

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, APRIL 4, 2013
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 staff members present:

David H. Smith) – Mayor Presiding

Talmadge S. Baker)
Edward J. Burks)
Linda H. Carter)
Michael W. Hunter) – Council Members Present
Walker B. Moffitt)
Charles A. Swiers)

Clark R. Bell) – Council Member Absent

John N. Ogburn, III, City Manager
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
John L. Evans, Assistant Community Development Director
Michael L. Leonard, P.E., Assistant City Engineer
Ralph W. Norton, Assistant Chief of Police
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance 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. Silent prayer and pledge of allegiance.

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

3. Presentation of a resolution honoring the service of Mr. Frank Havens on the City of Asheboro Planning Board.

Mr. Nuttall presented Mr. Frank Havens with a resolution adopted by the Asheboro Planning Board in recognition of his service as a member of the Board. Mr. Havens thanked the City Council for allowing him an opportunity to serve on the Asheboro Planning Board.

4. Consent agenda:

Upon motion by Ms. Carter and seconded by Mr. Baker, Council voted unanimously to approve the following consent agenda items. Council Members Baker, Burks, Carter, Hunter, Moffitt, and Swiers voted in favor of the motion.

- (a) The minutes of the City Council’s regular meeting on March 7, 2013.**
- (b) A lease agreement with Todd F. Richardson for the lease of Hangar C at the Asheboro Regional Airport.**

18 RES 4-13

**RESOLUTION AUTHORIZING THE LEASE OF HANGAR C
AT THE ASHEBORO REGIONAL AIRPORT**

WHEREAS, Section 160A-272 of the North Carolina General Statutes, as modified by the local modification found in Chapter 867 of the 1989 (Reg. Sess., 1990) Session Laws of North Carolina, authorizes the City Council of the City of Asheboro to lease in relation to the operation of the Asheboro Regional Airport city-owned property located at said airport for a maximum lease term of thirty (30) years so long as the property will not be needed by the municipality during the term of the lease; and

WHEREAS, according to the most recent lease agreement on file with the city, Hangar C at the Asheboro Regional Airport is leased to Larry Richardson until August 15, 2020, with an annual rental rate of One Hundred Twenty and No Hundredths Dollars (\$120.00); and

WHEREAS, Larry Richardson passed away in 2011; and

WHEREAS, due to the death of Larry Richardson, the hangar leasing arrangement for Hangar C needs to be modified, consistent with the current hangar leasing terms and conditions utilized at the Asheboro Regional Airport, to reflect that Mr. Richardson's son, Todd F. Richardson, has been maintaining Hangar C and paying the annual rental fee in accordance with the terms and conditions specified in the agreement originally signed by Larry Richardson; and

WHEREAS, Todd F. Richardson is willing and able to assume full and sole responsibility for the lease of Hangar C; and

WHEREAS, Hangar C is not needed by the city for any purpose other than to lease as previously agreed between the city and the late Larry Richardson; and

WHEREAS, public notice of the intent to approve a lease agreement with Todd F. Richardson was given in *The Courier-Tribune* on March 22, 2013; and

WHEREAS, an agreement implementing the formal assumption by Todd F. Richardson of the lease of Hangar C, with certain modifications to bring the leasing arrangement into conformity with the current leasing practices at the Asheboro Regional Airport, is attached to this Resolution as EXHIBIT 1 and is hereby incorporated into this Resolution by reference as if copied fully herein;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the lease of Hangar C at the Asheboro Regional Airport to Todd F. Richardson in accordance with the terms and conditions specified in the lease agreement attached hereto as EXHIBIT 1 is hereby approved; and

BE IT FURTHER RESOLVED that, once the approved leasing instrument is fully and properly executed by Todd F. Richardson, Mayor David H. Smith is authorized and directed to execute, and the City Clerk is to attest, the leasing instrument attached to this Resolution as EXHIBIT 1.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 4th day of April, 2013.

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

ATTEST:

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

EXHIBIT 1

STATE OF NORTH CAROLINA

LEASE OF HANGAR AT

COUNTY OF RANDOLPH

ASHEBORO REGIONAL AIRPORT

THIS AGREEMENT AND LEASE is made this ____ day of _____, 2013, by and between the CITY OF ASHEBORO (hereinafter referred to as "Lessor"), a North Carolina municipal corporation, and TODD F. RICHARDSON (hereinafter referred to as "Lessee"), who is a resident of Randolph County, North Carolina and resides at 2829 Gallimore Dairy Road, Denton, North Carolina 27239;

WITNESSETH:

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

(1) For the duration of the lease period stated herein, Lessor hereby leases to Lessee, and Lessee hereby accepts, the following area of rental space at the Asheboro Regional Airport for use as hangar space for an aircraft. The demised premises are more specifically described as follows:

Hangar C as shown in the cross hatch area of Asheboro Regional Airport Schedule "C" (most recently amended November 2006); said schedule is attached hereto as

Attachment A and is incorporated into this Agreement by reference as if copied fully herein.

(2) The lease period shall commence at 12:01 a.m. on August 15, 2013, and the lease period shall terminate at the end of the day (midnight) on August 15, 2020.

(3) Lessee shall pay to Lessor in advance, on or before the fifteenth (15th) day of August of each year, an annual rental fee of One Hundred Twenty and No Hundredths Dollars (\$120.00).

(4) Lessee agrees to the following operating procedures and limitations:

- (a) Absent prior written approval of the Asheboro Airport Authority, Lessee is prohibited from subleasing all or any portion of the demised premises.
- (b) Upon receipt of a written request from the Lessee, the Lessor will consider authorizing the assignment of this lease. Any assignment of this lease is subject to the approval of the Lessor and, if approved, must be implemented by means of the execution of instruments, including without limitation an "ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT" and a "CONSENT TO ASSIGNMENT OF LEASE," prepared by the Lessor's city attorney. The final decision as to whether to approve the assignment of the lease is in the discretion of the Asheboro City Council.
- (c) Lessee will bear all costs involving utilities to his hangar, taxes, insurance and permits, and any cost of required repairs to his hangar and space pavement.
- (d) Lessee will not operate or allow others to operate aircraft engine(s) inside the hangar and will not run-up or allow others to run-up aircraft engine(s) with propeller blast directed toward any hangar door, hangar, or other aircraft.
- (e) Lessee shall assure proper chocking and securing of aircraft after each usage. Lessee is not required, but may leave hangar and aircraft keys with the Airport Manager for emergency use.
- (f) Lessee will provide, install, and maintain a suitable portable fire extinguisher in the hangar and will maintain the interior of the hangar in a clean and neat condition.

(5) Lessor shall not be liable for loss arising out of damage to or destruction of the existing hangar or its contents from any cause, except such loss as may be recoverable under Lessor's standard Liability Insurance Policy. In the event of the partial or total destruction of the existing hangar and any contents located therein, the risk of loss lies entirely with the Lessee. With regard to the question of whether a hangar will be repaired or a new hangar constructed in the event of the partial or total destruction of the existing structure, the Lessee hereby expressly acknowledges and agrees that the Lessor is under no obligation of any kind to repair the existing structure or construct a new structure.

(6) It is expressly agreed that if the Lessee shall neglect to make any payment of rent when due or neglect to perform any manner of thing herein agreed to be done and performed by him and shall remain in default thereof for a period of thirty (30) days after written notice from the Lessor calling attention to such default, the Lessor may declare this lease terminated and cancelled and take possession of said premises without prejudice to any other legal remedy the Lessor may have on account of such default. Said notice may be given to the person at such time in charge of said premises or sent by registered or certified mail to the Lessee at the address stated above. It is specifically understood and agreed that cancellation of this Agreement by the Lessor for cause can be done at any time during the term of this lease after failure by the Lessee to correct an event of default as aforesaid.

(7) During a time period that shall begin one hundred eighty (180) calendar days in advance of the expiration of the present lease period and shall terminate at the end of the day (midnight) on August 15, 2020, Lessee will have the right of first refusal to rent Hangar C on terms and conditions, specifically including without limitation the rental rate, that are comparable to the leasing agreements utilized by the Lessor for other similarly situated hangars at the Asheboro Regional Airport.

(8) The Lessee shall not engage in general competition with the fixed base operator of 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 lease solely on account of the nominal rental charge pursuant to the terms of this Agreement.)

(9) It is understood and agreed that the purpose of this lease is to provide a place for the Lessee to store, fix, maintain, repair, and service his 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 lease, be used for such purpose or in such manner that the sight, sound, or traffic into or out of said premises could reasonably be considered to be objectionable or hazardous to the facilities and operations of the Asheboro Regional Airport. Parking of Lessee's automobile in the hangar while the aircraft is being flown is permitted.

(10) 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.

(11) 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 lease and as the same may be amended in the future.

(12) 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 or attributable to the Lessee, its guests, licensees, tenants, successors, or assigns that arise out of or in the course of the use of the leased property. The costs, losses, and damages referenced in the immediately preceding sentence include, without limitation, any and all damage awards, settlement costs, attorneys' fees, court costs, and any other types of expenses arising out of any claim or litigation connected in any manner to an event arising out of or in the course of the use of the leased property.

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

Lessor:
CITY OF ASHEBORO

By: _____
David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

Lessee:
TODD F. RICHARDSON

Todd F. Richardson (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that Holly H. Doerr 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 as the act of the municipal corporation, the foregoing instrument was signed in its name by David H. Smith, Mayor of the City of Asheboro, sealed with the municipal corporation's seal, and attested by Ms. Doerr in her capacity as City Clerk.

Witness my hand and official stamp or seal, this ____ day of _____, 2013.

Notary Public

My commission expires:

(Name of Notary Public, typed or printed)

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that Todd F. Richardson, whose identity was personally known to me or whose identity was proven to me, appeared before me this day and acknowledged his voluntary due execution of the foregoing instrument for the purposes stated therein.

Witness my hand and official stamp or seal, this ____ day of _____, 2013.

Notary Public

My commission expires:

(Name of Notary Public, typed or printed)

[Attachment A to the lease agreement that depicts the lease area is on file in the City Clerk's office.]

- (c) **Contracts were awarded to the following lowest responsive, responsible bidders to supply the specified chemicals at the stated price to the City of Asheboro Water and Wastewater Treatment Plants for the period from April 16, 2013 to April 15, 2014:**

- General Chemicals is to supply liquid alum at \$315.00/ton.
- JCI Jones Chemicals is to supply liquid caustic at \$524.00/ton.
- Key Chemicals, Inc. is to supply fluosilicic acid at \$514.00/ton.
- Univar USA is to supply sodium hypochlorite at \$0.638/gallon.
- Siemens Water Technologies is to supply calcium nitrate at \$0.584/pound.

