

REGULAR MEETING
ASHEBORO CITY COUNCIL
THURSDAY, JANUARY 9, 2003
7:00 PM

This being the time and place for a Regular Meeting of the Mayor and City Council, a meeting was held with the following officials and members present:

David Jarrell) – Mayor Presiding

Talmadge Baker)

Linda Carter)

Nancy Hunter)

John McGlohon) – Council Members Present

Archie Priest)

David Smith)

Paul Trollinger)

John N. Ogburn, City Manager

Carol J. Cole, CMC, City Clerk

Dumont Bunker, P. E., City Engineer

Debbie Juberg, Finance Director

Reynolds Neely, Planning Director

Lynn Priest, CD Director

Wendell Holland, Zoning Administrator

John Evans, Code Enforcement Officer

Jim Smith, Fire Chief

Allen Oliver, Parks & Recreation Director

Jeff Sugg, City Attorney

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

1. Pledge of Allegiance and Invocation.

Mayor Jarrell asked everyone to stand and repeat the Pledge of Allegiance. Reverend John Ogburn, Deacon of the Episcopal Church of the Good Shepherd, gave the invocation.

2. Appearance and Recognition of Guests and Citizens.

Mayor Jarrell welcomed everyone in attendance.

OLD BUSINESS:

3. Public Hearings on Zoning Matters.

Mayor Jarrell continued the public hearing on the following request:

(a) Special Use Permit to Allow a Church in a Residential District (SUP-03-06):

The property of James Fariel & Lynette Garner and Gloria Ann Grant, located at 2698 Grant Trail & 2767 Lazy Pine Road totaling approximately 24.81 acres, more specifically identified by Randolph County Parcel ID Numbers 7753058302,

7753154406, 7753154614, 7753154330 and 7753154503.

Mr. Neely reported that the applicants are asking that this item be continued again.

Since this request has been continued several times, the city will readvertise the public hearing and send letters of notification to the property owners.

Upon motion by Mr. Smith and seconded by Mr. Baker, council voted unanimously to

continue the public hearing.

Mayor Jarrell continued the public hearing on the following request:

- 200 (b) Amend Zoning Ordinance (RZ-03-17): Amend Article 200 Table 200-2, Article
Article Notes to Table 200-2, Article 300A Section 316A, Article 300B, Article 400,
Markets, 600, and Article 1100. The proposed amendments generally deal with Flea
Watershed Open Air Sales, Seasonal Sales, Produce/Farmers Markets, Yard Sales,
Regulations and Industrial Performance Standards.

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Mr. Neely reviewed the proposed zoning ordinance amendments. He reported that the planning board has reviewed the changes and made suggestions, which are included, and recommended approval. Mr. Neely recommended that the public hearing be continued

until next month in order to get additional input.

Upon motion by Mr. Baker and seconded by Mr. Priest, council voted unanimously to continue the public hearing.

Mayor Jarrell continued the public hearing on the following request:

- Randolph (c) Special Use Permit to Allow a Telecommunications Tower (SUP-03-08): The property of R. Wade Brown and wife, Mable B. Brown, located at 1331 Bunting Road totaling approximately 122.90 acres, more specifically identified by County Parcel ID Number 7741725772.

Mr. Neely was sworn in and described the aforementioned property. He reported that Bunting Road (SR 1433) is a state-maintained dead-end road. The site is outside the corporate limits. The character of the area is low density residential. The request is for a Special Use Permit allowing a telecommunications tower not to exceed 190 feet. The site is located within a watershed.

Mr. Neely stated that the staff has prepared some suggested conditions for council's consideration if it finds in favor of the request.

Mr. Jay Ramsey, a representative of AT&T Wireless Services, LLC, was sworn in and stated that the proposed facility is needed in order for AT&T Wireless to extend wireless coverage and service to the city of Asheboro. This is the only new tower proposed by AT&T in its attempt to provide service to the city. Out of six existing structures within 20,000 feet of the proposed tower, four are planned to be utilized by AT&T to meet its network expansion needs.

Mr. Ramsey addressed the four standard tests. (1) The use will not endanger the public health or safety. The radio frequency emissions from this facility will be a fraction of the Federal established limit (over 5,000 times lower than the Federal limit.) The proposed site is to be located within the airport overlay zone. However, the actual site location is in excess of 20,000 feet from the airport; this distance coupled with the proposed tower height generated no concern and is not close enough or significant enough to pose a problem with the airport. Also, the proposed facility is not required to be registered with the FCC, nor is the applicant required to provide notice to the FAA.. (2) The use meets all required conditions and specifications. All conditions and specifications of the city of Asheboro Zoning Ordinance have been met concerning the development of Telecomm-

munication Towers & facilities. (3) The use will not substantially injure the value of adjoining or abutting property. Mr. Ramsey stated that Mr. Graham Herring, a licensed North Carolina real estate broker, has prepared an analysis concerning the proposed facility in relation to the adjacent properties and will provide testimony that the facility will not substantially injure the value of adjoining property. Also, the facility will not create any noise, odor, or substantially increase vehicular traffic in the area. The facility is set back from adjoining properties distances that greatly exceed the minimum requirements of the city's zoning ordinance. (4) The location and character of the use is in harmony with the area. The proposed facility is to be located within a 122.90-acre tract and is designed to be set back over 770 feet from the closest adjacent parcel. The current uses of the subject parcel consist of a rental home and pasture land. The proposed communications tower will be no less in harmony with the area than the utility poles, which bring power and telephone service to the area. The proposed use is a permitted use in the R-15 zoning district according to the city of Asheboro Zoning Ordinance. Mr. Graham Herring, GRI, NC Real Estate Broker, was sworn in and testified that he has looked at similar property and found no evidence of the property being affected adversely. The Impact Investigation that he prepared for AT&T Wireless was submitted as evidence.

For the record, the city attorney asked Mr. Wade Brown, property owner, if he was aware that he could not utilize the subject property for anything else. Mr. Brown was sworn in and replied that he understood that he could still use the pasture land. (This is correct.)

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Mr. Ben Morgan, attorney representing Mr. Terry Tucker, a property owner, was sworn in

and asked council to address the 15 items as listed in the zoning ordinance concerning telecommunication towers and facilities.

Mr. Jay Ramsey responded to the requirements of Section 302.8: Telecommunication Towers & Facilities and to Section 302A: Asheboro Municipal Airport Overlay District of the Asheboro Zoning Ordinance and detailed how AT&T will meet these requirements.

