

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, APRIL 9, 2015
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 officials and members present:

David H. Smith) – Mayor Presiding

Talmadge S. Baker)
Clark R. Bell)
Edward J. Burks)
Linda H. Carter) – Council Members Present
Walker B. Moffitt)
Charles W. Swiers)

Michael W. Hunter) – Council Member Absent

John N. Ogburn, III, City Manager
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Jason A. Hanson, Police Lieutenant
Leigh Anna Johnson, Public Information Officer
Michael L. Leonard, P.E., City Engineer
Trevor L. Nuttall, Community Development Director
Steven O. Paye, Safety Coordinator
Deborah P. Reaves, Finance Director
Michael D. Rhoney, P.E., Water Resources Director
James O. Smith, Assistant Chief of Police
Jeffrey C. Sugg, City Attorney
E. Todd Swaney, Police Captain
Jody P. Williams, Chief of Police

1. Call to order.

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

2. Moment of silent prayer and pledge of allegiance.

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

3. Presentation by Bryan Leaird with the North Carolina League of Municipalities' Risk Management Services.

Mr. Bryan Leaird with the North Carolina League of Municipalities' Risk Management Services presented Mayor Smith with a plaque for the city's successful participation in the Fit Responder Program sponsored by the North Carolina League of Municipalities. Within one year, the city was able to reduce the number of days out of work due to injuries from 378 in 2013 to 99 in 2014.

The Fit Responder Program was initially designed to reduce injuries among public safety employees by teaching four different tools: passive stretching, active stretching, and two different types of self-massage. This program has been implemented among all of the city's full-time employees, not just the public safety employees.

4. Recognition of retired Chief of Police Ralph Norton for his years of dedicated service to the City of Asheboro.

On behalf of the Asheboro Police Department, Chief Williams presented Chief Norton with a plaque that included his badge as a token of gratitude for his loyal service to the City of Asheboro from August 1, 1988 until March 1, 2015. In addition to his badge, Chief Williams and Captain Swaney presented Chief Norton with his service side arm that he carried at the time of his retirement.

Additionally, on behalf of the City Council and the City Manager's office, Mr. Ogburn presented Chief Norton with a retirement plaque from the municipal corporation as well as the Order of the Long Leaf Pine from the office of Governor Pat McCrory.

5. Consent agenda:

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

- (a) The minutes of the City Council's special meeting on March 4, 2015.**
- (b) The minutes of the City Council's regular meeting on March 5, 2015.**
- (c) The findings, conclusions of law, and order authorizing a subdivision ordinance variance (Case No. SUB-15-01) and the issuance of a special use permit (Case No. SUP-15-02).**

Case Nos. SUB-15-01 and SUP-15-02
City Council
City of Asheboro

IN THE MATTER OF THE APPLICATION BY CAROLINA BANK FOR A VARIANCE FROM THE
SUBDIVISION ORDINANCE AND A SPECIAL USE PERMIT AUTHORIZING A RESIDENTIAL
PLANNED UNIT DEVELOPMENT

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING, WITH CONDITIONS, THE
REQUESTED LAND USE APPROVALS

THIS MATTER came before the Asheboro City Council ("Council") for a properly advertised combined quasi-judicial hearing on Carolina Bank's application for a variance from the subdivision ordinance and for a Special Use Permit ("SUP") authorizing a residential planned unit development ("PUD"). The hearing was opened and sworn testimony received during a regular meeting of the Council on March 5, 2015. Having considered all competent evidence and argument, the Council, on the basis of competent, material, and substantial evidence, does hereby enter the following:

FINDINGS OF FACT

1. Carolina Bank ("Applicant") initiated these land use cases in order to extend the existing Olde Towne Village Subdivision into a new phase of development, Phase III, on real property owned by the bank. The proposed Phase III of Olde Towne Village is located within Asheboro's city limits at the southern terminus of Olde Towne Parkway on land described as a portion of the parcel of land identified by Randolph County Parcel Identification Number 7741971724 and labeled "Area for Future Development" on the plat of survey recorded in Plat Book 109, Page 64, Randolph County Registry.

2. In order to develop Phase III of the Olde Towne Village Subdivision, the Applicant has properly submitted the prescribed application materials for the following land use approvals: (a) A variance from the specification in the subdivision ordinance requiring a minimum amount of recreation space in the proposed Phase III; (b) A SUP authorizing a PUD; and (c) A subdivision sketch design plat for review and approval.

3. The above-described real property that will be subject to the requested SUP is approximately 18.03 acres in size (the proposed PUD consists of approximately 6.03 acres and an area for future development consists of approximately 12 acres). The said 18.03 acres, more or less, will be hereinafter referred to as the "Zoning Lot".

4. The Zoning Lot is located in an R15 zoning district.

5. The Applicant is proposing to develop a PUD consisting of five detached single-family dwellings, and a SUP is needed because, pursuant to the zoning ordinance's Table 200-2 (Table of Permitted Uses by District), a PUD is permitted in an R15 zoning district by SUP only.

6. Due to the need for a SUP, the proposed PUD must comply with the regulations specified in Article 600 of the zoning ordinance for planned unit developments.

7. Pursuant to Section 630, Subsection A.2. of the zoning ordinance, an application for a SUP authorizing a PUD must be reviewed simultaneously with a subdivision plat submitted in compliance with the subdivision ordinance.

8. The Applicant is proposing to extend Olde Towne Parkway, which is a city-maintained street, in accordance with city's construction standards.

9. Under the subdivision ordinance, the Applicant's proposal is classified as a "major" subdivision, and the Applicant has submitted a subdivision sketch design plat for review and approval.

10. Without a variance from the recreation space requirements found in Article X, Section IV.C.9 of the subdivision ordinance, the Applicant's sketch design plat will be non-compliant with the subdivision ordinance. Thus, without a variance from this subdivision ordinance requirement, the application for a SUP will not meet the required conditions and specifications of the zoning ordinance.

