

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

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

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

Agenda

Page 3

November 10, 2016

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



Randolph County  
DEPARTMENT OF  
**EMERGENCY SERVICES**

152 N. Fayetteville St  
Asheboro, NC 27203

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



***FIRE MARSHAL***

October 19, 2016

To: Mayor David Smith

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

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

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

Sincerely,

Erik C. Beard

***FIRE MARSHAL***

Randolph County Emergency Services

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

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

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

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

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

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

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

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

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

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

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

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

There being no further business, the meeting was adjourned.

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

10-3-16

  
GM

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

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

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

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

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

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

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

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

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

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

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

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

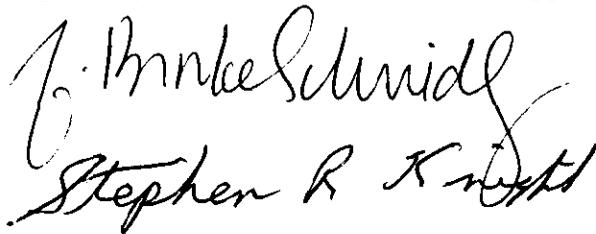
The next regular Asheboro ABC Board meeting will be held Monday, October 3, 2016, at 5:30 p.m.

There being no further business, the meeting was adjourned.

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

103-16

  
GM


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

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

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

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

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

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

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

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

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

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

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

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

---

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

ATTEST:

