

**AGENDA  
REGULAR MEETING  
CITY COUNCIL, CITY OF ASHEBORO  
THURSDAY, NOVEMBER 10, 2016, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Mayor Smith will lead the city's recognition of the Asheboro firefighters who deployed to southeastern North Carolina in the wake of Hurricane Matthew.
4. Consent agenda:
  - (a) Approval of the meeting minutes prepared for the regular city council meeting on October 6, 2016;
  - (b) Approval of the final decision document for land use case no. CUP-16-12;
  - (c) Acknowledgment of the receipt from the Asheboro ABC Board of meeting minutes for September 6, 2016, in addition to the receipt of revised meeting minutes for the board's meeting on August 1, 2016;
  - (d) Approval of a resolution authorizing the execution of an updated law enforcement services contract with the Asheboro ABC Board;
  - (e) Approval of an ordinance to amend the boundaries of the city's primary fire limits;
  - (f) Approval of ordinances to amend the following funds: (i) General Fund, (ii) Airport Improvements Fund, and (iii) Economic Development Fund;
  - (g) Approval to schedule public hearings for December 8, 2016, and to advertise these hearings, concerning the following land use cases:
    - (i) An application to rezone property located at 153 and 175 North Carolina Highway 49 South (portions of Randolph County Parcel Identification Numbers 7750152180 and 7750154162) from R10 Medium-Density Residential zoning to B2 General Commercial zoning; and
    - (ii) An application to rezone property located at 133 and 139 South Church Street (portions of Randolph County Parcel Identification Numbers 7751726479 and 7751725531) from I2 General Industrial zoning to B3 Central Commercial zoning;

- (h) Approval of the temporary closure from 7:00 p.m. to 8:30 p.m. on Friday, December 2, 2016, of the streets indicated on the enclosed parade permit application and map for the Asheboro /Randolph Chamber of Commerce Christmas Parade; and
  - (i) Approval of the temporary closure from 6:00 p.m. to 9:00 p.m. on Friday, December 9, 2016, of the streets indicated on the enclosed parade permit application and map for the annual “Christmas on Sunset” event sponsored by the Asheboro/Randolph Chamber of Commerce Downtown Development Committee.
5. Community Development Director Trevor Nuttall will provide the staff analysis for the following land use cases:
- (a) Public hearing on proposed zoning ordinance and subdivision ordinance text amendments that address the availability of density credits/severable development rights in certain situations where public right-of-way dedications are required; and
  - (b) A request for final plat certification for Olde Towne Village, Phase II, Section II.
6. Public comment period.
7. City Engineer Michael Leonard, PE will present the following items pertaining to the Asheboro Regional Airport along with an unrelated request for voluntary annexation:
- (a) Consideration of a resolution authorizing the execution of an agreement to provide airport hangar space to the Civil Air Patrol;
  - (b) Consideration of a recommendation from the airport authority to select W. K. Dickson & Company, Inc. to provide engineering services for airport improvements during the next 5 years;
  - (c) Consideration of an airport authority recommendation to investigate the use of non-primary entitlement funds to purchase 3 parcels of land;
  - (d) Consideration of a resolution rejecting the sealed bids received for standing timber near the airport and authorizing a new sale process;
  - (e) Update on current airport projects; and
  - (f) A request by Journey Church of the Piedmont, Inc. for the city to annex approximately 4.05 acres of land at 1801 South Fayetteville Street.

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8. Mayor Smith will facilitate a discussion of potential changes in the council's meeting schedule for 2017.
9. Mayor Smith will lead a discussion of upcoming events and items not on the agenda.
10. Adjournment.



Randolph County  
DEPARTMENT OF  
**EMERGENCY SERVICES**

152 N. Fayetteville St  
Asheboro, NC 27203

Ph: 336-318-6946  
Fax: 336-318-6949



***FIRE MARSHAL***

October 19, 2016

To: Mayor David Smith

On behalf of Randolph County Emergency Services, I would personally like to commend the City of Asheboro for your willingness to deploy fire department resources to southeastern North Carolina in the wake of hurricane Matthew.

Chief Roy Wright and his staff's dedication to go above and beyond the call of duty is a true testament of their service and dedication to helping others in times of need. I have also received a personal "Thank You" call from staff in Columbus and Robeson Counties expressing their appreciation for the assistance during their time of dire need.

It is truly an honor to represent Fire Departments from Randolph County who give of their time and resources to "Answer the Call" wherever needed. The City of Asheboro can be proud to have such a fine Fire Department.

Sincerely,

Erik C. Beard

***FIRE MARSHAL***

Randolph County Emergency Services

**REGULAR MEETING  
ASHEBORO CITY COUNCIL  
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING  
THURSDAY, OCTOBER 6, 2016  
7:00 p.m.**

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

Jane H. Redding ) – Council Member Absent

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

**1. Call to order.**

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

Mayor Smith welcomed and recognized cub scouts from Troop 527 who were in attendance.

**2. Silent prayer and pledge of allegiance.**

After a moment of silence was observed in order to allow for private prayer and meditation, the cub scouts from Troop 527 lead everyone in saying the pledge of allegiance.

**3. Consent agenda:**

Prior to Mayor Smith entertaining a motion to approve the consent agenda, Mr. Ogburn noted a correction should be made to consent agenda item (e). The street closure time for the “Trunk or Treat in the Park” event should be 5:00 p.m. to 8:30 p.m., not 6:30 p.m. to 8:30 p.m.

Upon motion by Mr. Bell and seconded by Ms. Carter, Council voted unanimously to approve/adopt the following consent agenda items, with the amendment to item (e) noted in the immediately preceding paragraph. Council Members Bell, Burks, Carter, Moffitt, Snuggs, and Swiers voted in favor of the motion.

**(a) The minutes of the city council’s regular meeting on September 15, 2016.**

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

**(b) A resolution declaring the official intent of the city to purchase certain municipal vehicles and then reimburse the general fund with proceeds from an installment financing contract.**

RESOLUTION NUMBER 29 RES 10-16

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

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

**WHEREAS**, in order to maintain a satisfactory level of municipal services for the citizens of the City of Asheboro, the Asheboro City Council has adopted a budget ordinance for fiscal year 2016-2017 that



The hearing was opened and sworn testimony received during a regular meeting of the Asheboro City Council that was held on September 15, 2016. Having considered all competent evidence and argument, the Council, on the basis of competent, material, and substantial evidence, does hereby enter the following:

FINDINGS OF FACT

1. Kenneth P. Gallimore (the "Applicant") properly submitted an application for a Conditional Use Permit authorizing a land use identified in the Asheboro Zoning Ordinance as motor vehicle repair – major, including retail shoppers' goods (specifically sales of automotive parts).

2. In compliance with the Asheboro Zoning Ordinance (the "AZO"), the Applicant included with the application a site plan showing the proposed land use on a parcel of land owned by the Applicant and his wife, Bridget F. Gallimore. This parcel of land (the "Zoning Lot") is more specifically identified by Randolph County Parcel Identification Number 7761525272.

3. The Zoning Lot is approximately 2.67 acres in size and is located within the city limits of Asheboro at 1431 East Salisbury Street.

4. The Zoning Lot is in a CUI2 (Conditional Use General Industrial) zoning district because of legislative action taken by the Council on September 15, 2016, immediately prior to the Council's deliberations concerning the Applicant's request for a Conditional Use Permit.

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

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

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

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

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

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

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

1. *That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.*
2. *That the use meets all required conditions and specifications.*
3. *That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity, and,*
4. *That the location and character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be*

*located and in general conformity with the plan of development of Asheboro and its environs.*

8. The motor vehicle repair – major land use (also referred to as “motor vehicle repair, major” in the AZO) is defined by the AZO to mean the following:

*Any automotive repairs or servicing not listed under Motor Vehicle Repair, Minor. Further, it is determined to be any structure in which machinery operated by mechanical power is installed which is designed for making major repairs to motor vehicles, or where in making repairs to motor vehicles the mechanical power employed in the operation of any machine or tool exceeds 3-HP or the total mechanical power provided or employed exceeds 15-HP.*

9. The retail shoppers’ goods land use (also referred to as “Retail Sales, Shoppers’ Goods” in the AZO) is defined by the AZO to mean the following:

*Commercial establishments that, supply the more durable and permanent needs of a community, including but not limited to, apparel and footwear stores; appliance stores; art supplies stores; automotive supply stores; book and stationary stores; camera and photography supplies stores; department stores; discount stores; drug stores; farm supplies stores; florists; furniture and home furnishing stores; gift shops; gun and ammunition sales; hardware stores; hobby, toy, and crafts stores; jewelry stores; lawn and garden supply stores; mail order pickup facilities; novelty and souvenir shops; office equipment stores; optician and optical supplies stores; paint and wallpaper stores; pet shop; radio and television sales stores; sporting goods stores; supermarkets; trading stamps redemption stores; and variety stores.*

10. The motor vehicle repair – major and retail shoppers’ goods land uses are permitted uses in the I2 zoning district that is the underlying district for the Conditional Use District in which the Zoning Lot is located.

11. The Zoning Lot has unoccupied structures that were formerly used as part of a rental/sales of heavy equipment land use conducted on the Zoning Lot for a number of years.

12. The surrounding land uses are as follows:

<b>North:</b>	Congregate Living Facility	<b>East:</b>	Place of Worship
<b>South:</b>	Retail Shoppers’ Goods (Randolph Mall)	<b>West:</b>	Single-Family Residential (Undeveloped)

13. With regard to the city’s comprehensive development plans, the Growth Strategy Map identifies the area in which the Zoning Lot is located as a primary growth area, and the proposed land development plan map designates the area as commercial.

14. The Zoning Lot is located at the intersection of East Salisbury Street and Martin Luther King Jr. Drive. Both streets are state-maintained minor thoroughfares.

15. The Zoning Lot was annexed into the city limits on June 6, 2013, but the property is not currently served by either public water or sewer.

16. In the vicinity of the Zoning Lot, East Salisbury Street includes a mix of residential uses, office/institutional uses, commercial uses, and an existing automotive related use that requires industrial zoning.

17. The Applicant proposes to use a portion of the existing principal structure for motor vehicle repair/ body shop work along with two additions totaling 3,203 square feet. A new 7,200-square foot paint building is also proposed for the Zoning Lot in addition to the enclosure of an existing open accessory structure.

18. In addition to the items listed in the preceding paragraph, the site plan shows the proposed enclosure of an existing accessory building with a legal nonconformity due to the encroachment of the building into a required 10-foot front yard setback. This proposed enclosure is permissible under Article 800 of the AZO so long as the Applicant’s actions do not produce a building with dimensions (length, width, height) that encroach further into the required setback. The site plan also notes the possibility of removing the building and constructing a new enclosed structure that would be compliant with city code provisions.

19. The site plan indicates the two existing driveways on East Salisbury Street will be used along with a new driveway on Martin Luther King Jr. Drive.

20. Under the AZO, the required buffering/screening is either a 10-foot Type C screen or a 25-foot Type C buffer adjacent to the residentially zoned (R10) property on the west side of the Zoning Lot. The Applicant is proposing to use a combination of existing vegetation, planted vegetation, and other

screening to meet these requirements. The Applicant also proposes to use existing vegetation to meet the front yard landscaping requirements along Martin Luther King Jr. Drive.

21. The Code of Asheboro generally prohibits outdoor storage of junked motor vehicles and junk materials. No open storage areas of other materials are shown on the site plan. Consequently, such open storage areas will not be permitted.

22. In an effort to ensure the compatibility of the proposed use of the Zoning Lot with surrounding land uses and to ensure future compliance with the AZO, the city planning staff recommended the following conditions for attachment to any Conditional Use Permit that may be issued to the Applicant:

- (A) *The site plan notes a minimum 10' "Type C" Screen on the western boundary of the Zoning Lot, adjacent to residentially zoned property. This "Type C" Screen indicates one (1) evergreen shrub at five (5) feet on center and one (1) evergreen tree at twenty (20) feet on center or an equivalent combination of vegetation and other screening that meets or exceeds the requirements of a "Type C" Screen. Existing vegetation may also count towards meeting screening/buffering requirements. However, should any deficiency in meeting the landscaping requirements occur, additional buffering or screening measures consistent with Section 304A of the Asheboro Zoning Ordinance will be required.*
- (B) *As noted on the site plan, existing vegetation within the front 10' of the Zoning Lot along Martin Luther King Jr. Drive may count towards meeting the front yard landscaping requirements. However, should any deficiency in meeting the front yard landscaping requirements occur, additional plantings will be required to meet, at a minimum, the requirements of Section 308A of the Asheboro Zoning Ordinance.*
- (C) *Notwithstanding information provided on the site plan, if the North Carolina Department of Transportation requires closure or relocation of the driveway entrance on East Salisbury Street that is closest to Martin Luther King Jr. Drive, this closure shall not be considered a modification of the Conditional Use Permit so long as all of the required parking spaces and maneuvering areas are provided on the Zoning Lot.*
- (D) *Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the Zoning Lot owner(s) shall properly execute and deliver to the Zoning Administrator for recordation in the Office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Use Permit in the chain of title for the Zoning Lot.*

23. H.R. Gallimore, who has been a licensed North Carolina broker for 14 years, testified that he did not believe the proposed land use would have an adverse impact on the prices of property adjoining the Zoning Lot.

24. The site plan presented to the Council conforms to the regulations prescribed by the AZO.

25. The Applicant testified that he accepted the conditions suggested by the city planning staff.

26. No testimony was offered in opposition to the Applicant's request for a Conditional Use Permit.

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

#### CONCLUSIONS OF LAW

1. When an applicant has produced competent, material, and substantial evidence tending to establish the existence of the facts and conditions that the AZO requires for the issuance of a Conditional Use Permit, prima facie the applicant is entitled to the permit. A denial of the permit has to be based upon findings contra that are supported by competent, substantial, and material evidence appearing in the record.

2. In this case, the Applicant properly submitted an application for a Conditional Use Permit authorizing a motor vehicle repair – major land use, including a retail shoppers' goods land use (specifically the sale of automotive parts), on the Zoning Lot in a CUI2 zoning district.

3. In light of the evidence and the acceptance by the Applicant of the conditions attached to the Conditional Use Permit by the Council, the Applicant's proposed land use is compliant with the applicable requirements of the Asheboro Zoning Ordinance.

4. On the basis of substantial evidence in the record, the Council has concluded that the proposed land use meets the four general standards for granting the requested Conditional Use Permit.



clerk's office. The said temporary street closure was approved as requested in the application.

- (f) **The temporary closure for a horse parade on Sunday, November 6, 2016, from 3:00 p.m. to 4:00 p.m., of the streets indicated on the attached parade permit application and map.**

The parade permit application for the requested street closure, including a street closure map, was included in the council's materials. Copies of these items are on file in the city clerk's office. The said temporary street closure was approved as requested in the application.

- (g) **The temporary closure for the Veterans Day Parade on Friday, November 11, 2016, from 4:00 p.m. to 5:30 p.m., of the streets indicated on the attached parade permit application and map.**

The parade permit application for the requested street closure, including a street closure map, was included in the council's materials. Copies of these items are on file in the city clerk's office. The said temporary street closure was approved as requested in the application.

- (h) **An ordinance to amend the General Fund.**

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ORDINANCE TO AMEND THE GENERAL FUND FY 2016-2017

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

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

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

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

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

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

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

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

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

Adopted this 6<sup>th</sup> day of October, 2016.

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

ATTEST:

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

- (i) **Approval to schedule public hearings for November 10, 2016, and to advertise these hearings, concerning proposed zoning and subdivision ordinance text amendments that address the availability of density credits when certain public right-of-way dedications are required.**

With the above-stated approval of the consent agenda, the scheduling and advertisement on the above-described applications was approved.

- (j) **Acknowledgement of the receipt of the Monitoring Report from the North Carolina Housing Finance Agency related to the city's 2015 Urgent Repair Program.**

A copy of the above-described report was included in the council's materials. Additionally, a copy of the report is on file in the city clerk's office.

- (k) **A resolution approving amendments to the municipal records retention and disposition schedule for the City of Asheboro.**

RESOLUTION NUMBER 30 RES 10-16

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

[The above-referenced EXHIBITS 1 and 2 are on file and available for inspection in the city clerk's office.]

**4. Community Development Items:**

- (a) **Application (Case No. RZ-16-09) filed by the City of Asheboro to amend zoning ordinance text, specifically including nonconformity provisions pertaining to the allowable expansion of structures with legal non-conforming situations involving setbacks.**

Mayor Smith opened the public hearing on the following request.

Mr. Nuttall utilized a visual presentation in order to give the Council Members an overview of certain proposed text amendments to Article 800 (Nonconformities) of the Asheboro Zoning Ordinance. In essence, the planning staff proposed to update the Asheboro Zoning Ordinance in order to accommodate improvements to existing legally non-conforming structures within the reasonable limits that protect public health, safety, and general welfare. The Land Development Plan encourages continued investment into existing properties, some of which may have setback limitations. The proposed text amendments clarify the intent of the zoning ordinance in regard to expansion of non-conforming structures.

During his presentation, Mr. Nuttall noted the following:

1. The zoning ordinance includes provisions for non-conforming situations, specifically structures that are legally non-conforming due to encroachment into one or more setbacks (including front, side, and rear).
2. Section 804(A)(1) of the zoning ordinance states "except as specifically provided in this subsection, it shall be unlawful for any person to engage in any activity that causes an increase in the extent of nonconformity of a non-conforming situation."
3. In situations in which a structure encroaches into a setback line, allowable expansion is often limited due to the design of the structure, or environmental/site constraints.
4. Section 804(A)(4)(b) of the zoning ordinance prohibits "greater nonconformity with respect to dimensional restrictions such as yard requirements, height limitations, or density requirements."
5. Section 804(A)(2) of the zoning ordinance permits an increase in volume where a nonconforming situation exists if no other provisions regulating nonconforming situations are violated.
6. Text amendments are proposed to address ambiguity in the intent of the provisions regarding the manner in which structures with legal non-conforming situations may be expanded.

The proposed amendment adds a new division (4) to Section 804(A) of the zoning ordinance. The proposed new text is as follows:

Notwithstanding Section 804(A)(3), expansion of a legal non-conforming single-family or two-family principal and/or accessory structure that encroaches into a required setback may be permitted as long as the following criteria are met:

- (a) The expansion is related to a conforming use; and
- (b) The expansion of the legal non-conforming structure does not bring any portion of the structure closer to the zoning lot line.
- (c) The expansion of the legal non-conforming structure does not exceed an increase of more than fifty (50) percent of the linear footage of the existing encroachment. Expansions permitted after the effective date of this ordinance shall cumulatively count towards this calculation; and

- (d) Outside of the context of required yards, the expansion does not create or increase the extent of existing non-conformities, including but not limited to, height and floor area ratio.
- (e) The applicant shall submit a site plan drawn to scale and with sufficient detail to determine property boundaries, measurements, existing structures and other information as necessary to determine compliance of the proposed expansion with this subsection.
- (f) These provisions shall not apply to new structure(s). For purposes of determining the extent of an existing encroachment described in subsection (b) above and allowable expansion of the structure is based on the setback of the structure being expanded and independent of any other structure(s) located on the zoning lot.

