

**REGULAR MEETING  
ASHEBORO CITY COUNCIL  
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING  
THURSDAY, FEBRUARY 6, 2020  
7:00 PM**

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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  
Jane H. Redding     )  
Katie L. Snuggs     )  
Charles A. Swiers    )

Walker B. Moffitt   ) – Council Member Absent

John N. Ogburn, III, City Manager  
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal  
Charles J. Garner, Code Enforcement Officer  
Michael L. Leonard, PE, City Engineer  
Randy C. Purvis, Chief Building Inspector  
Deborah P. Reaves, Finance Director  
Jonathan M. Sermon, Recreation Services Director  
Jeffrey C. Sugg, City Attorney  
D. Richard Thompson, Jr., Police Captain

**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. Recognition of guests and citizens.**

Mayor Smith welcomed Mr. Trenton King, a boy scout who is in Troop 527, who was in attendance as a requirement for his citizen badge.

**4. Public comment period.**

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

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

**5. Presentation of a *Key to the City*.**

On behalf of the City of Asheboro Mayor Smith presented a *Key to the City* to members of the Asheboro Housing Authority Board of Commissioners in honor of the board's 50 years of public service to the citizens of Asheboro. Mr. Robert Lawler, Executive Director, Mr. Harold Williams, Mr. Carle Hall, and Mr. Van Rich were in attendance

and accepted the award on behalf of the Asheboro Housing Authority Board of Commissioners.

**6. The year-end audit report for fiscal year 2018-2019.**

The city council received from Mr. Steve Hackett, CPA, with the firm of William R. Huneycutt, CPA the audit report for the fiscal year that ended June 30, 2019. During his presentation, Mr. Hackett reported that the city received what is commonly referred to as a “clean audit” (currently also referred to as an “unmodified opinion”). A “clean audit” means the city’s financial statements are fairly presented in accordance with generally accepted accounting principles for the year ending June 30, 2019.

The council members expressed their satisfaction with the audit report and their general consent to the acceptance of the report from the auditor. A copy of the written audit report is available for inspection in the city’s finance department.

**7. Update on an application for Rural Health Care Stabilization Funding.**

Ms. Angela Orth, who is the Chief Executive Officer for Randolph Health, gave an overview of the recent application for Rural Health Care Stabilization Funding. During her presentation, Ms. Orth reported to the city council members that Randolph Health qualifies for Rural Health Care Stabilization Funding. On January 23, 2020, an application was submitted by Randolph County for a \$20,000,000 loan in order to protect the availability of local healthcare. The application has been reviewed by a committee consisting of UNC Healthcare staff and faculty members, on behalf of the N.C. General Assembly. The feedback from the committee indicated that Randolph County demonstrated significant need for the funding.

Additionally, Ms. Orth reported that certain stipulations are required in order to receive the funding. Randolph Health must have a debt restructuring plan in place along with a successor system. The successor health system would build a new model of care in that a new smaller facility would be constructed that would house an emergency department, along with inpatient and outpatient care. The facility would predominantly consist of outpatient care. According to Ms. Orth, ongoing discussions with certain health care entities have taken place in hopes that a successor will be secured. Ms. Orth will update the city council as more information becomes available.

At the conclusion of her presentation, Ms. Orth thanked the city council and city staff for its support in preserving healthcare in Randolph County. No formal action was taken by the city council during this portion of the meeting.

**8. Consent agenda.**

Upon motion by Council Member Burks and seconded by Council Member Bell, the Council voted unanimously to approve/adopt the following consent agenda items. Council Members Bell, Burks, Carter, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes.

**(a) The meeting minutes for the city council’s regular meeting held on January 9, 2020.**

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 December 2, 2019.**

The minutes of the meeting held by the Asheboro ABC Board on December 2, 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) An ordinance to amend the General Fund.

07 ORD 2-20

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

WHEREAS, due to uneven terrain, the Engineering Department needed a four wheel drive diesel utility vehicle & some equipment to survey the Zoo City Sportsplex property, and;

WHEREAS, due to the need to begin surveying the property immediately, on January 19<sup>th</sup>, 2020, the City Manager authorized a transfer of funds between departments in order to appropriate the funds needed, and;

WHEREAS, as outlined in the Budget Ordinance, the City Manager needs to report the amendment detail for formal approval at the next scheduled council meeting, and;

WHEREAS, the City Council of 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 that following revenue and expense line items are changed as follows:

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-500-1501	Building Maintenance & repair	(17,000)
10-575-7400	Capital Outlay	15,000
10-575-3400	Other Supplies & Eq.	2,000
		<hr/> 0

Adopted this 6th day of February, 2020.

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

ATTEST:

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

**9. Summary of the bid process results and request for the award of a contract to the apparent lowest responsible, responsive bidder for site work and erosion control for the Zoo City Sportsplex Project.**

City Engineer Michael Leonard, PE, presented to the council a summary of the bids received for site work and erosion control for the Zoo City Sportsplex Project. The following bids for "Contract No. 1 – General Contract: City of Asheboro, Zoo City Sportsplex Project" were opened at 2:00 p.m. on January 21, 2020:

1.	Terry's Plumbing & Utilities	\$3,700,315.31
2.	Triangle Grading & Paving, Inc.	\$4,340,487.00
3.	CT Wilson Construction Co., Inc.	\$4,625,717.77
4.	BridgePoint Civil, LLC	\$6,338,298.21
5.	S & S Building and Development, LLC	\$6,943,492.70

The bid discussion included the notation that a 31¢ error had occurred when the apparent low bidder extended the unit price into the “total” column. However, the bid documents provide that the unit price is controlling.

Mr. Leonard recommended that the council award the contract for the Zoo City Sportsplex Project to the lowest responsible, responsive bidder which was Terry’s Plumbing & Utilities with a bid of \$3,700,315.31. Council Member Bell moved to waive the 31¢ computational error as an informality and to award the contract to the said lowest responsible, responsive bidder.