There being no further comments, Mayor Jarrell asked Mr. Neely to state the suggested conditions. After Mr. Neely stated the conditions, Mayor Jarrell closed the public hearing.

Upon motion by Mr. Smith and seconded by Mr. Trollinger, council voted unanimously to

approve the Special Use Permit, with the conditions as stated by Mr. Neely, based on the four standard tests being met per testimonies of Mr. Ramsey and Mr. Herring.

The conditions will be detailed in the city attorney's Findings of Fact, Conclusions of Law, and Order Granting the Requested Special Use Permit to be approved by council at its February meeting.

4. Public Hearing on Subdivision Ordinance Amendments.

Mayor Jarrell continued the public hearing on the aforementioned.

Mr. Neely reviewed the proposed amendments to Article IX: Required Improvements and

Design Standards and Article X: Planned Unit Developments of the subdivision ordinance

and reported that the planning board recommended approval of the amendments.

Mr. Bill Boyd, a realtor and resident of North Shore Drive, stated that he likes the valley curbing and asked if it would apply to the ETJ. Mr. Neely replies yes. Mr. Boyd responded

that he thinks the city should wash down the streets if valley curbing is required in the ETJ.

Mr. Boyd stated what he liked about the proposed amendments and what he did not like. He thought that requiring sidewalks on both sides of a street in a major subdivision is excessive.

Mrs. Billie Wilson, a realtor, stated she thinks it would be impossible to have curb and gutter on a big mountain such as Northmont.

Mr. Jimmy Hamlet, a developer, stated that he thinks the proposed amendments are good.

Mr. Trollinger referred to Article X: Planned Unit Development, page 35, C. Improvements –

No. 7. “In residential PUD’s, parking spaces for visitor and or overflow parking shall be installed which equals 10% of the total number of units in the project.” Mr. Trollinger does

not feel that 10% is adequate and recommended that the 10% be changed to “25% minimum

to be dispersed throughout the project.” No. 8 reads “In residential PUD’s, recreation vehicle

parking/storage areas shall be installed, unless these vehicles are prohibited by covenants and restrictions. Spaces provided shall be 12 feet by 30 feet and shall equal to 10% of the total number of units in the project.” Mr. Trollinger recommended that the spaces provided

shall be 10 feet by 30 feet and shall equal to 5% of the total number of units in the project.

Also, credit for a garage should be given.

Mr. Johnny Harvell, a developer, stated that he agrees with the 25% visitor and overflow parking requirements and RV parking requirements but disagrees with the requirement of having sidewalks on both sides of a street in a standard subdivision.

After further discussion, Mayor Jarrell closed the public hearing.

Mr. Baker moved to continue deliberation on the subdivision ordinance amendments until the next meeting. Due to the lack of a second, the motion died.

Mr. McGlohon moved that Article X: Planned Unit Developments be approved with the changes as stated by Mr. Trollinger, and that deliberation on Article IX: Required Improvements and Design Standards be continued until the next meeting. Mr. Trollinger seconded the motion, which carried unanimously.

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5. Public Hearing on Consideration of Contiguous Annexation of 0.636 Acre at 1000 North Park Drive (Petition Received by Dwight K. Sumner and wife, Geraldine

S. Sumner).

Mayor Jarrell opened the public hearing on the aforementioned.

Mr. Bunker reported that notice of this public hearing has been advertised as provided for by law.

There being no comments nor opposition from the public, Mayor Jarrell closed the public hearing.

Mr. Bunker presented and recommended adoption of an ordinance, prepared by the city attorney, to extend the corporate limits of the City of Asheboro.

Upon motion by Mr. McGlohon and seconded by Mr. Priest, council voted unanimously to

adopt the following ordinance:

Ordinance Number 41 ORD 1-03

ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
CITY OF ASHEBORO

(0.636 Acre of Land Located at 1000 North Park Drive)

WHEREAS, pursuant to Section 160A-31 of the North Carolina General Statutes, a petition signed by the owners of all the real property within the area hereinafter described was heretofore presented to the City Council, by which petition a request was made that an area be annexed to the City of Asheboro; and

WHEREAS, the City Council has by resolution directed the City Clerk of the City of Asheboro to investigate the sufficiency of the petition, and the City Clerk has certified the sufficiency of said petition; and

WHEREAS, the City Council did publish notice to the public on the 13th day of November, 2002, in *The Randolph Guide*, a newspaper having general circulation in the City of Asheboro, setting forth that a public hearing would be held at 7:00 o'clock p.m. on the 5th day of December, 2002, at the City of Asheboro Municipal Building to consider the adoption of an ordinance annexing said area to the City of Asheboro; and

WHEREAS, due to inclement weather conditions that potentially curtailed the ability of certain members of the public to attend and be heard on the question of the proposed annexation at the public hearing of this matter on December 5th, 2002, the City Council adopted a motion during said public hearing to continue the hearing to the City Council's next regular meeting, which was scheduled for 7:00 o'clock p.m. on the 9th day of January, 2003, at the Asheboro Municipal Building; and

WHEREAS, during said public hearing that was opened on December 5th, 2002, and continued to January 9th, 2003, no person owning property within the area to be annexed alleged an error in the petition, and no resident of the municipality questioned the necessity of annexation; and

WHEREAS, the City Council has determined that the petition meets the requirements of Section 160A-31 of the General Statutes of North Carolina.

