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Regular Meeting
Monday, November 2, 2020
6:30 PM
Council Chambers
Meeting Agenda

Call Meeting To Order:

1. Mayor Michael

Invocation:

2. Mayor Michael

Approval Of Minutes:

3. Consider Approval of the October 19, 2020 Regular and Closed Meeting Minutes

Public Hearings:

4. Consider Conditional Use Permit 20-03 for Bed and Breakfast

Agenda Adjustments:

Unannounced Delegations:

Administrative Reports:

5. Adam Kiker, LKC Engineering - To Discuss Sanitary Sewer Rehabilitation, Phase 3
6. Autumn Extravaganza Report

Municipal Calendar:

7. Municipal Calendar

Consent Agenda:

8. Consider a Request for Payment in Lieu of an Assessment for a Water Line Extension on Dick Street
9. Piedmont Natural Gas Easement Proposal 333 Pee Dee Avenue
10. Piedmont Natural Gas Easement Proposal at Elizabeth Heights
11. Ordinance 20-29 - To Establish an Alleyway and Parking Renovation Project Budget
12. Ordinance 20-30 - Budget Amendment to Transfer Funds to the Alleyway and Park Project Budget

New Business:

13. Consider Easement to Earnhardt Exchange, LLC
14. Discussion of City Christmas Events

Adjournment:

- 15.** Adjourn until Monday, November 9, 2020 at 4:00 pm for a Council / Staff Strategic Planning Session

Print

Title – Mayor Michael

Description:

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
No Attachments Available	

APPROVALS:

Date/Time:	Approval:	Department:	
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Print

Title – Mayor Michael

Description:

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
No Attachments Available	

APPROVALS:

Date/Time:	Approval:	Department:	
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Title – Consider Approval of the October 19, 2020 Regular and Closed Meeting Minutes

Description:

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> October_19_2020_REGULAR.docx	October 19 2020 regular minutes

APPROVALS:

Date/Time:	Approval:	Department:	

REGULAR MEETING CITY COUNCIL

October 19, 2020

The City Council of the City of Albemarle met in a regular session on Monday, October 19, 2020 at 6:30 p.m. in the Council Chambers of City Hall. Mayor Ronnie Michael presided, and the following members were present, to-wit: Mayor Pro Tempore Martha Sue Hall and Councilmembers Bill Aldridge, Chris Bramlett, Martha E. Hughes, Dexter Townsend, Chris Whitley, and Shirley E. Lowder.

Mayor Michael called the meeting to order.

SPECIAL PRESENTATION

Government Finance Officers Association (GFOA) Award for Excellence in Financial Reporting

The Mayor requested that Finance Director Colleen Conroy come forward to read the letter from the GFOA. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. According to the GFOA website, Albemarle is the only municipality in Stanly County to earn this designation, and it is our third consecutive year being designated. Ms. Conroy then presented the certificate to the Mayor. On behalf of the City Council, the Mayor thanked the Finance Department employees for all of their hard work and dedication.

Ms. Conroy noted that the City of Albemarle Finance Department would not have been able to achieve its success without the staff in the Finance Department and throughout the City departments. She recognized Assistant Finance Director Jacob Weavil for all of the work he does supporting and leading the department. Also present to be recognized was Linda Lewis, the City's Purchasing Coordinator. Ms. Conroy also thanked in turn each of her team who were not present tonight at the meeting:

- Richard Lanzillotti – Tax Collector;
- Billing representatives Candi Poole and Chase Russell;
- Melinda Harris – Payroll;
- Kim Speights – Accountant; and
- Tanner Denton and Luke Melton – Accounts Payable.

Upon a motion by Councilmember Aldridge, seconded by Councilmember Hall, unanimously carried, the minutes from the October 5th regular and closed meetings were approved as submitted.

AGENDA ADJUSTMENTS

The Mayor asked if there were any agenda adjustments. The following added agenda items were noted:

- Discussion of commercial signs at residences/review of Code of Ordinances (NOTE: this item was discussed in the Comments portion of the meeting); and
- Closed session pursuant to N.C.G.S. 143-318.11(a)(6) Personnel

Upon a motion by Councilmember Aldridge, seconded by Councilmember Whitley, unanimously carried, Council approved the agenda adjustments.

ADMINISTRATIVE REPORTS

Adam Kiker, LKC Engineering – To Discuss Sanitary Sewer Rehabilitation, Phase 3

Mr. Kiker discussed a potential change in the scope of Phase 3 gravity sewer rehabilitation to utilize more of the awarded project funds to address the East Albemarle outfall line.

In the fall of 2019, City Council approved a Clean Water State Revolving Loan funding application for the Phase 3 sanitary sewer rehabilitations project in the amount of \$6,156,000. Subsequently we removed the electrical work at the Wastewater Treatment Plant and the project cost was reduced to \$3,200,000. The City still has access to the full \$6,156,000 funding and we can add the next sewer rehabilitation phase, which is the East Albemarle outfall line (Phases 4 and 5). This would bring the total project amount to \$5,538,000 in comparison to the original scope of \$6,156,000, and also allows the City to address the last large sewer rehabilitation project now rather than through a future grant.

This proposal is in alignment with the long-term system improvement plan performed by Chambers Engineering. The Chambers Engineering plan was developed in 2009 and the phases of inflow and infiltration improvements (I&I) the City has undertaken over the last several years are in accordance with the plan.

Mr. Kiker and Council discussed the proposed change in the rehabilitation project and the special order of consent (SOC)'s potential impact on the project as a whole. Also discussed was the relative importance of the outfall failures as compared to the electrical upgrades from an engineering standpoint.

Mayor Pro Tem Hall introduced a motion to move forward with the Sanitary Sewer Rehabilitation Project Phases 3-5 as currently advised by LKC Engineering in its proposal to Council tonight, and increasing the project budget from \$3.2 to \$5.5 million as estimated by LKC Engineering and pre-approved by the financing agency. The motion was seconded by Councilmember Hughes.

The Mayor asked if there was any further discussion related to the motion.

Councilmember Bramlett inquired about whether there would be an additional tax burden on residents. The Mayor responded that financing for this project could change the water and sewer rates but not property taxes. City Manager Michael J. Ferris added that a 1% increase in water and sewer rates would create approximately \$100,000 in revenue for the Water and Sewer Fund. For the change in financing proposed for completing this rehabilitation project and he estimated it would be equivalent to a 3 cent rate hike in water and sewer rates. Mayor Pro Tem Hall asked whether this was already included in the new Capital Improvement Plan that Council will be reviewing next month. Mr. Ferris replied that the City will be meeting with First Tryon tomorrow about the Capital Improvement Plan.

Councilmember Townsend noted that maybe Council should not rush the decision making process on this proposal. He introduced a motion to table further discussion and Council action on this item to the November 2nd meeting to give city staff time to work with First Tryon and bring to Council answers on questions they have regarding the proposed change in financing for this project. The Mayor asked if this was a substitute motion to the motion Mayor Pro Tem Hall introduced earlier. Councilmember Townsend confirmed this was a substitute motion. The Mayor called for a second for Councilmember Townsend's motion. Councilmember Bramlett seconded the motion. Upon a vote all Council members voted for the motion.

After the motion was carried, Mayor Pro Tem Hall asked for clarification that actually there is no additional funds that Council needs to approve for this project in that it is already financed up to more than \$6 million currently. Mr. Ferris confirmed Mayor Pro Tem Hall's statement.

Fire Chief Pierre Brewton – Update on Process to Review Fire Response Outside the City

Limits

At a recent meeting, City Council asked that Chief Brewton look into the issues surrounding this topic. Although the matter is still being investigated, staff felt it was appropriate to provide an update at this time.

Chief Brewton came in front of Council to answer any questions they had. He is working with other emergency responder agencies in Stanly County to strengthen these agreements. This process provides for an opportunity for mutual aid and automatic aid issues to be reviewed and considered. There are three types of response among local fire jurisdictions: mutual aid, automatic aid, and plain sight. The first two types require an agreement be signed among the jurisdictions; the last type is for emergency situations where the municipal department witnesses an accident or comes upon an accident scene.

Councilmember Townsend stated that since he brought up this issue specifically in an earlier meeting, he wanted to weigh in on the response by Chief Brewton and City staff. He is satisfied that the issue is being addressed, which was his intention when initially broaching it.

Chief Brewton reported to Council that the current agreements among the various municipalities in Stanly County, and also with Stanly County, are vague. The query raised by Council will

now give Stanly County Fire and the municipalities the opportunity to meet to build up the agreements. However, he noted that this process will take some time.

Councilmember Lowder asked for a timeline for the agreements to be redone. Chief Brewton replied that Stanly County is charged with bringing the municipalities together and revamping the agreements, and therefore he does not know what timeline they have for completing this process.

Update on Charters of Freedom Project

An update on this Council coordinated project was requested for the agenda. Mayor Pro Tem Hall provided the report out to Council along with the Mayor. There was a Zoom conference call with some people in the county about dedicating the Charters of Freedom once it is constructed. The Mayor added that now the current timeline for breaking ground is the third week in November. Mayor Pro Tem Hall noted that there will opportunities for city and county residents and businesses to provide in-kind donations. She was glad to hear that the Stanly Community College bricklaying program will be assisting in the construction effort.

Foundation Forward, the sponsoring nonprofit of the project, is looking for input from the city and county for a date in 2021 which is significant for the county. Both Mayor Pro Tem Hall and the Mayor reminded Council and the public that the Charters of Freedom is to be dedicated to the residents of Stanly County, and that the location for the installation happens to be Albemarle.

Mayor Pro Tem Hall closed the discussion by announcing that the next meeting is scheduled for November 10th as a Zoom conference call. If any Council member or member of the public is interested in joining, they should contact Jennifer McMillan at Foundation Forward.

Departmental Monthly Reports

The Mayor and Council received September 2020 monthly departmental reports prior to the meeting. The Mayor asked if any Council members had any questions or comments about the reports. Mayor Pro Tem Hall had some comments/questions.

She let Council know that as a result of trying to dye the water in the fountain yellow in Courthouse Square in September for Pediatric Cancer Awareness Month, it was confirmed that the fountain still is leaking due to cracks in it which need to be repaired.

On the HR monthly report Mayor Pro Tem Hall asked HR Director Dana Chaney to explain what voluntary turnover was, as well as the term "key benchmark." Ms. Chaney replied that voluntary turnover is when a City employee makes his/her own decision to leave City employment. "Key benchmark" is a standard across the HR industry and other municipalities.

Councilmember Hughes asked Ms. Chaney what the process was for HR when an applicant chooses to submit an application for a City of Albemarle position in terms of communication with a given applicant. Ms. Chaney replied that when an application is submitted, HR sends out a notification that the application was received. If an applicant is chosen to move further in the process,

HR will typically contact them via phone. Councilmember Hughes then asked if HR sends any communication to applicants who are not chosen for the position. Ms. Chaney responded that once the position is filled HR sends out a notification to all applicants that the position has been filled.

CONSENT AGENDA

The Mayor asked if Council wanted to move any items on the consent agenda.

Ordinance 20-27 – To Adjust the Start Time of Regular Meetings of the City Council

This ordinance was requested by Council at the October 5th meeting.

[Ordinance 20-27 – To Adjust the Start Time of Regular Meetings of the City Council]

Ordinance 20-28 – Budget Amendment to Reduce Powell Bill Funding

This amendment reduces the Powell Bill Fund budget for fiscal year 2020-2021 due to a decrease in State funding. The Powell Bill supports a portion of the maintenance and keep of the City's street system. With the reduction in State funding, it means that an increasing burden is being placed on City residents to maintain roads that are available and used by all and that support economic development opportunities for all. With recent decreases in Powell Bill funding, the City has made up the difference, which does place an even greater burden on the property tax rate, our primary source of General Fund revenue. This also means we have less tax revenue to then spend on other activities such as Police, Fire, Parks and Recreation, and our many support services.

[Ordinance 20-28 – Budget Amendment to Reduce Powell Bill Funding]

Consider Resolution for Legal Representation for 503 Old Charlotte Road

Per Council discussion on October 5th, the attached resolution was drafted by City Attorney Britt Burch for Council consideration for legal representation for 503 Old Charlotte Road.

[Resolution 20-14 – Legal Representation for 503 Old Charlotte Road]

Upon a motion by Councilmember Aldridge, seconded by Councilmember Townsend, unanimously carried, Council approved the following:

- Ordinance 20-27 authorizing a change in meeting start time from 7:00 p.m. to 6:30 p.m. for regular Council meetings;
- Ordinance 20-28 amending the FY 2020-21 budget to reduce the Powell Bill Fund; and
- Resolution 20-14 identifying legal representation for the City for any legal matters stemming from the 503 Old Charlotte Road nuisance property.

UNFINISHED BUSINESS

Consider Appointments to Boards and Commissions

This item was held over from the September 8, 2020 meeting. Council agreed to seek volunteers to fill the below vacancies:

Historic Resources Commission:

- *Seat 2*, Mr. Marvin Smith resigned effective August, 2020.
- *Seat 6*, Mr. Gene Starnes, who served a full term that expired July 1, 2020. He is not eligible for re-appointment.

Council considered an application from Mr. Scott Patrick for one of the vacant seats.

Upon a motion by Councilmember Hall, seconded by Councilmember Hughes, unanimously carried, Council approved Mr. Patrick for a term on the Historic Resources Commission.

Consider Replacement on the Stanly County Convention & Visitor's Bureau

This item was held over from the September 8, 2020 meeting. Council agreed to seek candidates for consideration.

Council considered the application of Ms. Tiffany Dahle.

Upon a motion by Councilmember Bramlett, seconded by Councilmember Lowder, unanimously carried, Council approved Ms. Dahle for the Albemarle resident/citizen seat on the Stanly County Convention & Visitor's Bureau.

NEW BUSINESS

Introduction of Keith Tunnell – City of Albemarle Director of Economic Development

City Manager Michael Ferris made a short statement of introduction. Mr. Tunnell's first day with the City of Albemarle was October 12th. He is glad to have Mr. Tunnell aboard. The hiring of Mr. Tunnell was the result of an extensive recruitment process where applicants throughout the Eastern US applied. Mr. Tunnell has significant experience in economic development in positions he has held in South Carolina, and as a result of that work also has knowledge of the economic development/regional growth environment in the Charlotte region. It should be noted that Mr. Tunnell began working on behalf of the City of Albemarle prior to his official start date.

