

**REGULAR MEETING  
ASHEBORO CITY COUNCIL  
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING  
THURSDAY, JUNE 6, 2019  
7:00 p.m.**

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

David H. Smith       ) – Mayor Presiding  
  
Clark R. Bell         )  
Edward J. Burks     )  
Linda H. Carter     )  
Walker B. Moffitt   ) – Council Members Present  
Jane H. Redding     )  
Katie L. Snuggs     )  
Charles A. Swiers    )

John N. Ogburn, III, City Manager  
D. Jason Cheek, Police Captain  
Michael L. Leonard, PE, City Engineer  
Trevor L. Nuttall, Community Development Director  
Deborah P. Reaves, Finance Director  
Michael D. Rhoney, PE, Water Resources Director  
Jonathan M. Sermon, Recreation Services Director  
Jeffrey C. Sugg, City Attorney  
Tammy M. Williams, Deputy City Clerk

**1. Call to order.**

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

**2. Moment of silent prayer and pledge of allegiance.**

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

**3. Final consideration of an ordinance to amend the Sunset Theatre regulations in Article XIV of the city’s cultural and recreation services policy manual.**

Mayor Smith opened the floor for final consideration of an ordinance to amend Article XIV (Sunset Theatre regulations) of the City of Asheboro Cultural and Recreation Services Policy Manual (the “Manual”). The proposed ordinance has been designed to provide the cultural services department with a rental option for qualified nonprofit corporations that wish to utilize the Sunset Theatre as a venue for events with the sale of wine and beer.

The ordinance was indefinitely tabled during the Council’s regular meeting in April 2019. During its next regular meeting, the Council re-opened the debate about the ordinance and the limited option to sale wine and beer in the Sunset Theatre.

During the regular meeting in May 2019, the city attorney discussed operational and risk management concerns that led city staff members to propose an alternative to the city obtaining its own ABC permit in the retail business category. This alternative proposal consisted of the ordinance currently under consideration.

The ordinance reaches the stated goal by establishing a rental framework in which nonprofit corporations such as theatrical production companies can obtain exclusive control of the Sunset Theatre venue for the duration of an event. The duration of such an event is typically two weeks.

With this exclusive control of the theatre throughout the course of the event, the nonprofit corporation could properly apply for a Special One-Time permit from the North Carolina Alcoholic Beverage Control Commission allowing the sale of wine and beer during the event. Subject to inspections by the city as the property owner to ensure compliance with the rental agreement, the nonprofit entity would be in charge of the event and the premises, specifically including all concession sales. No other rentals would be allowed at the Sunset Theatre during a nonprofit renter's event involving the sale of wine and beer.

During the regular meeting in May 2019, the Council approved the previously tabled ordinance with the above-described rule changes pertaining to the sale of wine and beer in the Sunset Theatre. The effective date of the Sunset Theatre rule changes would be July 1, 2019.

However, the vote was not unanimous, and the affirmative votes for the motion to adopt the ordinance were deemed to be insufficient in number for the ordinance to be finally adopted. Therefore, the ordinance amending Article XIV of the Manual was placed on the regular June 2019 meeting agenda for final adoption.

Prior to the final consideration of the ordinance, the Council addressed a prior disclosure by Council Member Burks that, in his capacity as a business owner, he has a contractual relationship to perform work for Rhinoleap Productions. Rhinoleap is a nonprofit theatrical production company that would likely avail itself of the proposed amendments to the Sunset Theatre rules.

Due to this financial conflict of interest, Council Member Burks asked to be excused from participating in the final consideration of the proposed amendments to the Sunset Theatre rules. This request was consistent with the fact that Council Member Burks had been excused from the initial vote on this issue during the Council's regular meeting in May 2019.

During the current meeting on June 6, 2019, Council Member Moffitt moved to excuse Council Member Burks from participating in the consideration of this agenda item, and Council Member Snuggs seconded the motion. The Council Members voted unanimously to adopt the motion and to excuse Council Member Burks from participating in the consideration of this agenda item. Immediately following this vote, Council Member Burks moved from his seat at the council table and took a seat in the gallery.

The six remaining Council Members then gave final consideration to the ordinance, which had received initial approval during the regular meeting in May 2019, amending Article XIV in the Manual. Council Member Moffitt moved to approve the final adoption of the following ordinance by reference, and Council Member Bell seconded the motion.

Council Members Bell, Moffitt, Redding, Snuggs, and Swiers voted aye. Council Member Carter voted no. With this vote, the following ordinance with an effective date of July 1, 2019, received final approval:

**ORDINANCE NUMBER 16 ORD 6-19**

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

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

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

**WHEREAS**, Section 98.01 (Adoption by Reference) of the Code of Asheboro provides that the City of Asheboro Cultural and Recreation Services Policy Manual (the "Manual") has

been adopted by the Asheboro City Council by reference and made a part of the Code of Asheboro; and

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

**WHEREAS**, due to the interest expressed by some nonprofit groups in pursuing the option of using the Sunset Theatre as a venue for events that include the sale of wine and beer, the recreation services director and the city manager have recommended updates to Article XIV; and

**WHEREAS**, these updates are specified in the attached EXHIBIT 1, which is hereby incorporated into this Ordinance by reference as if copied fully herein; and

**WHEREAS**, the Asheboro City Council concurs with the recommended updates to Article XIV.

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

**Section 1.** Article XIV of the City of Asheboro Cultural and Recreation Services Policy Manual is hereby rewritten to provide as specified in EXHIBIT 1. All articles, sections, and provisions of the Manual that are not expressly modified by the contents of EXHIBIT 1 shall continue in full force and effect without alteration.

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

**Section 3.** This Ordinance shall be in full force and effect upon and after July 1, 2019.

This Ordinance was initially approved by the Asheboro City Council in open session during a regular meeting held on the 9<sup>th</sup> day of May, 2019, and received final approval from the Asheboro City Council in open session during a regular meeting held on the 6<sup>th</sup> day of June, 2019.

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

ATTEST:

/s/ Tammy M. Williams  
Tammy M. Williams, Deputy City Clerk

## **EXHIBIT 1**

### **ARTICLE XIV. SUNSET THEATRE**

#### **SECTION 14.1 APPLICATION**

~~The City of Asheboro Cultural Services Department is responsible for administering the Sunset Theatre facility in a manner that will provide the citizens of Asheboro with an opportunity for a high quality experience. Under the general supervision of the Recreation Services Superintendent, designated city employees within the Cultural Services Department (hereinafter collectively referred to as the "Staff") will operate the facility in the best interest of the City of Asheboro.~~

~~Subject to the regulations prescribed herein, this facility may be rented to individuals or other types of legal entities for events or activities that are~~

~~consistent with the mission of the Cultural Services Department. The decision as to whether to rent the facility on any specific occasion is within the ultimate discretion of the Recreation Services Superintendent as he or she evaluates the needs and priorities of the department. In order to request the use of this facility, an applicant shall accurately complete in its entirety the application form prescribed by and available from the Cultural Services Department.~~

