

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, NOVEMBER 10, 2016
7:00 p.m.**

David H. Smith) – Mayor Presiding

Edward J. Burks)
Linda H. Carter)
Walker B. Moffitt) – Council Members Present
Jane H. Redding)
Katie L. Snuggs)
Charles A. Swiers)

Clark R. Bell) – Council Member Absent

John N. Ogburn, III, City Manager
Timothy Edward Cockman, Assistant Fire Chief
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Michael L. Leonard, P.E., City Engineer
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Jeffrey C. Sugg, City Attorney
Jody P. Williams, Chief of Police
Roy C. Wright, Fire Chief

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 private prayer and meditation, Mayor Smith asked everyone to stand and say the pledge of allegiance.

3. Recognition of the Asheboro firefighters who deployed to southeastern North Carolina in the wake of Hurricane Matthew.

Mayor Smith recognized the Asheboro firefighters who deployed to southeastern North Carolina in the wake of Hurricane Matthew by reading a letter from Randolph County Fire Marshal Erik Beard commending the City of Asheboro and the Fire Department for the dedication to helping others in need. The names of the firefighters that deployed are Pete Sulzer, Steven Springs, Chris Davis, Matthew Needham, Eddie Cockman, Dwayne Ritter, Chris Hoover, Tim Hussey, and Brian Hussey. A copy of the letter read by Mayor Smith is on file in the city clerk's office.

Additionally, Firefighter Pete Sulzer presented a visual presentation consisting of pictures and a video that were taken during their deployment. A copy of the visual presentation is on file in the city clerk's office.

4. Consent agenda:

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

(a) The minutes of the city council's regular meeting on October 6, 2016.

Copies of the approved minutes are on file in the city clerk's office and are posted on the city's website.

(b) The final decision document for land use case no. CUP-16-12.

Case No. CUP-16-12
City Council
City of Asheboro, North Carolina

IN THE MATTER OF THE APPLICATION BY CF PROPERTIES, LLC FOR A CONDITIONAL USE
PERMIT AUTHORIZING A LAND USE IDENTIFIED AS MANUFACTURING, PROCESSING, AND
ASSEMBLY – LIGHT

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING, WITH CONDITIONS, THE
REQUESTED CONDITIONAL USE PERMIT

THIS MATTER came before the Asheboro City Council (the "Council") for a properly advertised quasi-judicial hearing on the question of whether to approve an application by CF Properties, LLC for a Conditional Use Permit. The hearing was opened and sworn testimony received during a regular meeting of the Asheboro City Council that was held on October 6, 2016. Having considered all competent evidence and argument, the Council, on the basis of competent, material, and substantial evidence, does hereby enter the following:

FINDINGS OF FACT

1. Mr. Bob Crumley has properly submitted an application on behalf of CF Properties, LLC (the "Applicant") for a Conditional Use Permit authorizing a land use identified in Table 200-2 of the Asheboro Zoning Ordinance (the "AZO") as Manufacturing, Processing, and Assembly - Light.

2. In compliance with the AZO, the Applicant included with the application a site plan showing the proposed land use on a parcel of land owned by the Applicant. This parcel of land (the "Zoning Lot") is located on the north side of East Dorsett Avenue and is more specifically identified by Randolph County Parcel Identification Number 7750973085.

3. The Zoning Lot is approximately 23,674 square feet (0.543 of an acre) in size and is inside the city limits of Asheboro with access to municipal services.

4. The Zoning Lot is in a CUB2 (Conditional Use General Business) zoning district. While a small area along the eastern boundary of the Zoning Lot is shown on the geographic information system to be subject to R7.5 (Medium-Density Residential) zoning, no evidence has been found in other public records to confirm the existence of this residential zoning area within the Zoning Lot. Furthermore, Section 103.3 of the AZO provides, in pertinent part, as follows:

Where a district boundary line divides a lot or tract in single ownership, the district requirements for the least restricted portion of such lot or tract shall be deemed to apply to the whole thereof, provided such extensions shall not include any part of a lot or tract more than fifty (50) feet beyond the district boundary line. The term "least restricted" shall refer to zoning restrictions, not lot or tract size.

Due to the fact that the purported R7.5 zoning extends less than 50 feet beyond the zoning boundary line, the district requirements for a CUB2 zoning district apply to the entire Zoning Lot.

5. Section 102 of the AZO describes a Conditional Use District as follows:

Each Conditional Use District corresponds to a related district in this Ordinance. Where certain types of zoning districts would be inappropriate under certain conditions, and the rezoning applicant desires rezoning to such a district, the CU District is a means by which special conditions can be imposed in the furtherance of the purpose of this Ordinance.

6. Section 102 of the AZO further provides as follows:

Within a CU District, only those uses specifically permitted in the zoning district to which the CU District corresponds (i.e., R15 and CUR15) shall be permitted, and all other requirements of the corresponding district shall be met. It is the intent of this ordinance that all requirements within a CU District be equal to or more stringent than those in a corresponding non-CU District.

In addition, within a CU District no use shall be submitted (sic) except as pursuant to a Conditional Use Permit authorized by the City Council, which shall specify the use or uses authorized. Such permit may further specify the location on the property of the proposed use or uses, the number of dwelling units or Floor Area Ratio, the location and extent of supporting facilities including but not limited to parking lots, driveways and access streets, the location and extent of buffer areas and other

special purpose areas, the timing of development, the location and extent of rights-of-way and other areas to be dedicated for public use, and other such matters as the applicant may propose as conditions upon the request. In granting a Conditional Use Permit, the Council may impose such additional reasonable and appropriate safeguards upon such permit as it may deem necessary in order that the purpose and intent of this Ordinance are served, public welfare secured and substantial justice done.

The authorization of a Conditional Use Permit in any CU District for any use which is permitted only as a Special Use in the zoning district which corresponds to the CU District shall preclude any requirement for obtaining a Special Use Permit for any such use from the City Council.