Council Member Swiers seconded the motion. Council Members Bell, Burks, Carter, Redding, Snuggs, and Swiers voted unanimously in favor of the motion and awarded “Contract No. 1 – General Contract: City of Asheboro, Zoo City Sportsplex Project” to Terry’s Plumbing & Utilities, Inc. at a total unit price contract amount of \$3,700,315.31.

A copy of the certified bid tabulation is on file in the city clerk’s office.

**10. The annual building inspections department report.**

Chief Building Inspector Randy Purvis presented an overview of the Building Inspection Department’s activities during 2019. The department’s report reflected a total of 984 permits with a total of \$149,964.25 in revenue received.

A copy of the written report submitted to the council is on file in the city clerk’s office. No action was taken by the council during this portion of the meeting.

**11. The annual code enforcement report.**

Code Enforcement Officer Charles Garner utilized a visual presentation in order to provide an overview of the code enforcement office’s activities during the preceding year. Mr. Garner’s report reflected a total of 408 recorded violations for 2019. These violations included, but were not limited to, unlawful tent cities and dilapidated structures.

A copy of the visual presentation utilized by Mr. Garner is on file in the city clerk’s office. No action was taken by the council during this portion of the meeting.

**12. Recreation Services Items:**

- (a) A recreation center update, including a request to amend the Asheboro Cultural and Recreation Services Schedule of Deposits, Fees, and Charges.**

Recreation Services Director Jonathan Sermon reported that the fee schedule should be updated to account for additional services and rentals that are now available with the opening of the city’s recreation center. During his presentation, Mr. Sermon highlighted that in addition to adding party room rental rates at the skate park (\$20.00 per hour with a Rec Card and \$30.00 per hour for non-residents), the following fees should be implemented within the Asheboro Cultural and Recreation Services Schedule of Deposits, Fees, and Charges.

**[The remainder of this page is intentionally left blank. An excerpt of the schedule of fees is located on the following page.]**

<b>RECREATION CENTER</b>		<i>Applies to All</i>	
Adult Lap Swim		\$	2.00
		<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
Aquatic & Group Fitness Classes	\$ 2.00	\$	3.00
Class Pass (15 admissions)	\$ 20.00	\$	35.00
Open Gym Activities	\$ 1.00	\$	2.00
Senior Programs			
Aquatic & Group Fitness Classes	FREE	\$	1.00
Lap Swim	FREE	\$	1.00
Open Gym Activities	FREE	\$	1.00
Senior Games Practice Activities	FREE		FREE
Rentals			
Security Deposit	\$ 100.00	\$	100.00
Conference Room Rental (per hour)	\$ 20.00	\$	30.00
Multipurpose Room Rental (per hour)	\$ 40.00	\$	60.00
Gym Rental (per hour)	\$ 60.00	\$	90.00
Pool Rental (2 hours)	\$ 120.00	\$	180.00
Pool Rental (3 hours)	\$ 180.00	\$	270.00

\* All pool rentals are limited to a maximum capacity of 30 persons.  
\* Each pool rental includes 1 Manager, 2 Lifeguards and the use of the party room for food and beverages.

Additionally, Mr. Sermon recommended that the following fees should be eliminated.

<b>ROOM RENTAL</b>	<i>Rec-Card-Fees</i>	<i>Non-Resident-Fees</i>
1-Hour	\$ 20.00	\$ 25.00
1/2-Day	\$ 60.00	\$ 75.00
Full-Day	\$ 100.00	\$ 125.00

Upon motion by Council Member Bell and seconded by Council Member Carter, the Council voted to implement the recommended fee changes by unanimously adopting the following ordinance by reference. Council Members Bell, Burks, Carter, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes.

**ORDINANCE NUMBER 08 ORD 2-20**

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

**AN ORDINANCE AMENDING THE ASHEBORO CULTURAL AND RECREATION SERVICES SCHEDULE OF DEPOSITS, FEES, AND CHARGES**

**WHEREAS**, the Asheboro Cultural and Recreation Services Schedule of Deposits, Fees, and Charges (the “Fee Schedule”) is used to determine the amount of money to be collected from individuals and organizations wishing to utilize various cultural and recreation services, including facility/equipment rentals, offered by the city; and

**WHEREAS**, the recreation services director and the city manager have recommended updating the Fee Schedule to specify additional services and rentals that, with the commencement of recreation center operations, are now available; and

**WHEREAS**, the proposed amendments to the Fee Schedule are attached to this Ordinance as EXHIBIT 1 and are hereby incorporated into this Ordinance by reference as if copied fully herein; and

**WHEREAS**, the Asheboro City Council concurs with the recommendations made by the recreation services director and the city manager.

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

**Section 1.** The Fee Schedule is hereby rewritten to provide as specified in EXHIBIT 1. The provisions of the Fee Schedule that are not expressly modified by the contents of EXHIBIT 1 shall continue in full force and effect without alteration.

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

**Section 3.** This Ordinance shall be in full force and effect upon and after March 1, 2020.

**This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 6<sup>th</sup> day of February, 2020.**

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

ATTEST:

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

[Exhibit 1 is on file in the city clerk's office.]

- (b) A proposed amendment to the Sunset Theatre rules to provide for the rental of concession equipment.

Mr. Sermon reported that inquiries have been made about the possibility of renting some of the city-owned concession equipment during a rented event that includes the sale of wine and beer. During his presentation, Mr. Sermon presented and recommended adoption, by reference, of an ordinance amending Article XIV in the Cultural and Recreation Services Policy Manual in order to accommodate such requests by qualified renters.