11. Article IV, Section VII of the subdivision ordinance, which contains the legal provisions for obtaining variances from the said ordinance, provides as follows:

Where, because of severe topographical or other conditions peculiar to the site, strict adherence to the provisions of this Ordinance would cause an unnecessary hardship, the City Council(,) upon recommendation of the Planning Board, may authorize a variance to the terms of this Ordinance only to the extent that is absolutely necessary and not to an extent which would violate the intent of the Ordinance. All requests for variances shall be submitted in writing, by the subdivider or his agent, to the Planning Department. Such request shall be accompanied by materials providing sufficient evidence to support the claim of hardship.

12. In furtherance of the Applicant's request for a variance from the subdivision ordinance, an authorized officer of the Applicant, Mr. John H. Walters, wrote in a letter, dated February 11, 2015, as follows:

Carolina Bank is currently seeking approval from the City of Asheboro for the above subject project (Olde Towne Village Phase III, Recreation Area). Due to topographic constraints for the project, we are requesting a variance for the required recreation area. The project will set aside +/- 5.34 acres of open space which is equivalent to +/- 88% of the project above the 52% minimum required.

Please consider this request for variance.

13. The following individuals appeared on behalf of the Applicant at the hearing of this matter and provided sworn testimony in support of the Applicant's requests:

- (a) Lawson Brown, Esq.;
- (b) Aden R. Stoltzfus, P.E.; and
- (c) Paul G. Milam, North Carolina Real Estate Broker.

14. Steep slopes are present on the Zoning Lot, and uncontroverted testimony established that these topographic challenges place limitations on the ability of the Applicant to utilize the Zoning Lot's acreage for recreation space.

15. Without a variance, the subdivision ordinance would require a minimum of 4,207 square feet of recreation space for Phase III of Olde Towne Village.

16. Phase III of the Olde Towne Village subdivision will exceed the open space requirements of the subdivision ordinance by providing approximately 88% open space rather than the mandated minimum of 52%.

17. The adjoining residential planned unit development, Phase II of the Olde Towne Village, is anticipated to provide 7,000 square feet of recreation space in excess of the requirements of the subdivision ordinance. Ultimately, these phases of Olde Towne Village will be integrated, and the residents in Phase III of the subdivision are to have access to the recreation space in Phase II of the subdivision.

18. Prior to the Council's consideration of this case, the City of Asheboro Planning Board considered the subdivision variance request and the sketch design plat submitted by the Applicant. The Planning Board recommended approval of the subdivision ordinance variance request and the subdivision sketch design plat.

19. The Zoning Lot is located in an area designated on the growth strategy map for long range growth, and the proposed land development plan map identifies the area as suburban residential.

20. The report submitted by the city's community development director indicated the following land uses surrounded the Zoning Lot:

North: Residential PUD	East: Low-Density Residential and Undeveloped
South: Undeveloped	West: Low-Density Residential and R15 Subdivision

21. The Zoning Lot is impacted by a 100-year floodplain. The Applicant proposes to locate development outside of the flood area.

22. The Applicant submitted building elevations for review, and these submittals were compliant with the zoning ordinance.

23. The Applicant is proposing only residential land uses for the Zoning Lot. There is no evidence to suggest the presence of hazardous materials beyond those materials and supplies commonly associated with residential activities.

24. Municipal water and sanitary sewer services will be extended into the new phase of development.

25. The Applicant's real estate broker, Paul G. Milam, offered uncontroverted testimony that he had reviewed sales around properties comparable to the proposed PUD, and, in his professional opinion, the proposed PUD would not negatively impact the value of adjoining properties.

26. The city's planning staff offered the following suggested conditions for attachment to any SUP that might be approved by the Council:

- (a) Additions located to the rear of individual dwellings or the enclosure of patios and porches shall not be considered a modification of the SUP;
- (b) Homeowners association documents prohibiting recreational vehicle (including boat) parking as required by the subdivision ordinance shall be submitted and recorded with the final plat;
- (c) In addition to demonstrating compliance with the City of Asheboro Subdivision Ordinance, any subdivision plat submitted for review and approval shall provide adequate turnaround and maneuvering space on existing and future public streets for municipal vehicles, specifically including garbage trucks and fire trucks;
- (d) The site plan submitted by the Applicant indicates a future development area on the Zoning Lot that may include land uses for which a SUP is not required. Land use activities that do not require a SUP are authorized to the full extent permitted by the Asheboro Zoning Ordinance. So long as the future land use activities are permitted under the Asheboro Zoning Ordinance without the issuance of a SUP, such engagement in these permitted land use activities shall not be deemed to be a modification requiring the issuance of a new SUP; and
- (e) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the owner(s) of the Zoning Lot shall properly execute and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to the SUP in the chain of title for the Zoning Lot.

27. The Applicant's attorney testified that the Applicant does accept and will comply with the conditions suggested by the city's planning staff.

28. No testimony was offered in opposition to the land use approvals requested for the Zoning Lot.

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

CONCLUSIONS OF LAW

1. Because of the topographical conditions present on the Zoning Lot as well as the unique manner in which the adjoining phases of the development will be integrated so as to enable the residents of the different phases of the subdivision's development to share amenities, the Council is authorized to grant the requested variance from the subdivision ordinance.

2. With the approval of the requested subdivision ordinance variance, the proposed subdivision sketch design plat is compliant with the subdivision ordinance.

3. The Council has concluded that, with the staff suggested conditions, the requested Special Use Permit can be issued on the basis of the following rationale:

- (a) The proposed PUD will not materially endanger the public health or safety if the proposed land use is located where proposed and developed according to the plan as submitted and approved;
- (b) The evidence received during the public hearing established that the proposed land use does meet all of the required conditions and specifications of the zoning ordinance;

- (c) The evidence presented during the course of the hearing of this matter established that the proposed land use will not substantially injure the value of the adjoining or abutting property; and
- (d) The location and character of the Applicant's proposed land use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located and in general conformity with the plan of development of Asheboro and its environs.

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

ORDER

The Applicant, and its heirs, successors, and assigns, is hereby granted the following land use approvals:

(1) The requested variance from the City of Asheboro Subdivision Ordinance, as described hereinabove, is hereby approved.

