TRANSPORTATION



N. Asheboro Greenway Feasibility Study COMMUNITY SURVEY

DESIRED MODES OF TRANSPORTATION IN THE FUTURE



N. Asheboro Greenway Feasibility Study COMMUNITY SURVEY

DESIRED GREENWAY DESTINATIONS

Structural Destinations: North Commons Park, Haskett Creek north of W Central Ave, Robinson-Kayser and Lake Club, North Mountain Middle School

School Destinations: North Mountain Middle School

Shopping Destinations: Businesses along Vision Dr and W Bailey St

Other Destinations: Locations along W Fayetteville St

Comments from survey respondents:

- "Connect to other sidewalks and plan to add shade trees and clear connections to those adjacent sidewalks." - Survey Respondent
- "I hope there is future planning for the extension crossing down past Vision Drive. Maybe some interaction with the train track area to push you down to the Pinesdt Street area." - Survey Respondent
- "This proposal needs to include MORE ground not just a small little mile." - Survey Respondent
- "I would want to connect to a park with a playground." - Survey Respondent
- "I would like there to be an entryway onto the greenway from Dave's Mountain." - Survey Respondent

N. Asheboro Greenway Feasibility Study COMMUNITY SURVEY

DESIRED INFRASTRUCTURE IMPROVEMENTS

The identified locations on the map include W. Central Ave, N. Fayetteville St, W. Balfour Ave, Old Liberty Rd, and Vision Dr.

Comments from survey respondents:

- "Sidewalks and crossings are needed, and connections up to Technimark Plant 2 would be great." - Survey Respondent
- "I often see people walking along the side of Old Liberty Rd and really think this area would benefit from a bike lane or sidewalk area." - Survey Respondent
- "Need to continue much further to connect to downtown." - Survey Respondent
- "Balfour Rd to Fayetteville." - Survey Respondent

N. Asheboro Greenway Feasibility Study COMMUNITY SURVEY

SEGMENT ALTERNATIVES

Preliminary Segment and Route Alignment Evaluation

- Site Investigation + desktop evaluation
 - Identify what works – and what doesn't
 - Consider / respond to public survey responses
- Work with willing landowners
- Remove infeasible segments from consideration
- Combine most feasible segments into preliminary route
- Build basis for recommendations and communication with elected officials and the public

Legend: Existing Conditions (Housing, Office, Retail, Industrial, Public/Government, Other), Preliminary Greenway Alignment, and various street types.

N. Asheboro Greenway Feasibility Study COMMUNITY SURVEY

VISION DR TO W BAILEY ST

Segment	Opportunity	Constraint	Segment Length	Feasibility
1	Adjacent to the existing greenway and provides a direct connection to downtown.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2
2	Connects to downtown and provides a direct connection to the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	1
3	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	1
4	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2
5	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2
6	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2
7	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2
8	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2
9	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2
10	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2
11	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2
12	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2
13	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2
14	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2
15	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2
16	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2
17	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2
18	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2
19	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2
20	Provides a direct connection to downtown and the park area.	Requires crossing over the railroad tracks and through a residential area.	0.8 miles	2

W BAILEY ST BRIDGE CROSSING*

*NCDOT Coordination pending to inform recommendations

Segment	Opportunity	Comment	Segment Length	Final Impacts
100a	Real estate acquisition from existing property owners to allow for construction of a bridge crossing over the river.	Additional funding may be needed to acquire private property from existing owners.	100 yards	1
100b	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100c	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100d	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100e	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100f	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100g	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100h	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100i	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100j	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100k	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100l	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100m	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100n	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100o	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100p	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100q	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100r	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100s	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100t	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100u	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100v	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100w	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100x	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100y	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
100z	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1

W BAILEY ST TO W CENTRAL AVE

Segment	Opportunity	Comment	Segment Length	Final Impacts
101a	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101b	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101c	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101d	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101e	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101f	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101g	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101h	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101i	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101j	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101k	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101l	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101m	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101n	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101o	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101p	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101q	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101r	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101s	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101t	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101u	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101v	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101w	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101x	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101y	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
101z	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1

W BALFOUR BRIDGE CROSSING*

*NCDOT Coordination pending to inform recommendations

Segment	Opportunity	Comment	Segment Length	Final Impacts
102a	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102b	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102c	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102d	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102e	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102f	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102g	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102h	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102i	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102j	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102k	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102l	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102m	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102n	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102o	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102p	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102q	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102r	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102s	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102t	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102u	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102v	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102w	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102x	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102y	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1
102z	Construction of a bridge crossing over the river.	Construction of a bridge crossing over the river.	100 yards	1

N. Asheboro Greenway Feasibility Study

DECISION MATRIX Route Evaluation Criteria

Physical Feasibility + Constructability	Desired Connectivity	Community Priorities	Cost	Environmental Impacts	Accessibility + User Experience
Property Impacts	Potential Funding Opportunities	Placemaking	Leadership Support	Traffic Impacts	Implementation Timeframe

N. Asheboro Greenway Feasibility Study

DECISION MATRIX Route Evaluation Criteria

Physical Feasibility & Constructability

The ability to successfully engineer, permit, and maintain each alternative is a critical consideration for determining feasible options for the route alternatives.



Desired Connectivity

To maximize use of the facility, determine which route alternatives connect key origins and destinations identified by the public and other stakeholders.



N. Asheboro Greenway Feasibility Study

DECISION MATRIX Route Evaluation Criteria

Community Priorities

To ensure consistency with public preferences and existing plans, goals identified in previous planning efforts and feedback from public engagement/stakeholder outreach activities are utilized to evaluate the route alternative.



Cost

The magnitude of the total life-cycle cost for each alternative (including design, construction and ongoing maintenance) is a significant factor in determining which alternative to implement.



N. Asheboro Greenway Feasibility Study

DECISION MATRIX Route Evaluation Criteria

Environmental Impacts

The ability of each alternative to minimize impacts to streams, wetlands and other jurisdictional features (including associated buffers, floodplain elevations, and other environmental factors) during construction and operation of the proposed facility.



Accessibility + User Experience

Convenience of use and accommodation for users of all ages and abilities to ensure the recommended route is a community amenity designed for universal use.



N. Asheboro Greenway Feasibility Study

DECISION MATRIX Route Evaluation Criteria

Property Impacts

Real estate acquisition can play a major role in project cost and schedule. The extent to which route alternatives utilize publicly-owned properties, existing easements, and public ROW and limit impacts to privately-owned parcels is considered.



Potential Funding Opportunities

Diversity of funding options from a variety of potential sources, available funds, and project competitiveness for each route alternative is considered.



N. Asheboro Greenway FEASIBILITY STUDY **DECISION MATRIX**
Route Evaluation Criteria

Economic Development + Placemaking

The potential ability of route alternatives to drive tourism, contribute to the local economy, and establish the surrounding area as one that promotes healthy, active lifestyles is considered.



Leadership Support

The depth of support from governmental agencies, elected officials, and local advocates for each route alternative to champion the project through development and implementation is considered.



N. Asheboro Greenway FEASIBILITY STUDY **DECISION MATRIX**
Route Evaluation Criteria

Traffic Impacts

The magnitude in which the design of each route alternative impacts vehicular traffic and associated temporary impacts during construction is considered.



Implementation Timeframe

The estimated timeframe to prioritize, fund, design, and construct each route alternative is considered, especially in conjunction with community priorities for project completion.



N. Asheboro Greenway FEASIBILITY STUDY **DECISION MATRIX**
Route Evaluation Criteria

Physical Feasibility + Constructability	Desired Connectivity	Community Priorities	Cost	Environmental Impacts	Accessibility + User Experience
Property Impacts	Potential Funding Opportunities	Placemaking	Leadership Support	Traffic Impacts	Implementation Timeframe

N. Asheboro Greenway FEASIBILITY STUDY **DECISION MATRIX**
Route Evaluation Criteria

ROUTE ALTERNATIVE SELECTION CRITERIA	NORTH ASHEBORO GREENWAY FEASIBILITY STUDY	
	ROUTE 1	ROUTE 2
Physical Feasibility & Constructability		
Desired Connectivity		
Community Priorities		
Cost		
Environmental Impacts		
Accessibility + User Experience		
Property Impacts		
Potential Funding Opportunities		
Placemaking		
Leadership Support		
Traffic Impacts		
Implementation Timeframe		

EXAMPLE

N. Asheboro Greenway FEASIBILITY STUDY **SAFETY + TRAILS CPTD**

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTD)

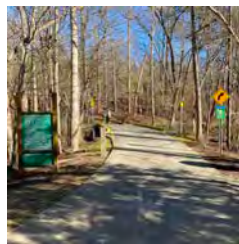
Physical Design

- Maximize visibility on the trail and minimize hidden areas.
- Include lighting at parking areas and trailheads.
- Maintain the trail regularly to keep up a cared-for appearance.
- Establish clear separation between private property and the greenway.
- Clearly marked informational and directional signage along the greenway.

Planning and Programming

- Support social programs to solve local problems (e.g. neighborhood watch, walking and fitness affinity groups)
- Support cultural programming on trails to build relationships among neighbors
- Provide neighborhood and community connectivity with physical trail connections or shared programming

Find more information at
<https://www.cpted.net/>



N. Asheboro Greenway FEASIBILITY STUDY **SAFETY + TRAILS STUDIES**

AMERICAN TOBACCO TRAIL, DURHAM, NC 2012-2014

- Less than 0.5% of area (within a 10-minute walk) crimes on the trail.
- Over 86% of respondents perceive the trail to be safe.
- Social Justice as it Pertains to Safety on the American Tobacco Trail (2015). [http://www.triangletrails.org/pdfs/ATT_report_finaldraft_6_5_15\[2\].pdf](http://www.triangletrails.org/pdfs/ATT_report_finaldraft_6_5_15[2].pdf)

LOWER BOOKER TRAIL, DRY CREEK TRAIL, BOLIN CREEK TRAIL PHASE II, CHAPEL HILL, NC 2005

- No impact in two of the three areas, small increase in third area.
- Greenways and Crime on Nearby Properties: An Investigation of Reported Crimes Along Three Greenways (2005). https://cdr.lib.unc.edu/concern/masters_papers/fn1070818

GREENWAYS MECKLENBURG COUNTY, NC 2001-2003

- Greenway-adjacent properties had lower crime rates than nearby areas 75% of the time.
- A 1997 study found crime on the Mallard Creek Greenway and adjacent properties was nearly half that of the surrounding police district, and only 12.7% of the countywide crime rate.
- Connect Buncombe Draft Plan for Public Review (2012). Accessed from Buncombe County: <https://www.buncombecounty.org/common/parks/MasterPlan/7-Safety.pdf>

N. Asheboro Greenway FEASIBILITY STUDY **CONCEPT BOARD**

1. Click on link in chat box
<https://app.conceptboard.com/board/hzis-dcyt-uoit-4yts-9kaf#>

2. Select Guest Access



3. Select "post it note" to share your input.



N. Asheboro Greenway FEASIBILITY STUDY **NEXT STEPS + QUESTIONS**

NEXT STEPS

- Landowner + Stakeholder Engagement
- Public Meeting (Dec. 12)
- Route Review (Homework!)
- Working Group Meeting #3 (Evaluations + Recommendations)

QUESTIONS?

Nia Rodgers
 Bicycle + Pedestrian Project Manager, McAdams
rodders@mcadamsco.com






Credit: North Carolina Zoo

WORKING GROUP MEETING #3

N. Asheboro Greenway FEASIBILITY STUDY

Working Group Meeting #3
March 14, 2024

AGENDA

- Project Schedule
- Stakeholder and Public Engagement Updates
- Route Alternatives
- Recommended Route
- Preliminary Construction Cost Estimate
- Implementation and Funding Strategy Overview
- Next Steps



Credit: Larry Perkins

SCHEDULE



STAKEHOLDER AND PUBLIC ENGAGEMENT

PUBLIC MEETING (December 12, 2023, 4:00-6:00 pm at the City of Asheboro Public Works Building)

- o Desire for multiple access points should be provided, with parking and access control measures such as gates or bollards.
- o A connection across Vision Dr should be considered to provide a trailhead.
- o Attendees expressed concern with user safety due to the remote nature of the greenway corridor, and suggested lighting, security cameras, emergency call boxes, and police patrols.
- o Route preferences were varied; Residents with properties close to the greenway prefer a route farther from their homes, while property owners who do not live near the greenway prefer a route that is closer to nearby residents and the North Asheboro Park.

- o Non-residential landowners expressed concerns with liability in the event of greenway users trespassing on their property.
- o Some adjacent parcels have sold recently and may be developed, potentially incorporating the greenway as a connection.



STAKEHOLDER AND PUBLIC ENGAGEMENT

- **ASHEBORO CITY SCHOOLS (November, 7th 2023)**
 - o Discussion of trail location on south side of W. Bailey Street due to right-of-way (ROW) conditions.
 - o Discussion of proposed road narrowing (travel lanes) or lane modifications at rail crossing to accommodate an at-grade pedestrian crossing and pedestrian safety arms.
 - o Discussion that a bridge overpass at the rail could be explored but would be costly.
 - o Discussion of potential trail extension onto campus along the west side of the drive and connecting with a sidewalk to either the bus drop off or the main office entry

- **SCHOOL INTERESTS AND CONCERNS**
 - o Impacts to drop off and pick-up
 - o Affects on bus traffic
 - o Concerns with public access and school safety
 - o Concerns with / Coordination on other roadway improvements to take place
 - o *In follow-up correspondence the school advised that the board was not supportive of the trail extending onto the campus*

STAKEHOLDER AND PUBLIC ENGAGEMENT

NCDOT DIVISION 8 (December 11, 2023)

- o NCDOT prefers to maintain roadway lanes at a minimum of 12 ft, with 11 ft lanes acceptable in constrained locations.
- o Existing roadway bridges over Hasketts Creek on W. Bailey St and W. Balfour Ave are not ideal for accommodating a multi-use trail due to limited available width, a need for physical separation, and drainage.
- o Proposed sidepath on W. Bailey St would likely require curb and gutter with a minimum 2 ft landscaped strip to separate the path from the roadway.

NCDOT RAIL DIVISION (December 14, 2023)

- o Railroads typically only allow shared use path crossings within the railroad right-of-way to be 6 ft wide to encourage bicyclists to dismount and walk across. A new at-grade crossing is not likely to be approved by the railroad.
- o The path would have to route around the existing gate arms and maintain a minimum distance of 5.5 ft from the existing flashers.
- o Flagging service must be provided when doing construction work within a railroad corridor and should be provided by the contractor.

STAKEHOLDER AND PUBLIC ENGAGEMENT


- **CITY OF ASHEBORO STAFF (January 17, 2024)**
 - o The City expects improvements to North Asheboro School Rd to be submitted for a future STIP project, potentially including pedestrian improvements that could connect to the greenway.
 - o A trailhead could be located on Nottingham St if a feasible location at the southern end of the greenway corridor near Vision Dr cannot be found.
 - o Segments of the greenway within North Asheboro Park should be designed to minimize impacts to the disc golf course, which is popular with local residents.
 - o The police department does not have specialized equipment to access the greenway and may need to use patrol vehicles along the corridor.

- **PIEDMONT TRIAD RPO (February 14, 2023)**
 - o Updated Comprehensive Transportation Plans for the City of Asheboro and Randolph County will be developed in the near future and will likely cover a 10-year planning horizon.
 - o The Strategic Prioritization (SPOT) process is the main funding avenue through the RPO, but there is opportunity to increase grant writing capacity at a regional level.
 - o The P7.0 prioritization process is ongoing, and the RPO would not be able to submit the North Asheboro Greenway project for scoring until a future prioritization phase begins.

SEGMENT ALTERNATIVES Summary




- **Segment Alternatives**
 - o Main Line Alternatives (Various Colors)
 - o Removed from Consideration (Grey)
 - o Connector Alternatives (Orange)



SEGMENT ALTERNATIVES Summary

SEGMENTS REMOVED FROM CONSIDERATION

- Segment 1: Removed due to unaffordable increased cost, implementation barriers including additional required easements and potential single and parallel connectivity in comparison to other alternatives, as well as additional right-of-way and additional easements required to reach the connection to the future to address future needs of the longer term. Two construction methods (alternatives and the shorter alternative).
- Segment 2: Removed due to poor implementation barriers including additional required easements and high-profile and poor right-of-way in comparison to other alternatives.
- Segment 3: Removed due to high-profile and poor right-of-way in comparison to other alternatives.
- Segment 4: Removed due to high-profile and poor right-of-way in comparison to other alternatives.



SEGMENT ALTERNATIVES Summary

SEGMENTS REMOVED FROM CONSIDERATION


- Segments 10a and 10b: Removed due to existing topography constraints and poor right-of-way at roadway crossing location.
- Segment 10c: Removed due to conflicts with existing vehicular parking and apparent utility relocation.
- Segment 14: Removed due to significant cost and maintenance increase for this low-water crossing.



SEGMENT ALTERNATIVES Summary

SEGMENTS REMOVED FROM CONSIDERATION

- Segments 16a and 16b: Removed due to existing topography constraints and poor right-of-way at roadway crossing location.
- Segment 16c: Removed due to conflicts with existing vehicular parking and apparent utility relocation.
- Segment 16d: Removed due to significant cost and maintenance increase for this low-water crossing.



SEGMENT ALTERNATIVES Summary

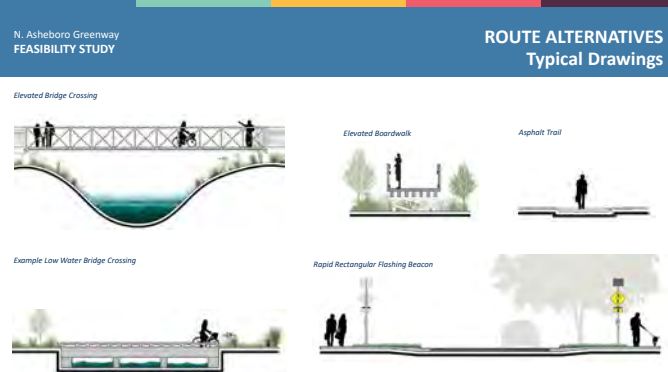
SEGMENTS REMOVED FROM CONSIDERATION

- Segments 24, 25, 26, and 29: Removed due to lack of support from private property owners.
- Segment 22: Removed due to conflicts with existing vehicular parking and apparent utility relocation.

Segment 17 has also been removed

N. Asheboro Greenway FEASIBILITY STUDY

ROUTE ALTERNATIVES Typical Drawings



- Elevated Bridge Crossing
- Elevated Boardwalk
- Asphalt Trail
- Example Low Water Bridge Crossing
- Rapid Rectangular Flashing Beacon



ROUTE ALTERNATIVES Alternative A

- Alternative Snapshot
 - Total Main Line Length: 1.55 miles
 - One Low Water Crossing = 60ft
 - One Elevated Bridge Crossing = 70ft
 - Boardwalk Trail = 280ft
 - Rectangular Rapid Flashing Beacon Crossing
 - Main Alignment Private Parcel Impacts = 10

Approximate Main Line Costs

2024 Construction Cost = \$3,180,000
 2030 Construction Cost = \$4,260,000
 CEI Services = \$425,000
 Survey & Design Services = \$250,000
 Permanent Easement Cost = \$46,000
Total Approximate Cost = \$4,982,000

**Note costs associated do not include construction easement acquisition, but do include 10% contingency




ROUTE ALTERNATIVES Alternative B

- Alternative Snapshot
 - Total Main Line Length = 1.68 miles
 - Two Low Water Crossings, Totaling = 110ft
 - Rectangular Rapid Flashing Beacon Crossing
 - Main Alignment Private Parcel Impacts = 9

Approximate Main Line Costs

2024 Construction Cost = \$2,520,000
 2030 Construction Cost = \$3,380,000
 CEI Services = \$340,000
 Survey & Design Services = \$200,000
 Permanent Easement Cost = \$45,000
Total Approximate Cost = \$3,965,000

**Note costs associated do not include construction easement acquisition, but do include 10% contingency



ROUTE ALTERNATIVES Connections


- Connection Trail Snapshot
 - Asheboro Park to W. Central Ave.
 - Asheboro Park and Ride (W. Bailey St.)
 - Asheboro City Schools (W. Bailey St.)
 - Randolph Hospice
 - Total Length = 0.71 miles

Approximate Connector Trail Costs

2024 Construction Cost = \$1,840,000
 2030 Construction Cost = \$2,460,000
 CEI Services = \$250,000
 Survey & Design Services = \$150,000
Total Cost = \$2,860,000

**Note costs associated do not include construction easement acquisition, but do include 10% contingency

ROUTE ALTERNATIVES Decision Matrix



Criteria	Alternative A	Alternative B	Alternative C
Physical Feasibility	Good	Good	Good
Cost Effectiveness	Good	Good	Good
Project Impacts	Good	Good	Good
Community Priorities	Good	Good	Good
Existing Discontinuities	Good	Good	Good
Environmental Impacts	Good	Good	Good
Visual Compatibility	Good	Good	Good
Programming Impacts	Good	Good	Good
Implementation Timeline	Good	Good	Good
Accessibility	Good	Good	Good
Staff Support	Good	Good	Good
Permitting + User Experience	Good	Good	Good
Scoping Step	Good	Good	Good
Overall Rank	Good	Good	Good

RECOMMENDED ROUTE

ALTERNATIVE COMPARISON NOTES

- CONSTRUCTABILITY**
 - Alternative A will be more difficult to construct due to site access constraints to implement elevated bridge crossing.
 - Flood study will need to be done to evaluate floodway impacts on private parcels.
- MAINTENANCE**
 - About the same between alternatives, low water crossings will require regular maintenance.
- OVERALL COST**
 - Alternative B is Less expensive than Alternative A by approximately 20%

COST CONSIDERATIONS

- Costs for Easements or Land Acquisition
- Costs for Field Survey / Engineering Design / Geotechnical Investigations / Permitting
- Construction Engineering + Inspections Costs (typically 10-12% of construction cost)
- Construction Cost Escalation (typically 5% or more per year out to build year)
- Overall Project Contingency (typically 5-10% depending on unknowns)
- **Will be added in study report to estimate overall project budgets based on anticipated build year

IMPLEMENTATION APPROACHES

DESTINATION BASED PHASING

- North Asheboro Park to Asheboro Park and Ride
- North Asheboro Park to Asheboro School System and Parking Lot Spur

CORRIDOR PHASING

- Main Alignment followed by connections to destinations
- Additional connections to Vision Dr and West Central Ave. to be phased in when region outside this project's corridor is studied

FUNDING AVAILABILITY

- Determine available funds and structure implementation based on grant requirements

PRIVATE DEVELOPMENT COORDINATION

- Fund sections of greenway as private development connects to main alignment
 - Possible to share permitting NCDOT / FEMA packages this way or absorb cost

IMPLEMENTATION PARTNERS

KEY AGENCIES & PARTNERS

- Regional Partners**
 - Piedmont Triad Regional Planning Organization (RPO)
 - Transit Providers (PART, RCATS)
- County Partners**
 - Randolph County
 - Randolph County Tourism Development Authority
 - Asheboro/Randolph Chamber
- State Partners**
 - NCDOT (Division 8, Integrated Mobility Division, and Rail Division)
 - NC Division of Parks and Recreation (State Trails)

Non-Profit Partners

- Piedmont Legacy Trails
- BikeWalk NC

Private Sector Partners

- Norfolk Southern Railroad
- Local Businesses
- Landowners
- Developers

IMPLEMENTATION FUNDING

State and Regional Federal Funding

- Transportation Alternatives (TA)
- Recreational Trails Program (RTP)
- Highway Safety Program
- Land and Water Conservation Fund (LWCF)
- Community Development Block Grants (CDBG)
- Carbon Reduction Program

Discretionary Grants

- Rebuilding American Infrastructure with Sustainability & Equity (RAISE)
- Active Transportation Infrastructure Investment Program (ATIP)
- Safe Streets and Roads for All (SS4A) Grant
- Rural and Tribal Assistance Pilot Program
- Community Change Grants
- National Endowment for the Arts Our Town Program

Considerations for Each

- Application Deadline Timeframes
- Project Award Amounts
- Match Requirements
- Eligibility

IMPLEMENTATION FUNDING

State

- Great Trails Program
- Parks and Recreation Trust Fund (PARTF)
- Powell Bill Funds
- Strategic Transportation Investments (STIP)
- Statewide Projects Funds
- Spot Safety Program

Private

- Golden Leaf Foundation
- AARP Community Challenge
- National Association of Realtors Placemaking Grants
- People for Bikes Community Grant Program
- Two for the Trails (Athletic Brewing Company)

Local

- Bonds
- Developer Built Trails
- Development Agreements
- Public/Private Partnerships
- Capital Improvement Program (CIP)
- Municipal Service Districts (MSD)


Technical Assistance Programs

- Greening America's Communities
- Building Blocks for Sustainable Communities
- Rivers, Trails, and Conservation Assistance Programs

NEXT STEPS + QUESTIONS

NEXT STEPS

- Landowner Engagement, letters to be sent out to property owners
- Tourism Board Coordination
- Project Cut Sheets
- Draft Project Study
- Working Group Meeting #4



Credit: North Carolina Zoo

QUESTIONS?

Nia Rodgers
Bicycle + Pedestrian Project Manager, McAdams
rodgers@mcadamsco.com

WORKING GROUP MEETING #4

At the final Working Group meeting for the North Asheboro Greenway Feasibility Study, the project team presented a draft of the final feasibility study document.

PUBLIC MEETING



PUBLIC MEETING

The City of Asheboro is seeking community input on the proposed North Asheboro Greenway.

Date:
Tuesday, Dec. 12, 2023

Time:
4:00pm-6:00pm

Location:
Asheboro Public Works
(1312 N. Fayetteville St.)



NORTH ASHEBORO GREENWAY FEASIBILITY STUDY

Your voice matters!

Please join us at the drop-in style public meeting to learn more about the project and to share your input.



PUBLIC MEETING COMMENT FORM
North Asheboro Greenway Feasibility Study



Thank you for attending the public meeting. Your input is incredibly valuable to this project.

Please type or print the following information. All questions are optional and personal information will not be distributed.

Name: [Redacted]
Address: [Redacted]
Email: [Redacted]

Which trail segments (see presentation boards) or type of trail alignment do you prefer?
No preference, open to options

Please tell us why:

[Blank lines for response]

Use the space below to provide additional comments, support for or objection to the project, or feedback on the meeting:

concern for safety & ability to patrol multiple access points w/ parking limited light pollution (if trail lighted)

Please drop your completed form in the box or hand it to the project team before you leave.



PUBLIC MEETING COMMENT FORM
North Asheboro Greenway Feasibility Study



Thank you for attending the public meeting. Your input is incredibly valuable to this project.

Please type or print the following information. All questions are optional and personal information will not be distributed.

Name: [Redacted]
Address: [Redacted]
Email: [Redacted]

Which trail segments (see presentation boards) or type of trail alignment do you prefer?
#8, #1, #25, #30, #23

Please tell us why:

We are divided on route 9. We feel that #9 has a built-in population that is more likely to use it i.e. NAMS Cross-country, field trips, etc. I say proximity doesn't guarantee use.

Use the space below to provide additional comments, support for or objection to the project, or feedback on the meeting:

I would like to extend to the (future) Catholic Church for parking / playground purposes.

Please drop your completed form in the box or hand it to the project team before you leave.



PUBLIC MEETING COMMENT FORM
North Asheboro Greenway Feasibility Study



Thank you for attending the public meeting. Your input is incredibly valuable to this project.

Please type or print the following information. All questions are optional and personal information will not be distributed.

Name: [Redacted]
Address: [Redacted]
Email: [Redacted]

Which trail segments (see presentation boards) or type of trail alignment do you prefer?
Prefer Trail #26

Please tell us why:

Further away from Parkside Neighborhood due to the increase in noise, traffic & increase crime! We need safety also in this project due to increased suitability pedestrian walking to feel safe using this trail!

Use the space below to provide additional comments, support for or objection to the project, or feedback on the meeting:

Not against it we need progress in Asheboro! We need restrictions on hours of operation, Bikes & speed bumps on the entrance of North Asheboro City Park. Due to the increase traffic in the future! Fines for people using 3 wheelers or Motor Bikes! Lighting Post w/ Camera's to feel safe & help Law Enforcement identify Criminals or discourage Vandalism at Park and in Near By Neighborhoods!

Please drop your completed form in the box or hand it to the project team before you leave.



PUBLIC MEETING COMMENT FORM
North Asheboro Greenway Feasibility Study



Thank you for attending the public meeting. Your input is incredibly valuable to this project.

Please type or print the following information. All questions are optional and personal information will not be distributed.

Name: [Redacted]
Address: [Redacted]
Email: [Redacted]

Which trail segments (see presentation boards) or type of trail alignment do you prefer?

Please tell us why:

[Blank lines for response]

Use the space below to provide additional comments, support for or objection to the project, or feedback on the meeting:

[Blank lines for response]

Please drop your completed form in the box or hand it to the project team before you leave.



PUBLIC MEETING COMMENT FORM
North Asheboro Greenway Feasibility Study



Thank you for attending the public meeting. Your input is incredibly valuable to this project.

Please type or print the following information. All questions are optional and personal information will not be distributed.

Name: _____

Address: _____

Email: _____

Which trail segments (see presentation boards) or type of trail alignment do you prefer?
No preference - anywhere where I can walk in peace and beauty.

Please tell us why:

Use the space below to provide additional comments, support for or objection to the project, or feedback on the meeting:
Having a greenway/walking path is a great idea! Asheboro needs several of these. Safety is a concern: need surveillance cameras, lighting, regular police patrol, emergency notification devices, etc.

Please drop your completed form in the box or hand it to the project team before you leave.



PUBLIC MEETING COMMENT FORM
North Asheboro Greenway Feasibility Study



Thank you for attending the public meeting. Your input is incredibly valuable to this project.

Please type or print the following information. All questions are optional and personal information will not be distributed.

Name: _____

Address: _____

Email: _____

Which trail segments (see presentation boards) or type of trail alignment do you prefer?
No preference

Please tell us why:
I would use any route

Use the space below to provide additional comments, support for or objection to the project, or feedback on the meeting:
put up a gate so it can be locked by 9pm we get alot of cars racing + squalling of whes 12, 1, 2, 10 there a way we get the lights to go out by 11pm. They are sometimes on till 1am
Glad to hear about side walks
Thank you for all your hard work

Please drop your completed form in the box or hand it to the project team before you leave.



PUBLIC MEETING COMMENT FORM
North Asheboro Greenway Feasibility Study



Thank you for attending the public meeting. Your input is incredibly valuable to this project.

Please type or print the following information. All questions are optional and personal information will not be distributed.

Name: _____

Address: _____

Email: _____

Which trail segments (see presentation boards) or type of trail alignment do you prefer?
ALL PROPOSED WILL BE O.K.

Please tell us why:
NO PREFERENCE TO WHICH SIDE OF CREEK OR CROSSINGS REQ'D

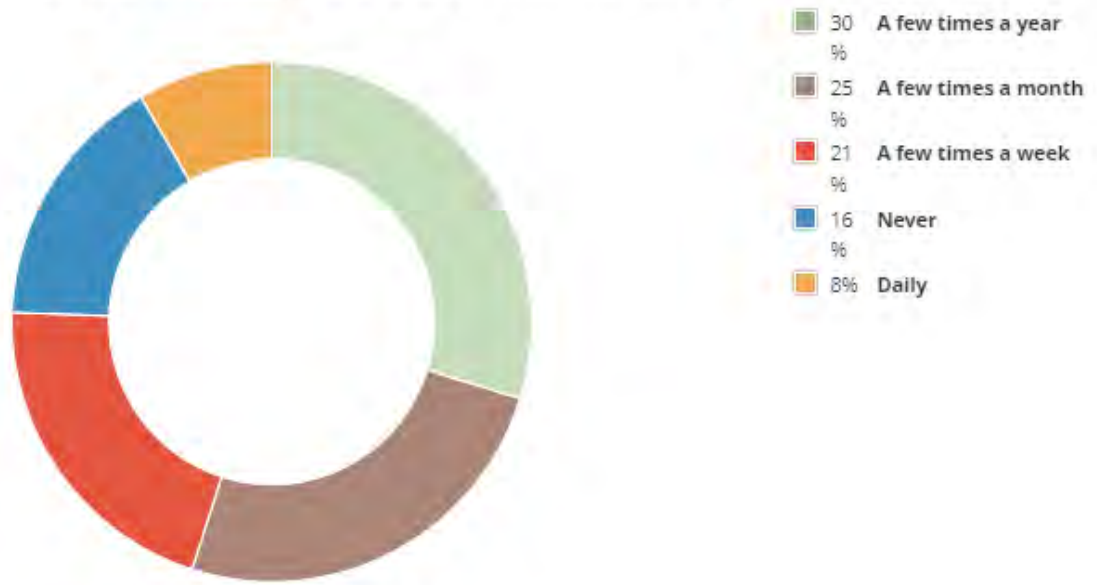
Use the space below to provide additional comments, support for or objection to the project, or feedback on the meeting:
BETTER SECURITY AT NORTH ASHEBORO CITY PARK TENNIS COURT LIGHTING ERRATIC. PEOPLE/VEHICLES IN PARK AFTER DARK. SECURITY VEHICLE GATE.

Please drop your completed form in the box or hand it to the project team before you leave.

COMMUNITY SURVEY

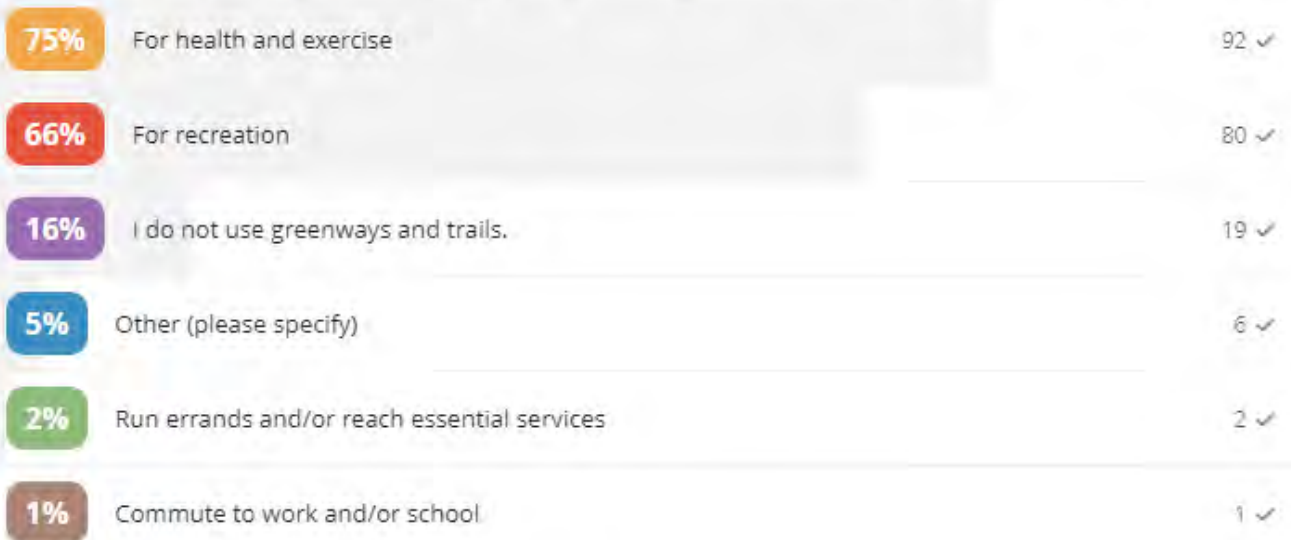
VIEWS	PARTICIPANTS	RESPONSES	COMMENTS
361	232	2,929	206

1. How frequently do you use greenways and trails?



131 respondents

2. How do you currently use greenways and trails? *Select all that apply.*



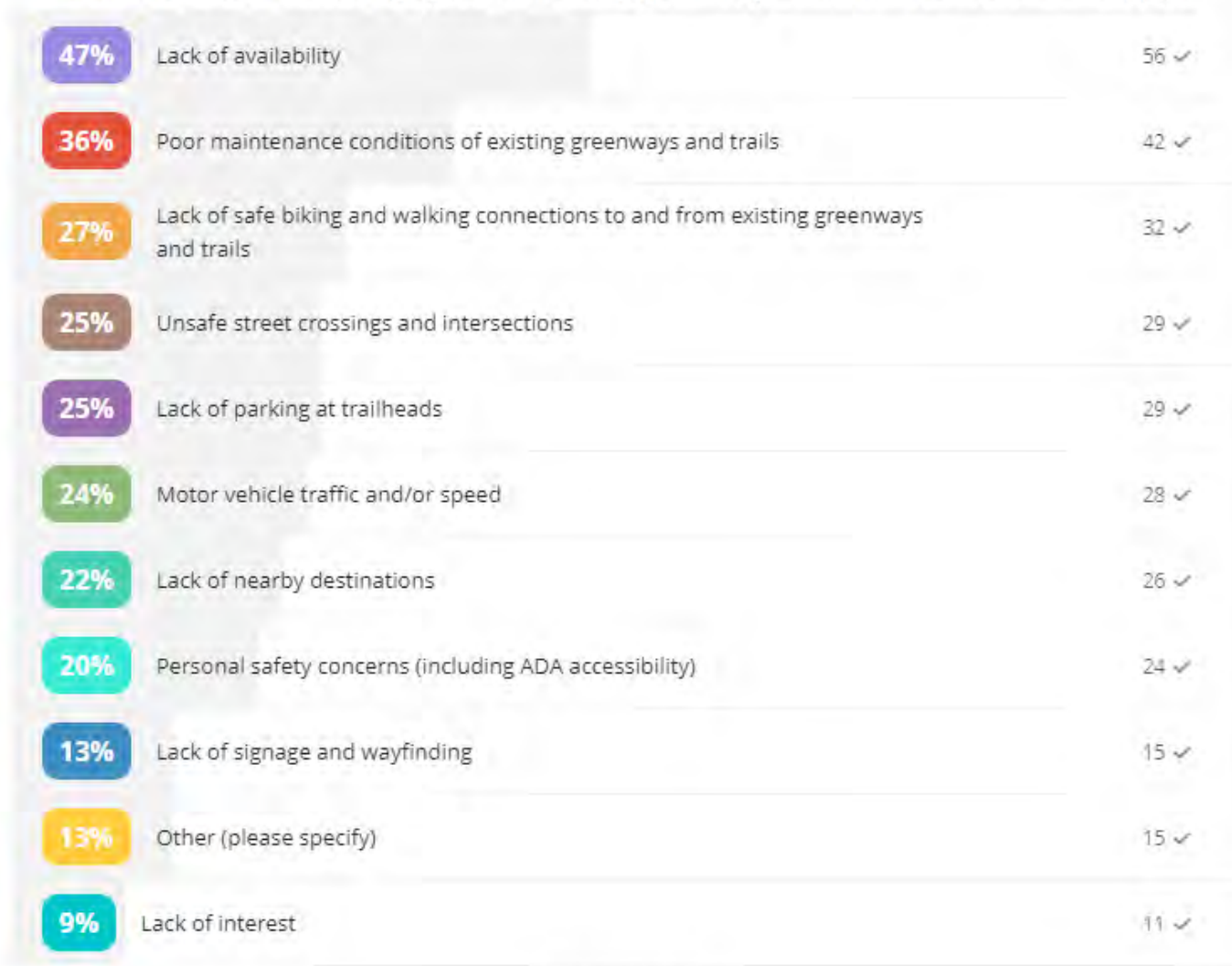
122 Respondents

3. What activities do you participate in along greenways and trails? *Select all that apply.*

79%	Walking	95 ✓
46%	Dog Walking	55 ✓
41%	Nature Viewing/Birding	49 ✓
40%	Biking	48 ✓
37%	Running/Jogging	44 ✓
37%	Hiking	44 ✓
30%	Activities with Children/Family	36 ✓
14%	I do not use greenways and trails.	17 ✓
4%	Rollerblading/Skating	5 ✓
2%	Other (please specify)	2 ✓
1%	Horseback Riding	1 ✓

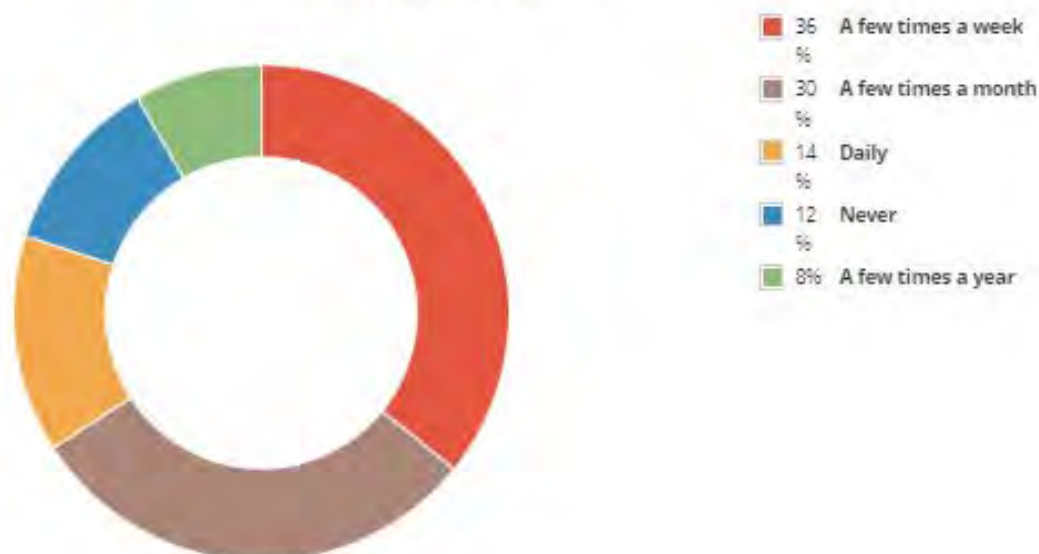
120 Respondents

4. What factors discourage you from using greenways and trails? *Select all that apply.*



118 Respondents

5. How frequently would you use the proposed segment of the North Asheboro Greenway once it is constructed?



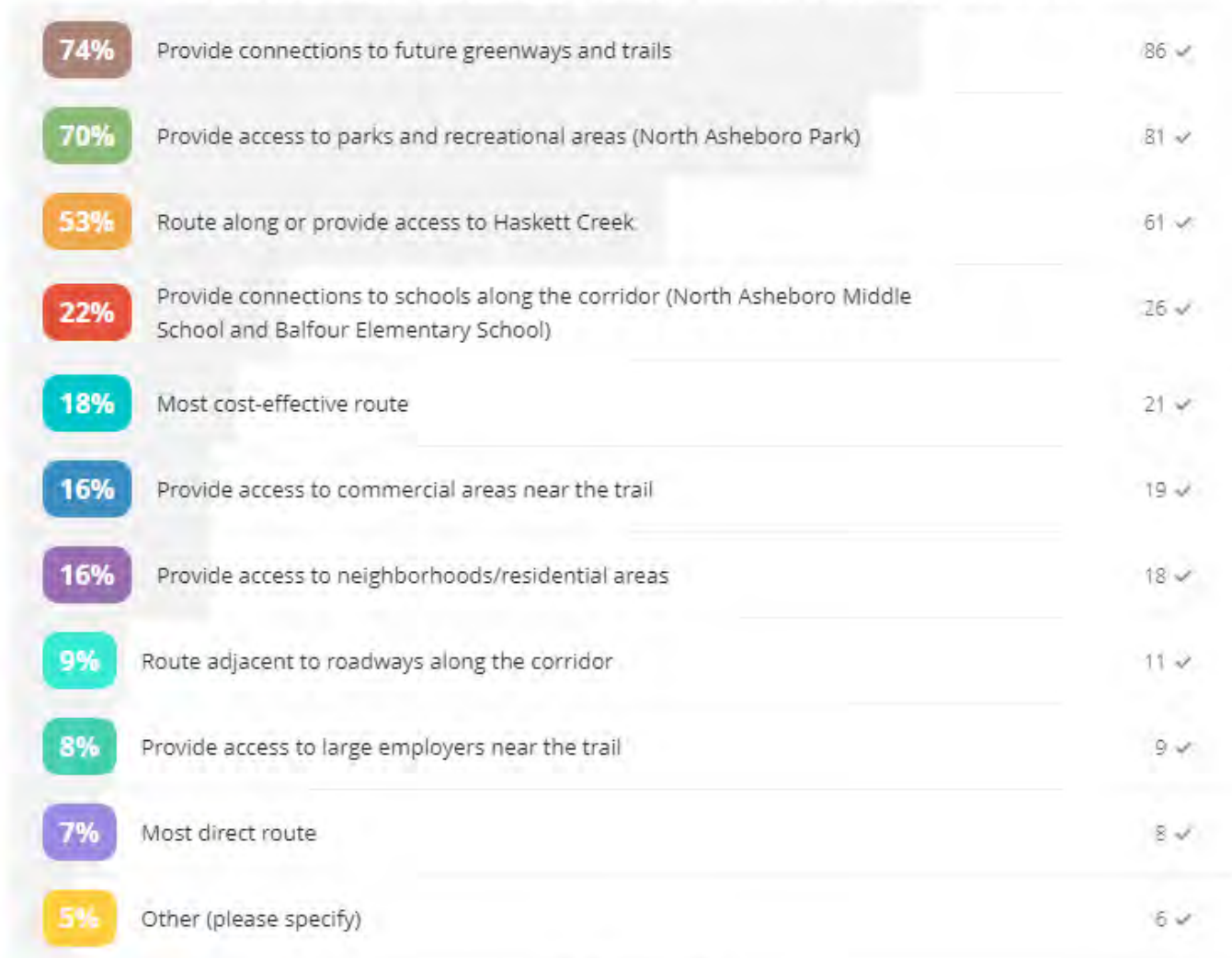
120 respondents

6. What activities would you participate in along the proposed segment of the North Asheboro Greenway once it is constructed? *Select all that apply.*



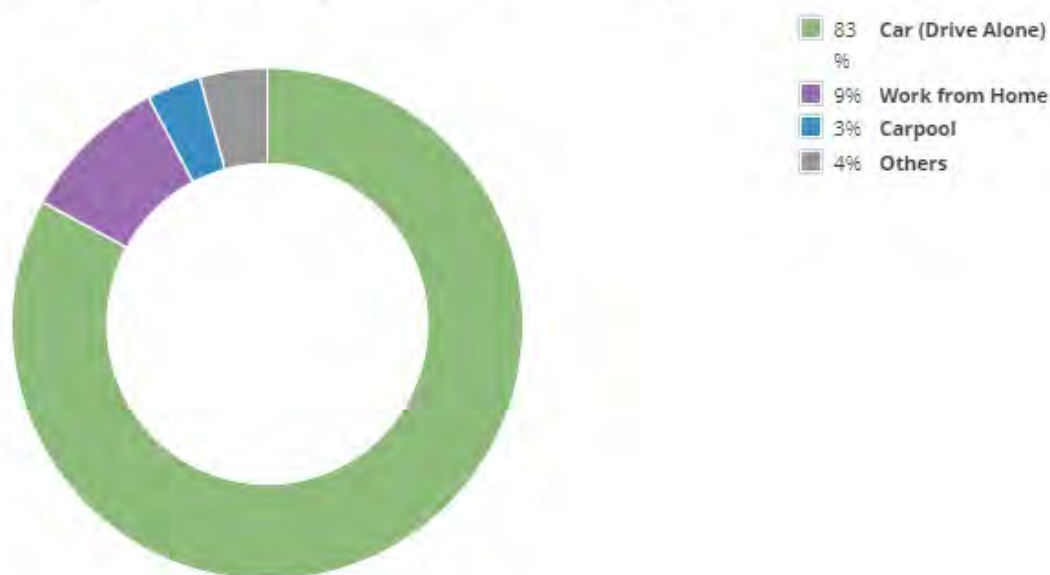
118 Respondents

7. What are your five (5) most important routing preferences for the proposed segment of the North Asheboro Greenway? Select up to five (5) routing preferences.



116 Respondents

8. What is your primary mode of transportation for commuting to work and/or school?



117 respondents

9. Now consider your desired commute in the future. Which modes would you like to use? *Select all that apply.*



118 Respondents

10. What do you think would increase trail usage or bring new users to the North Asheboro Greenway?

Marketing the project more.

6 months ago

Building the greenway in such a way that it can easily be connected, expanded or integrated in the future to a wider greenway network around Asheboro. It would be an amazing way to spur development, investment and connectivity for citizens to engage with each other as well as local businesses. Greenways are a great way to bring together Asheboro's unique and distinct neighborhoods to create a positive identity and fabric.

6 months ago

Ok to use near sewer access if the smell is kept away. Make it scenic and easy access and nice path.

6 months ago

Easy access

6 months ago

Easier access and availability

6 months ago

No

6 months ago

Communicating that the trail is available and ensuring safety for those using it.

6 months ago

Safe space and multiple trails and activities to do.

6 months ago

A safe space where everyone feels comfortable. A connection to Dave's Mountain Neighborhood.

6 months ago

Continued length of the trail, I love going to Jamestown and riding bikes or walking with my wife because of the length of the trails

6 months ago

A loop design instead of straight line. Most greenway use is for recreation/exercise not specific travel.

6 months ago

Cleanliness of the trail.

Markers to ensure people know they're on the trail.

Informational signs about the kind of animals/plants one will find in a certain area along with information about them.

6 months ago

My friends and I sometimes drive over 2 hours to other towns to ride our bikes on their Greenway. When we go , we also go shopping and find a great place to eat. It would be awesome to have a place close to home to enjoy. For riding bikes, a minimum 7 mile trail would be the best. 1.8 is a great start especially for walking. A longer trail would be needed to attract more cyclists.

6 months ago

Easy access, multiple stops (benches, water fountains, etc). Ensuring it is well lit and feels safe.

6 months ago

Connections to parks and eventually downtown. Scenic routes along parks or creeks if possible.

6 months ago

Easy walkability. Small gardens or natural areas to stop and see.

6 months ago

Interpretative signs

Guided walks

Kids programming

6 months ago

Constant cleaning / keeping them safe

6 months ago

Advertisement and making sure people know it's there.

6 months ago

Ease of access and good upkeep.

6 months ago

Not to put it in the middle of the city. Especially the north side.

6 months ago

Accessibility

6 months ago

To feel safe on the trail. To know there are security features along the way

6 months ago

Just having a Greenway is enough

6 months ago

Wide trails with sight clearance; enough for individuals to share between those on foot, runners and bicyclists. Keeping trails free of garbage (perhaps volunteer groups to help) perhaps signage indicating areas of low cellular signal in case someone has an emergency, and indicate same on route maps. Attractive planning, showing off the natural beauty of the area. Safety concern - concealed trail cams spaced out to record footage in case of "incidents" and/or injuries. A sign of the times, unfortunately. As a woman in her 60's, walking alone has become a worry for me.

6 months ago

Updating the park

6 months ago

Basically advertising it here and available for use

6 months ago

Other activities along trail or at ends - food, drinks, recreation

6 months ago

Bring the trail farther south. Or increase the trail plan

6 months ago

Fixing roads!! We do not need to spend more money on useless things!

6 months ago

install water fountains at certain points

6 months ago

Scenic, well lit where possible, nice facilities, benches etc

6 months ago

Well maintained and safe.
Lots of visual interest.

6 months ago

It would be nice if put some quiz along the trail

6 months ago

Easy access, safe trails

6 months ago

Building it!

6 months ago

Promotion

6 months ago

A nice paved scenic route

6 months ago

Safe area, good trail surface, and longer trail that what we currently have in Asheboro. I drive to Creekside Park instead of using Asheboro parks due to limited trail length.

6 months ago

Availability. Ease of access.

6 months ago

Asheboro homeless community will love it and it will not be used in the way it's intended

6 months ago

More trails, better upkeep of trails, and keeping them safe for family use

6 months ago

A nice, safe, paved surface free from speeding traffic.

6 months ago

Social media campaign. Easy access to greenway through neighborhoods and the park.

6 months ago

Actively promoting it to the community. Today 10/31 is the first I've ever heard of these plans and I think most of the community does not know about it.

6 months ago

Longer mileage

6 months ago

Easy access and marketing so residents know that it's open and where it is.

6 months ago

Longer good quality safe trails

6 months ago

Future plans of additional trails/greenways would be a plus. For cyclists, this is a very short section, however, as things evolve, this could become a much bigger and better project as long as land access is available.

6 months ago

If the trail was scenic (trees, near creek) & shaded, as well as paved

6 months ago

Build it away from schools. It's unnecessary to have such private areas near schools.

7 months ago

Maybe promote the Greenway on city garbage trucks as this is a way for almost everyone to know about the Greenway since Garbage trucks travel every street. And maybe bring back bike patrols for city police to patrol the trail for safety. And maybe something unique that will draw people to the Greenway such as access areas to the creek for maybe gold panning?

7 months ago

We need to educate our Asheboro community about cycling in general. I'm not saying people need to be super friendly, but the Asheboro community does not know the meaning of sharing the road. Ashebor does not promote ANYTHING at all about the zoo, maybe this greenway can eventually connect in some way around the zoo or can be zoo related. I really hope this greenway happens, so many families could benefit from spending a day walking and taking their children in a safe place designed for walking or riding their little bikes, or skates.

7 months ago

More public outdoor spaces and connecting those places with a greenway would improve community connectedness. Asheboro has so little free public parks and spaces that the citizens have to go walk in the graveyard for exercise. We need a space to walk long and short distances in a safe environment, away from traffic.

7 months ago

I believe tying it into the North Asheboro Park will really increase its use. Having some good parking space and a location for bathrooms for my children would really help out. Enough space to have a safe passage for bicyclist and walkers together would help make it feel usable at all times.

7 months ago

Pretty greenway in an accessible area

7 months ago

Plenty of trailhead parking, safe environment,

7 months ago

Pet friendly, and well kept trails.

7 months ago

Plenty of shade in the warmer seasons, easy parking, wide enough multi use path for everyone to feel comfortable with their activity of choice, future connections, ability to walk to shops

7 months ago

Clean, safe and clearly marked greenway with benches

7 months ago

Historical landmarks/postings on the trail. Cleanliness. Too many parts of Asheboro are dirty, this greenway must remain clean.

7 months ago

Providing security during operational hours. Seriously, I can't imagine anyone using this when it's so randomly placed north of town.

7 months ago

Beautiful scenery
Visiting breweries
Events
Number one

7 months ago

Having a safe place to bike that is longer than what is currently available locally.

7 months ago

It would be wonderful to have one nearby. Would go all the time

7 months ago

5k,

7 months ago

having greenways long enough for bike rides, maybe even some mountain bike trails in a few locations as well just like the watershed trails in Greensboro that are off of the Yadkin-Atlantic Greenway

7 months ago

Keeping it well lit at night and having people patrol the area for illicit activity

7 months ago

Accessibility and parking

7 months ago

Safety and nice routes

7 months ago

By building, and others! Along with better public transit possibilities and sidewalk infrastructure

7 months ago

None. This is a waste of time and taxpayers money. Too many pet projects already with millions spent at our expense

7 months ago

Asheboro needs a safe place to ride bikes that allows enough time that driving your bikes to the trail is worthwhile. At this time, few of the trails in the city allow for biking. The trail needs to be SAFE...

7 months ago

Simply developing a trail. Connecting it to other trails would increase its usage.

7 months ago

Building it!

7 months ago

11. Please provide any additional comments or feedback for the North Asheboro Greenway Feasibility Study.

I look forward to utilizing it, my family and I love greenways and especially love a well created/planned one.

6 months ago

I hope this works out as there really aren't any good trails in the area and the little path at North Asheboro Park is too short and needs repair from all the roots.

6 months ago

Waste of my tax \$

6 months ago

I support these kinds of projects in our community.

6 months ago

I don't think parents would let kids walk a greenway/trail to school. Also don't know why you'd need a greenway to get to the park to then walk or do the exercise opportunities. North Asheboro needs more revitalization in business and clean up of existing neighborhoods. That should be the focus.

6 months ago

We are so glad this might be coming. We currently have to drive to Archdale, Jamestown, or Greensboro.

6 months ago

Please start a Greenway in Asheboro, we commute to Greensboro, High Point and Uwharrie forrest right now for walking.

6 months ago

Adding some bridges and a bit of wild landscaping every so often would be wonderful.

6 months ago

Consideration for Greenway to be adjacent to zoo area. More population in adjacent area adding to ease of location, potentially used more frequently.

6 months ago

We don't have sidewalks on all of our streets. we have neglected playgrounds. Please address the existing problems before creating new projects.