The Planning Board concurred with the following planning staff's analysis and recommended approval of the proposed text amendments to the Asheboro Zoning Ordinance.

"Staff contends that the proposed amendments will allow continued investment in certain residential structures that typically are older and nonconforming due to their setback, while recognizing that reasonable limitations on the permissible expansions are necessary to protect the public health, safety, and general welfare.

Staff also believes that the proposed amendments will promote quality design of residential building expansions and architectural continuity allowing additions to be consistent with existing building placement and design.

The proposed provisions allow greater flexibility for residential additions, including those to properties located on environmentally sensitive sites (in flood areas, steep slopes, poor soils, etc.).

Considering these factors, and the need to better clarify the intent the zoning ordinance has on the expansion of legal nonconforming structures, staff believes that the proposed amendments are consistent with the Land Development Plan and are therefore reasonable and in the public interest."

With no comments or opposition from the public, Mayor Smith transitioned to the deliberative phase of the public hearing.

Upon motion by Mr. Bell and seconded by Mr. Swiers, Council voted unanimously to approve the staff's proposed text amendments to the Asheboro Zoning Ordinance as well as adopting the following consistency statement that was initially proposed in the staff report. Council Members Bell, Burks, Carter, Moffitt, Snuggs, and Swiers voted in favor of the motion.

After considering the above factors (excerpt of the analysis from the staff report that is quoted above), and the need to better clarify the intent of the Zoning Ordinance with regard to the expansion of legal nonconforming structures, the proposed text amendments are supported by (consistent with) the Land Development Plan, and are therefore in the public interest in supporting a reasonable use of the property.

A copy of the visual presentation utilized by Mr. Nuttall is on file in the city clerk's office along with a copy of the adopted text amendments.

- (b) **Application (Case No. RZ-16-11) to rezone certain property located at 614 East Dixie Drive (Randolph County Parcel Identification Number 7760068764) from R15 (Low-Density Residential) and CU-B2 (Conditional Use General Commercial) to B2 (General Commercial).**

Mayor Smith opened the public hearing on the following request.

The requested rezoning pertains to approximately 0.52 of an acre out of 1.08 acres of land located at 614 East Dixie Drive that is owned by Jack C. Nance. Randolph County Parcel Identification Number 7760068764 more specifically identifies the parcel of land.

Mr. Nuttall utilized a visual presentation to summarize the planning staff's analysis of the request by the property owner to rezone the above-described parcel of land to B2 (General Commercial) zoning.

The staff report noted the following:

1. East Dixie Drive is a state-maintained boulevard. Emerson Drive is a city-maintained street that is approximately 18 feet in width.
2. The property is inside the city limits. All city services are available.
3. Approximately 0.55 of an acre of the property (totaling 1.08 acres) is currently zone B2. Approximately 0.28 of an acre of the property is zoned CU-B2 (Conditional Use General Commercial) and approximately 0.25 of an acre of the property is zoned R15 (Low-Density Residential). The request is to rezone the entire parcel to B2.
4. The zoning ordinance statement of intent (Section 210) describes the B2 district as "intended to serve the convenience goods, shoppers goods retail and service needs of the motoring public, both local and transient. This district should always be located with access directly to minor thoroughfares or higher classification streets, but never local residential streets."
5. A conditional use permit was issued in 1981 for 0.28 of an acre of land of the rear portion of the property fronting on Emerson Drive, which was for a delivery entrance/exit for the retail use on a portion of the property. Conditions applied to this portion of the property included the requirements for a dense evergreen screen along Emerson Drive, a gate at the Emerson Drive entrance to be closed except for deliveries, prohibition of outdoor displays within 150' of Emerson Drive right-of-way, and a condition concerning outdoor lighting.
6. The requested B2 zoning would permit any use permitted by right in the district on the entire property.

The planning staff recommended denial of the requested rezoning after evaluating the consistency of the requested rezoning with the adopted comprehensive plans, the reasonableness of the request, and whether the requested rezoning was in the public interest. In explaining the recommended denial, the staff stated:

"Staff acknowledges that the Land Development Plan designates the property for commercial use, part of the property facing East Dixie Drive is currently zoned B2, and the property does have access to city services. For these reasons, staff can support expanding commercial zoning to encompass more of the property.

However, we are concerned over the potential for access onto Emerson Drive without an ability to best ensure it can receive the additional traffic volume or minimize impacts on the adjoining residential neighborhood."

The Planning Board disagreed with the weighing of the factors in the staff's analysis and recommendation. Consequently, the Planning Board recommended approval, citing the LDP proposed land use map, growth strategy map, and location outside of watershed/flood areas.

Mr. H.R. Gallimore, a real estate broker for the Applicant, presented comments in support of the requested rezoning.

Mr. Alejandro Cantu who lives near the property in question, presented comments and concerns in regards to potentially negative impacts of the rezoning on neighboring properties.

There being no further comments, Mayor Smith transitioned to the deliberative phase of the hearing.

During discussion, the Council Members expressed their concerns about the proper weighing of the factors involved with this case and the potential impact on adjoining residential property along Emerson Drive.

Mr. Moffitt moved to approve the requested rezoning. This motion was made as a combined motion to grant the requested B2 zoning and to adopt a consistency statement that, like the Planning Board, cited the same goals and policies as the staff (consistency with the Land Development Plan's proposed land use and growth strategy maps as well as the location of the property outside of flood/watershed areas), but the governing board weighed these factors differently. Based on this weighing of the factors, the Council found the request to be reasonable and in the public interest.

Mr. Burks seconded the combined motion, and Mr. Burks, Mr. Moffitt, and Mr. Swiers voted in favor of the motion. Mr. Bell, Ms. Carter, and Ms. Snuggs voted no. In order to break the tie, Mayor Smith voted in favor of the motion to rezone the property. Consequently, the motion was approved.

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

**(c) Application (Case No. CUP-16-12) for a conditional use permit allowing manufacturing, processing, and assembly-light on property located along the north side of East Dorsett Avenue (Randolph County Parcel Identification Number 7750973085) that is in a Conditional Use General Commercial (CU-B2) zoning district.**

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

Mr. Nuttall was placed under oath and presented the planning staff's analysis of the Applicant's request that included a properly submitted site plan for the Conditional Use Permit. The request pertains to approximately 23,674 square feet of land owned by CF Properties, LLC and is more specifically identified by Randolph County Parcel Identification Number 7750973085.

The Applicant, Mr. Bob Crumley on behalf of CF Properties, LLC, is seeking a CUP for light manufacturing in CU-B2 (Conditional Use General Commercial) zoning district in order to legally process hemp plants and seeds into oil and food (manufacturing, processing, and assembly-light).

During his presentation, Mr. Nuttall noted the staff's analysis of the Conditional Use Permit application as follows:

1. The request is for a Conditional Use Permit for manufacturing, processing, and assembly-light in a Conditional Use General Commercial (CU-B2) zoning district, within a new 5,200 square foot building. This use is allowed in the CU-B2 zoning district with a Conditional Use Permit.
2. One access driveway is proposed from East Dorsett Avenue, a city-maintained street.
3. Required parking is based on the number of employees (0.6 spaces per employee). Section 628 of the zoning ordinance states that a maximum of 10 employees may be employed for this use (due to it requiring an SUP/CUP). The applicant is proposing twelve (12) parking spaces, which meet the parking requirement.
4. A small portion of property along the parcel's eastern boundary is identified on GIS as R7.5 (Medium-Density Residential) zoning. However, staff cannot find supporting documentation in the public record to confirm this area of residential zoning. The issue is not a concern for the CUP as the zoning ordinance (Section 103.3) states that when a zoning boundary divides a parcel, the least restrictive zoning (in this case CU-B2) applies to the entire parcel since the R7.5 zoning extends less than fifty (50) feet beyond the zoning boundary.
5. While the LDP's Proposed Land Use Map identifies the subject property Neighborhood Residential, it has been zoned commercial since 1988.
6. Buffering/screening required is either a 10' Type C screen or 25' Type C buffer adjacent to the residentially zoned (R7.5) property on the north and east sides of the property. The applicant is proposing a 10' screen, using a combination of existing vegetation and planted vegetation (consisting of deciduous trees, bamboo, and evergreen vegetation), plus supplementing additional vegetation, as needed to meet these requirements.

Mr. Bob Crumley of CF Properties, LLC was placed under oath and offered testimony in support of the request. This testimony was focused on addressing the four standards for issuance of a Conditional Use Permit. As part of his testimony, Mr. Crumley expressed his agreement with the following conditions that were recommended by the planning staff for attachment to the requested Conditional Use Permit.

1. Consistent with Section 628.5 of the Asheboro Zoning Ordinance, the specific "manufacturing, processing, and assembly, light" use approved shall include lawful processes involving agricultural and food products of a similar intensity to the specific products the applicant identifies as occurring with this use.
2. The site plan notes a 10' Type C screen on the northern and eastern boundaries of the property adjacent to residentially zoned property. This "Type C" screen indicates one (1) evergreen shrub at five (5) feet on center

and one (1) evergreen tree at twenty (20) feet on center or equivalent combination of vegetation and other screening that meets or exceeds the requirements of a "Type C" screen. Existing vegetation may also count towards meeting screening/buffering requirements. However, should any deficiency in meeting the landscaping requirements occur, additional buffering or screening measures consistent with Section 304A of the Asheboro Zoning Ordinance shall be required.

3. The site plan indicates that no outdoor lighting is proposed at this time. If the applicant proposes outdoor lighting at a later date, it shall not be considered a modification requiring a new Conditional Use Permit. Information shall be submitted to city staff demonstrating compliance with Section 317A.1 of the Asheboro Zoning Ordinance (Performance Standards for all Commercial Zoning Districts-Light) for inclusion into the file without further review by City Council.
4. Prior to the issuance of a zoning compliance permit for the proposed land use, the owner(s) of the Zoning Lot shall properly execute and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Use Permit in the chain of title for the Zoning Lot.

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

Upon motion by Mr. Bell and seconded by Mr. Swiers, Council found that the proposed use satisfied the standards for a permit and approved, with the staff recommended conditions, the requested Conditional Use Permit. Council Members Bell, Burks, Moffitt, Snuggs, and Swiers voted in favor of the motion. Council Member Carter voted no.

The formal findings of fact, conclusions of law, and order authorizing the Conditional Use Permit and specifying conditions attached to the permit, will be entered by the Council during regular session on November 10, 2016.

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

**(d) Request to extend time allowed between preliminary and final plat subdivision reviews for Waterford Villas, Phase 2.**

Mr. Nuttall presented a written request from Kevin Jessup of Waterford RE, LLC for an additional twelve month extension of the deadline to submit a final plat review Waterford Villas, Phase 2. A copy of the written request from Mr. Jessup is on file in the city clerk's office.

Upon motion by Mr. Burks and seconded by Ms. Snuggs, Council voted unanimously to approve the requested twelve month extension. Council Members Bell, Burks, Carter, Moffitt, Snuggs, and Swiers voted in favor of the motion.

**(e) Public hearing on the question of amending the boundary of the primary fire limits.**

Mayor Smith opened the public hearing on the question of amending the boundary of the primary fire limits.

Mr. Nuttall utilized a visual presentation to highlight the staff's basis for recommending the amendment of the primary fire limits boundaries to encompass a smaller area. No comments were offered in opposition to the staff proposal.

After considering the information presented during the authorized public hearing, the Council Members expressed their general support for adopting the staff recommendation.

An ordinance reflecting the proposed amendments will be placed on the Council's consent agenda for approving in November 2016.

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

(f) **Consideration of authorizing the execution of documents with the North Carolina Department of Commerce in order to obtain state funding for downtown revitalization as authorized under N.C. Session Law 2016-94.**

Mr. Nuttall described a proposed contract with the North Carolina Department of Commerce for Grant Number 2017-003-1257-1534 that is titled Downtown Revitalization. The project is to be completed by March 2017.

Upon motion by Ms. Carter and seconded by Mr. Bell, Council voted unanimously to authorize the execution of the contract documents with the North Carolina Department of Commerce. Council Members Bell, Burks, Carter, Moffitt, Snuggs, and Swiers voted in favor of the motion.

Copies of the contract documents are on file with the Community Development Division.

(g) **Consideration of authorizing the execution of documents needed to obtain a release of funds letter from the North Carolina Department of Commerce for Community Development Block Grant funding to support the Technimark Rail Spur Project.**

Mr. Nuttall presented and recommended adoption, by reference, of a resolution authorizing city officials to satisfy the conditions attached to funding approval for the Technimark Rail Project.

Upon motion by Mr. Burks and seconded by Mr. Bell, Council voted unanimously to adopt the following resolution by reference.

**RESOLUTION NUMBER** \_\_\_\_\_ **31 RES 10-16** \_\_\_\_\_

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**A RESOLUTION AUTHORIZING CITY OFFICIALS TO SATISFY THE CONDITIONS ATTACHED TO FUNDING APPROVAL FOR THE TECHNIMARK RAIL PROJECT**

**WHEREAS**, the City of Asheboro (the "City") has been awarded an economic development grant in the form of Community Development Block Grant ("CDBG") funding in the amount of \$490,000.00 to assist in providing industrial track for rail service needed by Technimark; and

**WHEREAS**, Technimark has pledged to create 41 full-time jobs as a result of this economic development project; and

**WHEREAS**, the North Carolina Department of Commerce has notified the city that, pursuant to CDBG regulations, no project activities can begin and no funds may be obligated or expended until conditions on the funding approval are satisfied; and

**WHEREAS**, the conditions that have to be satisfied are listed as follows:

1. The Granted Agreement must be executed and returned to the Rural Economic Division, which is a component of the North Carolina Department of Commerce;
2. The Funding Approval must be executed and returned;
3. Two signatory forms must be completed and one returned;
4. A Vendor Electronic Payment form must be completed and returned;
5. A completed copy of the rail agreement must be provided; and

**WHEREAS**, the city council wishes to proceed with this economic development project and has concluded that the funding approval conditions are acceptable;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro, North Carolina that any and all city officials required to take administrative actions to satisfy the conditions attached to the funding approval are hereby authorized to take all of the actions necessary to comply with the applicable CDBG program rules for this economic development project; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Asheboro, North Carolina that the city manager, in his capacity as the municipal corporation's chief executive officer, and the finance director, in her capacity as the municipal corporation's chief financial officer, are authorized signatories for signing requisitions for payment as well as any other required instrument(s) under the CDBG program rules; and





omissions, or conditions that are detrimental to the health, safety, or welfare of the city's inhabitants and the peace and dignity of the city; and

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

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

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

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

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

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

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

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

#### **§ 91.32 REMEDIES AND PENALTIES**

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

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

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

- (E) Each violation of a specific provision of this chapter is considered a separate offense for purposes of this section.
- (F) Each day that a specific violation occurs is considered a separate offense for purposes of this section.
- (G) In addition to the above-listed remedies, domestic animals may be seized and impounded when found at large or as otherwise provided in this chapter. Furthermore, if conditions pose an immediate threat to the health or safety of the animal or the public, the animal control unit is authorized to seize and impound an animal. By way of clarification and not limitation, any animal deemed to be abused in violation of Section 91.20 shall be evaluated by the animal control unit for signs of an immediate threat to the health or safety of the animal, and if such a threat is found to exist, the animal shall be seized in addition to any other remedies and penalties authorized by this Section. When an animal is seized, the following steps, at a minimum, must be taken:
  - (1) The animal control unit, or some other person designated by the chief, shall enter into a seized animal registry maintained by the police department a description of the animal that includes at least the breed, color, and sex of such animal and whether the animal was impounded or processed in some other manner; and
  - (2) Upon seizing an animal, a notice of seizure shall be left with the owner or affixed to the premises. If an animal is not from a particular premises but has an identification tag, the animal control officer shall cause a prompt and reasonable effort to be made to locate and notify the animal's owner.
- (H) Notwithstanding any other provision of this chapter, an animal that cannot be reasonably seized, retrieved, humanely trapped, or tranquilized may be humanely destroyed in the field upon the authorization of the chief; provided, however, an animal attacking a human being or pet may be summarily destroyed

if, in the opinion of animal control, such destruction is necessary for the protection of life or property or for the public health and safety.

- (I) Nothing in this chapter shall be construed to prevent law enforcement officers of any kind from enforcing any of the provisions of this chapter or from exercising their authority as law enforcement officers.
- (J) Nothing in this chapter shall prevent a private citizen from bringing an action to abate a nuisance or from bringing an action for damage, loss, or injury to the private citizen or his or her property resulting from an animal being a nuisance.

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

### **§ 91.31 EXCEPTIONS**

- (A) This chapter shall not apply to the lawful taking of animals under the jurisdiction and regulation of the North Carolina Wildlife Resources Commission; lawful activities of agencies conducting or sponsoring biomedical research or training; lawful activities of any law enforcement canine team in the performance of their duties; or the lawful destruction of any animal for the purpose of protecting domestic animals or humans.
- (B) Veterinary clinics and retail pet stores are not subject to the supplemental animal control regulations prescribed in §§ 91.24 through 91.28 of this chapter. The inapplicability of the supplemental regulations found in this chapter to these businesses does not impair or impact to any degree the applicability to these businesses of any other provision within this chapter or any other federal, state, or local law, ordinance, or regulation, including by way of illustration and not limitation the county animal control ordinance and the Asheboro Zoning Ordinance.
- (C) In compliance with G.S. 160A-203.1, this chapter shall not be construed, interpreted, or enforced in any manner that regulates standards of care for farm animals. For purposes of this subsection, "standards of care for farm animals" includes the following: the construction, repair, or improvement of farm animal shelter or housing; restrictions on the types of feed or medicines that may be administered to farm animals; and exercise and social interaction requirements. For purposes of this subsection, the term "farm animals" includes the following domesticated animals: cattle, oxen, bison, sheep, swine, goats, horses, ponies, mules, donkeys, hinnies, llamas, alpacas, lagomorphs, ratites, and poultry flocks of greater than 20 birds.

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

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

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

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

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

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

ATTEST:

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

**7. Presentation of the proposed purchase agreement for 134 West Wainman Avenue.**

Mr. Leonard presented and recommended adoption, by reference, of a resolution authorizing an offer to purchase approximately 21,356 square feet of land (0.490 of an acre) of land at 134 West Wainman Avenue.

