

**AGENDA  
REGULAR MEETING  
CITY COUNCIL, CITY OF ASHEBORO  
THURSDAY, APRIL 9, 2015, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Presentation by Bryan Leaird with the North Carolina League of Municipalities' Risk Management Services.
4. Recognition of retired Chief of Police Ralph Norton for his years of dedicated service to the City of Asheboro.
5. Consent Agenda:
  - (a) Approval of the minutes of the city council's special meeting that was held on March 4, 2015.
  - (b) Approval of the minutes of the city council's regular meeting that was held on March 5, 2015.
  - (c) Approval of the findings, conclusions, and order authorizing a subdivision ordinance variance (Case No. SUB-15-01) and the issuance of a special use permit (Case No. SUP-15-02).
  - (d) Acknowledgement of the receipt of the minutes of the Asheboro ABC Board's meeting on February 2, 2015.
  - (e) Award of contracts for the supply of chemicals to the city for the period from April 16, 2015 to April 15, 2016 as listed below:
    - (i) Bid for liquid alum by Chemtrade Chemicals US, LLC at \$245.00/ton.
    - (ii) Bid for liquid caustic by Brenntag Mid-South at \$424.00/ton.
    - (iii) Bid for fluosilicic acid by Pencco, Inc. at \$459.50/ton.
    - (iv) Bid for sodium hypochlorite by UNIVAR, USA, Inc. at \$0.5590/gallon.
    - (v) Bid for calcium nitrate by Evoqua Water Technologies at \$0.5771/pound of nitrate oxygen.

- (f) Approval of a resolution authorizing the entry of the city into an agreement with the East Side Improvement Association, Inc. to lease building space at 624 Brewer Street.
  - (g) Approval of budget amendments:
    - (i) Ordinance to amend the general fund (The Senior Adult Center).
    - (ii) Ordinance to amend the general fund (Techimark LLC).
    - (iii) Ordinance to amend the Airport Authority Fund.
  - (h) Approval of an ordinance to update city records to reflect the prohibition of parking on the east and west sides of White Oak Street between West Salisbury Street and West Miller Street.
6. Trevor Nuttall will present the following Community Development Division items:
- (a) Zoning Case RZ-15-03: A legislative zoning hearing on the application by Schwarz-RJR, LLC to rezone property located at 309 Washington Avenue from CUI2 (Conditional Use General Industrial) to B2 (General Commercial).
  - (b) Zoning Case RZ-15-04: A legislative zoning hearing on the application filed by Mc Mc Properties, LLC to rezone property located at 1129 South Cox Street from R7.5 (Medium-Density Residential) to 0A6 (Office-Apartment).
  - (c) Consideration of a resolution authorizing the execution of One North Carolina Fund agreements pertaining to the on-going economic development project with Technimark LLC and related parties.
  - (d) Consideration of an ordinance mandating the repair or demolition of an unsafe structure at 452 North McCrary Street.
  - (e) Land Development Plan Update Community Workshops:
    - (i) Tuesday, April 14<sup>th</sup> (6:30 pm to 8:00 pm) at Kingdom Life Community Church, 539 Cross Street.
    - (ii) Thursday, April 23<sup>rd</sup> (6:00 pm to 8:00pm) at Asheboro United Church of Christ, 801 Sunset Avenue.

7. Leigh Anna Johnson will discuss the city's selection as a finalist for the All-America City Award and the next steps in the process.
8. Public comment period.
9. Chief Jody Williams will present the police department's annual report.
10. Presentation by Stephen Grove of a petition to lower the speed limit on Horse Carriage Lane to 25 MPH.
11. Upcoming events:
  - Business After Hours Thursday, April 16, 2015, Tot Hill Farm, 5:30 - 7:00pm.
  - Annual Identity Theft Prevention Program Committee meeting on Wednesday, April 30, 2015, at 9:00 AM in the council chambers.
  - Chamber of Commerce *No Tie Affair*, Saturday, April 25, 2015, 6:00 PM to 10:00 PM at JB and Claire Davis' Cotopaxi Farm.
  - The Mayor's Prayer Breakfast Thursday, May 7, 2015, at AVS 6:45 AM.
  - Asheboro Housing Authority Annual Meeting, Tuesday, May 5, 2015, at 6:00 PM.
  - Budget workshop Thursday, May 21, 2015, 5:30 PM.
  - Regular city council meeting and budget public hearing Thursday, June 4, 2015.
  - Budget adoption Thursday, June 25, 2015, 12:00 Noon.
12. Items not on the agenda.
13. Adjournment.