(2) Subject to the following conditions, a SUP authorizing the requested PUD is hereby approved for the Zoning Lot. The continuing validity of this permit is hereby made expressly contingent upon the Applicant, and its heirs, successors, and assigns, complying at all times with the applicable provisions of the Asheboro Zoning Ordinance, including without limitation the site plan approved by this Order, and, furthermore, accepting and remaining in strict compliance with the following supplementary conditions:

(A) Additions located to the rear of individual dwellings or the enclosure of patios and porches shall not be considered a modification of the SUP;

(B) Homeowners association documents prohibiting recreational vehicle (including boat) parking as required by the subdivision ordinance shall be submitted and recorded with the final plat;

(C) In addition to demonstrating compliance with the City of Asheboro Subdivision Ordinance, any subdivision plat submitted for review and approval shall provide adequate turnaround and maneuvering space on existing and future public streets for municipal vehicles, specifically including garbage trucks and fire trucks;

(D) The site plan submitted by the Applicant indicates a future development area on the Zoning Lot that may include land uses for which a SUP is not required. Land use activities that do not require a SUP are authorized to the full extent permitted by the Asheboro Zoning Ordinance. So long as the future land use activities are permitted under the Asheboro Zoning Ordinance without the issuance of a SUP, such engagement in these permitted land use activities shall not be deemed to be a modification requiring the issuance of a new SUP; and

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

The above-listed findings, conclusions, and order were adopted by the Asheboro City Council in open session during a regular meeting of the Council that was held on April 9, 2015.

/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

- (d) **Acknowledgement of the receipt of the minutes of the Asheboro ABC Board's meeting on February 2, 2015.**
- (e) **Award of contracts for the supply of chemicals to the city for the period from April 16, 2015 to April 15, 2016.**

The following bids were identified as the lowest responsive, responsible bids submitted during the bid process conducted by the Water Resources Division, and a contract was awarded to each vendor identified as providing the low bid for a specific chemical:

- (i) Bid for liquid alum by Chemtrade Chemicals US, LLC at \$245.00/ton.
 - (ii) Bid for liquid caustic by Brenntag Mid-South at \$424.00/ton.
 - (iii) Bid for fluosilicic acid by Pencoco, Inc. at \$459.50/ton.
 - (iv) Bid for sodium hypochlorite by UNIVAR, USA, Inc. at \$0.5590/gallon.
 - (v) Bid for calcium nitrate by Evoqua Water Technologies at \$0.5771/pound of nitrate oxygen.
- (f) **A resolution authorizing the entry of the city into an agreement with the East Side Improvement Association, Inc. to lease building space at 624 Brewer Street.**

RESOLUTION NUMBER 11 RES 4-15

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

APPROVAL OF A LEASE AGREEMENT WITH EAST SIDE IMPROVEMENT ASSOCIATION, INC. FOR CLASSROOM AND STORAGE SPACE AT 624 BREWER STREET

WHEREAS, the Asheboro City Council has been considering renting a limited amount of classroom space and associated storage space for a community policing resource center on the former campus of the Central School; and

WHEREAS, proposed terms and conditions for the rental of space by the City of Asheboro from the East Side Improvement Association, Inc. have been reduced to writing and have been attached to this Resolution in the form of a legal instrument identified as ATTACHMENT A, the said ATTACHMENT A is hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the Asheboro City Council has concluded that entry into the proposed lease agreement is beneficial to the long-term interests of the municipal corporation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that the proposed lease agreement attached to this Resolution as ATTACHMENT A is hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that City Manager John N. Ogburn, III is hereby authorized to execute on behalf of the City of Asheboro all documents and instruments necessary to carry into full force and effect the said lease agreement.

This resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 9th day of April, 2015.

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

ATTEST:

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

ATTACHMENT A

STATE OF NORTH CAROLINA

**LEASE AGREEMENT
(624 Brewer Street)**

COUNTY OF RANDOLPH

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this ____ day of April, 2015, by and between **EAST SIDE IMPROVEMENT ASSOCIATION, INC.**, a North

Carolina non-profit corporation with its principal office located in Randolph County, North Carolina, (the said non-profit corporation shall be hereinafter referred to as the "Lessor") and **THE CITY OF ASHEBORO, NORTH CAROLINA**, a North Carolina municipal corporation located in Randolph County, North Carolina, (the said municipal corporation shall be hereinafter referred to as the "Lessee").

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. PREMISES/PROPERTY: (Note: "Premises" is the actual space being leased, and "Property" is the broader site/location of the Premises.)

Subject to the terms and conditions hereinafter set forth, Lessor does let and lease to Lessee, and Lessee accepts as tenant of Lessor the following described property (hereinafter referred to as the "Premises") that is located in the City of Asheboro, Randolph County, North Carolina. The Premises are more particularly described as follows:

A total area of 891 square feet (828 square feet of classroom space and 63 square feet of closet space), more or less, as shown on the diagram attached to this instrument as EXHIBIT 1 and incorporated into this Agreement by reference as if copied fully herein. The said 891 square feet of leased classroom and closet space is located within the Lessor's building at 624 Brewer Street in the City of Asheboro. The Property or parcel of land upon which the building is located is identified by Randolph County Parcel Identification Number 7761146503 and is more specifically described by a North General Warranty Deed recorded on November 25, 2014, in Book 2417, Page 692, Randolph County Registry.

All facilities furnished at the Property and designated for the general use, in common, of occupants of the Property (inclusive of the Lessee hereunder) and their invitees, agents, or employees, with such facilities including but not limited to restroom facilities, parking areas, streets, driveways, sidewalks, canopies, roadways, loading platforms, shelters, ramps, landscaped areas, exterior water faucets, exterior lighting fixtures, signs, and other facilities whether of a similar or dissimilar nature (the foregoing list of facilities shall be hereinafter collectively referred to as "Common Areas") shall at all times be subject to the exclusive control and management of the Lessor. Lessor shall have the right from time to time to change the area, level, location, and arrangement of the Common Areas and to restrict parking by Lessee and its employees to employee parking areas, to make rules and regulations that are reasonable and consistent with the terms and conditions of this Agreement, and to do such things from time to time as in Lessor's reasonable discretion may be necessary regarding the Common Areas.

Lessee and its invitees, agents, or employees shall have a non-exclusive right, in common with other tenants at the Property, to the use of the Common Areas at the Property, subject to the terms hereof.

SECTION 2. TERM:

The term of this lease shall be for a period of twelve (12) calendar months commencing at 12:01 a.m. on the 1st day of May, 2015, and ending at midnight on the 30th day of April, 2016.