---

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

# **EXHIBIT 1**

STATE OF NORTH CAROLINA

ABC LAW ENFORCEMENT SERVICES

COUNTY OF RANDOLPH

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

**WITNESSETH:**

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

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

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

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

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

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

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

**ABC Law Enforcement Services**

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

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

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

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

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

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

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

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

**Financial Agreement**

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

**Duration, Amendment, and Termination**

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

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

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

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

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

**CITY OF ASHEBORO:**

**ASHEBORO ABC BOARD:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

ATTEST:

---

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

**City of Asheboro  
Finance Office**

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted this the 10th day of November 2016.

---

David H. Smith, Mayor

ATTEST:

---

Holly H. Doerr, CMC, City Clerk

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

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

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

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

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

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

That the following revenue line items be increased:

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

That the following expenditure line items be increased:

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

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

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

ATTEST:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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



Item 4 (h)

Asheboro Christmas Parade

APPLICATION FOR PARADE PERMIT

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

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

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

Date of Parade: 12/2/16 Start Time: 7pm End Time: 8:30pm
Number of Persons: ? Number of Vehicles: 100+

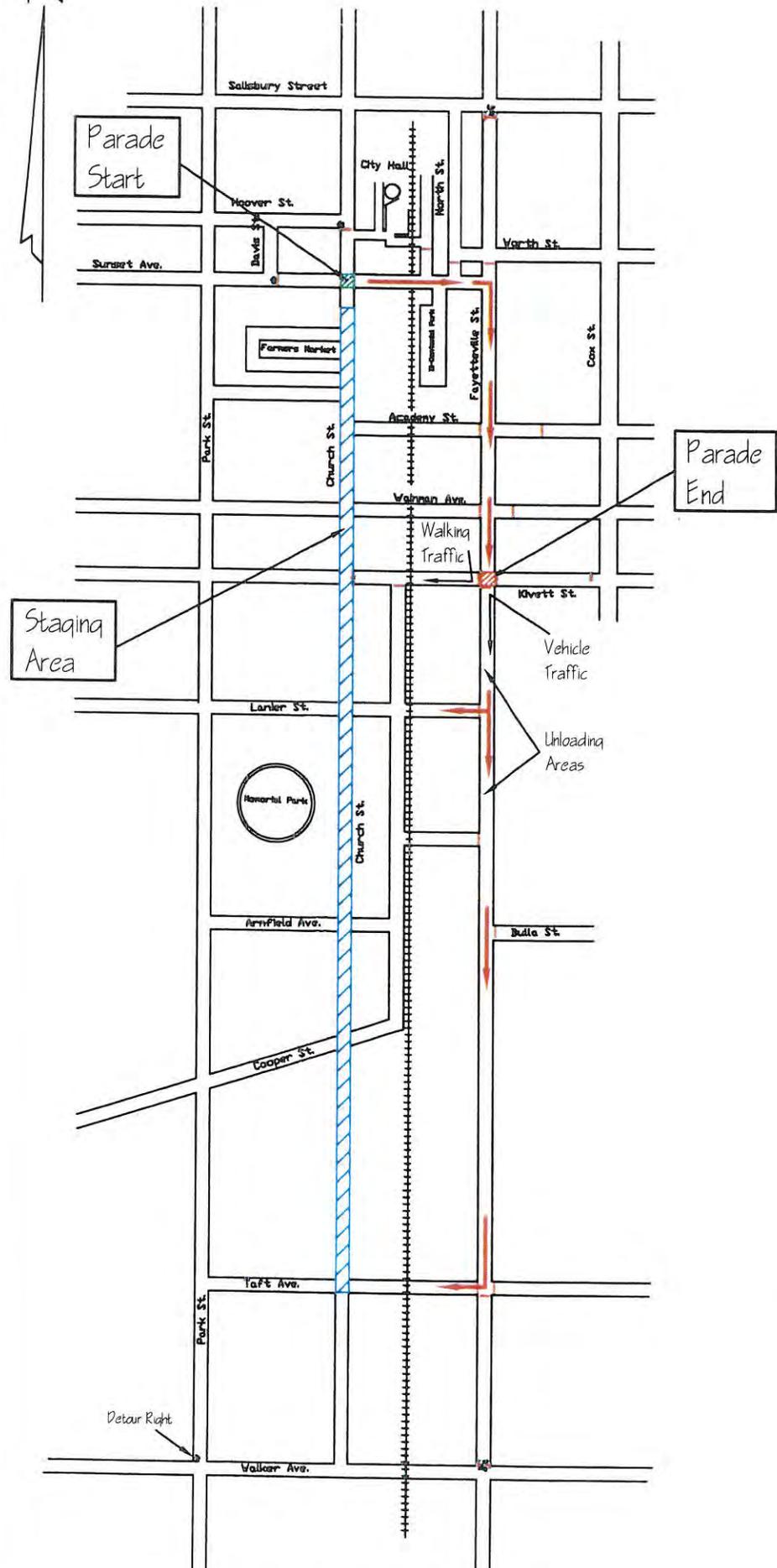
Streets Involved: South Fayetteville, Sunset Avenue, Church St., Walker Ave, Kivett St.
Special officials and/or guests: Elected Officials + TV Personalities