6 months ago

I feel a trail would be a great asset for the community if designed properly. It would bring in revenue for the businesses in the city and provide a safe place for walking and cycling while minimalizing the risk of accidents that come with cycling or walking/ jogging on the public streets.

6 months ago

Greenway access to the new sportsplex complex would be a positive move in the future. Also consider multi use trails at the sportsplex for walking, hiking and biking. Nearby examples of how this can be executed are the Watershed trails in Greensboro and Rich Fork Preserve in High Point.

6 months ago

Would really love to see this come to fruition! We lived in High Point previously, (now Asheboro residents for 8 years) and used the trails there for nature activities and safe areas for kids getting comfortable riding bikes

6 months ago

Great idea

6 months ago

I don't live in North Asheboro but I do live in Asheboro and would love to have an easy safe place to visit and walk my dog or go for a long walk.

6 months ago

We don't need more green space as much as we need services for the poor, mentally ill and addicted. This will just be another place for them to congregate, or become a nightmare to secure, placing an increased burden on police.

6 months ago

My family just moved to the North Asheboro area and have been really impressed with the available sidewalks. We would love to see more trails and space for our recreation created close to our home.

6 months ago

Do not spend any money on this. You need to build sidewalks along US 64 business/Dixie Drive for the people that walk along that route. D. Luther Hollingsworth

6 months ago

I think money would be used better elsewhere. Such as raises or to possibly lower taxes.

6 months ago

Providing easily accessible greenspaces as well as bike paths, and usable sidewalks is a proven way to attract new residents, businesses, and provides a much safer way for the community to go about their day. Much more of this is needed in this town.

6 months ago

I think this is a marvelous and much-needed attraction.

6 months ago

Cameras for protecting the greenway users

6 months ago

Please continue to look for other greenway possibilities in the city

6 months ago

See above comment! We need roads and existing side walks fixed. People use them for all uses, recreational, ways to work or school. Fix what we already have!!

6 months ago

It is very good that more trails are built to be able to walk with the family and exercise and at the same time in a safe environment

6 months ago

This is an amazing idea than can be expanded upon going forward too!!

6 months ago

I think this would be a great decision to increase the credibility of Asheboro.

6 months ago

Randolph needs more large parks and greenways

6 months ago

I drive to Archdale and Jamestown to use their trails weekly. Would love something in my hometown.

6 months ago

I think this will be really important for the community. I am local to Asheboro, but I commute to other counties to nature walk and walk my dog. I have local friends who also go outside the county to do the same. I would use this 5 days a week if we had a nice long trail with a good surface and it felt safe.

6 months ago

Would like to see this. Need a safe space

6 months ago

There are other departments in the city that need raises to compete with surrounding departments of other municipalities instead of supporting this employees need proper compensation and to be cared about instead of treated like we are replaceable because we are not!

6 months ago

I would love for there to be a greenway here in Asheboro, it would add so much for the community

6 months ago

This is a great project for Asheboro. This successful endeavor should be a catalyst for other parts of the city.

6 months ago

I feel like greenways throughout Asheboro would greatly enhance the community. As a former Greensboro resident and frequent Emerald Isle visitor, I use/used the greenways and parks on almost a daily basis. It's definitely disappointing here to not have safe (from traffic) areas to bike, walk, and run with my family. We have actually transported our bikes to GSO to ride on the weekends! I also think proximity to neighborhoods and businesses in the area would increase usage beyond those using the pathways for fitness.

6 months ago

I love my community and I always support it 100% and I would love for it to be better! Thank you for actually considering this.

7 months ago

I think going to other cities to see how much use a greenway gets and also taking note of the importance of how the greenway connects people to businesses. It would be lovely to get on a greenway, walk a while, grab a coffee, go to a playground, and enjoy being outside among neighbors.

7 months ago

We hope to see you fast action taking on projects like this as some people in our local community get tired of long-winded hopes for things like this that are community need. The concept really encourages healthy lifestyle and getting outdoors. I'm excited to see that Randolph county wants to make a push for more greenways and blue ways.

7 months ago

Really excited for this & hope everything pans out!

7 months ago

I live in North Asheboro and am looking forward to this project coming to fruition.

7 months ago

Maybe get some business sponsorship. Please don't increase property taxes again.

7 months ago

I absolutely love this idea and think trails are a hugely important part of communities! Asheboro is a fantastic size for a bikeable, walkable city and planning now will make it a green, cool, accessible and desirable place to live and work.

7 months ago

Should be longer

7 months ago

Make it a serious penalty for the homeless to camp out near the greenway so as to keep them away and to keep the public safe.

7 months ago

Why are you spending money on something like this when we have streets that need repaving so badly?!?! Geeze. Get your heads out of your asses and take care of what we have first!

7 months ago

I like the idea of having bike trails throughout as long as they are monitored and safe.

7 months ago

Add pull up bars and work out type stuff along the way

7 months ago

As someone who works over in the Northgate area, I'd love to be able to walk it on my lunch for health reasons

7 months ago

Asheboro NEEDS a greenway badly. There are NO safe roads to ride a bike on or even walk really. Drivers do not pay attention here. It's safer to cross a street in Greensboro than here in asheboro.

7 months ago

I would love a safe place near my home to take my dog for a walk. I think it is definitely time for Asheboro to create a greenway and/or some walking paths and trails that are safe

7 months ago

Please build it and others

7 months ago

SHUT IT DOWN

7 months ago

Love the idea, just hope the community supports this (from a usage standpoint) as often times people choose not to use the municipal spaces because they do not feel safe or it is not in close proximity. The North Asheboro greenway would not be close for us, but if we have a nice place to ride bikes, that is a game changer as today you either drive to Greensboro or Franklinville/Ramseur.

7 months ago

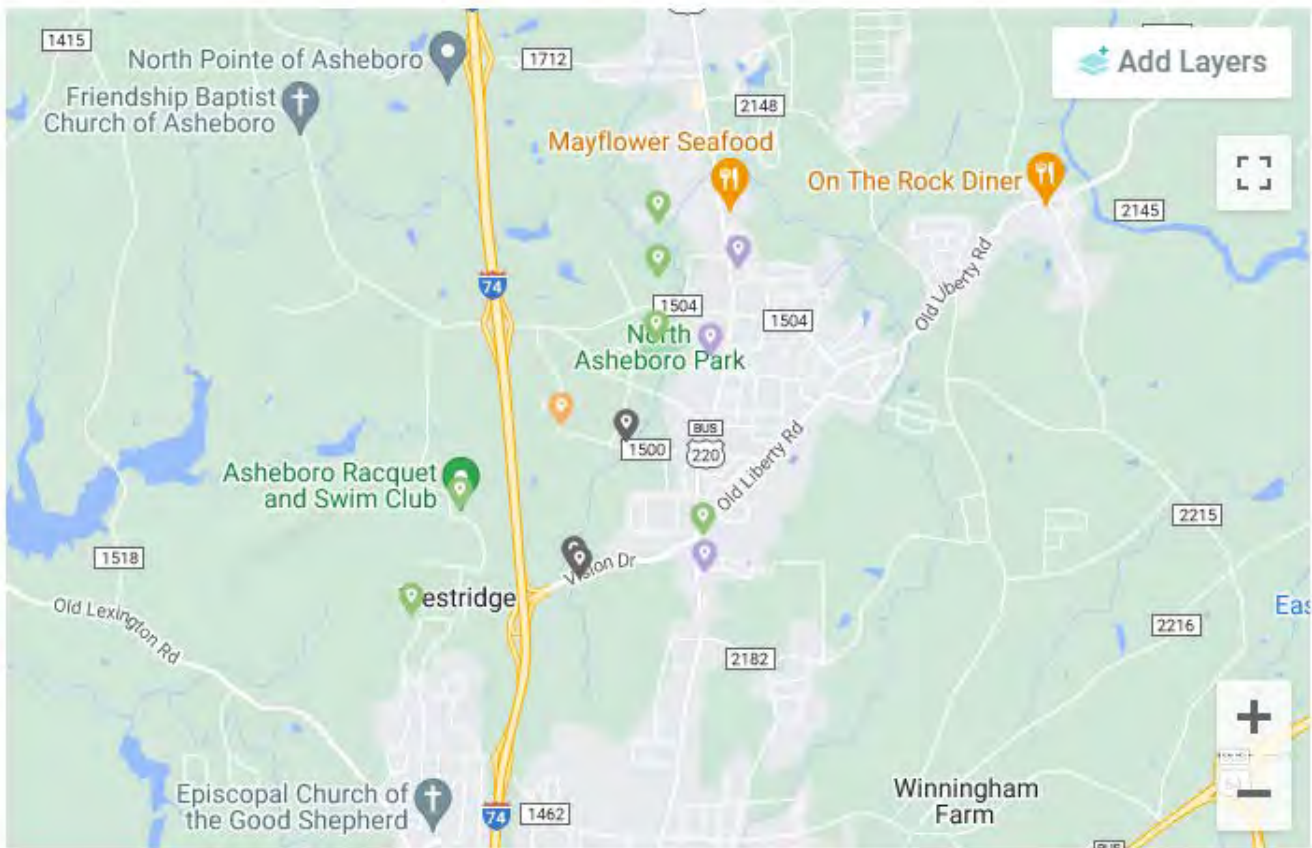
Asheboro/Randolph County are far behind many other cities/counties across the nation in having trails/greenways in place. The longer it takes to get started, the harder it will be to do without invoking eminent domain (which is not likely to happen). Outdoor green spaces are a huge factor in enhancing quality of life.

7 months ago

Please Asheboro Build Greenways!!!

7 months ago

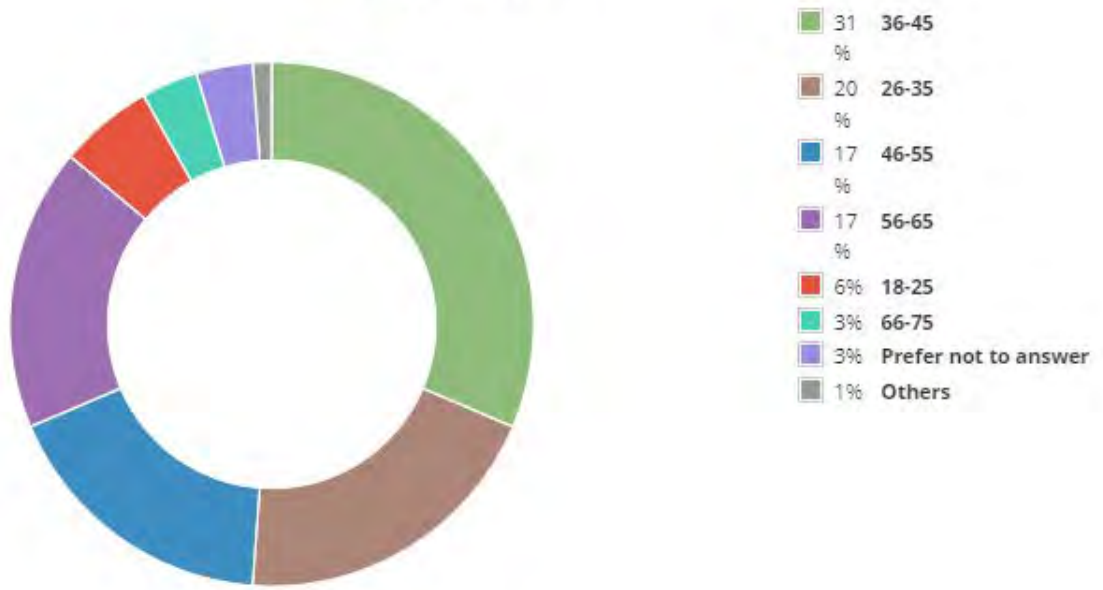
Mark destinations that you would like to access via the proposed North Asheboro Greenway corridor. *Please note: The preliminary study corridor is represented by the green line. The preliminary route shown in the map illustrates the general study area and does not reflect the exact route that may be recommended.*



Mark areas (streets, intersections, neighborhoods, etc.) that need the most pedestrian and bicycle infrastructure improvements along the proposed North Asheboro Greenway corridor. Please note: The preliminary study corridor is represented by the green line. The preliminary route shown in the map illustrates the general study area and does not reflect the exact route that may be recommended.

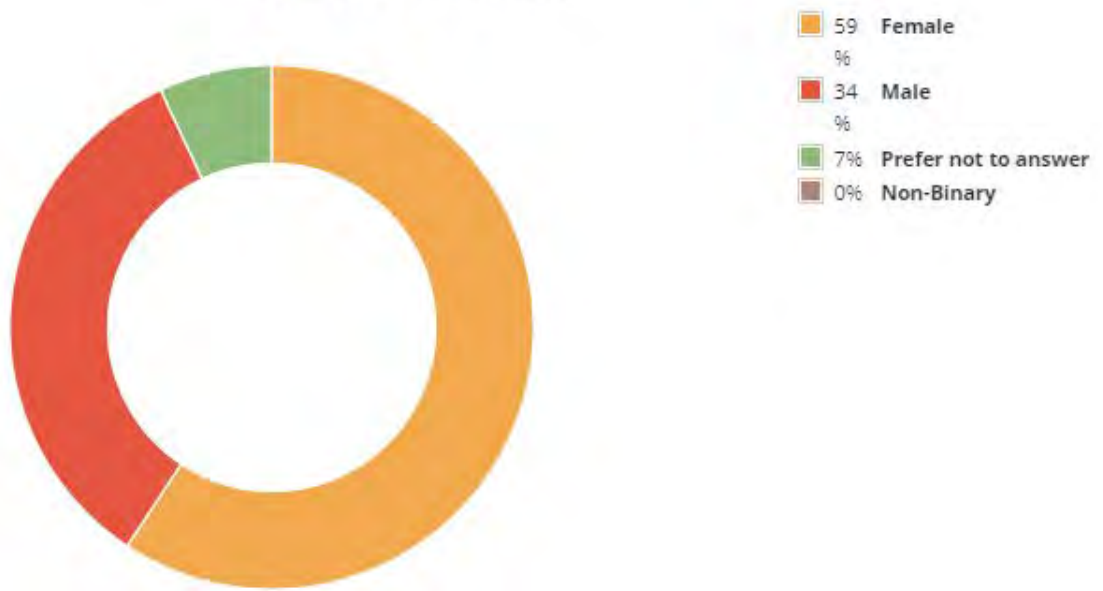


What is your age?



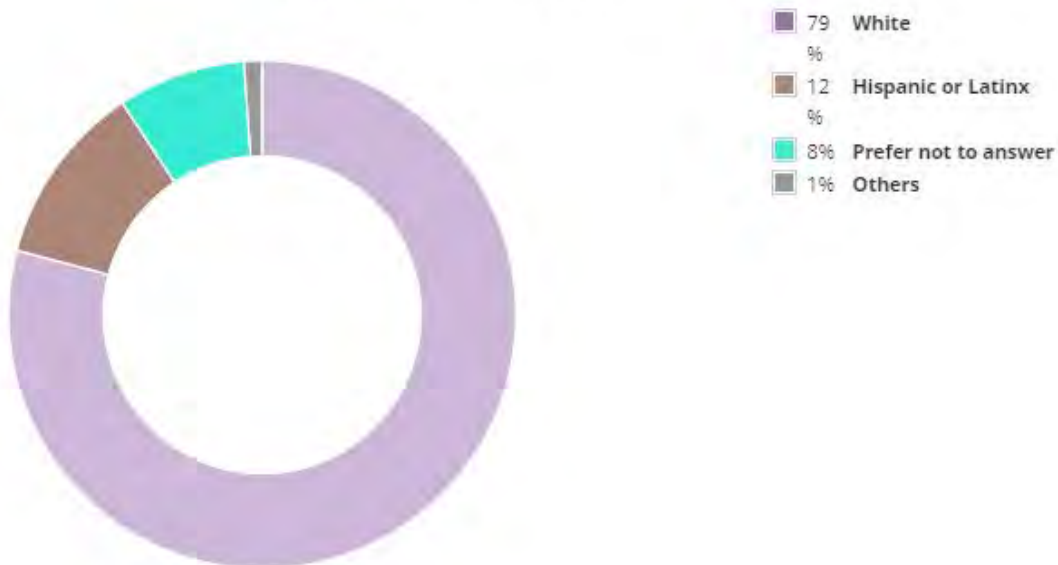
86 respondents

What is your gender?



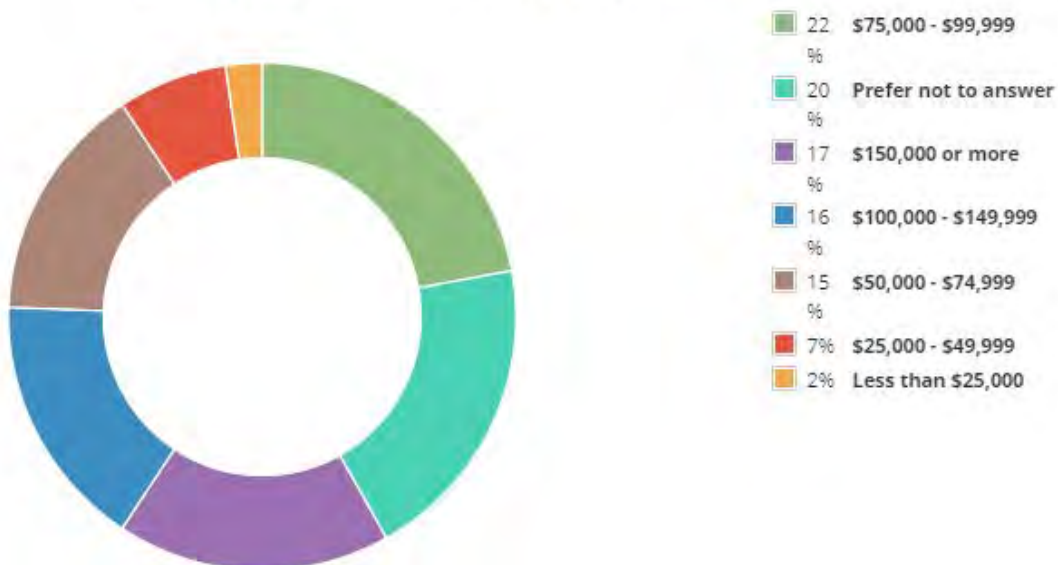
86 respondents

What is your race/ethnicity?



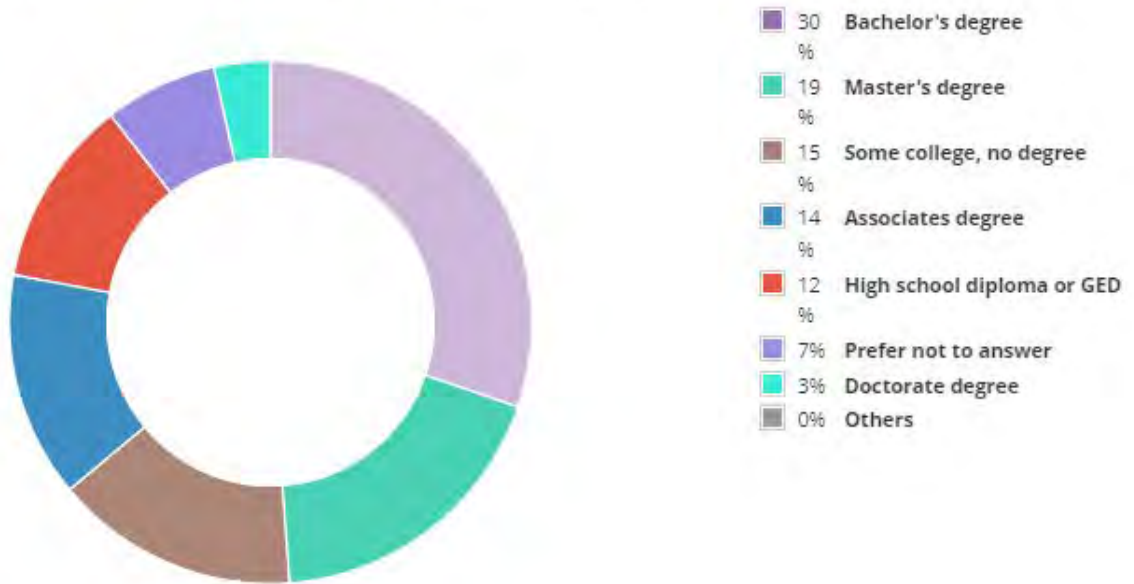
86 respondents

What is your annual household income?



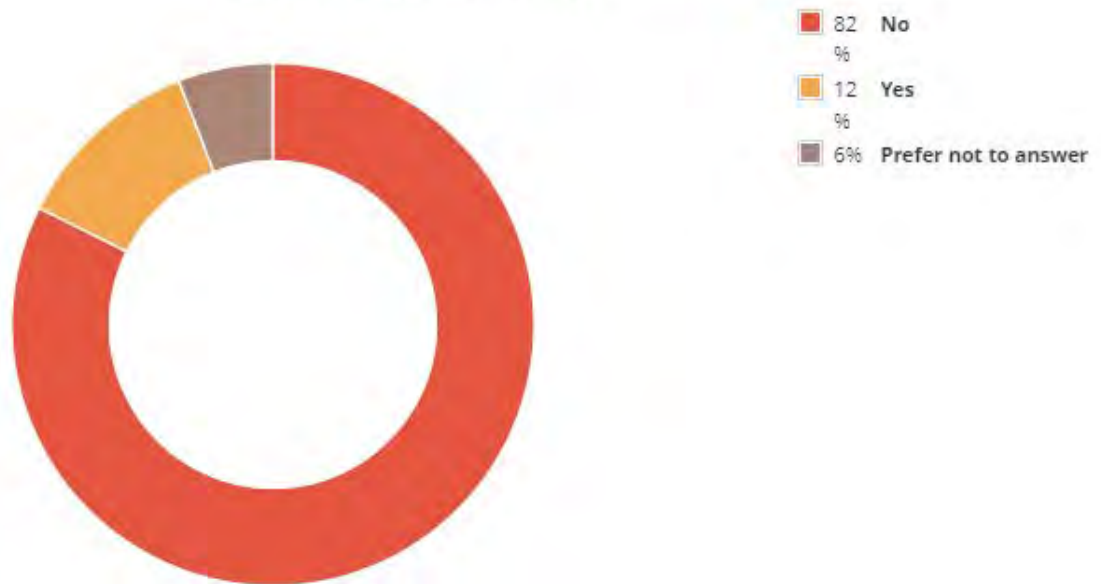
86 respondents

What is the highest level of education you have completed?



86 respondents

Do you have a disability?



85 respondents

What is your relationship to Asheboro? *Select all that apply.*

91%	I live in Asheboro	78 ✓
51%	I own property in Asheboro	44 ✓
45%	I work in Asheboro	39 ✓
26%	I visit/spend time in Asheboro	22 ✓
7%	I own a business in Asheboro	6 ✓
2%	Other (please specify)	2 ✓

86 Respondents

LANDOWNER ENGAGEMENT MATERIALS



August 15, 2023

Current Resident / Owner
address
address

Dear Property Owner,

This letter is to inform you that the City of Asheboro is in the early stages of a feasibility study examining the potential for a trail to be constructed along a portion of Hasketts Creek in northern Asheboro (see enclosed map). You are receiving this letter because you own property in the area of study. As a property owner, it is important to me that you are aware of this planning effort and able to directly contact me should you have any questions or concerns as we begin the study. With this letter, I am providing my contact information and I hope that you will feel free to reach out to me.

In the next several weeks, the city will be requesting public input, including from landowners, regarding the desirability of the trail, but I wanted to ensure that you received notice in advance.

Should the project be determined to be feasible following the study, the city will seek to work only with landowners willing to grant any necessary easements for the trail.

I am available to speak with you about the study by phone, email, or in-person at any time that is convenient for you. The study is expected to take 9-12 months to complete. More information may be found on the Planning and Zoning Department webpage located at asheboronc.gov.

Thank you,

Justin T. Luck
Planning & Zoning Administrator
146 N. Church St.
Asheboro, NC 27203
336-626-1201 x 2392
jluck@ci.asheboro.nc.us

Comments received by the City in response to landowner engagement materials were generally positive, with a few key themes outlined below:

- Concerns with increased traffic associated with a connector to the park and ride lot on W. Balfour Ave.
- A new apartment development adjacent to the study area expressed a desire to include a connection to the greenway alignment on preliminary site plans.
- Several owners expressed concerns with liability for potential issues occurring on the greenway.
- Questions regarding where trail users will park to use the greenway.
- Several parcels in the study area may be sold or redeveloped in the near future.

Appendix D: Cost Estimates

**ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study
SEGMENT SUMMARY**

Segment	Segment Length (mi.)	Cost
3	0.07	\$163,000
4	0.08	\$86,000
6	0.15	\$127,000
7	0.68	\$1,651,000
8	0.43	\$295,000
9	0.37	\$586,000
11	0.03	\$309,000
12	0.04	\$213,000
16	0.28	\$247,000
18A	0.05	\$100,000
18B	0.06	\$115,000
22A	0.03	\$387,000
23	0.25	\$503,000
26	0.31	\$316,000
27	0.28	\$186,000
30	0.03	\$0
31	0.19	\$261,000
32	0.18	\$189,000
34	0.08	\$215,000



Prepared By: BTB Date: 2/2/2024
 Checked By: JAP Date: 2/2/2024
 McAdams Project No: NCD22015.02 Asheboro

Asheboro Feasibility Study

Project Location: Asheboro, NC
 Project Description: 10' Paved Trail Mainline
 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

ROUTE SUMMARY

ROUTE A

Segment	Segment Length (mi.)	Cost
4	0.08	\$86,000.00
7	0.68	\$1,651,000.00
12	0.04	\$213,000.00
16	0.28	\$247,000.00
18B	0.06	\$115,000.00
22A	0.03	\$387,000.00
26	0.31	\$316,000.00
30	0.03	\$0.00
Alternative Total	1.51	\$3,015,000.00

ROUTE A CONNECTIONS

3	0.07	\$163,000.00
9	0.37	\$586,000.00
18A	0.05	\$100,000.00
23	0.25	\$503,000.00
32	0.18	\$189,000.00
34	0.08	\$215,000.00
Connection Total	0.99	\$1,593,000.00

TOTAL Length 2.50
 TOTAL Cost \$4,608,000.00



Prepared By: BTB Date: 2/2/2024
 Checked By: JAP Date: 2/2/2024
 McAdams Project No: NCD22015.02 Asheboro

Asheboro Feasibility Study

Project Location: Asheboro, NC
 Project Description: 10' Paved Trail Mainline
 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

ROUTE SUMMARY

ROUTE B

Segment	Segment Length (mi.)	Cost
4	0.08	\$86,000.00
6	0.15	\$127,000.00
8	0.43	\$295,000.00
11	0.03	\$309,000.00
12	0.04	\$213,000.00
16	0.28	\$247,000.00
18B	0.06	\$115,000.00
22A	0.03	\$387,000.00
26	0.31	\$316,000.00
30	0.03	\$0.00
Alternative Total	1.45	\$2,095,000.00

ROUTE B CONNECTIONS

3	0.07	\$163,000.00
9	0.37	\$586,000.00
18A	0.05	\$100,000.00
23	0.25	\$503,000.00
32	0.18	\$189,000.00
34	0.08	\$215,000.00
Connection Total	0.99	\$1,756,000.00

Total Length		2.44	
Total Cost	\$		3,851,000.00



Prepared By: BTB Date: 2/2/2024
 Checked By: JAP Date: 2/2/2024
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Asheboro Feasibility Study

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 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

SEGMENT 3						
Section	Item Code	Item Description	Quantity	Unit	Unit Price	Cost
800	0000100000-N	MOBILIZATION	1	LS	\$ 5,500.00	\$ 5,500.00
801	0000400000-N	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00
SP	1115000000-E	GEOTEXTILE FOR PAVEMENT STABILIZATION	440	SY	\$ 4.00	\$ 1,760.00
520	1121000000-E	AGGREGATE BASE COURSE	170	TON	\$ 45.00	\$ 7,650.00
610	1519000000-E	ASPHALT CONG SURFACE COURSE, TYPE S9.5B	50	TON	\$ 140.00	\$ 7,000.00
620	1575000000-E	ASPHALT BINDER FOR PLANT MIX	5	TON	\$ 750.00	\$ 3,750.00
SP	6133000000-N	EROSION CONTROL	1	LS	\$ 9,000.00	\$ 9,000.00
SP		COMPREHENSIVE GRADING, SEGMENT 3	1	LS	\$ 80,000.00	\$ 80,000.00

SUBTOTAL \$124,660.00

CONTINGENCY @ 30% \$37,398.00

CONSTRUCTION COST SAY \$163,000

Notes:

- Cost opinion does not include costs for easement or ROW acquisition.
- Cost opinion does not include engineering, geotech, design survey, or construction administration.
- Cost opinion does not include cost for private utility relocations.
- Unit costs used in this cost opinion are representative of typical market costs as best known to the Consultant as of the date of this estimate, and do not account for inflationary cost escalation.
- Quantities used in this cost opinion are approximations based on feasibility study alignments by McAdams dated February 2024 and are subject to revision prior to bid.
- The Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs, as provided here, are made on the basis of the Engineer's experience and qualifications and represent the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable cost prepared for the Owner.



Prepared By: BTB Date: 2/2/2024
 Checked By: JAP Date: 2/2/2024
 McAdams Project No: NCD22015.02 Asheboro

Asheboro Feasibility Study

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 Project Description: 10' Paved Trail Mainline
 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

SEGMENT 4						
Section	Item Code	Item Description	Quantity	Unit	Unit Price	Cost
800	0000100000-N	MOBILIZATION	1	LS	\$ 2,700.00	\$ 2,700.00
801	0000400000-N	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00
SP	1115000000-E	GEOTEXTILE FOR PAVEMENT STABILIZATION	540	SY	\$ 4.00	\$ 2,160.00
520	1121000000-E	AGGREGATE BASE COURSE	210	TON	\$ 45.00	\$ 9,450.00
610	1519000000-E	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	60	TON	\$ 140.00	\$ 8,400.00
620	1575000000-E	ASPHALT BINDER FOR PLANT MIX	5	TON	\$ 750.00	\$ 3,750.00
SP	6133000000-N	EROSION CONTROL	1	LS	\$ 9,000.00	\$ 9,000.00
SP		COMPREHENSIVE GRADING, SEGMENT 4	1	LS	\$ 20,000.00	\$ 20,000.00

SUBTOTAL \$65,460.00

CONTINGENCY @ 30% \$19,638.00

CONSTRUCTION COST SAY \$86,000

Notes:

1. Cost opinion does not include costs for easement or ROW acquisition.
2. Cost opinion does not include engineering, geotech, design survey, or construction administration.
3. Cost opinion does not include cost for private utility relocations.
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Prepared By: BTB Date: 2/2/2024
 Checked By: JAP Date: 2/2/2024
 McAdams Project No: NCD22015.02 Asheboro

Asheboro Feasibility Study

Project Location: Asheboro, NC
 Project Description: 10' Paved Trail Mainline
 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

SEGMENT 6						
Section	Item Code	Item Description	Quantity	Unit	Unit Price	Cost
800	0000100000-N	MOBILIZATION	1	LS	\$ 4,200.00	\$ 4,200.00
801	0000400000-N	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00
SP	1115000000-E	GEOTEXTILE FOR PAVEMENT STABILIZATION	990	SY	\$ 4.00	\$ 3,960.00
520	1121000000-E	AGGREGATE BASE COURSE	390	TON	\$ 45.00	\$ 17,550.00
610	1519000000-E	ASPHALT CONG SURFACE COURSE, TYPE S9.5B	110	TON	\$ 140.00	\$ 15,400.00
620	1575000000-E	ASPHALT BINDER FOR PLANT MIX	10	TON	\$ 750.00	\$ 7,500.00
SP	6133000000-N	EROSION CONTROL	1	LS	\$ 9,000.00	\$ 9,000.00
SP		COMPREHENSIVE GRADING, SEGMENT 6	1	LS	\$ 30,000.00	\$ 30,000.00

SUBTOTAL \$97,610.00

CONTINGENCY @ 30% \$29,283.00

CONSTRUCTION COST SAY \$127,000

Notes:

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Prepared By: BTB Date: 2/2/2024
 Checked By: JAP Date: 2/2/2024
 McAdams Project No: NCD22015.02 Asheboro

Asheboro Feasibility Study

Project Location: Asheboro, NC
 Project Description: 10' Paved Trail Mainline
 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

SEGMENT 7						
Section	Item Code	Item Description	Quantity	Unit	Unit Price	Cost
800	0000100000-N	MOBILIZATION	1	LS	\$ 60,000.00	\$ 60,000.00
801	0000400000-N	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00
SP	1115000000-E	GEOTEXTILE FOR PAVEMENT STABILIZATION	3950	SY	\$ 4.00	\$ 15,800.00
520	1121000000-E	AGGREGATE BASE COURSE	1470	TON	\$ 45.00	\$ 66,150.00
610	1519000000-E	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	410	TON	\$ 140.00	\$ 57,400.00
620	1575000000-E	ASPHALT BINDER FOR PLANT MIX	25	TON	\$ 750.00	\$ 18,750.00
SP	6133000000-N	EROSION CONTROL	1	LS	\$ 9,000.00	\$ 9,000.00
SP		PREFABRICATED PEDESTRIAN BRIDGE (12' WIDE)	70	LF	\$ 4,750.00	\$ 332,500.00
SP		BOARDWALK (10' WIDE, TIMBER PILES, CONCRETE DECKING)	280	LF	\$ 1,500.00	\$ 420,000.00
SP		COMPREHENSIVE GRADING, SEGMENT 7	1	LS	\$ 280,000.00	\$ 280,000.00

SUBTOTAL \$1,269,600.00

CONTINGENCY @ 30% \$380,880.00

CONSTRUCTION COST SAY \$1,651,000

Notes:

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Prepared By: BTB Date: 1/10/2024
 Checked By: JAP Date: 1/10/2024
 McAdams Project No: NCD22015.03 Greensboro

Asheboro Feasibility Study

Project Location: Asheboro, NC
 Project Description: 10' Paved Trail Mainline
 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

SEGMENT 8						
Section	Item Code	Item Description	Quantity	Unit	Unit Price	Cost
800	0000100000-N	MOBILIZATION	1	LS	\$ 10,400.00	\$ 10,400.00
801	0000400000-N	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00
SP	1115000000-E	GEOTEXTILE FOR PAVEMENT STABILIZATION	2810	SY	\$ 4.00	\$ 11,240.00
520	1121000000-E	AGGREGATE BASE COURSE	1090	TON	\$ 45.00	\$ 49,050.00
610	1519000000-E	ASPHALT CONG SURFACE COURSE, TYPE S9.5B	300	TON	\$ 140.00	\$ 42,000.00
620	1575000000-E	ASPHALT BINDER FOR PLANT MIX	20	TON	\$ 750.00	\$ 15,000.00
SP	6133000000-N	EROSION CONTROL	1	LS	\$ 9,000.00	\$ 9,000.00
SP		COMPREHENSIVE GRADING, SEGMENT 8	1	LS	\$ 80,000.00	\$ 80,000.00

SUBTOTAL \$226,690.00

CONTINGENCY @ 30% \$68,007.00

CONSTRUCTION COST SAY \$295,000

Notes:

- Cost opinion does not include costs for easement or ROW acquisition.
- Cost opinion does not include engineering, geotech, design survey, or construction administration.
- Cost opinion does not include cost for private utility relocations.
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Prepared By: BTB Date: 2/2/2024
 Checked By: JAP Date: 2/2/2024
 McAdams Project No: NCD22015.02 Asheboro

Asheboro Feasibility Study

Project Location: Asheboro, NC
 Project Description: 10' Paved Trail Mainline
 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

SEGMENT 9						
Section	Item Code	Item Description	Quantity	Unit	Unit Price	Cost
800	0000100000-N	MOBILIZATION	1	LS	\$ 21,000.00	\$ 21,000.00
801	0000400000-N	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00
SP	1115000000-E	GEOTEXTILE FOR PAVEMENT STABILIZATION	180	SY	\$ 4.00	\$ 720.00
520	1121000000-E	AGGREGATE BASE COURSE	70	TON	\$ 45.00	\$ 3,150.00
610	1519000000-E	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	20	TON	\$ 140.00	\$ 2,800.00
620	1575000000-E	ASPHALT BINDER FOR PLANT MIX	5	TON	\$ 750.00	\$ 3,750.00
846	2549000000-E	2'-6" CONCRETE CURB & GUTTER	175	LF	\$ 35.00	\$ 6,125.00
848	2760000000-N	6" CONCRETE DRIVEWAY	3	EA	\$ 7,500.00	\$ 22,500.00
SP	4457000000-N	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 10,000.00	\$ 10,000.00
SP	6133000000-N	EROSION CONTROL	1	LS	\$ 9,000.00	\$ 9,000.00
SP		6" CLASS B CONCRETE (REINFORCED)	2350	SY	\$ 90.00	\$ 211,500.00
SP		AT-GRADE CROSSING	1	EA	\$ 10,000.00	\$ 10,000.00
SP		COMPREHENSIVE GRADING, SEGMENT 9	1	LS	\$ 30,000.00	\$ 30,000.00
SP		RAILROAD IMPROVEMENTS (W BAILEY ST)	1	LS	\$ 110,000.00	\$ 110,000.00

SUBTOTAL \$450,545.00

CONTINGENCY @ 30% \$135,163.50

CONSTRUCTION COST SAY \$586,000

Notes:

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 Checked By: JAP Date: 2/2/2024
 McAdams Project No: NCD2015.02 Asheboro

Asheboro Feasibility Study

Project Location: Asheboro, NC
 Project Description: 10' Paved Trail Mainline
 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

SEGMENT 11						
Section	Item Code	Item Description	Quantity	Unit	Unit Price	Cost
800	0000100000-N	MOBILIZATION	1	LS	\$ 10,900.00	\$ 10,900.00
801	0000400000-N	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00
SP	1115000000-E	GEOTEXTILE FOR PAVEMENT STABILIZATION	150	SY	\$ 4.00	\$ 600.00
520	1121000000-E	AGGREGATE BASE COURSE	60	TON	\$ 45.00	\$ 2,700.00
610	1519000000-E	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	20	TON	\$ 140.00	\$ 2,800.00
620	1575000000-E	ASPHALT BINDER FOR PLANT MIX	5	TON	\$ 750.00	\$ 3,750.00
SP	6133000000-N	EROSION CONTROL	1	LS	\$ 9,000.00	\$ 9,000.00
SP		LOW WATER CROSSING BRIDGE (10' WIDE, CONCRETE DECKING)	50	LF	\$ 3,750.00	\$ 187,500.00
SP		COMPREHENSIVE GRADING, SEGMENT 11	1	LS	\$ 10,000.00	\$ 10,000.00

SUBTOTAL \$237,250.00

CONTINGENCY @ 30% \$71,175.00

CONSTRUCTION COST SAY \$309,000

Notes:

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 McAdams Project No: NCD22015.02 Asheboro

Asheboro Feasibility Study

Project Location: Asheboro, NC
 Project Description: 10' Paved Trail Mainline
 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

SEGMENT 12						
Section	Item Code	Item Description	Quantity	Unit	Unit Price	Cost
800	0000100000-N	MOBILIZATION	1	LS	\$ 7,300.00	\$ 7,300.00
801	0000400000-N	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00
SP	6133000000-N	EROSION CONTROL	1	LS	\$ 9,000.00	\$ 9,000.00
SP	8847000000-E	GENERIC RETAINING WALL ITEM	810	SF	\$ 120.00	\$ 97,200.00
SP		6" CLASS B CONCRETE (REINFORCED)	330	SY	\$ 90.00	\$ 29,700.00
SP		COMPREHENSIVE GRADING, SEGMENT 12	1	LS	\$ 10,000.00	\$ 10,000.00

SUBTOTAL \$163,200.00

CONTINGENCY @ 30% \$48,960.00

CONSTRUCTION COST SAY \$213,000

Notes:

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 Checked By: JAP Date: 2/2/2024
 McAdams Project No: NCD22015.02 Asheboro

Asheboro Feasibility Study

Project Location: Asheboro, NC
 Project Description: 10' Paved Trail Mainline
 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

SEGMENT 16						
Section	Item Code	Item Description	Quantity	Unit	Unit Price	Cost
800	0000100000-N	MOBILIZATION	1	LS	\$ 8,600.00	\$ 8,600.00
801	0000400000-N	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00
SP	1115000000-E	GEOTEXTILE FOR PAVEMENT STABILIZATION	1830	SY	\$ 4.00	\$ 7,320.00
520	1121000000-E	AGGREGATE BASE COURSE	710	TON	\$ 45.00	\$ 31,950.00
610	1519000000-E	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	190	TON	\$ 140.00	\$ 26,600.00
620	1575000000-E	ASPHALT BINDER FOR PLANT MIX	15	TON	\$ 750.00	\$ 11,250.00
SP	2474000000-N	DRAINAGE	1	LS	\$ 5,000.00	\$ 5,000.00
SP	6133000000-N	EROSION CONTROL	1	LS	\$ 9,000.00	\$ 9,000.00
SP		COMPREHENSIVE GRADING, SEGMENT 16	1	LS	\$ 80,000.00	\$ 80,000.00

SUBTOTAL \$189,720.00

CONTINGENCY @ 30% \$56,916.00

CONSTRUCTION COST SAY \$247,000

Notes:

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Asheboro Feasibility Study

Project Location: Asheboro, NC
 Project Description: 10' Paved Trail Mainline
 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

SEGMENT 18A						
Section	Item Code	Item Description	Quantity	Unit	Unit Price	Cost
800	0000100000-N	MOBILIZATION	1	LS	\$ 3,200.00	\$ 3,200.00
801	0000400000-N	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00
846	2549000000-E	2'-6" CONCRETE CURB & GUTTER	255	LF	\$ 35.00	\$ 8,925.00
SP	4457000000-N	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00
SP	6133000000-N	EROSION CONTROL	1	LS	\$ 9,000.00	\$ 9,000.00
SP		6" CLASS B CONCRETE (REINFORCED)	340	SY	\$ 90.00	\$ 30,600.00
SP		COMPREHENSIVE GRADING, SEGMENT 18A	1	LS	\$ 10,000.00	\$ 10,000.00

SUBTOTAL \$76,725.00

CONTINGENCY @ 30% \$23,017.50

CONSTRUCTION COST SAY \$100,000

Notes:

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 Checked By: JAP Date: 2/2/2024
 McAdams Project No: NCD22015.02 Asheboro

Asheboro Feasibility Study

Project Location: Asheboro, NC
 Project Description: 10' Paved Trail Mainline
 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

SEGMENT 18B						
Section	Item Code	Item Description	Quantity	Unit	Unit Price	Cost
800	0000100000-N	MOBILIZATION	1	LS	\$ 3,800.00	\$ 3,800.00
801	0000400000-N	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00
SP	1115000000-E	GEOTEXTILE FOR PAVEMENT STABILIZATION	370	SY	\$ 4.00	\$ 1,480.00
520	1121000000-E	AGGREGATE BASE COURSE	150	TON	\$ 45.00	\$ 6,750.00
610	1519000000-E	ASPHALT CONG SURFACE COURSE, TYPE S9.5B	40	TON	\$ 140.00	\$ 5,600.00
620	1575000000-E	ASPHALT BINDER FOR PLANT MIX	5	TON	\$ 750.00	\$ 3,750.00
SP	4457000000-N	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00
SP	6133000000-N	EROSION CONTROL	1	LS	\$ 9,000.00	\$ 9,000.00
SP		PAVEMENT MARKINGS	1	LS	\$ 2,500.00	\$ 2,500.00
SP		MID-BLOCK CROSSING (WITH RFB)	1	EA	\$ 30,000.00	\$ 30,000.00
SP		COMPREHENSIVE GRADING, SEGMENT 18B	1	LS	\$ 10,000.00	\$ 10,000.00

SUBTOTAL \$87,880.00

CONTINGENCY @ 30% \$26,364.00

CONSTRUCTION COST SAY \$115,000

Notes:

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 Checked By: JAP Date: 2/2/2024
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Asheboro Feasibility Study

Project Location: Asheboro, NC
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 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

SEGMENT 22A						
Section	Item Code	Item Description	Quantity	Unit	Unit Price	Cost
800	0000100000-N	MOBILIZATION	1	LS	\$ 13,700.00	\$ 13,700.00
801	0000400000-N	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00
SP	1115000000-E	GEOTEXTILE FOR PAVEMENT STABILIZATION	130	SY	\$ 4.00	\$ 520.00
520	1121000000-E	AGGREGATE BASE COURSE	50	TON	\$ 45.00	\$ 2,250.00
610	1519000000-E	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	20	TON	\$ 140.00	\$ 2,800.00
620	1575000000-E	ASPHALT BINDER FOR PLANT MIX	5	TON	\$ 750.00	\$ 3,750.00
SP	6133000000-N	EROSION CONTROL	1	LS	\$ 9,000.00	\$ 9,000.00
SP		LOW WATER CROSSING BRIDGE (10' WIDE, CONCRETE DECKING)	60	LF	\$ 3,750.00	\$ 225,000.00
SP		COMPREHENSIVE GRADING, SEGMENT 22A	1	LS	\$ 30,000.00	\$ 30,000.00

SUBTOTAL \$297,020.00

CONTINGENCY @ 30% \$89,106.00

CONSTRUCTION COST SAY \$387,000

Notes:

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 Checked By: JAP Date: 2/2/2024
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Asheboro Feasibility Study

Project Location: Asheboro, NC
 Project Description: 10' Paved Trail Mainline
 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

SEGMENT 23						
Section	Item Code	Item Description	Quantity	Unit	Unit Price	Cost
800	0000100000-N	MOBILIZATION	1	LS	\$ 18,000.00	\$ 18,000.00
801	0000400000-N	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00
SP	1115000000-E	GEOTEXTILE FOR PAVEMENT STABILIZATION	130	SY	\$ 4.00	\$ 520.00
520	1121000000-E	AGGREGATE BASE COURSE	50	TON	\$ 45.00	\$ 2,250.00
610	1519000000-E	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	20	TON	\$ 140.00	\$ 2,800.00
620	1575000000-E	ASPHALT BINDER FOR PLANT MIX	5	TON	\$ 750.00	\$ 3,750.00
846	2549000000-E	2'-6" CONCRETE CURB & GUTTER	1225	LF	\$ 35.00	\$ 42,875.00
848	2760000000-N	6" CONCRETE DRIVEWAY	5	EA	\$ 7,500.00	\$ 37,500.00
SP	4457000000-N	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 20,000.00	\$ 20,000.00
SP	6133000000-N	EROSION CONTROL	1	LS	\$ 9,000.00	\$ 9,000.00
SP		PAVEMENT MARKINGS	1	LS	\$ 2,500.00	\$ 2,500.00
SP		6" CLASS B CONCRETE (REINFORCED)	1640	SY	\$ 90.00	\$ 147,600.00
SP		AT-GRADE CROSSING	4	EA	\$ 10,000.00	\$ 40,000.00
SP		COMPREHENSIVE GRADING, SEGMENT 23	1	LS	\$ 20,000.00	\$ 20,000.00
SP		DRAINAGE IMPROVEMENTS	1	LS	\$ 25,000.00	\$ 25,000.00
SP		SIGNAGE	1	LS	\$ 5,000.00	\$ 5,000.00

SUBTOTAL \$386,795.00

CONTINGENCY @ 30% \$116,038.50

CONSTRUCTION COST SAY **\$503,000**

Notes:

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Prepared By: BTB Date: 2/2/2024
 Checked By: JAP Date: 2/2/2024
 McAdams Project No: NCD22015.02 Asheboro

Asheboro Feasibility Study

Project Location: Asheboro, NC
 Project Description: 10' Paved Trail Mainline
 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

SEGMENT 26						
Section	Item Code	Item Description	Quantity	Unit	Unit Price	Cost
800	0000100000-N	MOBILIZATION	1	LS	\$ 11,100.00	\$ 11,100.00
801	0000400000-N	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00
SP	1115000000-E	GEOTEXTILE FOR PAVEMENT STABILIZATION	1520	SY	\$ 4.00	\$ 6,080.00
520	1121000000-E	AGGREGATE BASE COURSE	590	TON	\$ 45.00	\$ 26,550.00
610	1519000000-E	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	160	TON	\$ 140.00	\$ 22,400.00
620	1575000000-E	ASPHALT BINDER FOR PLANT MIX	10	TON	\$ 750.00	\$ 7,500.00
SP	6133000000-N	EROSION CONTROL	1	LS	\$ 9,000.00	\$ 9,000.00
SP		COMPREHENSIVE GRADING, SEGMENT 26	1	LS	\$ 150,000.00	\$ 150,000.00

SUBTOTAL \$242,630.00

CONTINGENCY @ 30% \$72,789.00

CONSTRUCTION COST SAY \$316,000

Notes:

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2. Cost opinion does not include engineering, geotech, design survey, or construction administration.
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 Checked By: JAP Date: 2/2/2024
 McAdams Project No: NCD22015.02 Asheboro

Asheboro Feasibility Study

Project Location: Asheboro, NC
 Project Description: 10' Paved Trail Mainline
 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

SEGMENT 31						
Section	Item Code	Item Description	Quantity	Unit	Unit Price	Cost
800	0000100000-N	MOBILIZATION	1	LS	\$ 9,100.00	\$ 9,100.00
801	0000400000-N	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00
SP	1115000000-E	GEOTEXTILE FOR PAVEMENT STABILIZATION	1240	SY	\$ 4.00	\$ 4,960.00
520	1121000000-E	AGGREGATE BASE COURSE	480	TON	\$ 45.00	\$ 21,600.00
610	1519000000-E	ASPHALT CONG SURFACE COURSE, TYPE S9.5B	130	TON	\$ 140.00	\$ 18,200.00
620	1575000000-E	ASPHALT BINDER FOR PLANT MIX	10	TON	\$ 750.00	\$ 7,500.00
SP	6133000000-N	EROSION CONTROL	1	LS	\$ 9,000.00	\$ 9,000.00
SP		COMPREHENSIVE GRADING, SEGMENT 30	1	LS	\$ 120,000.00	\$ 120,000.00

SUBTOTAL \$200,360.00

CONTINGENCY @ 30% \$60,108.00

CONSTRUCTION COST SAY \$261,000

Notes:

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Prepared By: BTB Date: 2/2/2024
 Checked By: JAP Date: 2/2/2024
 McAdams Project No: NCD22015.02 Asheboro

Asheboro Feasibility Study

Project Location: Asheboro, NC
 Project Description: 10' Paved Trail Mainline
 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

SEGMENT 32						
Section	Item Code	Item Description	Quantity	Unit	Unit Price	Cost
800	0000100000-N	MOBILIZATION	1	LS	\$ 6,500.00	\$ 6,500.00
801	0000400000-N	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00
SP	1115000000-E	GEOTEXTILE FOR PAVEMENT STABILIZATION	1150	SY	\$ 4.00	\$ -4,600.00
520	1121000000-E	AGGREGATE BASE COURSE	450	TON	\$ 45.00	\$ 20,250.00
610	1519000000-E	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	120	TON	\$ 140.00	\$ 16,800.00
620	1575000000-E	ASPHALT BINDER FOR PLANT MIX	10	TON	\$ 750.00	\$ 7,500.00
SP	6133000000-N	EROSION CONTROL	1	LS	\$ 9,000.00	\$ 9,000.00
SP		COMPREHENSIVE GRADING, SEGMENT 31	1	LS	\$ 70,000.00	\$ 70,000.00

SUBTOTAL \$144,650.00

CONTINGENCY @ 30% \$43,395.00

CONSTRUCTION COST SAY \$189,000

Notes:

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 Checked By: JAP Date: 2/2/2024
 McAdams Project No: NCD22015.02 Asheboro

Asheboro Feasibility Study

Project Location: Asheboro, NC
 Project Description: 10' Paved Trail Mainline
 Client: Asheboro
 Client Project No.

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION - Feasibility Study

SEGMENT 34						
Section	Item Code	Item Description	Quantity	Unit	Unit Price	Cost
800	0000100000-N	MOBILIZATION	1	LS	\$ 7,400.00	\$ 7,400.00
801	0000400000-N	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00
520	1121000000-E	AGGREGATE BASE COURSE	100	TON	\$ 45.00	\$ 4,500.00
610	1503000000-E	ASPHALT CONC INTERMEDIATE COURSE, TYPE 119.0C	10	TON	\$ 150.00	\$ 1,500.00
610	1519000000-E	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	10	TON	\$ 140.00	\$ 1,400.00
620	1575000000-E	ASPHALT BINDER FOR PLANT MIX	5	TON	\$ 750.00	\$ 3,750.00
846	2549000000-E	2'-6" CONCRETE CURB & GUTTER	420	LF	\$ 35.00	\$ 14,700.00
SP	4457000000-N	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00
SP	6133000000-N	EROSION CONTROL	1	LS	\$ 9,000.00	\$ 9,000.00
SP		PAVEMENT MARKINGS	1	LS	\$ 2,500.00	\$ 2,500.00
SP		6" CLASS B CONCRETE (REINFORCED)	560	SY	\$ 90.00	\$ 50,400.00
SP		MID-BLOCK CROSSING	1	EA	\$ 15,000.00	\$ 15,000.00
SP		COMPREHENSIVE GRADING, SEGMENT 34	1	LS	\$ 10,000.00	\$ 10,000.00
SP		DRAINAGE IMPROVEMENTS	1	LS	\$ 25,000.00	\$ 25,000.00
SP		SIGNAGE	1	LS	\$ 5,000.00	\$ 5,000.00

SUBTOTAL \$165,150.00

CONTINGENCY @ 30% \$49,545.00

CONSTRUCTION COST SAY \$215,000

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

MEETING DATE: THURSDAY, MAY 2, 2024

MEETING TIME: 7:00 P.M.

LOCATION: COUNCIL CHAMBER ON THE 2ND FLOOR OF
ASHEBORO CITY HALL,
146 NORTH CHURCH STREET,
ASHEBORO, NORTH CAROLINA 27203

At 7:00 p.m. on Thursday, May 2, 2024, the Asheboro City Council will convene for a special meeting in the council chamber located on the 2nd floor of Asheboro City Hall, 146 N. Church Street, Asheboro, North Carolina 27203. A special meeting has been called to address the topics listed below.

1. The city's elected officials will engage with the city manager and finance director in a budget workshop focused on the city's water and sewer fund.
2. In addition to near-term budgeting issues, long-term planning for both the water supply and distribution system and the wastewater collection and treatment system will be discussed. The potential for interlocal cooperation and regionalization of these public enterprise systems will be points of focus.
3. The special meeting will provide an opportunity for updates and any action items that may be needed in advance of the grand opening of the ZooCity Sportsplex on May 4, 2024.
4. During the special meeting, the city council may also enter into closed session to consult with the city attorney about matters that fall within the attorney-client privilege.

This special city council meeting will be primarily conducted in open session, and anyone who wishes to attend the meeting is welcome. This meeting notice was issued on the 26th day of April, 2024.

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

#

**SPECIAL MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, MAY 2, 2024
7:00 P.M.**

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

Walker B. Moffitt) – Mayor Pro Tempore Presiding

Clark R. Bell)

Edward J. Burks)

Kelly L. Heath) – Council Members Present

William N. McCaskill)

Charles A. Swiers)

David H. Smith) – Mayor Absent

W. Joseph Trogdon, Jr.) – Council Member Absent

John N. Ogburn, III, City Manager
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Michael D. Rhoney, PE, Water Resources Director
Jonathan M. Sermon, Recreation Services Director
Jeffrey C. Sugg, City Attorney

1. Call to Order

Mayor Pro Tempore Moffitt called the meeting to order for the transaction of business, and business was transacted as follows.

2. Water and Sewer Fund Discussion

(a) Update on Near Term and Long-Term Issues for Both the Water Supply and Distribution System and the Wastewater and Collection and Treatment System

Water Resources Director Michael Rhoney, PE utilized a slide show presentation and gave an overview of the regionalization project that is underway pursuant to Session Law 2023-134. The regional water and wastewater infrastructure concept plan began on May 1, 2024, and involves the Highway 421 Corridor. The regionalization of the water and wastewater infrastructure which would involve extensive collaboration between the Piedmont Triad Regional Water Authority and local governments such as the City of Asheboro, would ensure that the area is equipped to manage the current economic development.

Additionally, Mr. Rhoney gave an overview of the Wolfsped project. A water line would be extended from Meadowbrook to U.S. 64 in order to meet the needs of the Eastern Randolph Water District and Wolfsped. The City of Asheboro will sell water to the Eastern Randolph Water District, and the Eastern Randolph Water District will sell water to Siler City. Wolfsped will be Siler City's customer.

No formal action was taken during this portion of the meeting.

