

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, JUNE 6, 2024
7:00 P.M.**

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

David H. Smith	) – Mayor Presiding
Clark R. Bell	)
Edward J. Burks	)
Kelly L. Heath	)
William N. McCaskill	) – Council Members Present
Walker B. Moffitt	)
Charles A. Swiers	)
W. Joseph Trogdon, Jr.	)

John N. Ogburn, III, City Manager
Alyssa R. Chapius, Public Information Officer
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Mike Jones, Police Captain
Michael L. Leonard, PE, City Engineer
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Jonathan M. Sermon, Recreation Services Director
Jeffrey C. Sugg, City Attorney

1. Call to Order

Mayor Smith called the meeting to order for the transaction of business, and business was transacted as follows.

2. Moment of Silent Prayer and Pledge of Allegiance

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

3. Public Comment Period

Mayor Smith opened the floor for comments from the public.

Sharron Crickmore, who resides on Sterling Street in Asheboro, expressed her concerns in regards to an increase in vehicular traffic and parking impending the flow of traffic along the street.

Ms. Lee Duranceau of 429 East Kivett Street expressed her concerns about the dumping of animals and the negative impact of certain practices by dog breeders.

Alan Maldonado expressed his concerns about how the city government operates.

Pat Hall expressed her appreciation for classes offered at Randolph Community College.

4. **Consent Agenda**

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

(a) Acknowledgement of the Receipt of the Meeting Minutes for the Asheboro ABC Board Held on April 1, 2024

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

(b) Acknowledgement of the Receipt of the Asheboro ABC Board Budget Message and Proposed Budget for Fiscal Year 2024-2025

The Asheboro ABC Board's budget message and proposed budget for fiscal year 2024-2025 were received and distributed to the elected officials. The document has been filed in the city clerk's office.

(c) Acknowledgement of the Receipt of a Report Detailing Major Subdivisions Administratively Approved since May 9, 2024

There have been none approved.

(d) Approval of the Temporary Closure of Portions of North McCrary Street and Southway Road for the Fireworks Display on July 3, 2024

The council approved a special event closure order, including a temporary street closure for the fireworks display on July 3, 2024. The temporary closure will take effect at 2200 hours on July 3, 2024 and will end at 2300 hours on July 3, 2024.

(e) Approval of the Community Development Division's Request to Schedule for July 11, 2024, and to Advertise, a Legislative Hearing on an Application to Rezone Property Located at 337 West Ward Street (Randolph County Parcel Identification Number 7751742316) from I2 to M zoning.

(f) Approval of an Ordinance to Close Economic Development Fund

16 ORD 6-24

**ORDINANCE TO AMEND AND CLOSE
The ECONOMIC & TOURISM DEVELOPMENT FUND (#72)
FY 2023-2024**

WHEREAS, the last ordinance to amend the Economic & Tourism Development Fund was approved June 28, 2022.

WHEREAS, the City of Asheboro no longer has a need for this Special Revenue Fund.

WHEREAS, the City Council of the City of Asheboro desires to amend the budget as required by law to remit unspent funds back to the General Operating Fund.

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 Economic & Tourism Development Fund (fund #72) is hereby closed with the below adjustments.

That the following Expense line items be increased / (decreased)

72-000-800.9003	Downtown Redevelopment	(336,820)
72-000-930.XXXX	Contribution to General Fund	<u>336,820</u>
		0

Adopted this the 6th day of June, 2024

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

ATTEST:

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

(g) Approval of an Ordinance to Amend the General Fund

17 ORD 6-24

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

WHEREAS, the last ordinance to amend the Economic & Tourism Development Fund was approved June 28, 2022.

WHEREAS, the City of Asheboro no longer has a need for this Special Revenue Fund.

WHEREAS, the City Council of the City of Asheboro desires to amend the budget as required by law to receive unspent funds from the Economic & Tourism Development Fund to the General Operating Fund.

WHEREAS, the revenues and expenses in the General Fund operating budget need to be adjusted to account for spending needs since the budget was last amended.

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 budgetary changes be made.

That the following Revenue line items be increased / (decreased)

10-000-360.0010	Transfer from Economic & Tourism Dev Fund	336,820
10-000-399.0000	Fund Balance Allocation	<u>(336,820)</u>
		0

That the following Expense line items be increased / decreased

10-410-547.0000	Elections & Referendums	10,000
10-420-560.0000	Small Equipment	3,000
10-510-536.0000	Uniforms & Accessories	10,000
10-540-502.0000	Salaries	16,000
10-590-506.0000	Unallocated pay plan changes	<u>(39,000)</u>
		0

Adopted this the 6th day of June, 2024

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

ATTEST:

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

(h) Approval of an Ordinance to Amend the Water/Sewer Fund

18 ORD 6-24

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

WHEREAS, in the 2023-2024 adopted budget, the cost for contracted services in the Wastewater Treatment Plant was less than anticipated and the cost of supplies and materials and contracted construction in the Water Maintenance Department was more than anticipated.

WHEREAS, the City of Asheboro would like to move excess budgeted allocation from the Wastewater Treatment Plant budget to the Water 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>
30-830-545.0000	Contracted Services	(340,000)
30-840-534.0000	Supplies & Materials	280,000
30-840-534.0001	Supplies & Materials - Stone	40,000
30-840-546.0000	Contracted Construction	<u>20,000</u>
Net change		0

Adopted this 6th day of June 2024,

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

ATTEST:

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

5. A Public Hearing on the Proposed 2024-2025 Annual Operating Budget

Mayor Smith opened the public hearing on the proposed budget for fiscal year 2024-2025. Finance Director Deborah Reaves presented the annual operating budget.

Ms. Reaves reported that the proposed budget was initially presented to the council during special meetings held on May 2, 2024 and May 16, 2024. Notice of the public hearing was published in *The Courier Tribune* and posted on the city’s website.

In addition to posting the budget on the city’s website, the budget is on file and available for public inspection in the city clerk’s office. Ms. Reaves utilized a slide show presentation in order to discuss the details and highlights of the proposed budget. A copy of the presentation is on file in the city clerk’s office.

The proposed budget is balanced at \$71,471,388.00. The property tax rate remains at \$0.71 cents per \$100.00 valuation. Currently, no increases for water and sewer rates are recommended.

