

**REGULAR MEETING  
ASHEBORO CITY COUNCIL  
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING  
THURSDAY, JULY 11, 2013  
7:00 p.m.**

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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 staff members present:

David H. Smith            ) – Mayor Presiding  
  
Talmadge S. Baker        )  
Clark R. Bell             )  
Edward J. Burks         )  
Linda H. Carter         ) – Council Members Present  
Michael W. Hunter       )  
Walker B. Moffitt       )  
Charles A. Swiers        )

John N. Ogburn, III, City Manager  
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal  
John L. Evans, Assistant Community Development Director  
Michael L. Leonard, P.E., City Engineer  
Justin T. Luck, Zoning Administrator/Planner  
Ralph W. Norton, Interim Chief of Police  
Trevor L. Nuttall, Community Development Director  
Deborah P. Reaves, Finance Director  
Jeffrey C. Sugg, City Attorney  
E. Todd Swaney, Police Captain  
Jody P. Williams, Interim Assistant Chief of Police

**1. Call to order.**

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

**2. Silent prayer and pledge of allegiance.**

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

**3. Recognition of Rickey D. Wilson, Chief of Police (Retired), for his years of dedicated service to the City of Asheboro.**

On behalf of the city government, Mayor Smith and Mr. Ogburn expressed sincere appreciation for Chief Wilson's service to the city. As part this acknowledgement of the Chief's loyal service, Mr. Ogburn presented Chief Wilson with plaques that included his badge. Interim Chief Norton presented the former chief with the service side arm that he carried at the time of his retirement.

Chief Wilson thanked everyone for allowing him to serve the City of Asheboro.

**4. Consent agenda:**

Upon motion by Mr. Burks and seconded by Ms. Carter, Council voted unanimously to approve the following consent agenda items:

- (a) The minutes of the City Council's regular meeting on June 6, 2013.**
- (b) The minutes of the City Council's special meeting on June 27, 2013.**
- (c) The findings of fact, conclusions of law, and order entered under land use case number SUP-13-03.**

IN THE MATTER OF THE APPLICATION BY BRIAN THOMAS FOR A SPECIAL USE PERMIT  
AUTHORIZING A RESIDENTIAL PLANNED UNIT DEVELOPMENT

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING THE REQUESTED SPECIAL  
USE PERMIT

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THIS MATTER was brought before the Asheboro City Council (hereinafter referred to as the "Council") for hearing during a regular meeting of the Council that was held on June 6, 2013. After receiving sworn testimony during a combined hearing that was conducted on June the 6<sup>th</sup> as a quasi-judicial proceeding designed to gather competent evidence on the questions of whether the applicant's request for a change in zoning, the issuance of a special use permit, and the approval a subdivision sketch design plat should be granted, the Council, on the basis of competent, material, and substantial evidence, hereby resolves the question of the issuance of the requested special use permit by entering the following:

FINDINGS OF FACT

1. Mr. Brian Thomas (hereinafter referred to as the "Applicant") has submitted an application for a Special Use Permit that would authorize the development of a residential planned unit development on 106.13 acres, more or less, of land currently owned by Ms. Phyllis E. Thomas.

2. The site of the proposed residential planned unit development is located at 2513 Old Cedar Falls Road and consists of a single parcel of land that is more specifically identified by Randolph County Parcel Identification Number 7772117810. This parcel of land will be hereinafter referred to as the "Zoning Lot."

3. A single-family residence is currently located on the Zoning Lot, which also has a significant amount of undeveloped area.

4. When the Applicant's land development approval requests were submitted, the Zoning Lot was located in an R40 (low-density residential) zoning district. In response to a properly filed application for a legislative rezoning, and prior to deliberating on whether the requested special use permit should be approved, the Council placed the Zoning Lot in an R10 (medium-density residential) zoning district.

5. The Asheboro Zoning Ordinance authorizes the location of a residential planned unit development in an R10 zoning district so long as the special use permitting process is utilized to seek approval for such a land use.

6. The existing land uses located within the immediate vicinity of the Zoning Lot are agricultural and low-density residential uses.

7. The Growth Strategy Map identifies the area in which the Zoning Lot is located as an "Economic Development" area, and the Proposed Land Development Plan Map designates this location as a "Neighborhood Residential" area.

8. The Zoning Lot is located within the corporate limits of the City of Asheboro.

9. Municipal water and sanitary sewer lines do not currently extend to the Zoning Lot, but the developer can, and expressed the intent as part of the stated plan of development, to extend these lines to the lot.

10. Old Cedar Falls Road (North Carolina Secondary Road 2216) is a state-maintained major thoroughfare.

11. The site plan submitted by the Applicant indicates two (2) entrances will be utilized to access the Zoning Lot.

12. The City of Asheboro Land Development Plan 2020 proposes the development of a recreational greenway on the Zoning Lot.

13. The Council has previously issued special use permits for this property. The progression of special use permits is as follows:

- (a) Case Number SUP-06-12: This permit authorized the development of a recreational vehicle resort on this parcel of land and an adjoining parcel of land to the northwest with 815 sites within the resort.
- (b) Case Number SUP-07-06: Modified the preceding special use permit to authorize a recreational vehicle resort on the current single lot with 441 sites within the proposed resort.
- (c) Case Number SUP-11-01: Modified the preceding special use permit to authorize a recreational vehicle resort on the current Zoning Lot with 198 sites within the resort.

14. The permit issued under case number SUP-11-01 included an additional change with the proposed development of an agricultural tourism facility as an optional amenity of the resort. The earlier proposals did not include such a facility.

15. The application currently under review (Case No. SUP-13-03) proposes a residential planned unit development on the Zoning Lot with 160 attached dwelling units located within 80 residential structures. The proposed development includes a manager's quarters, community store, and active/passive recreation space.

16. In the form of an amenity, the Applicant's plan of development includes a proposed agricultural tourism facility with a 500-seat banquet facility connected to genuine agricultural uses occurring on the Zoning Lot.