(b) Presentation of the Proposed FY 2024-2025 Water and Wastewater Enterprise Fund Budget

Finance Director Deborah Reaves utilized a slide show to present details and highlights of the proposed water and wastewater enterprise fund budget for fiscal year 2024-2025. The proposed budget is balanced at \$24,843,717.

During her presentation, Ms. Reaves highlighted the following expenditures:

- 2.5% COLA effective January 1, 2025
- \$7,833,771 in salaries and fringe benefits
- \$151,173 for workers compensation and property insurance
- \$706,466 for debt service
- \$548,000 in capital outlay that qualifies for financing
- \$60,000 in capital outlay equipment that will not be financed
- \$1,158,500 for utilities
- \$1,168,800 in maintenance and repair of equipment
- \$1,452,000 for chemicals
- \$175,000 for meter replacement

- \$56,950 in permits, fees, and certifications
- \$191,200 in professional service for compliance assistance with changing regulations
- \$6,682,000 in contracted services
- \$500,000 for Lake Bunch intake
- \$350,000 for Lake Reese Generator
- \$500,000 to replace valves in NIT pump station
- \$200,000 to replace soft start for AB blowers
- \$500,000 Lift Station #14 – Uwharrie Schools and JB Davis Development
- \$500,000 Lift Station #6 – gravity lines for 2- 400 unit developments
- \$50,000 Lift Station # 17 – wet well rehab
- \$20,000 Lift Station #15 – pump repair to improve capacity
- \$2.7M Lift Station #3
- \$150,000 Lift Station #27
- \$150,000 Lift Station #7 replacement
- \$280,000 Lift Station for the agriculture center

During her presentation, Ms. Reaves initiated a discussion for possible rate changes. These rate changes would provide the resources for operations and needed maintenance and repairs in the water and sewer operating and treatment systems.

During the April 7, 2022 city council meeting, the council received a final report and findings from Freese & Nichols, Inc. who performed an asset inventory of the City of Asheboro Water and Sewer operation. This report details upcoming plant and equipment maintenance and repair issues costing approximately \$150,000,000. Some of these items include, but are not limited to, the following:

- \$300,000 to Rehab Clarifier #3
- \$305,000 to add/upgrade/rehab lift stations to address safety issues and capacity issues
- \$2,140,000 to add a lift station on Presnell Street to support economic development along the Highway 64 corridor and support the Randolph County Agricultural Center
- \$500,000 to replace the force main at Lift Station #23 due to leachate being pumped to this location and growing demand for sewer in the area

A special meeting will be held on May 16, 2024 in order to discuss the proposed general fund for fiscal year 2024-2025. A public hearing on the proposed budget will be held on June 6, 2024 during the regular city council meeting. A copy of the proposed annual budget for fiscal year 2024-2025, as well as the slide show utilized by Ms. Reaves during this special meeting, is on file in the city clerk's office.

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

3. Motion to go into Closed Session

Council Member Bell moved, and Council Member Burks seconded the motion, to go into closed session pursuant to Section 143-318.11(a)(3) of the North Carolina General Statutes, in order to discuss with the city attorney a matter that falls within the attorney-client privilege. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. There were no dissenting votes.

4. Return to Open Session

At approximately 8:56 p.m., the council returned to open session. City Manager John Ogburn announced that the grand opening for the Zoo City Sportsplex is scheduled for May 4, 2024, at 11:00 a.m.

In preparation for the grand opening of the sportsplex, the city council was asked to take action on a proposed exclusive naming rights agreement by and between the City

of Asheboro and The Moses H. Cone Memorial Hospital Operating Corporation. A hard copy of the proposed agreement had been provided to the governing board members for their review.

After considering the obligations and benefits of the proposed naming rights agreement, Council Member Bell moved, and Council Member Burks seconded the motion, to approve the proposed agreement and to authorize the execution of the legal instrument by city officials on behalf of the municipal corporation. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. There were no dissenting votes.

[A copy of the approved agreement is on file in the city clerk's office.]

There being no further business, the meeting was adjourned at 9:03 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, MAY 9, 2024
7:00 P.M.**

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
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Michael L. Leonard, PE, City Engineer
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Jonathan M. Sermon, Recreation Services Director
Jeffrey C. Sugg, City Attorney
Tammy M. Williams, Engineering Assistant

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. Discussion of the Loss of Pandemic Related Federal Funding and the Impact on Asheboro's Childcare Centers

Randolph County Partnership for Children Finance Director Julie Fowler discussed the impending child care crisis within the community as a whole. The childcare stabilization grant will end June 2024. The loss of pandemic related federal funding has forced some child care centers to close within Randolph County.

Ms. Fowler extended an invitation to the council members to attend a discussion on May 22, 2024 at Pinewood Country Club in order to address the ongoing childcare shortage crisis. No formal action was taken by the council during this portion of the meeting.

5. Review of the StrEATery Event

Downtown Asheboro Inc Executive Director Addie Corder reported on the most recent StrEATery Event that was held on April 20, 2024. Approximately 1,500 people

attended the event, with approximately 14,000 visitors at the NC Zoo. With the success of the high attendance at the event, Ms. Corder hopes that the event will be held again in the future.

6. Introduction of the City of Asheboro's Public Information Officer

Community Development Director Trevor Nuttall introduced the city's new public information officer. Alyssa Chapuis is the new public information officer, and she will be working with the city's community development division.

7. Police Department Annual Report

Police Chief Robbie Brown presented an overview of the Asheboro Police Department's activities during 2023. During his presentation, Chief Brown noted there were a total of 31,510 calls for service.

No council action was requested under this agenda item, and none was taken. A copy of the police department's annual report is on file in the city clerk's office.

8. Request for Authorization to Execute a Memorandum of Understanding with the Atlanta-Carolinas High Intensity Drug Trafficking Area Multi-Jurisdictional Public Safety Program

The Atlanta-Carolinas High Intensity Drug Trafficking Area (AC-HIDTA) is a multi-jurisdictional public safety program that was established to reduce drug trafficking and production in the United States. The AC-HIDTA is managed under the Executive Board. The AC-HIDTA Executive Board is comprised of in excess of 120 law enforcement Executives, from Georgia, South Carolina, and North Carolina; representing federal agencies, and state/local and tribal agencies. Their direction and policies are administered on a daily basis by the AC-HIDTA Director.

The AC-HIDTA LPR Database was formed in support of this mission, under leadership of the AC-HIDTA, its Executive Board, and regional stakeholders, to develop, establish, and maintain an integrated system of information technology that maximizes the sharing of data and communication between Member Agencies in support of law enforcement and public safety, while maintaining the confidentiality of privileged or otherwise protected information shared through the system, and protecting privacy and civil liberties in accordance with applicable law.

Member agencies agree to work together in a variety of ways to facilitate sharing data in an effort to promote and improve the data sharing capabilities of the respective member agencies and the AC-HIDTA LPR Database.

In order to fully participate in the above-described public safety program, Chief Brown requested authorization from the council to execute a memorandum of understanding with AC-HIDTA. Council Member Bell moved, and Council Member Heath seconded the motion to authorize Chief Brown to execute said memorandum. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

9. Consent Agenda

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

(a) Approval of the City Council Meeting Minutes for April 4, 2024

The meeting minutes for the city council's regular meeting on April 4, 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) Approval of the City Council Meeting Minutes for April 12, 2024

The meeting minutes for the city council's special meeting on April 12, 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.

(c) Acknowledgement of the Receipt from the Asheboro ABC Board of its Meeting Minutes for March 4, 2024

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

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

The report listing the major subdivision (Windcrest Acres, Section 4) that was administratively approved was received and distributed to the elected officials. A copy of the report is on file in the city clerk's office and the community development division.

(e) Acknowledgement of the Receipt of the Annual Report Concerning the City of Asheboro Planning Board Activities, Expenditures, and Budget Estimates

A memorandum from Michael O'Kelley, who is the Planning Board Chairman, was received and distributed to the elected officials. The memorandum summarizes the Planning Board's activities since July 1, 2023, including an analysis of the expenditures to date for the current fiscal year and the anticipated funds needed for operation during the ensuing year.

A copy of the memorandum is on file in the city clerk's office and the community development division.

(f) Approval of an Audit Contract with Thompson, Price, Scott, Adams & Co., P.A. for the fiscal year ending June 30, 2024

A copy of the approved audit contract is on file in the finance department and the city clerk's office.

(g) Approval of an Ordinance to Amend the General Fund to Allocate Funding for Insurance Costs

13 ORD 5-24

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2023-2024**

WHEREAS, The City of Asheboro is self funded for health insurance.

WHEREAS, the City Council of the City of Asheboro allocated funding for the 2023- 2024 fiscal year in the annual adopted budgets passed on June 23rd, 2023.

WHEREAS, the current fiscal year claims are greater than the estimation in the FY 2023-2024 appropriation.

WHEREAS, additional funding is needed to provide for current known claims and estimated claims through June 30, 2024.

WHEREAS, the budget as adopted requires amendment to reflect the appropriation of fund balance to pay for these unanticipated medical costs.

WHEREAS, The City Council of the City of Asheboro desires to amend the budget 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/</u> <u>Decrease</u>
10-410-507.0004	Fringe- Insurance	14,200
10-410-514.0000	Travel	(4,200)
10-410-547.0000	Elections	(10,000)
10-420-507.0004	Fringe- Insurance	2,662
10-420-511.0000	Telephone	(600)
10-440-507.0004	Fringe- Insurance	3,550
10-440-522.0000	Professional Services	(3,550)
10-450-507.0004	Fringe- Insurance	2,662
10-480-507.0004	Fringe- Insurance	6,745
10-480-535.0006	Exchange backup server	(6,745)
10-490-507.0004	Fringe- Insurance	12,425
10-490-522.0000	Professional Services	(17,149)
10-510-502.0000	Salaries	(232,525)
10-510-507.0004	Fringe- Insurance	232,525
10-530-502.0000	Salaries	360,569
10-530-507.0004	Fringe- Insurance	133,125
10-530-574.0000	Capital outlay	(493,694)
10-540-502.0000	Salaries	8,000
10-540-507.0004	Fringe- Insurance	7,100
10-545-507.0004	Fringe - Insurance	7,100
10-545-509.0000	Workers Compensation	(2,000)

Section 2: That the following Expense line item be increased/decreased (cont):

<u>Account #</u>	<u>Expense</u> <u>Description</u>	<u>Increase</u>
10-545-514.0000	Travel	(2,400)
10-545-560.0000	Small Eq	(2,700)
10-550-507.0004	Fringe	18,460
10-550-515.0000	Maint & Repair	(18,460)
10-555-507.0004	Fringe Insurance	30,175
10-555-542.0000	Contracted Maint- veh	(31,500)
10-565-507.0004	Fringe- Insurance	49,700
10-565-545.0000	Contracted Maint.& Repair	(49,700)
10-575-507.0004	Fringe- Insurance	5,325
10-580-507.0004	Fringe- Insurance	30,175
10-580-531.0001	Gas Oil Tires	(30,000)
10-580-534.0000	Garbage Cans	(175)
10-590-502.0000	Salaries	5,000
10-590-507.0004	Fringe- Insurance	3,550
10-590-506.0000	Unallocated Pay Plan chg.	(32,975)
10-615-507.0004	Fringe Insurance	5,325
10-615-515.0000	Maint & Repair- bldg	(325)
10-615-516.0000	Maint & Repair- Dq	(5,000)
10-620-507.0004	Fringe- Insurance	24,850

10-620-522.0000	Prof. Services	(24,850)
10-623-507.0004	Fringe Insurance	7,987
10-623-515.0000	Maint & Repair Bldg	(5,000)
10-623-516.0000	Maint & Repair Eq	(2,987)
10-625-507.0004	Fringe- Insurance	5,325
10-640-507.0004	Fringe- Insurance	52,362
10-640-515.0700	Maint & Repair- McCrary	(52,362)
	Total change	0

Adopted this 9th day of May 2024.

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

ATTEST:

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

(h) Approval of an Ordinance to Amend the Water and Sewer Fund to Allocate Funding for Insurance Costs

14 ORD 5-24

**ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2023-2024**

WHEREAS, The City of Asheboro is self-funded for health insurance.

WHEREAS, the City Council of the City of Asheboro allocated funding for the 2023- 2024 fiscal year in the annual adopted budgets passed on June 23rd, 2023.

WHEREAS, the current fiscal year claims are greater than the estimation in the FY 2023-2024 appropriation.

WHEREAS, additional funding is needed to provide for current known claims and estimated claims through June 30, 2024.

WHEREAS, the budget as adopted requires amendment to reflect the appropriation of fund balance to pay for these unanticipated medical costs.

WHEREAS, The City Council of the City of Asheboro desires to amend the budget 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>
30-720-506.0000	Unallocated Pay chg.	(24,408)
30-720-507.0004	Fringe- Insurance	7,262
30-810-507.0004	Fringe- Insurance	17,146
30-820-507.0004	Fringe- Insurance	22,471
30-820-518.0000	Maintenance- Pump Sta.	(22,471)

30-830-507.0004	Fringe- Insurance	31,346
30-830-545.0000	Contracted Services	(31,346)
30-840-507.0004	Fringe- Insurance	31,346
30-840-546.0000	Contracted Construction	(31,346)
30-850-507.0004	Fringe- Insurance	27,796
30-850-534.0000	Other Supplies & Materials	(27,796)
30-860-507.0004	Fringe- Insurance	7,100
30-860-509.0000	Workers comp Ins	(7,100)
30-870-507.0004	Fringe - Insurance	28,400
30-870-545.0000	Contracted Services	(43,000)
30-880-507.0004	Fringe - Insurance	14,600
10-545-509.0000	Workers Compensation	(2,000)
	Total change	<u>0</u>

Adopted this 9th day of May 2024

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

ATTEST:

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

10. Community Development Division Legislative Hearings

- (a) **Legislative Hearing (Case No. RZ-24-05): An application to rezone property currently addressed as 801 and 817 Sunset Avenue (Randolph County Parcel Identification Number 7751426889) from M (CZ) zoning to OA6 (CZ) zoning for a residential development with multiple family dwellings for the elderly.**

The applicant has withdrawn this application.

- (b) **Legislative Hearing (Case No. RZ-24-07): An application to rezone property located at 919 Draper Street (Randolph County Parcel Identification Number 7762573909) from B2, I1, and R10 zoning to R15 zoning.**

Mayor Smith opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-24-07. Community Development Director Trevor 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 Pablo Beltran Martinez.

The land for which the above-described zoning has been requested is located at Central Fall Road and Draper Street (919 Draper Street). The property is approximately 3.5 acres in size and is specifically identified by Randolph County Parcel Identification Number 7762573909 (this property will hereinafter be 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. Central Falls Road and Draper Street are both state-maintained minor thoroughfares.
3. The property has multiple zoning designations including B2 General Commercial, I1 Light Industrial, and a small amount of R10 Medium-

Density Residential. The B2 district is the most permissive commercial district in terms of allowable commercial uses; I1 zoning, in addition to allowing several industrial uses, also allows limited commercial development. The small area of R10 zoning could allow single and two-family development if certain criteria were met.

4. The requested R15 zoning district generally permits only single-family dwellings; one principal dwelling per property is allowed. Developable lots must possess at least 15,000 square feet of land area and 100 feet of lot width. Descriptions from the zoning ordinance for these districts are as follows:

Current zoning designations (B2, I1, and R10 district)

B2 General Commercial District (existing zoning): The B2 General Commercial District is intended to serve the convenience goods, shoppers’ goods retail and service needs of the motoring public, both local and transient. This district should always be located with access directly to minor thoroughfares or higher classification streets, but never local residential streets.

I1 Light Industrial District (existing zoning): The intent of the I1 Industrial Development District is to produce areas of manufacturing, process and assembly uses, commercial uses, distribution and servicing enterprises, controlled by performance standards to limit the effect of such uses on uses within the district and on adjacent districts.

R10 Medium-Density Residential District (existing zoning): The R10 Residential District is intended 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.

Proposed zoning designations (R15 district)

R15 Low-Density Single-Family Residential District (proposed zoning): The R15 Residential District is 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.

District	Minimum Lot Size in Sq. Ft.	Lot Width (Frontage) In Feet*	Front Required Yard in Feet*	Side Required Yard In Feet*	Rear Required Yard in Feet*	Maximum Height in Feet*	Maximum Floor Area Ratio*	Open Space Ratio*	Recreation Ratio*		
R15	15,000	100	30	15	25	35	22%				
			1 Single Family Only								
R10	10,000 SF	75	30	10	25	35	22%				
	15,000 Duplex		1 Single Family or 1 Duplex Only							22%	
	10,000 NonRes						22%				
B2	10,000	75	25	0 or 5	0 or 5	35	100%				
I1	10,000	75	10	10	10	45	N/A				

*Except as specifically modified by this Ordinance

Revised 07/2021

5. There was formerly a non-residential use on the property according to tax assessment information. The use, a “Storage-Shop,” was noted as previously burned.
6. The area consists primarily of single-family residential uses, with scattered two-family dwellings and manufactured housing. Non-

residential uses include an adjoining parking lot serving a place of assembly (church) and a solar farm.

7. The request is for a general district zoning. No specific use or site plan can be considered with this application. There are property constraints, such as regulated floodplain, areas of steeper slopes, and an existing city-maintained utility easement that will affect the property's development potential.

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: Suburban Residential

Small Area Plan: Northeast

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 Statements of Intent*)

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

Checklist Item 5: Complies with Growth Strategy Map

Checklist Item 7: The proposed rezoning is compatible with the applicable Small Area Plan.

Checklist Item 12: Property is located outside of the watershed area.

Goals/Policies that Do Not Support the Request:

Checklist Item 13-14: Property is located within Special Hazard Flood Area, and area with steep slopes.

The City of Asheboro Planning Board considered the zoning application and recommended placement of the Zoning Lot into the requested R15 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 requested R15 residential zoning district promotes single-family residential development and is consistent, . . . with the Land Development Plan map's Suburban Residential designation for the property. The Northeast Small Area plan, which advocates protection of existing residential neighborhoods from incompatible non-residential development, also lends support to the application. Development under the current commercial and industrial zoning could result in land use

conflicts; amending the property's zoning and applying an R15 designation is advisable.

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

The applicant, Pablo Beltran Martinez was available to answer any questions. No one spoke in opposition to the application. 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 Swiers 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 requested R15 residential zoning district promotes single-family residential development and is consistent with the Suburban Residential designation for the property. The Northeast Small Area plan, which advocates protection of existing residential neighborhoods from incompatible non-residential development, also lends support to the application. Development under the current commercial and industrial zoning would result in land use conflicts; amending the property's zoning and applying an R15 designation is advisable.

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

2. The zoning map amendment application seeking to place the Zoning Lot into the requested above-described R15 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-24-08): An application to rezone property located at 947 East Salisbury Street (Randolph County Parcel Identification Number 7761324663) from R7.5 to B2 zoning.

Mayor Smith opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-24-08. 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 Robert Small.

The land for which the above-described zoning has been requested is located at 947 East Salisbury Street. The property is approximately 0.78 of an acre in size, and is specifically identified by Randolph County Parcel Identification Number 7761324663 (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. East Salisbury Street (SR 2237) is a state-maintained minor thoroughfare at this location.
3. The existing R7.5 zoning district is described as: *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. The proposed B2 district is described as: Intended to serve the convenience goods, shoppers' goods retail and service needs of the motoring public, both local and transient. This district should always be located with access directly to minor thoroughfares or higher classification streets, but never local residential streets.

4. The request is for a B2 General Commercial district. No specific use or site plan can be reviewed with the request.
5. There is currently a commercial use existing on the property (repair services and retail shoppers' goods). It is considered a legal nonconforming land use. Tax records indicate that the two structures on the property were constructed in 1972 and 1980. City zoning regulations limit the extent of changes that can be made to legal nonconforming uses.
6. As is common with many long-standing legal nonconforming land uses, the property is not development in a manner that complies with all respects of current city codes. The application filed seeks to make the land use legal and conforming; any present nonconforming situations would be permitted to remain unless a new use is proposed for the property.

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:

<u>Checklist Item 1:</u>	Rezoning is compliant with the Proposed Land Use Map.
<u>Checklist Item 3:</u>	The property on which the rezoning district is proposed fits the description of the zoning ordinance. (<i>Article 200, Section 210, Schedule of Statements of Intent</i>)
<u>Checklist Item 5:</u>	Complies with Growth Strategy Map
<u>Checklist Item 7:</u>	The proposed rezoning is compatible with the applicable Small Area Plan
<u>Checklist Items 12-14:</u>	Property is located outside of the watershed area, Special Hazard Flood Area, and area with steep slopes.

Goals/Policies that Do Not Support Request:

<u>2.1.5:</u>	The city will ensure development regulations provide appropriate transitional land uses, such as office & institutional, between high-intensity industrial/commercial & low-intensity residential uses.
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The City of Asheboro Planning Board considered the zoning application and recommended placement of the Zoning Lot into the requested B2 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 Land Development Plan designates the subject property and several adjoining properties for commercial use. Approval of the rezoning would recognize the property's lengthy commercial history and be consistent with surrounding zoning; much of the East Salisbury Street corridor in the immediate vicinity already is zoned B2 General Commercial.

The Central Small Area plan identifies "accommodating existing, and some future commercial development" as an objective in appropriately designated locations along minor thoroughfares or higher classification streets. Staff believes changing the property's zoning to B2 could help facilitate investment into the property by eliminating its non-conforming status.

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

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 Bell moved, and Council Member Heath 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 Land Development Plan designates the Zoning Lot and several adjoining properties for commercial use. The rezoning will recognize the property's lengthy commercial history and be consistent with surrounding zoning; much of the East Salisbury Street corridor in the immediate vicinity already is zoned B2 General Commercial.

The Central Small Area plan identifies "accommodating existing, and some future commercial development" as an objective in appropriately designated locations along minor thoroughfares or higher classification streets. The city council believes changing the property's zoning to B2 will help facilitate investment into the property by eliminating its non-conforming status.

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

2. The zoning map amendment application seeking to place the Zoning Lot into the requested above-described B2 zoning district is hereby approved.

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

11. McCrary Ballpark Lease Agreement with ZooKeepers Baseball LLC

The city council's intent to approve a 10-year lease agreement with ZooKeepers Baseball LLC was originally advertised on January 30, 2024. Subsequent to the advertisement, in The Courier-Tribune, the city council formally considered taking action on the proposed lease agreement during the regular meeting on March 7, 2024. After discussion of the lease in March 2024, the potential lease agreement has been the subject of evaluation and debate at the ensuing regular council meetings. At each meeting, the matter, upon motion and second, was continued by the city council to the next regular council meeting.

During the regular meeting in May 2024, the council members engaged in an extensive discussion about rental rates as well as the use of McCrary Park by different entities and how the city recreation services department handles operational issues at McCrary Park. This discussion also included deliberations about the desire for the city to obtain a right of first refusal in the event a change in the ownership of the summer collegiate baseball team created a threat to the continued use of McCrary Park as the home for the baseball team.

After this substantive discussion, a consensus emerged that city staff should prepare a complete draft lease agreement that the council could review and redline. In order to allow time for the preparation of the latest draft of the leasing instrument, Council Member Bell moved, and Burks seconded the motion, to continue the lease approval process to the next regular meeting on June 6, 2024. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

12. A Contract Award Decision for the Purchase of Seven Chemicals

Water Resources Director Michael Rhoney, PE reported on the chemical procurement process undertaken for operations at the water and wastewater treatment plants. The apparent lowest responsive, responsible bidders who submitted offers to meet the requirements of the water and wastewater treatment plants for seven chemicals from May 10, 2024 to April 15, 2025, are listed below.

<u>Chemical</u>	<u>Company</u>	<u>Price</u>
Liquid Alum	C & S Chemicals	\$418.95/Ton
Liquid Caustic	Trinity Mfg. DBA Oltrin Solutions, LLC	\$664.00/Ton
Fluosilicic Acid	Univar, USA, Inc.	\$550.00/Ton
Sodium Hypochlorite	Univar, USA, Inc.	\$1.71/Gal
Calcium Nitrate	Pencco, Inc.	\$2.35/Gal
Sodium Permanganate	Chemrite, Inc.	\$12.98/Gal
Calcium Hydroxide/Magnesium Hydroxide Slurry Blend	Polytec, Inc.	\$1.75/Gal

Council Member Bell moved, and Council Member Burks seconded the motion, to accept the bids/offers listed above and to award to the above-listed chemical suppliers at the listed prices the contracts to supply the designated chemicals required by the city's water and wastewater treatment plants from May 10, 2024 to April 15, 2025. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

13. Community Development Division Items:

(a) Request for Authorization to Solicit Professional Services for a Downtown Parking Study

Parking in downtown has been is a topic for research because the downtown area continues to be revitalized. Mr. Nuttall requested authorization from the city council to procure professional services for a parking study. The study would seek ways to improve parking in downtown Asheboro.

Council Member Bell moved, and Council Member Heath seconded the motion to authorize city staff to prepare solicitations for a downtown parking study. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

(b) Discussion of Highlights from the City Council Strategic Priorities Retreat Held on April 12, 2024

Mr. Nuttall provided a written summary of the city council's strategic priorities retreat that was held on April 12, 2024. Rebecca Jackson who is an adjunct faculty member at the UNC School of Government for Public Leadership and Governance, prepared a summary of the activities from the retreat. During his presentation, Mr. Nuttall highlighted the following objectives:

- To provide an opportunity for the council to collaborate as a team
- To strive for consensus on long-term (10-year) vision themes for the City of Asheboro
- To consider key issues, trends, and changes
- To develop 3-year strategic focus areas
- To identify and prioritize key strategic actions (critical tasks) to accomplish over the next 12-18 months
- To develop next steps in the strategic planning process

The retreat was very productive in that the council engaged in discussion that forged a roadmap with 6 key strategic focus areas that positions Asheboro for success. Moving forward, the retreat produced the following recommendations:

- Review the report prepared by Ms. Jackson
- Utilize the council's 6 strategic focus areas to guide policy, resourcing and management decisions in the short term (12-18 months)
- Consider developing a formal organizational strategic plan
- Leadership retreat/development
- Broader staff training in high performing organization strategies

In essence, the retreat generated visions for the success and growth of Asheboro as a whole. A copy of the report presented by Mr. Nuttall is on file in the city clerk's office.

(c) Update on the Abatement of the Underground Storage Tank on the City's Historic Mill Property Located at 159 North Street

Mr. Nuttall reported that the underground storage tank on the city's historic mill property located at 159 North Street has been removed. Soil samples were collected. A Limited Site Assessment will be prepared and submitted.

No formal action was taken by the council during this portion of the meeting.

14. Asheboro Regional Airport Items

(a) The Annual Report from the Airport Authority

City Engineer Michael Leonard, PE, reviewed the annual report from the Asheboro Airport Authority. Throughout the course of 2023-2024, the airport authority completed the following:

- Regular quarterly meetings were held on July 18, 2023, October 16, 2023, January 16, 2024, and April 16, 2024
- Reviewed and discussed quarterly safety committee reports
- Reviewed and discussed the status of FBO operations, aircraft maintenance, and hangar rentals
- Reviewed and discussed the status of the aviation museum and activities
- Reviewed and discussed possible marketing strategies for the airport
- Reviewed and discussed the design of a 80' x 80' corporate hangar

During the course of May 2023-April 2024, a work authorization was submitted to the council for review and was approved for construction of 10-unit T-Hangars. According to the report, 100 percent of the hangar spaces are currently leased, and an estimated economic output projected for 2024 is more than \$30million.

A copy of the report is on file in the city's engineering department and the city clerk's office. No formal action was taken by the council during this portion of the meeting.

(b) Request for Authorization to Seek a Letter of Recommendation from the NC Division of Aviation for an Application for the FAA ATP Funds of up to \$2,000,000.00 Towards the Construction of a New Terminal Building

Mr. Leonard asked for council's authorization to seek a letter of recommendation from the NC Division of Aviation for an application for the FAA ATP funds of up to \$2,000,000.00 towards the construction of a new terminal building. Council Member Trogdon moved, and Council Member Moffitt seconded the motion to authorize city staff to seek a letter of recommendation from the NC Division of Aviation for an application for the FAA ATP funds of up to \$2,000,000.00 towards the construction of a new terminal building. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

15. Legal Services Items

(a) Annexation of City Owned Property Acquired for a Future Emergency Operations Center/Third Fire Station

(i) Public Hearing

Mayor Smith opened a public hearing on the question of the annexation of city-owned land on the east side of Zoo Parkway, near the intersection with Crestview Church Road.

As part of the public hearing, City Attorney Jeff Sugg presented and recommended adoption, by reference, of an ordinance to extend the Asheboro City limits by annexing city-owned property located on the east side of Zoo Parkway and contiguous to the existing primary city limits. No citizen spoke in opposition to the proposed annexation.

(ii) Annexation Ordinance

The city council entered into the deliberative phase of the hearing. Council Member Heath moved, and Council Member Burks seconded the motion to adopt/approve the following annexation ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

ORDINANCE NO. _____ 15 ORD 5-24 _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE EXTENDING THE ASHEBORO CITY LIMITS BY ANNEXING CITY-OWNED PROPERTY LOCATED ON THE EAST SIDE OF ZOO PARKWAY AND CONTIGUOUS TO THE EXISTING PRIMARY CITY LIMITS

WHEREAS, on December 13, 2023, the City of Asheboro purchased 3.25 acres of vacant land, more or less, lying on the east side of Zoo Parkway; and

WHEREAS, this land, which is identified by Randolph County Parcel Identification Number 7669395087, (the "EOC/Fire Station Parcel") is contiguous to the existing primary city limits for the City of Asheboro; and

WHEREAS, the EOC/Fire Station Parcel was purchased because this site was deemed to be a suitable location for the city's proposed emergency operations center/third fire station; and

WHEREAS, the Asheboro City Council has concluded that, in preparation for the eventual development of a municipal emergency operations center/third fire station at this site, the EOC/Fire Station Parcel should be annexed into the City of Asheboro; and

WHEREAS, on April 4, 2024, pursuant to Section 160A-31(g) of the North Carolina General Statutes, the Asheboro City Council adopted a Resolution (Resolution Number 9 RES 4-24) stating the city council's intent to annex the EOC/Fire Station Parcel; and

WHEREAS, the entirety of the territory proposed for annexation is more specifically described by metes and bounds in Section 1 of this Ordinance; and

WHEREAS, pursuant to Asheboro City Council Resolution Number 9 RES 4-24, a legal notice was published on April 18, 2024, in *The Courier-Tribune*, a newspaper with general circulation in the City of Asheboro, announcing that a public hearing to consider the adoption of an ordinance annexing the described territory into the City of Asheboro would be held during the city council's next regular meeting, which was scheduled to begin at 7:00 p.m. on May 9, 2024, in the council chamber on the second floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203; and

WHEREAS, the public hearing was held, as advertised, on May 9, 2024; and

WHEREAS, the city council has found that the proposed annexation meets the requirements of Section 160A-31 of the North Carolina General Statutes.

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

Section 1. By virtue of the authority granted in Section 160A-31 of the North Carolina General Statutes, the following described contiguous territory is hereby annexed, attached to, and made part of the City of Asheboro:

Grant Township, Randolph County, North Carolina:

BEGINNING in the eastern margin of the 60-foot public right-of-way for Zoo Parkway and on the existing City of Asheboro primary city limits line at a 1-inch existing iron pipe down two inches and located by means of the North Carolina Coordinate System at the coordinates of North 699,157.86 feet and East 1,763,303.42 feet (NAD 83 (2011)), this BEGINNING point is at the northwest corner of the City of Asheboro parcel or tract of land described in the Office of the Register of Deeds for Randolph County, North Carolina (the "Randolph County Registry") in Book of Record 2888, Page 637 and in Plat Book 183, Page 22 and for which annexation is sought (the described parcel or tract of city-owned land will be hereinafter referred to as the "EOC/Fire Station Parcel"); thence, from the described BEGINNING point, departing from the eastern margin of the public right-of-way for Zoo Parkway and running with the existing City of Asheboro primary city limits line along the northern boundary of EOC/Fire Station Parcel the next four bearings and distances: North 81 degrees 34 minutes 05 seconds East 109.67 feet along the Jonathan Bullington and Ashley L. Bullington property described in Deed Book 2698, Page 1462, Randolph County Registry (Lot 19 as shown in Plat Book 31, Page 5, Randolph

County Registry) to a 5/8-inch existing iron rod up two inches; thence North 81 degrees 33 minutes 02 seconds East 99.98 feet along the Kimberly Dekle Hanna Fields property described in Deed Book 1927, Page 780, Randolph County Registry (Lot 18 as shown in Plat Book 31, Page 5, Randolph County Registry) to a 1/2-inch existing iron pipe down two inches; thence North 71 degrees 37 minutes 33 seconds East 101.33 feet along the Joan Beane Cockman and Johnie Edwind Cockman property described in Deed Book 2511, Page 1316, Randolph County Registry (Lot 17 as shown in Plat Book 31, Page 5, Randolph County Registry) to a 1/2-inch existing iron pipe down two inches; thence North 71 degrees 37 minutes 42 seconds East 195.00 feet along the Johnny J. Harvell and Nancy H. Harvell property described in Deed Book 1827, Page 572, Randolph County Registry (Lot 16 and part of Lot 15 as shown in Plat Book 31, Page 5, Randolph County Registry) to a set 1-inch iron pipe up two inches; thence departing from the northern boundary of the EOC/Fire Station Parcel and the existing City of Asheboro primary city limits line and proceeding along the proposed City of Asheboro primary city limits line by running with the eastern boundary of the EOC/Fire Station Parcel the next two bearings and distances: South 19 degrees 25 minutes 40 seconds East 165.88 feet to a set 2-inch iron pipe up two inches; thence South 29 degrees 48 minutes 20 seconds East 60.00 feet to a set 2-inch iron pipe up two inches; thence continuing to follow the proposed City of Asheboro primary city limits line by departing from the eastern boundary of the EOC/Fire Station Parcel and running with the southern boundary of the EOC/Fire Station Parcel the next two bearings and distances: South 60 degrees 11 minutes 40 seconds West 460.02 feet to a set 2-inch iron pipe up two inches; thence in a southwesterly direction along the arc of a curve with a radius of 30.00 feet and an arc length of 49.42 feet a chord bearing and distance of South 13 degrees 00 minutes 21 seconds West 44.02 feet to a set 1-inch iron pipe up two inches in the eastern margin of the public right-of-way for Zoo Parkway; thence continuing to follow the proposed City of Asheboro primary city limits line by departing from the southern boundary of the EOC/Fire Station Parcel and running with the western boundary of the EOC/Fire Station Parcel along the eastern margin of the public right-of-way for Zoo Parkway northwestward along the arc of a curve with a radius of 1,203.94 feet and an arc length of 73.75 feet a chord bearing and distance of North 32 degrees 25 minutes 41 seconds West 73.74 feet to a computed point; thence following the proposed City of Asheboro primary city limits line across the public right-of-way for Zoo Parkway South 59 degrees 19 minutes 36 seconds West 139.67 feet to a computed point on the existing City of Asheboro primary city limits line; thence following the existing City of Asheboro primary city limits line the next three bearings and distances along the western margin of the public right-of-way for Zoo Parkway, inclusive of a sight distance area at the intersection of Zoo Parkway and Crestview Church Road (North Carolina Secondary Road 2820): North 06 degrees 02 minutes 02 seconds East 136.44 feet to a computed point; thence northwestward along the arc of a curve with a radius of 712.07 feet and an arc length of 120.53 feet a chord bearing and distance of North 22 degrees 36 minutes 53 seconds West 120.39 feet to a computed point; thence continuing northwestward along the arc of a curve with a radius of 1,750.67 feet and an arc length of 111.01 feet a chord bearing and distance of North 16 degrees 05 minutes 18 seconds West 110.99 feet to a computed point; thence continuing to follow the existing City of Asheboro primary city limits line by crossing the public right-of-way for Zoo Parkway North 78 degrees 49 minutes 53 seconds East 58.97 feet to the point and place of BEGINNING, and containing a total of 3.817 acres (166,221 square feet), more or less, to be annexed.

The preceding description is in accordance with a plat of survey titled "ANNEXATION SURVEY CITY OF ASHEBORO PROPERTY ANNEXATION." The plat was drawn under the supervision of Thomas Scaramastra, a Professional Land Surveyor with Registration Number L-4421, from an actual survey made under his supervision. The job number listed on the plat is 23-002, with a date of April 2, 2024.

The plat of survey referenced in the immediately preceding paragraph is recorded in Plat Book 185, Page 91, Randolph County Registry.

Section 2. Upon and after May 9, 2024, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheboro and shall be entitled to the same privileges and benefits as other parts of the City of Asheboro. The above-described territory shall be subject to municipal taxes according to Section 160A-58.10 of the North Carolina General Statutes.

Section 3. The Mayor of the City of Asheboro shall cause to be recorded in the Office of the Randolph County Register of Deeds and in the Office of the North Carolina Secretary of State an accurate map of the annexed territory that is described in Section 1 of this Ordinance together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Randolph County Board of Elections as required by Section 163-288.1 of the North Carolina General Statutes.

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

Section 5. This Ordinance shall be in full force and effect upon and after May 9, 2024.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on May 9, 2024.

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

ATTEST:

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

Approved as to form:

/s/Jeffrey C. Sugg
Jeffrey C. Sugg, City Attorney

(b) Proposed Lease Agreement with New Cingular Wireless PCS, LLC for the Placement of Electronic Communications Equipment

Mr. Sugg presented and recommended adoption, by reference, of a resolution approving a lease agreement between the City of Asheboro and New Cingular Wireless PCS, LLC. Council Member Bell moved, and Council Member Trogdon seconded the motion, to adopt/approve the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

RESOLUTION NO. 10 RES 5-24

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF ASHEBORO AND NEW CINGULAR WIRELESS PCS, LLC

WHEREAS, the City of Asheboro owns two parcels of land on South Church Street in Asheboro that are identified by Randolph County Parcel Identification Numbers 7751619869 and 7751710819 and are more particularly described in the Office of the Randolph County, North Carolina Register of Deeds (the "Randolph County Registry") in the following books of record: Deed Book 208, Page 376, Randolph County Registry and Deed Book 210, Page 133, Randolph County Registry; and

WHEREAS, an elevated water tank that is owned and operated by the City is located upon the premises described in the immediately preceding paragraph (the "Water Tank Premises"); and

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company authorized to do business in North Carolina, (the "Lessee") has expressed its desire to continue to lease a portion of the Water Tank Premises for the purpose of maintaining and operating a wireless communication facility on the premises; and

WHEREAS, Section 160A-272 of the North Carolina General Statutes provides that property owned by the city may be leased to a tenant if the desired property will not be needed by the city for the term of the lease; and

WHEREAS, on March 28, 2024, a legal notice was published in *The Courier-Tribune* stating the Asheboro City Council's intent to consider, during its regular meeting on May 9, 2024, a resolution authorizing the lease of the requested space to the Lessee; and

WHEREAS, the city council has determined that the portion of the Water Tank Premises that Lessee wishes to lease will not be needed by the city during the term of the lease; and

WHEREAS, the proposed lease agreement with the Lessee is attached to this Resolution as EXHIBIT 1 and is hereby incorporated into this Resolution by reference as if copied fully herein.

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

Section 1. The proposed lease agreement attached to this Resolution as EXHIBIT 1 is hereby approved.

Section 2. The Mayor is hereby authorized to execute on behalf of the city any and all documents and instruments necessary to carry into full force and effect the lease agreement attached hereto as EXHIBIT 1.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on May 9, 2024.

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

ATTEST:

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

EXHIBIT 1

STATE OF NORTH CAROLINA

**LEASE AGREEMENT FOR PLACEMENT
OF ELECTRONIC COMMUNICATIONS
EQUIPMENT**

COUNTY OF RANDOLPH

THIS AGREEMENT (the “**Agreement**”), dated as of the latter of the signature dates found on the signature page for this leasing instrument (such date shall be the “**Effective Date**”), is by and between the **CITY OF ASHEBORO**, a North Carolina municipal corporation with a mailing address of Post Office Box 1106, Asheboro, North Carolina 27204-1106, (the “**Lessor**”) and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company authorized to do business in North Carolina and having a mailing address at 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, Georgia 30319, (the “**Lessee**”). Lessor and Lessee are collectively referred to herein as the “**Parties**.”

WITNESSETH

In consideration of the monthly rental fees set forth below and the other mutual promises contained herein, the Parties agree as stated in the following sections of this Agreement.

Section 1. Lease of Property

Lessor hereby leases to Lessee, and Lessee accepts, the lease area described herein. The lease area is located within two parcels of land identified by Randolph County Parcel Identification Numbers 7751619869 and 7751710819. These parcels or tracts of land are described, respectively, in the following books of record maintained by the Office of the Register of Deeds for Randolph County, North Carolina (the “**Randolph County Registry**”): Deed Book 208, Page 376, Randolph County Registry and Deed Book 210, Page 133, Randolph County Registry. The two parcels of land described in the immediately preceding sentence, and the improvements located upon the described parcels of land, (the “**Water Tank Premises**”) are commonly referred to, collectively, as the City of Asheboro elevated water tank located at 252 South Church Street, Asheboro, North Carolina 27203.

The lease area subject to this Agreement (the “**Demised Premises**”) consists only of the space on the Lessor’s elevated water tank and the ground space adjacent thereto necessary to enable the Lessee to install, remove, replace, modify, maintain, refurbish, upgrade, and operate, at the sole expense of the Lessee, a wireless communications facility (“**WCF**”) described as follows:

- (a) Up to nine (9) antennas mounted on the corral of the elevated water tank at an approximate 130-foot level and associated equipment all for the purpose of a communications facility and uses incidental thereto; and
- (b) The Demised Premises also include the existing 20-foot by 20-foot area of land, which is a portion of the Water Tank Premises, utilized for locating the Lessee’s associated communications equipment. Within this area, the Lessee is allowed to maintain a 9-foot by 15-foot concrete pad for the placement of an equipment shelter.

Permission is hereby granted for the Lessee to attach necessary transmission lines, cables, fixtures, and other associated equipment to the elevated water tank to make the listed antennas operational. The Lessee is responsible for providing all mounting hardware necessary for the WCF. The exact location of these antennas and the associated equipment on the elevated water tank shall always be subject to strict conformance with determinations made by the most recent structural analysis of the elevated water tank. Any analysis triggered by the decision of the Lessee to move the antennas and associated equipment after the Effective Date of this Agreement shall be at the sole cost and expense of the Lessee.

Subject to the restriction/limitation stated in the immediately following sentence, this Agreement shall also be deemed to include the grant of a nonexclusive easement for ingress and egress onto the Water Tank Premises by the Lessee and its employees, agents, contractors, and any other representatives twenty-four hours a day, seven days a week. The described nonexclusive easement for ingress and egress is subject to the requirement that Lessee and its employees, agents, contractors, and any other representatives shall notify the on-duty personnel at the City of Asheboro Water Treatment Plant at (336) 626-1215 prior to entering upon the Water Tank Premises. When entering upon the Water Tank Premises, the Lessee and its employees, agents, contractors, and any other representatives shall be escorted or accompanied by an authorized representative of the Lessor.

Without liability of any kind to the Lessor, and prior to undertaking on the Demised Premises any modification of the existing WCF in any form or to any degree, the Lessee must receive prior express written approval from the Lessor’s City Manager or Water Resources Director. To be eligible to receive the required approval from the Lessor of proposed modifications, the Lessee must successfully complete the following steps:

- (i) Submit reports/drawings of proposed modifications, including the work plan for implementing the proposed modifications, for review by the Lessor’s water resources division and/or the Lessor’s consultant(s) to determine the compatibility of the proposal with the operation and maintenance of the Water Tank Premises as part of the Lessor’s municipal water supply infrastructure;
- (ii) A structural analysis with a certified engineering report or drawings to confirm Lessee’s proposed modifications do not compromise the structural integrity of the elevated water tank;
- (iii) A certified engineering report that clearly identifies the distance from the Lessee’s antennas in which the maximum radio frequency exposure limits will be exceeded for workers engaged in painting, repairing, or servicing the elevated water tank;
- (iv) If the modification plans include the generation of additional noise, plans for noise abatement, with supporting data, must be provided to ensure any future modifications that generate noise, specifically including without limitation the installation and operation of a power generator, do not create levels of noise that exceed the limits prescribed by the applicable laws and regulations,

specifically including by way of illustration and not limitation the City of Asheboro Zoning Ordinance; and

- (v) The proposed modifications must include plans for designing, painting, and/or staining all proposed cables, antennas, wiring, fixtures, and all other types of equipment so that such future modifications are reasonably compatible, both functionally and aesthetically, with the improvements located on the Water Tank Premises.

The Parties mutually agree that the cost of the above-referenced reports/drawings shall be at the sole cost and expense of the Lessee. Furthermore, all future modifications to the Demised Premises proposed and implemented by the Lessee shall be made at the sole cost and expense of the Lessee.

The Lessor shall not withhold approval for any modification work proposed by the Lessee unless the Lessor has a good faith basis for believing that the proposed modification(s) to the existing WCF will interfere with or be detrimental to the use and enjoyment of residential dwellings contiguous with the Water Tank Premises and/or will interfere with or be detrimental to the use of the Water Tank Premises by the Lessor and/or third-party lessees.

Lessor and/or its consultant(s) shall conduct an inspection upon completion of modification(s) sought by the Lessee to verify work compliance with the approvals granted by the Lessor. If the inspection identifies nonconforming work, Lessee shall correct such nonconforming work after which Lessor and/or its consultant(s) will conduct another inspection to verify that the deficiencies have been corrected. The cost of any such work corrections shall be at the sole cost and expense of the Lessee.

Any damage to the Water Tank Premises caused by the Lessee's installation, construction, maintenance, operation, repair, replacement, and upgrade activities on the Demised Premises shall be immediately repaired by the Lessee. The cost or expense associated with the repairs contemplated by the immediately preceding sentence shall be borne by the Lessee, not the Lessor.

Lessee shall comply with all applicable governmental laws, statutes, ordinances, rules, and regulations relating to the use of the Demised Premises in particular and the Water Tank Premises in general. Lessee shall maintain its WCF in a good and safe operating condition.

At the expiration or earlier termination of this Agreement in accordance with the terms and conditions found herein, Lessee will return the Water Tank Premises to their original condition as of the Effective Date of this Agreement, less normal wear and tear and any casualty not caused by the Lessee, within 90 calendar days of the date of expiration or earlier termination.

The Parties mutually agree that all rights granted under this Agreement are expressly subject and subordinate to the Lessor's rights and obligations to operate, maintain, and repair the Water Tank Premises as party of the Lessor's municipal water supply system.

Section 2. Term of Lease

- (a) *Bridge Lease Term.* The Bridge Lease Term is the initial term of this Agreement and shall begin on the Effective Date that is defined above. The Bridge Lease Term shall continue until the end of the calendar day on October 31, 2025. This term covers the balance of the license term previously addressed by the Co-Location Option and License Agreement for BellSouth Site 174-263 dated September 15, 2000, and superseded by this Agreement. The Bridge Lease Term shall expire at midnight EDT on October 31, 2025, and will be immediately followed by the Base Lease Term described below.
- (b) *Base Lease Term.* Subject to the terms and conditions found herein, and at the expiration of the Bridge Lease Term, the Base Lease Term shall immediately

commence. The commencement date for the Base Lease Term shall be November 1, 2025, and the Base Lease Term shall be a term of sixty (60) calendar months. The Base Lease Term shall expire on the last day of the calendar month in which the fifth (5th) annual anniversary of the commencement date of the Base Lease Term occurs.

- (c) *Extension Lease Term.* Subject to the terms and conditions found herein, and at the expiration of the Base Lease Term, this Agreement will automatically renew for one (1) additional 60-calendar month term upon the same terms and conditions unless the Lessee notifies the Lessor in writing of the intent not to renew this Agreement at least sixty (60) calendar days prior to the expiration of the Base Lease Term. This additional 60-month lease term shall be referred to as the Extension Lease Term.

Upon the occurrence of either (i) the termination of this Agreement by either party in accordance with the terms and conditions stated herein, or (ii) the expiration of the Base Lease Term or the Extension Lease Term, whichever expiration occurs later, the Lessee shall, in a manner consistent with any applicable provisions found elsewhere in this Agreement, surrender the Demised Premises to the Lessor in as good of a condition as when received, ordinary wear and tear and any casualty not caused by the Lessee excepted, within ninety (90) calendar days of the termination or expiration of the Agreement. If Lessee fails to surrender the Demised Premises upon the expiration or earlier termination of the Agreement, there shall be no renewal of this Agreement or exercise of an option by operation of law.

Section 3. Rental Rate

The rental payments that shall be paid by Lessee to Lessor pursuant to this Agreement are as follows:

- (a) Beginning on the Effective Date of this Agreement and throughout the entirety of the Bridge Lease Term, the Lessee will pay to the Lessor a monthly rental payment in the amount of Two Thousand Six Hundred Twenty-Three and Fifty-One Hundredths Dollars (\$2,623.51);
- (b) Beginning on the first day of the Base Lease Term and throughout the entirety of the Base Lease Term, the Lessee will pay to the Lessor a monthly rental payment in the amount of Three Thousand and No Hundredths Dollars (\$3,000.00); and
- (c) Beginning on the first day of the Extension Lease Term and throughout the entirety of the Extension Lease Term, the Lessee will pay to the Lessor a monthly rental payment in the amount of Three Thousand Four Hundred Fifty and No Hundredths Dollars (\$3,450.00).

The rental payments specified in the three (3) immediately preceding paragraphs shall be delivered in good funds, on or before the fifth (5th) day of each calendar month in advance, to the Lessor at the following address: City of Asheboro, Attn: Finance Department, PO Box 1106, Asheboro, NC 27204-1106. The rent will be prorated for any partial month.

Section 4. Approvals

To the degree permitted by law, Lessor shall cooperate with Lessee in its efforts to obtain and maintain in effect all certificates, permits, licenses, and other approvals required by governmental authorities for Lessee's use of the Demised Premises in accordance with Section 1 of this Agreement. If any previously issued certificate, permit, license, or approval is cancelled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, then Lessee shall have the right to terminate this Agreement upon notice to the Lessor and without penalty.

Section 5. Utilities

Lessee shall make arrangements for the provision of all utilities necessary for the operation of its equipment and facilities. Any and all costs and expenses associated with such provision of utilities shall be at Lessee's sole cost and expense. Such utilities shall be

metered separately from those of the Lessor and shall not unreasonably interfere with Lessor's use of the Water Tank Premises.

Section 6. Termination

- (a) If Lessee fails to pay any rental or other amounts payable under this Agreement when due, or if Lessee fails to perform any of the other covenants, terms, or conditions of this Agreement, prior to exercising any rights or remedies against Lessee on account thereof, Lessor shall first provide Lessee with written notice of the failure and provide Lessee with a 30-calendar day period to cure such failure. Lessee agrees and covenants that, upon such notification of a violation or breach of the terms and conditions of this Agreement, it shall immediately and diligently undertake to correct any such condition. Lessee must, without delay or excuse, absolutely correct the defect or violation on or before the date specified by Lessor. When the Lessee's failure to perform pertains to the failure to make a scheduled payment to the Lessor, the Lessee shall, in addition to any other remedy available to Lessor, pay a late fee equal to five percent (5%) of any installment of rent that is not received within ten (10) calendar days of its due date. In the event the failure to perform or comply with any term and condition of this Agreement is not cured by Lessee within the above-referenced 30-calendar day period to cure or within any other time-period specified by Lessor in its written notice of the breach or failure to perform, whichever is later, the Lessor may, at its option, terminate this Agreement immediately. Upon such termination, this Agreement shall become null and void, and Lessor and Lessee shall have no further obligations to each other, other than Lessee's obligation to remove its property as hereinafter provided.
- (b) Lessor may order the Demised Premises closed immediately when any condition exists on the Water Tank Premises that an agency of the city, county, state, or federal government, which is charged with public health and safety responsibilities, deems to constitute a threat to health or safety. In such event, Lessor shall provide notice to Lessee of such closure, which shall be only for the period of time that is strictly necessary to successfully address the public health or safety issue(s) that triggered the closure of the Water Tank Premises. If such an emergency closure order is issued, Lessee shall have the right to terminate this Agreement.
- (c) Any continuing violation or breach by Lessor of any of the terms and conditions of this Agreement shall be grounds for termination of this Agreement by Lessee upon the failure of the Lessor to cure within thirty (30) calendar days a default identified in a written notice transmitted by the Lessee to the Lessor.
- (d) Upon written notice to the Lessor, the Lessee may terminate this Agreement if Lessee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court, or other governmental authority necessary for the construction or operation of the Lessee's communications facility as now and hereafter intended by Lessee, or if the Lessee determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable.
- (e) Upon sixty (60) calendar days prior written notice, the Lessee may terminate this Agreement without cause so long as Lessee pays Lessor a termination fee in an amount equal to the total of three (3) months of rent payments at the monthly rental rate stated herein.

Section 7. Insurance

- (a) Lessee shall carry throughout the duration of this Agreement, at the sole cost and expense of the Lessee, the following insurance:
 - (1) Commercial general liability insurance with a limit of liability of Two Million and No Hundredths Dollars (\$2,000,000.00) combined single limit for bodily injury or death/property damage per occurrence and in the aggregate; and
 - (2) Workers' compensation insurance as required by law.

- (b) Lessee shall annually cause to be furnished to the Lessor a certificate of insurance verifying that the above-stated amount of insurance coverage is in effect. The commercial general liability shall include Lessor as additional insured by endorsement under the general liability policy or policies, as respects this Agreement. The required policy or policies shall not be cancelled, without replacement, except upon thirty (30) calendar days advance written notice to Lessor. This Agreement shall automatically terminate without notice upon the occurrence of an event of termination or lapse of the insurance coverage required by this Agreement. Termination pursuant to this section shall take precedence and supersede any other section establishing the lease term of this Agreement or requiring notice and/or an opportunity to cure a breach. The insurance limits in this section shall in no way act or be deemed to define or limit the right of the Lessor to recover damages, expenses, or losses for injuries or property damage sustained by Lessor as a consequence of Lessee's violation or breach of any provision of this Agreement.

Section 8. Interference

Subject to the modification provisions found in Section 1 of this Agreement, the Lessee shall not make any modifications of any type or to any degree on the Demised Premises that disturb the communications configurations, equipment, and frequencies in existence on the Water Tank Premises as of the Effective Date of this Agreement. Lessee's activities, operations, and equipment shall not interfere with the Lessor's operation, maintenance, and repair of the Water Tank Premises, including, without limitation, the elevated water tank itself and its lighting system. Lessee agrees to install equipment only of types and generating frequencies that will not cause interference to transmissions or signals from Lessor and third parties present on the Water Tank Premises as of the Effective Date of this Agreement. Furthermore, Lessee's equipment shall comply with all noninterference rules of the Federal Communications Commission.

In the event Lessee fails to achieve compliance with the above-stated non-interference provisions, Lessee shall take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours of Lessee's receipt of written notice from the Lessor of the existence of such interference, Lessee shall temporarily disconnect the electric power and shut down the equipment (except for intermittent operation for the purpose of testing after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference). If such interference is not corrected within thirty (30) days after receipt by Lessee of the written notice of the existence of the interference, Lessee agrees to either remove its noncompliant equipment from the Demised Premises, or this Agreement shall terminate as if by expiration and all of the Lessee's WCF shall be removed as provided herein.

Throughout the term(s) of this Agreement, Lessor shall place in subsequent lease agreements pertaining to the Water Tank Premises similar restrictions upon interference with Lessee's frequencies. If Lessor fails to cure the cause of any such interference within forty-five (45) days of Lessor's receipt from Lessee of written notice of such interference, Lessee may terminate this Agreement without penalty and remove its equipment.

Lessee shall be responsible for the testing needed to confirm that any and all future modifications to the Demised Premises proposed by the Lessee are compatible with the communications facilities in existence on Lessor's Water Tank Premises as of the Effective Date of this Agreement and that no interference will exist between the various communications equipment and frequencies located on the Water Tank Premises. Lessee hereby expressly acknowledges and accepts that Lessor has multiple third-party lessees using communications equipment and frequencies located on the elevated water tank and the adjoining premises. Furthermore, Lessee hereby expressly acknowledges and accepts that Lessor reserves the right to enter new antenna and communications facilities leases in the future. Lessor will use reasonable efforts to require any new lessee to abide by provisions similar to this section but will not be liable for monetary damages or equitable relief for interference caused by existing or future communications equipment or frequencies used on Lessor's premises.

