

**AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, NOVEMBER 7, 2019, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Public comment period.
4. Consent agenda:
 - (a) Approval of the meeting minutes for the regular city council meeting on October 10, 2019.
 - (b) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for September 3, 2019.
 - (c) Approval of the temporary closure from 7:00 p.m. to 8:30 p.m. on Friday December 6, 2019, of the streets indicated on the accompanying parade permit application and map for the Asheboro/Randolph Chamber of Commerce Christmas Parade.
 - (d) Approval of the temporary closure from 6:00 p.m. to 9:00 p.m. on Friday, December 13, 2019, of the streets indicated on the accompanying parade permit application and map for the annual "Christmas on Sunset" event sponsored by the Asheboro/Randolph Chamber of Commerce Downtown Development Committee.
 - (e) Approval of a budget amendment for the General Fund.
 - (f) Approval of a resolution authorizing the conveyance of a surplus vehicle to the Town of Liberty.
5. Recognition of retired Chief of Police Jody P. Williams for his years of dedicated service to the City of Asheboro.
6. Lieutenant David Barr, Randolph County Emergency Services, will present the North Carolina Office of EMS Team Focused CPR Award to the Asheboro Fire Department for 70 CPR saves.
7. Senior Adults and Special Populations Program Coordinator Kelli King and Kathy Vuncannon, a member of the Randolph County Advisory Council for Disability Awareness, will recognize this year's recipients of the Audrey and Jim Harriman Employee and Employer Awards.

8. Randolph County Library Director Ross Holt will update the City Council on upcoming Library programs and activities.
9. City of Asheboro Employee United Way Committee Co-Chairs John Evans and Kristen Terry will report on the 2019 campaign.
10. Community Development Director Trevor Nuttall will introduce the proposed redevelopment of Acme-McCrary West Senior Housing Project from the City of Asheboro's 2018-2023 Central City Business District Redevelopment Plan.
 - (a) Presentation by John Stiltner, Director of Construction at Landmark Asset Services, regarding the development.
 - (b) Consideration of a resolution(s) in support of the redevelopment of Acme-McCrary West Senior Housing Project from the City of Asheboro's 2018-2023 Central City Business District Redevelopment Plan.
11. Planning and Zoning Administrator Justin Luck will present the Redevelopment Commission's request to establish the Asheboro Downtown Historic District and request authorization to engage Fearnbach History Services, Inc. to prepare a National Register Nomination for the proposed Historic District.
12. City Engineer Michael Leonard, PE will present the following Asheboro Regional Airport items:
 - (a) Update on the aviation accident on October 4, 2019.
 - (b) Consideration of the adoption of a fee schedule for airport hangar leases.
 - (c) Final action on a proposed 3-year hangar lease with the Civil Air Patrol.
 - (d) Initial action to align the terms of the FBO lease agreement and a fuel truck lease agreement with each other.
13. City Engineer Michael Leonard, PE will present the following annexation items:
 - (a) Consideration of a petition to annex approximately 49.228 acres of land at the end of Nottingham Street (Randolph County Parcel Identification Numbers 7752547146, 7752640158, and part of 7752655565):
 - (i) Resolution directing the city clerk to investigate the petition; and
 - (ii) Resolution setting a public hearing date.

(b) Consideration of a petition to annex approximately 2.4 acres of land at 1730 East Salisbury Street (Randolph County Parcel Identification Number 7761722161):

(i) Resolution directing the city clerk to investigate the petition;

(ii) Resolution setting a public hearing date; and

(iii) Consideration of an ordinance to amend Section 50.008 of the Code of Asheboro, and consideration of the issuance of a temporary connection permit.

14. Community Development Director Trevor Nuttall will present the websites currently under development for Sunset Theatre and the City of Asheboro.
15. Mayor Smith will lead a discussion of potential changes in the council's meeting schedule for 2020.
16. Mayor Smith will lead a discussion of upcoming events and items not on the agenda.
17. Adjournment.

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, OCTOBER 10, 2019
7:00 p.m.**

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

David H. Smith) – Mayor Presiding

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

John N. Ogburn, III, City Manager
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Doug Kemp, Human Resources Director
Michael L. Leonard, PE, City Engineer
Mark T. Lineberry, Chief of Police
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Michael D. Rhoney, PE, Water Resources Director
Jeffrey C. Sugg, City Attorney

1. Call to order.

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

2. Moment of silent prayer and pledge of allegiance.

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

3. Presentation of a *Key to the City* to the Clyde and Betty Foust Family.

Mayor Smith presented to the Clyde and Betty Foust Family a key to the city in recognition and honor of their sustained leadership and faithful public service to the citizens of Asheboro.

4. Recognition of Finance Officer Deborah P. Reaves for her vital role in the city's receipt from the Government Finance Officers Association of a Certificate of Achievement for Excellence in Financial Reporting.

Mayor Smith recognized Ms. Deborah P. Reaves for her vital role in the city's receipt from the Government Finance Officers Association of a Certificate of Achievement for Excellence in Financial Reporting.

5. Presentation of a gift to the City of Asheboro from the Sunset Property Owners' Group.

Mr. Neil Griffin reported that the Sunset Property Owners' Group has raised in excess of \$10,000 for the City of Asheboro to extend hanging baskets along Sunset Avenue to the I73/74 corridor. These property owners are supportive of the success in the downtown area and want to spread the success along the length of the gateway from the interstate to the downtown area.

6. Presentation of the North Carolina Waterworks Operators Association Laboratory Analyst of the Year Award.

Mr. Michael D. Rhoney, PE, who is the city's Water Resources Director, presented the North Carolina Waterworks Operators Association Laboratory Analyst of the Year Award to the city's Water Quality Manager Bernadine Wardlaw.

7. Update from the Randolph County Advisory Council for Disability Awareness.

Ms. Kelli King, who is the city's Senior Adults and Special Populations Program Coordinator and Ms. Kathy Vuncannon, a member of the Randolph County Advisory Council for Disability Awareness, invited everyone to the 6th Annual Disability Awareness Parade and Celebration that will take place in downtown Asheboro on October 18, 2019 at 10:00 a.m.

8. Final Report on the Sunset Theatre Capital Campaign.

Ms. Reaves reported that the Sunset Theatre Capital Campaign is complete, and the renovations to the theatre have been paid in full. This downtown asset is now debt free.

No formal action was taken by the city council during this portion of the meeting.

9. Public comment period.

Mayor Smith opened the floor for public comments.

Ms. Janet Brockus of 801 Oak Bend Drive presented traffic safety/stop sign concerns within her neighborhood.

Mr. Harrell Hamilton, a resident of the Greystone Community presented traffic safety/parking concerns within the vicinity of Lindley Park Elementary School.

Ms. Linda Hill presented comments and concerns pertaining to code enforcement/quality of life issues along with traffic and pedestrian safety concerns in city residential neighborhoods.

There being no further comments from the public, Mayor Smith closed the public comment period.

10. Consent agenda.

Prior to entertaining a motion, Mayor Smith announced that, at the request of city staff, a resolution pertaining to the conveyance of a surplus vehicle was withdrawn from consideration at this meeting. After this advance withdrawal of an item was announced without objection, Council Member Bell moved, with a second by Council Member Snuggs, to approve/adopt the following consent agenda items as presented. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

(a) The meeting minutes for the city council's regular meeting on September 12, 2019.

The approved meeting minutes are on file in the city clerk's office, and an electronic copy of the approved minutes is posted on the city's website.

(b) The final decision document for Land Use Case No. CUP-19-09.

Case No. CUP-19-09
Final Decision Document
City Council of the City of Asheboro, North Carolina

**IN THE MATTER OF THE APPLICATION BY OSOTT, LLC FOR A CONDITIONAL
USE PERMIT AUTHORIZING BOTH AN INDUSTRIAL DEVELOPMENT WITH
MULTIPLE USES AND/OR STRUCTURES
AND A SPECIAL NON-RESIDENTIAL INTENSITY
WATERSHED ALLOCATION**

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING, WITH
CONDITIONS, THE REQUESTED CONDITIONAL USE PERMIT**

THIS MATTER came before the Asheboro City Council (the “Council”) for a properly advertised quasi-judicial hearing that was initially opened on July 11, 2019, and due to the granting of hearing continuances during the July and August meetings, was conducted over the course of three regular Council meetings held on the following dates: July 11, 2019; August 8, 2019; and September 12, 2019. During the hearing, sworn witnesses provided testimony and documentary evidence pertaining to the application submitted by OSOTT, LLC for a Conditional Use Permit (“CUP”). 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. OSOTT, LLC (the “Applicant”) applied, by and through John Thompson, JB Davis, and Jerry Holder, for a CUP that is needed for the Applicant to proceed with a proposed land development project. Along with building elevations, the Applicant has submitted the site plan required by Section 1005 of the Asheboro Zoning Ordinance (the “Ordinance”).

2. The CUP is needed for two reasons: (a) Without a CUP, the Applicant cannot develop its proposed industrial development with multiple uses and/or structures on land that is located within a conditional use zoning district, and (b) Due to the fact that the proposed site for the industrial development is in the balance area of a watershed, the CUP is needed to obtain a special non-residential intensity watershed allocation.

3. The proposed site for the Applicant’s industrial development is approximately 62.34 acres in size and is composed of three parcels of land located on the north side of Vision Drive and along Nottingham Street (south of 1595 Nottingham Street).

4. These three parcels of land, which were submitted by the property owners (OSOTT, LLC and JB Davis & Sons Ventures, LLC) for consideration as a single zoning lot under the CUP application process, are identified by the following Randolph County Parcel Identification Numbers: 7752655565, 7752547146, and 7752640158. The three combined parcels of land will be hereinafter collectively referred to as the “Zoning Lot.”

5. During his testimony, City of Asheboro Community Development Director Trevor Nuttall offered uncontroverted testimony that the required notices of the combined hearing on the application for a rezoning to place the Zoning Lot in a CU-I2 zoning district and for the issuance of a CUP were mailed and published in accordance with the applicable legal requirements.

6. In a legislative act, the Council found the zoning district requested by the Applicant to be consistent with the city’s adopted comprehensive plan of development and placed the entirety of the Zoning Lot in a CU-I2 (Conditional Use General Industrial) zoning district before acting on the requested CUP. Prior to this legislative act, the Zoning Lot was divided between an R15 low-density single-family residential district, an RA6 high-density

residential district, and a CU-I3 conditional use limited industrial district which covered the largest portion of the Zoning Lot.

7. Section 102 of the Ordinance 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.

8. Section 102 of the Ordinance also 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 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.

The authorization of a Conditional Use Permit in any CU District for any use which is permitted only as a Special Use in the zoning district which corresponds to the CU District shall preclude any requirement for obtaining a Special Use Permit for any such use from the City Council.

9. Section 1013.2 of the Ordinance establishes the following general standards for the issuance by the Council of a CUP:

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.*
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.*

10. Section 210 of the Ordinance contains a statement of intent for the I2 Industrial Development District, and this statement of intent provides as follows:

The intent of the I2 Industrial Development District is to produce areas for intensive manufacturing, warehousing, processing and assembly uses, controlled by performance standards to limit the effect of such uses on adjacent districts.

11. According to Table 200-2 of the Ordinance, industrial developments with multiple uses and/or structures, which is the type of land use proposed by the Applicant for the Zoning Lot, are permitted as a principal use in the underlying I2 zoning district.

12. Article 1100 of the Ordinance defines the land use proposed for the Zoning Lot by the Applicant as an “industrial development with more than one principal structure and/or use on one zoning lot that will not be developed into building lots.”

13. The Ordinance’s supplemental regulations for industrial developments with multiple uses and/or structure, which are found as Note 45 in the notes to Table 200-2, provide as follows:

This type of development generally includes more then (sic) one principal structure and use with associated accessory structures and uses on one zoning lot which will not be subdivided into customary building lots. The development as a whole (including all principal structures and accessory structures) may not exceed the permitted FAR as specified in Table 200-2 (sic). All yard, height, setback, parking, buffer and screening etc. requirements of this ordinance shall be met for the development as a whole.

14. With regard to the Zoning Lot, the surrounding land uses are as follows:

North:	Single-Family/Schools/ Undeveloped Land	East:	Railroad/ Single-Family
South:	Undeveloped Land	West:	I-73/I-74/ Single-Family

15. A portion of the Zoning Lot is inside the city limits (this section of land is identified by Randolph County Parcel Identification Number 7752655565 and is located to the east of the Norfolk Southern railroad tracks). The balance of the Zoning Lot is beyond the city limits but within the city’s extraterritorial planning jurisdiction.

16. Vision Drive is a state-maintained boulevard with fully controlled access in this location. Access to the Zoning Lot will not be permitted from Vision Drive. The Zoning Lot also has frontage along another fully controlled access highway, the interstate highway (I-73/I-74). The public street proposed as the Zoning Lot’s sole point of ingress/egress is Nottingham Street which is a state-maintained street.

17. The North Carolina Department of Transportation (“NCDOT”) will be responsible for driveway permitting on Nottingham Street.

18. The Zoning Lot is approximately 62.34 acres in size. Out of these 62.34 acres, approximately 49.2 acres of land are located west of the Norfolk Southern railroad tracks.

Prior to the placement of the Zoning Lot into a CU-I2 zoning district during the combined hearing on the Applicant's rezoning and CUP request, the approximately 49.2 acres of land on the west side of the railroad tracks were in a CU-I3 zoning district and designated as an Employment Center by the city's Land Development Plan (the "LDP").

19. This approximately 49.2 acres of land on the west side of the Norfolk Southern railroad tracks was first placed in a conditional use industrial zoning district in May 1986. However, no specific use had been approved for this property prior to the consideration of the current Applicant's request.

20. The LDP designation of a majority of the acreage within the Zoning Lot as an Employment Center is attributable to the location of this land along a major transportation corridor (I-73/I-74), near an interstate interchange. In addition to this proximity to an interstate interchange, the Zoning Lot adjoins the Norfolk Southern railroad tracks.

21. The Zoning Lot is subject to the Northeast Small Area plan. This plan identifies the presence of an Employment Center at the interchange of I-73/I-74 and Vision Drive as a key issue. The city's LDP deems industrial uses to be an integral component of an Employment Center along with other non-residential uses.