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

Section 1. By virtue of the authority granted in the General Statutes of North Carolina, Chapter 160A, Article 4A, Part 1, the following area is annexed and attached to, and hereby becomes a part of the City of Asheboro, and is described as follows:

Asheboro Township, Randolph County, North Carolina:

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BEGINNING at an existing corner that is on the existing corporate limits line of the City of Asheboro and is marked by an existing iron pipe/rod, said existing corner is North 34 degrees 54 minutes 36 seconds West 3066.08 feet from City of Asheboro Monument 108 which is located by means of the North Carolina Coordinate System at the coordinates of North 716,369.852 feet and East 1,756,103.158 feet (NAD 27); thence from said Beginning point following the existing Asheboro City Limits line along Lot 22 of the Rockridge Estates, LLC property described in Deed Book 1553, Page 878, Randolph County Registry the following course and distance: South 81 degrees 54 minutes 06 seconds West 163.68 feet to an iron pipe that marks the northwest corner of the Dwight Kenneth Sumner and Wife, Geraldine S. Sumner property described in Deed Book 1213, Page 1824, Randolph County Registry; thence continuing along the existing corporate limits line of the City of Asheboro the following courses and distances: South 08 degrees 25 minutes 05 seconds East 46.00 feet to an iron pipe; thence South 21 degrees 05 minutes 18 seconds East 170.69 feet to an existing corner that is located in the right-of-way of North Park Drive (North Carolina State Road 1476) and is marked with an existing iron pipe/rod; thence following the existing corporate limits line of the City of Asheboro across North Park Drive the following course and distance: South 69 degrees 26 minutes 18 seconds East 74.93 feet to a calculated point on the southern right-of-way line of North Park Drive; thence back across North Park Drive the following courses and distances: North 35 degrees 06 minutes 44 seconds East 49.80 feet to an existing corner that is marked with an existing iron pipe/rod; thence North 01 degree 18 minutes 54 seconds West 13.53 feet to a calculated point on the northern right-of-way line of North Park Drive; thence along the existing corporate limits line of the City of Asheboro the following course and distance: North 01 degree 18 minutes 54 seconds West 199.93 feet to the point and place of the BEGINNING, and containing 0.636 of an acre, more or less.

This description is in accordance with a plat of survey entitled "Annexation Plat Prepared For City of Asheboro(;) Property of Dwight Sumner and Wife Geraldine Sumner". This plat of survey was prepared by the City of Asheboro Engineering Department and dated October 17, 2002.

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

Section 3. The Mayor of the City of Asheboro shall cause to be recorded in the office of the Register of Deeds of Randolph County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the

Randolph County Board of Elections, as required by Section 163-288.1 of the North Carolina General Statutes.

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

Section 5. This ordinance shall be in full force and effect from the 9th day of January, 2003.

Adopted this the 9th day of January, 2003.

S/ David H. Jarrell

ATTEST:

David H. Jarrell, Mayor

S/ Carol J. Cole

Carol J. Cole, City Clerk

Approved as to form:

S/ Jeffrey C Sugg

Jeffrey C. Sugg, City Attorney

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**6. Petition Received From James Worth Heath Requesting Non-Contiguous
Annexation of 0.9 Acre at the Intersection of Boundary Drive and Old Castle Drive.**

Mr. Bunker presented and recommended adoption, by reference, of a resolution directing the city clerk to investigate the aforementioned annexation petition.

Upon motion by Mr. Smith and seconded by Mrs. Carter, council voted unanimously to adopt the following resolution by reference:

**RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE
ANNEXATION PETITION**

(0.900 Acre of Land Located at the Intersection of Boundary Drive and Old Castle Drive)

WHEREAS, in accordance with N.C. Gen. Stat. § 160A-58, *et seq.*, a petition requesting annexation of an area described in said petition as approximately 0.900 of an acre of land located at the intersection of Boundary Drive and Old Castle Drive has been received by the City Council; and

WHEREAS, Section 160A-58.2 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 City Council of the City of Asheboro deems it advisable to proceed in response to this request for annexation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, this the 9th day of January, 2003, that the City Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the City Council the results of her investigation.

S/ David H. Jarrell

David H. Jarrell, Mayor

ATTEST:

S/ Carol J. Cole

Carol J. Cole, City Clerk

After the city clerk certified as to the sufficiency of said annexation petition, Mr. Bunker presented and recommended adoption, by reference, of a resolution fixing the date for the public hearing on the question of annexation.

Upon motion by Mr. McGlohon and seconded by Mrs. Carter, council voted unanimously to adopt the following resolution by reference:

**ANNEXATION PURSUANT TO SECTION 160A-58.2 OF THE NORTH CAROLINA GENERAL
STATUTES**

(0.900 Acre of Land Located at the Intersection of Boundary Drive and Old Castle Drive)

WHEREAS, a petition requesting annexation of the non-contiguous area described herein has been received; and

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WHEREAS, the City Council has, by resolution, directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of said petition has been made.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina, on this the 9th day of January, 2003, as follows:

Section 1. A public hearing on the question of annexation of the non-contiguous area described herein shall be held at the City of Asheboro Municipal Building, which is located at 146 North Church Street in the City of Asheboro, North Carolina, at 7:00 o'clock p.m. on the 6th day of February, 2003; and

Section 2. The area proposed for annexation is described on the attached sheet which is identified as Exhibit 1; and

Section 3. Notice of said public hearing shall be published in *The Randolph Guide*, a newspaper having general circulation in the City of Asheboro, at least ten (10) days prior to the date of said public hearing.

S/ David H. Jarrell

David H. Jarrell, Mayor

ATTEST:

S/ Carol J. Cole

Carol J. Cole, City Clerk

EXHIBIT 1

Franklinville Township, Randolph County, North Carolina:

BEGINNING at a control corner that is marked by an existing iron pipe set on the existing corporate limits line of the City of Asheboro, said control corner is located by means of the North Carolina Coordinate System at the coordinates of North 740,174.45 feet and East 1,763,990.63 feet (NAD 27); thence from said Beginning point South 66 degrees 41 minutes 12 seconds West 204.82 feet along the Raymond Mack Gonzales property described in Deed Book 1414, Page 279, Randolph County Registry to an existing iron pipe that is set on the Eastern right-of-way line of Boundary Drive; thence continuing along the Eastern right-of-way line of Boundary Drive the following course and distance: North 23 degrees 18 minutes 41 seconds West 372.64 feet to a new iron pipe that is set at the intersection of the Eastern right-of-way line of Boundary Drive with the Southern right-of-way line of Old Castle Drive; thence South 84 degrees 37 minutes 44 seconds East 22.77 feet along the Southern right-of-way line of Old Castle Drive to a new iron pipe that is set on the existing corporate limits line of the City of Asheboro; thence continuing along the existing corporate limits line of the City of Asheboro the following courses and distances: South 43 degrees 15 minutes 32 seconds East 78.65 feet to an existing iron pipe; thence South 52 degrees 54 minutes 39 seconds East 184.74 feet to an existing iron pipe that is labeled as a control corner; thence South 51 degrees 04 minutes 49 seconds East 30.78 feet to an existing iron pipe; thence South 50 degrees 59 minutes 45 seconds East 112.82 feet to the point and place of the BEGINNING, and containing 0.900 of an acre (39,227 square feet), more or less.

