

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
WEDNESDAY, NOVEMBER 8, 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)

John N. Ogburn, III, City Manager
Timothy E. Cockman, Deputy Fire Chief
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Charles D. Garner, Code Enforcement Officer
Michael L. Leonard, PE, City Engineer
Mark T. Lineberry, Chief of Police
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Jonathan M. Sermon, Recreation Services Director
Jeffrey C. Sugg, City Attorney
Willie Summers, Fire Chief
Charles D. Wagner, Police Captain

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.

OLD BUSINESS

3. Continuation of Public Hearing for Land Use Case No. RZ-23-14: An application to rezone property located along the west side of Zoo Parkway and the south side of Newbern Avenue from R40, R15, and R10 zoning to R7.5 (CZ) for a residential planned unit development.

Community Development Director Trevor Nuttall presented an email request from the applicant to continue the above-referenced land use case to the city council's next regular meeting that is scheduled for December 7, 2023.

Council Member Bell moved, and Council Member Heath seconded the motion to continue the above-referenced land use case to the city council's regular meeting that is scheduled for December 7, 2023. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

[Prior to the consideration of the remaining agenda items, the following announcement was made by Mayor Smith, and a request was made by City Manager Ogburn.

- I. Mayor Smith announced that the applicant had withdrawn the requested rezoning application (RZ-23-16) listed on the meeting agenda as item number 10(b).
- II. On behalf of city staff, City Manager Ogburn requested that agenda items 17(a) and (b) be continued to the city council's regular meeting that is scheduled for December 7, 2023. Council Member Moffitt moved, and Council Member Burks seconded the motion to continue agenda items 17 (a) and (b) to the city council's regular meeting that is scheduled for December 7, 2023. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.]

NEW BUSINESS

4. Public Comment Period

Mayor Smith opened the floor for comments from the public and none were offered. Mayor Smith closed the public comment period.

5. Presentation of the Asheboro Pride Award

Mayor Smith presented the Asheboro Pride Award to Ms. Linda Brown for her distinguished service as the President of the Asheboro/Randolph Chamber of Commerce.

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

6. Recognition of Finance Director Deborah Reaves

Mayor Smith and City Manager Ogburn recognized Finance Director Deborah Reaves for her vital role in the city's recent receipt from the Government Finance Officers Association of a Certificate of Achievement for Excellence in Financial Reporting.

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

7. Recognition of Retired Master Police Officer Lorie A. Johnson

Chief Lineberry recognized retired Master Police Officer Lorie A. Johnson for her dedicated service to the citizens of Asheboro through her work as a police officer for the Asheboro Police Department. Along with a plaque that commemorated her police badge, Chief Lineberry awarded her with her service side arm that she carried at the time of her retirement.

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

8. Zoo City Sportsplex Update

Recreation Services Director Jonathan Sermon updated the city council on certain staffing changes that have occurred at the Zoo City Sportsplex. Mr. Ryan McCoy will be the Facility Manager, and Mr. Bryce Dalke will be the Program Coordinator for the sportsplex. Additionally, Mr. Sermon reported that the facility is experiencing significant rental activity, and the city will be hosting practices and games for flag football. The city will also be hosting soccer tournaments at the facility.

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

9. Consent Agenda Items

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) Approval of the City Council Meeting Minutes for October 5, 2023

The meeting minutes for the city council's regular meeting on October 5, 2023, were approved and have been filed in the city clerk's office. An electronic copy of the approved document has been posted on the city's website.

(b) Acknowledgement of the Receipt of the Meeting Minutes for the Asheboro ABC Board Meeting Held on August 28, 2023

The meeting minutes for the Asheboro ABC Board were received and distributed to the elected officials. The official document has been filed in the city clerk's office.

(c) Special Event Closure Order – Christmas Parade

The council approved a special event closure order, including a temporary street closure, for the Christmas Parade event. The temporary closure order will take effect at 1630 hours on December 1, 2023, and will end at 2030 hours on December 1, 2023 for Church Street. For all other streets, the temporary closure order will take effect at 1830 hours on December 1, 2023, and will end at 2100 hours on December 1, 2023. Pursuant to the closure order, the Zoo City Social District will not be in effect December 1, 2023. A copy of the special event closure order is on file in the city clerk's office.

(d) Special Event Closure Order – Christmas Downtown

The council approved a special event closure order, including a temporary street closure, for the Christmas Downtown Event. The temporary closure order will take effect at 1630 hours on December 8, 2023, and will end at 2200 hours on December 8, 2023. Pursuant to the closure order, the Zoo City Social District will not be in effect on December 8, 2023. A copy of the special event closure order is on file in the city clerk's office.

(e) Approval of an Ordinance to Amend the General Fund Budget

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**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2023-2024**

WHEREAS, The City Council approved a financing agreement with Truist Bank for \$803,922.66 at the September 2023 Council meeting to finance radios for the police department.

WHEREAS, the change from leasing the radios from Motorola to financing the purchase of the radios with Truist will save the City of Asheboro an estimated \$70,000 over the lifetime of the financing due to the reduction in the financing rate with commercial bank financing.

WHEREAS, the City of Asheboro adopted the budget with funding in place for monthly lease payments and now the budget needs to be amended to account for the financing loan proceeds and the expense to purchase of the radios as well as properly account for the debt service to Truist Bank.

WHEREAS, the City of Asheboro desires to amend the 2023-2024 budget as required by law to adjust for changes in revenues and expenditures.

WHEREAS, the City Council of the City of Asheboro wants to be in compliance with all generally accepted accounting principles.

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

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
30-810-534.0000	Other Supplies & Materials	\$44,304
30-810-534.0001	Meter Replacement	<u>(44,304)</u>
		\$0

Adopted this the 8th day of November 2023.

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

ATTEST:

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

- (g) **Approval of the Community Development Division’s Request to Schedule for December 7, 2023, and to Advertise, Legislative Zoning Applications for the following Cases:**
- (i) **An application to rezone property at 306 Harrison Street, which is identified by Randolph County Parcel Identification Number 7761238822, from B1 zoning to RA6 (CZ) conditional zoning to allow for a single-family residential addition that provides a reasonable accommodation; and**
 - (ii) **An application to rezone property identified by Randolph County Parcel Identification Number 7754927117 that is located on United States Highway 220 Business North, north of 4986 United States Highway 220 Business, from R15 zoning to B2 (CZ) conditional zoning to allow for minor motor vehicle repair.**

10. Legislative Zoning Hearings

- (a) **Legislative Hearing (Case No. RZ-23-15): The requested application of initial city R10 zoning to recently annexed property that is identified by Randolph County Parcel Identification Number 7763933698 and is located on W O W Road, east of 1766 W O W Road and approximately 450 feet northwest of the intersection of Old Liberty Road.**

Mayor Smith opened the above-described legislative hearing for Case No. RZ-23-15. Community Development Director Trevor Nuttall was the first speaker, and he gave an overview of the zoning map amendment application submitted by Mr. Darren Lucas.

As noted above, the land for which the above-described zoning has been requested is located on W O W Road and is identified by Randolph County Parcel Identification Number 7763933698 (this property will be hereinafter referred to as the “Zoning Lot.”) The Zoning Lot is approximately 1.17 acres in size.

In addition to the written staff report, Mr. Nuttall utilized a slide show presentation in conjunction with his comments. The following points of information were noted.

1. The property is inside the city limits. The property owner requested annexation of the property, which was approved on September 5, 2023. A city zoning classification must be applied due to the annexation. Otherwise, the property may be deemed as unzoned.
2. W O W Road is a state-maintained collector road.
3. Prior to 2013, the property was located within the city's extraterritorial zoning jurisdiction. The previous zoning was R40 Low-Density Residential.
4. The zoning ordinance describes the intent of the requested R10 district *to provide regulations which will produce a moderate intensity of residential uses, usually single family or two family in character and served by central water supply and sewage disposal systems, plus the necessary governmental and other support facilities to service such urban intensity living.*
5. The majority of residential properties withing the area and located within the city limits that adjoin the subject property have R10 zoning, including a parcel directly across from the subject property on W O W Road.
6. The property is in close proximity to the intersection of W O W Road and Old Liberty Road, which is designated as a Neighborhood Activity Center.