17. There are four accessory residential structures included within the submitted site plan.

18. Private streets, including a gatehouse that would restrict visitor access to the property, are proposed for the development.

19. During the hearing of this matter, the City of Asheboro Community Development Director offered uncontroverted testimony that, with the conditions suggested by the city's community development division staff, the site plan submitted by the Applicant is in compliance with the prescribed regulations and specifications of the Asheboro Zoning Ordinance.

20. The Community Development Director offered for attachment to any permit issued by the Council the following conditions that are designed to ensure that the proposed land use satisfies the standards established for the issuance of a special use permit:

(A) The site plan depicts an agricultural tourism facility within the exterior common area of the residential planned unit development. Due to the fact that the total acreage of the Zoning Lot was utilized by the Applicant to comply with, and in fact exceed, the acreage requirements established in Subsection A of Section 630 of the Asheboro Zoning Ordinance as a baseline for any residential planned unit development land use, the proposed agricultural tourism facility has not been reviewed or approved by the Council as a stand-alone land use. Instead, the agricultural tourism facility depicted on the site plan is hereby expressly approved under this special use permitting process as an optional amenity located within the exterior common area of the approved residential planned unit development land use. As an optional amenity in the exterior common area, the continuing ownership and maintenance responsibilities/obligations associated with the proposed agricultural tourism facility must be addressed by the Applicant in an integrated and comprehensive manner with the ownership and maintenance responsibilities/obligations established for the entirety of the common area located throughout the residential planned unit development. The transfer or conveyance of the proposed agricultural tourism facility as a stand-alone land use will be deemed to be a modification of this permit that requires a new special use permit.

(B) While optional amenities located in the exterior common area such as the proposed agricultural tourism facility do not have to be constructed as a condition precedent to the recordation of a final plat for Phase One of the residential planned unit development, the entirety of the acreage utilized for exterior common area must be included as part of Phase One on the final plat.

(C) The Applicant can continue to engage in the land use activities that are noted on the approved site plan and for which a special use permit is not required so long as such uses are conducted in strict compliance with the zoning ordinance. Any alteration or expansion of these uses that complies with the zoning ordinance will not be deemed to be a modification that requires a new special use permit.

(D) The construction/use of the residential accessory structures noted on the site plan is subject to continuing strict scrutiny. Failure to comply with the requirements of the zoning ordinance shall result in enforcement action, including without limitation the pursuit of equitable relief to authorize the demolition of said structures.

(E) Prior to the issuance of a Certificate of Zoning Compliance for the residential planned unit development, all required amenities in Phase One, as shown on the

approved site plan, shall be built. This requirement pertains to, but is not limited to, recreation courts, pools, and the clubhouse shown on the site plan. Such areas shall be properly graded, stabilized, and seeded for the purpose so indicated.

(F) Prior to the issuance of a Certificate of Zoning Compliance for Phase One, homeowners' association documents, which contain provisions consistent with this order, shall be recorded in the office of the Randolph County Register of Deeds. Such homeowners' documents shall include, but not be limited to, maintenance responsibilities of the association (including specifying maintenance responsibilities for all residential structures and the agricultural tourism facility use within the common area) and a prohibition of on-street parking within the development.

(G) The proposed gravity sewer line along and across Old Cedar Falls Road, which is proposed for eventual maintenance by the City of Asheboro, must be constructed to City of Asheboro standards and specifications and receive the appropriate approvals from the NCDOT and NCDENR. A manhole or cleanout shall be provided on the property line of the Zoning Lot at the street right-of-way to separate the maintenance responsibilities of the City of Asheboro from the perpetual maintenance obligations of the property owner and any successors in interest. The sanitary sewer infrastructure within the Zoning Lot, which includes all of the low-pressure sewer facilities, is not publicly owned and/or maintained and shall be maintained by the property owner and successors in interest.

(H) Due to the fact that the water line to be constructed along Old Cedar Falls Road, as well as the master water meter for the residential planned unit development area and the banquet facility area, are proposed for eventual ownership and maintenance by the City of Asheboro, this infrastructure must be constructed to City of Asheboro standards and specifications, and receive the appropriate approvals from the NCDOT and NCDENR. Maintenance easements for the water meter must be granted to the City of Asheboro.

(I) Significant existing vegetation shall be preserved. Clearing and grading shall be permitted where strictly necessary for construction of the parking areas, installation of water and sewer lines, and/or other infrastructure required for improvements authorized by the special use permit, including the approved site plan.

(J) The proposed buffer plantings as shown on the landscaping plan and located along the Donald Henley property shall be installed as part of Phase One.

(K) An engineering study of storm water runoff shall be made of the Zoning Lot. If this study indicates that post development runoff will exceed predevelopment conditions, plans for runoff control shall be designed and certified by a professional engineer. Such controls shall be designed to reduce the runoff during the occurrence of a 10-year storm to predevelopment volumes and rates. Prior to the issuance of a certificate of occupancy, a professional engineer shall provide certification that the storm water controls were built according to the plans. Any open water retention or drainage areas shall be sprayed regularly for mosquito control. The continued maintenance of all runoff control measures shall be the responsibility of the property owner and any successors in interest.

(L) In order to comply with the fire code, the access road to the accessory residential dwellings shown on the site plan shall, at a minimum, be 20 feet wide and provide all-weather driving capabilities.

(M) The site plan depicts two entrances into the residential planned unit development. Construction of the second entrance shall be required prior to the issuance of a Certificate of Occupancy for any phase in which the total number of units for the development as a whole exceeds 30. The final location of these entrances is subject to NCDOT approval and City of Asheboro approval as it relates to the 2012 Fire Code.

(N) Maintenance of all water lines and fire hydrants shown on the approved site plan shall be the responsibility of the property owner and any successors in interest. Fire hydrants must be maintained as required by the manufacturer's recommendations for the brand of hydrant installed.

(O) Maintenance of all recreation areas, parking lots, roads, and drainage facilities that are not specifically labeled on the approved site plan as publicly owned and maintained shall be the responsibility of the property owner and any successors in interest.

