

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, SEPTEMBER 7, 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
Jane H. Redding)
Charles A. Swiers)

Walker B. Moffitt) – Council Member Absent

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
Michael D. Rhoney, PE, Water Resources Director
Jonathan M. Sermon, Recreation Services Director
Jeffrey C. Sugg, City Attorney
Willie Summers, Fire Chief

1. Call to Order

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

2. Moment of Silent Prayer and Pledge of Allegiance

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

3. Introduction of the President of Randolph Community College

Mayor Smith recognized Mr. Reynolds Lisk, who is the Board Chair of the Randolph Community College Board of Trustees. Mr. Lisk, in turn, introduced the President of Randolph Community College, Dr. Shah Ardalan. Dr. Ardalan engaged in an open discussion with the city’s elected officials about the supportive interaction that he anticipates between the city and RCC as both entities work for the benefit of the community.

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

4. A Discussion Concerning the Issues Surrounding Homelessness

City Manager John Ogburn gave an overview of a roundtable meeting that occurred on August 29, 2023 with various community organizations in regards to the homeless issues within Asheboro and Randolph County. The organizations that participated in

the meeting include, but are not limited to, district attorney's office, community corrections, the Randolph County Sheriff's Office, Project Safe Neighborhoods, the City of Asheboro Police Department, the City of Asheboro Fire and Rescue Department, and the City of Asheboro Code Enforcement Office.

During the meeting on August 29th, the following needs were identified:

- Enhanced police and code enforcement activities regarding homeless camps.
- Persons involved in crime should be placed into the judicial system even if for minor offenses.
- Agencies need access to transportation so clients can return to their place of origin or to other agencies for further treatment.

Police Chief Mark Lineberry, Fire Chief Willie Summers, and Code Enforcement Officer Chuck Garner reported on the increase in call volumes, drug overdoses, and encampments among the homeless population. After some discussion, the council members expressed their support for similar meetings in the future to discuss plans of action to mitigate the negative impacts created because of the lack of proper shelter for people.

5. Public Hearing: Proposed Economic Development Appropriations

This advertised public hearing pertained to proposed appropriations to Downtown Asheboro Inc ("DAI") for economic development activities. Before the public hearing was opened, Mayor Smith and Council Member Heath discussed the role they play with the board of directors for DAI, which is a nonprofit corporation. To avoid a conflict of interest under state law, Mayor Smith and Council Member Heath asked to be recused from participating in any manner in the discussion and potential council action under meeting agenda item no. 5.

Council Member Bell moved, and Council Member Burks seconded the motion, to recuse Mayor Smith and Council Member Heath from participating or acting in any manner in connection with meeting agenda item no. 5. Council Members Bell, Burks, McCaskill, Redding, and Swiers voted aye. There were no dissenting votes.

In the absence of Mayor Pro Tempore Moffitt, Council Member Bell moved, and Council Member Redding seconded the motion, to allow Council Member Burks to function as the presiding officer during this agenda item. Council Members Bell, Burks, McCaskill, Redding, and Swiers voted aye. There were no dissenting votes.

Council Member Burks then opened the public hearing, which was publicly advertised on August 26, 2023, on the proposed economic development appropriations. Finance Director Deborah Reaves was recognized as the first person to speak.

As part of the hearing, Ms. Reaves noted the following requests for specific General Fund appropriations:

- \$550,000 to DAI for the purchase of property identified by two Randolph County Parcel Identification Numbers: 7751821859 and 7751821963. This property purchase will aid in the implementation of the Trade Street redevelopment project and thereby continue the revitalization of downtown Asheboro. The acquired property will provide land needed for additional parking, electrical system infrastructure, and solid waste collection infrastructure.
- \$60,000 to DAI for legal services needed to further the preservation and rehabilitation of the historic mill property on North Street that was formerly owned by Acme-McCrary Corporation.

Upon the conclusion of the finance director's presentation, Council Member Burks invited comments from the public. Ms. Addie Corder, who is the Executive Director of DAI, presented comments in support of the requested appropriations. When no one else asked to speak, Council Member Burks closed the public hearing.

Council Member Bell moved, and Council Member Swiers voted to approve the above-specified appropriations to DAI. Council Members Bell, Burks, McCaskill, Redding, and Swiers voted aye. There were no dissenting votes.

6. Annual Reinvestment Statistics and Impact of the Main Street Program in Downtown Asheboro

DAI Executive Director Addie Corder reported on the annual reinvestment statistics and impact of the Main Street Program in Downtown Asheboro.

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

7. Public Comment Period

Mayor Smith opened the floor for comments from the public, and none were offered.

Mayor Smith closed the public comment period.

8. Cultural and Recreation Services Policy Manual Amendments

Recreation Services Director Jonathan Sermon presented and recommended adoption, by reference, of an ordinance enacting Article XIX in the Cultural and Recreation Services Policy Manual.

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

ORDINANCE NUMBER 56 ORD 9-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

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

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

WHEREAS, Section 98.01 (Adoption by Reference) of the Code of Asheboro provides that the City of Asheboro Cultural and Recreation Services Policy Manual (the "Manual") has been adopted by the Asheboro City Council by reference and made a part of the Code of Asheboro; and

WHEREAS, the Zoo City Sportsplex is a newly constructed facility that will be administered by Asheboro Cultural and Recreation Services; and

WHEREAS, with the addition of this new facility, a new article needs to be added to the Manual to establish regulatory provisions applicable to the Zoo City Sportsplex; and

WHEREAS, the recommended regulatory provisions for the Zoo City Sportsplex have been drafted by city staff members as the proposed new Article XIX in the Manual and have been attached to this Ordinance as EXHIBIT 1, which is hereby incorporated into this instrument by reference as if copied fully herein; and

WHEREAS, the Asheboro City Council has concluded that it is advisable to move forward with the recommended enactment of Article XIX.

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

Section 1. Article XIX of the City of Asheboro Cultural and Recreation Services Policy Manual is hereby enacted and incorporated into the Manual as written in the attached EXHIBIT 1.

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

Section 3. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 4. With the limited exception of the provisions found in divisions B through E of Section 19.7 of the newly enacted article, the regulatory provisions found in the exhibit attached to this Ordinance shall be in full force and effect upon and after September 8, 2023.

Section 5. The regulatory provisions found in divisions B through E of Section 19.7 of the newly enacted article attached to this Ordinance as EXHIBIT 1 shall be in full force and effect upon and after January 1, 2024.

The Asheboro City Council approved this Ordinance in open session during a regular meeting held on the 7th day of September, 2023.

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

ATTEST:

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

EXHIBIT 1

ARTICLE XIX. ZOO CITY SPORTSPLEX

SECTION 19.1 OPERATION AND CONTROL

Zoo City Sportsplex is Asheboro's premiere athletic complex capable of hosting numerous athletic and community events each year. Zoo City Sportsplex offers a place for the City of Asheboro's Cultural and Recreation Services athletic programs, community recreational sports leagues, Challenge sports programs, both individual game and tournament rentals, as well as community events. With several multipurpose turf fields available, Zoo City Sportsplex is the perfect venue for football, lacrosse, pickleball, soccer, Ultimate Frisbee, volleyball, or any outdoor activity.

Zoo City Sportsplex will be administered by the City of Asheboro in a manner that will provide the citizens of Asheboro and Randolph County with an opportunity for a quality recreation experience. Within this Article, and unless specifically provided otherwise within a specific regulation, references to a renter or other third party obtaining proper authorization shall mean written approval has to be obtained from Asheboro Cultural and Recreation Services personnel in accordance with all applicable laws, ordinances, and regulations.

SECTION 19.2 FACILITIES

Zoo City Sportsplex facilities include:

- A. Eight (8) synthetic turf multiuse fields featuring permanent lighting.

- (1) All eight (8) fields have been lined for soccer; however, the fields can be configured to accommodate various playing field dimensions.
- (2) Two (2) fields are marked for football and have been installed with goal posts.
- (3) Two (2) 180' x 360' fields are marked for lacrosse.
- B. Six (6) sand volleyball courts featuring permanent lighting.
- C. Four (4) pickleball courts.
- D. An inclusive playground.
- E. Six (6) picnic shelters.
- F. A 1.25-acre dog park.
- G. A National Fitness Campaign Fitness Court.
- H. 1.5 Miles of accessible walking trails.
- I. 1 Mile of mulched walking trails.
- J. Hot / Cold concessions facilities.
- K. Permanent restroom facilities.
- L. Paved parking for 600 +/- vehicles.

SECTION 19.3 HOURS OF OPERATION

The Zoo City Sportsplex property including all staffed and unstaffed areas are open daily to the public from 8:00 am to sunset, except when:

- A. The Recreation Services Director or designee may provide alternate hours of operation for the facility as appropriate. Changes in hours will be posted at the facility and/or on the city's website as appropriate.
- B. A Cultural and Recreation Services or partner program on Sportsplex property may operate during extended hours.
- C. A rental agreement issued by the Cultural & Recreation Services department may authorize alternate hours of operation or the extended use of the Sportsplex property.
- D. The Recreation Services Director may establish a temporary holiday schedule for the Sportsplex.
- E. Asheboro Cultural and Recreation Services personnel or authorized City public safety personnel may open or close the Sportsplex property in the event of an emergency, inclement weather, or appropriate official purpose. Such opening or closing will be posted in advance, when possible, for public notice.
- F. Except for City public safety personnel and other explicitly authorized City personnel, no person shall enter, or be present within the Sportsplex property, when closed as indicated by posted hours or when gates to the park are shut. Violation of the foregoing may be subject to civil or criminal penalties.

SECTION 19.4 RULES AND REGULATIONS

- A. Only two (2) goals per field are allowed unless authorized by Sportsplex Management. Goals are not to be moved from one field to another.
- B. Do not drag goals. Either lift the goals, use the wheels, or use the transport equipment available.
- C. If goals are moved around the field during a reservation, the goals are to be returned to their original location following the reservation.
- D. Goals can only be used for their intended sport. For example, lacrosse goals cannot be used for soccer.
- E. Any equipment needed beyond goals, netting, goal posts, corner flags, and sideline benches must be provided by the teams and/or organizations leasing the facility. The use of additional equipment requires prior approval.
- F. Metal cleats are not allowed at the Zoo City Sportsplex facility.
- G. Painting or marking of the fields in any manner by anyone other than Sportsplex personnel is prohibited.
- H. No vehicles are permitted on the athletic fields.
- I. Canopies are permitted, however all canopy locations for hosts, spectators, teams, and vendors must be approved. Sportsplex staff will work with Event Organizers to create a plan. Limited canopies will be allowed on the playing surface. Canopies must be secured with sandbags, concrete blocks, or water containers.
- J. Staking objects into any area of the Sportsplex facility, especially the athletic fields, is prohibited.
- K. No cleats or high heeled shoes are allowed within the playground area.
- L. No animals, with the exception of service animals, are permitted on the athletic fields.
- M. No tobacco or vaping products are allowed on the playing fields or bleacher areas.
- N. No food is allowed on the playing fields. This includes gum and sunflower seeds.
- O. Any type of glass material is prohibited in the park. This includes glass bottles, containers, etc.
- P. Open flame cooking is only permitted in the provided outdoor grills located at the various picnic shelters. Any other type of outdoor burning, cooking, or open flame is strictly prohibited.
- Q. No alcoholic beverages are permitted in the park without proper authorization, insurance, and licensing.
- R. User groups are responsible for picking up trash and debris from the field and bench areas after each usage. Collected trash shall be deposited in the designated locations.