Lessee shall have the option of renewing this Agreement, upon written notice given to the Lessor at least sixty (60) days prior to the end of the then expiring term of this Agreement, for five (5) additional terms of twelve (12) calendar months each.

SECTION 3. RENTAL/LATE FEE:

Lessee agrees to pay Lessor, without notice or demand, an annual rental of Nine Thousand and No Hundredths Dollars (\$9,000.00) payable in equal monthly installments of Seven Hundred Fifty and No Hundredths Dollars (\$750.00), in advance on or before the 5th day of each month during the term hereof. Upon execution of this Agreement, Lessee shall pay to Lessor the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30-day month.

In the event rental is not paid on or before the 10th day of any month during the term hereof, a late fee in the amount of five percent (5%) of the monthly rental then due shall accrue and be paid to Lessor along with the payment of monthly rental.

SECTION 4. PERMITTED USE:

The Lessee shall use and occupy the Premises for the exclusive purpose of operating a community policing resource center and for no other purpose without the written consent of Lessor. Lessee shall promptly comply with all laws, ordinances, and lawful requirements of governmental authorities affecting the Premises hereby leased.

SECTION 5. ALTERATIONS AND IMPROVEMENTS:

During the term hereof, Lessee may make such alterations and improvements as may be necessary for the use of the Premises; provided, however, that the Lessee shall make no structural alterations without the prior written consent of the Lessor. Such work shall be performed in a first-class, workmanlike manner and shall not weaken or impair the structural integrity of the Premises or change the purposes for which the Premises may be used. All work shall be accomplished according to plans and specifications which shall be first submitted to and approved by the Lessor. Prior to the commencement of such alterations or improvements, the Lessee shall be responsible for and shall secure all governmental permits.

Upon the expiration or earlier termination of this Agreement, all alterations, additions, and improvements shall, at the option of the Lessor, remain upon the Premises and become the property of the Lessor; provided, however, that Lessor may require the Lessee to remove such alterations or improvements upon the expiration or earlier termination of this Agreement and repair all damages incidental to such removal.

SECTION 6. MAINTENANCE:

Lessor agrees to keep in good repair the roof, foundation, structural supports, exterior walls (inclusive of all glass and exterior doors), and the Common Areas of the Property, except for repairs rendered necessary by the negligence or intentional wrongful acts of the Lessee, its employees, its agents, its invitees, or its contractors.

Lessee accepts the Premises in their present condition and as suited for the Lessee's intended use. Lessee, throughout the initial term of this Agreement and any extensions or renewals thereof, covenants that it will keep the Premises in good order and repair, except those repairs expressly required to be made by Lessor hereunder. Lessee agrees to return the Premises to the Lessor at the expiration or prior termination of this Agreement in as good of a condition and state of repair as existed at the commencement of this Agreement, natural wear and tear and damage by fire, storm, lightning, earthquake, or other casualty excepted.

SECTION 7. ASSIGNMENT AND SUBLETTING:

Lessee shall not assign or sublet the Premises or any part thereof without prior written approval of the Lessor, which such approval shall not be unreasonably withheld.

SECTION 8. DAMAGE BY FIRE OR OTHER CASUALTY:

If the Premises shall be partially damaged by fire or other casualty without fault or neglect of the Lessee, its employees, agents, invitees, or contractors, the damages may, at Lessor's option, be repaired by and at the expense of the Lessor and the rental due herein shall be apportioned according to the part of the Premises rendered untenable for the Lessee's ordinary purposes; provided, however, that if the Premises cannot be restored and repaired with reasonable diligence within ninety (90) days of the damage, the Lessee, at its option, may terminate and cancel this Agreement as of the date of such damage upon written notice to Lessor.

If the Lessor shall decide not to restore or rebuild the said improvements as provided above, then, provided the Lessee shall not be in default under this Agreement, the term of this Agreement shall expire as of the date of such damage or destruction.

If such damage or destruction is due to the fault or neglect of the Lessee, its employees, agents, invitees, or contractors, without prejudice to any other rights and remedies of the Lessor and without prejudice to the rights of subrogation of the Lessor's insurer, the damage may be repaired by the Lessor, but there shall not be any apportionment or abatement of rent.

SECTION 9. INSURANCE:

During the term hereof, the Lessor shall keep the improvements on the Property insured against loss or damage from fire and other casualties in such companies as the Lessor shall select, and the Lessor shall be solely responsible for payment of the premiums due thereon in a timely manner. All insurance coverage herein provided for shall be for the benefit of the Lessor and the holder of any deed of trust upon the premises, as their interests may appear, and all sums available thereunder shall be paid to, held, and disbursed by the Lessor and such trustee, for the purpose of paying the cost, in whole or in part to the Lessor, of restoring and rebuilding the Property in case of loss or damage by fire or other casualty insured. Should any amount of insurance proceeds remain after completion and the payment for the work performed, such amount shall be paid to and belong to the Lessor.

All of Lessee's personal property of every kind and description, and all its fixtures and equipment which may at any time be in the Premises, shall be Lessee's sole risk with respect to loss by fire, theft, or other casualty unless said losses are by the result of negligence on the part of the Lessor.

SECTION 10. UTILITIES:

The Lessor shall pay the costs of all utilities that serve the Premises and Property.

SECTION 11. TAXES:

Lessor shall pay all taxes (including but not limited to ad valorem taxes, special assessments, and any other governmental charges) on the Property.

SECTION 12. RIGHT OF ENTRY:

The Lessor, its agents, and other representatives shall have the right to enter into and upon the Premises at all reasonable hours for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation of the Premises and the Property. Nothing herein contained, however, shall be deemed or construed to impose upon the Lessor any obligation or responsibility or liability whatsoever for the care, supervision, or repair of the Premises other than as herein provided.