(P) The Land Development Plan 2020 (LDP) identifies a future greenway on these properties. A 20-foot wide greenway/recreation easement shall be provided in the

location recommended by the LDP prior to the final approval of Phase One. These required greenway/recreation easements shall be conveyed to the City by means of instrument(s) approved by the City Attorney. Upon receipt of approval from the City Attorney, the said easements shall be filed with the Zoning Administrator for recordation in the office of the Register of Deeds for Randolph County prior to the recordation of any Final Plat.

(Q) Prior to the issuance of a Zoning Compliance Permit, detailed plans concerning solid waste disposal shall be submitted to city staff and receive the proper approval from the City of Asheboro Environmental Services Department. Individual garbage/recycling container pick-up by the city is not available on privately maintained streets. The number of dumpsters provided for the number of units developed in each phase shall be subject to approval by the city's Environmental Services Department.

(R) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the owner(s) of the Zoning Lot shall submit a revised site plan to city staff including the following:

- (i) Location of area(s) for solid waste disposal.
- (ii) Corrections of omissions including labeling of sidewalks connecting all residential units, parking areas, recreation facilities, and trash facilities extending to Old Cedar Falls Road.
- (iii) Corrections of clerical errors including labeling lot requirements, number of lots, and removal of "unsubdivided lots" information as well as references to an RV resort.
- (iv) Additional information regarding building elevations to ensure compliance with residential design standards detailed in the Asheboro Zoning Ordinance.
- (v) A notation on the plan that outdoor storage of recreational vehicles is prohibited.
- (vi) Corrections incorporating inclusion of the secondary access drive to the townhouse portion of the residential planned unit development as shown on the Master Sketch Plan.

(S) In order to remove any ambiguity as to the land use regulations and restrictions applicable to development activities occurring on the Zoning Lot, the Applicant and owners of the Zoning Lot must agree, without reservation, that the only special use permit site plan approval and supplemental conditions applicable to the Zoning Lot as of the issuance date of the requested special use permit are the approval and conditions found under case number SUP-13-03. The Applicant and the owner(s) of the Zoning Lot shall explicitly abandon and relinquish any claim to development rights granted under earlier special use permits, specifically including the permit issued under case number SUP-11-01.

(T) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the owner(s) of the Zoning Lot shall properly execute for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Special Use Permit in the chain of title for the Zoning Lot.

21. Mr. Scott Eggleston, Esq. represented the Applicant during the hearing of this matter, and he informed the Council of his client's decision to accept and comply with the conditions recommended by the Community Development Division staff.

22. After reviewing the current proposal, Mr. Jim Wright, who is a certified real estate appraiser, offered his unchallenged professional opinion that the proposed land use would not substantially injure or impair the value of adjoining or abutting properties.

23. No evidence was offered during the hearing of this matter to show that any abnormally hazardous activity would be occurring on the Zoning Lot as a consequence of the proposed land use(s).

24. No testimony was offered in opposition to the Applicant's request.

Based on the foregoing findings of fact, the Council makes the following:

#### CONCLUSIONS OF LAW

1. Pursuant to Section 602.1 of the Asheboro Zoning Ordinance, the Council must find that the Applicant has met four (4) general standards before an application for a special use permit may be approved. The four standards are as follows:

- (A) That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.
- (B) That the use meets all required conditions and specifications.
- (C) That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity.
- (D) That the location and character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located and in general conformity with the plan of development of Asheboro and its environs.

2. When an applicant has produced competent, material, and substantial evidence tending to establish the existence of the facts and conditions that the ordinance requires for the issuance of a special use permit, prima facie the applicant is entitled to the permit. A denial of the permit has to be based upon findings contra, which are supported by competent, substantial, and material evidence appearing in the record.

3. In this case, the Applicant has properly submitted an application for a special use permit authorizing the development of a residential planned unit development on the Zoning Lot that is located in an R10 zoning district.

4. In light of the available evidence and the express agreement of the Applicant to accept and comply with the conditions recommended by the Community Development Division staff, the Applicant's site plan for the proposed land use is compliant with the applicable requirements of the Asheboro Zoning Ordinance.

5. On the basis of the evidence presented during the hearing of this matter, the Council has concluded that the proposed use meets the four (4) general standards for the granting of a special use permit. More specifically, the proposed use will not materially endanger the public health or safety, meets all required conditions and specifications of the zoning ordinance, will not substantially injure the value of adjoining or abutting property, and will be in harmony with the area in which it is to be located and is in general conformity with Asheboro's plan of development.

Based on the above-recited findings of fact and conclusions of law, the Council hereby enters the following:

#### ORDER

The Applicant, Mr. Brian Thomas, is hereby issued a special use permit authorizing the development of a residential planned unit development, as defined by the Asheboro Zoning Ordinance, on the Zoning Lot. This Special Use Permit shall be valid so long as, and only so long as, Brian Thomas, and his heirs, successors, and assigns, develop and conduct the approved land use in compliance with the approved site plan, the provisions of the Asheboro Zoning Ordinance, and remain in strict compliance with the following conditions:

- (A) The site plan depicts an agricultural tourism facility within the exterior common area of the residential planned unit development. Due to the fact that the total acreage of the Zoning Lot was utilized by the Applicant to comply with, and in fact exceed, the acreage requirements established in Subsection A of Section 630 of the Asheboro Zoning Ordinance as a baseline for any residential planned unit development land use, the proposed agricultural tourism facility has not been reviewed or approved by the Council as a stand-alone land use. Instead, the agricultural tourism facility depicted on the site plan is hereby expressly approved under this special use permitting process as an optional amenity located within the exterior common area of the approved residential planned unit development land use. As an optional amenity in the exterior common area, the continuing ownership and maintenance responsibilities/obligations associated with the proposed agricultural tourism facility must be addressed by the Applicant in an integrated and comprehensive manner with the ownership and maintenance responsibilities/obligations established for the entirety of the common area located throughout the residential planned unit development. The transfer or conveyance of the proposed agricultural tourism facility as a stand-alone land use will be deemed to be a modification of this permit that requires a new special use permit.
- (B) While optional amenities located in the exterior common area such as the proposed agricultural tourism facility do not have to be constructed as a condition precedent to the recordation of a final plat for Phase One of the residential planned unit development, the entirety of the acreage utilized for exterior common area must be included as part of Phase One on the final plat.