This description is in accordance with a plat of survey prepared by Philip M. Henley, PLS, and entitled "Annexation Plat(;) James Worth Heath." The plat of survey bears an original date of August 13, 2002, and a revision date of January 3, 2003.

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NEW BUSINESS:

7. Public Hearings on Zoning Matters.

Mayor Jarrell opened the public hearing on the following request:

(a) From R-15 to B-2 (RZ-03-20): The properties of Asheboro City Board of Education

located at 1861 and 2097 North Asheboro School Road, totaling approximately 84.03 acres, more specifically identified by Randolph County Parcel ID Numbers 7752589198, 7752569933, 7752583218 & 7752563740.

Mr. Neely described the aforementioned property and stated that North Asheboro School Road is a local street. The tracts are both inside and outside the city limits. The existing structures are within the city. Schools are a permitted use in a B-2 district. This property

is within Office and Institutional, Employment Center and Park designations on the proposed

Land Use Map. It is the staff's opinion that the Office & Institutional designation is correct

for the entire school property. The site is within the watershed of Back Creek Lake.

The planning board recommended approval of the request. The current Asheboro Zoning Ordinance does not have an O & I district designation. Schools are a permitted use in a B-2 district. The request is in keeping with the goals and policies of the LDP.

Mr. Mike Mize, representing the Asheboro City Board of Education, modified his request to rezone approximately two-thirds of the property to B-2, from a point 50 feet north of the

northern most driveway at Balfour School to the southern property line.

Mr. James Cox stated that he owns property in the triangle and the modified request suits him fine.

There being no further comments, Mayor Jarrell closed the public hearing.

Upon motion by Mr. McGlohon and seconded by Mr. Smith, council unanimously ordained

to approve the request as modified.

Mayor Jarrell opened the public hearing on the following request:

(b) From R-7.5 to B-2 (RZ-03-21): The properties of Asheboro City Board of Education

located at 523 West Walker Avenue and 1221 and 1126 South Park Street, totaling

approximately 36.49 acres, more specifically identified by Randolph County Parcel

ID Numbers 7750667443, 7750667639, 7750760681, 7750762572, 7750762785, 7750578665, 7750670033.

Mr. Neely described the aforementioned property and stated that Park Street is a major thoroughfare. Walker Avenue is a minor thoroughfare. The tracts are inside the city limits.

Schools are a permitted use in a B-2 district. The properties are included within the City Center Activity Center. Activity Centers are areas designated for a development offering a mixture of commercial, office and institutional uses and a variety of residential densities

and building types.

The planning board recommended approval, as the request complies with the goals and policies and map of the Land Development Plan.

Mr. Mike Mize, representing the Asheboro City Board of Education, stated that the rezoning will be in harmony with the surrounding area.

There being no further comments nor opposition, Mayor Jarrell closed the public hearing. Upon motion by Mr. Smith and seconded by Mrs. Hunter, council unanimously ordained to accept the recommendation from the planning board for approval.

Mayor Jarrell opened the public hearing on the following request:

- (c) From R-40 to B-2 (RZ-03-22): The properties of Henry L. Delk located at 1951 US Highway 64 East totaling approximately 44,806 sq. ft., more specifically identified by Randolph County Parcel ID Number 7761946017.

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Mr. Neely described the aforementioned property and stated that US Highway 64 East is a major thoroughfare. The site is outside the corporate limits and is not served by any city services. The area is characterized as a mixed use, low density area. For this

area to be developed consistently with the Employment Center designation in the LDP, city services should be provided. The request is to rezone from R-40 Residential to B-2 Commercial.

The planning board recommended approval, as the request complies with the goals and policies of the LDP.

There being no comments nor opposition from the public, Mayor Jarrell closed the public hearing.

Upon motion by Mr. Baker and seconded by Mr. Smith, council unanimously ordained to accept the recommendation from the planning board for approval.

Mayor Jarrell opened the public hearing on the following request:

- (d) Amend Existing Conditional Use Permit (CUP-03-23): The property of The Transportation Network Co., Inc., located at the corner of East Dixie Drive, Kenmore Street and Mackie Avenue totaling approximately 23,083 sq. ft., more specifically identified by Randolph County Parcel ID Number 7760274630.

The request is to allow the rental/sales of domestic vehicles.

Mr. Neely was sworn in and submitted the site plan. He described the aforementioned property and stated that East Dixie Drive is a major thoroughfare; Kenmore Street and Mackie Avenue are local streets. The site is served by all city services. The character of the area is commercial along Dixie Drive with a neighborhood residential area to the south. An existing CU Permit allows for a variety of uses. However, at the time the original permit was granted, automobile sales and services was a specific use and was not granted under the retail sales of any item not otherwise prohibited by law. Currently automobile sales is a specific use under the Rental/Sales of Domestic Vehicles use

designation. Conditional Use Permits are granted for one specific use, not a group of uses as specified in the original 1984 permit.

Mr. Neely reviewed the existing conditions (RZ-85-3 Conditions – East Dixie Drive) and recommended that these conditions be continued with the exception of Condition Nos. 6, 9, and 15. These conditions are recommended for deletion, as they are no longer applicable.

Mr. Johnny Harvell, applicant, was sworn in and addressed the four standard tests.

(1) The use will not endanger the public health or safety, as there will be no chemicals, noise, nor paging system, and the lighting is contained to the property itself. (2) The use meets all required conditions and specifications of the Asheboro Zoning Ordinance except for existing Condition No. 12 D, which states “A ten (10) foot wide approved landscape area shall be installed and maintained along all property boundaries that are contiguous to Arrowwood Road, Mackie Avenue and Brookdale Drive. This planting shall be continuous and unbroken except as where required for access and sight distance.” Mr. Harvell stated that there is a concrete ditch in the back of the property, and he does not have 10 feet of property. He would like to plant 10 cedars on the back side and some smaller plants, which he thinks would make a good buffer. (3) The use will not substantially injure the value of adjoining or abutting property, as he owns the adjoining property and thinks it will add to the property value. (4) The use will be in harmony with the area, as there are eight car dealerships on Dixie Drive and the use complies with the LDP.

There being no further comments nor opposition, Mayor Jarrell closed the public hearing.