Section 9. Indemnification

- (a) Lessee agrees to indemnify, defend, and hold harmless Lessor and its elected and appointed officials, employees, contractors, agents, and representatives from and against any and all injury, loss, damage, or liability (or any claims in respect of the foregoing), costs, or expenses (including reasonable attorneys' fees and court costs) caused by Lessee, its officers, employees, contractors, agents, and representatives. However, Lessee shall not indemnify or save harmless the Lessor from such claims or damages as may be attributed to the acts or omissions of the Lessor and its officers, employees, contractors, agents, and representatives.
- (b) To the extent permitted by law, Lessor agrees to indemnify, defend, and hold harmless Lessee and its officials, employees, contractors, agents, and representatives from and against any and all injury, loss, damage, or liability (or any claims in respect of the foregoing), costs, or expenses (including reasonable attorneys' fees and court costs) caused by Lessor and its officers, employees, contractors, agents, and representatives. However, Lessor shall not indemnify or save harmless the Lessee from such claims or damages as may be attributed to the acts or omissions of the Lessee and its officers, employees, contractors, agents, and representatives.
- (c) Each party shall give the other party hereto prompt and timely notice of any claim or suit instituted, which in any way, directly or indirectly, contingently or otherwise, affects or might affect the other party; provided, however, such notice shall not be a precondition to indemnification hereunder. The rights granted by this section of the Agreement shall not limit, restrict, impair, or inhibit the rights of the Lessor under any other section of this Agreement.

Section 10. Warranties

Lessor and Lessee each acknowledge and represent that it is duly organized, validly existing, and in good standing and has the right, power, and authority to enter into this Agreement and bind itself hereto through the official set forth as signatory for the party below. Lessor's execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on the Lessor.

Section 11. Removal of Improvements

Title to all improvements constructed or installed by Lessee on the Demised Premises shall remain in Lessee and all improvements constructed or installed by Lessee shall at all times be and remain the property of Lessee, regardless of whether such improvements are attached or affixed to the Lessor's elevated water tank and adjoining premises. Upon the expiration or earlier termination of this Agreement, the Lessee shall, within a reasonable period not to exceed ninety (90) calendar days, remove all improvements, fixtures, and personal property constructed or installed on the Lessor's premises by or on behalf of Lessee and shall restore the Lessor's premises to its original condition, reasonable wear and tear and casualty not caused by the Lessee excepted. If such removal causes Lessee to remain on the premises after the expiration or earlier termination of this Agreement, Lessee shall pay rent at the then existing monthly rate until such time as the removal is completed. Such payment shall not be construed as an agreement to continue the leasing relationship and shall in no way limit any other remedy available to the Lessor for recovery of the property or damages related thereto.

Section 12. Quiet Enjoyment

Lessor covenants that Lessee, on paying the rental and performing the covenants, terms, and conditions required of Lessee and contained herein, shall peaceably and quietly have, hold, and enjoy the leasehold estate granted to Lessee by virtue of this Agreement, subject to Lessor's continuous, primary, and overriding right to use the Water Tank Premises as a vital component in the public water supply system owned and operated by the Lessor.

Section 13. Assignment/Sublease

Lessee does have the right to assign this Agreement or sublease the area leased to the Lessee, inclusive of the rights granted to the Lessee herein, in whole or in part, without the Lessor's consent.

Section 14. Condemnation

In the event the Lessor receives notification of any condemnation proceedings affecting the Demised Premises, Lessor will provide notice of the condemnation proceedings to Lessee within forty-eight (48) hours. If a condemning authority takes all of the Water Tank Premises, or a portion sufficient in Lessee's reasonable determination to render the Demised Premises unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority. The Parties will each be entitled to pursue their own separate awards in the condemnation proceedings, which for Lessee will include, where applicable, the value of the communications facilities, moving expenses, prepaid rent, and business dislocation expenses; provided, however, any award to Lessee will not diminish Lessor's recovery. Lessee will be entitled to reimbursement for any prepaid rent on a pro rata basis.

Section 15. Casualty

Lessor will provide notice to Lessee of any known casualty affecting the Demised Premises within forty-eight (48) hours of the Lessor's discovery of the casualty. If any part of the Water Tank Premises is damaged by fire or other casualty so as to render, in Lessor's or Lessee's determination, the Demised Premises unsuitable for continued use, then either party may terminate this Agreement by providing written notice to the other party, which termination will be effective as of the date of such damage or destruction. Upon such termination, Lessee will be reimbursed for any prepaid rent on a pro rata basis, but Lessor shall not be obligated to provide any other form of monetary relief, compensation, and/or damages to Lessee because of such casualty that rendered the Demised Premises unsuitable for use.

Section 16. Waiver of Lessor's Liens

Lessor waives any and all lien rights it may have, statutory or otherwise, concerning Lessee's communications facilities or any portion thereof. Lessee's communication facilities shall be deemed to be personal property for purposes of this Agreement regardless of whether any portion is deemed real or personal property under applicable law. Lessor consents to Lessee's right to remove all or any portion of Lessee's communications facilities from time to time in Lessee's sole discretion.

Section 17. Waiver of Liability

With the exception of any loss or damage caused by the negligence or willful misconduct of one of the Parties, neither Lessor nor Lessee shall be responsible or liable to the other party to this Agreement for any loss or damage arising from any claim to the extent such loss or damage is attributable to any acts or omissions of other users of the Water Tank Premises, acts of vandalism, structural failures, power failures, or other destruction or damage to the Water Tank Premises.

Section 18. Subordination

If the Water Tank Premises becomes encumbered by a deed to secure a debt, mortgage, or other security interest, Lessor will make a good faith effort to provide promptly to Lessee a mutually agreeable Subordination, Non-Disturbance, and Attornment Agreement.

Section 19. Maintenance

(a) Lessee will be responsible for repairing and maintaining Lessee's communication facilities and any other improvements installed by Lessee on the Demised Premises in a proper operating and reasonably safe condition; provided, however, if any such repair or maintenance is required due directly to negligent or malicious acts of the Lessor or its elected and appointed officials, employees, contractors, and

representatives, the Lessor shall reimburse Lessee for the reasonable costs incurred by Lessee to restore the damaged areas to the condition which existed immediately prior thereto. With the exception of (i) Lessee's communications fixtures and related equipment, cables, accessories, and improvements and (ii) any additional costs, maintenance or otherwise, that are directly or indirectly attributable to the acts or omissions of the Lessee, the Lessor shall bear the costs of maintaining the Water Tank Premises.

- (b) Lessor represents and warrants that its operation of the Water Tank Premises, exclusive of Lessee's facilities, meets and will be maintained in accordance with all applicable laws, rules, and regulations, including, without limitation, rules and regulations of the Federal Communications Commission, Federal Aviation Administration, and all applicable local codes and regulations.
- (c) The Water Tank Premises are a critical component in the Lessor's public water supply infrastructure. The protection, preservation, and operational readiness of this public water supply infrastructure is of critical and overriding importance to the Lessor and its citizens.
 - (1) No provision in this Agreement shall be interpreted or construed in a manner that significantly or materially impairs the ability of the Lessor, in its capacity as a municipal corporation operating a public water supply and distribution system enterprise, to take emergency actions to protect the public water supply and to distribute treated water in a safe and efficient manner.
 - (2) In order to provide the Lessor with an effective means of responding to an emergency that requires rapid corrective action to alleviate or remedy a condition threatening the safe operation of the public water supply and distribution system, a point of contact must be provided to the Lessor for use in emergencies. Lessee shall provide the Lessor with a telephone number, or some other mutually agreed upon means of contact such as an email address, to serve as an emergency point of contact that can be reliably and effectively utilized twenty-four (24) hours a day, seven (7) days a week. This emergency point of contact shall provide around the clock access to a representative of the Lessee that can and will take prompt action to properly eliminate any impediment created by the Lessee's equipment to the Lessor's ability to effectively access public water supply and distribution system infrastructure that must be accessed to test water quality and, when necessary, restore water service.
 - (3) By way of illustration and not limitation, and in addition to the possibility of relocating the Lessee's equipment by using a Cell On Wheels ("COW") at the Lessee's expense, the type of emergency response required under this Agreement for the removal of obstacles created by the Lessee's equipment to the Lessor's emergency testing, repair, and/or restoration work includes Lessee turning off the Lessee's transmitter(s) when and only for so long as is strictly necessary, as judged by the appropriate industry, trade, or professional standards, for employees, contractors, or agents of the Lessor to approach for emergency repair, water quality, or safety purposes the zone specified in the certified engineering report referenced in Section 1 of this Agreement as a restricted area due to the excessive levels of radio frequency exposure. Notwithstanding any other clause, provision, or text in this Agreement, when the Lessor is attempting to address an emergency triggered by a specific threat to the operation of the public water supply infrastructure or more generally to the public health and safety, the only amount of notice required under this Agreement to implement an emergency response is as much notice as is practicable under the circumstances.
 - (4) Upon receipt of notice by way of the above-referenced emergency point of contact, the Lessee's authorized personnel shall respond no later than forty-eight (48) hours after the time of the initial emergency notification in order to work in good faith with the Lessor to turn off or relocate the Lessee's equipment as necessary to enable the Lessor to resolve the emergency situation

impacting the public water supply and distribution system. As soon as the emergency is resolved, the Lessor's personnel and contractors shall work with the Lessee in a good faith effort to restore the Lessee's equipment to its original operational status.

- (5) In the event of routine maintenance (*e.g.*, painting) that is not associated with an emergency, the Lessor will provide written notice one hundred eighty (180) days in advance of the date upon which the Lessee will be required to relocate its equipment for the purpose of allowing the Lessor to perform maintenance on the elevated water tank. Once this written 180-day notice is sent to the address listed in the notice section (Section 22) of this Agreement, the Lessee is required, on or before the date specified in the notice, to relocate its equipment to a COW until the Lessor has completed the maintenance work on the elevated water tank. This relocation of equipment to a COW shall be conducted at the sole and exclusive expense of the Lessee at a frequency not to exceed once per five-year period. Maintenance work on the Lessor's elevated water tank shall be scheduled in the sole and exclusive discretion of the Lessor.
 - (6) When either an emergency or routine maintenance subject to the 180-day written notice requirement necessitates the relocation of Lessee's equipment to a COW, the Lessor and Lessee shall make good faith efforts to coordinate the relocation of equipment so as to minimize, to the degree possible, the negative impacts on both Parties. These good-faith coordination efforts shall include, where possible, coordination of the use of the COW with third-party carriers present on the Water Tank Premises. Any expenses associated with or connected in any way to a required relocation of the Lessee's equipment, or a required turning off of the power to the Lessee's transmitter(s), shall be the sole responsibility of the Lessee; provided, however, any expenses associated with or connected in any way to a required relocation of the Lessee's equipment, or a required turning off of the power to the Lessee's transmitter(s), due to non-emergency maintenance shall be the sole responsibility of the Lessee at a frequency not to exceed once per 5-year period. No set-off in the monthly rental amount or any other form of reimbursement from the Lessor for costs associated with either the relocation of Lessee's equipment to a COW or turning off power to Lessee's equipment is permitted.
 - (7) In the event that the relocation of the Lessee's equipment to a COW is necessary, the exact temporary location of any such COW must be approved in advance by the Lessor. Furthermore, the temporary location and operation of a COW must be compliant with all applicable laws, ordinances, rules, and regulations including, without limitation, all zoning ordinances of the City of Asheboro and all rules and regulations of the Federal Communications Commission.
 - (8) Subject to the requirement that the Water Tank Premises must be restored to a condition at least equal to the condition of the premises as of the date hereof and that all utility lines, etc. associated with the COW must be removed within forty-eight (48) hours of the return of the Lessee's equipment to the Demised Premises, the above-stated authorization for the location and operation of a COW, as limited by the provisions found within this section and elsewhere in this Agreement, expressly includes authorization for Lessee to access the COW with personnel, equipment, and utility lines over the Water Tank Premises so long as and on the express condition that such access shall be limited to include only that amount of access strictly necessary for the operation of a COW in accordance with the provisions of this section.
- (d) Aside from relocations of Lessee's equipment that are required by the Lessor in accordance with the above-stated provisions of this Agreement, in the event Lessee's equipment is damaged in a manner that results in the loss of service for a minimum of seven (7) consecutive days, and only so long as Lessee undertakes good faith efforts to restore service to the equipment located on the Demised Premises, Lessor hereby authorizes Lessee to temporarily locate and operate a COW on the Water Tank Premises.

- (1) The exact temporary location of any such COW must be approved in advance and in writing by the Lessor.
 - (2) The temporary location and operation of a COW must be compliant with all applicable laws, ordinances, rules, and regulations including, without limitation, all zoning ordinances of the City of Asheboro and all rules and regulations of the Federal Communications Commission.
 - (3) Subject to the requirement that the Water Tank Premises must be restored to a condition at least equal to the condition of said premises as of the date hereof and that all utility lines, etc. associated with the COW must be removed within forty-eight (48) hours of the restoration of service to the Lessee's equipment located on the Demised Premises, the above-stated authorization for the location and operation of a COW, as limited by the provisions found within this subsection and elsewhere in this Agreement, expressly includes authorization for Lessee to access the COW with personnel, equipment, and utility lines over the Water Tank Premises so long as and on the express condition that such access shall be limited to include only that amount of access strictly necessary for the operation of a COW in accordance with the provisions of this subsection.
- (e) The rights granted by this section of the Agreement shall not limit, restrict, impair, or inhibit the rights of the Lessor under any other section or provision of this Agreement.

Section 20. Hazardous Substances

Lessor represents that it has no knowledge of any substance, chemical, or waste on the Water Tank Premises that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation. Lessee will not introduce or use any such substance on the premises in violation of any applicable law.

Section 21. Governing Law

This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State of North Carolina. Venue for any state trial court litigation shall be in Randolph County, North Carolina, and the venue for any federal trial court litigation shall be in the Middle District of North Carolina.

Section 22. Notices

Except as specifically provided elsewhere in this Agreement, all notices, requests, demands, and communications must be given in writing and shall be deemed validly given on the date when deposited in the United States mail as certified or registered mail, return receipt requested with postage prepaid, and addressed as follows:

If to Lessor, to:

City of Asheboro
Attn: City Manager
Post Office Box 1106
Asheboro, NC 27204-1106

If to Lessee, to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
RE: Site Name: 174-263 (NC); Fixed Asset No. 10018305
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319

With a required copy to:

New Cingular Wireless PCS, LLC
Attn: General Counsel – Network
RE: Site Name: 174-263 (NC); Fixed Asset No. 10018305
208 S. Akard Street
Dallas, TX 75202

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

Section 23. Bind and Benefit

The terms and conditions contained in this Agreement shall constitute covenants running with the land and shall bind and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns.

Section 24. Waivers and Disclaimers; Memorandum of Lease

At the request of Lessee or Lessee's lenders, Lessor shall execute such documents as are reasonably requested by Lessee from time to time for the purpose of releasing, waiving, or disclaiming any interest of Lessor in and to the equipment of Lessee. In addition to the foregoing, at Lessee's request and expense (including reimbursement of reasonable out-of-pocket expenses incurred by Lessor hereunder), Lessor agrees to execute a memorandum of lease in a form suitable for recording and acceptable to Lessor and Lessee. Lessee agrees to provide Lessor with a certified copy of any such memorandum following any recordation of the same.

Section 25. Miscellaneous Provisions

- (a) *Written Modification.* This Agreement cannot be modified except by a written modification executed by Lessor and Lessee in the same manner as this Agreement is executed.
- (b) *Gender/Plurals.* Whenever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable.
- (c) *Superseding Agreement.* As of the Effective Date specified herein, this Agreement supersedes any leasing or licensing agreements pertaining to the Demised Premises that have previously been executed by the Parties or their predecessors in interest, specifically including the Co-Location Option and License Agreement dated as of September 15, 2000. This instrument embodies the entire agreement between the Parties in connection with the Water Tank Premises, and there are no oral or parol agreements, representations, or inducements existing between the Parties relating to this transaction which are not expressly set forth herein and covered hereby.
- (d) *Parties Not Joint Venturers.* Nothing contained herein shall be construed to place the Parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.
- (e) *Waiver of Breach Not Deemed Waiver of Subsequent Breach.* No written waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision herein or a consent to any subsequent breach of the same or any other provisions. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

- (f) *Enumerated Rights Shall Not Be Deemed To Be Exclusive Remedies.* The various rights, powers, and remedies herein contained and reserved to either Lessor or Lessee shall not be considered as exclusive of any other right, power, or remedy, but the same shall be construed as cumulative and shall be in addition to every other right, power, or remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of a party to exercise any right, power, or remedy arising from any omission, neglect, or default of the other party shall impair any such right, power, or remedy nor shall any such delay or omission be construed as a waiver of any such default or be construed as acquiescence therein.
- (g) *Captions Are Merely Informative.* The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope of such paragraphs or sections of this Agreement or in any way affect this Agreement.
- (h) *Time Is of the Essence.* Time shall be of the essence of this Agreement and each and every term and condition thereof.
- (i) *Multiple Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such fully executed counterpart.
- (j) *Product of Mutual Negotiation.* Both Lessor and Lessee acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that counsel has drafted it for both Lessor and Lessee. As such, the doctrine of construction against the drafter shall have no application to this Agreement.
- (k) *Agreement Is Not Executory.* Each of the Parties agrees that this Agreement is not an executory contract subject to assumption as defined by the Bankruptcy Code. The Parties further specifically acknowledge that this provision is critical to the Agreement and was bargained for and part of the consideration for the Agreement.
- (l) *Severability.* If any term or condition of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions shall remain binding upon the Parties as though the unenforceable provision was not contained herein. However, if the invalid, illegal, or unenforceable provision materially affects this Agreement, then the Agreement may be terminated by either party by means of a 10-business day prior written notice to the other party hereto.
- (m) *Interpretation.* Unless otherwise specified, the use of the term “including” will be interpreted to mean “including but not limited to.”
- (n) *No Option.* The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of, or option for the Water Tank Premises based on the terms set forth herein. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment, and delivery hereof by Lessor and Lessee. Scanned and electronic copies of the executed Agreement shall legally bind the Parties to the same extent as original documents.
- (o) *Third Party Approvals Not Necessary.* Lessor warrants and represents that the consent or approval of a third party, including without limitation a lender, is not required with respect to Lessor’s execution of this Agreement.

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute this Agreement on the dates set forth below.

LESSOR:

**THE CITY OF ASHEBORO,
a North Carolina municipal corporation**

By: _____
David H. Smith, Mayor

Date: _____

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

LESSEE:

**NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company**

By: AT&T Mobility Corporation
Its: Manager

By: _____
Signature of Authorized Official

Name of Authorized Official

Title of Authorized Official

Date: _____

16. Upcoming Events and Items Not on the Agenda

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 city council during this portion of the meeting.

There being no further business, the meeting was adjourned at 9:47 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

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

MEETING DATE: THURSDAY, MAY 16, 2024

MEETING TIME: 7:00 P.M.

LOCATION: COUNCIL CHAMBER ON THE 2ND FLOOR OF
ASHEBORO CITY HALL,
146 NORTH CHURCH STREET,
ASHEBORO, NORTH CAROLINA 27203

At 7:00 p.m. on Thursday, May 16, 2024, the Asheboro City Council will convene for a special meeting in the council chamber located on the 2nd floor of Asheboro City Hall, 146 N. Church Street, Asheboro, North Carolina 27203. This special meeting will be conducted as a budget workshop designed to provide an opportunity for the city's elected officials to have an in-depth budgetary discussion with the city manager and the finance director.

The discussion will focus on current budget projections and proposed allocations within the city's general fund. The special city council meeting will be conducted in open session, and anyone who wishes to attend the meeting is welcome.

This meeting notice was issued on the 9th day of May, 2024.

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

#

**SPECIAL MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, MAY 16, 2024
7:00 P.M.**

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

David H. Smith) – Mayor Presiding

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
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Michael L. Leonard, PE, City Engineer
Trevor L. Nuttall, Community Development Director
Jonathan M. Sermon, Recreation Services 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. Presentation of the Proposed FY 2024-2025 General Fund

Finance Director Deborah Reaves utilized a slide show to present details and highlights of the proposed general fund budget for fiscal year 2024-2025. The budget is balanced at \$48,186,044. The property rate tax remains at \$0.71 per 100 valuation. No fee change is recommended for garbage collection.

During her presentation, Ms. Reaves highlighted certain expenses including, but not limited to, the following:

- A 2.5% COLA effective January 1, 2025 for all current City of Asheboro employees
- \$200,000 for exterior sealant for city hall
- \$80,000 for the police department maintenance and bathroom remodel
- \$350,000 for resurfacing streets (Stowe Avenue, Straight Street, and Greensboro Street)
- \$12,000 for maintenance at the city's human resources office
- \$15,000 for maintenance at the fire department
- \$25,000 for the replacement of the Asheboro Regional Airport terminal roof
- \$1,524,608 for financed vehicles
- \$50,000 for building reuse grant matches
- \$175,000 for community development/redevelopment
- \$20,000 for code enforcement – demolition and hauling
- \$40,000 for sidewalk construction NCDOT highway projects
- \$164,000 for police equipment
- \$107,000 for small equipment for the fire department
- \$240,000 for a trolley bus for downtown events
- \$91,700 for a restroom trailer
- \$500,000 for maintenance and repair at McCrary Park
- \$23,500 for playground improvements
- \$80,000 for a netting system to protect vehicles at the municipal golf course
- \$30,000 for chemicals at the municipal golf course
- \$60,000 for a bunker rake at the municipal golf course
- \$40,000 for a tractor with loader and bush hog for the ZooCity Sportsplex
- \$82,000 for a 1 ton truck with crew cab for the ZooCity Sportsplex hauling
- Two (2) utility vehicles for the ZooCity Sportsplex staff - \$36,000
- A golf cart for staff to manage the ZooCity Sportsplex - \$17,000
- A turf vehicle for the ZooCity Sportsplex - \$18,000
- \$60,000 for a track mower for the ZooCity Sportsplex banks
- \$100,000 for the concert series with Downtown Asheboro Inc.
- \$48,000 for a boat launch pier at Lake Reese
- \$120,000 for library books, periodicals, and supplies

A public hearing on the budget will be held during the city council's regular meeting on June 6, 2024 at 7:00 p.m in the council chamber of Asheboro City Hall. The final budget will be adopted during a special meeting of the Asheboro City Council on June 27, 2024 at 6:00 p.m. in the council chamber of Asheboro City Hall.

There being no further business, the meeting was adjourned at 9:19 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, JUNE 6, 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 Trogon, Jr.)

John N. Ogburn, III, City Manager
Alyssa R. Chapius, Public Information Officer
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Mike Jones, Police Captain
Michael L. Leonard, PE, City Engineer
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Jonathan M. Sermon, Recreation Services Director
Jeffrey C. Sugg, City Attorney

1. Call to Order

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.

Sharron Crickmore, who resides on Sterling Street in Asheboro, expressed her concerns in regards to an increase in vehicular traffic and parking impeding the flow of traffic along the street.

Ms. Lee Duranceau of 429 East Kivett Street expressed her concerns about the dumping of animals and the negative impact of certain practices by dog breeders.

Alan Maldonado expressed his concerns about how the city government operates.

Pat Hall expressed her appreciation for classes offered at Randolph Community College.

4. **Consent Agenda**

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

(a) **Acknowledgement of the Receipt of the Meeting Minutes for the Asheboro ABC Board Held on April 1, 2024**

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

(b) **Acknowledgement of the Receipt of the Asheboro ABC Board Budget Message and Proposed Budget for Fiscal Year 2024-2025**

The Asheboro ABC Board's budget message and proposed budget for fiscal year 2024-2025 were received and distributed to the elected officials. The document has been filed in the city clerk's office.

(c) **Acknowledgement of the Receipt of a Report Detailing Major Subdivisions Administratively Approved since May 9, 2024**

There have been none approved.

(d) **Approval of the Temporary Closure of Portions of North McCrary Street and Southway Road for the Fireworks Display on July 3, 2024**

The council approved a special event closure order, including a temporary street closure for the fireworks display on July 3, 2024. The temporary closure will take effect at 2200 hours on July 3, 2024 and will end at 2300 hours on July 3, 2024.

(e) **Approval of the Community Development Division's Request to Schedule for July 11, 2024, and to Advertise, a Legislative Hearing on an Application to Rezone Property Located at 337 West Ward Street (Randolph County Parcel Identification Number 7751742316) from I2 to M zoning.**

(f) **Approval of an Ordinance to Close Economic Development Fund**

16 ORD 6-24

**ORDINANCE TO AMEND AND CLOSE
The ECONOMIC & TOURISM DEVELOPMENT FUND (#72)
FY 2023-2024**

WHEREAS, the last ordinance to amend the Economic & Tourism Development Fund was approved June 28, 2022.

WHEREAS, the City of Asheboro no longer has a need for this Special Revenue Fund.

WHEREAS, the City Council of the City of Asheboro desires to amend the budget as required by law to remit unspent funds back to the General Operating Fund.

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

THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina that the Economic & Tourism Development Fund (fund #72) is hereby closed with the below adjustments.

That the following Expense line items be increased / (decreased)

72-000-800.9003	Downtown Redevelopment	(336,820)
72-000-930.XXXX	Contribution to General Fund	<u>336,820</u>
		0

Adopted this the 6th day of June, 2024

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

ATTEST:

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

(g) Approval of an Ordinance to Amend the General Fund

17 ORD 6-24

**ORDINANCE TO AMEND THE GENERAL FUND
FY 2023-2024**

WHEREAS, the last ordinance to amend the Economic & Tourism Development Fund was approved June 28, 2022.

WHEREAS, the City of Asheboro no longer has a need for this Special Revenue Fund.

WHEREAS, the City Council of the City of Asheboro desires to amend the budget as required by law to receive unspent funds from the Economic & Tourism Development Fund to the General Operating Fund.

WHEREAS, the revenues and expenses in the General Fund operating budget need to be adjusted to account for spending needs since the budget was last amended.

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 budgetary changes be made.

That the following Revenue line items be increased / (decreased)

10-000-360.0010	Transfer from Economic & Tourism Dev Fund	336,820
10-000-399.0000	Fund Balance Allocation	<u>(336,820)</u>
		0

That the following Expense line items be increased / decreased

10-410-547.0000	Elections & Referendums	10,000
10-420-560.0000	Small Equipment	3,000
10-510-536.0000	Uniforms & Accessories	10,000
10-540-502.0000	Salaries	16,000
10-590-506.0000	Unallocated pay plan changes	<u>(39,000)</u>
		0

Adopted this the 6th day of June, 2024

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

ATTEST:

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

(h) Approval of an Ordinance to Amend the Water/Sewer Fund

18 ORD 6-24

**ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2023-2024**

WHEREAS, in the 2023-2024 adopted budget, the cost for contracted services in the Wastewater Treatment Plant was less than anticipated and the cost of supplies and materials and contracted construction in the Water Maintenance Department was more than anticipated.

WHEREAS, the City of Asheboro would like to move excess budgeted allocation from the Wastewater Treatment Plant budget to the Water Maintenance budget.

WHEREAS, the City of Asheboro desires to amend the 2023-2024 budget as required by law to adjust for changes in revenues and expenditures.

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 items be decreased / increased:

<u>Line Item</u>	<u>Description</u>	<u>Change</u>
30-830-545.0000	Contracted Services	(340,000)
30-840-534.0000	Supplies & Materials	280,000
30-840-534.0001	Supplies & Materials - Stone	40,000
30-840-546.0000	Contracted Construction	<u>20,000</u>
	Net change	0

Adopted this 6th day of June 2024,

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

ATTEST:

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

5. A Public Hearing on the Proposed 2024-2025 Annual Operating Budget

Mayor Smith opened the public hearing on the proposed budget for fiscal year 2024-2025. Finance Director Deborah Reaves presented the annual operating budget.

Ms. Reaves reported that the proposed budget was initially presented to the council during special meetings held on May 2, 2024 and May 16, 2024. Notice of the public hearing was published in *The Courier Tribune* and posted on the city's website.

In addition to posting the budget on the city's website, the budget is on file and available for public inspection in the city clerk's office. Ms. Reaves utilized a slide show presentation in order to discuss the details and highlights of the proposed budget. A copy of the presentation is on file in the city clerk's office.

The proposed budget is balanced at \$71,471,388.00. The property tax rate remains at \$0.71 cents per \$100.00 valuation. Currently, no increases for water and sewer rates are recommended.

During her presentation, the finance director highlighted certain expenses including, but not limited to:

- A 2.5% COLA effective January 1, 2025 for all current City of Asheboro employees
- \$868,911 for workers compensation and property insurance
- \$1,187,197 for existing debt service
- \$2,306,408 for capital outlay
- \$720,400 for utilities with \$240,000 of this expense is for the ZooCity Sportsplex
- \$1,809,535 for fuel (Gas Oil Tires)
- \$102,550 for various software subscriptions
- \$40,000 for website and social media archiving, etc. and subscriptions that are for the City of Asheboro in its entirety
- \$200,000 for exterior sealant for city hall
- \$80,000 for maintenance and bathroom remodel at the police department
- \$350,000 for resurfacing streets (Stowe Avenue, Straight Street, Greensboro Street)
- \$12,000 for maintenance at the human resources office
- \$15,000 for maintenance at the fire department
- \$500,000 for library HVAC (partially grant funded)
- \$25,000 for the replacement of the roof at the airport terminal building
- \$120,000 for a downtown parking study
- \$520,800 for economic development not relating to property acquisition or business location incentives
- \$1,444,608 for vehicles
- \$50,000 for building reuse grant matches
- \$100,000 for community redevelopment
- \$20,000 for code enforcement/demolition and hauling
- \$240,000 for trolley bus for downtown events
- \$91,700 for a restroom trailer
- \$36,000 for 2 utility vehicles for ZooCity Sportsplex
- \$120,000 for library books, periodicals, supplies
- \$500,000 for Lake Bunch intake
- \$350,000 for Lake Reese generator
- \$280,000 for Ag Center

Additionally, during her presentation, Ms. Reaves asked the council members to think about increasing the water and sewer rates for the upcoming fiscal year. After some discussion among the council members, a consensus emerged to direct city staff to include a 2% increase for water and sewer rates, but such an increase may not take effect on July 1, 2024.

The annual budget adoption meeting is scheduled for June 27, 2024 at 6:00 p.m. in the council chamber in Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203.

When Ms. Reaves concluded her presentation, Mayor Smith asked if anyone from the public would like to offer any comments on the city's proposed budget. No one from the public made any comments.

No action was requested of the council in connection with the proposed budget, and none was taken.

6. Approval of a Resolution to Accept Installment Financing Terms with Pinnacle Bank

Ms. Reaves presented and recommended adoption, by reference, of a resolution approving an installment financing and security agreement to finance motor vehicles and providing for certain other related matters.

Council Member Bell moved, and Council Member Heath seconded the motion, to adopt the following resolution by reference.

11 RES 6-24

A regular meeting of the Asheboro City Council of the City of Asheboro, North Carolina, was duly held on June 6, 2024 at 7:00 p.m. in the Asheboro City Hall Council Chambers, 146 North Church Street, Asheboro, North Carolina. Mayor David H. Smith presiding.

Council Members Present: Mayor David H. Smith
Clark R. Bell
Edward J. Burks
Kelly L. Heath
William N. McCaskill
Walker B. Moffitt
Charles A. Swiers
W. Joseph Trogdon, Jr.

Council Members Absent: None

* * * * *

Mayor Smith introduced the following resolution, a summary of which had been provided to each Council Member, a copy of which was available with the Clerk to the Asheboro City Council and which was read by title:

A RESOLUTION APPROVING AN INSTALLMENT FINANCING AND SECURITY AGREEMENT TO FINANCE MOTOR VEHICLES AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

WHEREAS, the City of Asheboro, North Carolina (the “City”) is a political subdivision validly existing under the constitution, statutes and laws of the State of North Carolina (the “State”);

WHEREAS, the City has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the Asheboro City Council of the City (the “Asheboro City Council”) has determined that it is in the best interest of the City to enter into an installment financing and security agreement under North Carolina General Statutes Section 160A-20 (the “Agreement”) with Pinnacle Bank, a Tennessee bank (the “Lender”) in order to obtain funds to purchase various items of motor vehicles (the “Vehicles”) and pay costs of executing and delivering the Agreement, and to put a security interest on the Vehicles in favor of the Lender in order to provide security for the City’s obligations under the Agreement;

WHEREAS, the City will enter into the Agreement in an aggregate principal amount of not to exceed \$1,190,667;

WHEREAS, there has been made available to the Asheboro City Council in the office of the City’s Finance Officer the form of the Agreement which the City proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing; and

WHEREAS, it appears that the Agreement is in appropriate form and is an appropriate instrument for the purposes intended;

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

Section 1. ***Ratification of Prior Actions.*** All actions of the City Manager and the Finance Officer, and their respective designees, in effectuating the proposed financing are approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Agreement.

Section 2. ***Approval, Authorization and Execution of Agreement.*** The Asheboro City Council approves the acquisition and financing of the Vehicles in accordance with the terms of the Agreement, which will be a valid, legal and binding obligation of the City in accordance with its terms. The Asheboro City Council approves the amount advanced by the Lender to the City pursuant to the Agreement in an aggregate principal amount not to exceed \$1,190,667 at an interest rate of 4.59%, such amount to be repaid by the City to the Lender as provided in the Agreement. The form, terms and content of the Agreement are in all respects authorized, approved and confirmed. The City Manager, the City Attorney, the Finance Officer and the City Clerk, or their respective designees (the "*Authorized Officers*"), are authorized, empowered and directed to execute and deliver the Agreement for and on behalf of the City, including necessary counterparts, in substantially the form made available to the Asheboro City Council, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the approval of the Asheboro City Council of any and all such changes, modifications, additions or deletions. From and after the execution and delivery of the Agreement, each Authorized Officer is authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

Section 3. ***Further Actions.*** Each Authorized Officer is designated as the City's representative to act on behalf of the City in connection with the transactions contemplated by the Agreement. The Authorized Officers are authorized and directed to proceed with acquisition and financing of the Vehicles in accordance with the terms of the Agreement, and to seek opinions on matters of law from the City Attorney, which the City Attorney is authorized to furnish on behalf of the City, and opinions of law from such other attorneys for all documents contemplated under this Resolution as required by law. The Authorized Officers are authorized to designate one or more employees of the City to take all actions which they are authorized to perform under this Resolution, and each is in all respects authorized on behalf of the City to supply all information pertaining to the transactions contemplated by the Agreement. The Authorized Officers are authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the Agreement or as they may deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution and the on-going administration of the Agreement. Any and all acts of the Authorized Officers may be done individually or collectively.

Section 4. ***Bank Qualification.*** The City hereby designates the Agreement as a "qualified tax-exempt obligation" for purposes of Internal Revenue Code Section 265(b)(3).

Section 5. ***Severability.*** If any section, phrase or provision of this Resolution is for any reason declared invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 6. ***Repealer.*** All motions, orders, resolutions, ordinances and parts thereof in conflict herewith are repealed.

Section 7. ***Effective Date.*** This Resolution is effective on the date of its adoption.

* * * * *

mailing address of Post Office Box 4036, Asheboro, Randolph County, North Carolina 27204-4036. The City and the ZooKeepers are collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the ZooKeepers desire to continue to lease the municipal corporation’s McCrary Park, 138 Southway Road, Asheboro, North Carolina 27205, inclusive of the synthetic turf baseball field, bullpens, batting cages, ticket office, concession stands, permanent restroom facilities, press box, digital scoreboard and sound system, professional quality sports lighting, and paved parking for 260 +/- vehicles; and

WHEREAS, the ZooKeepers request to continue the leasing relationship with the City is rooted in the desire to continue to operate a collegiate summer baseball program; and

WHEREAS, the City and the ZooKeepers desire to provide the citizens of Asheboro and the surrounding areas with the opportunity to attend and view collegiate summer baseball and other amateur baseball games, including American Legion Baseball; and

WHEREAS, the Parties acknowledge and agree that the City may utilize McCrary Park for other recreation or City approved events, inclusive of accommodations that further the City’s support of the Asheboro City School System’s baseball program; provided, however, such additional activities shall not interfere with the ability of the ZooKeepers to operate a collegiate summer baseball program; and

WHEREAS, the City is willing to lease McCrary Park on a non-exclusive basis to the ZooKeepers pursuant to the provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the City, as lessor, does hereby lease to the ZooKeepers, and the ZooKeepers hereby accept, as lessee, the following described real property commonly known as McCrary Park (the three parcels or tracts of land described below will be hereinafter collectively referred as the “Park”) for the primary purposes of providing a home for the ZooKeepers baseball team and hosting collegiate summer baseball and related activities pursuant to the terms and conditions set forth and explained in this Agreement:

Parcel or Tract 1

Asheboro Township, Randolph County, North Carolina:

The real property and improvements known as the McCrary Park that are described in a special warranty deed, dated June 1, 2017, from Acme-McCrary Corporation/Sapona Manufacturing Company, Incorporated Employees’ Fitness Center to the City of Asheboro. This special warranty deed was recorded on June 1, 2017, in the Office of the Register of Deeds for Randolph County, North Carolina (the “Randolph County Registry”) in Book 2548, Page 883.

The above-described property was acquired by the Acme-McCrary Corporation/Sapona Manufacturing Company, Incorporated Employees’ Fitness Center by instrument recorded in Book 1882, Page 607 in the Randolph County Registry. This parcel of land is currently identified by Randolph County Parcel Identification Number 7751347980.

Parcel or Tract 2

Asheboro Township, Randolph County, North Carolina:

All of the 1.3 acres of land, more or less, lying on the west side of North McCrary Street (North Carolina Secondary Road 1455) as described in a North Carolina General Warranty Deed recorded in Book 1835, Page 3073, Randolph County Registry.

For a back reference, see the instrument recorded in Book 1246, Page 1478, Randolph County Registry. This parcel of land is currently identified by Randolph County Parcel Identification Number 7751359117.

Parcel or Tract 3

Asheboro Township, Randolph County, North Carolina:

All of the 0.26 of an acre of land, more or less, described in a deed recorded in Book 2719, Page 2188, Randolph County Registry.

For a back reference, see Book 1754, Page 1136, Randolph County Registry. This parcel of land is currently identified by Randolph County Parcel Identification Number 7751354017.

THE TERMS AND CONDITIONS of the Agreement are stated below.

ARTICLE 1. PERMITTED USE

Section 1.01 This Agreement grants to the ZooKeepers, as lessee, the non-exclusive use of the Park for a collegiate summer baseball program, specifically including playing baseball, baseball practices, promoting baseball, and any other ancillary events or activities approved by the City.

Section 1.02 During the time period May 1 through August 15 of each year, the City will provide to the ZooKeepers the highest scheduling priority to operate the ZooKeepers and, in conjunction with the Kiwanis Club of Asheboro, American Legion baseball teams; provided, however, if the Asheboro High School baseball team qualifies for the playoffs, the school team is authorized to utilize the Park in a manner that is compatible with the ZooKeepers home schedule.

Section 1.03 The City's Recreation Services Department shall work in a good faith effort to avoid scheduling conflicts at the Park by coordinating ZooKeepers events and other events that are not part of operations conducted by the ZooKeepers. If, during any time period, a scheduling conflict arises between ZooKeepers events and any other events proposed for the Park, the City of Asheboro Recreation Services Director (the "**Director**") is authorized to resolve the scheduling conflict by reviewing the available information and making a final decision that is in the best interests of the City. This decision-making process is to be guided by the principle that, in addition to providing a home for summer collegiate baseball and the American Legion baseball teams, the city is committed to utilizing the Park as a venue for recreation programming, incentivizing scholastic play in the community, and bringing visitors to the Asheboro community. To facilitate informed decision making, the ZooKeepers shall provide the Director, as soon as practicable each year, with up-to-date schedules for proposed games, practices, and events so that Park scheduling can be managed in an efficient manner.

ARTICLE 2. TERM

The term of this Agreement shall be ten (10) years, beginning on July 1, 2024 (the "**Commencement Date**").

ARTICLE 3. RENT

Section 3.01 During the term of this Agreement, the ZooKeepers shall pay to the City, without previous demand, setoff, or deduction, an annual rent in the amount specified for each year:

- (A) Lease Year 1 = \$1,000.00;
- (B) Lease Year 2 = \$2,000.00;

(C)	Lease Year 3 =	\$3,000.00;
(D)	Lease Year 4 =	\$3,000.00;
(E)	Lease Year 5 =	\$3,000.00;
(F)	Lease Year 6 =	\$5,000.00;
(G)	Lease Year 7 =	\$5,000.00;
(H)	Lease Year 8 =	\$5,000.00;
(I)	Lease Year 9 =	\$5,000.00; and
(J)	Lease Year 10 =	\$5,000.00.

Section 3.02 The entirety of the annual rental amount specified in Section 3.01(A) for Lease Year 1 shall be due and payable in good funds upon execution of this instrument. Thereafter, the entirety of the annual rental amount specified for each of the following lease years shall be due and payable in good funds within thirty-one (31) calendar days of each anniversary of the Commencement Date. All rental payments shall be paid to the City at the address set out in Article 17 of this Agreement or at such other place as may be designated by the City from time to time. Delivery and payment of rent shall be deemed made only upon actual receipt by the City of the applicable rent payment in good funds.

Section 3.03 In consideration of the limited amount of rental charged to the ZooKeepers each lease year, the Parties have agreed to enter into a GRANT OF COMBINED RIGHT OF FIRST OFFER AND RIGHT OF FIRST REFUSAL designed to facilitate the long-term use of the Park for a collegiate summer baseball program. The template for the granting of these rights to the City is attached to this Agreement as EXHIBIT 1. A grant of rights instrument that conforms in every material respect to the instrument attached as EXHIBIT 1 shall be executed contemporaneously with the execution of this Agreement.

ARTICLE 4. STAFFING

The ZooKeepers shall, at the sole expense of the limited liability company, be responsible for all of the staffing of the Park, specifically including without limitation the parking lot, field, and related facility positions that have to be staffed for ZooKeepers events that fall within the scope of Article 1 of this Agreement.

ARTICLE 5. ALTERATIONS OR IMPROVEMENTS

No alterations, improvements, or structural changes of any kind may be made to the Park without the express written consent of the City. If consent is sought by the ZooKeepers for alterations, improvements, or structural changes of any kind to the premises, the decision as to whether or not to grant such consent shall be within the sole discretion of the City. Furthermore, such consent may be conditioned on the acceptance and compliance of the ZooKeepers with any conditions deemed necessary and proper by the City.

ARTICLE 6. CONCESSIONS AND CONCESSION FACILITIES

The ZooKeepers shall have the exclusive right to operate concessions at ZooKeepers events that fall within the scope of Article 1 of this Agreement. When operating the concessions operations, the ZooKeepers shall be responsible, without any assistance from the City, for performing all of the operational tasks and bearing all of the costs associated with such operations. In addition to staffing the concession operations, the tasks and costs that are the responsibility of a concessions operator other than the City include, but are not limited to, purchasing and maintaining equipment, products, and/or inventory. Furthermore, the concessions operator shall be responsible for operating the concession facilities in a sanitary manner and for obtaining and maintaining all necessary and appropriate permits.

ARTICLE 7. NOVELTY SALES

The ZooKeepers shall have the exclusive rights to operate the novelty sales for ZooKeepers events that fall within the scope of Article 1 of this Agreement and to retain the revenue derived from these sales.

ARTICLE 8. PROMOTION AND ADVERTISING

The ZooKeepers shall have the exclusive right to sublet advertising media at the Park and to retain the revenue derived therefrom. All such advertising media shall consist of either existing advertising media or shall be approved by the City prior to installation; such approval shall not be unreasonably withheld. Furthermore, the ZooKeepers shall have exclusive radio and television broadcast rights and privileges for all ZooKeepers events that fall within the scope of Article 1 of this Agreement and to all revenues derived therefrom. Notwithstanding any other text found herein, no provision of this Agreement shall be construed in a manner that limits or impairs to any degree the exclusive right of the City to grant sponsorship/naming rights for city-owned property.

ARTICLE 9. INSURANCE

At all times during the term of this Agreement, the ZooKeepers shall, at the limited liability company's own expense, maintain and keep in full force and effect liquor liability coverage as well as general liability insurance against claims for bodily injury, death, or property damage occurring on or about the demised premises with a per occurrence limit of not less than one million dollars (\$1,000,000.00). Throughout the term of this Agreement, the City shall be named as an additional insured in any policies obtained by the ZooKeepers as a consequence of the requirements imposed by the preceding sentence. Furthermore, the City will be furnished annually with a Certificate of Insurance demonstrating the ZooKeepers compliance with this Article, and all policies shall provide for thirty (30) days advance written notice to the City of material change, cancellation, or non-renewal of said policies.

ARTICLE 10. UTILITIES

All utilities (electricity, water, and sewer) shall remain in the name of the City, and the City shall pay these utility charges.

ARTICLE 11. MAINTENANCE/CLEAN-UP RESPONSIBILITIES

- (a) The City shall be responsible for field maintenance required for ZooKeepers games and practices prior to the commencement of a game or a practice session. Such maintenance includes grooming the synthetic field turf. However, the ZooKeepers shall be responsible for any infield maintenance required during a game or during a double header.
- (b) The City shall be responsible for regular mowing of the surrounding areas during the season.
- (c) The City shall be responsible for cleaning up the Park's facilities, including without limitation the fields, grandstands, restrooms, press box, and parking areas, after each ZooKeepers event. Solid waste collected by ZooKeepers staff during games shall be deposited in plastic bags in accordance with the rules and regulations governing the bagging and placement of solid waste for removal by the City's environmental services department.
- (d) The City shall be responsible for the removal of the properly bagged solid waste from the premises.

ARTICLE 12. INDEMNIFICATION

The ZooKeepers hereby promise and agree to hold harmless and indemnify the City against any and all liabilities, costs, losses, damages, injuries, claims, judgments, or awards, including without limitation attorney fees, court costs, and costs incidental to any litigation, arising out of or resulting from (a) the use or occupancy of the premises by the ZooKeepers;

(b) any injury or damage happening on or about the premises that is caused by the negligent act(s) or omission(s) of the ZooKeepers or one of the limited liability company's officers, employees, agents, or representatives (whether paid or unpaid); (c) any breach of the terms of this Agreement; or (d) failure on the part of the ZooKeepers to comply with any law or governmental regulation.

ARTICLE 13. SUBLEASING/ASSIGNMENT

With the exception of the revenue generating activities authorized in Article 8 of this Agreement, the ZooKeepers shall not sublet or assign this Agreement without the prior written consent of the City. The City reserves the right to refuse, with or without cause, to grant any such consent.

ARTICLE 14. TERMINATION IN EVENT OF DEFAULT

If either the City or the ZooKeepers shall fail to perform, keep, and observe any of the terms, covenants, and conditions contained within this Agreement, and shall remain in default thereof for a period of thirty (30) days after written notice from the party not in default calling attention to such default, the party not in default may declare this Agreement terminated and canceled. In the case of the City, the City may take possession of the Park without additional notice and without prejudice to any other legal remedy that it might have available to it on account of default by the ZooKeepers.

ARTICLE 15. WAIVER OF LIABILITY

The ZooKeepers shall maintain the limited liability company's own property insurance with coverage against theft or damage to any and all personal property that the company stores in or about the Park. The limited liability company assumes all risk and responsibility in connection with the safekeeping of all of its equipment and personal property. Furthermore, the ZooKeepers agree to hold the City harmless for any damage of whatever nature occurring to said property while it is located on the premises of the Park.

ARTICLE 16. BINDING ON SUCCESSORS AND ASSIGNS

All covenants and agreements of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the ZooKeepers.

ARTICLE 17. NOTICES

All notices required to be given or authorized to be given by any party pursuant to this Agreement shall be in writing and shall be served personally or by certified mail, return receipt requested, with postage prepaid and addressed as follows:

To the City: City of Asheboro
146 North Church Street
Post Office Box 1106
Asheboro, North Carolina 27204-1106
Attention: City Manager

To the ZooKeepers: ZooKeepers Baseball LLC
Post Office Box 4036
Asheboro, North Carolina 27204-4036
Attention: Ronnie Pugh, Manager

ARTICLE 18. AMENDMENT OF AGREEMENT

This Agreement may be amended only by written instrument duly authorized and executed by the Parties.

ARTICLE 19. SEVERABILITY OF AGREEMENT

If any provision of this Agreement shall be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining

provisions of the Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

ARTICLE 20. COUNTERPARTS OF AGREEMENT

This Agreement may be executed in several counterparts, and any such counterparts shall be regarded for all purposes as an original.

ARTICLE 21. SURVIVABILITY OF AGREEMENT PROVISIONS

The representations, warranties, and indemnification provisions contained herein shall survive the termination of this Agreement.

ARTICLE 22. NO WAIVER OF AGREEMENT PROVISIONS

No waiver by either party of any term or condition of this Agreement will be deemed to constitute a waiver of any subsequent breach whether of the same or of a different article, section, subsection, paragraph, clause, phrase, or other provision of the Agreement. Making payments pursuant to this provision during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any of the claims or defenses of the party making such payment. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted the waiver.

ARTICLE 23. APPLICABLE LAW

This Agreement shall be governed and construed under and pursuant to the laws of the State of North Carolina.

ARTICLE 24. ENTIRETY OF AGREEMENT

This instrument sets forth the entire agreement and understanding of the parties with respect to the subject matter of the Agreement and supersedes all prior arrangements and communications between the Parties.

ARTICLE 25. INFORMED AND VOLUNTARY EXECUTION

Each party herein expressly represents and warrants to all other Parties hereto that (a) before executing this instrument, said party has fully informed itself of the terms, contents, conditions, and effects of the Agreement; (b) said party has relied solely and completely upon its own judgment in executing this instrument; (c) said party has had the opportunity to see and has obtained the advice of counsel before executing this instrument; (d) said party has acted voluntarily and of its own free will in executing this instrument; (e) said party is not acting under duress, whether economic or physical, in executing this instrument; and (f) this Agreement is the result of arm's length negotiations conducted by and among the Parties and their respective counsel.

ARTICLE 26. JOINT NEGOTIATION AND DRAFTING

The Parties agree and acknowledge that they have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or a question of intent or interpretation arises, this instrument shall be construed as if drafted jointly by the Parties, and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this instrument. Any reference to a federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. If any party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant.

ARTICLE 27. HEADINGS

The headings are for convenience and reference only and in no way define and limit the scope and content of this Agreement or in any way affect its provisions.

ARTICLE 28. AUTHORIZATION TO EXECUTE AGREEMENT

By signature below, the Parties represent and warrant that the undersigned are authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this instrument as of the dates written below.

CITY OF ASHEBORO:

By: _____
Signature of Mayor David H. Smith

Date: _____
Printed Date of Execution

ZOOKEEPERS BASEBALL LLC:

By: _____
Signature of Authorized Official

Name: _____
Printed Name of Authorized Official

Title: _____
Printed Title of Authorized Official

Date: _____
Printed Date of Execution

EXHIBIT 1

STATE OF NORTH CAROLINA

**GRANT OF COMBINED
RIGHT OF FIRST OFFER AND
RIGHT OF FIRST REFUSAL**

COUNTY OF RANDOLPH

THIS GRANT OF A RIGHT OF FIRST OFFER IN COMBINATION WITH A RIGHT OF FIRST REFUSAL, entered into as of the last date of the signature of the parties hereto, is made by and between the following Owner and Grantee:

OWNER: **ZOOKEEPERS BASEBALL LLC,**
a North Carolina limited liability company,
Post Office Box 4036,
Asheboro, North Carolina 27204-4036

GRANTEE: **CITY OF ASHEBORO,**
a North Carolina municipal corporation,
Post Office Box 1106
Asheboro, North Carolina 27204-1106

INTENDING TO BE LEGALLY BOUND, and in consideration of the reduced annual rental charge set by the Grantee for the Owner over the term of a 10-year lease agreement for McCrary Park and for other good and valuable consideration, the above-identified Owner grants to the above-identified Grantee the rights described below (this instrument describing the grant of rights shall be hereinafter referred to as the “**Grant**”).

ARTICLE 1. INTENT TO TRANSFER TO THIRD PARTY

Section 1.01 Owner Notice Obligation

In furtherance of the right of first offer granted herein, if the Owner wants to transfer the sports franchise/baseball team commonly referred to as the ZooKeepers to a third party and thereby create the potential for the baseball team to move to a venue other than McCrary Park, 138 Southway Road, Asheboro, North Carolina 27205, the Owner must notify the Grantee of such an intent to transfer the baseball team before taking any of the following actions: (a) listing the baseball team for sale or otherwise offering the team for sale or other transfer to a third party; or (b) discuss or negotiate the terms of a transfer with a third party.

Section 1.02 Definition of Transfer

As used in this Grant, the term “transfer” means a change of ownership or control of the baseball team and includes any of the following whether in a single transaction or a series of transactions: (a) the direct or indirect sale, agreement to sell, assignment, or conveyance of the baseball team so as to create the potential for the baseball team to be moved from the McCrary Park venue; and (b) a transfer of stock, partnership, or other ownership interests in the Owner that creates the potential for the baseball team to be moved from the McCrary Park venue.

Section 1.03 Definition of Third Party

As used in this Grant, the term “third party” means a person (this term inclusive of a human or a legal entity including a trust, corporation, partnership, limited liability company, or other organization) other than the Owner, a person controlled by the Owner, and the Grantee.

Section 1.04 Procedural Requirements for Giving Notice

Notices under this Grant, including notice of change of address, must be in writing and delivered to the Owner or the Grantee, as the case may be, at their respective addresses set forth on the first page of this instrument. The means of delivery may be any of the following means: certified mail (return receipt requested), commercial courier guaranteeing next day delivery, or hand delivery.

ARTICLE 2. OPPORTUNITY OF FIRST OFFER

Section 2.01 Offer

The Owner’s notice of intent to transfer described in Article 1 of this Grant must include the purchase price and other terms of sale that the Owner is willing to accept in consideration of transferring the baseball team to the Grantee (the “**Owner’s Offer**”).

Section 2.02 Response

Within thirty (30) days after receiving notice of the intent to transfer (this time period will be hereinafter referred to as the “**Initial Acceptance Period**”), the Grantee may, by notice to the Owner, accept the Owner’s Offer or make a counteroffer setting forth the purchase

price that Grantee is willing to pay and other terms the Grantee is willing to accept in consideration of retaining the baseball team in Asheboro.

ARTICLE 3. OPPORTUNITY TO NEGOTIATE IN GOOD FAITH

Section 3.01 Negotiation

If the Grantee responds to the Owner's Offer with a counteroffer, then, during the time remaining in the Initial Acceptance Period, and the thirty (30) days following (together, the "**Negotiation Period**"), the Owner and the Grantee must make good faith attempts to find mutually acceptable terms for the sale of the baseball team to the Grantee.

Section 3.02 Open Offers

The initial offer and counteroffer remain open and available for acceptance for the entire Negotiation Period.

ARTICLE 4. END OF GRANTEE'S RIGHTS UNDER THE RIGHT OF FIRST OFFER

The Grantee's rights under the Right of First Offer are ended, and the Owner is free to offer the baseball team for sale to a third party if:

- (a) At the end of the Initial Acceptance Period, the Owner has not received notice that the Grantee has either (1) accepted the Owner's Offer or (2) elected to negotiate during the Negotiation Period by submitting the Grantee's counteroffer; or
- (b) At the end of the Negotiation Period, (1) no offer has been accepted and (2) the Owner and the Grantee fail to reach agreement on mutually acceptable terms for the transfer of the baseball team to the Grantee.

ARTICLE 5. GRANT OF RIGHT OF FIRST REFUSAL

Section 5.01 Notice of Intent to Accept Third Party Offer

Subsequent to the end of the Grantee's rights under the Right of First Offer, if the Owner receives a third-party offer that the Owner intends to accept, the Owner must notify the Grantee of the intent to accept the third-party offer and not accept the third-party offer until the Grantee has the opportunity to purchase the baseball team in accordance with the rights provided by this Grant. The Owner's notice of intent must incorporate a complete and accurate copy of the third-party offer.

Section 5.02 Definition of Third-Party Offer

As used in this Grant, the term "third-party offer" means a firm written offer to purchase or otherwise accept the transfer of the baseball team to a third party that tendered the offer and has created the risk for the baseball team to be moved from the McCrary Park venue.

ARTICLE 6. OPPORTUNITY OF FIRST REFUSAL

Section 6.01 Offer

The Owner's notice of intent to accept the third-party offer constitutes the Owner's offer to transfer the baseball team to the Grantee on the same terms set forth in the third-party offer.

Section 6.02 Final Acceptance Period

The Owner’s offer must remain open for acceptance by the Grantee for a period of ten (10) business days after receipt by the Grantee of the Owner’s notice (the “**Final Acceptance Period**”).