SECTION 13. DEFAULT:

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Lessee:

- (A) The abandonment of the Premises by Lessee [absence from the premises for ten (10) days after failure to pay rent shall constitute an event of abandonment];
- (B) The failure of Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice of such failure; and
- (C) The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Agreement where such failure shall continue for a period of fifteen (15) days after written notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that it cannot be cured solely by payment of money and that more than fifteen (15) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee shall commence such cure within said fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

SECTION 14. REMEDIES UPON DEFAULT:

In the event of material breach of this Agreement by Lessee, Lessor, in addition to all other rights or remedies it may have, shall have the immediate right to terminate this Agreement, upon fifteen (15) days written notice to Lessee, and also the immediate right, with or without termination of this lease, of re-entry upon and taking possession of the Premises, and Lessor may remove all persons and property from the Premises; such property may be removed and stored in any other place for the account of and at the expense and risk of Lessee. Lessee hereby waives all claims for damages which may be caused by such re-entry of Lessor and taking possession of the Premises or removing or storing property, as herein provided, and no such re-entry shall be considered or be construed to be a forcible entry. Should Lessor elect to re-enter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this lease or relet the Premises for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable, with the right to make alterations and repairs to the Premises. Rental received by Lessor from such reletting shall be applied first to the payment of any indebtedness, other than rent due and unpaid hereunder, from Lessee to Lessor; second, to the payment of rent due and unpaid hereunder; third, to the payment of any costs of such reletting; fourth, to the payment of the cost of removal of any alterations and making repairs to the Premises; and the residue, if any, shall be held by Lessor and applied in payment for future rent as the same may become due and payable hereunder. Should such rentals received from such reletting during any month be less than that agreed to be paid during that month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Agreement, unless there is a written notice of such intention to terminate given to Lessee, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Agreement for a previous breach. Should Lessor, at any time, terminate this Agreement for any breach, in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach, including reasonable attorney's fees, and including the cost of recovering the Premises, and including the total balance of the unpaid rent and other charges reserved in the lease for the remainder of the stated term.

SECTION 15. QUIET ENJOYMENT:

Lessor covenants that if and so long as Lessee keeps and performs each and every covenant, agreement, term, provision, and condition herein contained that is to be kept and performed on the part and on behalf of Lessee, then Lessee shall quietly enjoy the Premises without hindrance or molestation by Lessor or by any other person lawfully claiming the same, subject to the covenants, agreements, terms, provisions, and conditions of this Agreement as herein set forth.

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

I hereby certify that I am a Notary Public of the County and State aforesaid, and I do hereby further certify that Willard D. McNair, Jr., after providing satisfactory evidence of his identity, voluntarily and personally appeared before me this day and acknowledged that he is the President of the East Side Improvement Association, Inc., a North Carolina non-profit corporation, and that, being duly authorized to do so, he voluntarily executed the foregoing instrument on behalf of the said non-profit corporation for the purposes stated therein.

WITNESS my hand and notarial stamp or seal, this the _____ day of April, 2015.

Notary Public

(Printed or Typed Name of Notary Public)

My commission expires:

LESSEE:

CITY OF ASHEBORO

By: _____
John N. Ogburn, III, City Manager

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

I hereby certify that I am a Notary Public of the County and State aforesaid, and I do hereby further certify that John N. Ogburn, III, after providing satisfactory evidence of his identity, voluntarily and personally appeared before me this day and acknowledged that he is the City Manager of the City of Asheboro, a North Carolina municipal corporation, and that, being duly authorized to do so, he voluntarily executed the foregoing instrument on behalf of the said municipal corporation for the purposes stated therein.

WITNESS my hand and notarial stamp or seal, this the _____ day of April, 2015.

Notary Public

(Printed or Typed Name of Notary Public)

My commission expires:

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

Deborah P. Reaves, Finance Officer
City of Asheboro, North Carolina

[The sketch attached to the immediately preceding lease agreement as EXHIBIT 1 is on file in the City Clerk's office.]

(g) Budget amendments:

(i) Ordinance to amend the general fund (The Senior Adult Center).

03 ORD 4-15

WHEREAS, The City of Asheboro applied for a \$15,000 grant with the NC Department of Commerce Rural Economic Development Division on behalf of the Senior Adults Center for its "Expanding Opportunities for Active Living" building reuse project on February 5, 2013 and was awarded the grant April 24, 2013, and;

WHEREAS, the City of Asheboro incentive agreement annual contribution of \$100,000 to this project over 5 year period satisfied the required match for the grant, and;

WHEREAS, the City of Asheboro received the "pass thru" grant funds on November 26, 2014 and remitted the funds to The Senior Adults Center on December 5, 2014, and ;

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

WHEREAS, the City Council of the City of Asheboro wants 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: That the following Revenue line item be increased:

<u>Account #</u>	<u>Revenue Description</u>	<u>Increase</u>
10-349-0000	State Grants	15,000

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-490-3200	Grants- Sr. Adults Center	15,000

Adopted this 9th day of April, 2015.

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

ATTEST:

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

(ii) Ordinance to amend the general fund (Technimark LLC)

04 ORD 4-15

ORDINANCE TO AMEND THE GENERAL FUND FY 2014-2015

WHEREAS, The City of Asheboro and Technimark LLC applied for a \$60,000 One NC Grant with the NC Department of Commerce for Technimark's expansion project and was awarded the grant May 18, 2011, and;

WHEREAS, Technimark LLC submitted the appropriate paperwork and satisfied the requirements for grant distribution in early November 2014, and;

WHEREAS, the City of Asheboro received the "pass thru" grant funds on December 9, 2014 and remitted the funds to The Senior Adults Center on December 12, 2014, and;

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

WHEREAS, the City Council of the City of Asheboro wants 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: That the following Revenue line item be increased:

<u>Account #</u>	<u>Revenue Description</u>	<u>Increase</u>
10-349-0000	State Grants	60,000

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-490-3200	Grants- Technimark, LLC	60,000

Adopted this 9th day of April, 2015.

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

ATTEST:

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

(iii) Ordinance to amend the Airport Authority Fund.