Upon motion by Mr. Smith and seconded by Mrs. Carter, council voted unanimously to approve the amendment to the existing CU Permit with the modification of Existing Condition No. 12 (D) as per the site plan, based on the four standard tests being met per testimony by Mr. Harvell. The existing conditions shall continue with the exception of deleted Condition Nos. 5, 9 & 15.

The conditions will be detailed in the city attorney's Findings of Fact, Conclusions of Law and Order Granting the Amendment to the Existing CU Permit to be approved by council at its February meeting.

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8. Subdivisions.

(a) Modify Sketch Plan Approval for Northmont Estate Phase I Part V-D (SUB-03-04

Mr. Neely submitted the amended sketch plan and stated that the cul-de-sac was left off of the map that was approved last month. The amended sketch plan includes the cul-de-sac.

Mrs. Billie Wilson, developer, stated that she has extended the street onto the next property.

Upon motion by Mr. Smith and seconded by Mr. Trollinger, council voted unanimously to

approve the amended sketch plan.

9. Re-Appointment of Mr. Jimmy Luther to Asheboro Planning Board, Board of Adjustment, and Water Shed Review Board.

Mr. Neely recommended that Mr. Jimmy Luther be re-appointed to the aforementioned

Boards for a term of six years, January 1, 2003 to January 1, 2009.

Upon motion by Mr. McGlohon and seconded by Mr. Smith, council voted unanimously to approve the re-appointment of Mr. Jimmy Luther.

10. Consideration of Resolution Authorizing The Non-Exclusive Lease of McCrary Park by the City of Asheboro to Finger Lakes Sports, LLC.

Parks & Recreation Director Allen Oliver presented and recommended adoption, by reference,

of the aforementioned resolution.

Upon motion by Mr. Baker and seconded by Mr. Smith, council voted unanimously to adopt the following resolution by reference:

43 RES 1-03

RESOLUTION AUTHORIZING THE SUBLEASE OF PROPERTY BY THE
CITY OF ASHEBORO

WHEREAS, the City of Asheboro (hereinafter referred to as the "City") has a leasehold interest in a certain property known as McCrary Park (hereinafter referred to as the "Ballpark"); and

WHEREAS, Finger Lakes Sports, L.L.C. (hereinafter referred to as "FLS"), as part of its operation of a collegiate summer baseball program, desires to sublease the Ballpark from the City on a non-exclusive basis; and

WHEREAS, the City and FLS desire to provide the citizens of Asheboro and the surrounding areas the opportunity to attend and view collegiate summer baseball; and

WHEREAS, the City is able as a matter of legality and practicality to sublease the Ballpark to FLS on a non-exclusive basis so long as FLS complies with certain terms and conditions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, this 9th day of January, 2003, as follows:

Section 1. The execution of an agreement by the City Manager on behalf of the City of Asheboro with Finger Lakes Sports, L.L.C. for the non-exclusive sublease by the City of the Ballpark to FLS is hereby authorized.

Section 2. The sublease of the Ballpark shall be for such terms and upon such conditions as are specified in the agreement attached to this resolution and labeled as **Exhibit 1**.

S/ David H. Jarrell

David H. Jarrell, Mayor

ATTEST:

S/ Carol J. Cole

Carol J. Cole, City Clerk

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EXHIBIT 1

STATE OF NORTH CAROLINA

AGREEMENT AND LEASE

COUNTY OF RANDOLPH

THIS AGREEMENT AND LEASE is made and entered into this the ____ day of January, 2003, by and between the CITY OF ASHEBORO (hereinafter referred to as the "City"), a municipal corporation existing under the laws of the State of North Carolina and located in Randolph County, North Carolina, and FINGER LAKES SPORTS, L.L.C. (hereinafter referred to as "FLS"), a Washington limited liability company having an office in Randolph County, North Carolina.

WITNESSETH:

WHEREAS, FLS, as part of its operation of a collegiate summer baseball program, desires to lease from the City that certain property known as McCrary Park (hereinafter referred to as the "Ballpark"); and

WHEREAS, the City and FLS desire to provide the citizens of Asheboro and the surrounding areas the opportunity to attend and view collegiate summer baseball; and

WHEREAS, the City is willing to lease the Ballpark on a non-exclusive basis to FLS pursuant to the provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the annual rental fee set forth below, the mutual promises herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Lease. The City hereby leases to FLS for its non-exclusive use, and FLS hereby leases from the City for the non-exclusive use by FLS of that certain ballpark known as McCrary Park (hereinafter referred to the "Ballpark") for a summer collegiate baseball program; said Lease by the City to FLS includes all of the Ballpark's related facilities and parking areas.

2. Term. This Lease shall become effective upon execution of this Agreement by the City and FLS. The term of the lease shall commence on January 1, 2003 and shall terminate on December 31, 2003. The parties shall have the right to extend the terms of this Agreement for five (5) additional one (1) year terms upon the mutual agreement of both of the parties, and such renewal terms shall be upon the same terms and conditions set out in this Agreement. If a party hereto, with or without cause, does not wish to extend this Agreement, such party must provide to the other party, at least sixty (60) days prior to the expiration of the then current term of the Agreement, written notice of the intent not to renew the Agreement. Once the notice referenced

in the preceding sentence is properly given, this Agreement shall terminate at the expiration of the then current term without further action by either party.

3. Rent. During each term of this Lease, rent in the sum of six thousand two hundred forty and no/100 dollars (\$6,240.00) per year shall be paid by FLS to the City according to the following schedule:

(a) On or before May 15 of each calendar year, a payment of two thousand eighty and no/100 dollars (\$2,080.00) shall be paid by FLS to the City; and

(b) On or before July 15 of each calendar year, a payment of two thousand eighty and no/100 dollars (\$2,080.00) shall be paid by FLS to the City; and

(c) On or before September 15 of each calendar year, a payment of two thousand eighty and no/100 dollars (\$2,080.00) shall be paid by FLS to the City.

The above-listed rental is based on a flat charge of two hundred forty and no/100 dollars per game played at the Ballpark. The total annual rental is calculated on the assumption that, at a minimum, the Ballpark will be utilized by FLS for twenty-six (26) games. At the conclusion of each season, the City will review the amount of usage of the Ballpark by

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FLS. If the Ballpark was not utilized by FLS for a minimum of twenty-six (26) baseball games, the City shall reduce the amount of the third installment payment owed by FLS to the City for the then current term of the lease by an amount equal to two hundred forty and no/100 dollars (\$240.00) multiplied by the number of games that make up the difference between the actual number of games for which FLS utilized the Ballpark and the number twenty-six (26). Regardless of the number of games for which FLS utilizes the Ballpark, the maximum amount of the annual rental shall be six thousand two hundred forty and no/100 dollars (\$6,240.00).