**NOTICE OF A SPECIAL MEETING OF THE ASHEBORO CITY COUNCIL**

**Wednesday, March 4, 2015**

**4:00 p.m.**

Notice is hereby given that Mayor Smith and members of the Asheboro City Council, along with members of the Randolph County Board of Commissioners, will assemble for a tour of the Kayser-Roth Corporation facility in Asheboro at 4:00 p.m. on Wednesday, March 4, 2015. During the tour of the facility, a quorum of the members of the city's governing board may be present. No deliberations by the governing board are planned for this occasion, but this notice is issued in order to ensure compliance with the applicable open meetings laws.

At 4:00 p.m. on March the 4<sup>th</sup>, Mayor Smith and the members of the Asheboro City Council, along with anyone else invited by the host, will assemble at the Kayser-Roth Corporation's facility located at 515 West Balfour Avenue in Asheboro, North Carolina for the tour that is to be conducted by company officials. No formal action will be taken during this tour. Members of the press are invited to participate in the tour.

This notice is issued on February 23, 2015, in accordance with the laws and ordinances of the State of North Carolina and the City of Asheboro.

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

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**SPECIAL MEETING  
ASHEBORO CITY COUNCIL  
KAYSER-ROTH CORPORATION FACILITY LOCATED AT 515 WEST BALFOUR AVENUE,  
ASHEBORO, NORTH CAROLINA  
WEDNESDAY, MARCH 4, 2015  
4:00 p.m.**

This being the time and place for a special meeting of the Asheboro City Council, a meeting was held with the following elected officials and staff members present:

- David H. Smith ) – Mayor Presiding
- Talmadge S. Baker )
- Clark R. Bell )
- Edward J. Burks ) – Council Members Present
- Walker B. Moffitt )
- Charles W. Swiers )
- Linda H. Carter )
- Michael W. Hunter ) – Council Members Absent

John N. Ogburn, III, City Manager  
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal  
Trevor L. Nuttall, Community Development Director

The sole purpose of this special meeting was to participate in a tour of the Kayser-Roth Corporation facility and to obtain first hand impressions of the improvements that have been made by this corporation with which the county and city have previously agreed to undertake an economic development project. The city officials were joined by Randolph County Manager Hal Johnson, County Commissioner Darrell Frye, County Commissioner David Allen, Clerk to the Board Amanda Varner, Randolph County Economic Development President Bonnie Renfro, and Existing Business and Industry Coordinator for Randolph County Economic Development Corporation Kevin Franklin.

At the conclusion of the tour, the meeting was adjourned. No action was taken by the Council during this meeting.

Minutes  
Page 2  
March 4, 2015  
Special Meeting

These minutes were approved by the Asheboro City Council in open session during a regular meeting held on the 9<sup>th</sup> day of April.

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Holly H. Doerr, CMC, NCCMC, City Clerk

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David H. Smith, Mayor

**REGULAR MEETING  
ASHEBORO CITY COUNCIL  
CITY OF ASHEBORO PUBLIC WORKS FACILITY  
1312 NORTH FAYETTEVILLE STREET, ASHEBORO, NORTH CAROLINA  
THURSDAY, MARCH 5, 2015  
7:00 p.m.**

This being the time and place for a regular meeting of the Asheboro City Council, a meeting was held in the City of Asheboro Public Works Facility Conference Room located at 1312 North Fayetteville Street, Asheboro, North Carolina with the following officials and members present:

- David H. Smith            ) – Mayor Presiding
- Talmadge S. Baker        )
- Clark R. Bell             )
- Edward J. Burks          ) – Council Members Present
- Linda H. Carter          )
- Walker B. Moffitt        )
- Charles W. Swiers        )
- Michael W. Hunter        ) – Council Member Absent

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

**1. Call to order.**

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

**2. Moment of silent prayer and pledge of allegiance.**

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

**3. Appearance and recognition of guests and citizens.**

Mayor Smith welcomed everyone in attendance, specifically, boy scouts from Troop 513 that were in attendance as a requirement for their citizenship badge.