Mr. Tunnell came in front of Council to introduce himself. He stated that it is a pleasure to be here, and is excited about downtown opportunities here. His first priority is to make the Albemarle Business Center site operational in order to recruit new business, and then he plans to focus on business

retention and expansion. There is opportunity to cross-train other City staff to promote economic development for the City of Albemarle. His method for accomplishing his goals will be assertive and inclusive. He is honored to have Council and upper City administration's trust placed in him.

Council warmly welcomed Mr. Tunnell.

Request for Fire Apparatus Records

Councilmember Hughes requested this item be placed on the agenda for discussion. Records provided in the meeting packet are for firefighting apparatus, not daily use vehicles. In addition to the provided records, there is routine maintenance and service that is performed by Fire personnel.

Chief Brewton came in front of Council to answer questions. Councilmember Hughes asked the following questions to which the Chief replied as follows:

- If an engine is out of service what does that do for the Chief and personnel re: impact? There is quality backup equipment for that out of service item. The department plans ahead for equipment to go out of service.
- How long is the normal timeline to purchase apparatus/equipment? Between 4½ and 6 months.
- Even with the engine out of service at Crook Motor Company, is everything in working order? The engine has now been returned and is back in service.

Discussion of Halloween Night

Mayor Pro Tem Hall requested this item be placed on the agenda for discussion. Since the last Council meeting, Stanly County Schools has made the decision to implement all remote instruction through the end of the month or into the early part of November due to COVID19 cases increasing in the county. Council should be responsible about messaging out safe Halloween activities for residents and their children. She was glad to see that Parks and Recreation Director Lisa Kiser put up the CDC and NC DHHS guidelines for trick or treating on the City's social media pages quickly after the last Council meeting. What else should the City be doing to message out and promote safe Halloween activities?

Council briefly discussed if there were other Halloween-related activities going on beyond the City's remote/virtual events and the Pee Dee Avenue street closure on Halloween night. Council was not aware of any other large events scheduled to take place beyond drive thru trunk or treat events.

All the City can do is put information out into the community and urge residents to be cautious.

Information – Grant Awarded to Parks and Recreation for Remote Learning Center

Parks & Recreation sought and received a grant award of \$31,220.00 for supplies and equipment for the Remote Learning Center at the EE Waddell Community Center. This grant is part of

the CARES Act funding that North Carolina received and is being awarded through the North Carolina Alliance of YMCAs.

Parks and Recreation Director Lisa Kiser came in front of Council to discuss the grant and take any questions from Council. The grant is associated with CARES Act funding through the YMCA Alliance of North Carolina, and will go towards the purchase of furniture, Chromebooks for kids in the program for remote learning, and food. Currently there are 21 children in the program: 11 elementary school-aged, and 10 middle schoolers.

COMMENTS

City Manager Michael J. Ferris:

- A reminder to Council that the Essentials of Municipal Government online courses offered through UNC's School of Government are scheduled for December 15th and 16th this year. This is a course for newly elected/re-elected local government officials, and includes the required state ethics in government training. Please contact him directly if any member would like City staff to register them for this course.

Councilmember Hughes:

- Re: safety efforts for Pfeiffer Health and Sciences students during evening hours - is there an update available? Chief Dulin replied that he finally spoke with the Pfeiffer contact Councilmember Bramlett recommended, and he is scheduled now to speak with students every August and January prior to the start of every new academic semester. Will blue light phones be installed? Per the Mayor that is a decision Pfeiffer needs to make, and may not be needed anymore due to the prevalence of personal cell phones being used now.

Councilmember Aldridge:

- He received a thank you card from some of the residents in the College Park Subdivision about the horse therapy program property issue. He read the thank you note and stated that it was signed by Pam and Michael Lambert.

Councilmember Townsend:

- Re: leaf collection and angled parking near Pfeiffer – he noted that some residents are blowing leaves into a few angled parking spots thus making them unusable. It may not be a problem now but could become one. The Mayor noted that the City has had to notify a few residents of this in recent seasons because some have blown leaves halfway into the street.

Councilmember Lowder:

- Re: the fire response item on today's agenda – should this issue be discussed with the County Manager? The City might need to pay. The Mayor responded by stating that the City pays 3 different local volunteer fire departments and has mutual aid agreements with them. Chief Brewton added that he has brought this up with the county fire chief's association, and so all localities and the county are aware.

Mayor Pro Tem Hall:

- Re: the Code of Ordinances and customary home occupation – per a resident who inquired, she wanted to discuss why businesses run in residential zoning districts cannot put up commercial signage on their property but there are plenty of political campaign signs up. Planning and Development Services Director Kevin Robinson distributed hard copies of the named Code of Ordinances section to Council and provided a response that commercial signage on residential property cannot be done because it is stipulated in the Code of Ordinances. Now with more people conducting business in their homes due to the pandemic, that could become a potential conundrum. She wanted this to be discussed in meeting to get word out to the public.
- She took the UNC School of Government's online course last week on fiduciary responsibilities for elected officials, and will pass along the PowerPoint presentation to the Clerk to share with Council.
- A "shout out" went to Public Works Director Ross Holshouser who quickly took care of an email she forwarded from a resident who inquired about road improvements on her street.
- She attended one of the NCLM virtual conferences to provide input on desired legislative goals for the General Assembly, and noted the City's request to consider a quarter cent tax submitted by the City Manager on transportation in order to pay for road maintenance.
- There was Public Housing fire recently – she wanted to make sure the public is aware of it.
- She asked for an update on EE Waddell Center projects. The HVAC project is complete per the Parks and Recreation monthly report, but she noted that window painting was still in progress. Assistant City Manager Nyki Hardy and Parks and Recreation Director Lisa Kiser replied that the painting project is ongoing due to staffing issues, and that Councilmember Townsend has been periodically updated on progress on projects.
- She inquired if the City knew if the AutoZone drainage pipe replacement has addressed the flooding issue in that area. Per City Manager Michael J. Ferris it seems fixed, although there has not been a heavy rain to confirm it. However, there was back up onto Public Housing property that no longer is there.
- She asked the City Manager to announce the cumulative debris removal that Public Utilities crews have tallied since this summer for the public to be aware. He replied that 90 tons of debris have been removed from right of ways around waterways in the city.

Councilmember Bramlett:

- He announced that the Pfeiffer Board of Trustees met in Albemarle for the first time ever on October 9th. That, coupled with the real estate market building up locally, gives him hope that this is a harbinger of things to come for the City of Albemarle.

CLOSED SESSION

Upon a motion by Councilmember Aldridge, seconded by Councilmember Lowder, unanimously carried, Council approved moving into closed session pursuant to N.C.G.S. 143-318.11(a)(5) Real Estate and N.C.G.S. 143-318.11(a)(6) Personnel.

RETURN TO OPEN SESSION

Upon a motion by Councilmember Aldridge, seconded by Councilmember Hughes and unanimously carried, Council returned to open session. The Mayor stated that a Closed Session was held pursuant to N.C.G.S. 143-318.11(a)(5) Real Estate and N.C.G.S. 143-318.11(a)(6) Personnel.

No Council decisions or actions were taken as a result of the closed session.

Upon a motion by Councilmember Hughes, seconded by Councilmember Whitley, unanimously carried, the meeting was adjourned to Monday, November 2, 2020 at 6:30 p.m. in City Council Chambers.

Print

Title – Consider Conditional Use Permit 20-03 for Bed and Breakfast

Description:

Council will conduct a quasi-judicial hearing to consider request for Conditional Use Permit CUP 20-03: A Request by David M. Scarboro and John T Williams for a Bed and Breakfast located at 343 N Second Street (Tax Record 22196).

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:	
Name:	Description:
<input type="checkbox"/> Quasi-Judicial_CUP_Hearings_(Cheat_Sheet).pdf	Quasi-Judicial CUP Hearings
<input type="checkbox"/> Evaluating_Evidence.pdf	Evaluating Evidence
<input type="checkbox"/> Compiled_Optimized_CUP20-03_343_N_Second_St_TR_22196.pdf	compiled CUP 20-03 documents

APPROVALS:			
Date/Time:	Approval:	Department:	
10/28/2020 4:11 PM	Approved	City Clerk	
10/28/2020 4:11 PM	Approved	Administration	



Quasi-Judicial Hearings for Conditional Use Permit Applications

Common Order:

- **Opening**
 - Swearing in. Applicants, representatives and persons with standings who wish to testify may be sworn in.
 - Description of the Hearing. Describe that the process is quasi-judicial and an evidentiary hearing and how the hearing will proceed:
 - The applicant will present first
 - Other parties with standing present next
 - Non-party, expert witnesses present next
 - Rebuttal from the applicant and other parties
 - Deliberation
 - Decision
 - Description of the Standards. See findings of fact or repeat §92.101(E)(1).
 - Opportunity for recusal:
 - Conflicts of interest Close familial, business, or other associations with the affected person.
 - Disclose Ex Parte Communication: Contact w. party outside the hearing or special knowledge of case.
- **Introduction of the case.** May be done by either City Staff or the Mayor.
- **Applicant presents case.** Burden is on the applicant to prove that they meet standards in §92.101(E)(1).
- **Other parties present**
 - All other parties with standing, generally those receiving notice
 - Burden is on the opponent or supporter to prove or disprove the standards in §92.101(E)(1).
- **Non-party and expert witnesses present**
 - Testimony must be to determine the standards provided in in §92.101(E)(1) have or have not been met.
- **Rebuttal from applicant and other parties**
- **Deliberation**
 - Focus on each of applicable standards - §92.101(E)(1)
 - Every quasi-judicial decision shall be based upon competent (i.e. trustworthy and reliable), material (i.e. related to the standards), and substantial (i.e. sufficient to support a conclusion) evidence in the record.
- 1. The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and provided.

Was sufficient evidence presented by the applicant to determine this? _____

Does the proposed use meet this standard? _____

Is there anything that can be done to make the use better meet this standard? _____

2. The use meets all required conditions and specifications.

Was sufficient evidence presented by the applicant to determine this? _____

Does the proposed use meet this standard? _____

Is there anything that can be done to make the use better meet this standard? _____

3. The use will not substantially injure the value of adjoining or abutting property, or, alternatively, that the use be a public necessity.

Was sufficient evidence presented by the applicant to determine this? _____

Does the proposed use meet this standard? _____

Is there anything that can be done to make the use better meet this standard? _____

4. The proposed use is in harmony with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics.

Was sufficient evidence presented by the applicant to determine this? _____

Does the proposed use meet this standard? _____

Is there anything that can be done to make the use better meet this standard? _____

5. Be in general conformance with adopted plans.

Was sufficient evidence presented by the applicant to determine this? _____

Does the proposed use meet this standard? _____

Is there anything that can be done to make the use better meet this standard? _____

• **Decision**

- Each standard shall have been deliberated individually with findings of fact done for each one, separately.
- Any conditions shall come as part of the deliberation and be tied by finding of fact to a standard.
- Approve, approve with conditions, reject, or continue. Include reasoning for decision.
- Make clear to applicant and Staff the motion prior to voting.

Things to remember:

1. Only those with standing (applicant, property owner, tenant, adjoining property owners, etc) should testify.
2. Outside evidence except from expert witnesses is hearsay and should not be considered.
3. Parties may cross-examine witnesses after the witness testifies when questions are called for.
4. Once hearing is closed, no new evidence may be added to record. Its best to close hearing after deliberations.
5. There **MUST** be evidence to support the claims of the applicant and to approve a CUP.
6. Simple majority - voting includes absent members but excludes empty seats and conflicts



Evaluating Evidence

Courts require that the board’s finding of fact must be supported by “competent, material, and substantial evidence.”¹ A decision that is not supported by substantial evidence in the record is deemed arbitrary and will be invalidated if challenged in court²:

- Evidence is “competent” if it is sufficiently trustworthy and reliable, that is, legally fit and acceptable for consideration by the board (e.g. first-hand knowledge, expert analysis, documents, photos, etc.).
- Evidence is “material” if it shows that one of the standards to be applied will or will not be met. For instance, if the standard at issue is the impact of a project on property values, facts that have no bearing on property value impacts are not material (e.g. The board is considering the impact a fast food restaurant, evidence about the health impacts of a proposed fast food restaurant is not material).
- Evidence is “substantial” if it is relevant and something a reasonable mind would regard as sufficient to support a specific conclusion. In this context, the issue is whether the totality of the evidence received could reasonably support the conclusions reached by the board.

Examples of what is not evidence are:

- mere speculation
- unsubstantiated fears
- vague assertions
- Lay witness/unsupported personal opinion

None of the aforementioned examples of what is not evidence should be relied upon for assessing:

1. Affect on property values.
2. Traffic impact/problems.
3. Other matters where only expert testimony would generally be relied upon.

¹ Humble Oil, 284 N.C. at 468, 202 S.E.2d at 202

² Godfrey v. Zoning Board of Adjustment



ALBEMARLE

NORTH CAROLINA
Water. Air. Land. Opportunity.

CONDITIONAL USE PERMIT #20-03: STAFF ANALYSIS

Application Information	
Application Number: 20-03	
Date of Application: October 20, 2020	
Applicant	David E Scarboro and John T Williams, Jr
Site Address	343 N Second Street (Tax Parcel 22196)
Site Features	Zone Residential Office (R-O)
	Overlays No overlays apply to the parcel
	Size 35,000 square feet or .80 acres
	Current use Single Family Dwelling
Ordinance Request:	<p>92.078(B)(1) All uses permitted in the R-8A Residential District, except Class A manufactured homes on a single lot, including conditional uses.</p> <p>92.076(C)(1) Bed and breakfast homes containing not more than five guest bedrooms, operated full time by the owner-resident in which the length of stay of guests is limited to not more than 30 days and which provides sufficient off street parking to accommodate guests</p>
Ordinance Definition:	<p>92.008 “<u>DWELLING, TRANSIENT.</u>” Any overnight lodging or sleeping accommodations, with or without additional amenities, provided, either at the expense of the patron or other parties, to any member of the general public for a total of no more than thirty (30) consecutive days or sixty (60) total days per calendar year, unless otherwise provided herein. Such dwellings are commonly used on a short term basis by tourists, travelers and other guests or patrons whose primary residence is elsewhere.</p> <p>(2) “<u>BED AND BREAKFAST HOME.</u>” Any private residence that offers up to five rooms as transient dwellings to no more than ten guests on the owner(s) or operator(s)’s primary residence, which may also include breakfast and additional meals to guests at no cost and which provides sufficient off-street parking for all guests. Each room shall include, at a minimum, one private bed or sleeping area and access to shared bathroom facilities for patrons. Such facilities may also host occasional special events, such as weddings, small business meetings and luncheons during regular business hours provided said events are incidental to the primary use.</p>
Meeting Date	<p>Applicant meet with staff June 2020 discuss general plans for a bed and breakfast.</p> <p>Pre-application meeting on Friday, September 18, 2020 as well as October 20, 2020.</p> <p>Planning Staff meet the applicant on site on Friday, October 23, 2020</p>

1. The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.

Applicant Response: The single family dwelling is a 2 story Georgian home 3769 square feet comprising three bedrooms, three and half baths, two sunrooms, living room, dining room, large entry hall, laundry, and kitchen.