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

- A 2.5% COLA effective January 1, 2025 for all current City of Asheboro employees
- \$868,911 for workers compensation and property insurance
- \$1,187,197 for existing debt service
- \$2,306,408 for capital outlay
- \$720,400 for utilities with \$240,000 of this expense is for the ZooCity Sportsplex
- \$1,809,535 for fuel (Gas Oil Tires)
- \$102,550 for various software subscriptions
- \$40,000 for website and social media archiving, etc. and subscriptions that are for the City of Asheboro in its entirety
- \$200,000 for exterior sealant for city hall
- \$80,000 for maintenance and bathroom remodel at the police department
- \$350,000 for resurfacing streets (Stowe Avenue, Straight Street, Greensboro Street)
- \$12,000 for maintenance at the human resources office
- \$15,000 for maintenance at the fire department
- \$500,000 for library HVAC (partially grant funded)
- \$25,000 for the replacement of the roof at the airport terminal building
- \$120,000 for a downtown parking study
- \$520,800 for economic development not relating to property acquisition or business location incentives
- \$1,444,608 for vehicles
- \$50,000 for building reuse grant matches
- \$100,000 for community redevelopment
- \$20,000 for code enforcement/demolition and hauling
- \$240,000 for trolley bus for downtown events
- \$91,700 for a restroom trailer
- \$36,000 for 2 utility vehicles for ZooCity Sportsplex
- \$120,000 for library books, periodicals, supplies
- \$500,000 for Lake Bunch intake
- \$350,000 for Lake Reese generator
- \$280,000 for Ag Center

Additionally, during her presentation, Ms. Reaves asked the council members to think about increasing the water and sewer rates for the upcoming fiscal year. After some discussion among the council members, a consensus emerged to direct city staff to include a 2% increase for water and sewer rates, but such an increase may not take effect on July 1, 2024.

The annual budget adoption meeting is scheduled for June 27, 2024 at 6:00 p.m. in the council chamber in Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203.

When Ms. Reaves concluded her presentation, Mayor Smith asked if anyone from the public would like to offer any comments on the city's proposed budget. No one from the public made any comments.

No action was requested of the council in connection with the proposed budget, and none was taken.

6. Approval of a Resolution to Accept Installment Financing Terms with Pinnacle Bank

Ms. Reaves presented and recommended adoption, by reference, of a resolution approving an installment financing and security agreement to finance motor vehicles and providing for certain other related matters.

Council Member Bell moved, and Council Member Heath seconded the motion, to adopt the following resolution by reference.

11 RES 6-24

A regular meeting of the Asheboro City Council of the City of Asheboro, North Carolina, was duly held on June 6, 2024 at 7:00 p.m. in the Asheboro City Hall Council Chambers, 146 North Church Street, Asheboro, North Carolina. Mayor David H. Smith presiding.

Council Members Present: Mayor David H. Smith
Clark R. Bell
Edward J. Burks
Kelly L. Heath
William N. McCaskill
Walker B. Moffitt
Charles A. Swiers
W. Joseph Trogon, Jr.

Council Members Absent: None

* * * * *

Mayor Smith introduced the following resolution, a summary of which had been provided to each Council Member, a copy of which was available with the Clerk to the Asheboro City Council and which was read by title:

A RESOLUTION APPROVING AN INSTALLMENT FINANCING AND SECURITY AGREEMENT TO FINANCE MOTOR VEHICLES AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

WHEREAS, the City of Asheboro, North Carolina (the “City”) is a political subdivision validly existing under the constitution, statutes and laws of the State of North Carolina (the “State”);

WHEREAS, the City has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the Asheboro City Council of the City (the “*Asheboro City Council*”) has determined that it is in the best interest of the City to enter into an installment financing and security agreement under North Carolina General Statutes Section 160A-20 (the “*Agreement*”) with Pinnacle Bank, a Tennessee bank (the “*Lender*”) in order to obtain funds to purchase various items of motor vehicles (the “*Vehicles*”) and pay costs of executing and delivering the Agreement, and to put a security interest on the Vehicles in favor of the Lender in order to provide security for the City’s obligations under the Agreement;

WHEREAS, the City will enter into the Agreement in an aggregate principal amount of not to exceed \$1,190,667;

WHEREAS, there has been made available to the Asheboro City Council in the office of the City’s Finance Officer the form of the Agreement which the City proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing; and

WHEREAS, it appears that the Agreement is in appropriate form and is an appropriate instrument for the purposes intended;

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

Section 1. ***Ratification of Prior Actions.*** All actions of the City Manager and the Finance Officer, and their respective designees, in effectuating the proposed financing are approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Agreement.

Section 2. ***Approval, Authorization and Execution of Agreement.*** The Asheboro City Council approves the acquisition and financing of the Vehicles in accordance with the terms of the Agreement, which will be a valid, legal and binding obligation of the City in accordance with its terms. The Asheboro City Council approves the amount advanced by the Lender to the City pursuant to the Agreement in an aggregate principal amount not to exceed \$1,190,667 at an interest rate of 4.59%, such amount to be repaid by the City to the Lender as provided in the Agreement. The form, terms and content of the Agreement are in all respects authorized, approved and confirmed. The City Manager, the City Attorney, the Finance Officer and the City Clerk, or their respective designees (the "*Authorized Officers*"), are authorized, empowered and directed to execute and deliver the Agreement for and on behalf of the City, including necessary counterparts, in substantially the form made available to the Asheboro City Council, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the approval of the Asheboro City Council of any and all such changes, modifications, additions or deletions. From and after the execution and delivery of the Agreement, each Authorized Officer is authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

Section 3. ***Further Actions.*** Each Authorized Officer is designated as the City's representative to act on behalf of the City in connection with the transactions contemplated by the Agreement. The Authorized Officers are authorized and directed to proceed with acquisition and financing of the Vehicles in accordance with the terms of the Agreement, and to seek opinions on matters of law from the City Attorney, which the City Attorney is authorized to furnish on behalf of the City, and opinions of law from such other attorneys for all documents contemplated under this Resolution as required by law. The Authorized Officers are authorized to designate one or more employees of the City to take all actions which they are authorized to perform under this Resolution, and each is in all respects authorized on behalf of the City to supply all information pertaining to the transactions contemplated by the Agreement. The Authorized Officers are authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the Agreement or as they may deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution and the on-going administration of the Agreement. Any and all acts of the Authorized Officers may be done individually or collectively.