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

ORDINANCE NUMBER 09 ORD 2-20

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AN ORDINANCE AMENDING ARTICLE XIV IN THE  
CULTURAL AND RECREATION SERVICES POLICY MANUAL**

**WHEREAS**, the City of Asheboro Cultural and Recreation Services Policy Manual contains the rules and regulations applicable to the city's cultural and recreational facilities; and

**WHEREAS**, Section 98.01 (Adoption by Reference) of the Code of Asheboro provides that the City of Asheboro Cultural and Recreation Services Policy Manual (the "Manual") has been adopted by the Asheboro City Council by reference and made a part of the Code of Asheboro; and

**WHEREAS**, within the Manual, Article XIV contains the regulatory provisions applicable to the Sunset Theatre, which is administered as part of the city's cultural and recreation services system; and

**WHEREAS**, in response to expressions of interest in the possibility of renting city-owned concession equipment for use during events that include the sale of wine and beer, the



possession and consumption of unfortified wine and/or malt beverages within the Facility is granted, such an authorization is subject to the following rules and regulations:

- (1) Unfortified wines and/or malt beverages are the only types of alcoholic beverages that the Director may allow in the Facility. All other types of alcoholic beverages are prohibited.
  - (2) The sale of wine and/or malt beverages within the Facility is subject to the rules and regulations found in Section 14.3. The possession and consumption of unfortified wine and/or malt beverages within the Facility is subject to strict regulation by the Director.
  - (3) The restrictions imposed by the City upon the possession and consumption of wine and/or malt beverages during an event held in the Facility will be specified in a distribution and consumption management plan attached to the approved rental agreement. The applicant requesting approval for the possession and consumption of wine and/or malt beverages must provide a proposed distribution and consumption management plan for review when the rental agreement is submitted to the Department.
  - (4) In addition to complying with the approved distribution and consumption management plan, the renter and the renter's agents, contractors, and any other type of representatives must strictly comply with all applicable laws and rules, specifically including without limitation all statutes, ordinances, and regulations pertaining to alcoholic beverage control.
- (B) Smoking and tobacco products are prohibited in the Facility.
- (C) Sponsorship and fee related regulations:
- (1) The Director reserves the right to co-sponsor an event.
  - (2) A \$100 security deposit must be paid at the time of reservation to secure an event date. The fee shall be submitted in the manner prescribed by the Department. Multiple dates will require multiple deposits.
  - (3) Violation of the rental agreement will result in the forfeiture of the security deposit to the City.
  - (4) If the user fees described in the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments (the "Fee Schedule") are not paid at least 48 hours before the start of an event, the event will be cancelled.
  - (5) If advance tickets have been sold for a canceled event, the renter is responsible for either reimbursing ticket holders or honoring at a future event sponsored by the same renter the advance tickets that have already been sold. The renter is responsible for advertising the cancellation.
  - (6) Failure to pay the rental fee will result in the denial of access to the Facility.
  - (7) Unless otherwise noted in the Fee Schedule, the maximum daily rental period is one 8-hour period, including load-in and load-out. Unless specific provisions to the contrary are noted in the approved rental agreement, the latest closing time is Midnight. If an event exceeds the approved rental period, the security deposit shall be forfeited to the City.
- (D) Insurance and liability waivers:
- (1) When the Facility is rented for an event open to the public, or if a fee is charged for admission to the event, the renter shall pay for and maintain at all times during the individual or entity's use of the Facility comprehensive and general liability insurance coverage with primary limits of liability of no less than

\$1,000,000 per occurrence for bodily injury and property damage. In order to prove the required insurance coverage is in effect, the renter shall furnish to the City a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be in the Department's possession no later than 48 hours prior to the scheduled event. Failure to provide the required proof of insurance will result in the cancellation of the event. Furthermore, the applicant must agree to forever hold harmless and to fully indemnify the City and its personnel, agents, officials, and city council, in both their official and individual capacities, from any and all judgments, liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any person or entity by reason of any negligent or willful act or omission by the applicant or its officers, employees, agents, or contractors in connection with the applicant's use of the Facility.

- (2) If the event is closed to the general public, and no admission fee is charged, a liability waiver shall be required in lieu of liability insurance coverage.
- (E) The assignment of a rental agreement pertaining to the Facility, or the assignment of any right found within a Facility rental agreement, is strictly prohibited. Furthermore, the subletting of the Facility is strictly prohibited.
- (F) Facility operational issues:
- (1) The renter must designate with the Department a representative who will be responsible for all phases of the event and who will be on site the entire time the event is taking place.
  - (2) The maximum number of tickets sold for any one event shall be determined by the set-up of the Facility for the event and the total number of seats available under the chosen Facility set-up.
  - (3) By way of illustration and not limitation, the Department may deny to any potential renter the use of the Facility for the following reasons:
    - (a) The proposed event may result in damage to the Facility.
    - (b) The proposed event is inconsistent with the Department's policies and practices.
    - (c) The Director forms an articulable opinion that an event creates an environment conducive to the occurrence within the Facility of one or more identifiable unlawful activities.
    - (d) The proposed event has the articulable and realistic potential to be detrimental to the character of the theatre as a multi-purpose community facility.
  - (4) A City employee will be in attendance as the Department's representative to oversee and supervise all events held at the Facility. Such a staff member will be certified in first aid and cardio pulmonary resuscitation, will have the knowledge and ability to enforce the Facility's rules & regulations, and will have knowledge of the Facility's electrical, HVAC, and lighting systems. The Department's representative at the event has the authority to require anyone to leave the Facility at any time for violation of the Facility's rules and regulations and for engagement in any other form of unlawful or otherwise improper conduct.
  - (5) Prior to using the Facility, either the renter or an authorized representative of the renter must participate in a walk-through inspection of the Facility. Any damaged, broken, or malfunctioning equipment or furnishings present in the Facility shall be recorded at this time. A second walk-through shall be made at the completion of the event, and any variance in the condition of the Facility and its contents between the times of the respective walk-throughs shall be

recorded. The renter will be billed for the recorded damages. Payment of this bill for damages is due within five business days of the date of the invoice.