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: Does not designate beyond current land use jurisdiction.

Small Area Plan Does not designate beyond current land use jurisdiction.

Growth Strategy Map Designation: Does not designate beyond current land use jurisdiction.

LDP Goals/Policies Which Support Request:

Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance.

Checklist Items 12-14: Property is located outside of the watershed area, Special Hazard Flood Area, and area with steep slopes.

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.

There was an absence of goals/policies which do not support the request.

The City of Asheboro Planning Board considered the rezoning application and recommended the rezoning application and recommended placement of the Zoning Lot into the requested R10 zoning district. In making this recommendation, the planning board concurred with the planning staff's analysis of the consistency of the proposed rezoning 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.

While the property is outside the city's current zoning jurisdiction and the Land Development Plan doesn't assign a specific proposed land use map designation to the property, a review of the LDP shows several goals and policies that are supportive of the request.

Residential properties in the immediate vicinity, including directly across W O W Road and along Old Liberty Road, have R10 zoning. The LDP designates the intersection of Old Liberty and W O W Roads as a Neighborhood Activity Center, and the history of those properties is residential. A Medium-Density Residential designation provides a sensible transition between these non-residential properties and lower density properties that are in the area located further outside the city jurisdiction along W O W Road.

The recent annexation into the city makes the application of a medium-density residential zoning jurisdiction, consistent with other residential properties inside the city limits, a sensible designation.

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

When no one else asked to speak, 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. While the property is outside the city's current zoning jurisdiction and the Land Development Plan doesn't assign a specific proposed land use map designation to the property, a review of the LDP shows several goals and policies that are supportive of the request.

Residential properties in the immediate vicinity, including directly across W O W Road and along Old Liberty Road, having R10 zoning. The LDP designates the intersection of Old Liberty and W O W Roads as a Neighborhood Activity Center, and the history of those properties is residential. A Medium-Density Residential designation provides a reasonable transition between these non-residential properties and lower density properties that are in the area located further outside the city jurisdiction along W O W Road.

The recent annexation into the city makes the application of a medium-density residential zoning jurisdiction, consistent with other residential properties inside the city limits, a logical designation.

Considering the aforementioned analysis, the city council has concluded that the proposed zoning map amendment is consistent with the adopted comprehensive development plans, reasonable, and in the public interest.

2. The zoning map amendment application seeking to place the Zoning Lot into an R10 zoning district is hereby approved.

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

- (b) Legislative Hearing (Case No. RZ-23-16): The requested rezoning of property that is identified by Randolph County Parcel Identification Number 7762401107 and is located on the north side of East Allred Street, approximately 200 feet west of Ingram Drive, from R10 and R15 zoning to R10 (CZ) conditional zoning for a development consisting of single-family dwellings.**

Mr. Nuttall reported to the city council that the applicant has submitted a written withdrawal of the above-referenced zoning application.

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

- (c) Legislative Hearing (Case No. RZ-23-17): The requested rezoning of property identified by Randolph County Parcel Identification Numbers 7751868499 and 7751960550 (this property has three street addresses: 639 North Fayetteville Street, 645 North Fayetteville Street, and 114 Liberty Street) from B2 and R10 zoning to OA6 zoning.**

Mayor Smith opened the above-described legislative hearing for Case No. RZ-23-17. Mr. Nuttall was the first speaker, and he gave an overview of the zoning map amendment application submitted by Mr. Christopher Justin Hancock.

As noted above, the property for which the above-described zoning has been requested is identified by Randolph County Parcel Identification Numbers 7751868499 and 7751960550 (this property will be hereinafter referred to as the "Zoning Lot.") The Zoning Lot is approximately 0.9 of an acre in size.

In addition to the written staff report, Mr. Nuttall utilized a slide show presentation in conjunction with his comments. The following points of information were noted.

1. The property is located inside the city limits
2. North Fayetteville Street is a state-maintained major thoroughfare. Liberty Street is a local city-maintained street.
3. The existing R10 Residential District is intended to provide regulations which will produce a moderate intensity of residential uses, usually single family or two family in character and served by central water supply and sewage disposal systems, plus the necessary governmental and other support facilities to service such urban intensity living. The existing B2 zoning district is described by the zoning ordinance as "intended to serve the convenience goods, shoppers goods retail and service needs of the motoring public, both local and transient. This district should always be located with access directly to minor thoroughfares or higher classification streets, but never local residential streets."
4. The requested zoning district allows residential (single-family, two-family, multiple-family), office and institutional uses, and limited commercial uses. The OA6 zoning district is described by the zoning ordinance as "intended to produce moderate intensity office and residential development to serve adjacent residential areas and to provide a transition from residential to commercial uses. Land designated OA6 shall normally be located with access to a minor

thoroughfare or higher classification street with access to local residential streets discouraged.”

5. The ordinance limits multi-family uses to no more than four units on parcels of less than 45,000 square feet (approximately 1.03 acres more or less) in the OA6 district. Heavier commercial uses (such as retail, eating establishments, motor vehicle sales and major/minor repair, etc.) are prohibited in the OA6 district.

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:	Commercial
Small Area Plan:	Central
Growth Strategy Map Designation:	Primary Growth

LDP Goals/Policies Which Support Request:

Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance.

Checklist Item 5: Complies with Growth Strategy Map

Checklist Items 12-14: Property is located outside of the watershed area, Special Hazard Flood Area and area with steep slopes.

LDP Goals/Policies Which Do Not Support Request:

Checklist Item 1: Rezoning is not compliant with the Proposed Land Use Map.

The City of Asheboro Planning Board considered the rezoning application and recommended placement of the Zoning Lot into the requested OA6 zoning district. In making this recommendation, the planning board concurred with the planning staff's analysis of the consistency of the proposed rezoning 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.

Although the map does not comply with the Land Development Plan Proposed Land Use Map designation of the property as exclusively commercial, the proposed OA6 district does incorporate a number of LDP goals and policies. The district also allows for both residential use, which the properties appear to originally be designed for, and having limiting the commercial component of the designation to a more limited set of potential uses provides additional protection to the residential properties to the west from more intensive commercial uses, and serves as an appropriate transition between heavier uses along North Fayetteville Street and adjoining residential uses.

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

Mr. H.R. Gallimore, who is a real estate agent, presented comments in support of the rezoning application. When no one else asked to speak, 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 Heath seconded the motion to adopt the plan consistency statement printed below and to approve the requested rezoning with the following two-part motion.

1. Although the map does not comply with the Land Development Plan Proposed Land Use Map's commercial designation of the property, the proposed OA6 district does incorporate a number of LDP goals and policies. The district also allows for both residential use, which the properties appear to originally be designed for, and provides a moderated commercial component with a more limited set of potential uses. This limitation provides additional protection to the residential properties to the west from more intensive commercial uses, and serves as an appropriate transition between heavier uses along North Fayetteville Street and adjoining residential uses.

Considering the aforementioned analysis, the city council has concluded that the proposed zoning map amendment is reasonable, consistent with the adopted comprehensive development plans, and in the public interest.

2. The zoning map amendment application seeking to place the Zoning Lot into an OA6 zoning district is hereby approved.

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

11. Public Hearing – Community Development Block Grant (CDBG) Funding for Neighborhood Revitalization

(a) Public Hearing on the Question of Applying for Funding to Help Wainman Homes, Inc. to Preserve and Renovate CASPN Homes

Mr. Nuttall reported that the City of Asheboro is considering applying to the North Carolina Department of Commerce, Rural Economic Development Division, for a Community Development Block Grant – Neighborhood Revitalization (CDBG-NR). The funds, if awarded, would be used to preserve and renovate CASPN Homes (Charlie Miller Complex).