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

**RESOLUTION NUMBER** 33 RES 10-16

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**A RESOLUTION AUTHORIZING AN OFFER TO PURCHASE APPROXIMATELY 21,356 SQUARE FEET (0.490 OF AN ACRE) OF LAND AT 134 WEST WAINMAN AVENUE**

**WHEREAS**, the city currently operates a recycling collection site that is accessed from West Wainman Avenue; and

**WHEREAS**, the majority of the collection activities at this site occur on a single parcel of land at 134 West Wainman Avenue that is approximately 21,356 square feet or 0.490 of an acre in size and is more specifically identified by Randolph County Parcel Identification Number 7751719533 (this parcel of land will be hereinafter referred to as the "Recycling Collection Site"); and

**WHEREAS**, the Recycling Collection Site is owned by the Randolph County Senior Adults Association, Inc., a North Carolina non-profit corporation, (the "Senior Adults Association"); and

**WHEREAS**, the city would like to improve the Recycling Collection Site in order to enhance the recycling services provided to residents of multi-family complexes and businesses that are not in a position to take advantage of the city's curbside recycling services; and

**WHEREAS**, the city strives to avoid making improvements to real property that is not within a permanent public right-of-way or owned by the city in fee simple; and

**WHEREAS**, with the relocation of its operations from West Wainman Avenue to West Salisbury Street, the Senior Adults Association is willing to sell the Recycling Collection Site to the city for the sum of Fifty Thousand and No Hundredths Dollars (\$50,000.00); and

**WHEREAS**, the city council has concluded that, in view of the above-stated recitals and due to the reasonableness of the proposed purchase price, the purchase of the Recycling Collection Site will serve a public purpose and will be in the best interest of the city;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro, North Carolina that the OFFER TO PURCHASE AND CONTRACT attached to this Resolution as EXHIBIT 1, which is hereby incorporated into this Resolution by reference as if copied fully herein, is approved; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Asheboro, North Carolina that the mayor and all other city officials who are required to take specific actions in order for the city to properly acquire the Recycling Collection Site in fee simple are hereby authorized to execute any and all documents and instruments necessary for the acquisition of the Recycling Collection Site in accordance with the terms and conditions of the attached OFFER TO PURCHASE AND CONTRACT.

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

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

ATTEST:

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

**EXHIBIT 1**

**STATE OF NORTH CAROLINA**

**OFFER TO PURCHASE  
AND CONTRACT**

**COUNTY OF RANDOLPH**

The CITY OF ASHEBORO, a North Carolina municipal corporation, (the "Buyer") hereby contracts and agrees to purchase and the RANDOLPH COUNTY SENIOR ADULTS ASSOCIATION, INC., a North Carolina non-profit corporation, (the "Seller") hereby contracts and agrees to sell and convey to the Buyer a parcel of land located in the City of Asheboro at 134 West Wainman Avenue, this parcel of land is identified by Randolph County Parcel Identification Number 7751719533.

The parcel of land to be purchased (the "Recycling Collection Site") was acquired by the Seller by means of a North Carolina Warranty Deed recorded in the office of the Register of Deeds for Randolph County, North Carolina in Deed Book 1976, Page 1004. The Recycling Collection Site is approximately 21,356 square feet, or 0.490 of an acre, in size and is shown as "AREA TO BE ACQUIRED" on a plat of survey titled "Property Acquisition Map for the CITY OF ASHEBORO" that was prepared as Job No. 16-015 by Thomas Scaramastra, Professional Land Surveyor with License Number L-4421. The said property acquisition map is attached to this OFFER TO PURCHASE AND CONTRACT form as ATTACHMENT A, which is hereby incorporated into this offer form by reference as if copied fully herein, and the said map is also recorded in the office of the Register of Deeds for Randolph County, North Carolina in Plat Book \_\_\_\_\_, Page \_\_\_\_\_.

The purchase price for the Recycling Collection Site is Fifty Thousand and No Hundredths Dollars (\$50,000.00).

The terms and conditions of sale are as follows:

1. The Buyer is responsible for obtaining and paying for a title examination and any other studies deemed appropriate by the Buyer in its sole and exclusive discretion. If the results or findings of any such studies or examinations are not acceptable to the Buyer, written notice shall be provided to the Seller. The parties shall make a good faith effort to resolve any unsatisfactory matters disclosed by said studies or examinations. If such unsatisfactory matters cannot be resolved to the satisfaction of the Buyer prior to the closing date referenced below, the Buyer may terminate its offer without any penalty or cost to itself, and the parties shall have no further rights or obligations regarding the sale of the Recycling Collection Site.
2. The Seller shall be responsible for the payment of the following expenses: (i) The preparation of the North Carolina General Warranty Deed specified herein; (ii) Any excise or revenue stamps associated with the conveyance of the real property from the Seller to the Buyer; and (iii) Ad valorem taxes, if any, prorated to the date of closing.
3. The Buyer shall be responsible for the payment of the recording fees charged by the office of the Register of Deeds for Randolph County, North Carolina in order to record the North Carolina General Warranty Deed specified herein. Additionally, the Buyer will pay the closing costs not otherwise assigned to the Seller by this agreement.
4. All deeds of trust, liens, and other charges against the Recycling Collection Site must be paid and cancelled by the Seller prior to or at closing.
5. Title must be delivered by the Seller at closing by means of a North Carolina General Warranty Deed and must be fee simple marketable title, free of all encumbrances and exceptions other than those specifically approved by the Buyer. The deed is to be made to the City of Asheboro, a North Carolina municipal corporation.

6. Closing shall be completed on or before **November 30, 2016. TIME IS OF THE ESSENCE WITH REGARD TO SAID CLOSING DATE.**
7. Iran Divestment Act Certification: In order to comply with statutorily mandated contracting procedures that are applicable to the Buyer as a North Carolina municipal corporation, an Iran Divestment Act certification must be obtained from entities attempting to enter into contracts with the Buyer. Therefore, in compliance with Section 147-86.59 of the General Statutes of North Carolina (the "General Statutes"), the Seller hereby certifies that (i) the Seller is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to Section 147-86.58 of the General Statutes, and that (ii) the Seller will not utilize any contractor/subcontractor identified on the Final Divestment List in connection with the performance of this Contract. The Final Divestment List can be found on the North Carolina State Treasurer's website with resources related to the Iran Divestment Act ([www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran)). The Final Divestment List will be updated every 180 days.
8. This Contract contains the entire agreement of the parties, and there are no representations, inducements, or provisions other than those expressed herein. All changes, additions, or deletions hereto must be in writing and signed by both parties.

**DATE OF OFFER:** \_\_\_\_\_

**CITY OF ASHEBORO ("BUYER"):**

By: \_\_\_\_\_  
David H. Smith, Mayor

ATTEST:

\_\_\_\_\_  
Holly H. Doerr, CMC, NCCMC, City Clerk

This instrument has been preaudited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Deborah P. Reaves, Finance Officer

**DATE OF ACCEPTANCE:** \_\_\_\_\_

**RANDOLPH COUNTY SENIOR  
ADULTS ASSOCIATION, INC.  
("SELLER"):**

By: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Title of Authorized Officer

8. **The City Manager updated the City Council on the following items:**
  - (a) **All-America City Celebration events:**

Mr. Ogburn updated the Council Members on the All-America City celebration events specifically including the successful sale of items containing the All-America City logo at the Asheboro Fall Festival, and he noted that the All-America City team will be the Grand Marshall at the Asheboro Christmas Parade on December 2, 2016.

Additionally, Mr. Ogburn presented a visual consisting of the All-America City logos to be painted on the water tanks located on Church Street and Highway 64. Copies of these visuals are on file in the city clerk's office.

**(b) ICMA TV video:**

Mr. Ogburn presented an informational video featuring the City of Asheboro that was presented on ICMA TV at the national city managers' conference (ICMA conference).

A link for the video will be available for viewing on the city's website

**(c) Update on the potential purchase of Randolph Mall by Hull Property Group:**

Mr. Ogburn highlighted that Hull Property Group has a binding contract to purchase Randolph Mall. Hull Property Group owns 24 malls including, but not limited to, Blue Ridge Mall in Hendersonville, Cleveland Mall in Shelby, New Bern Mall in New Bern, Wilson Mall in Wilson as well as other mall properties in other states. This potential purchase of Randolph Mall is part of the on-going general economic development activities within Asheboro and Randolph County.

**(d) Update on fund raising activities with the YMCA and the Soccer Association for the proposed Zoo City Sports Plex.**

Mr. Ogburn noted that fund raising activities with the YMCA and the Soccer Association for the proposed Zoo City Sports Plex is underway and city staff will update the Council as the project progresses.

**(e) City Manager's upcoming presentation at Chamber of Commerce Retreat.**

Mr. Ogburn reminded the Council Members that the Chamber of Commerce Retreat is scheduled for October 27-30, 2016 in Wilmington, NC. The focus of the retreat will be the Randolph County Strategic Plan, and Mr. Ogburn will be making a presentation in regards to the plan as it pertains to the city.

**9. Mayor Smith announced the following upcoming events:**

- Appreciation for City Police and Randolph County Sheriff's Office in Bicentennial Park on Saturday, October 15, 2016 at 3:00 p.m.
- Downtown Octoberfest on Saturday, October 22, 2016 at Bicentennial Park.
- The annual conference of the North Carolina League of Municipalities will be held in Raleigh from October 23-25, 2016.
- Asheboro/Randolph Chamber of Commerce Planning Retreat will be held on October 27-30, 2016.
- The City of Asheboro Cultural and Recreation Services Departments' "Trick or Treat in the Park" event will be held on Monday, October 31, 2016 from 6:30 p.m. until 8:30 p.m.
- One-Stop early voting will be held on October 20, 2016 through November 5, 2016 at Hillside Shopping Center and at the Randolph County Office Building.

There being no further business the meeting was adjourned at 9:07 p.m.

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Holly H. Doerr, CMC, NCCMC, City Clerk

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David H. Smith, Mayor

**AMENDED****Minutes of the meeting of the Asheboro Alcoholic Beverage  
Control Board held on August 1, 2016**

The Asheboro ABC Board met on August 1, 2016, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

Present were Chair Brooke Schmidly, Board Members Steve Knight and Bob Morrison, and General Manager Rodney Johnson (GM). A quorum being present, the Chair called the meeting to order for the transaction of business and business transacted as follows:

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

The Board reviewed and there being no objection, approved the Minutes from the July 11, 2016, Board meeting.

One member of the public, Sierra Caudill, was present for the meeting and was so recognized by the Board.

Steve Knight and the GM reviewed Board finances and reported all finances remain consistent (sales and expenses). The Board's current bank balances and accounts payable reports were also reviewed. The GM reported that due to an error by the Board's credit card processor, \$4,400.56 in credit card transactions remains outstanding. The GM is working with the processor to correct the deficit.

The Board reviewed an application from Randolph Fellowship Homes to receive grant funds for the treatment of alcoholism or substance abuse or for research or education on alcohol or substance abuse. After discussion, Bob Morrison moved to fund the request from Randolph Fellowship Homes with available 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2016 funds. The motion was approved by the Board.

The Board heard reports from the General Manager concerning the following issues:

1. The GM has been working with the Asheboro Police Department and City Attorney to update the Board's ABC enforcement contract. A final draft will be available for the Board's review at the September Board meeting.
2. Asheboro ABC sales statistics comparing:
  - July 2016 sales with the previous month indicate:
    - An overall -4.6% change (all sales and tax collections)

- July 2016 sales with sales from the same month last year indicate:
  - Retail Sales +.4% (\$231,273.85)
  - Mixed Beverage Sales: -1.5% (\$27,472.61)
  - Sales Tax Collections: +.4% (\$16,207.38)
  - Overall Collections: +.2% (\$274,953.84)
  
- July 2016 bottle sales with bottle sales from the same month last year indicate:
  - Retail Bottle Sales: -2.2%
  - Mixed Beverage Bottle Sales: -11.5%
  - Overall Bottle Sales: -2.8%

The next regular Asheboro ABC Board meeting will be held Tuesday, September 6, 2016, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 10-3-16   
GM

*F. M. Schmidt*  
*Stephen R. Knight*

## **Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on September 6, 2016**

The Asheboro ABC Board met on September 6, 2016, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

Present were Chair Brooke Schmidly, Board Members Steve Knight and Bob Morrison, and General Manager Rodney Johnson (GM). A quorum being present, the Chair called the meeting to order for the transaction of business and business transacted as follows:

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

The Board reviewed and there being no objection, approved the Minutes from the August 1, 2016, Board meeting.

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

During a review of the FY 2015-16 Audited Financial Statements, submitted by the Board's independent auditor, it appeared some errors were present. The Board directed the GM contact the auditing CPA to seek clarification and correction if needed.

The Board reviewed the proposed ABC Law Enforcement Contract with the city. Bob Morrison requested language be included which clarified the Board's desire that random compliance checks be totally random without regard to any other criteria. The Board directed the GM consult with the City Attorney concerning the random terminology. Upon motion by Bob Morrison and contingent upon inclusion of the random terminology, the Board approved that the Chair sign and enter into the contract with the city.

The Board heard reports from the General Manager concerning the following issues:

1. The City of Asheboro has reappointed Brooke Schmidly to another two- year term as Chair of the Asheboro ABC Board.
2. Asheboro ABC sales statistics comparing:
  - August 2016 sales with the previous month indicate:
    - An overall +.5% change (all sales and tax collections)
  - August 2016 sales with sales from the same month last year indicate:
    - Retail Sales +4.3% (\$230,099.45)
    - Mixed Beverage Sales: +10.5% (\$29,976.70)
    - Sales Tax Collections: +4.3% (\$16,125.16)
    - Overall Collections: +4.91% (\$276,201.31)

- August 2016 bottle sales with bottle sales from the same month last year indicate:
  - Retail Bottle Sales: -+1.5%
  - Mixed Beverage Bottle Sales: +17.7%
  - Overall Bottle Sales: +2.4%

The next regular Asheboro ABC Board meeting will be held Monday, October 3, 2016, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 103-16   
GM

*J. MunkelSchmid*  
*Stephen R. Knight*

**RESOLUTION NUMBER \_\_\_\_\_**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**A RESOLUTION APPROVING AN UPDATED LAW ENFORCEMENT SERVICES CONTRACT WITH THE ASHEBORO ABC BOARD**

**WHEREAS**, Section 18B-501 of the North Carolina General Statutes provides that a local ABC board must either hire one or more ABC enforcement officers or contract with a local law enforcement agency to enforce the ABC laws within the local law enforcement agency’s territorial jurisdiction; and

**WHEREAS**, the term “ABC laws” means (a) the statutes found in Chapter 18B of the General Statutes of North Carolina, which pertains to the regulation of alcoholic beverages; (b) the statutes found in Article 2C of Chapter 105 of the General Statutes of North Carolina, which pertains to alcoholic beverage license and excise taxes; and (c) the rules issued by the North Carolina Alcoholic Beverage Control Commission under the authority of Chapter 18B of the General Statutes of North Carolina; and

**WHEREAS**, dating back to November 2008, the Asheboro ABC Board (the “ABC Board”) has contracted with the City of Asheboro (the “City”) for the enforcement of the ABC laws due to the ABC Board’s continuing opinion that contracting with the City for such law enforcement services enables the ABC Board to use its law enforcement funds in the most efficient manner; and

**WHEREAS**, also dating back to November 2008, the City’s governing board has maintained the continuing belief that the public health and safety goals of the City and its police department would be furthered by entering into a contract with the ABC Board for the City’s police department to enforce the ABC laws within the department’s territorial jurisdiction; and

**WHEREAS**, the ABC Board and the City have mutually agreed that the initial law enforcement services contract executed in November 2008 should be updated to reflect the current state of the ABC laws and the best practices for the enforcement of these laws; and

**WHEREAS**, the new law enforcement services contract jointly drafted by staff members for the ABC Board and the City has been attached hereto as EXHIBIT 1 and is hereby incorporated into this Resolution by reference as if copied fully herein;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro, North Carolina that the contract attached hereto as EXHIBIT 1 is hereby approved; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Asheboro, North Carolina that the city manager is hereby authorized and directed to execute the said contract on behalf of the City.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 10<sup>th</sup> day of November, 2016.

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

ATTEST:

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

# **EXHIBIT 1**

STATE OF NORTH CAROLINA

ABC LAW ENFORCEMENT SERVICES

COUNTY OF RANDOLPH

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF ASHEBORO**, a North Carolina municipal corporation, (the “**City**”) and the **ASHEBORO ABC BOARD**, a local ABC board that may transact business as a corporate body pursuant to Section 18B-702(a) of the North Carolina General Statutes, (the “**ABC Board**”).

**WITNESSETH:**

**WHEREAS**, Section 18B-501 of the North Carolina General Statutes provides that the ABC Board must either hire one or more ABC enforcement officers or contract with a local law enforcement agency for the enforcement of the ABC laws within the local law enforcement agency’s territorial jurisdiction; and

**WHEREAS**, on November 10, 2008, the City and the ABC Board entered into and have since maintained an *ABC LAW ENFORCEMENT SERVICES* contract (the “**Initial Contract**”); and

**WHEREAS**, by mutual agreement, the City and the ABC Board desire to enter into a new agreement (the “**Extension Contract**”) that will supersede the Initial Contract; and

**WHEREAS**, the ABC Board is required to expend at least five percent (5%) of its profits for ABC law enforcement; and

**WHEREAS**, the ABC Board is of the opinion that continuing the contractual relationship with the City under the terms and conditions of the Extension Contract would constitute the most efficient use of the board’s ABC law enforcement funds; and

**WHEREAS**, the City is of the opinion that the public health and safety goals of the municipal police department (the “**APD**”) would be furthered by entering into the Extension Contract so as to provide, on behalf of the ABC Board, continuing ABC law enforcement services in accordance with the terms and conditions of the updated agreement.

**NOW, THEREFORE, IT IS AGREED** as follows:

**ABC Law Enforcement Services**

On behalf of the ABC Board, the APD shall provide ABC law enforcement services, which are more fully described below, (the “**Contracted Services**”) within the territorial boundaries of the City of Asheboro. Pursuant to Section 18B-501(f1) of the North Carolina General Statutes, the APD shall report to the ABC Board, by the fifth business day of each month, on a form developed by the North Carolina Alcoholic Beverage Control Commission (the “**Commission**”), the following data for the officer assigned by the APD to deliver the Contracted Services:

- (1) The number of arrests made for ABC law, Controlled Substance Act, or other violations, by category, at ABC permitted outlets.
- (2) The number of arrests made for ABC law, Controlled Substance Act, or other violations, by category, at other locations.
- (3) The number of agencies assisted with ABC law or controlled substance related matters.
- (4) The number of alcohol education and responsible server programs presented.

