

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

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

David H. Smith) – Mayor Presiding

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

Katie L. Snuggs) – Council Member Absent

John N. Ogburn, III, City Manager
Robert L. Brown, Jr., Assistant Chief of Police
Timothy E. Cockman, Deputy Fire Chief
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
John L. Evans, Assistant Community Development Director
Danny A. Floyd, Jr., Assistant Fire Chief (Safety)
P. Douglas Kemp, Human Resources Director
Kelli King, Senior Adults and Special Populations Program Coordinator
William Preston King, Assistant Fire Chief (Training)
Mark T. Lineberry, Chief of Police
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Jeffrey C. Sugg, City Attorney
Willie Summers, Fire Chief
Kristen Terry, Human Resources and Benefits Coordinator

1. Call to order.

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

2. Moment of silent prayer and pledge of allegiance.

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

3. Public comment period.

Mayor Smith opened the floor for public comments.

Mr. Barry Stutts and Mr. Doug Williams presented traffic safety concerns within the Dixieland Acres neighborhood/subdivision.

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

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

4. **Consent agenda.**

Upon motion by Council Member Burks and seconded by Council Member Carter, the Council voted unanimously to approve/adopt the following consent agenda items. Council Members Bell, Burks, Carter, Moffitt, Redding, and Swiers voted in favor of the motion.

(a) The meeting minutes for the city council's regular meeting held on October 10, 2019.

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

(b) The acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for September 3, 2019.

The minutes of the meeting held by the Asheboro ABC Board on September 3, 2019, have been received by the city clerk, distributed to Mayor Smith and the Council Members for review, and have been filed in the city clerk's office.

(c) Temporary street closure for the Asheboro/Randolph Chamber of Commerce Christmas Parade.

The temporary closure on December 6, 2019, from 7:00 p.m. to 8:30 p.m., of the streets indicated on the parade permit application, including a map, which was distributed to the Council Members in their meeting folders. Copies of these items are on file in the city clerk's office. The temporary street closure was approved as requested in the application.

(d) Temporary street closure for "Christmas on Sunset."

The temporary closure on December 13, 2019, from 6:00 p.m. to 9:00 p.m., of the streets indicated on the parade permit application, including a map, which was distributed to the Council Members in their meeting folders. Copies of these items are on file in the city clerk's office. The temporary street closure was approved as requested in the application.

(e) A budget amendment for the General Fund.

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ORDINANCE TO AMEND THE GENERAL FUND FY 2019-2020

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

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

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

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

WHEREAS, the City of Asheboro desires amend the 2019-2020 budget to incorporate this expense and to be in compliance with all generally accepted accounting principles, and;

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

That the following Revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-350-0100	US Treasury Funds	190,026
10-350-0200	US Justice Funds	109,974
10-335-0100	Miscellaneous Income	37,660
10-399-0000	Fund Balance Allocation	11,340
		<hr/>
		\$349,000

That the following Expense line items be increased:

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

Adopted this the 7th day of November 2019.

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

ATTEST:

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

- (f) A resolution authorizing the conveyance of a surplus vehicle to the Town of Liberty.

RESOLUTION NUMBER 41 RES 11-19

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

5. Recognition of retired Chief of Police Jody P. Williams for his years of dedicated service to the City of Asheboro.

On behalf of the Asheboro Police Department, Chief Lineberry presented Chief Williams with a plaque that included his badge as a token of gratitude for his dedicated service to the City of Asheboro. In addition to this plaque, Chief Lineberry presented Chief Williams with the service side arm that he carried at the time of his retirement.

Additionally, on behalf of Mayor Smith, the Council Members, and the City Manager's Office, Mr. Ogburn presented Chief Williams with a retirement plaque from the municipal corporation.

6. Presentation of the North Carolina Office of EMS Team Focused CPR Award to the Asheboro Fire Department for 70 CPR saves.

Randolph County Emergency Services Lieutenant David Barr presented the North Carolina Office of EMS Team Focused CPR Award to the Asheboro Fire Department for saving 70 lives by administering CPR.

No formal action was taken by the City Council during this portion of the meeting.

7. Recognition of the recipients of the Audrey and Jim Harriman Employee and Employer Awards.

Senior Adults and Special Populations Program Coordinator Kelli King and Ms. Kathy Vuncannon, who is a member of the Randolph County Advisory Council for Disability Awareness, recognized the 2019 recipients of the Audrey and Jim Harriman Employee and Employer Awards. Ms. Natalie Cottrell and Mr. Calvin Ruggiero were the recipients of these awards for 2019.

No formal action was taken by the City Council during this portion of the meeting.

8. Update on the upcoming library programs and activities.

Randolph County Library Director Ross Holt utilized a visual presentation in order to update the City Council on upcoming library programs and activities. In addition to presenting the preliminary schedule for the 2020 Sunset Signature Series, Mr. Holt unveiled certain library renovations that will be taking place in the future.

No formal action was taken by the City Council during this portion of the meeting.