Insurance Company & Policy Number: Cincinnati Insurance ECP/EBA 0281631
Any additional information:

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

Signature of Authorized Representative: Linda Brown

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



CHRISTMAS PARADE ROUTE



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



August 25, 2016

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

Dear John:

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

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

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

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

Sincerely,

Linda Brown  
President

CITY OF  
**ASHEBORO**  
NORTH CAROLINA

Item 4 (i)

Christmas  
On  
Sunset

**APPLICATION FOR PARADE PERMIT**

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

Contact Name: Linda Brown

Address: 137 S. Fayetteville Street, Asheboro 27203

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

Organization: Asheboro/Randolph Chamber of Commerce

Address: 137 S. Fayetteville Street, Asheboro 27203

Phone: 336-626-2626

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

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

Streets Involved: Church Street, Sunset Avenue

Special officials and/or guests: Santa + Friends!

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

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

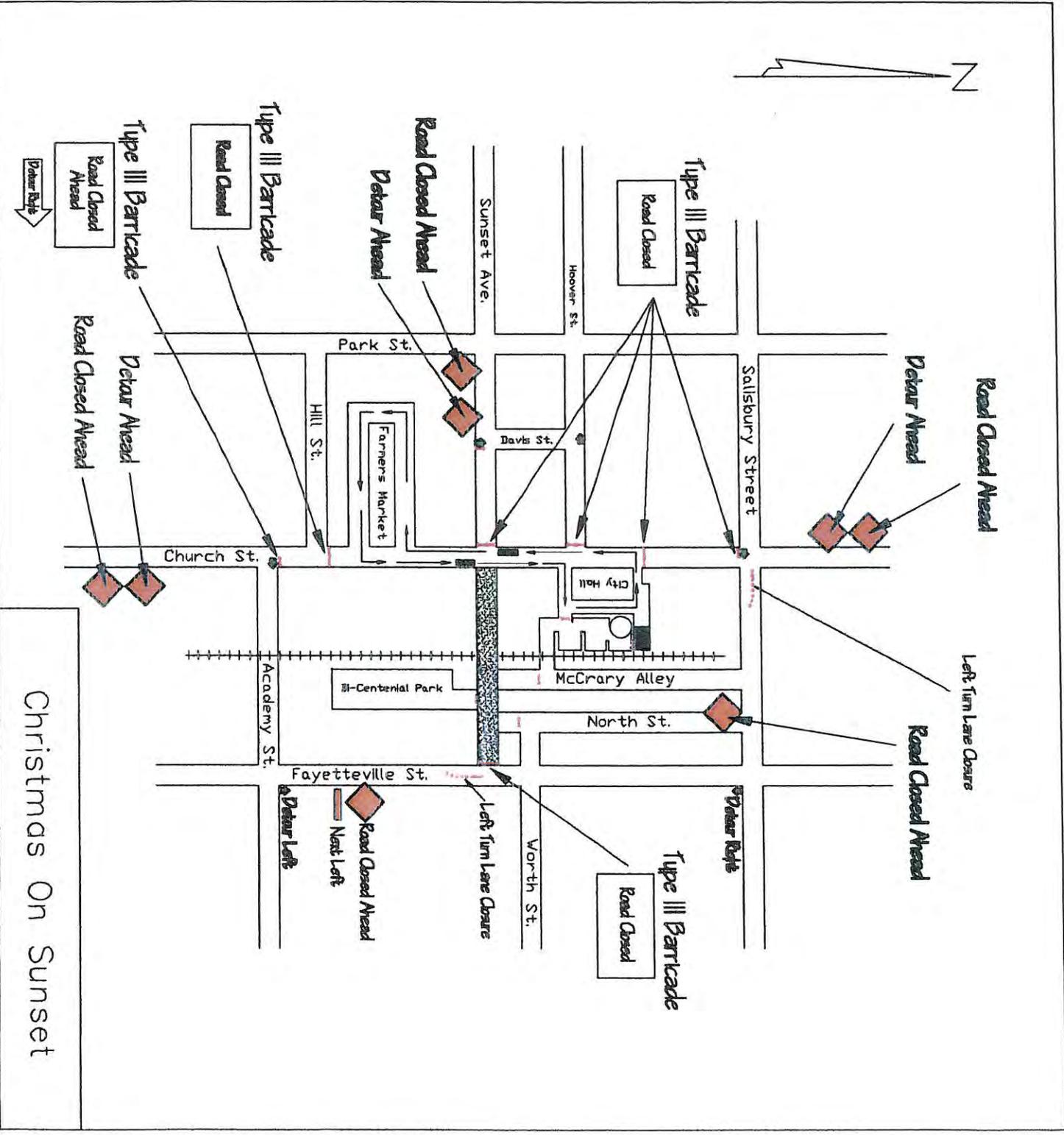
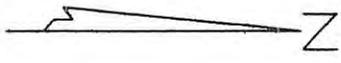
The undersigned agrees to hold the City of Asheboro and its officers, employees and agents free and harmless from and against any and all claims, losses, damages and settlements arising out of or relating to this parade. The undersigned agrees to investigate and provide defense for and defend any such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

Signature of Authorized Representative: Linda Brown

Internal Use Only

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

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



Christmas On Sunset



**Text Amendments Related to density credits**

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

**Staff Report**

## Planning Board Recommendation & Comments to City Council

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

**Case #** RZ-16  
-13

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

**Applicant** City of Asheboro

### **Legal Description**

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

**Requested Action** See legal description  
above

**Existing Zone** N/A

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

### **Planning Board Recommendation**

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

### **Reason for Recommendation**

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

Additional information concerning the Planning Board's recommendation that will be made during its November 7, 2016 meeting will be available at that time.