- (d) **A resolution authorizing the private sale of surplus police firearms to a federally licensed firearms dealer as part of the upgrade of police department equipment.**

19 RES 4-13

**RESOLUTION AUTHORIZING THE PRIVATE SALE OF CERTAIN SURPLUS
CITY-OWNED PERSONAL PROPERTY**

WHEREAS, Section 160A-266 of the North Carolina General Statutes authorizes a city to dispose of surplus personal property by private negotiation and sale when the property to be sold is valued at less than thirty thousand and no hundredths dollars (\$30,000.00) for any one item or group of similar items; and

WHEREAS, the Chief of Police has identified a total of forty-seven (47) city-owned shotguns that should be declared surplus property and sold in order to provide funding for the standardization and upgrade of shotguns issued to the police department's officers; and

WHEREAS, the shotguns that have been identified as surplus property (hereinafter collectively referred to as the "Surplus Shotguns") are more specifically described in the attached EXHIBIT 1 that is incorporated into this resolution by reference as if copied fully herein; and

WHEREAS, the federally licensed firearms dealer that has been selected to supply the police department with twenty-five (25) new Remington shotguns valued at eleven thousand six hundred twenty-five and no hundredths dollars (\$11,625.00) is Ed's Public Safety, 4431 North Henry Boulevard, Stockbridge, Georgia 30281; and

WHEREAS, Ed's Public Safety has offered, as part of a trade-in arrangement that would result in a credit to offset the purchase price of the new Remington shotguns, a total of ten thousand six hundred and no hundredths dollars (\$10,600.00) for the Surplus Shotguns; and

WHEREAS, the City Manager has concurred with the recommendation of the Chief of Police that the used shotguns listed in EXHIBIT 1 should be declared surplus property and sold to Ed's Public Safety by means of private negotiation and sale in order to standardize and upgrade the police department's inventory of shotguns with the benefit of a trade-in credit that is entirely compliant with the federal and state laws pertaining to the transfer of firearms;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the used shotguns listed in EXHIBIT 1 are hereby declared to be surplus property; and

BE IT FURTHER RESOLVED that the Chief of Police is hereby authorized and directed to dispose of the Surplus Shotguns by means of a private sale, which is to be conducted in full compliance with the provisions of Section 160A-267 of the North Carolina General Statutes, at the negotiated price of ten thousand six hundred and no hundredths dollars (\$10,600.00) for the forty-seven (47) used shotguns.

This resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on April 4, 2013.

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

ATTEST:

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

EXHIBIT 1

	<u>Manufacturer</u>	<u>Gauge</u>	<u>Serial No.</u>
1.	Beretta	12	A18317L
2.	Beretta	12	A26955L
3.	Beretta	12	A28456L
4.	Beretta	12	A26964L
5.	Beretta	12	A26988L
6.	Beretta	12	A18310L
7.	Beretta	12	A28443L
8.	Beretta	12	A28545L
9.	Beretta	12	A28468L
10.	Beretta	12	A26942L
11.	Beretta	12	A28467L
12.	Beretta	12	A28469L
13.	Beretta	12	A26987L
14.	Beretta	12	A24735L
15.	Beretta	12	A18309L
16.	Beretta	12	A28632L
17.	Beretta	12	A28455L
18.	Beretta	12	A20271L
19.	Beretta	12	A18308L
20.	Beretta	12	A24701L
21.	Winchester	12	L679558
22.	High Standard	12	3197905
23.	Mossberg	12	J496762
24.	Mossberg	12	L386561
25.	Mossberg	12	K930133
26.	Mossberg	12	J792035
27.	Mossberg	12	L145253
28.	Mossberg	12	J639968
29.	Mossberg	12	K276785
30.	Mossberg	12	L145195
31.	Mossberg	12	L387396
32.	Mossberg	12	L386768
33.	Mossberg	12	J640460
34.	Mossberg	12	J791027

35.	Mossberg	12	K276784
36.	Mossberg	12	K276778
37.	Mossberg	12	K930172
38.	Mossberg	12	J790551
39.	Mossberg	12	J856582
40.	Mossberg	12	L387392
41.	Mossberg	12	L145250
42.	Mossberg	12	L387783
43.	Mossberg	12	K277703
44.	Mossberg	12	L386779
45.	Mossberg	12	J639980
46.	Mossberg	12	L387809
47.	Mossberg	12	J791347

- (e) **An easement granted in favor of Progress Energy Carolinas, Inc. as part of the Sunset Theatre Renovation Project.**

20 RES 4-13

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT ON BEHALF OF THE CITY OF ASHEBORO

WHEREAS, Section 160A-273 of the North Carolina General Statutes provides that a city is authorized to grant easements over, through, under, or across city property; and

WHEREAS, the City of Asheboro is currently renovating the Sunset Theatre; and

WHEREAS, the city-owned land underlying the Sunset Theatre facility was acquired from three (3) separate owners and, consequently, was described in three deeds recorded in the following locations in the office of the Randolph County Register of Deeds: Deed Book 1953, Page 1237; Deed Book 1975, Page 1419; Deed Book 2003, Page 1477; and

WHEREAS, in furtherance of the on-going Sunset Theatre renovation project, certain improvements have to be made to the electric facilities serving the theatre facility; and

WHEREAS, Progress Energy Carolinas, Inc., a North Carolina public service corporation, (hereinafter referred to as "PEC") can make these improvements, but PEC needs an easement from the city to go onto the city-owned land "to construct, maintain, and operate (the) electric and/or communication facilities" requested by the city; and

WHEREAS, in order to obtain the requested easement, PEC personnel have drafted and sent to the city an easement instrument that is attached to this resolution as EXHIBIT 1 and is incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, city staff has recommended approval of the easement requested by PEC;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the terms and conditions of the easement agreement attached to this resolution as EXHIBIT 1 are hereby found to be reasonable and, in light of the need to advance the Sunset Theatre renovation project, will be accepted by the City of Asheboro; and

BE IT FURTHER RESOLVED that the Mayor of the City of Asheboro is hereby authorized and directed to execute, on behalf of the municipal corporation, the easement agreement attached to this resolution as EXHIBIT 1.

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

ATTEST:

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

[The instrument attached to the adopted resolution as EXHIBIT 1 is on file in the City Clerk's office.]

- (f) **An ordinance amending Chapter 50 (Water and Sewers) of the Code of Asheboro in order to make a technical correction.**

06 ORD 4-13

AN ORDINANCE AMENDING CHAPTER 50 OF THE CODE OF ASHEBORO

WHEREAS, Chapter 50 of the Code of Asheboro prescribes general water and sewer provisions for the City of Asheboro; and

WHEREAS, pursuant to Section 132-1.1(c) of the North Carolina General Statutes, billing information compiled and maintained by the city's water and sewer utility is not a public record; and

WHEREAS, in August 2012, the Asheboro City Council, in its capacity as the governing board for the water and sewer utility, enacted Section 50.09 of the Code of Asheboro in order to establish policies governing the release of water and sewer utility billing information; and

WHEREAS, a subsequent review of the enacted ordinance revealed a clerical error consisting of the unintentional omission of text explicitly referencing the county health director and her designees as public officials to whom utility billing information can be disclosed; and

WHEREAS, the Asheboro City Council wishes to correct this error;

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

Section 1. Section 50.09 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 50.09 RELEASE OF BILLING INFORMATION

(A) Pursuant to G.S. § 132-1.1(c), billing information compiled and maintained by the city's water and sewer utility is not public record. Except as provided in division (B) of this Section, the release of billing information compiled and maintained by the water and sewer utility is prohibited.

(B) The release of billing information compiled and maintained by the water and sewer utility is authorized under the following circumstances:

1. Billing information will be released in accordance with written instructions issued by the city manager for the purpose of providing information that will be useful or necessary to assist bond counsel, bond underwriters, underwriters' counsel, rating agencies, or investors or potential investors in making informed decisions regarding bonds or other obligations incurred or to be incurred with respect to the water and sewer utility;

2. Billing information requested by city division/department heads, or their designees, for the purpose of providing municipal services or maintaining the integrity and quality of such services will be released to the city official who requested the billing information;

3. Billing information requested by law enforcement officers, public safety officers, **public health officials (specifically including without limitation the Randolph County Health Director and her designees)**, fire protection officials (specifically including firefighters concerned with fire suppression, arson investigators, and fire prevention code inspectors), rescue and emergency management officials, and judicial officials in the performance of their official duties will be released to the requesting officer or official; and

4. Upon request, a utility customer, or his/her authorized representative, will be provided with billing information compiled and maintained in connection with the customer's own account. Individuals and entities, who are not otherwise authorized under the foregoing provisions in division (B) of this Section to receive

billing information, are prohibited from receiving any billing information compiled and maintained as part of an account that does not list as a responsible party the person or entity making the request for information or on behalf of whom the request for information has been made.

(C) Nothing in this Section shall be construed as authorizing the release of a customer's social security number or any other personal identifying information in violation of the applicable laws, specifically including without limitation G.S. § 132-1.10.

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 4th day of April, 2013.

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

ATTEST:

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

(g) An ordinance amending Chapter 96 (Nuisances and Noise) of the Code of Asheboro in order to make a technical correction.

07 ORD 4-13

AN ORDINANCE AMENDING CHAPTER 96 OF THE CODE OF ASHEBORO

WHEREAS, Chapter 96 of the Code of Asheboro prescribes regulations to address nuisances and noise; and

WHEREAS, Section 96.07 of the Code of Asheboro addresses the issue of the attachment of a lien for the cost of abating or removing nuisances; and

WHEREAS, Section 96.07 of the Code of Asheboro contains an outdated reference to a section of the North Carolina General Statutes that has been repealed; and

WHEREAS, the Asheboro City Council wishes to amend the Code of Asheboro to cite the correct statutory provision;

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

Section 1. Section 96.07 of the Code of Asheboro is hereby rewritten to provide as follows:
§ 96.07 LIEN.

In the event charges for the removal or abatement of a public nuisance are not paid within 30 days after the receipt of a statement of charges as provided for in § 96.04 of this chapter, such charges shall become a lien upon the land or premises where the public nuisance existed and shall be collected ~~as unpaid taxes, as provided in G.S. § 160A-192 in accordance with and to the fullest extent authorized by G.S. § 160A-193.~~

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 4th day of April, 2013.