22. Although there are adjacent residential uses and two public schools in the Zoning Lot's general area, there are also commercial, office, and institutional land uses and zoning along Vision Drive.

23. The city's LDP Growth Strategy Map designates the majority of the Zoning Lot, which is west of the railroad tracks, as an Economic Development Area, and the balance of the Zoning Lot located to the east of the railroad tracks is designated as a Primary Growth Area.

24. The Applicant's proposal includes a potential rail spur to serve the industrial development. Norfolk Southern has the final review and approval authority for the alignment of the rail spur and any improvements within the railroad right-of-way.

25. A portion of the Zoning Lot is located within the Back Creek Lake watershed and, consequently, is subject to the regulations found in Article 300B (Watershed Protection Regulations) of the Ordinance.

26. Watershed areas are divided into two tiers of control, critical and balance areas. Critical areas, which are the areas nearest to the water supply, are subject to the most stringent regulations because proximity to the intake creates a higher risk of contamination. The remaining part of the watershed, or the balance of the watershed, is subject to less restrictions because the greater distance from the point of intake lowers the risk of contamination. The northern two-thirds of the Zoning Lot, more or less, is in the balance of the Back Creek Lake watershed.

27. In the Ordinance, Article 300B, Section 310B.3, Subsection B.2. provides as follows:

All other residential and non-residential development shall not exceed twelve percent (12%) built-upon area on a project by project basis except that up to ten percent (10%) of the balance of the watershed may be developed for nonresidential uses to seventy percent (70%) built-upon area on a project by project basis. For the purpose of calculating built-upon area, total project area shall include total acreage in the tract on which the project is to be developed.

28. For a project to exceed the 12% built-upon limitation, the Council must issue a special non-residential intensity allocation ("SNIA"). Pursuant to Article 300B of the Ordinance, the Council is authorized to issue a Special Use Permit ("SUP") granting a SNIA so long as the issuance of the SUP is consistent with the provisions of Article 600, Section 647 of the Ordinance.

29. Article 600, Section 647.1 of the Ordinance provides as follows:

All applications for a SNIA shall include the following:

- a. *Projects must minimize built-upon surface area.*
- b. *Projects must direct stormwater away from surface waters.*
- c. *Projects must incorporate Best Management Practices to minimize quality impacts.*
- d. *Projects must be connected to City of Asheboro water and sewer.*
- e. *Projects must provide a positive economic benefit to the community.*

30. Within the balance of the Back Creek Lake watershed, 193.48 acres of land are available for the special allocation referred to as a SNIA. If the requested SNIA is granted, the Applicant's project would use 11.32 acres of the special allocation area, reducing the available allocation area to 182.16 acres.

31. In comparison to the earlier drafts of the site plan, the Applicant's current proposed use of 11.32 acres of the special allocation area is an improvement that reflects a reduction in the amount of built-upon area within the Zoning Lot. Prior to this improvement, the Applicant had requested the maximum allocation of 70% or 13.76 acres.

32. The Council's approval of the SNIA will have no effect on general watershed development regulations designed to protect water quality.

33. In pertinent part, Section 102 of the Ordinance provides as follows:

The authorization of a Conditional Use Permit in any CU District for any use which is permitted only as a Special Use in the zoning district which corresponds to the CU District shall preclude any requirement for obtaining a Special Use Permit for any such use from the City Council.

34. John Thompson, who is licensed in North Carolina as a general contractor and is authorized to act on behalf of the Applicant, provided uncontroverted testimony that best management practices ("BMP") will be utilized for the project. The site plan notes that the BMP will be sized to treat 70% built-upon area even though the site plan does not utilize the entirety of the allowable 70% built-upon area for the proposed project.

35. H. Mack Summey, PE is the engineer who sealed the plans reviewed by the Council, and he testified that, due to runoff controls such as the ditching incorporated into the plans, stormwater from the proposed development will not impact the King property located to the immediate north of the Zoning Lot, specifically including the pond located on the King property.

36. A small portion of the Zoning Lot near Vision Drive is located in a special hazard flood area. The site plan indicates that no building activity will occur in this flood area, and John Thompson's uncontroverted testimony confirmed this fact.

37. John Thompson and Ben Morgan, Esq. testified on behalf of the Applicant that the proposed industrial development will provide an economic benefit that will support the ability of the local economy to produce jobs and tax revenue by filling a need for industrial warehousing space. This testimony was not challenged by any other witnesses.

38. While he testified as to the need for warehousing space that will be addressed by the Applicant's proposal, Ben Morgan did not assert that the Applicant's proposed land use is a public necessity. Instead, Mr. Morgan called Lee Roberts to provide expert testimony as to the impact of the proposed industrial development on the value of property adjoining or abutting the Zoning Lot.

39. Lee Roberts testified that he is a licensed real estate appraiser in North Carolina and that he has been conducting residential real estate appraisals for approximately thirty years. In addition to residential site development work, his office conducts approximately 1,200 appraisals per year in an 8-county area in the piedmont of North Carolina. While Tom Terrell, Esq., who is legal counsel for Lucy and Paul King, vigorously challenged the adequacy of the data supporting the opinion offered by Mr. Roberts, no challenge was made to Mr. Roberts' professional qualifications as a licensed residential real estate appraiser.

40. Lee Roberts cited the May 1986 rezoning of the large portion of the Zoning Lot located on the west side of the Norfolk Southern railroad tracks to CU-I3 industrial zoning as an essential component of his analysis. This rezoning in combination with the presence of the major travel corridor (an interstate highway with the Vision Drive interchange) on one side and the railroad on the other side establishes the area for industrial use.

41. Mr. Roberts then focused his attention specifically on the King property identified on the site plan by Randolph County Parcel Identification Number 7752556741. The appraiser testified that this parcel is approximately 9.3 acres in size with two dwellings located on it. One structure, which was originally built in 1929, is a site built home with approximately 980 square feet of living space. The second structure is a 1959 single-wide manufactured home with multiple additions over the years. Lee Roberts testified as to his professional opinion that, on the basis of these factors and his extensive experience with this market and with other residential real estate in similar situations, the land use proposed by the Applicant will not substantially injure the value of adjoining or abutting property.

42. No other expert witnesses offered testimony as to the impact of the proposed development on the value of adjoining or abutting property.

43. In addition to increasing the buffer area to fifty feet on the northern boundary between the Zoning Lot and the King property, one of the changes made to the Applicant's site plan since the July 2019 Council meeting is the proposed relocation of a section of Nottingham Street along with the associated railroad crossing further south, away from the King property. Depending on whether measurements are made in relation to the railroad crossing points or along the property line, the proposed relocation would move the railroad crossing and entrance to the Zoning Lot between approximately two hundred feet and two hundred forty feet south from the current location.

44. The relocated section of Nottingham Street will provide public street access directly to the proposed industrial development, and this relocated section of street is to be built to NCDOT standards since the relocated section of Nottingham Street will continue to be state-maintained roadway. Likewise, the relocated railroad crossing is to be built to NCDOT and Norfolk Southern standards.

45. Due to the impact of this relocation of the railroad crossing and section of Nottingham Street on the ability of the Kings to access their property, legal counsel for the Applicant and the Kings jointly agreed to a proposed CUP condition requiring a permanent access easement and maintenance agreement providing a full right of access across the Zoning Lot (the Applicant's land) to the existing driveway on the King property that is identified by Randolph County Parcel Identification Number 7752556741. The maintenance of this connector to the current location of the driveway on the King property shall be the responsibility of the Applicant.

46. In addition to the above-stated condition regarding a permanent access easement and maintenance agreement, Ben Morgan, on behalf of his client (the Applicant), agreed to the following conditions for attachment to the requested CUP:

- (A) The approved land use shall be an "Industrial Development with Multiple Uses and/or Structures," excluding the uses listed below:
 - (1) Any type of Adult Establishment;
 - (2) Amusement Parks;
 - (3) Brew Pubs;
 - (4) Bus Terminal;

- (5) Cemetery (Human or Pet);
 - (6) Child Care Center;
 - (7) Circus, Fair, or Carnival;
 - (8) Correctional Facilities;
 - (9) Farmer's Market;
 - (10) Flea Market;
 - (11) Government Land Reserve;
 - (12) Junkyards;
 - (13) Kennels;
 - (14) Landfills;
 - (15) Liquor Store;
 - (16) Lumberyard;
 - (17) Mini Warehouse;
 - (18) Mobile Home Sales;
 - (19) Sludge Applications;
 - (20) Storage of Hazardous Wastes;
 - (21) Vehicle Towing Operation and/or Storage Facility; and
 - (22) Any Use Prohibited by the Watershed Protection Regulations in Article 300B of the Ordinance.
- (B) As allowed by the Ordinance, existing vegetation may be preserved and used to count towards the buffer and landscaping shown on the site plan.
- (C) If the number of parking spaces required to serve the proposed development is determined to be more or less than the amount of parking shown on the site plan, a change to the amount of parking that is compliant with the Ordinance specifications shall not be considered a modification of the project requiring Council approval. The Applicant shall submit a revised site plan for a compliance review by city staff and for inclusion in the file.
- (D) Actions identified in Article 1000, Section 1013.5.B (1) and (2) of the Ordinance related to the size of the proposed structure(s) shall be considered minor changes and not permit modifications requiring Council review.
- (E) Subject to the applicable zoning and subdivision ordinance requirements and processes, and consistent with Section 1013.5 of the Ordinance, the proposed conversion of any privately maintained drive within the Zoning Lot to a publicly maintained street shall not be deemed to be a modification of the CUP. This condition is equally applicable to a previously privately maintained connector between the Zoning Lot and public street infrastructure that is converted to a publicly maintained street.
- (F) Prior to the storage of any hazardous material, a spill prevention, containment, and control plan ("SPCC") shall be prepared by a professional competent in SPCC procedures and submitted to city staff for review and inclusion in the file. Any SPCC-required spill containment structures must be designed by a North Carolina registered professional engineer or architect.
- (G) A stormwater management plan identifying details of the stormwater BMP to be utilized shall be submitted prior to any zoning compliance permit authorizing built-upon area to exceed 12% of the watershed balance area on the zoning lot. Prior to the issuance of a certificate of zoning compliance, certification from a professional engineer stating that the stormwater BMP has been installed as designed shall be provided. Any open water retention or drainage areas shall be sprayed regularly for mosquito control. The continued maintenance of all runoff control measures shall be the responsibility of the property owner.
- (H) All land uses shall continually remain in good standing with the North Carolina Department of Environmental Quality ("NCDEQ") and/or other regulatory entities charged with enforcing air quality requirements. As a point of illustration and not limitation, this condition shall be deemed to mean that the land use remains free of any notice of violation and/or of non-compliance from NCDEQ.

- (I) Prior to the issuance of a zoning compliance permit for the construction of any phase of the development, the Applicant shall:
- (1) Provide evidence of required NCDOT approval(s);
 - (2) Provide evidence of approval by Norfolk Southern Railroad for all proposed improvements to be located within area controlled by the railroad;
 - (3) Provide evidence of compliance with the city code and policies for water and sewer extensions and connections, including annexation and the surveying of necessary easements for any lines required to be publicly maintained;
 - (4) Submit a revised site plan to city staff to accurately reflect the zoning classification of Tract 3 (Parcel Identification Number 7752655565);
 - (5) Provide NCDEQ erosion control permit when required; and
 - (6) 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.
- (J) Prior to issuance of a zoning compliance permit for future phases of the development, the following information shall be provided:
- (1) Additional lighting detail showing compliance with the Performance Standards for Industrial District provisions found in Section 316A of the Ordinance;
 - (2) Information showing compliance with the Ordinance Section 307A (Central Solid Waste Storage Area) provisions, as needed, for future phases of the development; and
 - (3) Building elevation details compliant with Article 300A, Section 316A in the Ordinance.

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 Ordinance requires for the issuance of a CUP, 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 CUP authorizing an industrial development with multiple uses and/or structures on the Zoning Lot.

3. The Zoning Lot is located in a CU-I2 zoning district. An industrial development with multiple uses and/or structures is permitted in the underlying I2 zoning district, and the status of this district as a conditional use district allows for closer review of the proposed land use and the imposition of individualized conditions that further the legitimate objectives of the Ordinance.

4. On the basis of competent, material, and substantial evidence in the record, and due to the acceptance by the Applicant of the conditions listed hereinbelow for attachment to the CUP, the Applicant's proposed land use meets the four general standards for granting the requested CUP, to wit:

- (A) A design professional, who is a North Carolina licensed professional engineer, has sealed the site plan for the proposed land use and has specifically included within the site plan the required elements for safely conducting the proposed land use within the balance of the watershed. In light of the Applicant's site plan and the Applicant's commitment to comply with the watershed regulations and the additional conditions attached to this CUP, no abnormal hazards that are different in kind from the materials that are already transported on either side of the Zoning Lot by means of the interstate highway

and the railroad tracks will be posed by the Applicant's proposed land use. There will definitely be increased traffic on a state-maintained road with a railroad crossing that the Applicant will construct/improve in accordance with NCDOT and Norfolk Southern standards. However, in this case, an increase in traffic does not mean that undue or unsafe congestion will occur. Accordingly, the Council has concluded that the proposed land use will not materially endanger the public health or safety if located where proposed and developed according to the approved plan.

- (B) The Applicant's proposed land use meets all of the Ordinance's required conditions and specifications.
- (C) The only expert testimony offered on the subject of whether the proposed land use will substantially injure the value of adjoining or abutting property was provided by Lee Roberts, the licensed real estate appraiser called to testify by the Applicant. Mr. Roberts testified as to his professional opinion, but he did not submit a written report such as a market impact study with market data or tax data. However, Mr. Roberts' testimony did establish that (a) he had researched zoning history pertaining to the Zoning Lot; (b) he factored surrounding land uses/activities into his analysis, specifically the interstate highway and railroad on either side of the Zoning Lot and the adjoining property; (c) he described the structures on the adjoining parcel of land for which a specific concern had been raised; and (d) he testified as to his familiarity with this real estate market and that he has experience with other homes in similar situations. Mr. Roberts asserted that he had sufficient information to form the professional opinion that the Applicant's proposed land use will not substantially injure the value of adjoining or abutting property. The Council has determined that Lee Roberts is an expert in the field of residential real estate appraisal and that his expert opinion was supported with sufficient facts and background information to conclude that the proposed land use will not substantially injure the value of adjoining or abutting property.
- (D) Based on the combination of the legislative zoning and plan consistency determinations made by the Council in this area from 1986 to the present, the existing land uses in the vicinity of the Zoning Lot and Vision Drive, and the Employment Center designation for a majority of the acreage within the Zoning Lot that is bordered by an interstate highway and a rail line, the Council has concluded that the location and character of the industrial development with multiple uses and/or structures, 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 is in general conformity with Asheboro's plan of development.

