

**REGULAR MEETING MINUTES
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, JANUARY 9, 2025
6:00 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
Robert L. Brown, Chief of Police
Jimmy L. Cagle, Jr., Facilities Maintenance Director
Alyssa R. Chapuis, Public Information Officer
Timothy E. Cockman, Fire Chief
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
John L. Evans, Community Development Director
David J. Hutchins, Public Works Director
P. Douglas Kemp, Human Resources Director
Trevor L. Nuttall, Assistant City Manager
Deborah P. Reaves, Finance Director
Jonathan M. Sermon, Recreation Services Director
Jeffrey C. Sugg, City Attorney

1. Call to Order

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

2. Moment of Silent Prayer and Pledge of Allegiance

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

3. Public Comment Period

Susie Scott spoke about her concerns for the homeless population. Additionally, she was concerned about the proposed four-way stops at certain intersections within Asheboro.

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

[Prior to the consideration of the remaining agenda items, Council Member Heath moved, and Council Member Burks seconded the motion, to suspend the rules and move agenda item number 14 to this point in the meeting.]

4. Appointment of the Next City Manager (Formerly Agenda Item No. 14)

City Manager John Ogburn introduced Mr. Donald E. Duncan, Jr. and his family. Mr. Duncan is the candidate for the next city manager.

Council Member Bell moved, and Council Member Trogdon seconded the motion, to approve a city manager employment agreement between the City of Asheboro and Mr. Donald E. Duncan, Jr. The effective date of the appointment is March 17, 2025. A copy of the executed employment agreement is on file with the city's human resources department. Council Members Bell, Burks, Heath, McCaskill, Moffit, Swiers, and Trogdon voted aye. There were no dissenting votes.

5. Consent Agenda (Agenda Item No. 4)

Prior to the consideration of this item, Mr. Ogburn pointed out to the council that city staff had previously withdrawn consent agenda item no. 5(i). 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 Trogdon voted aye. There were no dissenting votes.

(a) Approval of the City Council Meeting Minutes for the Special City Council Meeting on November 18 and 19, 2024

The meeting minutes for the city council's special meeting that was held over the course of two days on November 18 and 19, 2024, were approved and have been filed in the city clerk's office. An electronic copy of the approved document has been placed on the city's website.

(b) Approval of the Minutes and General Account of a Closed Session

The minutes and general account of the closed session held during the special meeting on November 18 and 19, 2024 were approved and have been filed in the city clerk's office.

(c) Approval of a Resolution Sealing the General Account of a Closed Session

RESOLUTION NUMBER 1 RES 1-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Resolution Sealing the General Account of a Closed Session Held during a Special Meeting on November 18 and 19, 2024

WHEREAS, Section 143-318.10(e) of the North Carolina General Statutes provides, in pertinent part, that the "minutes or an account of a closed session conducted in compliance with G.S. 143-318.11 may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session;" and

WHEREAS, pursuant to Section 143-318.11(a)(6) of the North Carolina General Statutes, the city council, upon unanimous adoption of a properly made and seconded motion, went into closed session during a special meeting held on November 18 and 19, 2024, for the purpose of considering the qualifications of prospective candidates to serve as the next city manager; and

WHEREAS, the purpose for going into the above-described closed session would be frustrated if the general account of the closed session were to be made available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the general account of the closed session conducted on November 18 and 19, 2024, is hereby sealed and will remain sealed so long as public inspection of this record would frustrate the purpose of the closed session; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the city manager is authorized to act as the council's agent with the authority to unseal the

record, in whole or in part, when the purpose of the closed session would no longer be frustrated by making an identified section of the record available for public inspection or when the unsealing of the record is otherwise required by law.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on January 9, 2025.

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

ATTEST:

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

(d) Approval of the City Council Meeting Minutes for December 5, 2024

The meeting minutes for the city council's regular meeting on December 5, 2024, were approved and have been filed in the city clerk's office. An electronic copy of the approved document has been placed on the city's website.

(e) Acknowledgement of the Receipt of the Meeting Minutes for the Asheboro ABC Board Meeting Held on November 5, 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.

(f) Approval of the Community Development Division's request to schedule for the city council meeting on February 6, 2025, and to advertise, a legislative hearing on a zoning map amendment application seeking to rezone from R10 Medium-Density Residential to O&I (CZ) Office & Institutional Conditional Zoning for a public use facility at 138 Southway Road and 349 and 353 North McCrary Street (Randolph County Parcel Identification Numbers 7751347980, 7751359117, and 7751354017).

(g) Acknowledgement of the Receipt of the Monthly Report Detailing Major Subdivisions Administratively Approved

The monthly report detailing major subdivisions administratively approved was received and distributed to the elected officials. The document has been filed in the city clerk's office.

(h) Approval of an Amendment to the Contract to Audit Accounts in Order to Modify the Date for Submission to the Local Government Commission

The above-referenced document was approved, and a copy has been filed in the finance department. The modified date for submission to the Local Government Commission is January 31, 2025.

(i) Approval of the following two ordinances to account for new fencing and brickwork needed at McCrary Ballpark to keep individuals from jumping the wall to get into the park near the pedestrian ramp to third base:

(I) Ordinance to Amend the General Fund

(II) Ordinance to Amend the McCrary Baseball Park Improvements Fund

[The above-referenced items were withdrawn by the city staff prior to this meeting. These items will be submitted for discussion at a later date.]

(j) **Approval of an Ordinance Updating Provisions in Chapter 95 (Fire Prevention) of the Code of Asheboro**

ORDINANCE NUMBER 1 ORD 1-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**ORDINANCE AMENDING CHAPTER 95 OF
THE CODE OF ASHEBORO**

WHEREAS, the City of Asheboro Fire Prevention Ordinance is codified as Chapter 95 (Fire Prevention) of the Code of Asheboro; and

WHEREAS, members of the city's professional staff, specifically including the Chief Fire Inspector, have recommended updating Chapter 95 to reflect modifications in the municipal corporation's organization chart; and

WHEREAS, the Asheboro City Council concurs with this recommendation.

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

Section 1. Section 95.03 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 95.03 FIRE PREVENTION BUREAU

The City of Asheboro Fire Prevention Bureau is hereby established ~~within the city's Community Development Division. The Chief Fire Inspector, under the general supervision of the Community Development Director,~~ shall be the chief administrator of the Fire Prevention Bureau and as such shall supervise the fire inspectors assigned to the Fire Prevention Bureau. In order to gain and retain employment within the Fire Prevention Bureau, the Chief Fire Inspector and the fire inspectors under his or her supervision must satisfy the requirements established by the North Carolina Code Officials Qualification Board for employment as an official engaged in the enforcement of the North Carolina State Building Code.

Section 2. Section 95.05 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 95.05 PERMIT FEES

During the municipal corporation's annual budget process, the Chief Fire Inspector, ~~under the general supervision of the Community Development Director,~~ is authorized to submit to the City Manager a schedule of fees for permits issued by personnel in the Fire Prevention Bureau. If the City Manager deems the schedule of permit fees submitted by the Chief Fire Inspector to be reasonable, the Manager may submit the proposed schedule of permit fees to the City Council for review. If a proposed schedule of permit fees is adopted by the City Council, the City Manager shall designate the city official to whom the approved permit fees are to be paid. A copy of the approved schedule of permit fees shall be maintained in the office of the City Clerk and in the office of the Chief Fire Inspector.

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

Section 4. This Ordinance shall take effect and be in full force from and after January 15, 2025.

The Asheboro City Council approved this Ordinance in open session during a regular meeting held on January 9, 2025.

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

ATTEST:

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

- (k) Approval of an Ordinance Updating Provisions in Chapter 150 (Buildings) of the Code of Asheboro

ORDINANCE NUMBER 2 ORD 1-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

ORDINANCE AMENDING CHAPTER 150 OF
THE CODE OF ASHEBORO

WHEREAS, Chapter 150 (Buildings) of the Code of Asheboro contains regulations pertaining to buildings and regulatory activities performed by the City of Asheboro Building Inspections Department; and

WHEREAS, members of the city's professional staff, specifically including the Chief Building Inspector, have recommended updating certain provisions in Chapter 150 of the Code of Asheboro; and

WHEREAS, the Asheboro City Council concurs with this recommendation.

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

Section 1. Section 150.14 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 150.14 **ADDITIONAL STANDARDS AND CODES ADOPTED**

~~Electrical, plumbing, heating, air conditioning and other systems and installations, appliances and equipment intended for use in buildings and other structures and which are not provided for in the North Carolina State Building Code or in this Code or other ordinance shall be installed, maintained and used in conformity with nationally accepted standards; and the following shall be considered as a partial list of publications which set out nationally accepted standards within the meaning of this section:~~

- ~~(A) National Electrical Code, current edition, published by the National Fire Prevention Association.~~
- ~~(B) North Carolina State Building Code, Volume II, Plumbing.~~
- ~~(C) Current editions of publications referred to with approval in the North Carolina State Building Code.~~

§ 150.14 **TECHNICAL CODES**

- (A) The term technical codes as used herein shall mean the collective provisions of the North Carolina: Administrative, Building (Accessibility), Plumbing, Mechanical, Fuel Gas, Energy Conservation, Existing Buildings, and Residential Codes as adopted by the North Carolina Building Code Council and Residential Code Council, and the

National Electrical Code. The most recent edition, including all subsequent amendments, of the North Carolina State Building Code, as adopted by the North Carolina Building Code Council and Residential Code Council, is adopted by reference as fully as though set forth herein to the extent such Code is applicable for safe and stable design, methods of construction, minimum standards, and use of materials in buildings or structures erected, enlarged, altered, repaired, or otherwise constructed or reconstructed after adoption of this chapter.