9. Report on the 2019 City of Asheboro Employee United Way Campaign.

Mr. John Evans and Ms. Kristen Terry briefly reported that the city's 2019 Employee United Way Campaign was a success with a total of 135 city employees contributing to United Way. Approximately \$35,000 was pledged by city employees.

No formal action was taken by the City Council during this portion of the meeting.

10. Introduction of the proposed redevelopment of the Acme-McCrary West Senior Housing Project from the City of Asheboro's 2018-2023 Central City Business District Redevelopment Plan.

(a) Presentation regarding the development.

Mr. John Stiltner who is the Director of Construction at Landmark Asset Services presented an overview of the plans for the proposed project. During his presentation, Mr. Stiltner reported on the building plans that include studio apartments along with one and two bedroom apartments for senior adults. The apartment units will have amenities such as ceiling fans, energy star appliances, and high speed internet access.

The estimated cost of the project is approximately \$9,000,000.00, which will require financing through federal housing tax credits, federal and state historic tax credits, private equity, and permanent financing. Preliminary applications for financial assistance through the North Carolina Housing Finance Agency are to be submitted by January 24, 2020. The full application for assistance must be submitted by May 15, 2020.

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

(b) Consideration of a resolution in support of the redevelopment of the Acme McCrary West Senior Housing Project.

Subsequent to Mr. Stiltner's presentation, Community Development Director Trevor Nuttall presented and recommended adoption, by reference, of a resolution of support for and local government participation in the described project.

Upon motion by Council Member Bell and seconded by Council Member Carter, the Council voted unanimously to adopt the following resolution by reference. Council Members Bell, Burks, Carter, Moffitt, Redding, and Swiers voted in favor of the motion. There were no dissenting votes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NUMBER 43 RES 11-19

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION CONCURRING WITH THE HANGAR FEE SCHEDULE ADOPTED
FOR THE ASHEBORO REGIONAL AIRPORT**

WHEREAS, in conjunction with the city charter and other laws of this state, Section 63-53(4) of the North Carolina General Statutes authorizes the City of Asheboro to lease any city-owned real or personal property acquired for the Asheboro Regional Airport when such property is not otherwise needed by the city during the term of the lease; and

WHEREAS, with regard to the city setting rental fees in compliance with Article 6 (Public Airports and Related Facilities) in Chapter 63 (Aeronautics) of the North Carolina General Statutes, G.S. 63-53(5) provides, in pertinent part, as follows:

In addition to the general powers in this Article conferred, and without limitation thereof, a municipality which has established or may hereafter establish airports . . . is hereby authorized:

- (5) *To determine the charge or rental for the use of any properties under its control . . . and the terms and conditions under which such properties may be used, provided that in all cases the public is not deprived of its rightful, equal, and uniform use of such property. Charges shall be reasonable and uniform for the same class of service and established with due regard to the property and improvements used and the expense of the operation to the municipality; and*

WHEREAS, on October 15, 2019, as part of an on-going review of the fees to be charged for hangar space at the airport, the Asheboro Airport Authority adopted a fee schedule labeled as the "ASHEBORO REGIONAL AIRPORT HANGAR FEE SCHEDULE" that is attached to this Resolution as EXHIBIT 1 and is hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the Asheboro City Council has concluded that the Asheboro Airport Authority's adoption of the attached fee schedule is appropriate and in the best interest of the City of Asheboro.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that it concurs with the Asheboro Airport Authority and approves, effective immediately, the Asheboro Regional Airport Hangar Fee Schedule.

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

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

ATTEST:

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

EXHIBIT 1

ASHEBORO REGIONAL AIRPORT HANGAR FEE SCHEDULE

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

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

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

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

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

Hangars "E" – 50' x 40' unimproved (under original long term lease)
Lease amount currently under review
(Lighting)

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

All utilities are the responsibility of the tenant.

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

(c) Final action on a proposed 3-year hangar lease with the Civil Air Patrol.

Mr. Leonard presented and recommended adoption, by reference, of a resolution approving an agreement to lease airport hangar space to the civil air patrol.

Upon motion by Council Member Moffitt and seconded by Council Member Burks, the Council voted unanimously to adopt the following resolution by reference. Council Members Bell, Burks, Carter, Moffitt, Redding, and Swiers voted in favor of the motion. There were no dissenting votes.