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

ATTEST:

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

(h) Acknowledgement of the receipt of the Asheboro Airport Authority oath of office form signed by J. Keith Crisco.

A copy of the oath of office form signed by J. Keith Crisco was received by the Mayor and Council Members, and the said oath form is on file in the City Clerk's office.

(i) Acknowledgement of the receipt of the minutes of the Asheboro ABC Board's meeting on February 4, 2013.

A copy of the minutes of the Asheboro ABC Board's meeting on February 4, 2013 was received by the Mayor and Council Members, and a copy of the minutes is on file in the City Clerk's office.

5. Community Development Division Items:

(a) Zoning Case RZ-13-03: Public hearing concerning text amendments to the zoning ordinance related to the designation of alternate Board of Adjustment members.

Mayor Smith opened the public hearing on the following request.

Mr. Nuttall presented an overview of the Community Development Division staff's proposed amendments to Article 900 of the Asheboro Zoning Ordinance pertaining to how alternate members of the Board of Adjustment are designated. The relinquishment of certain areas in the city's extraterritorial planning jurisdiction (ETPJ) to Randolph County has changed the city's ETPJ boundary. Due to the amendment of the city's ETPJ boundary, there are certain Board of Adjustment (BOA) members who lived within the area subject to the city's ETPJ at the time of appointment, but as of January 1, 2013, they no longer reside within the city's revised ETPJ.

The zoning ordinance designates alternate Board of Adjustment Members to attend meetings if one or more regular members are absent or unable to participate in the hearing of a case due to financial or other conflicts of interest. The proposed amendment would designate the most recent appointees residing outside of the city limits and the new ETPJ boundary as alternate Board of Adjustment Members. Currently, the zoning ordinance designates the newest member residing in the city's corporate limits and the newest ETPJ representative as the two alternate members.

The proposed amendment to the zoning ordinance is as follows:

ARTICLE 900

BOARD OF ADJUSTMENT & WATERSHED REVIEW BOARD

901: Establishment of Board of Adjustment & Watershed Review Board

901.1: The Asheboro Planning Board shall serve as the Board of Adjustment and/or the Watershed Review Board for this Ordinance. There shall be two alternate members of the Board of Adjustment. The members appointed as alter members ~~(one from the extraterritorial jurisdiction and one from inside the City limits)~~ shall be the Planning Board member from each type of representation which has the least time of service. ~~The alternate member shall be appointed as a regular member upon appointment of a new Planning Board member from his designated area.~~ shall be the most recent appointees to the Planning Board who are not city residents and reside beyond the boundary line for the city's extraterritorial planning jurisdiction as shown on the map entitled "City of Asheboro 2012 Revised Extra-Territorial Planning Jurisdiction Area" that is recorded in Plat Book 135, Pages 28-34, Randolph County Registry.

The alternate members of the Board of Adjustment shall be called upon to attend only those meetings and hearings at which one or more

members are absent or unable to participate in the hearing of a case because of financial or other interest.

901.2: Members of the Planning Board, when acting as the Board of Adjustment and/or Watershed Review Board, shall serve without compensation, but may be reimbursed for direct expenses incurred in connection with the discharge of their duties.

901.3: Members length of term and filling of vacancies shall be as provided for in the Asheboro City Code for members of the Asheboro Planning Board.

The Planning Board concurred with the following Community Development Division staff's analysis:

"The proposed text amendments are necessary to ensure that Board of Adjustment composition reflects the current configuration of the City's extraterritorial zoning jurisdiction boundary."

There being no comments and no opposition from the public, Mayor Smith closed the public hearing.

Upon motion by Mr. Swiers and seconded by Mr. Burks, Council accepted the recommendations of the Planning Board and the Community Development Division staff and unanimously approved the proposed text amendments to the Asheboro Zoning Ordinance along with adopting, as its own, the following consistency statement:

"After considering the above factors, Council believes the zoning text amendments will ensure consistency with the Land Development Plan. Council therefore believes the request is reasonable and in the public interest."

Council Members Baker, Burks, Carter, Hunter, Moffitt and Swiers voted in favor of the motion.

(b) Zoning Case RZ/CUP-13-04: Combined hearing on the request to both legislatively rezone the property located at 222 Brewer Street from R7.5 Medium Density Residential and OA6 Office-Apartment to CU-B2 Conditional Use General Commercial and to conduct a quasi-judicial proceeding concerning the requested issuance of a Conditional Use Permit authorizing a funeral parlor with a crematorium as an accessory use.

Mayor Smith opened the public hearing on the following request.

Mr. Nuttall was placed under oath and presented the Community Development Division staff's analysis of the Applicant's request that included a properly submitted site plan. This request pertains to approximately 1.11 acres of land owned by Mr. Charles Chavis Hodges, Jr. that is located at 222 Brewer Street and is more specifically identified by Randolph County Parcel Identification Numbers 7751957092, 7751956082, 7751958081, and 7751949927.

The Applicant, Mr. Hodges, is requesting that the above-described property be rezoned from the current R7.5 (Medium-Density Residential) and OA6 (Office-Apartment) zoning and placed into a CU-B2 (Conditional Use General Commercial) zoning district. A funeral parlor is currently in operation on this 4-parcel Zoning Lot.

The Applicant proposes to add a crematorium to the Zoning Lot's existing commercial use as a funeral parlor. The crematorium is designed to be located within an accessory structure (20' x 28') outside of the funeral parlor's principal structure.

A crematorium is not permitted in the existing zoning district. However, the proposed crematorium would be permitted as an accessory use in the requested CU-B2 zoning district.

For the above-stated reasons, the Applicant has requested the legislative rezoning of his 4-parcel lot into CU-B2 zoning district. He has also properly applied for a Conditional Use Permit that would authorize the conditional operation of the existing funeral parlor on the Zoning Lot with a new crematorium as an accessory use.

The Community Development Division staff and the Planning Board recommended approval of the requested rezoning based on the following analysis:

“Although the Land Development Plan map designates this property for urban/neighborhood residential use, the history of the property indicates that a funeral parlor has existed on the property since approximately 1980. Considering the transitional position of the property between heavier commercial uses to the west and residential uses to the east, staff believes that allowing a Conditional Use B2 district will allow greater flexibility and will meet the intent of the intent (sic) of the East Small Area Plan to provide for appropriate neighborhood-scale commercial development while the Conditional Use Permit process will ensure such development is compatible with surrounding land uses.”

The Applicant, Mr. Charles Chavis Hodges, Jr., was placed under oath and addressed the four standard tests for issuance of a Conditional Use Permit. As part of his testimony, Mr. Hodges expressed his agreement with the following conditions that were recommended by the Community Development Division staff for attachment to the requested Conditional Use Permit:

1. Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the applicant shall submit building evaluation drawings to city staff demonstrating compliance with commercial design standards detailed in the Asheboro Zoning Ordinance.
2. Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the owner(s) of the Zoning Lot shall properly execute, and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds, a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Use Permit in the chain of title for the Zoning Lot.

No witnesses came forward in opposition to the Applicant's request to place the property in a CU-B2 zoning district and for the issuance of a Conditional Use Permit. There being no comments and no opposition from the public, Mayor Smith closed the public hearing.

With regard to the request to place the property in a different zoning district, the Council considered and took action with one motion to approve: (i) the requested rezoning and (ii) adopted a statement as to the consistency of the requested zoning designation with the adopted comprehensive plans as well as the reasonableness of the request and whether granting the request is in the public interest. This motion, which was made by Mr. Moffitt and seconded by Ms. Carter, was approved without dissent by Council Members Baker, Burks, Carter, Hunter, Moffitt, and Swiers. With the approval of this motion, the Council:

- (i) Adopted the recommendation of the Planning Board and placed the above-described property in a CU-B2 Conditional Use General Commercial zoning district; and
- (ii) Adopted the following consistency/reasonable statement:

After considering the above factors, Council believes the zoning map amendment will allow a reasonable use of the property and ensure consistency with the Land Development Plan.

With regard to the application for a Conditional Use Permit, upon motion by Mr. Baker and seconded by Mr. Burks, Council voted unanimously to approve, with the staff recommended conditions, the requested Conditional Use Permit authorizing the Applicant to operate a crematorium as an accessory use to the funeral parlor already located on the above-described property. Council Members Baker, Burks, Carter, Hunter, Moffitt, and Swiers voted in favor of this motion. The issuance of this permit is based on the four standard tests being met.

The formal findings of fact, conclusions of law, and order authorizing the Conditional Use Permit will be entered by the Council during regular session on May 9, 2013. This order will reflect the conditions imposed upon this permit as a consequence of the testimony presented during the public hearing.

- (c) **Zoning Case RZ-13-06: Public hearing on the request to legislatively rezone property located at 263 and 301 Lewallen Road (formerly addressed as part of 405 Leawllen Road) from I2 (General Industrial) and R10 (Medium-Density Residential) to B2 (General Commercial).**

Mayor Smith opened the public hearing on the following request.

The requested rezoning pertains to approximately 7.77 acres of land owned by Klaussner Furniture Industries and located at 263 and 301 Lewallen Road. Randolph County Parcel Identification Numbers 7750277424 and 7750188046 (a portion of the parcel) more specifically identify the property.

Mr. Nuttall presented the Community Development Division staff's analysis of the request by Mr. L. McKay Whatley, Esq., Agent for Uwharrie Charter School to rezone the above-described property from R-10 (Medium-Density Residential) and I2 (General Industrial) to B2 (General Commercial).

The staff report noted the following:

1. Lewallen Road is a state-maintained road that serves as a connector between N.C. Highway 49 South and Old Farmer Road.
2. The properties have multiple zoning designations. Both are inside and outside the city limits, and both have multiple designations by the Land Development Plan maps.
3. The portion of the property outside of the city limits has city water and a private septic system. The portion of the property inside of the city limits is currently connected to water and sewer through the Klaussner Furniture Industries property.
4. The property west of Lewallen Road and U.S. 220/I-73/I-74 is undeveloped property.
5. The area surrounding the property is primarily industrial, commercial, and institutional in nature.
6. The request is for a legislative rezoning to the B2 (General Commercial) district. No specific uses or development plans are considered with this application.