4. Use. FLS may use the demised premises only for playing baseball, promoting baseball, baseball practices, and any other events or activities that are ancillary thereto and that have been approved by the City. FLS may use the Ballpark for baseball practice on non-game days provided that the City has scheduled no other event at the Ballpark for the same day and time as the proposed practice day and time.

5. Staffing. Subject to the provisions of Section 7 of this Agreement, FLS shall, at its sole expense, be responsible for all of the staffing of the Ballpark, parking lot, field, and related facility positions that have to be staffed for FLS events.

6. Alterations or Improvements. No alterations, improvements, or structural changes of any kind may be made to the premises without the express written consent of the City. If consent is sought by FLS for alterations, improvements, or structural changes of any kind to the premises, the decision as to whether or not to grant such consent shall be within the sole discretion of the City. Furthermore, such consent may be conditioned on the acceptance and compliance of FLS with any conditions deemed necessary and proper by the City.

7. Concessions and Concession Facilities. The Asheboro Kiwanis Club shall have the right of first refusal to operate concessions at FLS events. In the event of a decision by the Asheboro Kiwanis Club to decline to operate concessions at FLS events or the Asheboro Kiwanis Club's failure to comply with the requirements contained within the next paragraph, FLS shall have the exclusive right to operate concessions at FLS events. The right of FLS to operate concessions at FLS events under the circumstances prescribed by the preceding sentence does not impact in any manner the exclusive right held by the Asheboro Kiwanis Club to operate concessions and to retain revenue derived therefrom for American Legion baseball events.

Any operational agreements or memorandums of understanding between the Asheboro Kiwanis Club and FLS are to be developed and agreed upon as a matter of private negotiation between the two organizations. However, any such private agreements or arrangements entered into by and between the Asheboro Kiwanis Club and FLS shall be in strict compliance with the terms and conditions of this Lease. Any operator of concessions shall be responsible for performing all of the operational tasks and bearing all of the costs associated with operating concessions without any assistance from the City. In addition to staffing the concession operations, such tasks and costs include but are not limited to purchasing and maintaining concession equipment, products, and/or inventory. Furthermore, the operator of concessions shall be responsible for operating the concession facilities in a sanitary manner and for obtaining and maintaining all necessary and appropriate permits.

8. Novelty Sales. FLS shall have the exclusive rights to operate the novelty sales for FLS events and to the revenue derived therefrom.

9. Promotion and Advertising. FLS shall have the exclusive right to lease advertising media at the Ballpark during FLS events and to the revenue derived therefrom. All such advertising media shall consist of either existing advertising media or shall be approved by the City prior to installation; such approval shall not be unreasonably withheld. Furthermore, FLS shall have exclusive radio and television broadcast rights and privileges for all FLS events and to all revenues derived therefrom.

10. Scoreboard and PA System. The Asheboro Kiwanis Club owns the scoreboard and PA system. However, the City is authorized to grant and does hereby grant the privilege to use the electronic scoreboard and PA system to FLS. FLS shall notify the City if either system is not working properly.

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11. Insurance. At all times during the initial lease term and any extensions thereof, FLS shall, at its own expense, maintain and keep in full force and effect general liability insurance against claims for bodily injury, death, or property damage occurring on or about the demised premises with a per occurrence limit of not less than one million dollars (\$1,000,000.00). During the initial term of this lease and any extensions thereof, the City shall be named as an additional insured in any policies obtained by FLS as a consequence of the requirements imposed by the preceding sentence. Furthermore, the City will be furnished annually with Certificates of Insurance in a form satisfactory to the City, and all policies shall provide for thirty (30) days advance written notice to the City of material change, cancellation, or non-renewal of said policies.

12. Utilities. All utilities (electricity, water, and sewer) shall remain in the name of the City, and the City shall pay these utility charges.

13. Maintenance and Clean-Up Responsibilities.

(a) The City shall be responsible for infield maintenance required for FLS games and practices prior to the commencement of a game or a practice session. Said maintenance includes dragging and lining the field. However, FLS shall be responsible for any infield maintenance required during a game or during a double header.

(b) The City shall be responsible for regular mowing of the playing field and the surrounding areas during the season.

(c) The City shall be responsible for cleaning up the Ballpark's facilities, including but not limited to the fields, grandstands, restrooms, press box, and parking areas, after each FLS event. Solid waste collected by FLS staff during games shall be deposited in plastic bags in accordance with the rules and regulations governing the bagging and placement of solid waste for removal by the City's Sanitation Department.

(d) The City will be responsible for removal of the properly bagged solid waste from the premises.

14. Scheduling. During the initial term of this lease and any extensions thereof, FLS and the City's Parks and Recreation Department shall work in a good faith effort to avoid scheduling conflicts at the Ballpark by coordinating, to the extent possible, FLS events and other non-FLS related events that are to take place at the Ballpark. Accordingly, by January 10 of each year of this Lease Agreement, the Director of the City's Parks and Recreation Department shall notify FLS of the dates when the Ballpark will not be available during the remainder of that calendar year. If a scheduling conflict arises between a FLS event and any other event proposed for the Ballpark, the Director of the City's Parks and Recreation Department is authorized and directed to resolve the scheduling conflict by reviewing the available information and making a final decision that is in the best interests of the City as to the schedule of events that will be followed at the Ballpark.

15. Indemnification. FLS hereby promises and agrees to hold harmless and indemnify the City against any and all liabilities, costs, losses, damages, injuries, claims, judgments, or awards, including without limitation attorney fees, court costs, and costs incidental to any litigation, arising out of or resulting from (a) the use or occupancy of the premises by FLS; (b) any injury or damage happening on or about the premises that is caused by the negligent act or omission of FLS or one of its officers, employees, agents, or representatives (whether paid or unpaid); (c) any breach of the terms of this Agreement and Lease; or (d) failure on the part of the FLS to comply with any law or governmental regulation.