7. Section 1013.2 of the AZO establishes the following standards for the issuance by the Council of a Conditional Use Permit:

In considering an application for a Conditional Use Permit, the City Council shall give due regard that the purpose and intent of this ordinance shall be served, public safety and welfare secured and substantial justice done. If the City Council should find, after a public hearing, that the proposed Conditional Use Permit should not be granted, such proposed permit shall be denied. Specifically the following general standards shall be met:

1. *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.*
2. *That the use meets all required conditions and specifications.*
3. *That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity, and,*
4. *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.*

8. The Manufacturing, Processing, and Assembly – Light land use (also referred to as “Manufacturing, Processing, and Assembling, Light” in the AZO) is defined by the AZO to mean the following:

Activities described in Manufacturing, Processing and Assembling, Heavy conducted wholly within an enclosed structure and not employing more than 10 persons and utilizing no more than a total of 25 horsepower in power driven machines and material handling equipment.

9. The Manufacturing, Processing, and Assembling, Heavy land use is defined by the AZO to mean the following:

The mechanical or chemical transformation of materials or substances into new products. The land uses engaged in these activities are usually described as plants, factories, or mills and characteristically use power-driven machines and materials handling equipment. Establishments engaged in assembling component parts of manufactured products are also considered under this definition, if the new product is neither a fixed structure nor other fixed improvement. Also included is the blending of materials such as lubricating oils, plastics, resins or liquors.

10. The Manufacturing, Processing, and Assembly – Light land use is permitted by Special Use Permit in a B2 zoning district, and the Zoning Lot is in a CUB2 district.

11. Section 628 (Manufacturing, Processing, and Assembly, Light) of the AZO addresses the requirements for the issuance of a Special Use Permit authorizing a Manufacturing, Processing, and Assembly, Light land use and specifically provides as follows:

Light manufacturing activities may be permitted in B2 districts subject to the following standards:

- 628.1 *Off-street parking and loading spaces provided in accordance with Article 400.*
- 628.2 *The applicant shall have adequate facilities (water, sewerage, etc.) so that the proposed operation shall meet the requirements of the City Fire, Building Inspection, and Engineering Departments.*

- 628.3 *The activity shall not endanger, damage, or have any other undesirable effects upon nearby non-industrial development by reason of its existence and operation.*
- 628.4 *Buffering and screening shall be required as set forth in Article 304A.*
- 628.5 *Approvals granted under this section shall be for one specific use, to be identified by the applicant at the time of application, and shall not be transferable to other light industrial uses. Requests for such changes in use shall be covered by the submission of a separate Special Use Permit Application.*
- 628.6 *Light Manufacturing, Processing and Assembly as permitted by this SUP shall mean activities which are conducted within a fully enclosed structure, require no outdoor storage, utilizes no boilers or other equipment in excess of 25 HP individually, and employ a total of 10 or fewer employees.*

12. The surrounding land uses are as follows:

North:	Single-Family Residential	East:	Single-Family Residential
South:	Commercial	West:	Commercial

13. With regard to the city's comprehensive development plans, the Growth Strategy Map identifies the area in which the Zoning Lot is located as a primary growth area, and the proposed land development plan map designates the area as neighborhood residential.

14. While the Land Development Plan's Proposed Land Use Map identifies the area in which the Zoning Lot is located as neighborhood residential, the property has been zoned commercial since 1988.

15. The Zoning Lot is currently used for a gravel parking lot, but the Applicant is proposing to construct a new 5,200-square foot building on the Zoning Lot for hemp processing.

16. One access driveway is proposed from East Dorsett Avenue, which is a city-maintained street.

17. The Applicant is proposing 12 parking spaces for the Zoning Lot, and, in light of the maximum number of employees authorized by the above-quoted Section 628, this proposal is compliant with the parking requirements of the AZO.

18. Under the AZO, the required buffering/screening is either a 10-foot Type C screen or a 25-foot Type C buffer adjacent to the residentially zoned (R7.5) property on the north and east sides of the Zoning Lot. The Applicant is proposing a 10-foot screen that will use a combination of existing vegetation and planted vegetation consisting of deciduous trees, bamboo, and evergreen vegetation. Supplemental vegetation will be used as needed to meet the AZO's buffering/screening requirements.

19. In an effort to ensure the compatibility of the proposed use of the Zoning Lot with surrounding land uses and to ensure future compliance with the AZO, the city planning staff recommended the following conditions for attachment to any Conditional Use Permit that may be issued to the Applicant:

- (A) *Consistent with Section 628.5 of the AZO, the specific Manufacturing, Processing, and Assembly – Light land use approved by this permit shall include lawful processes involving agricultural and food products of a similar intensity to the specific products the Applicant identified as part of the use proposed for the Zoning Lot.*
- (B) *The site plan notes a 10' Type C Screen on the northern and eastern boundaries of the Zoning Lot that are adjacent to residentially zoned property. This Type C Screen indicates one (1) evergreen shrub at five (5) feet on center and one (1) evergreen tree at twenty (20) feet on center or an equivalent combination of vegetation and other screening that meets or exceeds the requirements of a Type C Screen. Existing vegetation may also count towards meeting screening/buffering requirements. However, should any deficiency in meeting the landscaping requirements occur, additional buffering or screening measures consistent with Section 304A of the AZO will be required.*
- (C) *The site plan indicates that no outdoor lighting is proposed at this time. If the Applicant proposes outdoor lighting at a later date, such a proposal shall not be considered a modification requiring the issuance of a new Conditional Use*

Permit. In such an event, information shall be submitted to the city's planning staff to demonstrate compliance with AZO Section 317A.1 (Performance Standards for all Commercial Zoning Districts – Light) and for inclusion in the planning department's file for the Zoning Lot without further review by the Council.

- (D) *Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the Zoning Lot owner 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 Conditional Use Permit in the chain of title for the Zoning Lot.*

20. Bob Crumley testified in support of the Applicant's proposed use of the Zoning Lot, and this uncontroverted testimony provided the following information:

- (a) The proposed facility will be used for research and processing. The processing of the seeds will include using cold press for oil and roasting for eating. Oil will be bottled and sold at retail. Seeds will also be sold at retail. Cannabinoids will be extracted using organic methods, and the facility will bottle and encapsulate flower extract products. The processing of food and nutritional products will be to food grade and will be subject to federal and state inspections.
- (b) The inventory of bulk raw material will be maintained at the farm sites and delivered to the facility on the Zoning Lot in "tote bags." There will not be any outside bins.
- (c) The proposed building will incorporate a stone look with stucco, glass, and pre-finished metal panels.
- (d) The delivery door for the processing facility will be mounted on the side of the building and will not front the street.
- (e) The number of employees at the facility and the horsepower used by the facility's portable equipment will stay within the limitations prescribed by the AZO.
- (f) The equipment at the hemp processing facility will not generate external noise.
- (g) No harsh chemicals are used to process the hemp, and no air or water contaminants will be produced as a result of processing hemp.
- (h) The small scale nature of the proposed hemp processing facility will not produce excessive traffic in general or excessive tractor-trailer deliveries in particular.
- (i) Mr. Crumley owns a significant amount of adjoining real property, and he cannot see any measurable negative impact on the value of the adjoining property as a consequence of the proposed development of the hemp processing facility.