- (6) No rice or birdseed is to be thrown inside the Facility.
- (7) If generally accepted best practices for a venue such as the Sunset Theatre indicate that on-site security should be deployed for a proposed event, the renter is responsible for procuring and paying for the services of properly trained security/off-duty law enforcement personnel.
- (8) Department staff members, in addition to the Asheboro Police Department, shall have access to all areas of the Facility at all times before, during, and after the event.
- (9) The renter is responsible for cleaning the Facility after the event concludes. Before vacating the Facility's premises, the renter must ensure that the Facility is restored, with the exception of ordinary wear and tear, to the condition in which the Facility was found at the time of the pre-event walkthrough previously referenced in these rules and regulations.
- (10) If the renter fails to clean-up the facility as required by the rental agreement and these rules and regulations, the renter's security deposit will be forfeited to the City.
- (11) Cleaning supplies and trash can liners are available for use. Trash shall be deposited in the designated locations.
- (12) Items left in the Facility for disposition and/or disposal by the City will result in the forfeiture of the renter's security deposit to the City. Furthermore, any such items found in the Facility after the termination of the rental agreement will be deemed to be abandoned property that is subject to removal and disposition in the sole discretion of the City.
- (13) In the absence of explicit approval from Department personnel, no decorations, posters, pictures, banners, or other such items shall be fastened to the Facility's walls, windows, woodwork, doors, or curtains.
- (14) In the absence of explicit approval from Department personnel, no decorations, posters, pictures, banners, or other such items may be placed on stands in any area of the Facility.
- (15) No nails, tacks, staples, or screws of any kind may be applied to any part of the interior or exterior of the Facility.
- (16) Only approved tapes, such as blue painter's tape and gaff tape, may be applied to the stage floor. If an approved tape is applied to the stage floor, the tape must be completely removed by the renter prior to the termination of the rental agreement.
- (17) No painting, wood cutting, or drilling shall be done on the stage or in the adjacent support areas.
- (18) All scenery elements are to be flame retardant. The use of open flame (candles, matches, lighters, etc.) is expressly prohibited.
- (19) No scenery, stage furniture, props, costumes, equipment, or other types of items may block any exits, loading doors, storage rooms, sidewalks, or parking areas at any time.
- (20) Any stage props that have power must meet current electrical codes. Such props are subject to inspection and approval. Any props that do not pass inspection are subject to immediate removal from the Facility.

- (21) The renter is encouraged to provide posters, banners, and promotional material for the "Coming Attractions" display board at the theatre's entrance. Any items to be displayed on the "Coming Attractions" board are subject to approval by the Department.
  - (22) The renter shall not change the location or use of the lobby displays, easels, or signs without prior approval.
- (G) The renter shall ensure, and does warrant by executing the rental agreement, that all copyrighted material to be performed within the Facility has been duly licensed or consent has been obtained from the copyright owners or their representatives. Furthermore, the renter agrees to indemnify and hold the City harmless from any and all claims, losses, or expenses incurred as a result of intellectual property law compliance issues. By way of illustration and not limitation, the renter shall pay all of the City's costs and expenses, including reasonable attorney's fees, incurred in defense of or as a result of any claims respecting copyrights, trademarks, and intellectual property matters.
- (H) The renter shall be responsible for the payment of any and all taxes, permits, fees (including without limitation fees associated with intellectual property licensing rights), and other charges arising out of or connected with the renter's use of the Facility. Furthermore, the renter shall, and does agree by executing the rental agreement, to save and hold the City harmless from any and all obligations with respect to such taxes, permits, fees, and other charges.
- (I) Concessions:
- (1) The Department reserves the right to sell any and all concessions during events held at the Facility.
  - (2) If the renter desires to sell in the Facility or on its associated premises any concession items, including without limitation CDs, DVDs, clothing, periodicals, etc., the renter must obtain written permission from the Director at least 48 hours prior to the event. The Director may refuse, with or without cause, to grant such permission.
  - (3) If permission is granted by the Department for the renter to sell concessions, the renter must pay to the City a 10% commission on any and all concession items sold. A joint inventory will be taken prior to and after the event.
  - (4) If permission is granted for the renter to sell its own concessions, the renter shall provide its own workers to sell conduct concessions operations and is responsible for obtaining all merchandise, concessions, and supplies, including food, candy, drinks, cups, napkins, condiments, popcorn supplies, bags, ice, etc. needed for the concessions operations. Chewing gum is not allowed for sale. If the renter utilizes city-owned equipment to conduct concessions operations, the equipment must be used in strict compliance with any and all operational guidelines issued by the Department for the use of such equipment.
- (J) If permission is granted by the Department for the renter to hold a catered event (food beyond normal concession products), the food must be served and consumed in areas designated by the Department.
- (K) The renter is responsible for providing the following at the renter's own expense:
- (1) If the Facility's sound system is needed for an event, a responsible adult must be designated to operate the sound system.
  - (2) If the Facility's light system is needed for an event, a responsible adult must be designated to operate the light system.
  - (3) If needed, ushers for the event.