The Planning Board concurred with the following Community Development Division staff's analysis and recommended approval of the requested rezoning:

"The requested rezoning from the R10 and I2 districts to B2 (General Commercial) fits the context of the area that includes industrial, commercial, and institutional uses and has fewer negative external effects than industrial development. Additionally, the lack of residential uses and proximity to heavy industrial uses reduces the likelihood the portion of property zoned R10 will be developed for residential use. The LDP map proposes commercial development on the portion of the property east of Lewallen Road. The Southwest Small Area Plan advocates for accommodating commercial development in locations with access to major highways (such as U.S. 220/I-73/I-74, N.C. Hwy. 49, and U.S. Hwy 64), so the intent of the small area plan is met for the entire property."

Mr. Mac Whatley, Esq., Agent and Attorney for Klaussner Furniture Industries and Uwharrie Charter School presented comments in support of the requested rezoning.

There being no further comments and no opposition from the public, Mayor Smith closed the public hearing.

Upon motion by Mr. Swiers and seconded by Ms. Carter, Council voted unanimously to adopt the recommendation/analysis of the Community Development Division staff and the Planning Board and approved the requested rezoning as well as adopting the following consistency statement. Council Members Baker, Burks, Carter, Hunter, Moffitt, and Swiers voted in favor of the motion.

In consideration of the above factors, the zoning map amendment will allow a reasonable use of the property and ensure consistency with the Land Development Plan.

(d) Zoning Case RZ-13-07: Public hearing on the question of proposed text amendments to the zoning ordinance concerning schools, specifically including Charter Schools.

Mayor Smith opened the public hearing on the following request.

Mr. Nuttall presented the Community Development Division staff's analysis of the request by Mr. L. McKay Whatley, Esq., Agent for Uwharrie Charter School to amend the Asheboro Zoning Ordinance. The articles impacted by this request are Article 200, Article 300A, Article 400, Article 600, and Article 1100. The specific analysis of the city staff is as follows:

1. The zoning ordinance classification of schools include separate uses for both elementary and high schools. Both public and private schools are included within these two categories. Schools are permitted by right in certain commercial districts (B2, B3) and require a Special Use Permit when located in residential districts and other commercial (OA6 and O&I) districts.
2. The applicant proposes including "charter schools" in the same category as other schools (elementary and high schools).
3. The applicant proposes exempting schools (including public, private, and charter schools) from the building setback and minimum acreage requirements mandated of schools when they are proposed to occupy an existing structure.
4. Staff has reviewed the applicant's proposal and is presenting an alternative proposal. One of the main differences between the applicant's proposal and staff's alternative is that staff's proposal would retain the minimum acreage requirements for schools located in zoning districts (residential and OA6/O&I) requiring a Special Use Permit.

During the hearing of this matter, city staff indicated that the following additional issues should be addressed:

- a. Clarification that schools in B2 and B3 zoning districts may also have modular unit(s) on a temporary basis.
- b. Clarification that the 18 month allowance for modular units on a temporary basis is calculated by using the date of issuance of the certificate of occupancy as the beginning point for the 18-month time period.

The actual proposed text amendments from city staff are as follows:

Table 200-2
Table of Permitted Uses by District

Use	Buffer Group	Districts													See Note		
		R40	R15	R10	R7.5	RA6	OA6	O&I	B1	M	B2	TH	B3	I1		I2	I3
Schools Public, Private, Charter Elementary and Middle	2	S	S	S	S	S	S	S		P		P					32
Schools Public, Private, Charter High	2	S	S	S	S	S	S		P		P						32

Table 400-1

Use	# of Spaces
Schools Public, Private, Charter Elementary, Middle	1.0 per employee plus 1.0 per facility vehicle, plus 1.0 per 15 children (7/97)
Schools Public, Private, Charter High	1.6 per classroom, 0.33 per student, plus 1.0 per staff member

Note 32:

Schools that meet the compulsory educational requirements of the State of North Carolina. Temporary modular classrooms may be located at an existing public, private, or charter school located in the B2 and B3 districts for a period of 18 months from the date of the temporary classroom's certificate of occupancy issuance. Temporary modular classrooms shall not be subject to any Design regulations. Modular classrooms placed on property for

~~longer than 18 months shall be subject to Design regulations. Schools located within commercial districts shall meet lot area, setback, height, and buffering and screening requirements as established for the Special Use Permit for Schools, Public, Private Elementary and High School.~~

634 Schools, Public, Private, Charter Elementary, Middle & High Schools

A public, ~~or private or charter~~ elementary, middle or high school shall be ~~permitted in any district except the 11, 12, and 13 districts,~~ subject to the following standards, provided that it is a school in compliance with the N. C. Compulsory Attendance Law. Customary accessory uses to schools shall also be permitted.

634.1 The site for any ~~private or public, private, or charter~~ school serving grades K to 5 ~~school~~ shall have an area of at least 3 acres, plus 1/2 acre for each 100 pupils, or major portion thereof, in excess of 300 pupils. Such site shall have frontage on a suitable improved public street.

634.2 The site for any public, ~~or private, or charter~~ school serving grades 6 to 12 ~~school~~ shall have an area of at least 5 acres, plus 1 acre for each 100 pupils, or major portion thereof, in excess of 250 pupils. Such site shall have frontage on a suitable improved public street.

634.3 All buildings shall be located at least 50 feet from street lines unless lesser setbacks are stipulated by Article 200A and at least 20 feet from all other property lines. Grandstands, gymnasiums, central heating plants, and similar buildings shall be set back at least 100 feet from all property lines. The distance between buildings shall be at least the height of the taller building. Total coverage of the site by all buildings shall be limited to 30%. These requirements only apply to new construction and do not apply to a change of use. In the case of an expansion or addition, the underlying zoning district setback requirements, including the provisions of Article 200A, shall apply.

634.4 A school site shall contain suitable designed and improved outdoor playground or playfield areas.

634.5 Such playgrounds or playfields shall be located not closer than 50 feet to any property line.

634.6 Buffering and screening shall be installed and maintained as set forth in Article 304A.

634.7 Off-street parking and loading shall be provided in accordance with Article 400.

634.8 The parking areas and walkways shall be illuminated for public safety at night. However, such lighting shall be designed so as not to disturb adjacent properties.

634.9 Temporary modular classrooms may be located at an existing public, private, or charter school for a period of 18 months without amendment to an existing SUP. Temporary modular classrooms shall not be subject to any Design regulations. The Zoning Administrator may issue a Zoning Permit with the following restrictions:

A. There shall be an eighteen month time limit from the ~~time of the first unit placement~~ issuance of a certificate of occupancy for the modular unit.

B. Units shall be "skirted" with opaque vinyl or metal material specifically designed for skirting manufactured structures. The towing tongue shall be removed.

C. Units shall be located to the rear of existing structures.

D. Each unit shall be landscaped. The number of plants required shall be determined by dividing the perimeter measurements of the unit by 15. The plantings shall be located in the manner of foundation plantings and shall have an average height of five feet. The plantings shall be oriented to provide visual softening from adjacent streets and properties. Such plantings may utilize planters if the temporary modular classroom is located on a paved or concrete surface.

E. Schools that will need the temporary classrooms beyond 18 months of the issuance of a certificate of occupancy shall submit an application for a Special Use Permit amendment within the 18 month time period.

[Definition Proposed for Article 1100]
School

A facility which is in compliance with the North Carolina Compulsory School Attendance Law and provides a curriculum of elementary and secondary academic instruction, including kindergartens, elementary schools, ~~junior high~~ middle schools, and high schools. A school may be a private, public, or a charter school.

The Planning Board concurred with the following Community Development Division staff's analysis:

"Staff believes the applicant's proposal is supported by the Land Development Plan and the current literature (i.e. Safe Routes to Schools program administered by the Federal Highway Administration), which emphasizes the importance of allowing schools on a smaller, neighborhood scale that promotes adaptive reuse of structures and

encourages schools to locate on appropriately located infill sites that are more likely to be accessible by multiple modes of transportation.

The language proposed by staff supports the applicant's proposal providing for adaptive reuse of existing facilities while also clarifying existing ordinance language concerning schools that staff believes will improve the administration of the zoning ordinance."

Mr. L. MacKay Whatley, Esq., Attorney and Agent for Klaussner Furniture and Uwharrie Charter, presented comments in support of the request.

There being no further comments and no opposition from the public, Mayor Smith closed the public hearing.

Upon motion by Mr. Burks and seconded by Mr. Baker, Council voted unanimously to adopt the recommendation/analysis of the Community Development Division staff and the Planning Board and approved the above-stated staff proposed text amendments to the Asheboro Zoning Ordinance along with adopting, as its own, the following consistency statement:

Council believes that the proposed text amendments are supported by the Land Development (Plan) and other sources of professional guidance and therefore they are reasonable and within the public interest in supporting a reasonable use of the property.

Council Members Baker, Burks, Carter, Hunter, Moffitt, and Swiers voted in favor of the motion.

(e) Public hearing on the question of amending Title XV (Land Usage) and Chapter 95 (Fire Prevention) of the Code of Asheboro for the purpose of updating the code and addressing extraterritorial planning jurisdiction transition issues.

Mayor Smith opened the public hearing on the question of amending Title XV and Chapter 95 of the Code of Asheboro.

Mr. Nuttall presented and recommended adoption, by reference, of an ordinance updating Article XV (Land Usage) and Chapter 95 (Fire Prevention) of the Code of Asheboro.

There being no comments and no opposition from the public, Mayor Smith closed the public hearing.

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

08 ORD 4-13

AN ORDINANCE TO UPDATE ARTICLE XV (LAND USAGE) AND CHAPTER 95 (FIRE PREVENTION) OF THE CODE OF ASHEBORO

WHEREAS, consistent with the authority granted to the city by virtue of Chapter 160A (Cities and Towns), Article 19 (Planning and Regulation of Development) of the North Carolina General Statutes, the Asheboro City Council, after giving proper notice and conducting a public hearing over the course of two (2) regular meetings, adopted Ordinance Number 36 ORD 12-12 during a regular meeting of the governing board that was held on December 6, 2012; and

WHEREAS, pursuant to the adoption of Ordinance Number 36 ORD 12-12, which was entitled "AN ORDINANCE DEFINING THE BOUNDARY OF THE EXTRATERRITORIAL PLANNING JURISDICTION OF THE CITY OF ASHEBORO," the extraterritorial planning jurisdiction boundary line shown on a map entitled "City of Asheboro 2012 Revised Extra-Territorial Planning Jurisdiction Area," which consisted of seven (7) sheets collectively prepared under Job No. 12030 by Thomas Scaramastra, Professional Land Surveyor with License No. L-4221, was approved and adopted, effective January 1, 2013, as the official boundary line for the extraterritorial planning jurisdiction of the City of Asheboro; and

WHEREAS, the said map entitled "City of Asheboro 2012 Revised Extra-Territorial Planning Jurisdiction Area" has been recorded in the Office of the Randolph County Register of Deeds in Plat Book 135, Pages 28-34; and

WHEREAS, Sections 1, 2, 3, and 4 of Ordinance Number 36 ORD 12-12 provided as follows:

Section 1. Effective January 1, 2013, the boundary line shown on the map attached hereto as EXHIBIT 1 for the extraterritorial planning jurisdiction of the City of Asheboro is hereby approved and adopted as the official boundary line for the extraterritorial planning jurisdiction of the City of Asheboro.