All three bedrooms will be used as a B&B. A sunroom can be used as a 4th bedroom if needed for the owner or guest that cannot use stairs. Seven parking spaces on site and there is no reason that using the current structure as a B&B shall have an adverse impact on traffic, public safety, noise, and public health.

Staff Analysis: The potential adverse impacts of additional noise, congestion, and traffic may be negligible. The bed and breakfast would be utilizing the existing residential space. The only increase in use is the addition of on-premises parking spaces. The parcel in question is surrounded by many parcels that have higher or similar uses (i.e. churches, retail, single-family residential, and office).

2. The use meets all required conditions and specifications.

Applicant Response: 2017-2018 permits were pulled by Stokes Construction Co for renovations to the existing house and property. The home is in compliance with state building code and health code regulations for a B&B.

Per 92.076 (C) (1) of City Code, the B&B shall have less than five guest bedrooms, David Scarboro shall be operating the B&B, off-street parking shall be provided and I am willing to create a ledger regarding the 30 day occupancy limit.

Staff Analysis: The renovations being done to the house have been permitted and all relevant parties have been inspecting the site. The bed and breakfast shall comply with zoning regulations regarding owner/operator residency, limits on guest duration, and providing off-street parking.

3. The use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity.

Applicant Response: Upon review of existing fair market value of the adjoining properties, 407 N 2nd just sold for over \$300,000. The investment in 343 and 415 exceeds this value and demonstrates that this will not injure the value of adjoining properties.

Staff Analysis: As the applicant stated, the average value of adjoining properties (excluding First Bank) is \$124,189 with the hall house and grounds being valued at \$278,527 in April 2020.

4. The proposed use is in harmony with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics

Applicant Response: Property will be run by the owner as a bed and breakfast and personal residence of the owner. The B&B shall be available seven days a week. Check in at 3 p.m. and check out at 11 a.m. Breakfast will be provided to the guest. Meals will not be open to the public.

Staff Analysis: The structure is a Georgian era residence built in 1910. The sizing and scale of the structure is congruous with the nearby residential homes on the block. Should all three existing residential rooms be used as a business, the sunroom shall be used by the home owner/occupant. The business will be run by the home owner/operator. Hours of operation will be seven days a week with check in at 3:00 pm and check out at 11:00 am, seven days a week. The application states that grounds of the property shall be used as a venue by guests as an occasional and secondary use to its primary use as a Bed and Breakfast.

5. Be in general conformed with adopted plans

Applicant Response: Property is zoned Residential Office and is outside the city center. Property is in a mixed use neighborhood and low impact commercial area. The 2028 Land Use Plan shows that the site falls under Neighborhood Residential with proximity to city center zoning as well as a neighborhood commercial center.

Staff Analysis: The existing business is in the Residential Office District. City of Albemarle Future Land Use Plan calls for the location to be used as neighborhood residential. Neighborhood residential areas are intended to provide for residential infill development with a wide range of housing types surrounding the Town Center area. Low intensity business uses located in mixed-use buildings or buildings designed and constructed at a residential scale and appearance are also appropriate. Development considerations include the compatibility of infill development with existing building patterns.





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Tracking Information (Staff Only)

Application Number: CUP20-03

Date of Application: 10/20/20

Conditional Use Permit Application

ONLY COMPLETE APPLICATIONS SHALL BE ACCEPTED

Conditional use permit applications are heard by City Council as a quasi-judicial public hearing per §21.72 of city code. Per §92.101(B) of city code it is highly recommended that the applicant meet with pertinent City staff in a pre-application conference prior to the submittal of an application.

The application is a form of written testimony, and used both to show how ordinance considerations are addressed and to provide evidence that the required findings for approval can be made. In addition to the application materials, the applicant may provide any written, drawn, or photographed material to support a request and as permitted by City Council as applicable. Any such additional material submitted will become part of the application, and as such cannot be returned.

✍

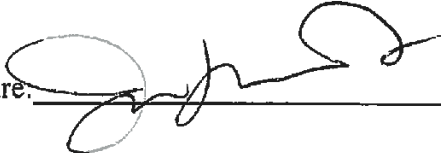
Attendance at the hearing is required. Applicants may represent themselves or may be represented by an individual familiar with their project and quasi-judicial public hearings. If someone other than the applicant is selected to attend the hearing, contact information of said person must be given on this application. The applicant has the burden of proof and must provide sufficient evidence in order for the required findings to be made. The public hearing will allow the applicant and individuals with standing the opportunity to testify in regards to the request. Per §92.101(D)(5) an application may be approved, approved with conditions, continued, or denied. Per §92.101(H) an appeal from the decision of City Council by an aggrieved party shall be made to Stanly County Superior Court in the nature of certiorari no later than 30 days after a written copy of the decision is received by the applicant.

Contact Information: If you have any questions, please contact the City of Albemarle Planning and Development Services Department between 8:00 a.m. and 5:00 p.m. on business days (704) 984-9424.

Applicant Requirements	Applicant Initial	Staff Initial
Pre-application conference		9/18/20 ✍
Completed application and responses with signatures		✍
Fee		✍
Submitted SITE PLAN(full size or 11 x 17, and soft-copy) or PLOT PLAN, as determined by city staff, as applicable		N/A ✍
Responses to findings per §92.101(E)(1)		✍
Responses to considerations per §92.101(E)(2)		✍
Responses to additional findings and/or review factors, as applicable		✍
Floor plan, as applicable		N/A ✍
Elevations, as applicable		N/A ✍

Per §92.101(D)(1) Of city code, an application for a conditional use permit shall be filed by the owner of the property or by an agent specifically authorized by the owner to file such application. Where an agent files the application, the agent shall provide documentation that the owner of the property has authorized the filing of the application. Documentation shall include an official letter from the property owner acknowledging the proposed use that is being sought and ensuring that per §92.101(I)(1) an approved permit shall be recorded in the chain of title so that future purchasers of a property will be fully aware of all conditional use permit stipulations. Each application for a conditional use permit shall contain all required information. Incomplete applications shall not be accepted.

Applicant Information	
Name:	John T Williams, Jr
Contact Person:	
Address:	207 N Second Street
City/State/ZIP:	Albemarle NC 28001
Telephone:	704-322-0115
Email:	john.williams@stanlycountyschools.org

Signature: 

Property Owner Information (if different)	
Name:	David E Scarboro
Contact Person:	
Address:	343 N Second Street
City/State/ZIP:	Albemarle NC 28001
Telephone:	704-438-1950
Email:	daves@pbsweb.net

Signature: 

Agent (if different than applicant)	
Name:	
Contact Person:	
Address:	
City/State/ZIP:	
Telephone:	
Email:	

Signature(if applicable): _____

Property Information	
Site Address: 343 N Second Street, Albemarle NC 28001	
Tax Record Number: 22196	PIN: 654801267455
Deed Book: 1614	Deed Page: 197
Zoning District(s): R-O / Residential Office District	
Current Use: Residential	
Proposed Use: Bed & Breakfast	

Complete and respond to the following with an attachment (suggested), or in the space provided:

Applicant's Name: I, David E Scarboro and John T Williams, Jr., do hereby petition the City of Albemarle for a Conditional Use Permit to allow the following:

92.078 (B) (1) All uses permitted in R-8A Residential District
92.076 (C) (1) Bed and breakfast homes when located not less than 500 feet from the same use.

Section 92.101(E) Standards for Decision:

(1) Before a request for a conditional use permit is granted, City Council must show that all of the following are met:

(a) The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and provided.

The single family dwelling is a 2 story Georgian home 3769 square feet comprising three bedrooms, three and half baths, two sunrooms, living room, dining room, large entry hall, laundry, and kitchen.

All three bedrooms will be used as a B&B. A sunroom can be used as a 4th bedroom if needed for the owner or guest that cannot use stairs. Seven parking spaces on site and there is no reason that using the current structure as a B&B shall have an adverse impact on traffic, public safety, noise, and public health.

(b) The use meets all required conditions and specifications.

2017-2018 permits were pulled by Stokes Construction Co for renovations to the existing house and property. The home is in compliance with state building code and health code regulations for a B&B.

Per 92.076 (C) (1) of City Code, the B&B shall have less than five guest bedrooms, David Scarboro shall be operating the B&B, off-street parking shall be provided and I am willing to create a ledger regarding the 30 day occupancy limit.

- (c) The use will not substantially injure the value of adjoining or abutting property, or, alternatively, that the use be a public necessity.

Upon review of existing fair market value of the adjoining properties, 407 N 2nd just sold for over \$300,000. The investment in 343 and 415 exceeds this value and demonstrates that this will not injure the value of adjoining properties.

- (d) The proposed use is in harmony with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics.

Property will be run by the owner as a bed and breakfast and personal residence of the owner. The B&B shall be available seven days a week. Check in at 3 p.m. and check out at 11 a.m. Breakfast will be provided to the guest. Meals will not be open to the public.

- (e) Be in general conformance with adopted plans.

Property is zoned Residential Office and is outside the city center. Property is in a mixed use neighborhood and low impact commercial area. the 2028 Land Use Plan shows that the site falls under Neighborhood Residential with proximity to city center zoning as well as a neighborhood commercial center.

(2) City Council may approve conditional use applications with additional conditions or requirements based upon the following, so as to assure that the aforementioned criteria have been addressed:

(a) Placement. Specific placement of primary and/or accessory structures and/or uses.

No other structures will be added to the property.

(b) Parking spaces with ingress and egress. Location of on-site parking, designated loading area, and means of ingress/egress for all vehicles including service vehicles.

Seven parking spaces are on site along with street parking. Mr. Scarboro owns the parking lot across the street and one to the north of the Hall house.

(c) Environmental impact. Compliance with laws including, but not limited to, floodplain and watershed regulations.

Environmental impact would be no different than as a residential home.

(d) Screening, buffering, and landscaping. Installation of screening, buffering, fencing, and landscaping where necessary to protect adjacent property.

A complete landscaping of the property was finished this fall, including screening on all three sides of the property. Additional fencing is planned for the rear of the home. Property is surrounded by a brick wall.

(e) Effect on nearby properties. Effects of proposed use on nearby properties, including, but not limited to, the effects of noise, odor, lighting, and traffic.

Noise, odor, lighting, and traffic are expected to be consistent with the adjoining uses and/or single family dwellings.

- (f) Compatibility. The level of general compatibility with nearby properties and impacted neighborhoods, including but not limited to, the appropriateness of scale, design, and use in relationship to other properties.

Subject property is typical in scale, design, and use of a B&B in a Georgian house. A Small sign compatible with 92.031 shall be erected and placed by the front door. Otherwise, the house is comparable to the neighborhood.

- (g) Consistency with policy. Consistency with the City of Albemarle Land Use Plan and applicable area plans, overlay purposes, and zoning district intent in Chapter 92 Zoning Regulations.

2028 Land Use Plan calls for the property to be neighborhood residential. Neighborhood residential allows for "a wide range of housing types" and for "low intensity business uses...designed and constructed at a residential scale and appearance."

- (h) Other factors. Any other review factors which the City Council considers to be appropriate to the property in question.

The guests of the bed and breakfast can hold parties and events in the yard/garden as an occasional and incidental use.

Read and sign below:

In granting a conditional use permit, conditions may be placed to assure that adequate mitigation measures are associated with the use. The conditions shall become part of the conditional use permit approval. Violations of any of the conditions shall be treated in the same matter as other violations of the city code. Furthermore, conditional use permits shall become null and void in any of the following cases per §92.101(F)

- (a) If a building permit and/or commencement of approved use has not been secured within one year after the date of approval by City Council.
- (b) When the conditional use is changed to another use for more than 30 days, other than that for which the conditional use permit was issued or the conditional use is discontinued or ceased for a continuous period of 90 days or more without the re-approval of City Council. Without the re-approval of City Council, the conditional use permit is null and void and continuation of the special use is a violation of this Ordinance.
- (c) If there is an expansion of use without the re-approval of City Council.
- (d) If a substantial violation of the conditions of the permit, as determined by the Planning Director or designee occurs. The addition of language to the conditional use permit regarding such voiding shall not be required.

Applicant Signature



Date:

10/21/2020



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CONDITIONAL USE PERMIT #20-03: ADDITIONAL MATERIALS SUBMITTED BY APPLICANT

I. Nearby Bed and Breakfasts:

- <https://the1891inn.com/> Stanly County, Albemarle
- <https://www.ncbbi.org/inn-list/the-fork-lodge>, Stanly County, Norwood
- 1913 Badin Inn. Stanly County, Badin
- <https://www.facebook.com/ansonville/--> Anson County, Ansonville
- <http://www.ncdreaminn.com> Anson County, Wadesboro
- <https://acrossthepondbandb.com> Rowan County, Salisbury

II. Article quotes:

- <https://www.cardus.ca/comment/article/bed-breakfast-and-community-the-appeal-of-bandbs/>
 - “In the small resort town where I grew up, there are four or five chain hotels out by the interstate that serve business travelers. Those folks rarely venture beyond the off ramp, much less drop any cash into local businesses. But the three B&Bs near the old downtown area bring in the customers who come to town to spend money. The older, often more affluent B&B guest is the one who eats at the nice restaurants, takes in a show at the playhouse and spends money on pricey antiques.”
- <https://www.entrepreneur.com/article/83704>
 - List of Target Markets:
 - **Tourists.** The quintessential vacationers, these are the people who are out for a good time. Visiting amusement parks, national parks and museums, beachcombing, boating, skiing, sightseeing and, of course, shopping are their modus operandi. If you're close to any sort of natural or man-made attraction that brings people in, you've got a great market. The tourist market can be extremely seasonal, depending on your location.
 - **Business travelers.** Whether traveling salespeople or company presidents, business trippers account for a lot of lodging stays. At most recent count, says the Travel Industry Association of America (TIAA), 212 million business trips were taken in a single year, and more and more business travelers are opting for the joys of the B&B over the impersonality of a hotel. If you'll be in an urban locale, business travelers could be a terrific market for you. But you don't have to be based in New York City or Chicago to attract the commercial trade. Many small towns and suburbs boast one or two large corporations that generate a lot of income--and a fair amount of business travel. As an added bonus, business travel, unlike the tourist trade, isn't seasonal.
 - **Romance.** Everyone loves a romantic getaway, and the B&B is its epitome. It's a sizable market--nearly 62 Americans, or 31 percent of all adults, splurged on a romantic weekend or longer in a recently surveyed year, says the TIA. The average traveler, it adds, revved up with two-and-a-half romantic trips during the same year.