CAPN Homes (Charlie Miller Complex) is a 50-unit independent living development located at 945 S. Church Street in Asheboro. This development serves families 55 years and older and earning 60% or less of the area medium income.

CASPN Homes is owned by Wainman Homes, Inc., a 501C-3 nonprofit. The nonprofit corporation is operated, managed, and maintained by the Asheboro Housing Authority.

The primary objectives of the CDBG-NR program are to develop viable communities by providing decent housing and a suitable living environment and by expanding economic opportunities. These grants primarily serve persons of low-and-moderate-income.

Mr. Robert Lawler, who is the Executive Director of the Asheboro Housing Authority, presented comments on behalf of the housing authority and its non-profit Wainman Homes, Inc. There is interest in applying through the City of Asheboro for grant

funding for capital needs of the CASPN Homes apartments. During his presentation, Mr. Lawler reported that the Asheboro Housing Authority plans to apply for the maximum grant with project activities for the rehabilitation and preservation of CASPN Homes to include, but not limited to the following:

- New exterior siding and insulation
- New windows
- Porch/Deck rehab and repair/staining
- New carpet in hallways and tile flooring in common areas
- Replace HVAC units and water heaters
- New security/cameras/electronic entry on all floors and entrances
- Landscaping and erosion control

The financial assistance for rehabilitation activities must be in the form of a loan and not a grant. CDBG loans may be deferred, deferred forgivable, or amortized with low interest. The project is seeking a deferred forgivable loan. The application is expected to request \$950,000 in CDBG-NR funds.

Mr. Andrew Scott and Ms. Mary Anne Hyatt presented comments during the hearing. When no one else asked to speak, Mayor Smith closed the public hearing.

(b) Consideration of a Resolution Authorizing an Application for CDBG Funding for Neighborhood Revitalization

Mr. Nuttall presented and recommended adoption, by reference, of a resolution authorizing an application for up to \$950,000 in CDBG funding for Neighborhood Revitalization. Council Member Bell moved, and Council Member Swiers seconded the motion to adopt/approve the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

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RESOLUTION AUTHORIZING THE CITY OF ASHEBORO TO SUBMIT AN APPLICATION FOR FUNDING FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT - NEIGHBORHOOD REVITALIZATION PROGRAM FOR THE PRESERVATION AND RENOVATION OF CASPN HOMES (CHARLIE MILLER COMPLEX)

WHEREAS, the Asheboro City Council has indicated its desire to assist with neighborhood revitalization efforts within the City of Asheboro; and

WHEREAS, the Asheboro City Council has held two public hearings concerning the proposed application for Community Development Block Grant - Neighborhood Revitalization Program funding; and

WHEREAS, CASPN Homes (Charlie Miller Complex) is a 50-unit independent living development located at 945 S. Church Street in Asheboro, North Carolina and serving families 55 years and older and earning 60% or less of the area medium income; and

WHEREAS, the Asheboro City Council wishes to pursue a formal application for Community Development Block Grant - Neighborhood Revitalization funding to benefit low to moderate income households of Asheboro by financing the preservation and renovation of CASPN Homes (Charlie Miller Complex) to be directed by Wainman Homes, Inc., the owner of the property and a 501C-3 non-profit operated, managed and maintained by the Asheboro Housing Authority; and

WHEREAS, an application has been prepared for a \$950,000 grant for the preservation and renovation of CASPN Homes (Charlie Miller Complex), including general allowable administrative expenses;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asheboro, North Carolina that the city's officers and employees are authorized to submit, on behalf of the City of Asheboro, a formal application to the North Carolina Department of Commerce for a Community Development Block Grant - Neighborhood Revitalization; and

BE IT FURTHER RESOLVED that the Asheboro City Council certifies the City of Asheboro will meet all federal regulatory and statutory requirements of the Community Development Block Grant – Neighborhood Revitalization program; and

BE IT FURTHER RESOLVED that the City of Asheboro will administer this grant funding in accordance with the rules and regulations of the North Carolina Department of Commerce.

This resolution was duly adopted by the Asheboro City Council in open session during a regular meeting held on the 8th day of November, 2023.

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

ATTEST:

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

12. Community Development Programming and Participation Opportunities

- (a) **The acceptance of Urgent Repair Program applications to assist low-moderate income households with owner-occupied emergency housing repairs beginning November the 13th**

Mr. Nuttall reported that the 2023 Urgent Repair Program provides funds to assist very low and low-income households with special needs to address housing conditions that pose imminent threats to life or safety. Funds also can cover accessibility modifications and other repairs necessary to prevent displacement of very low and low-income homeowners with special needs, such as the elderly and persons with disabilities. The program funding totals \$132,000 with the majority provided by the North Carolina Housing Finance Agency.

The City of Asheboro will provide assistance to homeowners whose homes are selected for repair/modification in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of \$3,000 per year, until the principal balance is reduced to zero. The amount of the loan will depend on the scope of the work necessary to address the identified imminent threats to life and/or safety. There is no minimum to the amount of the loan; the maximum limit is \$12,000.

Qualified applicants may obtain an application packet online at asheboronc.gov or at Asheboro City Hall beginning November 13, 2023 and submit it along with required documents. Eligible applicants will be selected on a first received, first served basis until funds are exhausted. In order to determine eligibility, all required information must be received and verified.

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

(b) Announcement of a Public Workshop to be Held on Monday, November 13, 2023 Related to the Proposed Trade Street and North Street Infrastructure Project

Mr. Nuttall announced that a public workshop will be held on Monday, November 13, 2023 from 3:00 p.m. until 6:00 p.m. at the Asheboro Recreation Center (Multi-Purpose Room) related to the proposed Trade Street and North Street infrastructure project.

During his comments, Mr. Nuttall reported that the Trade and North Street infrastructure project proposes to replace existing underground and overhead utilities, including city-maintained water and sewer mains and third-party utilities. The city's underground utility lines are outdated and in need of replacement.

Since replacing city utility lines will require excavation, now is the time to bury all overhead utilities. Doing so will ensure that vital infrastructure is up-to-date and will have secondary benefits of installing accessible sidewalks and improving the appearance of the block. Trade Street and the affected portion of North Street will be repaved at the conclusion of the project. If approved, work would begin in the second half of 2024.

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

13. Update on Recent Activities to Address Issues that Arise When People are Homeless

Mr. Ogburn reported that homelessness is primarily a result of physical abuse, substance abuse, or mental illness. To effectively navigate this national problem, local governments must attempt to connect homeless persons to services offered. To do this, localities must, among other things:

- Keep them on their feet and do not let camps be built or occupied
- Do not allow unauthorized occupancy of abandoned buildings, junk yards, scrap boat yards, etc.
- Do not allow the occupation/camping/homesteading on public facilities or properties
- Enable law enforcement and code enforcement officers to be aware of services available and to connect the homeless people to the service provider
- Enable law enforcement to work closely with the court system to ensure that the homeless people who are awaiting trial to be monitored.

Further, Mr. Ogburn offered possible solutions to Asheboro's homeless issues. An "Off the Streets Program" is a solution that was launched in Mesa Arizona during the pandemic to immediately house and stabilize people in crisis. The program serves the most vulnerable and unsheltered in a coordinated effort to help people create a housing plan, get connected to services and become self-sufficient. The program is a hotel-based temporary emergency housing program.

The following guidelines were offered for such a facility:

- To provide case management with client access to services
- To accept certain pets
- To provide each client with a housing plan
- To have standing rules and requirements
- To provide no more than a 90 day stay
- To provide a closed campus

Additional programs such as drug counseling and treatment, transportation, social and mental health services, veteran benefits, and housing are all policy choices for partners within government agencies. In conclusion, Mr. Ogburn assured the citizens that the City of Asheboro is working to navigate the homeless issue.

