

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, MAY 4, 2023
7:00 P.M.**

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)
Kelly L. Heath)
William N. McCaskill) – Council Members Present
Walker B. Moffitt)
Jane H. Redding)
Charles A. Swiers)

Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
John L. Evans, Asst. Community Development Director
Jason A. Hanson, Police Major
Michael L. Leonard, PE, City Engineer
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Jonathan M. Sermon, Recreation Services Director
Jeffrey C. Sugg, City Attorney

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. Public Comment Period

Mayor Smith opened the floor for public comments.

Mr. James Armstrong expressed his concerns for the increase in the homeless population within Asheboro.

Mr. Alan Maldonado presented general concerns regarding certain city-owned facilities and city programs.

Former Mayor David Jarrell expressed his gratitude for the groundbreaking ceremony and program pertaining to the David and Pauline Jarrell Center City Garden that was initiated by city staff on Saturday, April 29, 2023.

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

4. Old Business – Legislative Hearing (Case No. RZ-23-03):

An application to rezone property located on US Highway 64 East, between 2307 US Highway 64 East and 2333 US Highway 64 East (Randolph County Parcel Identification Number 7771152373) from R40 Low-Density Residential to B2 General Commercial.

Mayor Smith recognized Community Development Director Trevor Nuttall in order to receive an overview of the zoning map amendment application received from Phillip M. Ragsdale. This legislative hearing was continued from April 6, 2023 regular council meeting. This application, which was assigned file number RZ-23-03, sought to rezone the applicant’s approximately 1.41 acres of land from R40 Low-Density Residential to B2 General Commercial.

The applicant’s land for which the above-stated zoning has been requested is identified by Randolph County Parcel Identification Number 7771152373 and will be referred to as the Zoning Lot. This lot is located between 2307 and 2333 US Highway 64 East.

The community development director utilized a slide show presentation in conjunction with the comments. The planning staff analysis noted the points of information listed below.

1. The Zoning Lot is located outside the city limits but in the city’s zoning jurisdiction. Public water is available to the Zoning Lot. Public sewer is approximately 4,300 feet west of the Zoning Lot.
2. US Highway 64 East is classified as a state-maintained boulevard, which is considered a category of major thoroughfare. The intersection with the US 64 Bypass is approximately ½ mile to the east.
3. The zoning ordinance describes the requested B2 General Zoning district 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.”
4. The request is for a general zoning district. No specific use or site plan is reviewed with this application. If the request is approved, all uses permitted by-right in the B2 district will be allowed.
5. The Land Development Plan Proposed Land use map designates the property as an employment center. The LDP states the intent of this designation is “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.”
6. This property is designated as part of an “Economic Development area by the growth strategy map.” It also states that “areas with prime access to a major thoroughfare and/or highway interchange, with high potential for economic development expansion, but in need of public infrastructure investment.”
7. 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 construct a sidewalk along the property’s public street frontage.

Mr. Nuttall noted that, when evaluating a rezoning application, careful consideration must be given to each goal and policy as outlined in the Land Development Plan.

Proposed Land Use Map Designation: Employment Center

Small Area Plan: East

LDP Goals/Policies Supporting the Request: Economic Development

Checklist Item 1: Complies with LDP Proposed land use map

- Checklist Item 3:** The property on which the rezoning district is proposed fits the description of the Zoning Ordinance. (*Article 200, Section 210, Schedule of Statements of Intent*)
- Checklist Item 5:** Complies with Growth Strategy Map
- Checklist Item 7:** The proposed rezoning is compatible with the applicable Small Area Plan
- Checklist Items 12-13:** 12.) Property is located outside of the watershed area, Special Hazard Flood Area.

LDP Goals/Policies Which Do Not Support the Request

- Checklist Item 14:** Rezoning is located on steep slopes of greater than 20%. (*towards rear /interior of property*)
- 2.1.5:** The city will ensure development regulations provide appropriate transitional land uses, such as office and institutional, between high-intensity industrial/commercial and low-intensity residential uses.

The City of Asheboro Planning Board considered the rezoning application and recommended placement of the Zoning Lot into the requested B2 General Commercial zoning district. In making this recommendation, the planning board concurred with the planning staff's analysis of the consistency of the proposed development with the adopted comprehensive plans as well as the reasonableness of the proposal. The planning staff's analysis is summarized in the following indented paragraphs.

Approval of this request would continue the US 64 corridor's transition from rural residential land uses to future non-residential development as envisioned by the Land Development Plan. The area continues to be prepped for development that would align with the plan's Employment Center and Economic Development recommendations, a trend that has been occurring for more than 20 years and is reinforced by the area's proximity to the US 64 bypass interchange. The East Small Area plan further supports expansion of commercial uses within the highway corridor.

While there still are residentially zoned properties and uses interspersed in the vicinity, the area of commercial and industrial zoning continues to expand. The dwelling to the east and the home across the highway to the south are both considered legal non-conforming uses as a result of prior rezoning requests by property owners.

One factor limiting economic development within the area in the short-term is the lack of public sewer. The city continues to evaluate options that may be available to bring city-maintained sewer to the area but there is no active utility extension project that has begun at this time.

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

In response to Mayor Smith inviting public participation in the legislative hearing, Mr. H.R. Gallimore presented comments in support of the rezoning application. No other comments were offered from the public, and Mayor Smith transitioned to the deliberative phase of the process.

After engaging in deliberations about the zoning map amendment application, Council Member Bell moved, and Council Member Burks seconded the motion,

to adopt the plan consistency statement printed below and to approve the requested rezoning with the following multi-part motion.

1. Approval of this request would continue the US 64 corridor's transition from rural residential land uses to future non-residential development as envisioned by the Land Development Plan. The area continues to be prepped for development that would align with the plan's Employment Center and Economic Development recommendations, a trend that has been occurring for more than 20 years and is reinforced by the area's proximity to the US 64 bypass interchange. The East Small Area plan further supports expansion of commercial uses within the highway corridor.

While there still are residentially zoned properties and uses interspersed in the vicinity, the area of commercial and industrial zoning continues to expand. The dwelling to the east and the home across the highway to the south are both considered legal non-conforming uses as a result of prior rezoning requests by property owners.

One factor limiting economic development within the area in the short-term is the lack of public sewer. The city continues to evaluate options that may be available to bring city-maintained sewer to the area but there is no active utility extension project that has begun at this time.

2. The zoning map amendment application seeking to place the Zoning Lot into a B2 General Commercial zoning district as shown on the site plan reviewed by the city council is hereby approved.

Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

5. Consent Agenda

Council Member Burks moved, and Council Member Swiers seconded the motion, to approve/adopt the following consent agenda items. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

(a) Asheboro ABC Board Minutes for March 6, 2023

The council acknowledged the receipt of the Asheboro ABC Board's approved meeting minutes for March 6, 2023. This document has been filed in the city clerk's office and distributed to the city's elected officials.

(b) A Resolution Awarding Retiring Police Master Sergeant Charles R. Burrow, Jr. his Service Side Arm

RESOLUTION NUMBER 12 RES 5-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION AWARDING TO CHARLES R. BURROW, JR. 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, which initially began on May 1, 1994, Police Master Sergeant Charles R. Burrow, Jr. will begin his retirement from employment with the city on June 1, 2023; 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 Burrow 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 June 1, 2023, in consideration of the combination of his dedicated service to the City of Asheboro and the payment to the city of \$1.00, Charles R. Burrow, Jr. is to be awarded ownership of his city-issued service side arm (a Glock model 45 9mm with serial no. BLKC052 and three magazines) upon a determination by the police department command staff that Mr. Burrow 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 May 4, 2023.

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

ATTEST:

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

(c) Acknowledgement of the Receipt of a Report Detailing Major Subdivisions Administratively Approved Since April 6, 2023

No major subdivisions have been administratively approved during the relevant time period.

(d) Budget Amendments for General Fund and Zoo City Sportsplex

29 ORD 5-23

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2022-2023**

WHEREAS, the City of Asheboro wishes to allocate funding for the contract with Field Turf USA for the construction / installation of the turf fields on Fields 2, 3 and 4 at the Zoo City Sportsplex in the amount of \$1,503,860.

WHEREAS, the City of Asheboro has a contract with Bliss Products for installation of the playground at Zoo City Sportsplex.

WHEREAS, the cost to complete the installation has changed from the original estimate due to the need to add additional stone to raise the base up to the proper elevation.

WHEREAS, the City of Asheboro wishes to appropriate funding for this additional cost in the amount of \$29,950.

WHEREAS, the City of Asheboro has a contact with Hicks Landscaping for grading at the ZCSP volleyball courts.

WHEREAS, additional grading was needed increasing the cost of the project by \$2,500.

WHEREAS, the City of Asheboro wishes to install trail bridges made out of fiber reinforced plastic for pedestrian and light vehicle traffic at the Zoo City Sportsplex.

WHEREAS, the estimated cost for the bridge materials that will be assembled by City forces on site is \$40,480.