- (C) The Applicant can continue to engage in the land use activities that are noted on the approved site plan and for which a special use permit is not required so long as such uses are conducted in strict compliance with the zoning ordinance. Any alteration or expansion of these uses that complies with the zoning ordinance will not be deemed to be a modification that requires a new special use permit.
- (D) The construction/use of the residential accessory structures noted on the site plan is subject to continuing strict scrutiny. Failure to comply with the requirements of the zoning ordinance shall result in enforcement action, including without limitation the pursuit of equitable relief to authorize the demolition of said structures.
- (E) Prior to the issuance of a Certificate of Zoning Compliance for the residential planned unit development, all required amenities in Phase One, as shown on the approved site plan, shall be built. This requirement pertains to, but is not limited to, recreation courts, pools, and the clubhouse shown on the site plan. Such areas shall be properly graded, stabilized, and seeded for the purpose so indicated.
- (F) Prior to the issuance of a Certificate of Zoning Compliance for Phase One, homeowners' association documents, which contain provisions consistent with this order, shall be recorded in the office of the Randolph County Register of Deeds. Such homeowners' documents shall include, but not be limited to, maintenance responsibilities of the association (including specifying maintenance responsibilities for all residential structures and the agricultural tourism facility use within the common area) and a prohibition of on-street parking within the development.
- (G) The proposed gravity sewer line along and across Old Cedar Falls Road, which is proposed for eventual maintenance by the City of Asheboro, must be constructed to City of Asheboro standards and specifications and receive the appropriate approvals from the NCDOT and NCDENR. A manhole or cleanout shall be provided on the property line of the Zoning Lot at the street right-of-way to separate the maintenance responsibilities of the City of Asheboro from the perpetual maintenance obligations of the property owner and any successors in interest. The sanitary sewer infrastructure within the Zoning Lot, which includes all of the low-pressure sewer facilities, is not publicly owned and/or maintained and shall be maintained by the property owner and successors in interest.
- (H) Due to the fact that the water line to be constructed along Old Cedar Falls Road, as well as the master water meter for the residential planned unit development area and the banquet facility area, are proposed for eventual ownership and maintenance by the City of Asheboro, this infrastructure must be constructed to City of Asheboro standards and specifications, and receive the appropriate approvals from the NCDOT and NCDENR. Maintenance easements for the water meter must be granted to the City of Asheboro.
- (I) Significant existing vegetation shall be preserved. Clearing and grading shall be permitted where strictly necessary for construction of the parking areas, installation of water and sewer lines, and/or other infrastructure required for improvements authorized by the special use permit, including the approved site plan.
- (J) The proposed buffer plantings as shown on the landscaping plan and located along the Donald Henley property shall be installed as part of Phase One.
- (K) An engineering study of storm water runoff shall be made of the Zoning Lot. If this study indicates that post development runoff will exceed predevelopment conditions, plans for runoff control shall be designed and certified by a professional engineer. Such controls shall be designed to reduce the runoff during the occurrence of a 10-year storm to predevelopment volumes and rates. Prior to the issuance of a certificate of occupancy, a professional engineer shall provide certification that the storm water controls were built according to the plans. Any open water retention or drainage areas shall be sprayed regularly for mosquito control. The continued maintenance of all runoff control measures shall be the responsibility of the property owner and any successors in interest.
- (L) In order to comply with the fire code, the access road to the accessory residential dwellings shown on the site plan shall, at a minimum, be 20 feet wide and provide all-weather driving capabilities.
- (M) The site plan depicts two entrances into the residential planned unit development. Construction of the second entrance shall be required prior to the issuance of a Certificate of Occupancy for any phase in which the total number of units for the development as a whole exceeds 30. The final location of these

entrances is subject to NCDOT approval and City of Asheboro approval as it relates to the 2012 Fire Code.

(N) Maintenance of all water lines and fire hydrants shown on the approved site plan shall be the responsibility of the property owner and any successors in interest. Fire hydrants must be maintained as required by the manufacturer's recommendations for the brand of hydrant installed.

(O) Maintenance of all recreation areas, parking lots, roads, and drainage facilities that are not specifically labeled on the approved site plan as publicly owned and maintained shall be the responsibility of the property owner and any successors in interest.

(P) The Land Development Plan 2020 (LDP) identifies a future greenway on these properties. A 20-foot wide greenway/recreation easement shall be provided in the location recommended by the LDP prior to the final approval of Phase One. These required greenway/recreation easements shall be conveyed to the City by means of instrument(s) approved by the City Attorney. Upon receipt of approval from the City Attorney, the said easements shall be filed with the Zoning Administrator for recordation in the office of the Register of Deeds for Randolph County prior to the recordation of any Final Plat.

(Q) Prior to the issuance of a Zoning Compliance Permit, detailed plans concerning solid waste disposal shall be submitted to city staff and receive the proper approval from the City of Asheboro Environmental Services Department. Individual garbage/recycling container pick-up by the city is not available on privately maintained streets. The number of dumpsters provided for the number of units developed in each phase shall be subject to approval by the city's Environmental Services Department.

(R) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the owner(s) of the Zoning Lot shall submit a revised site plan to city staff including the following:

- (i) Location of area(s) for solid waste disposal.
- (ii) Corrections of omissions including labeling of sidewalks connecting all residential units, parking areas, recreation facilities, and trash facilities extending to Old Cedar Falls Road.
- (iii) Corrections of clerical errors including labeling lot requirements, number of lots, and removal of "unsubdivided lots" information as well as references to an RV resort.
- (iv) Additional information regarding building elevations to ensure compliance with residential design standards detailed in the Asheboro Zoning Ordinance.
- (v) A notation on the plan that outdoor storage of recreational vehicles is prohibited.
- (vi) Corrections incorporating inclusion of the secondary access drive to the townhouse portion of the residential planned unit development as shown on the Master Sketch Plan.