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

14. Proposed Apparatus Purchase for the Asheboro Fire and Rescue Department

(a) Request to Purchase a Quick Response Vehicle

Fire Chief Willie Summers requested that the city purchase a quick response vehicle, a Ford F550 Pierce Rescue Truck, in order to reduce costs and time associated with sending out a fully staffed vehicle when that resource is not needed. Additionally, the purchase and use of the truck will increase the longevity of the department's existing fleet.

Council Member Heath moved, and Council Member Swiers seconded the motion to approve the purchase of a quick response vehicle for the Asheboro Fire and Rescue Department. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

(b) Council Action on Two Items to Properly Account for the Apparatus Purchase

(i) Consideration of an ordinance to amend the General Fund

Finance Director Deborah Reaves presented and recommended adoption, by reference, of an ordinance to amend the General Fund to account for the purchase.

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

70 ORD 11-23

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2023-2024**

WHEREAS, in July 2023, the City Council approved a resolution declaring the official intent of the City of Asheboro to purchase municipal vehicles and equipment and to reimburse the General fund with installment financing proceeds (22 RES 7-23) in the amount of \$557,846.

WHEREAS, The City of Asheboro Fire and Rescue Department has identified a need for a vehicle for a two person quick response team to save cost and time associated with sending out a fully staffed fire truck on calls when full resources are not needed.

WHEREAS, the estimated cost of the vehicle is \$290,000.

WHEREAS, the City of Asheboro would like to amend the General Fund Budget to add this expenditure to the Fire Department budget and reimburse the General Fund with installment financing proceeds.

WHEREAS, the City Council of the City of Asheboro wants to be in compliance with all generally accepted accounting principles.

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

Section 1: The following revenue line item be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-000-360.0000	Proceeds from Lease Purchase	290,000

Section 2: The following expense line item be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-530-574.0000	Capital Outlay	290,000

Adopted the 8th day of November 2023.

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

ATTEST:

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

(ii) Consideration of a Resolution Declaring the Official Intent of the City to Purchase Equipment and to Reimburse the General Fund with Installment Financing Proceeds

Ms. Reaves presented and recommended the adoption of a resolution declaring the official intent of the city to use the installment financing proceeds to reimburse the General Fund for the expense of purchasing in a timely manner the above-described quick response vehicle.

Council Member Burks moved, and Council Member Bell 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 41 RES 11-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF ASHEBORO TO PURCHASE MUNICIPAL VEHICLES AND EQUIPMENT AND TO REIMBURSE THE WATER AND SEWER FUND AND THE GENERAL FUND WITH INSTALLMENT FINANCING PROCEEDS

WHEREAS, in order to maintain a satisfactory level of municipal services, the Asheboro City Council has adopted, with duly approved amendments, a budget ordinance for fiscal year 2023-2024 that allocates funding for the acquisition of vehicles and equipment deemed essential for maintaining uninterrupted high-quality municipal services; and

WHEREAS, the following appropriations have been made for the acquisition of vehicles and equipment by city departments that receive their funding from the City of Asheboro Water and Sewer Fund:

1. \$40,000.00 has been budgeted for vehicle and equipment acquisition by the meter department;

2. \$157,000.00 has been budgeted for vehicle and equipment acquisition by the wastewater treatment plant;
3. \$345,000.00 has been budgeted for vehicle and equipment acquisition by the water maintenance department;
4. \$65,000.00 has been budgeted for vehicle and equipment acquisition by the systems maintenance department;
5. \$210,000.00 has been budgeted for vehicle and equipment acquisition by the wastewater maintenance department; and

WHEREAS, the following appropriations have been made for the acquisition of vehicles and equipment by city departments that receive their funding from the City of Asheboro General Fund:

1. \$243,846.00 has been budgeted for vehicle and equipment acquisition by the police department;
2. \$140,000.00 has been budgeted for vehicle and equipment acquisition by the facilities maintenance department;
3. \$174,000.00 has been budgeted for vehicle and equipment acquisition by the street department;
4. \$290,000.00 has been budgeted for vehicle and equipment acquisition by the fire and rescue department; and

WHEREAS, the budgeted amount for the above-described acquisition of vehicles and equipment needed for the listed city departments funded out of (a) the Water and Sewer Fund (\$817,000.00) and (b) the General Fund (\$847,846.00) to deliver essential municipal services totals \$1,664,846.00; and

WHEREAS, Section 160A-20 of the North Carolina General Statutes authorizes the city to finance the purchase of personal property by means of installment financing that creates a security interest in the purchased property; and

WHEREAS, in order to provide uninterrupted high-quality municipal services, the above-referenced vehicles and equipment will be purchased and placed into service as soon as possible with available funds in the Water and Sewer Fund and in the General Fund; and

WHEREAS, the Asheboro City Council has decided that the above-stated expenditures are to be reimbursed to the Water and Sewer Fund and the General Fund during the current fiscal year with proceeds from an installment financing agreement that will create security interests in the above-referenced municipal vehicles and equipment acquired by the city during its 2023-2024 fiscal year; and

WHEREAS, more favorable financing terms can be obtained if the city takes the steps necessary to allow the lending institution from which financing is ultimately obtained to exclude the interest paid or payable under an installment financing agreement with the city from the gross income of the lending institution; and

WHEREAS, in accordance with the applicable treasury regulations, one of the steps necessary to avoid jeopardizing the ability of a lender to exclude from its gross income the interest paid or payable under an installment financing agreement is for the city to declare its official intent to reimburse the Water and Sewer Fund and the General Fund for the expenditures used to purchase the needed vehicles and equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, consistent with the city's budget ordinance for fiscal year 2023-2024, as

RESOLUTION NUMBER 42 RES 11-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION DIRECTING THE CITY CLERK TO
INVESTIGATE AN ANNEXATION PETITION SUBMITTED BY
J-MAC PROPERTIES, LLC FOR A PARCEL OF LAND ON THE NORTH SIDE OF
CRESTVIEW CHURCH ROAD**

WHEREAS, on behalf of J-Mac Properties, LLC (the “Petitioner”), the general manager of the limited liability company has submitted a petition requesting the annexation into Asheboro of a parcel of the company’s land that is located on the north side of Crestview Church Road and is identified by Randolph County Parcel Identification Number 7659842547 (this parcel of land will be hereinafter referred to as the “Annexation Parcel”); and

WHEREAS, the Annexation Parcel 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 November 8, 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’s office conducted an investigation of the annexation petition in advance of the council meeting and prepared the following certificate for council’s review.

CERTIFICATE OF SUFFICIENCY

(Petition Requesting the Annexation of J-Mac Properties, LLC Land on the North Side of Crestview Church Road)

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 on behalf of J-Mac Properties, LLC (hereinafter referred to as the “Petitioner”) by the limited liability company’s general manager. I further certify that the following paragraphs accurately state the information obtained during the course of my investigation of the annexation petition.

The Petitioner has requested the annexation into Asheboro of a parcel of the limited liability company's land that is located on the north side of Crestview Church Road and is identified by Randolph County Parcel Identification Number 7659842547 (this parcel of land will be hereinafter referred to as the "Annexation Parcel"). The Annexation Parcel is not contiguous to the primary corporate limits of the City of Asheboro.

Based on my investigation, I have concluded that all of the owners of the real property for which annexation has been requested 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 November 8, 2023.

(CITY SEAL)

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

(ii) Consideration of a Resolution Setting the Date for a Public Hearing on the Question of Annexation

In light of the preceding council action and the submission 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 Heath moved, and Council Member Bell 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 43 RES 11-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING
ON THE QUESTION OF ANNEXING THE J-MAC PROPERTIES, LLC REAL
PROPERTY LOCATED ON THE NORTH SIDE OF
CRESTVIEW CHURCH ROAD**

WHEREAS, J-Mac Properties, LLC (hereinafter referred to as the "Petitioner") has submitted, by and through the limited liability company's general manager, a petition requesting the annexation into Asheboro of a parcel of the company's land that is located on the north side of Crestview Church Road and is identified by Randolph County Parcel Identification Number 7659842547; and

WHEREAS, the Petitioner's above-listed parcel of land is 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 December 7, 2023.