- S. The charging of admission, sale of food, or sale of merchandise is not permitted without proper authorization from Asheboro Cultural and Recreation Services. This authorization must be obtained in advance.
- T. No Mobile Food Units (food trucks and trailers) are permitted in the park without proper authorization, insurance, and permitting.
- U. Amplified sound and inflatable equipment are not permitted without proper authorization, appropriate permitting, and insurance.
- V. The usage of drones is prohibited during events at the Sportsplex without proper authorization from Asheboro Cultural and Recreation Services. This authorization must be obtained in advance.
- W. The Sportsplex allows video streaming of athletic events. All necessary video and streaming equipment must be provided by the user group, team, or team representatives.

SECTION 19.5 FACILITY RENTALS

Subject to the regulations prescribed herein, the Zoo City Sportsplex (the “Facility”) may be rented to individuals or other types of legal entities for events or activities that are consistent with the mission and programming of Asheboro Cultural and Recreation Services. The decision as to whether to rent the Facility on any specific occasion is within the ultimate discretion of the Recreation Services Director (the “Director”), or the Director’s designee, as he or she evaluates the needs and priorities of the City.

Application to use this Facility shall be made on a form available from Asheboro Cultural and Recreation Services. Applications are subject to the final review and decision-making authority of the Recreation Services Director.

Reservations are only available when facilities are not scheduled for Cultural and Recreation Services programs or by approved activities of partner organizations.

A. Sponsorship and fee related regulations:

- (1) The Director reserves the right to co-sponsor an event.
- (2) A \$100 security deposit per court/field must be paid at the time of reservation to secure a game or tournament date(s). The fee shall be submitted in the manner prescribed by Asheboro Cultural and Recreation Services. Multiple dates will require multiple deposits.
- (3) Violation of the rental agreement will result in the forfeiture of the security deposit to the City.
- (4) If the user fees described in the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments (the “Fee Schedule”) are not paid by the required deadline, the event will be cancelled.
- (5) If advance tickets have been sold for a canceled event, the renter is responsible for either reimbursing ticket holders or honoring at a future event sponsored by the same renter the advance tickets that have already been sold. The renter is responsible for advertising the cancellation.
- (6) Failure to pay the rental fee will result in the denial of access to the Facility.

B. Insurance and liability waivers:

- (1) When the Facility is rented for an event open to the public, or if a fee is charged for admission to the event, the renter shall pay for and maintain at all times during the individual or entity's use of the Facility comprehensive and general liability insurance coverage with primary limits of liability of no less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The required policy or policies shall be written through insurance carriers that are qualified to do business in North Carolina. Furthermore, the City of Asheboro is to be named as an additional insured and shall be furnished with a Certificate of Insurance in a form satisfactory to the City. In order to be deemed satisfactory, such a certificate must affirmatively state without any disclaimer or limitation whatsoever that the coverage or coverages referred to therein shall not and cannot be terminated or modified until the city has received thirty (30) days written notice thereof. A satisfactory Certificate of Insurance must be in the possession of Asheboro Cultural and Recreation Services no later than 30 days prior to the scheduled event. Failure to provide proof of insurance will result in the cancellation of the event. Furthermore, the applicant must agree to forever hold harmless and to fully indemnify the City and its personnel, agents, officials, and City Council, in both their official and individual capacities, from any and all judgments, liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any person or entity by reason of any negligent or willful act or omission of the applicant or its officers, employees, agents or contractors in connection with the applicants use of the Zoo City Sportsplex.
- (2) If the event is closed to the general public, and no admission fee is charged, a liability waiver shall be required in lieu of liability insurance coverage.

C. Facility operational issues:

- (1) All Facility reservation requests must be submitted in writing to Asheboro Cultural and Recreation Services.
- (2) Facility rentals will only be available when not scheduled for Cultural and Recreation Service programs and approved activities of our partner organization(s).
- (3) The renter must designate with Asheboro Cultural and Recreation Services a representative who will be responsible for all phases of the event and who will be on site the entire time the event is taking place.
- (4) The renter is responsible for cleaning the Facility after the event concludes each day. Before vacating the Facility's premises, the renter must ensure that the Facility is restored to the condition in which the Facility was found.
- (5) If the renter fails to clean up the facility as required by the rental agreement and these rules and regulations, the renter's security deposit will be forfeited to the City.
- (6) Cleaning supplies and trash can liners are available for use. Trash shall be deposited in the designated locations.
- (7) Items left at the Facility for disposition and/or disposal by the City will result in the forfeiture of the renter's security deposit to the City. Furthermore, any such items found at the Facility after the termination of the rental agreement will be deemed to be abandoned property that is subject to removal and disposition in the sole discretion of the City.

- (8) Reserving Organizations/Personnel will be responsible for crowd control and team conduct.
- (9) If generally accepted best practices for a venue such as the Zoo City Sportsplex indicate that on-site security should be deployed for a proposed event, the renter is responsible for procuring and paying for the services of properly trained security/off-duty law enforcement personnel.
- (10) Temporary signage displayed during events must receive prior approval. Signage must not alter or damage property and must be removed immediately following the event.
- (11) Any property damage to the Facility, which was a result of the scheduled event and not any negligence on the part of the City or its employees, will be the responsibility of the lessee. Reimbursement payments for the cost to repair or replace the damaged property shall be payable to the City of Asheboro. The decision as to whether to repair or replace the damaged property will be in the sole discretion of the City of Asheboro.
- (12) All cancellation requests must be submitted in writing to Asheboro Cultural and Recreation Services.
- (13) Under NO circumstances can the Facility be sub-leased at any time.
- (14) The above Facility rental provisions shall not be interpreted or construed in any manner that limits the authority of the City of Asheboro and its departments to lawfully discharge all governmental functions.

D. Concessions:

- (1) The City reserves the right to sell any and all concessions during events held at the Facility.
- (2) If the renter desires to sell at the Facility or on its associated premises any concession and/or merchandising items, including without limitation food, clothing apparel, promotional products, etc., the renter must obtain written permission from the Director at least 48 hours prior to the event. The Director may refuse, with or without cause, to grant such permission.
- (3) If permission is granted by the Director for the renter to sell concessions and/or merchandise, the renter must pay to the City a 10% commission on any and all items sold. A joint inventory will be taken prior to and after the event.
- (4) If permission is granted for the renter to sell its own concessions, the renter shall provide its own workers to conduct concessions operations and is responsible for obtaining all merchandise, concessions, and supplies, including food, candy, drinks, cups, napkins, condiments, popcorn supplies, bags, ice, etc. needed for the concession's operations. The renter is responsible for bearing all costs associated with meeting the above-stated obligations. Chewing gum and sunflower seeds are not allowed for sale. If the renter utilizes city-owned equipment to conduct concessions operations, the equipment must be used in strict compliance with all operational guidelines issued by Asheboro Cultural and Recreation Services for the use of such equipment.

E. Rental event types:

- (1) General reservation policies:

- (a) Requests for general one-time reservations must be made at least 48 hours in advance for weekday reservations and at least 72 hours in advance for weekend reservations.
 - (b) Security deposit and all rental fees must be paid in full at the time of reservation.
 - (c) Any changes to one-time field reservations, excluding cancellations, must occur at least 7 days in advance of the proposed date change, and an opportunity to reschedule will be provided. All requests for changes must be communicated in writing to Asheboro Cultural and Recreation Services.
 - (d) There will be NO refunds if a cancellation is made less than 48 hours prior to the rental date.
- (2) Tournament reservation policies:
- (a) Requests for tournament rentals should be made at least 60 days prior to the event.
 - (b) Security deposits must be paid at the time of reservation.
 - (c) If your request application is approved, your date(s) will be tentatively held for 30 days pending completion of the following steps:
 - 1. **Site visit** - Meet with Sportsplex staff to discuss logistics, limitations, and regulations for the proposed event.
 - 2. **Site map / Event management plan** - Submitted and approved.
 - 3. **Insurance requirements** - Detailed above in section 19.5 B.
 - 4. **Payment due** - Remaining rental fee paid in its entirety.
 - (d) There will be NO refunds if a cancellation is made less than 14 days prior to the rental date.

SECTION 19.6 PARTNER ORGANIZATION DEFINITIONS

For purposes of this section the Randolph-Asheboro YMCA will be considered an approved partner organization.

- A. All Zoo City Sportsplex amenities as well as all activities, programs, tournaments, and special events will be scheduled and managed by Asheboro Cultural & Recreation Services on behalf of the City of Asheboro where not exempted below in items (B) and (C).
 - (1) The City of Asheboro shall retain all revenue generated from the sources mentioned in item (A) and as further described in the Schedule of Deposits, Fees, and Charges as set and approved by the Asheboro City Council.
- B. The City of Asheboro and the Randolph-Asheboro YMCA will partner to sponsor, schedule, and manage their recreational Youth Soccer League and the Challenge Soccer Program, currently known as the Asheboro City Futbol Club. The Youth Soccer Program is under the auspices of the North Carolina Youth Soccer Association.

- C. The City of Asheboro and the Randolph-Asheboro YMCA will also partner to sponsor, schedule, and manage their youth and adult recreational Beach Volleyball Leagues.
 - (1) As a partner organization, the Randolph-Asheboro YMCA shall not be required to lease the courts/fields needed to facilitate the above listed programs mentioned in items (B) and (C).
 - (2) The Randolph-Asheboro YMCA shall retain all participant registration revenue generated from the above listed programs mentioned in items (B) and (C).
- D. If at any time the Randolph-Asheboro YMCA fails or chooses not to offer the programs listed in items (B) or (C), the City of Asheboro reserves the right to program those activities and receive any revenue generated from those programs.
- E. The Randolph-Asheboro YMCA may sell all food and beverages at concession stand #2 for the partnership events listed above in items (B) and (C) and retain any profit gained to financially support those youth activities.

SECTION 19.7 INCLEMENT WEATHER POLICY

- A. Sportsplex staff reserve the right to suspend activity and/or close the facility in the event of inclement weather.
- B. If lightning is detected within 10 miles of the facility, a siren will sound, and a strobe light will flash.
 - (1) The weather monitoring system and warning device is mounted on top of the maintenance building located above Field #2.
- C. If the horn sounds, everyone MUST clear the courts/fields immediately. Players, spectators, and other park visitors are to return to their cars until the “All Clear” horn has sounded.
- D. The system will automatically implement a 30-minute countdown, which will reset each time a lightning strike is detected within 10 miles.
- E. Once 30 minutes has passed and no lightning has been detected within 10 miles, the “All Clear” horn will sound which consists of three horn pulses. This means lightning has no longer been detected and everyone may return to their activity.
- F. In the case of inclement weather forcing an event to be cancelled, Sportsplex staff will work with the renter to attempt to reschedule the event for another time if facility availability allows.
- G. Inclement weather rescheduling must be done within 7 business days AFTER the event.
- H. Refunds will not be given in the event of inclement weather.