5. Due to the presence of a significant portion of the Zoning Lot within the balance of the Back Creek Lake watershed, the Applicant has properly submitted an application for a SNIA that will allow the Applicant to use approximately 11.32 acres of the special allocation area. In addition to meeting the above-described general standards for the issuance of a CUP authorizing an industrial development with multiple uses and/or structures, the same analysis of the Applicant's compliance with these four general standards applies to the request for the SNIA. Furthermore, the Applicant has also provided competent, material, and substantial evidence in the record to establish compliance with the five specific standards prescribed by Section 647.1 of the Ordinance for the issuance of the requested SNIA.

Based on the above-recited findings of fact and conclusions of law, the Council hereby enters the following:

ORDER

Subject to the following conditions, a Conditional Use Permit authorizing the proposed industrial development with multiple uses and/or structures on the Zoning Lot is hereby approved and issued to the Applicant and the Applicant's heirs, successors, and assigns. Furthermore, this Conditional Use Permit includes approval of the requested SNIA so as to

allow the Applicant to develop the proposed land use in accordance with the approved site plan, the Asheboro Zoning Ordinance, and the supplementary conditions attached to this Conditional Use Permit.

The continuing validity of this Conditional Use Permit is hereby made expressly contingent upon the Applicant and the Applicant's heirs, successors, and assigns complying at all times with the applicable provisions of the Asheboro Zoning Ordinance, the approved site plan, and the following supplementary conditions:

- (A) The approved land use shall be an "Industrial Development with Multiple Uses and/or Structures," excluding the uses listed below:
 - (1) Any type of Adult Establishment;
 - (2) Amusement Parks;
 - (3) Brew Pubs;
 - (4) Bus Terminal;
 - (5) Cemetery (Human or Pet);
 - (6) Child Care Center;
 - (7) Circus, Fair, or Carnival;
 - (8) Correctional Facilities;
 - (9) Farmer's Market;
 - (10) Flea Market;
 - (11) Government Land Reserve;
 - (12) Junkyards;
 - (13) Kennels;
 - (14) Landfills;
 - (15) Liquor Store;
 - (16) Lumberyard;
 - (17) Mini Warehouse;
 - (18) Mobile Home Sales;
 - (19) Sludge Applications;
 - (20) Storage of Hazardous Wastes;
 - (21) Vehicle Towing Operation and/or Storage Facility; and
 - (22) Any Use Prohibited by the Watershed Protection Regulations in Article 300B of the Ordinance.
- (B) As allowed by the Ordinance, existing vegetation may be preserved and used to count towards the buffer and landscaping shown on the site plan.
- (C) If the number of parking spaces required to serve the proposed development is determined to be more or less than the amount of parking shown on the site plan, a change to the amount of parking that is compliant with the Ordinance specifications shall not be considered a modification of the project requiring Council approval. The Applicant shall submit a revised site plan for a compliance review by city staff and for inclusion in the file.
- (D) Actions identified in Article 1000, Section 1013.5.B (1) and (2) of the Ordinance related to the size of the proposed structure(s) shall be considered minor changes and not permit modifications requiring Council review.
- (E) Subject to the applicable zoning and subdivision ordinance requirements and processes, and consistent with Section 1013.5 of the Ordinance, the proposed conversion of any privately maintained drive within the Zoning Lot to a publicly maintained street shall not be deemed to be a modification of the CUP. This condition is equally applicable to a previously privately maintained connector between the Zoning Lot and public street infrastructure that is converted to a publicly maintained street.
- (F) Prior to the storage of any hazardous material, a spill prevention, containment, and control plan ("SPCC") shall be prepared by a professional competent in SPCC procedures and submitted to city staff for review and inclusion in the file. Any SPCC-required spill containment structures must be designed by a North Carolina registered professional engineer or architect.

- (G) A stormwater management plan identifying details of the stormwater BMP to be utilized shall be submitted prior to any zoning compliance permit authorizing built-upon area to exceed 12% of the watershed balance area on the zoning lot. Prior to the issuance of a certificate of zoning compliance, certification from a professional engineer stating that the stormwater BMP has been installed as designed shall be provided. Any open water retention or drainage areas shall be sprayed regularly for mosquito control. The continued maintenance of all runoff control measures shall be the responsibility of the property owner.
- (H) All land uses shall continually remain in good standing with the North Carolina Department of Environmental Quality ("NCDEQ") and/or other regulatory entities charged with enforcing air quality requirements. As a point of illustration and not limitation, this condition shall be deemed to mean that the land use remains free of any notice of violation and/or of non-compliance from NCDEQ.
- (I) Prior to the issuance of a zoning compliance permit for the construction of any phase of the development, the Applicant shall:
 - (1) Provide evidence of required NCDOT approval(s);
 - (2) Provide evidence of approval by Norfolk Southern Railroad for all proposed improvements to be located within area controlled by the railroad;
 - (3) Provide evidence of compliance with the city code and policies for water and sewer extensions and connections, including annexation and the surveying of necessary easements for any lines required to be publicly maintained;
 - (4) Submit a revised site plan to city staff to accurately reflect the zoning classification of Tract 3 (Parcel Identification Number 7752655565);
 - (5) Provide NCDEQ erosion control permit when required; and
 - (6) 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.
- (J) Prior to issuance of a zoning compliance permit for future phases of the development, the following information shall be provided:
 - (1) Additional lighting detail showing compliance with the Performance Standards for Industrial District provisions found in Section 316A of the Ordinance;
 - (2) Information showing compliance with the Ordinance Section 307A (Central Solid Waste Storage Area) provisions, as needed, for future phases of the development; and
 - (3) Building elevation details compliant with Article 300A, Section 316A in the Ordinance.
- (K) Prior to the issuance of a zoning compliance permit for the construction of any phase of the development, the Applicant must properly record a permanent access easement and maintenance agreement providing a full right of access across the Zoning Lot (the Applicant's land) to the existing driveway on the King property that is identified by Randolph County Parcel Identification Number 7752556741. The maintenance of this connector to the current location of the driveway on the King property shall be the responsibility of the Applicant.

The foregoing final decision document was adopted by the Asheboro City Council in open session during a regular meeting on the 10th day of October, 2019.

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

ATTEST:

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

- (c) The dates, along with the associated rules, for the 2019-2020 dark geese (Canada & white-fronted geese) and duck hunting season at Lake Reese.

A copy of the recreation services director's written request to approve the dates and rules for the dark geese and duck hunting season at Lake Reese was provided to the council members in advance of the council meeting. A copy of this request is on file in the city clerk's office.

The adopted hunting season dates are as follows:

- November 16th, 18th, and 21st
- December 14th, 16th, and 19th
- January 11th, 13th, and 16th

The adopted rules are available for review in the city's recreation services office.

- (d) Temporary street closure for "Trick or Treat in Park."

The temporary closure on October 31, 2019 from 6:30 p.m. to 8:30 p.m. of the streets indicated on the parade permit application, including a map, was distributed to the Council Members in their meeting folders. 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.

- (e) Temporary street closure for a horse parade.

The temporary closure on November 3, 2019, from 3:00 p.m. to 4:00 p.m., of the streets indicated on the parade permit application, including a map, was distributed to the Council Members in their meeting folders. 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.

- (f) Temporary street closure for the Veterans Day Parade.

The temporary closure on November 11, 2019, from 4:00 p.m. to 5:00 p.m., of the streets indicated on the parade permit application, including a map, was distributed to the Council Members in the meeting folders. 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) Budget amendments to the general fund and airport fund.

28 ORD 10-19

**ORDINANCE TO AMEND THE GENERAL FUND
FY 2019-2020**

WHEREAS, the City of Asheboro would like to appropriate funding for professional lobbying services to assist us in finding funding for the Asheboro Regional Airport New Terminal, and;

WHEREAS, the City of Asheboro desires amend the 2019-2020 budget to incorporate this expense and 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>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-399-0000	Fund Balance Allocation	\$13,000

That the following Expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-650-0400	Professional Services	\$13,000

Adopted this the 10th day of October 2019.

David H. Smith
David H. Smith, Mayor

ATTEST:

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

29 ORD 10-19

**ORDINANCE TO AMEND THE AIRPORT IMPROVEMENTS FUND (#66)
FY 2019-2020**

WHEREAS, the City of Asheboro has received additional federal funding for the Asheboro Regional Airport, and;

WHEREAS, the City of Asheboro would like to appropriate these funds toward the design of new airfield lighting, and;

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

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 / decreased:

<u>Account</u>	<u>Description</u>	<u>Increase</u>
66-369-2400	Grant proceeds	150,000
66-367-1032	GF Contribution 18-19	16,700
66-367-1033	GF Contribution 19-20	16,700
Total Increase		183,400

Section 2: That the following expense line items are increased / decreased:

<u>Account</u>	<u>Description</u>	<u>Increase</u>
66-982-0502	Airfield Lighting	183,400

Adopted this the 10th day of October 2019.

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

ATTEST:

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

- (h) A resolution authorizing the execution of agreements to acquire land needed for the David and Pauline Jarrell Center City Garden.

RESOLUTION NUMBER 40 RES 10-19

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION AUTHORIZING THE PURCHASE OF TWO PARCELS OF LAND
FOR THE DAVID AND PAULINE JARRELL CENTER CITY GARDEN**

WHEREAS, the Asheboro City Council has previously stated its intent to preserve historically significant downtown green space, specifically including property owned by former Governor Jonathan Worth, by acquiring and maintaining this green space as a public garden for current and future generations; and

WHEREAS, this public garden has been named *THE DAVID AND PAULINE JARRELL CENTER CITY GARDEN*; and

WHEREAS, the purchase from David H. Jarrell and Pauline A. Jarrell of the parcel of land at 179 South Cox Street, which is more specifically identified by Randolph County Parcel Identification Number 7751920210, (the “Jarrell Parcel”) is necessary to bring into reality the above-described public garden; and

WHEREAS, the purchase of the parcel of land at 205 South Cox Street that is owned by Sharon M. Farkas and is identified by Randolph County Parcel Identification Number 7751829013 (the “Farkas Parcel”) will play an important role in establishing the proposed public garden because the Farkas Parcel is adjacent to the Jarrell Parcel; and

WHEREAS, David and Pauline Jarrell are willing to sell their parcel of land to the city for a purchase price of \$165,000; and

WHEREAS, Sharon Farkas is willing to sell her parcel of land to the city for a purchase price of \$204,000; and

WHEREAS, during its regular meeting in September 2019, the Asheboro City Council appropriated sufficient funds to pay the purchase prices set for the Jarrell Parcel and the Farkas Parcel.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that Mayor David H. Smith is hereby authorized and directed to offer on behalf of the City of Asheboro to purchase and contract for the acquisition of the Jarrell Parcel for a purchase price of \$165,000; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that Mayor David H. Smith is hereby authorized and directed to offer on behalf of the City of Asheboro to purchase and contract for the acquisition of the Farkas Parcel for a purchase price of \$204,000; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the authorized offer for the Jarrell Parcel shall be in the form of the legal instrument attached

to this Resolution as ATTACHMENT A, this attachment is hereby incorporated into this Resolution by reference as if copied fully herein; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the authorized offer for the Farkas Parcel shall be in the form of the legal instrument attached to this Resolution as ATTACHMENT B, this attachment is hereby incorporated into this Resolution by reference as if copied fully herein.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting on October 10, 2019.

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

ATTEST:

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

ATTACHMENT A

STATE OF NORTH CAROLINA

OFFER TO PURCHASE
AND CONTRACT

COUNTY OF RANDOLPH

The **CITY OF ASHEBORO**, a North Carolina municipal corporation, (the “**Buyer**”) and **DAVID H. JARRELL and wife, PAULINE A. JARRELL**, residents of Randolph County, North Carolina, (the “**Seller**”) mutually agree to this Offer to Purchase and Contract (the “**Agreement**”) as of the date of the last signature affixed hereto.

The Buyer hereby contracts and agrees to buy the real property described herein for the purchase price stated below, and the Seller hereby contracts and agrees to sell and convey to the Buyer for the purchase price stated below 23,245 square feet (0.534 of an acre), more or less, of land (the “**Jarrell Parcel**”) that is described as follows:

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

BEING ALL of that 23,245 square feet (0.534 of an acre) of land, more or less, on the east side of South Cox Street and shown as the “Jarrell Tract 1” on the plat of survey drawn under the supervision of Thomas Scaramastra, Professional Land Surveyor with License Number L - 4421, and titled “Property Acquisitions for the City of Asheboro THE DAVID AND PAULINE JARRELL CITY CENTER GARDEN.” This plat of survey is recorded in the Office of the Register of Deeds for Randolph County, North Carolina in Plat Book 162, Page 2.

The purchase price for the Property is One Hundred Sixty-Five Thousand and No Hundredths Dollars (\$165,000.00) to be paid in good funds by the Buyer on the date of closing.

This offer from the Buyer is subject to the following terms and conditions which, if accepted by the Seller, shall be deemed to be the terms and conditions of sale:

1. The Buyer shall be responsible for obtaining a title examination and any other studies deemed appropriate in the sole discretion of the Buyer. 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 reasonable effort to resolve any unsatisfactory matters disclosed by said studies or examinations. If such

unsatisfactory matters cannot be resolved prior to the closing date referenced below, the Buyer may terminate its offer without any penalty or cost to itself, and the parties will have no further rights or obligations regarding the sale of the Jarrell Parcel.