RESOLUTION NUMBER 44 RES 11-19

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

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

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

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

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

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

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

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

WHEREAS, by means of adopting Resolution Number 38 RES 9-19 on September 12, 2019, the Asheboro City Council expressed its intent to continue to lease the existing hangar space to the Civil Air Patrol for a new lease term of three years at a rental rate of one dollar and no hundredths (\$1.00) per year; and

WHEREAS, notice of the governing board's stated intent to authorize the described hangar lease agreement with the Civil Air Patrol during the Asheboro City Council's regular meeting in November 2019 was published in *The Courier-Tribune* on October 4, 2019, in compliance with Section 160A-272 of the North Carolina General Statutes; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the lease of hangar space at the Asheboro Regional Airport to the Civil Air Patrol for the use and benefit of the Randolph Composite Squadron in accordance with the terms and conditions specified in ATTACHMENT A is hereby approved; and

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

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

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

ATTEST:

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

ATTACHMENT A

STATE OF NORTH CAROLINA

ASHEBORO REGIONAL AIRPORT HANGAR SPACE LEASE AGREEMENT

COUNTY OF RANDOLPH

THIS AGREEMENT AND LEASE (the "Agreement") is made and entered into, as of the date of the last signature affixed hereto, by and between the **CITY OF ASHEBORO (the "Lessor")**, a North Carolina municipal corporation, and the **CIVIL AIR PATROL (the "Lessee")**, incorporated under a Special Act of Congress approved July 1, 1946, Public Law 476, 79th Congress, for the use and benefit of the Randolph Composite Squadron.

WITNESSETH:

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

- (1) Lessor hereby leases to Lessee and Lessee hereby accepts the following area of rental space at the Asheboro Regional Airport for use during the lease term as an administrative/operational center and for an aircraft owned by the Lessee:

The area labeled as "C.A.P. Building" on Schedule "C" (as amended through October 2013) for the Asheboro Regional Airport; Schedule "C" is attached as EXHIBIT 1 to this Agreement and is hereby incorporated into this Agreement by reference as if fully copied herein.

- (2) The lease period shall be for a 3-year term commencing at 12:01 a.m. on January 1, 2020, and ending at midnight on December 31, 2022.
- (3) The rental rate under this Agreement is one and no hundredths dollars (\$1.00) per year. Because of the minimal amount charged for the entire 3-year term of this Agreement, and for administrative convenience, the total sum of rental charges due under this Agreement shall be paid in good funds by the Lessee to the Lessor in advance of the commencement of the 3-year lease term specified in the immediately preceding paragraph. Consequently, in advance of January 1, 2020, the Lessee shall pay to the Lessor the sum of three and no hundredths dollars (\$3.00), which is the total rental fee due under this Agreement.
- (4) Lessee hereby agrees to the following operating procedures and limitations:
- (a) Lessee will not operate any aircraft engine inside the hangar and will not run-up any aircraft engine with propeller blast directed toward any hangar door, hangar, or other aircraft;
 - (b) Lessee will assure proper chocking and securing of aircraft after each usage;
 - (c) While not required, Lessee may leave hangar and aircraft keys with the Airport Manager for emergency use;
 - (d) Lessee will provide, install, and maintain a suitable portable fire extinguisher in the hangar; and
 - (e) Lessee will maintain the interior of the hangar in a clean and neat condition.
- (5) Lessee will bear all costs involving utilities to its hangar, *ad valorem* taxes to any extent that the same may in the future be charged in connection with the demised premises, insurance and permits for the demised premises, any cost of improvements to the demised premises, and required repairs to the interior space of the demised premises.
- (6) Lessee is prohibited from assigning this lease, and the Lessee is also prohibited from subleasing any portion of its hangar.
- (7) Lessor will not be liable for loss arising out of damage to or destruction of the hangar or its contents from any cause, except such loss as may be recoverable under Lessor's standard liability insurance policy.
- (8) It is expressly agreed that if the Lessee fails to perform or comply with any of the provision(s) of this Agreement and remains in default thereof for a period of 30 days after written notice from the Lessor calling attention to such default, the Lessor may declare this Agreement terminated and cancelled and take possession of the premises

described herein without prejudice to any other legal remedy the Lessor may have on account of such default. The notice of default may be posted on the demised premises or given to the person at such time in charge of the premises. It is specifically understood and agreed that cancellation of this Agreement by the Lessor for cause can be done at any time during the 3-year lease term specified herein after failure by the Lessee to correct an event of default as aforesaid.