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CONDITIONAL USE PERMIT #20-03: ADDITIONAL MATERIALS SUBMITTED BY APPLICANT

- **College or university.** If you're located in a college town, you've got a built-in market, at least during certain times of the year. Football games, homecomings and graduations, not to mention new student orientations and parents' weekends, conferences and other academic or public events can bring visitors in droves. And since many college towns are also small towns with little lodging competition, this market could be yours in which to shine. Keep in mind that your business will be seasonal unless you can augment it with another target market.
- **Locals' extra bedroom.** You might think people who already live in your town wouldn't be interested in your B&B. But you can develop a tidy additional market by promoting yourself to locals as "your extra bedrooms." Somebody is always having a wedding, family reunion or other event for which they invite lots of out-of-town visitors, and then have nowhere to put them up. You can fill the gap.

III. Photographs of the house





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CONDITIONAL USE PERMIT #20-03: ADDITIONAL MATERIALS SUBMITTED BY APPLICANT





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CONDITIONAL USE PERMIT #20-03: ADDITIONAL MATERIALS SUBMITTED BY APPLICANT





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CONDITIONAL USE PERMIT #20-03:
ADDITIONAL MATERIALS SUBMITTED BY APPLICANT





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CONDITIONAL USE PERMIT #20-03:
ADDITIONAL MATERIALS SUBMITTED BY APPLICANT





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CONDITIONAL USE PERMIT #20-03:
ADDITIONAL MATERIALS SUBMITTED BY APPLICANT