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

Cedar Grove Township, Randolph County, North Carolina:

BEGINNING on the proposed Asheboro satellite city limits line at a 1/2-inch existing iron rod flush with the ground and located by means of the North Carolina Coordinate System at the coordinates of North 695,475.45 ground US survey feet and East 1,757,834.85 ground US survey feet (NAD 83 (2011)), this BEGINNING point is located South 80 degrees 40 minutes 21 seconds East 4,525.53 feet from the current Asheboro primary city limits and is at the northwestern corner of the parcel of land for which satellite annexation into the City of Asheboro has been requested (the area for which annexation has been requested will be hereinafter referred to as the "Annexation Parcel"), and this parcel is the J-Mac Properties, LLC property described in the Office of the Register of Deeds for Randolph County, North Carolina (the "Randolph County Registry") in Deed Book 2828, Page 1651 with a plat reference to Plat Book 165, Page 84, Randolph County Registry); thence, from the described BEGINNING point, following the proposed Asheboro satellite city limits line South 80 degrees 47 minutes 50 seconds East 813.32 feet along the northern boundary line of the Annexation Parcel and the Sherri Lynn Tedder property described in Deed Book 2677, Page 262, Randolph County Registry (plat reference to Plat Book 160, Page 97, Randolph County Registry) to an existing iron rod; thence departing from the northern boundary line of the Annexation Parcel and continuing to follow the proposed Asheboro satellite city limits line by proceeding along the eastern boundary line of the Annexation Parcel the next five bearings and distances: South 01 degree 52 minutes 59 seconds East 413.45 feet to an existing iron rod; thence South 01 degree 52 minutes 59 seconds East 628.59 feet to an existing iron rod; thence South 02 degrees 39 minutes 17 seconds West 59.83 feet to an existing iron rod; thence South 02 degrees 36 minutes 36 seconds West 217.77 feet to an existing iron rod; thence South 02 degrees 36 minutes 36 seconds West 220.25 feet to an existing iron rod at a corner shared with the Jackie L. Cranford and Bobbie Y. Cranford properties that are described in Deed Book 2725, Page 2452, Randolph County Registry (Lot 7 in Plat Book 12, Page 62, Randolph County Registry) and in Deed Book 2725, Page 2449, Randolph County Registry; thence continuing to follow the proposed Asheboro satellite city limits line by running with the Jackie L. Cranford and Bobbie Y. Cranford property described in Deed Book 2725, Page 2449, Randolph County Registry the next two bearings and distances: North 82 degrees 29 minutes 30 seconds West 199.70 feet to an existing iron rod; thence South 02 degrees 42 minutes 12 seconds West 199.39 feet to an existing iron rod in the northern margin of the public right-of-way for Crestview Church Road (North Carolina Secondary Road 2820); thence continuing to follow the proposed Asheboro satellite city limits line by departing from the eastern boundary of the Annexation Parcel and proceeding along the southernmost boundary of the Annexation Parcel by running with the northern margin of the public right-of-way for Crestview Church Road North 80 degrees 43 minutes 21 seconds West 474.67 feet to an existing iron rod; thence departing from the northern margin of the public right-of-way for Crestview Church Road and running with the proposed Asheboro satellite city limits line along the Oscar Ortiz Pinedo and Maria Fernandez Garcia property the next two bearings and distances: North 09 degrees 51 minutes 01 second East 327.56 feet to an existing iron rod; thence North 79 degrees 50 minutes 37 seconds West 100.55 feet to an existing iron rod; thence continuing to follow the proposed Asheboro satellite city limits line North 80 degrees 14 minutes 33 seconds West 49.24 feet along the J-Mac Properties, LLC property described in Deed Book 2828, Page 1651, Randolph County Registry (Lot 41 in Plat Book 102, Page 82, Randolph County Registry); thence departing from the J-Mac Properties, LLC property identified as Lot 41 in Plat Book 102, Page 82, Randolph County Registry and continuing to follow the proposed Asheboro satellite city limits line by running with the western boundary of the Annexation Parcel the next four bearings and distances: North 01 degree 52 minutes 59 seconds West 690.77 feet to an existing iron rod; thence North 01 degree 52 minutes 59 seconds West 65.17 feet to an existing iron rod; thence North 01 degree 53 minutes 01 second West 648.00 feet to an existing iron rod; thence

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 45 RES 11-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING
ON THE QUESTION OF ANNEXING THE HABITAT FOR HUMANITY OF
RANDOLPH COUNTY, N.C., INC. REAL PROPERTY LOCATED ON THE SOUTH
SIDE OF McMASTERS STREET**

WHEREAS, Habitat for Humanity of Randolph County, N.C., Inc. (hereinafter referred to as the “Petitioner”) has submitted, by and through the non-profit corporation’s authorized officers, a petition requesting the annexation into Asheboro of approximately 1.38 acres of land owned by the non-profit corporation and located on the south side of McMasters Street; and

WHEREAS, the Petitioner’s above-referenced land is 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 December 7, 2023.

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

Asheboro Township, Randolph County, North Carolina:

BEGINNING on the proposed Asheboro satellite city limits line at a 5/8-inch new iron rod flush with the ground in the southern margin of the public right-of-way for McMasters Street (North Carolina Secondary Road 1489), this BEGINNING point is located South 01 degree 51 minutes 18 seconds West 8.48 feet from a 1-inch existing iron pipe that is flush with the ground and is located by means of the North Carolina Coordinate System at the coordinates of North 718,612.05 ground US survey feet and East 1,758,884.75 ground US survey feet (NAD 83 (2011)); thence from the BEGINNING point (this point is at the northwest corner of the land acquired by Habitat for Humanity of Randolph County, N.C., Inc. by means of a deed recorded in the Office of the Register of Deeds for Randolph County, North Carolina (the “Randolph County Registry”) in Deed Book 2828, Page 206 (plat reference to Plat Book 182, Page 98, Randolph County Registry) and for which annexation has been requested (this land will be hereinafter referred to as the “Annexation Area”)) and proceeding along the proposed Asheboro satellite city limits line by running with the southern margin of the public right-of-way for McMasters Street, which also serves as the northern boundary of the Annexation Area, the next five bearings and distances: South 89 degrees 25 minutes 34 seconds East 67.71 feet to a 5/8-inch new iron rod flush with the ground; thence South 89 degrees 32 minutes 53 seconds East 67.45 feet to a 5/8-inch new iron rod flush with the ground; thence South 88

Mr. Leonard reported that Work Authorization No. 1 includes the construction phase services for a new corporate hangar, which was designated and bid under Work Authorization #6 (under Contract for Professional Services dated November 10, 2016). The construction scope includes site preparation, a concrete apron in front of the hangar, power supply to the hangar, and construction of an 80'X80' pre-engineered metal building.

The contractor has submitted multiple P-501 job mix formulas for the concrete apron in front of the new hangar that were incomplete and could not be approved. The contractor is having a revised P-501 job mix formula prepared and has submitted a revised schedule noting final project completion on September 20, 2023.

This Amendment is for Construction Phase services from the original contract expiration date of August 25, 2023, through the current anticipated completion date of September 20, 2023.

Council Member Bell moved, and Council Member Moffitt seconded the motion to approve the Amendment No. 1 to Work Authorization No. 1 to address additional engineering services needed as a result of Change Order #1 of the construction contract. The additional cost for Amendment 1 is \$8,723. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

(b) Approval of an Ordinance to Amend the Airport Improvements Fund

Ms. Reaves presented and recommended adoption, by reference, of an ordinance to amend the Airport Improvements Fund. Council Member Moffitt moved, and Council Member Bell 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.