- (9) Upon the expiration of the current 3-year lease term, Lessee will have first refusal to rent the hangar at a rate and for a term set in the discretion of the Asheboro City Council.
- (10) The Lessee shall not engage in general competition with the fixed base operator or other operations at the Asheboro Regional Airport. This provision is not intended to create a monopoly for the present fixed base operator and is made a part of this Agreement solely on account of the nominal rental rate charged under this Agreement.
- (11) It is understood and agreed that the purpose of this lease is to provide a place for the Lessee to conduct operations and training essential to its mission and to store, maintain, repair, and service its aircraft. Any other use to be made of the premises shall be subject to the written approval of the Asheboro Airport Authority; and it is further expressly agreed that the demised property shall not, at any time during the term of this Agreement, be used for such purpose or in such manner that the sight, sound, or traffic into or out of the demised premises could reasonably be considered to be objectionable or hazardous to the facilities and operations of the Asheboro Regional Airport. Parking of the Lessee's emergency medical vehicle in the hangar is permitted.
- (12) The Asheboro Airport Authority shall have the right, at reasonable times, to inspect the premises and to enforce reasonably required safety and health regulations affecting the nature of the structure and the operations therein.
- (13) The Lessee hereby agrees to conform to and abide by the Rules and Regulations of the Asheboro Airport Authority in effect at the time of the commencement of this Agreement and as the same may be amended in the future.
- (14) The Lessee does hereby promise and agree to hold harmless and indemnify the Asheboro Airport Authority and the City of Asheboro for any costs, losses, and/or damages caused by the Lessee and its guests, licensees, successors, assigns, and/or contractors arising out of or in the course of the use of the demised property. The costs and damages that fall within the scope of this hold harmless and indemnification provision include, without limitation, any and all attorneys' fees, court costs, damage awards of any kind, and any other costs or charges arising out of any litigation based, in whole or in part, on the intentional or negligent acts of the Lessee and its guests, licensees, successors, assigns, and/or contractors.
- (15) The Lessee shall be responsible for maintaining all insurance, including fire and extended coverage insurance.
- (16) E-Verify Compliance Section: Pursuant to Section 143-133.3 of the North Carolina General Statutes, the Asheboro City Council is prohibited from entering into contracts such as this Agreement unless the contractor, which is the Lessee in this case, and the contractor's subcontractors under the contract comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Article 2 of Chapter 64 establishes North Carolina's E-Verify requirements for employers. For the sole and limited purpose of creating a valid contract with the City of Asheboro, the Lessee hereby represents and covenants that the Lessee and its contractors and subcontractors who may perform work on the demised premises are compliant, and will remain compliant throughout the duration of this Agreement, with the cited requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Lessee acknowledges and agrees that the City of Asheboro is relying upon this E-Verify compliance section in order to enter into this Agreement. The parties agree to this contractual provision only to the extent authorized by law.

(17) Lessor and Lessee each acknowledge and represent that it is duly organized, validly existing, and in good standing and has the right, power, and authority to enter into this Agreement and bind itself hereto through the official set forth below as signatory for the party.

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

Lessor:

CITY OF ASHEBORO

By: _____

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

ATTEST:

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

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

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

WITNESS my hand and official stamp or seal, this the _____ day of _____, 2019.

Signature of Notary Public

Printed or Typed Name of Notary Public

My commission expires:

Lessee:

CIVIL AIR PATROL

By: _____

John Salvador, Chief Operating Officer
Civil Air Patrol

STATE OF _____
COUNTY OF _____

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

WITNESS my hand and official stamp or seal, this the _____ day of _____, 2019.

Signature of Notary Public

Printed or Typed Name of Notary Public

My commission expires:

[EXHIBIT 1 that is referenced within ATTACHMENT A is on file in the city clerk's office.]

(d) Discussion of aligning the terms of the FBO lease agreement with a potential fuel truck lease agreement.

Mr. Leonard reported that progress has been made with making arrangements to upgrade the fuel truck at the Asheboro Regional Airport. The Asheboro Airport Authority and Cardinal Air, LLC, which is the airport's FBO, have agreed in principle that the FBO will lease an upgraded fuel truck for use at the airport and, in exchange for this investment in a five-year fuel truck lease, the airport authority will recommend a modification of the existing FBO agreement to compensate Cardinal Air for this investment.

Once the airport authority has a detailed recommendation for the City Council, the Council will initiate the statutorily prescribed process for considering a modification of the FBO lease agreement. At this specific meeting, no formal action was requested of the Council on this topic, and none was taken.

13. Annexation items:

(a) Consideration of a petition to annex approximately 49.228 acres of land at the end of Nottingham Street (Randolph County Parcel Identification Numbers 7752547146, 7752640158, and part of 7752655565).

After receiving an overview of the annexation petition from City Engineer Michael Leonard, Council Member Bell moved to adopt the following resolution by reference, and Council Member Swiers seconded the motion. Council Members Bell, Burks, Carter, Moffitt, Redding, and Swiers voted in favor of the motion and thereby approved the following resolution. There were no dissenting votes.

RESOLUTION NUMBER 45 RES 11-19

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE THE SUFFICIENCY OF THE ANNEXATION PETITION SUBMITTED BY OSOTT, LLC

WHEREAS, OSOTT, LLC, a North Carolina limited liability company, (the “Petitioner”) has submitted a petition requesting the annexation into Asheboro of approximately 49.228 acres of land owned by the Petitioner at the end of Nottingham Street; and

WHEREAS, the land for which annexation has been requested (the “Annexation Area”) is more specifically identified by Randolph County Parcel Identification Numbers 7752547146 and 7752640158 and as a portion of Randolph County Parcel Identification Number 7752655565; and

WHEREAS, the Annexation Area is contiguous to Asheboro’s primary city limits; and

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

WHEREAS, the Asheboro City Council has decided to proceed with the statutorily prescribed voluntary annexation process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the city clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify to the council the results of her investigation.