In addition to assigning an officer to provide the documented law enforcement services contemplated by the above-referenced Commission form, the APD will give priority to the following specific requests that are also deemed to be within the scope of the Contracted Services:

- (a) Security for ABC store employees as they exit the premises at closing time.
- (b) Escorts for ABC Board employees making bank deposits. Such escorts shall extend from the time the employee(s) transporting the bank deposit exit the store until such time as the transaction is completed. A telephonic request for such an escort shall be made of the APD at least one hour prior to the scheduled departure time for the bank deposit.
- (c) Inspections of businesses that have been permitted for mixed beverages are to be conducted to ensure compliance with the ABC laws and the rules of the Commission governing mixed beverage permittees. At a minimum, such inspections are to be made annually. Copies of written inspections for the prior calendar year, or, alternatively, a summary listing of locations inspected, the date of the inspection, and any discrepancies noted shall be provided to the ABC Board by the 15<sup>th</sup> day of each January.
- (d) For the purpose of monitoring compliance with laws prohibiting the sale of alcoholic beverages to underage persons, random covert compliance checks of no less than twenty-five percent (25%) of all permitted ABC businesses within the City's territorial boundaries shall be conducted each calendar year using a covert underage operative in a manner that is substantively guided by the adopted written policies of the Alcohol Law Enforcement Branch of the North Carolina State Bureau of Investigation. Upon request from the APD, the ABC Board will reimburse the City for the reasonable costs incurred by the APD to utilize covert underage operative(s) and to provide the monies needed for covert purchase expenses.
- (e) Investigations of allegations of theft, embezzlement, and/or other crimes occurring upon property owned or leased by the ABC Board.

#### **Responsibility for Law Enforcement Personnel and Equipment**

The City is solely responsible for hiring, training, equipping, and supervising the sworn law enforcement personnel utilized to perform the Contracted Services. The City shall maintain complete and exclusive administrative control over such personnel, including, without limitation, the salary and other compensation for the sworn law enforcement personnel utilized to provide the above-described services.

The City hereby assumes total responsibility for the defense of the City and its employees against any claim, lawsuit, or other civil action brought as a result of the City's provision of the Contracted Services. The ABC Board agrees to cooperate in this regard by giving notice to the city attorney for the City of Asheboro on becoming aware of any claim or action of any nature whatsoever against the City or any of its employees involved in the performance of the Contracted Services and to otherwise cooperate with the City's request for information as necessary in the City's defense of any such claim or action.

Whenever the City becomes aware of any complaint, claim, or action that allegedly arose out of or in connection with the City's provision of the Contracted Services, the City will inform the ABC Board of the City's receipt of notification of such a complaint, claim, or action without unreasonable delay.

**Financial Agreement**

The City will provide the Contracted Services within the City of Asheboro in consideration of the quarterly payment to the City by the ABC Board of five percent (5%) of the ABC Board's profits as calculated in accordance with Section 18B-805(c)(2) of the North Carolina General Statutes.

**Duration, Amendment, and Termination**

Upon the execution of this Extension Contract by authorized officials of the City and the ABC Board, the Initial Contract shall be null and void.

Furthermore, upon the execution of this Extension Contract by authorized officials of the City and the ABC Board, this contract shall continue in effect until such time as either party cancels the contract, with or without cause, by giving a 30-day written notice to the other party of the date upon which the contract shall terminate.

This contract may only be amended by mutual written agreement of the parties hereto. Any such amendment will be attached as a written addendum and executed by all parties.

This contract shall be effective from the date first indicated herein and shall continue in full force and effect unless otherwise terminated as provided herein.

**IN WITNESS WHEREOF**, the City and the ABC Board have caused this contract to be executed by their respective duly authorized officers.

**CITY OF ASHEBORO:**

**ASHEBORO ABC BOARD:**

\_\_\_\_\_  
John N. Ogburn, III,                      Date  
City Manager

\_\_\_\_\_  
J. Brooke Schmidly,                      Date  
Board Chair

**ORDINANCE NUMBER \_\_\_\_\_**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**AN ORDINANCE TO AMEND THE BOUNDARIES OF  
THE PRIMARY FIRE LIMITS**

**WHEREAS**, Section 160A-435 of the North Carolina General Statutes (references to the North Carolina General Statutes will be hereinafter cited with “G.S.” in front of the relevant chapter, article, or section number) directs the city council of every incorporated city to pass one or more ordinances establishing and defining the primary fire limits for the city; and

**WHEREAS**, the primary fire limits for the City of Asheboro are established and defined in Section 150.01 of the Code of Asheboro; and

**WHEREAS**, city staff members have reviewed the status of land development in the city, specifically including the principal business portions of the city, and have recommended amending the boundaries of the city’s primary fire limits; and

**WHEREAS**, during the city council’s regular meeting on October 6, 2016, this recommendation was considered by the city council as part of the public hearing advertised and conducted in compliance with G.S. 160A-364 on the question of amending the primary fire limits; and

**WHEREAS**, after considering the information provided during the said public hearing, the city council has decided to redefine the boundaries of the primary fire limits by amending Section 150.01 of the Code of Asheboro;

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

**Section 1.** Section 150.01 (Fire Limits) of the Code of Asheboro is hereby rewritten to provide as follows:

(A) ~~Pursuant to G.S. § 160A-435, fire limits within the city are hereby established so as to include the area bounded as follows:~~

~~Beginning in the center line of West Miller Street 185 feet west of the center line of North Fayetteville Street and running south 185 feet west of and parallel to the center line of North Fayetteville Street, crossing MacArthur Street and Ward Street to a point 135 feet north of the center line of West Salisbury Street, thence west 135 feet north of and parallel to the center line of West Salisbury Street, crossing White Oak Street to a point 220 feet west of the new center line of North Church Street; thence south 220 feet west of and parallel to the new center line of Church Street, crossing Salisbury Street, Hoover Street,~~

~~Sunset Avenue and Hill Street to a point in the center line of West Academy Street extended; thence east with the center line of West Academy Street extended to the new center line of Church Street, thence south with the new center line of Church Street to the center line of West Wainman Avenue, thence east with the center line of West Wainman Avenue to a point 185 feet west of the center line of South Fayetteville Street, thence south 185 feet west of and parallel to the center line of South Fayetteville Street to the center line of West Kivett Street; thence east with the center line of Kivett Street, crossing South Fayetteville Street to a point 185 feet east of the center line of South Fayetteville Street; thence north 185 feet east of and parallel to the center line of South Fayetteville Street crossing Wainman Avenue to the center line of East Academy Street; thence east with the center line of East Academy Street 175 feet; thence north 360 feet east of and parallel to the center line of Fayetteville Street, crossing Cranford Street, Scarboro Street and Worth Street to the center line of East Salisbury Street; thence west with the center line of East Salisbury Street 175 feet; thence north 185 feet east of and parallel to the center line of North Fayetteville Street, crossing Ward Street, Burns Street, Miller Street, and Betts Street to the center line of East Presnell Street; thence west with the center line of East Presnell Street to the center line of North Fayetteville Street; thence south with the center line of North Fayetteville Street to the center line of West Miller Street; thence west with the center line of West Miller Street to the point of beginning.~~

- (B) ~~The fire limits established by this section shall constitute "fire district A" within the meaning of the North Carolina State Building Code, § 301.1 of volume I, "General Construction."~~

Pursuant to G.S. 160A-435, the primary fire limits of the City of Asheboro are hereby established and defined as follows:

Beginning at a point in the center of the intersection of Salisbury Street (North Carolina Highway 42) and North Fayetteville Street; thence south along the center line of Fayetteville Street (United States Highway 220 Business) to a point in the center of the intersection of South Fayetteville Street and Academy Street; thence west along the center line of Academy Street to a point in the center of the intersection of West Academy Street and South Church Street; thence north along the center line of Church Street (North Carolina Secondary Road 1707) to a point in the intersection of North Church Street and West Salisbury Street; thence east along the center line of West Salisbury Street to the point and place of beginning.

**Section 2.** On the effective date stated in Section 3 of this Ordinance, all ordinances and clauses of ordinances in conflict with this Ordinance shall be repealed.

**Section 3.** This Ordinance shall take effect and be in full force from and after December 1, 2016.

**Section 4.** No action or proceeding of any nature (whether civil, criminal, administrative, or otherwise) pending at the effective date of this Ordinance shall be abated or otherwise affected by the adoption of this Ordinance.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 10<sup>th</sup> day of November, 2016.

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

ATTEST:

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

**City of Asheboro  
Finance Office**

**To:** John N. Ogburn, III, City Manager  
**From:** Debbie Reaves, Finance Director *DReaves*  
**Date:** November 3, 2016  
**Re:** Ordinance to amend General Fund;  
Ordinance to amend the Airport Improvements Fund;  
Ordinance to amend the Economic Development Fund

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Attached are three ordinances for your consideration and presentation before City Council on November 10, 2016.

The NC Department of Transportation has allocated \$531,000 to the City of Asheboro for the Asheboro Regional Airport Rehabilitation project. There is a \$59,000 local match to this grant. The Ordinance to amend the Airport Improvements Fund will set up the grant in the project fund.

The Ordinance to amend the General Fund will set up the budgeted allocation from the General Fund to be transferred to the Airport Improvements fund \$59,000 using an allocation of Fund Balance.

The NC Rural Economic Development Division awarded the City of Asheboro a Community Development Block Grant in the amount of \$490,000 to assist in providing rail to serve Technimark. This agreement was presented to Council at the October 2016 meeting. In addition to the construction costs of \$490,000, there are ancillary costs such as engineering, advertising, etc. that will be covered by the City of Asheboro out of funds already in the Economic Development Fund. As a result, no new allocation from the General Fund for \$61,350 is necessary. The Ordinance sets up the expenditures and revenues line items in the project fund.

**ORDINANCE TO AMEND  
THE AIRPORT IMPROVEMENTS FUND (#66)  
FY 2016-2017**

WHEREAS, the NC Department of Transportation has approved an allocation of Five Hundred and Thirty One Thousand dollars for the Asheboro Regional Airport Apron Rehabilitation project (State Project #36244.32.5.1), and;

WHEREAS, the City of Asheboro local match for this grant is \$59,000, and;

WHEREAS, the revenues and expenditure budget in the Airports Improvement Fund have changed as a result of these grants, and;

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

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

Section 1: That the following revenue line items are increased:

<u>Account</u>	<u>Description</u>	<u>Increase / (Decrease)</u>
66-349-2100	State Grant #36244.32.5.1	531,000
66-367-1025	GF Contribution (16-17) (match)	59,000
	Total Increase	590,000

Section 1: That the following expense line items are increased:

<u>Account</u>	<u>Description</u>	<u>Increase / (Decrease)</u>
66-982-4500	Construction	590,000
	Total Increase	590,000

Adopted this the 10th day of November 2016.

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David H. Smith, Mayor

ATTEST:

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Holly H. Doerr, CMC, City Clerk

**ORDINANCE TO AMEND  
THE GENERAL FUND  
FY 2016-2017**

WHEREAS, the NC Department of Transportation has approved an allocation of Five Hundred and Thirty One Thousand dollars for the Asheboro Regional Airport Apron Rehabilitation project (project #36244.32.5.1), and;

WHEREAS, the City of Asheboro local match for this grant is \$59,000, and;

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

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

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

That the following revenue line items be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Amount</u>
10-399-0000	Fund Balance Allocation	59,000

That the following expenditure line items be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Amount</u>
10-650-6600	Transfer to Airport Project	59,000

Adopted this 10<sup>th</sup> day of November, 2016

\_\_\_\_\_  
David H. Smith, Mayor

ATTEST:

\_\_\_\_\_  
Holly H. Doerr, CMC, NCCMC, City Clerk

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

WHEREAS, The City of Asheboro received notification from the NC Rural Economic Development Division, which is a component of the North Carolina Department of Commerce, that the City of Asheboro was awarded a Community Development Block Grant in the amount of \$490,000 to assist in providing rail to serve Technimark and that Technimark has pledged to create 41 full-time jobs and invest \$30,000,000 as a result of this project, and;

WHEREAS, the City Council approved the execution of the Grant agreement for this project (grant No. 14-E-2673) on October 6, 2016, and;

WHEREAS, The City Council of the City of Asheboro desires to amend the Economic Development fund budget as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget to account for this project, and;

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

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

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

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
72-374-0001	CDBG Grant 2016	490,000
72-374-0002	City of Asheboro Match	61,350
	Total Change	\$551,350

Section 2: That the following expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
72-920-0001	Engineering, bidding, inspection services	37,000
72-920-0002	Advertisement & Permits	2,850
72-920-0003	Geotechnical Services	9,500
72-920-0004	Construction	490,000
72-920-0005	Traffic Control & Insurance	6,000
72-920-0006	Contingency	6,000
	Total Change	\$551,350

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

Adopted this the 10<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
David H. Smith, Mayor

ATTEST:

\_\_\_\_\_  
Holly H Doerr, CMC, NCCMC, City Clerk



Item 4 (h)

Asheboro Christmas Parade

APPLICATION FOR PARADE PERMIT

In accordance with the Asheboro City Code, Section 97.04, application is hereby made for a parade permit. This permit must be received fourteen (14) days prior to the day of the parade.

Contact Name: Linda Brown
Address: 137 S. Fayetteville Street, Asheboro 27203
Phone: 336-626-2626 E-mail: lbrown@asheboro.com

Organization: Asheboro/Randolph Chamber of Commerce
Address: 137 S. Fayetteville Street, Asheboro 27203
Phone: 336-626-2626

Date of Parade: 12/2/16 Start Time: 7pm End Time: 8:30pm

Number of Persons: ? Number of Vehicles: 100+

Streets Involved: South Fayetteville, Sunset Avenue, Church St., Walker Ave, Kivett St.

Special officials and/or guests: Elected Officials + TV Personalities

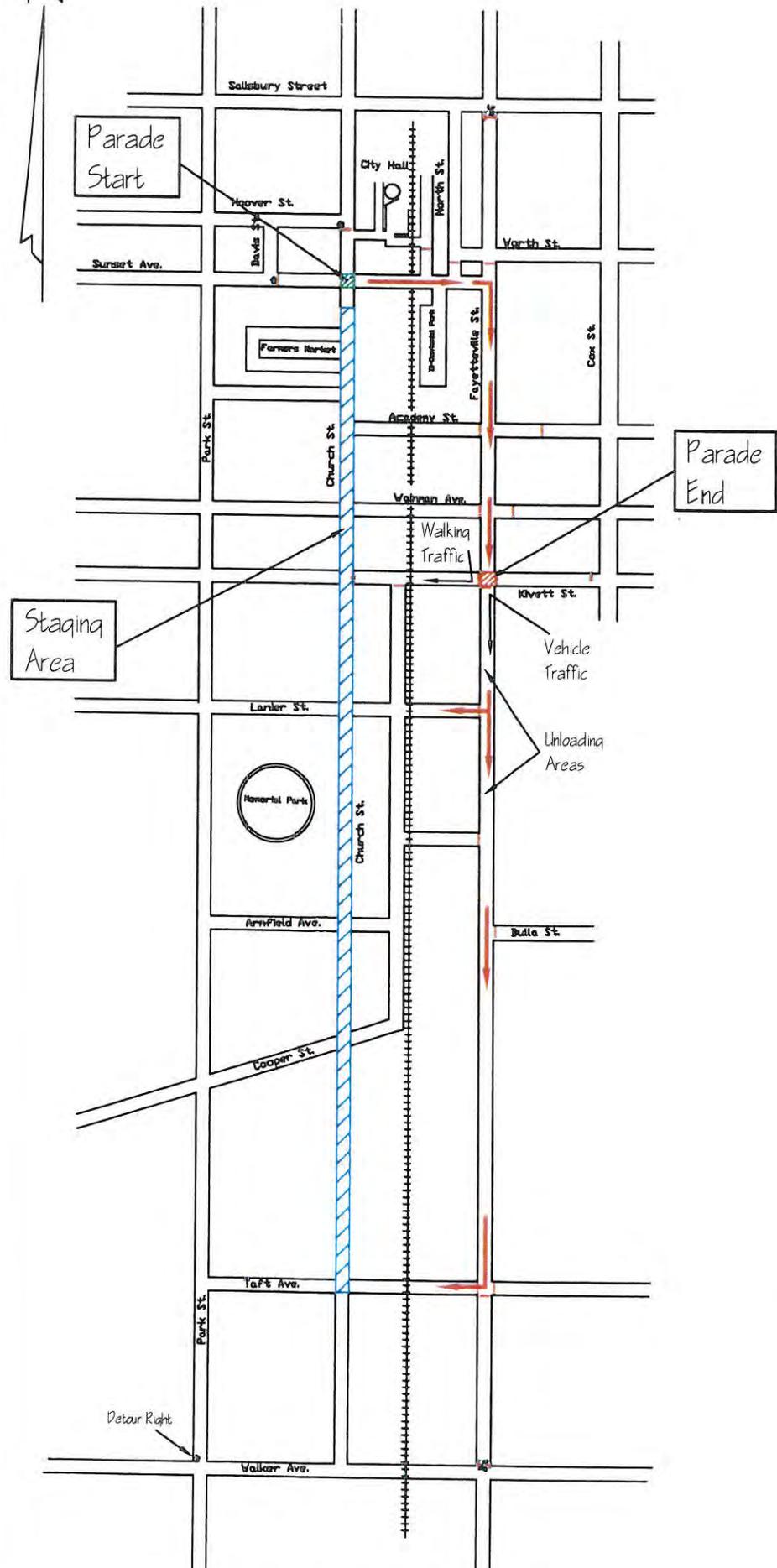
Insurance Company & Policy Number: Cincinnati Insurance ECP/EBA 0281631

Any additional information:

The undersigned agrees to hold the City of Asheboro and its officers, employees and agents free and harmless from and against any and all claims, losses, damages and settlements arising out of or relating to this parade. The undersigned agrees to investigate and provide defense for and defend any such claims at his/her (?) sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless or false.

Signature of Authorized Representative: Linda Brown

Internal Use Only
Police Department Recommendation:
City of Asheboro Approval By: Date: 8/29/16



CHRISTMAS PARADE ROUTE



137 South Fayetteville Street  
Asheboro, NC 27203  
(336)626-2626  
www.chamber.asheboro.com



August 25, 2016

John Ogburn  
City of Asheboro  
146 North Church Street  
P.O. Box 1106  
Asheboro, NC 27204-1106

Dear John:

It's time again to start planning for the Asheboro Christmas Parade and Christmas On Sunset. This year the parade will take place on Friday, December 2 and Christmas on Sunset will take place on Friday, December 9. The parade will begin at 7:00 p.m. and last approximately eighty minutes and Christmas on Sunset will be held 6-9 p.m.

For the parade, we request that the City of Asheboro block off South Church Street, Walker Avenue, Kivett Street, South Fayetteville Street and Sunset Avenue. **We will need the streets blocked off by 6:00 p.m. that evening. (If possible, we would like to request that Church Street be closed off by 5:30 p.m. for the parade entrants to line up.)** It is very hazardous for vehicles to be traveling on Church Street unless they are in the parade because of congestion and many young kids trying to find their organization's float or line up numbers. We have also had issues with people trying to drive onto Church Street from Kivett Street and Academy Street so if we could have Asheboro Police Department representation at these intersections starting at 6:00 p.m., that would help with crowd control and improve safety.