SECTION 19.8 RESERVED FOR FUTURE USE

SECTION 19.9 RESERVED FOR FUTURE USE

After the adoption of the foregoing ordinance, Mr. Sermon presented and recommended adoption, by reference, of an ordinance amending the Asheboro Cultural and Recreation Services Schedule of Deposits, Fees, and Charges.

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

ORDINANCE NUMBER 57 ORD 9-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE AMENDING THE ASHEBORO CULTURAL AND RECREATION SERVICES SCHEDULE OF DEPOSITS, FEES, AND CHARGES

WHEREAS, the Asheboro Cultural and Recreation Services Schedule of Deposits, Fees, and Charges (the “Fee Schedule”) is used to determine the amount of money to be collected from individuals and organizations wishing to utilize various cultural and recreation services, including facility/equipment rentals, offered by the city; and

WHEREAS, the recreation services director and the city manager have recommended updating the Fee Schedule to properly reflect the programming and services offered by Asheboro Cultural and Recreation Services, specifically including the additional rentals and programming available at the newly constructed Zoo City Sportsplex; and

WHEREAS, the proposed amendments to the Fee Schedule are attached to this Ordinance as EXHIBIT 1 and are hereby incorporated into this Ordinance by reference as if copied fully herein; and

WHEREAS, the Asheboro City Council concurs with the recommendations made by the recreation services director and the city manager.

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

Section 1. The Fee Schedule is hereby rewritten to provide as specified in EXHIBIT 1. The provisions of the Fee Schedule that are not expressly modified by the contents of EXHIBIT 1 shall continue in full force and effect without alteration.

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

Section 3. This Ordinance shall be in full force and effect upon and after September 8, 2023.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of September, 2023.

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

ATTEST:

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

[The above-referenced EXHIBIT 1, which was adopted as part of Ordinance Number 57 ORD 9-23, is on file in the city clerk’s office.]

9. Consent Agenda

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

(a) Approval of the City Council Meeting Minutes for August 10, 2023

The meeting minutes for the city council's regular meeting on August 10, 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) Approval of the City Council Meeting Minutes for August 29, 2023

The meeting minutes for the city council's special meeting on August 29, 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.

(c) Acknowledgement of the Receipt of Meeting Minutes for the Asheboro ABC Board's Meetings on June 26, 2023 and August 7, 2023

The meeting minutes for the Asheboro ABC Board's meetings on June 26, 2023, and August 7, 2023, were distributed to the elected officials and filed in the city clerk's office.

(d) Approval of the Community Development Division's Request to Schedule for October 5, 2023, and to Advertise, Legislative Zoning Hearings for the Following Cases:

- (i) An application to rezone property located at 624 Brewer Street and 621 Franks Street, which is identified by Randolph County Parcel Identification Number 7761146503, from RA6 and B2 (CZ) zoning to an amended B2 (CZ) zoning classification for a large child care center with the continuation of a membership organization; and**
- (ii) An application to rezone property on the west side of Zoo Parkway, between 2358 and 2476 Parkway, and the south side of Newbern Avenue, between 294 and 360 Newbern Avenue, that is approximately 94.27 acres +/- of 104.27 acres +/- in size and is more specifically identified as a portion of Randolph County Parcel Identification Number 7760008593 and Randolph County Parcel Identification Number 7760013008; this specific request is to amend the zoning from R40, R15, and R10 zoning to R7.5 (CZ) zoning for a Residential Planned Unit Development.**

(e) Approval of an Ordinance Amending the General Fund

58 ORD 9-23

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

WHEREAS, the City of Asheboro Fire and Rescue Department was awarded a \$10,000 grant from Randolph County Government to establish a Firefighter's memorial at Station One.

WHEREAS, the City of Asheboro desires to add the funds from this local grant to the Asheboro Fire and Rescue Department budget Building Maintenance and Repair expenditure line item so they can proceed with constructing the memorial.

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:

That the following revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-000-350.0001	Local Grants	10,000

That the following expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-530-515.0000	Maintenance & Repair Buildings	10,000

Adopted this the 7th day of September 2023.

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

ATTEST:

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

(f) Approval of an Ordinance Amending the Water and Sewer Fund

59 ORD 9-23

**ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2023-2024**

WHEREAS, in the 2023-2024 adopted budget was funding for the purchase of vehicles in the Wastewater Treatment Plant Budget and the System Maintenance Department Budget.

WHEREAS, the cost for the vehicle in the Wastewater Treatment Plant was less than anticipated and the cost for the vehicle in the System Maintenance Department was more than anticipated.

WHEREAS, the City of Asheboro would like to move excess budgeted allocation for capital outlay from the WWTP budget to the System Maintenance budget.

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:

That the following expense line items be decreased / increased:

<u>Line Item</u>	<u>Description</u>	<u>Change</u>
10-830-574.0000	Capital Outlay	(10,000)
10-870-574.0000	Capital Outlay	<u>10,000</u>
	Net change	0

Adopted this the 7th day of September 2023.

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

ATTEST:

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

(g) Approval of a Temporary Street Closure in Downtown Asheboro

The council approved a temporary street closure for the Veterans Day Parade. The temporary street closure for the Veterans Day Parade will take effect at 1500 hours on November 11, 2023, and will end at 1730 hours on November 11, 2023. A copy of the map with the closure order is on file in the city clerk’s office.

(h) Approval of a Resolution Awarding to Retiring Master Police Officer Lorie Ann Johnson Her Service Side Arm

RESOLUTION NUMBER 33 RES 9-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION AWARDING TO LORIE ANN JOHNSON
HER SERVICE SIDE ARM UPON RETIREMENT FROM THE
ASHEBORO POLICE DEPARTMENT**

WHEREAS, after rendering honorable and valuable service to the City of Asheboro and its citizens throughout the course of her employment with the Asheboro Police Department, which began on September 22, 2003, Master Police Officer Lorie Ann Johnson will begin her retirement from employment with the city on October 1, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, effective October 1, 2023, in consideration of the combination of her dedicated service to the City of Asheboro and the payment to the city of \$1.00, Lorie Ann Johnson is to be awarded ownership of her city-issued service side arm (a Glock model 45 9mm with serial no. BLKC007 and three magazines) upon a determination by the police department command staff that Ms. Johnson is eligible under the applicable federal and state laws to receive, own, or possess a firearm.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on September 7, 2023.

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

ATTEST:

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

10. Community Development Public Hearings

- (a) **Legislative Hearing (Case No. RZ-23-12): An application to rezone property on the north side of Sherwood Avenue, which is identified by Randolph County Parcel Identification Number 7750340457, to an R10 (CZ) Medium-Density Residential Conditional Zoning District to allow modifications to a previously approved Residential Planned Unit Development.**

Mayor Smith opened the above-described legislative hearing for Case No. RZ-23-12. Community Development Director Trevor Nuttall was the first speaker, and he gave an overview of the zoning map amendment application submitted by Mr. Larry McKenzie.

The land for which the above-described zoning has been requested is identified by Randolph County Parcel Identification Number 7750340457 and will be referred to as the Zoning Lot. This lot is located on the northern side of Sherwood Avenue and the eastern side of Whitley Street. The Zoning Lot is approximately 1.54 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 applicant received a Special Use Permit for construction of a residential planned unit development in 2019. The final phase of this development is under construction. The planned unit development was approved for a total of 29 detached and attached single-family dwellings. Now, only 27 lots and dwellings are expected.
2. Sherwood Avenue, which provides access to the proposed development, is a local, city-maintained street with a 60-foot right-of-way. The development includes city-maintained Whitley Street as well as privately maintained streets. The developer is requesting to construct a secondary privately maintained exit-only driveway onto Sherwood Avenue in lieu of the previously proposed turnaround at the end of McLarkling Lane. This proposal was shared with the city's engineering, public works, and fire and rescue departments. Those departments have raised no objections to this proposal.
3. The zoning ordinance allows an applicant to propose a conditional zoning district that deviates from the zoning ordinance's pre-prescribed requirements, and the code further allows a residential planned unit development to request changes to yard and height regulations set forth in Table 4-1 of the Zoning Ordinance. The request seeks to make use of this provision and proposes a 19.5-foot setback from the right-of-way of Sherwood Avenue. The prior plan utilized the standard R10 setback of 30 feet. The request is related a desire to allow decks to the rear of homes that are unable to provide at-grade patios due to grade issues. Per the site plan submitted, these decks would be no less than approximately 40 feet from the pavement edge of Sherwood Avenue.

4. Prior to the rezoning of a portion of this property from B2 to R10 in 2019, the Land Development Plan Proposed Land Use map designated the property for Commercial Use, along with Neighborhood Residential use. The rezoning changed the Plan's designation of the property in its entirety to "Neighborhood Residential" use.
5. Based on available information, homes on several nearby properties appear to have front setbacks less than the standard 30' district setback.
6. The R10 district is described as 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."
7. The Land Development Plan's Neighborhood Residential description states that "design elements include building placement close to the street, interconnectivity between neighborhoods, sidewalks, and street trees."

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: Neighborhood Residential

Small Area Plan: Southwest

Growth Strategy Map Designation: Primary Growth

LDP Goals/Policies Which Support Request:

Checklist Item 1: Complies with LDP proposed land use map.

Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance. (*Article 200, Section 210, Schedule of Statements of Intent*)

Checklist Item 5: Complies with Growth Strategy Map

Checklist Items 12 and 13: 12.) Property is located outside of watershed
13.) The property is located outside of Special Hazard Flood Area.

There is only one LDP goal/policy that does not support the application. The rezoning is located on steep slopes greater than 20%.

The City of Asheboro Planning Board considered the rezoning application and recommended placement of the Zoning Lot into the requested R10 (CZ) 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.

Staff believes the requested changes to the development plan sought by this application are rational, generally consistent with the pattern of development of the immediately surrounding area and the Land Development Plan, and beneficial to both the community being built and public and private service providers. Several existing dwellings along Sherwood Avenue that are adjacent to the project appear to have front setbacks less than the R10 district typically requires, without any identifiable adverse effects, and approval will allow decks to be

constructed on the rear of dwellings with designs that make outdoor living area, a desirable amenity, practical. Further, additional means of exit from a development can be beneficial to residents, delivery drivers, and emergency providers if done in a safe manner and this rezoning process has allowed city departments to review the proposal to consider and ensure public safety. As of the date of this report, no safety or non-compliance issues have been identified but the plan continues to be evaluated.

Considering these factors, staff believes that the proposed zoning map amendment is reasonable and in the public interest, provided no concerns are raised by city reviewers that are unable to be resolved.