- (4) If needed, ticket sellers /takers for the event.
- (5) As needed, a money box and petty cash.
- (L) Fire extinguishers and exits:
  - (1) All renters and any persons/groups acting for or on behalf of a renter are responsible for knowing the location of all fire extinguishers and exits. A location map will be provided by the Department.
  - (2) Prior to each event or each performance, the renter or an individual acting on behalf of the renter must make an announcement stating the location of restrooms and emergency exits.
- (M) Only City employees may adjust the Facility's thermostats.
- (N) The City reserves the right to cancel any event, at any time, on the basis of rental agreement violations.
- (O) For an additional fee, the following items/services are available from the Department:
  - (1) Ticket Sellers/Takers (hourly charge)
  - (2) Ushers (hourly charge)
  - (3) Ticket Design Service (\$75.00 for up to 390, tickets printed on one side)
  - (4) One Poster for Display Case (\$25.00 per poster)

**SECTION 14.3            RULES AND REGULATIONS – EVENTS WITH THE SALE OF UNFORTIFIED WINE AND/OR MALT BEVERAGES**

- (A) Unless authorization for the sale, possession, and consumption of unfortified wine and/or malt beverages is explicitly noted by the Director on the approved rental form, alcoholic beverages are prohibited in the Facility. When authorization for the sale, possession, and consumption of unfortified wine and/or malt beverages within the Facility is granted, such an authorization is subject to the following rules and regulations:
  - (1) Unfortified wines and/or malt beverages are the only types of alcoholic beverages that may be sold, possessed, and consumed in the Facility. All other types of alcoholic beverages are prohibited.
  - (2) The sale of wine and/or malt beverages within the Facility can occur under the following conditions:
    - (a) The renter responsible for the sale of wine and/or malt beverages must be a nonprofit organization that has obtained a Special One-Time permit from the North Carolina Alcoholic Beverage Control Commission. No other type of renter is eligible to hold an event that includes the sale of wine and/or malt beverages in the Facility.
    - (b) The approved Special One-Time permit from the North Carolina Alcoholic Beverage Control Commission shall also function as the sale plan referenced by Section 130.03(E)(3) in the Code of Asheville.
    - (c) The renter must agree to rent the Facility as the sole and exclusive renter of the premises for the duration of the one-day or multi-day event listed on the Department-approved rental form for events involving the sale of wine and/or malt beverages. Subject to inspections conducted in a manner and at time(s) in the sole discretion of City employees, including without limitation Asheville Police Department officers, to

ensure compliance with the terms of the rental agreement and compliance with all applicable laws and regulations, the nonprofit organization as the approved renter will be exclusively in charge of and responsible for the event throughout the term of the approved rental agreement.

- (d) Utilizing a diagram available from the City showing the Facility premises, specifically including all entrances and exits, the renter must identify where the sale and/or consumption of beverages will take place.
- (e) The renter must assume full responsibility for all operational aspects of the event, specifically including without limitation staffing and supplies for any and all concession operations conducted during the event. ~~City-owned concession equipment and personnel will be unavailable during the event. City employees will not conduct any concession operations. If available at the time of an event, City-owned concession equipment may be rented in accordance with the applicable regulations specified herein, including an additional fee.~~
- (f) Strict compliance with all applicable laws and rules, specifically including without limitation all statutes, ordinances, and regulations pertaining to alcoholic beverage control, is required.

(B) Smoking and tobacco products are prohibited in the Facility.

(C) Fee related regulations:

- (1) The security deposit listed in the Fee Schedule for this type of event must be paid at the time the rental agreement is submitted for approval. The fee shall be submitted in the manner prescribed by the Department.
- (2) Violation of the rental agreement will result in the forfeiture of the security deposit to the City.
- (3) If the rental fee listed in the Fee Schedule is not paid at least 48 hours before the start of an event, the event will be cancelled. If advance tickets have been sold for a canceled event, the renter is responsible for either reimbursing ticket holders or honoring at a future event sponsored by the same renter the advance tickets that have already been sold. The renter is responsible for advertising the cancellation.
- (4) Failure to pay the rental fee will result in the denial of access to the Facility.
- (5) Unless specific provisions to the contrary are noted in the approved rental agreement, the latest closing time is Midnight. If an event exceeds the approved rental period, the security deposit shall be forfeited to the City.

(D) Insurance and hold harmless provisions:

- (1) The renter shall pay for and maintain, at all times during the nonprofit organization's use of the Facility, comprehensive and general liability insurance coverage with primary limits of liability of no less than \$1,000,000 per occurrence for bodily injury and property damage. Furthermore, the renter shall furnish to the City a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be in the Department's possession no later than 48 hours prior to the scheduled event. Failure to provide the required proof of insurance will result in the cancellation of the event.
- (2) The renter must agree to forever hold harmless and to fully indemnify the City and its personnel, agents, officials, and city council, in both their official and individual capacities, from any and all judgments, liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any person or entity by reason of any

negligent or willful act or omission by the renter or its officers, employees, agents, or contractors in connection with the renter's use of the Facility.

- (E) The assignment of a rental agreement pertaining to the Facility, or the assignment of any right found within a Facility rental agreement, is strictly prohibited. Furthermore, the subletting of the Facility is strictly prohibited.
- (F) Facility operational issues:
  - (1) The renter must designate with the Department a representative who will be responsible for all phases of the event and who will be on site the entire time the event is taking place.
  - (2) The maximum number of tickets sold for any one event shall be determined by the set-up of the Facility for the event and the total number of seats available under the chosen Facility set-up.
  - (3) By way of illustration and not limitation, the Department may deny to any potential renter the use of the Facility for the following reasons:
    - (a) The proposed event may result in damage to the Facility.
    - (b) The proposed event is inconsistent with the Department's policies and practices.
    - (c) The Director forms an articulable opinion that an event creates an environment conducive to the occurrence within the Facility of one or more identifiable unlawful activities.
    - (d) The proposed event has the articulable and realistic potential to be detrimental to the character of the theatre as a multi-purpose community facility.
  - (4) At least 48 hours prior to the commencement of an event, the renter's designated representative must meet with a City employee who will provide to the renter's representative operational instruction pertaining to the Facility's electrical, HVAC, and lighting systems.
  - (5) Prior to using the Facility, an authorized representative of the renter must participate in a walk-through inspection of the Facility. Any damaged, broken, or malfunctioning equipment or furnishings present in the Facility shall be recorded at this time. A second walk-through shall be made at the completion of the event, and any variance in the condition of the Facility and its contents between the times of the respective walk-throughs shall be recorded. The renter will be billed for the recorded damages. Payment of this bill for damages is due within five business days of the date of the invoice.
  - (6) If generally accepted best practices for a venue such as the Sunset Theatre indicate that on-site security should be deployed for a proposed event, the renter is responsible for procuring and paying for the services of properly trained security/off-duty law enforcement personnel.
  - (7) No rice or birdseed is to be thrown inside the Facility.
  - (8) No chewing gum is to be offered for sale.
  - (9) The renter is responsible for maintaining the cleanliness and sanitary conditions of the Facility during the event. Before vacating the Facility's premises, the renter must ensure that the Facility is restored, with the exception of ordinary wear and tear, to the condition in which the Facility was found at the time of the pre-event walkthrough previously referenced in these rules and regulations.