21. The site plan presented to the Council by the Applicant conforms to the regulations prescribed by the AZO.

22. Bob Crumley, who is an authorized representative of the Applicant, testified that the Applicant accepts the conditions suggested by the city planning staff.

23. No testimony was offered in opposition to the Applicant's request for a Conditional Use Permit.

Based on the foregoing findings of fact, the Council hereby enters the following:

CONCLUSIONS OF LAW

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

2. In this case, the Applicant properly submitted an application for a Conditional Use Permit authorizing a Manufacturing, Processing, and Assembly – Light land use, more specifically a hemp processing facility, on the Zoning Lot that is located in a CUB2 zoning district.

3. In light of the evidence and the acceptance by the Applicant of the conditions attached to the Conditional Use Permit by the Council, the Applicant's proposed land use is compliant with the applicable requirements of the Asheboro Zoning Ordinance.

4. On the basis of substantial evidence in the record, the Council has concluded that the proposed land use meets the four general standards for granting the requested Conditional Use Permit. The proposed land 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

Subject to the following conditions, a Conditional Use Permit authorizing on the Zoning Lot the above-described Manufacturing, Processing, and Assembly – Light land use, more specifically a hemp processing facility, is hereby approved and issued to the Applicant and the Applicant's heirs, successors, and assigns. The continuing validity of this Conditional Use Permit is hereby made expressly contingent upon the Applicant and the Applicant's heirs, successors, and assigns complying at all times with the applicable provisions of the Asheboro Zoning Ordinance, the site plan presented and approved during the hearing of this matter, and the following supplementary conditions:

- (A) Consistent with Section 628.5 of the AZO, the specific Manufacturing, Processing, and Assembly – Light land use approved by this permit shall include lawful processes involving agricultural and food products of a similar intensity to the specific products the Applicant identified as part of the use proposed for the Zoning Lot.
- (B) The site plan notes a 10' Type C Screen on the northern and eastern boundaries of the Zoning Lot that are adjacent to residentially zoned property. This Type C Screen indicates one (1) evergreen shrub at five (5) feet on center and one (1) evergreen tree at twenty (20) feet on center or an equivalent combination of vegetation and other screening that meets or exceeds the requirements of a Type C Screen. Existing vegetation may also count towards meeting screening/buffering requirements. However, should any deficiency in meeting the landscaping requirements occur, additional buffering or screening measures consistent with Section 304A of the AZO will be required.
- (C) The site plan indicates that no outdoor lighting is proposed at this time. If the Applicant proposes outdoor lighting at a later date, such a proposal shall not be considered a modification requiring the issuance of a new Conditional Use Permit. In such an event, information shall be submitted to the city's planning staff to demonstrate compliance with AZO Section 317A.1 (Performance Standards for all Commercial Zoning Districts – Light) and for inclusion in the planning department's file for the Zoning Lot without further review by the Council.
- (D) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the Zoning Lot owner 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 Conditional Use Permit in the chain of title for the Zoning Lot.

The above-listed findings, conclusions, and order were adopted by the Asheboro City Council in open session during a regular meeting held by the governing board on the 10th day of November, 2016.

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

ATTEST:

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

- (c) **Acknowledgment of the receipt from the Asheboro ABC Board of meeting minutes for September 6, 2016, in addition to the receipt of revised meeting minutes for the board's meeting on August 1, 2016.**

Copies of the Asheboro ABC Board's meeting minutes are on file in the city clerk's office.

- (d) **A resolution authorizing the execution of an updated law enforcement services contract with the Asheboro ABC Board.**

RESOLUTION NUMBER _____ **34 RES 11-16**

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

EXHIBIT 1

STATE OF NORTH CAROLINA

ABC LAW ENFORCEMENT SERVICES

COUNTY OF RANDOLPH

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

WITNESSETH:

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

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

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

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

ABC Law Enforcement Services

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

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

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

- (a) Security for ABC store employees as they exit the premises at closing time.
- (b) Escorts for ABC Board employees making bank deposits. Such escorts shall extend from the time the employee(s) transporting the bank deposit exit the store until such time as the transaction is completed. A telephonic request for such an escort shall be made of the APD at least one hour prior to the scheduled departure time for the bank deposit.
- (c) Inspections of businesses that have been permitted for mixed beverages are to be conducted to ensure compliance with the ABC laws and the rules of the Commission governing mixed beverage permittees. At a minimum, such inspections are to be made annually. Copies of written inspections for the prior calendar year, or, alternatively, a summary listing of locations inspected, the date of the inspection, and any discrepancies noted shall be provided to the ABC Board by the 15th day of each January.

- (d) For the purpose of monitoring compliance with laws prohibiting the sale of alcoholic beverages to underage persons, random covert compliance checks of no less than twenty-five percent (25%) of all permitted ABC businesses within the City's territorial boundaries shall be conducted each calendar year using a covert underage operative in a manner that is substantively guided by the adopted written policies of the Alcohol Law Enforcement Branch of the North Carolina State Bureau of Investigation. Upon request from the APD, the ABC Board will reimburse the City for the reasonable costs incurred by the APD to utilize covert underage operative(s) and to provide the monies needed for covert purchase expenses.
- (e) Investigations of allegations of theft, embezzlement, and/or other crimes occurring upon property owned or leased by the ABC Board.