Section 4. ***Bank Qualification.*** The City hereby designates the Agreement as a "qualified tax-exempt obligation" for purposes of Internal Revenue Code Section 265(b)(3).

Section 5. ***Severability.*** If any section, phrase or provision of this Resolution is for any reason declared invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 6. ***Repealer.*** All motions, orders, resolutions, ordinances and parts thereof in conflict herewith are repealed.

Section 7. ***Effective Date.*** This Resolution is effective on the date of its adoption.

* * * * *

On motion of Council Member Bell, seconded by Council Member Heath, the foregoing resolution entitled “**A RESOLUTION APPROVING AN INSTALLMENT FINANCING AND SECURITY AGREEMENT TO FINANCE MOTOR VEHICLES AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**” was duly approved by the following vote:

AYES: 7

NAYES: 0

STATE OF NORTH CAROLINA)
) ss:
CITY OF ASHEBORO)

I, Holly H. Doerr, CMC, NCCMC, Clerk to the Asheboro City Council of the City of Asheboro, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “A **RESOLUTION APPROVING AN INSTALLMENT FINANCING AND SECURITY AGREEMENT TO FINANCE MOTOR VEHICLES AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**” adopted by the Asheboro City Council of the City of Asheboro, North Carolina at a regular meeting held on the 6th day of June, 2024.

WITNESS my hand and the corporate seal of the City of Asheboro, North Carolina,
this the 6th day of June, 2024.

/s/Holly H. Doerr

Holly H. Doerr, CMC, NCCMC
Clerk to the Asheboro City Council
City of Asheboro, North Carolina

7. McCrary Ballpark Leasing Agreement with ZooKeepers Baseball LLC

City Attorney Jeff Sugg presented a draft Lease Agreement for the Non-Exclusive Use of McCrary Park between the City of Asheboro and ZooKeepers Baseball LLC.

After deliberating about the proposed leasing instrument, Council Member Bell moved to approve the leasing instrument presented by the city attorney with the single modification of changing the annual rental rate for years 6-10 of the lease from \$3,000.00 to \$5,000.00. Council Member Moffitt seconded the motion. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. Council Member Trogon voted no.

The approved lease agreement, with the modification explained in the preceding paragraph is printed below.

STATE OF NORTH CAROLINA

**LEASE AGREEMENT FOR THE NON-
EXCLUSIVE USE OF MCCRARY
PARK**

COUNTY OF RANDOLPH

THIS LEASE AGREEMENT (the “**Agreement**”), entered into as of the last date of signature of the Parties hereto, is made by and between the **CITY OF ASHEBORO** (the “**City**”), a North Carolina municipal corporation with a mailing address of Post Office Box 1106, Asheboro, Randolph County, North Carolina 27204-1106, and **ZOOKEEPERS BASEBALL LLC** (the “**ZooKeepers**”), a North Carolina limited liability company with a

mailing address of Post Office Box 4036, Asheboro, Randolph County, North Carolina 27204-4036. The City and the ZooKeepers are collectively referred to herein as the “**Parties.**”

WITNESSETH:

WHEREAS, the ZooKeepers desire to continue to lease the municipal corporation’s McCrary Park, 138 Southway Road, Asheboro, North Carolina 27205, inclusive of the synthetic turf baseball field, bullpens, batting cages, ticket office, concession stands, permanent restroom facilities, press box, digital scoreboard and sound system, professional quality sports lighting, and paved parking for 260 +/- vehicles; and

WHEREAS, the ZooKeepers request to continue the leasing relationship with the City is rooted in the desire to continue to operate a collegiate summer baseball program; and

WHEREAS, the City and the ZooKeepers desire to provide the citizens of Asheboro and the surrounding areas with the opportunity to attend and view collegiate summer baseball and other amateur baseball games, including American Legion Baseball; and

WHEREAS, the Parties acknowledge and agree that the City may utilize McCrary Park for other recreation or City approved events, inclusive of accommodations that further the City’s support of the Asheboro City School System’s baseball program; provided, however, such additional activities shall not interfere with the ability of the ZooKeepers to operate a collegiate summer baseball program; and

WHEREAS, the City is willing to lease McCrary Park on a non-exclusive basis to the ZooKeepers pursuant to the provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the City, as lessor, does hereby lease to the ZooKeepers, and the ZooKeepers hereby accept, as lessee, the following described real property commonly known as McCrary Park (the three parcels or tracts of land described below will be hereinafter collectively referred as the “**Park**”) for the primary purposes of providing a home for the ZooKeepers baseball team and hosting collegiate summer baseball and related activities pursuant to the terms and conditions set forth and explained in this Agreement:

Parcel or Tract 1

Asheboro Township, Randolph County, North Carolina:

The real property and improvements known as the McCrary Park that are described in a special warranty deed, dated June 1, 2017, from Acme-McCrary Corporation/Sapona Manufacturing Company, Incorporated Employees’ Fitness Center to the City of Asheboro. This special warranty deed was recorded on June 1, 2017, in the Office of the Register of Deeds for Randolph County, North Carolina (the “Randolph County Registry”) in Book 2548, Page 883.

The above-described property was acquired by the Acme-McCrary Corporation/Sapona Manufacturing Company, Incorporated Employees’ Fitness Center by instrument recorded in Book 1882, Page 607 in the Randolph County Registry. This parcel of land is currently identified by Randolph County Parcel Identification Number 7751347980.

Parcel or Tract 2

Asheboro Township, Randolph County, North Carolina:

All of the 1.3 acres of land, more or less, lying on the west side of North McCrary Street (North Carolina Secondary Road 1455) as described in a North Carolina General Warranty Deed recorded in Book 1835, Page 3073, Randolph County Registry.

For a back reference, see the instrument recorded in Book 1246, Page 1478, Randolph County Registry. This parcel of land is currently identified by Randolph County Parcel Identification Number 7751359117.
Parcel or Tract 3

Asheboro Township, Randolph County, North Carolina:

All of the 0.26 of an acre of land, more or less, described in a deed recorded in Book 2719, Page 2188, Randolph County Registry.

For a back reference, see Book 1754, Page 1136, Randolph County Registry. This parcel of land is currently identified by Randolph County Parcel Identification Number 7751354017.

THE TERMS AND CONDITIONS of the Agreement are stated below.