**4. Recognition of Asheboro Police Master Sergeant David R. Kennedy for his years of dedicated service to the City of Asheboro.**

On behalf of the Asheboro Police Department, Chief Williams presented Master Sergeant Kennedy with a plaque that included his badge as a token of gratitude for his loyal service to the City of Asheboro as a police officer from May 19, 1986 until March 1, 2015. In addition to his badge, Chief Williams and Captain Swaney presented Master Sergeant Kennedy with his service side arm that he carried at the time of his retirement, and on behalf of the City Council and the City Manager's office, Mr. Ogburn presented Master Sergeant Kennedy with a retirement plaque from the municipal corporation.

**5. Consent agenda:**

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

- (a) The minutes of the City Council's regular meeting on February 5, 2015.**

- (b) **A resolution amending the municipal records retention and disposition schedule for the City of Asheboro.**

**RESOLUTION NUMBER** \_\_\_\_\_ **07 RES 3-15**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**AMENDMENTS TO THE MUNICIPAL RECORDS RETENTION AND DISPOSITION SCHEDULE FOR THE CITY OF ASHEBORO**

**WHEREAS**, in accordance with Section 121-5 of the North Carolina General Statutes and Section 132-3 of the North Carolina General Statutes, public records maintained by the City of Asheboro may only be destroyed with the consent of the North Carolina Department of Cultural Resources; and

**WHEREAS**, the Municipal Records Retention and Disposition Schedule (the "Retention Schedule") issued by the Government Records Branch of the State Archives of North Carolina, which is part of the Division of Archives and Records within the North Carolina Department of Cultural Resources, is the primary means by which the Department of Cultural Resources gives its consent for the destruction of records that do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified within the schedule; and

**WHEREAS**, in the absence of approving the Retention Schedule, the city is obligated to obtain permission from the Department of Cultural Resources to destroy any record, regardless of how insignificant a particular record might be; and

**WHEREAS**, prior to the City Council's consideration of this Resolution, the most recent edition of the Retention Schedule was published on September 10, 2012, and amended on August 29, 2013, with the Asheboro City Council adopting resolutions of the governing board in 2012 and 2013 to add the board's approval to the Retention Schedule and the subsequent amendment published by the Department of Cultural Resources; and

**WHEREAS**, on January 5, 2015, the Department of Cultural Resources published amendments to Standard 9 (LAW ENFORCEMENT RECORDS) and Standard 12 (PERSONNEL RECORDS) of the Retention Schedule; and

**WHEREAS**, the said amendments of January 5, 2015, which shall be hereinafter collectively referred to as the "Amended Retention Standards," are attached to this Resolution as EXHIBIT 1 and are hereby incorporated into this Resolution by reference as if copied fully herein; and

**WHEREAS**, the city clerk and city manager have recommended approval of the Amended Retention Standards;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro, North Carolina that the Amended Retention Standards are hereby approved; and

**BE IT FURTHER RESOLVED** that the city officials indicated on the signature page form received from the Department of Cultural Resources and attached hereto as EXHIBIT 2 are hereby authorized to execute the said form that is hereby incorporated into this Resolution by reference as if copied fully herein.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 5<sup>th</sup> day of March, 2015.

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

ATTEST:

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

[Exhibits 1 and 2 that were attached to the immediately preceding resolution are on file in the City Clerk's office.]