For Christmas On Sunset, we request that the City of Asheboro block off Church Street and Sunset Avenue with Police presence at Fayetteville Street to assist with those crossing.

Attached is the appropriate paperwork. Thank you for your support and assistance. If you have any questions, please contact me at your convenience.

Sincerely,

Linda Brown  
President

CITY OF  
**ASHEBORO**  
NORTH CAROLINA

Item 4 (i)

Christmas  
On  
Sunset

**APPLICATION FOR PARADE PERMIT**

In accordance with the Asheboro City Code, Section 97.04, application is hereby made for a parade permit. This permit must be received fourteen (14) days prior to the day of the parade.

Contact Name: Linda Brown

Address: 137 S. Fayetteville Street, Asheboro 27203

Phone: 336-626-2626 E-mail: lbrown@asheboro.com

Organization: Asheboro/Randolph Chamber of Commerce

Address: 137 S. Fayetteville Street, Asheboro 27203

Phone: 336-626-2626

Date of Parade: 12/9/16 Start Time: 6pm End Time: 9pm

Number of Persons: 2,000+ Number of Vehicles: N/A

Streets Involved: Church Street, Sunset Avenue

Special officials and/or guests: Santa + Friends!

Insurance Company & Policy Number: Cincinnati Insurance ECP/EBA 0281631

Any additional information: \_\_\_\_\_

The undersigned agrees to hold the City of Asheboro and its officers, employees and agents free and harmless from and against any and all claims, losses, damages and settlements arising out of or relating to this parade. The undersigned agrees to investigate and provide defense for and defend any such claims at his/her (?) sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless or false.

Signature of Authorized Representative: Linda Brown

Internal Use Only

Police Department Recommendation: \_\_\_\_\_

City of Asheboro Approval By: \_\_\_\_\_ Date: 12/9/16





**Text Amendments Related to density credits**

- a.) Text Amendments to the Zoning Ordinance (RZ-16-13)
- b.) Text Amendments to the Subdivision Ordinance (Case #11-2016)

**Staff Report**

## Planning Board Recommendation & Comments to City Council

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

**Case #**      **RZ-16**  
                  **-13**

**Date** 10-3-2016  
          11-7-2016

**Applicant**      City of Asheboro

### **Legal Description**

Zoning text amendments including, but not limited to, Article 300 (Modification of Yard and Height Requirements), and Article 1100 (Definitions) of the zoning ordinance related to density credits related to requirement to dedicate public right-of-way pursuant to Asheboro Comprehensive Transportation Plan, subdivision process, or evidentiary requirements related to Conditional/Special Use Permits.

**Requested Action**    See legal description  
                                  above

**Existing Zone**      N/A

**Land Development Plan**    See rezoning staff report.

### **Planning Board Recommendation**

The Planning Board considered this request during its October 3, 2016 meeting and voted to continue the request until its regular meeting on November 7, 2016. On November 7, 2016 the Planning Board recommended approval of the request.

### **Reason for Recommendation**

The Planning Board continued this request based on staff's recommendation to allow additional time for public review and comment.

After receiving additional information presented during the Planning Board's meeting on November 7, 2016 that addressed comments below, the Planning Board concurred with staff reasoning.

### **Planning Board Comments**

During its October 3, 2016 meeting, the Board advised staff to include floor area ratio considerations in addition to minimum lot sizes, when considering proposed density credit calculations.

# Rezoning Staff Report

RZ Case # **RZ-16-13**

Date 11-7-2016 PB  
11-10-2016

## General Information

**Applicant** City of Asheboro  
**Address** 146 North Church Street  
**City** Asheboro NC 27203  
**Phone** 336-626-1201  
**Location** N/A

**Requested Action** Text amendments to the zoning ordinance reflecting changes in state law concerning density credits when public right-of-way dedication is required

**Existing Zone** N/A **Existing Land Use** N/A  
**Size** N/A **Pin #** N/A

## Applicant's Reasons as stated on application

No errors exist. Changes in state legislation (Session Law 2015-246) make the proposed amendments necessary. State law requires density credits to be granted when an adopted comprehensive transportation plan requires dedication of public right-of-way. These text amendments are proposed to comply with this new statewide legislation.

## Surrounding Land Use

**North** N/A **East** N/A  
**South** N/A **West** N/A

**Zoning History** **RZ-06-45 (January 4, 2007)**: Floor Area Ratio in the B2 General Business zoning district from a maximum of 33 percent by right and 45 percent with a Special Use Permit to a maximum of 100 percent by right.  
**RZ-11-19 (February 9, 2012)**: Center City Planning Area ordinance addressed pervious/impervious coverage.

## Legal Description

Zoning text amendments including, but not limited to, Article 300 (Modification of Yard and Height Requirements), and Article 1100 (Definitions) of the zoning ordinance related to density credits related to requirement to dedicate public right-of-way pursuant to Asheboro Comprehensive Transportation Plan, subdivision process, or evidentiary requirements related to Conditional/Special Use Permits.

## Analysis

1. North Carolina General Statutes have been amended to require that density credits or severable development rights be granted to property owners in cases in which they are required to plat public right-of-way for road projects designated on an adopted Comprehensive Transportation Plan (CTP). The projects may include construction of new roads or upgrades to existing roads in which dedication of public right-of-way is required.
2. The density credits help offset the reduction in development potential that occurs when property is required for such dedication through either a major subdivision process, or when necessary to meet the evidentiary requirements for a Conditional/Special Use Permit.
3. The proposed text amendments do not impact properties acquired through eminent domain, roadways platted that are not identified by the CTP, or when the Subdivision Ordinance requires 50' of public right-of-way for a proposed subdivision and existing right-of-way is less than 50' wide, requiring additional land to be dedicated for the public right-of-way.
4. Amendments are also being proposed to the Subdivision Ordinance to reflect this legislation.
5. After input given during the October, 2016 Planning Board meeting, staff has revised the proposal to also include a credit for the maximum gross floor area to counteract the reduction in lot sizes.

# Rezoning Staff Report

RZ Case # RZ-16-13

Page 2

## Consistency with the 2020 LDP Growth Strategy designations

*In reviewing this request, careful consideration is given to each Goal and Policy as outlined in the Land Development Plan. Some Goals and Policies will either support or will not support the request, while others will be neutral or will not apply. Only those Goals and Policies that support or do not support the request will be shown.*

**Proposed Land Use Map Designation** N/A

**Small Area Plan** N/A

**Growth Strategy Map Designation** N/A

## LDP Goals/Policies Which Support Request

**1.2.4** The City will promote its expedited permitting process and continue to make the land development process user-friendly for citizens and organizations.

**2.1.1** The Zoning Ordinance will periodically be reviewed to ensure that the specific regulations for each Zoning District are aligned with the desired character and focus of each district.

**Goal 3.2:** Quality design demanding appropriate scale and context

# Rezoning Staff Report

RZ Case # RZ-16-13

Page 3

## LDP Goals/Policies Which Do Not Support Request

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

The proposed text amendments are prompted by recent state legislation requiring density credits when public right-of-way dedication is required pursuant to an adopted transportation plan (specifically the *2014 Asheboro Comprehensive Transportation Plan*).

This proposal is reasonable and reflects the goals and policies of the Land Development Plan by allowing density credits proportional to the development potential that would have been permitted without ROW dedication. Staff believes that other development requirements (setbacks, buffering/screening, etc.) will continue to ensure that development occurs in a manner consistent with the character of the area in which properties receiving density credits are located and will mitigate any impact density credits may have on the character of the area in which they are applied.

Staff believes this proposal carefully weighs the right to a reasonable use of property and the need to protect the public health, safety, and general welfare by specifying the intensity at which properties may be developed.

Therefore, staff believes the proposed amendments are consistent with adopted plans, reasonable, and in the public interest.

### Recommendation

In light of the above analysis, staff's recommendation to **approve** this request.

**Purpose (staff's statement):** This proposal corresponds with proposed amendments to the Subdivision Ordinance to ensure compliance with Session Law 2015-246, requiring the zoning ordinance to provide density credits or severable development rights when rights-of-way are dedicated pursuant to an adopted Comprehensive Transportation Plan. The proposed text amendments to the zoning ordinance provide a method for doing so in a manner which is consistent with the City's adopted Land Development Plan. A draft of language proposed to Article 300 (Modification of Yard and Height Requirements) follows (with proposed ordinance text underlined and explanations of the text's practical applications italicized). The proposal is filed concurrently with related amendments proposed to the Subdivision Ordinance.

---

**307.12 Density Credits when Public Right-of-Way dedication is required or offered pursuant to proposed public right-of-way identified in the Asheboro Comprehensive Transportation Plan**

**A) Purpose and Intent:**

Pursuant to NCGS 160A-381 and NCGS 136-66.10, whenever a tract of land is proposed for subdivision or development activity that requires dedication of public right-of-way identified by the Asheboro Comprehensive Transportation Plan, density credits may be granted. These density credits are intended to provide for reasonable use of the affected tract(s) of land when public right-of-way dedication is required based on needs identified by the Asheboro Comprehensive Transportation Plan.

**B) Applicability**

i. Right-of-way dedication, in accordance with the Comprehensive Transportation Plan, may be required by the City Council when it determines that:

- a. Said dedication does not result in the deprivation of all reasonable use of the original tract; and
- b. The dedication is reasonably related to the traffic generated by the proposed use of land, or the impact of the dedication is mitigated by other measures, including the use of density credits as herein prescribed, on contiguous land owned by the subdivider.

*This subsection mirrors the NC General Statutes (NCGS 136.66-10(a)(1) as applicable to the City of Asheboro's approval processes (excludes the terms "special exception" and "permission" which aren't found in Asheboro's zoning ordinance in this context).*

ii. Density credits may be issued when public right-of-way dedication is required by the Subdivision Ordinance or deemed necessary to meet the evidentiary requirements to grant a Conditional or Special Use Permit. When density credits are issued, the minimum lot sizes prescribed by Table 200-1 **and permissible floor area ratio calculations** may be modified.

## DRAFT AS OF ~~9-28-16~~10-21-16

Note that these provisions only apply to right-of-way identified by the CTP in excess of 50.' The Subdivision Ordinance already requires public right-of-way be a minimum of 50' wide.

### **C. Definitions**

TERMS	DESCRIPTION
Dedicated Area (A)	Entire area of land to be dedicated for public right-of-way purposes
Area Prior to Dedication (B)	Area of zoning lot prior to public right-of-way dedication
Area After Dedication (C)	B minus A (i.e. land in zoning lot remaining after dedication is made)
Ratio of Dedicated Area to Area Prior to Dedication (D)	A divided by B
Minimum Lot Size Prior to Dedication (E)	Minimum lot size requirement prior to application of density credit
Minimum Lot Size After Dedication (F)	Minimum lot size after application of density credit (E-[E*D])
<u>Maximum Gross Floor Area Allowable for Each Lot Subject to a Density Credit (G)</u>	<u>Gross Floor Area permitted for a lot possessing the zoning district's minimum lot square footage</u>

### **D.) Modification of Minimum Lot Size and Affect on Permissible Floor Area Ratio**

A density credit shall be calculated by dividing the area of the land dedicated (A) by the area prior of the land prior to dedication (B). The resulting figure (D) shall be used in determining the minimum lot size after dedication (F). The maximum gross floor area allowable for each lot subject to a density credit (G) may be calculated as the maximum gross floor area permitted for a lot possessing the zoning district's minimum lot square footage (E).

For example, if the zoning lot in question is fifty (50) acres in area (B), zoned R10 and five (5) acres is to be dedicated for public right-of-way (A), the minimum lot size in the subdivision after dedication (F) is 9,000 square feet. The maximum gross floor area allowable (G) is 10,000 multiplied by .22, or 2,200 s.f.

*This provision applies to residential and non-residential zoned properties.*

### **E.) Recordation required for issuance of density credits**

Dedication of land for public right-of-way, as provided herein, shall be offered to the public. ~~Proof of such dedication~~Dedication, in the form of an instrument recorded in the Randolph County Public Registry, shall occur be furnished to the Zoning Administrator prior to the issuance of any zoning permit or subdivision approval that incorporates the use of density credits.

**DRAFT AS OF ~~9-28-16~~10-21-16**

*While a zoning permit or subdivision approval may still be issued without this recordation, in order to qualify for the density credits described in this subsection, this is a requirement.*

**Article 1100:**

**Density Credit:** the potential for the improvement or subdivision of part or all of a parcel of real property, as permitted under the terms of the zoning and/or subdivision ordinance, expressed by a reduction of minimum lot size, pursuant to NCGS 160A-381 and NCGS 136-66.10



**SUB-12-01: Olde Towne Village, Phase 2**

Final Plat Certification for public right-of-way, common area and  
Lots 35, 36, and 41

**Staff Report**

**SUBDIVISION STAFF REPORT**  
Final Plat

**CASE #** SUB-12-01

**Date** 11-7-2016 PB  
11-10-2016 CC

**GENERAL INFORMATION**

**Subdivision Name** Olde Towne Village Section II, Phase II  
**Requested Action** Final Plat Approval  
**Applicant** Venn Asheboro LLC  
**Address** 216 N. Spruce St. Suite 2A, Winston-Salem, NC 27101  
**Phone** 336-749-1012  
**Location** South side of Old Lexington Road

**PARCEL INFORMATION**

**PIN** 7741981618

**Size** 0.99 acres +/-

**Number of Lots** 3 + common area

**Existing Zoning** CU-R10

**Average Lot Size** 3,556 square feet (+/-)

**Existing Land Use** Residential PUD

**Surrounding Land Use**

**North** Low-density residential

**East** Low-density residential

**South** Undeveloped

**West** Low-density residential

**LAND DEVELOPMENT PLAN**

**Growth Strategy Map** Long-Range Growth

**Proposed Land Use Map** Suburban Residential

**Small Area Plan Map** Northwest

**Identified Activity Center?** No

**Development Issues**

1. The development includes detached single-family and attached single-family dwellings (two dwellings per structure).
2. City Council approved a Conditional Use Permit request for this development in June, 2012, and a preliminary plat in July, 2012.
3. A new preliminary plat was reviewed and approved in February, 2016 due to this substantial modification to the number and ratio of detached/attached dwellings for Section II of the development.
4. A subdivision variance was granted during the sketch design review allowing reduced right-of-way widths for public streets within the subdivision. No reduction in street widths is proposed.
5. Section II of the development includes a total of 16 lots, consisting of 4 attached dwellings (2 structures with 2 dwellings each) and 12 detached dwellings..
6. This final plat proposes dedication of public right-of-way, common area, and three (3) lots with detached dwellings. Once the public right-of-way is dedicated, the subdivision of additional lots may be reviewed by staff as a minor subdivision(s).

**SUBDIVISION STAFF REPORT**  
Final Plat

**DEPARTMENT COMMENTS**

**Engineering**      No plat comments.

**Public Works**      Punchlist items (improvements) are pending.

**Planning**      Homeowners' documents restricting RV parking as required by the Ordinance shall be submitted and recorded with the final plat.

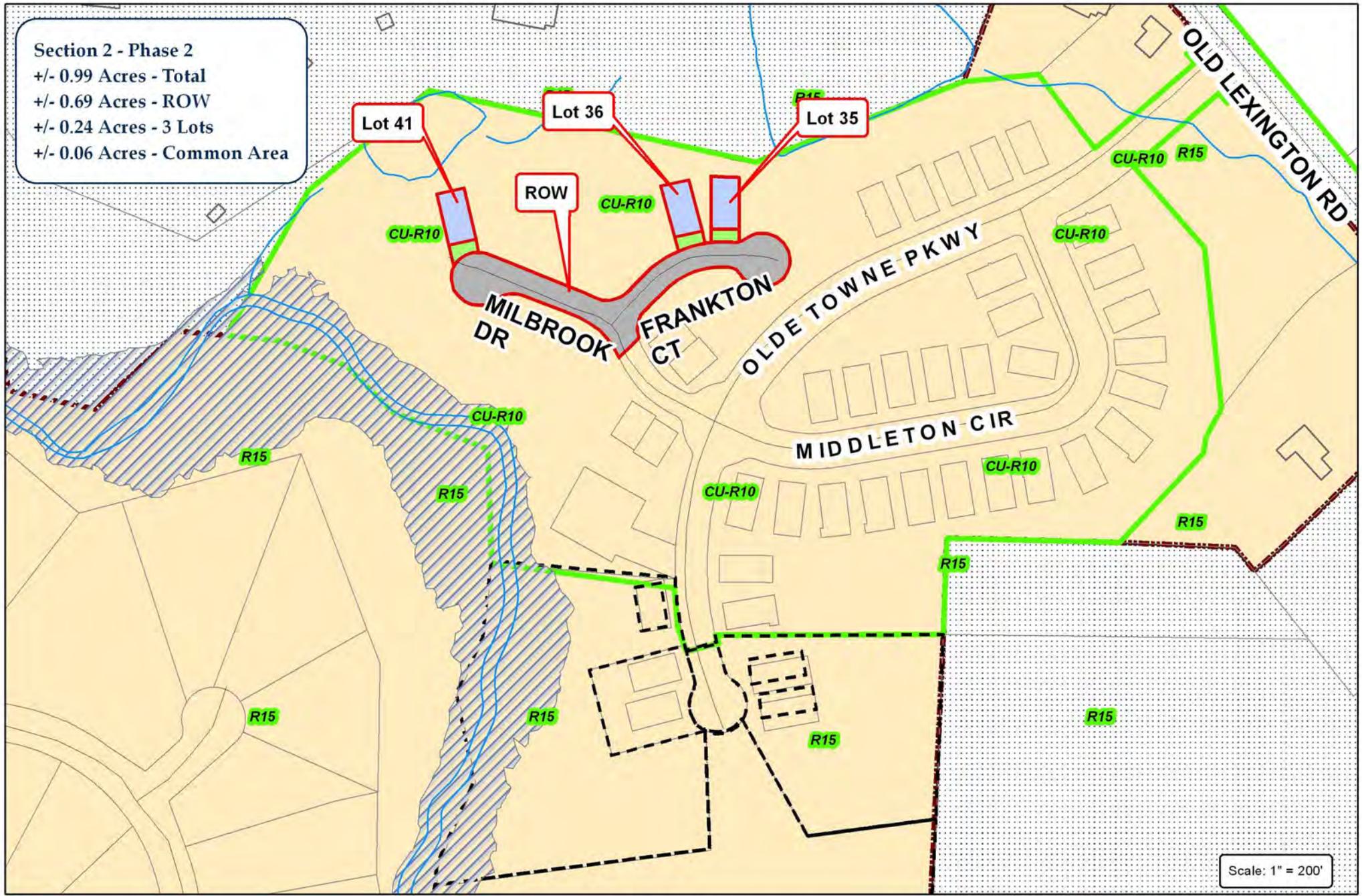
A guarantee on uncompleted improvements will be required prior to recordation of final plat.