2. The Buyer shall be responsible for the cost of preparing the North Carolina General Warranty Deed.
3. The Buyer shall be responsible for the payment of any excise tax (revenue stamps) associated with the conveyance of the Jarrell Parcel from the Seller to the Buyer.
4. The Seller shall be responsible for ad valorem taxes prorated on a calendar year basis to the date of closing.
5. All deeds of trust, liens, and other charges against the Jarrell Parcel must be paid and cancelled by the Seller prior to or at closing.
6. Title must be delivered 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.
7. The Buyer shall be responsible for the cost of recording the North Carolina General Warranty Deed and for the payment of closing costs not otherwise assigned to the Seller by this Agreement. The closing costs to be paid by the Buyer specifically include the cost of any title search, title insurance, survey, and any other inspections/examinations undertaken by the Buyer.
8. Closing shall be completed on or before **November 15, 2019, TIME BEING OF THE ESSENCE WITH REGARD TO THE CLOSING DATE**. The closing shall be conducted by an attorney mutually agreeable to the parties to this Agreement.
9. This contract contains the entire agreement between the parties. There are no representations, inducements, or additional 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: _____ **(SEAL)**
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: _____

DAVID H. JARRELL and wife,
PAULINE A. JARRELL (“SELLER”):

David H. Jarrell (SEAL)

Pauline A. Jarrell (SEAL)

ATTACHMENT B

STATE OF NORTH CAROLINA

**OFFER TO PURCHASE
AND CONTRACT**

COUNTY OF RANDOLPH

The **CITY OF ASHEBORO**, a North Carolina municipal corporation, (the “**Buyer**”) and **SHARON M. FARKAS (f/k/a Sharon M. Aho)**, a resident of Randolph County, North Carolina, (the “**Seller**”) mutually agree to this Offer to Purchase and Contract (the “**Agreement**”) as of the date of the last signature affixed hereto.

The Buyer hereby contracts and agrees to buy the real property described herein for the purchase price stated below, and the Seller hereby contracts and agrees to sell and convey to the Buyer for the purchase price stated below 21,367 square feet (0.490 of an acre), more or less, of land (the “**Farkas Parcel**”) that is described as follows:

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

BEING ALL of that 21,367 square feet (0.490 of an acre) of land, more or less, on the east side of South Cox Street and shown as the “Farkas Tract” on the plat of survey drawn under the supervision of Thomas Scaramastra, Professional Land Surveyor with License Number L - 4421, and titled “Property Acquisitions for the City of Asheboro THE DAVID AND PAULINE JARRELL CITY CENTER GARDEN.” This plat of survey is recorded in the Office of the Register of Deeds for Randolph County, North Carolina in Plat Book 162, Page 2.

The purchase price for the Property is Two Hundred Four Thousand and No Hundredths Dollars (\$204,000.00) to be paid in good funds by the Buyer on the date of closing.

This offer from the Buyer is subject to the following terms and conditions which, if accepted by the Seller, shall be deemed to be the terms and conditions of sale:

1. The Buyer shall be responsible for obtaining a title examination and any other studies deemed appropriate in the sole discretion of the Buyer. 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 reasonable effort to resolve any unsatisfactory matters disclosed by said studies or examinations. If such unsatisfactory matters cannot be resolved prior to the closing date referenced below, the Buyer may terminate its offer without any penalty or cost to itself, and the parties will have no further rights or obligations regarding the sale of the Farkas Parcel.
2. The Buyer shall be responsible for the cost of preparing the North Carolina General Warranty Deed.

3. The Buyer shall be responsible for the payment of any excise tax (revenue stamps) associated with the conveyance of the Farkas Parcel from the Seller to the Buyer.
4. The Seller shall be responsible for ad valorem taxes prorated on a calendar year basis to the date of closing.
5. All deeds of trust, liens, and other charges against the Farkas Parcel must be paid and cancelled by the Seller prior to or at closing.
6. Title must be delivered 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.
7. The Buyer shall be responsible for the cost of recording the North Carolina General Warranty Deed and for the payment of closing costs not otherwise assigned to the Seller by this Agreement. The closing costs to be paid by the Buyer specifically include the cost of any title search, title insurance, survey, and any other inspections/examinations undertaken by the Buyer.
8. Closing shall be completed on or before **November 15, 2019, TIME BEING OF THE ESSENCE WITH REGARD TO THE CLOSING DATE**. The closing shall be conducted by an attorney mutually agreeable to the parties to this Agreement.
9. This contract contains the entire agreement between the parties. There are no representations, inducements, or additional 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: _____ **(SEAL)**
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: _____

SHARON M. FARKAS (“SELLER”):

Sharon M. Farkas **(SEAL)**

11. Community Development Items:

- (a) Case No. RZ-19-11: A legislative hearing on an application to rezone property located at 853 East Salisbury Street (Randolph County Parcel Identification Number 7761227703) from R7.5 (Medium-Density Residential) to OA6 (Office-Apartment).**

Mayor Smith opened the public hearing on this land use case, which was legislative in nature, pertaining to the application by Stephen Bo Davidson (the “Applicant”) to rezone approximately 0.89 of an acre of land from R7.5 (Medium-Density Residential) to OA6 (Office-Apartment). The land to be rezoned (the “Zoning Lot”) is owned by Davidson Builders and Properties, Inc. and is located at 853 East Salisbury Street. The Zoning Lot is more specifically identified by Randolph County Parcel Identification Number 776122703.

Mr. Nuttall certified that the required notices of the requested rezoning had been provided and utilized a visual presentation to summarize the planning staff’s analysis of the rezoning application. The staff report noted the following:

1. The property is inside the city limits.
2. The most recent 2014 Comprehensive Transportation Plan identifies this segment of East Salisbury Street/N.C. Highway 42 (a state-maintained major thoroughfare) as over capacity based on 2012 volumes measuring average annual daily vehicles/day (11,600 capacity vs. 13,000 AADT 2012 volume).
3. In order to relieve the congestion that currently exists on N.C. Highway 42 North, the current NCDOT Transportation Improvement Program has proposed road improvements (Project No. U-5743) along N.C. Highway 42 extending between the East Salisbury Street intersection and U.S. Highway 64 (East Dixie Drive). Proposed improvements include the addition of a center turn lane, sidewalks, curbing, and guttering. The project’s timetable is uncertain at this time due to NCDOT funding constraints.
4. The requested zoning district allows residential (single-family, two-family, multiple-family), office and institutional uses, and limited commercial uses. The OA6 zoning district is described by the zoning ordinance as “intended to produce moderate intensity office and residential development to serve adjacent residential areas and to provide a transition from residential to commercial uses. Land designated OA6 shall normally be located with access to a minor thoroughfare or higher classification street with access to local residential streets discouraged.” Heavier commercial uses (such as retail, eating establishments, motor vehicle sales and major/minor repair, etc.) are prohibited in the OA6 district.
5. The property immediately to the east was recently rezoned from R7.5 to OA6 (Case No. RZ-19-06, Approved in May 2019.)

The Planning Board recommended approval of the request. This recommendation was based on the Planning Board’s concurrence with the following analysis from the Community Development Division staff that evaluated the consistency of the requested rezoning with the adopted comprehensive plans as well as the reasonableness of the request and whether the requested rezoning is in the public interest:

Staff’s analysis considers the appropriateness of both residential and non-residential uses permitted in the requested OA6 district.

The non-residential component of the district is supported by the LDP’s designation of the property for “office and institutional” uses. The property may also be used for residential purposes, which allows property to continue to be used for residential uses, as it was previously used for.

Zoning and uses of properties for commercial or institutional purposes to the north, east, and south, and the recent rezoning of the adjoining property to OA6 help make the OA6 district an appropriate transitional district at this location. Limitations on the types of commercial uses and development standards for non-residential uses also help protect adjoining residential properties from adverse impacts.

Additionally, planned road improvements for both motorists and pedestrians help alleviate concern over the current capacity issues of East Salisbury Street.

There being no further comments, and no opposition from the public, Mayor Smith transitioned to the deliberative phase of the case.

The city council concurred with the staff and planning board analysis of the general consistency of the request with the land development plan. Council Member Bell moved, and Council Member Moffitt seconded the motion, to adopt the plan consistency statement printed below and to approve the requested rezoning with the following multi-part motion:

1. Both residential and certain non-residential uses are permitted in the requested OA6 district. The non-residential component of the district is supported by the LDP's designation of the property for "office and institutional" uses. The property may also be used for residential purposes, which allows the continuation of previously established residential land uses.

Zoning and uses of properties for commercial or institutional purposes to the north, east, and south, and the recent rezoning of the adjoining property to OA6 help make the OA6 district an appropriate transitional district at this location. Limitations on the types of commercial uses and development standards for non-residential uses also help protect adjoining residential properties from adverse impacts.

Additionally, planned road improvements for both motorists and pedestrians help alleviate concern over the current capacity issues of East Salisbury Street. Considering these factors, the city council has concluded that this application for a zoning map amendment is generally consistent with the Land Development Plan, is generally in the public interest, and supports a reasonable use of the property.

2. In light of the above-stated analysis, the requested zoning map amendment to place the Zoning Lot in an OA6 (Office-Apartment) zoning district is approved as consistent with the adopted plan.

Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes. Consequently, the above-stated motion was adopted unanimously.

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

- (b) **Case No. RZ-19-12: Legislative hearing on an application filed by the City of Asheboro for zoning ordinance text amendments that include the creation of an airport zoning district; issues related to motor vehicles (domestic and commercial) and vehicle repair, places of assembly, and recreation and amusement services; provisions for uses not listed in the Table of Uses (Table 200-2); and amendments to miscellaneous definitions as well as procedural and clerical items.**

Mayor Smith opened the public hearing on the following request.

Mr. Nuttall utilized a visual presentation to highlight proposed text amendments to Article 100, Article 200, Article 300A, Article 400, Article 600, Article 1000, and Article 1100.

The Community Development Division staff proposes the text amendments in order to address various ongoing issues. Highlights of the proposed amendments include the following:

1. The creation of an airport zoning district to accommodate the Asheboro Regional Airport and related/complementary uses occurring on airport property.
2. Issues related to motor vehicles, including standards for repair, permissible vehicle weight when located in residential districts, and outdoor sales and displays occurring on commercial and industrial properties related to motor vehicle repair.
3. Provisions for approving uses that are not listed in the Table of Uses (Table 200-2) of the zoning ordinance.
4. Other miscellaneous definitions, clerical items, and minor procedural items are being addressed with the proposed amendments.

The Planning Board concurred with the following staff analysis from the Community Development Division and recommended approval of the proposed text amendments to the Asheboro Zoning Ordinance.

The proposed text amendments are designed to address various zoning issues encountered by staff.

The proposed amendments are supported by the Land Development Plan and support economic development by accommodating existing and future growth of the Asheboro Regional Airport.

The proposal also adds clarity to the review process for land uses that are not regularly encountered, when there is not a clear-cut designation of a proposed use by the zoning ordinance.

Finally, the proposed amendments address miscellaneous provisions and definitions that best reflect current practices, replaces or removes duplicative or unclear language, and adds clarity in the interpretation of various administrative issues.

There being no further comments, and no opposition from the public, Mayor Smith transitioned to the deliberative phase of the case.

The city council concurred with the staff and planning board analysis of the general consistency of the request with the land development plan. Council Member Moffitt moved, and Council Member Bell seconded the motion, to adopt the plan consistency statement printed below and to approve the requested text amendments with the following multi-part motion:

1. The proposed text amendments address various zoning issues encountered by staff.

The proposed amendments are supported by the Land Development Plan and support economic development by accommodating existing and future growth of the Asheboro Regional Airport.

The proposal also adds clarity to the review process for land uses that are not regularly encountered, and for which there is not a clear-cut designation by the zoning ordinance.

Finally, the proposed amendments address miscellaneous provisions and definitions that best reflect current practices, replace or remove duplicative or unclear language, and add clarity in the interpretation of various administrative issues.

Considering these factors, the city council has concluded that this application for text amendments to the Asheboro Zoning Ordinance is generally consistent with the Land Development Plan, is generally in the public interest, and supports a reasonable use of the property.

2. In light of the above-stated analysis, the requested zoning ordinance text amendments are approved as consistent with the adopted plan.

Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes. Consequently, the above-stated motion was adopted unanimously.

The approved text amendments are on file in the city clerk's office and the Community Development Division and are incorporated into these minutes by reference. Additionally, a copy of the visual presentation utilized by Mr. Nuttall is on file in the city clerk's office.

(c) Case No. SUB-17-04: Consideration of the final subdivision plat for right-of-way extension of Leo Lane in the Jacksons Run Phase 2 subdivision.

Mr. Nuttall presented the staff's analysis of the final subdivision plat for Phase 2, Section 2 (Right-of-Way Dedication) of the proposed Jackson's Run subdivision. The Applicant, Daniel Stickler, has requested approval of a public right-of-way that extends from the current terminus of Leo Lane to Forest Park Drive.

During his presentation, Mr. Nuttall noted that the Community Development Division staff and the Planning Board recommended granting the request with the following conditions/comments:

1. The purpose of the plat is to dedicate the public right-of-way that extends from the current terminus of Leo Lane to Forest Park Drive to provide a second entrance to the Jackson's Run Subdivision.
2. A second entrance is required because of a Conditional Use Permit condition.
3. This entrance and section of roadway has been completed with the exception of the final layer of asphalt and sidewalks. The Applicant has provided a financial guarantee for these improvements as allowed by the ordinance.
4. Subject to provisions of the subdivision ordinance, once the public right-of-way is platted consistent with the Conditional Use Permit, lots along Leo Lane may be platted as a minor subdivision(s) and reviewed/approved by city staff.

5. The owner will need to provide a letter giving a warranty for improvements within the public right-of-way, except those made by utility companies, against defects for one year as required by the city's subdivision ordinance.

Upon motion by Council Member Bell and seconded by Council Member Burks, the Council voted unanimously to approve with the above-stated comments and conditions the final subdivision plat submitted by the Applicant. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes.

A copy of the plat is on file in the Community Development Division.

(d) SUB-19-02: Consideration of a sketch design plat for Hillcrest Subdivision (Breeze Hill and Fermer Roads).

The Applicant, Roval Crest Builders, has submitted for review and approval a subdivision sketch design for Hillcrest Subdivision that is located on the northern corner of Breeze Hill Road and Fermer Road. The parcel information included in the planning staff's analysis of the application identifies approximately 9.5 acres of land. Randolph County Parcel Identification Number 7750386919 more specifically identifies the property.

The proposed number of lots is 34, with an average lot size of 10,779 square feet. The property is located in the city limits of Asheboro.