WHEREAS, the City of Asheboro wishes to allocate additional funding for soil testing at Zoo City Sportsplex in the amount of an estimated cost of \$67,000.

WHEREAS, the General Fund needs to be amended to appropriate funding for all of the above referenced costs.

WHEREAS, funding for this will come as an appropriation of General Fund balance.

WHEREAS, the City Council of the City of Asheboro desires to be in compliance with all generally accepted accounting principles to incorporate new expenditures outline above, and

THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina that following revenue and expense line items are changed as follows:

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-000-399.0000	Fund Balance Appropriation	\$1,643,790

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-620-574.7400	Contribution to Zoo City Sportsplex Fund	\$1,643,790

Adopted this 4th day of May 2023.

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

ATTEST:

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

30 ORD 5-23

**ORDINANCE TO AMEND
THE ZOO CITY SPORTSPLEX FUND
FY 2022-2023**

WHEREAS, the City of Asheboro wishes to allocate funding in the amount of \$1,503,860 coming from the General Operating fund for Field Turf USA’s installation of turf on Fields 2, 3 and 4.

WHEREAS, the City of Asheboro wishes to allocate funding in the amount of \$29,950 for additional costs with Bliss Products resulting from additional stone needed to raise and level the base of the playground.

WHEREAS, the City of Asheboro wishes to allocate funding in the amount of \$2,500 for additional grading by Hicks Landscaping at the Beach Volleyball courts.

WHEREAS, the City of Asheboro wishes to allocate funding in the amount of \$40,480 for fiber reinforced plastic bridges for pedestrians and light vehicle traffic at the Zoo City Sportsplex.

WHEREAS, the City of Asheboro wishes to allocate funding in the amount of \$67,000 for soil testing at the Zoo City Sportsplex.

WHEREAS, the City of Asheboro wishes to reclassify budget for field turf installation at Fields 5-8 at Zoo City Sportsplex from the Construction expense line item to Field Turf expense budget line item.

WHEREAS, the Zoo City Sportsplex fund needs to be amended to recognize and appropriate revenue and expenses relating to this work.

WHEREAS, the City Council of the City of Asheboro desires to be in compliance with all generally accepted accounting principles to incorporate new expenditures outline above, and

THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina that following revenue and expense line items are changed as follows:

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
74-000-370.0000-74	Contribution from General Fund	\$1,643,790

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase / decrease</u>
74-000-400.9001-74	Construction	(3,897,217)
74-000-400.9004-74	Field Turf	3,897,217
74-000-400.9004-74	Field Turf	1,503,860
74-000-400.9006-74	Playground	29,950
74-000-400.9007-74	Beach Volleyball	2,500
74-000-400.9010-74	Bridges	40,480
74-000-400-9000-74	Professional Services	67,000

Adopted this 4th day of May 2023.

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

ATTEST:

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

- (e) **Scheduling and Advertising Legislative Hearings for June 8, 2023**
- (i) **Amendments of Chapter 5 (Use Regulations) and Chapter 10 (Watershed Protection Regulations) in the Asheboro Zoning Ordinance in Order to Allow Certain Residential Developments to be Eligible for a Special Intensity Allocation within Watershed Balance Areas**
- (ii) **Subject to the Approval of a Pending Annexation Petition, an Application to Establish City Zoning [R15 (CZ) Low-Density Single-Family Residential Conditional Zoning] on Properties Located at the Intersection of Old Cox Road and Old Humble Mill Road, and on the West Side of Old Cox Road, (Randolph County Parcel Identification Numbers 7679024396, 7669905560, and 7679008885) in order to Allow a Residential Planned Unit Development with Commercial Uses Authorized**
- (iii) **Request to Rezone Property Located South of 1195 Pineview Road (Randolph County Parcel Identification Number 7753354982) from B2 (CZ) General Commercial Conditional**

Zoning to R10 (CZ) Medium-Density Conditional Zoning and Grant a Special Intensity Allocation within the Back Creek Watershed Area for a Residential Planned Unit Development

- (iv) **Request to Rezone Property Located at 379-1 and 379-2 South Cox Street from OA6 (Office-Apartment) to OA6 (CZ) Office-Apartment Conditional Zoning for a Congregate Living Facility**

6. An Ordinance Amending the Recreation Services Policy Manual to Allow Zoo City Social District Regulations to Apply to Designated Events at the Sunset Theatre

Prior to the voting and discussion of the aforementioned agenda item, Council Member Burks expressed his concern for a possible conflict of interest and asked to be excused from any discussion and voting. Council Member Bell moved, and Council Member Heath seconded the motion to excuse Council Member Burks from discussion and voting on the aforementioned agenda item. Council Members Bell, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

Recreation Services Director Jonathan Sermon presented and recommended adoption, by reference, of an ordinance amending the Recreation Services Policy Manual.

Council Member Bell moved, and Council Member Heath seconded the motion to adopt/approve the following ordinance by reference. Council Members Bell, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

ORDINANCE NUMBER 31 ORD 5-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE AMENDING ARTICLE XIV AND ARTICLE XVIII 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 Article XVIII contains miscellaneous provisions applicable to the cultural and recreation services system; and

WHEREAS, in order to modify certain provisions in the Manual and thereby allow, with certain limitations, the participation of the Sunset Theatre facility in the Zoo City Social District established by Section 118.05 of the Code of Asheboro; and

WHEREAS, the recommended amendments are specified in the attached exhibits (EXHIBIT 1 and EXHIBIT 2), which are hereby incorporated into this Ordinance by reference as if copied fully herein; and

WHEREAS, the Asheboro City Council has concluded that it is advisable to move forward with the recommended amendments.

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.

Section 2. Article XVIII of the City of Asheboro Cultural and Recreation Services Policy Manual is hereby rewritten to provide as specified in EXHIBIT 2.

Section 3. All articles, sections, and provisions of the Manual that are not explicitly modified by the contents of EXHIBIT 1 and EXHIBIT 2 shall continue in full force and effect without alteration.

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

Section 5. This Ordinance shall be in full force and effect upon and after May 5, 2023.

The Asheboro City Council approved this Ordinance in open session during a regular meeting held on the 4th day of May, 2023.

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

ATTEST:

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

ARTICLE XIV. SUNSET THEATRE

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 cardiopulmonary 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 an 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 conduct concessions operations and is responsible for obtaining all merchandise, concessions, and supplies, including food, candy, drinks, cups, napkins, condiments, popcorn supplies, bags, ice, etc. needed for the concessions operations. Chewing gum is not allowed for sale. If the renter utilizes city-owned equipment to conduct concessions operations, the equipment must be used in strict compliance with any and all operational guidelines issued by the Department for the use of such equipment.
- (J) If permission is granted by the Department for the renter to hold a catered event (food beyond normal concession products), the food must be served and consumed in areas designated by the Department.
- (K) The renter is responsible for providing the following at the renter's own expense:
 - (1) If the Facility's sound system is needed for an event, a responsible adult must be designated to operate the sound system.
 - (2) If the Facility's light system is needed for an event, a responsible adult must be designated to operate the light system.
 - (3) If needed, ushers for the event.
 - (4) If needed, ticket sellers /takers for the event.
 - (5) As needed, a money box and petty cash.

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

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

- (A) Unless authorization for the sale, possession, and consumption of unfortified wine and/or malt beverages is explicitly noted by the Director on the approved rental form, alcoholic beverages are prohibited in the Facility. When authorization for the sale, possession, and consumption of unfortified wine and/or malt beverages within the Facility is granted, such an authorization is subject to the following rules and regulations:
 - (1) Unfortified wines and/or malt beverages are the only types of alcoholic beverages that may be sold, possessed, and consumed in the Facility. All other types of alcoholic beverages are prohibited.
 - (2) The sale of wine and/or malt beverages within the Facility can occur under the following conditions:
 - (a) The renter responsible for the sale of wine and/or malt beverages must be a nonprofit organization that has obtained a Special One-Time permit from the North Carolina Alcoholic Beverage Control Commission. No other type of renter is eligible to hold an event that includes the sale of wine and/or malt beverages in the Facility.
 - (b) The approved Special One-Time permit from the North Carolina Alcoholic Beverage Control Commission shall also function as the sale plan referenced by Section 130.03(E)(3) in the Code of 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 employees will not conduct any concession operations. If available at the time of an event, City-owned concession equipment may be rented in accordance with the applicable regulations specified herein, including an additional fee.
 - (f) Strict compliance with all applicable laws and rules, specifically including without limitation all statutes, ordinances, and regulations pertaining to alcoholic beverage control, is required.
- (B) Smoking and tobacco products are prohibited in the Facility.
- (C) Fee related regulations:
 - (1) The security deposit listed in the Fee Schedule for this type of event must be paid at the time the rental agreement is submitted for approval. The fee shall be submitted in the manner prescribed by the Department.
 - (2) Violation of the rental agreement will result in the forfeiture of the security deposit to the City.
 - (3) If the rental fee listed in the Fee Schedule is not paid at least 48 hours before the start of an event, the event will be cancelled. If advance tickets have been sold for a canceled event, the renter is responsible for either reimbursing ticket holders or honoring at a future event sponsored by the same renter the advance tickets that have already been sold. The renter is responsible for advertising the cancellation.
 - (4) Failure to pay the rental fee will result in the denial of access to the Facility.
 - (5) Unless specific provisions to the contrary are noted in the approved rental agreement, the latest closing time is Midnight. If an event exceeds the approved rental period, the security deposit shall be forfeited to the City.
- (D) Insurance and hold harmless provisions:
 - (1) The renter shall pay for and maintain, at all times during the nonprofit organization's use of the Facility, comprehensive and general liability insurance coverage with primary limits of liability of no less than \$1,000,000 per occurrence for bodily injury and property damage. Furthermore, the renter shall furnish to the City a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be in the Department's possession no later than 48 hours prior to the scheduled event. Failure to provide the required proof of insurance will result in the cancellation of the event.
 - (2) The renter must agree to forever hold harmless and to fully indemnify the City and its personnel, agents, officials, and city council, in both their official and individual capacities, from any and all judgments, liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any person or entity by reason of any negligent or willful act or omission by the renter or its officers, employees, agents, or contractors in connection with the renter's use of the Facility.
- (E) The assignment of a rental agreement pertaining to the Facility, or the assignment of any right found within a Facility rental agreement, is strictly prohibited. Furthermore, the subletting of the Facility is strictly prohibited.