- (B) The most recent edition, including all subsequent amendments, of the North Carolina State Building Code, Existing Buildings, as adopted by the North Carolina Building Code Council and Residential Code Council, is hereby adopted by reference as fully as though set forth herein.
- (C) The most recent edition, including all subsequent amendments, of the North Carolina Fuel Gas Code, as adopted by the North Carolina Building Code Council and Residential Code Council, is hereby adopted by reference as fully as though set forth herein.
- (D) The most recent edition, including all subsequent amendments, of the North Carolina Energy Conservation Code, as adopted by the North Carolina Building Code Council and Residential Code Council, is hereby adopted by reference as fully as though set forth herein.
- (E) The most recent edition, including all subsequent amendments, of the North Carolina Residential Code, as adopted by the North Carolina State Building Code Council and Residential Code Council, is hereby adopted by reference as fully as though set forth herein.
- (F) The most recent edition, including all subsequent amendments, of the North Carolina Plumbing Code, as adopted by the North Carolina Building Code Council and Residential Code Council, is hereby adopted by reference as fully as though set forth herein.
- (G) The most recent edition, including all subsequent amendments, of the North Carolina Mechanical Code, as adopted by the North Carolina State Building Code Council and Residential Code Council, is hereby adopted by reference as fully as though set forth herein.
- (H) The most recent edition, including all subsequent amendments, of the North Carolina Electrical Code, as adopted by the North Carolina State Building Code Council and Residential Code Council, is hereby adopted by reference as fully as though set forth herein.
- (I) The National Electrical Code, as adopted by the North Carolina Building Code Council and Residential Code Council, including all subsequent amendments, is hereby adopted by reference as fully as though set forth herein.

Section 2. Section 150.25 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 150.25 PERMITS

- (A) Permits.
 - (1) No person shall commence or proceed with:
 - (a) The construction, reconstruction, alteration, repair, movement to another site, removal or demolition of any building or structure,
 - (b) The installation, extension or general repair of any plumbing system,
 - (c) The installation, extension, alteration or general repair of any heating or cooling equipment system, or
 - (d) The installation, extension, alteration or general repair of any electrical wiring, devices, appliances or equipment, without first securing from

the Building Inspector any and all permits required by the State Building Code and any other state laws or ordinances of this city applicable to the work. A permit shall be in writing and shall contain a provision that the work done shall comply with the State Building Code and all other applicable state laws or ordinances of this city. No permits shall be issued unless the plans and specifications are identified by the name and address of the author thereof, and if the General Statutes of North Carolina require that plans for certain types of work be prepared only by a registered architect or registered engineer, no permit shall be issued unless the plans and specifications bear the North Carolina seal of a registered architect or of a registered engineer. When any provision of the General Statutes of North Carolina or of any ordinance of this city requires that work be done by a licensed specialty contractor of any kind, no permit for the work shall be issued unless the work is to be performed by such a duly licensed contractor. No permit issued under G.S. Chapter 143 Articles 9 or 9C shall be required for any construction, installation, repair, replacement, or alteration costing ~~\$5,000~~ **\$40,000** or less in any single-family residence or farm building unless the work involves: the addition, repair or replacement of load bearing structures; the addition (excluding replacement of same size and capacity) or change in the design of plumbing; the addition, replacement or change in the design of heating, air conditioning or electrical wiring, devices, appliances or equipment; the use of materials not permitted by the North Carolina Uniform Residential Building Code; or the addition (excluding replacement of like grade of fire resistance) of roofing. Violation of this section shall constitute a misdemeanor.

~~(2) No permit shall be issued pursuant to division (A) for any land-disturbing activity, as defined in G.S. § 113A-52(6), for any activity covered by G.S. § 113A-57, unless an erosion control plan has been approved by the Sedimentation Pollution Control Commission pursuant to G.S. § 113A-54(d)(4) or by this city pursuant to G.S. § 113A-61 for the site of the activity or a tract of land including the site of the activity.~~

(2) No permit shall be issued pursuant to division (A) for any land-disturbing activity, as defined in G.S. § 113A-52, or for any activity covered by G.S. § 113A-57, unless an erosion and sedimentation control plan for the site of the activity or a tract of land including the site of the activity has been approved under Article 4 of Chapter 113A of the General Statutes, the Sedimentation Pollution Control Act.

- (B) No permit shall be issued pursuant to division (A)(1) above for any land-disturbing activity that is subject to, but does not comply with, the requirements of state law.
- (C) No permit shall be issued pursuant to division (A)(1)(a) above where the cost of the work is ~~\$30,000~~ **\$40,000** or more, other than for improvements to an existing single-family residential dwelling unit as defined in G.S. § 87-15.5(7) that the applicant uses as a residence, unless the name, physical and mailing address, telephone number, facsimile number, and electronic mail address of the lien agent designated by the owner pursuant to G.S. § 44A-11.1(a) is conspicuously set forth in the permit or in an attachment thereto. The building permit may contain the lien agent's electronic mail address. The lien agent information for each permit issued pursuant to this division shall be maintained by the Building Inspector in the same manner and in the same location in which it maintains its record of building permits issued.
- (D) Permit Fees.
- (1) Except as may be provided otherwise by state law in any case, the applicant for any permit required by this chapter shall pay to the Building Inspector, prior to the issuance of the permit, such fee therefor as provided in division (2) of this section.

- (2) The City Council may, by resolution from time to time, prepare schedules of fees for permits issued pursuant to this chapter and for which a fee is not provided or prohibited by state law. Copies of such schedules shall be posted for public information in the office of the Building Inspector.
- (3) A fee of \$50 for each inspection visit after the required inspections plus one inspection.

Section 3. Section 150.26 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 150.26 PERMIT REQUIRED TO WORK ON APPLICANT'S OWN PROPERTY

~~Any person may be permitted to perform electrical work requiring a permit upon his own property except property intended for rent, sale or gift provided he first makes application for and obtains a permit from the Electrical Inspector for the work contemplated and provided the applicant shall pass an examination given by the Inspection Department before the issuance of a permit. The Electrical Inspector shall then issue a permit to the applicant to perform the work for which application was made. Such permit shall extend to the applicant only and shall not authorize the applicant to employ the services of any other person to assist him unless such other person is fully licensed. The permit granted the applicant shall automatically expire upon completion of the work. All work done under permit shall be subject to regular electrical inspection requirements and fees and shall satisfy all requirements applicable to such work.~~

§ 150.26 WORK ON APPLICANT'S OWN PROPERTY

The evaluation of whether a person is required to obtain a permit to perform work on the individual's own property shall be controlled by the applicable statutory and regulatory provisions of the State of North Carolina, specifically including Section 160D-1110 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 take effect and be in full force from and after January 15, 2025.

The Asheboro City Council approved this Ordinance in open session during a regular meeting held on January 9, 2025.

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

ATTEST:

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

- (I) Approval of a Resolution Awarding to Master Police Lieutenant Thomas Edward Howell, II, Upon His Retirement from the Asheboro Police Department, His Service Side Arm

RESOLUTION NUMBER 2 RES 1-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION AWARDING TO THOMAS EDWARD HOWELL, II
HIS SERVICE SIDE ARM UPON RETIREMENT FROM THE
ASHEBORO POLICE DEPARTMENT

WHEREAS, after rendering honorable and valuable service to the City of Asheboro and its citizens throughout the course of his career with the Asheboro Police Department (this career with the city began on July 1, 1997), Asheboro Master Police Lieutenant Thomas Edward Howell, II will begin his retirement from employment with the city on February 1, 2025; and

WHEREAS, pursuant to and in accordance with Section 17F-20 of the North Carolina General Statutes, the Asheboro City Council wishes to recognize and honor Lieutenant Howell for his dedicated service to the city by awarding to him, at a minimal monetary cost, the service side arm that he carried at the time of his retirement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, effective February 1, 2025, in consideration of the combination of his dedicated service to the City of Asheboro and the payment to the city of \$1.00, Thomas Edward Howell, II is to be awarded ownership of his city-issued service side arm (a Glock model 45 9mm with serial no. BLKC038 and three magazines) upon a determination by the police department command staff that Mr. Howell 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 January 9, 2025.