- (c) **A resolution authorizing the cancellation of a lien against the property at 163 East Academy Street for demolition costs.**

**RESOLUTION NUMBER 08 RES 3-15**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**AUTHORIZATION TO CANCEL A DEMOLITION COSTS LIEN  
ENCUMBERING A VACANT LOT ON EAST ACADEMY STREET**

**WHEREAS**, by means of a letter dated February 19, 2015, Mr. H.R. Gallimore, CCIM requested, on behalf of his client, the cancellation by the city of a lien for demolition costs that encumbers a vacant lot owned by Ms. Patsy Miller Hinkle near the intersection of East Academy Street and South Cox Street in Asheboro; and

**WHEREAS**, city staff members, specifically including the city manager and the city attorney, concluded that the request should be forwarded to the Asheboro Redevelopment Commission and the City Council for consideration; and

**WHEREAS**, the said letter from Mr. Gallimore is attached to this Resolution as EXHIBIT 1 and a memorandum from the city attorney to the city manager is attached to this Resolution as EXHIBIT 2 (the said exhibits are hereby incorporated into this Resolution by reference as if copied fully herein); and

**WHEREAS**, in 2011, city inspectors determined that the vacant residential structure located at 163 East Academy Street in Asheboro (Randolph County Parcel Identification Number 7751816945) was unsafe and should be removed (the said vacant residential structure shall be hereinafter referred to as the "Unsafe Structure"); and

**WHEREAS**, due the Unsafe Structure's state of decay, city inspectors could not safely obtain measurements of all areas within the structure, and, to ensure the safety of city personnel and contractors, estimates had to be utilized to determine whether the value of the structure warranted an effort to repair rather than to demolish the structure; and

**WHEREAS**, an analysis of the situation led to the ultimate conclusion that the only economically viable option was to demolish the Unsafe Structure and remove the debris from the lot; and

**WHEREAS**, the owner of the real property, Ms. Patsy Miller Hinkle, did not have the financial means to contract for the necessary asbestos abatement and demolition work; and

**WHEREAS**, during 2011, the city's current code enforcement program for removing nuisance structures by means of entering into consent agreements that take account of a property owner's assistance with removing hazardous conditions in an expedient manner, limiting operational costs for enforcement actions, and eliminating litigation costs for the city had not come into existence; and

**WHEREAS**, in light of the absence of an established program to assist with the removal of the structure and the immediate need to remove the Unsafe Structure, Ms. Hinkle agreed, in advance of the actual demolition work, to sign an agreement to pay the estimated cost of the entirety of the demolition work and repay the city over time; and

**WHEREAS**, a North Carolina Deed of Trust reflecting the cost for the city to conduct this demolition work, including asbestos abatement work by a properly trained and credentialed contractor, was recorded in the office of the Randolph County Register of Deeds in Book 2236, Page 1174 on June 10, 2011, and the hazardous conditions on the lot were abated by August 18, 2011; and

**WHEREAS**, in August 2011, Ms. Hinkle began to faithfully make monthly payments in accordance with her agreement with the city, and this stream of payments has reduced the amount of the outstanding debt from \$15,597.00 to \$13,309.44; and

**WHEREAS**, during the course of making these payments, Ms. Hinkle has actively taken steps, which are described in the letter attached to this Resolution as EXHIBIT 1, to encourage the development of the currently vacant lot in accordance with the city's comprehensive plans for the downtown area; and

**WHEREAS**, in light of Ms. Hinkle's unflinching and unequivocal cooperation with the city's efforts to quickly and cost effectively eliminate hazardous conditions in the downtown area, she would have been eligible to receive the benefits of a consent agreement under the city's current program for abating unsafe structures if the demolition work performed on her East Academy Street lot had been performed in calendar years 2014 or 2015 rather than in 2011; and

**WHEREAS**, city staff members have noted, and the members of this governing board concur with this conclusion, that the city would receive current value or consideration for cancelling the lien for

demolition costs if, as indicated in Mr. Gallimore's letter, such an action could facilitate the type of infill development envisioned by the city's comprehensive plans for the downtown area; and

**WHEREAS**, during its regularly scheduled meeting on March 2, 2015, the Asheboro Redevelopment Commission considered this issue and, by means of a unanimous decision, recommended that the above-described lien for demolition costs should be cancelled because, for the reasons stated in the attached documents, such a cancellation would further the public interest;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro, North Carolina that the balance of the outstanding debt owed by Patsy Miller Hinkle for the asbestos abatement and demolition costs associated with the above-described removal of the Unsafe Structure from 163 East Academy Street is hereby forgiven as of the date and time of the adoption of this Resolution; and

**BE IT FURTHER RESOLVED** that any and all city officials necessary to the task of implementing the forgiveness of the above-described debt are authorized and directed to immediately take the administrative actions required to mark the indebtedness as satisfied, specifically including without limitation the recording of a Certificate of Satisfaction to indicate that the North Carolina Deed of Trust recorded on June 10, 2011, in the office of the Randolph County Register of Deeds in Book 2236, Page 1174, has been satisfied.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 5<sup>th</sup> day of March, 2015.