Responsibility for Law Enforcement Personnel and Equipment

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

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

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

Financial Agreement

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

Duration, Amendment, and Termination

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

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

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

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

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

CITY OF ASHEBORO:

ASHEBORO ABC BOARD:

John N. Ogburn, III, Date
City Manager

J. Brooke Schmidly, Date
Board Chair

- (e) **An ordinance to amend the boundaries of the city's primary fire limits.**

ORDINANCE NUMBER _____ **23 ORD 11-16**

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE TO AMEND THE BOUNDARIES OF THE PRIMARY FIRE LIMITS

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

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

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

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

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

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

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

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

~~Beginning in the center line of West Miller Street 185 feet west of the center line of North Fayetteville Street and running south 185 feet west of and parallel to the center line of North Fayetteville Street, crossing MacArthur Street and Ward Street to a point 135 feet north of the center line of West Salisbury Street, thence west 135 feet north of and parallel to the center line of West Salisbury Street, crossing White Oak Street to a point 220 feet west of the new center line of North Church Street; thence south 220 feet west of and parallel to the new center line of Church Street, crossing Salisbury Street, Hoover Street, Sunset Avenue and Hill Street to a point in the center line of West Academy Street extended; thence east with the center line of West Academy Street extended to the new center line of Church Street, thence south with the new center line of Church Street to the center line of West Wainman Avenue, thence east with the center line of West Wainman Avenue to a point 185 feet west of the center line of South Fayetteville Street, thence south 185 feet west of and parallel to the center line of South Fayetteville Street to the center line of West Kivett Street; thence east with the center line of Kivett Street, crossing South Fayetteville Street to a point 185 feet east of the center line of South Fayetteville Street; thence north 185 feet east of and parallel to the center line of South Fayetteville Street crossing Wainman Avenue to the center line of East Academy Street; thence east with the center line of East Academy Street 175 feet; thence north 360 feet east of and parallel to the center line of Fayetteville Street, crossing Cranford Street, Scarboro Street and Worth Street to the center line of East Salisbury Street; thence west with the center line of East Salisbury Street 175 feet; thence north 185 feet east of and parallel to the center line of North Fayetteville Street, crossing Ward Street, Burns Street, Miller Street, and Betts Street to the center line of East Presnell Street; thence west with the center line of East Presnell Street to the center line of North Fayetteville Street; thence south with the center line of North Fayetteville Street to the center line of West Miller Street; thence west with the center line of West Miller Street to the point of beginning.~~

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

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

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

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

72-374-0001	CDBG Grant 2016	490,000
72-374-0002	City of Asheboro Match	61,350
	Total Change	\$551,350

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

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

Adopted this the 10th day of November, 2016.

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

ATTEST:

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

- (g) Approval to schedule public hearings for December 8, 2016, and to advertise these hearings, concerning the following land use cases:**
- (i) An application to rezone property located at 153 and 175 North Carolina Highway 49 South (portions of Randolph County Parcel Identification Numbers 7750152180 and 7750154162) from R10 Medium-Density Residential zoning to B2 General Commercial zoning; and**
 - (ii) An application to rezone property located at 133 and 139 South Church Street (portions of Randolph County Parcel Identification Numbers 7751726479 and 7751725531) from I2 General Industrial zoning to B3 Central Commercial zoning**

With the above stated approval of the consent agenda, the scheduling and advertisement of public hearings on the described Highway 49 South and South Church Street rezoning applications were approved.

- (h) Approval of the temporary closure from 7:00 p.m. to 8:30 p.m. on Friday, December 2, 2016, of the streets indicated on the parade permit application and map for the Asheboro/Randolph Chamber of Commerce Christmas Parade**

The parade permit application for the requested street closure, including a street closure map, was included in the council's materials. Copies of these items are on file in the city clerk's office.

- (i) Approval of the temporary closure from 6:00 p.m. to 9:00 p.m. on Friday, December 9, 2016, of the streets indicated on the parade permit application and map for the annual "Christmas on Sunset" event sponsored by the Asheboro/Randolph Chamber of Commerce Downtown Development Committee.**

The parade permit application for the requested street closure, including a street closure map, was included in the council's materials. Copies of these items are on file in the city clerk's office.

- 5. Community Development Director Trevor Nuttall provided the staff analysis for the following land use cases:**

(a) Public hearing on proposed zoning ordinance and subdivision ordinance text amendments that address the availability of density credits/severable development rights in certain situations where public right-of-way dedications are required.

Mayor Smith opened the public hearing on the following request.

Mr. Nuttall utilized a visual presentation in order to give Mayor Smith and the Council Members an overview of text amendments to the zoning ordinance reflecting changes in state law concerning density credits when certain public right-of-way dedications are required. In essence, the planning staff proposed to update the Asheboro Zoning Ordinance and Subdivision Ordinance in order to accommodate changes in state legislation (Session Law 2015-246) requiring density credits or severable development rights to be granted when rights-of-way are dedicated pursuant to an adopted Comprehensive Transportation Plan. The proposed text amendments provide a method for doing so in a manner which is consistent with the city's adopted Land Development Plan.

During his presentation, Mr. Nuttall noted the following:

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

The proposed amendments to Article 300 (Modification of Yard and Height Requirements) and Article 1100 of the Asheboro Zoning Ordinance are as follows:

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

A) Purpose and Intent:

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

B) Applicability

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

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

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

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

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

C. Definitions

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

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

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

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

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

E.) Recordation required for issuance of density credits

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

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

Article 1100:

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

In order to establish the mechanism by which density credits can be offered, the following amendments to the City of Asheboro Subdivision Ordinance are necessary:

ARTICLE VI

COMPLIANCE WITH OFFICIAL PLANS

I. THOROUGHFARE PLANS COMPREHENSIVE TRANSPORTATION PLANS

Where proposed subdivision includes any part of a ~~thoroughfare-boulevard or lesser classification roadway~~ which has been designated as such upon the officially adopted ~~Thoroughfare Plan Comprehensive Transportation Plan~~ of the City of Asheboro, such ~~part of such thoroughfare roadway~~ shall be platted by the subdivider in the location shown on the plan and at the width specified in ~~this Ordinance~~ the Comprehensive Transportation Plan if the City Council finds that the dedication does not result in the deprivation of a reasonable use of the original tract and that the dedication is either reasonably related to the traffic generated by the proposed subdivision or use of the remaining land or the impact of the dedication is mitigated by measures provided in the local ordinance. In such instances, a density credit shall be provided in accordance with the Asheboro Zoning Ordinance.