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

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

ATTEST:

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

In anticipation of the Council’s above-stated action, the city clerk prepared the following certification in advance of the council meeting and submitted this certificate for the council’s review.

CERTIFICATE OF SUFFICIENCY
(Annexation Petition Received from OSOTT, LLC)

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

I, Holly H. Doerr, am the City Clerk for the City of Asheboro. I hereby certify that, with the assistance of staff members in various city departments, I have investigated the annexation petition submitted by OSOTT, LLC, a North Carolina limited liability company (the “Petitioner”). I further certify that the following paragraphs accurately state the information obtained during the course of my investigation of the annexation petition.

The Petitioner requests the annexation into Asheboro of the company’s approximately 49.228 acres of land at the end of Nottingham Street. The land for which the petitioner has requested annexation (the “Annexation Area”) is more specifically identified by Randolph County Parcel Identification Numbers 7752547146 and 7752640158 and as a portion of Randolph County Parcel Identification Number 7752655565.

On the basis of my investigation, I have concluded that all of the owners of the real property lying in the Annexation Area have signed the prescribed petition. The petition appears to be sufficient to satisfy the provisions of Section 160A-31 of the North Carolina General Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Asheboro in order to make this certification effective as of the 7th day of November, 2019.

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

In light of the preceding council action and the submittal of the city clerk's certification document, Mr. Leonard then presented, for the council's consideration, a resolution setting the date for an advertised hearing on the question of the requested annexation. Council Member Moffitt moved to adopt the following resolution by reference, and Council Member Bell seconded the motion. Council Members Bell, Burks, Carter, Moffitt, Redding, and Swiers voted in favor of the motion and thereby approved the resolution. There were no dissenting votes.

RESOLUTION NUMBER 46 RES 11-19

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE
QUESTION OF THE REQUESTED ANNEXATION OF
LAND OWNED BY OSOTT, LLC**

WHEREAS, OSOTT, LLC, a North Carolina limited liability company, (the "Petitioner") properly submitted a petition requesting the annexation into Asheboro of approximately 49.228 acres of the company's land at the end of Nottingham Street; and

WHEREAS, the land for which annexation has been requested is more specifically identified by Randolph County Parcel Identification Numbers 7752547146 and 7752640158 and as a portion of Randolph County Parcel Identification Number 7752655565; and

WHEREAS, pursuant to a previously adopted resolution, the city clerk investigated the sufficiency of the annexation petition; and

WHEREAS, the city clerk certified the sufficiency of the petition for proceeding with setting the date for a public hearing on the question of the requested annexation pursuant to Section 160A-31 of the North Carolina General Statutes.

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

Section 1. A public hearing on the question of annexing the territory described in Section 2 of this Resolution will be held in the council chamber on the second floor of Asheboro City Hall at 146 North Church Street, Asheboro, North Carolina 27203 during a regular meeting of the Asheboro City Council that will begin at 7:00 p.m. on December 5, 2019.

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

Back Creek Township, Randolph County, North Carolina:

BEGINNING on the existing City of Asheboro primary city limits line at a computed point that is located by means of the North Carolina Coordinate System at the coordinates of North 723,051.98 Ground US Survey Feet and East 1,756,300.82 Ground US Survey Feet (NAD 83 (2011)); thence from the beginning point and departing from the existing City of Asheboro