71 ORD 11-23

**ORDINANCE TO AMEND
AIRPORT IMPROVEMENTS FUND II (#76)
FY 2023-2024**

WHEREAS, The City of Asheboro entered into a contract for professional services with W.K.Dickson & CO., Inc. on December 6, 2021 for engineering services relating to Corporate Hangar Construction associated with Federal Grant 36237.23.19.1.

WHEREAS, W.K.Dickson & CO., Inc has submitted Work Authorization No. 1 Amendment No. 1 to address additional engineering services needed as a result of Change order #1 of the Construction contract.

WHEREAS, the additional cost for Amendment 1 is \$8,723 and will covered by funding from Grant 36237.23.19.1.

WHEREAS, the City Council of the City of Asheboro desires to amend the budget as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina

Section 1: The following revenue line item be increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
76-000-301.0000-76	Federal Grant	8,723

The Buyer hereby contracts and agrees to buy the real property described herein for the purchase price stated below, and the Seller hereby contracts and agrees to sell and convey to the Buyer for the purchase price stated below all of that certain lot, tract, or parcel of real estate (hereinafter referred to as "**Parcel 1**") that is described in the following italicized paragraphs.

Grant Township, Randolph County, North Carolina:

BEGINNING in the eastern margin of the 60-foot public right-of-way for Zoo Parkway (North Carolina Highway 159) at a 1-inch existing iron pipe down two inches and located by means of the North Carolina Coordinate System at the coordinates of North 699,157.86 feet and East 1,763,303.42 feet (NAD 83 (2011)), this point is at the northwest corner of Parcel 1, which is to be acquired by the City of Asheboro (Parcel 1 consists of 3.250 acres (141,570 square feet), more or less, out of a total of 56.205 acres of land previously acquired by Tanner Investment Properties, LLC by means of a deed recorded in the Office of the Randolph County, North Carolina Register of Deeds (the "Randolph County Registry") in Book of Record 2868 at Page 1361 and with a Plat Reference of Plat Book 181, Page 35, Randolph County Registry); thence, from the described BEGINNING point, departing from the eastern margin of the public right-of-way for Zoo Parkway and following the northern boundary of Parcel 1 the next four bearings and distances: North 81 degrees 34 minutes 05 seconds East 109.67 feet along the Jonathan Bullington and Ashley L. Bullington property described in Deed Book 2698, Page 1462, Randolph County Registry (Lot 19 as shown in Plat Book 31, Page 5, Randolph County Registry) to a 5/8-inch existing iron rod up two inches; thence North 81 degrees 33 minutes 02 seconds East 99.98 feet along the Kimberly Dekle Hanna Fields property described in Deed Book 1927, Page 780, Randolph County Registry (Lot 18 as shown in Plat Book 31, Page 5, Randolph County Registry) to a 1/2-inch existing iron pipe down two inches; thence North 71 degrees 37 minutes 33 seconds East 101.33 feet along the Joan Beane Cockman and Johnnie Edwind Cockman property described in Deed Book 2511, Page 1316, Randolph County Registry (Lot 17 as shown in Plat Book 31, Page 5, Randolph County Registry) to a 1/2-inch existing iron pipe down two inches; thence North 71 degrees 37 minutes 42 seconds East 195.00 feet along the Johnny J. Harvell and Nancy H. Harvell property described in Deed Book 1827, Page 572, Randolph County Registry (Lot 16 and part of Lot 15 as shown in Plat Book 31, Page 5, Randolph County Registry) to a set 1-inch new iron pipe up two inches; thence departing from the northern boundary of Parcel 1 and proceeding along the eastern boundary of Parcel 1 the next two bearings and distances: South 19 degrees 25 minutes 40 seconds East 165.88 feet to a set 2-inch new iron pipe up two inches; thence South 29 degrees 48 minutes 20 seconds East 60.00 feet to a set 2-inch new iron pipe up two inches; thence departing from the eastern boundary of Parcel 1 and following the southern boundary of Parcel 1 the next two bearings and distances: South 60 degrees 11 minutes 40 seconds West 460.02 feet to a set 2-inch new iron pipe up two inches; thence in a southwesterly direction along the arc of a curve with a radius of 30.00 feet and an arc length of 49.42 feet a chord bearing and distance of South 13 degrees 00 minutes 21 seconds West 44.02 feet to a set 1-inch iron pipe up two inches in the eastern margin of the public right-of-way for Zoo Parkway; thence departing from the southern boundary of Parcel 1 and following the western boundary of Parcel 1 along the eastern margin of the public right-of-way for Zoo Parkway the next two bearings and distances: Northwestward along the arc of a curve with a radius of 1,203.94 feet and an arc length of 123.16 feet a chord bearing and distance of North 31 degrees 15 minutes 08 seconds West 123.11 feet to a computed point; thence continuing northwestward along the arc of a curve with a radius of 1,203.94 feet and an arc length of 270.65 feet a chord bearing and distance of North 21 degrees 52 minutes 53 seconds West 270.08 feet to the point and place of BEGINNING, and containing a total of 3.250 acres (141,570 square feet), more or less, in Parcel 1 as shown on that certain plat of survey drawn under the supervision of Thomas Scaramastra, Professional Surveyor with License Number L-4421. The referenced plat of survey, which is identified as Job # 23-002 and is titled "Minor Subdivision Plat for CITY OF ASHEBORO PROPERTY ACQUISITION," is recorded in Plat Book 183, Page 22, Randolph County Registry.

The purchase price for Parcel 1 is One Hundred Thirteen Thousand Seven Hundred Fifty and No Hundredths Dollars (\$113,750.00) to be paid in good funds by the Buyer on the date of closing.

The following terms and conditions have been agreed upon by the Buyer and Seller as the terms and conditions of sale.

1. The Buyer shall be responsible for obtaining a title examination and any other studies deemed appropriate in the sole discretion of the Buyer. If the results or findings of any such studies or examinations are not acceptable to the Buyer, written notice shall be provided to the Seller. The parties shall make a reasonable effort to resolve any unsatisfactory matters disclosed by the studies or examinations. If such unsatisfactory matters cannot be resolved prior to the closing date referenced below, the Buyer may, by means of written notice, terminate this Agreement without any penalty or cost to itself, and the parties will have no further rights or obligations regarding the sale of Parcel 1.
2. The Seller shall be responsible for the cost of preparing a North Carolina General Warranty Deed and all other instruments/documents necessary to perform the Seller's obligations under this Agreement, specifically including without limitation any release deed(s) needed from a lender in order to comply with the Seller's obligations under this Agreement.
3. The Seller shall be responsible for the payment of any excise tax (revenue stamps) associated with the conveyance of Parcel 1 from the Seller to the Buyer.
4. The Seller shall be responsible for ad valorem taxes prorated on a calendar year basis to the date of closing; Provided, however, the Seller shall be responsible for any and all deferred or rollback taxes.
5. All deeds of trust, liens, and other charges against Parcel 1 must be paid and cancellation obtained by the Seller prior to or at closing.
6. Title must be delivered at closing by means of a North Carolina General Warranty Deed and must be fee simple marketable title, free of all encumbrances and exceptions other than those specifically approved by the Buyer.
7. The Buyer shall be responsible for the cost of recording the North Carolina General Warranty Deed and for the payment of closing costs not otherwise assigned to the Seller by this Agreement. The closing costs to be paid by the Buyer specifically include the cost of any title search, title insurance, survey, and any other inspections/examinations undertaken by the Buyer.
8. Closing shall be completed on or before **December 29, 2023, TIME BEING OF THE ESSENCE WITH REGARD TO THE CLOSING DATE**. The closing shall be conducted by an attorney mutually agreeable to the parties to this Agreement.
9. This contract contains the entire agreement between the parties. There are no representations, inducements, or additional provisions other than those expressed herein. All changes, additions, or deletions hereto must be in writing and signed by both parties.
10. **Transfer of a Lot, Tract, or Parcel in an Unapproved Subdivision – N.C. Gen. Stat. § 160D-807**

This Agreement, at the time of its initial approval by the parties, utilized a description of Parcel 1 found on a preliminary plat that had not been recorded with the register of deeds. In compliance with the above-cited section of the North Carolina General Statutes, this Agreement includes the following provisions.