ARTICLE IX

REQUIRED IMPROVEMENTS AND DESIGN STANDARDS

I.B.4 Conformity to ~~Thoroughfare Plan Comprehensive Transportation Plan~~

The alignment of all proposed streets shall follow the general alignments shown in the adopted Asheboro ~~Thoroughfare Plan Comprehensive Transportation Plan~~. Proposed ~~thoroughfare roadways~~ shall be designed to appropriate ~~thoroughfare standards~~. Density credits shall be provided in accordance with Article VI Section I.

ARTICLE X

PLANNED UNIT DEVELOPMENTS

IV.C.4 OTHER REQUIREMENTS – Improvements

The street layout of the development shall be in conformity with the Asheboro ~~Thoroughfare Plan Comprehensive Transportation Plan~~ and:

- a. Where a proposed development will extend an existing public street such extension shall be a public street unless it is an existing dead end street not necessary for access to adjacent property.
- b. Where a through street is required to provide access to adjacent properties or for general public usefulness such street shall be a public street.
- c. Density credits shall be provided in accordance with Article VI Section I.

ARTICLE XI

RESIDENTIAL TOWNHOUSE DEVELOPMENTS

IV.B.4 OTHER REQUIREMENTS – Improvements

The street layout of the development shall be in conformity with the Asheboro ~~Thoroughfare Plan Comprehensive Transportation Plan~~ and:

- a. Where a proposed development will extend an existing public street such extension shall be a public street unless it is an existing dead end street not necessary for access to adjacent property.
- b. Where a through street is required to provide access to adjacent properties or for general public usefulness such street shall be a public street.
- c. Density credits shall be provided in accordance with Article VI Section I.

ARTICLE XII

RECREATIONAL VEHICLE RESORTS

IV.B.2 OTHER REQUIREMENTS – Improvements

The street layout of the development shall be in conformity with the Asheboro Thoroughfare Plan Comprehensive Transportation Plan and:

- a. Where a proposed development will extend an existing public street such extension shall be a public street unless it is an existing dead end street not necessary for access to adjacent property.
- b. Where a through street is required to provide access to adjacent properties or for general public usefulness such street shall be a public street.
- c. Density credits shall be provided in accordance with Article VI Section I.

The Planning Board concurred with the following planning staff's analysis and recommended approval of the proposed text amendments.

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

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

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

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

With no comments or opposition from the public, Mayor Smith transitioned to the deliberative phase of the public hearing.

Mr. Moffitt addressed the multi-faceted application and staff analysis by moving to take the following 3-part action:

1. Approve, as presented and without modification, the proposed zoning ordinance text amendments.
2. Approve, as presented and without modification, the proposed subdivision ordinance text amendments; and
3. Adopt the following statement that originated with the staff concerning the consistency of this action with the adopted comprehensive plans, the reasonableness of the proposal, and the proposal's consistency with the public interest:

The approved text amendments are reasonable, consistent with state law, and reflect the goals and policies of the city's Land Development Plan by allowing density credits proportional to the development potential that would have been permitted without right-of-way dedication. Other development requirements (setbacks, buffering/screening, etc.) will continue to ensure that development occurs in a manner consistent with the character of the area in which properties receiving density credits are located and will mitigate any impact density credits may have on the character of the area in which they are applied.

The approved text amendments carefully weigh the right to a reasonable use of property and the need to protect the public health, safety, and general welfare by specifying the intensity at which properties may be developed.

For these reasons, the city council has concluded that the approved text amendments are consistent with the adopted plans, reasonable, and in the public interest.

Ms. Redding seconded the multi-part motion. The motion was approved unanimously. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. A copy of the visual presentation utilized by Mr. Nuttall is on file in the city clerk's office along with a copy of the adopted text amendments.

(b) A request for final plat certification for Olde Towne Village, Phase II, Section II.

Mr. Nuttall presented the final plat for Section II, Phase II of Olde Towne Village. Venn Asheboro, LLC requested final plat certification for public right-of-way, common area, and Lots 35, 36, and 41. The three Planned Unit Development lots have an average lot size of 3,556 square feet, more or less, and are located along the south side of Old Lexington Road.

During his presentation, Mr. Nuttall noted that the planning staff and the Planning Board recommended granting the request with the following comments:

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

Upon motion by Mr. Swiers and seconded by Ms. Carter, Council voted unanimously to approve, with conditions, the final plat certification requested for Section II, Phase II of the Olde Towne Village subdivision. The conditions attached to the plat approval area as follows:

1. Punchlist items from public works must be completed before the plat is released for recordation.
2. Homeowners' documents restricting RV parking as required by the ordinance shall be submitted and recorded with the final plat.
3. A guarantee on uncompleted improvements will be required prior to recordation of the final plat.

Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

6. Public comment period.

Prior to opening the floor for public comments, Mayor Smith recognized Ms. Cecily Hamilton and her students of Bailey's Grove Baptist School who were in attendance as a requirement for class.

After recognizing students from the school, Mayor Smith opened the floor for public comments and none were offered.

In the absence of any comments, Mayor Smith closed the public comment period.

7. Engineering items presented by City Engineer Michael Leonard, P.E.:

(a) Consideration of a resolution authorizing the execution of an agreement to provide airport hangar space to the Civil Air Patrol.

Mr. Leonard presented and recommended adoption, by reference, of the aforementioned resolution. Major Bob McGlohon of the Civil Air Patrol was in attendance and available to answer any questions.