In the event of council approval of the application, the planning staff did offer suggested conditions to include as part of a conditional zoning ordinance. These conditions are as follows:

- (A) *The use approved shall be a residential planned unit development and the site developed consistent with the site plan submitted;*
- (B) *All parties involved in this request, including the owner, successors, heirs, and assigns, agree to the conditions and approved site plan;*
- (C) *With the exception of the front yard setback along Sherwood Avenue, all setbacks on the approved plan for SUP-19-03 shall remain in full effect;*
- (D) *Except as explicitly noted to the contrary as public, roads, driveways, parking areas, storm sewer systems, and other systems shall be maintained by the homeowners' association;*
- (E) *As required by the City of Asheboro Subdivision Ordinance, a declaration of restrictive covenants prohibiting recreational vehicle parking, inclusive of boats, shall be submitted and recorded with the final plat for the phase affected by this application;*
- (F) *The exiting driveway shall be constructed in a manner that does not disrupt the operation of or damage the city's existing sewer line and shall be connected to Sherwood Avenue in a manner permitted and approved by the city engineering department consistent with city driveway permitting standards; and*
- (G) *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 included as part of the conditional zoning ordinance in the chain of title for the Zoning Lot.*

Mr. Larry McKenzie presented comments in support of the rezoning application, including his agreement with the above-stated conditions proposed by city planning staff. Ms. Evelen Delgado had questions about the requested application. After her questions were answered, she was not opposed to the application. When no one else asked to speak, Mayor Smith moved to the deliberative phase of the process.

After engaging in deliberations about the zoning map amendment application, Council Member Bell moved, and Council Member Swiers seconded the motion, to adopt the plan consistency statement printed below and to approve the requested rezoning with the following multi-part motion.

1. The council believes the requested changes to the development plan sought by this application are rational, generally consistent with the pattern of development of the immediately surrounding area and the Land Development Plan. The requested changes will be beneficial to both the community being built and to public and private service providers. Several existing dwellings along Sherwood Avenue that are adjacent to the project appear to have front setbacks less than the R10 district typically requires, without any identifiable adverse effects, and approval will allow decks to be constructed on the rear of dwellings with designs

that make outdoor living area, a desirable amenity, practical. Further, additional means of exit from a development can be beneficial to residents, delivery drivers, and emergency providers if done in a safe manner. This conditional zoning process has allowed city departments to review the proposal to consider and ensure public safety. No safety or non-compliance issues have been identified. In addition to being reasonable and in the public interest, the applicant's proposal is consistent with the adopted comprehensive plans.

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

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

(b) Public Hearing on the Development of Programs for Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Activities

Mayor Smith opened the public hearing on the development of programs for Community Development Block Grant Neighborhood Revitalization Activities for all interested agencies, groups, and individuals.

Mr. Nuttall gave an overview of the Neighborhood Revitalization Program. During his presentation, Mr. Nuttall reported that the program is intended to meet community development needs that benefit low and moderate-income residents. It's focus must be on at least one of the following three principles:

- Promote equitable, affordable housing
- Support existing communities
- Value communities and neighborhoods.

The maximum award is \$950,000.

The purpose of this public hearing is to solicit public input related to needs and desired development activities. The suggestions and input will be incorporated into the city's determination regarding an application to the Department of Commerce.

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 \$950,000 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 Asheboro Housing Authority and Wainman Homes would assume the cost of the application and follow-up once submitted. The housing authority requests that the City of Asheboro agrees to manage the CDBG-NA application process and hold a required second public hearing and authorize the application's submission.

When no one else asked to speak, Mayor Smith closed the public hearing.

Mr. Nuttall noted that if the city elects to pursue any specific projects that a project specific public hearing will be scheduled and advertised. Subsequent to that hearing, the council would have to authorize the submission of an application.

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

11. Proposed Trade Street Renovations

(a) Consideration of Change Order No. 2

Prior to the consideration of agenda items 11(a) and 11(b), Mayor Smith asked to be recused from participating in any manner in these specific agenda items. This request was made because of the mayor's property holdings in the area under discussion, and he is endeavoring to avoid a conflict of interest.

In response to the mayor's disclosure and request, Council Member Bell moved, and Council Member Heath seconded the motion, to recuse Mayor Smith as requested and to designate Council Member Burks as the presiding officer for agenda items 11(a) and 11(b). Council Members Bell, Burks, Heath, McCaskill, Redding, and Swiers voted aye. There were no dissenting votes.

Mr. Nuttall presented Change Order No. 2 between the City of Asheboro and The Wooten Company for Trade Street renovations. The Wooten Company has been requested to provide electrical design support to convert all the building services from overhead to underground as an addition to the project scope. The additional scope of work will include the following:

- a. Perform a site visit to inventory meters/sizes, confirm the individual building's service panel locations, evaluate possible gang meter options, etc.
- b. Coordinate with Duke Energy and the City of Asheboro for the future underground conversions.
- c. Provide required electrical drawings (65, 90, and 100%) and specifications, if required, as well as necessary bid quantity items for the final project package.

The total contract price adjustment for this change order is an increase of \$15,600.00. The total fee, as amended, would be \$324,600.00.

A copy of the change order is on file in the community development division and the city clerk's office.

Council Member Bell moved, and Council Member Heath seconded the motion, to approve Change Order No. 2 and authorize the city manager to sign this change order between the City of Asheboro and The Wooten Company. Council Members Bell, Burks, Heath, McCaskill, Redding, and Swiers voted aye. There were no dissenting votes.

(b) Consideration of an Ordinance to Amend the State Capital Infrastructure Grant Fund

Ms. Reaves presented and recommended adoption, by reference, of an ordinance to amend the State Capital Infrastructure Grant Fund to account for the above-listed change order.

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

60 ORD 9-23

**ORDINANCE TO AMEND
STATE CAPITAL INFRASTRUCTURE GRANT FUND
FY 2023-2024**

WHEREAS, in January 2022, The City of Asheboro was awarded a State Capital Infrastructure Fund (SCIF) Directed Grants in the amount of \$1,500,000 for repairs and renovations of downtown facilities.

WHEREAS, in May 2022, the City of Asheboro’s completed a scope of work and grant agreement assigning the purpose of these funds to be for the trade street renovation project.

WHEREAS, the current contract for The Wooten Company for design services for the project is \$309,000.

WHEREAS, the City of Asheboro has requested to expand the scope of work in the Wooten Company contract to include electrical design support to convert all the building services from overhead to underground.

WHEREAS, the cost of change order #2 is \$15,600.

WHEREAS, with the approval of change order #2, the total contract with The Wooten Company is \$324,600.

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

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

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

That the following expense line items be decreased / increased:

<u>Line Item</u>	<u>Description</u>	<u>(Decrease)</u> <u>Increase</u>
67-700-500.0000-67	Downtown Facilities – Unassigned	(15,600)
67-700-500.0001-67	Downtown Facilities - Engineering	15,600
	Net Change	<u>0</u>

Adopted this the 7th day of September 2023.

 /s/ Walker B. Moffitt
Walker B. Moffitt,
Mayor Pro Tempore

ATTEST:

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

12. Installment Financing for the Acquisition of Police Radios

Ms. Reaves presented and recommended adoption, by reference, of a resolution approving installment financing terms with Truist Bank.

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

RESOLUTION NUMBER 34 RES 9-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A Resolution Approving Installment Financing
Terms with Truist Bank

WHEREAS, the City of Asheboro (“Borrower”) has decided to purchase police radios (the “Project”) for the use of the Asheboro Police Department in effectively performing its public safety duties as a municipal law enforcement agency; and

WHEREAS, Section 160A-20 of the North Carolina General Statutes authorizes the Borrower to finance the purchase of personal property by means of an installment financing contract that creates a security interest in the purchased property in favor of the entity supplying financing for the purchase transactions; and

WHEREAS, after searching for favorable financing rates and terms, the city finance officer has presented a proposal for the financing of the above-referenced Project.

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

Section 1. The Borrower hereby determines to finance the Project through Truist Bank (“Lender”) in accordance with the proposal/term sheet dated August 10, 2023. The amount financed shall not exceed \$803,922.66, the annual interest rate (in the absence of a default or a change in tax status) shall not exceed 5.46%, and the financing term shall not exceed 59 months from closing.

Section 2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents and to take all such further action as they may consider necessary or desirable to carry out the financing of the Project as contemplated by the proposal and this Resolution.

Section 3. The finance officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer’s satisfaction. To the extent authorized by law, the finance officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the finance officer shall approve, with the finance officer’s release of any Financing Document for delivery constituting conclusive evidence of such officer’s final approval of the document’s final form.

Section 4. The Borrower shall not take or omit to take any action the taking or omission of which will cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as “qualified tax-exempt obligations” for the purpose of Internal Revenue Code Section 265(b)(3).

Section 5. The Borrower intends that the adoption of this Resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project for project costs may be reimbursed from the financing proceeds.

Section 6. All prior actions of Borrower officers in furtherance of the purposes of this Resolution are hereby ratified, approved, and confirmed. All other resolutions (or parts thereof) in conflict with this Resolution are hereby repealed to the extent of any such conflict. This Resolution shall take effect immediately.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on September 7, 2023.

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

ATTEST:

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

13. Public Hearings on Annexation Petitions

(a) A Petition Received from Larry McKenzie and Amber Hill

Mayor Smith opened the public hearing on the question of the annexation petition submitted by Larry McKenzie and Amber Hill requesting the annexation into the Asheboro primary city limits of a parcel of land at the eastern terminus of Kelly Circle. As part of the public hearing, City Engineer Michael Leonard, PE presented the staff's analysis of the annexation petition. Mayor Smith then invited comments from the public, but none were offered.

In the absence of any public comments, Mayor Smith transitioned to the deliberative phase of the hearing. Council Member Bell moved, and Council Member Heath seconded the motion, to approve/adopt the following annexation ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Redding, and Swiers voted aye. There were no dissenting votes.

ORDINANCE NO. 61 ORD 9-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE EXTENDING THE ASHEBORO CITY LIMITS BY ANNEXING AN AREA APPROXIMATELY 1.827 ACRES IN SIZE, WHICH IS CONTIGUOUS TO THE EXISTING PRIMARY CITY LIMITS, AND IS LOCATED AT THE EASTERN TERMINUS OF KELLY CIRCLE

WHEREAS, in accordance with Section 160A-31 of the North Carolina General Statutes, Larry W. McKenzie and Amber M. Hill submitted a petition requesting the annexation into Asheboro of territory located within a parcel of land owned by the petitioners at the eastern terminus of Kelly Circle; and

WHEREAS, at the time of the submission of the annexation petition, the parcel of land was identified in the petition by Randolph County Parcel Identification Number 7763413934; and

WHEREAS, the entirety of the territory proposed for annexation is more specifically described by metes and bounds in Section 1 of this Ordinance; and

WHEREAS, on August 10, 2023, by means of a duly adopted resolution (Resolution Number 28 RES 8-23), the city council directed the city clerk to investigate the sufficiency of the petition submitted by the requestors, and the city clerk has in fact certified the sufficiency of the annexation petition; and

WHEREAS, pursuant to Asheboro City Council Resolution Number 29 RES 8-23, a legal notice was published on August 26, 2023, in *The Courier-Tribune*, a newspaper with general circulation in the City of Asheboro, announcing that a public hearing to consider the adoption of an ordinance annexing the described territory into the City of Asheboro would be held during the city council's next regular meeting, which was scheduled to begin at 7:00 p.m. on September 7, 2023, in the council chamber on the second floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203; and

WHEREAS, the public hearing was held, as advertised, on September 7, 2023; and

WHEREAS, the city council has determined that the annexation petition meets the requirements of Section 160A-31 of the North Carolina General Statutes.