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

ATTEST:

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

[Exhibits 1 and 2 that were attached to the immediately preceding resolution are on file in the City Clerk's office.]

**6. Community Development Division Items:**

- (a) **Quasi-judicial hearing (Case Nos. SUP-15-02 and SUB-15-01): Combined hearing on applications for a special use permit and a variance from the subdivision ordinance, along with a subdivision sketch design plat review, for Phase III of Olde Towne Village Subdivision.**

Mayor Smith opened a combined public hearing on the following applications for a Special Use Permit and a Sketch Design Plat review and approval, which was quasi-judicial in nature, and a variance from the subdivision ordinance. These cases were filed under Community Development Division file numbers SUP-15-02 and SUB-15-01.

The applications submitted by property owner Carolina Bank requested the following land use approvals: (a) a variance from the recreation space requirements found in Article X, Section IV.C.9 of the Asheboro Subdivision Ordinance, specifically 4,207 square feet of recreation space that is required for Phase III of the development; (b) the issuance of a Special Use Permit authorizing a Residential Planned Unit Development (PUD); and (c) approval of a subdivision sketch design plat. In order for this proposed development to proceed as currently designed, the applicant needed the Council's approval of all three of the requests.

The zoning lot for which these land use requests have been made is located at the terminus of Old Towne Parkway. This property is approximately 18.03 acres of land in size, and the proposed planned unit development is located on a portion of the parcel of land identified by Randolph County Parcel Identification Number 7741971725.

The Special Use Permit sought by the Applicant for a residential planned unit development would authorize a total of five (5) detached single family dwellings on the zoning lot at the terminus of Olde Towne Parkway. This Phase III of Olde Towne Village adjoins Phase II and its previously approved planned unit development.

Phase III, which is located in an R15 zoning district, is proposed to include the planned unit development on 6.03 acres of the zoning lot, and the remaining area of 12 acres, more or less, will be a future development area.

The request includes the extension of Olde Towne Parkway, which is a city-maintained street. The proposed street extension will be constructed by city standards.

The zoning lot has some areas with steep slopes as well as a 100-year floodplain. The Application proposes to construct the future development outside of the flood area.

The sketch design plat shows that the proposed Phase III with its five (5) lots plus common area will have an average lot size of 3,503 square feet plus the common area. Because of severe topographical conditions and the ability to access amenities in the Phase III area, the Applicant is seeking a variance to provide relief from the requirement of 4, 207 square feet of recreation space in the Phase III area.

The Planning Board gave a favorable recommendation in support of approving the requested subdivision ordinance variance and in support of granting approval of the proposed sketch design plat. This recommendation did include the adoption of the comments provided in the staff report.

In order to consider these land use requests, the City Council conducted a quasi-judicial hearing and received sworn testimony from the following individuals:

Trevor Nuttall (Community Development Director)  
Lawson Brown, Esq. (Attorney for the Applicant)  
Aden R. Stoltzfus, P.E. (Engineer for the Applicant)  
Paul G. Milam (N.C. Real Estate Broker)

In order to render a decision on the Applicant's request for a Special Use Permit and sketch design approval, the Council first considered the written subdivision ordinance variance request that was supported with engineering data submitted by the applicant's engineer. After considering the evidence, the Council, upon motion by Mr. Moffitt and seconded by Mr. Baker, voted unanimously to grant the requested variance from Article X, Section IV.C.9 of the Asheboro Subdivision Ordinance. Council Members Baker, Bell, Burks, Carter, Moffitt, and Swiers voted in favor of the motion.