## ~~SECTION 14.2 RULES & REGULATIONS~~

- ~~1. Unless authorization to the contrary is listed on the prescribed application form as part of the written approval of an event by the Cultural Services Department, alcoholic beverages are prohibited in the facility. In those cases where the Recreation Services Superintendent has authorized the sale, possession, and/or consumption of unfortified wines and/or malt beverages on the premises in connection with and for the duration of the approved event, such sale, possession, and/or consumption of the listed beverages must be conducted in strict compliance with Section 14.3 of this manual, any conditions attached by the Recreation Services Superintendent to the event approval, and all applicable laws, ordinances, and regulations. No alcoholic beverages other than unfortified wines and malt beverages are permitted on the premises of the facility at any time.~~
- ~~2. Smoking and tobacco products are prohibited in the facility.~~
- ~~3. A \$100.00 security deposit must be paid at the time of reservation to secure a date. The fee shall be submitted to the Cultural Services Department. Multiple dates will require multiple deposits.~~
- ~~4. The Recreation Services Superintendent reserves the right to co-sponsor an event.~~
- ~~5. Violation of this agreement shall result in forfeiture of security deposit fees.~~
- ~~6. The user fees, as described in the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments, must be paid at least 48 hours before the start of the event, or the event will be cancelled. In the event advance tickets have been sold, lessee is responsible for reimbursing ticket holders or to honor any advance tickets sold for a future event sponsored by the same lessee. Lessee is responsible for advertising the cancellation.~~
- ~~7. Failure to pay the rental fee will result in denied access to the facility.~~
- ~~8. The maximum daily rental period is one 8 hour period (unless otherwise noted in the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments), which includes load in and load out. At the latest, closing time shall be Midnight, unless otherwise stated. Events that exceed their rental period shall result in loss of security deposit.~~
- ~~9. In the event the facility is being rented for an event open to the public, or if admission is being charged, the person/organization renting the facility, hereinafter known as "lessee," shall pay for and maintain, at all times during the individual or entity's use of the facility, Comprehensive and General Liability insurance coverage with primary limits of liability of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage for any events open to the public. Furthermore, the City will be furnished with a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be in the possession of the City of Asheboro Cultural Services Department no later than 48 hours prior to the scheduled event. Failure to provide proof of insurance will result in the event being cancelled. Furthermore, the Applicant must agree to forever hold harmless and to fully indemnify the City and its personnel, agents, officials, and City Council, in both their official and individual capacities, from any and all judgments, liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any person or entity by reason of any negligent or willful act or omission of the Applicant or its officers, employees, agents or contractors in connection with the Applicant's use of the Sunset Theatre.~~

- ~~10. If the event is closed to the general public and no admission fee is charged, a liability waiver shall be required in lieu of liability insurance coverage.~~
- ~~11. The Lessee must designate a representative who will be responsible for all phases of the event and who will be on site the entire time the event is taking place.~~
- ~~12. The maximum number of tickets sold for any one event shall be determined by the total number of seats available and set up of the facility.~~
- ~~13. Assignment: Lessee may not assign this lease agreement or any right contained in this lease agreement or sublet the Sunset Theatre or any adjoining property owned by the City of Asheboro.~~
- ~~14. The Cultural and Recreation Services Division shall have by way of illustration and without limitation the right to deny the use of the facility if; 1) It deems such use may result in damage to the facility, 2) It deems such use is inconsistent with the policies of the division, 3) It deems such use may lead to illegal activity at the facility, 4) it deems such use may be detrimental to the character of the theatre as a multipurpose community facility.~~
- ~~15. A Cultural Services Department staff member will be in attendance to oversee and supervise all events held at the theatre. This staff member shall be equipped with a cell phone, first aid kit, be certified in First Aid & CPR, have the knowledge and ability to enforce facility rules & regulations, and knowledge of the electrical, HVAC, and lighting systems. This staff member shall have the authority to require anyone to leave the facility at any time for violation of the rules and regulations prescribed for the Sunset Theatre or for engagement in any other form of inappropriate conduct.~~
- ~~16. Lessee agrees to a "walk through" inspection prior to use of the facility. Any pre-existing, damaged, broken or malfunctioning equipment, or furnishings shall be noted. A second walk through shall be made at the completion of the event, and any variance shall be noted and appropriate charges will be billed and due within 5 business days.~~
- ~~17. No rice or birdseed is to be thrown inside the building.~~
- ~~18. As appropriate, the lessee is responsible for procuring the services of properly trained security/law enforcement personnel.~~
- ~~19. The Asheboro Police Department and staff members in the Cultural and Recreation Services Departments shall have access to all areas of the facility at all times before, during, and after the event.~~
- ~~20. Lessee is responsible for cleaning the facility after the event. The facility must be restored to the condition it was in at the start of the lease period.~~
- ~~21. Failure to clean up as required shall result in loss of security deposit.~~
- ~~22. Cleaning supplies and trash can liners are available for use. Trash shall be disposed of in the appropriate location.~~
- ~~23. Items left after the rental period will result in loss of deposit and shall be deemed to be abandoned property subject to removal and disposition in the sole discretion of the City of Asheboro.~~
- ~~24. No decorations, posters, pictures, banners, or other such items shall be fastened to walls, windows, woodwork, doors, or curtains nor placed on stands in any area of the facility without approval.~~
- ~~25. No nails, tacks, staples, or screws of any kind may be applied to any part of the interior or exterior of the building.~~
- ~~26. Only approved tapes, such as blue painters tape and gaff tape may be applied to the stage floor. If an approved tape is applied to the stage floor it must be removed by the lessee immediately following the event.~~
- ~~27. No painting, wood cutting, or drilling shall be done on the stage or in the adjacent support areas.~~
- ~~28. All scenery elements are to be flame retardant. The use of open flame (candles, matches, lighters, etc.) is expressly prohibited.~~
- ~~29. At no time shall any of the lessee's scenery, stage furniture, props, costumes, or equipment block any exits, loading doors, storage rooms, sidewalks, or parking areas.~~
- ~~30. Any stage props that have power must meet current electrical codes and are subject to inspection and approval. If such props do not pass inspection, they are subject to immediate removal from the facility.~~

- ~~31. Lessee is encouraged to provide posters, banners, and promotional material for the "Coming Attractions" Display Board at the Theatre entrance. Any items to be displayed or distributed are subject to approval.~~
- ~~32. Lessee shall not change the location or use of the lobby displays, easels, or signs without prior approval.~~
- ~~33. The City of Asheboro Cultural Services Department reserves the right to sell any and all concessions during any event held at the facility.~~
- ~~34. Lessee warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the City of Asheboro harmless from any and all claims, losses, or expenses incurred with regard thereto. Lessee shall pay all of the City of Asheboro's costs and expenses, including reasonable attorney's fees, incurred in defense of or as a result of any claims respecting copyrights and related matters.~~
- ~~35. Lessee shall be responsible for payment of any and all taxes, permits, fees (including without limitation fees associated with intellectual property licensing rights), and other charges arising out of or connected with the use of the premises by lessee, and lessee shall save the City of Asheboro harmless from any and all obligations with respect to such taxes, permits, fees, and other charges.~~
- ~~36. If lessee desires to sell any items in or near the facility, including but not limited to concessions items, videos, CDs, DVDs, tapes, clothing, periodicals, etc., lessee must obtain written permission at least 48 hours prior to the event. The Recreation Services Superintendent may refuse with or without cause such permission.~~
- ~~37. If lessee is granted permission to sell concessions, lessee agrees to pay the City of Asheboro a 10% commission on any sales of any concession items sold. A joint inventory will be taken prior to and after the event.~~
- ~~38. If Lessee is approved to sell their own concessions, they shall provide their own workers to sell merchandise, concessions, and supplies, including, food, candy, drinks, cups, napkins, condiments, popcorn supplies, bags, ice, etc. Chewing gum will not be allowed for sale.~~
- ~~39. If lessee is granted permission to hold a catered event (food beyond normal concession products) the food must be served and consumed in areas designated by Cultural and Recreation Services Division staff members.~~
- ~~40. Lessee is responsible for providing the following:
  - ~~a. A designated, responsible adult to operate the Theatre sound system, if needed.~~
  - ~~b. A designated, responsible adult to operate the Theatrical light system, if needed.~~
  - ~~c. Ushers for the event.~~
  - ~~d. Ticket sellers /takers for the event.~~
  - ~~e. Money box and petty cash as needed.~~~~
- ~~41. All persons/groups renting the facility are responsible for knowing the location of all fire extinguishers and exits. A location map shall be provided.~~
- ~~42. Prior to each performance/event, an announcement must be made stating the location of restrooms and emergency exits.~~
- ~~43. Only city staff members may adjust thermostats.~~
- ~~44. The Recreation Services Superintendent reserves the right to cancel any event, at any time, based on rental agreement violations.~~
- ~~45. The following are available for an additional fee, please contact the City of Asheboro Cultural Services Department for additional information:
  - ~~a. Ticket Sellers/Takers (hourly charge).~~
  - ~~b. Ushers (hourly charge).~~
  - ~~c. Ticket design service (\$75.00 for up to 390, 1 side printed tickets)~~
  - ~~d. One poster for display case (\$25.00 per poster)~~~~

**SECTION 14.3 — SALE, POSSESSION, AND CONSUMPTION OF MALT BEVERAGES AND UNFORTIFIED WINES**

~~The possession and consumption of malt beverages and unfortified wines during the course of approved events is currently authorized and regulated in the sole discretion of the Recreation Services Superintendent by means of the Superintendent's attachment of conditions to the written approval of the event. Regulations authorizing the sale of malt beverages and unfortified wines on the premises of this facility are currently under review. Until final adoption of these regulations, the sales of malt beverages and unfortified wines on the premises of this facility are strictly prohibited.~~

**SECTION 14.1 APPLICATION**

The City of Asheboro Cultural Services Department (the "Department") is responsible for administering the Sunset Theatre facility in a manner that will provide the citizens of Asheboro with an opportunity for a high quality experience. Under the general supervision of the Recreation Services Director, designated city employees within the Department will operate the Sunset Theatre (the "Facility") in the best interest of the City of Asheboro (the "City").