Upon motion by Ms. Carter and seconded by Mr. Burks, Council voted unanimously to adopt the following resolution by reference. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

ATTACHMENT A

STATE OF NORTH CAROLINA

LEASE OF HANGAR SPACE AT THE ASHEBORO REGIONAL AIRPORT

COUNTY OF RANDOLPH

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

WITNESSETH:

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

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

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

- (2) The lease period shall be for a 3-year term commencing at 12:01 a.m. on January 1, 2017, and ending at midnight on December 31, 2019.
- (3) The rental rate under this Agreement is \$1.00 per year. Because of the minimal amount charged for the entire 3-year term of this Agreement, and for administrative convenience, the total sum of rental charges due under this Agreement shall be paid in good funds by the Lessee to the Lessor in advance of the commencement of the 3-year lease term specified in the immediately preceding paragraph. Consequently, in advance of January 1, 2017, the Lessee shall pay to the Lessor the sum of \$3.00, which is the total rental fee due under this Agreement.
- (4) Lessee hereby agrees to the following operating procedures and limitations:
- (a) Lessee will not operate any aircraft engine inside the hangar and will not run-up any aircraft engine with propeller blast directed toward any hangar door, hangar, or other aircraft;
 - (b) Lessee will assure proper chocking and securing of aircraft after each usage;
 - (c) While not required, Lessee may leave hangar and aircraft keys with the Airport Manager for emergency use;
 - (d) Lessee will provide, install, and maintain a suitable portable fire extinguisher in the hangar; and
 - (e) Lessee will maintain the interior of the hangar in a clean and neat condition.
- (5) Lessee will bear all costs involving utilities to its hangar, *ad valorem* taxes to any extent that the same may in the future be charged in connection with the demised premises, insurance and permits for the demised premises, any cost of improvements to the demised premises, and required repairs to the interior space of the demised premises.
- (6) Lessee is prohibited from assigning this lease, and the Lessee is also prohibited from subleasing any portion of its hangar.
- (7) Lessor will not be liable for loss arising out of damage to or destruction of the hangar or its contents from any cause, except such loss as may be recoverable under Lessor's standard liability insurance policy.
- (8) It is expressly agreed that if the Lessee fails to perform or comply with any of the provision(s) of this Agreement and remains in default thereof for a period of 30 days after written notice from the Lessor calling attention to such default, the Lessor may declare this Agreement terminated and cancelled and take possession of said premises without prejudice to any other legal remedy the Lessor may have on account of such default. The said notice may be posted on the demised premises or given to the person at such time in charge of the said premises. It is specifically understood and agreed that cancellation of this Agreement by the Lessor for cause can be done at any time during the 3-year lease term specified herein after failure by the Lessee to correct an event of default as aforesaid.
- (9) Upon the expiration of the current 3-year lease term, Lessee will have first refusal to rent the hangar at a rate and for a term set in the discretion of the Asheboro City Council.

- (10) The Lessee shall not engage in general competition with the fixed base operator or other operations at the Asheboro Regional Airport. This provision is not intended to create a monopoly for the present fixed base operator and is made a part of this Agreement solely on account of the nominal rental rate charged under this Agreement.
- (11) It is understood and agreed that the purpose of this lease is to provide a place for the Lessee to conduct operations and training essential to its mission and to store, maintain, repair, and service its aircraft. Any other use to be made of the premises shall be subject to the written approval of the Asheboro Airport Authority; and it is further expressly agreed that the demised property shall not, at any time during the term of this Agreement, be used for such purpose or in such manner that the sight, sound, or traffic into or out of said premises could reasonably be considered to be objectionable or hazardous to the facilities and operations of the Asheboro Regional Airport. Parking of the Lessee's emergency medical vehicle in the hangar is permitted.
- (12) The Asheboro Airport Authority shall have the right, at reasonable times, to inspect the premises and to enforce reasonably required safety and health regulations affecting the nature of the structure and the operations therein.
- (13) The Lessee hereby agrees to conform to and abide by the Rules and Regulations of the Asheboro Airport Authority in effect at the time of the commencement of this Agreement and as the same may be amended in the future.
- (14) The Lessee does hereby promise and agree to hold harmless and indemnify the Asheboro Airport Authority and the City of Asheboro for any costs, losses, and/or damages caused by the Lessee and its guests, licensees, successors, assigns, and/or contractors arising out of or in the course of the use of the demised property. The costs and damages that fall within the scope of this hold harmless and indemnification provision include, without limitation, any and all attorneys' fees, court costs, damage awards of any kind, and any other costs or charges arising out of any litigation based, in whole or in part, on the intentional or negligent acts of the Lessee and its guests, licensees, successors, assigns, and/or contractors.
- (15) The Lessee shall be responsible for maintaining all insurance, including fire and extended coverage insurance.
- (16) Iran Divestment Act Certification: In order to comply with statutorily mandated contracting procedures that are applicable to the Lessor as a North Carolina municipal corporation, an Iran Divestment Act certification must be obtained from entities attempting to enter into contracts with the City of Asheboro. Therefore, in compliance with Section 147-86.59 of the General Statutes of North Carolina (the "General Statutes"), the Lessee hereby certifies that (i) the Lessee is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to Section 147-86.58 of the General Statutes, and that (ii) the Lessee will not utilize any contractor/subcontractor identified on the Final Divestment List to perform work on the demised premises or under any contract with the City of Asheboro. The Final Divestment List can be found on the North Carolina State Treasurer's website with resources related to the Iran Divestment Act (www.nctreasurer.com/Iran). The Final Divestment List will be updated every 180 days.
- (17) E-Verify Compliance Section: Section 143-133.3 of the General Statutes provides, in part, that the governing board of any political subdivision of the State of North Carolina, which would include the City Council of the City of Asheboro, North Carolina, may not enter into a contract such as this Agreement unless the contractor, which is the Lessee in this case, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The said Article 2 of Chapter 64 establishes North Carolina's E-Verify requirements for employers. For the sole and limited purpose of creating a valid contract with the City of Asheboro, the Lessee hereby represents and covenants that the Lessee and its contractors and subcontractors who may perform work on the demised premises are compliant, and will remain compliant throughout the duration of this Agreement, with the cited requirements of Article 2 of Chapter 64 of the General Statutes. The Lessee acknowledges and agrees that the City of Asheboro is relying upon this E-Verify compliance section in order to enter into this Agreement. The parties agree to this contractual provision only to the extent authorized by law. If this section of the Agreement is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to conform to Section 143-133.3 of the General Statutes.
- (18) Lessor and Lessee each acknowledge and represent that it is duly organized, validly existing, and in good standing and has the right, power, and authority to enter into this Agreement and bind itself hereto through the official set forth below as signatory for the party.

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

Lessor:

CITY OF ASHEBORO

By: _____
David H. Smith, Mayor
City of Asheboro, North Carolina

ATTEST:

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

[EXHIBIT 1, which was referenced in the preceding hangar space lease agreement, is on file and available for inspection in the city's engineering department and in the city clerk's office.]