ARTICLE 1. PERMITTED USE

- Section 1.01** This Agreement grants to the ZooKeepers, as lessee, the non-exclusive use of the Park for a collegiate summer baseball program, specifically including playing baseball, baseball practices, promoting baseball, and any other ancillary events or activities approved by the City.
- Section 1.02** During the time period May 1 through August 15 of each year, the City will provide to the ZooKeepers the highest scheduling priority to operate the ZooKeepers and, in conjunction with the Kiwanis Club of Asheboro, American Legion baseball teams; provided, however, if the Asheboro High School baseball team qualifies for the playoffs, the school team is authorized to utilize the Park in a manner that is compatible with the ZooKeepers home schedule.
- Section 1.03** The City’s Recreation Services Department shall work in a good faith effort to avoid scheduling conflicts at the Park by coordinating ZooKeepers events and other events that are not part of operations conducted by the ZooKeepers. If, during any time period, a scheduling conflict arises between ZooKeepers events and any other events proposed for the Park, the City of Asheboro Recreation Services Director (the “**Director**”) is authorized to resolve the scheduling conflict by reviewing the available information and making a final decision that is in the best interests of the City. This decision-making process is to be guided by the principle that, in addition to providing a home for summer collegiate baseball and the American Legion baseball teams, the city is committed to utilizing the Park as a venue for recreation programming, incentivizing scholastic play in the community, and bringing visitors to the Asheboro community. To facilitate informed decision making, the ZooKeepers shall provide the Director, as soon as practicable each year, with up-to-date schedules for proposed games, practices, and events so that Park scheduling can be managed in an efficient manner.

ARTICLE 2. TERM

The term of this Agreement shall be ten (10) years, beginning on July 1, 2024 (the “**Commencement Date**”).

ARTICLE 3. RENT

- Section 3.01** During the term of this Agreement, the ZooKeepers shall pay to the City, without previous demand, setoff, or deduction, an annual rent in the amount specified for each year:
- (A) Lease Year 1 = \$1,000.00;
(B) Lease Year 2 = \$2,000.00;

(C)	Lease Year 3 =	\$3,000.00;
(D)	Lease Year 4 =	\$3,000.00;
(E)	Lease Year 5 =	\$3,000.00;
(F)	Lease Year 6 =	\$5,000.00;
(G)	Lease Year 7 =	\$5,000.00;
(H)	Lease Year 8 =	\$5,000.00;
(I)	Lease Year 9 =	\$5,000.00; and
(J)	Lease Year 10 =	\$5,000.00.

Section 3.02 The entirety of the annual rental amount specified in Section 3.01(A) for Lease Year 1 shall be due and payable in good funds upon execution of this instrument. Thereafter, the entirety of the annual rental amount specified for each of the following lease years shall be due and payable in good funds within thirty-one (31) calendar days of each anniversary of the Commencement Date. All rental payments shall be paid to the City at the address set out in Article 17 of this Agreement or at such other place as may be designated by the City from time to time. Delivery and payment of rent shall be deemed made only upon actual receipt by the City of the applicable rent payment in good funds.

Section 3.03 In consideration of the limited amount of rental charged to the ZooKeepers each lease year, the Parties have agreed to enter into a GRANT OF COMBINED RIGHT OF FIRST OFFER AND RIGHT OF FIRST REFUSAL designed to facilitate the long-term use of the Park for a collegiate summer baseball program. The template for the granting of these rights to the City is attached to this Agreement as EXHIBIT 1. A grant of rights instrument that conforms in every material respect to the instrument attached as EXHIBIT 1 shall be executed contemporaneously with the execution of this Agreement.

ARTICLE 4. STAFFING

The ZooKeepers shall, at the sole expense of the limited liability company, be responsible for all of the staffing of the Park, specifically including without limitation the parking lot, field, and related facility positions that have to be staffed for ZooKeepers events that fall within the scope of Article 1 of this Agreement.

ARTICLE 5. ALTERATIONS OR IMPROVEMENTS

No alterations, improvements, or structural changes of any kind may be made to the Park without the express written consent of the City. If consent is sought by the ZooKeepers for alterations, improvements, or structural changes of any kind to the premises, the decision as to whether or not to grant such consent shall be within the sole discretion of the City. Furthermore, such consent may be conditioned on the acceptance and compliance of the ZooKeepers with any conditions deemed necessary and proper by the City.

ARTICLE 6. CONCESSIONS AND CONCESSION FACILITIES

The ZooKeepers shall have the exclusive right to operate concessions at ZooKeepers events that fall within the scope of Article 1 of this Agreement. When operating the concessions operations, the ZooKeepers shall be responsible, without any assistance from the City, for performing all of the operational tasks and bearing all of the costs associated with such operations. In addition to staffing the concession operations, the tasks and costs that are the responsibility of a concessions operator other than the City include, but are not limited to, purchasing and maintaining equipment, products, and/or inventory. Furthermore, the concessions operator shall be responsible for operating the concession facilities in a sanitary manner and for obtaining and maintaining all necessary and appropriate permits.

ARTICLE 7. NOVELTY SALES

The ZooKeepers shall have the exclusive rights to operate the novelty sales for ZooKeepers events that fall within the scope of Article 1 of this Agreement and to retain the revenue derived from these sales.

ARTICLE 8. PROMOTION AND ADVERTISING

The ZooKeepers shall have the exclusive right to sublet advertising media at the Park and to retain the revenue derived therefrom. All such advertising media shall consist of either existing advertising media or shall be approved by the City prior to installation; such approval shall not be unreasonably withheld. Furthermore, the ZooKeepers shall have exclusive radio and television broadcast rights and privileges for all ZooKeepers events that fall within the scope of Article 1 of this Agreement and to all revenues derived therefrom. Notwithstanding any other text found herein, no provision of this Agreement shall be construed in a manner that limits or impairs to any degree the exclusive right of the City to grant sponsorship/naming rights for city-owned property.

ARTICLE 9. INSURANCE

At all times during the term of this Agreement, the ZooKeepers shall, at the limited liability company's own expense, maintain and keep in full force and effect liquor liability coverage as well as general liability insurance against claims for bodily injury, death, or property damage occurring on or about the demised premises with a per occurrence limit of not less than one million dollars (\$1,000,000.00). Throughout the term of this Agreement, the City shall be named as an additional insured in any policies obtained by the ZooKeepers as a consequence of the requirements imposed by the preceding sentence. Furthermore, the City will be furnished annually with a Certificate of Insurance demonstrating the ZooKeepers compliance with this Article, and all policies shall provide for thirty (30) days advance written notice to the City of material change, cancellation, or non-renewal of said policies.