PAYMENT SUMMARY RECEIPT

CITY OF ALBEMARLE
144 NORTH SECOND STREET
ALBEMARLE NC 28001

DATE: 10/22/20 CUSTOMER#:
TIME: 15:34:06
CLERK: cpooles

RECPT#: 50906 PREV BAL: 500.00
TP/YR: P/2021 AMT PAID: 500.00
BILL: 50906 ADJSTMNT: .00
EFF DT: 10/22/20 BAL DUE: .00

Misc Cash Receipts

-----TOTALS-----

PRINCIPAL PAID: 500.00
INTEREST PAID: .00
ADJUSTMENTS: .00
DISC TAKEN: .00

AMT TENDERED: 500.00
AMT APPLIED: 500.00
CHANGE: .00

PAID BY: PBSI GRAPHIX
PAYMENT METH: CHECK
PAYMENT REF: 5241

+OWNERSHIP 26556
SCARBORO DAVID E

2020 4/01/2020

PROPERTY DESCRIPTION
HSE 343 N 2ND ST

TAX SUBDIVISIONS
ALBEMARLE TWP
ALBEMARLE

MAP NUMBER 654801267455
CARD NO 1
RECORD NUMBER: 22196
ROUTE 703
LISTER: AGATHINGS 3132020
REVIEW: TE 3122020

PO BOX 1875
ALBEMARLE NC 28002
DEED: 1614 197

343 N SECOND ST

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+-10-+
+-10-+--16--+
:      :      1
:      :      7
1      F      :
:      :      :
G      :      8
2-+-10-+      :
+-13-+--15--+
:      :      :
:      :      :
2      2      8
4      4      8
:      :      :
:      A      :
++13BC-----46-----+
1      D-11-+
1      E      6
+-----28-----+--11-+

```

TOPO LEVEL	STREET PAVED	UTILITY ELECTRIC WATER SEWER	ZONING RO	ACRES	NBHD
			NOTES:01 STHT OVER A & F 01 3RD FLOOR S/F ATTIC		5007

#	LAND CLASS	SIZE	* RATE	*SIZ%*DPT%*ADJ%	=LND-VALUE
1	12NHOME SITE II	180F 200D	141	.75 1.11 1.00	21128

LAND VALUE: 21128

#	OTHER FEAT	SIZE	BASERATE*	SIZ%=	ADJRATE*	UNITS	*OGR%-COND%=OFB-VALU
60	2 BUNFBKGAR	22* 29	26.75	.91	24.342	638	1.30 .50 10095
61	74AGAZEBO	30* 8	18.00	.82	14.760	240	1.65 .10 5260

OTHER VALUE: 15355

FNDATION	XTRFNISH	HEAT&AIR	ROOFMTRL	SIZE/OTY	DPRT:ALTDEPR2
BRICK	FACEBRCK	CNTRLHTA	COMP SHGL	2.06STHT	
	FACEBRCK	FADUCTED		'WALL	
	FACEBRCK	CNTRLHTA		4 BDRM	

DWELLING B AYB 1910 EYB 1980
DIMENSIONS: A-DU28DR15DU2DR14DU6DR16DD8DR1DD28DL46 B-MU2DL13DU24DR13DD24 C-DU2DL10DD11DR28DU9DL18 D-MR18DD3D
R11DU3DL11 E-MR18MD3DD6DR11DU6DL11 F-MU28MR15MU2MR14MU6DU17DR16DD17DL16 G-MU28MR15MU2MR4DU21DR10
DD21DL10 H-MU28MR15MU2MR4MU21DU8DR10DD8DL10

#	STRUCTURE	SKTCH-SF*	STHT	BASERATE	*SIZE%	*WLHT% =	ADJRATE*	AREA*	%CMP =	COST	OG%	OG RCN	-DEPR% -CND% =	FMV
A	01 SINGFAML	1444	2.06	70.50	.7700		54.285	2975	1.00	161497				
	17 CNTRLHTA			2.50			2.500	2975	1.00	7437	(NO QG%)			
	20 FACEBRCK			4.50			4.500	2975	1.00	13387	(NO QG%)			
	20% UNFIN BS			12.00	.7700		9.240	288	1.00	2668				
	3.50 FULL BAT			2500.00			2500.000		1.00	8750				
	3.00 FIREPLAC			3000.00			3000.000		1.00	9000				
B	01 SINGFAML	312	1.00	70.50	.7700		54.285	312	1.00	16936				
	4 FADUCTED							312	1.00		(NO QG%)			
	20 FACEBRCK			4.50			4.500	312	1.00	1404	(NO QG%)			
C	85 STOOP	272	1.00	7.25	1.0000		7.250	272	1.00	1972				
D	81 ENC PRCH	33		24.50	1.2100		29.645	33	1.00	978				
E	80 OPEN POR	66		17.00	1.1200		19.040	66	1.00	1256				
F	01 SINGFAML	272	1.00	70.50	.7700		54.285	272	1.00	14765				
	17 CNTRLHTA			2.50			2.500	272	1.00	680	(NO QG%)			
	20 FACEBRCK			4.50			4.500	272	1.00	1224	(NO QG%)			
G	01 SINGFAML	210	1.00	70.50	.7700		54.285	210	1.00	11399				
	17 CNTRLHTA			2.50			2.500	210	1.00	525	(NO QG%)			
	20 FACEBRCK			4.50			4.500	210	1.00	945	(NO QG%)			
H	85 STOOP	80		7.25	1.2800		9.280	80	1.00	742				
I	96 SF ATTIC	688		8.00	.9800		7.840	688	1.00	5393				
HSF: 3769.00 %COMP: 100										RPCN: 260960 1.30		331567 - .27-	=	242044
STRUCTURE VALUE:										87.97	OGRCN/HSF	64.21	FMV/HSF	242044

VALUATION	VALUE	PREV-VAL.	P-N%	SALE	S-N%	TOTAL VALUE
LAND	21128	21128	100%	MLS		278527
OTHERFEAT	15355	15355	100%	05092013		
STRUCTURE	242044	203317	119%	1450 -148		
TOTAL	278527	239800	116%	190000	0146%	
						APPRAISED-VALUE: 278527



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Certificate of Service

I hereby certify that on 10/21/20, I served a copy of the foregoing notice of a conditional use permit request CUP20-03 of 343 N Second Street tax record 22196 upon the following persons by depositing a true and correct copy thereof in an envelope bearing sufficient postage in the United States mail at Albemarle, North Carolina, addressed as follows:

Tax Record	Owner Name	Mailing Address	City	State	Zip	Physical Address
24431, 6188, 22196, 11775	SCARBORO DAVID E & SCARBORO BRENDA P	PO BOX 1875	ALBEMARLE	NC	28002	330 N SECOND ST, 415 N SECOND ST, 343 N SECOND ST, 407 N SECOND ST
20602	DAVIDSON RITCHIE HEARNE	PO BOX 356	ALBEMARLE	NC	28002	121 MONTGOMERY AV
10437	HATLEY FAMILY LTD PARTNERSHIP	P.O BOX 216	ALBEMARLE	NC	28002	319 N 2ND ST
37582	JAMES W & CAROL DAWN PROUSE	318 N FIRST ST	ALBEMARLE	NC	28001	318 N FIRST ST
26467	SUSAN CHANDLER TAYLOR	PO BOX 65	ALBEMARLE	NC	28002	324 N FIRST ST
6190	SAMUEL K & CHRISTINE D ANDREW	2928 NORITAK E TR	ALBEMARLE	NC	28001	330 N FIRST ST
26469	FIRST CITIZENS BANK & TRUST / ALBEMARLE MAIN 55'	PO BOX 27131	RALEIGH	NC	27611	352 N FIRST ST
30244	FIRST CITIZENS BANK & TRUST CO / ATT T MORRIS	PO BOX 27131	RALEIGH	NC	27611	117 TROY ALEXANDER DR

Staff: E. Sheild

Date: 10/21/20

□ Print

Title – Adam Kiker, LKC Engineering - To Discuss Sanitary Sewer Rehabilitation, Phase 3

Description:

This item was held over from the October 19th meeting. One of the questions asked was the impact on rates. If we were to accept the loan of \$5,538,000 at 1.38% over 20 years, the annual principal and interest payment would be \$322,000. This is equivalent to an across the board water and sewer rate increase of 2.98%. Again, this comparison is in terms of being 100% covered by rates and assumes an equal increase in water and sewer rates, not differing rate changes as we had in 2020.

According to the UNC-CH Environmental Finance Center, as of January 2020, 4,000 gallons of water and sewer usage on the City of Albemarle system costs a combined \$34.74. The median bill for 4,000 gallons of water and sewer usage for the 66 utilities within a 50 mile radius is \$64.55.

The information below was moved forward from the October 19 agenda -

Adam Kiker will discuss a potential change in the scope of Phase 3 gravity sewer rehabilitation to utilize more of the awarded project funds to address the East Albemarle outfall line.

In the Fall of 2019, City Council approved a Clean Water State Revolving Loan funding application for the Phase 3 sanitary sewer rehabilitations project in the amount of \$6,156,000. Subsequently we removed the electrical work at the Wastewater Treatment Plant and the project cost was reduced to \$3,200,000. The City still has access to the full \$6,156,000 funding and we can add the next sewer rehabilitation phase, which is the East Albemarle outfall line. This would bring the total project amount to \$5,538,000 in comparison to the original scope of \$6,156,000, and also allows the City to address the last large sewer rehabilitation project now rather than through a future grant.

This proposal is in alignment with the long-term system improvement plan performed by Chambers Engineering. The Chambers Engineering plan was developed in 2009 and the phases of inflow and infiltration improvements (I&I) we have undertaken over the last several years are in accordance with the plan. Again, this is the last of the large outfall sewer lines to be addressed and can be done within the scope of the approved loan.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> Phase 3 Letter for October 19 2020 CC Meeting.doc	Phase 3 Letter for October 19 2020 CC Meeting

APPROVALS:

Date/Time:	Approval:	Department:	
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Engineering
Landscape Architecture
Surveying

October 12, 2020

Mr. Michael Ferris
City Manager
144 N. Second Street
Albemarle, NC 28001

Re: Sanitary Sewer Rehabilitation, Phase 3
Scope of Gravity Sewer Rehabilitation

Dear Mr. Ferris:

In the fall of 2019, the City Council approved a Clean Water State Revolving Funds funding application for the Phase 3 Sanitary Sewer Rehabilitation project. When the application was submitted, the project consisted of gravity sewer rehabilitation of the West Albemarle outfall and Years 2 and 3 electrical improvements at the wastewater treatment plant according to the 2013 plan developed by Southeastern Consulting Engineers. The Phase 3 project totaled \$6,156,000 in requested funding, and the project was awarded the full amount in loan funds in February of 2020.

Of the total project budget, the cost was split almost evenly between gravity sewer and WWTP electrical, with half of the cost associated with the West Albemarle sewer line rehabilitation, and the other half consisting of the Years 2 and 3 electrical upgrades.

At the June 1st, 2020 Council meeting, we presented results from a wastewater treatment plant process study and the benefit of a comprehensive rehabilitation project at the plant. During the Council meeting, the City voted to remove Years 2 and 3 of the electrical improvements from the Phase 3 project scope as part of the planning for the long-term upgrades at the treatment plant.

Hence, presently the Phase 3 project scope consists of only the West Albemarle gravity sewer rehabilitation, which totals approximately \$3,200,000. The City has access to the full \$6,156,000 in funding from Clean Water State Revolving Funds. The purpose of this letter is to provide an option for the City to utilize more project funds to continue implementation of your long-term plan for sewer rehabilitation.

During the spring and summer of 2020, LKC worked with your staff to deploy sewer flow tracking devices along multiple gravity sewer lines in the City. The flow tracking devices allow us to monitor the sewer flows during dry weather and rainfall events. By strategically locating the trackers, we can observe which sewer lines spike more than others, and how long it takes the spikes to subside, indicating higher levels of inflow and infiltration.

The results of our field work indicate the next most significant gravity sewer line of concern is your 24" East Albemarle outfall. This line extends along Poplin Creek on the south side of the City, eventually following the general direction of NC 24/27 bypass. The flow trackers indicate this line spikes higher and faster than the other major outfalls sampled, and the high flows last longer.

Our staff walked portions of this outfall with your staff, and we observed several locations where the sewer line is constructed directly beside Poplin Creek, with brick manholes located adjacent to the stream bank. During average and high rainfall events, it is likely the water level of the creek rises to submerge the old manholes, resulting in significant inflow events.

In addition to the data observed during the field tests, in 2009 the City prepared a Sanitary Sewer Evaluation Study that evaluated the entire gravity sewer collection system. The study recommended that after the Phases 1, 2, and 3 projects as currently scoped, the next investment (called Phase 4 at that time) be made on the 24" East Albemarle outfall.

If Council is inclined to extend the scope of the Phase 3 gravity sewer rehabilitation to utilize more of the awarded project funds, we recommend investing those funds on the East Albemarle outfall line. Both the field observations of the spring and summer of 2020 and the 2009 Sanitary Sewer Evaluation Study support this area as the next capital improvement following the West Albemarle outfall rehabilitation.

Adding the East Albemarle outfall to the Phase 3 project increases the total project budget from \$3,200,000 (West Albemarle outfall only) up to \$5,538,000.

The funding agency representatives have confirmed they would allow the City to spend up to the full loan amount of \$6,156,000 on gravity sewer rehabilitation.

We are available to discuss this topic further at your convenience, and with your permission we plan to attend the October 19th Council meeting to receive their feedback and direction. If you have any questions, please do not hesitate to contact us at (910) 420-1437 or by email at adam@LKCEngineering.com.

Very Best,
LKC Engineering, PLLC

A handwritten signature in blue ink, appearing to read "Adam P. Kiker".

Adam P. Kiker, P.E.

Print

Title – Autumn Extravaganza Report

Description:

Councilmember Hall asked for a post-event report.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
No Attachments Available	

APPROVALS:

Date/Time:	Approval:	Department:	
10/27/2020 11:23 AM	Approved	City Clerk	
10/27/2020 11:23 AM	Approved	Administration	

Print

Title – Municipal Calendar

Description:

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> Municipal_Calendar_2020-21_November.docx	Municipal Calendar

APPROVALS:

Date/Time:	Approval:	Department:	
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CITY OF ALBEMARLE
MUNICIPAL CALENDAR – 2020/2021

November 2020



- 2 Regular Meeting City Council – 6:30 pm
- 3 Election Day
- 5 Planning/Zoning Board – 7 pm
- 9 ADDC Board of Directors – 12 Noon
- Historic Resources Commission – 6 pm
- 9,10 Fall Strategic Planning Sessions – 4 pm @ Stanly County Senior Center
- 11 City Holiday – Veterans Day
- 16 Regular Meeting City Council – 6:30 pm
- 19 Rocky River RPO TAC meeting – 6 pm (remote via Zoom)
- 24 Stanly County COG Quarterly Meeting – 6:30 pm; COA hosting
- 26-27 City Holiday - Thanksgiving and Day after Thanksgiving
- 28 Christmas Parade @ 4pm / Downtown Open House – 5:30-8:30 pm – tentative/possible cancelation

December 2020



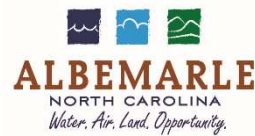
- 3 Planning/Zoning Board – 7 pm
- 7 Regular Meeting City Council – 6:30 pm
- 14 Historic Resources Commission – 6 pm
- Parks and Recreation Advisory Board – 6 pm @ Albemarle Neighborhood Theater
- 21 Regular Meeting City Council – 6:30 pm

December 2020 cont'd



- 24-25,
28 City Holiday - Christmas Eve, Christmas Day, and Day after Christmas

January 2021



- 1 City Holiday – New Year’s Day
- 4 Regular Meeting City Council – 6:30 pm
- 7 Planning/Zoning Board – 7 pm
- 11 ADDC Board of Directors – 12 Noon
- Historic Resources Commission – 6 pm
- 18 City Holiday – Martin Luther King, Jr. Day
- 19 Regular Meeting City Council – 6:30 pm
- 21 Rocky River RPO TAC meeting – 6 pm
- 26 Stanly County COG Liaison Meeting (Norwood) – 6:30 pm

February 2021



- 1 Regular Meeting City Council – 6:30 pm
- 4 Planning/Zoning Board – 7 pm
- 8 ADDC Board of Directors – 12 Noon
- Historic Resources Commission – 6 pm
- 9,10 Winter Strategic Planning Sessions – 4 pm TBD

February 2021 cont'd



15 Regular Meeting City Council – 6:30 pm

17,18 Winter Strategic Planning Sessions – 4 pm TBD

Print

Title – Consider a Request for Payment in Lieu of an Assessment for a Water Line Extension on Dick Street

Description:

Mr. Eric Mauldin desires a water line extension to serve property on Dick Street where there are plans for up to three new single family homes. Mr. Mauldin would like to bypass the formal assessment process and is willing to pay the full extension cost in advance of the project. This is similar to other recently approved requests as it saves the City the expense of proceeding through the formal process, provides the same payment to the City, and saves considerable time for all parties.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:




ATTACHMENTS:	
Name:	Description:
<input type="checkbox"/> Dick_Street_Water_Assessment_Map.pdf	Map
<input type="checkbox"/> Dick_Street_Water_Assessment_Memo.pdf	Memo

APPROVALS:			
Date/Time:	Approval:	Department:	
10/28/2020 4:16 PM	Approved	City Clerk	
10/28/2020 4:18 PM	Approved	Administration	



John M & Ann A Ritchie
 520 Eastwood Park Cir
 Albemarle, NC 28001
 Frontage: 88'

Eric & Darrell Mauldin
 1153 Austin Road
 New London, NC 28127
 Frontage: 88'

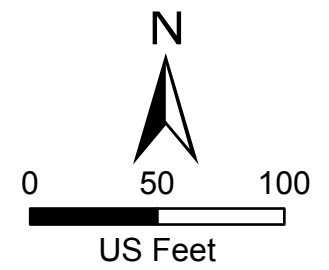
-  Existing Water Line
-  Water Line Extension
-  Tax Parcels

Dick Street Water Main Assessment

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

2020

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere





October 27th, 2020

RE: Dick Street Water Assessment

To Whom It May Concern:

Mr. Eric Mauldin, who is building up to three single family homes on Dick Street, intends to petition the City to extend a water main to service a new single family home. As it currently sits, Mr. Mauldin would have to establish an easement to cross another property and trench under a driveway in order to access the existing water main. For the purpose of maintaining the integrity of the service line, Mr. Mauldin wishes to tap into a water main, more traditionally, where the water main fronts on the property it is serving.