(b) Consideration of a recommendation from the airport authority to select W.K. Dickson & Company, Inc. to provide engineering services for airport improvements during the next 5 years.

Mr. Leonard reported to the Council that the City of Asheboro properly advertised requests for Statements of Qualifications for airport planning and engineering services, and statements were received from Avcon, Inc., Delta Airport Consultants, Inc., and W.K. Dickson & Co., Inc. All three (3) submittals were complete with outstanding qualifications and experience in the aviation field.

Additionally, Mr. Leonard reported that at its regular meeting on October 18, 2016, the Asheboro Airport Authority recommended that the Council select W.K. Dickson & Co., Inc. to provide airport planning and engineering services for the Asheboro Regional Airport's improvements for the next five (5) years. This recommendation is based on the company's specialization and experience in aviation facilities and projects similar to Asheboro Regional Airport.

Upon motion by Mr. Burks and seconded by Mr. Swiers, Council unanimously approved the selection of W.K. Dickson & Co., Inc. to provide airport planning and engineering services for the Asheboro Regional Airport's improvements for the next five (5) years. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

(c) Consideration of an airport authority recommendation to investigate the use of non-primary entitlement funds to purchase 3 parcels of land.

Mr. Leonard reported that the City of Asheboro has the opportunity to purchase parcels of land that are located adjacent to city-owned property within the vicinity of the Asheboro Regional Airport along Union Church Road and DouL Mountain Road. The parcel that is located at 1480 Union Church Road consists of approximately 3.38 acres of land and is approximately 2600' off of the end of the airport's runway, while the parcel located at 2142 DouL Mountain Road consists of a 2.23 acre tract and a 2.5 acre tract.

Additionally, Mr. Leonard highlighted that the purchase of the above-referenced parcels is part of the 2014-2020 Transportation Improvement Plan (TIP). City staff along with the members of the Airport Authority recommended that the city use non-primary entitlement funding to proceed with the acquisition of the described parcels of land.

Upon motion by Mr. Burks and seconded by Mr. Moffitt, Council voted unanimously to proceed with the acquisition of the property located at 1480 Union Church Road and 2142 DouL Mountain Road. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. City staff will update the Council throughout the purchase process.

(d) Consideration of a resolution rejecting the sealed bids received for standing timber near the airport and authorizing a new sale process.

Mr. Leonard presented and recommended adoption, by reference, of a resolution rejecting the bids initially received for standing timber on city-owned land near the Asheboro Regional Airport and authorizing a new sale process.

Upon motion by Mr. Moffitt and seconded by Mr. Burks, Council voted unanimously to adopt the following resolution by reference. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

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

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

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

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

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

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

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

WHEREAS, in accordance with the sealed bid sale process approved by the City Council, the city clerk submitted for publication on September 25, 2016, in *The Courier-Tribune*, a newspaper having general circulation in the City of Asheboro and Randolph County, notice of the sealed bid sale process that specified, along with the terms and conditions of sale, a bid opening time and date of noon on Thursday, October 27, 2016; and

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. Persons or entities wishing to upset the offer must deliver to the office of the city clerk, during the City's normal business hours, an upset bid within 10 calendar days after the notice referenced in Section 6 of this Resolution is published. In order to be considered properly delivered, an upset bid must be hand-delivered to the city clerk, or her designee, within the stated time frame on a form approved by the city attorney and available for distribution to potential bidders in the city clerk's office.

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

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

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

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

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

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

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

ATTEST:

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

(e) Update on current airport projects.

Mr. Leonard reported that the Apron Rehabilitation project has been completed, and that the renovations on the existing terminal building are anticipated to be completed soon. Additionally, Mr. Leonard invited the Council Members to a ribbon cutting ceremony that is scheduled for Saturday, December 3, 2016 at 11:00 a.m. for renovation of the terminal building.

(f) A request by Journey Church of the Piedmont, Inc. for the city to annex church-owned land at 1801 and 1827 South Fayetteville Street.

(i) Consideration of a resolution authorizing the investigation and potential certification of the petition requesting annexation.

Mr. Leonard presented and recommended adoption, by reference, of a resolution directing the city clerk to investigate the sufficiency of an annexation petition submitted by Journey Church of the Piedmont, Inc.

Upon motion by Mr. Burks and seconded by Mr. Swiers, Council voted unanimously to adopt the following resolution by reference. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

RESOLUTION NUMBER 37 RES 11-16

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE THE SUFFICIENCY OF AN ANNEXATION PETITION SUBMITTED BY JOURNEY CHURCH OF THE PIEDMONT, INC.

WHEREAS, Journey Church of the Piedmont, Inc. (hereinafter referred to as the "Petitioner") has submitted a petition requesting the annexation of the church's two adjoining parcels of land at 1801 and 1827 South Fayetteville Street into Asheboro's primary corporate limits, these parcels of land are more specifically identified by Randolph County Parcel Identification Numbers 7750734715 and 7750733691; and

WHEREAS, the territory for which annexation is requested is contiguous with the existing primary corporate limits of the City of Asheboro; and

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

WHEREAS, in response to this petition, the Asheboro City Council has decided to proceed with the statutorily prescribed voluntary annexation process;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that the city clerk is directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the city's governing board the results of her investigation.

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

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

ATTEST:

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

With the adoption of the above-stated Resolution, the following certificate provided the basis for further action by the Council:

CERTIFICATE OF SUFFICIENCY

(Annexation Petition Received from Journey Church of the Piedmont, Inc.)

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

I, Holly H. Doerr, CMC, NCCMC, City Clerk for the City of Asheboro, North Carolina, do hereby certify that, with the assistance of staff members in various city departments, I have investigated the petition submitted by Journey Church of the Piedmont, Inc. requesting annexation of the church's two adjoining parcels of land at 1801 and 1827 South Fayetteville Street into the primary corporate limits of the City of Asheboro. These parcels of land are more specifically identified by Randolph County Parcel Identification Numbers 7750734715 and 7750733691.

On the basis of the evidence obtained during the course of my investigation, I have concluded that the owners of the real property lying in the area for which annexation has been requested have signed the prescribed petition. The petition appears to be sufficient to satisfy the provisions of Section 160A-31 of the North Carolina General Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Asheboro, North Carolina in order to make this certification effective as of the 10th day of November, 2016.