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

Section 1. By virtue of the authority granted in Section 160A-31 of the North Carolina General Statutes, the following described contiguous territory is annexed, attached to, and hereby becomes part of the City of Asheboro:

Asheboro Township, Randolph County, North Carolina:

BEGINNING on the existing Asheboro primary city limits line at a computed point/point not set in the northern margin of the cul-de-sac for the eastern terminus of Kelly Circle, which is a city street, this BEGINNING point is located the following two bearings and distances from the point where the curve of the cul-de-sac begins on the north side of the terminus for Kelly Circle: For the first bearing and distance proceed in a southwesterly direction along the arc of a curve with a radius of 50.00 feet and an arc length of 55.54 feet (delta angle 63 degrees 38 minutes 29 seconds) a chord bearing and distance of South 80 degrees 11 minutes 33 seconds West 52.73 feet to a 5/8-inch existing iron rod flush with the ground in the northern margin of the cul-de-sac for Kelly Drive; thence continuing in a southwesterly direction along the arc of a second curve with a radius of 25.00 feet and an arc length of 18.69 feet (delta angle 42 degrees 50 minutes 23 seconds) a chord bearing and distance of South 69 degrees 47 minutes 30 seconds West 18.26 feet to a 5/8-inch existing iron rod flush with the ground in the northern margin of the 60-foot public right-of-way for Kelly Circle; thence, from the described BEGINNING point, following the existing Asheboro primary city limits line North 00 degrees 24 minutes 56 seconds East 112.56 feet to a computed point/point not set at the point where the southern boundary line of the James Lewis Bonkemeyer and Geneva Catherine Bonkemeyer property described in Deed Book 1523, Page 836 in the Office of the Register of Deeds for Randolph County, North Carolina (the "Randolph County Registry") meets the northern boundary line of the Larry W. McKenzie and Amber M. Hill property described in Deed Book 2839, Page 1225, Randolph County Registry and further identified in Plat Book 40, Page 55, Randolph County Registry (Larry W. McKenzie and Amber M. Hill are the petitioners requesting the annexation of their real property into the corporate limits of the City of Asheboro, and the entirety of the territory for which annexation has been requested will be hereinafter referred to as the "Annexation Territory"); thence departing from the existing Asheboro primary city limits line and following the proposed Asheboro primary city limits line along the northern boundary of the Annexation Territory by running with the James Lewis Bonkemeyer and Geneva Catherine Bonkemeyer property described in Deed Book 1523, Page 836, Randolph County Registry the next five bearings and distances: South 59 degrees 22 minutes 45 seconds East 48.58 feet to a 5-inch existing iron pipe that is flush with the ground; thence North 85 degrees 45 minutes 28 seconds East 60.19 feet to a 1/4-inch existing iron pipe that is up four inches; thence North 86 degrees 15 minutes 14 seconds East 36.29 feet to a 5-inch existing iron pipe that is up six inches; thence North 85 degrees 45 minutes 00 seconds East 604.85 feet to a 5-inch existing iron pipe that is flush with the ground; thence North 86 degrees 25 minutes 21 seconds East 32.41 feet to a computed point/point not set at the northeast corner of the Annexation Territory; thence departing from the northern boundary of

the Annexation Territory, but continuing to follow the proposed Asheboro primary city limits line, by proceeding along the eastern boundary of the Annexation Territory and running with the Clifton Mark Smith property described in Deed Book 2626, Page 383, Randolph County Registry the next two bearings and distances: South 11 degrees 13 minutes 48 seconds East 93.12 feet to a computed point/point not set; thence South 56 degrees 37 minutes 07 seconds West 72.20 feet to a computed point/point not set; thence continuing to proceed along the proposed Asheboro primary city limits line by running with the southern boundary of the Annexation Territory along the Herbert Charles Cox property described in the Office of the Clerk of Superior Court for Randolph County, North Carolina in Estate File 18E-527 the next six bearings and distances: North 71 degrees 56 minutes 44 seconds West 75.24 feet to a computed point/point not set; thence North 76 degrees 22 minutes 25 seconds West 35.92 feet to a computed point/point not set; thence North 50 degrees 22 minutes 52 seconds West 85.65 feet to a computed point/point not set; thence South 37 degrees 18 minutes 49 seconds West 69.50 feet to a computed point/point not set; thence South 17 degrees 43 minutes 56 seconds West 52.32 feet to a computed point/point not set; thence South 10 degrees 51 minutes 02 seconds West 12.22 feet to a computed point/point not set on the existing Asheboro primary city limits line; thence following the existing Asheboro primary city limits line North 89 degrees 19 minutes 59 seconds West 404.57 feet along the southern boundary of the Annexation Territory to a computed point/point not set on the margin of the eastern terminus of the public right-of-way for Kelly Circle; thence North 89 degrees 35 minutes 04 seconds West 25.61 feet along the existing Asheboro primary city limits line to a computed point/point not set in the cul-de-sac for the eastern terminus of Kelly Circle; thence departing from the southern boundary of the Annexation Territory and proceeding along the western boundary of the Annexation Territory by following, within the cul-de-sac for the eastern terminus of Kelly Circle, the existing Asheboro primary city limits line the following bearing and distance: North 00 degrees 24 minutes 56 seconds East 22.65 feet to the point and place of BEGINNING, and containing a total of 1.827 acres, more or less, to be annexed.

The above-stated legal description is in accordance with a plat of survey drawn under the supervision of Dan W. Tanner, II, Professional Land Surveyor, L-4787. The plat of survey is titled "Annexation Survey For: Larry McKenzie" and is further identified as Job #: 14652.

The plat of survey referenced in the immediately preceding paragraph is recorded in Plat Book 182, Page 23, Randolph County Registry.

Section 2. Upon and after September 7, 2023, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheboro and shall be entitled to the same privileges and benefits as other parts of the City of Asheboro. The above-described territory shall be subject to municipal taxes according to Section 160A-58.10 of the North Carolina General Statutes.

Section 3. The Mayor of the City of Asheboro shall cause to be recorded in the Office of the Randolph County Register of Deeds and in the Office of the North Carolina Secretary of State an accurate map of the annexed territory that is described in Section 1 of this Ordinance together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Randolph County Board of Elections as required by Section 163-288.1 of the North Carolina General Statutes.

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

Section 5. This Ordinance shall be in full force and effect upon and after September 7, 2023.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on September 7, 2023.

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

ATTEST:

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

Approved as to form:

/s/ Jeffrey C. Sugg
Jeffrey C. Sugg, City Attorney

(b) A Petition Received from Alexander Lucas and Darren Lucas

Mayor Smith opened the public hearing on the question of the annexation petition submitted by Alexander Thomas Lucas and Darren K. Lucas requesting the annexation into the Asheboro primary city limits of a parcel of land located along the north side of W O W Road. As part of the public hearing, Mr. Leonard presented the staff's analysis of the annexation petition. Mayor Smith then invited comments from the public, but none were offered.

In the absence of any public comments, Mayor Smith transitioned to the deliberative phase of the hearing. Council Member Bell moved, and Council Member Swiers seconded the motion, to approve/adopt the following annexation ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Redding, and Swiers voted aye. There were no dissenting votes.

ORDINANCE NO. 62 ORD 9-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AN ORDINANCE EXTENDING THE ASHEBORO CITY LIMITS BY ANNEXING AN
AREA APPROXIMATELY 1.175 ACRES IN SIZE, WHICH IS CONTIGUOUS TO
THE EXISTING PRIMARY CITY LIMITS, AND IS LOCATED ALONG
THE NORTH SIDE OF W O W ROAD**

WHEREAS, in accordance with Section 160A-31 of the North Carolina General Statutes, Alexander Thomas Lucas and Darren K. Lucas submitted a petition requesting the annexation into Asheboro of territory located within a parcel of Lucas land located along the north side of W O W Road; and

WHEREAS, at the time of the submission of the annexation petition, the parcel of land was identified by Randolph County Parcel Identification Number 7763933698; and

WHEREAS, the entirety of the territory proposed for annexation is more specifically described by metes and bounds in Section 1 of this Ordinance; and

WHEREAS, on August 10, 2023, by means of a duly adopted resolution (Resolution Number 30 RES 8-23), the Asheboro City Council directed the city clerk to investigate the sufficiency of the petition submitted by Alexander Lucas and Darren Lucas, and the city clerk has in fact certified the sufficiency of the annexation petition; and

WHEREAS, pursuant to Asheboro City Council Resolution Number 31 RES 8-23, a legal notice was published on August 26, 2023, in *The Courier-Tribune*, a newspaper with general circulation in the City of Asheboro, announcing that a public hearing to consider the adoption of an ordinance annexing the described territory into the City of Asheboro would be held during the city council's next regular meeting, which was scheduled to begin at 7:00 p.m. on September 7, 2023, in the council chamber on the second floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203; and

WHEREAS, the public hearing was held, as advertised, on September 7, 2023; and

WHEREAS, the city council has determined that the annexation petition meets the requirements of Section 160A-31 of the North Carolina General Statutes.