The proposal is for a conventional residential subdivision consisting of 34 lots. Breeze Hill Road and Fermer Road are both city-maintained streets west of Uwharrie Street. The proposal shows two entrances, one from Breeze Hill Road and one from Fermer Road.

The subdivision plat does not propose sidewalks. While the subdivision ordinance encourages sidewalks, it does not require them for a residential subdivision that is not a planned unit development. Subject to the subdivision and zoning ordinance, lots with frontage on existing public rights-of-way and having existing utilities available to each lot may be platted as a minor subdivision and reviewed by city staff.

With regard to comments from the city departments, the public works department commented that driveway locations of the two northernmost lots on Berg Road will require additional review to ensure no conflicts with public service requirements, such as trash collection, are present.

With the inclusion of the above-stated comment from the city's public works division, the planning staff recommended approval of the subdivision sketch design. The planning board concurred with the planning staff recommendation and comments.

Council Member Bell moved, and Council Member Swiers seconded the motion, to concur with the recommendations of the planning staff and board and to approve, subject to the above-stated staff comments, the subdivision sketch design. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted unanimously in favor of the motion and approved the subdivision sketch design with the above-stated comments.

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

(e) Consideration of applications received for service on the Land Development Plan Steering Committee.

Mr. Nuttall presented a summary of applicants who have expressed an interest in serving on the Land Development Plan Steering Committee, and he expressed appreciation for the skills and energy these individuals will bring to the project. Mr. Nuttall also discussed the benefits of adding even more diverse viewpoints and perspectives to the project.

There will be a definite benefit from gaining access to the experiences and perspectives of the Asheboro/Randolph Chamber of Commerce and the Asheboro City Schools. Accordingly, the Community Development Division will take the time to extend additional invitations to participate in this project.

Mr. Nuttall will update the council as more information becomes available. No formal action was taken by the council during this portion of the meeting, but the Council Members did express their general consent for Mr. Nuttall to proceed as he discussed.

A copy of the summary presented by Mr. Nuttall is on file in the city clerk's office.

12. Upcoming events.

Mayor Smith led a brief discussion of upcoming events occurring within the city government and the community in general. No action was taken by the city council during this portion of the meeting.

There being no further business, the meeting was adjourned at 8:45 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on September 3, 2019

143

The Asheboro ABC Board met on Monday, September 3, 2019, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

Present were Chair Brooke Schmidly, Board Member Steve Knight, Board Member 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. The Chair, after review of the agenda, recused herself from any discussion or voting on the single grant application before the Board and advised she would leave the meeting room when the matter came before the Board. Except for the Chair's recusal, the agenda was adopted.

The Board reviewed and there being no objection, approved the minutes of the August 5, 2019, Board meeting.

Steve Knight and the GM reviewed Board finances and reported all finances remain consistent (sales and expenses). Payments made by EFT during the month of August will be reviewed at the upcoming October 2019 meeting.

The term for the Board's Certificate of Deposit where Future Facility Funds are invested has ended. The GM presented information from the NC Capital Management Trust as an alternative investment tool. After discussion, Bob Morrison moved to invest the Board's existing funds into the CMT.

Upon motion by the Chair, the Board also approved investing an additional \$40,000 with NC Capital Management Trust.

The Chair recused herself and left the meeting room.

A grant application from Maddie's Mission was reviewed by Board Members Stephen Knight and Bob Morrison. The GM shared information he had obtained from Maddie's Mission, the Randolph County Health Department and others. The Board declined to fund the application.

After the Chair returned to the meeting room, the Board heard reports from the General Manager concerning the following issues:

1. Asheboro ABC sales statistics comparing:
 - July 2019 sales with the previous month indicate:
 - An overall +2.4 change (all sales and tax collections)
 - July 2019 sales with sales from the same month last year indicate:

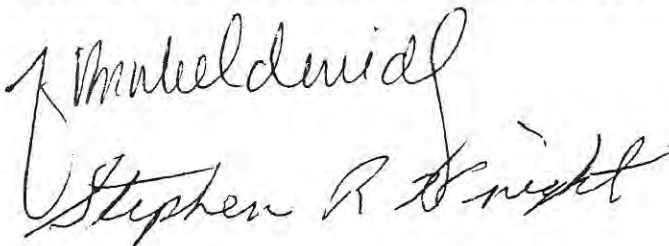
- Retail Sales +13.3%
 - Mixed Beverage Sales: +8.8%
 - Sales Tax Collections: +13.3%
 - Overall Collections: +12.83%
- July 2019 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +15.7%
 - Mixed Beverage Bottle Sales: +0.6%
 - Overall Bottle Sales: +14.8%
 - August 2019 sales with the previous month indicate:
 - An overall +9.4 change (all sales and tax collections)
 - August 2019 sales with sales from the same month last year indicate:
 - Retail Sales +13.3%
 - Mixed Beverage Sales: +3.7%
 - Sales Tax Collections: +13.3%
 - Overall Collections: +12.04%
 - August 2019 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +13.4%
 - Mixed Beverage Bottle Sales: +7.5%
 - Overall Bottle Sales: +13.0%

The next regular Asheboro ABC Board meeting will be held Monday, October 7, 2019, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board

10-7-19
GM

Asheboro
Christmas
Parade



gave to PD & PA's
8-14-19

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 St., Asheboro, NC 27203

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

Organization: Asheboro/Randolph Chamber of Commerce

Address: 137 S. Fayetteville St., Asheboro, NC 27203

Phone: (336) 626-2626

Date of Parade: 12-6-19

Start Time: 7:00 pm End Time: 8:30 pm

Number of Persons: ?

Number of Vehicles: approx. 100

Streets Involved: S. Fayetteville St., Sunset Ave., Church St., Walker Ave. & Kivett St.

Special officials and/or guests: Elected officials & TV personalities

Insurance Company & Policy Number: Cincinnati Insurance ECP/EBB 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.

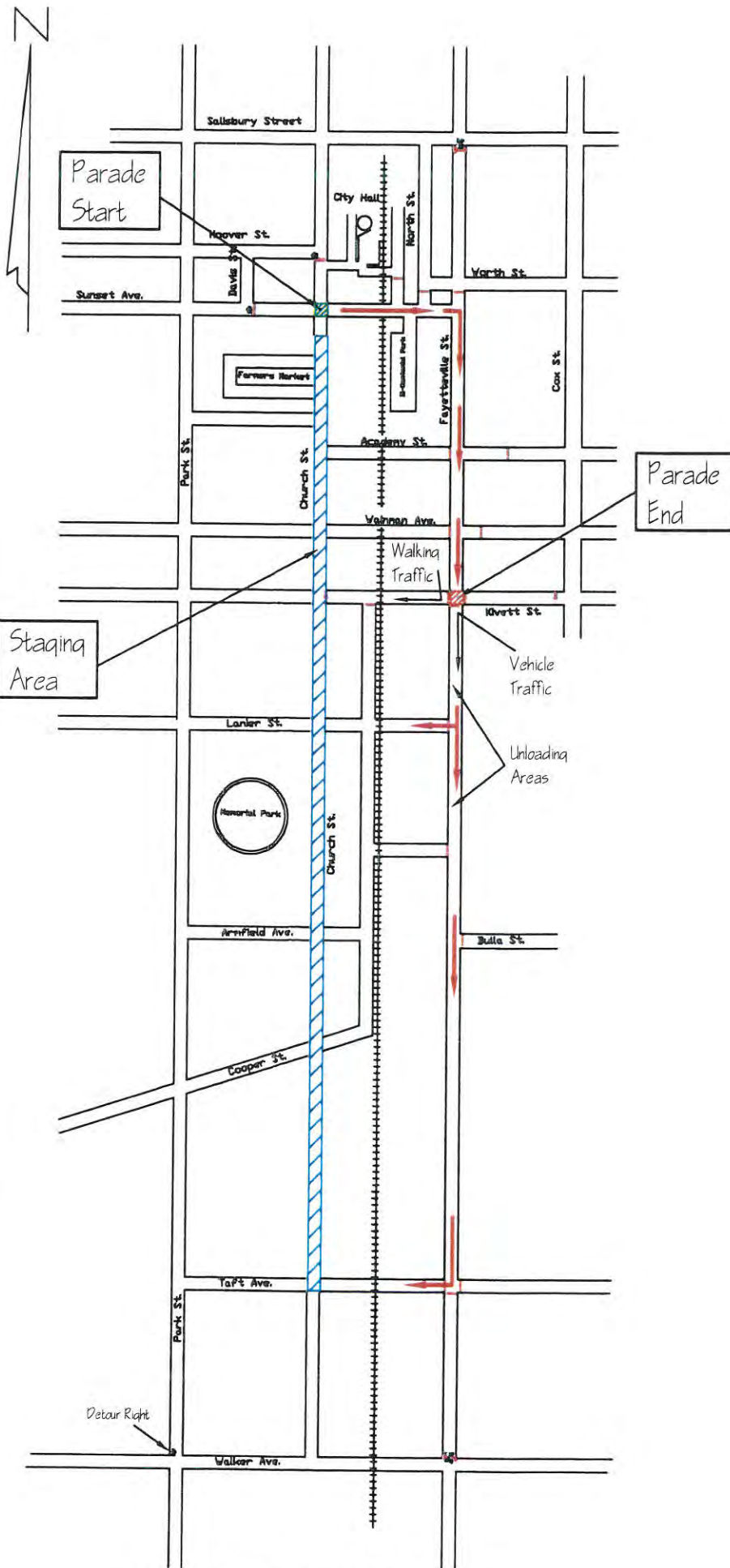
Signature of Authorized Representative: Linda Brown

Internal Use Only

Police Department Recommendation: _____

City of Asheboro Approval By: John W. Green

Date: 8/14/2019



CHRISTMAS PARADE ROUTE

Christmas
on
Sunset

Draw to PD & PCLs
8-14-19



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 St., Asheboro, NC 27203

Phone: (336) 626-2626 E-mail: lbrown@asheboro.wm

Organization: Asheboro/Randolph Chamber of Commerce

Address: 137 S. Fayetteville St. Asheboro, NC 27203

Phone: (336) 626-2626

Date of Parade: 1/13/19 Start Time: 6:00 pm End Time: 9:00 pm

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

Streets Involved: Church St. & Sunset Avenue

Special officials and/or guests: Santa & other costumed guests

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.

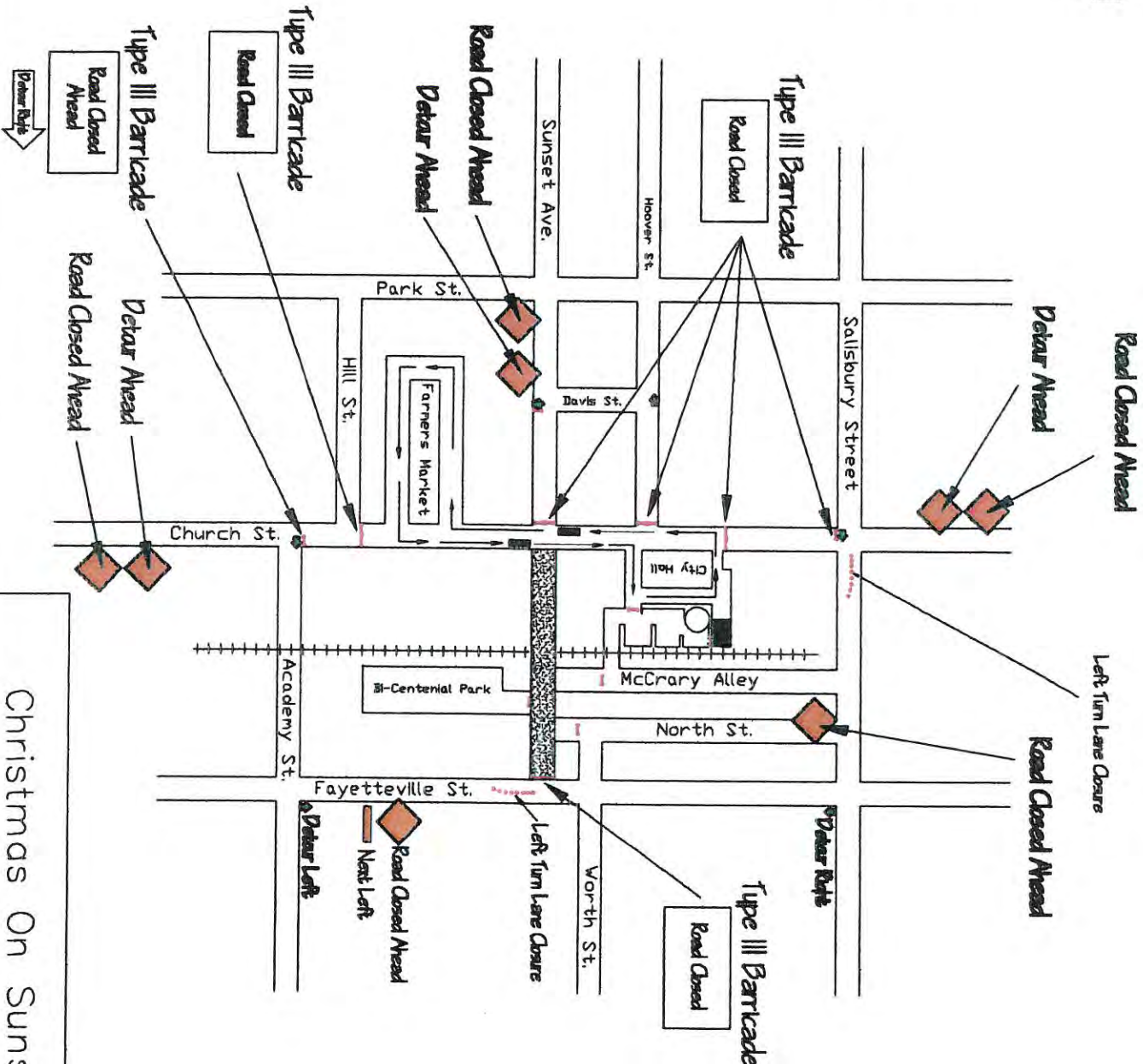
Signature of Authorized Representative: Linda Brown

Internal Use Only

Police Department Recommendation: _____

City of Asheboro Approval By: John Guss

Date: 8/14/2019



Christmas On Sunset

ORDINANCE TO AMEND THE GENERAL FUND
FY 2019-2020

WHEREAS, the City of Asheboro needs to replace an animal control vehicle that was recently in an accident and cannot be repaired, and;

WHEREAS, the City of Asheboro received \$37,660 in insurance funds as loss payment on the vehicle to apply toward the \$49,000 estimated cost to purchase and equip the animal control vehicle and;

WHEREAS, the City of Asheboro Police Department would like to allocate drug forfeiture assets to fund the purchase of vehicles and equipment estimated to cost approximately \$300,000, and;

WHEREAS, the vehicles and equipment purchased are not standardly incorporated into the annual operating budget and will be used specifically to aid the department in the arrest of subjects involved in the drug trade within in our city limits, and;

WHEREAS, the City of Asheboro desires amend the 2019-2020 budget to incorporate this expense and 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>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-350-0100	US Treasury Funds	190,026
10-350-0200	US Justice Funds	109,974
10-335-0100	Miscellaneous Income	37,660
10-399-0000	Fund Balance Allocation	11,340
		\$349,000

That the following Expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-510-7400	Capital Outlay	\$349,000

Adopted this the 7th day of November 2019.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION APPROVING THE CONVEYANCE OF SURPLUS
PROPERTY TO THE TOWN OF LIBERTY PURSUANT TO G.S. 160A-274**

WHEREAS, the City of Asheboro owns a 2003 Ford Crown Victoria (VIN 2FAHP71W83X175196) that, in accordance with the city's standard practice for removing aging vehicles from the city's motor fleet, is now deemed to be surplus property; and

WHEREAS, Section 160A-274 of the North Carolina General Statutes authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, the Town of Liberty has requested the above-described surplus Crown Victoria for use by the town's fire department in carrying out travel related duties; and

WHEREAS, the Asheboro City Council has determined that it is in the best interest of the City of Asheboro to convey the requested surplus Crown Victoria to the Town of Liberty, and deems it wise to do so for no consideration.