**Other**

**Staff Recommendation**      Approve with condition that noted items are completed/addressed.

**Planning Board Recommendation**      Approve with condition that noted items are completed/addressed.

Section 2 - Phase 2  
 +/- 0.99 Acres - Total  
 +/- 0.69 Acres - ROW  
 +/- 0.24 Acres - 3 Lots  
 +/- 0.06 Acres - Common Area



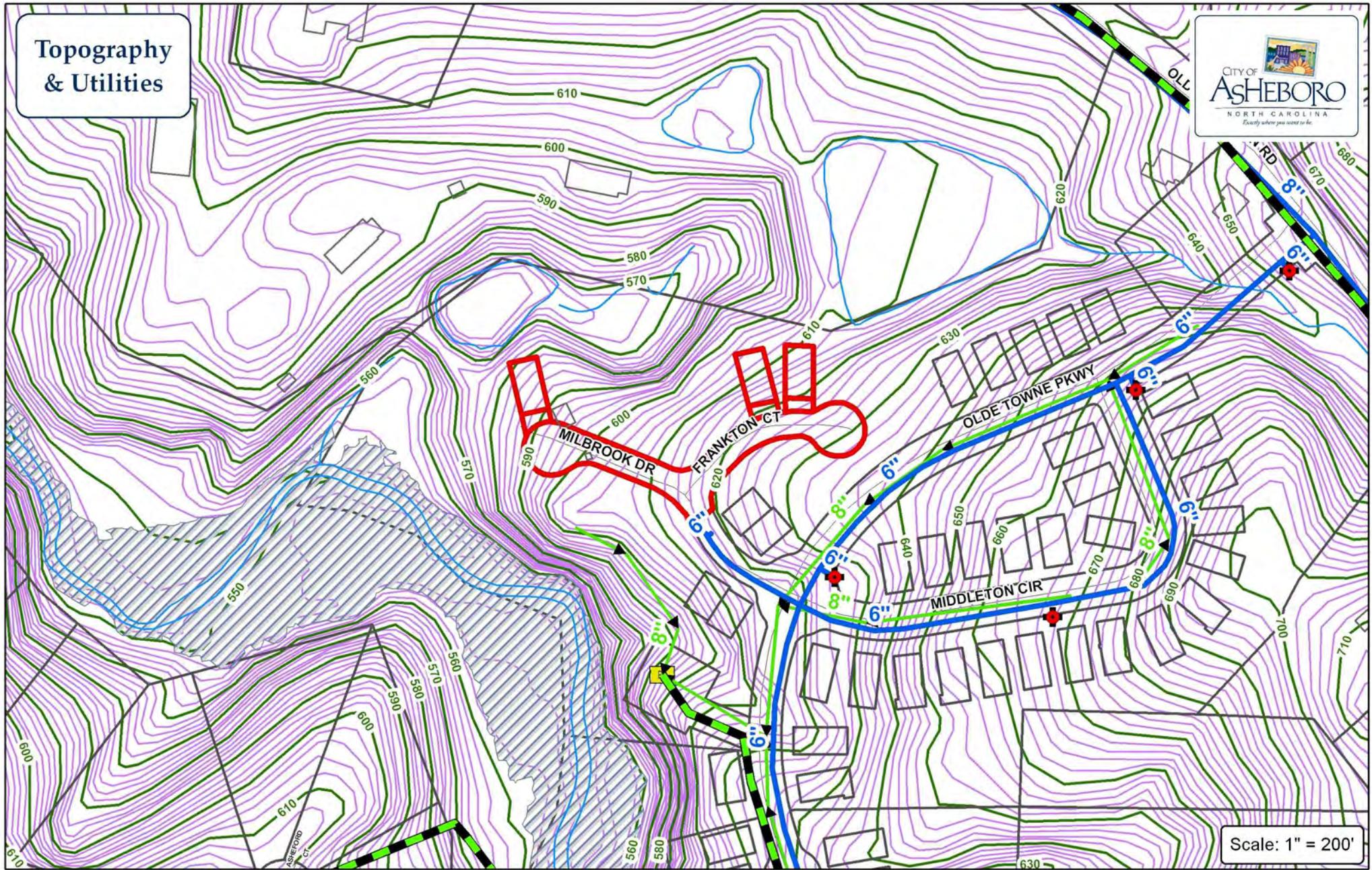
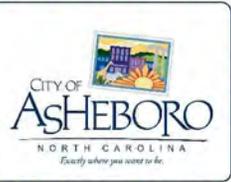
- Lot
- ROW
- Common Area
- SUB-15-01

City of Asheboro  
 Planning & Zoning Department  
 Subdivision Case: SUB-12-01  
 Parcel: 7741981618 (pt)

- Subject Property
- Zoning
- City Limits
- ETJ

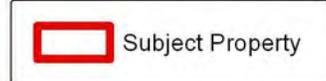


Topography  
& Utilities



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

City of Asheboro  
Planning & Zoning Department  
Subdivision Case: SUB-12-01  
Parcel: 7741981618 (pt.)



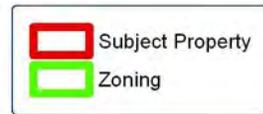
Aerial



Scale: 1" = 200'



City of Asheboro  
Planning & Zoning Department  
Subdivision Case: SUB-12-01  
Parcel: 7741981618 (pt)



**CERTIFICATE OF ACCURACY**  
 I, STEWART W. SCOTT, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN D.B. 2500 PG. 179), THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS PAGE SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.  
 THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUPON OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.  
 WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 18TH DAY OF OCTOBER, 2016 A.D.



PROFESSIONAL LAND SURVEYOR  
 3951  
 REGISTRATION NUMBER

**NOTES APPLICABLE TO CITY OF ASHEBORO WATER AND/OR SEWER EASEMENTS**

- NO STRUCTURE, TREE, SHRUB OR ANY OTHER TYPE OF OBSTRUCTION THAT MAY HINDER OR INTERFERE WITH THIS WATER, SANITARY SEWER AND/OR STORM FACILITIES INSTALLED AND/OR MAINTAINED BY THE CITY OF ASHEBORO SHALL BE ERRECTED WITHIN THE EASEMENT AREA.
- NO GRADING THAT MAY HINDER OR INTERFERE WITH THE WATER, SANITARY SEWER AND/OR STORM FACILITIES INSTALLED AND/OR MAINTAINED BY THE CITY OF ASHEBORO SHALL BE PERFORMED WITHIN THE EASEMENT AREA.
- ALL WATER LINES, HYDRANTS, WATER SERVICE LINES (BETWEEN WATER MAIN & WATER METER), SANITARY SEWER LINES, AND SEWER SERVICE CONNECTIONS HAVE A 20' WIDE PERMANENT EASEMENT TO THE CITY OF ASHEBORO.
- ALL STORM SEWERS NOT IN PUBLIC R/W OR CITY OF ASHEBORO STORM SEWER EASEMENTS WILL BE MAINTAINED BY HOMEOWNERS ASSOCIATION.

STATE OF NORTH CAROLINA  
 COUNTY OF RANDOLPH  
 I, \_\_\_\_\_ REVIEW OFFICER OF RANDOLPH COUNTY, N.C. CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

**CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF REQUIRED IMPROVEMENTS**

I HEREBY CERTIFY THAT THE STREET, UTILITY, AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED OR PROVISIONS HAVE BEEN MADE FOR INSTALLATION IN AN ACCEPTABLE MANNER AND ACCORDING TO THE CITY SPECIFICATIONS AND STANDARDS IN THE OLDE TOWNE VILLAGE SECTION II-PHASE II SUBDIVISION.

DATE PUBLIC WORK DIRECTOR

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT. FURTHER I (WE) CERTIFY THE LAND AS SHOWN HEREON IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF THE CITY OF ASHEBORO, NORTH CAROLINA.

DATE OWNER

- NOTES:**
- AREA COMPUTED BY D.M.D. METHOD.
  - RATIO OF PRECISION IS 1:10000+.
  - THE SURVEYOR HAS NOT PERFORMED A TITLE SEARCH, THEREFORE, THIS MAP IS SUBJECT TO ANY AND ALL FACTS AN ACCURATE TITLE SEARCH MAY DISCLOSE.
  - THIS MAP IS SUBJECT TO ANY AND ALL R.O.W.'S, AGREEMENTS AND EASEMENTS WHICH WERE NOT VISIBLE OR APPARENT AT THE TIME OF SURVEY.
  - EXTERIOR BOUNDARY OF DEVELOPMENT TAKEN FROM RANDOLPH CO. P.B. 109 PG. 64; INTERIOR EXISTING PROPERTY LINES TAKEN FROM P.B. 136 PG. 93 & P.B. 136 PG. 33 AND WERE NOT SURVEYED BY SCOTT LAND SURVEYING, INC.
  - ALL BEARINGS ARE GRID BEARINGS (NAD 27) (SEE PB 109, PG. 64) COMBINED FACTOR = 0.999898986 (SEE PB. 109, PG. 64).
  - CURRENT ZONING SECTION II: CU R-10
  - ALL COMMON AREA/ELEMENTS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
  - ALL LAND LOCATED OUTSIDE PUBLIC RIGHT OF WAY (EXCEPT FOR PLATTED AND FUTURE LOTS OF RECORD) SHALL BE COMMON AREA AND SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

BUILDING ADDRESSES	
35	1519 FRANKTON CT.
36	1523 FRANKTON CT.
41	1447 MILBROOK DR.

**PROPERTY DATA:**

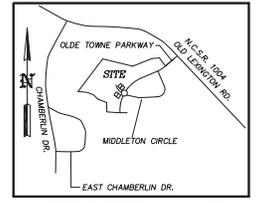
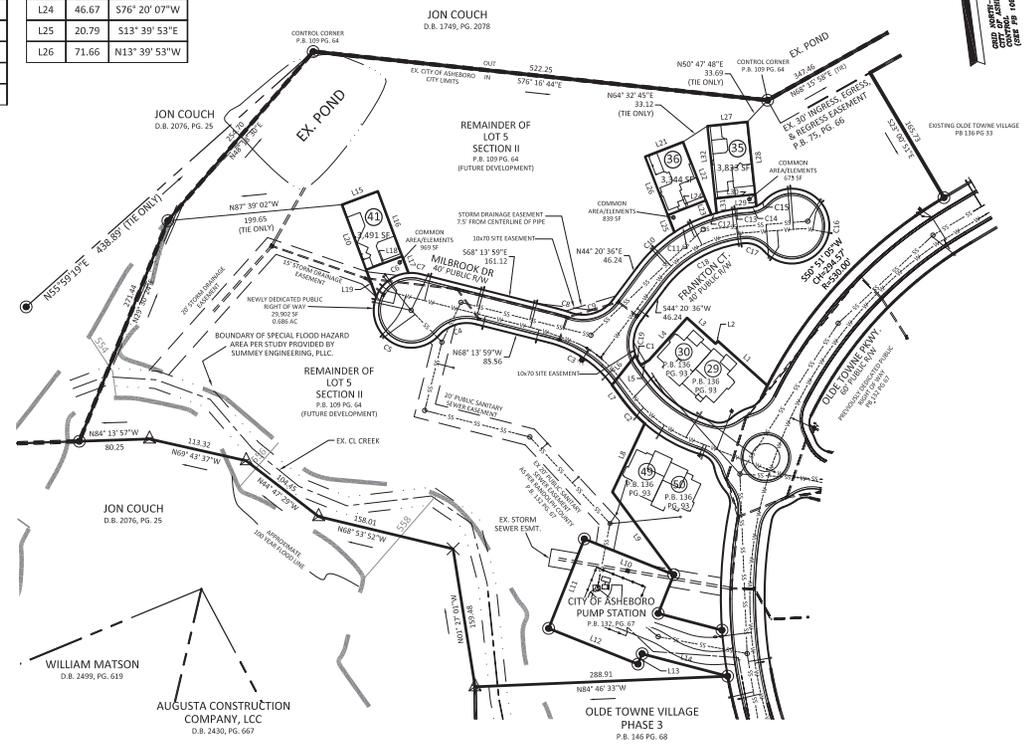
- TAX PIN REF.: PARCEL 7741981618
- DEED REF.: D.B. 2500 PG. 179
- AREA AND LOT DEDICATION  
 TOTAL NUMBER OF LOTS THIS PLAT: 3  
 AREA DEDICATED TO RIGHT OF WAY: 29,902 SF (0.686 AC.)  
 AREA DEDICATED TO LOTS: 10,668 SF (0.245 AC.)  
 AVERAGE LOT SIZE: 3,556 SF  
 AREA DEDICATED AS COMMON AREA: 2,483 SF (0.057 AC.)  
 TOTAL AREA: 43,053 SF (0.988 AC.)  
 LINEAR FEET OF STREET (THIS SECTION): 538 LF

No attempt has been made as a part of this map to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, please contact the appropriate agency. The location and or existence of utility service lines to the property surveyed are unknown and are not shown.

Line Table		
Line #	Length	Direction
L1	75.95	N40° 26' 07" W
L2	4.00	S49° 33' 53" W
L3	44.00	N40° 26' 07" W
L4	65.00	S49° 33' 53" W
L5	10.85	S67° 06' 07" W
L6	43.43	S45° 54' 47" W
L7	21.40	N28° 56' 08" W
L8	86.52	S32° 51' 41" W
L9	117.52	N28° 59' 47" W
L10	110.00	S60° 37' 33" E
L11	110.00	S29° 22' 27" W
L12	110.00	S60° 37' 33" E
L13	12.74	N29° 22' 27" E
L14	101.02	S67° 41' 34" E

Line Table		
Line #	Length	Direction
L15	44.00	N77° 06' 55" E
L16	79.33	S12° 53' 05" E
L17	20.41	S12° 53' 05" E
L18	44.00	S77° 06' 55" W
L19	32.99	N12° 53' 05" W
L20	79.33	N12° 53' 05" W
L21	46.67	N76° 20' 07" E
L22	71.66	S13° 39' 53" E
L23	17.35	S13° 39' 53" E
L24	46.67	S76° 20' 07" W
L25	20.79	S13° 39' 53" E
L26	71.66	N13° 39' 53" W

Line Table		
Line #	Length	Direction
L27	46.00	S88° 29' 06" E
L28	83.33	S1° 30' 54" W
L29	13.45	S1° 30' 54" W
L30	46.00	N88° 29' 06" W
L31	16.46	S1° 30' 54" W
L32	83.33	N1° 30' 54" E



VICINITY MAP (NTS)

Curve Table			
Curve #	Chord Length	Bearing	Radius
C1	12.73	S20° 16' 13" E	42.25
C2	36.31	N35° 03' 59" W	170.00
C3	87.43	N48° 35' 03" W	130.00
C4	44.10	S80° 42' 50" W	42.75
C5	84.09	S50° 46' 18" E	42.75
C6	45.76	S61° 09' 24" W	42.75
C7	13.56	N77° 21' 28" W	42.75
C8	16.23	N65° 29' 50" W	170.00
C9	50.50	N80° 47' 28" E	42.50
C10	58.66	S54° 16' 40" W	170.00
C11	46.79	S72° 07' 21" W	170.00
C12	6.32	S81° 05' 51" W	170.00
C13	37.04	S88° 24' 56" W	170.00
C14	9.07	N85° 10' 29" E	27.50
C15	11.65	N63° 27' 21" E	27.50
C16	58.06	N8° 27' 50" E	42.75
C17	25.21	N61° 34' 59" W	27.50
C18	103.25	S67° 44' 27" W	130.00
C19	39.80	S16° 29' 41" W	42.69

**FINAL PLAT**  
**OLDE TOWNE VILLAGE SECTION II-PHASE II**  
**BUILDING 35,36,41 & PUBLIC RIGHT OF WAY ONLY**

OWNER:  
 VENN ASHEBORO, LLC  
 206 NORTH SPRUCE ST., SUITE 2A  
 WINSTON-SALEM, NC 27101 (336) 749-1012

TOWNSHIP: BACK CREEK  
 SCALE: 1"=100'  
 DATE: 10/18/2016  
 RANDOLPH CO. NORTH CAROLINA



**SCOTT LAND SURVEYING, INC.**

STEWART W. SCOTT, PROFESSIONAL LAND SURVEYOR  
 NORTH CAROLINA L-3951, C-2457 138 WEST MOUNTAIN STREET  
 KERNERSVILLE, NC 27284 (336) 992-4545 FAX (336) 993-5826

DRAWN BY: SWS	DRAWING FILE: OTV PHASE 2.DWG
PROJ. NO.: OLDE TOWNE VILLAGE	REF. NO.:

**RESOLUTION NUMBER \_\_\_\_\_**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**A RESOLUTION APPROVING AN AGREEMENT TO LEASE AIRPORT  
HANGAR SPACE TO THE CIVIL AIR PATROL**

**WHEREAS**, Section 63-53 of the North Carolina General Statutes authorizes the city to lease property and space at the Asheboro Regional Airport; and

**WHEREAS**, Section 160A-272 of the North Carolina General Statutes provides the procedural framework for leasing surplus real property at the city-owned Asheboro Regional Airport; and

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

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

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

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

**WHEREAS**, by means of adopting Resolution Number 27 RES 9-16 on September 15, 2016, the city council expressed its intent to continue to lease the existing hangar space to the Civil Air Patrol for a new lease term of three years at a rental rate of One Dollar (\$1.00) per year; and

**WHEREAS**, notice of the city council's stated intent to authorize the said hangar lease agreement with the Civil Air Patrol during the council's regular meeting in November 2016 was published in *The Courier-Tribune* on October 7, 2016, in compliance with Section 160A-272 of the North Carolina General Statutes; and

**WHEREAS**, the proposed hangar lease agreement with the Civil Air Patrol has been attached to this Resolution as ATTACHMENT A and is hereby incorporated into this Resolution by reference as if copied fully herein;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro, North Carolina that the lease of hangar space at the Asheboro Regional Airport to the Civil Air

Patrol for the use and benefit of the Randolph Composite Squadron in accordance with the terms and conditions specified in ATTACHMENT A is hereby approved; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Asheboro, North Carolina that the mayor and all other city officials necessary for the implementation of this Resolution are hereby authorized and directed to execute lease documents substantially and materially similar in all respects to ATTACHMENT A so as to bring into full force and effect the approved lease agreement.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 10<sup>th</sup> day of November, 2016.