### **Planning Board Comments**

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

# Rezoning Staff Report

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

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

## General Information

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

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

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

## Applicant's Reasons as stated on application

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

## Surrounding Land Use

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

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

## Legal Description

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

## Analysis

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

# Rezoning Staff Report

RZ Case # RZ-16-13

Page 2

## Consistency with the 2020 LDP Growth Strategy designations

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

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

**Small Area Plan** N/A

**Growth Strategy Map Designation** N/A

## LDP Goals/Policies Which Support Request

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

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

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

## Rezoning Staff Report

RZ Case # RZ-16-13

Page 3

### LDP Goals/Policies Which Do Not Support Request

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

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

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

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

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

#### Recommendation

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

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

---

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

**A) Purpose and Intent:**

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

**B) Applicability**

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

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

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

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

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

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

### **C. Definitions**

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

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

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

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

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

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

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

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

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

**Article 1100:**

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



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

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

**Staff Report**

**SUBDIVISION STAFF REPORT**  
Final Plat

**CASE #** SUB-12-01

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

**GENERAL INFORMATION**

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

**PARCEL INFORMATION**

**PIN** 7741981618

**Size** 0.99 acres +/-

**Number of Lots** 3 + common area

**Existing Zoning** CU-R10

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

**Existing Land Use** Residential PUD

**Surrounding Land Use**

**North** Low-density residential

**East** Low-density residential

**South** Undeveloped

**West** Low-density residential

**LAND DEVELOPMENT PLAN**

**Growth Strategy Map** Long-Range Growth

**Proposed Land Use Map** Suburban Residential

**Small Area Plan Map** Northwest

**Identified Activity Center?** No

**Development Issues**

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

**SUBDIVISION STAFF REPORT**  
Final Plat

**DEPARTMENT COMMENTS**

**Engineering**      No plat comments.

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

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

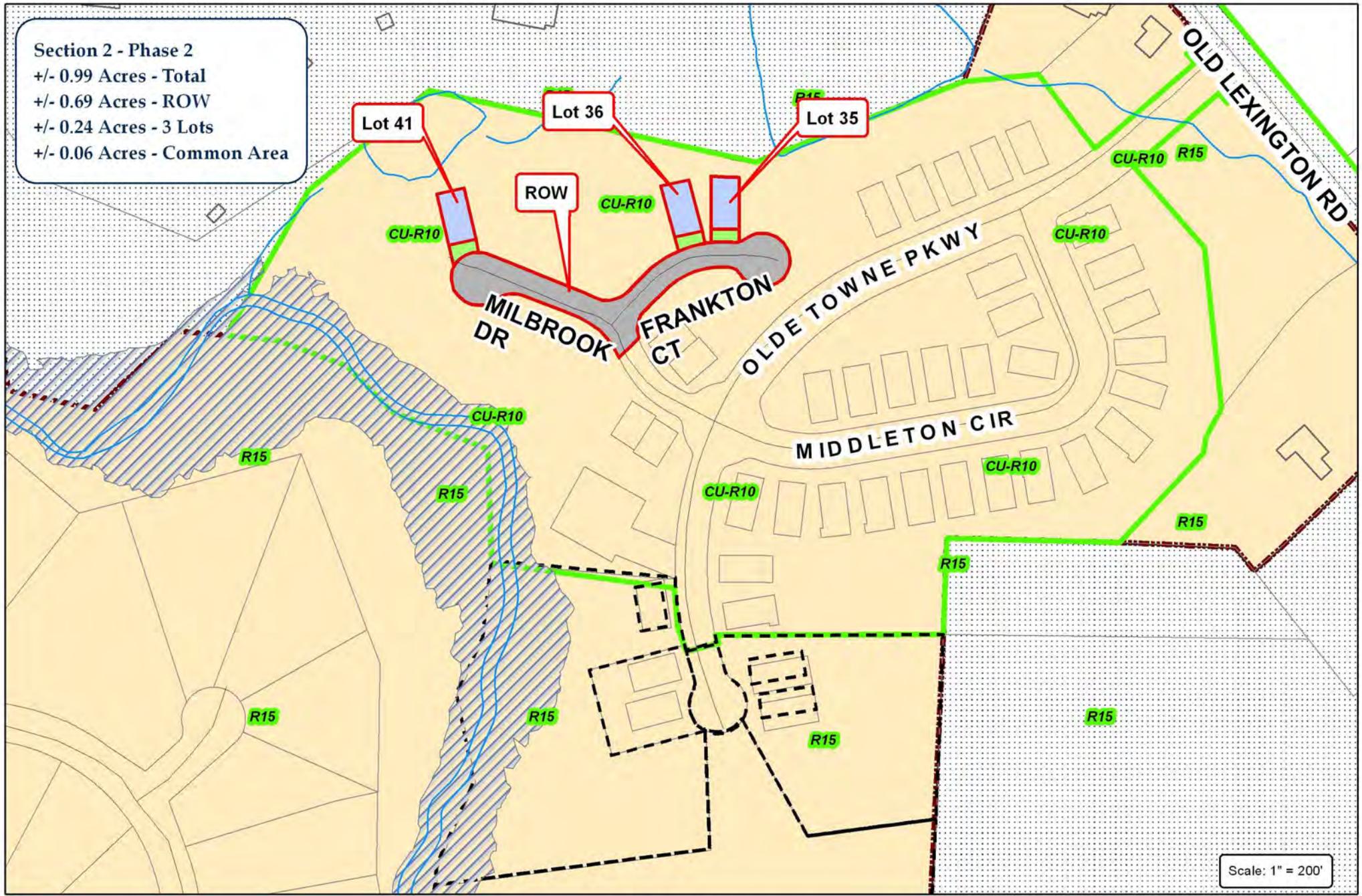
A guarantee on uncompleted improvements will be required prior to recordation of final plat.

**Other**

**Staff Recommendation**      Approve noting above comments.

**Planning Board Recommendation**      The Planning Board will consider this request during its regular meeting on November 7, 2016. A recommendation will be available after that time.