primary city limits line by following the proposed City of Asheboro primary city limits line along the public right-of-way line established by NCDOT Project 8.1579102 on the north side of Vision Drive (North Carolina Secondary Road 2269) that is also the southern boundary line of the OSOTT, LLC property for which annexation has been requested (the area identified for annexation in the OSOTT, LLC annexation petition (this area will be hereinafter referred to as the "Annexation Area") is identified by Randolph County Parcel Identification Numbers 7752547146 and 7752640158 and as a portion of the parcel of land identified by Randolph County Parcel Identification Number 7752655565; this OSOTT, LLC property is more specifically described as Tract 1 and Tract 2 in the North Carolina General Warranty Deed recorded in the Office of the Register of Deeds for Randolph County, North Carolina ("Randolph County Registry") in Deed Book 2637, Page 220 and also in the North Carolina General Warranty Deed recorded in Deed Book 2655, Page 935, Randolph County Registry) the following courses and distances: South 63 degrees 32 minutes 01 second West 389.03 feet to an existing concrete right-of-way monument that is up 8"; thence South 32 degrees 56 minutes 03 seconds East 7.24 feet to an existing concrete right-of-way monument that is up 10"; thence South 66 degrees 37 minutes 24 seconds West 162.30 feet to an existing concrete right-of-way monument that is up 10"; thence continuing to follow the proposed City of Asheboro primary city limits line along the eastern margin of the public right-of-way for the ramp to Interstate Highway 73/74 in a southeasterly direction along the arc of a curve with a radius of 204.31 feet and an arc length of 193.96 feet (delta angle 54 degrees 23 minutes 35 seconds) a chord bearing and distance of South 71 degrees 08 minutes 12 seconds East 186.76 feet to a computed point; thence continuing to follow the proposed City of Asheboro primary city limits in a southeasterly direction along the arc of a curve with a radius of 446.44 feet and an arc length of 147.16 feet (delta angle 18 degrees 53 minutes 13 seconds) a chord bearing and distance of South 34 degrees 37 minutes 36 seconds East 146.50 feet to an existing concrete right-of-way monument that is up 8"; thence continuing to proceed along the eastern margin of the public right-of-way for Interstate Highway 73/74 and the proposed City of Asheboro primary city limits the following courses and distances: North 10 degrees 09 minutes 45 seconds West 355.33 feet to an existing right-of-way concrete monument that is up 6"; thence North 04 degrees 20 minutes 04 seconds West 1,323.52 feet to an existing concrete right-of-way monument that is up 6"; thence North 04 degrees 20 minutes 39 seconds West 831.88 feet to a 1/2" existing iron rod/pipe that is up 6" at the northwest corner of the Annexation Area; thence departing from the eastern margin of the public right-of-way for Interstate Highway 73/74 and following the proposed City of Asheboro primary city limits along the northern boundary line of the Annexation Area, which is contiguous to the Lucy Allred King, Trustee property described in Deed Book 1772, Page 1120, Randolph County Registry, the following courses and distances: South 86 degrees 46 minutes 43 seconds East 425.55 feet to a 1/2" existing iron rod/pipe that is up 6" and is located by means of the North Carolina Coordinate System at the coordinates of North 725,476.27 Ground US Survey Feet and East 1,755,738.82 Ground US Survey Feet (NAD 83 (2011)); thence South 86 degrees 47 minutes 38 seconds East 277.07 feet to a cotton gin spike that is flush with the ground; thence North 84 degrees 13 minutes 51 seconds East 8.67 feet to a 1/2" existing iron rod/pipe that is flush with the ground at the northeast corner of the Annexation Area and on the existing City of Asheboro primary city limits line; thence proceeding along the existing City of Asheboro primary city limits line and the railroad right-of-way South 11 degrees 24 minutes 30 seconds West 12.41 feet to a computed point; thence following the existing City of Asheboro primary city limits line and railroad right-of-way in a southeasterly direction along the arc of a curve with a radius of 1,616.59 feet and an arc length of 360.26 feet (delta angle 12 degrees 46 minutes 06 seconds) a chord bearing and distance of South 03 degrees 19 minutes 23 seconds East 359.51 feet to a 60d nail set at the base of a 1/2" existing iron rod/pipe that is flush with the ground; thence North 88 degrees 23 minutes 40 seconds East 49.63 feet to a computed point; thence continuing to follow the existing City of Asheboro primary city limits along the eastern boundary of the Annexation Area that runs with the western margin of the 100-foot Norfolk Southern Railroad Right-of-Way by proceeding in a southeasterly direction along the arc of a curve with a radius of 1,554.80 feet and an arc length of 192.84 feet (delta angle 07 degrees 06 minutes 23 seconds) a chord bearing and distance of South 13 degrees 18 minutes 21 seconds East 192.72 feet to a computed point; thence continuing along the existing City of Asheboro primary city limits line and the western margin of the 100-foot Norfolk Southern Railroad Right-of-Way the following courses and distances: South 16 degrees 25 minutes 03 seconds East 410.13 feet to a computed point; thence in a southeasterly direction along the arc of a curve with a radius of 2,866.64 feet and an arc length of 659.87 feet (delta angle 13 degrees 11 minutes 20 seconds) a chord bearing and distance of South 09 degrees 58 minutes 01 second East 658.42 feet to a computed point; thence continuing along the existing City of Asheboro primary city limits line and the western

In light of the preceding Council action and the submittal of the city clerk's certification document, Mr. Leonard then presented, for the Council's consideration, a resolution setting the date for an advertised hearing on the question of the requested annexation. Council Member Moffitt moved to adopt the following resolution by reference, and Council Member Burks seconded the motion. Council Members Bell, Burks, Carter, Moffitt, Redding, and Swiers voted in favor of the motion and thereby approved the resolution. There were no dissenting votes.

RESOLUTION NUMBER 48 RES 11-19

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE QUESTION OF THE REQUESTED ANNEXATION OF LAND OWNED BY J. TRUMAN STOUT, TRUSTEE UNDER THE TRUMAN STOUT LIVING TRUST

WHEREAS, J. Truman Stout, Trustee under the Truman Stout Living Trust, has submitted, by and through his Agent, Diane C. Hill, under a General Power of Attorney recorded in the Office of the Register of Deeds for Randolph County, North Carolina in Book of Record 2639, Page 968, a petition requesting the annexation into Asheboro of approximately 2.601 acres (113,281 square feet) of the petitioner's land at 1730 East Salisbury Street, Asheboro, North Carolina 27203; and

WHEREAS, the land for which annexation has been requested is more specifically identified by Randolph County Parcel Identification Number 7761722161; and

WHEREAS, pursuant to a previously adopted resolution, the city clerk investigated the sufficiency of the annexation petition; and

WHEREAS, the city clerk certified the sufficiency of the petition for proceeding with setting the date for a public hearing on the question of the requested annexation pursuant to Section 160A-31 of the North Carolina General Statutes.