---

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

ATTEST:

---

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

# **ATTACHMENT A**

STATE OF NORTH CAROLINA

LEASE OF HANGAR SPACE AT THE  
ASHEBORO REGIONAL AIRPORT

COUNTY OF RANDOLPH

**THIS AGREEMENT AND LEASE (the “Agreement”)** is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF ASHEBORO (the “Lessor”)**, a North Carolina municipal corporation, and the **CIVIL AIR PATROL (the “Lessee”)**, incorporated under a Special Act of Congress approved July 1, 1946, Public Law 476, 79<sup>th</sup> Congress, for the use and benefit of the Randolph Composite Squadron.

WITNESSETH:

In consideration of the annual rental fee set forth below and other mutual promises contained herein, the parties agree as follows:

- (1) Lessor hereby leases to Lessee and Lessee hereby accepts the following area of rental space at the Asheboro Regional Airport for use during the lease term as an administrative/operational center and for an aircraft owned by the Lessee:
  - The area labeled as “C.A.P. Building” on Schedule “C” (as amended through October 2013) for the Asheboro Regional Airport; said schedule is attached as EXHIBIT 1 to this Agreement and is hereby incorporated into this Agreement by reference as if fully copied herein.
- (2) The lease period shall be for a 3-year term commencing at 12:01 a.m. on January 1, 2017, and ending at midnight on December 31, 2019.
- (3) The rental rate under this Agreement is \$1.00 per year. Because of the minimal amount charged for the entire 3-year term of this Agreement, and for administrative convenience, the total sum of rental charges due under this Agreement shall be paid in good funds by the Lessee to the Lessor in advance of the commencement of the 3-year lease term specified in the immediately preceding paragraph. Consequently, in advance of January 1, 2017, the Lessee shall pay to the Lessor the sum of \$3.00, which is the total rental fee due under this Agreement.
- (4) Lessee hereby agrees to the following operating procedures and limitations:
  - (a) Lessee will not operate any aircraft engine inside the hangar and will not run-up any aircraft engine with propeller blast directed toward any hangar door, hangar, or other aircraft;

- (b) Lessee will assure proper chocking and securing of aircraft after each usage;
  - (c) While not required, Lessee may leave hangar and aircraft keys with the Airport Manager for emergency use;
  - (d) Lessee will provide, install, and maintain a suitable portable fire extinguisher in the hangar; and
  - (e) Lessee will maintain the interior of the hangar in a clean and neat condition.
- (5) Lessee will bear all costs involving utilities to its hangar, *ad valorem* taxes to any extent that the same may in the future be charged in connection with the demised premises, insurance and permits for the demised premises, any cost of improvements to the demised premises, and required repairs to the interior space of the demised premises.
- (6) Lessee is prohibited from assigning this lease, and the Lessee is also prohibited from subleasing any portion of its hangar.
- (7) Lessor will not be liable for loss arising out of damage to or destruction of the hangar or its contents from any cause, except such loss as may be recoverable under Lessor's standard liability insurance policy.
- (8) It is expressly agreed that if the Lessee fails to perform or comply with any of the provision(s) of this Agreement and remains in default thereof for a period of 30 days after written notice from the Lessor calling attention to such default, the Lessor may declare this Agreement terminated and cancelled and take possession of said premises without prejudice to any other legal remedy the Lessor may have on account of such default. The said notice may be posted on the demised premises or given to the person at such time in charge of the said premises. It is specifically understood and agreed that cancellation of this Agreement by the Lessor for cause can be done at any time during the 3-year lease term specified herein after failure by the Lessee to correct an event of default as aforesaid.
- (9) Upon the expiration of the current 3-year lease term, Lessee will have first refusal to rent the hangar at a rate and for a term set in the discretion of the Asheboro City Council.
- (10) The Lessee shall not engage in general competition with the fixed base operator or other operations at the Asheboro Regional Airport. This provision is not intended to create a monopoly for the present fixed base operator and is made a part of this Agreement solely on account of the nominal rental rate charged under this Agreement.

- (11) It is understood and agreed that the purpose of this lease is to provide a place for the Lessee to conduct operations and training essential to its mission and to store, maintain, repair, and service its aircraft. Any other use to be made of the premises shall be subject to the written approval of the Asheboro Airport Authority; and it is further expressly agreed that the demised property shall not, at any time during the term of this Agreement, be used for such purpose or in such manner that the sight, sound, or traffic into or out of said premises could reasonably be considered to be objectionable or hazardous to the facilities and operations of the Asheboro Regional Airport. Parking of the Lessee's emergency medical vehicle in the hangar is permitted.
- (12) The Asheboro Airport Authority shall have the right, at reasonable times, to inspect the premises and to enforce reasonably required safety and health regulations affecting the nature of the structure and the operations therein.
- (13) The Lessee hereby agrees to conform to and abide by the Rules and Regulations of the Asheboro Airport Authority in effect at the time of the commencement of this Agreement and as the same may be amended in the future.
- (14) The Lessee does hereby promise and agree to hold harmless and indemnify the Asheboro Airport Authority and the City of Asheboro for any costs, losses, and/or damages caused by the Lessee and its guests, licensees, successors, assigns, and/or contractors arising out of or in the course of the use of the demised property. The costs and damages that fall within the scope of this hold harmless and indemnification provision include, without limitation, any and all attorneys' fees, court costs, damage awards of any kind, and any other costs or charges arising out of any litigation based, in whole or in part, on the intentional or negligent acts of the Lessee and its guests, licensees, successors, assigns, and/or contractors.
- (15) The Lessee shall be responsible for maintaining all insurance, including fire and extended coverage insurance.
- (16) Iran Divestment Act Certification: In order to comply with statutorily mandated contracting procedures that are applicable to the Lessor as a North Carolina municipal corporation, an Iran Divestment Act certification must be obtained from entities attempting to enter into contracts with the City of Asheboro. Therefore, in compliance with Section 147-86.59 of the General Statutes of North Carolina (the "General Statutes"), the Lessee hereby certifies that (i) the Lessee is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to Section 147-86.58 of the General Statutes, and that (ii) the Lessee will not utilize any contractor/subcontractor identified on the Final Divestment List to perform work on the demised premises or under any contract with the City of Asheboro. The Final Divestment List can be found on the North Carolina State Treasurer's website with resources related to the Iran Divestment Act ([www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran)). The Final Divestment List will be updated every 180 days.

- (17) E-Verify Compliance Section: Section 143-133.3 of the General Statutes provides, in part, that the governing board of any political subdivision of the State of North Carolina, which would include the City Council of the City of Asheboro, North Carolina, may not enter into a contract such as this Agreement unless the contractor, which is the Lessee in this case, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The said Article 2 of Chapter 64 establishes North Carolina's E-Verify requirements for employers. For the sole and limited purpose of creating a valid contract with the City of Asheboro, the Lessee hereby represents and covenants that the Lessee and its contractors and subcontractors who may perform work on the demised premises are compliant, and will remain compliant throughout the duration of this Agreement, with the cited requirements of Article 2 of Chapter 64 of the General Statutes. The Lessee acknowledges and agrees that the City of Asheboro is relying upon this E-Verify compliance section in order to enter into this Agreement. The parties agree to this contractual provision only to the extent authorized by law. If this section of the Agreement is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to conform to Section 143-133.3 of the General Statutes.
- (18) Lessor and Lessee each acknowledge and represent that it is duly organized, validly existing, and in good standing and has the right, power, and authority to enter into this Agreement and bind itself hereto through the official set forth below as signatory for the party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

[The remainder of this page was purposefully left blank.  
The signatures, attestations, and notarial certificates of the appropriate officials for the  
respective parties are on the next two pages.]

**Lessor:**

**CITY OF ASHEBORO**

By: \_\_\_\_\_  
David H. Smith, Mayor  
City of Asheboro, North Carolina

ATTEST:

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

STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH

I am a Notary Public of the county and state aforesaid, and I do hereby certify that Holly H. Doerr, who is personally known to me, voluntarily appeared before me this day and acknowledged that she is the City Clerk for the City of Asheboro, a North Carolina municipal corporation, and that, by authority duly given and on behalf of the municipal corporation, the Mayor of the City of Asheboro executed the foregoing instrument for the purposes stated therein and that Ms. Doerr, as City Clerk, attested and sealed the instrument with the municipal corporation's seal.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed or Typed Name of Notary Public

My commission expires:

\_\_\_\_\_

Lessee:

**CIVIL AIR PATROL**

By:

\_\_\_\_\_  
John Salvador,  
Interim Chief Operating Officer  
Civil Air Patrol

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I am a Notary Public of the County and State aforesaid, and I do hereby certify that John Salvador personally appeared before me this day and acknowledged that, as the Interim Chief Operating Officer of the Civil Air Patrol, he is a corporate officer for the Civil Air Patrol and that, by authority duly given and on behalf of the Civil Air Patrol, he duly executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed or Typed Name of Notary Public

My commission expires:

\_\_\_\_\_

# EXHIBIT 1

RUNWAY

TAXIWAY

APRON

APRON

"T" HANGARS

C.A.P. BUILDING

A B C D

MAINTENANCE BUILDING

"T" HANGARS

PUBLIC FACILITIES

F G E

FBO ADMINISTRATION BUILDING



# ASHEBORO REGIONAL AIRPORT



SCHEDULE "C"

- AMENDED NOVEMBER, 1995
- JANUARY, 1997
- AUGUST, 1998
- JUNE, 1999
- DECEMBER, 2000
- DECEMBER, 2003
- NOVEMBER, 2006
- OCTOBER, 2013

DISPLAY AREA AIRCRAFT MUSEUM

65.5

H

G

L

"T" HANGARS

J

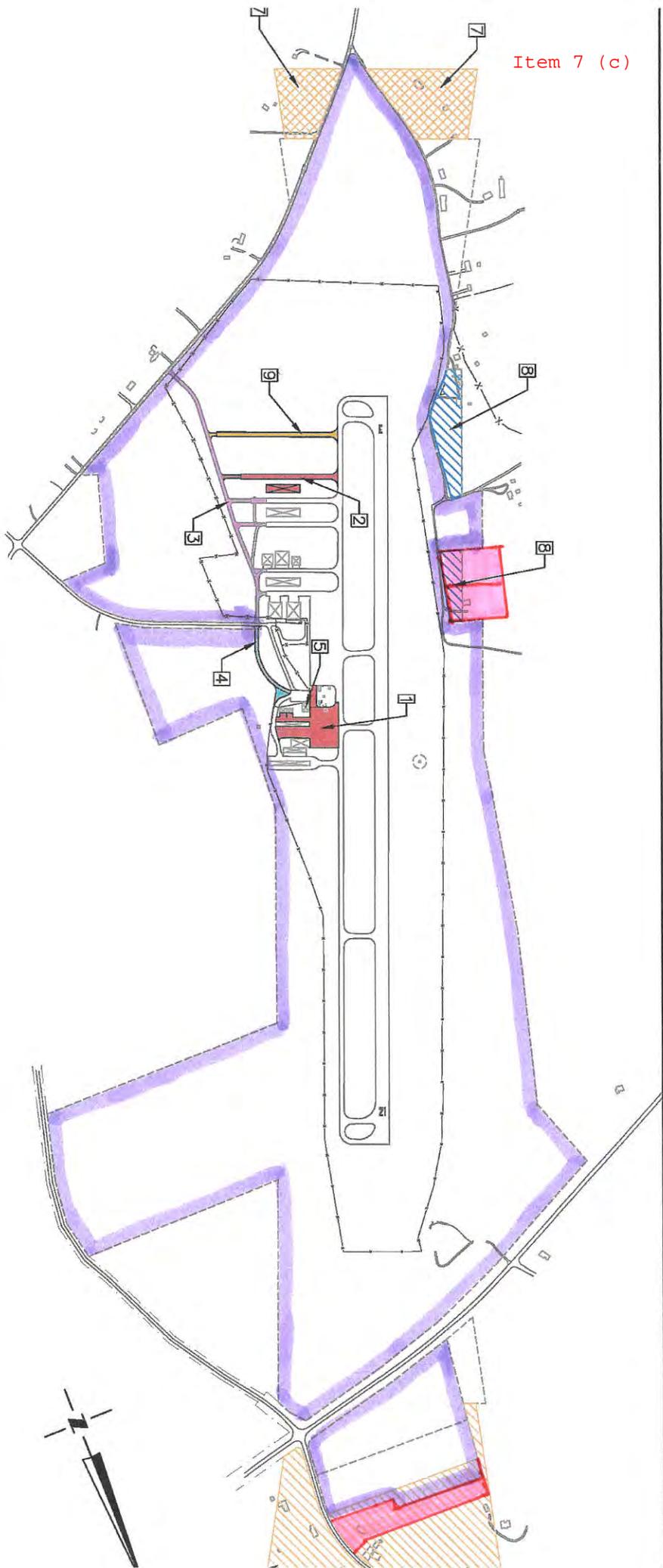
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HANGARS

"T" HANGARS

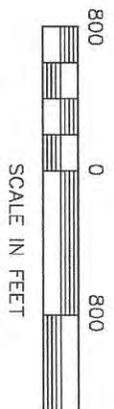
N



**PROJECT DESCRIPTION**

-  - Airport Property
-  - Proposed Parcels

-  2014 1. APRON REHABILITATION
-  2014 2. HANGAR DEV. AREA TAXILANES & ACCESS ROAD (PHASE I-PAVING & T-HANGAR BUILDING)
-  2015 3. TAXILANE EXTENSION AND HANGAR ACCESS ROAD
-  2016 4. RELOCATE AIRPORT ENTRANCE ROAD
-  2017 5. TERMINAL BUILDING
-  2018 6. LAND ACQUISITION – RW 21 FUTURE APPROACH
-  2018 7. AVIGATION EASEMENT – RW 3 FUTURE APPROACH
-  2019 8. LAND ACQUISITION – BUILDING RESTRICTION LINE
-  2020 9. HANGAR DEV. AREA TAXILANES & ACCESS ROAD (PHASE II)



<p>PROJECT NO. 2014-2020                  DATE: OCT 2015                  DRAWN BY: [Name]                  CHECKED BY: [Name]</p>	<p>SCALE: AS SHOWN                  DATE: OCT 2015                  DRAWN BY: [Name]                  CHECKED BY: [Name]</p>
<p><b>WK DICKSON</b>                  community infrastructure consultants</p>	
<p>FISCAL YEAR 2014-2020 PRC</p>	
<p>TRANSPORTATION IMPROVEMENT                  FOR THE                  ASHEBORO REGIONAL AIRPO                  ASHEBORO, NORTH CAROLINA</p>	
<p>Other Locations:                  CHARLOTTE, NC                  SOUTH CAROLINA</p>	



- Parcels
- Address Points
- Centerlines
- Centerline Labels
- Major Roads
- C; N; S; U
- Cities Outline

The information contained on this page is NOT to be construed or used as a "legal description". Map information is believed to be accurate but accuracy is not guaranteed. Any errors or omissions should be reported to the City of Asheboro Information Technology Division. In no event will the City of Asheboro be liable for any damages, including loss of data, lost profits, business interruption, loss of business information or other pecuniary loss that might arise from the use of this map or the information it contains.



Asheboro2  
Printed November 04, 2016  
See Below for Disclaimer



- Parcels
- Address Points
- Centerlines
- Centerline Labels
- Major Roads I
- C; N; S; U
- Cities Outline

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**RESOLUTION NUMBER \_\_\_\_\_**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**A RESOLUTION REJECTING THE BIDS INITIALLY RECEIVED FOR  
STANDING TIMBER ON CITY-OWNED LAND NEAR THE ASHEBORO  
REGIONAL AIRPORT AND AUTHORIZING A NEW SALE PROCESS**

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

**WHEREAS**, the standing timber to be sold is located near the Asheboro Regional Airport, and the said land (the “Airport Property”) is more specifically described as follows:

Approximately 125 +/- total acres of land located southwest of Asheboro proper, south of North Carolina Highway 49 and west of Tot Hill Farm Road, with the following Randolph County Parcel Identification Numbers and deed references to the books of record in the office of the Randolph County Register of Deeds: 7639454641 (Book 729, Page 11), 7639479760 (Book 1577, Page 970), 7639473372 (Book 1299, Page 295), 7639412973 (Book 1203, Page 1830), 7639579806 (Book 1312, Page 1930) (portion south of North Carolina Highway 49 only), 7639551008 (Book 1302, Page 1866), 7639332815 (Book 1434, Page 22), 7639229805 (Book 1434, Page 22), and 7639478044 (Book 934, Page 411); and

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

**WHEREAS**, with the adoption of Resolution Number 28 RES 9-16 on September 15, 2016, the City Council authorized, subject to certain restrictions for Stream Management Zones (“SMZs”), a clear-cut harvest of all merchantable timber within the above-described timber sale area; and

**WHEREAS**, pursuant to the City Council’s instructions in Resolution Number 28 RES 9-16, this timber sale was to be conducted by means of an advertisement and sealed bid sale process designed to conform to Section 160A-268 of the North Carolina General Statutes; and

**WHEREAS**, in accordance with the sealed bid sale process approved by the City Council, the city clerk submitted for publication on September 25, 2016, in *The Courier-Tribune*, a newspaper having general circulation in the City of Asheboro and Randolph County, notice of the

sealed bid sale process that specified, along with the terms and conditions of sale, a bid opening time and date of noon on Thursday, October 27, 2016; and

**WHEREAS**, because of miscommunication that occurred in spite of the good faith efforts of the parties, the bids for the above-described standing timber were mistakenly opened on Wednesday, October 26, 2016; and

**WHEREAS**, due to this irregularity in the sale process, all of the bids submitted in response to the sealed bid sale process authorized by Resolution Number 28 RES 9-16 must be rejected; and

**WHEREAS**, the City still possesses surplus standing timber that the City Council wishes to sell in a lawful, efficient, and fiscally responsible manner; and

**WHEREAS**, the City Council has decided to utilize the negotiated offer, advertisement, and upset bid process authorized by Section 160A-269 of the North Carolina General Statutes in an effort to obtain \$384,936.00 for the above-described standing timber;

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

**Section 1.** All bids received in response to the advertisement and sealed bid sale process authorized by Resolution Number 28 RES 9-16 and advertised in *The Courier-Tribune* on September 25, 2016, in accordance with Section 160A-268 of the North Carolina General Statutes, are hereby rejected.

**Section 2.** The City Council hereby confirms the earlier determination in Resolution Number 28 RES 9-16 that the merchantable timber in the above-described timber sale area on the Airport Property is surplus property.

**Section 3.** Subject to certain conditions and limitations stated and/or referenced within this Resolution, the City Council hereby authorizes the use of the negotiated offer, advertisement, and upset bid process established in Section 160A-269 of the North Carolina General Statutes to sell the merchantable timber within the designated clear-cut timber harvest area that consists of three separate blocks on the Airport Property.