Subject to the regulations prescribed herein, the Facility may be rented to individuals or other types of legal entities for events or activities that are consistent with the Department's mission. The decision as to whether to rent the Facility on any specific occasion is within the ultimate discretion of the Recreation Services Director (the "Director") as he or she evaluates the needs and priorities of the City. In order to use the Facility, an applicant must accurately complete in its entirety the rental form provided by the Department and receive written approval from the Director or the Director's designee.

**SECTION 14.2 RULES AND REGULATIONS – EVENTS WITHOUT THE SALE OF UNFORTIFIED WINE AND/OR MALT BEVERAGES**

(A) Unless authorization for the possession and consumption of unfortified wine and/or malt beverages is explicitly noted by the Director on the approved rental form, alcoholic beverages are prohibited in the Facility. When authorization for the possession and consumption of unfortified wine and/or malt beverages within the Facility is granted, such an authorization is subject to the following rules and regulations:

- (1) Unfortified wines and/or malt beverages are the only types of alcoholic beverages that the Director may allow in the Facility. All other types of alcoholic beverages are prohibited.
- (2) The sale of wine and/or malt beverages within the Facility is subject to the rules and regulations found in Section 14.3. The possession and consumption of unfortified wine and/or malt beverages within the Facility is subject to strict regulation by the Director.
- (3) The restrictions imposed by the City upon the possession and consumption of wine and/or malt beverages during an event held in the Facility will be specified in a distribution and consumption management plan attached to the approved rental agreement. The applicant requesting approval for the possession and consumption of wine and/or malt beverages must provide a proposed distribution and consumption management plan for review when the rental agreement is submitted to the Department.
- (4) In addition to complying with the approved distribution and consumption management plan, the renter and the renter's agents, contractors, and any other type of representatives must strictly comply with all applicable laws and rules, specifically including without limitation all statutes, ordinances, and regulations pertaining to alcoholic beverage control.

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

(C) Sponsorship and fee related regulations:

- (1) The Director reserves the right to co-sponsor an event.
- (2) A \$100 security deposit must be paid at the time of reservation to secure an event date. The fee shall be submitted in the manner prescribed by the Department. Multiple dates will require multiple deposits.
- (3) Violation of the rental agreement will result in the forfeiture of the security deposit to the City.
- (4) If the user fees described in the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments (the "Fee Schedule") are not paid at least 48 hours before the start of an event, the event will be cancelled.
- (5) If advance tickets have been sold for a canceled event, the renter is responsible for either reimbursing ticket holders or honoring at a future event sponsored by the same renter the advance tickets that have already been sold. The renter is responsible for advertising the cancellation.
- (6) Failure to pay the rental fee will result in the denial of access to the Facility.
- (7) Unless otherwise noted in the Fee Schedule, the maximum daily rental period is one 8-hour period, including load-in and load-out. Unless specific provisions to the contrary are noted in the approved rental agreement, the latest closing time is Midnight. If an event exceeds the approved rental period, the security deposit shall be forfeited to the City.

(D) Insurance and liability waivers:

- (1) When the Facility is rented for an event open to the public, or if a fee is charged for admission to the event, the renter shall pay for and maintain at all times during the individual or entity's use of the Facility comprehensive and general liability insurance coverage with primary limits of liability of no less than \$1,000,000 per occurrence for bodily injury and property damage. In order to prove the required insurance coverage is in effect, the renter shall furnish to the City a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be in the Department's possession no later than 48 hours prior to the scheduled event. Failure to provide the required proof of insurance will result in the cancellation of the event. Furthermore, the applicant must agree to forever hold harmless and to fully indemnify the City and its personnel, agents, officials, and city council, in both their official and individual capacities, from any and all judgments, liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any person or entity by reason of any negligent or willful act or omission by the applicant or its officers, employees, agents, or contractors in connection with the applicant's use of the Facility.
- (2) If the event is closed to the general public, and no admission fee is charged, a liability waiver shall be required in lieu of liability insurance coverage.

(E) The assignment of a rental agreement pertaining to the Facility, or the assignment of any right found within a Facility rental agreement, is strictly prohibited. Furthermore, the subletting of the Facility is strictly prohibited.

(F) Facility operational issues:

- (1) The renter must designate with the Department a representative who will be responsible for all phases of the event and who will be on site the entire time the event is taking place.

- (2) The maximum number of tickets sold for any one event shall be determined by the set-up of the Facility for the event and the total number of seats available under the chosen Facility set-up.
- (3) By way of illustration and not limitation, the Department may deny to any potential renter the use of the Facility for the following reasons:
  - (a) The proposed event may result in damage to the Facility.
  - (b) The proposed event is inconsistent with the Department's policies and practices.
  - (c) The Director forms an articulable opinion that an event creates an environment conducive to the occurrence within the Facility of one or more identifiable unlawful activities.
  - (d) The proposed event has the articulable and realistic potential to be detrimental to the character of the theatre as a multi-purpose community facility.
- (4) A City employee will be in attendance as the Department's representative to oversee and supervise all events held at the Facility. Such a staff member will be certified in first aid and cardio pulmonary resuscitation, will have the knowledge and ability to enforce the Facility's rules & regulations, and will have knowledge of the Facility's electrical, HVAC, and lighting systems. The Department's representative at the event has the authority to require anyone to leave the Facility at any time for violation of the Facility's rules and regulations and for engagement in any other form of unlawful or otherwise improper conduct.
- (5) Prior to using the Facility, either the renter or an authorized representative of the renter must participate in a walk-through inspection of the Facility. Any damaged, broken, or malfunctioning equipment or furnishings present in the Facility shall be recorded at this time. A second walk-through shall be made at the completion of the event, and any variance in the condition of the Facility and its contents between the times of the respective walk-throughs shall be recorded. The renter will be billed for the recorded damages. Payment of this bill for damages is due within five business days of the date of the invoice.
- (6) No rice or birdseed is to be thrown inside the Facility.
- (7) If generally accepted best practices for a venue such as the Sunset Theatre indicate that on-site security should be deployed for a proposed event, the renter is responsible for procuring and paying for the services of properly trained security/off-duty law enforcement personnel.
- (8) Department staff members, in addition to the Asheboro Police Department, shall have access to all areas of the Facility at all times before, during, and after the event.
- (9) The renter is responsible for cleaning the Facility after the event concludes. Before vacating the Facility's premises, the renter must ensure that the Facility is restored, with the exception of ordinary wear and tear, to the condition in which the Facility was found at the time of the pre-event walkthrough previously referenced in these rules and regulations.
- (10) If the renter fails to clean-up the facility as required by the rental agreement and these rules and regulations, the renter's security deposit will be forfeited to the City.
- (11) Cleaning supplies and trash can liners are available for use. Trash shall be deposited in the designated locations.