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

Section 1. A public hearing on the question of annexing the territory described in Section 2 of this Resolution will be held in the council chamber on the second floor of Asheboro City Hall at 146 North Church Street, Asheboro, North Carolina 27203 during a regular meeting of the Asheboro City Council that will begin at 7:00 p.m. on December 5, 2019.

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

Asheboro Township, Randolph County, North Carolina:

BEGINNING at a 5/8" existing iron pipe with a cap that is up 4" at the northeast corner of the Truman Stout Living Trust property described in a deed recorded in the Office of the Register of Deeds for Randolph County, North Carolina (the "Randolph County Registry") in Deed Book 1742, Page 2384 (the described Truman Stout Living Trust property is identified by Randolph County Parcel Identification Number 7761722161 and is the property for which annexation has been requested; this property will be hereinafter referred to as the "Annexation Parcel"), the beginning point is on the existing City of Asheboro primary city limits line and is located by means of the North Carolina Coordinate System at the coordinates of North 712,262.707 feet and East 1,767,464.307 feet (NAD 27); thence from the beginning point and following the existing City of Asheboro primary city limits line South 00 degrees 05 minutes 27 second East 331.21 feet along the PERKY II of Asheboro, LLC and Lackey Investments, L.L.C. property described in Deed Book 1950, Page 1696, Randolph County Registry to a 1/2" existing iron pipe that is up 32" at the southeast corner of the Annexation Parcel; thence continuing along the existing City of Asheboro primary city limits line by following the southern boundary of the Annexation Parcel South 80 degrees 37 minutes 00 seconds West 343.03 feet to a 6" steel "I" beam that is up 5"; thence departing from the existing City of

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

WHEREAS, the Asheboro City Council concurs with this recommendation.

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

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

§ 50.008 CONNECTIONS OUTSIDE CITY LIMITS.

- (A) Unless a connection is expressly authorized by the provisions of this section, owner(s) of real property located outside the city limits are not permitted to connect to a city water line and/or sanitary sewer line.
- (B) Except as provided by this division, owner(s) of real property located outside the city limits seeking to connect to a city water line or sanitary sewer line must connect to both facilities and shall not have the option of connecting to one facility without the other. **If one of the following conditions is satisfied, real property located outside the city limits may be connected to either a city water line or ~~the~~ a city sanitary sewer lines line:**
- (1) The real property for which connection to either a city water line or city sanitary sewer line is sought consists of one and only one parcel of land that immediately adjoins an existing water or sanitary sewer line that is owned, operated, and maintained by the city; or
- (2) The City Council authorizes the connection of the real property to either a city water line or city sanitary sewer line due to severe topographical conditions or other factors peculiar to the site that would cause undue hardship if connection to both lines were to be required. **The City Council may grant such an authorization only after it has received a written request from the property owner(s) and entered one or more findings in the Council's meeting minutes specifying the unique hardship(s) warranting such an authorization.** The written request is to be submitted to the City Council through the City Manager, who shall act as the Council's agent.
- (C) Real property located outside of the city limits and already connected to either a city water line or city sanitary sewer line must be annexed into the city prior to the issuance of a connection permit authorizing the connection of the real property to a previously unavailable or unutilized line. **If the real property for which a connection permit is sought can only be annexed into the city by means of satellite annexation by petition, an exemption from this requirement may be granted by the City Council upon written request of the property owner(s) and upon the entry by the City Council in its meeting minutes of findings that the noncontiguous area in question cannot be annexed by petition of the owner(s) due to the area proposed for annexation failing to meet the standards prescribed by G.S. § 160A-58.1(b).**
- (D) When property owner(s) choose to apply for permission to connect to a city water line and/or sanitary sewer line concurrently with an on-going annexation procedure, permission to make the requested connection(s) may be granted at the following points in the annexation process.
- (1) If an annexation process has been initiated by petition of the property owner(s) requesting connection to the city water and/or sanitary sewer line(s), the connection(s) may be approved no sooner than the effective date of the ordinance extending the city limits to include the real property for which a connection permit is sought. **Notwithstanding any other provision in this Section, the City Council may authorize, prior to the effective date of the ordinance extending the city limits to include real property for which municipal**

water/sewer service is sought, a temporary connection permit allowing the requested connection with the municipal infrastructure so long as, and only so long as, such a permit is issued and maintained in strict compliance with the following conditions:

- (a) The annexation petitioner must submit a written request for a temporary connection permit. This written request must state with specificity the factors unique to the temporary connection permit applicant's situation that will cause undue hardship if connection to the municipal infrastructure is prohibited until the effective date of the annexation ordinance for which a petition has been properly submitted. Alleged hardships from the delayed connection that are common to the general public are not a proper basis for an exception to the generally applicable rule that temporary connection to the city's utility infrastructure in advance of the effective date of the applicable annexation ordinance is prohibited.
- (b) The written request for a temporary connection permit is to be submitted to the City Manager, who shall act as the City Council's agent for receiving and processing requests for temporary connection permits.
- (c) A decision by the City Council to authorize a temporary connection permit must be based upon one or more findings supporting the determination that an undue hardship will be created in the absence of the requested temporary connection permit. The required finding(s) shall be recorded in the City Council's meeting minutes.
- (d) The maximum duration of a temporary connection permit shall be either the length of time required for an annexation ordinance to become effective for the real property benefitted by the temporary connection permit or six calendar months measured from the 1st day of the month immediately following the issuance of the requested temporary connection permit, whichever time period is shorter.
- (e) Any fees paid under the applicable schedule of fees for the temporary connection permit shall be credited toward the cost of a standard connection permit issued after the effective date of the applicable annexation ordinance.

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

(E) As used in this section:

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

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

provisions of the Subdivision Ordinance pertaining to water and sewerage system improvements.

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

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

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

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

ATTEST:

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

14. Presentation of the websites that are currently under development for Sunset Theatre and the City of Asheboro.

Mr. Nuttall utilized a visual presentation in order to give the Council Members a glimpse of the websites for the Sunset Theatre and the City of Asheboro. The city's website committee has been working to update these websites in order to make them more user friendly. Once final modifications are made and revisions are completed, city staff will launch these updated websites.

No formal action was taken by the Council Members during this portion of the meeting.

15. Discussion of potential changes in the council's meeting schedule for 2020.

Mayor Smith led a discussion of the potential changes in the council's meeting schedule for 2020. Due to the Labor Day holiday, the September 2020 meeting will be scheduled for September the 17th instead of September the 10th. No other scheduling changes were proposed.

An ordinance setting the schedule for regular meetings during the 2020 calendar year will be presented for adoption during the City Council's next regular meeting on December 5, 2019.

16. Items not on the agenda and upcoming events.

Before discussing upcoming events, Mayor Smith asked the Council to take action on a matter of great importance to the community, namely maintaining access to local healthcare. The requested action was to adopt a resolution expressing support for a potential application by the Randolph County Board of Commissioners under the Rural Health Stabilization Act.

The Council Members were in full agreement with this request. Accordingly, Council Member Moffitt moved, and Council Member Swiers seconded the motion, to adopt the following resolution by reference. Council Members Bell, Burks, Carter, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

The adopted resolution provided as follows:

RESOLUTION NUMBER 49 RES 11-19

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION SUPPORTING THE RANDOLPH COUNTY BOARD OF COMMISSIONERS' APPLICATION FOR THE RURAL HEALTH STABILIZATION ACT

WHEREAS, the City of Asheboro recognizes access to nearby healthcare is an essential service to have in order to sustain and grow jobs, and for the health of our citizens; and

WHEREAS, access to local healthcare has been identified by the City of Asheboro Strategic Plan and The Randolph County Strategic Plan as key assets in our community's ability to grow and thrive; and

WHEREAS, local hospital healthcare and its services in Randolph County employ 800 local residents with an annual payroll of \$55 million and an overall economic impact to Randolph County of \$209 million annually; and

WHEREAS, local hospital services treat 38,000 emergency patients annually, hundreds of whom would not survive transport to an out-of-county emergency department; and

WHEREAS, the loss of local hospital healthcare and services would severely impact the public health and safety operations of the City of Asheboro Fire and Police Departments; and

WHEREAS, local hospital-owned physician practices treat 125,000 patients annually, and the local hospital-owned Cancer Center treats 10,000 patients close-to-home; and

WHEREAS, loss of those jobs would have an immediate, negative and long-term impact on the overall local economy and on Randolph County's ability to attract new business and industry; and

WHEREAS, loss of those services would have an immediate and negative impact on Randolph County citizens as they would have to travel away from home for basic and essential healthcare, and hundreds of lives will be lost due to lack of nearby emergency services and care; and

WHEREAS, the North Carolina legislature has adopted a Rural Health Stabilization Act that would allow Randolph County to apply for loan funds that would sustain local, essential healthcare services while a healthcare successor constructs a new replacement facility; and

WHEREAS, these loan funds would allow for the continuation of local jobs, local payroll spending, and local healthcare services for Randolph County citizens.

THEREFORE, BE IT RESOLVED, that the City Council of the City of Asheboro fully supports the Randolph County Board of Commissioners' application for the Rural Health Stabilization Act.

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

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

ATTEST:

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

After the adoption of the resolution printed above, Mayor Smith led a brief discussion of upcoming events occurring within the city government and the community in general. No action was taken by the City Council as a result of this discussion of upcoming events.

There being no further business, the meeting was adjourned at 9:22 p.m.

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

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