05 ORD 4-15

ORDINANCE TO AMEND THE AIRPORT IMPROVEMENTS FUND (#66) FY 2014-2015

WHEREAS, the expenses as budgeted for State Project No #36237.23.13.1 awarded for 2012-2013 have changed from that originally outlined in the Airport Improvements Fund as a result of the change in expenditure scope to allocate funds for Project No: 36237.23.11.2 and the upcoming Airport Building Renovation Project, and;

WHEREAS, the City's Asheboro Regional Airport has been approved to receive additional federal funds under the Federal Aviation Century of Flight Authorization Act of 2003 (VISION 100) in conjunction with the State Aid to Airports Program for 2013-2014 and these funds were originally awarded for "Apron Rehabilitation" and are referenced as State Project NO 36237.23.14.1 and;

WHEREAS, since the original award, the Apron Rehabilitation project has been fully funded by the Division of Aviation and the City of Asheboro has received authorization to reallocate these funds to support the new Airport Terminal Building project, and;

WHEREAS, due to the award of these new funds and changes in project scope for prior year's funding, revenues and expenditures have changed from the amounts currently shown in the Airport Improvements Fund, and;

WHEREAS, the City of Asheboro desires 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: That the following revenue line items are increased:

<u>Account</u>	<u>Description</u>	<u>Increase</u>
66-349-1800	Fed Grant (13-14) #36237.23.14.1	150,000
66-367-1022	GF Contribution (13-14)	16,667
Total increase		166,667

Section 2: That the following expense line items are increased / (decreased):

<u>Account</u>	<u>Description</u>	<u>Increase / (Decrease)</u>
66-980-0500	Administration	(520)
66-980-4500	Construction & Project Improvement	88,878
66-982-0500	Administration	(2000)
66-982-4500	Construction	80,309
Total increase		166,667

Adopted this the 9th day of April 2015.

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

ATTEST:

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

- (h) **An ordinance to update city records to reflect the prohibition of parking on the east and west sides of White Oak Street between West Salisbury Street and West Miller Street.**

ORDINANCE NUMBER 06 ORD 4-15

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AMENDED PARKING REGULATIONS FOR A SECTION OF WHITE OAK STREET

WHEREAS, Section 160A-296 of the North Carolina General Statutes provides that a city shall have general authority and control over all public streets, sidewalks, alleys, bridges, and other ways of public passage within its corporate limits; and

WHEREAS, Section 160A-301(a) of the North Carolina General Statutes provides that the “city may by ordinance regulate, restrict, and prohibit the parking of vehicles on the public streets, alleys, and bridges within the city;” and

WHEREAS, during the course of responding to a business owner’s inquiry in March 2015 about the possibility of utilizing on-street parking along White Oak Street (North Carolina Secondary Road 3262) in the vicinity of the Old City Cemetery, the city planning staff learned from the North Carolina Department of Transportation (“NCDOT”) that the section of White Oak Street south of Randolph Hospital carries 4,100 vehicles per day according to a 2013 count by NCDOT and is currently striped for three lanes with a center turn lane throughout this section of White Oak Street; and

WHEREAS, the city planning staff was informed that NCDOT would not recommend re-striping this section of White Oak Street for on-street parking because such an action would eliminate the current side street turn lane storage; and

WHEREAS, the city engineering department was also asked to review on-street parking possibilities along White Oak Street between West Salisbury Street (North Carolina Highway 42) and Randolph Hospital in light of the fact that, in 1986 and prior to the current street design, 2-hour on-street parking was permitted by the city on the east side of White Oak Street between West Salisbury Street and Ward Street; and

WHEREAS, the city engineering department has concluded that, in light of the traffic count and the current street design between West Salisbury Street and Randolph Hospital, on-street parking is not appropriate for this section of White Oak Street; and

WHEREAS, consistent with the recommendation against allowing on-street parking on either side of White Oak Street between West Salisbury Street and Randolph Hospital, the city’s engineering department has prepared a 2-sheet EXHIBIT 1, which is a detailed diagram bearing the primary title of “Parking Plan For White Oak Street” and is dated April 2015, to serve as the new official parking plan for White Oak Street between West Salisbury Street and West Miller Street, the said EXHIBIT 1 is attached to this Ordinance and is hereby incorporated into this instrument by reference as if copied fully herein; and

WHEREAS, without limitation or exception, the Asheboro City Council concurs with the parking plan found on the attached 2-sheet EXHIBIT 1 (the parking plan proposed for adoption by the Asheboro City Council and shown on the attached diagram shall be hereinafter referred to as the “April 2015 White Oak Street Parking Plan”);

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

Section 1. The April 2015 White Oak Street Parking Plan submitted by city staff and attached hereto as EXHIBIT 1 is hereby approved and adopted, without modification, as the city’s official on-street parking plan for the section of White Oak Street between West Salisbury Street and West Miller Street.

Section 2. The city manager is hereby directed to cause the parking spaces shown on the adopted April 2015 White Oak Street Parking Plan to be posted with signage and otherwise marked in accordance with the applicable laws and generally accepted industry standards so as to fully implement the parking plan shown on the diagram attached to this Ordinance as EXHIBIT 1.

Section 3. The city clerk shall enter descriptions of the prohibition of on-street parking shown by the April 2015 White Oak Street Parking Plan in the appropriate schedule (Schedule 1) of Section 72.02 of the Code of Asheboro.

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

Section 5. This Ordinance shall take effect and be in force from and after the date of its adoption.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 9th day of April, 2015.

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

ATTEST:

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

[EXHIBIT 1 that is attached to the immediately preceding ordinance is on file in the City Clerk's office.]

6. Community Development Items:

- (a) **Zoning Case RZ-15-03: A legislative zoning hearing on the application by Schwarz-RJR, LLC to rezone property located at 309 Washington Avenue from CU-I2 (Conditional Use General Industrial) to B2 (General Commercial).**

Mayor Smith opened the public hearing on the following request.

The requested rezoning pertains to approximately 0.32 of an acre of land. The property of Schwarz-RJR, LLC is located at 309 Washington Avenue. The land for which rezoning has been requested is identified by Randolph County Parcel Identification Number 7750865352.

Mr. Nuttall presented the Community Development Division staff's analysis of the request submitted by Schwarz-RJR, LLC to rezone the above-described property from CU-I2 (Conditional Use General Industrial) to B2 (General Commercial).