Section 2. The City Manager is hereby instructed to cause the recordation in the Office of the Randolph County Register of Deeds of the map attached hereto as EXHIBIT 1.

Section 3. Section 10.21 of the Code of Asheboro is hereby rewritten to provide as follows:

~~(A) This section shall be known and cited as the "City of Asheboro Extraterritorial Jurisdiction Ordinance" and the map referred to in division (C) of this section shall be identified by the title "Boundaries of Extraterritorial Jurisdiction, City of Asheboro."~~

~~(B) This section shall be for the purpose of defining the boundaries of the area within which extraterritorial zoning and subdivision regulations powers shall be exercised by the city.~~

~~(C) Pursuant to G.S. Art. 19, Ch. 160A, the boundaries of the area within which extraterritorial zoning and subdivision regulations powers shall be exercised by the city, are as shown on the map entitled "Boundaries of Extraterritorial Jurisdiction, City of Asheboro", which map bears the date of June 8, 1972, and is on file in the office of the City Clerk and recorded in the office of the County Register of Deeds.~~

All of the powers for the planning and regulation of development authorized by Chapter 160A, Article 19 of the North Carolina General Statutes for municipalities shall be exercised by the City of Asheboro within the extraterritorial planning jurisdiction area shown on the map (a total of seven (7) sheets) dated September 12, 2012, prepared under City of Asheboro Engineering Department Job No. 12030, and entitled "City of Asheboro 2012 Revised Extra-Territorial Planning Jurisdiction Area."

Section 4. In terms of the allocation of resources, the City of Asheboro shall devote all of its available resources to fully implementing within the redrawn extraterritorial planning jurisdiction area, which is defined by the map identified in Section 1 of this Ordinance, the entirety of the regulatory powers found within Chapter 160A, . . . (Article) 19 of the North Carolina General Statutes; and

WHEREAS, Article XIII, Section 13.2 of the Charter of the City of Asheboro provides, in pertinent part, as follows:

Sec. 13.2 Regulatory codes. - The city council is hereby authorized to make effective and to enforce within the territory lying outside the corporate limits and within the zoning jurisdiction thereof all ordinances and codes of the city regulating the construction and repair of buildings, including building codes, plumbing codes, electrical codes, heating and air conditioning codes, fire prevention codes, minimum housing codes adopted pursuant to article 19 of chapter 160A of the General Statutes [of North Carolina], and ordinances adopted relating to unsafe buildings. In addition, the city council is hereby authorized to enforce in such area the North Carolina State Building Code, the North Carolina State Plumbing Code, and the North Carolina Uniform Residential Building Code, all as published by the North Carolina Building Code Council. Such enforcement powers shall include the power to require that prior to the beginning of any construction, reconstruction, or alteration of any building or structure or any part or system thereof within such area, the appropriate permit or permits be obtained from the city, and the power to make a reasonable charge therefore; provided, that the city council may by ordinance require that the contractor or other person charged with such construction, reconstruction, or alteration secure such permit or permits, rather than requiring the owner of the property to do so; and

WHEREAS, after advertising a public hearing in accordance with Section 160A-364 of the North Carolina General Statutes and holding the said public hearing on April 4, 2013, the Asheboro City Council concurred with the city staff's recommendations to clarify and update the following Chapters of the Code of Asheboro in order to more effectively conduct regulatory operations within the city's recently redefined extraterritorial planning jurisdiction;

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

Section 1. Section 95.01 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 95.01 ADOPTION OF THE NORTH CAROLINA FIRE PREVENTION CODE.

(A) *Generally.* This chapter of the Code of Asheboro shall be referred to as the City of Asheboro Fire Prevention Ordinance. For the purpose of prescribing regulations governing conditions that are hazardous to life and property because of fire and explosion, the North Carolina Fire Code, current edition, adopted by the North Carolina Building Code Council is hereby adopted and made applicable within the territorial jurisdiction, specifically including without limitation the extraterritorial planning jurisdiction, of the city as the City of Asheboro Fire Prevention Ordinance. A copy of the North Carolina Fire Code is on file in the office of the Chief Fire Inspector for the city.

(B) *Appendices.* The following appendices to the North Carolina Fire Code, current edition, are hereby adopted and made applicable within the territorial jurisdiction, specifically including without limitation the extraterritorial planning jurisdiction, of the city as part of the City of Asheboro Fire Prevention Ordinance:

- (1) Appendix B - Fire-Flow Requirements for Buildings.
- (2) Appendix C - Fire Hydrant Locations and Distribution.
- (3) Appendix F - Hazard Ranking.
- (4) Appendix H - Test Requirements for Flame-Retardant Chemicals Used on Christmas Trees.

(C) *Permits.* In addition to any and all permits mandated by the North Carolina Fire Code, the following operational permits, which are listed as optional within the North Carolina Fire Code, are hereby mandated within the territorial jurisdiction, specifically including without limitation the extraterritorial planning jurisdiction, of the city as part of the City of Asheboro Fire Prevention Ordinance:

- (1) Open Burning.
- (2) Open Flames and Torches.
- (3) Places of Assembly.

(D) *Amendments.* When adopted and published by the North Carolina Building Code Council, amendments to the provisions of the North Carolina Fire Code that are adopted as part of the City of Asheboro Fire Prevention Ordinance shall be applicable within the territorial jurisdiction, specifically including without limitation the extraterritorial planning jurisdiction, of the city on the effective date prescribed for the amendment(s) by the North Carolina Building Code Council.

Section 2. Section 150.03 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 150.03 BUILDING INSPECTOR; DEPUTIES AND ASSISTANTS.

(A) Except as may be provided otherwise by state law or this Code, the Building Inspector shall administer and enforce within the territorial jurisdiction, specifically including without limitation the extraterritorial planning jurisdiction, of the city all provisions of this chapter and of the North Carolina State Building Code, and he shall perform the duties and keep the records prescribed in G.S. §§ 160A-411 through 160A-416 for local building and electrical inspectors.

(B) The City Council may, by resolution or otherwise, provide for the appointment or designation of such deputy and assistant building inspectors as may be considered desirable.

(C) Notwithstanding any other provision found within this Chapter, when undertaking inspections and enforcement actions in connection with unsafe structures, the city's Chief Building Inspector and any deputy or assistant building inspector(s) are authorized to utilize the full scope of authority found within the most recent enactments of Sections 160A-426 through and including 160A-432 of the North Carolina General Statutes. This subsection is designed to provide city building inspectors with the greatest scope of regulatory authority available under North Carolina law to address unsafe structures and is not to be interpreted or construed as a limitation on any other regulatory authority otherwise delegated to a building inspector.

Section 3. Section 150.10 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 150.10 BUILDING AND RELATED CODES; APPLICABILITY.

Except as provided in §§ 150.12 and 150.13, the The provisions of the North Carolina State Building Code shall be in full force and effect within the territorial

jurisdiction, specifically including without limitation the extraterritorial planning jurisdiction, of the city, and it shall be unlawful for any person to violate or fail to comply with any provision thereof.

Section 4. The current provisions of Section 150.12 of the Code of Asheboro are hereby repealed, and the section is rewritten as follows:

§ 150.12 ~~RESIDENTIAL BUILDING CODE ADOPTED. RESERVED.~~

~~The most current edition of the North Carolina Uniform Residential Building Code, as amended, prepared by the North Carolina Building Inspectors' Association, a copy of which is on file in the office of the City Clerk and is hereby incorporated herein by reference, shall be the requirements of the city for the construction, alteration, repair or removal of single- and two-family dwellings.~~

Section 5. The current provisions of Section 150.13 of the Code of Asheboro are hereby repealed, and the section is rewritten as follows:

§ 150.13 ~~GAS CODE ADOPTED. RESERVED.~~

~~The code requirements as set forth in the most current edition of the Southern Standard Gas Code, prepared by the Southern Building Code Congress, a copy of which is on file in the office of the City Clerk and is hereby incorporated herein by reference, shall be the requirements of the city governing the installation of consumer's gas piping and gas appliances for fuel gases. All persons whomsoever shall observe, obey and comply with every one and all of the provisions of the aforesaid Southern Standard Gas Code.~~

Section 6. Section 150.25 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 150.25 PERMITS.

(A) Permits.

(1) No person shall commence or proceed with:

- (a) The construction, reconstruction, alteration, repair, movement to another site, removal or demolition of any building or structure,
- (b) The installation, extension or general repair of any plumbing system,
- (c) The installation, extension, alteration or general repair of any heating or cooling equipment system, or
- (d) The installation, extension, alteration or general repair of any electrical wiring, devices, appliances or equipment, without first securing from the Building Inspector any and all permits required by the State Building Code and any other state laws or ordinances of this city applicable to the work. A permit shall be in writing and shall contain a provision that the work done shall comply with the State Building Code and all other applicable state laws or ordinances of this city. No permits shall be issued unless the plans and specifications are identified by the name and address of the author thereof, and if the General Statutes of North Carolina require that plans for certain types of work be prepared only by a registered architect or registered engineer, no permit shall be issued unless the plans and specifications bear the North Carolina seal of a registered architect or of a registered engineer. When any provision of the General Statutes of North Carolina or of any ordinance of this city requires that work be done by a licensed specialty contractor of any kind, no permit for the work shall be issued unless the work is to be performed by such a duly licensed contractor. No permit issued under G.S. Chapter 143 Articles 9 or 9C shall be required for any construction, installation, repair, replacement, or alteration costing \$5,000 or less in any single-family residence or farm building unless the work involves: the addition, repair or replacement of load bearing structures; the addition (excluding replacement of same size and capacity) or change in the design of plumbing; the addition, replacement or change in the design of heating, air conditioning or electrical wiring, devices, appliances or equipment; the use of materials not permitted by the North Carolina Uniform Residential Building Code; or the addition (excluding replacement of like grade of fire resistance) of roofing. Violation of this section shall constitute a misdemeanor.