Section 6.03 Extension to Finalize Sales Contract

If the third-party offer does not incorporate a complete sales contract, then the Grantee may still notify the Owner within the Final Acceptance Period of the Grantee’s acceptance of the Owner’s offer and the intent to use supplemental mutually agreeable terms to convert the third-party offer into a complete sales contract. Furthermore, the Grantee may reserve the right to withdraw the acceptance if, within thirty (30) days following the end of the Final Acceptance Period (this supplemental 30-day period will be hereinafter referred to as the “**Finalization Period**”), the Owner and Grantee, both using good faith efforts, fail to find mutually acceptable terms to generate a complete sales contract for the baseball team; provided, however, the terms set forth in the Owner’s offer are fixed unless otherwise agreed by the Owner and the Grantee. A complete written sales contract for the baseball team shall be memorialized in a form acceptable to both the Owner and the Grantee.

ARTICLE 7. END OF GRANTEE’S FIRST REFUSAL RIGHTS

The Grantee’s rights under the Right of First Refusal are ended, and the Owner is free to accept the third-party offer if:

- (a) At the end of the Final Acceptance Period, the Owner has not received notice that the Grantee either (1) accepts the Owner’s Offer or (2) accepts the offer conditionally under the terms of Section 6.03 above; or
- (b) At the end of the Finalization Period, (notwithstanding the good faith efforts of each) the Owner and the Grantee have failed to sign a mutually binding sales contract.

ARTICLE 8. DURATION OF GRANT

This Grant is valid for a length of time that shall not exceed the term of the 10-year lease agreement for the nonexclusive use of McCrary Park, which was entered as of June _____, 2024, by and between the Owner and the Grantee.

INTENDING TO BE LEGALLY BOUND, the Owner has signed and delivered this Grant as of the date indicated below.

ZOOKEEPERS BASEBALL LLC:

By: _____
Signature of Authorized Official

Name: _____
Printed Name of Authorized Official

Title: _____
Printed Title of Authorized Official

Date: _____
Printed Date of Execution

GRANTEE SIGNS below to evidence its acceptance of the terms of this Grant.

CITY OF ASHEBORO:

By: _____
Signature of Mayor David H. Smith

Date: _____
Printed Date of Execution

[At the conclusion of the vote for the leasing agreement, Recreation Services Director Jonathan Sermon presented proposed updates to the Cultural and Recreational Services Policy Manual. The updates to the manual were for informational purposes and will be discussed by the council at a future meeting. No action was taken on the proposed updates.]

8. Consideration of a Resolution Concerning a Potential Interlocal Agreement with Randolph County Related to Special Intensity Allocations within Water-Supply Watersheds

Mr. Nuttall presented and recommended adoption, by reference, of a resolution calling for the City of Asheboro, North Carolina to enter into an interlocal agreement with Randolph County, North Carolina, regarding the allocation of 10/70 option watershed development acreage.

Council Member Heath moved, and Council Member Moffitt seconded the motion to approve the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

RESOLUTION NUMBER 12 RES 6-24

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION CALLING FOR THE CITY OF ASHEBORO, NORTH CAROLINA TO ENTER INTO AN INTERLOCAL AGREEMENT WITH RANDOLPH COUNTY, NORTH CAROLINA, REGARDING THE ALLOCATION OF 10/70 OPTION WATERSHED DEVELOPMENT ACREAGE

WHEREAS, G.S. § 160D-926 and G.S. § 143-214.5 specifically authorize local governments to enact and enforce water supply watershed management regulations; and,

WHEREAS, the City of Asheboro and Randolph County have jurisdiction in the Back Creek Lake WS-II-BW and UT to Cedar Creek WS-II-BW public water supply watersheds designated by the North Carolina Environmental Management Commission; and

WHEREAS, the City of Asheboro has adopted a water supply watershed protection ordinance implementing the low density development option and 10/70 option for WS-II-BW public water supply watersheds within its jurisdiction; and,

WHEREAS, G.S. § 160A-461 authorizes one or more other units of local government in this State to enter into contracts or agreements with each other in order to execute any undertaking; and,

WHEREAS, a local government may by joint resolution submitted and approved by the North Carolina Environmental Management Commission enter into an interlocal agreement to allocate local government within the same watershed percentage of its share of 10/70 option acreage; and,

WHEREAS, the City of Asheboro desires to protect the public health by preventing further degradation of the public water supply watershed, while at the same time enhancing desirable economic development consistent with the comprehensive, strategic, and land development plans of the City of Asheboro and Randolph County; and,

WHEREAS, Randolph County has offered an interlocal agreement establishing the procedures whereby Randolph County can allocate to the City of Asheboro 10/70 option acreage;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that an interlocal agreement between the City of Asheboro and Randolph County be entered into for the purpose of establishing the procedures whereby Randolph County can allocate to the City of Asheboro 10/70 option acreage; and that the Mayor be authorized to sign this agreement on behalf of the City Council.

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the Mayor on behalf of the City Council be authorized to make requests to Randolph County for 10/70 allocation.

This resolution was adopted by the Asheboro City Council in open session during a regular meeting held on June 6, 2024.

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

ATTEST:

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

9. **Consideration of Activities Necessary to Proceed with the Community Development Block Grant (CDBG) Award for CASPN Homes Rehabilitation Project (State Grant Number 22-C-4113)**
 - (a) **A Resolution Authorizing City Officials to Take Appropriate Actions to Satisfy the Funding Approval Conditions**

Mr. Nuttall presented and recommended adoption, by reference, of a resolution authorizing city officials to satisfy funding approval conditions for the CASPN Homes Rehabilitation Project.

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

RESOLUTION NUMBER 13 RES 6-24

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION AUTHORIZING CITY OFFICIALS TO SATISFY FUNDING APPROVAL CONDITIONS FOR THE CASPN HOMES REHABILITATION PROJECT

WHEREAS, the City of Asheboro (the “City”) has been awarded a Neighborhood Revitalization Community Development Block Grant (CDBG-NR) in the amount of \$950,000.00 to assist in the rehabilitation and preservation of CASPN Homes located at 945 S. Church Street; and

WHEREAS, Wainman Homes, Inc. is the owner of CASPN Homes and is proposing to renovate, with CDBG-NR assistance, this complex that provides 50 independent living units for families 55 years and older earning 60% or less of area median income; and

WHEREAS, the North Carolina Department of Commerce has notified the city that, pursuant to CDBG-NR regulations, no project activities can begin, and no funds may be obligated or expended until conditions on the Funding Approval are satisfied; and

WHEREAS, the city council wishes to proceed with this Neighborhood Revitalization project and has concluded that the funding approval conditions are applicable.

(a) Report on the Notice of No Further Action from the North Carolina Department of Environmental Quality Resulting from the Limited Site Assessment Performed on the Property

City Manager John Ogburn reported the Limited Site Assessment Report was received by the UST Section, Division of Waste Management, Winston-Salem Regional Office on May 21, 2024. The review indicates that soil contamination does not exceed the residential maximum soil contaminant concentrations (MSCCs), established in Title 15A NCAC 2L .0411 and that groundwater contamination does not exceed the groundwater quality standards established in Title 15A NCAC 2L .0202.

The UST Section determined that no further action is warranted for the incident, and that all required actions have been completed.

No formal action was taken by the council during this portion of the meeting.

(b) An Appraisal Report of the Property from April 2024

Mr. Ogburn noted that an appraisal has been completed on the historic mill property and that the fair market value of the property was appraised for \$860,000. A copy of the appraisal report is on file in the city clerk's office.

(c) Consideration of a Resolution Authorizing the Appropriate City Officials to Take the Necessary Steps to Dispose of the Property by Private Sale at a Negotiated Price

Mr. Ogburn presented and recommended adoption, by reference, of a resolution authorizing the disposal of historic mill located at 159 North Street by private sale.

Council Member Bell moved, and Council Member Burks seconded the motion to adopt the following resolution by reference.

RESOLUTION NO. 14 RES 6-24

RESOLUTION AUTHORIZING DISPOSAL OF HISTORIC MILL LOCATED AT 159 NORTH STREET BY PRIVATE SALE

WHEREAS, the City of Asheboro (City) owns that real property located at 159 North Street, Asheboro, NC 27203, which is known as the historic former Acme McCrary Mill ("Historic Mill") and further identified by Randolph County Parcel Identification Numbers 7751738393 and 7751831208; and

WHEREAS, the Historic Mill is on the National Park Service's National Historic Register and a Local Landmark as designated by the Randolph County Historic Landmark Preservation Commission; and

WHEREAS, the City of Asheboro desires to ensure the preservation of this architecturally and historically significant property and has identified such action to be in the public interest; and

WHEREAS, the City Council has determined that the cost to the city for continued maintenance and preservation activities to be excessive; and

WHEREAS, Downtown Asheboro Inc. (DAI) is a North Carolina non-profit corporation, whose purposes include the preservation or conservation of real or personal properties of architectural, archaeological, artistic, cultural, historical, natural, or scenic significance; and

WHEREAS, DAI has approached the City about assuming the ownership of the Historic Mill for the purpose of maintaining the property and preserving its architectural, historical, and cultural significance; and

WHEREAS, the City Council has determined that DAI's stated goals constitute a public purpose; and

WHEREAS, the City Council desires to sell the Historic Mill to DAI for the appraised value of \$860,000.00, subject to a binding preservation agreement, because the City Council believes the public benefits to be realized from DAI acquiring the property at the appraised value constitute a public purpose and sufficient consideration.

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

1. That the City is authorized to sell the historic former Acme McCrary Mill, located at 159 North Street, Asheboro, NC 27203, to Downtown Asheboro, Inc. by private sale pursuant to N.C.G.S. §160A-266(b) and §160A-267.
2. That the City Manager is authorized to enter into a purchase agreement and take all action commensurate therewith to dispose of the historic former Acme McCrary mill by private sale.
3. That a notice summarizing the contents of this resolution shall be published once after the adoption of this resolution, and no sale shall be consummated until 10 days after the publication of said notice pursuant to N.C.G.S. §160A-267.
4. That this Resolution shall become effective immediately upon its adoption.

This Resolution was duly adopted by the Asheboro City Council in open session during a regular meeting held on the 6th day of June, 2024.

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

ATTEST:

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

12. Announcement of a Special Meeting on Thursday, June 27, 2024, at 6:00 P.M.

Mayor Smith announced that a special meeting of the Asheboro City Council will be held on Thursday, June 27, 2025 at 6:00 p.m.

No formal action was taken by the council during this portion of the meeting.

13. Upcoming Events and Items Not on the Agenda

Mayor Smith and Mr. Ogburn led a brief discussion of upcoming events within the city government and the community in general.

During this discussion, Mr. Ogburn announced that a special meeting may be held on July 12, 2024 at the Asheboro Recreation Center. More details of the meeting will be provided at a later date.

No formal action was taken by the council during this portion of the meeting.

There being no further business, the meeting was adjourned at 10:35 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

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

MEETING DATE: THURSDAY, JUNE 27, 2024

MEETING TIME: 6:00 P.M.

**LOCATION: COUNCIL CHAMBER ON THE 2ND FLOOR OF
ASHEBORO CITY HALL,
146 NORTH CHURCH STREET,
ASHEBORO, NORTH CAROLINA 27203**

.....
At 6:00 p.m. on Thursday, June 27, 2024, the Asheboro City Council will convene for a special meeting in the council chamber at Asheboro City Hall, 146 N. Church Street, Asheboro, NC 27203. The following agenda items will be considered and acted upon:

1. Meeting minutes for council meetings on the 2nd, 9th, and 16th of May, 2024;
2. A general account of a closed session held during the city council meeting on May 2, 2024, along with a resolution sealing the general account;
3. Project ordinance and FY 2023-2024 budget ordinance amendments, including fiscal year-end accounting for the Cone Health ZooCity Sportsplex Project with staff recommendations for change order and ordinance actions;
4. Final action on the proposed City of Asheboro Budget Ordinance for the upcoming fiscal year (FY 2024-2025);
5. An interlocal agreement with Randolph County for law enforcement dispatch services during FY 2024-2025;
6. A fire protection service contract with East Side Volunteer Fire Protection Association, Inc.;
7. Cultural and Recreation Services Policy Manual amendments, specifically including articles addressing advertising and sponsorships, McCrary Park, and the Cone Health ZooCity Sportsplex, along with amendments to the division's schedule of deposits, fees, and charges; and
8. Code of Asheboro amendment(s) reflecting other fee/rate changes, specifically including without limitation water and sewer utility rates.

The special city council meeting will be conducted in open session. Anyone who wishes to attend is welcome. This meeting notice was issued on June 21, 2024.

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

#

**SPECIAL MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, JUNE 27, 2024
7:00 P.M.**

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

David H. Smith) – Mayor Presiding

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
Alyssa R. Chapius, Public Information Officer
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Thomas Scaramastra, City Surveyor
Jonathan M. Sermon, Recreation Services Director
Jeffrey C. Sugg, City Attorney
Tammy M. Williams, Engineering Assistant

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. Consent Agenda

With the exception of consent agenda items (a) through (e), Council Member Burks moved, and Council Member Trogdon seconded the motion to approve/adopt the following consent agenda items. Council Members Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

[Council Member Bell arrived at approximately 6:17 p.m. and was not present at the time of voting on this agenda item.]

(a) Approval of the City Council Meeting Minutes for May 2, 2024

The above-referenced consent agenda item was removed from the consent agenda.

(b) Approval of the City Council Meeting Minutes for May 9, 2024

The above-referenced consent agenda item was removed from the consent agenda.

(c) Approval of the City Council Meeting Minutes for May 16, 2024

The above-referenced consent agenda item was removed from the consent agenda.

(d) Approval of the General Account of a Closed Session Held During the Special City Council Meeting on May 2, 2024

The above-referenced consent agenda item was removed from the consent agenda.

(e) Approval of a Resolution Sealing the General Account of a Closed Session Held During the Special City Council Meeting on May 2, 2024

The above-referenced consent agenda item was removed from the consent agenda and continued to the council's regular meeting scheduled for July 11, 2024.

(f) Approval of an Interlocal Agreement with Randolph County for Law Enforcement Dispatch Services for the Fiscal Year 2024-2025

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

INTERLOCAL AGREEMENT FOR
LAW ENFORCEMENT DISPATCH SERVICES

This Interlocal Agreement (this “**Agreement**”) is made and entered into as of the date of the last signature affixed hereto, by and between the City of Asheboro (“**CITY**”) and Randolph County (“**COUNTY**”). (CITY and COUNTY are hereinafter collectively referred to as the “**Parties**.”)

WITNESSETH:

THAT WHEREAS, CITY desires to enter into a contract with COUNTY for it to provide law enforcement dispatch services for the CITY’s police department; and

WHEREAS, COUNTY desires to provide CITY with law enforcement dispatch services on the terms and conditions provided herein.

NOW, THEREFORE, the Parties do agree and contract as follows:

ARTICLE 1. TERM OF AGREEMENT

1.1 Term of Agreement. The term of this Agreement is for one (1) year beginning on July 1, 2024, and terminating on June 30, 2025.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS AND SERVICES TO BE PROVIDED BY RANDOLPH COUNTY

2.1 Independent Contractor Status. At all times when COUNTY and its personnel are rendering services pursuant to this Agreement they shall have the status of independent contractors with respect to CITY. The personnel provided for herein shall at all times be employees of COUNTY and not be employees of CITY. COUNTY shall be solely responsible for the supervision, control, and discipline of its personnel and for the direction of their work activities and assignments. COUNTY shall be solely responsible for the compensation of the personnel including all employee benefits. COUNTY shall be solely responsible for any injury to its personnel and their property.

2.2 Training, Equipping, Supervising, Credentialing. COUNTY is responsible for training, equipping, supervising, and credentialing the personnel provided for herein in a manner that complies with all applicable laws and rules and ensures that they are able to perform services under this Agreement.

2.3 Services to be Provided by COUNTY. COUNTY shall provide law enforcement dispatch services for CITY as provided in Attachment A, Scope of Services, attached to this Agreement and fully incorporated herein by reference.

ARTICLE 3. OBLIGATIONS OF CITY

3.1 Compensation. CITY shall pay COUNTY wages and associated benefits for four (4) full-time telecommunicator positions as provided in paragraph (a) below.

- (a) CITY shall remit to COUNTY monthly the sum of Twenty-Three Thousand Three Hundred Fourteen and no/100 Dollars (\$23,314.00) for services rendered pursuant to this Agreement.
- (b) In no event shall the amount remitted by the CITY under this Agreement be more than Two Hundred Seventy-Nine Thousand Seven Hundred Sixty-Eight and no/100 Dollars (\$279,768.00).

ARTICLE 4. GENERAL PROVISIONS

4.1 Time of Essence. Time is of the essence in performing all obligations under this Agreement.

4.2 Compliance with Laws: COUNTY shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its activities, including those of federal, state, and local agencies having jurisdiction or authority.

4.3 Subcontracting. COUNTY shall not subcontract the performance of its obligations.

4.4 Termination. Either Party may terminate this Agreement at any time by giving one hundred twenty (120) days' notice in writing to the other Party. Upon such termination, CITY shall pay COUNTY for unpaid services completed.

4.5 Assignment. COUNTY shall not assign this Agreement or any interest herein.

4.6 Amendments: This Agreement shall not be amended orally or by performance, but only by written amendments executed by the COUNTY and CITY.

4.7 Entire Agreement: This Agreement, including any exhibits hereto, is the entire agreement between the Parties and supersedes all prior oral or written communications and agreements.

4.8 Survival Clause. The following shall survive the termination or expiration this Agreement: (a) all obligations and liabilities that accrue under this Agreement before the termination or expiration of this Agreement, (b) all obligations under this Agreement to provide reports, documentation, or information to the other Party or to third parties, (c) all indemnity obligations imposed by this Agreement, (d) all provisions of this Agreement that impose an obligation after termination or expiration of this Agreement, and (e) all obligations under this Agreement which by their nature or context are intended to be performed after the termination or expiration of this Agreement.

4.9 Iran Divestment. Pursuant to N.C. Gen. Stat. §147-86.59, the Parties each certify that it is not identified on a list created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. §147-86.58 as a person engaging in investment activities in Iran. Contractor further certifies that in the performance of this Contract it shall not use any contractor or subcontractor that is identified on such a list.

4.10 E-Verify. Each party to this Agreement hereby attests that it currently complies with and shall continue to comply with, for the duration of this Agreement, Article 2 of Chapter 64 of the North Carolina General Statutes (commonly referred to as "E-Verify") and further attests that it ensures and continues to ensure that any subcontractors utilized by said party also comply with said Article.

IN WITNESS WHEREOF, CITY and COUNTY have each executed this Agreement in duplicate originals.

COUNTY OF RANDOLPH

(SEAL)

Attest:

By: _____
**Darrell L. Frye, Chairman
Randolph County Board of
Commissioners**

Dana Crisco, Clerk to the Board

I, _____, a Notary Public of the County of Randolph, State of North Carolina, do hereby certify that Dana Crisco, who is personally known to me, appeared before me this

day and acknowledged that she is the Clerk to the Board for the County of Randolph and that, by authority duly given and as the act of the County of Randolph, the foregoing instrument was voluntarily executed on behalf of the County by Darrell L. Frye, the Chairman of its Board of Commissioners, sealed with the County's corporate seal, and attested by her as Clerk to the Board for the purposes stated therein.

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

Notary Public

My Commission expires: _____.

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

William Massie, Finance Officer
Randolph County

CITY OF ASHEBORO

(SEAL)

Attest:

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

Holly H. Doerr, City Clerk

I, _____, a Notary Public of the County of Randolph, State of North Carolina, do hereby certify that Holly H. Doerr, who is personally known to me, appeared before me this day and acknowledged that she is the City Clerk for the City of Asheboro and that, by authority duly given and as the act of the City of Asheboro, the foregoing instrument was voluntarily executed on behalf of the City by David H. Smith, the Mayor, sealed with the City's seal, and attested by her as Clerk for the purposes stated therein.

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

Notary Public

My Commission expires: _____.

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

Deborah P. Reaves, Finance Officer
City of Asheboro

ATTACHMENT A
SCOPE OF SERVICES

1. Answer incoming non-emergency seven-digit telephone line calls for the cities and towns – assisting callers with related questions or issues.

2. Provide safety checks for the officers via radio while on calls, traffic stops, follow-up investigations, etc...
3. Provide cross-communication functions with other public-safety agencies and coordinate appropriate actions to assist the field officers.
4. Contact the Magistrate or other (outside) public-safety officers to assist with related calls or needs within the CITY.
5. Arrange locations for officers to meet other outside officers regarding warrant, suspect, or detainee transactions.
6. Provide cross-communication and coordination with outside agencies and provide constant radio contact with all agencies involved during a vehicle or foot pursuit as it enters or exits the CITY limits.
7. Call utility services, business/property owners, alarm companies, etc... as needed and/or requested by field officers.
8. Call wrecker services and maintain wrecker rotation log for the CITY-approved wrecker services.
9. Radio log all movements and actions of all officers to include traffic stops, business/property checks, meal breaks, funeral processions, school traffic, suspicious person or vehicle checks (officer initiated), etc...
10. Provide requested services for any officer initiated actions not involving a call entry.
11. Division of Criminal Information services provided 24/7:
 - Local, state, national and international wanted checks, to include (NCAWARE, NCIC & III)
 - Communicating with other agencies to arrange pick-up, delivery, or to serve an individual who is wanted and to arrange extradition
 - Provide entries for:
 - Missing/wanted persons
 - Endangered or runaway
 - Stolen vehicles, securities, articles or items
 - Sending attempt to locate messages to other public-safety agencies around the state or nation.
 - Provide clears for:
 - Missing/wanted persons
 - Stolen vehicles, securities, articles, or items
 - Conducting hit confirmations and locate services
 - Entering and/or clearing Silver, Blue and Amber Alerts.
 - Inquiries for valid / invalid concealed carry notifications.
 - Inquiries for driver history / vehicle owner history & identification
 - Inquiries for guns and other registered weapons
 - Accurately maintain the dispatch DCI audit of records for all transactions under the appropriate DCI terminal.
 - Provide officer with appropriate print-outs of driving histories, vehicles histories, criminal histories and the like.
12. Allow citizens to use the 9-1-1 system to report and for a Telecommunicator to provide answering services for animal control, water/sewer, street department, or traffic signal malfunctions (owned by the CITY), or other CITY-specific services after-hours, on weekends and holidays.
13. Contact on-call detectives, alert team, fleet maintenance, and traffic officers after-hours.
14. Maintain audio recordings of all radio traffic on the two primary radio channels for court and public documentation purposes.
15. Provide one additional Telecommunicator during driver check-points.

(g) Approval of a Fire Protection Service Contract with East Side Volunteer Fire Protection Association, Inc.

RESOLUTION NUMBER 14 RES 6-24

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION APPROVING A FIRE PROTECTION SERVICE CONTRACT WITH EAST SIDE VOLUNTEER FIRE PROTECTION ASSOCIATION, INC.

WHEREAS, the General Assembly of North Carolina ratified Session Law 2023-143 on October 25, 2023, and added to the corporate limits of the City of Asheboro, effective June 30, 2024, the North Carolina Zoo; and

WHEREAS, the North Carolina Zoo is located in excess of five (5) miles from the nearest city fire station; and

WHEREAS, under the applicable fire protection standards, if the territory added to Asheboro's corporate limits by Session Law 2023-143 is not within five (5) miles of a city fire station, the city, in order to maintain an optimal situation, must contract with another fire department that does have a station located in closer proximity to the annexed territory; and

WHEREAS, the East Side Volunteer Fire Protection Association, Inc., a North Carolina non-profit corporation ("East Side"), currently provides fire protection service to the Richland Village Mobile Home Park under a contract with the city that was entered to comply with the above-referenced standards; and

WHEREAS, East Side is willing to enter into a revised contract to provide fire protection services for both Richland Village Mobile Home Park and the North Carolina Zoo in consideration of the payment by the city of an increased lump sum annual payment; and

WHEREAS, the proposed fire protection service contract between the city and East Side has been attached to this Resolution as ATTACHMENT 1 and is hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the Asheboro City Council has determined that the terms and conditions of the proposed contract are satisfactory.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the proposed contract attached to this Resolution as ATTACHMENT 1 is hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the Mayor of the City of Asheboro and all other necessary city officials are hereby authorized and directed to execute on behalf of the city the attached instrument and any other documents necessary to implement the approved agreement.

This Resolution was adopted by the Asheboro City Council in open session during a special meeting held on June 27, 2024.

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

ATTEST:

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

ATTACHMENT 1

STATE OF NORTH CAROLINA

**FIRE PROTECTION SERVICE
CONTRACT**

COUNTY OF RANDOLPH

THIS FIRE PROTECTION SERVICE CONTRACT (the “**Agreement**”) is made and entered into as of the date of the last signature affixed hereto, by and between the **CITY OF ASHEBORO**, a North Carolina municipal corporation with its principal office located in Randolph County, North Carolina (the “**City**”), and the **EAST SIDE VOLUNTEER FIRE PROTECTION ASSOCIATION, INC.**, a North Carolina non-profit corporation with its principal office located in Randolph County, North Carolina (“**East Side**”).

WITNESSETH:

That for and in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the City and East Side do hereby covenant and agree as stated in the following sections of this Agreement.

Section 1. Fire Protection Service

- 1.01 Description of Service Area.** Under this Agreement, the territory for which East Side is to provide fire protection service consists of two different areas that will be collectively referred to as the “**Service Area.**” East Side agrees to furnish and provide continuing fire protection service, specifically including without limitation fire suppression and first responder services, for the Service Area. The territory within the Service Area is described in two attached exhibits. The portion of the Service Area commonly referred to as the Richland Village Mobile Home Park is described in the attached EXHIBIT 1. The portion of the Service Area commonly referred to as the North Carolina Zoo is described in the attached EXHIBIT 2. EXHIBIT 1 and EXHIBIT 2 are hereby incorporated into this instrument by reference as if copied fully herein.
- 1.02 Description of Fire Protection Service.** The fire protection service to be provided for the Service Area, specifically including without limitation the type of response with personnel and equipment dispatched to calls for assistance, shall be equal in all material aspects to the current protection provided by East Side to other properties located within its rated fire district.

Section 2. Term of Agreement

The initial term of this Agreement shall commence at 12:01 a.m. on June 30, 2024, and shall expire at midnight on June 30, 2025. Unless written notice of the termination of this Agreement is provided in a timely manner by either the City or East Side in accordance with Section 4 herein, this Agreement will automatically renew for an unlimited number of successive 1-year extension terms that shall each mirror the City’s subsequent fiscal years with each extension term commencing at 12:01 a.m. on July the 1st of each successive fiscal year and expiring at midnight on June the 30th of each successive fiscal year.

Section 3. Fee for Fire Protection Service

In consideration of the fire protection service to be provided by East Side under this Agreement, the City will pay to East Side, within 30 business days of the date upon which this Agreement is fully executed, one lump sum annual payment in the amount of twenty-five thousand seven hundred thirty and sixty-five hundredths dollars (\$25,730.65) for the initial term of this Agreement. Thereafter, so long as this Agreement remains in effect and is not terminated in accordance with Section 4 of the Agreement, the City will make to East

Side an annual lump sum payment in the amount of twenty-five thousand seven hundred thirty and sixty-five hundredths dollars (\$25,730.65) for each extension term (each fiscal year for the City) during which fire protection service is provided in accordance with the terms and conditions of this Agreement. These subsequent annual payments shall be paid by the City to East Side on or before the 31st day of July in the new extension term (City fiscal year) for which service is to be provided.

Section 4. Termination of Agreement

Either the City or East Side may terminate this Agreement, with or without cause, by giving timely written notice of the intent to terminate the Agreement. Such a termination of the Agreement shall be deemed to be effective at 11:59 p.m. on the last day of the fiscal year in which notice of the intent to terminate the Agreement is delivered to the receiving party. To be deemed timely, this notice must be provided a minimum of 60 calendar days prior to the end of the last day of the final fiscal year in which fire protection service is to be provided under this Agreement. Any such notice of termination shall be deemed properly delivered upon either (1) personal delivery to the chief of the fire department receiving notice of intent to terminate the Agreement, or (2) the placement of the written notice in the custody of the United States Postal Service for delivery by registered or certified mail, return receipt requested, to the principal office of the party receiving the notice of intent to terminate the Agreement.

Section 5. Miscellaneous Provisions and Certifications

- 5.01 **E-Verify.** Each of the parties, and their subcontractors, shall comply with Article 2 of Chapter 64 of the General Statutes of North Carolina.
- 5.02 **Iran Divestment Act Certification.** As of the date of this Agreement, each of the parties certifies that it is not identified on **any list created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act, Article 6E, as amended, of Chapter 147 of the General Statutes of North Carolina.**
- 5.03 **Divestment from Companies Boycotting Israel Certification.** **As of the date of this Agreement, each of the parties certifies that it** is not identified on any list created and maintained by the North Carolina Department of State Treasurer pursuant to the Divestment from Companies that Boycott Israel Act, Article 6G, as amended, of Chapter 147 of the General Statutes of North Carolina.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Agreement on the dates set forth below.

**CITY OF ASHEBORO,
a North Carolina municipal corporation**

By: _____
David H. Smith, Mayor

Date: _____

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

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

Deborah P. Reaves, Finance Director

**EAST SIDE VOLUNTEER FIRE
PROTECTION ASSOCIATION, INC.
a North Carolina non-profit corporation**

By: _____
Signature of Authorized Official

Printed Name of Authorized Official

Printed Title of Authorized Official

Date: _____

EXHIBIT 1

Service Area – Richland Village Mobile Home Park

Grant Township, Randolph County, North Carolina:

BEGINNING at a point in the northern margin of the right-of-way for Old Humble Mill Road (North Carolina Secondary Road 2830), the said point is located North 45 degrees 34 minutes 29 seconds East 4,295.26 feet from the intersection of the centerline of Old Humble Mill Road with the centerline of Old Cox Road (North Carolina Secondary Road 2834); thence from the said Beginning point along the northern margin of the right-of-way for Old Humble Mill Road in a southwesterly direction along an arc having a radius of 4,724.64 feet a chord bearing and distance of South 76 degrees 40 minutes 43 seconds West 217.97 feet to a right-of-way monument; thence continuing along the northern margin of the right-of-way for Old Humble Mill Road by following in a southwesterly direction three additional curves that are described as follows: an arc with a radius of 2,307.61 feet a chord bearing and distance of South 73 degrees 34 minutes 43 seconds West 156.46 feet to a point; thence along an arc with a radius of 1,465.72 feet a chord bearing and distance of South 69 degrees 11 minutes 57 seconds West 135.75 feet to a point; thence along an arc with a radius of 830.23 feet a chord bearing and distance of South 62 degrees 31 minutes 20 seconds West 134.42 feet to a point; thence departing from the northern margin of the right-of-way and running along the James H. Humble property described in Estate File 84E, Page 246 in the office of the Randolph County Clerk of Superior Court and in Deed Book 701, Page 292, Randolph County Public Registry the following course and distance: South 70 degrees 28 minutes 08 seconds West 918.64 feet to an existing axle; thence North 59 degrees 20 minutes 28 seconds West 540.33 feet along the north bank of Richland Creek to a point in the eastern property line of the City of Asheboro Pump Station property described in Deed Book 1409, Page 1215, Randolph County Public Registry; thence along the City of Asheboro Pump Station property the following courses and distances: North 24 degrees 42 minutes 59 seconds East 173.95 feet to a new iron pin; thence North 55 degrees 33 minutes 27 seconds West 229.57 feet to an existing iron pin; thence South 26 degrees 22 minutes 21 seconds West 291.54 feet to a point on the north bank of Richland Creek; thence along the north bank of Richland Creek the following courses and distances: North 76 degrees 53 minutes 00 seconds West 160.05 feet to a point; thence South 82 degrees 49 minutes 29 seconds West 224.02 feet to a point; thence along the north bank of Vestal Creek the following courses and distances: North 61 degrees 23 minutes 46 seconds West 213.79 feet to a point; thence North 39 degrees 20 minutes 00 seconds West 55.36 feet to a point; thence North 31 degrees 31 minutes 00 seconds West 148.10 feet to an existing iron pin; thence along the James Sides property described in Deed Book 1253, Page 1027, Randolph County Public Registry the following courses and distances: North 28 degrees 49 minutes 10 seconds East 95.71 feet to an existing iron pin; thence North 28 degrees 49 minutes 10 seconds East 1,195.05 feet to an existing iron pin and stones; thence North 04 degrees 51 minutes 15 seconds East 806.44 feet along the James Sides property described in Deed Book 1129, Page 702, Randolph County Public Registry to an existing iron pin and stones; thence South 85 degrees 11 minutes 39 seconds East 703.73 feet along the James Sides property described in Deed Book 1141, Page 115, Randolph County Public Registry to a point not set; thence South 85 degrees 11 minutes 39 seconds East 1,428.70 feet along the Canter Family LLC property described in Deed Book 1840, Page 1824, Randolph County Public Registry to a stone; thence South 84 degrees 47

minutes 40 seconds East 176.30 feet along the Leonard J. Cox property described in Deed Book 1401, Page 679, Randolph County Public Registry to an existing iron pin and stone; thence along the Roy Wright property described in Deed Book 1931, Page 658, Randolph County Public Registry the following courses and distances: South 03 degrees 59 minutes 20 seconds West 1,640.83 feet to an existing iron pin located on the north side of a small branch; thence South 04 degrees 26 minutes 45 seconds West 167.77 feet to an existing iron pin; thence South 04 degrees 26 minutes 45 seconds West 5.83 feet to the point and place of BEGINNING, and containing 124.377 acres of land, more or less, to be annexed.

The above-listed description is in accordance with a plat of survey titled "Annexation Plat Prepared For The City Of Asheboro 'Richland Village Mobile Home Park.'" The referenced plat of survey was drawn under the supervision of Steven D. Brown, Professional Land Surveyor with Registration Number L-1435, from an actual survey made under his supervision. The plat of survey, which had a job number of 98010Annex, was dated May 11, 1998, with revision dates of November 13, 2007 and May 22, 2008.

EXHIBIT 2

Service Area – North Carolina Zoo

Pursuant to Session Law 2023-143, which was ratified by the General Assembly of North Carolina on October 25, 2023, the following described properties, identified by Randolph County Parcel Identification Numbers, are added to the corporate limits of the City of Asheboro effective June 30, 2024:

7677156291; 7678229463; 7678327275; 7678368428; 7678409289; 7678416419; 7678508381; 7678515400; 7678627658; 7678653318; 7678871097; 7678674202; 7678692465; 7678736792; 7678983390; 7678989678; 7688095314; 7668544623; 7668558905; 7668860860; 7677287093; 7678075774; 7678401818; 7678402273; 7678502254; 7679207881; and 7678085025.

For illustrative purposes, a sketch of the above-described Service Area has been attached as Exhibit A to the second page of this Exhibit 2.

[The above-referenced Exhibit A is attached to the original agreement that is on file in the city clerk's office.]

(h) Approval of Cultural and Recreation Services Policy Manual Amendments

ORDINANCE NUMBER 24 ORD 6-24

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

ORDINANCE AMENDING THE ASHEBORO CULTURAL AND RECREATION SERVICES SCHEDULE OF DEPOSITS, FEES, AND CHARGES AS WELL AS AMENDING THE CULTURAL AND RECREATION SERVICES POLICY MANUAL

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

WHEREAS, with the approach of a new fiscal year, the recreation services director and the city manager have recommended updating the Fee Schedule to properly reflect the programming and services offered by Asheboro Cultural and Recreation Services at different city-owned venues; and

WHEREAS, the proposed amendments to the Fee Schedule are attached to this Ordinance as EXHIBIT 1; and

WHEREAS, the City of Asheboro Cultural and Recreation Services Policy Manual contains the rules and regulations applicable to the city's cultural and recreational facilities, inclusive of the Cone Health ZooCity Sportsplex and the golf course; and

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

WHEREAS, with recent enhancements to certain city facilities, the evolution of operational knowledge, and the demonstrated interest in advertising and sponsorship opportunities, the Manual and its constituent articles need to be either refined or supplemented with new provisions; and

WHEREAS, the recommended amendments and enactments have been attached to this Ordinance as EXHIBIT 2 (amendments to the existing Article XIX for the Cone Health ZooCity Sportsplex), EXHIBIT 3 (a new Article XX for advertising and sponsorships), and EXHIBIT 4 (a new Article XXI for McCrary Park); and

WHEREAS, the attached EXHIBITS 1, 2, 3, and 4 are hereby incorporated into this instrument by reference as if copied fully herein; and

WHEREAS, the Asheboro City Council has concluded that it is advisable to move forward with the recommendations made by the recreation services director and the city manager to update the Fee Schedule and the Manual.

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

Section 1. The Fee Schedule is hereby rewritten to provide as specified in EXHIBIT 1.

Section 2. Article XIX of the Manual is hereby rewritten to provide as specified in EXHIBIT 2.

Section 3. Article XX of the Manual is hereby enacted and shall provide as specified in EXHIBIT 3.

Section 4. Article XXI of the Manual is hereby enacted and shall provide as specified in EXHIBIT 4.

Section 5. The provisions of the Fee Schedule that are not expressly modified by the contents of EXHIBIT 1 shall continue in full force and effect without alteration.

Section 6. All articles, sections, and provisions of the Manual that are not explicitly modified by the contents of EXHIBIT 2, EXHIBIT 3, and EXHIBIT 4 shall continue in full force and effect without alteration.

Section 7. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 8. The enactments and amendments found in the attached exhibits shall be in full force and effect upon and after July 1, 2024.

The Asheboro City Council approved this Ordinance in open session during a special meeting held on June 27, 2024.

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

ATTEST:

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

[The above-referenced Exhibit 1 is attached to the original ordinance and is on file in the city clerk's office.]

EXHIBIT 2

ARTICLE XIX. **ZOO CITY SPORTSPLEX CONE HEALTH ZOOCITY SPORTSPLEX**

SECTION 19.1 OPERATION AND CONTROL

~~Zoo City Sportsplex~~ **The Cone Health ZooCity Sportsplex** (hereinafter interchangeably referred to as the "Sportsplex" or the "Facility") is Asheboro's premiere athletic complex capable of hosting numerous athletic and community events each year. ~~Zoo City Sportsplex~~ **The Sportsplex** offers a place for the City of Asheboro's Cultural and Recreation Services athletic programs, community recreational sports leagues, Challenge sports programs, both individual game and tournament rentals, as well as community events. With several multipurpose turf fields available, ~~Zoo City Sportsplex~~ **The Sportsplex** is the perfect venue for football, lacrosse, pickleball, soccer, Ultimate Frisbee, volleyball, or any outdoor activity.

~~Zoo City Sportsplex~~ **The Sportsplex** will be administered by the City of Asheboro in a manner that will provide the citizens of Asheboro and Randolph County with an opportunity for a quality recreation experience. Within this Article, and unless specifically provided otherwise within a specific regulation, references to a renter or other third party obtaining proper authorization shall mean written approval has to be obtained from Asheboro Cultural and Recreation Services personnel in accordance with all applicable laws, ordinances, and regulations.

SECTION 19.2 FACILITIES

~~Zoo City Sportsplex~~ **The Sportsplex** facilities include:

- A. Eight (8) synthetic turf multiuse fields featuring permanent lighting.
 - (1) All eight (8) fields have been lined for soccer; however, the fields can be configured to accommodate various playing field dimensions.
 - (2) Two (2) fields are marked for football and have been installed with goal posts.
 - (3) Two (2) 180' x 360' fields are marked for lacrosse.
- B. Six (6) sand volleyball courts featuring permanent lighting.
- C. Four (4) pickleball courts.
- D. An inclusive playground.
- E. Six (6) picnic shelters.
- F. A 1.25-acre dog park.

- G. A National Fitness Campaign Fitness Court.
- H. 1.5 Miles of accessible walking trails.
- I. 1 Mile of mulched walking trails.
- J. Hot / Cold concessions facilities.
- K. Permanent restroom facilities.
- L. Paved parking for 600 +/- vehicles.

SECTION 19.3 HOURS OF OPERATION

The ~~Zoo City Sportsplex~~ **Sportsplex** property including all staffed and unstaffed areas are open daily to the public from 8:00 am to sunset, except when:

- A. The Recreation Services Director or designee may provide alternate hours of operation for the facility as appropriate. Changes in hours will be posted at the facility and/or on the city's website as appropriate.
- B. A Cultural and Recreation Services or partner program on Sportsplex property may operate during extended hours.
- C. A rental agreement issued by the Cultural & Recreation Services department may authorize alternate hours of operation or the extended use of the Sportsplex property.
- D. The Recreation Services Director may establish a temporary holiday schedule for the Sportsplex.
- E. Asheboro Cultural and Recreation Services personnel or authorized City public safety personnel may open or close the Sportsplex property in the event of an emergency, inclement weather, or appropriate official purpose. Such opening or closing will be posted in advance, when possible, for public notice.
- F. Except for City public safety personnel and other explicitly authorized City personnel, no person shall enter, or be present within the Sportsplex property, when closed as indicated by posted hours or when gates to the park are shut. Violation of the foregoing may be subject to civil or criminal penalties.

SECTION 19.4 RULES AND REGULATIONS

- A. Only two (2) goals per field are allowed unless authorized by Sportsplex Management. Goals are not to be moved from one field to another.
- B. Do not drag goals. Either lift the goals, use the wheels, or use the transport equipment available.
- C. If goals are moved around the field during a reservation, the goals are to be returned to their original location following the reservation.
- D. Goals can only be used for their intended sport. For example, lacrosse goals cannot be used for soccer.
- E. Any equipment needed beyond goals, netting, goal posts, corner flags, and sideline benches must be provided by the teams and/or organizations leasing the facility. The use of additional equipment requires prior approval.
- F. Metal cleats are not allowed at the ~~Zoo City Sportsplex~~ **Sportsplex** facility.

- G. Painting or marking of the fields in any manner by anyone other than Sportsplex personnel is prohibited.
- H. No vehicles are permitted on the athletic fields.
- I. Canopies are permitted, however all canopy locations for hosts, spectators, teams, and vendors must be approved. Sportsplex staff will work with Event Organizers to create a plan. Limited canopies will be allowed on the playing surface. Canopies must be secured with sandbags, concrete blocks, or water containers.
- J. Staking objects into any area of the Sportsplex facility, especially the athletic fields, is prohibited.
- K. No cleats or high heeled shoes are allowed within the playground area.
- L. No animals, with the exception of service animals, are permitted on the athletic fields.
- M. No tobacco or vaping products are allowed on the playing fields or bleacher areas.
- N. No food is allowed on the playing fields. This includes gum and sunflower seeds.
- O. Any type of glass material is prohibited in the park. This includes glass bottles, containers, etc.
- P. Open flame cooking is only permitted in the provided outdoor grills located at the various picnic shelters. Any other type of outdoor burning, cooking, or open flame is strictly prohibited.
- Q. No alcoholic beverages are permitted in the park without proper authorization, insurance, and licensing.
- R. User groups are responsible for picking up trash and debris from the field and bench areas after each usage. Collected trash shall be deposited in the designated locations.
- S. The charging of admission, sale of food, or sale of merchandise is not permitted without proper authorization from Asheboro Cultural and Recreation Services. This authorization must be obtained in advance.
- T. No Mobile Food Units (food trucks and trailers) are permitted in the park without proper authorization, insurance, and permitting.
- U. Amplified sound and inflatable equipment are not permitted without proper authorization, appropriate permitting, and insurance.
- V. The usage of drones is prohibited during events at the Sportsplex without proper authorization from Asheboro Cultural and Recreation Services. This authorization must be obtained in advance.
- W. The Sportsplex allows video streaming of athletic events. All necessary video and streaming equipment must be provided by the user group, team, or team representatives.
- X. The Sportsplex facilities are never closed to the general public. Rentals and/or reservations are for courts, shelters, and synthetic turf multiuse fields only.
- Y. The Sportsplex facilities are not provided for commercial or profit-making activities. Proprietary or commercial groups and individuals shall not be

permitted to use Sportsplex facilities for financial gain or profit unless those facilities have been rented from the City by the group or individual.

SECTION 19.5 FACILITY RENTALS

Subject to the regulations prescribed herein, the Zoo City Sportsplex (the "Facility") Facility may be rented to individuals or other types of legal entities for events or activities that are consistent with the mission and programming of Asheboro Cultural and Recreation Services. The decision as to whether to rent the Facility on any specific occasion is within the ultimate discretion of the Recreation Services Director (the "Director"), or the Director's designee, as he or she evaluates the needs and priorities of the City.

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

Reservations are only available when facilities are not scheduled for Cultural and Recreation Services programs or by approved activities of partner organizations.

A. Sponsorship and fee related regulations:

- (1) The Director reserves the right to co-sponsor an event.
- (2) A \$100 security deposit per court/field must be paid at the time of reservation to secure a game or tournament date(s). The fee shall be submitted in the manner prescribed by Asheboro Cultural and Recreation Services. Multiple dates will require multiple deposits.
- (3) Violation of the rental agreement will result in the forfeiture of the security deposit to the City.
- (4) If the user fees described in the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments (the "Fee Schedule") are not paid by the required deadline, the event will be cancelled.
- (5) If advance tickets have been sold for a canceled event, the renter is responsible for either reimbursing ticket holders or honoring at a future event sponsored by the same renter the advance tickets that have already been sold. The renter is responsible for advertising the cancellation.
- (6) Failure to pay the rental fee will result in the denial of access to the Facility.

B. Insurance and liability waivers:

- (1) When the Facility is rented for an event open to the public, or if a fee is charged for admission to the event, the renter shall pay for and maintain at all times during the individual or entity's use of the Facility comprehensive and general liability insurance coverage with primary limits of liability of no less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The required policy or policies shall be written through insurance carriers that are qualified to do business in North Carolina. Furthermore, the City of Asheboro is to be named as an additional insured and shall be furnished with a Certificate of Insurance in a form satisfactory to the City. In order to be deemed satisfactory, such a certificate must affirmatively state without any disclaimer or limitation whatsoever that the coverage or coverages referred to therein shall not and cannot be terminated or modified until the city

has received thirty (30) days written notice thereof. A satisfactory Certificate of Insurance must be in the possession of Asheboro Cultural and Recreation Services no later than 30 days prior to the scheduled event. Failure to provide proof of insurance will result in the cancellation of the event. Furthermore, the applicant must agree to forever hold harmless and to fully indemnify the City and its personnel, agents, officials, and City Council, in both their official and individual capacities, from any and all judgments, liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any person or entity by reason of any negligent or willful act or omission of the applicant or its officers, employees, agents or contractors in connection with the applicants use of the ~~Zoo City Sportsplex Sportsplex~~.

- (2) If the event is closed to the general public, and no admission fee is charged, a liability waiver shall be required in lieu of liability insurance coverage.

C. Facility operational issues:

- (1) All Facility reservation requests must be submitted in writing to Asheboro Cultural and Recreation Services.
- (2) Facility rentals will only be available when not scheduled for Cultural and Recreation Service programs and approved activities of our partner organization(s).
- (3) The renter must designate with Asheboro Cultural and Recreation Services a representative who will be responsible for all phases of the event and who will be on site the entire time the event is taking place.
- (4) The renter is responsible for cleaning the Facility after the event concludes each day. Before vacating the Facility's premises, the renter must ensure that the Facility is restored to the condition in which the Facility was found.
- (5) If the renter fails to clean up the facility as required by the rental agreement and these rules and regulations, the renter's security deposit will be forfeited to the City.
- (6) Cleaning supplies and trash can liners are available for use. Trash shall be deposited in the designated locations.
- (7) Items left at the Facility for disposition and/or disposal by the City will result in the forfeiture of the renter's security deposit to the City. Furthermore, any such items found at the Facility after the termination of the rental agreement will be deemed to be abandoned property that is subject to removal and disposition in the sole discretion of the City.
- (8) Reserving Organizations/Personnel will be responsible for crowd control and team conduct.
- (9) If generally accepted best practices for a venue such as the ~~Zoo City Sportsplex Sportsplex~~ indicate that on-site security should be deployed for a proposed event, the renter is responsible for procuring and paying for the services of properly trained security/off-duty law enforcement personnel.
- (10) Temporary signage displayed during events must receive prior approval. Signage must not alter or damage property and must be removed immediately following the event.

- (11) Any property damage to the Facility, which was a result of the scheduled event and not any negligence on the part of the City or its employees, will be the responsibility of the lessee. Reimbursement payments for the cost to repair or replace the damaged property shall be payable to the City of Asheboro. The decision as to whether to repair or replace the damaged property will be in the sole discretion of the City of Asheboro.
- (12) All cancellation requests must be submitted in writing to Asheboro Cultural and Recreation Services.
- (13) Under NO circumstances can the Facility be sub-leased at any time.
- (14) The above Facility rental provisions shall not be interpreted or construed in any manner that limits the authority of the City of Asheboro and its departments to lawfully discharge all governmental functions.

D. Concessions:

- (1) The City reserves the right to sell any and all concessions during events held at the Facility.
- (2) If the renter desires to sell at the Facility or on its associated premises any concession and/or merchandising items, including without limitation food, clothing apparel, promotional products, etc., the renter must obtain written permission from the Director at least 48 hours prior to the event. The Director may refuse, with or without cause, to grant such permission.
- (3) If permission is granted by the Director for the renter to sell concessions and/or merchandise, the renter must pay to the City a 10% commission on any and all items sold. A joint inventory will be taken prior to and after the event.
- (4) If permission is granted for the renter to sell its own concessions, the renter shall provide its own workers to conduct concessions operations and is responsible for obtaining all merchandise, concessions, and supplies, including food, candy, drinks, cups, napkins, condiments, popcorn supplies, bags, ice, etc. needed for the concession's operations. The renter is responsible for bearing all costs associated with meeting the above-stated obligations. Chewing gum and sunflower seeds are not allowed for sale. If the renter utilizes city-owned equipment to conduct concessions operations, the equipment must be used in strict compliance with all operational guidelines issued by Asheboro Cultural and Recreation Services for the use of such equipment.

E. Rental event types:

- (1) General reservation policies:
 - (a) Requests for general one-time reservations must be made at least 48 hours in advance for weekday reservations and at least 72 hours in advance for weekend reservations.
 - (b) Security deposit and all rental fees must be paid in full at the time of reservation.
 - (c) Any changes to one-time field reservations, excluding cancellations, must occur at least 7 days in advance of the proposed date change, and an opportunity to reschedule will be provided. All requests for changes must be communicated in writing to Asheboro Cultural and Recreation Services.

- (d) There will be NO refunds if a cancellation is made less than 48 hours prior to the rental date.
- (2) Tournament reservation policies:
 - (a) Requests for tournament rentals should be made at least 60 days prior to the event.
 - (b) Security deposits must be paid at the time of reservation.
 - (c) If your request application is approved, your date(s) will be tentatively held for 30 days pending completion of the following steps:
 - 1. Site visit - Meet with Sportsplex staff to discuss logistics, limitations, and regulations for the proposed event.
 - 2. Site map / Event management plan - Submitted and approved.
 - 3. Insurance requirements - Detailed above in section 19.5 B.
 - 4. Payment due - Remaining rental fee paid in its entirety.
 - (d) There will be NO refunds if a cancellation is made less than 14 days prior to the rental date.

SECTION 19.6 PARTNER ORGANIZATION

For purposes of this section the Randolph-Asheboro YMCA will be considered an approved partner organization.

- A. All ~~Zoo City Sportsplex~~ **Sportsplex** amenities as well as all activities, programs, tournaments, and special events will be scheduled and managed by Asheboro Cultural & Recreation Services on behalf of the City of Asheboro where not exempted below in items (B) and (C).
 - (1) The City of Asheboro shall retain all revenue generated from the sources mentioned in item (A) and as further described in the Schedule of Deposits, Fees, and Charges as set and approved by the Asheboro City Council.
- B. The City of Asheboro and the Randolph-Asheboro YMCA will partner to sponsor, schedule, and manage their recreational Youth Soccer League and the Challenge Soccer Program, currently known as the Asheboro City Futbol Club. The Youth Soccer Program is under the auspices of the North Carolina Youth Soccer Association.
- C. The City of Asheboro and the Randolph-Asheboro YMCA will also partner to sponsor, schedule, and manage their youth and adult recreational Beach Volleyball Leagues.
 - (1) As a partner organization, the Randolph-Asheboro YMCA shall not be required to lease the courts/fields needed to facilitate the above listed programs mentioned in items (B) and (C).
 - (2) The Randolph-Asheboro YMCA shall retain all participant registration revenue generated from the above listed programs mentioned in items (B) and (C).

- D. If at any time the Randolph-Asheboro YMCA fails or chooses not to offer the programs listed in items (B) or (C), the City of Asheboro reserves the right to program those activities and receive any revenue generated from those programs.
- E. The Randolph-Asheboro YMCA may sell all food and beverages at concession stand #2 for the partnership events listed above in items (B) and (C) and retain any profit gained to financially support those youth activities.
- F. Notwithstanding any other provision found in Article XIX, and with the modification that the terms and conditions found in the below-referenced agreement are subject to amendment by the city council in the same manner as any other regulation found in the City of Asheboro Cultural and Recreation Services Policy Manual (the "Manual"), the Facility Use Agreement between Randolph-Asheboro YMCA and the City of Asheboro, which was signed by representatives of the two entities on December 13, 2023, and presented to the city council for review on January 11, 2024, is, with the modification stated in this subsection, hereby ratified and incorporated into Section 19.6 of the Manual by reference as if copied fully herein. When applying the regulations applicable to the ~~Zoo City Sportsplex~~ Sportsplex, if a conflict between the text printed in Article XIX and the text in the facility use agreement that is incorporated by reference into Section 19.6 is encountered, the text found in the incorporated facility use agreement shall be the controlling text.

SECTION 19.7 INCLEMENT WEATHER POLICY

- A. Sportsplex staff reserve the right to suspend activity and/or close the facility in the event of inclement weather.
- B. If lightning is detected within 10 miles of the facility, a siren will sound, and a strobe light will flash.
 - (1) The weather monitoring system and warning device is mounted on top of the maintenance building located above Field #2.
- C. If the horn sounds, everyone MUST clear the courts/fields immediately. Players, spectators, and other park visitors are to return to their cars until the "All Clear" horn has sounded.
- D. The system will automatically implement a 30-minute countdown, which will reset each time a lightning strike is detected within 10 miles.
- E. Once 30 minutes has passed and no lightning has been detected within 10 miles, the "All Clear" horn will sound which consists of three horn pulses. This means lightning has no longer been detected and everyone may return to their activity.
- F. In the case of inclement weather forcing an event to be cancelled, Sportsplex staff will work with the renter to attempt to reschedule the event for another time if facility availability allows.
- G. Inclement weather rescheduling must be done within 7 business days AFTER the event.
- H. Refunds will not be given in the event of inclement weather.

SECTION 19.8 RESERVED FOR FUTURE USE

SECTION 19.9 RESERVED FOR FUTURE USE

EXHIBIT 3

ARTICLE XX. ADVERTISING AND SPONSORSHIPS

SECTION 20.1 GENERAL POLICY STATEMENT

The Cultural and Recreation Services Department permits advertising and private sponsorship of its cultural and recreational facilities, programs, or services in limited circumstances as a means to generate funds for improving and/or expanding those facilities, programs, or services and exercises sole discretion over who is eligible to become an advertiser and/or sponsor according to the terms of this Policy. Whenever possible, advertisements and sponsorships shall be linked to specific cultural and recreational activities, events, facility amenities, programs, or publications. The Cultural and Recreation Services Department will neither seek nor accept advertisers or sponsors that manufacture products or take positions inconsistent with local, state, or federal law or with City of Asheboro policies, positions, resolutions, or ordinances. The acceptance of an advertisement or sponsorship offer, or the establishment of an advertisement or sponsorship agreement does not constitute an endorsement by the City of Asheboro or its Cultural and Recreation Services Department of the advertiser's or sponsor's organization, products, or services.

SECTION 20.2 PURPOSE AND INTENT

Purpose – The city recognizes that sponsors and other business and community partners provide a vital role in sponsorship of key programs offered and administered by the city. As such, the city has an increased need to visibly recognize these partners. In the interests of community aesthetics and in consideration of lawful restrictions impacting advertising and the means of conducting advertising, these uniform standards have been developed. By permitting the recognition of business and community partners on city-owned or administered property, it is not the intent of the city council to create or open any city-owned or administered property or facility as a public forum for expressive activity, nor is it the intent of the city council to create a venue or forum for the expression of political, religious, or controversial subjects which are inconsistent with the cultural and recreational programming mission of the city council or which could be perceived as bearing the imprimatur or endorsement of the city council.