(F) Facility operational issues:

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

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

associated with intellectual property licensing rights), and other charges arising out of or connected with the renter's use of the Facility. Furthermore, the renter shall, and does agree by executing the rental agreement, to save and hold the City harmless from any and all obligations with respect to such taxes, permits, fees, and other charges.

- (I) If permission is granted by the Department for the renter to hold a catered event (food beyond normal concession products), the food must be served and consumed in areas approved by the Department during the rental agreement review and approval process.
- (J) The renter is responsible for providing the following at the renter's own expense:
 - (1) If the Facility's sound system is needed for an event, a responsible adult must be designated to operate the sound system.
 - (2) If the Facility's light system is needed for an event, a responsible adult must be designated to operate the light system.
 - (3) If needed, ushers for the event.
 - (4) If needed, ticket sellers /takers for the event.
 - (5) As needed, a money box and petty cash.
- (K) Fire extinguishers and exits:
 - (1) All persons/groups acting for or on behalf of a renter are responsible for knowing the location of all fire extinguishers and exits. A location map will be provided by the Department.
 - (2) Prior to each event or each performance, an individual acting on behalf of the renter must make an announcement stating the location of restrooms and emergency exits.
- (L) The City reserves the right to cancel any event, at any time, on the basis of rental agreement violations.
- (M) For the listed fees, the following items/services are available:
 - (1) Ticket Design Service (\$75.00 for up to 390, tickets printed on one side)
 - (2) One Poster for Display Case (\$25.00 per poster)
 - (3) Concession Equipment, e.g., the Popcorn Machine (\$25.00 per day of usage; provided, however, if the drink cooler is the only piece of equipment used, no fee will be charged.)

SECTION 14.4

FACILITY RENTALS AND THE ZOO CITY SOCIAL DISTRICT

The Facility regulated by Article XIV of the Manual is located within the Zoo City Social District. Notwithstanding any other provision in the Manual, specifically including without limitation the above-stated restrictions limiting the types of alcoholic beverages possessed and consumed in the Facility, individuals can possess and consume alcoholic beverages within the confines of the Facility regulated by Article XIV so long as such possession and consumption of alcoholic beverages is conducted (a) in strict compliance with the social district ordinance found in Section 118.05 of the Code of Asheboro and (b) compliance is maintained with the following supplemental regulations for the Facility as a city-owned and operated venue:

- (1) Authorization for the possession and consumption of alcoholic beverages in the Facility on the basis of and in compliance with Section 118.05 of the Code of Asheboro must be requested from the Department on the prescribed Facility rental application:

- (2) Approval of a request to integrate the social district regulations with an event held in the Facility must be obtained in writing from the Recreation Services Director or the Recreation Services Director's designee in advance of the scheduled event. The required approval will be noted on the approved rental form. Any signage and/or operational mandates imposed by the City in connection with the possession and consumption of alcoholic beverages during an event held in the Facility will be specified in a possession and consumption management plan attached to the approved rental agreement; and
- (3) In addition to complying with the approved possession 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.

EXHIBIT 2

ARTICLE XVIII. MISCELLANEOUS PROVISIONS

SECTION 18.1 RETURNED CHECKS

When a check for payment of deposits, fees, and/or charges owed to the Cultural and Recreation Services Departments are returned for insufficient funds or other reasons, there will be a charge of \$25.00 added to the amount due.

SECTION 18.2 SCHEDULE OF DEPOSITS, FEES, AND CHARGES

The amount of a deposit, fee, or any other type of charge to be collected by the Cultural and Recreation Services Departments shall be set in accordance with this manual and/or the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments. This schedule shall be approved by the Asheboro City Council and maintained in the offices of the City Clerk and the Recreation Services Superintendent. In the event of a conflict between the provisions of this manual and the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments, the provisions of the City of Asheboro Cultural and Recreation Services Policy Manual shall control and be determinative of the monetary sum to be collected in good funds by the Cultural and Recreation Services Departments.

SECTION 18.3 COORDINATED SAFETY MEASURES IN THE CITY'S CULTURAL AND RECREATIONAL FACILITIES

As part of its efforts to support a high quality of life for the citizens of Asheboro, the city strives to provide cultural and recreational opportunities through programming and facilities that are open and inviting to everyone. If prompt action is not taken when a crime is committed within or on the premises of a city cultural or recreational facility, individuals and their families can develop safety and security concerns that prevent the beneficial use of the services offered by the city.

The creation of such fear and trepidation about the use of city cultural or recreational facilities creates an impediment to the use of these services and facilities as real as any physical barrier. The following safety measures are designed to remove, in a measured and balanced manner, any such barriers to the full use of the city's cultural and recreational programming:

- (A) *Violations of the criminal law are prohibited.* A violation of the criminal law, whether the crime is labeled a felony or misdemeanor, within the city's cultural or recreational facilities undermines the sense of safety and well-being that is needed to create a positive and supportive environment that is welcoming to everyone. A violator of the criminal law is subject to the suspension of his or her privilege to use the cultural or

recreational facility where the offense occurred. When a sworn law enforcement officer develops probable cause to believe that an individual has committed a crime, whether a felonious or misdemeanor offense, on or within the premises of a city cultural or recreational facility and the individual is in fact arrested, such an offender shall be banned from the facility/premises where the offense occurred in accordance with the banning procedures provided herein.

- (B) *Banning procedures.* The city manager, recreation services director, and chief of police, and their designees, are authorized to ban individuals from specific city cultural or recreational facilities/premises when, and only when, a sworn law enforcement officer has developed probable cause to believe that the individual to be banned from the facilities/premises has committed a criminal offense in or on the facilities/premises in question and has in fact been arrested.
- (1) The ban will commence upon the violator's receipt of the city's standardized banning notice, which is also referred to as a No Entry Order/No Trespass Notice.
 - (2) The ban will only be applicable to the facilities or premises where the criminal offense(s) that caused the issuance of the ban notice(s) occurred. The banned individual will be able to use other city cultural or recreational facilities/premises in accordance with the terms of usage in place for all citizens.
 - (3) The duration of the ban indicated on the banning notice will be one of the following three periods of time: 90 days, 180 days, or 365 days.
 - (a) The city official who completes the banning notice will indicate on the form that the duration of the ban is 90 days if the banned individual is not currently subject to an active No Entry Order/No Trespass Notice.
 - (b) If the banned individual is subsequently arrested for a criminal offense at a city cultural or recreational facility/premises before the expiration of the initial 90-day ban period, a new No Entry Order/No Trespass Notice will be issued for the facilities/premises where the new offense occurred along with, if different from the location of the new offense, the facilities/premises previously listed in the active No Entry Order/No Trespass Notice. The duration of the new No Entry Order/No Trespass Notice for the listed location(s) will be 180 days.
 - (c) If another arrest for a criminal offense at a city cultural or recreational facility/premises is made before the 180-day ban period is completed, a new No Entry Order/No Trespass Notice will be issued to indicate that the duration of the ban is 365 days for all of the listed city cultural or recreational facilities/premises where the banned individual has been arrested. The maximum duration of any single ban notice is 365 days. Each subsequent arrest for a crime committed by the banned individual at a city cultural or recreational facility/premises while such an individual is subject to an active 365-day banning notice will result in the issuance of a new No Entry Order/No Trespass Notice banning the individual for another 365 days from the listed cultural and recreational facilities where he or she has been arrested.
 - (d) Regardless of the number of No Entry Orders/No Trespass Notices previously issued to an individual, the duration of a ban starts at 90 days if there are no active banning notices associated with an individual at the time of his or her arrest.
- (C) *Enforcement of banning notices.* An individual who is banned from specified cultural or recreational facilities/premises for a stated period of time by means of the issuance of a No Entry Order/No Trespass Notice will be prosecuted to the fullest extent of the law for criminal trespass if such an individual enters into or onto the

facilities/premises from which he or she has been banned prior to the expiration of the No Entry Order/No Trespass Notice.