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

Section 1. By virtue of the authority granted in Section 160A-31 of the North Carolina General Statutes, the following described contiguous territory is annexed, attached to, and hereby becomes part of the City of Asheboro:

Franklinville Township, Randolph County, North Carolina:

BEGINNING on the existing Asheboro primary city limits line at a computed point/point not set within the 60-foot public right-of-way for W O W Road (North Carolina Secondary Road 2128), this BEGINNING point is located the following two bearings and distances from a point located by means of the North Carolina Coordinate System: For the first bearing and distance, proceed South 05 degrees 20 minutes 19 seconds West 3.36 feet to a 1-inch existing iron pipe that is down eight inches; thence South 53 degrees 43 minutes 33 seconds East 89.27 feet to a 1-inch existing iron rod that is down four inches and is located by means of the North Carolina Coordinate System at the coordinates of North 733,537.63 Ground US Survey Feet and East 1,769,601.84 Ground US Survey Feet (NAD 83 (2011)); thence, from the described BEGINNING point, following the existing Asheboro primary city limits line within the public right-of-way for W O W Road the next two bearings and distances: South 87 degrees 45 minutes 58 seconds West 19.68 feet to a computed point/point not set; thence South 87 degrees 45 minutes 58 seconds West 117.56 feet to a computed point/point not set; thence departing from the existing Asheboro primary city limits line and proceeding along the proposed Asheboro primary city limits line by running across the public right-of-way for W O W Road the next two bearings and distances: North 07 degrees 36 minutes 35 seconds East 20.07 feet to an existing flat blade at stones; thence North 07 degrees 36 minutes 35 seconds East 12.21 feet to a 5/8-inch new iron rod flush with the ground in the northern margin of the public right-of-way for W O W Road; thence continuing to proceed along the proposed Asheboro primary city limits line North 07 degrees 36 minutes 35 seconds East 464.01 feet in order to follow the western boundary of the Alexander Thomas Lucas property described in the Office of the Register of Deeds for Randolph County, North Carolina (the "Randolph County Registry") in Deed Book 2848, Page 918 (Alexander Lucas Thomas and Darren K. Lucas are the petitioners requesting the annexation of land into the corporate limits of the City of Asheboro, and the territory for which annexation has been requested will be hereinafter referred to as the "Annexation Territory") to an existing axle that is down one inch at a shared corner with the Angela M. Hoffman property described in Deed Book 2387, Page 1594, Randolph County Registry; thence departing from the western boundary of the Annexation Territory, but continuing to follow the proposed Asheboro primary city limits line, by running with the eastern boundary of the Annexation Territory the next three bearings and distances: South 29 degrees 14 minutes 45 seconds East 110.69 feet to a 1 and 1/4- inch existing iron pipe that is flush with the ground; thence South 14 degrees 51 minutes 41 seconds East 153.57 feet to a 1-inch existing iron pipe that is up two inches; thence South 05 degrees 20 minutes 19 seconds West 236.33 feet to a 5/8-inch new iron rod that is flush with the ground in the northern margin of the public right-of-way for W O W Road; thence continuing to follow the proposed Asheboro primary city limits line by proceeding South 05 degrees 20 minutes 19 seconds West 6.20 feet into the public right-of-way for W O W Road to the point and place of BEGINNING, and containing a total of 1.175 acres, more or less, to be annexed.

The above-stated legal description is in accordance with a plat of survey drawn under the supervision of Dan W. Tanner, II, Professional Land Surveyor, L-4787. The plat of survey is titled "Annexation Survey For: Alexander Thomas Lucas" and is further identified as Job #: 15001.

The plat of survey referenced in the immediately preceding paragraph is recorded in Plat Book 182, Page 24, Randolph County Registry.

Section 2. Upon and after September 7, 2023, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheboro and shall be entitled to the same privileges and benefits as other parts of the City of Asheboro. The above-described territory shall be subject to municipal taxes according to Section 160A-58.10 of the North Carolina General Statutes.

Section 3. The Mayor of the City of Asheboro shall cause to be recorded in the Office of the Randolph County Register of Deeds and in the Office of the North Carolina Secretary of State an accurate map of the annexed territory that is described in Section 1 of this Ordinance together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Randolph County Board of Elections as required by Section 163-288.1 of the North Carolina General Statutes.

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

Section 5. This Ordinance shall be in full force and effect upon and after September 7, 2023.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on September 7, 2023.

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

ATTEST:

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

Approved as to form:

/s/ Jeffrey C. Sugg
Jeffrey C. Sugg, City Attorney

14. Zoo City Sportsplex

(a) Change Order No. 9 with Terry's Plumbing and Utilities, Inc.

Mr. Leonard presented Change Order No. 9 between the City of Asheboro and Terry's Plumbing and Utilities, Inc. for the following:

- a. Construct shell only for new recreation office;
- b. Construct additional asphalt parking lots and 10' concrete sidewalk around field #1 and the proposed recreation office; and
- c. Provide approximately 625 LF 4" PVC sewer and approximately 450 LF 1" 160 psi roll pipe water service to serve new restrooms at field #2.

A letter from Terry's Plumbing and Utilities, Inc. was also distributed to the governing board members after Mr. Leonard made his presentation. The letter, which was dated July 17, 2023, stated the contractor's interest in the cultural and recreations services building at 2981 Zoo parkway. The contractor proposed to complete all sitework, grading, plumbing, and landscaping at no cost to the city.

The total contract price upward adjustment attributable to Change Order No. 9 is \$430,250.00. The contractor also requested in this change order a 180-day time extension for the listed work. Copies of the change order and the referenced letter are on file in the city's engineering department and the city clerk's office.

Council Member Bell moved, and Council Member Burks seconded the motion, to approve Change Order No. 9 between the City of Asheboro and Terry's Plumbing and Utilities, Inc. Council Members Bell, Burks, Heath, Redding, and Swiers voted aye. Council Member McCaskill abstained. There were no dissenting votes. Due to the voting rules prescribed by statute for city council votes, the abstention will be counted as an "aye" vote. Consequently, the change order is deemed to have been approved unanimously.

(b) Budget Ordinance and Project Fund Amendments

Ms. Reaves presented and recommended adoption, by reference, of an ordinance to amend the general fund.

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

63 ORD 9-23

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

WHEREAS, the City of Asheboro wishes to allocate funding for Change order 9 in the amount of \$430,250 between the City of Asheboro and Terry’s Plumbing and Utilities.

WHEREAS, Change order 9 contains work that is classified as general fund activities and work that is classified as water & sewer fund activities.

WHEREAS, Change order 9 includes \$288,500 for the construction of the “shell only” for the new recreation office which is a general fund activity.

WHEREAS, Change order 9 includes \$110,000 to construct additional asphalt parking lots and concrete sidewalk around field 1 and the proposed recreation office which is a general fund activity.

WHEREAS, Change order 9 does not include the cost of ABC stone and concrete flatwork that will be needed for the asphalt parking lot and concrete sidewalk and which will be added later based on market prices.

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

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

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

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

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-000-399.0000	Fund Balance Appropriation	\$398,500

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-620-574.7400	Contribution to Zoo City Sportsplex Fund	\$398,500

Adopted this 7th day of September 2023.

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

ATTEST:

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

64 ORD 9-23

**ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2023-2024**

WHEREAS, the City of Asheboro wishes to allocate funding for Change order 9 in the amount of \$430,250 between the City of Asheboro and Terry’s Plumbing and Utilities.

WHEREAS, Change order 9 contains work that is classified as general fund activities and work that is classified as water & sewer fund activities.

WHEREAS, change order 9 includes \$31,750 for approximately 625 LF 4”PVC sewer and approximately 450 LF 1” psi roll pipe water service to server the new restroom at Field #2 which is a water & sewer fund activity.

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

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

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

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
30-000-399.0000	Fund Balance Appropriation	\$31,750

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
30-870-574.7400	Contribution to ZCSP fund	\$31,750

Adopted this 7th day of September, 2023.

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

ATTEST:

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

65 ORD 9-23

ORDINANCE TO AMEND
THE ZOO CITY SPORTSPLEX FUND
FY 2023-2024

WHEREAS, the City of Asheboro wishes to allocate funding for Change order 9 in the amount of \$430,250 between the City of Asheboro and Terry’s Plumbing and Utilities.

WHEREAS, Change order 9 contains work that is classified as general fund activities and work that is classified as water & sewer fund activities.

WHEREAS, Change order 9 includes \$288,500 for the construction of the “shell only” for the new recreation office which is a general fund activity.

WHEREAS, Change order 9 includes \$110,000 to construct additional asphalt parking lots and concrete sidewalk around field 1 and the proposed recreation office which is a general fund activity.

WHEREAS, Change order 9 does not include the cost of ABC stone and concrete flatwork that will be needed for the asphalt parking lot and concrete sidewalk and which will be added later based on market prices.

WHEREAS, change order 9 includes \$31,750 for approximately 625 LF 4”PVC sewer and approximately 450 LF 1” psi roll pipe water service to server the new restroom at Field #2 which is a water & sewer fund activity.

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

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

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

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
74-000-370.0000-74	Contribution from General Fund	\$398,500
74-000-300.3000-74	Contribution from W&S fund	31,750
		<u>\$430,250</u>

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u> / <u>decrease</u>
74-000-400.9001-74	Construction	430,250

Adopted this 7th day of September 2023.

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

ATTEST:

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

15. Water Resources Items

(a) Lake Lucas Dam Intake Improvements Project

Water Resources Director Michael Rhoney, PE presented and recommended adoption, by reference, of a resolution supporting and authorizing an application for a state grant/loan for the Lake Lucas Dam Intake Improvements Project.

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

RESOLUTION NUMBER 35 RES 9-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION SUPPORTING AND AUTHORIZING AN APPLICATION
FOR A STATE GRANT/LOAN FOR THE LAKE LUCAS
DAM INTAKE IMPROVEMENTS PROJECT**

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (codified in Chapter 159G of the North Carolina General Statutes) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction for a drinking water treatment works; and

WHEREAS, the City of Asheboro (hereafter referred to interchangeably as the “City” and the “Applicant”) needs and intends to construct water treatment works improvements described as the Lake Lucas Dam Intake Improvements Project (hereafter referred to as the “Project”); and

WHEREAS, the City intends to request state loan or grant assistance for the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro (hereafter referred to as the “Council”) that the City, if approved for a State loan or grant award, will arrange financing for all remaining costs of the Project; and

BE IT FURTHER RESOLVED by the Council that the City will adopt and place into effect on or before completion of the Project a schedule of fees and charges, in addition to other available funds, that will provide adequate funding for the proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt; and

BE IT FURTHER RESOLVED by the Council that a provision will be included in the loan agreement authorizing the State Treasurer, upon failure of the City to make scheduled repayment(s) of the loan, to withhold from the City any State funds that would otherwise be distributed to the City in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan; and

BE IT FURTHER RESOLVED by the Council that the City will provide for the efficient operation and maintenance of the Project infrastructure upon completion of the construction thereof; and

BE IT FURTHER RESOLVED by the Council that John N. Ogburn, III, who is the city manager for the Applicant (the city manager will be hereafter referred to as the “Authorized Official”), and any successor so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan to aid in the construction of the Project described above; and

BE IT FURTHER RESOLVED by the Council that the Authorized Official, and any successor so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the Project, to

make the assurances as contained above, and to execute such other documents as may be required in connection with the application; and

BE IT FURTHER RESOLVED by the Council that the City has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the Project and to Federal and State grants and loans pertaining thereto.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on September 7, 2023.

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

ATTEST:

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

(b) Lead Service Line Inventory Project

Mr. Rhoney presented and recommended adoption, by reference, of a resolution supporting and authorizing an application for a state grant/loan for the City of Asheboro Lead Service Line Inventory Project.