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



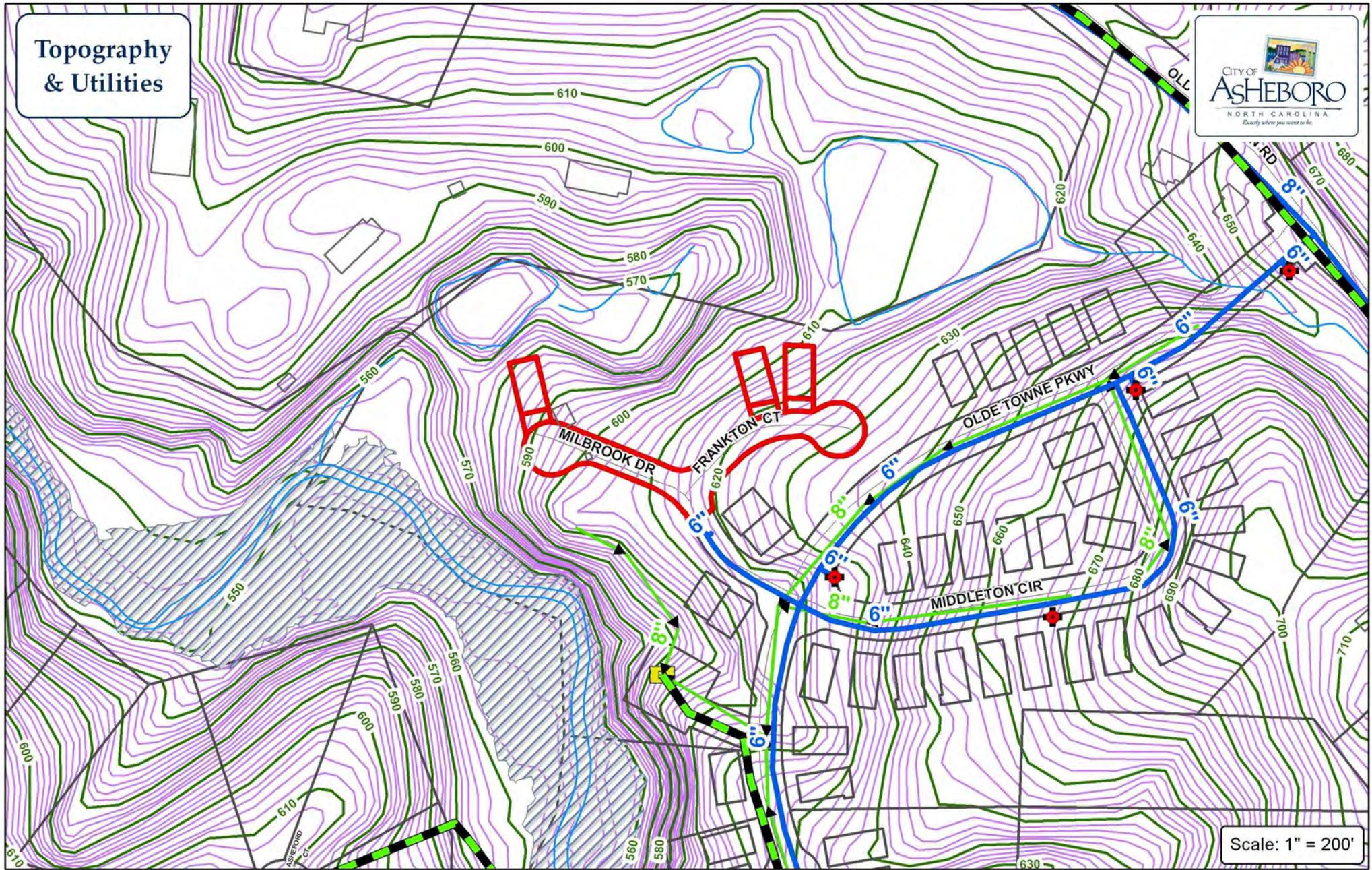
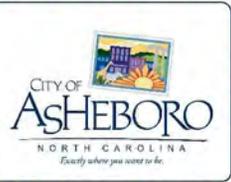
- Lot
- ROW
- Common Area
- SUB-15-01