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

ATTEST:

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

6. Community Development Items: (Agenda Item No. 5)

- (a) Quasi-Judicial Hearing (Case No. SUP-24-02): (continued from the meeting on December 5, 2024): An application for a Special Use Permit for property located at 727 Jaeco Caudill Drive totaling approximately 9.5 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7740511663, to authorize a new land use classified as “Signs, Off Premise Billboard & Poster Panel, etc.”**

Community Development Director John Evans presented a written request from the applicant to continue the above-referenced case to the council’s next regular meeting on February 6, 2025. Council Member Bell moved, and Council Member Swiers seconded the motion, to continue the above-referenced land use case. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

- (b) Legislative Hearing (Case No. RZ-24-24): An application to rezone property located at 207 East Pritchard Street (Randolph County Parcel Identification Number 7751966980) from OA6 Office-Apartment to M (Mercantile)**

Mayor Smith opened the public hearing on the zoning map amendment application filed as Case No. RZ-24-24. Community Development Director John Evans was the first speaker. In addition to entering into the record the notation that notice of this land use case had been advertised, posted, and mailed as required by North Carolina Law, he gave an overview of the zoning map amendment application submitted by Rick Britt.

The land for which the above-described zoning has been requested is located at 207 East Pritchard Street. The property is approximately 0.8 of an acre in size, and is specifically identified by Randolph County Parcel Identification Number 7751966980 (this property will be hereinafter referred to as the “Zoning Lot”).

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

1. The property is within the city limits. East Pritchard Street is a city-maintained minor thoroughfare. The property is approximately 350 feet east of East Pritchard Street’s signalized intersection with North Fayetteville Street.
2. The OA6 Office-Apartment district is described as “intended to produce moderate intensity office and residential development to serve adjacent residential areas and to provide a transition from residential to commercial uses. Land designated OA6 shall normally be located with access to a minor thoroughfare or higher classification street with access to local residential streets discouraged.”
3. The M Mercantile district is described as “intended to provide for a greater number of potential business activities than the B1 Zoning District. The Mercantile District is distinguished from the B2 General Commercial District by excluding certain uses permitted in the B2 District that are likely to create the greatest external impact (traffic, noise, lighting, etc.) and by its additional standards that address compatibility with adjoining residential neighborhoods. These districts should be located in nodes along minor thoroughfares or higher classification streets.”
4. The requested district would allow all uses permitted by right subject to compliance with city land use regulations. No site specific development plan is considered with this request.

Mr. Evans 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 Designation: Neighborhood Residential

Small Area Plan: Central

Growth Strategy Map Designation: Primary Growth

LDP Goals/Policies that Support the Request:

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

Checklist Item 5: Complies with Growth Strategy Map

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

2.1.5: The city will ensure development regulations provide appropriate transitional land uses, such as office and institutional, between high-intensity industrial/commercial and low-intensity residential uses.

LDP Goals/Policies that Do Not Support the Request:

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

The City of Asheboro Planning Board considered the zoning map application and recommended approving the placement of the Zoning Lot into the requested M (Mercantile) zoning district. In making this recommendation, the planning board concurred with the planning staff's analysis of the consistency of the proposed zoning 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 that the M district is an appropriate transition between the commercial and industrial uses to the south and west and the residential uses to the north and east as it eliminates the more intense commercial uses allowed in the B2 general commercial district. The Zoning Ordinance's description of the M district closely fits the property's location as E. Pritchard Street is classified as a minor thoroughfare. In addition, a more intense B2 commercial classification had been applied to the property for decades prior to 2023.

Considering these factors, staff believes that the proposed zoning map amendment is reasonable and consistent with the Land Development Plan.

Mayor Smith opened the floor for comments from the public. H.R. Gallimore presented comments in support of the request. When no one else asked to speak, Mayor Smith transitioned to the deliberative phase of the process.

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

1. The M district is an appropriate transition between the commercial and industrial uses to the south and west and the residential uses to the north and east as it eliminates the more intense commercial uses allowed in the B2 general commercial district. The Zoning Ordinance's description of the M district closely fits the property's location as E. Pritchard Street is classified as a minor thoroughfare. In addition, a more intense B2 commercial classification had been applied to the property for decades prior to 2023.

The council concluded that the proposed zoning is consistent with the comprehensive plan, is reasonable, and in the public interest.

2. In addition to the above-stated analysis, the council agrees with the planning board's recommendation. Consequently, the zoning map amendment application seeking to place the Zoning Lot into the requested M (Mercantile) zoning district is hereby approved.

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

7. **A Resolution Directing City Personnel to Conduct Reviews, Consultations, and Inspections Necessary for the Future Acceptance of the Proposed Dedication to the Public of a Roadway Improved as Part of the Pineview Homes Development Project (Agenda Item No. 6)**

Assistant City Manager Trevor Nuttall presented and recommended adoption, by reference, of a resolution directing city personnel to conduct the reviews, consultations, and inspections necessary for the future acceptance of a proposed dedication to the public of a roadway improved as part of the Pineview Homes Development Project. Mr. Hiram Marziano, PE was in attendance and presented comments supporting the adoption of the resolution, including the supplemental conditions listed within the resolution.

Council Member Moffitt moved, and Council Member Bell seconded the motion, to approve/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 3 RES 1-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION DIRECTING CITY PERSONNEL TO CONDUCT THE REVIEWS, CONSULTATIONS, AND INSPECTIONS NECESSARY FOR THE FUTURE ACCEPTANCE OF A PROPOSED DEDICATION TO THE PUBLIC OF A ROADWAY IMPROVED AS PART OF THE PINEVIEW HOMES DEVELOPMENT PROJECT

WHEREAS, when lands or facilities/infrastructure are located within the planning and development regulation jurisdiction of the city, Section 160D-806 of the North Carolina General Statutes authorizes the city's governing board to accept by resolution dedications made to the public of such lands or facilities/infrastructure; and

WHEREAS, under planning and zoning department case/file number RZ-23-06, the Asheboro City Council approved a conditional zoning ordinance that amended the city zoning map and authorized the applicant, C. Terry Tucker, to develop a residential planned unit development on the zoning lot identified by the adopted conditional zoning ordinance; and

WHEREAS, the proposed development approved under case/file number RZ-23-06 has been identified by the developer and his design professional as the Pineview Homes Development Project (the "Project"); and

WHEREAS, the developer has proposed improving, at the developer's expense and in furtherance of the Project, an existing privately maintained roadway if the city council will direct city employees to actively engage in the local governmental review, consultation, and inspection process necessary to bring the Project back before the city council for acceptance of the developer's offer to dedicate the improved roadway as a public street (the proposed name of the contemplated street is "Lady Byrd Lane"); and

WHEREAS, the proposal referenced in the immediately preceding paragraph, including an accompanying preliminary plat of survey, has been attached to this Resolution as EXHIBIT 1, and the attached exhibit is hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the city staff members have reviewed the attached EXHIBIT 1 and concluded that, with the addition of certain conditions above and beyond the commitments stated in EXHIBIT 1, the conversion of the privately maintained roadway to a public street would be consistent with city land use and public safety policies; and

WHEREAS, the supplemental conditions referenced in the immediately preceding paragraph are listed as follows:

- (1) All new road sections proposed for acceptance as part of the city street system must be constructed in compliance with the practices and standards

established by the city engineering department and public works division for such offers of dedication to the public;

- (2) All road sections identified for removal on the plat of survey included with EXHIBIT 1 must be properly demolished and the impacted area stabilized;
- (3) The area proposed by the developer for future public right-of-way shall be cleared as described in the written proposal attached as EXHIBIT 1, and any areas of existing pavement identified by city officials and employees as failing to meet city standards shall be repaired in a manner that conforms to city standards;
- (4) Any and all property owners holding an interest in the area to be offered for dedication as a public right-of-way shall properly sign a recordable plat of survey offering the dedication to the public;
- (5) The recordable plat of survey referenced in the immediately preceding paragraph shall be prepared at the expense of the developer and submitted to the city in a form suitable for review and final action by the city council; and

WHEREAS, the city council concurs with the city staff's recommendations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, with the above-stated supplemental conditions, the proposed conversion of a privately maintained roadway to a public street as described in EXHIBIT 1 would be consistent with city land use and public safety policies; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that city personnel are hereby directed to conduct reviews, consultations, and inspections necessary for the future review and acceptance of the proposed dedication to the public of a roadway improved as part of the Pineview Homes Development Project; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, upon the completion of the work described by the developer in EXHIBIT 1 and the satisfaction of the above-listed supplemental conditions recommended by city staff and hereby adopted by this governing board, a properly executed plat of survey making the contemplated offer of dedication to the public shall be brought before the Asheboro City Council for final review and action.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on January 9, 2025.

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

ATTEST:

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

[Exhibit 1 that is referenced above is on file in the city clerk's office.]

8. Report on Discussion with NCDOT staff Related to the Investigation of Converting Three Signalized Intersections to All-Way Stops (Agenda Item No. 7)

Mr. Nuttall reported to the council the information obtained from the NCDOT's studies pertaining to the possibility of converting three (3) signalized intersections within the city to all-way stops. These intersections are Park Street at Sunset Avenue, Park Street at Kivett Street, and Church Street at Kivett Street. After some discussion, the city council reached the consensus that it would be advisable to wait for more information be obtained from NCDOT regarding this matter.

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

9. Update on Efforts to Amend CDBG-CV 20-V-3510 (Agenda Item No. 8)

Mr. Nuttall updated the council on the efforts to amend CDBG-CV 20-V-3510. Recent natural disasters such as the impact of Helene in Western North Carolina have impacted funding priorities. City staff will continue to work on the issue.