- (D) *Appeals.* Any individual who receives a No Entry Order/No Trespass Notice may request a review of such action by filing a written notice of appeal with the city's recreation services director. The following procedures will be followed in connection with such appeals:
- (1) An appeal must be made in writing and filed within 10 business days of the date of the No Entry Order/No Trespass Notice. The written appeal must be filed with the Office of the City of Asheboro Recreation Services Director at 241 Sunset Avenue, Asheboro, North Carolina 27203.
 - (2) Notice of the appeal must be filed on a form provided by the recreation services director's office. On this form, the appellant must state with particularity the grounds for the appeal, reasons for removing the ban, and an explanation of how the appellant will avoid future criminal actions at the city's cultural or recreational facilities/premises.
 - (3) The notice of appeal will be processed by the recreation services director, but the appeal will be decided by the city manager.
 - (4) Once the notice of appeal is properly filed with the recreation services director, an appeal hearing will be scheduled and conducted by the city manager as soon as is practicable. Written notice of the date, time, and location of such a hearing will be mailed to the address listed by the appellant on the notice of appeal.
 - (5) After conducting the hearing and considering the available evidence, the city manager may reverse, modify, or affirm the action taken to ban the appellant from city cultural or recreational facilities/premises. The city manager's decision is final, and there shall be no appeal from the decision of the city manager to the city council.
 - (6) The city manager shall render a decision within 5 business days of the conclusion of the hearing. The decision shall be mailed to the appellant at the address listed by the appellant in the notice of appeal.
 - (7) An appeal of a ban to the city manager stays all proceedings and actions by city officials, specifically including the filing of any trespass charges, in furtherance of the No Entry Order/No Trespass Notice. Such a stay shall be effective from the time the written notice of appeal is formally accepted by personnel within the recreation services director's office until three business days after the city manager's written decision is placed in the custody of the United States Postal Service for delivery to the appellant.
 - (8) The only exceptions to this right of appeal to the city manager are attempts to appeal an action taken by sworn law enforcement officers in compliance with a court order or to appeal an action that is pending in the criminal courts. Any appeal pertaining to a criminal case or an order from a judicial official must be addressed in accordance with laws and rules applicable to the court with jurisdiction to consider the matter for which judicial review is sought.
 - (9) A decision rendered by the city manager applies only to the specific No Entry Order/No Trespass Notice from which an appeal was taken.
 - (10) *Non-exclusivity.* Nothing in this section shall limit the use by the city or any other governmental entity of any or all applicable criminal sanctions and/or civil remedies for violations of the rules applicable to a facility or for violations of federal, state, or local laws and regulations.

SECTION 18.4 ZOO CITY SOCIAL DISTRICT

Certain facilities administered by the cultural and recreation services departments are either in or contiguous to the Zoo City Social District. The city does not hold an ABC permit that would authorize the sale by the city of an alcoholic beverage for consumption in the social district. With the exception of Bicentennial Park and the Sunset Theatre, no alcoholic beverages may be brought into facilities administered by the cultural and recreation services departments. The controlling regulations within this Manual for the consumption and possession of alcoholic beverages in the Bicentennial Park facility are found in Article XII of the Manual, and the controlling regulations for the consumption and possession of alcoholic beverages in the Sunset Theatre facility are found in Article XIV of the Manual.

7. Presentation of a Zoo City Sportsplex Logo

YMCA Executive Director Patrick O'Hara presented a Zoo City Sportsplex Logo for the soccer games and other events that will be held at the Zoo City Sportsplex.

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

8. Community Development Items

(a) A Resolution Approving, for Purposes of Satisfying Internal Revenue Code Section 147(f), the Issuance of Multifamily Housing Revenue Bonds by the Asheboro Housing Authority

Community Development Director Trevor Nuttall presented and recommended the adoption by reference of the aforementioned resolution. Council Member Bell moved, and Council Member Burks seconded the motion to approve/adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

13 RES 5-23

**RESOLUTION APPROVING THE ISSUANCE OF UP TO
\$10,790,000 MULTIFAMILY HOUSING REVENUE
BONDS TO PROVIDE FINANCING FOR ASHEBORO
SUMMIT APARTMENTS TO SATISFY SECTION 147(f)
OF THE INTERNAL REVENUE CODE**

WHEREAS, the City Council (the "City Council") of the City of Asheboro, North Carolina (the "City") met in Asheboro, North Carolina at 7:00 p.m. on the 4th day of May, 2023; and

WHEREAS, the Asheboro Housing Authority (the "Issuer") has tentatively agreed to issue its multifamily housing revenue bonds in an amount not to exceed \$10,790,000 (the "Bonds"), for the purpose of financing the acquisition, rehabilitation and equipping by Asheboro Summit, LP, a North Carolina limited partnership, or an affiliated or related entity (the "Borrower"), of a qualified residential rental project for seniors known as Asheboro Summit Apartments (the "Development"); and

WHEREAS, the Development consists of approximately 101 units located at 156 East Academy Street, Asheboro, North Carolina; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that any bonds issued by the Issuer for the Development may only be issued following a public hearing with respect to such bonds and after approval of the plan of financing by the City Council of the City; and

WHEREAS, on April 19, 2023, the Issuer held a public hearing with respect to the issuance of the Bonds to finance, in part, the Development (as evidenced by the Certificate

and Summary of Public Hearing attached hereto) and has requested the City to approve the issuance of the Bonds as required by the Code; and

WHEREAS, the City has determined that approval of the issuance of the Bonds is solely to satisfy the requirement of Section 147(f) of the Code and shall in no event constitute an endorsement of the Bonds or the Development or the creditworthiness of the Borrower, nor shall such approval in any event be construed to obligate the City for the payment of the principal of or premium or interest on the Bonds or for the performance of any pledge, mortgage or obligation or agreement of any kind whatsoever which may be undertaken by the Issuer, or to constitute the Bonds or any of the agreements or obligations of the Issuer an indebtedness of the City, within the meaning of any constitutional or statutory provision whatsoever;

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

1. The proposed issuance by the Asheboro Housing Authority of its multifamily housing revenue bonds in an amount not to exceed \$10,790,000 to finance, in part, the costs of the acquisition, rehabilitation and equipping of the Development described above by the Borrower is hereby approved for purposes of Section 147(f) of the Code.
2. This resolution shall take effect immediately.

* * * * *

CERTIFICATION

I, Holly Doerr, City Clerk of the City of Asheboro, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the City Council for the City of Asheboro, North Carolina, at a regular meeting duly called and held on May 4, 2023 as it relates in any way to the resolution hereinabove set forth, and that such proceedings are recorded in the minutes of the City Council.

WITNESS my hand and the seal of the City of Asheboro, North Carolina, this the 4th day of May, 2023.

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

City of Asheboro, North Carolina (SEAL)

(b) Report on the Proposed David and Pauline Jarrell Center City Garden

Mr. Nuttall reported that Summey Engineering Associates, PLLC evaluated the existing structure located at 205 South Cox Street. The members of the Asheboro Redevelopment Commission hope that the structure could be used for restrooms and other facilities to serve the David and Pauline Jarrell Center City Garden. According to the engineering report, extensive modifications would need to be made in order for the facility to meet commercial code standards. A master plan for the Center City Garden will be presented at the council's regular June meeting.

During his presentation, Mr. Nuttall also reported that the groundbreaking for the Center City Garden took place on April 29, 2023, and it was successful with approximately 60 attendees attending.

A copy of the visual presentation utilized by Mr. Nuttall is on file in the city clerk's office.

(c) City of Asheboro Planning Board Annual Report

Mr. Nuttall reported that as of May 1, 2023, the Asheboro Planning Board has reviewed a total of 16 cases. These cases consisted of four (4) major subdivisions, one (1) quasi-judicial subdivision variance, five (5) conditional rezoning requests, three (3)

genera district rezoning requests, two (2) zoning ordinance text amendments, and one (1) subdivision ordinance amendment.

The board's only expenditure during the current fiscal year was related to the members' stipends, which was increased from \$100 per month to \$150 per month.

Mr. Mike O'Kelley, Chairperson for the Asheboro Planning Board was available for questions. A copy of the written annual report is on file in the city clerk's office.

9. Asheboro Regional Airport Authority Annual Report

City Engineer Michael Leonard, PE presented the Asheboro Regional Airport Authority Annual Report. During his presentation, Mr. Leonard reported on the authority's activities during the 2022-2023 fiscal year. The board's activities included, but are not limited to, reviewing and discussing quarterly safety committee reports and reviewing and discussing the status of FBO operations, aircraft maintenance, and hangar rentals.