ARTICLE 10. UTILITIES

All utilities (electricity, water, and sewer) shall remain in the name of the City, and the City shall pay these utility charges.

ARTICLE 11. MAINTENANCE/CLEAN-UP RESPONSIBILITIES

- (a) The City shall be responsible for field maintenance required for ZooKeepers games and practices prior to the commencement of a game or a practice session. Such maintenance includes grooming the synthetic field turf. However, the ZooKeepers shall be responsible for any infield maintenance required during a game or during a double header.
- (b) The City shall be responsible for regular mowing of the surrounding areas during the season.
- (c) The City shall be responsible for cleaning up the Park's facilities, including without limitation the fields, grandstands, restrooms, press box, and parking areas, after each ZooKeepers event. Solid waste collected by ZooKeepers staff during games shall be deposited in plastic bags in accordance with the rules and regulations governing the bagging and placement of solid waste for removal by the City's environmental services department.
- (d) The City shall be responsible for the removal of the properly bagged solid waste from the premises.

ARTICLE 12. INDEMNIFICATION

The ZooKeepers hereby promise and agree to hold harmless and indemnify the City against any and all liabilities, costs, losses, damages, injuries, claims, judgments, or awards, including without limitation attorney fees, court costs, and costs incidental to any litigation, arising out of or resulting from (a) the use or occupancy of the premises by the ZooKeepers;

(b) any injury or damage happening on or about the premises that is caused by the negligent act(s) or omission(s) of the ZooKeepers or one of the limited liability company's officers, employees, agents, or representatives (whether paid or unpaid); (c) any breach of the terms of this Agreement; or (d) failure on the part of the ZooKeepers to comply with any law or governmental regulation.

ARTICLE 13. SUBLEASING/ASSIGNMENT

With the exception of the revenue generating activities authorized in Article 8 of this Agreement, the ZooKeepers shall not sublet or assign this Agreement without the prior written consent of the City. The City reserves the right to refuse, with or without cause, to grant any such consent.

ARTICLE 14. TERMINATION IN EVENT OF DEFAULT

If either the City or the ZooKeepers shall fail to perform, keep, and observe any of the terms, covenants, and conditions contained within this Agreement, and shall remain in default thereof for a period of thirty (30) days after written notice from the party not in default calling attention to such default, the party not in default may declare this Agreement terminated and canceled. In the case of the City, the City may take possession of the Park without additional notice and without prejudice to any other legal remedy that it might have available to it on account of default by the ZooKeepers.

ARTICLE 15. WAIVER OF LIABILITY

The ZooKeepers shall maintain the limited liability company's own property insurance with coverage against theft or damage to any and all personal property that the company stores in or about the Park. The limited liability company assumes all risk and responsibility in connection with the safekeeping of all of its equipment and personal property. Furthermore, the ZooKeepers agree to hold the City harmless for any damage of whatever nature occurring to said property while it is located on the premises of the Park.

ARTICLE 16. BINDING ON SUCCESSORS AND ASSIGNS

All covenants and agreements of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the ZooKeepers.

ARTICLE 17. NOTICES

All notices required to be given or authorized to be given by any party pursuant to this Agreement shall be in writing and shall be served personally or by certified mail, return receipt requested, with postage prepaid and addressed as follows:

To the City: City of Asheboro
 146 North Church Street
 Post Office Box 1106
 Asheboro, North Carolina 27204-1106
 Attention: City Manager

To the ZooKeepers: ZooKeepers Baseball LLC
 Post Office Box 4036
 Asheboro, North Carolina 27204-4036
 Attention: Ronnie Pugh, Manager

ARTICLE 18. AMENDMENT OF AGREEMENT

This Agreement may be amended only by written instrument duly authorized and executed by the Parties.

ARTICLE 19. SEVERABILITY OF AGREEMENT

If any provision of this Agreement shall be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining

provisions of the Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

ARTICLE 20. COUNTERPARTS OF AGREEMENT

This Agreement may be executed in several counterparts, and any such counterparts shall be regarded for all purposes as an original.

ARTICLE 21. SURVIVABILITY OF AGREEMENT PROVISIONS

The representations, warranties, and indemnification provisions contained herein shall survive the termination of this Agreement.

ARTICLE 22. NO WAIVER OF AGREEMENT PROVISIONS

No waiver by either party of any term or condition of this Agreement will be deemed to constitute a waiver of any subsequent breach whether of the same or of a different article, section, subsection, paragraph, clause, phrase, or other provision of the Agreement. Making payments pursuant to this provision during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any of the claims or defenses of the party making such payment. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted the waiver.

ARTICLE 23. APPLICABLE LAW

This Agreement shall be governed and construed under and pursuant to the laws of the State of North Carolina.

ARTICLE 24. ENTIRETY OF AGREEMENT

This instrument sets forth the entire agreement and understanding of the parties with respect to the subject matter of the Agreement and supersedes all prior arrangements and communications between the Parties.

ARTICLE 25. INFORMED AND VOLUNTARY EXECUTION

Each party herein expressly represents and warrants to all other Parties hereto that (a) before executing this instrument, said party has fully informed itself of the terms, contents, conditions, and effects of the Agreement; (b) said party has relied solely and completely upon its own judgment in executing this instrument; (c) said party has had the opportunity to see and has obtained the advice of counsel before executing this instrument; (d) said party has acted voluntarily and of its own free will in executing this instrument; (e) said party is not acting under duress, whether economic or physical, in executing this instrument; and (f) this Agreement is the result of arm's length negotiations conducted by and among the Parties and their respective counsel.

ARTICLE 26. JOINT NEGOTIATION AND DRAFTING

The Parties agree and acknowledge that they have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or a question of intent or interpretation arises, this instrument shall be construed as if drafted jointly by the Parties, and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this instrument. Any reference to a federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. If any party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant.

ARTICLE 27. HEADINGS

The headings are for convenience and reference only and in no way define and limit the scope and content of this Agreement or in any way affect its provisions.

ARTICLE 28. AUTHORIZATION TO EXECUTE AGREEMENT

By signature below, the Parties represent and warrant that the undersigned are authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this instrument as of the dates written below.