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

10. An Update on the Preparations for a Potential Winter Storm (Agenda Item No. 9)

Public Works Director David Hutchins updated the council members on the city's preparation for a potential winter storm. During his presentation, Mr. Hutchins utilized a slide show presentation in order to give the council an overview of how the city prepares for a winter storm. The city staff is ready to serve the citizens as the need arises.

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

11. The Potential Implementation of Water and Sewer System Development Fees (Agenda Item No. 10)

Water Resources Director Michael Rhoney reported on the potential implementation of water and sewer system development fees. After some discussion, the council members expressed the consensus opinion that city staff should proceed with procuring the professional services needed for the eventual implementation of system development fees.

12. Public Hearing on Annexation Petition (Agenda Item No. 11)

(a) Initial Testimony on the Question of the Annexation Petition Received from Vuncannon Frazier, LLC

Mayor Smith opened the public hearing on the question of the annexation petition submitted by Vuncannon Frazier, LLC requesting the annexation into the Asheboro primary city limits of approximately 44.147 acres of land located on the northeast side of Hub Morris Road. City Engineer Michael Leonard, PE presented the staff's analysis of the annexation petition.

(b) Invitation for Public Participation

Mayor Smith invited comments from the public, but none were offered.

(c) Council Action on an Ordinance to Extend the Corporate Limits of the City of Asheboro

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

ORDINANCE NO. 3 ORD 1-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AN ORDINANCE EXTENDING THE ASHEBORO CITY LIMITS BY ANNEXING
APPROXIMATELY 44.147 ACRES OF LAND OWNED BY VUNCANNON-FRAZIER,
LLC ON THE NORTHEAST SIDE OF HUB MORRIS ROAD**

WHEREAS, in accordance with Section 160A-58.1 of the North Carolina General Statutes, Vuncannon-Frazier, LLC, a North Carolina limited liability company, submitted a petition requesting the annexation into Asheboro of approximately 44.147 acres of land owned by the petitioner along the northeast side of Hub Morris Road; and

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

WHEREAS, on December 5, 2024, by means of a duly adopted resolution (Resolution Number 30 RES 12-24), the Asheboro City Council directed the city clerk to investigate the sufficiency of the annexation petition submitted by Vuncannon-Frazier, LLC, and the city clerk has in fact certified the sufficiency of the annexation petition submitted by the limited liability company; and

WHEREAS, pursuant to Asheboro City Council Resolution Number 31 RES 12-24, a legal notice was published on December 19, 2024, 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 6:00 p.m. on January 9, 2025, 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 January 9, 2025; and

WHEREAS, the Asheboro City Council finds that the area described within the petition meets the standards prescribed by Section 160A-58.1(b) of the North Carolina General Statutes, to wit:

- (a) The nearest point on the proposed satellite corporate limits is not more than three miles from the primary corporate limits of the City of Asheboro;
- (b) No point on the proposed satellite corporate limits line is closer to the primary corporate limits of another municipality than to the primary corporate limits of the City of Asheboro;
- (c) The area for which annexation is requested is situated so that the City of Asheboro will be able to provide the same services within the proposed satellite corporate limits that are provided within the primary corporate limits;
- (d) A subdivision will not be fragmented by the requested annexation; and

WHEREAS, the city council has concluded that all landowners required by law to sign the annexation petition have, in fact, signed the petition; and

WHEREAS, the city council further finds that the annexation petition is otherwise valid and that the public health, safety, and welfare of the City of Asheboro and the area proposed for annexation will be best served by annexing the territory described in Section 1 of this Ordinance.

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-58.2 of the North Carolina General Statutes, the following described non-contiguous territory is annexed, attached to, and hereby becomes a part of the City of Asheboro, North Carolina:

Franklinville Township, Randolph County, North Carolina:

BEGINNING in the northeastern margin of the 60-foot public right-of-way for Hub Morris Road (North Carolina Secondary Road 2149) on the current Asheboro satellite city limits line at a 5/8-inch existing iron rod that is flush with the ground and with a cap, this Beginning point is located by means of the North Carolina Coordinate System at the coordinates of North 734,341.54 ground US survey feet and East 1,764,578.64 ground US survey feet (NAD 83 (2011)) and is at the northwestern corner of the parcel of land identified in the annexation petition (this parcel of land, which is described in the Office of the Register of Deeds for Randolph County, North Carolina (the "Randolph County Registry") in Deed Book 2764 at Page 639 and is further identified as Tract 2 on a plat of survey recorded in Plat Book 39, Page 19, Randolph County Registry, will be hereinafter referred to as the "Annexation Parcel"; thence, from the described Beginning point, proceeding North 43 degrees 33 minutes 08 seconds East 2311.89 feet along the current Asheboro satellite city limits line, which runs with the boundary line for the North Meadows MHC, LLC property described in Deed Book 2698, Page 1117, Randolph County Registry and further identified as Tract 1 on a plat of survey recorded in Plat Book 39, Page 19, Randolph County Registry, to a computed point/point not set at the northeastern corner of the Annexation Parcel; thence continuing to proceed along the current Asheboro satellite city limits line by running with the Town of Asheboro (a/k/a City of Asheboro) property described in Deed Book 652, Page 648, Randolph County Registry and further identified on a plat of survey recorded in Plat Book 9, Page 30, Randolph County Registry the following bearing and distance along the eastern boundary of the Annexation Parcel: South 05 degrees 42 minutes 39 seconds West 2358.60 feet to a 2-inch existing iron pipe up 14 inches at the southeast corner of the Annexation Parcel (this corner is located by means of the North Carolina Coordinate System at the coordinates of North 733,670.18 ground US survey feet and East 1,765,936.88 ground US survey feet (NAD 83 (2011)); thence departing from the current Asheboro satellite city limits line and following the proposed Asheboro satellite city limits line along the southern boundary line of the Annexation Parcel by running the next two bearings and distances: North 85 degrees 52 minutes 11 seconds West 517.05 feet along the Diane W. Norris, Randall Dean Whatley, Daniel James Whatley, Doyle Eugene Whatley, and Don Jeffrey Whatley property described in Estate File 19E, Page 646 in the Office of the Clerk of Superior Court for Randolph County, North Carolina (the prior property description was found in Deed Book 1535, Page 325, Randolph County Registry) to a 1 and 1/2-inch existing iron pipe that is up 2 inches; thence North 85 degrees 53 minutes 54 seconds West 451.38 feet along the C. Donald Hamlet and Rebecca T. Hamlet property described in Deed Book 1432, Page 981, Randolph County Registry (this property is further identified as Lot # 1 on a plat of survey recorded in Plat Book 43, Page 3, Randolph County Registry) to a 60d nail set at the base of a 1-inch existing iron pipe that is up 4 inches; thence continuing along the proposed Asheboro satellite city limits line North 16 degrees 30 minutes 08 seconds West 5.60 feet to an existing concrete right-of-way monument that is busted and is in the northeastern margin of the public right-of-way for Hub Morris Road; thence following the northeastern margin of the public right-of-way for Hub Morris Road and continuing along the proposed Asheboro satellite city limits line in a northwesterly direction with the arc of a curve with a radius of 1032.57 feet and an arc length of 285.85 feet (delta angle 15 degrees 51 minutes 40 seconds) a chord bearing and distance of North 22 degrees 04 minutes 33 seconds West 284.93 feet to a computed point/point not set; thence continuing to follow the proposed Asheboro satellite city limits line by running with the margin of the public right-of-way for Hub Morris Road in a northwesterly direction along the arc of a curve with a radius of 1107.99 feet and an arc length of 286.91 feet (delta angle 14 degrees 50 minutes 12 seconds) a chord bearing and distance of North 38 degrees 02 minutes 47 seconds West 286.11 feet to a computed point/point not set; thence continuing along the proposed Asheboro satellite city limits line and the northeastern margin of Hub Morris Road North 45 degrees 03 minutes 04 seconds West 151.61 feet to the point and place of BEGINNING, and containing a total of 44.147 acres, more or less, to be annexed.

*The above-stated legal description is in accordance with a plat of survey drawn under the supervision of Dan W. Tanner, II, Professional Land Surveyor with License Number L-4787. The plat of survey is titled "**Annexation Survey For: Vuncannon-Frazier, LLC**" and is identified as Job #: 13659.*

The plat of survey referenced in the immediately preceding paragraph is recorded in Plat Book 190, Page 11, Randolph County Registry.

Section 2. Upon and after January 9, 2025, 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 January 9, 2025.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on January 9, 2025.

/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

13. Asheboro Regional Airport (Agenda Item No. 12)

(a) The Lease of Aircraft Hangar Space at the Asheboro Regional Airport

(i) Discussion of the Lease Agreement

Mayor Smith opened the public hearing on the question of leasing an aircraft hangar space at the Asheboro Regional Airport. City Attorney Jeff Sugg presented the initial testimony.

During its regular meeting in December 2024, in response to an Asheboro Airport Authority recommendation, the city council authorized City Attorney Jeff Sugg to draft a lease agreement for Hangar P at the Asheboro Regional Airport at a rental rate of \$902.50 per year for a lease term of thirty (30) years. Mr. Sugg has prepared a proposed lease agreement that would grant to Dura Built, LLC, a limited liability company formed in Kentucky and that uses the fictitious name in North Carolina of Dura Built, LLC of North Carolina the lease recommended by the airport authority. Public notice of the hangar lease and the city council's intent to approve the lease agreement was published in *The Courier Tribune* on December 10, 2024, in accordance with Section 160A-272 of the North Carolina General Statutes.