A copy of the written annual report is on file in the city clerk's office.

10. An Annexation Petition Requesting the Satellite Annexation of Three Parcels of Land Located at the Intersection of Old Cox Road and Old Humble Mill Road

(a) Resolution Directing the City Clerk to Investigate the Annexation Petition

Mr. Leonard provided an overview of the annexation petition submitted by the owners of the Barbara P. Marsh property described in Deed Book 2663, Page 1409 of the Randolph County Registry.

After reviewing the information provided by city staff, Council Member Heath moved, and Council Member Swiers seconded the motion, to approve/adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 14 RES 5-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION DIRECTING THE CITY CLERK TO
INVESTIGATE AN ANNEXATION PETITION SUBMITTED BY
THE OWNERS OF THE BARBARA PUGH MARSH PROPERTY DESCRIBED IN
DEED BOOK 2663, PAGE 1409, RANDOLPH COUNTY REGISTRY**

WHEREAS, Mary Ella Beeson Pugh, Susan P. Hash and T.R. Hash, Jr., Barbara P. Marsh and Christopher Marsh, and Joyce P. Morgan (collectively, the "Petitioners") have submitted a petition requesting the annexation into Asheboro of three parcels of land (Randolph County Parcel Identification Numbers 7679024396, 7669905560, and 7679008885) they own at the intersection of Old Cox Road and Old Humble Mill Road; and

WHEREAS, the Petitioners' land at Old Cox Road and Old Humble Mill Road is not contiguous to Asheboro's primary city limits; and

WHEREAS, Section 160A-58.2 of the North Carolina General Statutes provides that the sufficiency of such a petition shall be investigated by the city clerk before further annexation proceedings take place; and

WHEREAS, 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 that the city clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify to the council the results of her investigation.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on May 4, 2023.

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

ATTEST:

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

In anticipation of the council's above-stated action, the city clerk conducted an investigation of the annexation petition in advance of the council meeting and prepared the following certificate for the council's review.

CERTIFICATE OF SUFFICIENCY

**(Annexation Petition Requesting the Annexation of the Barbara Pugh Marsh
Property Described in Deed Book 2663,
Page 1409, Randolph County Registry)**

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

I, Holly H. Doerr, am the City Clerk for the City of Asheboro. I hereby certify that, with the assistance of staff members in various city departments, I have investigated the annexation petition submitted by Mary Ella Beeson Pugh, Susan P. Hash and T.R. Hash, Jr., Barbara P. Marsh and Christopher Marsh, and Joyce P. Morgan (collectively, the "Petitioners"). I further certify that the following paragraphs accurately state the information obtained during the course of my investigation of the annexation petition.

The Petitioners have requested the annexation into Asheboro of three parcels of land (Randolph County Parcel Identification Numbers 7679024396, 7669905560, and 7679008885) owned by the Petitioners at the intersection of Old Cox Road and Old Humble Mill Road (this land will be hereinafter referred to as the "Annexation Area"). This Annexation Area is not contiguous to the primary corporate limits of the City of Asheboro.

On the basis of my investigation, I have concluded that all of the owners of the real property lying in the Annexation Area have signed the prescribed petition. The petition appears to be sufficient to satisfy the provisions of Section 160A-58.1 of the North Carolina General Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Asheboro in order to make this certification effective as of May 4, 2023.

(CITY SEAL)

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

(b) Resolution Setting the Date for a Public Hearing

In light of the preceding council action and the submittal of the certification from the office of the city clerk, Mr. Leonard then recommended adoption of a resolution setting the date for a public hearing on the question of the requested annexation. Council Member Bell moved, and Council Member Heath seconded the motion, to approve/adopt the following resolution by reference. Council Members Bell, Burks,

Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 15 RES 5-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING
ON THE QUESTION OF ANNEXING THE BARBARA PUGH MARSH PROPERTY
DESCRIBED IN DEED BOOK 2663, PAGE 1409, RANDOLPH COUNTY REGISTRY**

WHEREAS, Mary Ella Beeson Pugh, Susan P. Hash and T.R. Hash, Jr., Barbara P. Marsh and Christopher Marsh, and Joyce P. Morgan (collectively, the “Petitioners”) have submitted a petition requesting the annexation into Asheboro of three parcels of land (Randolph County Parcel Identification Numbers 7679024396, 7669905560, and 7679008885) they own at the intersection of Old Cox Road and Old Humble Mill Road; and

WHEREAS, the Petitioners’ above-identified parcels of land are not contiguous to the primary corporate limits of the City of Asheboro; and

WHEREAS, pursuant to a previously adopted resolution, the city clerk has investigated the sufficiency of the annexation petition; and

WHEREAS, the city clerk has certified the sufficiency of the petition for proceeding with setting the date for a public hearing on the question of the requested annexation in accordance with Section 160A-58.2 of the North Carolina General Statutes.

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

Section 1. A public hearing on the question of annexing the non-contiguous territory described herein will be held in the council chamber on the second floor of Asheboro City Hall at 146 North Church Street, Asheboro, North Carolina 27203 during a regular meeting of the Asheboro City Council that will begin at 7:00 p.m. on June 8, 2023.

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

Grant Township, Randolph County, North Carolina:

BEGINNING on the proposed Asheboro satellite city limits line at a 5/8-inch existing iron rod that is up 4 inches and is located by means of the North Carolina Coordinate System at the coordinates of North 688,493.43 ground US survey feet and East 1,769,896.39 ground US survey feet (NAD 83 (2011), this beginning point is at the southeastern most corner of the area for which satellite annexation into the City of Asheboro has been requested by means of an annexation petition (the area for which annexation has been requested will be hereinafter referred to as the “Annexation Area”) that was executed by all of the owners of the Barbara Pugh Marsh property described in the Office of the Register of Deeds for Randolph County, North Carolina (the “Randolph County Registry”) in Deed Book 2663, Page 1409 and further identified as Tracts 1, 2, and 3 on a plat of survey recorded in Plat Book 71, Page 46, Randolph County Registry; thence, from the described beginning point, proceeding the next two bearings and distances along the southern boundary line of the Annexation Area: South 77 degrees 24 minutes 04 seconds West 1050.53 feet to an existing nail down 4-inches with flagging; thence South 77 degrees 24 minutes 04 seconds West 18.35 feet to a computed point/point not set; thence departing from the southern boundary line of the Annexation Area in order to follow the proposed satellite Asheboro city limits line along the western boundary line of the Annexation Area by running with the shared property line between the Barbara Pugh Marsh property and the Lester Wayne Young and Vickie J. Young property described in Deed Book 2066, Page 78, Randolph County Registry (this shared property line follows the center line of Richland Creek) the following three bearings and distances: North 07 degrees 49 minutes 49 seconds East 109.45 feet to a computed point/point not set; thence North 48 degrees 31 minutes 40 seconds West 55.34 feet to a computed point/point not set; thence North 21 degrees 40 minutes 00 seconds West 63.27 feet to a computed point/point not set; thence continuing to