(2) No permit shall be issued pursuant to division (A) for any land-disturbing activity, as defined in G.S. § 113A-52(6), for any activity covered by G.S. § 113A-57, unless an erosion control plan has been approved by the Sedimentation Pollution Control Commission pursuant to G.S. § 113A-54(d)(4) or by this city pursuant to G.S. § 113A-61 for the site of the activity or a tract of land including the site of the activity.

(B) No permit shall be issued pursuant to division (A)(1) above for any land-disturbing activity that is subject to, but does not comply with, the requirements of G.S. § 113A-71.

(C) No permit shall be issued pursuant to division (A)(1)(a) above where the cost of the work is \$30,000 or more, other than for improvements to an existing single-family residential dwelling unit as defined in G.S. § 87-15.5(7) that the applicant uses as a residence, unless the name, physical and mailing address, telephone number, facsimile number, and electronic mail address of the lien agent designated by the owner pursuant to G.S. § 44A-11.1(a) is conspicuously set forth in the permit or in an attachment thereto. The building permit may contain the lien agent's electronic mail address. The lien agent information for each permit issued pursuant to this division shall be maintained by the Building Inspector in the same manner and in the same location in which it maintains its record of building permits issued.

~~(C)~~ (D) Permit fees.

(1) Except as may be provided otherwise by state law in any case, the applicant for any permit required by this chapter shall pay to the Building Inspector, prior to the issuance of the permit, such fee therefore as provided in division (2) of this section.

(2) The City Council may, by resolution from time to time, prepare schedules of fees for permits issued pursuant to this chapter and for which a fee is not provided or prohibited by state law. Copies of such schedules shall be posted for public information in the office of the Building Inspector.

(3) A fee of \$25 for each inspection visit after the required inspections plus one inspection. A charge of \$25 is also for failure to call for a final inspection before occupancy of any building under a permit.

Section 7. Section 150.29 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 150.29 INSPECTIONS OF WORK IN PROGRESS.

As the work pursuant to a permit progresses, the Building Inspector shall make as many inspections thereof as may be necessary to satisfy him that the work is being done according to the provisions of any applicable state laws or ordinances of this city and of the terms of the permit. In exercising this power, the Building Inspector shall have a right to enter on any premises within his jurisdiction at all reasonable hours for the purposes of inspection or other enforcement action, upon presentation of proper credentials. If a permit has been obtained by an owner exempt from licensure under G.S. § 87-1(b)(2), no inspection shall be conducted without the owner being personally present, unless the plans for the building were drawn and sealed by an architect licensed pursuant to G.S. Ch. 83A.

Section 8. Section 150.33 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 150.33 PERIODIC INSPECTIONS.

~~The Building Inspector shall make periodic inspections, subject to the City Council's directions, for unsafe, unsanitary, or otherwise hazardous and unlawful conditions in structures within its territorial jurisdiction. In addition, he shall make inspections when he has reason to believe that such conditions may exist in a particular structure. In exercising this power, the Building Inspector shall have a right to enter on any premises within his jurisdiction at all reasonable hours for the purposes of inspection or other enforcement action, upon presentation of proper credentials.~~

(A) The Building Inspector may make periodic inspections, subject to the City Council's directions, for unsafe, unsanitary, or otherwise hazardous and unlawful conditions in buildings or structures within the territorial jurisdiction, specifically including without limitation the extraterritorial planning jurisdiction, of the city. Except as provided in division (B) of this section, the Building Inspector may make periodic inspections only when there is reasonable cause to believe that unsafe, unsanitary, or otherwise hazardous or unlawful conditions may exist in a residential building or structure. For purposes of this section, the term **REASONABLE CAUSE** means any of the following:

- (1) The landlord or owner has a history of more than two verified violations of the housing ordinances or codes within a 12-month period;
- (2) There has been a complaint that substandard conditions exist within the building or there has been a request that the building be inspected;
- (3) The Building Inspector has actual knowledge of an unsafe condition within the building; or
- (4) Violations of the local ordinances or codes are visible from the outside of the property.

(B) In conducting inspections authorized under this section, the Building Inspector shall not discriminate between single-family and multifamily buildings. In exercising this power, the Building Inspector shall have a right to enter on any premises within his or her jurisdiction at all reasonable hours for the purpose of inspection or other enforcement action, upon presentation of proper credentials.

(C) Nothing in this section shall be construed to prohibit periodic inspections in accordance with the State Fire Prevention Code or as otherwise required by state law.

Section 9. The sections of Chapter 150 of the Code of Asheboro pertaining to “dangerous buildings” are hereby repealed. The repealed sections are as follows:

DANGEROUS BUILDINGS

§ 150.60 AUTHORITY TO ORDER REPAIR OR DEMOLITION OF STRUCTURES.

Whenever, the existence of any building or structure, or part thereof, uninhabited or abandoned for use and which, due to its condition, is found and determined by the Building Inspector, or, upon appeal from a report of the Building Inspector as hereinafter provided in this subchapter, by the City Council, to be dangerous to life, health or other property, or is in such condition or is located in such proximity to other buildings as to constitute a fire or safety hazard or public nuisance, the owner of such building shall be required to demolish and remove it and remedy such conditions under the regulations and procedures herein provided; and in the event such owner fails or refuses so to do within the time directed by the Building Inspector or by the City Council provided in this subchapter, the City Council may, in its judgment, cause such building or structure to be demolished and removed or such other steps taken as it may find to be necessary to suppress and abate the nuisance and remove the fire or safety hazard and the danger to life, health or other property found to exist, and specially assess the cost and expense of doing such work against the lot or parcel of land on which the building is located.

§ 150.61 NOTICE TO OWNER; PUBLIC HEARING.

Before any building or other structure may be ordered to be demolished and removed as provided in § 150.60, the Building Inspector shall notify the owner thereof, in writing, by certified or registered mail to the last known address of such owner, or by personal service of such notice by the Building Inspector or his assistant or by posting notice as hereinafter provided, that such building is in such condition as appears to constitute a fire or safety hazard or dangerous to life, health, or other property, or to be a public nuisance, and that a hearing will be held before the Building Inspector at a designated place in the municipal building at a time not less than ten days after the date of such written notice, at which time and place the owner shall be entitled to be heard in person or by counsel upon all legal or factual questions relating to the matter and shall be entitled to offer such evidence as he may desire which is relevant or material to the questions sought to be determined or the remedies sought to be affected. If the name or whereabouts of the owners cannot, after due diligence, be discovered, the notice herein referred to shall be considered properly and adequately served if a copy thereof is posted on the outside of one building in question at least ten days prior to the date fixed for the hearing and is published one time in a newspaper published in the city at least one week prior to the date fixed for such hearing. Such notice shall state the address or location of the building and the time, place and purpose of the hearing.

§ 150.62 ORDER OF BUILDING INSPECTOR TO OWNER.

If, upon the hearing as provided for in § 150.61, the Building Inspector shall find that the building or structure in question is in such a dilapidated or substandard state of disrepair as to constitute a fire or safety hazard or to be dangerous to life, health, or other property, or is a public nuisance, he shall make an order in writing, directed to the owner of such building, requiring the owner to remedy such conditions so found to exist by demolishing and removing such building or taking such other steps as may

be necessary to abate the nuisance and remove the hazards within such period, not less than 60 days, as the Building Inspector may prescribe.

~~§ 150.63 APPEAL FROM ORDER OF BUILDING INSPECTOR.~~

~~The owner of any building ordered by the Building Inspector to be demolished and removed, or who is directed by the Building Inspector to take any other steps to abate a nuisance or remove hazards found by the Building Inspector to exist, shall have the right of appeal from such order to the City Council; provided that such owner gives notice of appeal to the Building Inspector at the time of the hearing at which the order is made, or within ten days after such order is made files with the Building Inspector a written notice of such appeal. Notice of appeal shall state the grounds therefore. Unless an appeal is taken within the time and in the manner herein prescribed, the action of the Building Inspector shall be deemed final, subject only to such action as the City Council may take as provided in this subchapter. Where an appeal has been properly taken and notice thereof given in accordance with the provisions of this section, it shall be the duty of the Building Inspector to report the appeal to the City Manager, who shall cause the matter to be placed on the agenda for action by the City Council at its next ensuing regular meeting. The City Council shall have the right to continue the hearing of the appeal from time to time, in its discretion.~~

~~§ 150.64 PROCEDURE WHEN NO APPEAL TAKEN AND OWNER FAILS TO COMPLY WITH ORDER.~~

~~In the event the owner does not appeal from the final order or direction of the Building Inspector requiring that the building be demolished and removed or the taking of such other steps as may be required to abate the nuisance and remove the hazards, and fails or refuses to comply with such order and direction, it shall be the duty of the Building Inspector to file a written report thereof with the City Council, who shall cause such report to be placed on the agenda for action by the City Council at its next ensuing regular meeting or to some subsequent meetings to which the City Council may continue the case. The Building Inspector shall mail a copy of such report by certified or registered mail to the owner at his last known address, or have a copy thereof delivered to the owner. Such report shall specify the date of the meeting of the City Council at which the matter will be brought up for action thereon.~~

Section 10. Section 151.12 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 151.12 POWERS AND DUTIES OF BUILDING INSPECTOR.