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

Section 1. The City of Asheboro hereby conveys to the Town of Liberty a 2003 Ford Crown Victoria that is identified by Vehicle Identification Number 2FAHP71W83X175196.

Section 2. The surplus Ford Crown Victoria described herein shall be conveyed for no consideration.

Section 3. The city manager for the City of Asheboro is authorized to execute all documents necessary to convey the surplus property in the manner authorized by this Resolution.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of November, 2019.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk



RANDOLPH COUNTY EMERGENCY SERVICES
152 N. FAYETTEVILLE ST.
ASHEBORO, NC 27203



PRESENTED TO

ASHEBORO FIRE DEPARTMENT

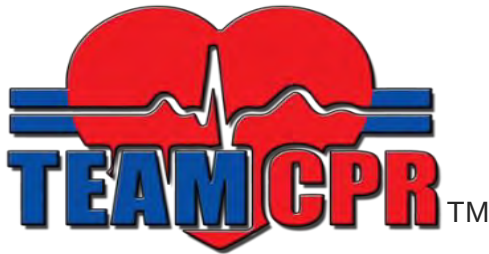
In recognition of your commitment to the North Carolina Office of EMS Team Focused CPR

Your efforts are making a difference in the outcomes of the citizens you serve

This award recognizes that you have reached a milestone with;

70 CPR Saves

October 2019





TO: John Ogburn, *City Manager*

FROM: Jonathan Sermon, *Recreation Services Director*

DATE: October 30, 2019

SUBJECT: **Public recognition of the Audrey & Jim Harriman Employee and Employer Award recipients**

The Cultural & Recreation Services Department is requesting to be placed on the agenda for the November 7th City Council meeting. The request is for Senior Adults and Special Populations Program Coordinator Kelli King and Kathy Vuncannon, a member of the Randolph County Advisory Council for Disability Awareness, to recognize before the city council the recipients of the 6th annual Audrey & Jim Harriman Employee and Employer Awards.

The Audrey & Jim Harriman Employee and Employer Awards are given annually by the Randolph County Advisory Council for Disability Awareness, a program of the Cultural & Recreation Services Department, to both a company or organization and an outstanding employee who raise awareness of disability employment issues in our community. The awards are presented at the Disability Awareness Parade and Day held on the third Friday of October each year. This year's recipients are Natalie Cottrell and Calvin Ruggiero.

RESOLUTION OF SUPPORT AND LOCAL GOVERNMENT PARTICIPATION FOR THE PROPOSED CHURCH STREET LOFTS REDEVELOPMENT PROJECT

WHEREAS, the Asheboro City Council as a general policy desires to support, with special emphasis, continued investment and development within areas of its territorial boundaries that are blighted due to dilapidated, deteriorated, aged, or obsolete buildings; and

WHEREAS, harmonious downtown redevelopment has been a priority of the City of Asheboro for many years; and

WHEREAS, consistent with these general policies of the Asheboro City Council, on October 2, 2017, the Asheboro Planning Board certified a downtown redevelopment area and requested that the Asheboro Redevelopment Commission prepare a redevelopment plan in accordance with N.C.G.S. 160A-513; and.

WHEREAS, the certified redevelopment area includes the property of the proposed Church Street Lofts Redevelopment Project, formerly known as the Parks Hosiery Mill and McCrary Hosiery Mill No. 2; and

WHEREAS, the City of Asheboro Redevelopment Commission prepared a redevelopment plan and held a public hearing to allow public review and comment on May 7, 2018;

WHEREAS, the Asheboro Planning Board certified its recommendation of approval of the 2018-2023 Central Business District Redevelopment Plan at its regularly scheduled meeting on May 7, 2018; and

WHEREAS, the Asheboro City Council formally adopted the 2018-2023 Central Business District Redevelopment Plan on June 7, 2018, and

WHEREAS, the adopted 2018-2023 Central Business District Redevelopment Plan envisions and specifically identifies the rehabilitation of the property proposed for the Church Street Lofts Redevelopment Project, demonstrating the Asheboro City Council's interest in adaptive reuse of the property for community development purposes including affordable housing, historic preservation, and downtown revitalization.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asheboro, North Carolina that the City hereby provides official documentation of each required element of local government participation for the adaptive reuse of the former Parks Hosiery Mill and McCrary Hosiery Mill No. 2, as required under section II.B.2(b) of the 2020 Qualified Allocation Plan (QAP) as follows:

(The remainder of this page intentionally left blank)

Section 1. The site of the proposed redevelopment project contains at least one structure previously used for industrial and manufacturing purposes.

Section 2. The application proposes adaptive re-use with historic rehabilitation credits.

Section 3. The City of Asheboro's understanding is that any required demolition (not including the project buildings) will be completed in 2020.

Section 4. The City of Asheboro initiated the proposed redevelopment project through preparation, adoption and publication of the 2018-2023 Central Business District Redevelopment Plan and by informing both Landmark Asset Services, Inc. the Developer, and Acme-McCrary, the Owner of the mill, of the opportunity for redevelopment and the City's desire to have the mill redeveloped into affordable housing for the elderly.

Section 5. The City of Asheboro has invested significant community development resources in the half-mile area surrounding the proposed redevelopment project within the last ten years as documented in the 2018-2023 Central Business District Redevelopment Plan (page 3).

Section 6. On October 8, 2015 the Asheboro City Council formally adopted an update to the 2020 Land Development Plan reaffirming its policy that resources be allocated for the preservation and revitalization of the Central Business District and further articulating its commitment to an adaptive reuse program that ensures safe, affordable and compatible reuse of existing buildings through the redevelopment process, thereby expressing its pledge to address deterioration within a Half-Mile area of the proposed redevelopment project.

Section 7. The Asheboro City Council further demonstrates its support of the proposed redevelopment project by hereby waiving any impact, tap, or related fees that would normally be charged.

This resolution was duly adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of November, 2019.

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

ATTEST:

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

CONTRACT
between
Fearnbach History Services, Inc.
and the City of Asheboro

**For the Preparation of a National Register Nomination for the
Asheboro Downtown Historic District
Randolph County, North Carolina**

This Contract is herein agreed to this _____ day of November, 2019 by Fearnbach History Services, Inc., hereinafter known as the Consultant, and the City of Asheboro, hereinafter known as the Client. The Consultant identifies Heather Fearnbach, who will serve as Project Manager and Architectural Historian. The project will be conducted according to standards established by the North Carolina State Historic Preservation Office (NCSHPO) and the National Park Service (NPS). The National Register nomination will be subject to the review, supervision, advice, and final acceptance of the Client, NCSHPO, and NPS.

A. SERVICES RENDERED BY CONSULTANT.

Under this contract, the Consultant agrees to provide the following services:

- Photograph (digital images) approximately 104 resources
- Conduct research
- Develop a historic background narrative and historic and architectural contexts
- Determine an appropriate period of significance
- Write a physical description of each property
- Compile a bibliography of primary and secondary sources
- Coordinate with property owners and City of Asheboro, NCSHPO, and NPS staff
- Complete the National Register nomination and submit it to the City of Asheboro and NCSHPO
- Make any revisions to the first draft National Register nomination as directed by the City of Asheboro and the National Register Coordinator at the NCSHPO
- Submit the revised nomination to the City of Asheboro and NCSHPO
- Enter the narrative description and historical background information regarding each resource into a NCSHPO database
- Submit working files to NCSHPO containing printed database forms, contact sheets, and copies of relevant historical background information
- Submit the database, research materials, and photographs to the City of Asheboro in digital form

B. TIME SCHEDULE.

The project start date is contingent upon the contract execution date. The final draft National Register nomination submittal and NRAC meeting dates are subject to the length of the review period by the NCSHPO. The project will terminate after the National Register nomination process is complete.

C. INDEPENDENT CONTRACTOR.

The Consultant is an independent contractor, no agency or employment relationship is created by this Contract. The Client will not withhold any income or FICA taxes from any payments to the Consultant. The Consultant is responsible for paying all applicable state, federal, and local income taxes. The Client is interested only in the results to be achieved and the conduct and control of the work will lie solely with the Consultant. It is understood that the Consultant is free to contract for similar services to be performed for other clients while under contract with the Client.

D. NOT WORK FOR HIRE.

The services rendered by Consultant shall not constitute “work for hire” as understood in 17 U.S.C. § 101.

E. PREPARATION OF NATIONAL REGISTER NOMINATION.

The Consultant will conduct the necessary site visits, recordation, photography, research, and mapping required to complete the National Register nomination to NCSHPO and NPS standards. The Consultant will provide copies of the draft National Register nomination to the Client and the NCSHPO. Any appropriate substantive revisions/corrections desired by the NCSHPO and/or the Client will be incorporated into the final draft document before the National Register Advisory Committee meeting.

F. PAYMENT.

The Client agrees to pay the Consultant \$28,804.75 for services rendered. This amount includes projected expenses delineated below. The Client will be billed for hours and expenses incurred after the Consultant submits each of the following products to the NCSHPO: first draft National Register nomination and final draft National Register nomination. The Client shall pay the Consultant no later than thirty (30) days after invoice receipt. Work on the project will cease if the Consultant does not receive payment within thirty days of invoice submittal.

G. REIMBURSABLE EXPENSES.

Payment for services rendered constitutes remuneration for labor costs related to document preparation and submittal plus support services/supplies in the estimated amount of \$1,004.75. Reimbursement shall be made for additional itemized incidental expenses related to the delivery of the services and products outlined in this contract. The Consultant shall provide an itemized list of reimbursable expenses with each invoice.

H. NONDISCRIMINATION ASSURANCES.

In consideration of the signing of this Contract for the performance of work and furnishing of labor and materials as set forth herein, the parties hereto for themselves, their agents, officials, and employees or servants agree not to discriminate in any manner on the basis of age, handicap, sex,

race, color, creed, sexual orientation, or national origin with reference to the subject matter of this Contract, no matter how remote.

I. INSURANCE.

If requested, the Consultant will provide the Client with a certificate of insurance showing insurance coverage for Fearnbach History Services, Inc. and its employees during the duration of this contract.

J. GOVERNING LAW.

The construction and meaning of the terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of North Carolina.

K. FORUM SELECTION.

In the event any dispute concerning this Agreement or the services provided hereunder arises, suit may be brought only in Randolph County, North Carolina.

L. SEVERABILITY.

If any provision of this Contract is deemed to be invalid the remaining provisions shall remain in effect.

M. RELEASE.

The Consultant has the right, but not the obligation, to release the remaining not yet performed obligations of the Contract if the Client fails to cooperate with the Consultant within six (6) months of the Consultant's request for cooperation. Only the Consultant has the right to release; the Client has no right to release in these circumstances.

N. FORCE MAJEURE.

Events beyond the individual control of the parties (e.g. flood, earthquake, hurricane, fire, volcano, war, strike, riot, crime) that prevent the Consultant from carrying out the agreement will excuse liability for the subsequent effects of these events. If this clause is invoked, the Consultant must take reasonable steps to minimize delay and damages caused by foreseeable consequences of the events, and take reasonable steps to notify the Client of the events and corresponding damages.

O. E – VERIFY.

The Consultant shall comply with the requirements of Article 2 in Chapter 64 of the North Carolina General Statutes. Furthermore, if the Consultant utilizes a subcontractor to fulfill this Contract, the Consultant shall require the subcontractor(s) to comply with the requirements of Article 2 in Chapter 64 of the North Carolina General Statutes.

P. ENTIRE AGREEMENT.

This Contract constitutes the entire agreement between the parties concerning the subject matter hereof. Any waiver, variation, or amendment of any term or condition of this Contract shall be effective only if signed by authorized representatives of both parties hereto.

We the undersigned, having read, understood, and agreed to the terms of this Contract, so affix our signatures this _____ day of November, 2019.

Client:

City of Asheboro

Consultant:

Fearnbach History Services, Inc.



By: John Ogburn, City Manager
City of Asheboro
146 North Church Street
Asheboro, NC 27204
(336) 626-1201, extension 213
jogburn@ci.asheboro.nc.us

By: Heather Fearnbach, President
Fearnbach History Services, Inc.
3334 Nottingham Road
Winston-Salem, NC 27104
(336) 765-2661
heatherfearnbach@bellsouth.net

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

Deborah P. Reaves, Finance Officer

MINUTES
ASHEBORO AIRPORT AUTHORITY
OCTOBER 15, 2019
7:00 PM – ASHEBORO REGIONAL AIRPORT

Steve Knight } Chairman Present

Bob Crumley (via telephone) }
Bradley Lanier }
 }

Mark Vuncannon } Members Present

Richard McCraw – Cardinal Air, LLC, Present
Michael Leonard, PE, City Engineer, Present
Rudy Rich– NC Aviation Museum

Welcome and Call to Order

Steve Knight called the meeting to order and welcomed everyone present to the regular quarterly meeting.