follow the proposed satellite Asheboro city limits line by running along the Bonnie Lee Perry property described in Deed Book 2724, Page 1865, Randolph County registry the next five bearings and distances: North 03 degrees 24 minutes 59 seconds West 36.08 feet to a computed point/point not set; thence North 54 degrees 07 minutes 27 seconds West 59.49 feet to a computed point/point not set; thence North 05 degrees 06 minutes 31 seconds West 62.63 feet to a computed point/point not set; thence North 27 degrees 58 minutes 42 seconds West 45.23 feet to a computed point/point not set; thence North 18 degrees 41 minutes 34 seconds East 55.47 feet to a computed point/point not set; thence North 03 degrees 45 minutes 01 second West 181.22 feet along the Walter Timothy Ward property described in Deed Book 2819, Page 197, Randolph County Registry to a computed point/point not set; thence continuing to follow the proposed satellite Asheboro city limits line along the western boundary of the Annexation Area by running with the Derek Douglas McKee and Gina Allen McKee property described in Deed Book 2773, Page 434, Randolph County Registry and further identified in Plat Book 171, Page 77, Randolph County Registry the next twelve bearings and distances North 18 degrees 13 minutes 23 seconds West 119.77 feet to a computed point/point not set; thence North 13 degrees 01 minute 23 seconds West 92.52 feet to a computed point/point not set; thence North 49 degrees 18 minutes 10 seconds West 80.26 feet to a computed point/point not set; thence North 16 degrees 42 minutes 16 seconds West 57.78 feet to a computed point/point not set; thence North 14 degrees 12 minutes 46 seconds East 101.81 feet to a computed point/point not set; thence North 46 degrees 56 minutes 47 seconds West 70.61 feet to a computed point/point not set; thence L16 (to be verified by the surveyor) to a computed point/point not set at the intersection of the creek and a ditch; thence following the ditch the next five bearings and distances to a Walnut tree on the west bank of the creek : L17 (to be verified by the surveyor) to a computed point/point not set; thence North 82 degrees 16 minutes 48 seconds West 67.05 feet to a computed point/point not set; thence L19 (to be verified by the surveyor) to a computed point/point not set; thence North 62 degrees 50 minutes 00 seconds West 101.09 feet to a computed point/point not set; thence North 79 degrees 12 minutes 07 seconds West 104.02 feet to a Walnut tree on the west bank of the creek; thence the next four bearings and distances along the Robert John Haas property described in Deed Book 1825, Page 2089, Randolph County Registry: North 23 degrees 01 minute 24 seconds East 25.00 feet to a 5/8-inch new iron rod; thence North 23 degrees 01 minute 24 seconds East 750.48 feet to an existing stone that is up 6 inches; thence North 52 degrees 53 minutes 36 seconds West 242.63 feet to a 5/8 - inch new iron rod set flush with the ground; thence North 52 degrees 53 minutes 36 seconds West 36.38 feet to a computed point/point not set; thence the next two bearings and distances along the Thomas W. Mayer and Teresa L. Mayer property described in Deed Book 2536, Page 794, Randolph County Registry and identified as Lot 11 in Plat Book 48, Page 63, Randolph County Registry: North 03 degrees 58 minutes 51 seconds West 30.65 feet to a computed point/point not set; thence North 40 degrees 14 minutes 18 seconds East 91.86 feet to a computed point/point not set; thence the next eleven bearings and distances along the Roberta Ann Gasper property described in Deed Book 2651, Page 253, Randolph County Registry and identified as Lot 10 in Plat Book 52, Page 97, Randolph County Registry: North 66 degrees 03 minutes 04 seconds East 98.85 feet to a computed point/point not set; thence South 60 degrees 00 minutes 41 seconds East 102.66 feet to a computed point/point not set; thence South 88 degrees 38 minutes 06 seconds East 74.06 feet to a computed point/point not set; thence South 60 degrees 04 minutes 51 seconds East 106.69 feet to a computed point/point not set; thence South 54 degrees 26 minutes 38 seconds East 90.95 feet to a computed point/point not set; thence South 44 degrees 57 minutes 51 seconds East 95.23 feet to a computed point/point not set; thence South 58 degrees 39 minutes 01 second East 70.25 feet to a computed point/point not set; thence North 75 degrees 20 minutes 56 seconds East 60.86 feet to a computed point/point not set; thence North 07 degrees 07 minutes 48 seconds East 85.03 feet to a computed point/point not set; thence North 10 degrees 00 minutes 33 seconds East 72.48 feet to a computed point/point not set; thence North 03 degrees 16 minutes 31 seconds East 121.75 feet to a computed point/point not set; thence the following nine bearings and distances along the Mark Dewayne Reed and Kathleen Ann Riley property described in Deed Book 1550, Page 388, Randolph County Registry and identified as Lot 9 in Plat Book 52, Page 97, Randolph County Registry: North 49 degrees 02 minutes 35 seconds East 53.86 feet to a computed point/point not set; thence North 06 degrees 18 minutes 58 seconds West 48.69 feet to a computed point/point not set; thence North 24 degrees 35 minutes 29 seconds West 26.77 feet to a computed point/point not set; thence South 76 degrees 01 minute 27 seconds West 29.18 feet to a computed point/point not set; thence L41 (to be verified by the surveyor) to a computed point/point not set; thence L42 (to be verified by the surveyor) to a computed point/point not set; thence North 07 degrees 37 minutes 29 seconds West 50.02 feet to a computed point/point not set; thence North 32 degrees 40 minutes 33 seconds West 60.02 feet to a computed

point/point not set; thence North 14 degrees 44 minutes 03 seconds West 66.87 feet to a computed point/point not set; thence North 09 degrees 20 minutes 53 seconds East 83.94 feet along the Traci Gilliam and Matt Gilliam property described in Deed Book 2680, Page 1461 Randolph County Registry and identified as Lot 8 in Plat Book 94, Page 35, Randolph County Registry to a computed point/point not set; thence the next ten bearings and distances along the Arturo Hernandez Flores property described in Deed Book 2777, Page 2663, Randolph County Registry and identified as Lot 9 in Plat Book 94, Page 35, Randolph County Registry: North 25 degrees 51 minutes 34 seconds East 60.30 feet to a computed point/point not set; thence North 84 degrees 25 minutes 34 seconds East 36.96 feet to a computed point/point not set; thence South 61 degrees 14 minutes 24 seconds East 79.35 feet to a computed point/point not set; thence South 80 degrees 38 minutes 01 second East 49.62 feet to a computed point/point not set; thence L51 (to be verified by the surveyor) to a computed point/point not set; thence L52 (to be verified by the surveyor) to a computed point/point not set; thence North 38 degrees 50 minutes 14 seconds West 46.59 feet to a computed point/point not set; thence North 26 degrees 27 minutes 15 seconds West 90.92 feet to a computed point/point not set; thence North 10 degrees 25 minutes 36 seconds West 75.94 feet to a computed point/point not set; thence North 27 degrees 16 minutes 32 seconds West 118.94 feet to a computed point/point not set; thence continuing to follow the proposed satellite Asheboro city limits line by running with the center line of Richland Creek the next eight bearings and distances along the Jennifer L. Auman property described in Deed Book 2007, Page 2027, Randolph County Registry and identified as Lot 21 in Plat Book 94, Page 36, Randolph County Registry: North 36 degrees 23 minutes 59 seconds West 143.31 feet to a computed point/point not set; thence North 04 degrees 29 minutes 51 seconds West 56.80 feet to a computed point/point not set; thence North 54 degrees 31 minutes 20 seconds West 49.75 feet to a computed point/point not set; thence South 74 degrees 27 minutes 48 seconds West 40.00 feet to a computed point/point not set; Line 61 (to be verified by the surveyor) to a computed point/point not set; thence North 20 degrees 21 minutes 11 seconds East 65.57 feet to a computed point/point not set; thence North 27 degrees 01 minute 14 seconds West 38.86 feet to a computed point/point not set; thence North 06 degrees 01 minute 27 seconds West 108.04 feet to a computed point/point not set at the northern boundary line of the Bryan T. Lones and Alicia M. Lones property described in Deed Book 2276, Page 854, Randolph County Registry and identified as New Lot 20 in Plat Book 129, Page 63, Randolph County Registry; thence the next eight bearings and distances along the Martin T. Mullings and Elizabeth A. Lindsey property described in Deed Book 2638, Page 1423, Randolph County Registry and further identified in Plat Book 129, Page 63, Randolph County Registry: North 02 degrees 59 minutes 12 seconds West 66.99 feet to a computed point/point not set; thence North 15 degrees 22 minutes 59 seconds West 65.00 feet to a computed point/point not set; thence North 27 degrees 12 minutes 14 seconds West 88.25 feet to a computed point/point not set; thence North 10 degrees 54 minutes 44 seconds West 39.42 feet to a computed point/point not set; thence North 02 degrees 23 minutes 57 seconds East 38.74 feet to a computed point/point not set; thence North 14 degrees 08 minutes 29 seconds West 85.10 feet to a computed point/point not set; thence North 37 degrees 20 minutes 49 seconds West 94.01 feet to a computed point/point not set; thence North 21 degrees 11 minutes 51 seconds West 55.05 feet to a computed point/point not set; thence the next five bearings and distances along the Nancy Lou G. Kiessler property described in Deed Book 1529, Page 379, Randolph County Registry and further identified as a portion of Lot 24 in Plat Book 29, Page 72 and all of Lot 11 in Plat Book 29, Page 71, Randolph County Registry: North 01 degree 00 minutes 38 seconds East 78.41 feet to a computed point/point not set; thence North 45 degrees 33 minutes 45 seconds East 44.52 feet to a computed point/point not set; thence North 77 degrees 27 minutes 48 seconds East 99.75 feet to a computed point/point not set; thence North 54 degrees 06 minutes 23 seconds East 70.04 feet to a computed point/point not set; thence North 62 degrees 07 minutes 17 seconds East 100.39 feet to a computed point/point not set; thence continuing along the Nancy Lou G. Kiessler property, inclusive of the Kiessler property described in Deed Book 1591, Page 664, Randolph County Registry and further identified as a portion of Lot 23 in Plat Book 29, Page 72, Randolph County Registry, the next two bearings and distances: North 43 degrees 28 minutes 00 seconds East 93.63 feet to a computed point/point not set; thence North 37 degrees 40 minutes 18 seconds East 79.85 feet to a computed point/point not set (this computed point is South 40 degrees 42 minutes 42 seconds East 8775.85 feet from a point that is in the western margin of the 60-foot public right-of-way for Zoo Parkway (North Carolina Highway 159) and is on the current primary Asheboro city limits line, this point on the existing primary Asheboro city limits line is located by means of the North Carolina Coordinate System at the coordinates of North 699,145.62 ground US survey feet and East 1,763,246.81 ground US survey feet (NAD 83 (2011)); thence continuing to follow the proposed satellite Asheboro city limits line by crossing the public right-of-way for