Intent – The intent of this Policy is to define the conditions upon which advertisement or sponsorship messages may be placed upon property or in publications of the Cultural and Recreation Services Department and to establish definitive guidelines for the acceptance and placement of such messages. It is the intent of the Cultural and Recreation Services Department to preserve its full rights and discretion to reject or refuse placement of any or all advertisement or sponsorship messages. To the extent that any such messages are accepted, the Cultural and Recreation Services Department reserves the right of full editorial control over the placement, content, appearance, and wording and to determine and prohibit types of advertisement or sponsorship messages which are deemed inappropriate for or inconsistent with the business of the City or the services provided to City of Asheboro residents.

SECTION 20.3 CRITERIA FOR ADVERTISEMENT AND SPONSORSHIP

The Cultural and Recreation Services Department recognizes that entering into an advertisement or sponsorship agreement with an external entity does not constitute an endorsement of the entity or its services and products but does imply an affiliation.

Such affiliation can affect the reputation of the Cultural and Recreation Services Department among the residents of the City of Asheboro. Therefore, any proposal for advertisement or sponsorship of any portion of a Cultural and Recreation Services' cultural or recreational facility, program, or service in which the involvement of an outside entity compromises the public interest will be rejected.

The Cultural and Recreation Services Department shall consider the following criteria before entering into an advertisement or sponsorship agreement:

- A. Extent and prominence of public display of advertisement or sponsorship.
- B. Aesthetic characteristics of the public display of the advertisement or sponsorship.
- C. Level of support provided by the advertiser or sponsor.
- D. Cooperation necessary from other City of Asheboro Departments to implement the advertisement or sponsorship.
- E. Inconsistencies between Cultural and Recreation Services Department policies and the known policies or practices of the potential advertiser or sponsor.
- F. Other factors that might undermine public confidence in the Cultural and Recreation Services Department's impartiality or interfere with the efficient delivery of its services or operations, including, but not limited to, current or potential conflicts of interest between the advertiser or sponsor and Cultural and Recreation Services employees, officials, or affiliates; and the potential for the advertisement or sponsorship to tarnish the Departments standing among the community at large.

SECTION 20.4 ADVERTISEMENT AND SPONSORSHIP AGREEMENTS

Advertisement and sponsorship agreements for Cultural and Recreation Services Department facilities, programs, or services shall clearly outline the forms of support sought and offered, the recognition to be given by the City, and should detail the following information, at a minimum:

- A. Activities, products, and services of the private entity, its parent, subsidiaries, affiliates, and predecessor companies.
- B. Benefits to be given to the proposed advertiser or sponsor by the Cultural and Recreation Services Department.
- C. Benefits to be given to the Cultural and Recreation Services Department by the proposed advertiser or sponsor.
- D. Prominence of the proposed public recognition of support.
- E. Content of the proposed public recognition of support.
- F. Duration of the proposed public recognition of support.
- G. Conditions under which the advertisement or sponsorship agreement may be terminated.

**SECTION 20.5 IMPERMISSIBLE ADVERTISERS, SPONSORS
AND MESSAGE CONTENT**

Advertisement or sponsorship from an organization that is engaged in any of the following activities, or has a mission of supporting any of the following subject matters, or that, in the sole discretion and judgment of the authorized representative of the Cultural and Recreation Services Department, is deemed to be unsuitable for and contrary to community standards or appropriateness for government publications, shall be prohibited on any Cultural and Recreation Services facility or in its publications:

- A. Promotion of the sale or consumption of alcoholic or cereal malt beverages, in name, likeness or implication or promotion of establishments that are licensed for and primarily sell alcoholic or cereal malt beverages, including bars; provided, however, restaurants or other food services establishments and hotels or other places of lodging may be authorized when the commercial message or advertisement promotes only the food services or lodging.
- B. Promotion of the sale or consumption of tobacco or vaping products or depiction of the use of tobacco or vaping products.
- C. Commentary, advocacy or promotion of issues, candidates, campaigns, or organizations of a social, political, religious, or rhetorical nature.
- D. Promotion of gambling, pari-mutual betting, or games of chance, in name, likeness or implication, or promotion of establishments providing such services or activities of a related or similar nature.
- E. Depiction in any form of nudity or semi-nudity, profanity, obscenity, or lewdness, or characterizations which suggest, depict, or promote any such element or sexually oriented products, activities or materials.
- F. Promotion in any form of illegal drugs, illegal drug use, illegal drug paraphernalia, or characterizations which suggest or depict the promotion or glorification of any such products, activities, or materials.
- G. Promotion of the use or sale of firearms, explosives or other weapons, or the depiction, suggestion or glorification of violence or acts of a violent nature.
- H. Use of language or descriptive material which when taken in form and context is deemed to be unsuitable for or contrary to community standards of appropriateness for governmental use for family publications.
- I. Use of words, language, representations, or descriptive material of any kind having more than one meaning or connotation, one of which would otherwise be prohibited under this Policy.
- J. Inclusion of materials, depictions, promotions, or offerings which are the type prohibited by, or by their nature would violate, any federal, state, or local law, rule, or regulation.

The Cultural and Recreation Services Department reserves the right and discretion to exercise full editorial control over the placement, content, appearance, and wording of advertisement and sponsorship affiliations and messages. The Cultural and Recreation Services Department may make distinctions on the appropriateness of advertisers or sponsors on the basis of subject matter of a potential advertisement or sponsorship recognition message.

SECTION 20.6 PERMISSIBLE RECOGNITION MESSAGES

A. Advertisements

Advertising is the signage or graphic element created to promote a product or organization that is usually placed in a designated purchased space. Advertising messages give the advertiser the opportunity to have their branding, products, name, and logo visibility on Cultural and Recreation Services facilities or materials. Third-party advertising by any approved advertiser is not allowed. Furthermore, advertising agreements shall not limit the Cultural and Recreation Services Department's ability to seek other advertising and the advertising cannot be made conditional on the Cultural and Recreation Services Department's performance. Typically, the following content will be deemed appropriate:

1. The legally recognized name of the advertiser.
2. The advertiser's organizational slogan that promotes its products or services.
3. Brief contact information for the advertiser's organization, such as a phone number, address, website, or QR code.
4. Statements that advocate, contain price information that indicates associated savings or value, request a response, or contain comparative or qualitative descriptions of products that urge the reader to act.

B. Sponsorships

Sponsorship is the financial or in-kind support from an entity for a specific cultural and recreational activity, event, facility amenity, program, or publication. Recognition messages may identify the sponsor but generally should not promote or endorse the organization or its products or services. Statements that advocate, contain price information or an indication of associated savings or value, request a response, or contain comparative or qualitative descriptions of products, services or organizations will ordinarily not be accepted. Typically, only the following content will be deemed appropriate:

1. The legally recognized name of the sponsoring organization.
2. The sponsor's organizational slogan if it identifies rather than promotes the organization or its products or services.
3. The sponsor's product or services line, described in brief, generic, objective terms.
4. Brief contact information for the sponsor's organization, such as a phone number, address, website, or QR code. Contact information should be stated in a manner that avoids the implication of urging the reader to action.

The Cultural and Recreation Services Department will not make any statements that directly or indirectly advocate or endorse an advertiser or sponsor's organization, products, or services. No materials or communications, including, but not limited to, print, video, Internet, broadcast, or display items developed to promote or communicate the advertisement or sponsorship using the Cultural & Recreation Services Department's name, marks, or logo, may be issued without written approval from the Cultural and Recreation Services Department.

SECTION 20.7 GENERAL CONDITIONS

- A. The advertiser or sponsor is solely responsible for obtaining necessary permission to use photographs, trademarks, trade names, copyrighted material, or any other legally protected property. All commercial messages or advertisements shall be accepted and published by the Cultural and Recreation Services Department upon the representation that the agency or sponsor is authorized to publish the entire contents and subject matter thereof.
- B. The advertiser or sponsor assumes liability for all content and responsibility for any claim arising therefrom. The advertiser or sponsor agrees to indemnify and hold harmless the Cultural and Recreation Services Department, its officials, officers, agents and employees against all damages, costs and expenses including, without limitation, attorney's fees resulting from any claim, action or proceeding alleging that the advertisement message or sponsorship infringes on any copyright, violates any right of privacy, or other personal or property right, constitutes libelous matter, plagiarism, unfair competition, unfair trade practice, infringement of trademarks, or other matter contrary to law or contains any formula or instructions injurious to the user of an advertiser's or sponsor's product.
- C. The Cultural and Recreation Services Department is not liable for delays in publication or presentation of advertisement or sponsorship messages in any event or for any reason, including acts of God, action by any governmental or quasigovernmental entity, lack of funds, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the Cultural and Recreation Services Department affecting publication or presentation of advertisement or sponsorship in any manner.
- D. If an error or omission occurs in the publication or placement of any advertising or sponsorship message, the Cultural and Recreation Services Department's liability shall be limited to the amount of the reduction in the value of the advertisement or sponsorship due to the error or omission, but in no event shall liability exceed the total cost payable for the advertisement or sponsorship space.
- E. The words "a paid advertisement", "a paid sponsorship", or some like term, may be added to advertisement or sponsorship messages that, in the sole opinion of the Cultural and Recreation Services Department, might be confused with editorial matters.

SECTION 20.8 AUTHORIZATION REQUIREMENTS AND PROCESS

- A. Placement of advertisement or sponsorship messages upon City property or in Cultural and Recreation Services Department publications shall require specific authorization from the City of Asheboro Cultural and Recreation Services Department via the creation and approval of either an Advertisement Agreement Form or a Sponsorship Agreement Form for each advertisement or sponsorship opportunity. Interested advertisers or sponsors shall submit a completed Agreement Form to the appropriate Cultural and Recreation Services designee for review in accordance with the Advertising and Sponsorship Policy and be notified by such designee upon acceptance or denial of the advertising or sponsorship offer. The Cultural and Recreation Services Department reserves the right to require Agreement Forms for specific advertisement or sponsorship opportunities be reviewed by the City Attorney prior to approval or denial.

- B. This Policy shall be and become effective upon adoption by the City of Asheboro City Council and shall thereafter apply to the acceptance and placement of sponsorship messages as provided in the Policy; provided, however, that advertisement or sponsorship messages which were made prior to the adoption of this Policy shall not be considered in violation of the Policy, and to the extent possible shall be construed and completed, if necessary, in the manner most consistent with the Policy.

SECTION 20.9 SCHEDULE OF SPONSORSHIP OPPORTUNITIES

Schedules of advertising and sponsorship opportunities available through the City of Asheboro Cultural and Recreation Services Department shall be developed and periodically modified on the basis of the needs and best interest of the city. These schedules shall be approved by the Asheboro City Council and maintained in the offices of the City of Asheboro Recreation Services Director and the Finance Director.

EXHIBIT 4

ARTICLE XXI. MCCRARY PARK

SECTION 21.1 OPERATION AND CONTROL

McCrary Park is Asheboro's premiere baseball stadium capable of hosting numerous athletic and community events each year. McCrary Park offers a place for the City of Asheboro's Cultural and Recreation Services athletic programs, community recreational baseball leagues, both individual game and tournament rentals, as well as community events.

McCrary Park will be administered by the City of Asheboro Cultural and Recreation Services Department (hereinafter interchangeably, referred to as "Recreation Services" or the "Department") in a manner that will provide the citizens of Asheboro and Randolph County with an opportunity for a quality baseball experience.

SECTION 21.2 FACILITIES

McCrary Park amenities include:

- M. Synthetic turf baseball field.
- N. Bullpens.
- O. Batting cages.
- P. Ticket office.
- Q. Concession stands.
- R. Permanent restroom facilities.
- S. Press box.
- T. An inclusive playground.
- U. Digital scoreboard and sound system.
- V. Professional-quality sports lighting.
- W. Paved parking for 260 +/- vehicles.

SECTION 21.3 HOURS OF OPERATION

The McCrary Park property including all staffed and unstaffed areas are open to the public only when there is a Cultural and Recreation Services program or an approved scheduled activity or event taking place in the stadium, except when:

- G. The Recreation Services Director or designee may provide alternate hours of operation for the facility as appropriate. Changes in hours will be posted at the facility and/or on the city's website as appropriate.
- H. Park personnel or authorized emergency personnel may open or close the McCrary Park property in the event of emergency, inclement weather, or appropriate official purpose. Such opening or closing will be posted in advance when possible for public notice.
- I. No person shall enter or be present within the McCrary Park property when the gates to the park are shut. Violation of the foregoing may be subject to civil or criminal penalties.

SECTION 21.4 RULES AND REGULATIONS

- Z. Metal cleats are NOT allowed on the playing surface at any time.
 - (1) Only tennis or turf shoes should be worn for practice.
 - (2) In addition to tennis or turf shoes, molded cleats may be used for games.
- AA. NO soft toss or throwing of baseballs directly into fences or wall padding.
- BB. NO gum, sunflower seeds, or tobacco products of any kind are allowed on the playing surface or in the dugouts at any time.
- CC. No animals or pets, except for service animals, are permitted in the park.
- DD. Any equipment needed to facilitate an event at the park must be provided by the contracted teams and/or organizations. The use of additional equipment requires prior approval.
- EE. Painting or marking of the field in any manner by anyone other than Cultural and Recreation Services personnel is prohibited.
- FF. No vehicles of any kind are permitted on the field except for approved maintenance vehicles.
- GG. In the absence of explicit approval from Department personnel, no decorations, posters, pictures, banners, or other such items shall be fastened to the facility.
- HH. Staking objects into any area of the facility, especially the playing field, is prohibited.
- II. No cleats or high heeled shoes are allowed within the playground area.
- JJ. No tobacco or vaping products are allowed on the playing field or bleacher areas.
- KK. No food is allowed on the playing field. This includes gum and sunflower seeds.
- LL. Any type of outside food or drink is prohibited in the park. This also includes the use of coolers.

- MM. User groups are responsible for picking up trash and debris from the bleachers, field, and dugout areas after each usage. Collected trash shall be deposited in the designated locations.
- NN. The charging of admission, sale of food, or sale of merchandise is not permitted without prior approval.
- OO. No Mobile Food Units (food trucks and trailers) are permitted in the park without proper authorization, insurance, and permitting.
- PP. Amplified sound and inflatable equipment are not permitted without prior approval, appropriate permitting, and insurance.
- QQ. The usage of drones is prohibited during events at McCrary Park without prior approval.
- RR. McCrary Park allows video streaming of athletic events. All necessary video and streaming equipment must be provided by the user group, team, or team representatives.

SECTION 21.5 FACILITY RENTALS

Subject to the regulations prescribed herein, McCrary Park (the “Facility”) may be rented to individuals or other types of legal entities for events or activities that are consistent with the Department’s mission. The decision as to whether to rent the Facility on any specific occasion is within the ultimate discretion of the Recreation Services Director (the “Director”) or their designee as he or she evaluates the needs and priorities of the City.

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

Reservations are only available when facilities are not scheduled for Cultural and Recreation Services programs or previously scheduled rental activities.

- F. Sponsorship and fee related regulations:
 - (1) The Director reserves the right to co-sponsor an event.
 - (2) A \$300 security deposit must be paid at the time of reservation to secure a practice, game, or tournament date(s). The fee shall be submitted in the manner prescribed by the Department. Multiple dates will require multiple deposits.
 - (3) Violation of the rental agreement will result in the forfeiture of the security deposit to the City.
 - (4) If the user fees described in the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments (the “Fee Schedule”) are not paid by the required deadline, the event will be cancelled.
 - (5) If advance tickets have been sold for a canceled event, the renter is responsible for either reimbursing ticket holders or honoring at a future event sponsored by the same renter the advance tickets that have already been sold. The renter is responsible for advertising the cancellation.
 - (6) Failure to pay the rental fee will result in the denial of access to the Facility.

G. Insurance and liability waivers:

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

H. Facility operational issues:

- (15) All Facility reservation requests must be submitted in writing to the Cultural and Recreation Services Department.
- (16) Facility rentals will only be available when not scheduled for Cultural and Recreation Service programs and previously scheduled rental activities.
- (17) The renter must designate with the Department a representative who will be responsible for all phases of the event and who will be on site the entire time the event is taking place.
- (18) Practices:
 - (a) The hitting mat must be used anytime a batter is hitting. NO exceptions.
 - (b) The portable pitching platform must be used for on-field batting practice.
 - (c) When performing infield drills, field use should be rotated utilizing the marked outfield locations with the portable throw down bases.
 - (d) When performing drills where outfielders are included, the infield may be used.

- (e) Return hitting turtle, screens, and pitching platform to designated storage areas after use.
- (19) Games:
 - (a) If pregame batting practice is taken on the field, the same responsibilities used for practices must be followed.
 - (b) Pregame infield/outfield may be taken on the field by both teams.
 - (c) If desired the press box may be utilized for games at an added expense. This expense includes a scoreboard operator who is required to manage the use of the press box.
- (20) The renter is responsible for cleaning the Facility after the event concludes each day. Before vacating the Facility's premises, the renter must ensure that the Facility is restored to the condition in which the Facility was found.
- (21) If the renter fails to clean-up the facility as required by the rental agreement and these rules and regulations, the renter's security deposit will be forfeited to the City.
- (22) Cleaning supplies and trash can liners are available for use. Trash shall be deposited in the designated locations.
- (23) Items left at the Facility for disposition and/or disposal by the City will result in the forfeiture of the renter's security deposit to the City. Furthermore, any such items found at the Facility after the termination of the rental agreement will be deemed to be abandoned property that is subject to removal and disposition in the sole discretion of the City.
- (24) Reserving Organizations/Personnel will be responsible for crowd control and team conduct.
- (25) If generally accepted best practices for a venue such as McCrary Park indicate that on-site security should be deployed for a proposed event, the renter is responsible for procuring and paying for the services of properly trained security/off-duty law enforcement personnel.
- (26) Temporary signage displayed during events must receive prior approval. Signage must not alter or damage property and must be removed immediately following the event.
- (27) Any property damage to the Facility, which was a result of the event scheduled, will be the responsibility of the lessee and payable to the City of Asheboro.
- (28) All cancellation requests must be submitted in writing to the Cultural and Recreation Services Department.
- (29) Under NO circumstances can the Facility be sub-leased at any time.
- (30) The above Facility rental provisions should in no way be construed to effect the authority of the City of Asheboro and its Cultural and Recreation Services Department.

I. Concessions:

- (1) The Department reserves the right to sell any and all concessions during events held at the Facility.

- (2) If the renter desires to sell at the Facility or on its associated premises any concession and/or merchandising items, including without limitation food, clothing apparel, promotional products, etc., the renter must obtain written permission from the Director at least 48 hours prior to the event. The Director may refuse, with or without cause, to grant such permission.
- (3) If permission is granted for the renter to sell its own concessions, the renter shall provide its own workers to conduct concessions operations and is responsible for obtaining all merchandise, concessions, and supplies, including food, candy, drinks, cups, napkins, condiments, popcorn supplies, bags, ice, etc. needed for the concession's operations. Chewing gum and sunflower seeds are not allowed for sale. If the renter utilizes city-owned equipment to conduct concessions operations, the equipment must be used in strict compliance with all operational guidelines issued by the Department for the use of such equipment.

J. Rental event types:

- (1) General reservation policies:
 - (a) Requests for general one-time reservations must be made at least 48 hours in advance for weekday reservations and at least 72 hours in advance for weekend reservations.
 - (b) Security deposit and all rental fees must be paid in full at the time of reservation.
 - (c) Any changes to one-time field reservations, excluding cancellations, must occur at least 7 days in advance of the proposed date change, and an opportunity to reschedule will be provided. All requests for changes must be communicated in writing to Cultural and Recreation Services Department.
 - (d) There will be NO refunds if a cancellation is made less than 48 hours prior to the rental date.
- (2) Tournament reservation policies:
 - (a) Requests for tournament rentals should be made at least 60 days prior to the event.
 - (b) Security deposits must be paid at the time of reservation.
 - (c) If your request application is approved, your date(s) will be tentatively held for 30 days pending completion of the following steps:
 - 1. Site visit - Meet with Cultural and Recreation Services staff to discuss logistics, limitations, and regulations for the proposed event.
 - 2. Site map / Event management plan - Submitted and approved.
 - 3. Insurance requirements - Detailed above in section 21.5 B.
 - 4. Payment due - Remaining rental fee paid in its entirety.

- (d) There will be NO refunds if a cancellation is made less than 14 days prior to the rental date.

SECTION 21.6 INCLEMENT WEATHER POLICY

- I. Cultural and Recreation Services staff reserve the right to suspend activity and/or close the facility in the event of inclement weather.
- J. In the case of inclement weather forcing an event to be cancelled, Cultural and Recreation Services staff will work with the renter to attempt to reschedule the event for another time if facility availability allows.
- K. Inclement weather rescheduling must be done within 7 business days AFTER the event.
- L. Refunds will not be given in the event of inclement weather.

SECTION 21.7 LEASES

When applying the regulations applicable to McCrary Park, if a conflict is noted between the text printed in Article XXI and the text found in the executed lease agreement with ZooKeepers Baseball LLC, the text found in the executed lease agreement with ZooKeepers Baseball LLC shall be the controlling text.

SECTION 21.8 RESERVED FOR FUTURE USE

SECTION 21.9 RESERVED FOR FUTURE USE

- (i) **Approval of Code of Asheboro Amendment(s) to Reflect Other Fee/Rate Changes Related to Water and Sewer Utility Rates**

ORDINANCE NUMBER 19 ORD 6-24

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Ordinance to Amend the Code of Asheboro to Reflect Certain Fee/Rate Changes Contained within the Adopted City of Asheboro Budget Ordinance for Fiscal Year 2024 – 2025

WHEREAS, during a special meeting on June 27, 2024, the Asheboro City Council adopted the City of Asheboro Budget Ordinance for Fiscal Year 2024-2025; and

WHEREAS, the Asheboro City Council decided to amend the Code of Asheboro to reflect certain fee/rate changes enacted as part of the budget adoption process for Fiscal Year 2024-2025.

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

Section 1. Section 50.004 of the Code of Asheboro, which pertains to water and sewer connection fees, is hereby rewritten to provide as follows:

§ 50.004 WATER AND SEWER CONNECTION FEES

- (A) *Water service connection fee for service to property inside the city limits.* The following fees shall be charged for connection to a city water main for property inside the city limits:

Size	Complete service to right-of-way	New tap only	New meter and setter with box only	New meter only installed in existing service
5/8" x 3/4"	\$2,000 \$2,500	\$1,000 \$1,250	\$1,000 \$1,250	\$250 \$350
1"	\$2,450 \$3,000	\$1,225 \$1,500	\$1,225 \$1,500	\$400 \$500
1½"	\$4,100 \$6,500	\$2,050 \$3,250	\$2,050 \$3,250	\$600 \$2,000
2"	\$4,200 \$7,000	\$2,100 \$3,500	\$2,100 \$3,500	\$750 \$2,250

(B) Water service connection fee for service to property outside city limits. The following fees shall be charged for connection to a city water main for property outside the city limits:

Size	Complete service to right-of-way	New tap only	New meter and setter with box only	New meter only installed in existing service
5/8" x 3/4"	\$3,000 \$3,750	\$1,500 \$1,875	\$1,500 \$1,875	\$375 \$525
1"	\$3,675 \$4,500	\$1,838 \$2,250	\$1,838 \$2,250	\$600 \$750
1½"	\$6,150 \$9,750	\$3,075 \$4,875	\$3,075 \$4,875	\$900 \$3,000
2"	\$6,300 \$10,500	\$3,150 \$5,250	\$3,150 \$5,250	\$1,125 \$3,375

(C) Sewer service connection fee for service to property inside city limits.

(1) Subject to division (C)(2) below, the following fees shall be charged for connection to the city sewer system for property inside the city limits:

Size	Complete service to right-of-way
4"	\$1,300 \$1,500
6"	\$1,700 \$2,000

(2) As an incentive for early connection to the sanitary sewer system, the above-stated sewer service connection fees shall be discounted on the basis of how quickly owners of property required to connect to the sanitary sewer system pursuant to § 50.095 do in fact make the required connections. The baseline for determining the amount of the discount for which a property owner is eligible shall be referred to as the notification date, and this notification date is the date on which the notice required by § 50.099 is deposited by the city with the United States Postal Service for delivery as first class mail. If a sewer service connection is made within two and one-half years of the notification date, the sewer service connection fee shall be waived. If a connection is made after two and one-half years, but before five years have lapsed, the sewer service connection fee shall be discounted by 75%. If a connection is made after five years, but before seven and one-half years have lapsed, the sewer service connection fee shall be discounted by 50%. If a connection is made after seven and one-half years, but before ten years have lapsed, the sewer service connection fee shall be discounted by 25%. No discount shall be available once ten years have lapsed since the notification date. This incentive plan does not apply to extensions of the public sanitary sewer system completed prior to January 1, 2008, and this incentive plan does

not apply to extensions of the public sanitary sewer system that are undertaken as part of the major subdivision review and approval process prescribed by the City of Asheboro Subdivision Ordinance or are otherwise initiated by some person or entity other than the city.

- (D) *Sewer service connection fee for service to property outside city limits.* The following fees shall be charged for connection to the city sewer system for property outside the city limits:

<i>Size</i>	<i>Complete service to right-of-way</i>
4"	\$3,250 \$3,750
6"	\$4,250 \$5,000

- (E) Charges include all street repairs.
- (F) When a connection to a city water or sewer facility, which has been extended into an area outside of the city's corporate limits at the sole expense of the city, has been authorized by the City Council pursuant to § 50.008(B)(2) of this chapter, a surcharge shall be imposed on such a connection in addition to any other fee prescribed by this section. The amount of the surcharge shall be calculated by distributing the cost incurred by the city, less any expense offset by the standard connection fee, pro rata between the owners of each parcel of land served by the water or sewer facility to which the connection is to be made. The exact surcharge for any particular water or sewer facility subject to this division shall be listed in the schedule of water/sewer service connection surcharges. This schedule of surcharges shall be maintained in the office of the City Clerk and shall be available for public inspection during regular business hours.
- (G) Unlisted water and sewer service items for property inside city limits will be at cost.
- (H) Unlisted water service items for property outside city limits will be at cost plus 50%.
- (I) Unlisted sewer service items for property outside city limits will be at cost plus 100%.
- (J) Approval must be secured from the North Carolina Department of Transportation before state-maintained streets can be cut.

Section 2. Section 50.065 of the Code of Asheboro, which pertains to water rates within the city, is hereby rewritten to provide as follows:

§ 50.065 RATES WITHIN CITY

The minimum monthly charge, regardless of the actual number of days within the usage period indicated on a bill, for the water made available to a non-bulk customer located within the corporate limits of the City of Asheboro is ~~\$15.58~~ \$15.89 for water usage in the range of zero to 150 cubic feet. In addition to the minimum rate prescribed by this section, each customer located within the corporate limits of the City of Asheboro that uses more than 150 cubic feet of water per monthly billing cycle shall be charged at the rate of ~~\$3.07~~ \$3.13 per 100 cubic feet, or any portion thereof, in excess of 150 cubic feet of water (one cubic foot of water equals approximately seven and one-half gallons of water).

Section 3. Section 50.066 of the Code of Asheboro, which pertains to water rates outside the city limits, is hereby rewritten to provide as follows:

§ 50.066 RATES FOR CUSTOMERS OUTSIDE CITY

The minimum monthly charge, regardless of the actual number of days within the usage period indicated on a bill, for the water made available to a non-bulk customer located outside the corporate limits of the City of Asheboro is

~~\$38.95~~ ~~\$39.73~~ for water usage in the range of zero to 150 cubic feet. In addition to the minimum rate prescribed by this section, each customer located outside the corporate limits of the City of Asheboro that uses more than 150 cubic feet of water per monthly billing cycle shall be charged at the rate of ~~\$7.67~~ ~~\$7.87~~ per 100 cubic feet, or any portion thereof, in excess of 150 cubic feet of water (one cubic foot of water equals approximately seven and one-half gallons of water).

Section 4. Section 50.104 of the Code of Asheboro, which pertains to low pressure sewer systems, is hereby rewritten to provide as follows:

§ 50.104 LOW PRESSURE SEWER SYSTEMS

- (A) It is the policy of the City of Asheboro to utilize and construct conventional gravity sewer systems in combination with pumping stations and wet wells. All new development proposals shall adhere to this design requirement. In the sole discretion of the City Council, a waiver from this requirement may be granted by the City Council when it is demonstrated to the satisfaction of the governing board that a low pressure sewer system should be used to solve wastewater disposal problems for an existing development because, in the sole judgment of the City Council, a gravity sewer system with pumping stations is not a feasible solution to the wastewater disposal problem.
- (B) The provisions of this chapter pertaining to the municipal sanitary sewer system have been enacted in order to create a regulatory framework that addresses the requirements of a conventional gravity sewer system. Unless the context clearly requires otherwise, the provisions of this chapter shall be applied to the fullest extent possible to properly authorized low pressure sewer systems that are operated and controlled by the city. If a conflict develops between the provisions of this section and any other provision in this chapter, the regulation prescribed by this section shall be the controlling authority in cases where a low pressure sewer system is at issue.
- (C) Within an existing development that has been approved by the City Council for a low pressure sewer system, the owner of a lot may connect to the city maintained low pressure sewer system only after applying for and receiving a sewer service connection permit from the City of Asheboro Engineering Department. In order to properly apply for such a permit, the property owner must complete an application packet developed by the city and available in the Engineering Department. This packet shall include, by way of illustration and not limitation, an application form and an easement agreement granting a sewer easement to the city over an area described by metes and bounds on a plat of survey procured at the applicant's expense. This executed easement is needed in order to provide city personnel and/or contractors with lawful authorization to enter the lot to install and maintain the needed infrastructure. Once all of the requested information is completed, executed, submitted and accepted by the Engineering Department, a sewer service connection permit will be issued. The city, and only the city or its contractors, will perform the installation of the grinder pump station as a turnkey job.
- (D) The sewer service connection permit will not be issued until a fee of ~~\$8,000~~ ~~\$10,500~~ is paid to the city in order to reimburse the city for costs associated with the city's installation of a grinder pump station and other infrastructure needed to connect the applicant's structure to the low pressure sewer system. After the installation is complete, a \$20 maintenance fee will be added as a surcharge to the customer's monthly water/sewer bill, and this monthly surcharge is to be paid in addition to any other charges that appear on the customer's bill in accordance with the provisions found in other sections of this chapter.

The monthly revenue realized from the surcharge imposed on every customer served by the low pressure sewer system will be placed in a Grinder Pump Maintenance Reserve Fund that shall be used exclusively for paying costs associated with the repair and maintenance of the low pressure sewer system.

- (E) In addition to the sewer main, the section of the low pressure sewer system that will be maintained by the city includes the small diameter force main from the street right-of-way line to the grinder pump wet well, the grinder pump, valves and valve boxes on the small diameter force main, the grinder pump electrical panel, and associated appurtenances. However, the gravity service line from the structure to the grinder pump wet well, electrical connections to the grinder pump panel, and any generators connected to the grinder pump power supply are not included with the city-provided maintenance program. These non-covered items are the sole responsibility of the property owner.
- (F) Notwithstanding any other provision of this chapter, customers shall be subject to the following rules and regulations pertaining to negligence or misuse of the system/infrastructure:
 - (1) The customer shall bear the full cost of repairs to the grinder pump and the associated infrastructure that is attributable to negligence or misuse on the part of the customer. Negligence or misuse includes, by way of illustration and not limitation, the placing of the following items in the sewer system:
 - (a) Glass;
 - (b) Metal;
 - (c) Gravel, sand (including aquarium stone), and coffee grinds;
 - (d) Seafood shells;
 - (e) Socks, rags, or cloths;
 - (f) Plastic;
 - (g) Sanitary napkins or tampons;
 - (h) Disposable diapers;
 - (i) Kitty litter;
 - (j) Explosives;
 - (k) Flammable materials;
 - (l) Lubricating oil, grease, cooking oil, paint;
 - (m) Strong chemicals;
 - (n) Gasoline or diesel fuel; and
 - (o) Stormwater runoff.
 - (2) When a customer engages in negligence or misuse of the grinder pump, and the city or its contractor has to repair the resulting damage, the full cost of such repairs shall be billed to the customer as a charge on the next monthly water/sewer bill. Such a charge is subject to collection in the same manner as any other charge invoiced on a customer's bill for services rendered by the city's water/sewer utility.

Section 5. Section 50.110 of the Code of Asheboro, which pertains to sewer rates, is hereby rewritten to provide as follows:

§ 50.110 SEWER RATES

- (A) For the privilege of discharging into the wastewater disposal system, a service charge is hereby imposed upon and shall be collected from all users. Except as provided in §§ 50.111, 50.112, 50.115, and division (D) below, the service charge established and collected as consideration for the privilege of using the wastewater disposal system shall be based

on the amount of water such a person uses from the city water supply system.

- (B) The minimum monthly sanitary sewer service charge, regardless of the actual number of days within the usage period indicated on a bill, for a customer located inside the corporate limits of the City of Asheboro is ~~\$23.37~~ **\$23.84** for water usage in the range of zero to 150 cubic feet of water used from the city water supply system. In addition to the minimum sanitary sewer service rates prescribed by this division (B), any customer located inside the corporate limits of the City of Asheboro that uses more than 150 cubic feet of water per monthly billing cycle shall be charged for sanitary sewer service at the rate of ~~\$4.60~~ **\$4.70** per 100 cubic feet of water, or any portion thereof, used in excess of 150 cubic feet.
- (C) The minimum monthly sanitary sewer service charge, regardless of the actual number of days within the usage period indicated on a bill, for a customer located outside the corporate limits of the City of Asheboro is ~~\$58.52~~ **\$59.60** for water usage in the range of zero to 150 cubic feet of water used from the city water supply system. In addition to the minimum sanitary sewer service rates prescribed by this division (C), any customer located outside the corporate limits of the City of Asheboro that uses more than 150 cubic feet of water per monthly billing cycle shall be charged for sanitary sewer service at the rate of ~~\$11.51~~ **\$11.75** per 100 cubic feet of water, or any portion thereof, used in excess of 150 cubic feet.
- (D) The following fees for service shall be charged to customers who are connected solely to the municipal sanitary sewer system and, therefore, are served by the utility only and exclusively as customers of the sanitary sewer system.
- (1) In those situations where the city deems it practical to meter the wastewater discharged into the municipal sanitary sewer system, the following rates shall be charged for municipal sanitary sewer service:
- (a) *Customers inside the city limits.* Regardless of the actual number of days within the usage period indicated on a bill, the minimum monthly sanitary sewer service charge per metered residential dwelling or non-residential enterprise located inside the corporate limits of the City of Asheboro and connected solely to the municipal sanitary sewer system shall be \$23.37 for any quantity of wastewater in the range of 0 to 150 cubic feet that is discharged into the municipal sanitary sewer system. In addition to the minimum sanitary sewer service rate prescribed by the immediately preceding sentence, the rate charged for the discharge of wastewater into the municipal sanitary sewer system in an amount in excess of 150 cubic feet of wastewater per monthly billing cycle shall be \$4.60 per 100 cubic feet of wastewater, or any portion thereof.
- (b) *Customers outside the city limits.* Regardless of the actual number of days within the usage period indicated on a bill, the minimum monthly sanitary sewer service charge per metered residential dwelling and non-residential enterprise located outside the corporate limits of the City of Asheboro and connected solely to the municipal sanitary sewer system shall be \$58.52 for any quantity of wastewater in the range of 0 to 150 cubic feet that is discharged into the municipal sanitary sewer system. In addition to the minimum sanitary sewer service rate prescribed by the immediately preceding sentence, the rate charged for the discharge of wastewater into the municipal sanitary sewer system in an amount in excess of 150

(j) Approval of Fiscal Year End 2023-2024 Operating Budget Amendment(s) and Project Ordinance Amendment(s)

(1) Ordinance to Amend the General Fund

20 ORD 6-24

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2023-2024**

WHEREAS, The City of Asheboro 23-24 budget included expenses that were anticipated to be paid by grant funds that were not received and thus revenues and expenses need to be reduced accordingly.

WHEREAS, the City of Asheboro allocated fund balance for expenses that were being rolled over from 22-23 but controlled expenses in 23-24 and is able to cover these expenses through budget savings.

WHEREAS, the City of Asheboro budgeted for grant revenue from Randolph County that was recorded directly in the McCrary Ballpark Improvements Fund and therefore does not need to be included in the General Operating Fund.

WHEREAS, The City of Asheboro is self-funded for health insurance and additional funding is needed to provide for current known claims and estimated claims through June 30, 2024.

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 revenue line item be increased / decreased:

<u>Account #</u>	<u>Expense Description</u>	<u>Decrease</u>
10-000-350.0000	State Grants	(1,900,000)
10-000-399.0000	Fund Balance Allocation	(1,677,790)
10-000-335.0021	Contribution – Randolph CTY	(500,000)
10-000-335.0016	Zoo City Sportsplex	(60,000)
10-000-350.0001	Local Grants	(22,000)
	Total Change	<u>(4,159,750)</u>

That the following expense line item be increased / decreased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase/ Decrease</u>
10-410-507.0004	Fringe- Insurance	13,000
10-420-507.0004	Fringe- Insurance	7,688
10-440-507.0004	Fringe- Insurance	24,250
10-450-507.0004	Fringe- Insurance	7,688
10-480-507.0004	Fringe- Insurance	29,275
10-490-507.0004	Fringe- Insurance	11,375
10-490-522.0000	Professional Services	(80,000)
10-490-532.0000	Grants	(62,000)
10-490-551.0000	Community Redevelopment	(150,000)
10-500-515.0002	Maint & Repair Parking	(25,000)

(2) Ordinance to Amend the Water & Sewer Fund

21 ORD 6-24

**ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2023-2024**

WHEREAS, The City of Asheboro 23-24 budget included expenses that were anticipated to be paid by grant funds that were not received and thus revenues and expenses need to be reduced accordingly.

WHEREAS, the City of Asheboro allocated fund balance for expenses that were being rolled over from 22-23 but controlled expenses in 23-24 and is able to cover these expenses through budget savings.

WHEREAS, The City of Asheboro is self-funded for health insurance and additional funding is needed to provide for current known claims and estimated claims through June 30, 2024.

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 revenue line item be increased / decreased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase/ Decrease</u>
30-000-360.0015	DWSRF Loan Proceeds	(4,960,000)
30-000-399.0000	Fund Balance Allocation	(573,843)
	Total change	(5,533,843)

That the following expense line item be increased / decreased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase/ Decrease</u>
30-720-507.0004	Fringe- Insurance	6,188
30-820-507.0004	Fringe- Insurance	15,114
30-830-507.0004	Fringe- Insurance	9,643
30-840-507.0004	Fringe- Insurance	768
30-860-507.0004	Fringe- Insurance	6,500
30-870-507.0004	Fringe- Insurance	26,000
30-880-507.0004	Fringe- Insurance	12,600
30-870-545.0000	Contracted Services	(4,960,000)
30-870-545.0000	Contracted Services	(253,064)
30-880-545-0001	Contracted Services -WW	(35,000)
30-860-509.0000	Workers Compensation	(25,000)
30-850-534.0000	Other Supplies & Materials	(36,000)
30-840-574.0000	Capital Outlay EQ	(33,000)
30-720-545.0005	Credit Card Fees	(12,000)
30-720-520.0001	Software Support	(26,000)
30-720-506.0000	Unallocated Pay Changes	(25,592)
30-720-560.0000	Small Equipment	(5,000)
30-830-545-0000	Contractor Services	(200,000)
	Total change	(5,533,843)

Adopted this 27th day of June 2024

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

ATTEST:

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

(3) Ordinance to Amend the McCrary Ballpark Improvements Fund

22 ORD 6-24

**ORDINANCE TO AMEND
THE MCCRARY BALLPARK IMPROVEMENTS FUND
FY 2023-2024**

WHEREAS, revenues and expenditures in the McCrary Ballpark Improvements Fund have changed in comparison to the current adopted budget.

WHEREAS, the City of Asheboro wishes to recognize donations in the amount of \$666,666 from David Couch and \$500,000 from Randolph County and sales tax refund receipts.

WHEREAS, the City of Asheboro wishes to align expenses and encumbrances on record with the expenditure budget line items leaving enough funds for the Facilities Maintenance Department to finish needed fencing, electrical and lighting fixture work that is not included in the current budgeted scope.

WHEREAS, new revenue sources allow budgetary allocations / funds previously transferred from the General Fund to be transferred back to the General Fund.

WHEREAS, the City of Asheboro desires to amend the 2023-2024 budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

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

Section 1: The following revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
65-000-300.0000-65	Donations	666,666
65-000-300.0000-65	Donations	500,000
65-000-373.0000-65	Sales Tax Refund	17,660
	Total	\$1,184,326

Section 2: The following expense line item be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
65-000-404.9000-65	Construction Playground	96,496
65-000-405.0000-65	Miscellaneous	142,508
65-000-410.0000-65	Lighting	160,000
65-000-507.0000-65	Sound System	(4,519)
65-000-408.0000-65	Land Purchase	172
65-000-403.9000-65	Construction – Grandstands	(2,695)
65-000-402.9000-65	Construction Field Turf & Retaining wall	(13,199)
65-000-400.9000-65	Construction Manager at Risk	(90)
65-000-401.9000-65	Architect & Engineering fees	(39,424)
65-000-930.1000-65	Transfer to General Fund	845,077
		\$1,184,326

Adopted this 27th day of June 2024.

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

ATTEST:

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

3. Change Order Number 12 for Terry’s Plumbing & Utilities for the Cone Health ZooCity Sportsplex

After City Manager John Ogburn requested the continuance of agenda item numbers 3 and 4, Council Member Trogdon moved, and Council Member Heath seconded the motion to continue the above-referenced agenda item along with agenda item number 4 to the council’s next regular meeting that is scheduled for July 11, 2024. Council Members Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

[Council Member Bell arrived after the vote on the above-referenced agenda item.]

4. Finance Items

(a) Ordinance to Amend the State Capital and Infrastructure Grant Fund

(b) Ordinance to Amend the ZooCity Sportsplex Fund

[The above referenced agenda item was continued to the council’s next regular meeting that is scheduled for July 11, 2024.]

5. Approval of the Proposed City of Asheboro Budget Ordinance for the Upcoming Fiscal Year 2024-2025

Finance Director Deborah Reaves presented the budget ordinance for the upcoming fiscal year 2024-2025. Council Member Bell moved, and Council Member Burks seconded the motion to approve the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

23 ORD 6-24

**CITY OF ASHEBORO
BUDGET ORDINANCE**

BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina in session assembled:

Section 1: The following amounts are hereby appropriated in the General Fund for the operation of the city government and its’ activities for the fiscal year beginning July 1, 2024 and ending June 30, 2025, in accordance with the chart of accounts heretofore established for this City:

<u>ACCOUNT</u>	<u>DEPARTMENT OR FUNCTION</u>	<u>APPROPRIATION</u>	
10-410	Mayor and Governing Body		147,004
10-420	City Manager’s Office	386,601	
10-440	Finance Office	743,729	
10-450	Legal & City Clerk	216,096	
10-480	Information Technology	641,940	

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10-490	Planning/Community Development	1,492,528
10-500	Municipal Building Headquarters	300,500
10-510	Police Department	13,060,229
10-530	Fire Department	7,872,939
10-540	Building Inspections Department	435,245
10-545	Fire Inspections Department	328,165
10-550	Operations Division - Public Works	1,257,139
10-555	Fleet Maintenance	2,102,175
10-565	Street Maintenance	4,530,953
10-575	City Engineer Office	466,176
10-580	Environmental Services	3,082,290
10-590	Human Resources	432,527
10-610	Economic Development /Community Support	1,383,485
10-615	Arts & Cultural Services	915,111
10-620	Recreation Services	2,644,457
10-623	Zoo City Sportsplex	1,119,687
10-625	Municipal Golf Course	329,494
10-630	Library	644,561
10-640	Facilities Maintenance	3,344,868
10-650	Airport Authority	310,820
	Total Appropriations	48,188,719

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Ad Valorem Taxes (Real)	24,570,014
Ad Valorem Taxes (Vehicle)	1,512,009
Tax Interest	38,010
Tax on Short Term Rental Vehicles	54,883
Solid Waste Disposal Tax	21,039
ABC Board Revenue	661,058
Beer & Wine Tax Revenue	113,776
Concessions and Merchandise	76,261
Contracted Maintenance NCDOT	30,000
Utilities Franchise Tax - State	2,559,260
Powell Bill Allocation - State	747,477
Local Sales Tax & Hold Harmless Funds	10,773,089
Building & Inspection Permits	511,550
Zoning Fees	32,500
Hangar Rent	60,000
Charges for Services – Refuse / Recycle Collection	2,819,547
Recreation Program Revenues	632,767
Proceeds of Installment Purchase Financing	1,444,608
Sale of Property / Assets	147,000
Reimbursement from Asheboro City Schools –SRO Officers	274,722
US Treasury Funds / Vice & Narcotics Funds	203,439
Randolph County Contribution to McCrary Ballpark	500,000
Fund Balance Appropriation	52,000
All Other Revenues	353,710
Total Estimated Revenues	48,188,719

Section 3: There is hereby levied a tax at the rate of seventy-one cents (\$.71) per one hundred (\$100) valuation of property as listed for taxes as of January 1 for the purpose of raising the revenue listed as " Current Year's Taxes" in the General Fund in Section 2 of this ordinance.

This rate is based on a total valuation of property for the purposes of taxation of \$3,562,924,639 and an estimated rate of collection of 98%.

There is a recommended Fund Balance appropriation in the recommended 2024-2025 budget for expenses re-encumbered from the 2023-2024 budget.

Section 4: The following General Fund Fees are hereby adopted for provision of services by the city government for the fiscal year beginning July 1, 2024.

Sanitation Department Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
90 Gallon Residential Garbage Can / per month	\$18
90 Gallon Commercial Can / per month	\$18
90 Gallon Residential Recycle Can / per month	\$5
90 Gallon Commercial Recycle Can / per month	\$5
Residential Dumpster / per pick-up	\$33
Commercial Dumpster / per pick-up	\$33
Dumpsters billed <u>monthly</u> based on annualized collection schedule	
Missed Residential Dumpster / per pick-up	\$40
Missed Commercial Dumpster / per pick-up	\$44
Compaction Dumpster / per pick-up	\$44
Missed Compaction Dumpster / per pick-up	\$54
Residential Dumpster Rent / per month	\$21
Commercial Dumpster Rent / per month	\$25
Dumpster Clean / Replace / each	\$100
Cardboard Dumpster / per pick-up	\$20
Recycling Dumpster / per pick-up	\$20
Yard Waste Collection per scoop	
First and Second scoop*	\$0
Each scoop thereafter*	\$15
*Applicable to brush that is within specifications	
Waste left in ditch, curb or street per scoop	\$24
Waste out of Specs per scoop	\$24
Waste after hours / emergency collection-	\$50
cost per scoop	
Tires Collection / each	\$5
C&D /Building Materials / per scoop	\$20
Curb side pick-up	\$10
Electronics Collection	\$10
White Goods Collection	\$10

Recycling Transfer Station Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Tipping Fee per Ton- Municipal	\$38

Asheboro Planning & Zoning Department Fee Schedule
Proposed for FY-24-25 (effective date of January 1, 2025)
Board Action

	NEW FY-24-25	CURRENT
Rezoning – General District		
Less than 2 Acres	\$350	\$200
2 to 10 Acres	\$500	\$200
Over 10 Acres	\$800 + \$15/acre	\$200
Rezoning – Conditional District		
Less than 2 Acres	\$600	\$550
2 to 10 Acres	\$800	\$550
Over 10 Acres	\$1,000 + \$15/acre	\$550
Special Use Permit		
Less than 2 Acres	\$350	\$350

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2 to 10 Acres		\$500	\$350
Over 10 Acres		\$750 + \$15/acre	\$350
Other			
Zoning Ordinance Text		\$350	\$200
Amendment			
Board of Adjustment			
Appeal		\$0	\$0
Reasonable Accommodation		\$0	\$0
Interpretation		\$350	\$250
Variance		\$350	\$250

Zoning Compliance Permit
(Includes Site Plan Review and Certificate of Zoning Compliance)

Construction			
Single Family Residential		\$30	\$25
Single Family Residential		\$25	\$25
Accessory			
Two Family Residential		\$125	\$125
Two Family Residential Accessory		\$50	N/A
Multi-Family Residential		\$500 +\$15/acre disturbed	\$300
Multi-Family Residential		\$100	N/A
Accessory			
Non-Residential		\$500 +\$15/acre disturbed	\$350
Non-Residential Accessory		\$100	\$50
Land Disturbance Permit		\$150	\$50
Change of Occupancy Use		\$50	\$50
Change of Use		\$150	\$250

Sign			
Permanent Sign		\$35/sign type	\$25
Temporary Sign		\$25/30 days	\$25/30 days

Other			
Seasonal/Produce Sales & Limited Duration Events		\$100	\$50
Environmental Permit			
Watershed Protection &		\$100	\$25
Occupancy Permit			
Floodplain Development Permit		\$150	\$75
Zoning Verification			
Residential		\$50	\$25
Non-Residential		\$100	\$75
DMV		\$25	N/A
Subdivision			
Minor Plat		\$100	\$100
Sketch Plat - Major		\$200	\$100
Preliminary Plat - Major		\$200 + \$30/lot	\$200
Final Plat – Major		\$200	\$200+25 per lot

Building Inspection Permit Fees Year 24-25
Effective July 1, 2024 to December 31, 2024

A Zoning Permit may be required before building permits can be issued. Drawings for projects need to be submitted at least two weeks prior to issuance of building permits. All subcontractors should obtain their own permits. Fees are based on the general construction portion only. Project costs should be rounded to the nearest thousand. Minimum permit fee for all permit types is \$50. The permit fee for all permit types when work is started prior to a required permit is double that standard permit fee or \$200, whichever is less.

DESCRIPTION	<u>AMOUNT</u>
Building Permit	Residential: \$5/\$1000 up to \$150,000; \$1.50/\$1,000 thereafter Commercial: \$10/\$1000 up to \$150,000; \$5.00/\$1,000 thereafter
Minimum Permit	\$50
Minimum Sign	\$50
Non-bid Jobs (new)	\$40/ sq. ft.
Habitable Space	\$20/ sq. ft.
Mobile Home	\$100
Swimming Pool	\$100
Demolition-Residential	\$75
Demolition-Commercial	\$150
Relocate Structure	\$120
Plumbing Permit	\$5 per fixture, \$50 minimum
Water/Sewer Line: House	\$50
Water/Sewer Line: Commercial/Large	\$100
Heating/ AC Permit	
Boiler	\$100
Gas Line-Residential	\$50
Gas Line-Commercial	\$50
Gas Furnace/Gas Pack	\$60
Gas Furnace / Gas Pack and AC up to 5	\$100
tons	
Additional per ton over 5	\$10
Heat Pump	\$60
Mini Split	\$50
Oil Furnace	\$60
Refrigeration Units	
Minimum Permit	\$30
Per additional unit over 3	\$10

<u>CHANGE OUTS</u>	<u>AMOUNT</u>
Unit Change out (no duct work)	
Residential	\$50
Commercial	\$75
Commercial - greater than 5 ton	\$100
Commercial Grease Hood	\$100
Mobile Home Heating/ AC Unit	\$50
Gas Appliances	
Minimum Permit (up to 3 appliances)	\$50
Additional Per appliance	\$10
Electrical Permits	
Temporary service	\$50
Residential	\$100
Commercial	\$100 first 5000 sq. ft. \$5/1000 sq. ft. thereafter
Service Change	\$50
Electric Repair	
Residential	\$50
Commercial	\$100
Generator Installation	\$50
Mobile Home Service	\$50
Sign	\$50
Duplex	\$200
Apartments (each)	\$50
Minimum Permit	\$50
*Fee for work started without permit	\$100 maximum

Reinspection Fee: \$50

A re-inspection fee may be assessed for a second and any subsequent failed inspections.

Building Inspections Permit Fees Fiscal Year 24-25

Proposed Effective January 1, 2025

(Fees in effect as of June 30, 2024 will remain unchanged until January 1, 2025)

A Zoning Permit may be required before building permits can be issued. Drawings for projects need to be submitted at least two weeks prior to issuance of building permits. All subcontractors should obtain their own permits. Fees are based on the general construction portion only. Project costs should be rounded up to the nearest thousand.

Minimum permit fee for all permit types is \$50 unless otherwise provided. An additional fee will be assessed for all permit types when work is started prior to a required permit; that fee is double the applicable permit fee or \$200, whichever is less. A \$50 re-inspection fee may be assessed for a second and any subsequent failed inspection.

Permit fees are broken down into 2 categories: Residential and Commercial. Residential includes single and two-family construction: single-family homes, duplexes and townhomes fall into this category. Commercial includes all other projects not considered Residential.

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Building Permits:

Residential
<i>New Construction:</i>
\$100 + \$0.35 per sq. ft.
<i>Renovations and additions:</i>
\$50 + \$0.20 per sq. ft.
Minimum Fee: \$50

Commercial
<i>New Construction and Renovations:</i>
\$10 per \$1,000 up to \$150,000
\$5 per \$1,000 thereafter
Minimum Fee: \$100

Note: When fees are based on construction cost, any information provided may be reviewed against the most current International Code Council’s “Building Valuation Data” (BVD). In the event of a disparity, the BVD may be used as a basis for project cost.

Demolition - Residential	\$75 per building
Demolition - Commercial	\$150 per building
Insulation – Residential	\$50
Insulation – Commercial	\$100
Manufactured Home	\$100
Minimum Sign Permit	\$50
Modular Home	\$500 (does not include trades)
Relocate Single-Family Residence	\$500
Swimming Pool, including Fence	\$125

Plumbing Permits: \$5 per fixture, \$50 minimum

Water/Sewer Line: House	\$50
Water/Sewer Line: Commercial/Large	\$100
Residential Irrigation Sprinkler	\$50
Non-Residential Irrigation Sprinkler	\$100

Heating and Air Conditioning Permits:

Residential	
Gas Line	\$50
Furnace / Gas Pack.	\$75
Heat Pump:	\$75
Mini-Split	\$50
Oil Furnace	\$75
Unit Change Out (no duct work)	\$50
Manufactured Home Heating / AC Unit	\$75
Gas Appliances Up to 3	\$50
Each Additional Gas Appliance	\$10
Minimum Mechanical Fee	\$50

Commercial	
Gas Line	\$100
Furnace / Gas Pack & AC (≤ 5 tons)	\$100
Each Additional Ton over 5	\$10
Refrigeration Units (< 3 tons)	\$75
Each Additional Unit over 3	\$10
Commercial Grease Hood	\$100
Unit Change Out (no duct work)	\$100
Gas Appliances Up to 3	\$100
Each Additional Gas Appliance	\$10
Boiler Permit	\$100
Minimum Mechanical Fee	\$50

Electrical Permits:

Temporary / Saw Service	\$50
New Single-Family Residential/Modular	\$100
Residential Repair	\$50
New Commercial Construction / Repair	\$100 first 5,000 s.f., \$5 per 1,000 s.f. thereafter
Service Change	\$50
Generator Installation	\$50
Manufactured Home Service	\$75
Apartments	\$50 each

**Fire Prevention Department Fees and Penalties
Proposed for FY-24-25
(effective date of July 1, 2024 to December 31, 2024)**

Fees

All construction and operation permits are \$100.
The permit fee for all permit types when work is started prior to a required permit is double that standard permit fee or \$200.

Penalties

Non-Life Safety / offense /day until corrected before re-inspection	\$50
Non-Life Safety/offense/day until corrected after re-inspection	\$100
Non-Occupancy Life Safety / offense /day until corrected before re-inspection	\$150
Non-Occupancy Life Safety/offense/day until corrected after re-inspection	\$300
Occupancy Life Safety / person over limit	\$100
Exit Life Safety/ locked, blocked, obstructed exit	\$500

A \$50 re-inspection fee may be assessed for a second and any subsequent failed inspections.