Approval of Minutes of Previous Meeting

Upon a motion by Bradley Lanier and second by Bob Crumley, the minutes of the July 16, 2019 meeting were approved as presented.

NEW BUSINESS

1) Safety Concerns

Richard McCraw reported the following:

- Gates are still staying open, and having other issues, may need replacing soon
- All gates were broken at one time last week leaving no access to the airfield
- Waiting for trenching of new phone line to install card reader
- Triad Heating and Air hit one of the gates which has since been repaired

2) FBO Report

Richard McCraw reported the following items relative to the FBO report:

- AvGas is average
- JetA is up significantly
- Classes are increasing greatly and the FBO is looking at adding a plane
- Lu is staying very busy and is looking at cutting back on work
- All hangars are full
- Cardinal Air is requesting a hangar rental increase to \$125 on January 1, 2020
this is still lower than similar size hangars at adjacent airports

A motion was made by Bradley Lanier with a second by Bob Crumley to recommend to City Council to allow Cardinal Air to increase the hangar lease rates from \$100/month to \$125/month to be effective January 1, 2020

3) Museum Report

Rudy Rich reported the following:

- Fly-in is Saturday, October 19, 2019
- Attendance was good in August and gift sales were up
- Contractors will be pouring the concrete for the picnic area this week
- Waiting for storm sewer replacement to add the storage building
- Lights and fans are up and look good
- AC is being added in the coming months
- The A26 is still coming not sure on a date yet
- The Member Dinner is Saturday, October 26, 2019 at 6PM

4) Discussion concerning recent aviation accident on October 4, 2019

Richard McCraw reported the following:

- A preliminary NTSB report came out on October 15, 2019 and is attached. The final report will be given in about a year. A debriefing will be Monday, October 21, 2019 at 6:30PM

5) Property Purchase Update

Michael Leonard reported the following:

The final Jones property parcel purchase was closed on August 6, 2019. All three properties are now owned by the City and the demolition of the houses is scheduled for spring 2020

6) Airport Lighting Update

Michael Leonard reported the following:

Funding for the Airport lighting project has been approved and the engineer, WK Dickson, has begun design of the proposed lighting system. The NC DOA wants to proceed with letting the project before the end of the fall season and schedule installation for early 2020.

7) Discussion concerning the vacancy on the Airport Authority

Michael Leonard reported the following: Moved to special meeting in November

All Airport Authority Members were presented with a list of applicants for the vacancy on the Asheboro Airport Authority. At this time members need to elect two (2) applicants to recommend to the Asheboro City Council for appointment.

After some discussion it was decided to move this item to a special meeting to be scheduled sometime in November.

8) Discussion concerning the procedure for producing a schedule of rental fees for hangars

A discussion concerning setting a fee schedule for City owned hangar leases was held. It was decided to allow the lease of the Klaussner hangar based on the attached fee schedule and the remaining smaller hangars soon to be city owned would remain under review until more data had been collected.

Upon a motion by Bradley Lanier and a second by Bob Crumley the Asheboro Airport Authority voted to recommend the attached fee schedule for hangar lease agreements.

9) Randolph Composite Squadron Hangar Lease Renewal

Michael Leonard reported the following:

The lease agreement for the hangar used by the Randolph Composite Squadron is up for renewal and they want to continue the lease for an addition 3 year agreement. A motion is needed to recommend renewal to the City Council.

Upon a motion by Bradley Lanier and a second by Bob Crumley the Asheboro Airport Authority voted to recommend renewal of the Randolph Composite Squadron hangar lease for an additional 3 year term to the Asheboro City Council.

10) Other New Business

Steve Knight Reported the following:

- Butch Coltrane is interested in selling his remaining lease, 18 years, for t-hangars at the south end of the airport and is giving the City the first right of refusal for the hangars.
- Staff and members will investigate if there is any interest in proceeding

11) Extension of the Cardinal Air lease to a 5 year lease starting January 1, 2020

Upon a motion by Bradley Lanier and a second by Bob Crumley the Airport Authority voted to extend the Cardinal Air lease for an additional 5 years in order to coincide with the their lease of a new fuel truck at the airport, 5 year term to begin effective January 1, 2020

There being no further business, the meeting was adjourned by Steve Knight at 7:45P.M.

Respectfully Submitted By _____
Michael L. Leonard, PE
City Engineer

ASHEBORO REGIONAL AIRPORT
HANGAR FEE SCHEDULE

Hangar “K” - 80’ x 80’ Hangar unimproved (City of Asheboro)
\$800.00/month
(Lighting, Insulated and Heated)

Hangar “K” 80’ x 80’ Hangar with improvements (City of Asheboro)
\$1,200.00/month
(Lighting, Insulated, Heated with Bathroom, Shower and Office)

“T” Hangars (Cardinal Air)
\$ 125.00/month per space

Hangars “A, B, C, D & F” - 40’ x 35’ unimproved (under original long term lease)
Lease amount currently under review
(Lighting)

Hangars “A, B, C, D & F” - 40’ x 35’ with improvements (under original long term lease)
Lease amount currently under review
(Lighting, Insulated, HVAC)

Hangars “E” – 50’ x 40’ unimproved (under original long term lease)
Lease amount currently under review
(Lighting)

Hangars “E” – 50’ x 40’ with improvement (under original long term lease)
Lease amount currently under review
(Lighting, Insulated, Heated)

All utilities are the responsibility of the tenant.

Approved by the Asheboro Airport Authority to be effective October 15, 2019

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 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, 79th 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 38 RES 9-19 on September 12, 2019, the Asheboro 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 and no hundredths (\$1.00) per year; and

WHEREAS, notice of the governing board's stated intent to authorize the described hangar lease agreement with the Civil Air Patrol during the Asheboro City Council's regular meeting in November 2019 was published in *The Courier-Tribune* on October 4, 2019, 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 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 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 7th day of November, 2019.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

ATTACHMENT A

STATE OF NORTH CAROLINA

ASHEBORO REGIONAL AIRPORT
HANGAR SPACE LEASE AGREEMENT

COUNTY OF RANDOLPH

THIS AGREEMENT AND LEASE (the “Agreement”) is made and entered into, as of the date of the last signature affixed hereto, 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, 79th 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; Schedule “C” 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, 2020, and ending at midnight on December 31, 2022.
- (3) The rental rate under this Agreement is one and no hundredths dollars (\$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, 2020, the Lessee shall pay to the Lessor the sum of three and no hundredths dollars (\$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 the premises described herein without prejudice to any other legal remedy the Lessor may have on account of such default. The notice of default may be posted on the demised premises or given to the person at such time in charge of the 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 the demised 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) E-Verify Compliance Section: Pursuant to Section 143-133.3 of the North Carolina General Statutes, the Asheboro City Council is prohibited from entering into contracts 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 North Carolina General Statutes. 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 North Carolina 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.
- (17) 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.

[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.]

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

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 _____ County, North Carolina, 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 the _____ day of _____, 2019.

Signature of Notary Public

Printed or Typed Name of Notary Public

My commission expires:

Lessee:

CIVIL AIR PATROL

By:

John Salvador, Chief Operating Officer
Civil Air Patrol

STATE OF _____
COUNTY OF _____

I am a Notary Public of _____ County, State of _____, and I do hereby certify that John Salvador personally appeared before me this day and acknowledged that, as 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 the _____ day of _____, 2019.

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

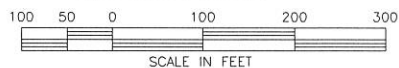
"T" HANGARS

PUBLIC FACILITIES

F B O

ADMINISTRATION BUILDING

ASHEBORO REGIONAL AIRPORT



SCHEDULE "C"

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

65.5
DISPLAY AREA
AIRCRAFT MUSEUM
H G L

"T" HANGARS

J M K
HANGARS

"T" HANGARS
N

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**APPROVAL TO PUBLISH NOTICE OF THE INTENT TO AUTHORIZE
AN AMENDED LEASE AGREEMENT WITH THE FIXED BASE
OPERATOR AT THE ASHEBORO REGIONAL AIRPORT**

WHEREAS, Cardinal Air, LLC (“Cardinal Air”) is the fixed base operator (“FBO”) at the Asheboro Regional Airport; and

WHEREAS, the current FBO agreement with Cardinal Air expires on December 31, 2021; and

WHEREAS, on October 15, 2019, the Asheboro Airport Authority recommended amending the FBO agreement to align the term of this agreement with the 5-year term of a new fuel truck lease agreement the FBO has agreed to undertake in order to enhance fueling operations at the Asheboro Regional Airport; and

WHEREAS, the Asheboro City Council finds the recommendation from the Asheboro Airport Authority to be in the best interest of the City of Asheboro.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the city clerk is instructed to publish in *The Courier-Tribune*, in compliance with Section 160A-272 of the North Carolina General Statutes, notice of the city council’s intent to authorize, during its regular meeting in January 2020, the amendment of the existing FBO agreement with Cardinal Air to reflect a 5-year lease term with a commencement date of January 1, 2020.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of November, 2019.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE TO AMEND SECTION 50.008
OF THE CODE OF ASHEBORO

WHEREAS, Section 50.008 of the Code of Asheboro regulates transactions involving requests to connect real property located outside the city limits to the city's water and sanitary sewer infrastructure; and

WHEREAS, the city's professional staff has recommended amending Section 50.008 to correct certain typographical errors and to authorize the issuance of temporary connection permits in certain situations; and

WHEREAS, the Asheboro City Council concurs with this recommendation.

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

Section 1. Section 50.008 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 50.008 CONNECTIONS OUTSIDE CITY LIMITS.

- (A) Unless a connection is expressly authorized by the provisions of this section, owner(s) of real property located outside the city limits are not permitted to connect to a city water line and/or sanitary sewer line.
- (B) Except as provided by this division, owner(s) of real property located outside the city limits seeking to connect to a city water line or sanitary sewer line must connect to both facilities and shall not have the option of connecting to one facility without the other. **If one of the following conditions is satisfied, real property located outside the city limits may be connected to either a city water line or ~~the a~~ city sanitary sewer ~~lines~~ line:**
 - (1) The real property for which connection to either a city water line or city sanitary sewer line is sought consists of one and only one parcel of land that immediately adjoins an existing water or sanitary sewer line that is owned, operated, and maintained by the city; or

- (2) The City Council authorizes the connection of the real property to either a city water line or city sanitary sewer line due to severe topographical conditions or other factors peculiar to the site that would cause undue hardship if connection to both lines were to be required. The City Council may grant such an authorization only after it has received a written request from the property owner(s) and entered one or more findings in the Council's meeting minutes specifying the unique hardship(s) warranting such an authorization. The written request is to be submitted to the City Council through the City Manager, who shall act as the Council's agent.
- (C) Real property located outside of the city limits and already connected to either a city water line or city sanitary sewer line must be annexed into the city prior to the issuance of a connection permit authorizing the connection of the real property to a previously unavailable or unutilized line. If the real property for which a connection permit is sought can only be annexed into the city by means of satellite annexation by petition, an exemption from this requirement may be granted by the City Council upon written request of the property owner(s) and upon the entry by the City Council in its meeting minutes of findings that the noncontiguous area in question cannot be annexed by petition of the owner(s) due to the area proposed for annexation failing to meet the standards prescribed by G.S. § 160A-58.1(b).
- (D) When property owner(s) choose to apply for permission to connect to a city water line and/or sanitary sewer line concurrently with an on-going annexation procedure, permission to make the requested connection(s) may be granted at the following points in the annexation process.
- (1) If an annexation process has been initiated by petition of the property owner(s) requesting connection to the city water and/or sanitary sewer line(s), the connection(s) may be approved no sooner than the effective date of the ordinance extending the city limits to include the real property for which a connection permit is sought. Notwithstanding any other provision in this Section, the City Council may authorize, prior to the effective date of the ordinance extending the city limits to include real property for which municipal water/sewer service is sought, a temporary connection permit allowing the requested connection with the municipal infrastructure so long as, and only so long as, such a permit is issued and maintained in strict compliance with the following conditions:
- (a) The annexation petitioner must submit a written request for a temporary connection permit. This written request must state with specificity the factors unique to the temporary connection

permit applicant's situation that will cause undue hardship if connection to the municipal infrastructure is prohibited until the effective date of the annexation ordinance for which a petition has been properly submitted. Alleged hardships from the delayed connection that are common to the general public are not a proper basis for an exception to the generally applicable rule that temporary connection to the city's utility infrastructure in advance of the effective date of the applicable annexation ordinance is prohibited.

(b) The written request for a temporary connection permit is be submitted to the City Manager, who shall act as the City Council's agent for receiving and processing requests for temporary connection permits.

(c) A decision by the City Council to authorize a temporary connection permit must be based upon one or more findings supporting the determination that an undue hardship will be created in the absence of the requested temporary connection permit. The required finding(s) shall be recorded in the City Council's meeting minutes.

(d) The maximum duration of a temporary connection permit shall be either the length of time required for an annexation ordinance to become effective for the real property benefitted by the temporary connection permit or six calendar months measured from the 1st day of the month immediately following the issuance of the requested temporary connection permit, whichever time period is shorter.

(e) Any fees paid under the applicable schedule of fees for the temporary connection permit shall be credited toward the cost of a standard connection permit issued after the effective date of the applicable annexation ordinance.

- (2) If the real property for which a connection permit is sought is located within an area subject to a city-initiated annexation process, the requested connection permit(s) may be approved no sooner than 71 days following the date of the adoption of the annexation ordinance or the date of the final resolution of any review proceedings initiated as a consequence of the adoption of the annexation ordinance, whichever is later. This provision is not to be construed as authorizing any customer of the city's Water and Sewer Department to be charged, prior to the effective date of the city-initiated annexation of the area, with the same

fees and at the same rates that are accorded to customers located within the city limits.

(E) As used in this section:

(1) ***WATER LINE.*** Any water distribution line built to utility standards.

(2) ***SANITARY SEWER LINE.*** Any sanitary sewer collector, interceptor, and outfall line built to utility standards.