Old Cox Road (North Carolina Secondary Road 2834) North 36 degrees 26 minutes 28 seconds East 164.04 feet to a computed point/point not set in the eastern margin of the public right-of-way for Old Cox Road; thence along the proposed satellite Asheboro city limits line by following the northern boundary of the Annexation Area the next 43 bearings and distances along the Dennis McDonald Garner property described in the Office of the Randolph County Clerk of Superior Court in Estate File 93E-356 (this property line follows the center line of Richland Creek): North 35 degrees 16 minutes 14 seconds East 67.59 feet to a computed point/point not set; thence North 16 degrees 52 minutes 44 seconds West 111.96 feet to a computed point/point not set; thence North 13 degrees 41 minutes 33 seconds East 48.08 feet to a computed point/point not set; thence North 37 degrees 06 minutes 20 seconds East 60.07 feet to a computed point/point not set; thence North 42 degrees 58 minutes 39 seconds East 92.89 feet to a computed point/point not set; thence North 39 degrees 27 minutes 43 seconds East 97.58 feet to a computed point/point not set; thence North 36 degrees 07 minutes 10 seconds East 89.94 feet to a computed point/point not set; thence North 49 degrees 36 minutes 49 seconds East 90.09 feet to a computed point/point not set; thence North 58 degrees 33 minutes 24 seconds East 74.36 feet to a computed point/point not set; thence South 86 degrees 23 minutes 10 seconds East 63.49 feet to a computed point/point not set; thence South 67 degrees 37 minutes 58 seconds East 67.24 feet to a computed point/point not set; thence South 61 degrees 46 minutes 33 seconds East 57.53 feet to a computed point/point not set; thence South 78 degrees 43 minutes 12 seconds East 77.57 feet to a computed point/point not set; thence South 57 degrees 57 minutes 48 seconds East 56.59 feet to a computed point/point not set; thence South 33 degrees 08 minutes 59 seconds East 75.25 feet to a computed point/point not set; thence South 16 degrees 37 minutes 48 seconds East 50.02 feet to a computed point/point not set; thence South 12 degrees 55 minutes 22 seconds West 29.31 feet to a computed point/point not set; thence South 59 degrees 28 minutes 09 seconds East 24.21 feet to a computed point/point not set; thence North 66 degrees 09 minutes 14 seconds East 88.82 feet to a computed point/point not set; thence North 66 degrees 52 minutes 48 seconds East 76.55 feet to a computed point/point not set; thence South 81 degrees 20 minutes 29 seconds East 44.81 feet to a computed point/point not set; thence South 54 degrees 55 minutes 07 seconds East 109.35 feet to a computed point/point not set; thence South 65 degrees 34 minutes 19 seconds East 101.93 feet to a computed point/point not set; thence South 73 degrees 08 minutes 33 seconds East 126.79 feet to a computed point/point not set; thence South 68 degrees 30 minutes 57 seconds East 84.08 feet to a computed point/point not set; thence North 63 degrees 25 minutes 51 seconds East 58.29 feet to a computed point/point not set; thence North 50 degrees 53 minutes 42 seconds East 56.69 feet to a computed point/point not set; thence North 42 degrees 16 minutes 45 seconds East 77.95 feet to a computed point/point not set; thence North 56 degrees 43 minutes 00 seconds East 99.58 feet to a computed point/point not set; thence North 55 degrees 28 minutes 57 seconds East 56.58 feet to a computed point/point not set; thence North 88 degrees 52 minutes 20 seconds East 50.53 feet to a computed point/point not set; thence South 87 degrees 33 minutes 43 seconds East 83.12 feet to a computed point/point not set; thence North 20 degrees 42 minutes 15 seconds East 80.77 feet to a computed point/point not set; thence North 11 degrees 16 minutes 37 seconds East 83.05 feet to a computed point/point not set; thence North 13 degrees 49 minutes 43 seconds East 87.42 feet to a computed point/point not set; thence North 28 degrees 42 minutes 12 seconds East 128.28 feet to a computed point/point not set; thence North 26 degrees 03 minutes 04 seconds East 101.06 feet to a computed point/point not set; thence North 29 degrees 18 minutes 10 seconds East 84.75 feet to a computed point/point not set; thence North 33 degrees 22 minutes 17 seconds East 102.18 feet to a computed point/point not set; thence North 28 degrees 42 minutes 14 seconds East 81.94 feet to a computed point/point not set; thence North 18 degrees 11 minutes 06 seconds East 105.84 feet to a computed point/point not set; thence North 10 degrees 37 minutes 32 seconds East 148.56 feet to a computed point/point not set; thence North 24 degrees 45 minutes 29 seconds East 69.23 feet to a computed point/point not set; thence continuing to follow the proposed satellite Asheboro city limits line the next three bearings and distances along Parcel 3 of the Moffitts, Inc. property described in Deed Book 2761, Page 1406, Randolph County Registry: North 68 degrees 44 minutes 13 seconds East 105.01 feet to a computed point/point not set; thence North 88 degrees 26 minutes 06 seconds East 118.98 feet to a computed point/point not set; thence South 78 degrees 14 minutes 43 seconds East 124.62 feet to a computed point/point not set; thence continuing the next two bearings and distances along the City of Asheboro property described in Deed Book 1409, Page 1215, Randolph County Registry: South 73 degrees 25 minutes 05 seconds East 192.78 feet to a computed point/point not set; thence South 69 degrees 44 minutes 13 seconds East 98.69 feet to a computed point/point not set in the centerline of the creek; thence departing from the center line of the creek and the northern boundary of the Annexation Area by following the

proposed satellite Asheboro city limits line down the eastern boundary of the Annexation Area the next three bearings and distances along the Hallelujah Taro Fenburg et al. property described in Deed Book 1513, Page 556, Randolph County Registry: South 02 degrees 14 minutes 34 seconds East 45.55 feet to a 5/8-inch existing iron rod that is up 8-inches and is located by means of the North Carolina Coordinate System at the coordinates of North 693,899.59 ground US survey feet and East 1,771,808.79 ground US survey feet (NAD 83 (2011)); thence South 02 degrees 14 minutes 34 seconds East 1097.88 feet to a 5/8-inch existing iron rod that is up 8-inches with stones; thence South 36 degrees 45 minutes 31 seconds West 45.62 feet to a 5/8-inch existing iron rod that is up 4-inches; thence continuing to follow the proposed satellite Asheboro city limits line by running the next three bearings and distances along the Gordon Van Coburn and Patsy Coburn property described in Deed Book 2691, Page 1955, Randolph County Registry and further identified as Tract 1 in Plat Book 87, Page 16, Randolph County Registry: Line 130 (to be verified by the surveyor) to a 5/8-inch existing iron rod that is up 4-inches; thence South 40 degrees 14 minutes 59 seconds West 39.63 feet to a 5/8-inch existing iron rod that is up 4-inches; thence Line 132 (to be verified by the surveyor) to a 5/8-inch existing iron rod that is up 4-inches; thence the next seven bearings and distances along the property line, which follows an old road bed, for the Schwarz Properties, LLC property described as Parcel 8 in Deed Book 2729, Page 922, Randolph County Registry and further identified as Tract 1 in Plat Book 89, Page 27, Randolph County Registry: South 25 degrees 52 minutes 53 seconds West 18.95 feet to an existing nail that is up 4-inches; [Line 134 to be verified by surveyor.] thence South 06 degrees 52 minutes 39 seconds West 0.45 feet to a computed point/point not set; thence South 06 degrees 52 minutes 39 seconds West 139.83 feet to a 5/8-inch existing iron rod that is up 6-inches; thence South 10 degrees 41 minutes 20 seconds West 142.69 feet to a 5/8-inch existing iron rod that is up 6-inches; thence South 10 degrees 34 minutes 55 seconds West 84.00 feet to a 5/8-inch existing iron rod that is up 6-inches; thence South 14 degrees 22 minutes 42 seconds West 139.04 feet to a 5/8-inch existing iron rod that is up 6-inches; thence South 00 degrees 25 minutes 32 seconds East 82.25 feet to a 5/8-inch new iron rod that is flush with the ground in the northern margin of the public right-of-way for Old Humble Mill Road (North Carolina Secondary Road 2830); thence following the northern margin of the public right-of-way for Old Humble Mill Road in a southwesterly direction along the arc of a curve with a radius of 2059.31 feet and an arc length of 360.94 feet (delta angle 10 degrees 02 minutes 33 seconds) a chord bearing and distance of South 37 degrees 50 minutes 11 seconds West 360.48 feet to a computed point/point not set; thence departing from the northern margin of the public right-of-way for Old Humble Mill Road and proceeding South 57 degrees 16 minutes 35 seconds East 30.00 feet to a computed point/point not set; thence South 09 degrees 29 minutes 08 seconds West 72.70 feet to a 5/8-inch existing iron rod that is down 4-inches in the southern margin of the public right-of-way for Old Humble Mill Road; thence departing from the public right-of-way for Old Humble Mill Road and running the next two bearings and distances along the proposed satellite Asheboro city limits line beside the James T. Rich and Donna L. Rich property described in Deed Book 931, Page 303, Randolph County Registry: South 09 degrees 29 minutes 08 seconds West 259.51 feet to a 5/8-inch existing iron rod that is up 4-inches; thence South 21 degrees 45 minutes 51 seconds West 74.95 feet to a 5/8-inch existing iron rod that is up 6-inches; thence the next six bearings and distances along the Jessie Dwayne Deaton property described in Deed Book 1495, Page 1051, Randolph County Registry and further identified as Tracts 1 and 2 in Plat Book 26, Page 70, Randolph County Registry: South 00 degrees 10 minutes 22 seconds West 133.17 feet to a 5/8-inch existing iron rod that is up 8-inches; thence South 21 degrees 01 minute 15 seconds West 212.63 feet to a 5/8-inch existing iron rod that is up 6-inches; thence South 25 degrees 08 minutes 30 seconds West 112.31 feet to a 5/8-inch existing iron rod that is up 8-inches; thence South 45 degrees 07 minutes 31 seconds West 177.84 feet to a 5/8-inch existing iron rod that is up 6-inches with stones; thence South 39 degrees 26 minutes 36 seconds West 100.55 feet to a 5/8-inch existing iron rod that is up 6-inches with stones; thence South 43 degrees 00 minutes 04 seconds West 76.72 feet to a 1 and 1/4-inch existing iron pipe that is up 4-inches with a cap and stones; thence the next two bearings and distances along the Sammy Beane property described in Deed Book 1203, Page 1190, Randolph County Registry: South 45 degrees 55 minutes 58 seconds West 171.18 feet to a 5/8-inch existing iron rod that is up 10-inches; thence South 75 degrees 17 minutes 54 seconds West 177.97 feet to a 60d nail set at the base of a 5/8-inch existing iron rod that is down 2-inches; thence South 69 degrees 04 minutes 17 seconds West 312.58 feet along the Danny Ray Thomas property described in Deed Book 2672, Page 1229, Randolph County Registry to a 60d nail set at the base of a 5/8-inch existing iron rod that is bent and up 2-inches; thence continuing to follow the proposed satellite Asheboro city limits line the next five bearings and distances along the Sergio Alvarez Ruiz property described in Deed Book 1981, Page 906,