CITY OF ASHEBORO:

By: Signature of Mayor David H. Smith

Date: Printed Date of Execution

ZOOKEEPERS BASEBALL LLC:

By: Signature of Authorized Official

Name: Printed Name of Authorized Official

Title: Printed Title of Authorized Official

Date: Printed Date of Execution

EXHIBIT 1

STATE OF NORTH CAROLINA

GRANT OF COMBINED
RIGHT OF FIRST OFFER AND
RIGHT OF FIRST REFUSAL

COUNTY OF RANDOLPH

THIS GRANT OF A RIGHT OF FIRST OFFER IN COMBINATION WITH A RIGHT OF FIRST REFUSAL, entered into as of the last date of the signature of the parties hereto, is made by and between the following Owner and Grantee:

OWNER: ZOOKEEPERS BASEBALL LLC,
a North Carolina limited liability company,
Post Office Box 4036,
Asheboro, North Carolina 27204-4036

GRANTEE: CITY OF ASHEBORO,
a North Carolina municipal corporation,
Post Office Box 1106
Asheboro, North Carolina 27204-1106

INTENDING TO BE LEGALLY BOUND, and in consideration of the reduced annual rental charge set by the Grantee for the Owner over the term of a 10-year lease agreement for McCrary Park and for other good and valuable consideration, the above-identified Owner grants to the above-identified Grantee the rights described below (this instrument describing the grant of rights shall be hereinafter referred to as the “**Grant**”).

ARTICLE 1. INTENT TO TRANSFER TO THIRD PARTY

Section 1.01 Owner Notice Obligation

In furtherance of the right of first offer granted herein, if the Owner wants to transfer the sports franchise/baseball team commonly referred to as the ZooKeepers to a third party and thereby create the potential for the baseball team to move to a venue other than McCrary Park, 138 Southway Road, Asheboro, North Carolina 27205, the Owner must notify the Grantee of such an intent to transfer the baseball team before taking any of the following actions: (a) listing the baseball team for sale or otherwise offering the team for sale or other transfer to a third party; or (b) discuss or negotiate the terms of a transfer with a third party.

Section 1.02 Definition of Transfer

As used in this Grant, the term “transfer” means a change of ownership or control of the baseball team and includes any of the following whether in a single transaction or a series of transactions: (a) the direct or indirect sale, agreement to sell, assignment, or conveyance of the baseball team so as to create the potential for the baseball team to be moved from the McCrary Park venue; and (b) a transfer of stock, partnership, or other ownership interests in the Owner that creates the potential for the baseball team to be moved from the McCrary Park venue.

Section 1.03 Definition of Third Party

As used in this Grant, the term “third party” means a person (this term inclusive of a human or a legal entity including a trust, corporation, partnership, limited liability company, or other organization) other than the Owner, a person controlled by the Owner, and the Grantee.

Section 1.04 Procedural Requirements for Giving Notice

Notices under this Grant, including notice of change of address, must be in writing and delivered to the Owner or the Grantee, as the case may be, at their respective addresses set forth on the first page of this instrument. The means of delivery may be any of the following means: certified mail (return receipt requested), commercial courier guaranteeing next day delivery, or hand delivery.

ARTICLE 2. OPPORTUNITY OF FIRST OFFER

Section 2.01 Offer

The Owner’s notice of intent to transfer described in Article 1 of this Grant must include the purchase price and other terms of sale that the Owner is willing to accept in consideration of transferring the baseball team to the Grantee (the “**Owner’s Offer**”).

Section 2.02 Response

Within thirty (30) days after receiving notice of the intent to transfer (this time period will be hereinafter referred to as the “**Initial Acceptance Period**”), the Grantee may, by notice to the Owner, accept the Owner’s Offer or make a counteroffer setting forth the purchase

price that Grantee is willing to pay and other terms the Grantee is willing to accept in consideration of retaining the baseball team in Asheboro.

ARTICLE 3. OPPORTUNITY TO NEGOTIATE IN GOOD FAITH

Section 3.01 Negotiation

If the Grantee responds to the Owner's Offer with a counteroffer, then, during the time remaining in the Initial Acceptance Period, and the thirty (30) days following (together, the "**Negotiation Period**"), the Owner and the Grantee must make good faith attempts to find mutually acceptable terms for the sale of the baseball team to the Grantee.

Section 3.02 Open Offers

The initial offer and counteroffer remain open and available for acceptance for the entire Negotiation Period.

ARTICLE 4. END OF GRANTEE'S RIGHTS UNDER THE RIGHT OF FIRST OFFER

The Grantee's rights under the Right of First Offer are ended, and the Owner is free to offer the baseball team for sale to a third party if:

- (a) At the end of the Initial Acceptance Period, the Owner has not received notice that the Grantee has either (1) accepted the Owner's Offer or (2) elected to negotiate during the Negotiation Period by submitting the Grantee's counteroffer; or
- (b) At the end of the Negotiation Period, (1) no offer has been accepted and (2) the Owner and the Grantee fail to reach agreement on mutually acceptable terms for the transfer of the baseball team to the Grantee.

ARTICLE 5. GRANT OF RIGHT OF FIRST REFUSAL

Section 5.01 Notice of Intent to Accept Third Party Offer

Subsequent to the end of the Grantee's rights under the Right of First Offer, if the Owner receives a third-party offer that the Owner intends to accept, the Owner must notify the Grantee of the intent to accept the third-party offer and not accept the third-party offer until the Grantee has the opportunity to purchase the baseball team in accordance with the rights provided by this Grant. The Owner's notice of intent must incorporate a complete and accurate copy of the third-party offer.

Section 5.02 Definition of Third-Party Offer

As used in this Grant, the term "third-party offer" means a firm written offer to purchase or otherwise accept the transfer of the baseball team to a third party that tendered the offer and has created the risk for the baseball team to be moved from the McCrary Park venue.

ARTICLE 6. OPPORTUNITY OF FIRST REFUSAL

Section 6.01 Offer

The Owner's notice of intent to accept the third-party offer constitutes the Owner's offer to transfer the baseball team to the Grantee on the same terms set forth in the third-party offer.

Section 6.02 Final Acceptance Period

The Owner’s offer must remain open for acceptance by the Grantee for a period of ten (10) business days after receipt by the Grantee of the Owner’s notice (the “**Final Acceptance Period**”).