16. Subleasing/Assignment. With the exception of the lease option extended to Coastal Plain League, L.L.C. in paragraph number 17 of this Lease Agreement, FLS shall not sublease or assign this Lease without the prior written consent of the City. The City reserves the right to refuse with or without cause to grant any such consent.

17. Lease Option and Termination in Event of Default. In the event that FLS fails to meet the requirements of this Lease Agreement, the City shall notify FLS and the Coastal Plain League, L.L.C. (hereinafter referred to as the "League") in writing of such default by FLS. Upon receipt of said notification from the City, the League shall have twenty (20) days from the date of receipt of the aforementioned Notice in which to exercise its option to assume the Lease under the same terms and conditions as were extended to FLS and for the remainder of the then current term and any extensions thereof. If the League fails to exercise its option in writing within

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twenty (20) days of written notification from the City of a default by FLS, then the League shall be deemed to have waived its right to exercise said option.

In the absence of the option referenced above, if either the City or FLS shall fail to perform, keep, and observe any of the terms, covenants, and conditions herein contained and shall remain in default thereof for a period of thirty (30) days after written notice from the party not in default calling attention to such default, the party not in default may declare the Lease Agreement terminated and canceled and:

(a) In the case of the City, the City may take possession of the Ballpark without prejudice to any other legal remedy that it might have available to it on account of default by FLS.

(b) In the case of FLS, FLS may vacate the Ballpark without prejudice to any other legal remedy that it have available to it on account of default by the City.

18. Waiver of Liability. FLS shall maintain its own property insurance with coverage against theft or damage to any and all personal property that it stores in or about the demised premises. FLS assumes all risk and responsibility in connection with the safekeeping of

all of its equipment and personal property left on the demised premises. Furthermore, FLS agrees to hold the City harmless for any damage of whatever nature occurring to said property while it is located on the demised premises.

19. Binding on Successors and Assigns. All covenants and agreements of this

Lease shall be binding upon and inure to the benefit of the respective successors and assigns of the City and FLS.

20. Notices. All notices required to be given or authorized to be given by any party pursuant to this Lease shall be in writing and shall be served personally or by certified mail, return receipt requested, with postage prepaid and addressed as follows:

To the City:

City of Asheboro

146 North Church Street

Post Office Box 1106

Asheboro, North Carolina 27204-1106

Attention: City Manager

To FLS:

Asheboro Copperheads

Post Office Box 4424

Asheboro, North Carolina 27204

Attention: Pat Brown, General Manager

To the League:

Coastal Plain League, L.L.C.

4900 Waters Edge Drive, Suite 201

Raleigh, North Carolina 27606-2645

Attention: Pete Bock, President

21. Amendment of Lease Agreement. This Lease Agreement may be amended from time to time only by written agreement duly authorized and executed by the parties hereto.

22. Severability of Lease Agreement. If any provisions of this Lease Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

23. Counterparts of Lease Agreement. This Lease Agreement may be executed in several counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will

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execute any and all documents or other instruments and take such other action as is necessary to give effect to the terms of this Lease Agreement.

24. Survivability of Provisions of Agreement. The representations, warranties, and indemnification provisions contained herein shall survive the termination of this Lease Agreement.

25. No Waiver of Lease Agreement Provisions. No waiver by either party of any term or condition of this Lease Agreement will be deemed to constitute a waiver of any subsequent breach whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Agreement. Making payments pursuant to this provision during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any of the claims or defenses of the party making such payment. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted the waiver.

26. Applicable Law. This Lease Agreement shall be governed and construed under and pursuant to the laws of the State of North Carolina.

27. Entirety of Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter of the agreement and supersedes all prior arrangements and communications between the parties.

28. Informed and Voluntary Execution of Agreement. Each party herein expressly represents and warrants to all other parties hereto that (a) before executing this Lease Agreement, said party has fully informed itself of the terms, contents, conditions and effects of this Lease Agreement; (b) said party has relied solely and completely upon its own judgment in executing this Lease Agreement; (c) said party has had the opportunity to see and has obtained the advice of counsel before executing this Lease Agreement; (d) said party has acted voluntarily and of its own free will in executing this Lease Agreement; (e) said party is not acting under duress,

whether economic or physical, in executing this Lease Agreement; and (f) this Lease Agreement is the result of arm's length negotiations conducted by and among the parties and their respective counsel.

29. Joint Negotiation and Drafting of Agreement. The parties agree and acknowledge that they have jointly participated in the negotiation and drafting of this Lease Agreement. In the event of an ambiguity or a question of intent or interpretation arises, this Lease Agreement shall be construed as if drafted jointly by the parties and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Lease Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. If any party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant.

30. Headings. The headings are for convenience and reference only and in no way define and limit the scope and content of this AGREEMENT or in any way affect its provisions.

31. Warranty of Authorization to Execute Agreement. By signature below, the parties represent and warrant that the undersigned are authorized to enter into this Lease Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first above written.

[Signatures on Next Page]

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CITY:

CITY OF ASHEBORO, a municipal corporation under the laws of the State of North Carolina

By: _____

Name: _____

Title: _____

FLS:

Finger Lakes Sports, L.L.C., a Washington limited liability company

By: _____

Name: _____

Title: _____

11. Resolution of Intent to Consider Annexation of 27.332 Acres Along East Allred Street, Cheddington Drive, Lansdowne Lakes Lane and Yorkmont Court (Portion of Hamlet Lakes Subdivision Section 4).

Mr. Bunker reported that the aforementioned properties have water and sewer available. Since this is an involuntary annexation, the law requires that the city hold a public meeting for presentation of the annexation report, which is scheduled for 7:00 PM, January 23, 2003; hold a public informational meeting, which is scheduled for 7:00 PM, February 27, 2003; and hold a public hearing for consideration of the annexation, which is scheduled for 7:00 PM, March 20, 2003. The effective date for annexation is proposed for July 1, 2003. Mr. Bunker presented and recommended adoption, by reference, of the aforementioned resolution.