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

RESOLUTION NUMBER 36 RES 9-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION SUPPORTING AND AUTHORIZING AN APPLICATION FOR A
STATE GRANT/LOAN FOR THE CITY OF ASHEBORO LEAD SERVICE
LINE INVENTORY PROJECT**

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (codified in Chapter 159G of the North Carolina General Statutes) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction for a drinking water treatment works; and

WHEREAS, the City of Asheboro (hereafter referred to interchangeably as the “City” and the “Applicant”) has need for and intends to construct, plan for, or conduct a study as part of a project described as “The City of Asheboro Lead Service Line Inventory Project”; and

WHEREAS, the City intends to request state loan or grant assistance for the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro (hereafter referred to as the “Council”) that the City, if approved for a State loan or grant award, will arrange financing for all remaining costs of the Project; and

BE IT FURTHER RESOLVED by the Council that the City will provide for the efficient operation and maintenance of the Project on completion of construction thereof; and

BE IT FURTHER RESOLVED by the Council that the City will adopt and place into effect on or before completion of the Project a schedule of fees and charges, in addition to other available funds, that will provide adequate funding for the proper operation,

maintenance, and administration of the system and the repayment of all principal and interest on the debt; and

BE IT FURTHER RESOLVED by the Council that a provision will be included in the loan agreement authorizing the State Treasurer, upon failure of the City to make scheduled repayment(s) of the loan, to withhold from the City any State funds that would otherwise be distributed to the City in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan; and

BE IT FURTHER RESOLVED by the Council that John N. Ogburn, III, who is the city manager for the Applicant (the city manager will be hereafter referred to as the “Authorized Official”), and any successor so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan to aid in the construction of the Project described above; and

BE IT FURTHER RESOLVED by the Council that the Authorized Official, and any successor so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the Project, to make the assurances as contained above, and to execute such other documents as may be required in connection with the application; and

BE IT FURTHER RESOLVED by the Council that the City has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the Project and to Federal and State grants and loans pertaining thereto.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on September 7, 2023.

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

ATTEST:

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

(c) W.L. Brown Water Treatment Plant Emerging Contaminants Planning Project

Mr. Rhoney presented and recommended adoption, by reference, of a resolution supporting and authorizing an application for a state grant/loan for the W.L. Brown Water Treatment Plant Emerging Contaminants Planning Project.

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

RESOLUTION NUMBER 37 RES 9-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION SUPPORTING AND AUTHORIZING AN APPLICATION FOR A STATE GRANT/LOAN FOR THE W. L. BROWN WATER TREATMENT PLANT EMERGING CONTAMINANTS PLANNING PROJECT

WHEREAS, the Federal Bipartisan Infrastructure Law of 2021 provides Federal investment in water infrastructure including Emerging Contaminants Funds; and

WHEREAS, the City of Asheboro (hereafter referred to interchangeably as the “City” and the “Applicant”) needs and intends to begin a study to evaluate and plan for treatment

options for emerging contaminants at the water treatment plant as part of a project described as the W. L. Brown Water Treatment Plant Emerging Contaminants Planning Project (hereafter referred to as the “Project”); and

WHEREAS, the City intends to request state loan or grant assistance for the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro (hereafter referred to as the “Council”) that the City, if approved for a State loan or grant award, will arrange financing for all remaining costs of the Project; and

BE IT FURTHER RESOLVED by the Council that the City will adopt and place into effect on or before completion of the Project a schedule of fees and charges, in addition to other available funds, that will provide adequate funding for the proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt; and

BE IT FURTHER RESOLVED by the Council that a provision will be included in the loan agreement authorizing the State Treasurer, upon failure of the City to make scheduled repayment(s) of the loan, to withhold from the City any State funds that would otherwise be distributed to the City in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan; and

BE IT FURTHER RESOLVED by the Council that the City will provide for the efficient operation and maintenance of the Project infrastructure upon completion of the construction thereof; and

BE IT FURTHER RESOLVED by the Council that John N. Ogburn, III, who is the city manager for the Applicant (the city manager will be hereafter referred to as the “Authorized Official”), and any successor so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan to aid in the construction of the Project described above; and

BE IT FURTHER RESOLVED by the Council that the Authorized Official, and any successor so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the Project, to make the assurances as contained above, and to execute such other documents as may be required in connection with the application; and

BE IT FURTHER RESOLVED by the Council that the City has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the Project and to Federal and State grants and loans pertaining thereto.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on September 7, 2023.

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

ATTEST:

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

(d) A Project Ordinance Establishing a Fund for the Wolfspeed Water Line Extension Project

Mr. Rhoney presented and recommended adoption, by reference, of an ordinance establishing a fund for the Wolfspeed Water Line Extension Project.

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

66 ORD 9-23

PROJECT ORDINANCE
Wolfspeed Grant Fund
FY 2023-2024

WHEREAS, the City of Asheboro received a direct allocation of \$55 million from the North Carolina Legislature in the 2022-23 state budget to extend water service to Wolfspeed at the Chatham Advanced Manufacturing (CAM) site and the project will include all improvements necessary to convey water demand agreed to in the Memorandum of Understanding between the NC Department of Commerce and the City executed on February 22, 2023.

WHEREAS, the proposed water main will extend from the terminus of the Asheboro water line on US Hwy 64 East and extend approximately twelve (12) miles along US Hwy 64 East through Franklinville, Ramseur, and Randolph County and the proposed water main (size yet to be determined) will convey approximately 3 to 5 million gallons per day (MGD).

WHEREAS, although the proposed corridor is primarily located within NCDOT right-of-way, there will be multiple stakeholders requiring various levels of coordination.

WHEREAS, the City intends to utilize the Progressive Design-Build method which will include the services of an Owner’s advisor to provide expertise to staff for the design-build process, A design-build team who will be selected based on qualifications, and a contract that will be negotiated to complete the project prior to its mandatory completion date of January 1, 2026.

WHEREAS, the City of Asheboro desires to set up a Special Revenue Fund to account for the funding and the expenses related to these grants, and;

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

Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Project Ordinance is adopted:

Section 1: The Wolfspeed Grant Fund is hereby authorized as a project with current revenues and expenditures projected as listed below.

Section 2: The officers of the City of Asheboro are hereby authorized to proceed with the project within the terms of the agreement approved by the City Council and the budget contained herein.

Section 3: The following revenues are anticipated to be available at this time for this project:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
61-300-0000	State Grant	\$55,000,000

Section 4: The following amounts are appropriated as expenditures for this project:

That the following Expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
61-400-0000	Engineering	12,000,000
61-425-0000	Construction	37,000,000
61-450-0000	Administration	1,000,000
61-475-0000	Contingency	5,000,000

Total	\$55,000,000
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Adopted this the 7th day of September 2023.

/s/ David H. Smith

David H. Smith, Mayor

ATTEST:

/s/ Holly H. Doerr

Holly H. Doerr, CMC, NCCMC, City Clerk

16. A Lease Agreement for the Use of Transmitter Space

City Attorney Jeff Sugg presented and recommended adoption, by reference, of a resolution approving a lease agreement with the Randolph County Board of Education.

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

RESOLUTION NUMBER 38 RES 9-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION APPROVING A LEASE AGREEMENT WITH THE RANDOLPH COUNTY BOARD OF EDUCATION

WHEREAS, the City of Asheboro owns and operates a tower that is located on Dave’s Mountain and is used for the transmission of radio signals needed to conduct municipal operations efficiently and effectively; and

WHEREAS, the tower described in the immediately preceding paragraph (the “Tower”) is located on a secured city-owned parcel of land (Randolph County Parcel Identification Number 7752308105) utilized primarily for a water tank that is part of the city’s public water supply and distribution system; and

WHEREAS, the Randolph County Board of Education (the “County Schools”) has, since 2013, leased space on the Tower for the transmission of radio signals in furtherance of school operations; and

WHEREAS, no problems have been encountered by either the city or the County Schools during the term of the lease agreement entered by the city and the County Schools in 2013; and

WHEREAS, the previous lease term has now expired; and

WHEREAS, Section 160A-272 of the North Carolina General Statutes provides that property owned by the City may be leased to a tenant if the desired property will not be needed by the City for the term of the lease; and

WHEREAS, on July 27, 2023, notice was published in *The Courier-Tribune* of the Asheboro City Council’s intent to consider, during its regular meeting on September 7, 2023, a resolution authorizing the lease of the requested space to the County Schools; and

WHEREAS, because the space currently utilized by the County Schools is not needed for city operations, the city council is agreeable to entering into a new lease agreement authorizing the continued use of the same space on the Tower by the County Schools on the

same material terms and conditions found in the recently expired agreement that was originally entered in 2013; and

WHEREAS, the new lease agreement proposed by city staff for approval is attached to this Resolution as EXHIBIT 1 and is hereby incorporated into this Resolution by reference as if copied fully herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the proposed lease agreement with the County Schools, which is attached to this resolution as EXHIBIT 1, is hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the mayor is hereby authorized to execute on behalf of the City all documents and instruments necessary to carry into full force and effect the lease agreement attached hereto as EXHIBIT 1.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on September 7, 2023.

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

ATTEST:

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

EXHIBIT 1

NORTH CAROLINA	)	LEASE AND AGREEMENT FOR USE
	)	OF TRANSMITTER SPACE
RANDOLPH COUNTY	)	

This **LEASE AND AGREEMENT FOR USE OF TRANSMITTER SPACE** (the “**Agreement**”), which pertains to the use of transmitter space on a tower constructed and owned by the City of Asheboro on Dave’s Mountain, is made and entered into, as of the date of the last acknowledged signature affixed hereto, by and between the **CITY OF ASHEBORO**, a North Carolina municipal corporation with its principal office located at 146 North Church Street, Asheboro, North Carolina 27203 (the “**Lessor**”), and the **RANDOLPH COUNTY BOARD OF EDUCATION**, a body corporate with its principal office located at 2222-C South Fayetteville Street, Asheboro, North Carolina 27205 (the “**Lessee**”).

WITNESSETH:

The Lessor owns and operates a tower that is located on Dave’s Mountain and is used for the transmission of radio signals needed to conduct municipal operations efficiently and effectively. This tower (the “**Tower**”) is located on a secured parcel of land (Randolph County Parcel Identification Number 7752308105) that is utilized primarily for a water tank which is part of the Lessor’s municipal water supply and distribution system. The Lessee has asked to continue to use space on the Tower for the transmission of radio signals in furtherance of school operations, and the Lessor is agreeable to leasing to the Lessee space on the Tower.

Accordingly, and in consideration of the mutual promises herein of both parties, it is hereby mutually agreed as specified in the following sections of this Agreement:

Section 1. The Lessee agrees to lease and use space on the Tower for the limited and sole purpose of installing transmitter[s] and antenna[e]. Subject to the terms and conditions found within this Agreement, the Lessor agrees that the Lessee may install and service its transmitter[s] and antenna[e] on the Tower.

Section 2. Subject to the termination provisions specified herein, the term of this Agreement shall be ten (10) years. The lease term shall commence at 12:01 a.m. on the 1st day of August, 2023, and terminate at midnight on July 31, 2033; provided, however, that either party may terminate, with or without cause, this Agreement without any early termination fee or penalty of any kind prior to July 31, 2033, so long as written notice of the termination of the Agreement is provided between January the 1st and March the 1st of the calendar year in which the Agreement is to be terminated. Upon proper delivery of such notice of early termination, this Agreement shall terminate at midnight on the 31st day of July of the calendar year in which proper delivery of the notice is made. Delivery of the notice of early termination of the Agreement shall be deemed to be proper and effective when deposited in the United States mail, with first class postage prepaid, and addressed as follows:

LESSOR: City of Asheboro
Attn: City Manager
Post Office Box 1106
Asheboro, North Carolina 27204-1106

LESSEE: Randolph County Board of Education
Attn: Executive Director of Operations
2222-C South Fayetteville Street
Asheboro, North Carolina 27205

Section 3. The Lessee shall pay to the Lessor an annual rental fee of three thousand and no hundredths dollars (\$3,000.00) in good funds. The first annual payment shall be paid when the Lessee returns an executed duplicate original of this Agreement to the Lessor, and the subsequent annual rental payments shall be paid on or before the 1st day of August of each succeeding year until this Agreement terminates. The annual rental payments are to be made payable to the City of Asheboro and mailed to the City of Asheboro Finance Department, Post Office 1106, Asheboro, North Carolina 27204-1106, or hand-delivered to the Finance Department on the second floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203.