The Building Inspector is hereby designated as the officer to enforce the provisions of this chapter and to exercise the duties and powers herein prescribed. The Building Inspector is authorized to exercise such powers as may be necessary or convenient to carry-out and effectuate the purpose and provisions of this chapter. The Building Inspector shall have the following powers and duties:

(A) To investigate the dwelling conditions, and to inspect dwellings and dwelling units located ~~in~~ within the territorial jurisdiction, specifically including without limitation the extraterritorial planning jurisdiction, of the city, in order to determine which dwellings and dwelling units are unfit for human habitation, and for the purpose of carrying out the objectives of this chapter with respect to the repair, closing or demolition of such dwellings and dwelling units;

(B) To take such action, together with other appropriate departments and agencies, public and private, as may be necessary to effect rehabilitation of holdings which is deteriorated;

(C) To keep a record of the results of inspections made under this chapter and an inventory of those dwellings that do not meet the minimum standards of fitness herein prescribed;

(D) To administer oaths and affirmations, examine witnesses and receive evidence;

(E) To enter upon premises for the purpose of making examinations and inspections; provided, such entries shall be made in accordance with § 151.13 and state law, and shall be made in such manner as to cause the least possible inconvenience to the persons in possession;

(F) To appoint and fix the duties of such officers, agents, and employees as he deems necessary to assist in carrying out the purposes of this chapter and to

WHEREAS, Resolution Number 10 RES 2-13 properly called for a public hearing to be held on the question of whether or not the proposed permanent street closure would be detrimental to the public interest or the property rights of any individual. The said resolution of intent called for the public hearing to be held during the regular April council meeting scheduled to begin at 7:00 o'clock p.m. on the 4th day of April, 2013, in the Asheboro City Hall Council Chamber located at 146 North Church Street in Asheboro; and

WHEREAS, pursuant to Section 160A-299 of the North Carolina General Statutes, the said resolution of intent was published in *The Courier-Tribune*, a newspaper published in the City of Asheboro, Randolph County, North Carolina, once a week for four (4) successive weeks prior to the above-referenced public hearing (this notice was published on the 7th, 14th, 21st, and 28th days of March, 2013; and

WHEREAS, a copy of the said resolution of intent was sent by certified mail to all of the owners, as determined by reviewing the county tax records, of property adjoining West Academy Street, the said property owners are more particularly identified as follows:

1. Academy Plaza Office Owners Association;
2. Central Concrete Company Division;
3. Asheboro Mill Lofts, LLC;
4. Christine Smith McCracken;
5. Kenyon L. Davidson, Jr. and Others;
6. Roma Group, LLC;
7. Quick Quality, Inc.
8. Steven Dale Scarborough;
9. Trudy B. Jones; and

WHEREAS, notice of the city council's intention to permanently close the described portion of West Academy Street, including the call for a public hearing on the question of the proposed street closure, was prominently posted in two (2) places along the public right-of-way for West Academy Street; and

WHEREAS, after holding the public hearing called by the adopted Resolution of Intent to permanently close the described portion of the public right-of-way for West Academy Street, it appears to the satisfaction of the City Council of the City of Asheboro that the permanent closure of the portion of the public right-of-way for West Academy Street described below is not contrary to the public interest and that no individual owning property in the vicinity of the portion of the public right-of-way for West Academy Street proposed for closure would thereby be deprived of reasonable means of ingress and egress to his or her property;

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

Section 1. The approximately two hundred fifty-three (253) square feet of the northern portion of the current public right-of-way for West Academy Street described below is hereby permanently closed. The permanently closed portion of public right-of-way for West Academy Street is located within the corporate limits of the City of Asheboro and is more particularly described by metes and bounds as follows:

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

BEGINNING at a nail that is flush with the ground and is set at the intersection of the current northern margin of the public right-of-way for West Academy Street with the eastern margin of the public right-of-way for South Church Street (North Carolina Secondary Road 1707), the said nail is located by means of the North Carolina Coordinate System at the coordinates of North 711,988.02 feet and East 1,757,428.70 feet (NAD 83); thence from the said Beginning point proceeding along the current northern margin of the public right-of-way for West Academy Street, which is encroached upon by an existing building, the following course and distance: South 86 degrees 55 minutes 13 seconds East 76.81 feet to a computed point; thence departing from the current northern margin of the public right-of-way for West Academy Street and proceeding to the proposed new northern margin of the public right-of-way for West Academy Street the following course and distance: South 02 degrees 47 minutes 30 seconds West 2.52 feet to a computed point; thence North 88 degrees 03 minutes 33 seconds West 76.94 feet along the proposed new northern margin of the public right-of-way for West Academy Street to a new nail set in the eastern margin of the public right-of-way for South Church Street; thence along the eastern margin of the public right-of-way for South Church Street the following course and distance: North 04 degrees 32 minutes 42 seconds East 4.05 feet to the point and place of the BEGINNING, and being all of that certain 253 square feet of land, more or less, encompassed by the preceding metes and bounds description.

This description is in accordance with a plat of survey entitled "Plat for City of Asheboro Proposed WEST ACADEMY STREET RELOCATION AT THE INTERSECTION OF SOUTH CHURCH STREET" that was drawn under the supervision of Thomas Scaramastra, a Professional Land Surveyor with license number L-4421. This plat of survey, which is identified by Job # 11-044 and dated June 29, 2012, is hereby incorporated into this resolution by reference as if copied fully herein.

Section 2. This ordinance shall take effect and be in force from and after the date of its adoption.

Section 3. Any person aggrieved by the permanent closure of the above-described portion of the public right-of-way for West Academy Street may appeal the adoption of this ordinance and order to the General Court of Justice of Randolph County, North Carolina within thirty (30) days after the adoption of the ordinance and order.

Section 4. In the event there is no appeal within thirty (30) days after the adoption of this ordinance and order, a certified copy of this ordinance and order shall be filed in the Office of the Register of Deeds of Randolph County, North Carolina as provided by law.

This permanent street closure ordinance was approved by the Asheboro City Council in open session during a regular meeting held on the 4th day of April, 2013.

CITY SEAL

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

ATTEST:

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

7. Consideration of a petition received from The Cross Road Rest and Retirement Center, Inc. and Cross Road Village, Inc. requesting satellite annexation of 53.792 acres at 1302 Old Cox Road (Cross Road Retirement Community).

Mayor Smith opened the public hearing on the request for satellite annexation of 53.792 acres of land located at 1302 Old Cox Road.

There being no comments and no opposition from the public, Mayor Smith closed the public hearing.

Mr. Leonard presented and recommended adoption, by reference, of an ordinance to extend the corporate limits of the City of Asheboro.

Upon motion by Mr. Burks and seconded by Mr. Hunter, Council voted unanimously to adopt the following ordinance by reference. Council Members Baker, Burks, Carter, Hunter, Moffitt, and Swiers voted in favor of the motion.

**Ordinance Number 10 ORD 4-13
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
CITY OF ASHEBORO, NORTH CAROLINA
(Cross Road Retirement Community – 53.792 Acres of Land)**

WHEREAS, pursuant to Section 160A-58.1 of the North Carolina General Statutes, a petition requesting the annexation of approximately 53.792 acres of land owned by The Cross Road Rest and Retirement Center, Inc. (aka The Cross Road Retirement Center, Inc.) and Cross Road Village, Inc. into Asheboro's satellite corporate limits was received by the Asheboro City Council on March 7, 2013; and

WHEREAS, on its face, the said annexation petition appeared to be duly executed by all of the owners of the land located within the proposed annexation area; and

WHEREAS, the area proposed for annexation is described by metes and bounds in Section 1 of this Ordinance; and

WHEREAS, in response to the receipt of this annexation petition, the City Council directed the City Clerk to investigate the sufficiency of the said petition, and the City Clerk certified the sufficiency of the petition to the City Council on March 7, 2013; and

WHEREAS, after due notice by publication was given on March 21, 2013, in *The Courier-Tribune*, a newspaper having general circulation in the City of Asheboro, Randolph County, North Carolina, a

public hearing on the question of this annexation was in fact held during a regular meeting of the Asheboro City Council that began at 7:00 p.m. on April 4, 2013, in the Council Chamber of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina; and

WHEREAS, the City Council finds that the area described within the petition meets the standards of Section 160A-58.1(b) of the North Carolina General Statutes, to wit:

- a. The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the primary corporate limits of the City of Asheboro; and
- b. No point on the proposed satellite corporate limits line is closer to the primary corporate limits of another municipality than to the primary corporate limits of the City of Asheboro; and
- c. The area for which annexation is requested is situated so that the City of Asheboro will be able to provide the same services within the proposed satellite corporate limits that are provided within the primary corporate limits; and
- d. Neither the entirety of the area for which annexation is requested nor any portion thereof is shown on a subdivision plat reviewed and approved in accordance with Chapter 160A, Article 19, Part 2 of the North Carolina General Statutes, which addresses subdivision regulations, while the entirety of the area acquired and developed as the Cross Road retirement community is included within this request. Consequently, no subdivision is fragmented by the requested annexation; and
- e. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, does not exceed twenty percent (20%) of the area within the primary corporate limits of the City of Asheboro; and

WHEREAS, the City Council further finds that the petition has been signed by all of the owners of real property in the area who are required by law to sign; and

WHEREAS, the City Council further finds that the petition is otherwise valid and that the public health, safety, and welfare of the City of Asheboro and the area proposed for annexation will be best served by annexing the area described in Section 1 of this ordinance into the satellite corporate limits of the City of Asheboro;

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

Section 1. By virtue of the authority granted in Section 160A-58.2 of the North Carolina General Statutes, the following described non-contiguous territory is annexed, attached to, and hereby becomes a part of the City of Asheboro, and is described by metes and bounds as follows:

Grant Township, Randolph County, North Carolina:

BEGINNING at the intersection of Zoo Parkway (North Carolina Highway 159) and Old Cox Road (North Carolina Secondary Road 2834) at a concrete right-of-way marker in the northern margin of the public right-of-way for Old Cox Road, this beginning point is located by means of the North Carolina Coordinate System at the coordinates of North 697,213.934 feet and East 1,764,583.371 feet (NAD 83); thence from the said beginning point proceeding along the proposed satellite corporate limits line for the City of Asheboro by following the northern margin of the public right-of-way for Old Cox Road South 56 degrees 33 minutes 58 seconds East 33.54 feet to a ½-inch rebar set flush with the ground; thence continuing along the section of the northern margin of the public right-of-way for Old Cox Road that is part of the existing satellite corporate limits line for the City of Asheboro shown on a plat of survey recorded in Plat Book 49, Page 15, Randolph County Public Registry the following courses and distances: South 56 degrees 33 minutes 58 seconds East 159.65 feet to a 1-inch existing iron pipe that is flush with the ground; thence South 60 degrees 24 minutes 52 seconds East 364.43 feet to a 1-inch angle iron that is flush with the ground; thence continuing along the northern margin of the public right-of-way for Old Cox Road, but departing from the existing satellite corporate limits line, the following courses and distances: South 61 degrees 06 minutes 18 seconds East 700.78 feet to a ½-inch new rebar flush with the ground; thence South 62 degrees 31 minutes 52 seconds East 124.85 feet to ¾ -inch rebar that is flush with the ground; thence South 62 degrees 46 minutes 21 seconds East 237.25 feet to ¾ -inch rebar that is flush with the ground; thence South 63 degrees 27 minutes 39 seconds East 107.85 feet to ¾ -inch rebar that is 4" above the ground; thence South 40 degrees 52 minutes 01 second East 26.53 feet to a computed point; thence continuing to proceed in a southeasterly direction along the northern margin of the public right-of-way for Old Cox Road by following the arc of a curve with a radius of 1,375.00 feet and an arc length of 329.14 feet (a chord bearing and distance of South 49 degrees