At the time of this letter, with the intention of bypassing the full assessment process that involves adjacent property owners, Mr. Mauldin intends to pay up front in full for the assessment cost of the entire extension to receive the 10% discount. The total road frontage footage of the extension is 88'. The current cost of assessment for a water extension is \$7 per road frontage foot per each side. This provides a total cost of \$1,232. When paid up front and in full, a 10% discount is applied for a final total cost of \$1,108.80.

Sincerely,

Jay Voyles
Development Coordination Specialist
(O) (704) 984-9438
(F) (704) 984-9435

CC: Michael Ferris, Judy Redwine, Bryan Hinson

Print

Title – Piedmont Natural Gas Easement Proposal 333 Pee Dee Avenue

Description:

Consider granting an easement and accepting compensation package for a gas line replacement through the unopened City right of way off of S. 4th St and at the rear of the City of Albemarle property at 333 Pee Dee Ave. This will replace a preexisting line through this right of way.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

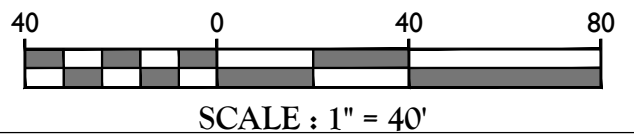
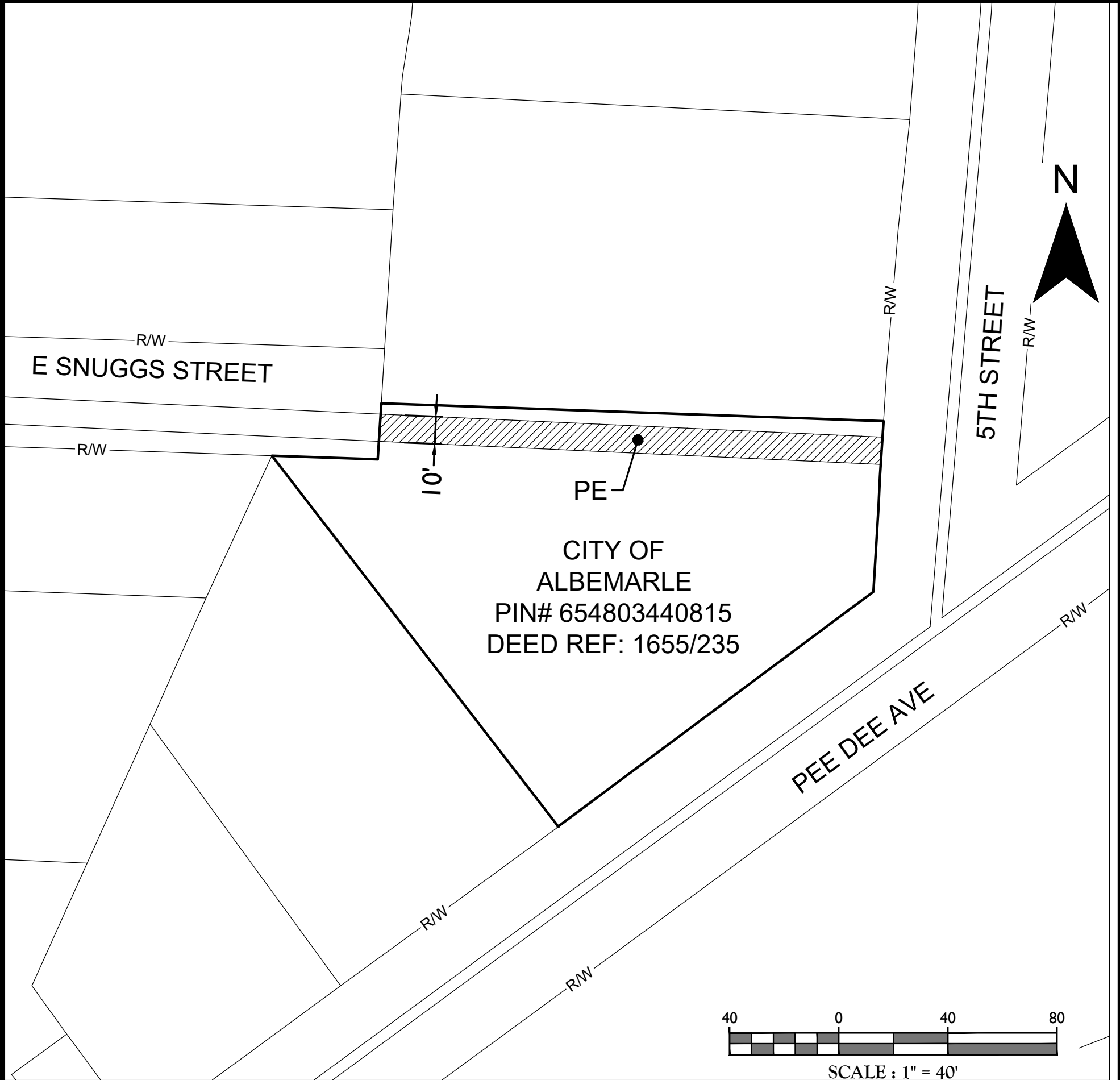
ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> CP_34.2925_Exhibit_REV_(1).pdf	Exhibit
<input type="checkbox"/> CP_34.2925-Easement_(09-24-2020).pdf	Easement
<input type="checkbox"/> CP_34.2925-Total_Compensation_Agreement_(10-08-2020).xlsx	Compensation agreement
<input type="checkbox"/> WWREA_disclosure.pdf	Disclosure

APPROVALS:

Date/Time:	Approval:	Department:	
10/28/2020 4:25 PM	Approved	City Clerk	
10/28/2020 4:25 PM	Approved	Administration	

EXHIBIT "A" -654803440815

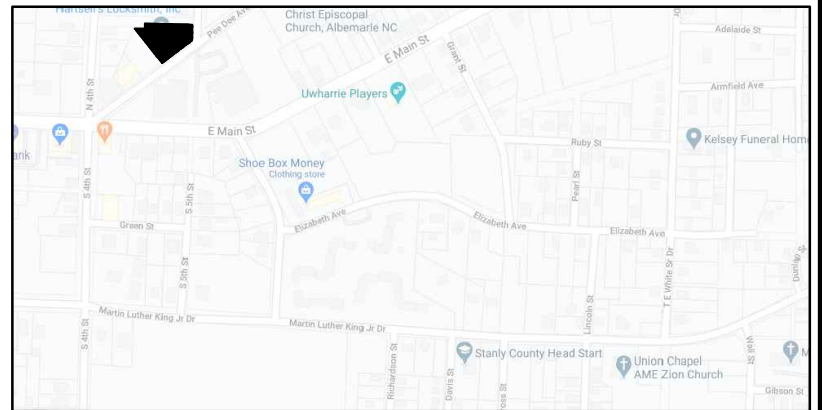


NOTE: PURPOSE OF EXHIBIT IS TO ESTABLISH A UTILITY EASEMENT.

LEGEND

- ROAD CENTERLINE
- PE (PERMANENT EASEMENT)
- TCE (PERMANENT EASEMENT)
- BORE PIT
- PARCELS
- ROAD R/W LINE

BORE PIT AREA (ACRES)	
0.000	
PE (ACRES)	
0.042	
TCE (ACRES)	
0.000	



* THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

DATE 07/31/20
1" = 40'

CITY OF ALBEMARLE
333 PEE DEE AVE
STANLY COUNTY

PIEDMONT NATURAL
GAS COMPANY, INC.

GRANT OF EASEMENT
DISTRIBUTION

Return Recorded Document To: DIVERSIFIED ENERGY SERVICES, INC., 306 COURT SQUARE, SANFORD, NC 27330

STATE OF NORTH CAROLINA
COUNTY OF STANLY

PROJECT NO.: MX5112953
PARCEL ID/ TAX ID NO.: 654803440815

THIS GRANT OF EASEMENT made this ____ day of _____, 2020 from **CITY OF ALBEMARLE a North Carolina Municipal Corporation** (hereinafter designated as "GRANTOR"), to **PIEDMONT NATURAL GAS COMPANY, INC.**, (hereinafter designated as "PIEDMONT").

WITNESSETH

That GRANTOR, for and in consideration of the sum of _____ Dollars \$_____ and other valuable consideration, the receipt of which is hereby acknowledged, hereby expressly bargains, sells, and grants unto PIEDMONT, its successors and assigns, a temporary construction easement (the "TCE") for the purposes described below and a perpetual right of way and easement for the purpose of laying, constructing, installing, maintaining, operating, inspecting, repairing, altering, adding to, upgrading, replacing, relocating, removing, and protecting pipelines and appurtenances for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in the County of Stanly, North Carolina, as described in deed(s) recorded in Book 1655, Page 235, Office of the Register of Deeds for Stanly, County, North Carolina, ("Property").

The perpetual right of way herein granted is ten (10) feet wide, extending five (5) feet on each side of the centerline of the pipeline, the location of which has been mutually agreed upon between GRANTOR and PIEDMONT and is generally depicted and approximated on the attached Exhibit A. The pipeline as actually installed shall determine the centerline of said right of way. Subject to all rights granted to PIEDMONT herein, such right of way shall be the portion of the Property perpetually encumbered by this GRANT OF EASEMENT.

PIEDMONT shall have all rights reasonably necessary for the full use and enjoyment of the rights herein granted, including, without limitation, the free and full right of ingress and egress over and across the aforesaid Property and the right, but not the obligation, to keep said right of way and TCE area cleared of trees, vegetation, undergrowth, buildings, structures, and any other obstructions. GRANTOR shall not construct, nor permit to be constructed, any house, structure, or other obstruction on or over said right of way at any time, nor on or over the TCE area during the term of the TCE.

GRANTOR hereby binds GRANTOR and GRANTOR'S heirs, representatives, successors, and assigns to warrant and forever defend all and singular said premises unto PIEDMONT, its successors and assigns, against the claims of all persons whomsoever.

To have and to hold said right of way and easement unto PIEDMONT, its successors and assigns, perpetually and continuously, or with respect to the TCE, until such time as the TCE terminates pursuant to the terms herein. GRANTOR expressly gives PIEDMONT, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of PIEDMONT, for the uses and purposes expressly stated herein.

IN WITNESS WHEREOF, this GRANT OF EASEMENT has been signed under seal by GRANTOR, as of the date first above written.

GRANTOR:

_____ Sign
_____ Print
_____ Title

STATE OF NORTH CAROLINA
COUNTY OF STANLY

I, _____, a Notary Public for _____ County, North Carolina, certify that _____ personally came before me this day and acknowledged that he (or she) is _____ of The City of Albemarle, a North Carolina corporation, and that he (or she), in such capacity, being authorized to do so, executed the foregoing Grant of Easement on behalf of the corporation.

Witness my hand and official seal this the ___ day of _____, 2020.

[NOTARY SEAL]

_____ Sign
_____ Print
My commission expires: _____



**Total Compensation Agreement for Permanent Easement(s),
Temporary Easement(s), and/or Damages ("Agreement")**

Piedmont Natural Gas Company, Inc. ("Piedmont")

Project Name:	CP Section 34	Project Number:	MX5112953
Project Tract #:	CP_34.2925	Consideration:	\$1,344
Landowner:	City of Albemarle	% Ownership:	100.00%
Pay to the Order of:	City of Albemarle		
Deliver Check To:	C/O Jay Voyles, Planning Department	(704) 984-9438	
	144 N 2nd Street		
	Albemarle, NC 28001	(704) 984-9438	

In consideration of the right(s) of way and/or easement(s) dated _____, 20__ (collectively, "Easement") granted by Landowner to Piedmont, Piedmont agrees to pay Landowner the following amounts:

PER ACRE FAIR MARKET VALUE ("FMV")	\$40,000
---	-----------------

PERMANENT (G662)	Acres	%FMV		
Permanent Easement Area	0.042	80%		\$1,344
Perm. Access Easement Area				\$0
USSE Area				\$0
Flare Site Easement Area				\$0
PERMANENT TOTAL				\$1,344

TEMPORARY (G663)	Acres	%FMV		
TCE Area	0.000	10%		\$0
Temp. Access Easement Area				\$0
TEMPORARY TOTAL				\$0

CROP DAMAGES (G656)	SELECT ONE:		<input type="checkbox"/> Anticipated Damages		<input type="checkbox"/> Post-Construction Damages	
	Type	Acres	Yield per Acre	Price per Yield Unit		
Crops						\$0
Timber			1			\$0
CROP DAMAGE TOTAL						\$0

DAMAGES (G656)	SELECT ONE:		<input type="checkbox"/> Anticipated Damages		<input type="checkbox"/> Post-Construction Damages	
Detailed Description of Damages						
DAMAGES TOTAL						\$0

GRAND TOTAL	\$1,344
--------------------	----------------

Landowner agrees that all terms, provisions, and conditions of this Agreement and the Easement are and shall remain confidential and Landowner agrees not to disclose any such terms, provisions or conditions to any person or entity. Landowner agrees the amounts paid pursuant to this Agreement shall constitute full and final payment for the Easement and any damages, including crops and timber, described above. Landowner understands that trees, shrubs, crops and other landscaping Piedmont removes from the Easement Areas will not be restored or replaced upon completion of its activities on Landowner's property. This Agreement shall be governed by North Carolina law.

Landowner:

Date:

_____ (SIGN) _____

_____ (PRINT)

_____ (SIGN) _____

_____ (PRINT)

Land Agent:

_____ (SIGN) _____

_____ (PRINT)

Blueberries	Pine
Christmas Trees	Hardwood
Corn	
Cotton	
Hay	
Hemp	
Peanuts	
Sod	
Soy	
Strawberries	
Sweet Potatoes	
Tobacco	
Tomatoes	
Wheat	

Working with Real Estate Agents

When buying or selling real estate, you may find it helpful to have a real estate agent assist you. Real estate agents can provide many useful services and work with you in different ways. In some real estate transactions, the agents work for the seller. In others, the seller and buyer may each have agents. And sometimes the same agents work for both the buyer and the seller. It is important for you to know whether an agent is representing you as your agent or simply assisting you while acting as an agent of the other party.

This brochure addresses the various types of agency relationships that may be available to you. It should help you decide which relationship you want to have with a real estate agent. It will also give you useful information about the various services real estate agents can provide buyers and sellers, and it will help explain how real estate agents are paid.

Sellers

Seller's Agent

If you are selling real estate, you may want to “list” your property for sale with a real estate firm. If so, you will sign a “listing agreement” authorizing the firm and its agents to represent you in your dealings with buyers as your seller's agent. You may also be asked to allow agents from other firms to help find a buyer for your property.

Be sure to read and understand the listing agreement before you sign it. Your agent must give you a copy of the listing agreement after you sign it.

Duties to Seller: The listing firm and its agents must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have signed the listing agreement, the firm and its agents may not give any confidential information about you to prospective buyers or their agents without your permission so long as they represent you. But **until you sign the listing agreement, you should avoid telling the listing agent anything you would not want a buyer to know.**

Services and Compensation: To help you sell your property, the listing firm and its agents will offer to perform a number of services for you. These may include • helping you price your property • advertising and marketing your property • giving you all required property disclosure forms for you to complete • negotiating for you the best possible price and terms • reviewing all written offers with you and • otherwise promoting your interests.

For representing you and helping you sell your property, you will pay the listing firm a sales commission or fee. The listing agreement must state the amount or method for determining the commission or fee and whether you will allow the firm to share its commission with agents representing the buyer.

Dual Agent

You may even permit the listing firm and its agents to represent you and a buyer at the same time. This “dual agency relationship” is most likely to happen if an agent with your listing firm is working as a buyer's agent with someone who wants to purchase your property. If this occurs and you have not already agreed to a dual agency relationship in your listing agreement, your listing agent will ask you to amend your listing agreement to permit the agent to act as agent for both you and the buyer.

It may be difficult for a dual agent to advance the interests of both the buyer and seller. Nevertheless, a dual agent must treat buyers and sellers fairly and equally. Although the dual agent owes them the same duties, buyers and sellers can prohibit dual agents from divulging **certain** confidential information about them to the other party. Some firms also offer a form of dual agency called “designated agency” where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each “designated agent” to more fully represent each party.

If you choose the “dual agency” option, remember that since a dual agent's loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the dual agent and • what the agent will be doing for you in the transaction.

Buyers

When buying real estate, you may have several choices as to how you want a real estate firm and its agents to work with you. For example, you may want them to represent only you (as a buyer's agent). You may be willing for them to represent both you and the seller at the same time (as a dual agent). Or you may agree to let them represent only the seller (seller's agent or subagent). Some agents will offer you a choice of these services. Others may not.

Buyer's Agent

Duties to Buyer: If the real estate firm and its agents represent you, they must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have agreed (either orally or in writing) for the firm and its agents to be your buyer's agent, they may not give any confidential information about you to sellers or their agents without your permission so long as they represent you. But **until you make this agreement with your buyer's agent, you should avoid telling the agent anything you would not want a seller to know.**

Unwritten Agreements: To make sure that you and the real estate firm have a clear understanding of what your relationship will be and what the firm will do for you, you may want to have a written agreement. However, some firms may be willing to represent and assist you for a time as a *buyer's agent* without a written agreement. But if you decide to make an offer to purchase a particular property, the agent must obtain a written agency agreement before writing the offer. If you do not sign it, the agent can no longer represent and assist you and is no longer required to keep information about you confidential.

Be sure to read and understand any agency agreement before you sign it. Once you sign it, the agent must give you a copy of it.

Services and Compensation: Whether you have a written or unwritten agreement, a buyer's agent will perform a number of services for you. These may include helping you • find a suitable property • arrange financing • learn more about the property and • otherwise promote your best interests. If you have a written agency agreement, the agent can also help you prepare and submit a written offer to the seller.

A buyer's agent can be compensated in different ways. For example, you can pay the agent out of your own pocket. Or the agent may seek compensation from the seller or listing agent first, but require you to pay if the listing agent refuses. Whatever the case, be sure your compensation arrangement with your buyer's agent is spelled out in a buyer agency agreement before you make an offer to purchase property and that you carefully read and understand the compensation provision.

Dual Agent

You may permit an agent or firm to represent you and the seller at the same time. This “dual agency relationship” is most likely to happen if you become interested in a property listed with your buyer's agent or the agent's firm. If this occurs and you have not already agreed to a dual agency relationship in your (written or oral) buyer agency agreement, your buyer's agent will ask you to amend the buyer agency agreement or sign a separate agreement or document permitting him or her to act as agent for both you and the seller. It may be difficult for a dual agent to advance the interests of both the buyer and seller. Nevertheless, a dual agent must treat buyers and sellers fairly and equally. Although the dual agent owes them the same duties, buyers and sellers can prohibit dual agents from divulging certain confidential information about them to the other party.

Some firms also offer a form of dual agency called “designated dual agency” where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each “designated agent” to more fully represent each party.

If you choose the “dual agency” option, remember that since a dual agent's loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the dual agent and • what the agent will be doing for you in the transaction. This can best be accomplished by putting the agreement in writing at the earliest possible time.