- (12) Items left in the Facility for disposition and/or disposal by the City will result in the forfeiture of the renter's security deposit to the City. Furthermore, any such items found in the Facility after the termination of the rental agreement will be deemed to be abandoned property that is subject to removal and disposition in the sole discretion of the City.
  - (13) In the absence of explicit approval from Department personnel, no decorations, posters, pictures, banners, or other such items shall be fastened to the Facility's walls, windows, woodwork, doors, or curtains.
  - (14) In the absence of explicit approval from Department personnel, no decorations, posters, pictures, banners, or other such items may be placed on stands in any area of the Facility.
  - (15) No nails, tacks, staples, or screws of any kind may be applied to any part of the interior or exterior of the Facility.
  - (16) Only approved tapes, such as blue painter's tape and gaff tape, may be applied to the stage floor. If an approved tape is applied to the stage floor, the tape must be completely removed by the renter prior to the termination of the rental agreement.
  - (17) No painting, wood cutting, or drilling shall be done on the stage or in the adjacent support areas.
  - (18) All scenery elements are to be flame retardant. The use of open flame (candles, matches, lighters, etc.) is expressly prohibited.
  - (19) No scenery, stage furniture, props, costumes, equipment, or other types of items may block any exits, loading doors, storage rooms, sidewalks, or parking areas at any time.
  - (20) Any stage props that have power must meet current electrical codes. Such props are subject to inspection and approval. Any props that do not pass inspection are subject to immediate removal from the Facility.
  - (21) The renter is encouraged to provide posters, banners, and promotional material for the "Coming Attractions" display board at the theatre's entrance. Any items to be displayed on the "Coming Attractions" board are subject to approval by the Department.
  - (22) The renter shall not change the location or use of the lobby displays, easels, or signs without prior approval.
- (G) The renter shall ensure, and does warrant by executing the rental agreement, that all copyrighted material to be performed within the Facility has been duly licensed or consent has been obtained from the copyright owners or their representatives. Furthermore, the renter agrees to indemnify and hold the City harmless from any and all claims, losses, or expenses incurred as a result of intellectual property law compliance issues. By way of illustration and not limitation, the renter shall pay all of the City's costs and expenses, including reasonable attorney's fees, incurred in defense of or as a result of any claims respecting copyrights, trademarks, and intellectual property matters.
- (H) The renter shall be responsible for the payment of any and all taxes, permits, fees (including without limitation fees associated with intellectual property licensing rights), and other charges arising out of or connected with the renter's use of the Facility. Furthermore, the renter shall, and does agree by executing the rental agreement, to save and hold the City harmless from any and all obligations with respect to such taxes, permits, fees, and other charges.

(I) Concessions:

- (1) The Department reserves the right to sell any and all concessions during events held at the Facility.
- (2) If the renter desires to sell in the Facility or on its associated premises any concession items, including without limitation CDs, DVDs, clothing, periodicals, etc., the renter must obtain written permission from the Director at least 48 hours prior to the event. The Director may refuse, with or without cause, to grant such permission.
- (3) If permission is granted by the Department for the renter to sell concessions, the renter must pay to the City a 10% commission on any and all concession items sold. A joint inventory will be taken prior to and after the event.
- (4) If permission is granted for the renter to sell its own concessions, the renter shall provide its own workers to sell merchandise, concessions, and supplies, including food, candy, drinks, cups, napkins, condiments, popcorn supplies, bags, ice, etc. Chewing gum is not allowed for sale.

(J) If permission is granted by the Department for the renter to hold a catered event (food beyond normal concession products), the food must be served and consumed in areas designated by the Department.

(K) The renter is responsible for providing the following at the renter's own expense:

- (1) If the Facility's sound system is needed for an event, a responsible adult must be designated to operate the sound system.
- (2) If the Facility's light system is needed for an event, a responsible adult must be designated to operate the light system.
- (3) If needed, ushers for the event.
- (4) If needed, ticket sellers /takers for the event.
- (5) As needed, a money box and petty cash.

(L) Fire extinguishers and exits:

- (1) All renters and any persons/groups acting for or on behalf of a renter are responsible for knowing the location of all fire extinguishers and exits. A location map will be provided by the Department.
- (2) Prior to each event or each performance, the renter or an individual acting on behalf of the renter must make an announcement stating the location of restrooms and emergency exits.

(M) Only City employees may adjust the Facility's thermostats.

(N) The City reserves the right to cancel any event, at any time, on the basis of rental agreement violations.

(O) For an additional fee, the following items/services are available from the Department:

- (1) Ticket Sellers/Takers (hourly charge)
- (2) Ushers (hourly charge)
- (3) Ticket Design Service (\$75.00 for up to 390, tickets printed on one side)
- (4) One Poster for Display Case (\$25.00 per poster)

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

(A) Unless authorization for the sale, possession, and consumption of unfortified wine and/or malt beverages is explicitly noted by the Director on the approved rental form, alcoholic beverages are prohibited in the Facility. When authorization for the sale, possession, and consumption of unfortified wine and/or malt beverages within the Facility is granted, such an authorization is subject to the following rules and regulations:

(1) Unfortified wines and/or malt beverages are the only types of alcoholic beverages that may be sold, possessed, and consumed in the Facility. All other types of alcoholic beverages are prohibited.

(2) The sale of wine and/or malt beverages within the Facility can occur under the following conditions:

(a) The renter responsible for the sale of wine and/or malt beverages must be a nonprofit organization that has obtained a Special One-Time permit from the North Carolina Alcoholic Beverage Control Commission. No other type of renter is eligible to hold an event that includes the sale of wine and/or malt beverages in the Facility.

(b) The approved Special One-Time permit from the North Carolina Alcoholic Beverage Control Commission shall also function as the sale plan referenced by Section 130.03(E)(3) in the Code of Asheboro.

(c) The renter must agree to rent the Facility as the sole and exclusive renter of the premises for the duration of the one-day or multi-day event listed on the Department-approved rental form for events involving the sale of wine and/or malt beverages. Subject to inspections conducted in a manner and at time(s) in the sole discretion of City employees, including without limitation Asheboro Police Department officers, to ensure compliance with the terms of the rental agreement and compliance with all applicable laws and regulations, the nonprofit organization as the approved renter will be exclusively in charge of and responsible for the event throughout the term of the approved rental agreement.

(d) Utilizing a diagram available from the City showing the Facility premises, specifically including all entrances and exits, the renter must identify where the sale and/or consumption of beverages will take place.

(e) The renter must assume full responsibility for all operational aspects of the event, specifically including without limitation staffing and supplies for any and all concession operations conducted during the event. City-owned concession equipment and personnel will be unavailable during the event.

(f) Strict compliance with all applicable laws and rules, specifically including without limitation all statutes, ordinances, and regulations pertaining to alcoholic beverage control, is required.

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

(C) Fee related regulations:

(1) The security deposit listed in the Fee Schedule for this type of event must be paid at the time the rental agreement is submitted for approval. The fee shall be submitted in the manner prescribed by the Department.

(2) Violation of the rental agreement will result in the forfeiture of the security deposit to the City.

- (3) If the rental fee listed in the Fee Schedule is not paid at least 48 hours before the start of an event, the event will be cancelled. If advance tickets have been sold for a canceled event, the renter is responsible for either reimbursing ticket holders or honoring at a future event sponsored by the same renter the advance tickets that have already been sold. The renter is responsible for advertising the cancellation.
  - (4) Failure to pay the rental fee will result in the denial of access to the Facility.
  - (5) Unless specific provisions to the contrary are noted in the approved rental agreement, the latest closing time is Midnight. If an event exceeds the approved rental period, the security deposit shall be forfeited to the City.
- (D) Insurance and hold harmless provisions:
- (1) The renter shall pay for and maintain, at all times during the nonprofit organization's use of the Facility, comprehensive and general liability insurance coverage with primary limits of liability of no less than \$1,000,000 per occurrence for bodily injury and property damage. Furthermore, the renter shall furnish to the City a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be in the Department's possession no later than 48 hours prior to the scheduled event. Failure to provide the required proof of insurance will result in the cancellation of the event.
  - (2) The renter must agree to forever hold harmless and to fully indemnify the City and its personnel, agents, officials, and city council, in both their official and individual capacities, from any and all judgments, liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any person or entity by reason of any negligent or willful act or omission by the renter or its officers, employees, agents, or contractors in connection with the renter's use of the Facility.
- (E) The assignment of a rental agreement pertaining to the Facility, or the assignment of any right found within a Facility rental agreement, is strictly prohibited. Furthermore, the subletting of the Facility is strictly prohibited.
- (F) Facility operational issues:
- (1) The renter must designate with the Department a representative who will be responsible for all phases of the event and who will be on site the entire time the event is taking place.
  - (2) The maximum number of tickets sold for any one event shall be determined by the set-up of the Facility for the event and the total number of seats available under the chosen Facility set-up.
  - (3) By way of illustration and not limitation, the Department may deny to any potential renter the use of the Facility for the following reasons:
    - (a) The proposed event may result in damage to the Facility.
    - (b) The proposed event is inconsistent with the Department's policies and practices.
    - (c) The Director forms an articulable opinion that an event creates an environment conducive to the occurrence within the Facility of one or more identifiable unlawful activities.
    - (d) The proposed event has the articulable and realistic potential to be detrimental to the character of the theatre as a multi-purpose community facility.