- (a) A copy of the unrecorded plat referenced in the Agreement is attached hereto as Exhibit 1 and is hereby incorporated into this Agreement by reference as if copied fully herein. The Seller agrees to deliver to the Buyer a copy of the recorded plat prior to closing and conveyance.

- (b) The **Buyer is hereby notified** that a final subdivision plat has not been approved or recorded at the time of the contract, no governmental body will incur any obligation to the Buyer with respect to the approval of the final subdivision plat, changes between the preliminary and final plats are possible, and the Agreement may be terminated without breach by the Buyer if the final recorded plat differs in any material respect from the preliminary plat.
- (c) If the approved and recorded final plat does not differ in any material respect from the plat referred to in the contract, the Buyer may not be required by the Seller to close any earlier than five days after the delivery of a copy of the final recorded plat.
- (d) If the approved and recorded final plat differs in any material respect from the preliminary plat referred to in the Agreement, the Buyer may not be required by the Seller to close any earlier than 15 days after the delivery of the final recorded plat, during which 15-day period the Buyer may terminate the Agreement without breach or any further obligation and may receive a refund of all earnest money or prepaid purchase price, if any.

DATE OF OFFER: _____

**CITY OF ASHEBORO
("BUYER"):**

By: _____ **(SEAL)**
David H. Smith, Mayor

ATTEST: _____
Holly H. Doerr, CMC, NCCMC, City Clerk

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

Deborah P. Reaves, Finance Officer

DATE OF ACCEPTANCE: _____

**TANNER INVESTMENT PROPERTIES, LLC
("SELLER"):**

By: _____ **(SEAL)**
Dan W. Tanner, II, Member/Manager

[Exhibit 1, which was referenced in the approved Offer to Purchase and Contract, is on file in the city clerk's office.]

- (d) After the adoption of the above offer to purchase and contract, Mr. Sugg presented a temporary access easement agreement between the City of Asheboro and Tanner Investment Properties, LLC. Subsequent to the city's successful acquisition of the described real property, this agreement would allow Tanner Investment Properties, LLC a temporary non-exclusive access easement over, under, and across a certain portion of the property acquired in accordance with the approved Offer to Purchase.

Council Member Bell moved, and Council Member Swiers seconded the motion to approve/adopt the following temporary access easement agreement. Council Members

Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers. There were no dissenting votes.

TEMPORARY ACCESS EASEMENT AGREEMENT

This instrument was prepared by Asheboro City Attorney Jeffrey C. Sugg, Post Office Box 1106, Asheboro, North Carolina 27204-1106.

Please place the recorded instrument in the box assigned to the City of Asheboro.

STATE OF NORTH CAROLINA COUNTY OF RANDOLPH

This **TEMPORARY ACCESS EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into, effective as of the date of the last signature affixed hereto, by and between the **CITY OF ASHEBORO**, a North Carolina municipal corporation, (the “**Grantor**”) and **TANNER INVESTMENT PROPERTIES, LLC**, a North Carolina limited liability company (the “**Grantee**”). Grantor and Grantee are collectively referred to as the “**Parties**” and individually, a “**Party**.” The designation Grantor and Grantee as used herein shall include the above-listed Parties and their heirs, successors, and assigns. The designation shall signify singular, plural, masculine, feminine, or neuter as required by context.

RECITALS:

WHEREAS, Grantor is the owner of a parcel or tract of land (the “**Grantor Property**”) that is described in a North Carolina General Warranty Deed recorded in the Office of the Register of Deeds for Randolph County, North Carolina (the “**Randolph County Registry**”) in Book of Record _____ at Page _____; and

WHEREAS, the Asheboro City Council has expressed its intent for the City of Asheboro to open, within one calendar year of the date of the acquisition of the Grantor Property in fee simple, a section of public street within the proposed 60-foot public right-of-way shown on the Grantor Property by a plat of survey recorded in Plat Book _____, Page _____, Randolph County Registry; and

WHEREAS, Grantee is the owner of real property planned for future development to the east and south of the Grantor Property; and

WHEREAS, Grantee has requested of the Asheboro City Council a temporary non-exclusive access easement across the Grantor Property for use in advance of the opening of the planned section of public street on the Grantor Property; and

WHEREAS, in consideration of the assistance provided to the City of Asheboro by Tanner Investment Properties, LLC during the acquisition of the Grantor Property, the Asheboro City Council has agreed, as described herein, to approve for the benefit of the Grantee a temporary non-exclusive access easement over, under, and across a certain portion of the Grantor Property.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Grantor hereby gives, grants, and conveys to the Grantee the temporary non-exclusive access easement described in Section 1 of this Agreement.

Section 1. Temporary Non-Exclusive Access Easement. For the benefit of the Grantee's real property (53 acres, more or less, shown as "REMAINING AREA FUTURE DEVELOPMENT" on the plat of survey recorded in Plat Book __, Page __, Randolph County Registry), the Grantor hereby grants and conveys to Grantee a temporary non-exclusive access easement (hereinafter the "Access Easement") for the purpose of providing ingress, egress, and regress for pedestrian and vehicular traffic to the Grantee's property, on a temporary basis, over and across that certain area on the Grantor Property that is described in the following italicized paragraphs.

Grant Township, Randolph County, North Carolina:

BEGINNING at a computed point in the eastern margin of the 60-foot public right-of-way for Zoo Parkway (North Carolina Highway 159), this computed point is located with the aid of the North Carolina Coordinate System by following, from the BEGINNING point, the eastern margin of the public right-of-way for Zoo Parkway in a northwesterly direction along the arc of a curve with a radius of 1,203.94 feet and an arc length of 270.65 feet a chord bearing and distance of North 21 degrees 52 minutes 53 seconds West 270.08 feet to a 1-inch existing iron pipe down two inches and located at the coordinates of North 699,157.86 feet and East 1,763,303.42 feet (NAD 83 (2011)); thence, from the described BEGINNING point, running with the western margin of the Access Easement granted herein by following the eastern margin of the public right-of-way for Zoo Parkway in a southeasterly direction along the arc of a curve with a radius of 1,203.94 feet and an arc length of 123.16 feet a chord bearing and distance of South 31 degrees 15 minutes 08 seconds East 123.11 feet to a set 1-inch new iron pipe up two inches in the eastern margin of the public right-of-way for Zoo Parkway; thence departing from the eastern margin of the public right-of-way for Zoo Parkway and following the southern margin of the Access Easement in a northeasterly direction along the arc of a curve with a radius of 30.00 feet and an arc length of 49.42 feet a chord bearing and distance of North 13 degrees 00 minutes 21 seconds East 44.02 feet to a set 2-inch new iron pipe up two inches; thence continuing to follow the southern margin of the Access Easement North 60 degrees 11 minutes 40 seconds East 460.02 feet to a set 2-inch new iron pipe up two inches; thence departing from the southern margin of the Access Easement and running North 29 degrees 48 minutes 20 seconds West 60.00 feet along the eastern margin of the Access Easement to a set 2-inch new iron pipe up two inches; thence departing from the eastern margin of the Access Easement and running with the northern margin of the Access Easement the next two bearings and distances: South 60 degrees 11 minutes 40 seconds West 463.05 feet to a computed point; thence in a northwesterly direction along the arc of a curve with a radius of 30.00 feet and an arc length of 47.90 feet a chord bearing and distance of North 74 degrees 03 minutes 49 seconds West 42.97 feet to the point and place of BEGINNING, and containing a total of 30,004 square feet, more or less, in the Access Easement as shown on that certain plat of survey drawn under the supervision of Thomas Scaramastra, Professional Surveyor with License Number L-4421. The listed plat of survey is titled "Minor Subdivision Plat for CITY OF ASHEBORO PROPERTY ACQUISITION" and is further identified as Job # 23-002.