(ii) Invitation for Public Comment on the Proposed Lease Agreement

Mayor Smith invited comments from the public, but none were offered.

(iii) Council Action on the Proposed Lease Agreement

Mr. Sugg presented and recommended adoption, by reference, of a resolution authorizing the lease of aircraft hangar space at the Asheboro Regional Airport. Council Member Bell moved, and Council Member Swiers seconded the motion, to approve/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 4 RES 1-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION AUTHORIZING THE LEASE OF AIRCRAFT HANGAR SPACE AT
THE ASHEBORO REGIONAL AIRPORT**

WHEREAS, Section 160A-272 of the North Carolina General Statutes, as modified by the local modification found in Chapter 867 of the 1989 (Reg. Sess., 1990) Session Laws of North Carolina, authorizes the City Council of the City of Asheboro to lease in relation to the operation of the Asheboro Regional Airport city-owned property located at the airport for a maximum lease term of thirty (30) years so long as the property will not be needed by the municipality during the term of the lease; and

WHEREAS, during its regular meeting in December 2024, in response to an Asheboro Airport Authority recommendation, the city council authorized the city attorney to draft a lease agreement for Hangar P at the Asheboro Regional Airport at a rental rate of Nine Hundred Two and Fifty Hundredths Dollars (\$902.50) per year for a lease term of thirty (30) years; and

WHEREAS, the city attorney has prepared a proposed lease agreement that, if approved, would grant to Dura Built, LLC, a limited liability company formed in Kentucky and that uses the fictitious name in North Carolina of Dura Built, LLC of North Carolina, the lease recommended by the Asheboro Airport Authority; and

WHEREAS, the proposed lease agreement described in the immediately preceding paragraph is attached to this resolution as EXHIBIT A and is hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the property subject to the aforementioned lease agreement will not be needed by the city during the term of the proposed lease; and

WHEREAS, public notice of the hangar lease and the city council's intent to approve the lease agreement during the regular meeting in January 2025 was given in *The Courier Tribune* on December 10, 2024, in accordance with Section 160A-272 of the North Carolina General Statutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the lease of Hangar P at the Asheboro Regional Airport to Dura Built, LLC in accordance with the terms and conditions specified in EXHIBIT A is hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that Mayor Smith is authorized and directed to execute legal instruments substantially and materially similar in all respects to EXHIBIT A in order to effectuate the approved lease.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on January 9, 2025.

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

ATTEST:

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

EXHIBIT A

STATE OF NORTH CAROLINA

HANGAR LEASE AT
ASHEBORO REGIONAL AIRPORT

COUNTY OF RANDOLPH

THIS AGREEMENT AND HANGAR LEASE (the “**Agreement**”) is made this the _____ day of _____, 2025, by and between the **CITY OF ASHEBORO** (interchangeably referred to as the “**Lessor**” or “**City**”), a North Carolina municipal corporation with its principal office at 146 North Church Street, Asheboro, North Carolina 27203 and a mailing address of Post Office Box 1106, Asheboro, North Carolina 27204-1106, and **DURA BUILT, LLC**, a limited liability company formed in Kentucky and that uses the fictitious name in North Carolina of **Dura Built, LLC of North Carolina** (the “**Lessee**”), with a registered agent office and mailing address of 3032 Highway 42, Goldston, North Carolina 27252 and a principal office and mailing address of 320 Hennein Berry Road, Greensburg, Kentucky 42743.

WITNESSETH

In consideration of the annual rental fee set forth below and other mutual promises and covenants contained herein, the parties agree as stated in the following articles and sections of this Agreement.

ARTICLE 1

During the term of this Agreement, Lessor hereby leases to Lessee, and Lessee hereby accepts, the 95-foot by 95-foot area (9,025 square feet), more or less, of rental space for the construction/placement and use of an aircraft hangar (the “**Hangar**”) at the Asheboro Regional Airport, 2222 Pilots View Road, Asheboro, North Carolina 27205. The Hangar leased to the Lessee under this Agreement is described as follows:

Hangar P as shown in a crosshatch area of Schedule C (as amended through November 2024) of the Asheboro Regional Airport; Schedule C is attached to this Agreement as ATTACHMENT A and is incorporated into this Agreement by reference as if fully copied herein.

ARTICLE 2

The lease term shall be 30 years, with the said 30-year term commencing on the day and year first written above (hereinafter referred to as the “Commencement Date”).

ARTICLE 3

Within 120 calendar days from the Commencement Date, the Lessee shall start construction of the Hangar on the space described in Article 1 of this Agreement. The construction of the Hangar shall be in full compliance with the requirements found in ATTACHMENT B (Requirements for Hangar Construction) and ATTACHMENT C (Airport Hangar Specifications), which are attached hereto. If any terms and conditions contained in either ATTACHMENT B or ATTACHMENT C are found to be at variance with the terms and conditions found in this Agreement, the terms and conditions found in this Agreement shall control. Immediately prior to the commencement of construction, the Lessee shall deposit with the Lessor the sum of Two Thousand Five Hundred and No Hundredths Dollars (\$2,500.00) as a security deposit for compliance with the above-referenced Requirements for Hangar Construction and Aircraft Hangar Specifications as well as for repair to any other area of the Asheboro Regional Airport damaged during construction. The security deposit will be refunded to Lessee upon the issuance of a Certificate of Occupancy for the Hangar. The security deposit shall not constitute Lessor's exclusive remedy against Lessee for damages arising out of or because of the actions of Lessee or its managers, members, employees, representatives, agents, or contractors during the construction of the Hangar. The forfeiture of the security deposit shall not relieve Lessee of its liability for damages in excess of Two Thousand Five Hundred and No Hundredths Dollars (\$2,500.00).

ARTICLE 4

Rental shall be paid to Lessor by Lessee in the sum of Nine Hundred Two and Fifty Hundredths Dollars (\$902.50) per year. The entirety of the annual rental amount for Year 1 of this Agreement shall be due and payable in good funds upon the date when this instrument is fully executed. Thereafter, the annual rental amount shall be delivered in full and in good funds within thirty (30) calendar days of each anniversary of the Commencement Date specified on the first page of this instrument. Each annual rental payment shall be delivered to the Lessor at the following address: If the United States Postal Service is utilized to make delivery, the address is City of Asheboro, Attn: Finance Department, Post Office Box 1106, Asheboro, North Carolina 27204-1106; and, for in-person delivery or commercial delivery, the address is City of Asheboro, Attn: Finance Department, 146 N. Church Street, Asheboro, North Carolina 27203.) Delivery and payment of rent shall be deemed made only upon actual receipt by the City of the applicable rent payment in good funds.

ARTICLE 5

Upon completion of the construction/placement of the Hangar, Lessee shall, by executing a Bill of Sale and Deed in the form of ATTACHMENT D that is attached to this Agreement and is hereby incorporated into this instrument by reference, convey the Hangar to the City. This conveyance of the Hangar to the City shall be properly completed by Lessee within 30 calendar days of Lessee's receipt of a Certificate of Occupancy for the Hangar. Time is of the essence.

ARTICLE 6

Lessee agrees to the operating procedures and limitations listed below.

Section 6.01 Unless Lessee receives prior written approval from the Asheboro Airport Authority, Lessee is prohibited from subleasing the Hangar or any portion of the Hangar.

Section 6.02 Unless authorized in writing by action of the Asheboro City Council, this Agreement is not assignable.

- Section 6.03** Lessee does not have the right to place a mortgage lien upon the premises.
- Section 6.04** Lessee shall bear all costs involving utilities to the Hangar, *ad valorem* taxes, insurance and permits, and any cost of required repairs to the Hangar and space pavement.
- Section 6.05** Lessee shall not permit aircraft engine(s) to be operated inside the Hangar, and Lessee shall not permit within the Hangar aircraft engine(s) to be run up with propeller blast directed toward any hangar door, hangar, or other aircraft.
- Section 6.06** Lessee shall mandate within the Hangar proper chocking and securing of aircraft after each usage.
- Section 6.07** While not required, Lessee may leave Hangar keys and aircraft keys with the airport manager for emergency use.
- Section 6.08** Lessee shall provide, install, and maintain a suitable portable fire extinguisher in the Hangar.
- Section 6.09** Lessee shall ensure that the interior of the Hangar is maintained in a clean and orderly condition at all times, and further agrees to comply with all directives issued by any fire inspector acting within the inspector's territorial and subject matter jurisdiction.
- Section 6.10** Lessee shall abide by all applicable federal and state statutes and regulations, specifically including without limitation regulations promulgated by the Federal Aviation Administration, as they may be amended from time to time.

ARTICLE 7

Lessor shall not be liable for loss arising out of damage to or destruction of the Hangar, any portion of the Hangar, or the contents thereof from any cause, except such loss as may be recoverable under Lessor's standard Liability Insurance Policy.