- (4) At least 48 hours prior to the commencement of an event, the renter's designated representative must meet with a City employee who will provide to the renter's representative operational instruction pertaining to the Facility's electrical, HVAC, and lighting systems.
- (5) Prior to using the Facility, an authorized representative of the renter must participate in a walk-through inspection of the Facility. Any damaged, broken, or malfunctioning equipment or furnishings present in the Facility shall be recorded at this time. A second walk-through shall be made at the completion of the event, and any variance in the condition of the Facility and its contents between the times of the respective walk-throughs shall be recorded. The renter will be billed for the recorded damages. Payment of this bill for damages is due within five business days of the date of the invoice.
- (6) If generally accepted best practices for a venue such as the Sunset Theatre indicate that on-site security should be deployed for a proposed event, the renter is responsible for procuring and paying for the services of properly trained security/off-duty law enforcement personnel.
- (7) No rice or birdseed is to be thrown inside the Facility.
- (8) No chewing gum is to be offered for sale.
- (9) The renter is responsible for maintaining the cleanliness and sanitary conditions of the Facility during the event. Before vacating the Facility's premises, the renter must ensure that the Facility is restored, with the exception of ordinary wear and tear, to the condition in which the Facility was found at the time of the pre-event walkthrough previously referenced in these rules and regulations.
- (10) If the renter fails to clean-up the facility as required by the rental agreement and these rules and regulations, the renter's security deposit will be forfeited to the City.
- (11) Cleaning supplies and trash can liners are available for use. Trash shall be deposited in the designated locations.
- (12) Items left in the Facility for disposition and/or disposal by the City will result in the forfeiture of the renter's security deposit to the City. Furthermore, any such items found in the Facility after the termination of the rental agreement shall be deemed to be abandoned property that is subject to removal and disposition in the sole discretion of the City.
- (13) In the absence of explicit approval from Department personnel, no decorations, posters, pictures, banners, or other such items shall be fastened to the Facility's walls, windows, woodwork, doors, or curtains.
- (14) In the absence of explicit approval from Department personnel, no decorations, posters, pictures, banners, or other such items may be placed on stands in any area of the Facility.
- (15) No nails, tacks, staples, or screws of any kind may be applied to any part of the interior or exterior of the Facility.
- (16) Only approved tapes, such as blue painter's tape and gaff tape, may be applied to the stage floor. If an approved tape is applied to the stage floor, the tape must be completely removed by the renter prior to the termination of the rental agreement.
- (17) No painting, wood cutting, or drilling shall be done on the stage or in the adjacent support areas.

- (18) All scenery elements are to be flame retardant. The use of open flame (candles, matches, lighters, etc.) is expressly prohibited.
  - (19) No scenery, stage furniture, props, costumes, equipment, or other types of items may block any exits, loading doors, storage rooms, sidewalks, or parking areas at any time.
  - (20) Any stage props that have power must meet current electrical codes. Such props are subject to inspection and approval. Any props that do not pass inspection are subject to immediate removal from the Facility.
  - (21) The renter is encouraged to provide posters, banners, and promotional material for the "Coming Attractions" display board at the theatre's entrance. Any items to be displayed on the "Coming Attractions" board are subject to approval by the Department.
  - (22) The renter shall not change the location or use of the lobby displays, easels, or signs without prior approval.
- (G) The renter shall ensure, and does warrant by executing the rental agreement, that all copyrighted material to be performed within the Facility has been duly licensed or consent has been obtained from the copyright owners or their representatives. Furthermore, the renter agrees to indemnify and hold the City of Asheboro harmless from any and all claims, losses, or expenses incurred as a result of intellectual property law compliance issues. By way of illustration and not limitation, the renter shall pay all of the City's costs and expenses, including reasonable attorney's fees, incurred in defense of or as a result of any claims respecting copyrights, trademarks, and intellectual property matters.
- (H) The renter shall be responsible for the payment of any and all taxes, permits, fees (including without limitation alcoholic beverage control permit fees and fees associated with intellectual property licensing rights), and other charges arising out of or connected with the renter's use of the Facility. Furthermore, the renter shall, and does agree by executing the rental agreement, to save and hold the City harmless from any and all obligations with respect to such taxes, permits, fees, and other charges.
- (I) If permission is granted by the Department for the renter to hold a catered event (food beyond normal concession products), the food must be served and consumed in areas approved by the Department during the rental agreement review and approval process.
- (J) The renter is responsible for providing the following at the renter's own expense:
- (1) If the Facility's sound system is needed for an event, a responsible adult must be designated to operate the sound system.
  - (2) If the Facility's light system is needed for an event, a responsible adult must be designated to operate the light system.
  - (3) If needed, ushers for the event.
  - (4) If needed, ticket sellers /takers for the event.
  - (5) As needed, a money box and petty cash.
- (K) Fire extinguishers and exits:
- (1) All persons/groups acting for or on behalf of a renter are responsible for knowing the location of all fire extinguishers and exits. A location map will be provided by the Department.

- (2) Prior to each event or each performance, an individual acting on behalf of the renter must make an announcement stating the location of restrooms and emergency exits.
- (L) The City reserves the right to cancel any event, at any time, on the basis of rental agreement violations.
- (M) For the listed fees, the following items/services are available:
  - (1) Ticket Design Service (\$75.00 for up to 390, tickets printed on one side)
  - (2) One Poster for Display Case (\$25.00 per poster)

[With the conclusion of the consideration of the Sunset Theatre rule changes, Council Member Burks rejoined the other members of the governing board to consider the remaining agenda items.]

**4. Rodney Trogdon, Randolph County Coordinator for Project Safe Neighborhoods, will make a presentation on this nationwide initiative.**

Retired Probation Officer Rodney Trogdon, who is the Project Safe Neighborhoods coordinator for Randolph County, discussed with the Council this nationwide initiative to bring together federal, state, and local law enforcement officials, prosecutors, and community leaders to identify the most pressing violent crime problems in the community and develop comprehensive solutions to address these problems. Project Safe Neighborhoods is focused deterrence policing.

The basic idea is to try a new strategy to address violent crimes. The Asheboro Police Department is actively participating in this initiative to identify and then hold the identified offenders accountable for their actions/offenses. One part of this accountability involves focused interaction with offenders in order to communicate clear incentives for compliance as well as consequences for criminal activity.

No action was requested of the Council at this time, and none was taken.

**5. Public comment period. [Listed as Agenda Item No. 8]**

Without objection, Mayor Smith moved meeting agenda item 8 (public comment period) to the spot on the agenda immediately preceding the budget hearing.

One individual, Mr. Rashidi Everette, asked to be recognized during the public comment period. When recognized, Mr. Everette discussed the upcoming Juneteenth Celebration in Asheboro.

No action was taken by the Council during the public comment period. With no other speakers wishing to be recognized, Mayor Smith moved to the next agenda item.