(S) In order to remove any ambiguity as to the land use regulations and restrictions applicable to development activities occurring on the Zoning Lot, the Applicant and owners of the Zoning Lot must agree, without reservation, that the only special use permit site plan approval and supplemental conditions applicable to the Zoning Lot as of the issuance date of the requested special use permit are the approval and conditions found under case number SUP-13-03. The Applicant and the owner(s) of the Zoning Lot shall explicitly abandon and relinquish any claim to development rights granted under earlier special use permits, specifically including the permit issued under case number SUP-11-01.

(T) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the owner(s) of the Zoning Lot shall properly execute for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Special Use Permit in the chain of title for the Zoning Lot.

The foregoing findings, conclusions, and order were adopted by the Asheboro City Council in open session during a regular meeting held on the 11<sup>th</sup> day of July, 2013.





This resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 11<sup>th</sup> day of July, 2013.

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

ATTEST:

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

**5. Community Development Division Items:**

- (a) Zoning Case SUP-13-04: Quasi-judicial hearing concerning the request of Ash Rand Rescue and EMS, Inc. for a Special Use Permit authorizing a public use facility at 805 South Cox Street.**

Mayor Smith opened the public hearing on the following request.

Mr. Nuttall was placed under oath and presented the Community Development Division staff's analysis of the Applicant's request that included a properly submitted site plan. This request pertains to approximately 0.598 acres of land owned by Ash Rand Rescue and EMS, Inc. (the Applicant) that is located at 805 South Cox Street. Randolph County Parcel Identification Numbers 7750892736 and 7750891697 more specifically identify the property.

The Applicant's land is located in an O&I (Office and Institutional) zoning district and is within Tier 3 of the Center City Planning Area (the CCPA). A public use facility is permitted by right at this location so long as the proposed use exhibits compliance with the applicable specifications and regulations of the Asheboro Zoning Ordinance (the Ordinance).

Due to the reality that public use facilities help provide needed public services, the Ordinance allows the development of a public use facility, even when viewed through the prism of the Ordinance's standard specifications and regulations, there are deficiencies in the plan for the proposed use. However, this alternative pathway for the approval of such a public use facility requires the evaluation of the proposal by the Council under the standards prescribed for a quasi-judicial hearing on the question of whether a special use permit for the public use facility is warranted by the evidence.

The Applicant has applied for a special use permit in order to build a 2-story addition with a 6,672 square feet of area to the north of the existing structure that has been in use for a significant period of time as a public use facility. The proposal also calls for additional parking. The special use permit is necessary because of the proposal's failure to satisfy three aspects of the standard regulatory framework.

The deficiencies under the standard regulatory framework are as follows:

1. Within Tier 3 of the CCPA, the maximum lot coverage of impervious surfaces (i.e. buildings, pavement) is 55 percent (Section 200A.E.2(a)(vi)). The applicant proposes 67.19 percent impervious coverage.
2. The maximum driveway width for a commercial driveway is 36 feet (Section 408.L.5). The applicant proposes a driveway approximately 63 feet in width along South Main Street (city-maintained street).
3. The minimum distance between curb cuts is 36 feet (Section 408L.3). The site plan indicates that a proposed curb cut on South Main Street is located approximately 10 feet from an existing curb cut.

On behalf of the Applicant, Mr. Scott Eggleston, Esq. was placed under oath and addressed the tests prescribed for a public use facility. As part of his testimony, Mr. Eggleston expressed that the Applicant is in agreement with the following conditions that were recommended by the Community Development Division staff for attachment to the requested special use permit:

1. The development approvals granted by this permit are issued on the basis of the review and evaluation process authorized by Section 602.2(b) of the Asheboro Zoning Ordinance. Consequently, this review and evaluation process has focused exclusively on the use of the Zoning Lot for a public use facility. If approval is sought in the future for any development activity that is not connected with a public use facility, the findings, conclusions, and order issued under file number SUP-13-04 shall be deemed, with one exception, to be inapplicable to the analysis of such a request. This one exception would be the potential implication of the applicability of Article 800 of the Asheboro Zoning Ordinance to improvements actually constructed on the Zoning Lot in reliance upon the permit

issued under file number SUP-13-04. Otherwise, any such application for a development activity unrelated to the public use facility shall be analyzed by applying the city's land use regulations to the facts of the request as if the approvals granted under SUP-13-04 were never issued by the Council.

2. The review and approval by the Council of the site plan submitted under file number SUP-13-04 shall not be deemed to restrict the authority previously granted to city staff members under Section 602.2(a) of the Asheboro Zoning Ordinance. Notwithstanding the fact that subsequent land development activities on the Zoning Lot may necessitate actions that are not reflected on the approved site plan, the Council hereby expressly reaffirms the on-going authority of city-staff members to issue, without seeking further approval from the Council, the necessary permits for the public use facility land use located on the Zoning Lot when, and only if, the development activity for which the permit is requested is compliant with the entirety of the regulatory requirements prescribed by the Asheboro Zoning Ordinance.
3. Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the owner(s) of the Zoning Lot shall properly execute and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds, a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Special Use Permit in the chain of title for the Zoning Lot.

No witnesses came forward in opposition to the Applicant's request for the issuance of a Special Use Permit. There being no comments and no opposition from the public, Mayor Smith transitioned to the deliberative phase of the public hearing.

Upon motion by Mr. Bell and seconded by Ms. Carter, Council voted unanimously to approve, with the staff recommended conditions, the requested Special Use Permit. The formal findings of fact, conclusions of law, and order authorizing the Special Use Permit will be entered by the Council during regular session on August 8, 2013. This order will reflect the conditions imposed upon this permit as a consequence of the testimony presented during the public hearing.