ARTICLE 8

- Section 8.01** It is expressly agreed that if the Lessee shall neglect to make any payment of rent when due or shall fail to perform, keep, and observe any other terms, covenants, and conditions contained within this Agreement, and shall remain in default thereof for a period of 30 days after written notice from the Lessor calling attention to such default, the Lessor may declare this Agreement terminated and cancelled and take possession of the demised premises without prejudice to any other legal remedy the Lessor may have on account of such default. A default notice may be given to the person at such time in charge of the demised premises or sent by registered or certified mail to the Lessee at the address stated on the first page of this Agreement. It is specifically understood and agreed that cancellation of this Agreement by the Lessor for cause can be done at any time during the term of this Agreement after failure by the Lessee to correct an event of default as aforesaid.
- Section 8.02** Upon termination of this Agreement, the City as Lessor may immediately or anytime thereafter re-enter the premises described in Article 1 of this Agreement and remove Lessee, including all persons and personal property, from the premises. In the event of any such re-entry, the Lessee waives all claims for damages which may be caused

by the re-entry of the Lessor and will save the Lessor harmless from any loss, cost, or damage suffered by the Lessee by reason of such re-entry.

ARTICLE 9

After expiration of the present 30-year term of this Agreement, Lessee will have first refusal to rent the hangar for a fee comparable to other hangars at the Asheboro Regional Airport.

ARTICLE 10

Lessee shall not engage in general competition with the fixed base operator or other operations at the Asheboro Regional Airport. (This provision is not intended to create a monopoly for the present fixed base operator and is made a part of this Agreement solely on account of the nominal rental charge pursuant to the terms of this Agreement.) All maintenance work shall be done with the approval of the fixed base operator and in compliance with all applicable fire codes.

ARTICLE 11

Section 11.01 It is understood and agreed that the purpose of this Agreement is to provide a place for Lessee to store, maintain, repair, and service its aircraft. Any other use to be made of the premises is prohibited unless written approval for such other use is obtained from the Asheboro Airport Authority.

Section 11.02 The aircraft stored pursuant to this Agreement shall be considered to be based at the Asheboro Regional Airport.

Section 11.03 It is further expressly agreed that the demised property shall not, at any time during the term of this Agreement, be used for such purpose or in such manner that the sight, sound, or traffic into or out of the demised premises could reasonably be considered to be objectionable or hazardous to the facilities and operations of the Asheboro Regional Airport.

Section 11.04 Upon paying the rental hereunder and performing the covenants of this Agreement, Lessee shall have the right of ingress and egress from the demised premises.

Section 11.05 Lessee recognizes that from time to time during the term of this Agreement it will be necessary for the Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair so that the Asheboro Regional Airport and its facilities will be suitable for air traffic and flight activity. Such construction, reconstruction, expansion, relocation, maintenance, and repair activities will require accommodation and may cause inconvenience or interrupt operations at the airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconvenience or interruption. In consideration of good and valuable consideration provided under this Agreement, Lessee waives any right to claim damages or other consideration therefore; provided, however, this waiver shall not extend to or be construed to be a waiver of any claim for physical damage to property resulting from negligence or willful misconduct.

ARTICLE 12

The Asheboro Airport Authority, and its designees, shall have the right, at reasonable times, to inspect the premises and to enforce reasonably required safety and health regulations affecting the nature of the structure and the operations therein.

ARTICLE 13

Plans and specifications for the proposed Hangars and the site upon which the Hangars are to be constructed shall be submitted to, and approved by, the Asheboro Airport Authority and the Asheboro Building Inspection Department prior to the commencement of any construction.

ARTICLE 14

Lessee hereby agrees to conform to and abide by the Rules and Regulations of the Asheboro Airport Authority in effect at the time of the commencement of this Agreement and as the same may be amended in the future.

ARTICLE 15

Lessee does hereby promise and agree to hold harmless and indemnify the Asheboro Airport Authority and the City of Asheboro for any costs, losses, and/or damages caused by Lessee and its guests, licensees, successors, or assigns arising out of or in the course of the use of the demised premises during the term of this Agreement. These costs and damages include any and all attorneys' fees, court costs, and costs arising out of any litigation or any event which would be encompassed by the provisions in this Article.

ARTICLE 16

Section 16.01 Lessee shall maintain in force throughout the term of this Agreement the insurance policy/policies specified in this Section of the Agreement.

- (a) Insurance that will cover the replacement cost of the Hangar or any portion thereof with the City of Asheboro named as loss payee.
- (b) Insurance that will cover liability arising from premises, operations, airplane maintenance, contractual liability, and products/completed operations. The policy/policies mandated by this Section 16.01(b) shall not exclude property damage to aircraft and the property of others in the care, custody, and control of the Lessee. The City of Asheboro shall be named as an additional insured on the policy(ies). Limits of the liability policy(ies) shall be no less than Two Million and No Hundredths Dollars (\$2,000,000.00).

Section 16.02 Lessee shall provide the City with certificates of insurance showing the coverage required by Article 16 of this Agreement, and such certificates of insurance shall provide for a 30-day notice of cancellation or non-renewal.

ARTICLE 17

Lessee hereby agrees to provide and maintain flood lighting for dusk to dawn operation that is consistent with the flood lighting for other hangars at the Asheboro Regional Airport. Lessee further acknowledges and agrees that such flood lighting must comply with the applicable standards established by the Asheboro Airport Authority at the commencement of this Agreement and as amended from time to time.

ARTICLE 18

- Section 18.01

This Agreement shall be governed by and construed in all respects and the rights of the parties hereto shall be determined in accordance with the laws of the State of North Carolina. Any suits or claims arising out of this Agreement shall be filed in Randolph County, North Carolina.
- Section 18.02

If one or more articles, sections, clauses, or provisions of this Agreement and any other documents incorporated into the Agreement are held to be unlawful, invalid, or unenforceable, or in conflict with an applicable law or regulation, it is agreed that the remainder of the Agreement shall remain in full force and effect as if such invalid or inconsistent provision was not included.
- Section 18.03

The foregoing, together with the attachments to this Agreement and any other documents into the Agreement by reference, constitute the entire agreement between the parties and supersedes all other agreements and representations of any nature, whether oral or written, made by or between Lessor and Lessee, except those that are expressly acknowledged in the Agreement. No amendment or alteration to this Agreement shall be binding unless in writing and approved by both parties.

IN WITNESS WHEREOF, the parties have fully executed this Agreement on the day and year first written above.

LESSOR:

CITY OF ASHEBORO

By: _____(SEAL)
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, certify that Holly H. Doerr personally appeared before me this day and acknowledged that she is the City Clerk for the City of Asheboro, a North Carolina municipal corporation, and that, by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, the Honorable David H. Smith, sealed with its municipal corporate seal, and attested by Ms. Doerr as the City Clerk.

WITNESS my hand and notarial seal, this the ____ day of _____, 2025.

My commission expires:

Signature of Notary Public

Printed Name of Notary Public

IN WITNESS WHEREOF, the parties have fully executed this Agreement on the day and year first written above.

LESSEE:

DURA BUILT, LLC
(a limited liability company formed in
Kentucky and using in North Carolina,
according to the Office of the North Carolina
Secretary of State, the fictitious name of
Dura Built, LLC of North Carolina)

By: (SEAL)
Signature of Authorized Official

Printed Name of Authorized Official

Printed Title of Authorized Official

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, the undersigned Notary Public of County,
North Carolina, certify that (print the name of
the person appearing before the Notary Public in the immediately preceding blank space)
appeared in person before me this day and acknowledged to me that he signed the foregoing
document.

WITNESS my hand and notarial seal, this the ____ day of _____, 2025.

My commission expires:

Signature of Notary Public

Printed Name of Notary Public

[Attachment A referenced above is on file in the city clerk’s office.]

ATTACHMENT B

Asheboro Regional Airport
Requirements for Hangar Construction

1. Under the terms of the lease agreement, building is deeded to City of Asheboro upon completion of construction. Term dependent on construction. Thirty years maximum under state law.
2. Fee is \$.10 per square foot per year payable to City of Asheboro.
3. Rules and Regulations apply same as other tenants.
4. Insurance to be provided by Lessee. File with copy of deed.
5. Maintenance to be provided by Lessee.
6. Termination/resale of remaining lease is allowed.
7. First choice to Lessor.
8. Rent after expiration to be same as comparable hangars with the first choice of rental to Lessee.
9. Construction (All of the following at Lessee's expense.)
 - (a) Building code approval for hangar and door – City of Asheboro Building Inspections Department.
 - (b) Two-hour fire wall required adjacent to existing or future hangars for full length of facing wall.
 - (c) Building color to match other buildings in area.
 - (d) Building to have gutters and adequate drainage.
 - (e) Construction bond/insurance.
 - (f) Site plan approval for hangar location relative to taxi lane and taxi way showing grades, drainage and paving and water runoff from roof and electrical service (underground) – City of Asheboro Engineering Department.
 - (g) Paving and regrassing.
 - (h) Equip with required fire extinguishers.
10. Steps to Follow
 - (a) Recommendation in principle by Asheboro Regional Airport Authority at regular meeting. Need building, door, and site plans approved and building color.
 - (b) City Council agreement at regular meeting.
 - (c) FAA Form 7460 completion by Lessee and FAA approval.
 - (d) Draw up lease agreement and sign.
 - (e) Construction/inspection.
 - (f) Occupancy/begin annual lease payments.