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

- Subject Property
- Zoning
- City Limits
- ETJ

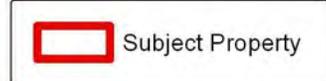


Topography  
& Utilities

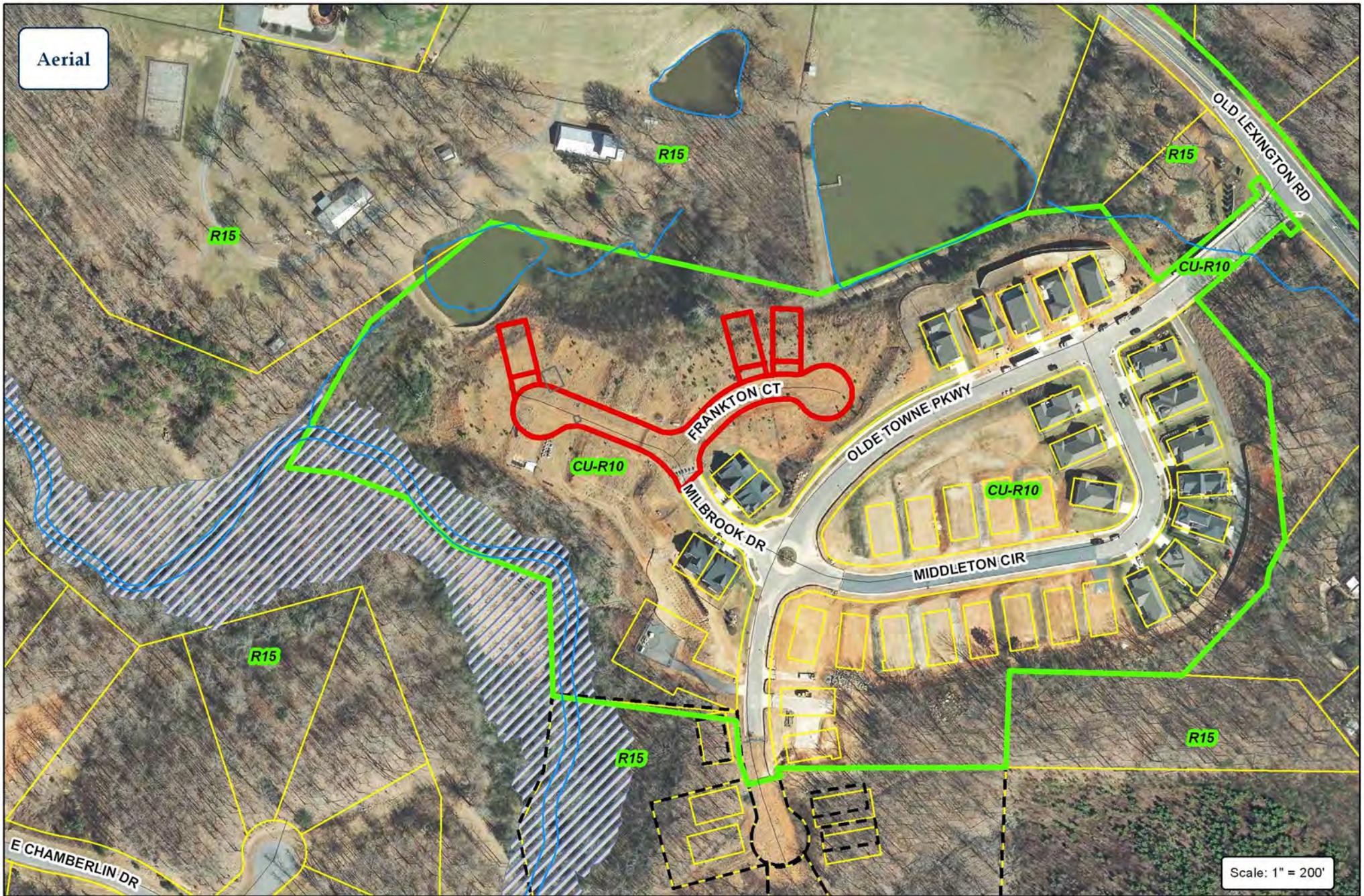


- Water Main
- Sewer Main
- Force Main
- Fire Hydrant
- Pump Station

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



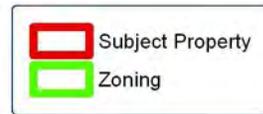
Aerial



Scale: 1" = 200'