Upon motion by Mr. Priest and seconded by Mrs. Carter, council voted unanimously to adopt the following resolution by reference:

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RESOLUTION STATING THE INTENT OF THE CITY OF ASHEBORO TO CONSIDER ANNEXATION OF THE AREA DESCRIBED HEREIN AND FIXING THE DATE OF A

PUBLIC INFORMATIONAL MEETING AND A PUBLIC HEARING ON THE

QUESTION OF ANNEXATION

(A Portion of Hamlet Lakes Subdivision Section 4 Consisting of

Approximately 27.332 Acres along East Allred Street, Cheddington Drive,

Lansdowne Lakes Lane, and Yorkmont Court)

BE IT RESOLVED by the City Council of the City of Asheboro that:

Section 1. It is the intent of the City Council of the City of Asheboro to consider annexation of the following described territory pursuant to Chapter 160A, Article 4A, Part 3 of the General Statutes of North Carolina:

Asheboro Township, Randolph County, North Carolina:

BEGINNING at an existing iron pipe/pin that is set on the existing corporate limits line of the City of Asheboro, said existing iron pipe/pin is located by means of the North Carolina Coordinate System at the coordinates of North 723,928.950 feet and East 1,766,504.373 feet (NAD 27); thence from said Beginning point along the existing corporate limits line of the City of Asheboro the following course and distance: South 86 degrees 53 minutes 41 seconds East 251.98 feet to an iron pipe; thence along the Lloyd Hamlet property described in Deed Book 683, Page 138, Randolph County Registry the following courses and distances: South 46 degrees 13 minutes 49 seconds West 263.06 feet to an iron pipe; thence South 00 degrees 09 minutes 41 seconds East 160.31 feet to an iron pipe; thence South 63 degrees 55 minutes 49 seconds West 125.00 feet to a iron pipe; thence South 22 degrees 46 minutes 19 seconds West 350.56 feet to an iron pipe; thence South 12 degrees 47 minutes 11 seconds East 224.12 feet to an iron pipe; thence South 19 degrees 01 minute 49 seconds West 303.85 feet to an iron pipe; thence North 77 degrees 15 minutes 41 seconds West 326.88 feet along the Clyde Kistler property described in Deed Book 1090, Page 611, Randolph County Registry to an iron pipe; thence North 75 degrees 17 minutes 11 seconds West 310.90 feet along the County of Randolph property described in Deed Book 1512, Page 1084, Randolph County Registry to an iron pipe; thence North 69 degrees 36 minutes 11 seconds West 176.80 feet to an iron pipe; thence along the Duane McCartney property described in Deed Book 1246, Page 1176, Randolph County Registry the following courses and distances: North 16 degrees 58 minutes 49 seconds East 129.36 feet to an iron pipe; thence North 77 degrees 03 minutes 11 seconds West 264.26 feet to an iron pipe set on the Eastern right-of-way line of East Allred Street (North Carolina State Road 2182); thence along the Eastern right-of-way line of East Allred Street the following courses and distances: North 10 degrees 29 minutes 19 seconds East 273.33 feet to an iron pipe; thence North 15 degrees 43 minutes 49 seconds East 91.34 feet to an iron pipe; thence following the radius of a curve having a radius of 519.01 feet that continues along the Eastern right-of-way line of East Allred Street North 26 degrees 41 minutes 49 seconds East a chord distance of 100.00 feet to an iron pipe; thence North 34 degrees 43 minutes 49 seconds East 40.00 feet to an iron pipe; thence North 76 degrees 16 minutes 38 seconds West 67.05 feet across East Allred Street to a point not set on the existing corporate limits line of the City of Asheboro; thence along the existing corporate limits line of the City of Asheboro and the Western right-of-way line of East Allred Street the following courses and distances: North 39 degrees 32 minutes 06 seconds East 107.14

feet to a point not set; thence North 36 degrees 59 minutes 53 seconds East 208.15 feet to a point not set; thence North 41 degrees 16 minutes 58 seconds East 124.68 feet to a point not set; thence South 71 degrees 00 minutes 11 seconds East 56.65 feet back across East Allred Street to an iron pipe; thence South 71 degrees 00 minutes 11 seconds East 189.37 feet to an iron pipe; thence North 22 degrees 29 minutes 09 seconds East 138.30 to an iron pipe, said iron pipe is located by means of the North Carolina Coordinate System at the coordinates of North 723,969.680 feet and East 1,765,902.620 feet (NAD 27); thence South 86 degrees 07 minutes 41 seconds East 603.41 feet to the point and place of the BEGINNING, containing 27.332 acres, more or less.

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This description is in accordance with a plat of survey entitled "Annexation Plat Prepared For City Of Asheboro (-) Portion Of Hamlet Lakes Subdivision Sec. 4." Mr. Philip M. Henley, Professional Land Surveyor with Registration Number L-1494, certified that this plat of survey was drawn under his supervision. Said plat of survey was dated October 30, 2002.

Section 2. A public informational meeting on the question of annexing the above-described territory will be held in the City Council Chambers of the Asheboro Municipal Building, which is located at 146 North Church Street in Asheboro, North Carolina, at 7:00 o'clock p.m. on the 27th day of February, 2003. At this public informational meeting, plans for extending services to said territory will be explained, and all residents and property owners in said territory along with all residents of the City of Asheboro will be given an opportunity to ask questions and receive answers regarding the proposed annexation.

Section 3. A public hearing on the question of annexing the above-described territory will be held in the City Council Chambers of the Asheboro Municipal Building, which is located at 146 North Church Street in Asheboro, North Carolina, at 7:00 o'clock p.m. on the 20th day of March, 2003. At this public hearing, plans for extending services to said territory will be explained, and all residents and property owners in said territory along with all residents of the City of Asheboro will be given an opportunity to be heard.

Section 4. A report of plans for extending services to the above-described territory shall be made available for public inspection at the office of the City Clerk at least thirty (30) days prior to the date of the public informational meeting. The statement of financial impact contained in the report shall be delivered to the Randolph County Board of Commissioners at least thirty (30) days prior to the date of the public informational meeting.

Section 5. A legible map of the area to be annexed and a list of persons holding freehold interests in property in the area to be annexed who have been identified shall be posted in the office of the City Clerk at least thirty (30) days prior to the date of the public informational meeting.

Section 6. Notice of the public informational meeting and public hearing shall be given by publication and by first class mail as required by Section 160A-49 of the North Carolina General Statutes.

Adopted this the 9th day of January, 2003.

Jarrell _____

S/ David H.
David H. Jarrell, Mayor

ATTEST:

S/ Carol J. Cole

Carol J. Cole, City Clerk

12. Finance & Public Safety and Public Works Matters.

No official meetings were held.

There being no further business, the meeting was adjourned at 9:50 PM.

Carol J. Cole, CMC, City Clerk

David H. Jarrell, Mayor