(F) Notwithstanding the provisions of this section, when any real property located outside the city limits is subject to a major subdivision of land plat governed by the Subdivision Ordinance of the city, any application or request for connection to the city water and sewer facilities shall be subject to and reviewed in accordance with the provisions of the Subdivision Ordinance pertaining to water and sewerage system improvements.

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

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

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of November, 2019.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	204.31	193.96	186.76	S 71°08'12" E	54°23'35"
C2	446.44	147.16	146.50	S 34°37'36" E	18°53'13"
C3	1504.80	179.67	179.57	N 13°26'45" W	6°50'28"
C4	2916.64	671.32	669.84	N 09°57'59" W	13°11'16"
C5	2916.64	705.89	704.17	N 03°33'39" E	13°52'00"
C6	1616.59	360.26	359.51	S 03°19'23" E	12°46'06"
C7	1554.80	192.84	192.72	S 13°18'21" E	7°06'23"
C8	2866.64	659.87	658.42	S 09°58'01" E	13°11'20"
C9	2866.64	693.72	692.03	S 03°33'37" W	13°51'56"

LINE	BEARING	DISTANCE
L1	N 10°38'28" E	84.17
L2	S 10°48'16" W	37.41
L3	S 26°41'13" E	35.69
L4	N 62°43'33" E	50.27
L5	N 86°21'26" E	44.58
L6	N 88°23'40" E	50.53
L7	S 32°56'03" E	7.24
L8	S 09°23'27" E	28.81
L9	N 87°15'40" E	71.94
L10	N 02°40'39" E	2.08
L11	S 36°31'21" W	127.16
L12	N 84°13'51" E	8.67
L13	S 11°24'30" W	12.41
L14	N 88°23'40" E	49.63
L15	S 63°32'01" W	62.70

Lucy Allred King,
Trustee
1772-1120

Proposed Asheboro
Primary City Limits

0.159 Acres of DB 2592
Pg 1204

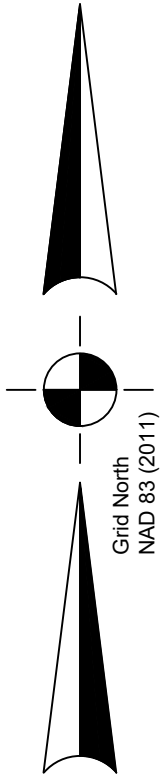
1" EIP Up 2"
Spike In Oak Stump

Tract 1 of DB 2637 Pg 220
Tract 2 of DB 2637 Pg 220

Total Area to Be Annexed:
49.228 Acres

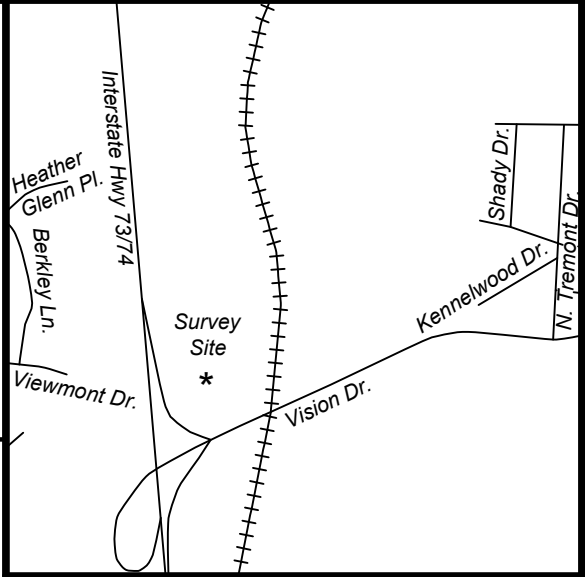
37.403 Acres - Tract 1 of DB 2637 Pg 220
11.667 Acres - Tract 2 of DB 2637 Pg 220
0.159 Acres - DB 2655 Pg 935

Interstate Highway 73/74



Legend

- Property Line
- Computed Property Line
- Right of Way Line
- Easement Line
- Tie Lines
- Old Plat Book Line
- Existing Iron Rod/Pipe
- NIR
- Point Not Set/Computed Point
- Well



Location Map
(Not to Scale)

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

In accordance with NC General Statute 47-30(f)11c.1.
That the survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street. For the purpose of this subsection, an "existing parcel" or "existing easement" is an area of land described in a single, legal description or legally recorded subdivision that has been or may be legally conveyed to a new owner by deed in its existing configuration.

I, Dan W Tanner II, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book See, page Notes, etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book See, page Notes; that the ratio of precision or positional accuracy as calculated is; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this the day of, A.D., 2018.

PRELIMINARY RESULTS

Professional Land Surveyor

L-4787

I, Dan W Tanner II, certify that this map was drawn under my supervision from an actual GPS/ GNSS survey made under my supervision and the following information was used to perform the survey:

- (1) Class of survey: Class A
- (2) Positional accuracy: <0.10'
- (3) Type of GNSS field procedure: Real-Time Kinematic Networks
- (4) Dates of survey: November 08, 2018
- (5) Datum/Epoch: NAD83(2011) / 2010.00
- (6) Published/Fixed-control use: North Carolina Real Time Network
- (7) Geoid model: Geoid 12A
- (8) Combined grid factor(s): 0.99987905
- (9) GPS/GNSS Scale Point:
N:725,461.61 E:1,756,024.13
- (10) Units: US Survey Feet



Notes:

1. No NCGS Monuments found within 2000' of property.
2. This project is not located within a special flood hazard area.
3. Area calculated by coordinate geometry.
4. All lines surveyed by Survey Carolina, PLLC are indicated by bold lines. All lines not surveyed by Survey Carolina, PLLC are indicated by dashed lines.
5. No attempt was made by this survey to locate all underground utilities nor any other easements that would be revealed by a title search.
6. Deeds and plats referenced (Randolph Co. registry):
Deeds:
DB 2637 Pg 220
DB 2655 Pg 935
PB 134 Pg 32
PB 158 Pg 76
7. Randolph County Tax PIN: 7752547146, 7752640158

Owners:
OSOTT LLC
130 Wright Way
Troy, NC 27371

Annexation Survey For:

OSOTT LLC

Back Creek Township Randolph County
North Carolina July 11, 2019
Scale: 1" = 150 US Survey Feet



SURVEY CAROLINA, PLLC

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

Firm #: P-1110
Dan W Tanner II L-4787
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Job #: 10719_annex

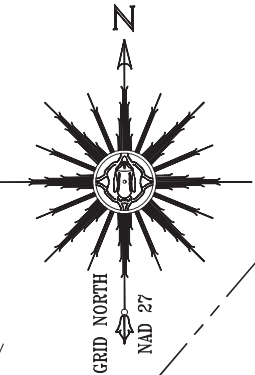
STATE OF NORTH CAROLINA

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

Date _____ Review Officer _____

LEGEND

EIR Existing Iron Rod
EIP Existing Iron Pipe
NIP New Iron Pipe
CP Computed Point
R/W Right of Way
PB/PG Plat Book - Page
DB/PG Deed Book - Page
Ac. Acre



Annexation Ordinance Adopted by
the Asheboro City Council On:

To Be Effective On:

State of North Carolina
County of Randolph

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

Review Officer

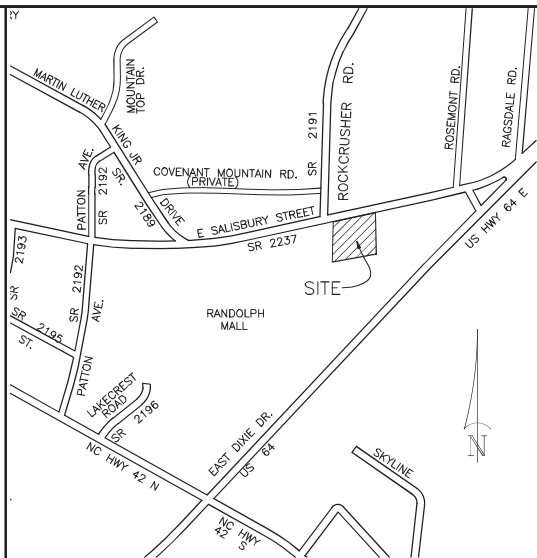
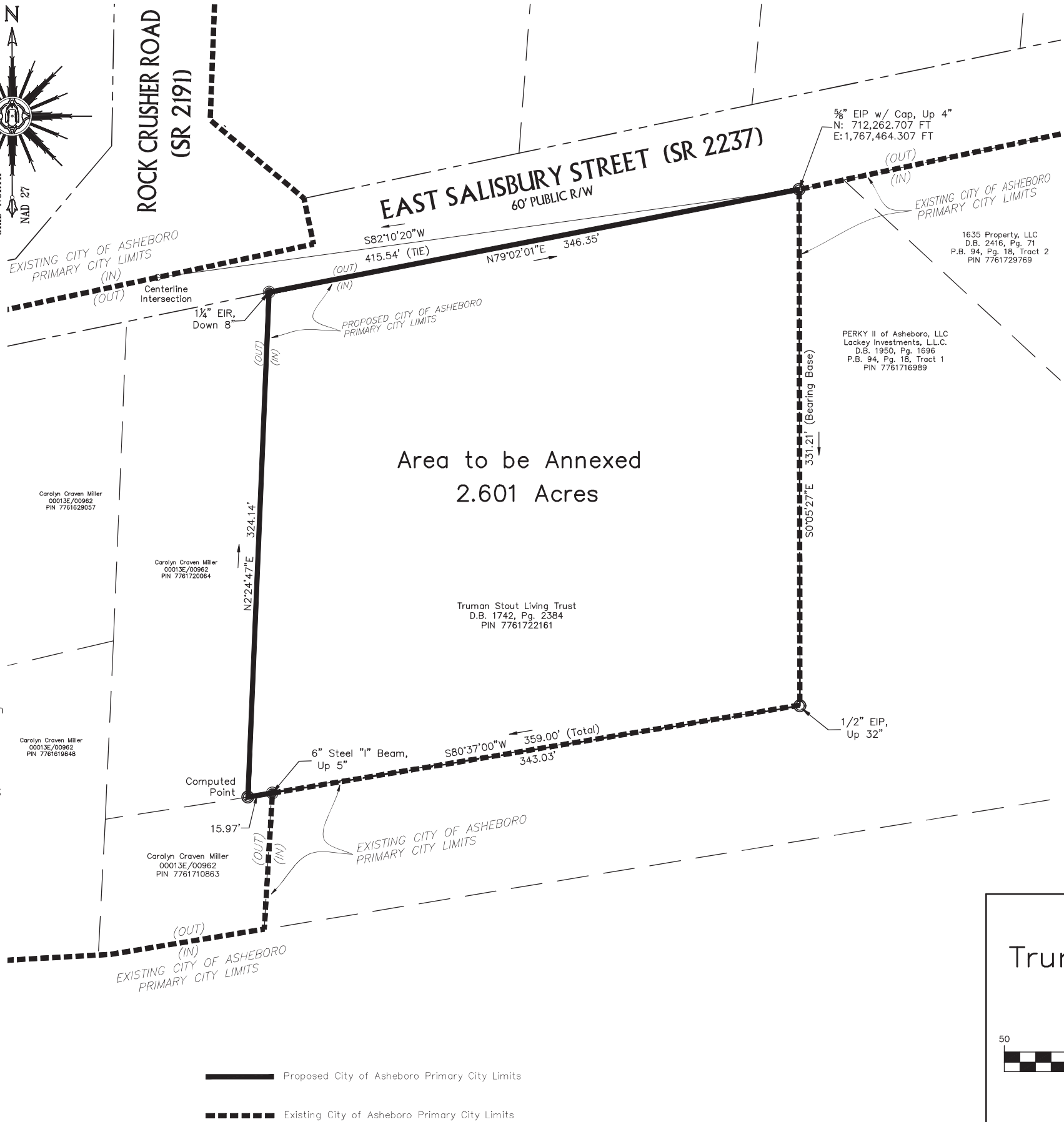
Date

I, Thomas Scaramastra, certify that this
plat was drawn under my supervision from
an actual survey made under my supervision
(deed description recorded in Deed Book &
Page as shown hereon); 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 1:18,374;
that this plat was prepared in accordance
with G. S. 47-30 as amended; that this
survey is of another category, such as the
recombination of existing parcels, a
court-ordered survey, or other exception to
the definition of subdivision. Witness my
original signature, License Number and Seal this

____day of _____A.D. 2019.

Professional Surveyor

License Number L-4421



Vicinity Map Not To Scale

NOTES

1. Area in Proposed Annexation: 2.601 Acres (113,281 Sq. Ft.)
2. Deed Reference - D.B. 1742, Pg. 2384
3. PIN - 7761722161
4. Coordinates of Corner Shown and Grid Bearing basis taken from and based on data shown on Annexation Plat for City of Asheboro, Plat Book 88, Page 25.
5. The sole purpose of this plat is to describe the annexation area of the unincorporated parcel shown.
6. No NCGS Monument found within 2,000 feet of this property. All distances shown are ground unless otherwise indicated.
7. Location work shown hereon was derived by above ground indicators only, unless otherwise noted. The parcel contains numerous structures and improvements which are not shown.
8. This property is subject to any Easements, Agreements, or Rights-of-Way of record prior to this date and not visible at the time of inspection.
9. This survey was prepared without the benefit of a legal title search, and is subject to any facts an accurate title search may disclose.

(Mail To:) City of Asheboro
146 N. Church St.
P.O. Box 1106
Asheboro, NC 27204

Annexation Plat for
City of Asheboro

Truman Stout Property

Asheboro Township, City of Asheboro
Randolph County, North Carolina
Scale : 1"=50' November 5, 2019

50 0 25 50 100 200

Surveyed and Mapped By
Thomas Scaramastra, PLS
City of Asheboro Engineering Dept.
146 N. Church St.
Asheboro, North Carolina 27203
Ph : (336) 626-1200

Job # 19-022

Proposed Meeting Schedule for the Asheboro City Council for 2020

<u>Month</u>	<u>Meeting Date</u>
January	9 th
February	6 th
March	5 th
April	9 th
May	7 th
June	4 th
July	9 th
August	6 th
*September	17 th
October	8 th
November	5 th
December	10 th

*Denotes a proposed modification in the meeting schedule.