The staff report noted the following:

1. The property has frontage on East Dixie Drive (a state-maintained major thoroughfare) and Third Street (a city-maintained street). Washington Avenue was formerly a city-maintained street but was closed in 1999. It is now a privately maintained street.
2. The property is inside the city limits, and all city services are available.
3. In 2003, the subject property along with the property to the east was rezoned from B2 (General Commercial) to CU-I2 (Conditional Use General Industrial). A conditional use permit (CUP) was issued for an industrial development with multiple uses. The CUP excluded certain uses that are permitted in the general I2 district.
4. The parcels on the east side of Third Street that were included in the CU-I2 district and Conditional Use Permit are not part of this request.
5. The area includes a mix of commercial, industrial, and single-family residential uses.
6. The Asheboro Zoning Ordinance specifies that the B2 General Commercial District *is 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 major or minor thoroughfares, never local streets.*

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

“Several factors support the B2 (General Commercial) rezoning request. The Land Development Plan proposed land use map designates the property for commercial use. Prior to being zoned Conditional Use General Industrial (CU-I2), the property was zoned B2 and the property has a history of commercial activity. The property is located along a commercial corridor (East Dixie Drive), and properties adjoining the subject property are used for commercial or industrial purposes and/or are zoned B2. The Central Small Area Plan further acknowledges the commercial nature of this corridor and supports accommodating commercial development in this location.”

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

Upon motion by Mr. Bell and seconded by Ms. Carter, Council voted unanimously to adopt the recommendation/analysis of the Community Development Division staff and the Planning Board and approved the requested rezoning as well as adopting, with the combined motion, the following consistency statement that was initially proposed in the staff report:

After considering the above factors (the excerpt from the staff report that is quoted above), the B2 designation is in the public interest by allowing a reasonable use of the property and ensuring consistency with the Land Development Plan.

Council Members Baker, Bell, Burks, Carter, Moffitt, and Swiers voted in favor of the motion.

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

(b) Zoning Case RZ-15-04: A legislative zoning hearing on the application filed by McMc Properties, LLC to rezone property located at 1129 South Cox Street from R7.5 (Medium-Density Residential) to OA6 (Office-Apartment).

Mayor Smith opened the hearing on the following request.

The requested rezoning pertains to approximately 0.462 acres of land. The property of McMc Properties, LLC is located at 1129 South Cox Street. The land for which rezoning has been requested is more specifically identified by Randolph County Parcel Identification Number 7750970562.

Mr. Nuttall presented the Community Development Division staff's analysis of the request submitted by Larry McKenzie of McMc Properties, LLC to rezone the above-described property from R7.5 (Medium-Density Residential) to OA6 (Office-Apartment).

The staff report noted the following:

1. The property is located inside the city limits, and all city services are available.
2. South Cox Street is a state-maintained minor thoroughfare.
3. According to the Asheboro Zoning Ordinance (Article 200, Section 210): *The OA6 District is 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 designed OA6 shall normally be located with access to a major or minor thoroughfare with access to local residential streets discouraged.*
4. South Cox Street includes a mix of residential and low intensity commercial uses, which serve as a transition between heavier commercial uses along South Fayetteville Street to the west and residential uses to the east.
5. The property is located within the Center City Planning Area (Tier 3).
6. The request would allow all uses permitted by right in the OA6 district. The OA6 district allows both residential and non-residential uses. Permitted non-residential uses include office and institutional activities and limited service oriented commercial activities (such as barber shops, etc.), but do not include heavier commercial uses such as retail sales, restaurants, etc. Mixed uses may be located within the same structure in the OA6 district. Certain amenities, such as pedestrian infrastructure, are required for uses other than single-family residential development in the OA6 district.

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

“The Land Development Plan Proposed Land Use Map designates this property as part of the City Activity Center, which is considered the historic core of Asheboro. The City Activity Center envisions a mix of commercial, office, institutional and residential uses, with the context of the neighborhood in which property is located more precisely determining the appropriate zoning designation.

The OA6 district allows residential, office-institutional and lighter commercial activities. Designating the property with OA6 zoning fits the context of the area, considering that South Cox Street has established a transitional pattern between commercial uses to the west on South Fayetteville Street and residential uses to the east.”

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

Upon motion by Mr. Bell and seconded by Mr. Baker, Council voted unanimously to adopt the recommendation/analysis of the Community Development Division staff and the Planning Board and approved the requested rezoning as well as adopting, with the combined motion, the following consistency statement that was initially proposed in the staff report:

After considering the above factors (the excerpt from the staff report that is quoted above), the OA6 designation is in the public interest by allowing a reasonable use of the property and ensuring consistency with the Land Development Plan.

Council Members Baker, Bell, Burks, Carter, Moffitt, and Swiers voted in favor of the motion.

A copy of the visual presentation utilized by Mr. Nuttall is on file in the City Clerk’s office.

(c) Consideration of a resolution authorizing the execution of One North Carolina Fund agreements pertaining to the on-going economic development project with Technimark LLC and related parties.

Mr. Nuttall presented and recommended adoption, by reference, of the aforementioned resolution.

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

RESOLUTION NUMBER _____ **12 RES 4-15**

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AUTHORIZATION TO EXECUTE ONE NORTH CAROLINA FUND AGREEMENTS
PERTAINING TO TECHNIMARK LLC**

WHEREAS, the City of Asheboro desires to stimulate and develop the local economy, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base; and

WHEREAS, the North Carolina General Assembly has created the One North Carolina Fund to make funding available to assist in securing “commitments for the recruitment, expansion, or retention of new or existing businesses;” and

WHEREAS, the city has applied for grant funding from the One North Carolina Fund as part of an economic development project designed to promote the expansion of the Technimark LLC facilities located in Asheboro that are engaged in the manufacture of plastic injection molding and assembly services for consumer packaging, cosmetics, and medical devices; and

WHEREAS, a grant award from the One North Carolina Fund has been approved by the North Carolina Department of Commerce in the amount of Four Hundred Fifty Thousand Dollars (\$450,000); and

WHEREAS, in order for the grant award from the One North Carolina Fund to be properly utilized, the City of Asheboro must execute a Local Government Grant Agreement with the North Carolina Department of Commerce and a Company Performance Agreement with Technimark LLC and related parties (the said agreements are hereinafter collectively referred to as the “Agreements”); and

WHEREAS, a copy of the proposed Local Government Grant Agreement is attached to this Resolution as “EXHIBIT 1,” and a copy of the proposed Company Performance Agreement is attached to this Resolution as “EXHIBIT 2;” and

WHEREAS, the Asheboro City Council has concluded that the terms and conditions of the Agreements attached to this Resolution as EXHIBIT 1 and EXHIBIT 2, which are hereby incorporated into this Resolution by reference as if copied fully herein, are acceptable and that the city’s entry into these Agreements is consistent with the best interests of the municipal corporation and its citizens;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the Agreements attached hereto as EXHIBIT 1 and EXHIBIT 2 are hereby approved; and

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

Section 1. In accordance with Section 160A-432(b) of the North Carolina General Statutes, the Inspector is hereby ordered to cause the Condemned Structure located at 452 North McCrary Street, Asheboro, North Carolina 27205 to be demolished and the debris to be properly removed from the premises so as to abate the hazardous conditions currently existing on the lot.