Randolph County Registry: South 56 degrees 51 minutes 43 seconds West 50.21 feet to a 60d nail set at the base of a 5/8-inch existing iron rod that is bent and up 4-inches; thence South 39 degrees 56 minutes 33 seconds West 100.13 feet to a 5/8-inch existing iron rod that is down 2-inches; thence South 35 degrees 11 minutes 08 seconds West 57.51 feet to a 5/8-inch existing iron rod that is down 4-inches; thence North 79 degrees 08 minutes 24 seconds West 103.87 feet to a 1 and 1/4-inch existing iron pipe that is down 2-inches; thence North 79 degrees 08 minutes 24 seconds West 60.17 feet to a computed point/point not set in the western margin of the public right-of-way for Old Cox Road; thence continuing to follow the proposed satellite Asheboro city limits line by proceeding in a southwesterly direction along the western margin of the public right-of-way for Old Cox Road by following the arc of a curve with a radius of 594.75 feet and an arc length of 92.32 feet (delta angle 08 degrees 53 minutes 36 seconds) a chord bearing and distance of South 10 degrees 32 minutes 22 seconds West 92.22 feet to a computed point/point not set; thence continuing to follow the western margin of the public right-of-way for Old Cox Road the next two bearings and distances: South 04 degrees 45 minutes 27 seconds West 209.76 feet to a computed point/point not set; thence South 03 degrees 25 minutes 38 seconds West 596.05 feet to a computed point/point not set; thence South 06 degrees 09 minutes 02 seconds West 177.85 feet to a 1-inch existing iron pipe that is up 12 inches at a point on the proposed satellite Asheboro city limits line that is off of the western margin of the public right-of-way for Old Cox Road and is on the shared boundary line for the Annexation Area and the James H. Murray and Martha C. Murray property described in Deed Book 2172, Page 567, Randolph County Registry and further identified in Plat Book 106, Page 69, Randolph County Registry; thence continuing along the James H. Murray and Martha C. Murray property South 10 degrees 41 minutes 47 seconds West 716.19 feet to the point and place of BEGINNING, and containing a total of 241.401 acres, more or less, to be annexed.

*The above-stated legal description is in accordance with a plat of survey drawn under the supervision of Dan W. Tanner, II, Professional Land Surveyor with License Number L-4787. The plat of survey is titled "Annexation Survey For: **Bill Turner** On The Property of: **Barbara Pugh Marsh**."*

Section 3. Notice of the public hearing on the question of the proposed annexation of the above-described territory into Asheboro's satellite corporate limits shall be published in *The Courier-Tribune*, a newspaper having general circulation in the City of Asheboro, at least 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 held on May 4, 2023.

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

ATTEST:

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

11. Construction Progress Update on the McCrary Park Project

Assistant City Engineer, Spencer Patton utilized a visual presentation in order to update the council members on the construction progress at McCrary Park. During his presentation, Mr. Patton presented pictures of the updated restroom facilities along with the updated concession stand, and grandstand structure.

A copy of the visual presentation utilized by Mr. Patton is on file in the city clerk's office.

12. A Contract to Purchase a North McCrary Street Parcel of Land

Mr. Patton presented and recommended the approval of a contract to purchase a parcel of land located along North McCrary Street (Randolph County Parcel Identification Number 7751451050) to use for the placement of signage for McCrary Park. The property tax value for the parcel of land is approximately \$13,500.00

Council Member Bell moved, and Council Member Burks seconded the motion to approve the contract to purchase the parcel of land located along North McCrary Street. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

13. **Budget Amendments to Allocate Funds for the Purchase of the North McCrary Street Parcel**

Finance Director Debbie Reaves presented and recommended adoption, by reference of an ordinance to amend the general fund FY 2022-2023.

Council Member Bell moved, and Council Member Heath seconded the motion to approve/adopt the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding and Swiers voted aye. There were no dissenting votes.

32 ORD 5-23

**ORDINANCE TO AMEND THE GENERAL FUND
FY 2022-2023**

WHEREAS, the City of Asheboro has an opportunity to purchase a small parcel of land along Highway 220 ideal for the installation of signage for McCrary Ballpark.

WHEREAS, the cost to the City of Asheboro for the land is \$13,500 and the estimated closing costs are estimated not to exceed \$2,500.

WHEREAS, the City of Asheboro desires to appropriate \$16,000 from the General Fund Balance for this purpose.

WHEREAS, the City of Asheboro desires amend the 2022-2023 General Fund operating budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

WHEREAS, the City of Asheboro desires to be in compliance with all generally accepted accounting principles, and;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

That the following revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-000-399.0000	Fund Balance Allocation	16,000

That the following expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-620-574.6500	Contribution to McCrary Ballpark Fund	16,000

Adopted this the 4th day of May 2023.

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

ATTEST:

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

Subsequent to the approval/adoption of the above ordinance, Ms. Reaves presented and recommended adoption, by reference, of an ordinance to amend the McCrary Ballpark Improvements Fund FY 2022-2023. Council Member Bell moved, and Council Member Burks seconded the motion to approve/adopt the following ordinance by reference.

33 ORD 5-23

**ORDINANCE TO AMEND
THE MCCRARY BALLPARK IMPROVEMENTS FUND
FY 2022-2023**

WHEREAS, The City of Asheboro is appropriating \$16,000 in General Fund balance to be transferred to the McCrary Ball Park Improvements Fund for purchase of land along Highway 200.

WHEREAS, the City of Asheboro desires amend the 2022-2023 McCrary Ballpark capital project fund budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

WHEREAS, the City of Asheboro desires to be in compliance with all generally accepted accounting principles, and;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

Section 1: The following revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
65-000-300.0001-65	Contribution from General Fund	16,000

Section 2: The following expense line item be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
65-000-408.0000-65	Land	16,000

Adopted this the 4th day of May 2023.

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

ATTEST:

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

14. Potential Designs for the McCrary Park Interstate signage

Assistant Community Development Director John Evans utilized a visual presentation in order to give examples of potential designs for the McCrary Park interstate signage. Some examples included, but not limited to, free standing signs or signs with brick foundations. City staff will update the council once more information becomes available.

15. Upcoming Events and Items not on the Agenda

Mayor Smith led a discussion of upcoming events within the city government and the community in general. No formal action was taken by the city council during this discussion.

There being no further business, the meeting was adjourned at 9:32 p.m.

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

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