Section 6.03 Extension to Finalize Sales Contract

If the third-party offer does not incorporate a complete sales contract, then the Grantee may still notify the Owner within the Final Acceptance Period of the Grantee’s acceptance of the Owner’s offer and the intent to use supplemental mutually agreeable terms to convert the third-party offer into a complete sales contract. Furthermore, the Grantee may reserve the right to withdraw the acceptance if, within thirty (30) days following the end of the Final Acceptance Period (this supplemental 30-day period will be hereinafter referred to as the “**Finalization Period**”), the Owner and Grantee, both using good faith efforts, fail to find mutually acceptable terms to generate a complete sales contract for the baseball team; provided, however, the terms set forth in the Owner’s offer are fixed unless otherwise agreed by the Owner and the Grantee. A complete written sales contract for the baseball team shall be memorialized in a form acceptable to both the Owner and the Grantee.

ARTICLE 7. END OF GRANTEE’S FIRST REFUSAL RIGHTS

The Grantee’s rights under the Right of First Refusal are ended, and the Owner is free to accept the third-party offer if:

- (a) At the end of the Final Acceptance Period, the Owner has not received notice that the Grantee either (1) accepts the Owner’s Offer or (2) accepts the offer conditionally under the terms of Section 6.03 above; or

- (b) At the end of the Finalization Period, (notwithstanding the good faith efforts of each) the Owner and the Grantee have failed to sign a mutually binding sales contract.

ARTICLE 8. DURATION OF GRANT

This Grant is valid for a length of time that shall not exceed the term of the 10-year lease agreement for the nonexclusive use of McCrary Park, which was entered as of June _____, 2024, by and between the Owner and the Grantee.

INTENDING TO BE LEGALLY BOUND, the Owner has signed and delivered this Grant as of the date indicated below.

ZOOKEEPERS BASEBALL LLC:

By: _____
Signature of Authorized Official

Name: _____
Printed Name of Authorized Official

Title: _____
Printed Title of Authorized Official

Date: _____
Printed Date of Execution

GRANTEE SIGNS below to evidence its acceptance of the terms of this Grant.

CITY OF ASHEBORO:

By: _____
Signature of Mayor David H. Smith

Date: _____
Printed Date of Execution

[At the conclusion of the vote for the leasing agreement, Recreation Services Director Jonathan Sermon presented proposed updates to the Cultural and Recreational Services Policy Manual. The updates to the manual were for informational purposes and will be discussed by the council at a future meeting. No action was taken on the proposed updates.]

8. **Consideration of a Resolution Concerning a Potential Interlocal Agreement with Randolph County Related to Special Intensity Allocations within Water-Supply Watersheds**

Mr. Nuttall presented and recommended adoption, by reference, of a resolution calling for the City of Asheboro, North Carolina to enter into an interlocal agreement with Randolph County, North Carolina, regarding the allocation of 10/70 option watershed development acreage.

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

RESOLUTION NUMBER 12 RES 6-24

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION CALLING FOR THE CITY OF ASHEBORO, NORTH CAROLINA TO ENTER INTO AN INTERLOCAL AGREEMENT WITH RANDOLPH COUNTY, NORTH CAROLINA, REGARDING THE ALLOCATION OF 10/70 OPTION WATERSHED DEVELOPMENT ACREAGE

WHEREAS, G.S. § 160D-926 and G.S. § 143-214.5 specifically authorize local governments to enact and enforce water supply watershed management regulations; and,

WHEREAS, the City of Asheboro and Randolph County have jurisdiction in the Back Creek Lake WS-II-BW and UT to Cedar Creek WS-II-BW public water supply watersheds designated by the North Carolina Environmental Management Commission; and

WHEREAS, the City of Asheboro has adopted a water supply watershed protection ordinance implementing the low density development option and 10/70 option for WS-II-BW public water supply watersheds within its jurisdiction; and,

WHEREAS, G.S. § 160A-461 authorizes one or more other units of local government in this State to enter into contracts or agreements with each other in order to execute any undertaking; and,

WHEREAS, a local government may by joint resolution submitted and approved by the North Carolina Environmental Management Commission enter into an interlocal agreement to allocate local government within the same watershed percentage of its share of 10/70 option acreage; and,

WHEREAS, the City of Asheboro desires to protect the public health by preventing further degradation of the public water supply watershed, while at the same time enhancing desirable economic development consistent with the comprehensive, strategic, and land development plans of the City of Asheboro and Randolph County; and,

WHEREAS, Randolph County has offered an interlocal agreement establishing the procedures whereby Randolph County can allocate to the City of Asheboro 10/70 option acreage;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that an interlocal agreement between the City of Asheboro and Randolph County be entered into for the purpose of establishing the procedures whereby Randolph County can allocate to the City of Asheboro 10/70 option acreage; and that the Mayor be authorized to sign this agreement on behalf of the City Council.

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the Mayor on behalf of the City Council be authorized to make requests to Randolph County for 10/70 allocation.

This resolution was adopted by the Asheboro City Council in open session during a regular meeting held on June 6, 2024.

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

ATTEST:

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

9. Consideration of Activities Necessary to Proceed with the Community Development Block Grant (CDBG) Award for CASPN Homes Rehabilitation Project (State Grant Number 22-C-4113)

(a) A Resolution Authorizing City Officials to Take Appropriate Actions to Satisfy the Funding Approval Conditions

Mr. Nuttall presented and recommended adoption, by reference, of a resolution authorizing city officials to satisfy funding approval conditions for the CASPN Homes Rehabilitation Project.

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

RESOLUTION NUMBER 13 RES 6-24

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION AUTHORIZING CITY OFFICIALS TO SATISFY FUNDING APPROVAL CONDITIONS FOR THE CASPN HOMES REHABILITATION PROJECT

WHEREAS, the City of Asheboro (the “City”) has been awarded a Neighborhood Revitalization Community Development Block Grant (CDBG-NR) in the amount of \$950,000.00 to assist in the rehabilitation and preservation of CASPN Homes located at 945 S. Church Street; and

WHEREAS, Wainman Homes, Inc. is the owner of CASPN Homes and is proposing to renovate, with CDBG-NR assistance, this complex that provides 50 independent living units for families 55 years and older earning 60% or less of area median income; and

WHEREAS, the North Carolina Department of Commerce has notified the city that, pursuant to CDBG-NR regulations, no project activities can begin, and no funds may be obligated or expended until conditions on the Funding Approval are satisfied; and

WHEREAS, the city council wishes to proceed with this Neighborhood Revitalization project and has concluded that the funding approval conditions are applicable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that any and all city officials required to take administrative actions to satisfy the conditions attached to the funding approval are hereby authorized to take all of the actions necessary to comply with the applicable CDBG-NR program rules for this project; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that the city manager, in his capacity as the municipal corporation's chief executive officer, and the finance director, in her capacity as the municipal corporation's chief financial officer, are authorized signatories for signing requisitions for payment as well as any other required instrument(s) under the CDBG-NR program rules; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that the mayor, in his capacity as the chief elected official, is the certifying official for the purpose of implementing and executing the above-described Neighborhood Revitalization project.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 6th day of June, 2024

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

ATTEST:

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

(b) Authorization to Enter Into an Agreement with Wainman Homes, Inc. for Use of the Awarded CDBG Funds

The above-described agenda item was withdrawn.