(CITY SEAL)

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

(ii) Consideration of a resolution setting the date for a public hearing on the petition requesting annexation.

As a consequence of the receipt of written certification from the city clerk as to the sufficiency of said annexation petition, Mr. Leonard presented and recommended adoption, by reference, of a resolution setting the date for a public hearing on the question of annexation.

Upon motion by Mr. Burks and seconded by Ms. Snuggs, Council voted unanimously to adopt the following resolution by reference. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

RESOLUTION NUMBER _____ **38 RES 11-16**

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE QUESTION OF THE REQUESTED ANNEXATION OF LAND OWNED BY JOURNEY CHURCH OF THE PIEDMONT, INC.

WHEREAS, Journey Church of the Piedmont, Inc. (the "Petitioner") has properly submitted a petition requesting the annexation by the city of two adjoining parcels of land at 1801 and 1827 South Fayetteville Street that are more specifically identified by Randolph County Parcel Identification Numbers 7750734715 and 7750733691; and

WHEREAS, the Asheboro City Council directed, by resolution, the city clerk to investigate the sufficiency of the annexation petition submitted by the Petitioner; and

WHEREAS, on the basis of information gathered by city staff members during an investigation of the submitted petition, the city clerk certified the sufficiency of the petition as a basis for proceeding with setting the date for a public hearing on the question of annexation pursuant to Section 160A-31 of the North Carolina General Statutes;

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

Section 1. A public hearing on the question of annexing the area described herein will be held in the Council Chamber of Asheboro City Hall, which is located at 146 North Church Street, Asheboro, North Carolina 27203, during a regular meeting of the city council that will begin at 7:00 o'clock p.m. on the 8th day of December, 2016.

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

Asheboro Township, Randolph County, North Carolina:

BEGINNING on the existing primary city limits line for the City of Asheboro at a new railroad spike set flush with the ground at the intersection of the eastern margin of the 70-foot public right-of-way for South Fayetteville Street with the southern margin of the 40-foot public right-of-way for Foster Street; thence from the said beginning point following the existing primary city limits South 70 degrees 01 minute 10 seconds East 416.45 feet along the northern boundary line for the Journey Church of the Piedmont, Inc. property shown as Tract 1 on a plat of survey recorded in Plat Book 148, Page 70, Randolph County Registry (this tract of land for which annexation into the City of Asheboro is sought by Journey Church of the Piedmont, Inc. shall be hereinafter referred to as the "Annexation Tract") to a 3/4" existing iron pipe that is 12" tall at the northeast corner of the Annexation Tract; thence departing from the existing primary city limits line and the northern boundary line of the Annexation Tract by proceeding along the eastern boundary line of the Annexation Tract, which is also the proposed new primary city limits line for the City of Asheboro, the following courses and distances: South 03 degrees 19 minutes 07 seconds East 149.99 feet to a 3/4" existing iron pipe that is flush with the ground; thence South 03 degrees 16 minutes 11 seconds East 85.85 feet to a 3/4" existing iron pipe that is 3" tall; thence South 03 degrees 16 minutes 11 seconds East 64.14 feet to a 3/4" existing iron pipe control corner that is flush with the ground at the southeast corner of the Annexation Tract; thence departing from the eastern boundary line for the Annexation Tract and following the proposed new primary city limits line for the City of Asheboro North 84 degrees 41 minutes 56 seconds West 560.39 feet along the southern boundary line for the Annexation Tract to a 3/4" existing iron pipe control corner that is 4" deep in the eastern margin of the public right-of-way for South Fayetteville Street; thence continuing to follow the proposed new primary city limits line across the 70-foot public right-of-way for South Fayetteville Street the following courses and distances: North 84 degrees 41 minutes 56 seconds West 11.40 feet to a 1/2" existing iron rod that is 2" deep; thence North 69 degrees 02 minutes 33 seconds West 59.02 feet to a computed point in the western margin of the public right-of-way for South Fayetteville Street, which is also the location of the existing primary city limits line for the City of Asheboro; thence departing from the proposed new primary city limits line and following the existing primary city limits line North 20 degrees 57 minutes 27 seconds East 420.53 feet along the western margin of the public right-of-way for South Fayetteville Street to a computed point; thence departing from the western margin of the said public right-of-way and following the existing primary city limits line by crossing the 70-foot public right-of-way along the following courses and distances: South 69 degrees 02 minutes 33 seconds East 58.55 feet to a new mag nail; thence South 70 degrees 01 minute 10 seconds East 11.45 feet to the point and place of BEGINNING, and containing 4.58 acres of land, more or less, to be annexed.

The above-listed description is in accordance with a plat of survey identified as job number 160020 and titled "ANNEXATION PLAT FOR: JOURNEY CHURCH OF THE PIEDMONT, INC. TRACT 1." The said plat was drawn under the supervision of John W. Willis, Jr., Professional Land Surveyor with Registration Number L-4522.

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

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

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

ATTEST:

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

8. Discussion of potential changes in the council's meeting schedule for 2017.

Mayor Smith presented a list of potential dates for city council meetings for 2017. The list reviewed by the Council Members provided the following information:

PRELIMINARY INFORMATION FOR DISCUSSION

Asheboro City Council Regular Meetings for 2017

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

Since no one expressed any conflicts with the schedule, a general consensus of the Council was for city staff to draft an ordinance setting the council's meeting schedule for 2017. Said ordinance will be presented to the Council for consideration at the regular December meeting.

9. Upcoming events:

Mayor Smith announced the following upcoming events:

- Thursday, November 10, 2016 at 4:30 p.m. – Veterans Meet and Greet at the Randolph/Asheboro YMCA.
- Friday, November 11, 2016 at 12:00 p.m. – Field of Honor Opening Ceremony and Fly Over at South Asheboro Middle School sponsored by the Asheboro/Randolph Chamber of Commerce.
- Friday, November 11, 2016 at 4:00 p.m. – Veterans Day Parade in Downtown Asheboro sponsored by the Randolph County Veterans Council.
- Saturday, November 12, 2016 at 10:00 a.m. – Local historian Ricky Allred will lead a historical walk in the Old City Cemetery.