- (10) If the renter fails to clean-up the facility as required by the rental agreement and these rules and regulations, the renter's security deposit will be forfeited to the City.
- (11) Cleaning supplies and trash can liners are available for use. Trash shall be deposited in the designated locations.
- (12) Items left in the Facility for disposition and/or disposal by the City will result in the forfeiture of the renter's security deposit to the City. Furthermore, any such items found in the Facility after the termination of the rental agreement shall be deemed to be abandoned property that is subject to removal and disposition in the sole discretion of the City.
- (13) In the absence of explicit approval from Department personnel, no decorations, posters, pictures, banners, or other such items shall be fastened to the Facility's walls, windows, woodwork, doors, or curtains.
- (14) In the absence of explicit approval from Department personnel, no decorations, posters, pictures, banners, or other such items may be placed on stands in any area of the Facility.
- (15) No nails, tacks, staples, or screws of any kind may be applied to any part of the interior or exterior of the Facility.
- (16) Only approved tapes, such as blue painter's tape and gaff tape, may be applied to the stage floor. If an approved tape is applied to the stage floor, the tape must be completely removed by the renter prior to the termination of the rental agreement.
- (17) No painting, wood cutting, or drilling shall be done on the stage or in the adjacent support areas.
- (18) All scenery elements are to be flame retardant. The use of open flame (candles, matches, lighters, etc.) is expressly prohibited.
- (19) No scenery, stage furniture, props, costumes, equipment, or other types of items may block any exits, loading doors, storage rooms, sidewalks, or parking areas at any time.
- (20) Any stage props that have power must meet current electrical codes. Such props are subject to inspection and approval. Any props that do not pass inspection are subject to immediate removal from the Facility.
- (21) The renter is encouraged to provide posters, banners, and promotional material for the "Coming Attractions" display board at the theatre's entrance. Any items to be displayed on the "Coming Attractions" board are subject to approval by the Department.
- (22) The renter shall not change the location or use of the lobby displays, easels, or signs without prior approval.
- (23) If the renter avails itself of the option to pay the additional rental fee specified herein and utilizes city-owned equipment such as the popcorn machine as part of the renter's concessions operations, the city-owned equipment must be used in strict compliance with any and all operational guidelines issued by the Department for the use of such equipment.**
- (G) The renter shall ensure, and does warrant by executing the rental agreement, that all copyrighted material to be performed within the Facility has been duly licensed or consent has been obtained from the copyright owners or their representatives. Furthermore, the renter agrees to indemnify and hold the City of Asheboro harmless from any and all claims, losses, or expenses incurred as a result of intellectual property law compliance issues. By way of illustration and not limitation, the renter

shall pay all of the City's costs and expenses, including reasonable attorney's fees, incurred in defense of or as a result of any claims respecting copyrights, trademarks, and intellectual property matters.

- (H) The renter shall be responsible for the payment of any and all taxes, permits, fees (including without limitation alcoholic beverage control permit fees and fees associated with intellectual property licensing rights), and other charges arising out of or connected with the renter's use of the Facility. Furthermore, the renter shall, and does agree by executing the rental agreement, to save and hold the City harmless from any and all obligations with respect to such taxes, permits, fees, and other charges.
- (I) If permission is granted by the Department for the renter to hold a catered event (food beyond normal concession products), the food must be served and consumed in areas approved by the Department during the rental agreement review and approval process.
- (J) The renter is responsible for providing the following at the renter's own expense:
  - (1) If the Facility's sound system is needed for an event, a responsible adult must be designated to operate the sound system.
  - (2) If the Facility's light system is needed for an event, a responsible adult must be designated to operate the light system.
  - (3) If needed, ushers for the event.
  - (4) If needed, ticket sellers /takers for the event.
  - (5) As needed, a money box and petty cash.
- (K) Fire extinguishers and exits:
  - (1) All persons/groups acting for or on behalf of a renter are responsible for knowing the location of all fire extinguishers and exits. A location map will be provided by the Department.
  - (2) Prior to each event or each performance, an individual acting on behalf of the renter must make an announcement stating the location of restrooms and emergency exits.
- (L) The City reserves the right to cancel any event, at any time, on the basis of rental agreement violations.
- (M) For the listed fees, the following items/services are available:
  - (1) Ticket Design Service (\$75.00 for up to 390, tickets printed on one side)
  - (2) One Poster for Display Case (\$25.00 per poster)
  - (3) Concession Equipment, e.g. the Popcorn Machine (\$25.00 per day of usage; provided, however, if the drink cooler is the only piece of equipment used, no fee will be charged.)**

13. Legal Services Items:

- (a) **A modified fixed base operator lease agreement with Cardinal Air, LLC at the Asheboro Regional Airport to account for a change in fuel truck responsibilities.**

City Attorney Jeff Sugg presented and recommended adoption, by reference, of a resolution authorizing the publication of notice of the intent to approve amendments to the fixed base operator agreement at the Asheboro Regional Airport. The amendments are needed to reflect the mutual desire of the city and the fixed based operator to change the methodology used to assure the presence of an operable fuel truck at the airport.