Seller's Agent Working With a Buyer

If the real estate agent or firm that you contact does not offer buyer agency or you do not want them to act as your buyer agent, you can still work with the firm and its agents. However, they will be acting as the seller's agent (or "subagent"). The agent can still help you find and purchase property and provide many of the same services as a buyer's agent. The agent must be fair with you and provide you with any "material facts" (such as a leaky roof) about properties.

But remember, the agent represents the seller-not you-and therefore must try to obtain for the seller the best possible price and terms for the seller's property. Furthermore, a seller's agent is required to give the seller any information about you (even personal, financial or confidential information) that would help the seller in the sale of his or her property. Agents must tell you in writing if they are sellers' agents before you say anything that can help the seller. But **until you are sure that an agent is not a seller's agent, you should avoid saying anything you do not want a seller to know.**

Sellers' agents are compensated by the sellers.

Disclosure of Seller Subagency

(Complete, if applicable)

When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.

Agent's Initials Acknowledging Disclosure: _____

For Buyer/Seller

Agent Name: **Warren P Dumford** _____

License Number: **166758** _____

Firm Name: **Diversified Energy Services, Inc.** _____

Date: **August 31, 2020** _____

Working with Real Estate Agents

Agents must retain this acknowledgment for their files. This is not a contract.

By signing, I acknowledge that the agent named below furnished a copy of this brochure and reviewed it with me.

Buyer or Seller Name (Print or Type): _____

Buyer or Seller Signature: _____

Buyer or Seller Name (Print or Type): _____

Buyer or Seller Signature: _____

Date: _____

Firm Name: **Diversified Energy Services, Inc.** _____

Agent Name: **Warren P Dumford** _____

License Number: **166758** _____

Disclosure of Seller Subagency

(Complete, if applicable)

When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.

Buyer's Initials Acknowledging Disclosure: _____

(Note: This brochure is for informational purposes only and does not constitute a contract for service.)

The North Carolina Real Estate Commission
P.O. Box 17100 Raleigh, North Carolina 27619-7100
919/875-3700
Web Site: www.ncrec.gov REC 3.45 3/1/13

Print

Title – Piedmont Natural Gas Easement Proposal at Elizabeth Heights

Description:

Consider granting an easement and the proposed compensation package for a gas line replacement on the City of Albemarle Public Housing Property, Elizabeth Heights. The request is for the installation of a PNG gas line slightly off the street right of way onto City property, which is the reason for the proposed compensation. The Director of Public Housing has reviewed the request and has no concerns as it relates to our property or operations.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> CP_34.2150-Exhibit A - Housing Auth City of Albemarle (10-07-2020).pdf	Exhibit
<input type="checkbox"/> CP_34.2150-EASEMENT - Housing Auth City of Albemarle (10-07-2020).pdf	Easement
<input type="checkbox"/> CP_34.2150-Total Compensation Agreement (10-08-2020).xlsx	Compensation agreement
<input type="checkbox"/> WWREA_disclosure-1.pdf	Disclosure

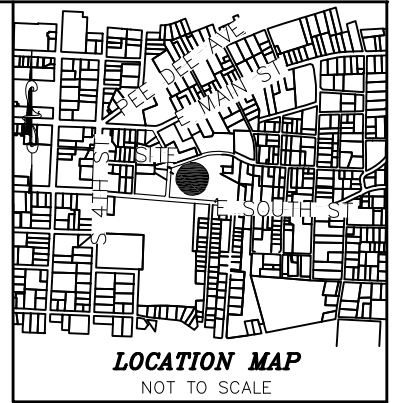
APPROVALS:

Date/Time:	Approval:	Department:	
10/28/2020 4:28 PM	Approved	City Clerk	
10/28/2020 4:31 PM	Approved	Administration	

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT	0.113	4903
TCE	0.223	9702

EXHIBIT A

THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



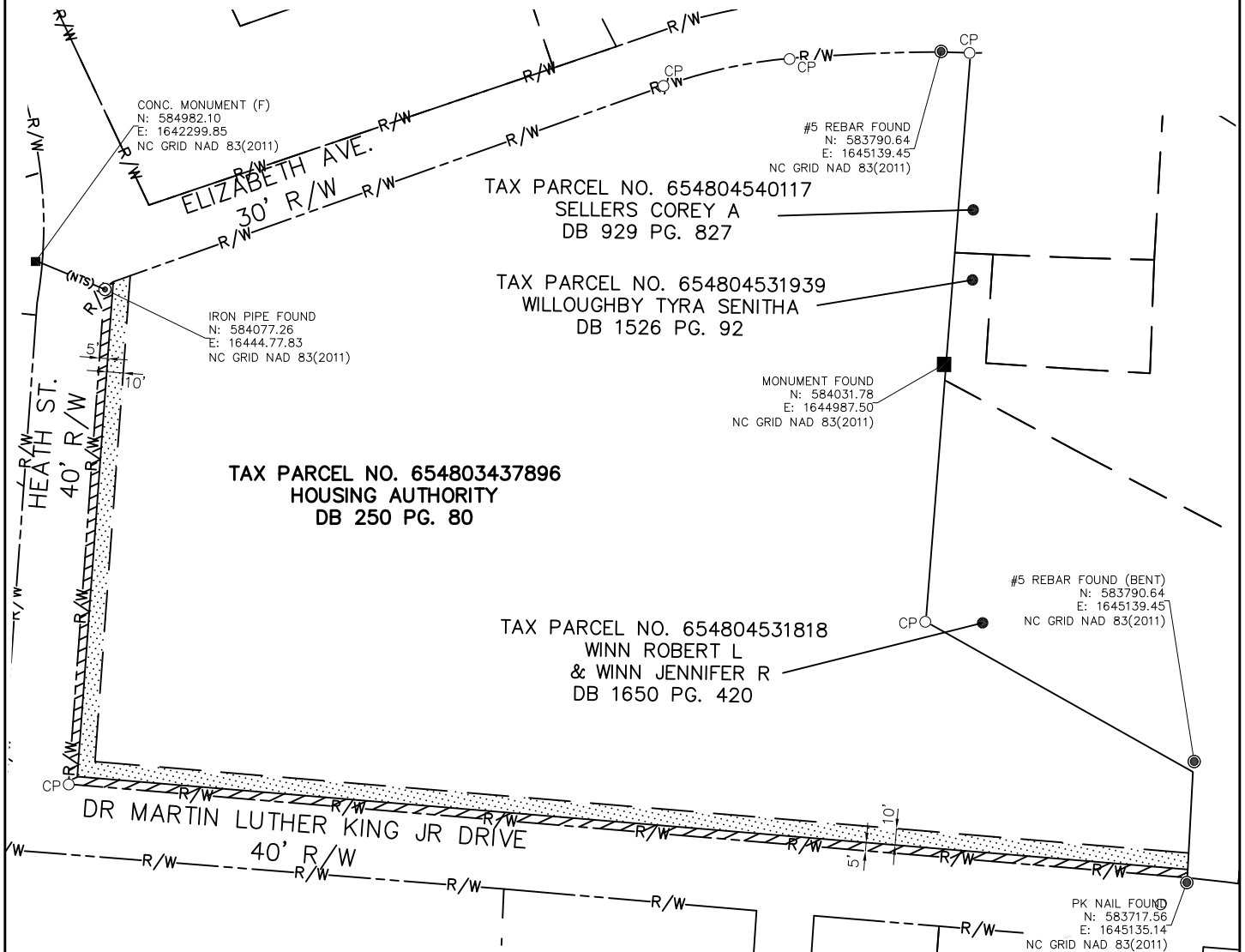
CERTIFICATION

I, JOHN C. GIBSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 250, PAGE 80); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 250, PAGE 80; THAT THE RATIO OF PRECISION IS 1: 10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA 12 N.C.A.C. 56.1600; PURSUANT TO G.S. 47-30 (F)(11)(C)(4) THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3; AND MEETS THE ATTACHMENT RULES OF G.S. 47-30 (M)(1); THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 28 DAY OF AUGUST 2020

JOHN C. GIBSON, PLS L-4818

STATE PLANE COORDINATES AS SHOWN WERE ESTABLISHED BY (METHOD), BASED ON NGS MONUMENTS (REF. MON), THE DATUM IS NAD 83 (2011). THE PROJECT COMBINED FACTOR = 0.999854663 PROJECT COORDINATES ARE LOCALIZED ON PT #20 (NAIL SET) AND HAVE A STATE PLANE VALUE OF OF N:584057.833 E: 1644511.83. VERTICAL DATUM BASED ON NAVD 88



NOTES

- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: PIEDMONT NATURAL GAS
- AREA BY COORDINATE COMPUTATION METHOD.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.

LEGEND

- REBAR FOUND
- ⊙ IRON PIPE FOUND
- CONC. MONUMENT FOUND
- ⊙ COMPUTED POINT (NOT SET)
- TCE TEMPORARY CONSTRUCTION EASEMENT
- USSE UTILITY STATION SITE EASEMENT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- R/W RIGHT OF WAY
- SUBJECT PARCEL
- - - - - SUBJECT EASEMENT
- - - - - R/W STREET RIGHT OF WAY
- - - - - ADJACENT PARCEL
- - - - - EXISTING EASEMENT
- - - - - CENTERLINE
- - - - - TIE LINE

<p>MASER CONSULTING, P.A. 5275 Parkway Plaza Boulevard Suite 100 Charlotte, NC 28217 Phone: 980.245.3161 FIRM NO. C-4042</p>	<p>PIEDMONT NATURAL GAS COMPANY, INC EASEMENT EXHIBIT</p>		<p>DUKE ENERGY® PIEDMONT NATURAL GAS SUBSIDIARY OF DUKE ENERGY 550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361</p>
	<p>EASEMENT ACROSS THE LAND OF HOUSING AUTHORITY</p>		
	<p>DR. MARTIN LUTHER KING JR. DR STANLEY, NORTH CAROLINA</p>		
<p>REVISION</p>	<p>DATE: 09/02/2020 DRAWN BY: LB CHECK BY: MP</p>	<p>SCALE: 1" = 100' SITE #: XXXXXX DEED: D.B. 250, PG. 80</p>	
<p>PROJ. #: 18006947A</p>	<p>TRACT #: XXXXXX</p>	<p>LSC MAP #: XXXXXX-XXXXXX</p>	<p>1 OF 1</p>

GRANT OF EASEMENT
DISTRIBUTION

Return Recorded Document To: DIVERSIFIED ENERGY SERVICES, INC., 306 COURT SQUARE, SANFORD, NC 27330

STATE OF NORTH CAROLINA
COUNTY OF STANLY

PROJECT NO.: MX5112953
PARCEL ID/ TAX ID NO.: 654803437896

THIS GRANT OF EASEMENT made this ____ day of _____ 2020 from the **HOUSING AUTHORITY OF THE CITY OF ALBEMARLE a North Carolina Municipal Corporation** (hereinafter designated as "GRANTOR"), to **PIEDMONT NATURAL GAS COMPANY, INC.**, (hereinafter designated as "PIEDMONT").

WITNESSETH

That GRANTOR, for and in consideration of the sum of _____ Dollars \$_____ and other valuable consideration, the receipt of which is hereby acknowledged, hereby expressly bargains, sells, and grants unto PIEDMONT, its successors and assigns, a temporary construction easement (the "TCE") for the purposes described below and a perpetual right of way and easement for the purpose of laying, constructing, installing, maintaining, operating, inspecting, repairing, altering, adding to, upgrading, replacing, relocating, removing, and protecting pipelines and appurtenances for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in the County of Stanly, North Carolina, as described in deed(s) recorded in Book 1655, Page 235, Office of the Register of Deeds for Stanly, County, North Carolina, ("Property").

The perpetual right of way herein granted is ten (10) feet wide, extending five (5) feet on each side of the centerline of the pipeline, the location of which has been mutually agreed upon between GRANTOR and PIEDMONT and is generally depicted and approximated on the attached Exhibit A. The pipeline as actually installed shall determine the centerline of said right of way. Subject to all rights granted to PIEDMONT herein, such right of way shall be the portion of the Property perpetually encumbered by this GRANT OF EASEMENT.

The TCE herein granted is generally depicted and approximated on the attached Exhibit A (extending 10 feet wide at its widest point and 10 feet wide at its narrowest point). The TCE is for the purposes of performing construction activities and laying, storing, erecting, parking, and/or protecting any equipment, vehicles, materials, fill, components, parts, and tools associated with the construction of Piedmont's natural gas pipelines and appurtenant facilities for which this TCE is given, which may or may not be located on the Property. Piedmont shall have the right, but not the obligation, to install temporary fencing around the TCE area and to exclude all persons, including Grantor, from any fenced portions of the TCE area. The TCE shall terminate upon Piedmont placing all facilities for which this TCE is given in service and the release of Piedmont from its obligations under all permits issued for construction of such facilities including, without limitation, all sedimentation and erosion control permits. Upon completion of construction and all facilities being placed in service, Piedmont shall restore the TCE area to substantially the same condition as it existed prior to Piedmont's entry thereon, ordinary wear and tear excepted. The TCE does not grant Piedmont the right to place any permanent natural gas pipelines or appurtenant facilities in the TCE area.

PIEDMONT shall have all rights reasonably necessary for the full use and enjoyment of the rights herein granted, including, without limitation, the free and full right of ingress and egress over and across the aforesaid Property and the right, but not the obligation, to keep said right of way and TCE area cleared of trees, vegetation, undergrowth, buildings, structures, and any other obstructions. GRANTOR shall not construct, nor permit to be constructed, any house, structure, or other obstruction on or over said right of way at any time, nor on or over the TCE area during the term of the TCE.

GRANTOR hereby binds GRANTOR and GRANTOR'S heirs, representatives, successors, and assigns to warrant and forever defend all and singular said premises unto PIEDMONT, its successors and assigns, against the claims of all persons whomsoever.

To have and to hold said right of way and easement unto PIEDMONT, its successors and assigns, perpetually and continuously, or with respect to the TCE, until such time as the TCE terminates pursuant to the terms herein. GRANTOR expressly gives PIEDMONT, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of PIEDMONT, for the uses and purposes expressly stated herein.

IN WITNESS WHEREOF, this GRANT OF EASEMENT has been signed under seal by GRANTOR, as of the date first above written.

GRANTOR:

_____ Sign

_____ Print

_____ Title

STATE OF NORTH CAROLINA
COUNTY OF STANLY

I, _____, a Notary Public for _____ County, North Carolina, certify that _____ personally came before me this day and acknowledged that he (or she) is _____ of the Housing Authority of The City of Albemarle, a North Carolina Municipal corporation, and that he (or she), in such capacity, being authorized to do so, executed the foregoing Grant of Easement on behalf of the corporation.

Witness my hand and official seal this the ___ day of _____, 2020.

[NOTARY SEAL]

_____ Sign

_____ Print

My commission expires: _____



**Total Compensation Agreement for Permanent Easement(s),
Temporary Easement(s), and/or Damages ("Agreement")**

Piedmont Natural Gas Company, Inc. ("Piedmont")

Project Name:	CP Section 34	Project Number:	MX5112953
Project Tract #:	CP_34.2150	Consideration:	\$1,521
Landowner:	Housing Authority of City of Albemarle	% Ownership:	100.00%
Pay to the Order of:	Housing Authority of City of Albemarle		
Deliver Check To:	C/O Jay Voyles, Planning Department	(704) 984-9438	
	144 N 2nd Street		
	Albemarle, NC 28001	(704) 984-9438	

In consideration of the right(s) of way and/or easement(s) dated _____, 20__ (collectively, "Easement") granted by Landowner to Piedmont, Piedmont agrees to pay Landowner the following amounts:

PER ACRE FAIR MARKET VALUE ("FMV")	\$13,500
---	-----------------

PERMANENT (G662)	Acres	%FMV		
Permanent Easement Area	0.113	80%		\$1,220
Perm. Access Easement Area				\$0
USSE Area				\$0
Flare Site Easement Area				\$0
PERMANENT TOTAL				\$1,220

TEMPORARY (G663)	Acres	%FMV		
TCE Area	0.223	10%		\$301
Temp. Access Easement Area				\$0
TEMPORARY TOTAL				\$301

CROP DAMAGES (G656)	SELECT ONE:		<input type="checkbox"/> Anticipated Damages		<input type="checkbox"/> Post-Construction Damages	
	Type	Acres	Yield per Acre	Price per Yield Unit		
Crops						\$0
Timber			1			\$0
CROP DAMAGE TOTAL						\$0

DAMAGES (G656)	SELECT ONE:		<input type="checkbox"/> Anticipated Damages		<input type="checkbox"/> Post-Construction Damages	
Detailed Description of Damages						
DAMAGES TOTAL						\$0

GRAND TOTAL	\$1,521
--------------------	----------------

Landowner agrees that all terms, provisions, and conditions of this Agreement and the Easement are and shall remain confidential and Landowner agrees not to disclose any such terms, provisions or conditions to any person or entity. Landowner agrees the amounts paid pursuant to this Agreement shall constitute full and final payment for the Easement and any damages, including crops and timber, described above. Landowner understands that trees, shrubs, crops and other landscaping Piedmont removes from the Easement Areas will not be restored or replaced upon completion of its activities on Landowner's property. This Agreement shall be governed by North Carolina law.

Landowner:

Date:

_____ (SIGN) _____

_____ (PRINT)

_____ (SIGN) _____

_____ (PRINT)

Land Agent:

_____ (SIGN) _____

_____ (PRINT)

Blueberries	Pine
Christmas Trees	Hardwood
Corn	
Cotton	
Hay	
Hemp	
Peanuts	
Sod	
Soy	
Strawberries	
Sweet Potatoes	
Tobacco	
Tomatoes	
Wheat	

Working with Real Estate Agents

When buying or selling real estate, you may find it helpful to have a real estate agent assist you. Real estate agents can provide many useful services and work with you in different ways. In some real estate transactions, the agents work for the seller. In others, the seller and buyer may each have agents. And sometimes the same agents work for both the buyer and the seller. It is important for you to know whether an agent is representing you as your agent or simply assisting you while acting as an agent of the other party.

This brochure addresses the various types of agency relationships that may be available to you. It should help you decide which relationship you want to have with a real estate agent. It will also give you useful information about the various services real estate agents can provide buyers and sellers, and it will help explain how real estate agents are paid.

Sellers

Seller's Agent

If you are selling real estate, you may want to “list” your property for sale with a real estate firm. If so, you will sign a “listing agreement” authorizing the firm and its agents to represent you in your dealings with buyers as your seller's agent. You may also be asked to allow agents from other firms to help find a buyer for your property.

Be sure to read and understand the listing agreement before you sign it. Your agent must give you a copy of the listing agreement after you sign it.

Duties to Seller: The listing firm and its agents must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have signed the listing agreement, the firm and its agents may not give any confidential information about you to prospective buyers or their agents without your permission so long as they represent you. But **until you sign the listing agreement, you should avoid telling the listing agent anything you would not want a buyer to know.**

Services and Compensation: To help you sell your property, the listing firm and its agents will offer to perform a number of services for you. These may include • helping you price your property • advertising and marketing your property • giving you all required property disclosure forms for you to complete • negotiating for you the best possible price and terms • reviewing all written offers with you and • otherwise promoting your interests.

For representing you and helping you sell your property, you will pay the listing firm a sales commission or fee. The listing agreement must state the amount or method for determining the commission or fee and whether you will allow the firm to share its commission with agents representing the buyer.

Dual Agent