**Section 4.** The timber sale authorized by this Resolution is a clear-cut harvest within the identified timber sale area of all merchantable timber, except within Stream Management Zones (“SMZs”). No hardwood trees measuring less than 18" across the stump, measured six inches from the ground, are to be harvested from the SMZs. All pine timber may be harvested from the SMZs. The boundaries of the SMZs have been marked with blue paint. The property/cutting lines for the timber sale area within which the clear-cut harvest is to be conducted have been identified in the field by the placement of glo-pink flagging. Furthermore, this timber sale is contingent upon the bidder unequivocally accepting and complying with the following conditions of the sale:

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

**Section 5.** The city manager and any other necessary city officials are hereby authorized to take all lawful and cost effective measures needed to procure a negotiated offer for the said surplus standing timber that strictly complies with the terms and conditions specified herein and that is in the amount of \$384,936.00.

**Section 6.** Upon receipt by the city clerk of such an offer, which must be submitted on a form approved by the city attorney along with a 5% bid deposit (\$19,246.80) in cash or in the form of a certified check or cashier’s check payable to the City, the clerk will publish notice of the offer in accordance with Section 160A-269 of the North Carolina General Statutes.

**Section 7.** Persons or entities wishing to upset the offer must deliver to the office of the city clerk, during the City’s normal business hours, an upset bid within 10 calendar days after

the notice referenced in Section 6 of this Resolution is published. In order to be considered properly delivered, an upset bid must be hand-delivered to the city clerk, or her designee, within the stated time frame on a form approved by the city attorney and available for distribution to potential bidders in the city clerk's office.

**Section 8.** If no qualifying upset bid is received, the offer of \$384,936.00 shall be deemed to be accepted by the City Council pursuant to Section 8 of this Resolution, and the appropriate City officials shall execute the instruments necessary to conclude the timber sale in accordance with the terms and conditions stated herein.

**Section 9.** If a qualifying upset bid is received, the city clerk shall cause notice of the upset bid to be published. In the event more than one upset bid is filed during an advertised 10-day period for the receipt of upset bids, the first upset bid received shall govern, and all subsequent upset bids received during the stated period shall be returned to the respective bidders. Upon receipt of a qualifying upset bid, the standing timber will be advertised again for additional upset bids. The city clerk will continue to follow this process until a 10-day period has passed without the receipt of any qualifying upset bid. At that time, the amount of the final high bid shall be reported to the City Council.

**Section 10.** A qualifying upset bid is a properly delivered bid that raises the offer subject to upset by not less than 10% of the first \$1,000.00 of the existing offer and by not less than 5% of the remainder of the offer.

**Section 11.** The negotiated offer and any qualifying upset bid must be submitted with a bid deposit in the amount of 5% of the offer/bid. Such a deposit must be hand delivered to the city clerk in the form of either cash or in the form of a certified check or cashier's check payable to the City of Asheboro. The City will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The bid deposit of a successful bidder will be returned at the closing facilitated by the Consulting Forester.

**Section 12.** The City Council reserves the right to reject any and all offers/bids.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 10<sup>th</sup> day of November, 2016.

---

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

ATTEST:

---

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

**RESOLUTION NUMBER \_\_\_\_\_**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE QUESTION OF THE REQUESTED ANNEXATION OF LAND OWNED BY JOURNEY CHURCH OF THE PIEDMONT, INC.**

**WHEREAS**, Journey Church of the Piedmont, Inc. (the “Petitioner”) has properly submitted a petition requesting the annexation by the city of two adjoining parcels of land at 1801 and 1827 South Fayetteville Street that are more specifically identified by Randolph County Parcel Identification Numbers 7750734715 and 7750733691; and

**WHEREAS**, the Asheboro City Council directed, by resolution, the city clerk to investigate the sufficiency of the annexation petition submitted by the Petitioner; and

**WHEREAS**, on the basis of information gathered by city staff members during an investigation of the submitted petition, the city clerk certified the sufficiency of the petition as a basis for proceeding with setting the date for a public hearing on the question of annexation pursuant to Section 160A-31 of the North Carolina General Statutes;

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

**Section 1.** A public hearing on the question of annexing the area described herein will be held in the Council Chamber of Asheboro City Hall, which is located at 146 North Church Street, Asheboro, North Carolina 27203, during a regular meeting of the city council that will begin at 7:00 o’clock p.m. on the 8<sup>th</sup> day of December, 2016.

**Section 2.** The area proposed for annexation is described by metes and bounds as follows:

Asheboro Township, Randolph County, North Carolina:

BEGINNING on the existing primary city limits line for the City of Asheboro at a new railroad spike set flush with the ground at the intersection of the eastern margin of the 70-foot public right-of-way for South Fayetteville Street with the southern margin of the 40-foot public right-of-way for Foster Street; thence from the said beginning point following the existing primary city limits South 70 degrees 01 minute 10 seconds East 416.45 feet along the northern boundary line for the Journey Church of the Piedmont, Inc. property shown as Tract 1 on a plat of survey recorded in Plat Book 148, Page 70, Randolph County Registry (this tract of land for which annexation into the City of Asheboro is sought by Journey Church of the Piedmont, Inc. shall be hereinafter referred to as the “Annexation Tract”) to a 3/4" existing iron pipe that is 12" tall at the northeast corner of the Annexation Tract; thence departing from the existing primary city limits line and the

northern boundary line of the Annexation Tract by proceeding along the eastern boundary line of the Annexation Tract, which is also the proposed new primary city limits line for the City of Asheboro, the following courses and distances: South 03 degrees 19 minutes 07 seconds East 149.99 feet to a 3/4" existing iron pipe that is flush with the ground; thence South 03 degrees 16 minutes 11 seconds East 85.85 feet to a 3/4" existing iron pipe that is 3" tall; thence South 03 degrees 16 minutes 11 seconds East 64.14 feet to a 3/4" existing iron pipe control corner that is flush with the ground at the southeast corner of the Annexation Tract; thence departing from the eastern boundary line for the Annexation Tract and following the proposed new primary city limits line for the City of Asheboro North 84 degrees 41 minutes 56 seconds West 560.39 feet along the southern boundary line for the Annexation Tract to a 3/4" existing iron pipe control corner that is 4" deep in the eastern margin of the public right-of-way for South Fayetteville Street; thence continuing to follow the proposed new primary city limits line across the 70-foot public right-of-way for South Fayetteville Street the following courses and distances: North 84 degrees 41 minutes 56 seconds West 11.40 feet to a 1/2" existing iron rod that is 2" deep; thence North 69 degrees 02 minutes 33 seconds West 59.02 feet to a computed point in the western margin of the public right-of-way for South Fayetteville Street, which is also the location of the existing primary city limits line for the City of Asheboro; thence departing from the proposed new primary city limits line and following the existing primary city limits line North 20 degrees 57 minutes 27 seconds East 420.53 feet along the western margin of the public right-of-way for South Fayetteville Street to a computed point; thence departing from the western margin of the said public right-of-way and following the existing primary city limits line by crossing the 70-foot public right-of-way along the following courses and distances: South 69 degrees 02 minutes 33 seconds East 58.55 feet to a new mag nail; thence South 70 degrees 01 minute 10 seconds East 11.45 feet to the point and place of BEGINNING, and containing 4.58 acres of land, more or less, to be annexed.

The above-listed description is in accordance with a plat of survey identified as job number 160020 and titled "ANNEXATION PLAT FOR: JOURNEY CHURCH OF THE PIEDMONT, INC. TRACT 1." The said plat was drawn under the supervision of John W. Willis, Jr., Professional Land Surveyor with Registration Number L-4522.

**Section 3.** Notice of the public hearing shall be published in *The Courier-Tribune*, a newspaper having general circulation in the City of Asheboro, at least ten (10) days prior to the date of the public hearing.

This Resolution was adopted in open session during a regular meeting of the Asheboro City Council that was held on the 10<sup>th</sup> day of November, 2016.

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David H. Smith, Mayor

ATTEST:

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Holly H. Doerr, CMC, NCCMC, City Clerk

**CERTIFICATE OF SUFFICIENCY**

**(Annexation Petition Received from Journey Church of the Piedmont, Inc.)**

TO: The City Council of the City of Asheboro, North Carolina

I, Holly H. Doerr, CMC, NCCMC, City Clerk for the City of Asheboro, North Carolina, do hereby certify that, with the assistance of staff members in various city departments, I have investigated the petition submitted by Journey Church of the Piedmont, Inc. requesting annexation of the church's two adjoining parcels of land at 1801 and 1827 South Fayetteville Street into the primary corporate limits of the City of Asheboro. These parcels of land are more specifically identified by Randolph County Parcel Identification Numbers 7750734715 and 7750733691.

On the basis of the evidence obtained during the course of my investigation, I have concluded that the owners of the real property lying in the area for which annexation has been requested have signed the prescribed petition. The petition appears to be sufficient to satisfy the provisions of Section 160A-31 of the North Carolina General Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Asheboro, North Carolina in order to make this certification effective as of the 10<sup>th</sup> day of November, 2016.

(CITY SEAL)

\_\_\_\_\_  
Holly H. Doerr, CMC, NCCMC, City Clerk

**RESOLUTION NUMBER \_\_\_\_\_**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE THE SUFFICIENCY OF AN ANNEXATION PETITION SUBMITTED BY JOURNEY CHURCH OF THE PIEDMONT, INC.**

**WHEREAS**, Journey Church of the Piedmont, Inc. (hereinafter referred to as the “Petitioner”) has submitted a petition requesting the annexation of the church’s two adjoining parcels of land at 1801 and 1827 South Fayetteville Street into Asheboro’s primary corporate limits, these parcels of land are more specifically identified by Randolph County Parcel Identification Numbers 7750734715 and 7750733691; and

**WHEREAS**, the territory for which annexation is requested is contiguous with the existing primary corporate limits of the City of Asheboro; and

**WHEREAS**, Section 160A-31 of the North Carolina General Statutes provides that the sufficiency of the petition shall be investigated by the city clerk before further annexation proceedings may take place; and

**WHEREAS**, in response to this petition, the Asheboro City Council has decided to proceed with the statutorily prescribed voluntary annexation process;

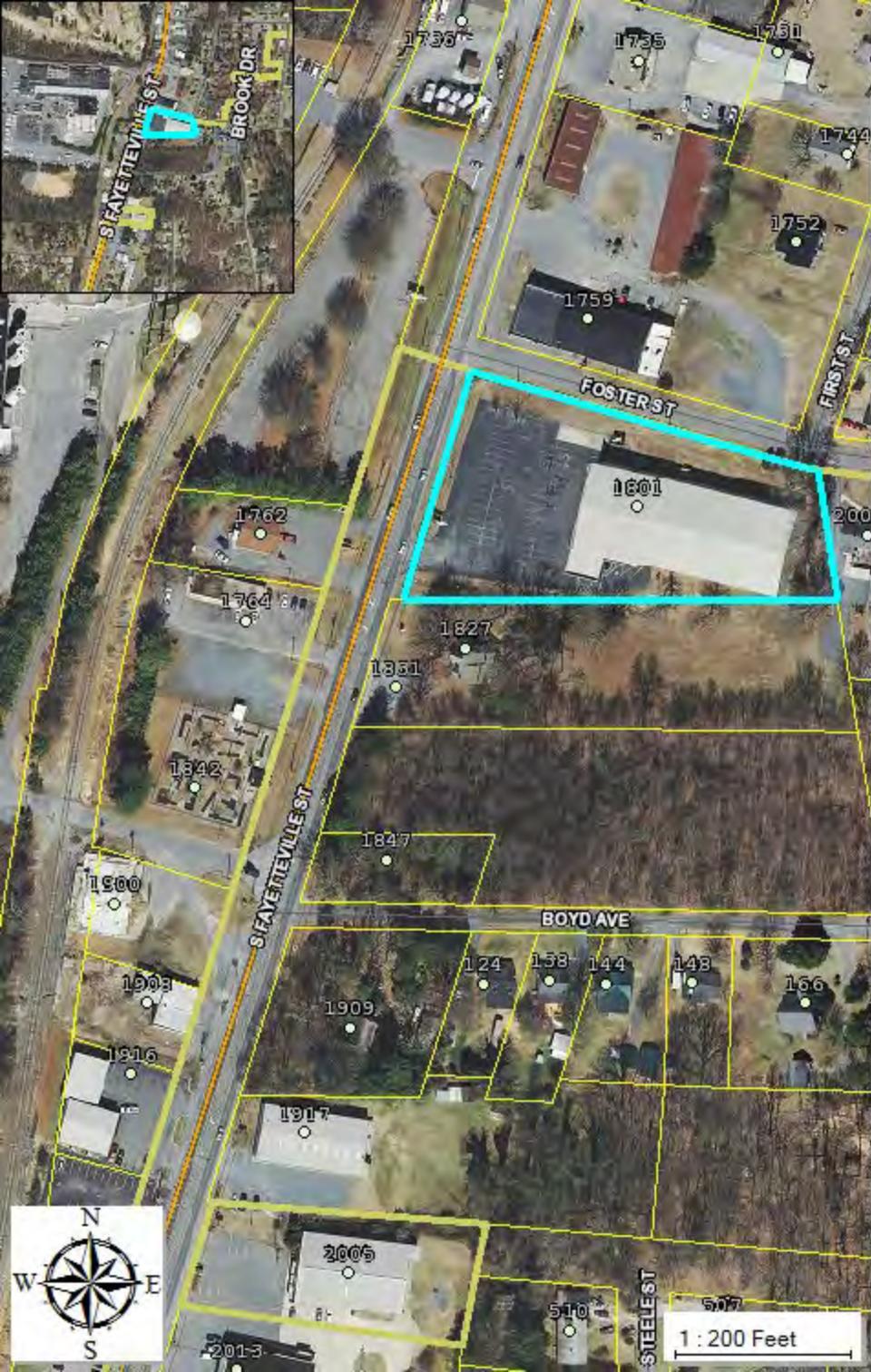
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro, North Carolina that the city clerk is directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the city’s governing board the results of her investigation.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 10<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
David H. Smith, Mayor

ATTEST:

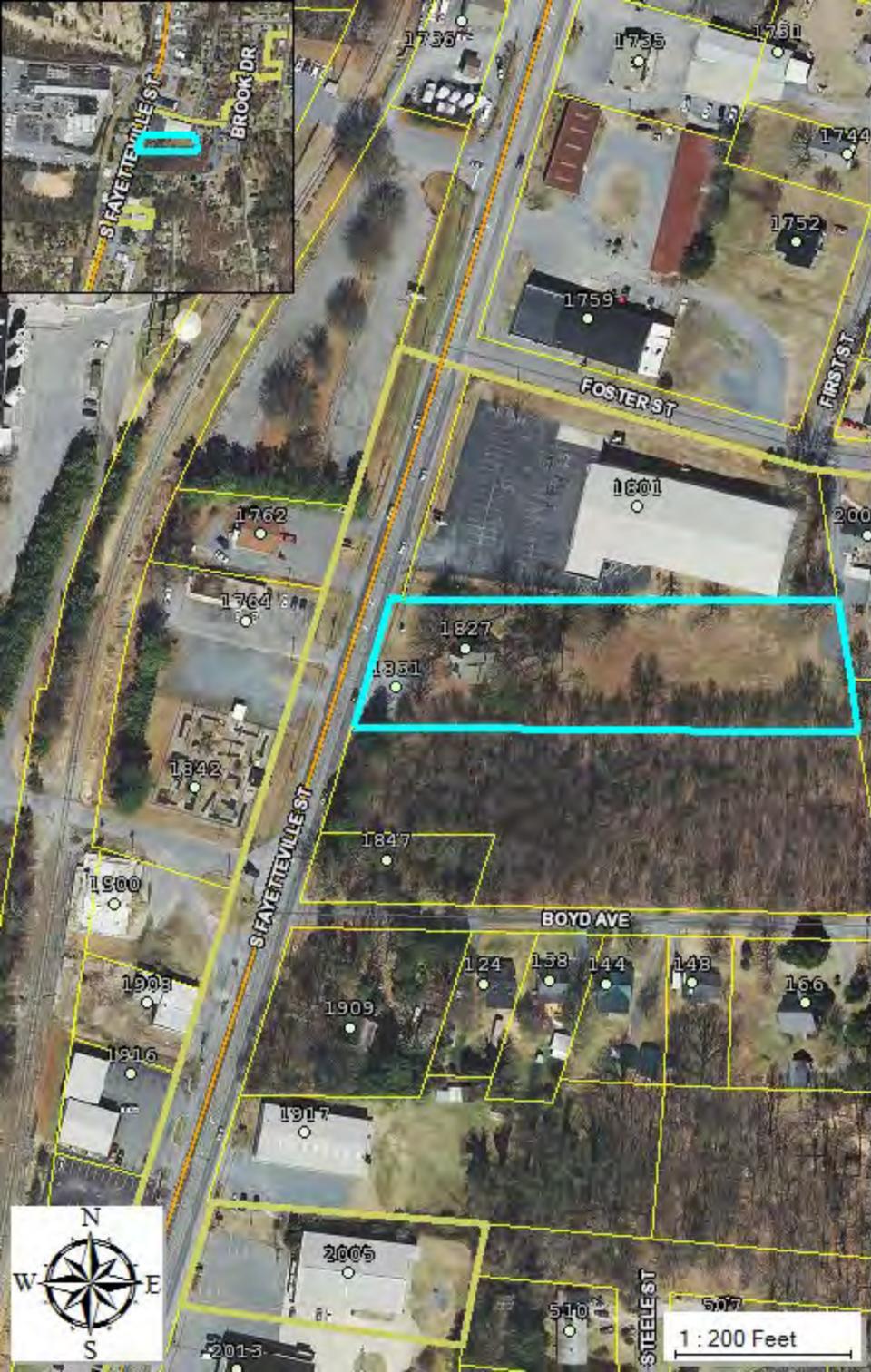
\_\_\_\_\_  
Holly H. Doerr, CMC, NCCMC, City Clerk



- Parcels 
- Address Points 
- Centerlines 
- Centerline Labels 
- Major Roads 
- C; N; S; U 
- Cities Outline 



1 : 200 Feet



- Parcels
- Address Points
- Centerlines
- Centerline Labels
- Major Roads
- C; N; S; U
- Cities Outline



1 : 200 Feet

**PRELIMINARY INFORMATION FOR DISCUSSION****Asheboro City Council Regular Meetings for 2017**

<b><u>Month</u></b>	<b><u>Meeting Date</u></b>
January	5 <sup>th</sup> (New Year's Holiday – Jan. 12 <sup>th</sup> )
February	9 <sup>th</sup>
March	9 <sup>th</sup>
April	6 <sup>th</sup>
May	4 <sup>th</sup>
June	8 <sup>th</sup>
July	6 <sup>th</sup> (4 <sup>th</sup> of July Holiday – July 13 <sup>th</sup> )
August	10 <sup>th</sup>
September	7 <sup>th</sup> (Labor Day Holiday – Sept. 14 <sup>th</sup> )
October	5 <sup>th</sup>
November	9 <sup>th</sup>
December	7 <sup>th</sup>