**6. Public hearing on the proposed budget for fiscal year 2019-2020. [Listed as Agenda Item No. 5]**

Mayor Smith opened the public hearing on the city's proposed budget for fiscal year 2019-2020 and asked Finance Director Deborah Reaves to provide a budget presentation. In turn, Ms. Reaves used a slide show to discuss the proposed budget.

Ms. Reaves discussed the initial presentation of the proposed budget to the Council during a special meeting on May 20, 2019. Notice of this submittal as well as the public hearing date and time were published in *The Courier-Tribune* on May 21, 2019. In addition to posting the budget on the city website, the budget has been on file and available for public inspection in the City Clerk's office since the date on which the notice of the budget submittal was published.

The proposed fiscal year 2019-2020 budget is balanced at \$46,462,433.00. The city manager, who serves as the budget officer, has recommended that the property tax rate remain at \$0.665 cents per \$100.00 value. Likewise, no change is recommended in the charges that support water and sewer fund.

During her presentation, the finance director highlighted certain expenses including, but not limited to:

- 2.5% COLA for employees and increases for years of service
- Increases related to Council of Government pay studies
- Developmental pay increases
- Funding for new positions (4 Police Officers and 5 Fire Fighters) to be hired in the fourth quarter and 1 Fire Inspector
- \$680,000 for debt service
- \$249,000 for IT upgrades including computer and server replacements, network and firewall upgrades, and police and fire mobile data terminal replacements
- \$132,000 for Community Development activities including partnership with Habitat for Humanity and downtown redevelopment plan funding
- \$120,000 for Planning and Zoning Department professional services including continued website development, engineering services for Industrial Park Avenue sidewalk, consulting on the development of the downtown historic district update, and consulting on development of downtown historic district
- \$50,000 for code enforcement activities
- \$10,000 for The Family Crisis Center to support abused women and children
- \$20,000 for continued and ongoing phased remodel of City Hall
- \$326,000 for replacement of 12 police department vehicles and \$146,000 for small equipment/safety equipment for vehicles and officer use
- \$6,700 for Street Scout Speed Trailer and \$14,000 for an evidence storage lift at the police department
- \$75,000 for remodel and building maintenance at the Police Department
- \$21,000 for building maintenance at the Fire Department
- \$188,000 for fire fighter safety equipment and gear
- \$1,400,000 for Fire Department ladder truck
- \$20,000 for sign/banner making equipment in Operations Department
- \$441,000 for Street Department equipment (leaf truck, tandem dump truck, and 2-ton dump truck)
- \$41,000 for a new truck and survey equipment for Engineering Department
- \$50,000 for Engineering Department professional services for McCrary Ballpark
- \$21,000 for E-Vision Digital Projector for the Sunset Theatre
- \$259,000 for programs for Recreation/Arts & Cultural Services Division for activities in the community including sports, Sunset Theatre programming, Senior Adults Center, Concerts in the Park, Arts Guild, Boys & Girls Club, etc.
- \$45,000 in professional services to upgrade the Recreation Master Plan
- \$411,000 in maintenance and repair for the remodel of the McCrary Gymnasium
- \$133,000 for Asheboro/Randolph Public Library
- \$95,000 in Facilities Maintenance Department for service truck replacements and one greens blower
- \$50,000 for professional services associated with proposed new Airport Terminal Building and \$30,000 for fuel truck lease

The annual budget adoption meeting is scheduled for June 24, 2019, at 7:00 p.m. in the council chamber located in Asheboro City Hall at 146 North Church Street, Asheboro, North Carolina 27203.

When Ms. Reaves concluded her presentation, Mayor Smith asked if anyone would like to offer any comments on the city's proposed budget. No one from the public wished to speak during the public hearing, and no written comments were submitted.

No action was requested of the Council in connection with this agenda item, and none was taken.

**7. Public hearing on the proposed appropriations during the upcoming fiscal year for economic development purposes unrelated to real property or business location incentives. [Listed as Agenda Item No. 6]**

Mayor Smith opened the public hearing on the appropriations proposed as part of the city's fiscal year 2019-2020 budget for economic development purposes unrelated to real property or business location incentives. Notice of this public hearing was published in *The Courier-Tribune* on May 21, 2019.

At Mayor Smith's request, Finance Director Deborah Reaves delivered a presentation that included a slide show to describe these specific types of economic development expenditures that are proposed for fiscal year 2019-2020.

\$50,000.00 is proposed as an appropriation for the Randolph County Economic Development Corporation (the "RCEDC"). The city partners with the RCEDC to obtain services such as new industrial/manufacturing company recruitment and site selection services, existing industry/manufacturing technical assistance, training assistance, installment financing assistance, state economic development incentives information and assistance, and international trade services and information.

Additionally, \$25,000.00 is proposed as an appropriation for the Asheboro/Randolph Chamber of Commerce. The city partners with the Chamber of Commerce to obtain services such as small business assistance/resources and advocacy, retail business development, community events and promotion, local youth and adult leadership training, and downtown/center city development and support.

As noted above, the annual budget adoption meeting, which will include consideration of and final action on these economic development appropriations, is scheduled for June 24, 2019, at 7:00 p.m. in the council chamber located in Asheboro City Hall at 146 North Church Street, Asheboro, North Carolina 27203.

When Ms. Reaves concluded her presentation, Mayor Smith asked if anyone would like to offer any comments on these economic development appropriations proposed for fiscal year 2019-2020. No one from the public wished to speak during the public hearing, and no written comments were submitted.

No action was requested of the Council in connection with this agenda item, and none was taken.

**8. Consent Agenda [Listed as Agenda Item No. 7]:**

Upon motion by Council Member Bell, and a second by Council Member Carter, the Council voted unanimously to approve/adopt the following consent agenda items. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted aye.

**(a) The meeting minutes for the Council's regular meeting on May 9, 2019.**

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

- (b) **The meeting minutes for the Council's special meeting on May 20, 2019.**

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

- (c) **Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for April 1, 2019.**

The minutes of the meeting held by the Asheboro ABC Board on April 1, 2019, have been received by the city clerk, distributed to Mayor Smith and the Council Members for review, and have been filed in the city clerk's office.

- (d) **Acknowledgement of the receipt, on May 16, 2019, of an amended annual budget for the Asheboro ABC Board for fiscal year 2018-2019.**

An amended Asheboro ABC Board budget for fiscal year 2018-2019 was received by the city clerk from the Asheboro ABC Board's general manager on May 16, 2019, distributed to Mayor Smith and the Council Members for review, and has been placed on file in the city clerk's office.

- (e) **Acknowledgement of the receipt, on May 20, 2019, of the budget message and proposed budget for the Asheboro ABC Board for fiscal year 2019-2020.**

The budget message from the Asheboro ABC Board's general manager/budget officer and the proposed Asheboro ABC Board budget for fiscal year 2019-2020 were received by the city clerk on May 20, 2019, distributed to Mayor Smith and the Council Members for review, and have been placed on file in the city clerk's office.

- (f) **A resolution awarding to Bennie S. Davis, upon his retirement from the Asheboro Police Department, his service side arm.**

**RESOLUTION NUMBER 20 RES 6-19**

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

**A RESOLUTION AWARDING TO BENNIE S. DAVIS  
HIS SERVICE SIDE ARM UPON RETIREMENT FROM THE  
ASHEBORO POLICE DEPARTMENT**

**WHEREAS**, after rendering honorable and valuable service to the City of Asheboro and its citizens throughout the course of his Asheboro Police Department career that dates back to January 1995, Master Police Sergeant Bennie S. Davis will begin his retirement from employment with the city effective July 1, 2019; and

**WHEREAS**, pursuant to and in accordance with Section 20-187.2 of the North Carolina General Statutes, the Asheboro City Council wishes to recognize and honor Sergeant Davis for his dedicated service to the city by awarding to him, at a minimal monetary cost, the service side arm that he carried at the time of his retirement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro that, effective July 1, 2019, in consideration of the combination of his dedicated service to the City of Asheboro and the payment to the city of \$1.00, Bennie S. Davis is to be awarded ownership of his city-issued service side arm (a Glock 23, Generation 4 with serial

no. SFS 956 and three magazines) upon a determination by the chief of police that Mr. Davis is eligible under the applicable federal and state laws to receive, own, or possess a firearm.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 6<sup>th</sup> day of June, 2019.