ATTACHMENT C

Asheboro Regional Airport
Hangar Specifications

1. TYPE II – A or B Metal Building Only
2. Height shall not exceed airport regulations.
3. Hangar shall be constructed in compliance with the most current edition of the North Carolina State Commercial Building Code.
4. A Building Permit must be obtained before construction begins.

- 5. All required inspections shall be requested and performed in a timely manner during construction.
- 6. The Lessee shall be responsible for a 9-inch-thick concrete apron with a 4-inch stone base from aircraft hangar door to adjacent taxi lane.

ATTACHMENT D

STATE OF NORTH CAROLINA

BILL OF SALE AND DEED

COUNTY OF RANDOLPH

THIS BILL OF SALE AND DEED is made this the _____ day of _____, 2025, by and between **DURA BUILT, LLC**, a limited liability company formed in Kentucky and that uses the fictitious name in North Carolina of **Dura Built, LLC of North Carolina** (the “**Grantor**”) and the **CITY OF ASHEBORO**, a North Carolina municipal corporation (the “**Grantee**”).

WITNESSETH

In consideration of an agreement with the City of Asheboro for the lease of certain aircraft hangar space at the Asheboro Regional Airport, 2222 Pilots View Road, Asheboro, North Carolina 27205, and for other good and valuable consideration, the Grantor and its successors and assigns has bargained and sold and by these presents doth hereby bargain, sell, convey, and deliver unto the Grantee and its successors and assigns the aircraft hangar placed at the following location:

Hangar P as shown in a crosshatch area of Schedule C (as amended through November 2024) of the Asheboro Regional Airport; Schedule C is attached to this instrument as EXHIBIT 1 and is incorporated into this Bill of Sale and Deed by reference as if fully copied herein.

To have and to hold the aforesaid property and the privileges and appurtenances thereunto belonging to the Grantee and its successors and assigns in fee simple forever.

The Grantor covenants that it is seized of the above-described property, it has the right to convey the same free and clear of all encumbrances whatsoever, and it will warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed on the day and year first written above.

DURA BUILT, LLC
(a limited liability company formed in
Kentucky and using in North Carolina,
according to the Office of the North Carolina
Secretary of State, the fictitious name of
Dura Built, LLC of North Carolina)

By: _____(SEAL)
Signature of Authorized Official

Printed Name of Authorized Official

Printed Title of Authorized Official

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

I, the undersigned Notary Public of _____ County, North Carolina, certify that _____ (print the name of the person appearing before the Notary Public in the immediately preceding blank space) appeared in person before me this day and acknowledged to me that he signed the foregoing document.

WITNESS my hand and notarial seal, this the ____ day of _____, 2025.

Signature of Notary Public

My commission expires:

Printed Name of Notary Public

[Exhibit 1 that is referenced in the above attachment is on file in the city clerk’s office.]

(b) Report on the Airport Authority’s Recommendations Concerning the Renewal of the Lease Agreement with the Fixed Based Operator

Mr. Leonard reported on the recommendations from the Asheboro Airport Authority in regards to the renewal of the fixed based operator (“FBO”) agreement. The current agreement expires on April 30, 2025.

This report indicated that the airport authority was supportive of maintaining the contractual relationship with Cardinal Air, LLC, who is the current FBO. With two exceptions, the recommendation did not seek material changes in the terms and conditions found in the expiring FBO agreement. The airport authority adopted, during its meeting on November 27, 2024, a recommendation to utilize a lease term of three years rather than five years and to increase the city’s payment to the FBO for airport fuel infrastructure (i.e., the fuel truck) from \$1,200 per month to \$2,000 per month.

After discussion, the council members responded positively to the recommendation to continue the contractual relationship with the current FBO and to increase the airport fuel infrastructure payment to \$2,000 per month. However, the consensus opinion was that the desire to maintain the current fuel truck arrangement, as evidenced by the willingness to increase the airport fuel infrastructure payment to \$2,000 per month, was not compatible with shortening the term of a new FBO agreement to three years. Instead, the term should be five years.

Upon motion by Council Member Moffitt, with a second by Council Member Burks, the council instructed the city attorney to draft a new FBO agreement consistent with the above-described discussion and to cause notice of the intent to approve the FBO agreement to be published in compliance with Section 160A-272 of the North Carolina

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

(c) Discussion Concerning Appointments to the Asheboro Airport Authority

The 3-year term of the following Asheboro Airport Authority members will expire on February 1, 2025. Ms. Linda Brown, Mr. Bobby Crumley, Mr. Stephen Knight, Mr. Bradley Lanier, and Mr. Mark Vuncannon. With the exception of Ms. Linda Brown, the airport authority members have asked to continue to serve on the board. In a message dated January 3, 2025, to Mayor Smith and copied to the city manager, Ms. Brown expressed how she found the experience rewarding, but she felt, due to increased professional responsibilities, it would be best to resign.

Three individuals are currently on file as expressing an active interest to serve on the airport authority. These individuals are Randy Freeman, Kym Thomas, and Alan York. After discussion, Council Member Moffitt moved, and Council Member Bell seconded the 2-part motion, to take the following actions:

- (a) Appoint Bobby Crumley, Stephen Knight, Bradley Lanier, and Mark Vuncannon to new 3-year terms of office on the Asheboro Airport Authority; and
- (b) Forward the list of applicants for the vacant position to the Asheboro Airport Authority for further screening.

[Subsequent to addressing the airport authority appointments issue, the council members expressed a consensus opinion that an engineering department report on hangar occupancies at the airport should be referred to the airport authority for evaluation and comment.]

14. Baseball Park Lease With ZooKeepers Baseball LLC (Agenda Item No. 13)

(a) The Leasing Instrument Prepared for Council Approval

Mayor Smith opened the discussion on the question of a lease agreement between the City of Asheboro and ZooKeepers Baseball LLC. City Attorney Jeff Sugg presented the initial comments.

ZooKeepers Baseball LLC has asked to continue the limited liability company's use of the McCrary Park facility to operate a collegiate summer baseball program, inclusive of other events throughout the year that will support the economic viability of the collegiate summer baseball program. Because the request is consistent with the city's goals for the facility, the city is willing to lease McCrary Park on a non-exclusive basis to the ZooKeepers pursuant to provisions set forth in a lease agreement.

Section 120A-272 of the North Carolina General Statutes provides that property owned by the city may be leased to a tenant if the desired property is not needed by the city for the term of the lease. On December 10, 2024, a legal notice was published in *The Courier Tribune* stating the council's intent to consider a resolution authorizing a lease with ZooKeepers Baseball LLC.

(b) Invitation for Public Comment on the Proposed Leasing Agreement

Mayor Smith invited comments from the public, but none were offered.

(c) Council Action on the Leasing Instrument

Mr. Sugg presented and recommended adoption, by reference, of a resolution approving a lease agreement between the City of Asheboro and ZooKeepers Baseball LLC. Council Member Bell moved, and Council Member Moffitt seconded the motion, to approve/adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. Council Member Trogon voted no.

RESOLUTION NO. 5 RES 1-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF ASHEBORO AND ZOOKEEPERS BASEBALL LLC

WHEREAS, McCrary Park is located at 138 Southway Road, Asheboro, North Carolina 27205 and is owned in fee simple by the City of Asheboro; and

WHEREAS, the McCrary Park facility has a synthetic turf baseball field, bullpens, batting cages, a ticket office, concession stands, permanent restroom facilities, a press box, a digital scoreboard and sound system, professional quality sports lighting, and paved parking for 260 vehicles, more or less; and

WHEREAS, the city utilizes McCrary Park as a venue for baseball events such as collegiate summer baseball and American Legion baseball in addition to providing a home field for the Asheboro High School baseball team; and

WHEREAS, ZooKeepers Baseball LLC has asked to continue the limited liability company's use of the McCrary Park facility to operate a collegiate summer baseball program, inclusive of other events throughout the year that will support the economic viability of the collegiate summer baseball program; and

WHEREAS, because the request is consistent with the municipal corporation's goals for the facility, the city is willing to lease McCrary Park on a non-exclusive basis to the ZooKeepers pursuant to the provisions set forth in the lease agreement attached to this Resolution as EXHIBIT A, which is hereby incorporated into this Resolution by reference as if copied fully herein; 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 is not needed by the city for the term of the lease; and

WHEREAS, on December 10, 2024, a legal notice was published in *The Courier-Tribune* stating the Asheboro City Council's intent to consider, during its regular meeting on January 9, 2025, a resolution authorizing a lease with ZooKeepers Baseball LLC; and

WHEREAS, the city council has determined that the proposed lease agreement is structured so as not to conflict with other needs the city might have for the facility during the term of the lease agreement.

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

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that Mayor Smith is hereby authorized to execute on behalf of the city any and all legal instruments necessary to carry into full force and effect the lease agreement attached hereto as EXHIBIT A.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on January 9, 2025.