Section 2. In accordance with Section 160A-432(b) of the North Carolina General Statutes, the costs incurred by the City of Asheboro in connection with the demolition project described above in Section 1 of this Ordinance shall be a lien against the real property upon which the demolition operations authorized by this Ordinance were undertaken.

Section 3. In accordance with Section 160A-432(b1) of the North Carolina General Statutes, the costs incurred by the City of Asheboro in connection with the demolition project described above in Section 1 of this Ordinance shall, with the exception of the owner's primary residence, also be a lien against any other real property of the owner of the Condemned Structure that is located within Asheboro's city limits or within one mile of the said city limits.

Section 4. This Ordinance shall become effective upon its adoption.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 9th day of April, 2015.

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

ATTEST:

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

[ATTACHMENT A referenced in the immediately preceding ordinance is on file in the City Clerk's office.]

(e) Land Development Plan Update Community Workshops:

Mr. Nuttall announced the dates for the Land Development Plan Update Community Workshops. Citizens residing within the respective areas will receive notifications by mail informing them of the upcoming workshops. The dates for the workshops are as follows:

- (i) Tuesday, April 14, 2015 from 6:30 p.m. until 8:00 p.m. at Kingdom Life Community Church located at 539 Cross Street.**
- (ii) Thursday, April 23, 2014 from 6:00 p.m. until 8:00 p.m. at Asheboro United Church of Christ located at 801 Sunset Avenue.**

7. Discussion of the city's selection as a finalist for the All-America City Award and the next steps in the process.

Ms. Leigh Anna Johnson, the city's Public Information Officer, informed the Council Members that, on March 23, 2015 the City of Asheboro was named as a finalist for the All-America City Award. The award recognizes grassroots community problem solving and is given to communities that tackle challenges and achieve results through innovative and collaborative partnerships. The application process provides a national platform where communities can demonstrate how they are addressing pressing local issues.

During June 11-15, 2015 a group of approximately 30 people from the community will go to Denver, Colorado in order to make a presentation highlighting Asheboro. The All-America City Award designees will be announced on Sunday, June 14, 2015.

A copy of the visual presentation utilized by Ms. Johnson is on file in the City Clerk's office.

8. Public comment period.

Mayor Smith opened the floor for comments from the public.

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

9. Annual report of the Asheboro Police Department.

Mr. Jody Williams, Chief of Police, presented an overview of the Police Department's activities for 2014. During his presentation, Chief Williams highlighted the statistics compiled for the department and that, overall, crime has decreased within the city. He offered the following statistics:

- Violent Crime decreased 4.95%;
- Property Crime decreased 7.75%; and
- Index Crime decreased 5.78%.

A copy of the visual presentation utilized by Chief Williams is on file in the City Clerk's office.

10. Presentation by Mr. Stephen Grove of a petition to lower the speed limit on Horse Carriage Lane to 25 miles per hour.

Mr. Stephen Grove presented a petition to lower the speed limit to 25 miles per hour on Horse Carriage Lane in the Sykes Farm Subdivision. Mr. Grove, along with residents in the subdivision, is concerned that the current speed limit of 35 miles per hour is excessive in that children ride their bikes, scooters, and skate boards near the roadway. Additionally, the steep grade and large curve within the neighborhood is a safety concern for the residents.

Upon motion by Ms. Carter and seconded by Mr. Swiers, Council voted unanimously to authorize the requested speed restriction and directed city staff to prepare an ordinance lowering the speed limit on Horse Carriage Lane. Council Members Baker, Bell, Burks, Carter, Moffitt, and Swiers voted in favor of the motion.

The ordinance to be prepared by city staff will be presented at the next regular council meeting.

A copy of the above-referenced petition filed by Mr. Grove and the residents of the Sykes Farm Subdivision is on file in the City Clerk's office.

11. Mayor Smith announced the following upcoming events:

- **Business After Hours on Thursday, April 16, 2015 at Tot Hill Farm from 5:30 p.m. until 7:00 p.m.**
- **Annual Identity Theft Prevention Program Committee meeting on Wednesday, April 30, 2015 at 9:00 a.m. in the Council Chamber.**
- **Chamber of Commerce *No Tie* Affair on Saturday, April 25, 2015 from 6:00 p.m. until 10:00 p.m. at J.B. and Claire Davis' Cotopaxi Farm.**
- **The Mayor's Prayer Breakfast on Thursday, May 7, 2015 at 6:45 a.m. at AVS.**
- **Asheboro Housing Authority Annual Meeting on Tuesday, May 5, 2015 at 6:00 p.m.**
- **Budget Workshop on Thursday, May 21, 2015 at 5:30 p.m.**
- **Regular city council meeting and budget public hearing on Thursday, June 4, 2015.**
- **Budget adoption on Thursday, June 25, 2015 at 12:00 p.m.**

12. Items not on the agenda.

(a) Mr. Ogburn announced that the North Carolina chapter of the International Personnel Management Association (IPMA) has designated an award in honor of Mr. T. Myers Johnson, the city's former Human Resources Director who passed away on April 27, 2014. The *Myers Johnson New Member Award* will be presented to a new member of the association for his or her meritorious contributions and support to NC-IPMA during the first year of membership. The person receiving the award will be acknowledged and recognized for his or her time, volunteer efforts, and willingness to help in a multitude of areas.

(b) Ms. Carmen Liberatore, Manager of Eastside Homes, asked to be recognized and spoke in favor of the proposed Community Police Resource Center that will be located in a building owned by the East Side Improvement Association, Inc.

There being no further business, the meeting was adjourned at 8:32 p.m.

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

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