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

ATTEST:

/s/ Tammy M. Williams  
Tammy M. Williams, Deputy City Clerk

- (g) **A resolution adopting the 2019 Local Government Agencies General Records Retention and Disposition Schedule.**

**RESOLUTION NUMBER 21 RES 6-19**

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

**A RESOLUTION ADOPTING THE 2019 LOCAL GOVERNMENT AGENCIES  
GENERAL RECORDS RETENTION AND  
DISPOSITION SCHEDULE**

**WHEREAS**, in accordance with Chapters 121 and 132 of the General Statutes of North Carolina, records compiled by the City of Asheboro may only be destroyed with the consent of the North Carolina Department of Natural and Cultural Resources; and

**WHEREAS**, the Government Records Section of the Division of Archives and Records within the North Carolina Department of Natural and Cultural Resources promulgates records retention schedules that establish minimum retention periods for the categories of records listed in the schedules; and

**WHEREAS**, these retention schedules are the primary means by which the Department of Natural and Cultural Resources gives its consent for the destruction of records; and

**WHEREAS**, in March 2019, the Division of Archives and Records released a new retention schedule known as the *2019 Local Government Agencies General Records Retention and Disposition Schedule* (the "General Schedule"); and

**WHEREAS**, the General Schedule, which is hereby incorporated into this Resolution by reference as if copied fully herein, is applicable to the City of Asheboro; and

**WHEREAS**, a printed copy of the General Schedule is available in the city clerk's office for inspection and copying, and an electronic file with the General Schedule has been made available to the mayor and council members for review; and

**WHEREAS**, a signature page indicating approval by the city's governing board of the General Schedule has been attached to this Resolution as EXHIBIT 1 and is hereby incorporated into this Resolution by reference as if copied fully herein.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro that the General Schedule is hereby approved; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Asheboro that Mayor Smith is authorized and directed to execute on behalf of the municipal corporation the General Schedule signature page attached to this Resolution as EXHIBIT 1; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Asheboro that the city clerk is authorized and directed to transmit the approved General Schedule, specifically including without limitation the executed signature page identified as EXHIBIT 1, to the appropriate officials/employees within the North Carolina Department of Natural and Cultural Resources.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 6<sup>th</sup> day of June, 2019.

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

ATTEST:

/s/ Tammy M. Williams  
Tammy M. Williams, Deputy City Clerk

[The above-referenced EXHIBIT 1 is on file and available for inspection along with the General Schedule in the city clerk's office.]

- (h) An engineering services agreement with Hiram J. Marziano, PE for the City of Asheboro Sanitary Sewer Lift Station No. 3 Improvements Project.**

A copy of the approved engineering services agreement with Hiram J. Marziano, PE is on file in the city clerk's office and in the office of the water resources director.

- (i) The scheduling and advertisement for July 11, 2019, of a combined hearing on an application to both rezone property on the north side of Vision Drive and along Nottingham Street (South of 1595 Nottingham Street) from R15, RA6, and CU-I3 to CU-I2 zoning and to obtain a conditional use permit authorizing an industrial development with multiple uses and/or structures and also authorizing a special intensity watershed allocation allowing an increase in the amount of impervious coverage up to 70%. The property is more specifically identified by Randolph County Parcel Identification Numbers 7752655565, 7752547146, and 7752640158.**

The combined hearing concerning the application for the above-described land use approvals will be advertised in accordance with the applicable statutes/ordinances and then heard by the Council during its regular meeting on July 11, 2019.

**9. Land use cases filed with the community development division:**

- (a) Case No. RZ-19-07: A legislative hearing on an application to rezone property at 2473 United States Highway 64 East from B2 General Commercial to I1 Light Industrial. [This case was originally erroneously listed on the meeting agenda as Case No. RZ-19-08.]**

Mayor Smith opened the public hearing, which was legislative in nature, on the application filed by H.R. Gallimore (the "Applicant") to rezone approximately 2.75 acres of land located at 2473 United States Highway 64 East. The request is to rezone this land from B2 General Commercial to I1 Light Industrial.

The parcel of land for which the I1 Light Industrial zoning has been requested (the "Zoning Lot") is more specifically identified by Randolph County Parcel Identification Number 7771263341. The Zoning Lot is owned by H. R. Gallimore, Jr. and wife, Vickie H. Gallimore.

Community Development Director Trevor Nuttall presented the city planning staff's analysis of the application and certified that the legal notices required as part of this rezoning process have been provided. During his presentation, Mr. Nuttall used a slide show to summarize the planning staff's analysis of the rezoning application.

The Applicant was not in attendance because of a scheduling conflict, but a letter with his views/comments in support of the requested rezoning was submitted for consideration. A copy of this letter is on file in the city clerk's office.

The staff's review of the application and the Zoning Lot noted the following:

1. The Zoning Lot is outside of the city limits but within the City's extraterritorial planning jurisdiction.
2. United States Highway 64 East is a state-maintained boulevard (a type of major thoroughfare). East Presnell Street is a state-maintained minor thoroughfare.
3. The Zoning Lot is approximately  $\frac{1}{4}$  mile west of the interchange of United States Highway 64 East and the United States Highway 64 East Bypass. The United States Highway 64 Bypass is currently estimated to be completed in May 2020.
4. The requested I1 district is described by the zoning ordinance as a district "to produce areas for manufacturing, processing and assembly uses, commercial uses, distribution and servicing enterprises, controlled by performance standards to limit the effect of such uses on uses within the district and on adjacent districts." Approval of the application would allow any I1 use permitted by right.
5. There is currently a single-family dwelling on the Zoning Lot. The I1 district generally does not allow residential uses aside from caretaker dwellings, although legal non-conforming uses may continue subject to zoning ordinance requirements.
6. The LDP proposed land use map designates the Zoning Lot as an employment center. The land development plan describes the intent of an employment center as follows: "to integrate a mixture of commercial, office and institutional, industrial, and open space uses into the fabric of the community, with ample sidewalks, street trees, on-street parking, public amenities, and open space."
7. The LDP Growth Strategy Map designates the Zoning Lot as an "economic development area," described as "areas with prime access to a major thoroughfare and/or highway interchange, with high potential for economic development expansion. Suitable economic development sites within EDAs should be given a high level of encouragement and incentives as provided by policy 1.2.3."
8. Along with other zoning requirements (including but not limited to paving of required parking, landscaping, etc.), new commercial construction requiring a building permit and located on a street with curb and gutter generally requires the owner or developer to install a sidewalk along the property's public street frontage.

The Planning Board recommended approval of the request to place the Zoning Lot in the I1 Light Industrial zoning district. This recommendation was based on the Planning Board's concurrence with the following analysis from the Community

Development Division staff that evaluated the consistency of the requested zoning with the adopted comprehensive plans as well as the reasonableness of the request and whether or not the requested zoning is in the public best interest:

The request is consistent with the Land Development Plan map's designation of the property as part of an "employment center" and if approved would allow industrial uses and some commercial uses.

I1 zoning is also supported by the Growth Strategy map's inclusion of the property within an "economic development area" as it encourages development of the property for non-residential uses near major highways.

The East Small Area plan states that the Employment Center designation is focused around the intersection of US Hwy. 64 East and East Presnell Street. This property is at a pivotal point with access to both. The property also abuts other commercial and industrial land uses. While there are residential uses adjoining the property, either a major or minor thoroughfare separates the property from these uses.

Considering these factors, staff believes the proposed zoning map amendment is reasonable and in the public interest.

Mr. Clyde Phillips, who is the owner of the adjoining land upon which the James River Equipment dealership is located, addressed the Council in support of the rezoning application. No one spoke in opposition to the application.

When it became clear that no other individuals wished to address the Council about this application, Mayor Smith transitioned to the deliberative phase of the case.