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

ATTEST:

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

EXHIBIT A

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**” or “**Lessor**”), 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**” or “**Lessee**”), 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, one of the assets owned and maintained by the City in furtherance of the recreation services offered by the municipal corporation is McCrary Park located at 138 Southway Road, Asheboro, North Carolina 27205; and

WHEREAS, the McCrary Park facility has a 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, more or less; and

WHEREAS, the City utilizes McCrary Park as a venue for baseball events such as collegiate summer baseball and American Legion baseball in addition to providing a home field for the Asheboro High School baseball team; and

WHEREAS, the ZooKeepers have asked to continue the limited liability company’s use of the McCrary Park facility to operate a collegiate summer baseball program, inclusive of other events throughout the year that will support the economic viability of the collegiate summer baseball program; and

WHEREAS, because the request is consistent with the municipal corporation’s goals for the facility, 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 purpose of providing a home for the ZooKeepers baseball team and providing the limited liability company with opportunities to host other baseball events that support the company:

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 as compatible with the scheduling framework provided in this Article. |
| Section 1.02 | The authority to grant approval on behalf of the City for ancillary events or activities and to resolve scheduling conflicts at the Park is vested in the City of Asheboro Recreation Services Director (the " Director "). The exercise of this scheduling authority shall be guided by the framework established in the following Sections 1.03 and 1.04 of this Agreement. |
| Section 1.03 | During the period of May 1 through August 15 of each year, the highest scheduling priority is given to the ZooKeepers for the team's season; provided, however, American Legion baseball and the Asheboro High School baseball team are authorized to use the Park. The Director shall resolve any scheduling conflicts that might arise, specifically including |

any scheduling overlap that might occur if the Asheboro High School baseball team participates in the playoffs.

Section 1.04 Outside of the above-listed range of dates set aside for the team’s season, the Lessee is authorized to use the Park for other baseball events and activities. The Director is authorized and directed to work in a good faith effort to resolve scheduling conflicts that impede Lessee’s use of the Park for ancillary baseball events. For purposes of illustration and without limitation, Lessee is authorized to use the Park for events such as the Asheboro ZooKeepers Fall Baseball League, the ZooKeepers Classic High School Baseball Tournament, and the ZooKeepers Youth Baseball Camps. If a scheduling conflict arises between Lessee’s events and other events proposed for the Park, the Director shall 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 sustainable home for the collegiate summer baseball program, the Park is a venue for recreation programming, incentivizing scholastic play in the community, and bringing visitors to the Asheboro community. To facilitate effective schedule management, Lessee shall provide the Director, as soon as practicable, with up-to-date schedules for proposed games, practices, and events.

ARTICLE 2. TERM

The term of this Agreement shall be ten (10) years, beginning on January 1, 2025 (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	=	\$2,000.00;
(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 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 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. A breach by the Lessee of the Right of First Refusal granted pursuant to this Agreement shall be a noncureable default that will entitle the City to declare the Lessee in default and take immediate action to enforce the City's rights as Lessor under Article 14 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

- Section 11.01** 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.
- Section 11.02** The City shall be responsible for regular mowing of the surrounding areas during the season.
- Section 11.03** 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.
- Section 11.04** 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

Section 14.01 With the exception of a breach by the Lessee of Section 3.03 of this Agreement, 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.

Section 14.02 In the event of Lessee's breach of the grant of rights specified in Section 3.03 of this Agreement, the City, without further notice or demand, may terminate this Agreement without any right by Lessee to reinstate its rights by payment of any amount due or other performance of the terms and conditions hereof. Upon such termination, Lessee shall immediately surrender possession of the Park to the City. The City may take the actions authorized by this Section without prejudice to any other legal remedy that it might have available to it as Lessor on account of default by the ZooKeepers.

Section 14.03 Upon termination of this Agreement, the City as Lessor may immediately or anytime thereafter re-enter the Park and remove Lessee, including all persons and personal property, from the premises. In the event of any such re-entry, the Lessee waives all claims for damages which may be caused by the re-entry of the Lessor and will save the Lessor harmless from any loss, cost, or damage suffered by the Lessee by reason of such re-entry.

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 detailed below.

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 RIGHT OF
FIRST REFUSAL**

COUNTY OF RANDOLPH

THIS GRANT OF 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:

GRANTOR: **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 City of Asheboro for the non-exclusive use of the city-owned McCrary Park by ZooKeepers Baseball LLC during a 10-year lease agreement, and for other good and valuable consideration, ZooKeepers Baseball LLC (“**Grantor**”) hereby grants to the City of Asheboro (“**Grantee**”) the Right of First Refusal (“ROFR”) described below.

**Article 1. DEFINITIONS AND PROCEDURAL REQUIREMENTS FOR
DELIVERY OF REQUIRED NOTICES**

Section 1.01 Definition of Transfer

- (a) Within this instrument, the term “**Transfer**” means a change of ownership or control of the baseball team that uses McCrary Park as its home ballpark under the lease agreement executed of even date herewith 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; and (b) a transfer of stock, partnership, or other ownership interests in the Grantor.

- (b) Notwithstanding the foregoing, a Transfer under this ROFR does not include a change of ownership or control of the above-referenced baseball team that includes a legally binding obligation for any transferee(s) to maintain the use of McCrary

Park as the team's home ballpark for the duration of the lease agreement executed of even date herewith.

Section 1.02 Definition of Third Party

- (a) Within this instrument, the term “**Third Party**” means a Person other than the Grantor, a person controlled by the Grantor, or the Grantee.
- (b) Within this instrument, the term “**Person**” is inclusive of humans and legal entities including a trust, corporation, partnership, limited liability company, or other organization.

Section 1.03 Definition of Third-Party Offer

Within this instrument, the term “**Third-Party Offer**” means a firm written offer to purchase or engage in other form of transaction that, when consummated, will result in the Transfer of the baseball team to a Third Party.

Section 1.04 Procedural Requirements for Giving Notice

Notices specified within this ROFR instrument, including notices of a change of address, must be in writing and delivered to the receiving party at the address set forth on the first page of this instrument. The means of delivery may be any of the following: certified mail (return receipt requested), commercial courier guaranteeing next-day delivery, or hand delivery.

Article 2. GRANT OF RIGHT OF FIRST REFUSAL

Section 2.01 Notice of Intent to Accept Third Party Offer

If the Grantor receives and intends to accept a Third-Party Offer, the Grantor is obligated to take three initial actions under the terms and conditions of the ROFR granted herein:

- (a) The Grantor must provide written notice to the Grantee of the intent to accept the Third-Party Offer; and
- (b) The above-referenced written notice must include a complete and accurate copy of the Third-Party Offer; and
- (c) The Grantor is prohibited from accepting the Third-Party Offer until the Grantee can purchase the baseball team in accordance with the rights provided by this ROFR.

Section 2.02 Rights Triggered by Receipt of Notice of Third-Party Offer

The Grantor's written notice of intent to accept a Third-Party Offer constitutes the Grantor's offer to convey the baseball team to the Grantee on the same terms set forth in the Third-Party Offer.

Section 2.03 Acceptance Period

The Grantor's offer to sell the baseball team to the Grantee on the same terms as set forth in the Third-Party Offer transmitted to the Grantee pursuant to Section 2.01 of this instrument must remain open for acceptance by the Grantee for a period of ten (10) business days after the date of the actual receipt by the Grantee of the notice required by the previously referenced Section 2.01. The 10-day acceptance period specified herein shall be referred to as the "**Acceptance Period.**"

Section 2.04 Extension to Finalize Sales Contract

If the copy of the Third-Party Offer transmitted to the Grantee under the terms of this ROFR does not incorporate a complete sales contract, then the Grantee may notify the Grantor within the Acceptance Period of the Grantee's conditional acceptance of the Grantor'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) business days following the end of the Acceptance Period (this supplemental 30-day period will be hereinafter referred to as the "**Finalization Period**"), the Grantor 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 Grantor offer transmitted under Section 2.01 are set as of the date of transmittal to the Grantee unless otherwise agreed by the Grantor and the Grantee. A complete written sales contract for the baseball team shall be memorialized in a form acceptable to both the Grantor and the Grantee.

Article 3. TERMINATION AND DURATION OF ROFR

Section 3.01 Termination of Grantee's Rights

The Grantee's rights under the Right of First Refusal terminate, and the Grantor is free to accept the Third-Party Offer upon the occurrence of the following events, whichever occurs later:

- (a) At the end of the Acceptance Period, the Grantor has not received notice that the Grantee either (i) accepts the Grantor's offer, or (ii) accepts the offer conditionally under the terms of Section 2.04 above; or
- (b) At the end of the Finalization Period (notwithstanding the good faith efforts of each), the Grantor and the Grantee have failed to sign a mutually binding sales contract.

Section 3.02 Duration of ROFR

This Right of First Refusal is valid for a length of time that shall not exceed the term of the 10-year lease agreement entered as of January _____, 2025, by and between the City of Asheboro and ZooKeepers Baseball LLC, for the nonexclusive use of McCrary Park.

INTENDING TO BE LEGALLY BOUND, the Grantor has signed and delivered this Grant of the Right of First Refusal 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 of the Right of First Refusal.

CITY OF ASHEBORO:

By: _____
Signature of Mayor David H. Smith

Date: _____
Printed Date of Execution

15. Upcoming Events and Items Not on the Agenda

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

There being no further business, the meeting was adjourned at 8:23 p.m.

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

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