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

**RESOLUTION NUMBER 02 RES 2-20**

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

**A RESOLUTION AUTHORIZING THE PUBLICATION OF NOTICE OF THE INTENT TO APPROVE AMENDMENTS TO THE FIXED BASE OPERATOR AGREEMENT AT THE ASHEBORO REGIONAL AIRPORT**

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

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

**WHEREAS**, the Asheboro Airport Authority has recommended amending the FBO agreement with Cardinal Air to reflect the FBO’s assumption of the responsibility for providing the Airport with a fuel truck; and

**WHEREAS**, the FBO intends to fulfill this new responsibility by entering into a 5-year leasing arrangement with a third party vendor; and

**WHEREAS**, the consideration to be provided by the city to Cardinal Air in exchange for the FBO assuming this new fuel truck responsibility is additional financial support for airport fuel infrastructure; and

**WHEREAS**, the amount of additional financial support to be provided by the city for airport fuel infrastructure is one thousand two hundred and no hundredths dollars (\$1,200.00) per month for a term of five (5) years; and

**WHEREAS**, the Asheboro City Council finds that adopting the Asheboro Airport Authority recommendation will be in the best interest of the City of Asheboro.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro that the city clerk is instructed to publish in *The Courier-Tribune*, in compliance with Section 160A-272 of the North Carolina General Statutes, notice of the city council’s intent to authorize, during its regular meeting in April 2020, the amendment of the existing FBO agreement with Cardinal Air to incorporate the above-stated modifications related to airport fuel infrastructure.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 6<sup>th</sup> day of February, 2020.

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

ATTEST:

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

- (b) An ordinance reflecting changes to the construction and demolition debris landfill franchise requested by Morton & Sewell Development Company, Inc.

Mr. Sugg presented and recommended adoption, by reference, of the first reading of an ordinance granting a construction and demolition debris landfill franchise to Morton & Sewell Development Company, Inc. Due to the need to publish no less than thirty days' notice of a public hearing on the proposed franchise, the second and final reading of the franchise ordinance will occur during the council's regular meeting in April 2020.

Upon motion by Council Member Bell and seconded by Council Member Burks, the Council voted unanimously to approve the first reading of the following ordinance by reference. Council Members Bell, Burks, Carter, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes.

ORDINANCE NUMBER                     [Pending Final Approval]

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AN ORDINANCE GRANTING A CONSTRUCTION AND  
DEMOLITION DEBRIS LANDFILL FRANCHISE TO MORTON & SEWELL  
DEVELOPMENT COMPANY, INC.**

**WHEREAS**, in compliance with a franchise initially granted by the Asheboro City Council (the "Council") in 2006, Morton and Sewell Land Company, LLC operates a construction and demolition debris landfill within the corporate limits of the City of Asheboro (the "City") at 385 Gold Hill Road, Asheboro, North Carolina 27203; and

**WHEREAS**, the current franchisee has asked to change the existing franchise to reflect alterations in the corporate identity of the franchisee, the term of the franchise, the footprint of the facility, the unit of measurement for incoming waste, and the service area; and

**WHEREAS**, immediately prior to taking final action on this request, the Council utilized a properly advertised public hearing to obtain comments from interested parties on the question of granting the requested franchise; and

**WHEREAS**, after reviewing the available information, the City Council of the City of Asheboro has concluded that granting the requested franchise is in the public interest.

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

**Section 1.** Pursuant to and in accordance with Sections 130A-294 and 160A-319 of the North Carolina General Statutes, Morton & Sewell Development Company, Inc. (the "Franchisee") is hereby granted a franchise to operate a construction and demolition debris landfill at 385 Gold Hill Road, Asheboro, North Carolina 27203 (the "Landfill").

**Section 2.** The Landfill shall have available for its use approximately 30 acres of land permitted in accordance with the laws of the State of North Carolina for use as a construction and demolition debris landfill.

**Section 3.** No more than 500 tons of waste shall be deposited into the Landfill per day. With this amount of incoming waste, the Landfill will have an estimated life of 20 years.

**Section 4.** With the submittal of data and mapping from its engineers, the Franchisee has provided to the City a facility plan for the Landfill that includes the boundaries of the proposed facility, the proposed development of the facility, the boundaries of all waste disposal units, final elevations and capacity of all waste disposal units, the amount of waste to be received per day in tons, the total waste disposal capacity of the Landfill in tons, a description of environmental controls, and a description of any other waste management activities to be conducted at the facility as well as the proposed location of soil borrow areas and all other facilities and infrastructure, including ingress and egress to the facility. No leachate facilities are needed for this construction and demolition debris landfill.

A copy of the facility plan is on file in the city clerk's office and is available for public inspection. The facility plan submitted by the Franchisee is hereby incorporated into this Ordinance by reference as if copied fully herein.

**Section 5.** Throughout the duration of the franchise granted by this Ordinance, the Franchisee shall purchase and maintain a \$1,000,000 environmental liability insurance policy, a \$1,000,000 general liability insurance policy, and workers' compensation insurance coverage that complies with the applicable provisions of the North Carolina General Statutes. The City shall be named as an additional insured under the environmental liability insurance and general liability insurance policies.

On an annual basis, the City shall be furnished with Certificates of Insurance in a form satisfactory to the City for the purpose of verifying the existence of the insurance coverage required by this section. The insurance policies mandated by this section shall provide for 30 days advance written notice of material change, cancellation, or non-renewal.

**Section 6.** The population to be served by the Landfill will be primarily commercial contractors who specialize in construction and demolition activities. The main waste stream will primarily come from the City of Asheboro and Randolph County, but all counties in North Carolina are included in the Landfill's service area.

**Section 7.** As part of its efforts to reduce, reuse, and recycle as much solid waste as possible, the City has worked in a cooperative manner with the Landfill to dispose of the following materials: brush, tree trimmings, leaves, yard waste, and stumps as well as clean concrete, building materials, and construction and demolition materials. After these materials are taken to the facility by city personnel and/or others, the materials are processed in a variety of ways and, if possible, resold to the public. Therefore, the continued successful operation of the Landfill will have a positive impact on the City's efforts to reduce, reuse, and recycle solid waste.