The Council concurred with the staff and planning board analysis of the general consistency of the rezoning application with the land development plan. Council Member Bell moved, and Council Member Burks seconded the motion, to adopt a consistency statement and to approve the requested rezoning with the following multi-part motion:

1. The LDP proposed land use map designates the Zoning Lot as part of an "employment center." Consistent with this designation, the requested zoning district would allow industrial uses and some commercial uses.

The request for I1 zoning is also supported by the LDP Growth Strategy Map's inclusion of the Zoning Lot within an "economic development area" that encourages the development of property for non-residential uses near major highways. Furthermore, the East Small Area plan states that the employment center designation is focused around the intersection of United States Highway 64 East and East Presnell Street. The Zoning Lot is at a pivotal point with access to both highways/streets.

The Zoning Lot abuts other commercial and industrial land uses. While there are residential uses adjoining the Zoning Lot, either a major or minor thoroughfare separates the property from these uses.

Considering these factors, the Council has concluded that this application for a zoning map amendment is generally consistent with the Land Development Plan, is generally in the public interest, and supports a reasonable use of the property.

2. In light of the above-stated analysis, the requested zoning map amendment to place the Zoning Lot in an I1 Light Industrial zoning district is approved as consistent with the adopted plan.

Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes. Consequently, the motion was adopted unanimously.

- (b) Case No. RZ-19-08: A legislative hearing on an application to rezone property at 2382 United States Highway 64 East from R40 Low-Density Residential to B2 General Commercial. [This case was originally erroneously listed on the meeting agenda as Case No. RZ-19-09.]**

Mayor Smith opened the public hearing, which was legislative in nature, on the application filed by Larry C. Trogdon and Linda H. Trogdon, by and through their agent, H.R. Gallimore, (the “Applicant”) to rezone approximately 3.34 acres of land located at 2382 United States Highway 64 East. The request is to rezone this land from R40 Low-Density Residential to B2 General Commercial.

The parcels of land for which the B2 General Commercial zoning has been requested (collectively, the “Zoning Lot”) are more specifically identified by Randolph County Parcel Identification Numbers 7771159252 and 7771241808. The Zoning Lot is owned by Larry C. Trogdon and Linda H. Trogdon.

Community Development Director Trevor Nuttall presented the city planning staff’s analysis of the application and certified that the legal notices required as part of this rezoning process have been provided. During his presentation, Mr. Nuttall used a slide show to summarize the planning staff’s analysis of the rezoning application.

The Applicant’s agent, H.R. Gallimore, was not in attendance because of a scheduling conflict, but a letter with his views/comments in support of the requested rezoning was submitted for consideration. A copy of this letter is on file in the city clerk’s office.

The staff’s review of the application and the Zoning Lot noted the following:

1. The Zoning Lot is outside of the city limits but within the City’s extraterritorial planning jurisdiction.
2. United States Highway 64 East is a state-maintained major thoroughfare.
3. The Zoning Lot is approximately a ½ mile west of the interchange of United States Highway 64 East and the United States Highway 64 East Bypass. The United States Highway 64 Bypass is currently estimated to be completed in May 2020.
4. The requested B2 district is described by the zoning ordinance as “intended to serve the convenience goods, shoppers goods retail and service needs of the motoring public, both local and transient. This district should always be located with access directly to minor thoroughfares or higher classification streets, but never local residential streets.” The Applicant’s request would allow any B2 use permitted by right.
5. There is currently a single-family dwelling on the Zoning Lot. The B2 district generally does not allow residential uses aside from caretaker dwellings, although legal non-conforming uses may continue subject to zoning ordinance requirements.
6. The LDP proposed land use map designates the Zoning Lot as an employment center. The land development plan describes the intent of an employment center as follows: “to integrate a mixture of commercial, office and institutional, industrial, and open space uses into the fabric of the community, with ample sidewalks, street trees, on-street parking, public amenities, and open space.”
7. The LDP Growth Strategy Map designates the Zoning Lot as an “economic development area,” described as “areas with prime access to a major

thoroughfare and/or highway interchange, with high potential for economic development expansion. Suitable economic development sites within EDAs should be given a high level of encouragement and incentives as provided by policy 1.2.3.”

8. Along with other zoning requirements (including but not limited to paving of required parking, landscaping, etc.), new commercial construction requiring a building permit and located on a street with curb and gutter generally requires the owner or developer to install a sidewalk along the property’s public street frontage.

The Planning Board recommended approval of the request to place the Zoning Lot in the B2 General Commercial zoning district. This recommendation was based on the Planning Board’s concurrence with the following analysis from the Community Development Division staff that evaluated the consistency of the requested zoning with the adopted comprehensive plans as well as the reasonableness of the request and whether or not the requested zoning is in the public best interest:

The request is consistent with the Land Development Plan map’s designation of the property as an “employment center,” which emphasizes a mixture of non-residential uses, including commercial uses allowed in the B2 General Commercial district.

The East Small Area plan further recognizes the expansion of commercial uses on US 64 East, which has been occurring for several decades. The Small Area Plan also highlights the need for neighborhood scale commercial uses, which become possible if the property is zoned B2, due to the wide range of commercial uses permitted in the B2 district.

Also, the designation of the property on the growth strategy map as part of an “economic development area” supports the B2 rezoning by allowing a commercial component to an area of US Hwy. 64 East that has a mixture of commercial and industrial land uses.

Although ideally a transitional land use separates a heavier commercial and lighter residential use, requirements for buffers or screening between these uses and the presence of other commercial and industrial uses in the area help mitigate compatibility concerns.

Considering these factors, staff believes the proposed zoning map amendment is reasonable and in the public interest.

No one spoke in opposition to the application. When it became clear that no one other than the community development director wished to address the Council about this application, Mayor Smith transitioned to the deliberative phase of the case.

The Council concurred with the staff and planning board analysis of the general consistency of the rezoning application with the land development plan. Council Member Bell moved, and Council Member Burks seconded the motion, to adopt a consistency statement and to approve the requested rezoning with the following multi-part motion:

1. The requested zoning map amendment is consistent with the LDP proposed land use map designation of the Zoning Lot as an “employment center.” This designation emphasizes a mixture of non-residential uses, including the commercial uses allowed in the B2 General Commercial district.

Furthermore, the East Small Area Plan recognizes the expansion of commercial uses on United States Highway 64 East over the course of several decades. Additionally, the Small Area Plan highlights the need for

neighborhood scale commercial uses that will become possible with B2 zoning and the wide range of commercial uses permitted in the B2 district.

Support for the requested zoning map amendment is also found in the designation of the Zoning Lot on the growth strategy map as part of an “economic development area.” This designation supports the B2 rezoning by allowing a commercial component to an area of United States Highway 64 East that has a mixture of commercial and industrial land uses.

Ideally, a transitional land use separates a heavier commercial and lighter residential use. However, requirements for buffers or screening between these uses and the presence of other commercial and industrial uses in the area help mitigate compatibility concerns.

Considering these factors, the Council has concluded that this application for a zoning map amendment is generally consistent with the Land Development Plan, is generally in the public interest, and supports a reasonable use of the Zoning Lot.

2. In light of the above-stated analysis, the requested zoning map amendment to place the Zoning Lot in a B2 General Commercial zoning district is approved as consistent with the adopted plan.

Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. There were no dissenting votes. Consequently, the motion was adopted unanimously.

**10. City Engineer Michael Leonard, PE updated the Council on the status of the required permitting for the Zoo City Sportsplex.**

Mr. Leonard provided the Council with a status report concerning the on-going permitting process for the Zoo City Sportsplex. The engineering plans have been updated to limit the impact of the project on a stream within the proposed sportsplex.

The newest design plans, which include the use of a retaining wall, have been submitted to the Army Corp of Engineers for review and approval. No action was requested of the Council, and none was taken on this agenda item.

**11. Mayor Smith led a discussion of upcoming events.**

Mayor Smith and the Council Members engaged in a brief discussion of upcoming events occurring within the city government and the community in general. No action was taken by the Council during this portion of the meeting.

**12. Adjournment.**

There being no further business, the meeting was adjourned at 8:29 p.m.

/s/Tammy M. Williams  
Tammy M. Williams, Deputy City Clerk

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