After granting the requested variance, the City Council, upon motion by Mr. Bell and seconded by Ms. Carter, voted unanimously to approve, with conditions, the issuance of a Special Use Permit authorizing a Planned Unit Development for Phase III of the development with a total of five (5) detached single-family homes. Council Members Baker, Bell, Burks, Carter, Moffitt and Swiers voted in favor of the motion. The conditions attached by the Council to the approved Special Use Permit are as follows:

1. Additions located to the rear of individual dwellings or the enclosure of patios and porches shall not be considered a modification of this permit.
2. Homeowners' documents prohibiting recreational vehicle (including boat) parking as required by the Subdivision Ordinance shall be submitted and recorded with the final plat.
3. In addition to demonstrating compliance with the City of Asheboro Subdivision Ordinance, any subdivision plat submitted for review and approval shall provide adequate turnaround and maneuvering space on existing and future public streets for municipal vehicles, specifically including garbage trucks and fire trucks.
4. The proposed site plan indicates a future development area on the Zoning Lot that may include land uses not requiring a Special Use Permit. The land use activities that do not require a Special Use Permit may be permitted to the full extent permitted by the Asheboro Zoning Ordinance. Such engagement in these land use activities shall not be deemed to be a modification requiring the issuance of a new Special Use Permit, unless proposed land use activities require a new Special Use Permit.
5. Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the owner(s) of the Zoning Lot shall properly execute, and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Special Use Permit in the chain of title for the Zoning Lot.

After granting the requested variance and approving the Special Use Permit, the City Council, upon motion by Mr. Swiers and seconded by Mr. Burks, voted unanimously to approve the subdivision sketch design that called for five (5) lots plus common area with an average lot size of 3,503 for detached single-family dwellings. :

The combined findings, conclusions, and orders approving the above-described subdivision ordinance variance, and Special Use Permit will be adopted during the Council's next regular meeting on April 9, 2015.

[An audio recording of the sworn testimony received during the public hearing is on file in the City Clerk's office.]

**(b) Preliminary subdivision plat review (Case No. SUB-14-01) for Springwood Townhomes.**

Mr. Nuttall presented the preliminary plat for Springwood Townhomes. McMc Properties, LLC requested the approval of a subdivision consisting of 24 lots with an average lot size of 2,060 square feet located at the terminus of Springwood Road. The plat submitted for approval pertains to approximately 6.75 acres of land.

During his presentation, Mr. Nuttall noted that the Community Development Division and the Planning Board recommended granting the request with the following comments:

1. The proposed plan includes minor changes from the sketch design plan. These include relocation of two of the dwelling units, a different location for one of the three recreation areas, and a small change in the total amount of recreation space (an increase from 10,189 square feet to 10,238 square feet). After reviewing the record of the proceedings, these changes are not considered modifications that would require a new Special Use Permit.
2. Homeowners' association (HOA) documents will need to be recorded with the final plat. As noted, HOA documents will need to prohibit parking of RV vehicles (travel trailers, boats, etc.)

Upon motion by Mr. Bell and seconded by Mr. Moffitt, Council voted unanimously to approve, with the immediately preceding comments/conditions, the preliminary plat submitted for the Springwood Townhomes subdivision. Council Members Baker, Bell, Burks, Carter, Moffitt, and Swiers voted in favor of the motion.

The aforementioned plat along with a copy of the visual presentation utilized by Mr. Nuttall are on file in the City Clerk's office.

**(c) Consideration of an application submitted by J. Michael O'Kelley for a vacancy on the Redevelopment Commission.**

At the request of city staff, the above-referenced item was withdrawn in order to allow review of applications that had not been distributed fully to the Redevelopment Commission.

**7. Eastside Improvement Association Items:**

**(a) Loan status and financial report.**

Mr. Deneal McNair, President of the Eastside Improvement Association, reported to the Council that the Eastside Improvement Association is in the process of re-working a loan with Community One for property that houses the Central Gymnasium and Asheboro Daycare. The loan is set to close on or around April 15, 2015. With securing the loan and projected revenues from entities, such as the Boys and Girls Club, the Eastside Improvement Association hopes to save the property for long-term use by the community.

**(b) Request for City Council to authorize the drafting of a lease agreement for a potential Community Police Resource Center.**

During his presentation, Mr. McNair requested that the City Council authorize the drafting of a lease agreement for a potential Community Police Resource Center to be located in a building owned by the East Side Improvement Association, Inc.