The Landfill is a vital actor in assisting the city with the disposal of construction and demolition waste. The City's environmental services department does not pickup or haul construction and demolition waste. Therefore, the granting of the requested franchise so as to maintain a privately owned and properly permitted construction and demolition debris landfill is critical to providing cost-effective disposal options to meet the needs of the municipality's citizens.

**Section 8.** The waste accepted by the Landfill shall be composed of waste or debris resulting from roofing, construction, remodeling, repair, or demolition operations on pavement, buildings, or other structures. In furtherance of the City's goal to promote and make available to its citizens cost-effective disposal options that are environmentally sustainable, the Franchisee is authorized, by way of illustration and not limitation, to accept waste containing asbestos. However, the Franchisee shall monitor the waste offered to the Landfill and shall reject any unacceptable waste including without limitation organic/household waste; waste that has been in contact with petroleum, solvents, or

chemicals; waste containing PCB's; and waste that has been in contact with pesticides or herbicides.

**Section 9.** The fee schedule for the Landfill is attached to this Ordinance as Exhibit A and is hereby incorporated into this Ordinance by reference as if copied fully herein. Beginning in the 2021 calendar year and continuing thereafter, this fee schedule may be adjusted by the Franchisee on an annual basis in accordance with the Consumer Price Index - All Urban Consumers, U.S. City Average, All Items (not seasonally adjusted) as published by the U. S. Department of Labor, Bureau of Labor Statistics with an index base period of 1982-84 = 100. Such an adjustment shall be made on the 1<sup>st</sup> day of July of each year that this franchise is in full force and effect. On the adjustment date, the above-referenced fee schedule may be increased by a percentage equal to the cumulative percentage increase, if any, in the above-cited consumer price index (the "CPI"). The cumulative percentage increase in the CPI means the percentage increase, if any, in the CPI for the month of May immediately preceding the adjustment date over the CPI recorded for the month of May during the preceding calendar year.

If the CPI ceases to use as the basis of calculation the standard of 1982-84 = 100, or if a change is made in the items contained in the CPI, or if the CPI is altered, modified, converted, or revised in any other manner, then the foregoing computations shall be made with the use of such conversion factor, formula, or table for converting the CPI as may be published by the Bureau of Labor Statistics. If the Bureau of Labor Statistics does not publish such conversion information, then the foregoing computations shall be made with the use of a conversion factor that adjusts the modified CPI to the figure that would have been calculated had the manner of computing the CPI not been altered.

**Section 10.** The franchise granted by this Ordinance is granted for the Landfill's life-of-site, but this period shall not exceed 60 years. The term "life-of-site" is defined in Section 130A-294(a2) of the North Carolina General Statutes.

**Section 11.** The Franchisee agrees to operate the Landfill in accordance with all applicable laws and regulations and shall comply with any permit(s) issued by the State of North Carolina.

**Section 12.** The Franchisee shall require anyone using the Landfill to comply with Section 20-116(g) of the North Carolina General Statutes.

**Section 13.** The effective date of this Ordinance shall be April 15, 2020.

**Section 14.** All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed effective April 15, 2020.

**This Ordinance was initially adopted by the Asheboro City Council during a regular meeting held on the 6<sup>th</sup> day of February, 2020.**

**The Asheboro City Council granted final approval of the Ordinance after a public hearing and second reading of the Ordinance during the Council's regular meeting on the 9<sup>th</sup> day of April, 2020.**

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**David H. Smith, Mayor**

**ATTEST:**

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

**EXHIBIT A**

Price List for Construction and Demolition Debris:

- a. Standard Charge = \$38.00 per ton
- b. Clean Concrete = \$15.00 per ton
- c. Asbestos = \$75.00 per cubic yard
- d. Minimum Charge = \$15.00 per ton

\*This price list, as with the franchise ordinance itself, only addresses the Construction and Demolition Debris Landfill charges and is not inclusive of all user charges incurred at the Landfill.

**14. Vacancies on the airport authority and planning board:**

**(a) Discussion of the recommendations from the Asheboro Airport Authority to fill a vacancy in its membership.**

City Engineer Michael Leonard, PE, reported that the Asheboro Airport Authority is a 5-member board and currently has one open seat due to the resignation of Dr. James Rich. At its most recent regular meeting, the Asheboro Airport Authority reviewed interest forms/applications and recommended that the council consider appointing either Linda Brown or Keith Hodgin, Jr. to fill the vacant seat.

After some discussion, the council members came to the conclusion that more time to review the available information is needed before a final decision is made. The interest forms/applications submitted by Ms. Brown and Mr. Hodgin will be forwarded to Mayor Smith and the Council Members prior to the council's next regular meeting on March 5, 2020.

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

**(b) Discussion of the vacancy created by the recent resignation of a planning board member.**

Community Development Director Trevor Nuttall reported that the planning board is a 7-member board (five city seats and two extraterritorial planning jurisdiction seats) with one open seat due to the resignation of Lynette Garner, who served as a city resident. Additionally, Mr. Nuttall reported that city staff will advertise the vacancy in order to give interested citizens an opportunity to submit interest forms/applications. Mr. Nuttall will update the council on the appointment process at its regular March meeting.

The Council Members expressed their general consent to the course of action proposed by Mr. Nuttall, but no formal action was taken by the council during this portion of the meeting.

**15. Announcement of City Council Member Katie Snuggs' Civil Rights Presentation.**

Mayor Smith announced that City Council Member Katie Snuggs will speak on her experience during the civil rights movement as part of the Black History Month celebration at the Asheboro Public Library on Thursday, February 20, 2020 at 6:30 p.m. The event is free and open to the public.

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