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



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

**PRELIMINARY - FOR REVIEW ONLY**  
 NORTH CAROLINA  
 PROFESSIONAL LAND SURVEYOR  
 STUART W. SCOTT

PROFESSIONAL LAND SURVEYOR  
 L-3951  
 REGISTRATION NUMBER

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

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

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

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

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

STATE OF NORTH CAROLINA  
 COUNTY OF RANDOLPH

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

REVIEW OFFICER

DATE

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

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

DATE

PUBLIC WORK DIRECTOR

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

DATE

OWNER

**NOTES:**

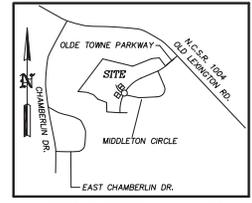
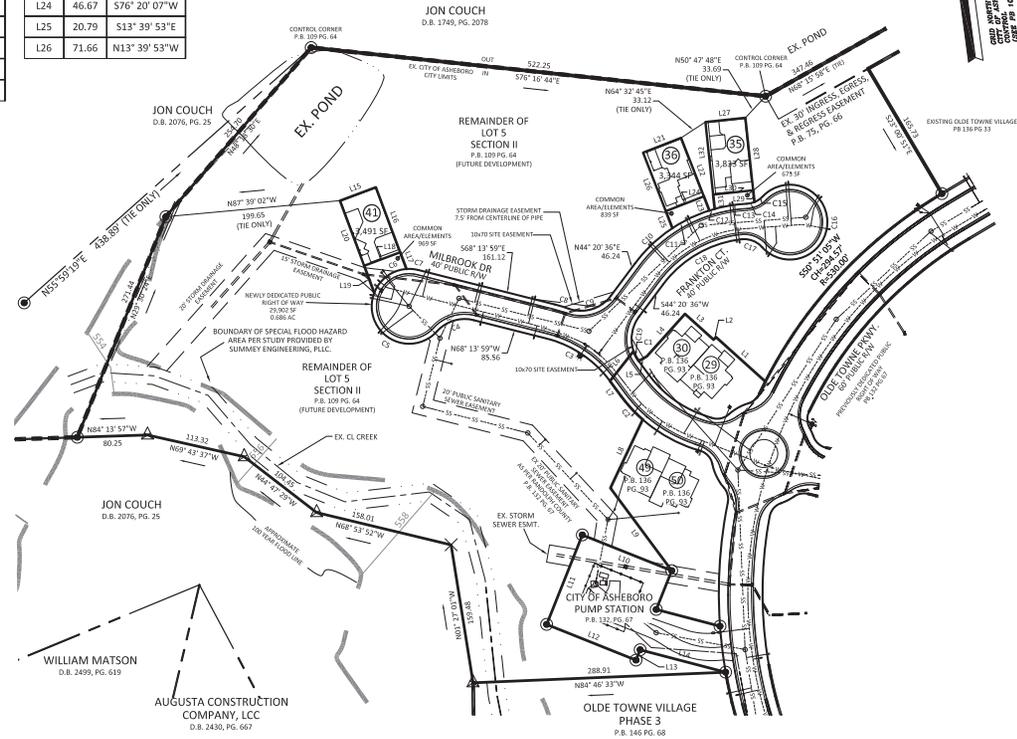
- AREA COMPUTED BY D.M.D. METHOD.
- RATIO OF PRECISION IS 1:10,000+.
- THE SURVEYOR HAS NOT PERFORMED A TITLE SEARCH, THEREFORE, THIS MAP IS SUBJECT TO ANY AND ALL FACTS AN ACCURATE TITLE SEARCH MAY DISCLOSE.
- THIS MAP IS SUBJECT TO ANY AND ALL R.O.W.'S, AGREEMENTS AND EASEMENTS WHICH WERE NOT VISIBLE OR APPARENT AT THE TIME OF SURVEY.
- EXTERIOR BOUNDARY OF DEVELOPMENT TAKEN FROM RANDOLPH CO. P.B. 109 PG. 64; INTERIOR EXISTING PROPERTY LINES TAKEN FROM P.B. 136 PG. 93 & P.B. 136 PG. 33 AND WERE NOT SURVEYED BY SCOTT LAND SURVEYING, INC.
- ALL BEARINGS ARE GRID BEARINGS (NAD 27) (SEE PB 109, PG. 64) COMBINED FACTOR = 0.999898986 (SEE PB. 109, PG. 64).
- CURRENT ZONING SECTION II: CU R-10
- ALL COMMON AREA/ELEMENTS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- ALL LAND LOCATED OUTSIDE PUBLIC RIGHT OF WAY (EXCEPT FOR PLATTED AND FUTURE LOTS OF RECORD) SHALL BE COMMON AREA AND SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

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

**PROPERTY DATA:**

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

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



**VICINITY MAP (NTS)**

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

**LEGEND**

- STORM MANHOLE (STMH)
- WATER VALVE (WV)
- WATER METER BOX (WMB)
- FIRE HYDRANT (HYD)
- SANITARY SEWER MANHOLE (SSMH)
- SANITARY SEWER CLEAN OUT (SCO)
- WATER LINE
- SANITARY SEWER LINE
- DEED BOOK
- PLAT BOOK
- PAGE
- RIGHT-OF-WAY
- EDGE OF PAVEMENT
- EDGE OF GRAVEL
- CONCRETE
- REINFORCED CONCRETE PIPE
- DROP INLET
- CURB INLET
- FINISH FLOOR ELEVATION
- BASEMENT
- TELEPHONE PEDESTAL
- TELEPHONE HAND HOLD
- 1/4" POUND IRON PIPE
- 1/4" SET-UP REBAR
- COMPUTED POINT
- EX. NAIL

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

TOWNSHIP: BACK CREEK  
 SCALE: 1"=100'

RANDOLPH CO.  
 NORTH CAROLINA

DATE: 10/18/2016



**SCOTT LAND SURVEYING, INC.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

ATTEST:

---

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

# **ATTACHMENT A**

STATE OF NORTH CAROLINA

LEASE OF HANGAR SPACE AT THE  
ASHEBORO REGIONAL AIRPORT

COUNTY OF RANDOLPH

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

WITNESSETH:

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

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

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

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

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

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

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

**Lessor:**

**CITY OF ASHEBORO**

By: \_\_\_\_\_

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

ATTEST:

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

STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH

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

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

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

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

My commission expires:

\_\_\_\_\_

Lessee:

**CIVIL AIR PATROL**

By:

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

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

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

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

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

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

My commission expires:

\_\_\_\_\_

# EXHIBIT 1

RUNWAY

TAXIWAY

APRON

APRON

"T" HANGARS

C.A.P. BUILDING

A B C D

MAINTENANCE BUILDING

"T" HANGARS

PUBLIC FACILITIES

F G E

FBO ADMINISTRATION BUILDING



# ASHEBORO REGIONAL AIRPORT



SCHEDULE "C"

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

DISPLAY AREA AIRCRAFT MUSEUM

65.5

H

G

L

"T" HANGARS

J

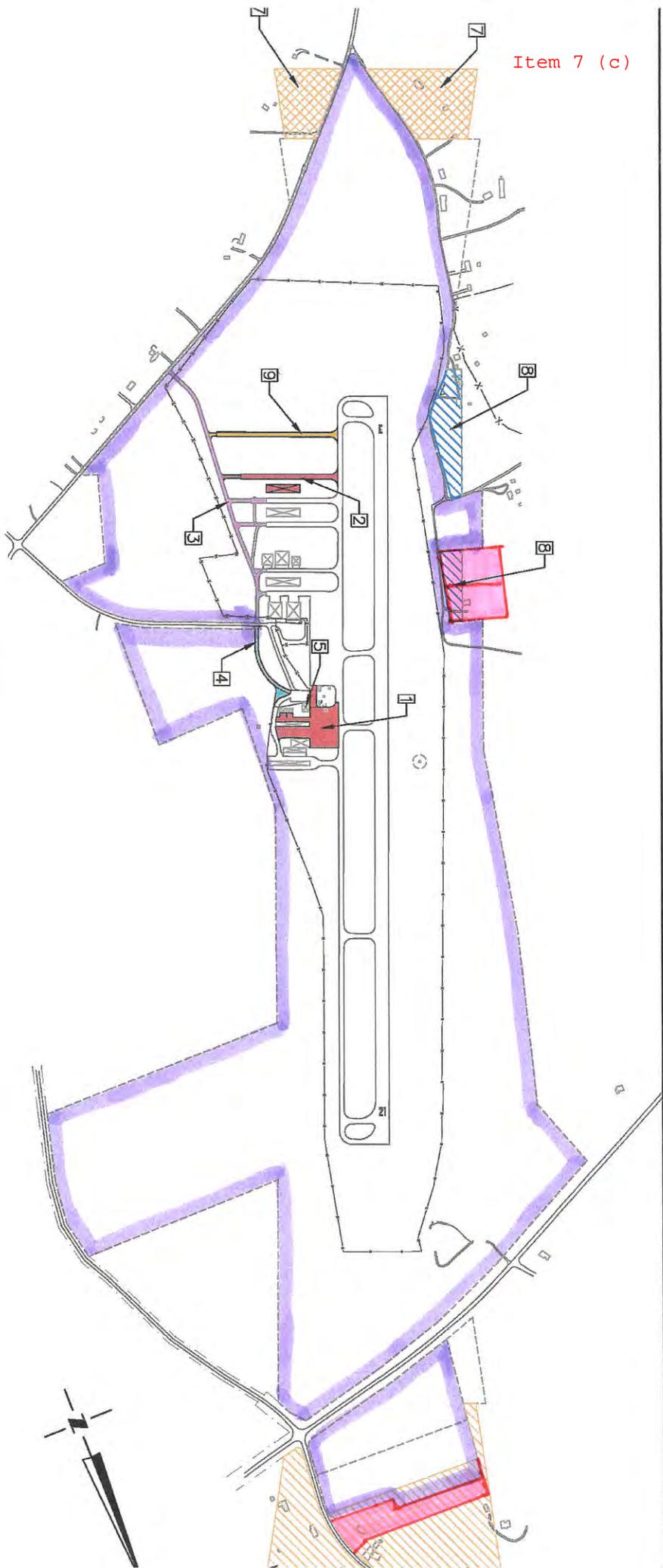
M

K

HANGARS

"T" HANGARS

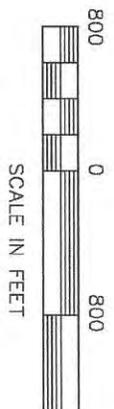
N



**PROJECT DESCRIPTION**

-  - Airport Property
-  - Proposed Parcels

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



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



Asheboro2  
Printed November 04, 2016  
See Below for Disclaimer



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

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



Asheboro2  
Printed November 04, 2016  
See Below for Disclaimer



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

ATTEST:

---

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

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

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