**(c) Request for the city to approve sponsorship of Police Athletic League in partnership with the ESIA.**

In addition to his request for the authorization of a lease agreement for a Community Police Resource Center, Mr. McNair requested a letter from the city in support of a sponsorship of a Police Athletic League in partnership with the Eastside Improvement Association.

Upon motion by Mr. Bell and seconded by Mr. Baker, Council unanimously authorized the City Attorney to draft a lease agreement for a potential Community Police Resource Center and for city staff to draft a letter in support of a sponsorship of a Police Athletic League in partnership with the

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

**8. Public comment period.**

Mayor Smith opened the floor for comments from the public.

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

**9. Water Resources Division Items:**

**(a) Consideration of a resolution to accept a State Revolving Grant for the Penwood Branch Partial Sewer Evaluation and Professional Engineering Report Project.**

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

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

**RESOLUTION NUMBER 09 RES 3-15**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**ACCEPTANCE OF A STATE GRANT FOR THE  
PENWOOD BRANCH PARTIAL SEWER EVALUATION  
AND PRELIMINARY ENGINEERING REPORT**

**WHEREAS**, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, water supply systems, and water conservation projects; and

**WHEREAS**, the North Carolina Department of Environment and Natural Resources has offered a State Revolving Technical Assistance Grant in the amount of \$49,999 for the Penwood Branch Partial Sewer Evaluation and Preliminary Engineering Report; and

**WHEREAS**, the City of Asheboro, North Carolina intends to conduct said project in accordance with the approved plans and specifications;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro, North Carolina that the City of Asheboro does hereby accept the State Revolving Grant offer of \$49,999; and

**BE IT FURTHER RESOLVED** that the City of Asheboro does hereby give assurance to the North Carolina Department of Environment and Natural Resources that all items specified in the grant offer, Section II – Assurances will be adhered to; and

**BE IT FURTHER RESOLVED** that John N. Ogburn, III, City Manager, and any successor so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application; and

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

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 5<sup>th</sup> day of March, 2015.

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

ATTEST:

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

**(b) Consideration of a resolution to amend the professional services contract with The Wooten Company for the Water Treatment Plant Filter Replacement Project.**

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

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

**RESOLUTION NUMBER** 10 RES 3-15

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**AMENDMENT OF THE PROFESSIONAL SERVICES CONTRACT WITH THE WOOTEN COMPANY  
FOR THE DESIGN SERVICES NEEDED FOR THE WATER TREATMENT PLANT FILTER  
REPLACEMENT PROJECT**

**WHEREAS**, pursuant to Asheboro City Council Resolution No. 43 RES 10-12, which was adopted on October 4, 2012, the City of Asheboro entered into a professional services agreement with The Wooten Company in order to obtain the engineering services needed to successfully complete the Water Treatment Plant Filter Replacement Project (hereinafter referred to as the "Filter Replacement Project"); and

**WHEREAS**, subsequent to the initial award of the contract, the city decided to expand the scope of the project, and, on the basis of a previous amendment to the professional services agreement, the current total contract fee for the engineering services provided by The Wooten Company for the Filter Replacement Project is \$96,200.00; and

**WHEREAS**, the North Carolina Department of Environment and Natural Resources has now offered to the city a State Revolving Loan to facilitate the successful completion of the Filter Replacement Project; and

**WHEREAS**, in order to avail itself of this State Revolving Loan, the city will need to obtain previously unanticipated funding administration services from the project engineer, The Wooten Company; and

**WHEREAS**, The Wooten Company has submitted a proposed contract amendment, which is labeled "AMENDMENT NO. 2 TO OWNER-ENGINEER AGREEMENT" and is attached to this Resolution as EXHIBIT 1 (the said exhibit is hereby incorporated into this Resolution by reference as if copied fully herein), that increases the contract fee by \$13,500.00, which is a fixed fee, in consideration of The Wooten Company providing the funding administration needed for the Filter Replacement Project; and

**WHEREAS**, city staff has concluded that an agreement to pay the additional contract fee of \$13,500.00 for the funding administration needed to accept and properly utilize the State Revolving Loan, which will result in a revised total contract fee of \$109,700.00, is in the best long-term fiscal interest of the city; and

**WHEREAS**, the Asheboro City Council concurs with this conclusion;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro, North Carolina that the proposed amendment of the professional services agreement to add a fixed fee of \$13,500.00 for funding administration by The Wooten Company for the Filter Replacement Project is hereby approved; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Asheboro, North Carolina that the city manager and all other necessary city officials are hereby authorized to execute the attached "AMENDMENT NO. 2 TO OWNER-ENGINEER AGREEMENT."