**Fire Prevention Department Fees and Penalties
Proposed for FY-24-25 (effective date of January 1, 2025)**

Fees

~~All construction and operation permits are \$100.~~

Automatic Sprinkler System	up to 10,000 s.f.	\$100
	10,001 – 100,000 s.f.	\$200
	+100,001	\$300
Explosive Materials/Blasting	30-day	\$100
	60-day	\$200
	+61-day	\$300
Fire Alarm Detection System and Related Equipment	up to 10,000 sf.	\$100
	10,001 – 100,000 s.f.	\$200
	+100,001	\$300
Smoke Control or Exhaust Systems	up to 10,000 s.f.	\$100
	10,001 – 100,000 s.f.	\$200
	+100,001	\$300

All other construction and operational permits are \$100. The fee for all permits when work is started prior to a required permit is double the standard permit fee ~~or \$200.~~

Penalties

Non-Life Safety / offense /day until corrected before re-inspection	\$50
Non-Life Safety/offense/day until corrected after re-inspection	\$100
Non-Occupancy Life Safety / offense /day until corrected before re-inspection	\$150
Non-Occupancy Life Safety/offense/day until corrected after re-inspection	\$300
Occupancy Life Safety / person over limit	\$100
Exit Life Safety/ locked, blocked, obstructed exit	\$500

A \$35 re-inspection fee may be assessed for a second and any subsequent failed routine inspection.

Parks & Recreation Fees:

**City Resident/Non-Resident rates are established according to the residence of the individual. City Residents need to obtain a REC card to receive the City Resident Rate.

<u>Facility/Activity</u>	<u>City Resident</u>	<u>Non-Resident</u>
Lake Lucas:		
Daily Fishing Permit	\$3	\$4
Annual Fishing Permit	\$35	\$50
Daily Jon Boat Rental	\$8	\$12
Daily Canoe / Kayak Rental	\$6	\$10
Daily Kayak/Canoe Launch	\$2.50	\$3.50
Annual Kayak/Canoe Launch	\$35	\$50
Daily launch fee	\$7	\$9.50
Annual launch fee	\$100	\$135
Kayak Rental Spaces	\$60	\$85
Boat Rental Spaces	\$150	\$200

<u>Facility/Activity</u>	<u>City Resident</u>	<u>Non-Resident</u>
Lake Reese:		
Daily launch fee	\$7	\$9.50
Daily Kayak/Canoe Launch	\$2.50	\$3.50
Annual Kayak/Canoe Launch	\$35	\$50
Annual launch fee	\$100	\$135
Daily Duck hunting (per boat)	\$12.50	\$16

Baseball/Softball Field Rental:

Rental per Hour (no lights)	\$15	\$20
Rental per Hour (with lights)	\$25	\$35
Tournament rental per weekend		
One Field	\$175	\$225
Two Fields	\$300	\$400
Concession Stand/Restroom	\$50	\$65
Additional Field Preparation	\$45	\$60

Youth Sports Fees:

Registration fee	\$30	\$50
Late fee applied after registration deadline	\$10	\$10

Sunset Theatre Rentals- Applies to All

Security Deposit	\$100	\$100
Dark/Rehearsal (Multi-day use, 4 hour max)	\$60	\$60
Non-Profit- Single Day (8 hour max)	\$175	\$175
General Meeting/Party Rental (4 hour max)	\$100	\$100
Private Event (8 hours max)	\$300	\$300
Commercial/ For Profit (8 hours max)	\$450	\$450

Rotary Pavilion at Bicentennial Park Rental

Security Deposit	\$75	\$75
Facility/Equipment Signage Rental (event optional)	\$20	\$20
Daily Rate	\$325	\$400
Non-Profit Government Rate	\$225	\$225

Skate Park

Daily admission	\$1	\$2
15 admissions pass	\$10	\$25
1 year unlimited pass	\$150	\$300
Party Room Rental (per hour)	\$20	\$30

<u>Facility/Activity</u>	<u>City Resident</u>	<u>Non-Resident</u>
Shelter Rental		
Memorial Park (upper): 10am-3pm; 3:30pm-dark	\$18	\$35
Full day	\$35	\$70
All other Parks: 10am-3pm; 3:30pm-dark	\$10	\$20
Full day	\$20	\$40
Tennis Courts		
Lights per hour per court	\$3	\$4

<u>Facility/Activity</u>	<u>City Resident</u>	<u>Non-Resident</u>
Pools:		
Public Swim (day)		
2 years & under w/ paying adult	\$0	\$0
3 years & older	\$3	\$3
Public Swim (night)		
2 years & under w/ paying adult	\$0	\$0
3 years & older	\$2	\$2
Public Lap Swim	\$2	\$2
Public Senior Swim	\$0	\$1
Swimming lessons (group)	\$25	\$30
Swimming lessons (private)	\$50	\$60
Lifeguard Training Class	\$225	\$225
Swim Pass (15 admissions)	\$30	\$40
Pool Rental (2 hrs.) 0-50 people	\$150	\$225
Includes 1 Manager & 2 Lifeguards		
Pool Rental (3 hrs.) 0-50 people	\$225	\$300
Includes 1 Manager & 2 Lifeguards		
Additional Lifeguard (each)	\$30	\$30
If a party exceeds 50 people, 1 additional lifeguard is REQUIRED for every 25 people.		

<u>Facility/Activity</u>	<u>City Resident</u>	<u>Non-Resident</u>
Golf Course:		
Walking Only	\$8	\$10
Riding 9 holes- w/ green fees	\$15	\$18
Riding 18 holes- w/ green fees	\$21	\$25
Twilight (after 3pm) 18 holes w/ green fees	\$16	\$20
Membership Fees		
Junior (Summer June-August)	\$75	\$125
Individual	\$365	\$465
Senior	\$290	\$390
Senior Couple	\$475	\$575
Family	\$600	n/a
Member Cart Fees		
Nine holes	\$6	\$7
Eighteen holes	\$11	\$13
Disk Golf Course		
Tournament Rental per day (8 hrs.)	\$100	\$175

<u>Facility/Activity</u>	<u>City Resident</u>	<u>Non-Resident</u>
Recreation Center		
Adult Lap Swim	\$2.00	\$2.00
Aquatic & Group Fitness Classes	\$2.00	\$3.00
Aquatic & Group Class Pass (15 admissions)	\$20.00	\$35.00
Open Gym Activities	\$1.00	\$2.00
Senior Programs:		
Aquatic & Group Fitness	Free	\$1.00
Lap Swim	Free	\$1.00

Open Gym Activities	Free	\$1.00
Senior Games Practice	Free	Free
Rentals:		
Security Deposit	\$100.00	\$100.00
Conference Room Rental/hr	\$20.00	\$30.00
Multipurpose Room Rental/hr	\$40.00	\$60.00
Gym Rental / hr	\$60.00	\$90.00
Pool Rental – 2 hours	\$120.00	\$180.00
Pool Rental – 3 hours	\$180.00	\$270.00

- All pool rentals are limited to a maximum capacity of 30 persons
- Each pool rental includes 1 Manager, 2 Lifeguards and the use of the party room for food and beverages

Gatekeeper’s House	<u>City Resident</u>	<u>Non-Resident</u>
Security Deposit (refundable)	\$100.00	\$100.00
Non-Profit/Government Rate (per hour)	\$15.00	\$15.00
Daily Rate (per hour)	\$25.00	\$35.00

Downtown Farmers’ Market	Vendor
Daily Fee (1 space)	\$5
Daily Fee (2 Spaces)	\$15

Running/Walking Events	Non-Profit Fee	Event Fee
Bicentennial Park Certified 5K Course	\$225.00	\$300.00
Memorial Park Certified 5K Course	\$300.00	\$400.00
Memorial Park Certified 10K Course	\$375.00	\$500.00
Non-Conforming Courses (need approval)	\$525.00	\$700.00

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

Section 5: The following amounts are hereby appropriated in the Water and Sewer Fund for the operation of the city government and its’ activities for the fiscal year beginning July 1, 2024 and ending June 30, 2025, in accordance with the chart of accounts heretofore established for this City:

<u>ACCOUNT</u>	<u>DEPARTMENT OR FUNCTION</u>	<u>APPROPRIATION</u>
30-720	Billing and Collection	797,489
30-810	Water Meter Operations	1,098,419
30-820	Water Supply and Treatment	4,903,255
30-830	Wastewater Treatment	4,114,442
30-840	Water Maintenance	2,244,891
30-850	Wastewater Maintenance	2,176,314
30-860	Technical Services	391,916
30-870	Systems Maintenance	6,426,441
30-880	Water Quality	1,129,502
	Total Appropriations	23,282,669

Section 6: It is estimated that the following revenues will be available in the Water and Sewer Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025. There is a recommended retained earnings appropriation in the recommended 2024-2025 budget for expenses re-encumbered from the 2023-2024 budget.

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Sale of Water	8,077,665
Sewer Charges	7,920,251
Sampling and Monitoring Fees	27,000
Surcharges	150,000
Septic Tickets / Hauled Waste / Septic Tank Discharges	50,000
Water and Sewer Connection Fees	205,000

Late & Return Check Fees	556,000
DWSRF Loan	2,700,000
Grants	1,617,274
Proceeds from Lease Purchase	548,000
Randolph County	500,000
Retained Earnings Allocation	412,552
Other Revenues	518,927
 Total Estimated Revenues	 23,282,669

Section 7: The following Water & Sewer Fund Fees are hereby adopted for provision of services by the city government for the fiscal year beginning July 1, 2024. The below rates reflect a 2% increase to inside water & sewer rates over 2023-2024 and the respective changes to outside city limits cost. The effective date of this rate increases on inside and outside residential and commercial customers and will be January 1, 2025 as noted below and will be included in the January month end bill sent to the customers. The low-pressure sewer pump rate, Seagrove sewer only rate and leachate rate changes are effective July 1, 2024 and are noted accordingly below.

Water and Sewer Billing Department (EFFECTIVE JULY 1, 2024)

<u>SERVICE</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
Monthly Cost		
Water Minimum Fee	\$15.58	\$38.95
Sewer Minimum Fee	\$23.37	\$58.52
Above referenced minimum bill includes 150 cubic ft. usage		
Consumption Fee- above min. for all above referenced customers		
Water-per 100 cu. ft. over 150 cu. ft.	\$3.07	\$7.67
Sewer-per 100 cu. ft. over 150 cu. ft.	\$4.60	\$11.51
Water Only Service (metered)		
Minimum fee (includes 150 cf. usage)	15.58	\$38.95
Consumption Fee per 100 cf. over min	3.07	\$7.67
Sewer Only Service (metered)		
Minimum fee (includes 150 cf. usage)	\$23.37	\$58.52
Consumption Fee per 100 cf. over min	\$4.60	\$11.51
Sewer Only Service (non-metered avg 300 cf.)	\$30.28	\$75.69
Seagrove Sewer Only		
Minimum fee (includes 150 cf. usage)	\$23.84	
Consumption Fee per 100 cf. over min	\$4.70	
Deposit for Service	\$140	\$160
Deposits on accounts are applied to final bill upon termination of service		
Low Pressure Sewer System (per pump)	\$20	
Landfill Leachate Fee	\$1.50 per 100 cf	
Miscellaneous Fees:		
Return Check/Draft Fee	\$25	\$25

Late payment charge* - tier 1	\$10	\$10
Late payment charge* - tier 2	\$20	\$20
Cleaning / Inspection connection	\$10	\$10

* Payments must be received by 5:00 pm on the due date to avoid the late payment charge. Payments “in route” are subject to the late fee as they are not yet received.

Water and Sewer Billing Department (EFFECTIVE JANUARY 1, 2025)

<u>SERVICE</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
Monthly Cost		
Water Minimum Fee	\$15.89	\$39.73
Sewer Minimum Fee	\$23.84	\$59.59
Above referenced minimum bill includes 150 cubic ft. usage		
Consumption Fee- above min. for all above referenced customers		
Water-per 100 cu. ft. over 150 cu. ft.	\$3.13	\$7.83
Sewer-per 100 cu. ft. over 150 cu. ft.	\$4.70	\$11.74
Water Only Service (metered)		
Minimum fee (includes 150 cf. usage)	15.89	\$39.73
Consumption Fee per 100 cf. over min	\$3.13	\$7.83
Sewer Only Service (metered)		
Minimum fee (includes 150 cf. usage)	\$23.84	\$59.59
Consumption Fee per 100 cf. over min	\$4.70	\$11.74
Seagrove Sewer Only		
Minimum fee (includes 150 cf. usage)	\$23.84	
Consumption Fee per 100 cf. over min	\$4.70	
Sewer Only Service (non-metered avg 300 cf.)	\$30.89	\$77.21
Deposit for Service	\$140	\$160
Deposits on accounts are applied to final bill upon termination of service		
Low Pressure Sewer System (per pump)	\$20	
Landfill Leachate Fee	\$1.50 per 100 cf	
Miscellaneous Fees:		
Return Check/Draft Fee	\$25	\$25
Late payment charge* - tier 1	\$10	\$10
Late payment charge* - tier 2	\$20	\$20
Cleaning / Inspection connection	\$10	\$10

* Payments must be received by 5:00 pm on the due date to avoid the late payment charge. Payments “in route” are subject to the late fee as they are not yet received.

Water and Sewer Maintenance Department

<u>SERVICE</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
Water Tap Rates		
3/4" Complete Service	\$2,500	\$3,750
1" Complete Service	\$3,000	\$4,500
1 1/2" Complete Service	\$6,500	\$9,750
2" Complete Service	\$7,000	\$10,500
3/4" New Tap	\$1,250	\$1,875
1" New Tap	\$1,500	\$2,250
1 1/2" New Tap	\$3,250	\$4,875
2" New Tap	\$3,500	\$5,250
3/4" New Meter, Setter, Box	\$1,250	\$1,875
1" New Meter, Setter, Box	\$1,500	\$2,250
1 1/2" New Meter, Setter, Box	\$3,250	\$4,875
2" New Meter, Setter, Box	\$3,500	\$5,250
3/4" New Meter, existing svc.	\$350	\$525
1" New Meter, existing svc.	\$500	\$750
1 1/2" New Meter, existing svc.	\$2,000	\$3,000
2" New Meter, existing svc.	\$2,250	\$3,375
Services not listed	Cost	Cost plus 50%
Sewer Tap Rates		
4" Complete Service	\$1,500	\$3,750
6" Complete Service	\$2,000	\$5,000
Services not listed	Cost	Cost plus 100%

Grinder Pump Station Install for low pressure sewer system inside City Limits: \$10,500

Water Resources Division Fees

WATER/WASTEWATER PARAMETER ANALYSIS

Parameter	Cost/Analysis	Parameter	Cost/Analysis
Acidity	\$8.00	Nitrite Nitrogen	\$30.00
Alkalinity	\$20.00	Total Kjeldahl Nitrogen	\$35.00
Ammonia Nitrogen	\$20.00	Phosphorus - Total	\$25.00
BOD (5-day)	\$30.00	Phosphorus - Ortho	\$65.00
Chlorine	\$20.00	pH & Temperature	\$10.00
ULR Chlorine	\$18.00	Total Solids	\$20.00
Chloride	\$25.00	Total Suspended Solids	\$20.00
COD	\$30.00	Settleable Solids	\$20.00
Conductivity	\$20.00	Sulfate	\$35.00
Cyanide	\$40.00	TOC	\$50.00
Dissolved Oxygen	\$10.00	Turbidity	\$15.00
DOC	\$55.00	UV254	\$65.00
Fluoride	\$35.00	Fecal Coliform	\$30.00
Hardness - Total	\$30.00	E-coli (P/A)	\$35.00
Hardness - Calcium	\$30.00	Total Coliform (P/A)	\$35.00
Hardness - Magnesium	\$30.00	Heterotrophic Plate Count	\$65.00
Nitrate Nitrogen	\$40.00	Source Water (Quanti-Tray)	\$65.00

METALS ANALYSIS

Parameter	Cost/Analysis	Parameter	Cost/Analysis
Aluminum	\$20.00	Mercury	\$45.00

Antimony	\$20.00	Molybdenum	\$20.00
Arsenic	\$20.00	Nickel	\$20.00
Cadmium	\$20.00	Selenium	\$20.00
Chromium	\$20.00	Silver	\$20.00
Cobalt	\$20.00	Tin	\$20.00
Copper	\$20.00	Titanium	\$20.00
Iron	\$20.00	Vanadium	\$20.00
Lead	\$20.00	Zinc	\$20.00
Manganese	\$160.00		

Analysis fees not specified herein will be provided by commercial laboratory at contracted cost

ORGANICS ANALYSIS

Parameter	Cost/Analysis	Parameter	Cost/Analysis
1,4 Dioxane w/ Field Blank	\$250.00	EPA 624	\$140.00
EPA 625	\$250.00		

Analysis fees not specified herein will be provided by commercial laboratory at contracted cost

LABORATORY/COMPOSITE SAMPLING CHARGES

Parameter	Cost/Analysis	Parameter	Cost/Analysis
Thermometer Certification (NIST)	\$25.00	Annual Curve—Spec Parameter	\$100.00

Sampling Cost per day for sites requiring City provided flow proportional sampler \$75.00

Sampling Cost per day for sites with customer provided flow proportional sampler \$50.00

HAULED WASTEWATER CHARGE

Parameter	Cost/Analysis	Parameter	Cost/Analysis
Any tanker truck size up to 2,500 gallons/load (excludes Recreational Vehicles)	\$125.00	Recreational Vehicle Tank	\$10.00

INDUSTRIAL SURCHARGES

All industrial users of the POTW are subject to industrial waste surcharges on discharges, which exceed the following levels:

Parameter	First Limit	Charges per Pounds In Excess
BOD	300 mg/l	\$0.16
COD	750 mg/l	\$0.08
TSS	300 mg/l	\$0.48
TKN	45 mg/l	\$1.65

Section 8: The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. He/she may transfer between line-item expenditures within a department without limitation and without a report being required.
- b. He/she may transfer amounts between departments, within the same fund. He/she must make an official report on such transfers more than \$5,000 at the next regular meeting of the Governing Board.
- c. He/she may not transfer any amounts between funds, except as approved by the Governing Board in the Budget Ordinance as amended.

Section 9: The Budget Officer may make cash advances between funds for periods not to exceed 60 days without reporting to the Governing Board.

Section 10: Copies of this Budget Ordinance shall be furnished to the City Clerk, to the Governing Board and to the Budget Officer and Finance Director to be kept on file by them for their direction in the disbursement of funds. A copy will also be available at the City of Asheboro website: www.asheboronc.gov.

TOTAL GROSS BUDGET	\$71,471,388
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Adopted this the 27th day of June 2024.

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

ATTEST:

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

There being no further business, Council Member Bell moved, and Council Member Burks seconded the motion to adjourn the meeting. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

The meeting was adjourned at 6:31 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**Resolution Sealing the General Account of a
Closed Session Held on May 2, 2024**

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

WHEREAS, pursuant to Section 143-318.11(a)(3) of the North Carolina General Statutes, the city council, upon unanimous adoption of a properly made and seconded motion, went into closed session on May 2, 2024, to discuss with the city attorney a matter that falls within the scope of the attorney-client privilege; and

WHEREAS, the purpose for going into closed session on May 2, 2024, would be frustrated if the general account of the closed session were to be made available for public inspection at this time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the general account of the closed session conducted on May 2, 2024, is hereby sealed and will remain sealed so long as public inspection of this record would frustrate the purpose of the closed session; and

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

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on July 11, 2024.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on May 6, 2024

178

The Asheboro ABC Board met on Monday, May 6, 2024, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC. Present at the meeting were Chairman Steve Knight, Board Member Bob Morrison, Board Member Curtis Shipley, and General Manager Rodney Johnson (GM). A quorum being present, the Chair called the meeting to order for the transaction of business and business transacted as follows:

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

Harris Mason attended the Board meeting.

Board Minutes from the April 1, 2024, meeting were reviewed and approved by the Board.

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

The GM will contact Frank Edmondson and discuss the site plan for the property located at North Fayetteville and Pineview streets and report back to the Board at the June meeting.

The Board discussed moving the monthly meeting day from the first Monday of the month to the first Tuesday of the month. Each Board member will review the calendar for the next fiscal year and decide meeting dates at the June meeting.


The Board heard reports from the General Manager concerning the following issues:

1. Asheboro ABC sales statistics comparing:

- May 2024 sales with the previous month indicate:
 - An overall +12.3% change (all sales and tax collections)
- May 2024 sales with sales from the same month last year indicate:
 - Retail Sales +3.5%
 - Mixed Beverage Sales: +32.5%
 - Sales Tax Collections: +3.5%
 - Overall Collections: +7.29%
- May 2024 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +6.2%
 - Mixed Beverage Bottle Sales: +35.2%
 - Overall Bottle Sales: +8.3%

The next regular Asheboro ABC Board meeting will be held Monday, June 3, 2024, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 6-3-24 
GM

Stephen R Knight
June 3, 2024

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on June 3, 2024

199

The Asheboro ABC Board met on Monday, June 3, 2024, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC. Present at the meeting were Chairman Steve Knight, Board Member Curtis Shipley, and General Manager Rodney Johnson (GM). Board Member Bob Morrison attended by phone. A quorum being present, the Chair called the meeting to order for the transaction of business and business transacted as follows:

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

Board Minutes from the May 6, 2024, meeting were reviewed and approved by the Board.

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

The GM reported talking with Frank Edmundson about his property located at North Fayetteville and Pineview Streets. Edmundson advised he had some additional work to do on the property before anything could move forward.

The policy used by the ABC Commission to decide who gets certain hard-to-get products was discussed by the Board. The issue will be further discussed at the June 25 meeting.

Budget Hearing (18B-702): Board members acknowledged receipt of the Budget Message and Proposed Budget for Fiscal Year 2024-2025. The GM confirmed public notice of the Board's June 3, 2024, budget hearing was submitted to the media as required by 18B-702(e). No members of the public attended the Budget Hearing.

The Board reviewed the Proposed Budget for Fiscal Year 2024-2025. Contributions to the City of Asheboro will continue at \$20,000 per month with additional distributions as excess capital permits. The budget includes a 5% maximum merit raise based on employee performance. The need for additional benefits in the future was discussed in order to both retain current employees and compete with other employers when seeking new hires. Upon motion by Curtis Shipley, the Board approved the budget (a copy of which is attached hereto and incorporated herein by reference as Asheboro ABC Board Budget for Fiscal Year 2024-2025).

The Board discussed and approved moving the monthly meeting day from the first Monday of the month to the first Tuesday of the month and set a meeting schedule for the coming year.

After review of current Board finances, the Chair moved to disburse an additional \$500,000 in excess capital to the City of Asheboro. The motion was approved by the Board.

The Board heard reports from the General Manager concerning the following issues:

1. Asheboro ABC sales statistics comparing:

- May 2024 sales with the previous month indicate:
 - An overall +12.3% change (all sales and tax collections)
- May 2024 sales with sales from the same month last year indicate:
 - Retail Sales +3.5%
 - Mixed Beverage Sales: +32.5%
 - Sales Tax Collections: +3.5%
 - Overall Collections: +7.29%
- May 2024 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +6.2%
 - Mixed Beverage Bottle Sales: +35.2%
 - Overall Bottle Sales: +8.3%

The next regular Asheboro ABC Board meeting will be held Monday, June 25, 2024, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 6-25-24



Stephen R Knight
Rodney S Johnson

ASHEBORO ABC BOARD
Budget for Fiscal Year 2024-2025

Sales		6,154,250.00
Other Income		-
	Gross Sales	6,154,250.00
Less Taxes		1,415,477.50
	Net Sales	4,738,772.50
Less Cost of Sales		3,222,365.30
	Gross Profit	1,516,407.20
Less		
Salaries, benefits and fees		476,700.00
Payroll taxes		38,136.00
Rent		64,800.00
Repairs and maintenance		10,500.00
Utilities		15,550.00
Insurance - general and bonds		19,000.00
Supplies and janitorial		26,000.00
Travel and training		2,600.00
Professional services		15,000.00
Dues and subscriptions		650.00
Bank fees and charges		73,700.00
Miscellaneous & Contingencies		2,500.00
	Total Operating Expenses	745,136.00
	Operating Income	771,271.20
Less:		
<u>Capital Expenditures</u>	Capital Improvements	-
		-
Net Income before Distributions		771,271.20
Less:		
<u>Distributions</u>		
Law Enforcement		38,563.56
Alcohol Education and Rehab		53,988.98
City of Asheboro General Fund		588,718.66
	Total Distributions	681,271.20
Net Income after Distributions		90,000.00
Less:		
Retained Working Capital (Future Facility Fund)		40,000.00
Retained for Capital Improvements		50,000.00
	Total Retained	90,000.00
Net Income		-

Approved by the Asheboro ABC Board this 3rd day of June 2024.



Rodney E. Johnson, General Manager

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF ASHEBORO TO PURCHASE MUNICIPAL VEHICLES AND EQUIPMENT AND TO REIMBURSE THE WATER AND SEWER FUND AND THE GENERAL FUND WITH INSTALLMENT FINANCING PROCEEDS

WHEREAS, in order to maintain a satisfactory level of municipal services, the Asheboro City Council has adopted a budget ordinance for fiscal year 2024-2025 that allocates funding for the acquisition of vehicles and equipment deemed essential for maintaining uninterrupted high-quality municipal services; and

WHEREAS, the following appropriations have been made for the acquisition of vehicles and equipment by city departments that receive their funding from the City of Asheboro Water and Sewer Fund:

1. \$42,000.00 has been budgeted for vehicle and equipment acquisition by the meter department;
2. \$75,000.00 has been budgeted for vehicle and equipment acquisition by the systems maintenance department;
3. \$40,000.00 has been budgeted for vehicle and equipment acquisition by the technical services department;
4. \$42,000.00 has been budgeted for vehicle and equipment acquisition by the water treatment plant department;
5. \$121,000.00 has been budgeted for vehicle and equipment acquisition by the wastewater maintenance department;
6. \$228,000.00 has been budgeted for vehicle and equipment acquisition by the wastewater treatment plant department; and

WHEREAS, the following appropriations have been made for the acquisition of vehicles and equipment by city departments that receive their funding from the City of Asheboro General Fund:

1. \$42,000.00 has been budgeted for vehicle and equipment acquisition by the building inspections department;
2. \$435,000.00 has been budgeted for vehicle and equipment acquisition by the environmental services department;
3. \$120,000.00 has been budgeted for vehicle and equipment acquisition by the facility maintenance department;
4. \$50,000.00 has been budgeted for vehicle and equipment acquisition by the fire and rescue department;
5. \$84,000.00 has been budgeted for vehicle and equipment acquisition by the operations department;
6. \$520,608.00 has been budgeted for vehicle and equipment acquisition by the police department;
7. \$193,000.00 has been budgeted for vehicle and equipment acquisition by the street maintenance department; and

WHEREAS, the budgeted amount for the above-described acquisition of vehicles and equipment needed for the listed city departments funded out of (a) the Water and Sewer Fund (\$548,000.00) and (b) the General Fund (\$1,444,608.00) to deliver essential municipal services totals \$1,992,608.00; and

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

WHEREAS, in order to provide uninterrupted high-quality municipal services, the above-referenced vehicles and equipment will be purchased and placed into service as soon as possible with available funds in the Water and Sewer Fund and in the General Fund; and

WHEREAS, the Asheboro City Council has decided that the above-stated expenditures are to be reimbursed to the Water and Sewer Fund and the General Fund during the current fiscal year with proceeds from an installment financing agreement that will create security interests in the above-referenced municipal vehicles and equipment acquired by the city during its 2024-2025 fiscal year; and

WHEREAS, more favorable financing terms can be obtained if the city takes the steps necessary to allow the lending institution from which financing is ultimately

obtained to exclude the interest paid or payable under an installment financing agreement with the city from the gross income of the lending institution; and

WHEREAS, in accordance with the applicable treasury regulations, one of the steps necessary to avoid jeopardizing the ability of a lender to exclude from its gross income the interest paid or payable under an installment financing agreement is for the city to declare its official intent to reimburse the Water and Sewer Fund and the General Fund for the expenditures used to purchase the needed vehicles and equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, consistent with the city's budget ordinance for fiscal year 2024-2025, as amended, and with the explicit intent of seeking reimbursement for the expenditures from installment financing proceeds, a maximum of \$1,992,608.00 may be expended from the Water and Sewer Fund (a total of \$548,000.00 from the Water and Sewer Fund) and from the General Fund (a total of \$1,444,608.00 from the General Fund) for the above-described acquisition of municipal vehicles and equipment prior to the execution of any installment financing agreement; and

BE IT FURTHER RESOLVED that the City Council of the City of Asheboro does hereby formally and explicitly declare the official intent of the City of Asheboro to fully reimburse, with loan proceeds from an installment financing agreement that is to be executed prior to the end of the 2024-2025 fiscal year, any and all expenditures from the Water and Sewer Fund and the General Fund during the current fiscal year for the above-referenced vehicle and equipment acquisitions that are necessary to the provision of essential municipal services.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on July 11, 2024.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

**ORDINANCE TO AMEND
STATE CAPITAL INFRASTRUCTURE GRANT FUND
FY 2024-2025**

WHEREAS, on December 5, 2023, the NC Office of State Budget and Management (OSBM) notified the City of Asheboro received one directed grant from the state for fiscal year 2023-2024 for the purpose of capital improvements or equipment.

WHEREAS, the grant funding source at the State level is from the Regional Economic Development Reserve and the amount is \$2,500,000.

WHEREAS, the scope of work written allowed these funds to be used for either / or / both the Zoo City Sportsplex Fund Project and the McCrary Ballfield Improvements Fund Project.

WHEREAS, the City of Asheboro received in June 2024 change orders in the amount of \$755,533.71 for the Zoo City Sportsplex Fund from contractor Terry’s Plumbing and Utilities.

WHEREAS, newly recognized donations for the McCrary Ballpark Improvement Fund demonstrate less of a need for the grant funds in that project at this time.

WHEREAS, the City of Asheboro has already transferred \$619,644 of these grant funds to the Zoo City Sportsplex Fund and wishes to allocate additional funding in the amount of \$755,534 to be transferred to the Zoo City Sportsplex Fund for the new costs reflected in the recently received change orders.

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

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

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

That the following expense line items be decreased / increased:

<u>Line Item</u>	<u>Description</u>	<u>(Decrease)</u> <u>Increase</u>
67-000-500.0000-67	Capital Improvements 23-24 – Unassigned	(755,534)
67-000-500.0001-67	Zoo City Sportsplex	755,534
		0
		Total Change

Adopted this the 11th day of July 2024.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

**ORDINANCE TO AMEND
THE ZOO CITY SPORTSPLEX FUND
FY 2024-2025**

WHEREAS, a naming rights agreement for the Zoo City Sportsplex (ZCSP) was executed with Cone Health in May 2024.

WHEREAS, the City of Asheboro wishes to change the project name from Zoo City Sportsplex Fund to Cone Health Zoo City Sportsplex Fund.

WHEREAS, when the community fundraising campaign for ZCSP was started more than 5 years ago, the City of Asheboro partnered with the North Carolina Community Foundation to receive donations and send donors tax documents.

WHEREAS, with the completion of the fundraising campaign, the North Carolina Community Foundation has closed the donor account and sent the City of Asheboro \$185,336.87 from the community foundation representing personal donations received by their organization.

WHEREAS, The City of Asheboro wishes to recognize these funds as donations in the ZCSP fund.

WHEREAS, the City of Asheboro wishes to allocate funding for new change order (12, 13, 14) in the amount of \$755,534 between the City of Asheboro and Terry’s Plumbing and Utilities.

WHEREAS, the Zoo City Sportsplex fund needs to be amended to recognize changes in revenue and expenses that have changed since the budget was last adopted.

WHEREAS, the City Council of the City of Asheboro desires to be in compliance with all generally accepted accounting principles to incorporate new expenditures outline above, and

THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina that name of the project fund will reflect Cone Health and the following revenue and expense line items are changed as follows:

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

<u>Account #</u>	<u>Revenue Description</u>	<u>Increase</u>
74-000-381.0000-74	SCIF Grant 23-24	\$755,534
74-000-371.0000-74	Donations	185,337
		940,871

Section 2: That the following expense line items be increased

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
74-000-400.9001-74	Construction	\$755,534
74-000-930.1000-74	Transfer to General Fund	185,337
		940,871

ORDINANCE TO AMEND
THE ZOO CITY SPORTSPLEX FUND
FY 2024-2025

Adopted this 11th day of July 2024.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

SUBRECIPIENT AGREEMENT BETWEEN
City of Asheboro
AND
Wainman Homes, Inc
FOR THE
Community Development Block Grant Neighborhood Revitalization
(CDBG-NR) Program

THIS AGREEMENT, is entered this _____ day of _____, 2024 by and between the CDBG-NR City of Asheboro (herein called “City”) and Wainman Homes, Inc. (herein called “Subrecipient”).

WHEREAS, the City has applied for and has been awarded funds from the Rural Economic Development Division (REDD) of the North Carolina Department of Commerce, for a U. S. Department of Housing and Urban Development (HUD) Community Development Block Grant Neighborhood Revitalization grant, which is referred to herein as “CDBG-NR”; and

WHEREAS, the City wishes to engage the Subrecipient to assist the City in using a portion of the CDBG award in accordance with applicable notices, regulations and guidance from REDD and HUD;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

Subrecipient will be responsible for carrying out CDBG activities in a manner satisfactory to the City and consistent with all standards required as a condition of providing these funds. Program activities will include the following uses and corresponding activities eligible under CDBG:

A. Subrecipient Responsibilities

1. Subrecipient will carry out this project in accordance with the policies, procedures and other provisions of the CDBG Program.
2. This program activity shall include the rehabilitation of an existing residential property that is in accordance with the definitions and requirements of the CDBG program, to the extent that these activities are incorporated in this Section I and in Exhibit B.

3. Subrecipient is responsible for providing the deliverables that are described in Exhibit A, within the time periods and for the approximate average budget amounts described herein. The total use of CDBG funds provided under this Agreement may not exceed the total amount of CDBG funds indicated in Section II(A) below. In addition, the subrecipient will meet the program deadlines as detailed in the Grant Agreement between the City of Asheboro and REDD as shown in Exhibit C.
4. Subrecipient's expenditures for program delivery will be limited as follows, unless changes to the limits are agreed to in writing by the City and Subrecipient for a particular property:
 - a. Minimum number of multifamily units to be rehabilitated and operated under the program: 50.
 - b. Eligible property: Subrecipient will use funds only to rehabilitate the property at 945 South Church Street, Asheboro, NC, as defined in the CDBG program guidelines.
 - c. Subrecipient confirms that the project meets the CDBG National Objective: benefit low- and moderate- income persons. Subrecipient must ensure that the project satisfies 24 CFR 570.208(1)(3). All occupants will be seniors with incomes less than 80% Area Median Income.

B. City of Asheboro Responsibilities

City is responsible for the following tasks and deliverables.

1. Completing environmental review and receiving an environmental clearance.
2. Managing all draws of CDBG funds from REDD and paying valid and properly documented draw requests from Subrecipient.
3. Reporting to REDD using, in part, data provided by Subrecipient.
4. Monitoring all program activities of Subrecipient to assure compliance with the terms of this Agreement, including all CDBG requirements.

5. Processing requests for disbursements of CDBG funds in a timely manner; City will clearly and promptly describe any deficiencies identified by City that prevent a disbursement or portion of a disbursement from being approved. Upon the request of Subrecipient, City must promptly itemize and describe such deficiencies in writing.
6. City must comply with the CDBG performance reporting requirements and with any additional reporting requirements announced by REDD and HUD at any time during the duration of this agreement.

C. Income Eligibility Requirements

All units shall follow all required program tenant income and rental requirements pursuant to 42 U.S.C 5301, et seq., the CDBG HUD Program Requirements as may be amended from time to time, as well as requirements that may be required by the North Carolina Housing Finance Agency and the provisions of 26 U.S.C. Section 42 regarding Low Income Housing Tax Credits. The project will follow the rent distribution outlined in the application documents:

Number of Units	Type of Unit	Percentage of AMI
50	1 Bd Rm	80%

D. Subrecipient Staffing

The names and roles of Subrecipient’s key personnel (staff or contractors) executing the project are as follows:

Chief Executive: Robert P. Lawler, Jr., Executive Director, Asheboro Housing Authority

CDBG Project Manager: Michael Blair, Community Development Director, Piedmont Regional Council of Governments

Construction Manager: David W. Stogner AIA, Senior Project Manager

Property manager: Stephanie Albright, Asheboro Housing Authority

Financial staff person responsible for approving submission of CDBG payment requests: Claudette Chevannes, Asheboro Housing Authority

Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the City.

E. Performance Monitoring

The City will monitor the performance of the Subrecipient based on goals and performance standards as stated above along with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If corrective action is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated. Subrecipient agrees to provide REDD, the HUD Office of CDBG Inspector General, the General Accounting Office, the City, or the City’s internal auditor(s) access to all records related to performance of activities in this agreement.

F. Progress Reports and Other Reports

Subrecipient hereby agrees to provide in a timely manner all necessary progress reports and other reports required by City on forms to be provided by City.

II. TIME OF PERFORMANCE

A. Start and Completion Dates

Services of the Subrecipient shall start on the _____ day of _____, 2024 and end on the 12th day of December 2026 with all CDBG funds allocated having been expended, unless City at its sole discretion approves a later completion date.

The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient is responsible for CDBG reporting or compliance measures or remains in control of CDBG funds or other CDBG assets, including program income.

B. CDBG Funds Obligation Deadline

Subrecipient must obligate the “total CDBG funding” amount in Section III (A) herein by September 28, 2026. To obligate funds, subrecipient must follow these procedures:

1. Funds for rehabilitation are obligated by completing a detailed set of plans and specifications (or work write-up) and completing a detailed construction/rehabilitation cost estimate based upon those specifications. Such cost estimate may include a contingency for construction change orders of up to 10% for rehabilitation.

2. Subrecipient must report fund obligations on a monthly basis or when requests for reimbursements are made, whichever occurs sooner.

III. BUDGET

A. Program Budget

The total amount of CDBG funding allocated to Subrecipient is \$950,000.

B. Additional Budget Details

A detailed project budget and cash flow projections are included in Exhibit A. In addition, the City may require more detailed or different budget breakdowns than the one contained herein and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City.

C. Recapture and Reallocation of Subrecipient's Allocation of CDBG Funds

If Subrecipient fails to expend CDBG funds as indicated with regard to the goals and delivery schedule in Exhibit A, City at its sole discretion may recapture a portion or all of the Subrecipient's total CDBG funding allocation. The portion recaptured will be equal to City's estimate of the amount of CDBG funds that would remain CDBG by the spending deadlines described herein, based on Subrecipient's activities to date and capacity to complete the work.

In addition, the amount of Subrecipient's CDBG funding allocation that is not obligated or expended by the obligation deadline in Section II.B. herein will be recaptured immediately unless City grants a brief extension of the deadline in writing based on extenuating circumstances and compelling evidence that obligations will be completed during the extended period.

IV. PAYMENT

It is expressly agreed and understood that the total amount of CDBG funds to be paid by the City to the Subrecipient under this Agreement shall not exceed the amount described in Section III.A. herein plus additional amounts allocated, if any. Requests for the payment of eligible expenses shall be associated with the budget line items in Exhibit A and in accordance with performance.

Loan Terms

- (a) These CDBG funds shall be disbursed to the Subrecipient in the form of a forgivable loan (the "Loan") from the City to Wainman Homes, Inc.
- (b) The Loan shall be evidenced by a Promissory Note, Deed Restrictions, and a deed of Trust further securing the Loan. So long as Subrecipient complies with the terms and conditions of the Note and this Subrecipient Agreement, the outstanding principal balance of this Note shall be forgiven at 20% of that balance per year for a period of five (5) years, with a final maturity date of on _____, 2029, five years after the date of the final disbursement. However, if Borrower does not comply with the terms and conditions of this Subrecipient Agreement, including timely construction and rehabilitation of the Property, such failure shall constitute a default under the Loan, in which case the entire Loan amount shall become immediately due and payable.
- (c) No payments shall be due to the City during the five year term. The Loan shall charge interest at a rate of 0%.

V. NOTICES

City of Asheboro
City

Wainman Homes, Inc.
Subrecipient

Trevor Nuttall
Community Development Division Director
146 N. Church Street
P.O. Box 1106
Asheboro, NC 27204
Phone (336) 626-1201

Robert Lawler
Executive Director
338 W. Wainman Avenue
PO Box 609
Asheboro, NC 27204
Phone (336) 629-4146

Copy:

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice sent as aforesaid shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

John N. Ogburn
City Manager
146 N. Church St
PO Box 1106
Asheboro, NC 27204
Phone (336) 626-1201

Robert Lawler
Executive Director
338 W. Wainman Avenue
PO Box 609
Asheboro, NC 27204
Phone (336) 629-4146

Copy: City Attorney

Copy: Ellinger & Carr, PLLC

VI. ENTIRE AGREEMENT

This agreement between the City and the Subrecipient for the use of funds eligible for receipt supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement. By way of signing this agreement, the Subrecipient is bound to perform the agreements within this agreement or any REDD approved amendment thereof. Any amendment to this agreement must receive prior approval by REDD.

Additional requirements associated with this agreement are described in Exhibit B.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Asheboro

Wainman Homes, Inc.

By: _____
David H. Smith, Mayor

By _____
Robert Lawler, Executive Director

Attest: _____
Holly H. Doerr, City Clerk

Attest:

Exhibit A: Detailed Budget

Uses		Sources	
Subtotal Interior	283,500	CDBG-NR Loan	855,000
Subtotal Exterior	476,600	Reserves	224,342
Sub Total Const.	760,100		
Contractor	109,780		
Architect	114,015		
Contingency	53,207		
Grand Total	1,079,342	Grand Total	1,079,342

CASPN Homes - Renovation Cost Estimates:

Work Item	Quantity	Notes	Cost	Subtotal
Interior Construction				
Painting Common Space	Lump Sum			\$15,000.00
Replace Toilets	50	W/Water Conserving Units	350.00	\$17,500.00
Replace Smoke Detectors	50		120.00	\$6,000.00
Replace Flooring	Lump Sum	Halls & Common Spaces		\$65,000.00
Dry Wall & Ceiling Repairs	Lump Sum			\$85,000.00
Plumbing	50	W/Water Conserving Units	700	\$35,000.00
Mechanical	Lump Sum			\$35,000.00
Electrical	Lump Sum			\$25,000.00
Subtotal Interior				\$283,500.00
Exterior				
Clean & Seal Wood Decks	50		1,200.00	\$60,000.00
Replace HVAC	44		6,400.00	\$281,600.00
Vinal Windows & Siding Repair	Lump Sum			\$75,000.00
Parking Lot and Driveway	Lump Sum	Asphalt Repair		\$50,000.00
Landscaping & Erosion Control	Lump Sum			\$10,000.00
Subtotal Exterior				\$760,100
Subtotal Construction Cost				\$706,100.00
General Contractor		20% Construction		\$152,020.00
Architecture		15% Construction		\$114,000.00
Const. Contingency Allowance		7% Construction		\$53,207.00
Grand Project Total				\$1,079,000.00

Exhibit B: Additional Requirements

I. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with all CDBG requirements, including those found in the CDBG Grant Agreement, HERA, the Recovery Act of 2009, and the requirements applicable to entitlement communities under CDBG regulations. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further acknowledges its responsibility for adherence to all applicable terms and conditions of this grant award by sub-recipient entities and contractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement. The Workers’ Compensation Insurance shall meet the statutory requirements for North Carolina.

D. Insurance & Bonding

COVERAGE

MINIMUM LIMITS

Employers' Liability	\$500,000
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence/\$2,000,000 aggregate

1. In General. The Subrecipient, at his sole expense, shall purchase and maintain in full force and effect during the term of this Agreement and any renewals thereafter, policies of insurance as provided in this section naming City as co-insured on all such policies. Subrecipient shall furnish to City binders or policies showing the insurance in force as the time of commencement of the present term.

2. Liability Insurance. Subrecipient shall purchase and maintain in full force general liability insurance in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. This insurance shall be written with an acceptable company authorized to do business in the State of North Carolina and are regulated by 24 CFR 965.205. Said insurance shall be taken out prior to beginning any operation and shall be kept in effect until all operations have been successfully terminated. Copies, or the originals as the case may be, shall be furnished to City and shall be approved by City before Subrecipient begins performance under this agreement. Subrecipient shall designate City as an additional insured on all such policies and such policies shall provide for thirty (30) days written notice of cancellation to the City. Further, Subrecipient shall provide City with additional insured endorsement page from each policy in a form acceptable to City. City reserves the right to approve or reject any deductible amounts in the required coverage, Subrecipient shall provide at least ten (10) days prior notice to the City before any termination or reduction in coverage. Liability insurance may be obtained through a separate policy or through the required policies described in subsection (c) below.

3. Property/Casualty and Builder's Risk Insurance. Prior to taking title to any CDBG-assisted property, Subrecipient will obtain a property and casualty or builder's risk insurance policy that insures the property for losses up to the amount of estimated replacement costs, which may not be less than the estimated amount of investment in the property as described in the Project Budget. If the Project Budget is increased, the amount of coverage must be increased accordingly. If Subrecipient cannot obtain insurance coverage in the total amount of investment in the property after making best efforts, City at its sole discretion may give written approval of a lesser amount of coverage. Subrecipient shall designate City an additional insured on all such policies and such policies shall provide for thirty (30) days written notice of cancellation to City. Further,

Subrecipient shall provide City with additional insured endorsement page from each policy in a form acceptable to City. City reserves the right to approve or reject any deductible amounts in the required coverage, Subrecipient shall provide at least ten (10) days prior notice to the City before any termination or reduction in coverage.

Subrecipient alone shall be responsible for investigation and payment of claims not covered by insurance. City shall not in any way be responsible for payment of any claims determined to be Subrecipient's responsibility under this Agreement.

E. Suspension or Termination

In accordance with 24 CFR 85.43 or 84.62, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the statutes, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by mutual agreement between the City and the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety. Such a termination shall only be carried out with the explicit written approval from HUD.

F. Indemnification

To the maximum extent allowed by law, the Subrecipient shall save harmless the City of Asheboro, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Agreement as a result of the acts or omissions of the Subrecipient, its employees or agents or anyone directly or

indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused by the negligence of the City of Asheboro its agents, officers, or employees. Nothing in this section shall affect any warranties in favor of the City of Asheboro that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other provisions that may be in this Agreement. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Subrecipient under this Agreement.

II. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 85.20-26 for other governmental entities and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-87, "Cost Principles for State, Local and Indian Tribal Governments," A122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service or benefit provided. Such information shall be made available upon request to City monitors or their designees for review.

2. Records to be Maintained

The Subrecipient shall maintain all records required by Federal regulations specified in 24 CFR 570.506. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken benefits low-, moderate-, or middle-income persons.
- c. Records required to determine the eligibility of activities and the eligibility of property assisted;
- d. Records required to document the sources and uses of funds for the entire activity;
- e. Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG program, including but not limited to the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program;
- f. Records documenting efforts to ensure that the occupant in the property has complied with the tenant protection requirements.
- g. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21?28 ;
and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date that the City submits its first quarterly performance report to HUD via DRGR. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the City shall not end until the US Department of Housing and Urban Development completes all close-out requirements for the CDBG grant. Activities during this close-out period shall include, but are not limited to: making final payments; disposing of program assets (including the return of all unused materials, equipment, CDBG cash advances, program income balances, and accounts receivable to the City; and determining the custodianship of records. However, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Records

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, REDD, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments or termination of this agreement. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Indirect Costs

Direct and indirect costs of staff cannot be charged by Subrecipient. Subrecipient will be reimbursed for internal costs through a subrecipient fee as specified in this Agreement.

2. Payment Procedures

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible CDBG related expenses actually incurred by the Subrecipient, and will not exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

Subrecipient agrees to submit requests for payment in a timely manner in the form and at the times directed by the City.

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the City in the form, content, and frequency as required by the City.

D. Procurement

1. Program Income

The Subrecipient shall report no less frequently than monthly all program income generated by activities carried out with CDBG funds made available under this contract. The Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period or as otherwise specified by the City.

2. Compliance

The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all nonexpendable

personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) not otherwise disposed of in the closeout agreement shall revert to the City upon termination of this Agreement.

3. OMB Standards

Unless otherwise specified within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40.

III. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24; 24 CFR Part 42 – Displacement, Relocation Assistance and Real Property Acquisition for HUD and HUD Assisted Programs; and 24 CFR 570.606 – Displacement, relocation acquisition, and replacement of housing. The Subrecipient shall provide appropriate relocation assistance (URA or section 104(d)) to eligible displaced persons as defined by applicable HUD and/or URA regulations that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for an CDBG-assisted project. The Subrecipient also agrees to comply with applicable City or local ordinances, resolutions and policies concerning the displacement of persons.

The Subrecipient will use CDBG funds to demolish major structures or convert units from nonresidential uses only with the prior written permission of City. Permission for demolition of minor structures such as porches, sheds and garages shall be deemed to have been granted when City approves the plans and specifications (which may also be called work write-ups) for a particular property that Subrecipient is assisting with CDBG funds.

IV. TENANT PROTECTION REQUIREMENTS

The Subrecipient agrees to comply with the Recovery Act provisions concerning tenant protections applicable to CDBG acquisitions of foreclosed property. The Subrecipient must document its efforts to ensure that the initial successor in interest (ISII) in a foreclosed upon dwelling or residential real property (typically, the ISII in property acquired through foreclosure is the lender or trustee for holders of obligations secured by mortgage liens) has provided bona fide tenants with the notice and other protections outlined in the Recovery Act. The Subrecipient will not use CDBG funds to finance the acquisition of property from any ISII that failed to comply with applicable requirements unless the Subrecipient assumes the obligations of such ISII with

respect to bona fide tenants. If the Subrecipient elects to assume such obligations, it may only do so if the tenant is still occupying the property and will provide any tenant displaced as a result of the CDBG funded acquisition with the assistance outlined in 24 CFR 570.606. If the Subrecipient knows that the ISII did not comply with the CDBG tenant protection requirements and vacated the property contrary to the CDBG requirements, CDBG funds cannot be used to acquire such properties.

V. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with applicable state and local civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, section 104(b) and section 109 of Title I of the Housing and Community Development Act of 1974 as amended (the HCDA), section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in section 109 of the HCDA are still applicable.

3. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to the City's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group Subrecipients or women. The Subrecipient may rely on written representations by businesses regarding their status as minority and women-owned business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Subrecipient will include the provisions of the prior Section V A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The

Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's Citys and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's Citys and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with the Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the

metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of leadbased paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City's agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto and HUD; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts over \$100,000 with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, 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 in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Subrecipient of Congress, an officer or employee of Congress, or an employee of a Subrecipient 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 Subrecipient of Congress, an officer or employee of Congress, or an employee of a Subrecipient of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification 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.C. 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 such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that it will comply with 24 CFR 570.200(j) so that funds are not used to support inherently religious activities.

VI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, et seq.;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.487 or 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement

measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted. Documentation shall be retained in the files for compliance to the above statement.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

VII. ENVIRONMENTAL REVIEW

All CDBG assistance is subject to the National Environmental Policy Act of 1969 and related federal environmental authorities and regulations at 24 CFR part 50 or 58.

VIII. REHABILITATION STANDARDS

The Subrecipient will carry out all CDBG-assisted rehabilitation of an abandoned or foreclosed-upon home or residential property in compliance with the rehabilitation standards in the Consortium's CDBG application and in accordance with applicable laws, codes, and other requirements relating to housing safety, quality, and habitability, in order to sell, rent, or redevelop such homes and properties.

IX. TIMELINESS OF USE AND EXPENDITURE OF CDBG FUNDS

The Subrecipient will ensure that CDBG allocated funds are expended within a timely manner in accordance with the schedule in this Agreement.

X. ELIGIBILITY AND ALLOWABLE COSTS

The Subrecipient will ensure and document that its CDBG activities meet eligible use, allowable cost, and eligible activity requirements of CDBG.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

I. WAIVER

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Exhibit B: City of Ashboro and Department of Commerce Grant Agreement



CASPN Funding
Approval 4-2-24.pdf

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION APPROVING LOCAL WATER SUPPLY PLAN

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for the City of Asheboro, has been developed and submitted to the City Council (hereafter referred to as the “Council”) for approval; and

WHEREAS, the Council finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the City of Asheboro, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the Local Water Supply Plan entitled, City of Asheboro Local Water Supply Plan dated 2023 is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the City Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 11th day of July, 2024.

David H. Smith, Mayor

City of Asheboro, North Carolina

ATTEST:

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

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

RICHARD E. ROGERS, JR.
Director



NORTH CAROLINA
Environmental Quality

6/12/2024

Michael Rhoney, Water Resources Director
Asheboro
P.O. Box 1106
Asheboro, NC 27203

Subject: LWSP Meets Minimum Criteria
Asheboro
PWSID 02-76-010
Randolph County

Dear Michael Rhoney,

This letter is to notify you that our staff has reviewed the information contained in the 2023 Local Water Supply Plan (LWSP) update submitted by your office. Since all the required information is complete, the LWSP for Asheboro hereby meets the minimum criteria established in North Carolina General Statute 143-355 (1).

Your water system's 2023 LWSP is now viewable online from the LWSP website found at https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/search.php. The plan has been made available after our best efforts to screen any errors. As a final check, please review and report any mistakes or omissions to the review engineer. Unless notified otherwise, the Division of Water Resources considers your 2023 LWSP complete.

The 2023 LWSP must next be adopted by your water system's governing board; a model LWSP resolution is available online on the right side of the page in the Forms and Docs section at: https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/learn.php. A copy of the signed resolution must be submitted to Linwood Peele, Water Supply Planning Section Supervisor, at the address printed at the bottom of this letter. The LWSP cannot be considered compliant with the requirements of NCGS 143-355(1) until an adopted resolution is received.

Thank you very much for your efforts to provide your customers with a safe and reliable supply of drinking water. We look forward to continuing to work with you in these efforts. Please contact Vardry E. Austin at vardry.austin@deq.nc.gov or (919)707-9002, or Linwood Peele at linwood.peele@deq.nc.gov or (919) 707-9024 if we can be of further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Karen Higgins".