**(b) Zoning Case RZ-13-10: Legislative hearing concerning the establishment of city zoning (OA-6 Office Apartment and R40 Low-Density Residential) for the recently annexed Cross Road Retirement Community property.**

Mayor Smith opened the public hearing on the following request.

Mr. Nuttall presented an overview of the Community Development Division staff's proposal to apply city zoning (OA6 Office-Apartment and R40 Low-Density Residential) to property presently subject to Randolph County's zoning jurisdiction (OI Office-Institutional and RR Residential Restricted). This request pertains to approximately 45.952 acres of land owned by The Cross Road Retirement Center, Inc., The Cross Road Rest and Retirement Center, Inc., and Cross Road Village, Inc. and located at 1302, 1306, 1308, 1346, 1368, 1380, and 1402 Old Cox Road. Randolph County Parcel Identification Numbers 7669560493, 7669554855, 7669557913, 7669551809, 7669564321, and 7669653406 more specifically identify the property.

Effective June 30, 2013, the above-referenced property was voluntarily annexed into the city's corporate limits, which necessitated the initiation of city zoning. This zoning amendment request is intended to recognize the current use of the property and appropriate potential uses.

Some of the items noted in the staff report are as follows:

1. The current uses of the property include a mix of institutional uses including a multi-family development for the elderly, nursing home, congregate living facility, child day care center and a single-family residence.
2. The multi-family development, nursing home, child day care center, and congregate living facility are connected to city water and sewer.
3. The city released this property from its extraterritorial zoning jurisdiction on January 1, 2013.
4. The property owner subsequently requested annexation of the property into the city limits which was approved. The annexation became effective on June 30, 2013.
5. The proposal is to rezone the above-described property to OA6 (Office-Apartment), except for Parcel Number 7669653406, which is proposed to be rezoned to R40 (Low-Density Residential). The zoning ordinance describes the OA6 and R40 district as follows:

OA6 District: *Intended to produce moderate intensity office and residential development to serve adjacent residential areas and to provide a transition from residential to*

*commercial uses. Land designated (sic) OA-6 shall normally be located with access to a major or minor thoroughfare with access to local residential streets discouraged.*

*R-40 District: Intended to provide regulations which will produce a low intensity mixture of single family, duplex dwellings, and Class A Mobile Home dwellings usually served by individual wells and/or sewage disposal systems, plus the necessary governmental and other support facilities to provide service to such suburban intensity living.*

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

"Staff believes that the proposed zoning classification is compatible with the existing land uses on the property and surrounding land uses. The parcels proposed to have OA6 (Office-Apartment) zoning have high-density residential, and industrial to the north and west and lower density residential to the east. The parcel that is proposed for R40 (Low-Density Residential) zoning currently is used for low-density residential purposes. Additionally, the R40 designation on the eastern portion of the property is appropriate considering the land development plan's designation of the property as 'conservation residential' which proposes very low density residential uses."

There being no further comments and no opposition from the public, Mayor Smith transitioned to the deliberative phase of the hearing.

Upon motion by Mr. Moffitt and seconded by Mr. Baker, Council voted unanimously to adopt the recommendation/analysis of the Community Development Division staff and the Planning Board and approved the proposed rezoning without modification as well as adopting the following consistency statement:

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

**(c) Consideration of a resolution authorizing application(s) for grant funding to support the Randolph County SPCA Shelter/Community Center project.**

Mr. Nuttall presented and recommended adoption, by reference, of a resolution authorizing an application for grant funding to support the Randolph County SPCA Shelter and Community Center Project.

Upon motion by Mr. Bell and seconded by Mr. Burks, Council voted unanimously to adopt the following resolution by reference.

**33 RES 7-13**

**RESOLUTION FOR THE CITY OF ASHEBORO APPLICATION FOR GRANT FUNDING TO SUPPORT THE RANDOLPH COUNTY SPCA SHELTER AND COMMUNITY CENTER PROJECT**

**WHEREAS**, there may be grant funds available to aid eligible units of government in financing the cost of improvements that will result in job creation, and

**WHEREAS**, The City of Asheboro sees a need and intends to assist in redevelopment of a currently underutilized commercial site, and

**WHEREAS**, The City of Asheboro intends to request grant assistance from programs that may have grant funds available for the project;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO:**

That John Ogburn, City Manager, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Asheboro for grants to assist in the construction of the project described above.

That John Ogburn, City Manager, and successors so titled, is hereby authorized and directed to furnish information that may be requested in connection with such application or the project; and to execute such other documents as may be required in connection with the application.

That the City of Asheboro has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

This resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 11th of July, 2013.

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

ATTEST:

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

**6. Public comment period.**

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

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

**7. Recognition of the Finance Director's recent selection as a financial executive of the year by *The Business Journal*.**

Mr. Ogburn announced that Ms. Reeves has been selected as a financial executive of the year by the *The Business Journal*. A reception to honor the award winners will be hosted by *The Business Journal* on July 25, 2013 in Greensboro.

**8. Consideration of the potential lease to the Randolph County Schools of transmitter and antenna space on a city-owned tower.**

Mr. Sugg presented and recommended adoption, by reference, of a resolution approving a lease agreement between the City of Asheboro and the Randolph County Board of Education.

Upon motion by Mr. Bell and seconded by Ms. Carter, Council voted unanimously to adopt the following resolution by reference.