You may even permit the listing firm and its agents to represent you and a buyer at the same time. This “dual agency relationship” is most likely to happen if an agent with your listing firm is working as a buyer's agent with someone who wants to purchase your property. If this occurs and you have not already agreed to a dual agency relationship in your listing agreement, your listing agent will ask you to amend your listing agreement to permit the agent to act as agent for both you and the buyer.

It may be difficult for a dual agent to advance the interests of both the buyer and seller. Nevertheless, a dual agent must treat buyers and sellers fairly and equally. Although the dual agent owes them the same duties, buyers and sellers can prohibit dual agents from divulging **certain** confidential information about them to the other party. Some firms also offer a form of dual agency called “designated agency” where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each “designated agent” to more fully represent each party.

If you choose the “dual agency” option, remember that since a dual agent's loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the dual agent and • what the agent will be doing for you in the transaction.

Buyers

When buying real estate, you may have several choices as to how you want a real estate firm and its agents to work with you. For example, you may want them to represent only you (as a buyer's agent). You may be willing for them to represent both you and the seller at the same time (as a dual agent). Or you may agree to let them represent only the seller (seller's agent or subagent). Some agents will offer you a choice of these services. Others may not.

Buyer's Agent

Duties to Buyer: If the real estate firm and its agents represent you, they must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have agreed (either orally or in writing) for the firm and its agents to be your buyer's agent, they may not give any confidential information about you to sellers or their agents without your permission so long as they represent you. But **until you make this agreement with your buyer's agent, you should avoid telling the agent anything you would not want a seller to know.**

Unwritten Agreements: To make sure that you and the real estate firm have a clear understanding of what your relationship will be and what the firm will do for you, you may want to have a written agreement. However, some firms may be willing to represent and assist you for a time as a *buyer's agent* without a written agreement. But if you decide to make an offer to purchase a particular property, the agent must obtain a written agency agreement before writing the offer. If you do not sign it, the agent can no longer represent and assist you and is no longer required to keep information about you confidential.

Be sure to read and understand any agency agreement before you sign it. Once you sign it, the agent must give you a copy of it.

Services and Compensation: Whether you have a written or unwritten agreement, a buyer's agent will perform a number of services for you. These may include helping you • find a suitable property • arrange financing • learn more about the property and • otherwise promote your best interests. If you have a written agency agreement, the agent can also help you prepare and submit a written offer to the seller.

A buyer's agent can be compensated in different ways. For example, you can pay the agent out of your own pocket. Or the agent may seek compensation from the seller or listing agent first, but require you to pay if the listing agent refuses. Whatever the case, be sure your compensation arrangement with your buyer's agent is spelled out in a buyer agency agreement before you make an offer to purchase property and that you carefully read and understand the compensation provision.

Dual Agent

You may permit an agent or firm to represent you and the seller at the same time. This “dual agency relationship” is most likely to happen if you become interested in a property listed with your buyer's agent or the agent's firm. If this occurs and you have not already agreed to a dual agency relationship in your (written or oral) buyer agency agreement, your buyer's agent will ask you to amend the buyer agency agreement or sign a separate agreement or document permitting him or her to act as agent for both you and the seller. It may be difficult for a dual agent to advance the interests of both the buyer and seller. Nevertheless, a dual agent must treat buyers and sellers fairly and equally. Although the dual agent owes them the same duties, buyers and sellers can prohibit dual agents from divulging certain confidential information about them to the other party.

Some firms also offer a form of dual agency called “designated dual agency” where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each “designated agent” to more fully represent each party.

If you choose the “dual agency” option, remember that since a dual agent's loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the dual agent and • what the agent will be doing for you in the transaction. This can best be accomplished by putting the agreement in writing at the earliest possible time.

Seller's Agent Working With a Buyer

If the real estate agent or firm that you contact does not offer buyer agency or you do not want them to act as your buyer agent, you can still work with the firm and its agents. However, they will be acting as the seller's agent (or "subagent"). The agent can still help you find and purchase property and provide many of the same services as a buyer's agent. The agent must be fair with you and provide you with any "material facts" (such as a leaky roof) about properties.

But remember, the agent represents the seller-not you-and therefore must try to obtain for the seller the best possible price and terms for the seller's property. Furthermore, a seller's agent is required to give the seller any information about you (even personal, financial or confidential information) that would help the seller in the sale of his or her property. Agents must tell you in writing if they are sellers' agents before you say anything that can help the seller. But **until you are sure that an agent is not a seller's agent, you should avoid saying anything you do not want a seller to know.**

Sellers' agents are compensated by the sellers.

Disclosure of Seller Subagency

(Complete, if applicable)

When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.

Agent's Initials Acknowledging Disclosure: _____

For Buyer/Seller

Agent Name: **Warren P Dumford** _____

License Number: **166758** _____

Firm Name: **Diversified Energy Services, Inc.** _____

Date: **August 31, 2020** _____

Working with Real Estate Agents

Agents must retain this acknowledgment for their files. This is not a contract.

By signing, I acknowledge that the agent named below furnished a copy of this brochure and reviewed it with me.

Buyer or Seller Name (Print or Type): _____

Buyer or Seller Signature: _____

Buyer or Seller Name (Print or Type): _____

Buyer or Seller Signature: _____

Date: _____

Firm Name: **Diversified Energy Services, Inc.** _____

Agent Name: **Warren P Dumford** _____

License Number: **166758** _____

Disclosure of Seller Subagency

(Complete, if applicable)

When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.

Buyer's Initials Acknowledging Disclosure: _____

(Note: This brochure is for informational purposes only and does not constitute a contract for service.)

The North Carolina Real Estate Commission
P.O. Box 17100 Raleigh, North Carolina 27619-7100
919/875-3700
Web Site: www.ncrec.gov REC 3.45 3/1/13

Print

Title – Ordinance 20-29 - To Establish an Alleyway and Parking Renovation Project Budget

Description:

This Ordinance sets a project budget for the renovation project Council is familiar with. The intent of a Project Budget is to track all costs of the project and does not mean the City will see an out-of-pocket expense of this amount. A few items of note:

- This project refers to the entire area between Main Street and King Avenue and between First Street and Second Street. This includes the section of alleyway we acquired from the County and the large area leased from the King Heirs.
- We are seeking a budget amendment to fund the landscaping, resurfacing so we do not take funds from the current year budget and reduce the amount available for street maintenance and preservation, decorative poles, and contingency. Other supplies and materials, labor, and equipment use will not incur additional out-of-pocket expense but need to be tracked as part of the project nonetheless.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

<u>ATTACHMENTS:</u>	
Name:	Description:
<input type="checkbox"/> 20-29.docx	Ordinance 20-29

<u>APPROVALS:</u>			
Date/Time:	Approval:	Department:	
10/28/2020 5:11 PM	Approved	City Clerk	
10/28/2020 5:11 PM	Approved	Administration	

ORDINANCE 20-29

AN ORDINANCE OF THE CITY OF ALBEMARLE, NORTH CAROLINA
ADOPTING A PROJECT BUDGET ORDINANCE RELATING TO THE KING ALLEYWAY RENOVATION

WHEREAS, the Council of the City of Albemarle desires to adopt a budget pursuant to and as provided in NCGS § 159-13.2 relating to the construction and rehabilitation of property known as the KING ALLEYWAY;

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

SECTION 1: The amounts herein set forth are hereby appropriated for the King Alleyway Project as follows:

Construction Materials for paving	\$ 45,000
Landscaping, Professional Services, Benches, mural, etc.	\$ 58,000
In house Labor – General Fund	\$ 75,000
In house Labor – Electric Fund	\$ 40,000
Engineering, Poles, Wires, Materials	\$131,000
Contingency 5%	<u>\$ 17,450</u>
	\$366,450

Section 2: It is estimated revenues will be available to meet the foregoing appropriations as follows:

Private Grant	-\$ 5,000
Inter-fund Transfer from General Fund	-\$173,000
Inter-fund Transfer from Electric Fund	<u>-\$188,450</u>
	-\$366,450

Section 3: The Finance Officer is hereby directed to maintain within the Project fund, sufficient specific detailed accounting records to provide the accounting required by state and local regulations.

This Ordinance was introduced and signed by Councilmember _____, a member of the City of Albemarle, North Carolina on November 2, 2020 was adopted, and ordered published as provided by law.

Member of Council

Dated: _____, 2020

Mayor

Attest: _____
Clerk

Print

Title – Ordinance 20-30 - Budget Amendment to Transfer Funds to the Alleyway and Park Project Budget

Description:

This ordinance adjusts the Operations Budget in General Fund and Electric Fund for expenditures that will cover the King Alleyway Project. It covers the full cost of all contributions (labor, equipment, cash, grants, supplies, materials, etc.) to the project as well as a contingency.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> 20-30.docx	Ordinance 20-30

APPROVALS:

Date/Time:	Approval:	Department:	
10/29/2020 5:05 PM	Approved	City Clerk	
10/29/2020 5:05 PM	Approved	Administration	

ORDINANCE 20-30

AN ORDINANCE TO AMEND FISCAL YEAR 2020-2021 BUDGET

WHEREAS, the Council of the City of Albemarle did on the 1st day of June, 2020 adopt a City Budget for the fiscal year beginning July 1, 2020 and ending June 30, 2021; and

WHEREAS, it is appropriate to amend the expense and revenue accounts in the funds listed for the reason stated;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Albemarle, North Carolina, that in accordance with the authority contained in G.S. 159-15, the following are hereby amended as shown and that the total amounts are herewith appropriated for the purpose shown.

	Account Title	Amount	From	To
Expenditure	Public Works	65,000	3,230,080	3,295,080
	Administration	33,000	1,942,886	1,975,886
	Electric Operations	97,450	30,273,943	30,371,393
Revenue	Appropriated Fund Balance General Fund	-98,000	-800,025	-898,025
	Appropriated Fund Balance Electric Fund	-97,450	-177,830	-275,280

Reason: To increase funding to transfer to King Alleyway Project

This ordinance was introduced and signed by Councilmember _____, a member of the City of Albemarle, North Carolina

Member of Council

This ordinance was introduced and passed its reading at the meeting of Council held on November 2, 2020, was adopted and ordered published as by law provided.

Dated: _____, 2020

Mayor

Attest: _____
City Clerk

Supplementary details:

GF Expenditures

PW Transfer	+\$140,000 (Asphalt, landscaping, professional services, concrete, labor)
PW Salaries	-\$75,000
Admin Transfer	+\$33,000
(net effect on expenditures = +\$98,000)	

GF Revenues

Appropriated FB	+\$98,000
-----------------	-----------

Electric Expenditures

Electric Transfer	+\$188,450
Electric Salaries	-\$40,000
Electric Engineering	-\$11,000
Electric Poles	-\$40,000
(net effect on expenditures (+\$97,450))	

Electric Revenues

Appropriated FB	+\$97,450
-----------------	-----------

Print

Title – Consider Easement to Earnhardt Exchange, LLC

Description:

Mayor Michael has been contacted about the possibility of an easement encroaching onto the sidewalk related to the construction and renovation project at the corner of West Main Street and North First Street.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
-------	--------------

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:	
------------	-----------	-------------	--

Print

Title – Discussion of City Christmas Events

Description:

The Special Events Committee and City staff are recommending the cancelation of the parade and open house due to the continuing concerns and restrictions for COVID-19. Below is a listing of the new planned activities designed to bring attention and customers to the downtown.

- **Virtual tree lighting:** Mayor Michael will ring in the holiday season with the lighting of the Christmas tree in front of Albemarle City Hall. The lighting will also be broadcast live for everyone in the community to enjoy.
- **Letters to Santa:** Kids can write letters to Santa and drop off at the Stanly County Library
- **Holiday Pop Up Shop:** The Main Street Office is again hosting this event at 112 S. 2nd St. (across from Off the Square). The shop will feature several vendors selling handcrafted items, and will again offer FREE gift wrap for ALL downtown store purchases, shopping totes, and other complimentary items. The shop will be open on Saturdays from 10am-2pm, from November 14-December 19.
- **Shopping Bingo:** This two week long activity will target shoppers to get them spending their dollars in downtown stores. This activity will kick off on Small Business Saturday (Nov. 28th) and run through Saturday, Dec. 19th. Similar to the BOO Bingo fall promotion, shoppers will visit participating stores to get their game card stamped. Once a row is filled, the customer brings their card to the ADDC Holiday Pop Up Shop, located at 112 S. 2nd St., to draw for a prize. The ADDC will purchase a variety of gift cards from downtown businesses for customers to draw from.
- **Window Decorating Contest:** Now more than ever, storefront appearance is essential to getting shoppers in the door.
- **Christmas Movies @ the ANT:** On Fridays December 4th, 11th and 18th at 6:30pm, Albemarle Parks & Recreation will feature a family-friendly Christmas movie at the Albemarle Neighborhood Theatre. Before the start of each movie, Santa and Mrs. Claus will take the stage to greet kids and read them a Christmas story. Seating will be limited for COVID compliance, and masks will be mandatory.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
No Attachments Available	

APPROVALS:

Date/Time:	Approval:	Department:	
10/27/2020 8:28 AM	Approved	City Clerk	
10/27/2020 8:29 AM	Approved	Administration	

Print

Title – Adjourn until Monday, November 9, 2020 at 4:00 pm for a Council / Staff Strategic Planning Session

Description:

This meeting will be held at the Stanly County Senior Center in order to allow for a room setup that provides for proper social distancing and better interaction.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
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No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:	
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