Karen Higgins, Planning Section Chief
Division of Water Resources, NCDEQ



Asheboro

2023 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name: **Asheboro** PWSID: **02-76-010**
Mailing Address: **P.O. Box 1106** Ownership: **Municipality**
Asheboro, NC 27203
Contact Person: **Michael Rhoney** Title: **Water Resources Director**
Phone: **336-626-1201** Cell/Mobile: **336-736-0312**

Complete

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Asbestos Cement	6-12	4.10 %
Cast Iron	3-16	60.50 %
Ductile Iron	3-16	30.00 %
Galvanized Iron	1-2	1.20 %
Other	8-16	0.50 %
Polyvinyl Chloride	1.5-8	3.70 %

What are the estimated total miles of distribution system lines? **244 Miles**

How many feet of distribution lines were replaced during 2023? **695 Feet**

How many feet of new water mains were added during 2023? **3,671 Feet**

How many meters were replaced in 2023? **300**

How old are the oldest meters in this system? **55 Year(s)**

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **277**

What is this system's finished water storage capacity? **6.3600 Million Gallons**

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* **No**

Programs

Does this system have a program to work or flush hydrants? **Yes, Semi-Annually**

Does this system have a valve exercise program? **Yes, 2 Years or More**

Does this system have a cross-connection program? **Yes**

Does this system have a program to replace meters? **Yes**

Does this system have a plumbing retrofit program? **No**

Does this system have an active water conservation public education program? **No**

Does this system have a leak detection program? **No**

Water Conservation

What type of rate structure is used? **Flat/Fixed**

How much reclaimed water does this system use? **0.0000 MGD** For how many connections? **0**

Does this system have an interconnection with another system capable of providing water in an emergency? **No**

We are currently designing a transmission line to connect to PTRWA

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Deep River (02-2)	61 %	Randolph	100 %
Uwharrie River (18-3)	34 %		
Yadkin River (18-1)	5 %		

What was the year-round population served in 2023? **27,472**

Has this system acquired another system since last report? **No**

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	11,860	1.3150	0	0.0000
Commercial	2,005	1.9600	0	0.0000
Industrial	0	0.0000	0	0.0000
Institutional	15	0.1650	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? **0.5550 MGD**

Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	Contract		Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
				MGD	Expiration			
Randleman	02-76-015	0.1110	365	0.1250	2025	Yes	12	Regular
Seagrove	02-76-040	0.1790	365	0.5000	2030	Yes	8;12	Regular

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	4.8190	5.8580	May	4.9170	5.5290	Sep	5.0290	6.3820
Feb	4.5670	5.1830	Jun	5.0750	6.0770	Oct	5.0310	7.4400
Mar	4.8750	5.7140	Jul	5.4810	7.1060	Nov	5.0320	7.4400
Apr	4.8550	5.5810	Aug	5.3760	6.5190	Dec	4.8020	6.1890



Surface Water Sources

Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)	Available Raw Water Supply		Usable On-Stream Raw Water Supply Storage (MG)
		MGD	Days Used		MGD	* Qualifier	
Back Creek	Lake Lucas	4.7450	75	10.1910	12.0000	SY20	1,250.0000
Unknown	Lake McCrary	0.0000	0	0.0000	0.5000	SY20	40.0000
Unknown	Lake Bunch	0.0000	0	0.0000	0.5000	SY20	110.0000
Uwharrie River	Lake Reese	5.0340	290	11.1310	13.5000	SY20	2,400.0000

* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

Surface Water Sources (continued)

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
Back Creek	Lake Lucas	16	Yes	Uwharrie River (18-3)	Randolph		Regular
Unknown	Lake McCrary	1	No	Uwharrie River (18-3)	Randolph		Emergency
Unknown	Lake Bunch	3	No	Uwharrie River (18-3)	Randolph		Emergency
Uwharrie River	Lake Reese	108	Yes	Uwharrie River (18-3)	Randolph		Regular

What is this system's off-stream raw water supply storage capacity? 0 Million gallons

Are surface water sources monitored? Yes, Daily

Are you required to maintain minimum flows downstream of its intake or dam? Yes

Does this system anticipate transferring surface water between river basins? Yes

Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?	Source
W. L. Brown Jr - City of Asheb	12.0000	Yes	Yes	Lakes Lucas, Reese, Bunch

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2023? No

If yes, was any water conservation implemented? No

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2023? No

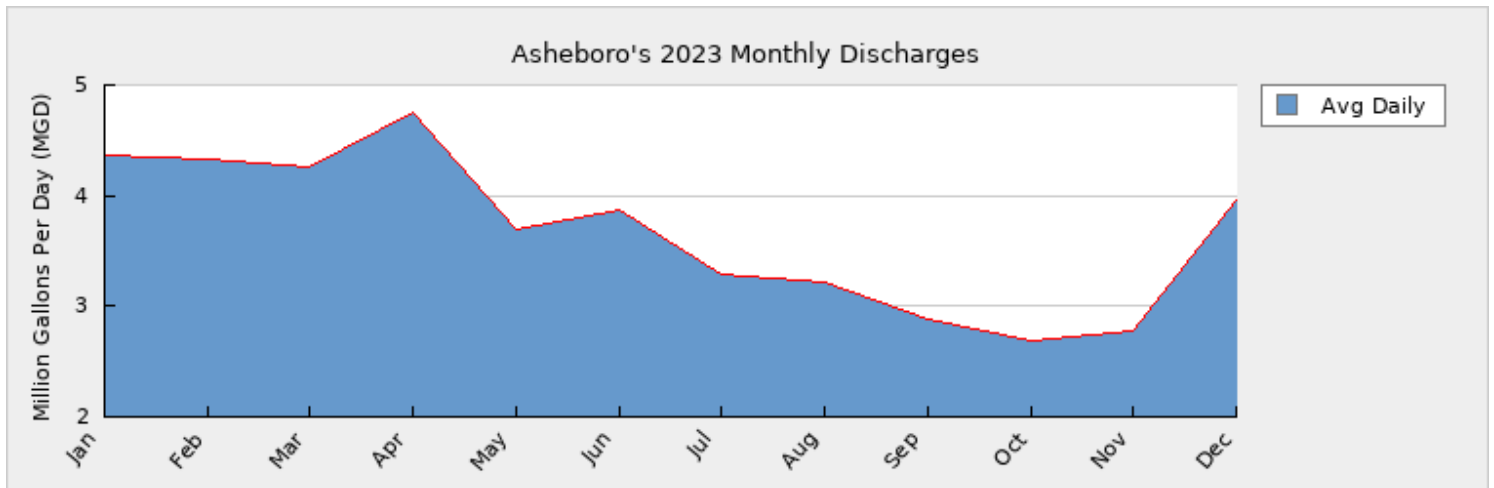
If yes, was any water conservation implemented? No

Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? No

4. Wastewater Information

Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	4.3730	May	3.7010	Sep	2.8760
Feb	4.3310	Jun	3.8650	Oct	2.6860
Mar	4.2650	Jul	3.2800	Nov	2.7850
Apr	4.7450	Aug	3.2210	Dec	3.9580



How many sewer connections does this system have? 11,749

How many water service connections with septic systems does this system have? 1,700

Are there plans to build or expand wastewater treatment facilities in the next 10 years? Yes

Wastewater Permits

Permit Number	Type	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
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NC0026123	WWTP	9.0000	9.0000	3.6690	11.1310	Hasketts Creek	Deep River (02-2)
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Wastewater Interconnections

Water System	PWSID	Type	Average Daily Amount		Contract Maximum (MGD)
			MGD	Days Used	
Randleman	02-76-015	Receiving	0.1307	365	

5. Planning

Projections

	2023	2030	2040	2050	2060	2070
Year-Round Population	27,472	32,000	40,000	45,000	50,000	55,000
Seasonal Population	0	0	0	0	0	0
Residential	1.3150	1.6976	2.1220	2.3872	2.6525	2.9177
Commercial	1.9600	1.9000	3.0000	3.5000	4.0000	5.0000
Industrial	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Institutional	0.1650	0.2000	0.2200	0.2500	0.2800	0.3000
System Process	0.5550	0.5902	0.6519	0.7201	0.7954	0.8787
Unaccounted-for	0.6896	0.8881	1.1935	1.3448	1.4854	1.7410

Projected institutional demand for 2030 was adjusted by moving the decimal point one place to the left.

Future Supply Sources

Source Name	PWSID	Source Type	Additional Supply	Year Online	Year Offline	Type
Piedmont Triad Regional Water Authority	30-76-010	Purchase	1.5000	2026	2056	Regular

Demand v/s Percent of Supply

	2023	2030	2040	2050	2060	2070
Surface Water Supply	25.5000	25.5000	25.5000	25.5000	25.5000	25.5000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		1.5000	1.5000	1.5000	0.0000	0.0000
Total Available Supply (MGD)	25.5000	27.0000	27.0000	27.0000	25.5000	25.5000
Service Area Demand	4.6846	5.2759	7.1874	8.2021	9.2133	10.8374
Sales	0.2900	0.6250	0.6250	0.6250	0.6250	0.6250
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	4.9746	5.9009	7.8124	8.8271	9.8383	11.4624
Demand as Percent of Supply	20%	22%	29%	33%	39%	45%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is **48** gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs?

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

Additional Information

Has this system participated in regional water supply or water use planning? No

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.



RZ-24-09: Request to rezone property located at 337 West Ward Street (Randolph County Parcel Identification Number 7751742316) from I2 General Industrial to M Mercantile zoning.

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
-09

Date 6-3-24 Planning Board

Applicant Dr. Zach Dunbar

Legal Description

The property of Charles Norris Properties, LLC, located at 337 West Ward Street, totaling approximately 0.4 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7751742316.

Requested Action Rezone from I2 General Industrial to M Mercantile

Existing Zone I2

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-24-09**

Date July 11, 2024 City Council

General Information

Applicant Dr. Zach Dunbar
Address 187 Greenforest Drive
City Randleman NC 27317
Phone 336-689-5818
Location 337 West Ward Street

Requested Action Rezone from I2 General Industrial to M Mercantile

Existing Zone I2 **Existing Land Use** Contractor's Office (former)
Size 0.4 acres +/-

Pin # 7751742316

Applicant's Reasons as stated on application

The proposed amendment allows for growth of Randolph County & Asheboro's health care options, while allowing the space to still be very useful if we were to move. According to zoning history on W. Ward St., rezoning 337 W. Ward would continue a trend of rezoning industrial to designations supporting commercial or office use. Again, allowing for the growth of health & wellness in the city. The applicant, being a Randolph native, hopes to bring health and wellness opportunities to the City of Asheboro. He determined 337 W. Ward St. was in the best location to provide those services. So, to promote a healthier and more productive Asheboro, the applicant hopes to rezone d337 W. Ward St. to allow for not only his business to thrive, but the City as a whole.

Surrounding Land Use

North Multi-family and single-family residential **East** Commercial
South Industrial **West** Commercial

Zoning History

Legal Description

The property of Charles Norris Properties, LLC, located at 337 West Ward Street, totaling approximately 0.4 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7751742316.

Analysis

1. The property is located inside the city limits.
2. West Ward Street is a city-maintained, local street containing a mix of residential (single-family and multi-family) and non-residential (commercial, office/medical) uses.
3. The request is for a general district Mercantile (M) rezoning. No specific uses, site plan, or conditions can be considered with this request.
4. The property is located in Tier 3 (Commercial and Employment Center) of the Center City Planning Area. Certain supplemental development standards, pertaining but not limited to permissible off-street parking locations and impervious coverage, apply in Tier 3.
5. The zoning ordinance describes the Mercantile's (M) district intent as *to provide for a greater number of potential business activities than the B1 Zoning District. The Mercantile District is distinguished from the B2 General Commercial District by excluding certain uses permitted in the B2 District that are likely to create the greatest external impact (traffic, noise, lighting, etc.) and by its additional standards that address compatibility with adjoining residential neighborhoods. These districts should be located in nodes along minor thoroughfares or higher classification street.*
6. The Mercantile district specifies a maximum of 6,000 SF for all permitted uses, restricts drive-through services, and prohibits more intensive commercial uses such as bars, rental/sales of motor vehicles, mobile home sales, flea markets, motor vehicle repair and other more intensive commercial uses.
7. According to tax records, the building was constructed in 1960 and contains approximately 2,400 square feet.
8. As is common with many properties of similar age, there are certain nonconforming situations that exist on the property. One such nonconformity is a previously used open storage yard to the side and rear of the structure that may require additional screening if used in the future.

Rezoning Staff Report

RZ Case # RZ-24-09

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 5: Complies with Growth Strategy Map

Checklist Item 7: The proposed rezoning is compatible with the applicable Small Area Plan.

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

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-24-09

LDP Goals/Policies Which Do Not Support Request

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

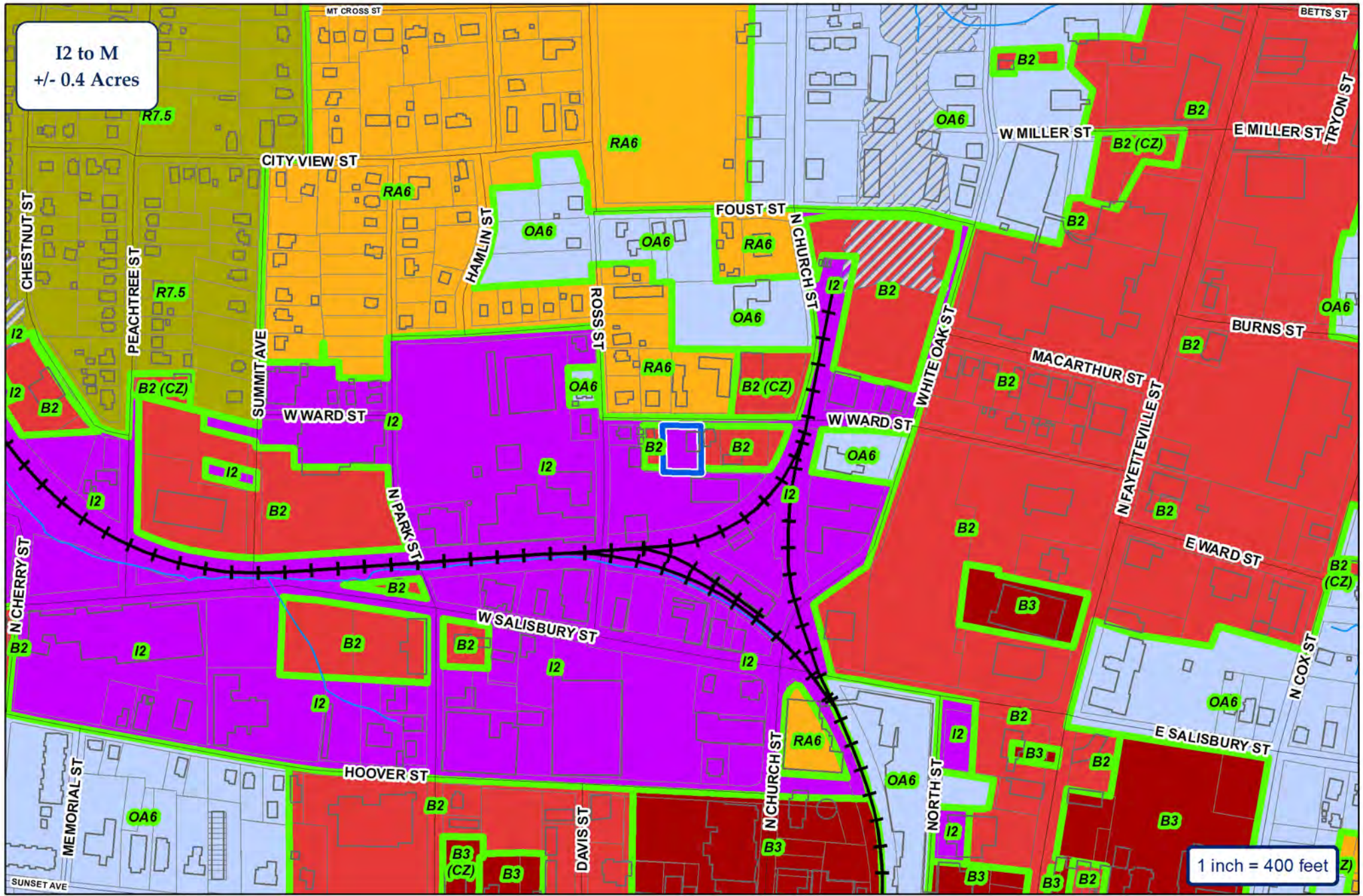
Staff's Final Analysis Concerning Consistency with Adopted Comprehensive Plans, Reasonableness and Public Interest

The Mercantile District customarily warrants frontage on a thoroughfare or roadway classifications higher than W. Ward Street in order to ensure adequate access. However, the subject property is adjacent to more permissive general commercial (B2) zoning as well as a higher intensity general industrial (I2) district, and the parcel and most properties along this section of West Ward Street have been used for commercial activity for decades. The Mercantile (M) district can offer a suitable transition between residential and non-residentially used properties and reduces the potential for land use conflicts in the area.

In addition, the Land Development Plan's Central Small Area Plan and City Activity Center encourage a "mix of commercial, office, institutional, residential, and public open space uses" in the area, and the Mercantile (M) district aligns with the plan's vision.

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

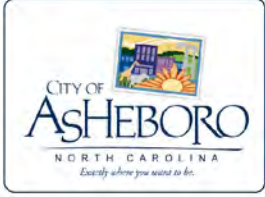
I2 to M
+/- 0.4 Acres



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-09

Parcels: 7751742316

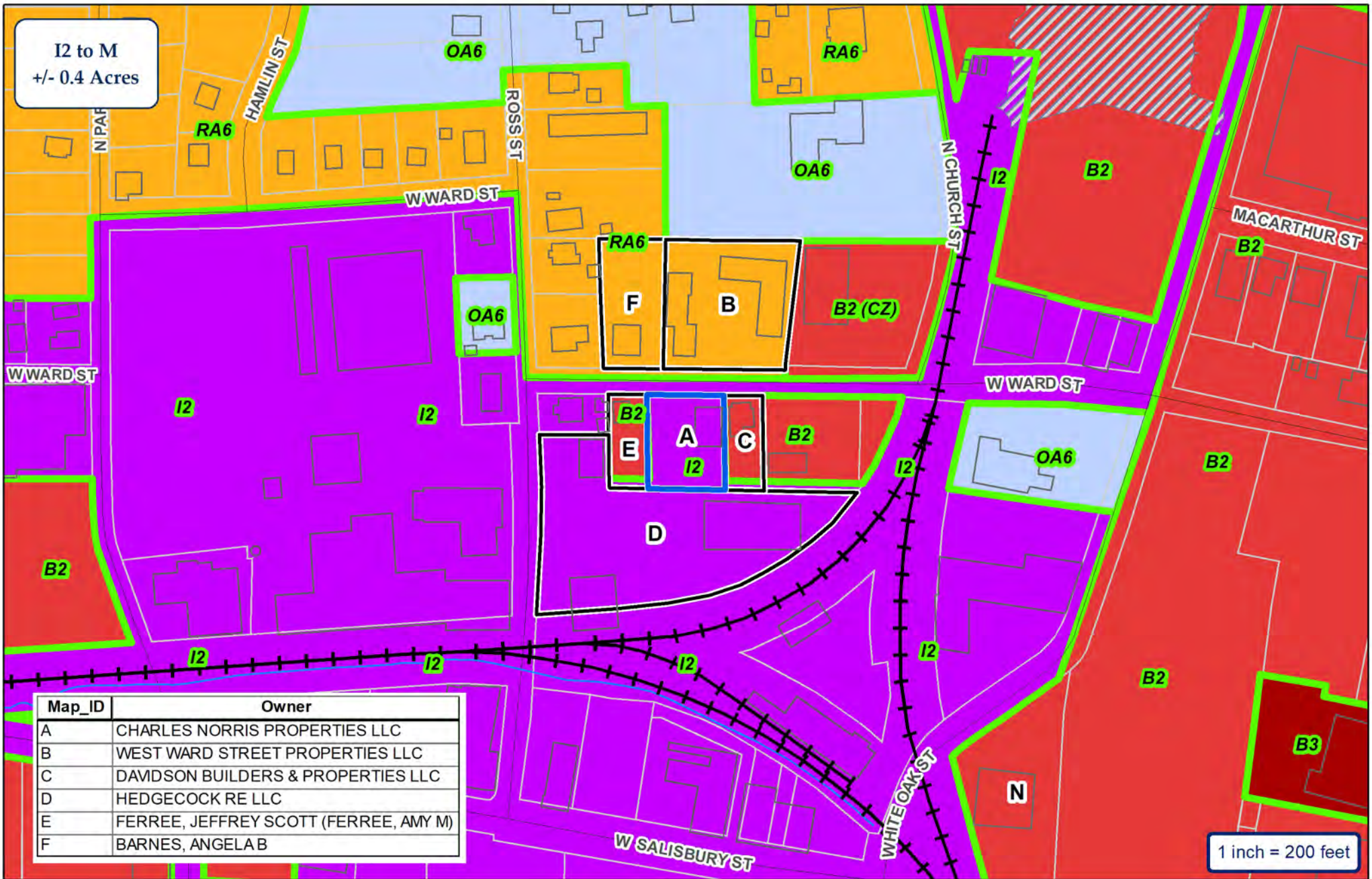


Legend:

- Subject Property
- Zoning



I2 to M
+/- 0.4 Acres



Map_ID	Owner
A	CHARLES NORRIS PROPERTIES LLC
B	WEST WARD STREET PROPERTIES LLC
C	DAVDSON BUILDERS & PROPERTIES LLC
D	HEDGECOCK RE LLC
E	FERREE, JEFFREY SCOTT (FERREE, AMY M)
F	BARNES, ANGELAB

1 inch = 200 feet



City of Asheboro Planning & Zoning Department

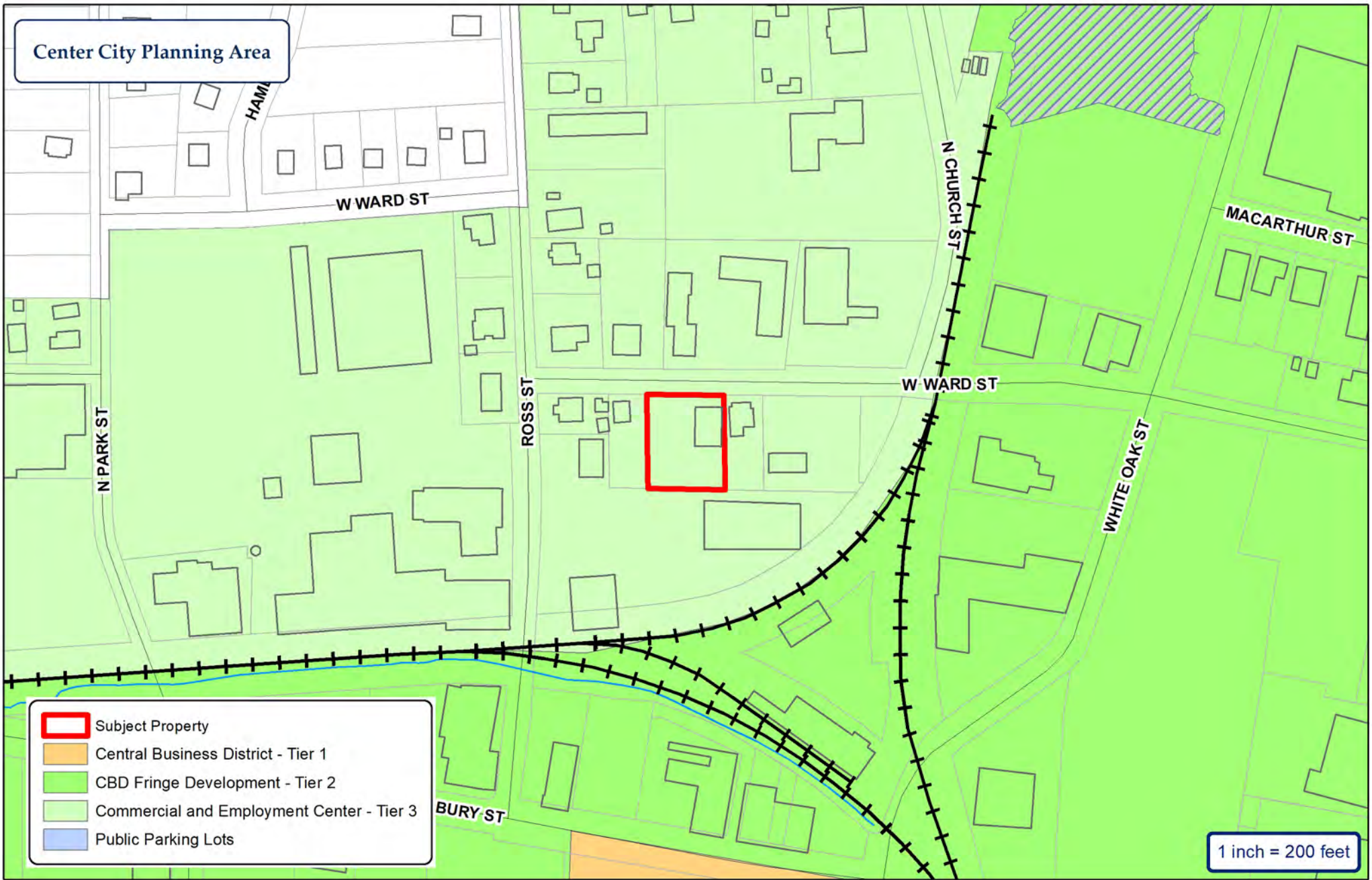
Rezoning Case: RZ-24-09

Parcels: 7751742316

- Subject Property
- Adjoining Properties
- City Zoning



Center City Planning Area



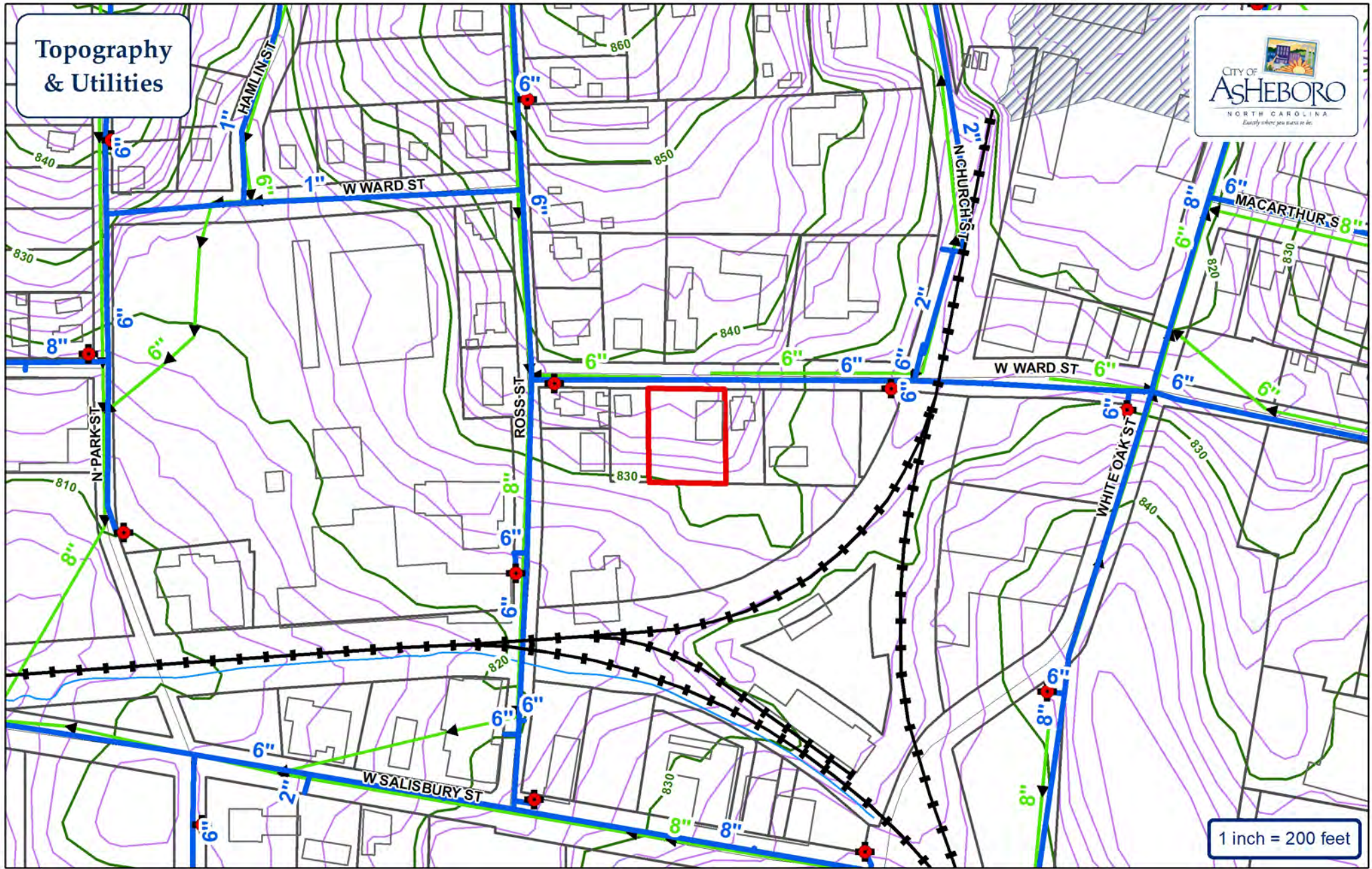
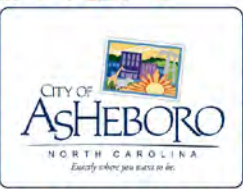
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-09

Parcels: 7751742316



**Topography
& Utilities**



1 inch = 200 feet

	Water Main		Fire Hydrant
	Sewer Main		Pump Station
	Force Main		Watershed

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-09

Parcels: 7751742316

Subject Property



Aerial




1 inch = 200 feet

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-09

Parcels: 7751742316



 Subject Property



APPLICANT INFORMATION

Applicant Dr. Zach Dunbar
Applicant's Phone # 336-689-5818
Applicant's Address 187 Greenforest Rd.
Randleman, NC 27317
Applicant Email Address drdunbardc@gmail.com

PROPERTY INFORMATION FOR MAP AMENDMENTS

Property Owner's Name Charles Norris Properties, LLC
Location of Property 337 W Ward St, Asheboro, NC 27203
Property Size (ac. or s.f.) 0.4 acres +/-
Randolph County Property Identification Number (PIN#) 7751742316
Current Zoning District ~~I2~~ 12
Requested Zoning District M
Date Property Title Acquired 7-28-22
Deed Book 2816 Page 1496
Subdivision Arthur Ross Section _____ Lot # 4-5
Plat Book 1 Page 321

ORDINANCE AMENDMENT INFORMATION

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

The proposed amendment allows for growth of Randolph County + Asheboro's healthcare options, while allowing the space to still be very useful if we were to move.

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?

According to zoning history on W Ward St., rezoning 337 W Ward would continue a trend of rezoning industrial to designations supporting commercial or office use. Again, allowing for the growth of health + wellness in the City. Does not apply

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

The applicant, being a Randolph native, hopes to bring health + wellness opportunities to the city of Asheboro. He determined 337 W Ward St. was the best location to provide those services. So, to promote a healthier and more productive Asheboro, the applicant hopes to rezone 337 W Ward St to allow for not only his business to thrive, but the City as a whole.

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

614 Anns Court
Asheboro, NC 27205

Telephone Number

336-626-1450

Printed Name of Authorized Signatory (if different from Owner)

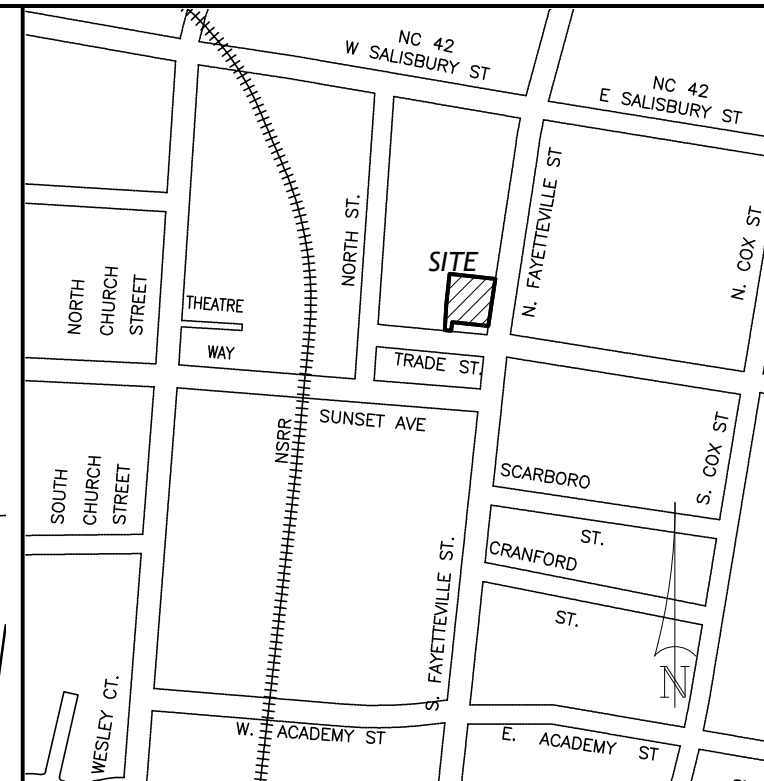
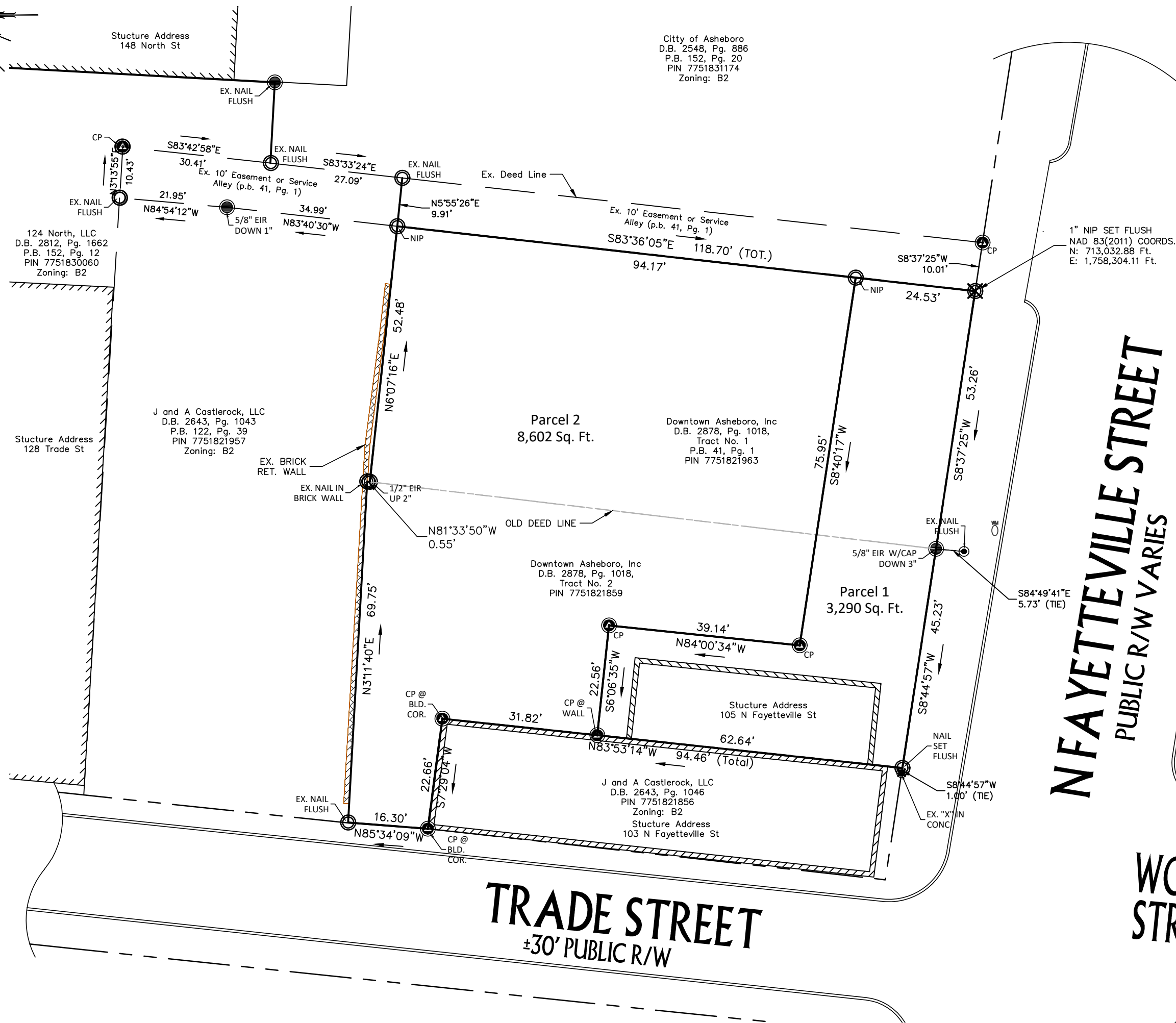
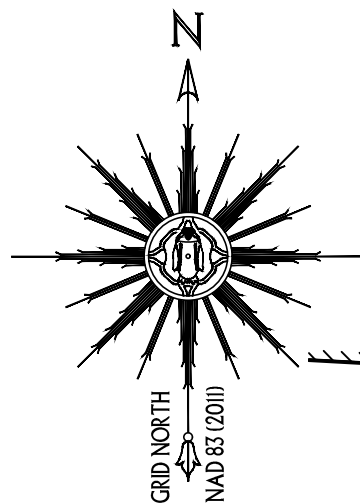
Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: TLE Date: 5-6-24 Case Number: RC 24-09

LEGEND

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



Vicinity Map Not To Scale

NOTES

1. Total Area in Parcels = 11,892 Sq. Ft.
2. Total Number of Lots - 2
3. Deed Reference - D.B. 2878, Pg. 1018
4. Plat Reference - P.B. 41, Pg 1
5. Zoned - B3
6. Grid tie information based on monumentation and datum as shown. All distances shown are ground unless otherwise indicated.
7. Location work shown hereon was derived by above ground indicators only unless otherwise noted.
8. This property is subject to any Easements, Agreements, or Rights-of-Way of record prior to this date and not visible at the time of inspection.
10. All points labeled NIP are 1" Iron Pipes set flush.
11. This survey was prepared without the benefit of a legal title search, and is subject to any facts an accurate title search may disclose.
12. Property Owner: Downtown Asheboro Inc
137 S. Fayetteville Street
Asheboro, NC 27203
(336) 610-2628

State of North Carolina
County of Randolph

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

Review Officer

Date

I, Thomas Scaramastra, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 2878, Page 1018; that the boundaries not surveyed are clearly indicated as drawn from information found in Book & Page As Shown; that the Ratio of Precision as calculated is 1:41,169; that this plat was prepared in accordance with G. S. 47-30 as amended; that this plat was prepared in accordance with G. S. 47-30 section F-11-a, (That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.).

Witness my original signature, and Seal this

_____ day of _____ A.D. 2024.

PRELIMINARY PLAT
(NOT FOR CONVEYANCE)

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

WORTH STREET

N FAYETTEVILLE STREET
PUBLIC R/W VARIES

TRADE STREET
±30' PUBLIC R/W

(P/U:) City of Asheboro

Recombination Plat for
Downtown Asheboro Inc

Asheboro Township, City of Asheboro
Randolph County, North Carolina
Scale : 1"=20' January 30, 2024



Surveyed and Mapped By
Thomas Scaramastra, PLS
City of Asheboro Engineering Dept.
146 N. Church St.
Asheboro, North Carolina 27203
Ph : (336) 626-1200

Job # 23-001



April 15, 2024

City of Asheboro
Attn.: Mr. John Ogburn
City Manager
146 N. Church Street
PO Box 1106
Asheboro, NC 27204

RE:	Project:	Trade St. to North St Streetscape
	Company Project #:	
	County:	Randolph County NC
	Location / State:	Asheboro, NC
	Proj. Requirements:	Utility Relocation Agreement; Actual Cost Billing
	Proj. Description:	Relocate DE company facilities for CoA to provide clearance, improved power delivery and streetscapes improvements along Trade Street and North Street at the request of the City.

Dear Mr. Ogburn:

Attached are the copies of our detailed estimates in the amount of \$180,376.94 and the relocation design drawings covering our proposed relocation of Duke Energy's facilities in conflict with this project. This estimate is valid for 90 days and is based on the design as shown on the attached drawings. Estimates may be revised due to change in scope or if right of way is not obtained. The estimate will be updated if the authorization to proceed is received after the 90 day deadline. The estimate is made up of three work orders to accommodate the credits previously discussed. (Reference second page of letter for work order descriptions).

If you find this estimate in order, please authorize us to proceed with this work and upon completion thereof, to bill the government customer per the project requirements located at the top of this letter. If you have any questions related to this agreement, plans, estimate, or final invoice please contact one of the following:

Kennith Greene, Lead Engineering at kennith.greene@duke-energy.com or 336-625-7785
Chad Brenco, Program Mgr. at chad.brenco@duke-energy.com or 919-546-2236
Kevin Norris, Director Asset Design at kevin.norris@duke-energy.com or 919-431-4751

Please sign below noting your concurrence for Duke Energy to undertake this Revitalization project and to reimburse Duke Energy for said actual cost to be billed through progress billing.

Mr. John Ogburn, City Manager, City of Asheboro

It is understood by both parties that the City will provide all needed ROW, open and close the trench, provide, and install all needed underground conduit and replace the asphalt once Duke Energy has completed pulling in the underground wire. Necessary flagging assistance or road closure (per the MUTCD guidelines) will be provided by City personnel.



Highway Relocation Program
Duke Energy Progress
4690 Simms Creek Road
Raleigh NC 27616
Highway.Relocation@Duke-Energy.com

Please return the signed agreement to highway.relocation@duke-energy.com.

Sincerely,

A handwritten signature in black ink that reads "Chad Brenco".

Chad Brenco
Duke Energy Highway Relocation Program

48035763: Install work order- (CU's and Design) \$142,125.41

- Install updated with information from field visit - Including the following:
 - Install vertical dip pole at Trade Street and South Fayetteville Street.
 - Update framing at J685AD.
 - Replace light pole at J692AD wood pole and transfer everything to the wood pole.
 - Install a 3-phase junction box at each of the PMT banks.
 - Update conduit to customer owned conduit.
- We ran a CPA and a Seds for the information we have, but the SEDS will need to be updated with information from the city (meter set up/location of meters and future use of building space to preplan for load).
- We calculated all the secondary cable and installed it to a few spans in the design just to speed up the design and give us the ability to accurately model them once the meter locations have been decided.

*Side note – we had an error on design point 15 so the design point ordering skips a few numbers – just an fyi if you are following the map.

53167253: Removal of existing facilities- (CU's only no plot) \$24,550.80

- Removal of overhead primary from new vertical dip pole to J700AD.
- Removal of all secondaries and services.

53167261: A for Work Request 53167261 (Credit)(\$7,571.56)

- Code Violations

Work Order	Sheet Number	Work Order Description	Specific Project	Funding Project	Total Estimated Cost	Total NCDOT Energy Cost	Total Duke Energy Cost	Total Manhours	Services			Material	Labor	Overhead	Gross Up	Total
									Flagging	Tree Clearing	Additional Labor					
48035763		ASHEBORO CITY OF_Install WO			\$ -	\$ -	\$ -	283.31	\$ -	\$ -	\$ 30,756.62	\$ 62,841.95	\$ 24,919.20	\$ 23,607.64	\$ -	\$ 142,125.41
53167253		Design 53167253 - A for Work Request 531672531 (Removal)			\$ -	\$ -	\$ -	105.75	\$ -	\$ -	\$ 8,649.47	\$ -	\$ 10,742.95	\$ 5,158.38	\$ -	\$ 24,550.80
53167261		Design 53167261 - A for Work Request 531672611 (Credit)			\$ -	\$ -	\$ -	44.64	\$ -	\$ -	\$ -	\$ (1,586.94)	\$ (4,551.70)	\$ (1,432.92)	\$ -	\$ (7,571.56)
		Gross Up tax .1337			\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,272.29

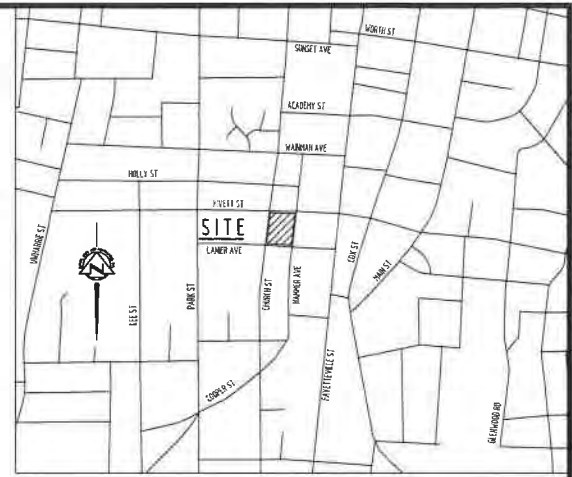
Randolph County, NC



Disclaimer: This map was compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public information sources should be consulted for verification of the information. Randolph County, its agents and employees make no warranty as to the accuracy of the information on this map.

Map Scale
1 inch = 100 feet
7/5/2024

Parcel Description
 ALL of that certain piece, parcel or tract of land lying and being in the Asheboro Township, Randolph County, North Carolina, and being more particularly described as follows:
 BEGINNING at a computed point, being the southeast corner of Church St. and Kivett St., said point also being South 45 deg. 34 min. 51 sec. East 4,458.01 feet from a published NCGS monument "BOSSONG", having NAD 83/2011 coordinates of N = 713,911.95; E = 1,754,102.58 and running thence from the Point of Beginning, with the right-of-way of Kivett St., South 89 deg. 04 min. 02 sec. East 275.50 feet to a computed point, being the southeast corner of Hammer Ave. and Kivett St., thence with the right-of-way of Hammer Ave., South 88 deg. 25 min. 05 sec. West 379.91 feet to a computed point, being the northwest corner of Hammer Ave. and Lanier Ave., thence with the right-of-way of Lanier Ave., North 85 deg. 59 min. 25 sec. West 278.32 feet to a computed point, being the southeast corner of Lanier Ave. and Church St., thence with the right-of-way of Church St., North 06 deg. 56 min. 50 sec. East 370.08 feet to a computed point, the Point and Place of Beginning and containing 2.38 acres, more or less, as shown on that certain survey entitled "ALTA/NPS LAND TITLE SURVEY FOR MEMORIAL SQUARE APARTMENTS," prepared by Borum, Wade and Associates, P.A. dated March 1, 2023.



BWA Engineers
 Planners
 Surveyors
 Borum, Wade and Associates, P.A.
 621 Empire Court, Suite 100, Greensboro, NC 27401-2711
 PO Box 2182 Greensboro, NC 27420-1882
 Phone: 866-675-0471 Fax: 336-675-3719
 Web: www.borum-wade.com
 N.C. License # C-0068

SEALS:
 PROJECT:
PRELIMINARY MAP
 NOT FOR RECORDATION, CONVEYANCES, OR SALES

FEMA FLOOD ZONE CERTIFICATION

The Property is located within an area having a Zone Designation **X** by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. **371075108** with a date of identification of **JANUARY 7, 2009** for Community **37096** in **NORTH CAROLINA** County, State of **NORTH CAROLINA** which is the current Flood Insurance Rate Map for the community in which the Property is situated.

ITEMS CORRESPONDING TO SCHEDULE B - PART II

WFG National Title Insurance Company
 Commitment No: WFG-22-20521; Commitment Date: November 3, 2022 at 8:00 a.m.
 Revision #4 (05-11-23)

A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part 1 - Requirements are met. (Not a matter of survey.)

1. The lien of all taxes for the year 2023 and thereafter which are not yet due and payable. (Not a matter of survey.)

2. Building restriction lines, easements and any other facts shown on subdivision map recorded in Plat Book 1, Page 177, Randolph County Registry. (Plottable R/W for Kivett St., Hammer Ave., and Lanier Ave. - as shown on survey.)

3. Fee Simple Deed to the Town of Asheboro recorded in Book 926, Page 187, Randolph County Registry shown on the survey by Peter E. Glud of Borum, Wade and Associates, P.A., dated March 1, 2023 and last revised 2023, bearing Job No. C 1962 (The "Survey"). (Plottable - as shown on survey.)

4. Right of Way Agreement by and between the State Highway Commission and Mabel Auman Teel and L.A. Teel recorded in Book 927, Page 246, Randolph County Registry shown on the Survey. (Plottable - as shown on survey.)

5. Any rights, easements, interests or claims which may exist by reason of the following matters shown on the Survey: (All plottable - as shown on survey.)

- (a) Overhead utility lines; power poles; electric utilities;
- (b) Block wall, concrete headwall;
- (c) Underground storm lines;
- (d) Underground sewer, clean outs;
- (e) Drop inlets;
- (f) Communication utilities;
- (g) Streams;
- (h) Water meters;
- (i) Curbs and gutters; and
- (j) Right of way for railroad and ex. railroad tracks.
- (k) Encroachment of two (2) dwellings, porch, block wall and concrete headwall onto setbacks.

6. [INTENTIONALLY OMITTED]

THE FOLLOWING WILL APPEAR ONLY ON THE OWNER'S POLICY:

7. Discrepancies, variances, shortages or overages in the acreage of the Land. (Not a matter of survey.)

THE FOLLOWING WILL APPEAR ON BOTH THE LOAN AND OWNER'S POLICY:

8. Memorandum of Land Use Restrictions recorded February 15, 2023 in Book 2845, Page 723, Randolph County Registry. (Not a matter of survey.)

9. Rights of tenants in possession under residential leases with terms of one year or less. (Not a matter of survey.)

SITE INFORMATION

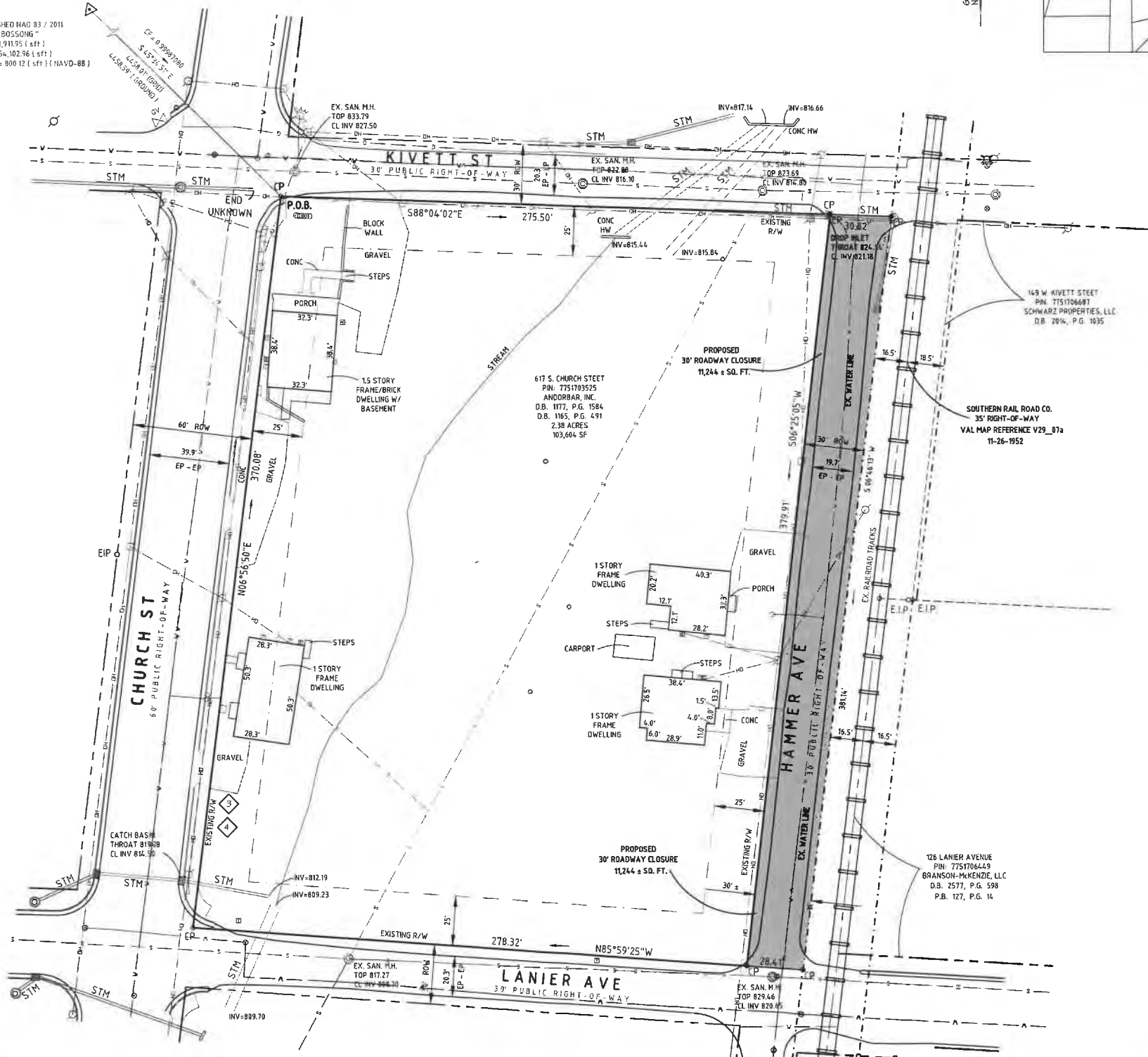
TOTAL AREA OF TRACT: **2.38 ACRES**

PARCEL PIN: 7751702925
 DEED REFERENCE: D.B. 1965, PG. 491, D.B. 1177, PG. 1584
 PLAT REFERENCE: P.B. 1, PG. 177

ZONING INFORMATION

ZONING: O4s (C2)
 MIN. STREET SETBACK: 25 FEET

PUBLISHED HAD 83 / 2011
 MON "BOSSONG"
 N = 713,911.95 (sft)
 E = 1,754,102.58 (sft)
 ELEV = 800.12 (sft) (NAVD-88)



SYMBOL LEGEND

- CP ○ COMPUTED POINT
- PP ○ POWER POLE
- MH ○ MANHOLE
- CLEANDT ○ CLEANOUT
- FW ○ FIRE HYDRANT
- WV ○ WATER VALVE
- CU ○ COMMUNICATION UTILITY
- EL ○ ELECTRIC UTILITY
- DM ○ DROP INLET
- GM ○ GAS METER
- WM ○ WATER METER
- SB ○ SETBACK
- ROW ○ RIGHT-OF-WAY LINE
- OU ○ OVERHEAD UTILITY LINE
- UGW ○ UNDERGROUND WATERLINE
- US ○ UNDERGROUND SEWERLINE
- USL ○ UNDERGROUND STORMLINE
- F ○ FENCELINE
- RR ○ RAILROAD RIGHT-OF-WAY

LEGEND

- STM ○ STORM
- MH ○ MANHOLE
- EX ○ EXISTING
- SAN ○ SANITARY
- CL ○ CENTERLINE
- INV ○ INVERT
- D.B. ○ DEED BOOK
- P.G. ○ PAGE
- HYD ○ HYDRANT
- CONC ○ CONCRETE
- ROW ○ RIGHT OF WAY
- FD ○ FIRE DEPARTMENT CONNECTION
- P.O.B. ○ POINT OF BEGINNING

MISCELLANEOUS NOTES:

- AREA DETERMINED BY COORDINATE METHOD
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES
- LINE SHOWN DASHED ARE NOT A PART OF THIS SURVEY AND ARE TAKEN FROM REFERENCES SHOWN HEREON U.S. SURVEY FEET.
- 3/4" IRON PIPES REFERENCED AS EP AT ALL PROPERTY CORNERS, EXCEPT AS NOTED.
- OBSERVED IN THE PROCESS OF PERFORMING THE FIELD WORK FOR THIS SURVEY, THERE WAS NO ABOVE GROUND VISIBLE EVIDENCE OF CEETERIES OR FAMILY BURIAL GROUNDS FOUND WITHIN THE PROPERTY BOUNDARIES.
- THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS ON SURVEY.
- THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADJUSTIONS WITHIN RECENT MONTHS.
- THERE IS NO EVIDENCE OF THE SITE BEING USED AS A DESIGNATED SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

WETLAND NOTE:

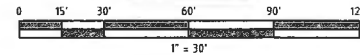
NO MARKED DELINEATED WETLANDS WERE OBSERVED ON THE SITE.

UTILITY NOTES:

1) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES, UNDERGROUND MARKINGS WERE NOT PROVIDED. GROUND STRUCTURES WERE SURVEYED TO DETERMINE THE LOCATIONS OF ANY SUBTERRANEAN USES SHOWN.

2) BEFORE DIGGING IN THIS AREA, CALL "N.C. ONE CALL CENTER" 1-800-432-4349 FOR FIELD LOCATIONS REQUESTED FOR GROUND MARKINGS OF UNDERGROUND UTILITY LINES.

GRAPHIC SCALE



ROAD CLOSURE EXHIBIT
MEMORIAL SQUARE, LLC
 617 S CHURCH ST.
 ASHEBORO TOWNSHIP, RANDOLPH COUNTY
 ASHEBORO, NORTH CAROLINA

OWNER/DEVELOPER:
 COMPANY
WYNNEFIELD FORWARD, LLC

PO BOX 566
 JAMESTOWN, NORTH CAROLINA 27282
 CONTACT:

DRAWN BY: WRB
 DATE: MARCH 1, 2023
 REVISIONS:
 MARCH 20, 2023
 MARCH 29, 2023 APRIL 16, 2023
 MAY 5, 2023 MAY 11, 2023
 JUNE 11, 2024

SHEET TITLE:
ALTA SURVEY

FILE NO: WYNNEFIELD/ASHEBORO 2023/MEMORIAL SQUARE

DRAWING SCALE: 1"=30'
 PLAN SHEET NO.

C 1962

Terry's Plumbing & Utilities, Inc

465 Lewallen Rd
Asheboro, NC 27205
336-625-1090
336-625-1440 Fax
tpuinc@triad.rr.com

July 8, 2024

City of Asheboro
146 North Church St.
Asheboro, NC 27203

Attn: Mr. Michael Leonard, PE

Ref: McCrary Ball Park- Grading and Storm Drainage CO 2

Dear Mr. Leonard,

Per your request, please find below adjusting quantities for stone base, binder, asphalt, concrete flat work, storm sewer and catch basins.

1. Binder -758.22 tns installed @ \$145.00 =	\$ 109,941.90	(\$ 838.10)
2. Asphalt- 994.88 tns installed @ \$ 148.00 =	\$ 147,242.24	\$ 19,962.24
3. Stone base- 4278.72 tns installed @ \$ 43.00=	\$ 183,984.96	\$ 44,738.96
4. Finished concrete- 928.33 SY installed @ \$135.00	\$ 125,324.55	\$ 94,949.55
5. Storm sewer- 1420 LF installed @ \$ 100.00	\$ 142,000.00	\$ 54,700.00
6. Catch Basins- 9 installed @ \$4000.00=	\$ 36,000.00	\$ 8,000.00
7. Install trench drain @ playlot.		\$ 4,000.00
8. Install conduit for lights.		\$ 1,000.00

Total additional to original contract \$ 226,512.65

Sincerely,

C. Terry Tucker, President

Terry's Plumbing & Utilities, Inc.
License 51103 Unlimited