**34 RES 7-13**

**RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF ASHEBORO AND THE RANDOLPH COUNTY BOARD OF EDUCATION**

**WHEREAS**, the City of Asheboro (hereinafter referred to as the "City") owns and operates a tower that is located on Dave's Mountain and is used for the transmission of radio signals needed to efficiently and effectively conduct municipal operations; and

**WHEREAS**, The tower described in the immediately preceding paragraph (hereinafter referred to as the "Tower") is located on a secured parcel of land (Randolph County Parcel Identification Number 7752308105) that is utilized primarily for a water tank which is part of the City's public water supply and distribution system; and

**WHEREAS**, the Randolph County Board of Education (hereinafter referred to as the "County Schools") has asked to use space on the Tower for the transmission of radio signals in furtherance of school operations; and

**WHEREAS**, Section 160A-272 of the North Carolina General Statutes provides that property owned by the City may be leased to a tenant if the desired property will not be needed by the City for the term of the lease; and

**WHEREAS**, on June 29, 2013, notice was published in *The Courier-Tribune* of the Asheboro City Council's intent to consider, during its regular meeting on July 11, 2013, a resolution authorizing the lease of the requested space to the County Schools; and

**WHEREAS**, the City Council of the City of Asheboro is agreeable to leasing space on the Tower to the County Schools so long as the requested space is not needed for the City's operations; and

**WHEREAS**, the proposed lease agreement between the City and the County Schools is attached to this Resolution as EXHIBIT 1 and is hereby incorporated into this Resolution by reference as if copied fully herein;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro that the proposed lease agreement with the County Schools, which is attached to this resolution as EXHIBIT 1, is hereby approved; and



Section 3. The Lessee shall pay to the Lessor an annual rental fee of three thousand and no hundredths dollars (\$3,000.00) in good funds. The first annual payment shall be paid on or before the 1st day of August, 2013, and the subsequent annual rental payment payments shall be paid on or before the 1st day of August of each succeeding year until this Agreement terminates. The annual rental payments are to be made payable to the City of Asheboro and mailed to the City of Asheboro Finance Department, Post Office 1106, Asheboro, North Carolina 27204-1106 or hand delivered to the Finance Department on the second floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203.

Section 4. Equipment installation, maintenance, replacement, and/or repair work undertaken in any form or to any degree by the Lessee's officials, employees, agents, contractors, and any other representatives shall be made at the sole expense of the Lessee and shall include, but not be limited to, the designing, painting, and/or staining of all equipment so that such equipment is reasonably compatible, both functionally and aesthetically, with the Tower and other improvements located on the Tower premises as of the commencement date of this Agreement.

Section 5. The Lessee shall maintain its equipment in a good and safe operating condition. At the termination of this Agreement's term, the Lessee will, at its sole expense, remove the equipment that it installed and restore the Tower and its associated premises to its original condition, less normal wear and tear and any casualty not caused by the Lessee, within sixty (60) calendar days of the Agreement's date of termination.

Section 6. Lessee agrees to install and maintain equipment only of types and generating frequencies that will not cause interference to transmissions or signals from Lessor. The Lessee agrees and warrants that its equipment shall comply with all noninterference rules of the Federal Communications Commission. Furthermore, Lessee's activities, operations, and equipment shall not interfere with the Lessor's operation, maintenance, and repair of the Tower, the parcel of land upon which the Tower is located, and any improvements located on the said parcel of land, including, without limitation, any and all infrastructure utilized as part of the Lessor's municipal water supply and distribution system.

In the event Lessee fails to comply with the above-stated non-interference provisions, Lessee shall take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within 48 hours of Lessee's receipt of written notice from the Lessor of the existence of such interference, Lessee shall temporarily shut down the equipment (except for intermittent operation for the purpose of testing after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference). If such interference is not corrected within 30 days after receipt by Lessee of the written notice of the existence of the interference, Lessee agrees to either remove its noncompliant equipment from the Tower, or this Agreement shall terminate as if by expiration and all of the Lessee's equipment shall be removed as provided herein.

Lessee shall be responsible for the testing needed to confirm that its equipment and transmissions are compatible with the Lessor's communications facilities and that no interference will exist. Lessor will not be liable for monetary damages or equitable relief for interference caused by existing or future communications equipment or frequencies used by the Lessor on its premises.

Section 7. The Lessee's officials, employees, agents, contractors, and any other representatives shall notify the on-duty personnel at the City of Asheboro Water Treatment Plant at (336) 626-1215 of the need to access the Tower and receive explicit authorization to enter this critical water supply infrastructure site before accessing the secured premises. Lessor's personnel shall not withhold approval for access to install, maintain, and operate the Lessee's transmitter[s] and antenna[e] unless the Lessor has a good faith basis for believing that the requested access and proposed work will interfere with or be detrimental to the Lessor's use of the Tower and/or the public water supply infrastructure located on the premises.

Section 8. Additionally, prior to beginning any equipment installation, maintenance, replacement, and/or repair work in any form or to any degree, the Lessee shall submit drawings accurately describing the proposed work to the Lessor for review to determine the compatibility of the proposed work with the operation and maintenance of the Tower and the other municipal infrastructure located on the site. Before any of the above-described activities may be commenced, express written approval must be received from the Lessor's Public Works Director and Water Resources Director. Such approval shall not be withheld unless the Lessor's officials have a good faith basis for believing that the proposed work will negatively impact the Lessor's use of the Tower and/or the public water supply infrastructure located on the premises.

Section 9. Any damage to the Tower and/or any other real or personal property of the Lessor that is caused by the Lessee's installation, construction, maintenance, operation, repair, replacement, and upgrade activities on the premises shall be immediately and completely repaired by the Lessee at its sole expense.

Section 10. The Lessee shall comply with all applicable laws, statutes, ordinances, rules, and regulations relating to the use of the Tower and the parcel of land upon which it is located, specifically

including by way of illustration and not limitation occupational health and safety laws and regulations as well as the laws and regulations applicable to the premises because of the presence of the Lessor's public water supply and distribution infrastructure.

Consistent with federal and state work place safety laws, the Lessee shall initiate, maintain, and supervise all safety precautions and programs for its officials, employees, agents, and contractors accessing the Tower to install, maintain, and/or operate the Lessee's transmitter[s] and antenna[e].