(c) Authorization to Enter Into an Agreement with Piedmont Triad Regional Council for Administrative Services Pertaining to the Grant

The above-described agenda item was withdrawn.

10. A Request from the Olde Towne Village Homeowners Association to Approve a 25mph Speed Limit in the Subdivision and Install the Appropriate Street Signage

Prior to the consideration of the above-described agenda item, Council Member Bell moved, and Council Member Burks seconded the motion to recuse Council Member Swiers from any discussion and voting pertaining to this agenda item. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Trogdon voted aye. There were no dissenting votes.

City Engineer Michael Leonard, PE presented a request from the Olde Towne Village Homeowners Association to approve a 25 mile per hour speed limit in the Olde Towne Village subdivision located off of Old Lexington Road in Asheboro. Currently, there are no speed limit signs located in the village, and the homeowners would like the speed to be 25 miles per hour throughout the subdivision.

After some discussion, a consensus emerged from the council to direct city staff to proceed with the necessary steps to establish a 25 mile per hour speed limit for the Olde Towne Village Subdivision.

11. Report on the City's Historic Mill Property Located at 159 North Street

Prior to the consideration of the above-referenced agenda item, Council Member Bell moved to recuse Mayor Smith and Council Member Heath from discussion and voting on agenda item 11. Council Members Bell, Burks, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

(a) Report on the Notice of No Further Action from the North Carolina Department of Environmental Quality Resulting from the Limited Site Assessment Performed on the Property

City Manager John Ogburn reported the Limited Site Assessment Report was received by the UST Section, Division of Waste Management, Winston-Salem Regional Office on May 21, 2024. The review indicates that soil contamination does not exceed the residential maximum soil contaminant concentrations (MSCCs), established in Title 15A NCAC 2L .0411 and that groundwater contamination does not exceed the groundwater quality standards established in Title 15A NCAC 2L .0202.

The UST Section determined that no further action is warranted for the incident, and that all required actions have been completed.

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

(b) An Appraisal Report of the Property from April 2024

Mr. Ogburn noted that an appraisal has been completed on the historic mill property and that the fair market value of the property was appraised for \$860,000. A copy of the appraisal report is on file in the city clerk's office.

(c) Consideration of a Resolution Authorizing the Appropriate City Officials to Take the Necessary Steps to Dispose of the Property by Private Sale at a Negotiated Price

Mr. Ogburn presented and recommended adoption, by reference, of a resolution authorizing the disposal of historic mill located at 159 North Street by private sale.

Council Member Bell moved, and Council Member Burks seconded the motion to adopt the following resolution by reference.

RESOLUTION NO. 14 RES 6-24

RESOLUTION AUTHORIZING DISPOSAL OF HISTORIC MILL LOCATED AT 159 NORTH STREET BY PRIVATE SALE

WHEREAS, the City of Asheboro (City) owns that real property located at 159 North Street, Asheboro, NC 27203, which is known as the historic former Acme McCrary Mill ("Historic Mill") and further identified by Randolph County Parcel Identification Numbers 7751738393 and 7751831208; and

WHEREAS, the Historic Mill is on the National Park Service's National Historic Register and a Local Landmark as designated by the Randolph County Historic Landmark Preservation Commission; and

WHEREAS, the City of Asheboro desires to ensure the preservation of this architecturally and historically significant property and has identified such action to be in the public interest; and

WHEREAS, the City Council has determined that the cost to the city for continued maintenance and preservation activities to be excessive; and

WHEREAS, Downtown Asheboro Inc. (DAI) is a North Carolina non-profit corporation, whose purposes include the preservation or conservation of real or personal properties of architectural, archaeological, artistic, cultural, historical, natural, or scenic significance; and

WHEREAS, DAI has approached the City about assuming the ownership of the Historic Mill for the purpose of maintaining the property and preserving its architectural, historical, and cultural significance; and

WHEREAS, the City Council has determined that DAI's stated goals constitute a public purpose; and

WHEREAS, the City Council desires to sell the Historic Mill to DAI for the appraised value of \$860,000.00, subject to a binding preservation agreement, because the City Council believes the public benefits to be realized from DAI acquiring the property at the appraised value constitute a public purpose and sufficient consideration.

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

1. That the City is authorized to sell the historic former Acme McCrary Mill, located at 159 North Street, Asheboro, NC 27203, to Downtown Asheboro, Inc. by private sale pursuant to N.C.G.S. §160A-266(b) and §160A-267.
2. That the City Manager is authorized to enter into a purchase agreement and take all action commensurate therewith to dispose of the historic former Acme McCrary mill by private sale.
3. That a notice summarizing the contents of this resolution shall be published once after the adoption of this resolution, and no sale shall be consummated until 10 days after the publication of said notice pursuant to N.C.G.S. §160A-267.
4. That this Resolution shall become effective immediately upon its adoption.

This Resolution was duly adopted by the Asheboro City Council in open session during a regular meeting held on the 6th day of June, 2024.

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

ATTEST:

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

12. Announcement of a Special Meeting on Thursday, June 27, 2024, at 6:00 P.M.

Mayor Smith announced that a special meeting of the Asheboro City Council will be held on Thursday, June 27, 2025 at 6:00 p.m.

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

13. Upcoming Events and Items Not on the Agenda

Mayor Smith and Mr. Ogburn led a brief discussion of upcoming events within the city government and the community in general.

During this discussion, Mr. Ogburn announced that a special meeting may be held on July 12, 2024 at the Asheboro Recreation Center. More details of the meeting will be provided at a later date.

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

There being no further business, the meeting was adjourned at 10:35 p.m.

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

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