Section 4. Equipment installation, maintenance, replacement, and/or repair work undertaken in any form or to any degree by the Lessee's officials, employees, agents, contractors, and any other representatives shall be made at the sole expense of the Lessee and shall include, but not be limited to, the designing, painting, and/or staining of all equipment so that such equipment is reasonably compatible, both functionally and aesthetically, with the Tower and other improvements located on the Tower premises as of the commencement date of this Agreement.

Section 5. The Lessee shall maintain its equipment in a good and safe operating condition. At the termination of this Agreement's term, the Lessee will, at its sole expense, remove the equipment that it installed and restore the Tower and its associated premises to its original condition, less normal wear and tear and any casualty not caused by the Lessee, within sixty (60) calendar days of the Agreement's date of termination.

Section 6. Lessee agrees to install and maintain equipment only of types and generating frequencies that will not cause interference to transmissions or signals from Lessor. The Lessee agrees and warrants that its equipment shall comply with all noninterference rules of the Federal Communications Commission. Furthermore, Lessee's activities, operations, and equipment shall not interfere with the Lessor's operation, maintenance, and repair of the Tower, the parcel of land upon which the Tower is located, and any improvements located on the said parcel of land, including, without limitation, any and all infrastructure utilized as part of the Lessor's municipal water supply and distribution system.

In the event Lessee fails to comply with the above-stated non-interference provisions, Lessee shall take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within 48 hours of Lessee's receipt of written notice from the Lessor of the existence of such interference, Lessee shall temporarily shut down the equipment (except for intermittent operation for the purpose of testing after performing

maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference). If such interference is not corrected within 30 days after receipt by Lessee of the written notice of the existence of the interference, Lessee agrees to either remove its noncompliant equipment from the Tower, or this Agreement shall terminate as if by expiration and all of the Lessee's equipment shall be removed as provided herein.

Lessee shall be responsible for the testing needed to confirm that its equipment and transmissions are compatible with the Lessor's communications facilities and that no interference will exist. Lessor will not be liable for monetary damages or equitable relief for interference caused by existing or future communications equipment or frequencies used by the Lessor on its premises.

Section 7. The Lessee's officials, employees, agents, contractors, and any other representatives shall notify the on-duty personnel at the City of Asheboro Water Treatment Plant at (336) 626-1215 of the need to access the Tower and receive explicit authorization to enter this critical water supply infrastructure site before accessing the secured premises. Lessor's personnel shall not withhold approval for access to install, maintain, and operate the Lessee's transmitter[s] and antenna[e] unless the Lessor has a good faith basis for believing that the requested access and proposed work will interfere with or be detrimental to the Lessor's use of the Tower and/or the public water supply infrastructure located on the premises.

Section 8. Additionally, prior to beginning any equipment installation, maintenance, replacement, and/or repair work in any form or to any degree, the Lessee shall submit drawings accurately describing the proposed work to the Lessor for review to determine the compatibility of the proposed work with the operation and maintenance of the Tower and the other municipal infrastructure located on the site. Before any of the above-described activities may be commenced, express written approval must be received from the Lessor's Public Works Director and Water Resources Director. Such approval shall not be withheld unless the Lessor's officials have a good faith basis for believing that the proposed work will negatively impact the Lessor's use of the Tower and/or the public water supply infrastructure located on the premises.

Section 9. Any damage to the Tower and/or any other real or personal property of the Lessor that is caused by the Lessee's installation, construction, maintenance, operation, repair, replacement, and upgrade activities on the premises shall be immediately and completely repaired by the Lessee at its sole expense.

Section 10. The Lessee shall comply with all applicable laws, statutes, ordinances, rules, and regulations relating to the use of the Tower and the parcel of land upon which it is located, specifically including by way of illustration and not limitation occupational health and safety laws and regulations as well as the laws and regulations applicable to the premises because of the presence of the Lessor's public water supply and distribution infrastructure.

Consistent with federal and state workplace safety laws, the Lessee shall initiate, maintain, and supervise all safety precautions and programs for its officials, employees, agents, and contractors accessing the Tower to install, maintain, and/or operate the Lessee's transmitter[s] and antenna[e].

Section 11. At a minimum, Lessee shall carry during the term of this Agreement, at the sole cost and expense of the Lessee, general liability insurance with a minimum limit of liability of one million and no hundredths dollars (\$1,000,000.00) combined single limit for bodily injury or death/property damage arising out of any one occurrence. Furthermore, the Lessee shall not allow any of its officials, employees, agents, contractors, and any other representatives onto the Tower and its premises unless such individuals are covered by workers' compensation insurance that has not lapsed and is compliant with North Carolina law.

The Lessee shall furnish to the Lessor, annually and in a form satisfactory to the Lessor, certificates of insurance to demonstrate the maintenance of the insurance coverage specified in the immediately preceding paragraph. All policies shall provide for thirty (30) days advance written notice of material change, cancellation, or renewal.

Section 12. The Lessor shall arrange for the provision of all utilities necessary for the operation of the Lessee's equipment. The cost associated with such provision of utilities shall be included within the annual rental rate prescribed by this Agreement.

Section 13. The Lessor will provide notice to Lessee of any casualty affecting the demised premises as soon as is practicable. If any part of the Tower or its surrounding premises is damaged by fire or other casualty so as to render, in Lessor's or Lessee's determination, the premises unsuitable for continued use, then either party may terminate this Agreement by providing written notice to the other party, which termination will be effective as of the date of such damage or destruction. Upon such termination, Lessee will be reimbursed for any prepaid rent on a pro rata basis, but Lessor shall not be obligated to provide any other form of monetary relief, compensation, and/or damages to Lessee as a result of such casualty that rendered the premises unsuitable for use.

Section 14. Title to all improvements constructed or installed by Lessee on the demised premises shall remain in Lessee, and all improvements constructed or installed by Lessee shall at all times be and remain the property of Lessee, regardless of whether such improvements are attached or affixed to the Lessor's Tower. Upon the expiration or termination of this Agreement, the Lessee shall, within a reasonable period not to exceed sixty (60) calendar days, remove all improvements, fixtures, and personal property constructed or installed on the Lessor's premises by Lessee and shall restore the Lessor's premises to its original condition, reasonable wear and tear and casualty not caused by the Lessee excepted.

Section 15. If Lessee fails to pay any rental payment when due, or if Lessee fails to perform any of the other covenants, terms, or conditions of this Agreement, prior to exercising any rights or remedies against Lessee on account thereof, Lessor shall first provide Lessee with written notice of the failure and provide Lessee with a 30-calendar day period to cure such failure. Lessee agrees and covenants that, upon such notification of a violation or breach of the terms and conditions of this Agreement, it shall immediately and diligently undertake to correct any such condition. Lessee must, without delay or excuse, absolutely correct the defect or violation on or before the date specified by Lessor. In the event the failure to perform or comply with any term and condition of this Agreement is not cured by Lessee within the above-referenced 30-calendar day period to cure or within any other time period specified by Lessor in its written notice of the breach or failure to perform, whichever is later, the Lessor may, at its option, terminate this Agreement immediately. Upon such termination, this Agreement shall become null and void, and Lessor and Lessee shall have no further obligations to each other, other than Lessee's obligation to remove its property as provided herein.

Furthermore, the Lessor may order the Tower and the parcel of land upon which it is located closed immediately when any condition exists on the premises that an agency or official of the city, county, state, or federal government, which is charged with public health and safety responsibilities, deems to constitute a threat to health or safety.

Any continuing violation or breach by Lessor of any of the terms and conditions of this Agreement shall also be grounds for termination of this Agreement by Lessee upon 30 calendar days written notice to Lessor.

Section 16. Lessee is prohibited from assigning this Agreement or subleasing the area leased to the Lessee, and its rights herein, in whole or in part.

Section 17. With the exception of any loss or damage caused by the negligence or willful misconduct of one of the parties to this Agreement, neither Lessor nor Lessee shall be responsible or liable to the other party to this Agreement for any loss or damage arising from any claim to the extent such loss or damage is attributable to any acts or omissions of other users of the Tower or the parcel of land upon which it is located, acts of vandalism, structural failures, power failures, or other destruction or damage to the Tower and associated premises.

Section 18. Time shall be of the essence of this Agreement and each and every term and condition thereof.

Section 19. Both Lessor and Lessee acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that counsel has drafted it for both Lessor and Lessee. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

Section 20. Except as the same may be subsequently modified by means of a legal instrument signed by authorized officials of the Lessor and Lessee, this Agreement as set out herein constitutes the total understanding between the parties with respect to this Agreement.

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

LESSOR:

CITY OF ASHEBORO

CITY SEAL

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 to me, voluntarily and personally appeared before me this day and acknowledged that she is the City Clerk for the City of Asheboro and that, by authority duly given, the Mayor of the City of Asheboro voluntarily executed the foregoing instrument on behalf of the city for the purposes stated therein, Ms. Doerr sealed the instrument with the municipal seal, and she attested the instrument as the City Clerk.

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

Notary Public

OFFICIAL SEAL

(Printed or Typed Name of Notary Public)

My commission expires:

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

LESSEE:

RANDOLPH COUNTY BOARD OF EDUCATION

SEAL

By: _____
Chairman of the Board of Education

ATTEST:

Vice Chair of the Board of Education

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

I, the undersigned Notary Public of _____
County, North Carolina, do hereby certify that Sharon Petty Farlow, who is personally known
to me, voluntarily and personally appeared before me this day and acknowledged that she is
the Vice Chair of the Randolph County Board of Education and that, by authority duly given
and as the act of the said Board of Education, the foregoing instrument was signed in its
name by the Chairman of the Board of Education and attested by her as Vice Chair of the
said Board of Education.

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

Notary Public

OFFICIAL SEAL

(Printed or Typed Name of Notary Public)

My commission expires:

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

Finance Officer

17. Motion to Go Into Closed Session

Council Member Bell moved, and Council Member Redding seconded the motion to go into
closed session pursuant to Section 143-318.11(a)(5) of the North Carolina General Statutes,
in order to provide instructions to city staff concerning the position to be taken in negotiating
the price and other material terms for the acquisition of real property for the proposed third
fire station and emergency operations center. Council Members Bell, Burks, Heath,
McCaskill, Redding, and Swiers voted aye. There were no dissenting votes.

**[Once the closed session was concluded, the city council returned to open session,
and Mayor Smith followed the remainder of the meeting agenda. A separate
general account of the closed session will be approved by the city council.]**

18. 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 11:17 p.m.

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

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