Section 11. At a minimum, Lessee shall carry during the term of this Agreement, at the sole cost and expense of the Lessee, general liability insurance with a minimum limit of liability of one million and no hundredths dollars (\$1,000,000.00) combined single limit for bodily injury or death/property damage arising out of any one occurrence. Furthermore, the Lessee shall not allow any of its officials, employees, agents, contractors, and any other representatives onto the Tower and its premises unless such individuals are covered by workers' compensation insurance that has not lapsed and is compliant with North Carolina law.

The Lessee shall furnish to the Lessor, annually and in a form satisfactory to the Lessor, certificates of insurance to demonstrate the maintenance of the insurance coverage specified in the immediately preceding paragraph. All policies shall provide for thirty (30) days advance written notice of material change, cancellation, or renewal.

Section 12. The Lessor shall make arrangements for the provision of all utilities necessary for the operation of the Lessee's equipment. The cost associated with such provision of utilities shall be included within the annual rental rate prescribed by this Agreement.

Section 13. Lessor will provide notice to Lessee of any casualty affecting the demised premises as soon as is practicable. If any part of the Tower or its surrounding premises is damaged by fire or other casualty so as to render, in Lessor's or Lessee's determination, the premises unsuitable for continued use, then either party may terminate this Agreement by providing written notice to the other party, which termination will be effective as of the date of such damage or destruction. Upon such termination, Lessee will be reimbursed for any prepaid rent on a pro rata basis, but Lessor shall not be obligated to provide any other form of monetary relief, compensation, and/or damages to Lessee as a result of such casualty that rendered the premises unsuitable for use.

Section 14. Title to all improvements constructed or installed by Lessee on the demised premises shall remain in Lessee, and all improvements constructed or installed by Lessee shall at all times be and remain the property of Lessee, regardless of whether such improvements are attached or affixed to the Lessor's Tower. Upon the expiration or termination of this Agreement, the Lessee shall, within a reasonable period not to exceed sixty (60) calendar days, remove all improvements, fixtures, and personal property constructed or installed on the Lessor's premises by Lessee and shall restore the Lessor's premises to its original condition, reasonable wear and tear and casualty not caused by the Lessee excepted.

Section 15. If Lessee fails to pay any rental payment when due, or if Lessee fails to perform any of the other covenants, terms, or conditions of this Agreement, prior to exercising any rights or remedies against Lessee on account thereof, Lessor shall first provide Lessee with written notice of the failure and provide Lessee with a 30-calendar day period to cure such failure. Lessee agrees and covenants that, upon such notification of a violation or breach of the terms and conditions of this Agreement, it shall immediately and diligently undertake to correct any such condition. Lessee must, without delay or excuse, absolutely correct the defect or violation on or before the date specified by Lessor. In the event the failure to perform or comply with any term and condition of this Agreement is not cured by Lessee within the above-referenced 30-calendar day period to cure or within any other time period specified by Lessor in its written notice of the breach or failure to perform, whichever is later, the Lessor may, at its option, terminate this Agreement immediately. Upon such termination, this Agreement shall become null and void, and Lessor and Lessee shall have no further obligations to each other, other than Lessee's obligation to remove its property as provided herein.

Furthermore, the Lessor may order the Tower and the parcel of land upon which it is located closed immediately when any condition exists on the premises that an agency or official of the city, county, state, or federal government, which is charged with public health and safety responsibilities, deems to constitute a threat to health or safety.

Any continuing violation or breach by Lessor of any of the terms and conditions of this Agreement shall also be grounds for termination of this Agreement by Lessee upon 30 calendar days written notice to Lessor.

Section 16. Lessee is prohibited from assigning this Agreement or subleasing the area leased to the Lessee, and its rights herein, in whole or in part.

Section 17. With the exception of any loss or damage caused by the negligence or willful misconduct of one of the parties to this Agreement, neither Lessor nor Lessee shall be responsible or liable to the other party to this Agreement for any loss or damage arising from any claim to the extent such loss or damage is attributable to any acts or omissions of other users of the Tower or the parcel of



land upon which it is located, acts of vandalism, structural failures, power failures, or other destruction or damage to the Tower and associated premises.

Section 18. Time shall be of the essence of this Agreement and each and every term and condition thereof.

Section 19. Both Lessor and Lessee acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that counsel has drafted it for both Lessor and Lessee. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

Section 20. Except as the same may be subsequently modified by means of a legal instrument signed by authorized officials of the Lessor and Lessee, this Agreement as set out herein constitutes the total understanding between the parties with respect to this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**LESSOR:**

**THE CITY OF ASHEBORO, a North Carolina municipal corporation**

CITY SEAL

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

ATTEST:

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

**STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH**

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

**WITNESS** my hand and notarial stamp or seal, this the \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

OFFICIAL SEAL

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

My commission expires:  
\_\_\_\_\_

**LESSEE:**

**THE RANDOLPH COUNTY BOARD OF EDUCATION, a body corporate under the North Carolina General Statutes**

CORPORATE SEAL

By: \_\_\_\_\_  
Tommy McDonald, Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

**STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH**

I do hereby certify that I am a Notary Public of the County and State aforesaid, and I do hereby further certify that \_\_\_\_\_, who is personally known to me, voluntarily and personally appeared before me this day and acknowledged that he is the Secretary of The Randolph County Board of Education, a body corporate, and that, by authority duly given and as the act of the corporation, the Chairperson of The Randolph County Board of Education voluntarily executed the foregoing instrument on behalf of the corporation for the purposes stated therein with the Board Secretary sealing and attesting the instrument.

**WITNESS** my hand and notarial stamp or seal, this the \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

OFFICIAL SEAL

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

My commission expires:

\_\_\_\_\_

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer

**9. Discussion of items not on the agenda.**

- **Upcoming Events:**
- **-July 17, 2013 – Retirement reception for Terry Reeder.**
- **-July 30, 2013 at 4:00 p.m.– Special Council meeting for a tour of the Sunset Theatre**

There being no further business, the meeting was adjourned at 7:49 p.m.

These minutes were approved by the Asheboro City Council in open session during a regular meeting held on the 8<sup>th</sup> day of August, 2013.

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

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