05 minutes 57 seconds East 328.36 feet) to a computed point; thence South 42 degrees 14 minutes 29 seconds East 255.93 feet to a ½-inch rebar set flush with the ground; thence South 02 degrees 54 minutes 27 seconds West 76.83 feet across Old Cox Road to a ½-inch rebar that is 6" above the ground in the deed line for The Cross Road Retirement Center, Inc. property described in Deed Book 2152, Page 168, Randolph County Public Registry; thence following the proposed satellite corporate limits line along the eastern boundary line of The Cross Road Retirement Center, Inc. property the following courses and distances: South 02 degrees 54 minutes 27 seconds West 653.58 feet to a 1-inch existing iron pipe that is 8" above the ground; thence South 88 degrees 17 minutes 28 seconds East 89.42 feet to a ½-inch rebar that is 6" above the ground; thence South 88 degrees 18 minutes 25 seconds East 109.53 feet to a 1¼-inch existing iron pipe that is 6" above the ground; thence South 02 degrees 55 minutes 51 seconds West 497.39 feet to a 1½-inch existing iron pipe that is 10" above the ground and located at the southeast corner of The Cross Road Retirement Center, Inc. property; thence along the common boundary line between The Cross Retirement Center, Inc. property and the David F. Hall property described in the Office of the Randolph County Clerk of Superior Court in Estate File 01E/882 the following courses and distances: North 88 degrees 10 minutes 35 seconds West 198.68 feet to a ½-inch existing iron rod that is flush with the ground; thence North 87 degrees 35 minutes 08 seconds West 99.99 feet to a 1½-inch flat iron that is flush with the ground; thence North 03 degrees 13 minutes 00 seconds East 302.61 feet to a ¾-inch existing iron rod that is flush with the ground; thence North 87 degrees 34 minutes 50 seconds West 301.97 feet to a 1-inch existing iron pipe that is flush with the ground; thence North 03 degrees 01 minute 18 seconds East 100.51 feet to a 1-inch existing iron pipe that is 4" above the ground; thence continuing along the proposed satellite corporate limits line by following the common boundary line between the previously referenced property of The Cross Road Retirement Center, Inc. and the Elton T. and Cynthia C. Caviness property described in Deed Book 1803, Page 1521, Randolph County Public Registry the following courses and distances: North 03 degrees 02 minutes 20 seconds East 300.07 feet to a 1-inch existing iron pipe that is 6" above the ground; thence North 87 degrees 34 minutes 28 seconds West 125.08 feet to a 1-inch existing iron pipe that is 18" above the ground; thence North 87 degrees 27 minutes 53 seconds West 130.33 feet to a ¾-inch existing iron pipe that is 6" above the ground; thence continuing along the proposed satellite corporate limits line by following the common boundary line between the Cross Road Village, Inc. property described in Deed Book 1403, Page 263, Randolph County Public Registry and the said Elton T. and Cynthia C. Caviness property the following courses and distances: North 87 degrees 17 minutes 39 seconds West 49.81 feet to a ½-inch rebar that is 6" above the ground; thence North 04 degrees 01 minute 15 seconds East 99.91 feet to the southeast corner of the The Cross Road Rest and Retirement Center, Inc. property described in Deed Book 2168, Page 308, Randolph County Public Registry; thence North 86 degrees 39 minutes 04 seconds West 766.22 feet along the southern boundary line of the The Cross Road Rest and Retirement Center, Inc. property to a ½-inch rebar that is flush with the ground and is located in the eastern margin of the public right-of-way for Zoo Parkway; thence North 44 degrees 05 minutes 00 seconds West 169.81 feet along the eastern margin of the public right-of-way for Zoo Parkway to a ½-inch rebar set flush with the ground; thence departing from Zoo Parkway and proceeding along the western boundary line of The Cross Road Rest and Retirement Center, Inc. property described in Deed Book 1598, Page 1179, Randolph County Public Registry the following course and distance: North 04 degrees 46 minutes 46 seconds East 317.38 feet to a 1-inch existing iron pipe that is 6" above the ground; thence departing from this boundary line and proceeding along the southern boundary line of The Cross Road Rest and Retirement Center, Inc. property described in Deed Book 1648, Page 1469, Randolph County Public Registry the following courses and distances: North 84 degrees 57 minutes 04 seconds West 305.92 feet to a ½-inch rebar that is flush with the ground; thence South 72 degrees 18 minutes 21 seconds West 8.90 feet to a computed point in the eastern margin of the public right-of-way for Zoo Parkway; thence South 72 degrees 18 minutes 21 seconds West 60.27 feet across Zoo Parkway to a computed point on the western margin of the public right-of-way for Zoo Parkway; thence continuing along the proposed satellite corporate limits line by following in a northwesterly direction the arc of a curve with a radius of 825.00 feet and an arc length of 273.20 feet (a chord bearing and distance of North 16 degrees 11 minutes 25 seconds West 271.95 feet) to a computed point that is on the western margin of the public right-of-way for Zoo Parkway and on the existing satellite corporate limits line shown on a plat of survey recorded in Plat Book 67, Page 48, Randolph County Public Registry; thence departing from the western margin of the public right-of-way for Zoo Parkway and proceeding along the existing satellite corporate limits line the following courses and distances: South 85 degrees 19 minutes 14 seconds East 31.56 feet to a computed point; thence North 05 degrees 35 minutes 12 seconds West 108.46 feet to a computed point; thence North 00 degrees 00 minutes 56 seconds East 100.15 feet to a computed point; thence North 03 degrees 28 minutes 58 seconds East 200.40 feet to a computed point; thence

North 04 degrees 29 minutes 36 seconds East 100.15 feet to a computed point; thence North 87 degrees 07 minutes 53 seconds West 30.03 feet to a computed point on the western margin of the public right-of-way for Zoo Parkway; thence departing from the existing satellite corporate limits line and proceeding along the western margin of the public right-of-way for Zoo Parkway the following courses and distances: North 03 degrees 24 minutes 33 seconds East 104.24 feet to a computed point; thence proceeding in a northwesterly direction along the arc of a curve with a radius of 886.08 feet and an arc length of 238.52 feet (a chord bearing and distance of North 04 degrees 10 minutes 06 seconds West 237.80 feet) to a computed point; thence departing from the western margin of the public right-of-way for Zoo Parkway and proceeding North 53 degrees 13 minutes 08 seconds East 98.94 feet to the point and place of BEGINNING, and containing 53.792 acres of land, more or less, to be annexed.

The above-listed description is in accordance with a plat of survey entitled "ANNEXATION PLAT PREPARED FOR City Of Asheboro And Cross Road Retirement Community." This plat was drawn under the supervision of Glenn L. Brown, a Professional Land Surveyor with Registration Number L-3663, from an actual survey made under his supervision. The job number listed on the plat is G12120, and the said plat of survey is dated January 4, 2013.

Section 2. Upon and after June 30, 2013, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheboro and shall be entitled to the same privileges and benefits as other parts of the City of Asheboro. Said territory shall be subject to municipal taxes according to Section 160A-58.10 of the North Carolina General Statutes.

Section 3. The Mayor of the City of Asheboro shall cause to be recorded in the Office of the Register of Deeds of Randolph County, North Carolina, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Randolph County Board of Elections, as required by Section 163-288.1 of the North Carolina General Statutes.

Section 4. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 5. This ordinance shall take effect and be in force from and after June 30, 2013.

This ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 4th day of April, 2013.

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

CITY SEAL

ATTEST:

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

Approved as to form:

/s/Jeffrey C. Sugg
Jeffrey C. Sugg, City Attorney

8. Public comment period.

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

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

9. Redevelopment Commission items:

(a) Downtown way finding and pedestrian safety initiatives.

Mr. Nuttall reported that city crews will soon be replacing the existing way finding signs within the downtown area with new signs depicting the new city logo. These new signs will also be larger and easier to read. Along with the new way-finding signs, Mr. Nuttall reported that the city is also working with the North Carolina Department of Transportation in order to place directional signs for shopping, dining, etc., along Dixie Drive, Sunset Avenue, and Salisbury Street. A copy of an

example of the directional signs that was presented to the Council is on file in the City Clerk's office.

Additionally, Mr. Nuttall informed the Council Members of the city staff's discussions of possibly enhancing pedestrian safety within the downtown area by working with the North Carolina Department of Transportation in implementing higher visibility crosswalks at certain intersections and improving the sidewalks within the downtown business district. As these pedestrian safety initiatives develop, city staff will update the Council Members.

(b) Council action on filling the vacancy on the Asheboro Redevelopment Commission.

Mr. Nuttall reported that three (3) applications/interest forms have been received for service on the Asheboro Redevelopment Commission. These applications/interest forms will be submitted to the commission for its regular meeting. Once the commission has reviewed these names, the board will recommend at least two (2) names to the Council for final action during the Council's next regular meeting in May 2013.

10. Upcoming events:

- **The Habitat for Humanity Eastside Social at Eastside Park on Sunday, April 7, 2013 from 1:00 p.m. until 3:00 p.m.**
- **The Annual Identity Theft Prevention Program Committee meeting on Tuesday, April 30, 2013 at 9:00 a.m. in the Council Chamber located at Asheboro City Hall.**
- **The Mayor's Prayer Breakfast begins at 6:45 a.m. on Thursday, May 2, 2013 at AVS.**
- **The Noon Prayer Service on the steps of Asheboro City Hall at 12:00 p.m. on Thursday, May 2, 2013.**
- **"Retire Asheboro" open house will be held on June 21-23, 2013.**
- **A Pre-Grand Opening will be held at PetSmart on April 17, 2013 from 2:00 p.m. until 3:00 p.m. and a Grand Opening Ceremony will be held on April 20, 2013 at 8:45 a.m.**

There being no further business, the meeting was adjourned at 8:23 p.m.

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

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