The above-described Access Easement area encompasses the same 30,004-square foot area that is labeled on the "Minor Subdivision Plat for CITY OF ASHEBORO PROPERTY ACQUISITION" as "PROPOSED 60' FUTURE PUBLIC R/W Area 30,004 Sq. Ft. (included in Parcel 1) FEE SIMPLE OWNERSHIP BY CITY OF ASHEBORO." The listed minor subdivision plat has been recorded in Plat Book ____, Page ____, Randolph County Registry.

Section 2. Duration and Maintenance of the Access Easement. The Access Easement conveyed herein shall expire under the terms of this Agreement, and without any further action by either Party, at the earlier of either the opening of the labeled section of publicly maintained street on the Grantor Property or at 11:59 p.m. on December 31, 2025. The Parties mutually agree that no easement granted pursuant to this Agreement will continue beyond December 31, 2025.

The Grantor, and its successors and assigns, shall be responsible for the maintenance of the area within the Access Easement; Provided, however, the Grantor shall not be responsible for repairing any damage that is caused by the willful misconduct or negligent actions of Grantee or its agents, lessees, sublessees, employees, contractors, subcontractors, licensees, invitees, successors, and/or assigns. The Grantee shall be solely responsible for

any repair work attributable to the willful misconduct or negligent actions of the Grantee or its agents, lessees, sublessees, employees, contractors, subcontractors, licensees, invitees, successors, and/or assigns.

Section 3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their legal representatives, successors, and assigns. The Grantor covenants with the Grantee that it is seized of the Grantor Property in fee simple and has the right to convey the Access Easement contained herein.

Section 4. Indemnification. The Grantee hereby agrees to indemnify, defend, and hold harmless the Grantor, and its city council members, employees, successors, and assigns, from and against all liabilities, judgments, demands, causes of action, claims, losses, damages, costs, and expenses of whatever nature (i) arising from any negligent act or omission of the Grantee or its contractors, tenants, licensees, invitees, agents, servants, or employees related to their use of the easement granted herein, or (ii) arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law resulting from any act or neglect of the Grantee or its contractors, tenants, licensees, invitees, agents, servants, or employees related to their use of the easement granted herein. This indemnity and hold harmless provision shall include indemnity against all costs, expenses, and liabilities, including reasonable attorneys' fees, incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, and this indemnity shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, the aforementioned indemnity shall not apply to the extent that any liabilities, judgments, demands, causes of action, claims, losses, damages, costs, and expenses arise from or are caused by the negligence or willful misconduct of any party who is seeking indemnification.

Section 5. Notice. All notices, demands, and requests which may or are required to be given shall be in writing and shall be sent by United States certified mail or registered mail, return receipt requested, postage prepaid or by overnight courier, receipt confirmed by recipient, as provided in this Section 5. Such notice shall be deemed given on the date such notice is received or refused. The notice address may only be changed upon the recordation of a separately filed document with the changed notice address. The notice addresses for the parties are printed on the next page. The remainder of this page has been intentionally left blank.

Addressed to Grantor:

City of Asheboro
Post Office Box 1106
Asheboro, North Carolina 27204-1106
Attn: John N. Ogburn, III, City Manager

Addressed to Grantee:

Tanner Investment Properties, LLC
1016 Worth Street
Asheboro, North Carolina 27203-5016
Attn: Dan W. Tanner, II, Member/Manager

Section 6. Headings. The headings of the sections contained herein are intended for reference purposes only and shall not be used to interpret the provisions contained herein or the rights granted hereby.

Section 7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Section 8. Amendments. This Agreement may be modified, amended, or it may be abrogated or rescinded, in whole or in part, from time to time only when evidenced by a written document executed by Grantor and Grantee, or their successors and assigns.

Section 9. Governing Law. This Agreement shall be construed under and governed by the laws of the State of North Carolina.

Section 10. Entire Agreement. This Agreement together contains the entire agreement between the parties, and there are no other terms, conditions, promises, undertakings, statements, or representations, either written or oral or express or implied, concerning the matters addressed in this Agreement.

IN WITNESS WHEREOF, the Parties have each executed this Agreement in duplicate originals.

GRANTOR:

CITY OF ASHEBORO,
a North Carolina municipal corporation

By: _____
David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, the undersigned Notary Public of _____ County, North Carolina, do hereby certify that Holly H. Doerr, who is personally known by me, appeared in person before me this day and acknowledged that she is the City Clerk for the City of Asheboro, a North Carolina municipal corporation, and that, by authority duly given and as the act of the municipal corporation, the foregoing Agreement was voluntarily signed by Mayor David H. Smith for the purpose stated therein with Ms. Doerr affixing the municipal corporation's seal and attesting the Agreement in her capacity as City Clerk for the City of Asheboro.

WITNESS my hand and official seal or notarial stamp, this the _____ day of _____, 2023.

Notary Public's Signature

NOTARIAL SEAL

Notary Public's Printed or Typed Name

My commission expires:

IN WITNESS WHEREOF, the Parties have each executed this Agreement in duplicate originals.

GRANTEE:

TANNER INVESTMENT PROPERTIES, LLC,

a North Carolina limited liability company

By: _____
Dan W. Tanner, II, Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, the undersigned Notary Public of _____ County, North Carolina, do hereby certify that Dan W. Tanner, II personally appeared before me this day and acknowledged that he is the Member/Manager of Tanner Investment Properties, LLC, a North Carolina limited liability company, and that, by authority duly given and as the act of the limited liability company, he signed the foregoing Agreement in the limited liability company's name and on its behalf as its act and deed.

WITNESS my hand and official stamp or notarial seal, this the _____ day of _____, 2023.

Notary Public's Signature

NOTARIAL SEAL

Notary Public's Printed or Typed Name

My commission expires:

19. Update on the Contested Case Pending in the Office of Administrative Hearings that Pertains to the Issuance of the NPDES permit to Asheboro

Water Resources Director Michael Rhoney, PE updated the city council on the NPDES permit case pending in the Office of Administrative Hearings. This contested case challenges DEQ/DWR's inclusion of a new effluent standard/limit for 1, 4-dioxine in the Renewed NPDES Permit recently issued by DEQ/DWR to the city.

Due to the conflict of interest concerns, the city needs to retain new outside legal counsel to represent the city's interests and concerns in this contested case. Mr. I. Clark Wright, Jr. with the law firm of Davis Hartman Wright LLP has been identified by city staff as well-qualified to represent the city's interests in this contested case. Accordingly, Mr. Rhoney requested council authorization for the city manager to execute a legal services agreement with Mr. Wright and his law firm.

After discussion, Council Member Bell moved, and Council Member Heath seconded the motion to approve the city manager's execution of the described letter agreement with I. Clark Wright, Jr. and the law firm of Davis Hartman Wright LLP. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

20. Discussion of Potential Changes in the City Council's Schedule of Regular Meetings in 2024

Mayor Smith led a discussion of the city council's regular meeting schedule for the 2024 calendar year. Due to the New Year's Day Holiday, the January meeting will be scheduled for January 11, 2024, and due to the Independence Day Holiday, the July meeting will be scheduled for July 11, 2024. No other scheduling changes were proposed.

An ordinance setting the schedule for regular meetings during the 2024 calendar year will be presented for adoption during the city council's next regular meeting on December 7, 2023.

21. Upcoming Events and Items Not on the Agenda

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

There being no further business, the meeting was adjourned at 9:41 p.m.

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

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