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 5<sup>th</sup> day of March, 2015.

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

ATTEST:

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

[Exhibit 1 that was attached to the immediately preceding resolution is on file in the City Clerk's office.]

**10. Reminder of Town Hall Day on Wednesday, March 18, 2015.**

Mayor Smith reminded the Council Members that Town Hall Day is on Wednesday, March 18, 2015. Additionally, Mayor Smith and Mr. Ogburn reminded the Council Members that the State of Randolph will be held on March 20, 2015 at 7:30 p.m. at Cetwick.

There being no further business, the meeting was adjourned at 8:07 p.m.

---

Holly H. Doerr, CMC, NCCMC, City Clerk

---

David H. Smith, Mayor

# **Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on February 2, 2015**

Item 5 (d)

The Asheboro ABC Board met on February 2, 2015, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

Present were Chair Brooke Schmidly, Board Member Steve Knight and Bob Morrison and General Manager Rodney Johnson (GM). A quorum being present, the Chair called the meeting to order for the transaction of business and business transacted as follows:

The Chair inquired as to any known conflict of interest, appearance of a conflict of interest, or objections concerning agenda items before the Board; after the Chair and both Board members voiced having no conflict, and there being no objection, the agenda was adopted.

The Board reviewed and there being no objection, approved the Minutes from the January 5, 2015, regular meeting.

Steve Knight and the GM reviewed Board finances and reported all finances remain consistent.

Following up from last month's meeting, the GM reported that data collected from the State ALE and the Asheboro Police Department's ABC Officer does not provide enough information to make an accurate assessment concerning the ability of underage persons to purchase alcoholic beverages at permitted alcohol retailers within the City of Asheboro. After discussion, the Board directed the GM obtain additional information from ALE and Asheboro PD concerning the best way to:

1. Determine if ABC retailers are complying with laws prohibiting the sale of alcoholic beverages to underage persons, and
2. Establish an ongoing monitoring and compliance process to ensure ABC retailers comply with laws prohibiting the sale of alcoholic beverages to underage persons

The Board reviewed applications for First and Second Quarter 2015 Alcohol Grant Funds. After discussion, the Chair moved to provide \$3,400 to the Randolph County School System's SADD Chapters for educational efforts about the dangers of underage drinking and to support the school system's Prom Promise activities.

Consideration of other grant requests were continued until the Board's March meeting.

The Board heard reports from the General Manager concerning the following issues:

1. A letter from the Bertie County ABC Board encouraging the Asheboro ABC Board to join the NC ABC Association was shared with the Board.
2. The ABC Commission has completed its Performance Audit of the Asheboro ABC Board. The ABC Commission will prepare a report which will be presented to the Board in the coming months.

3. Statistical information from the National ABC Association indicates North Carolina is 43<sup>rd</sup> in the nation for per capita consumption of spirits and 6<sup>th</sup> in the nation for spirit tax revenue collections. Copies of the report were distributed to each Board member.
4. The Asheboro ABC Board's point of sale (POS) system was installed in 2008 and needs updating. Beginning October 2015, new regulations will require enhanced security features to protect credit card information. After an in-depth review of POS systems, the GM recommended purchasing an updated system from Macro Integration Services located in Greensboro, NC. The purchase of a new system can be accomplished with existing Board funds, but may require a budget amendment to the Board's 2014-15 Annual Budget. After discussion, Bob Morrison moved the Board approve the purchase and necessary budget amendments. The motion was approved by the Board.
5. The Change-Fund Report ending January, 2014, was reviewed with nothing remarkable noted.
6. Asheboro ABC sales statistics comparing:
  - January 2015 sales with the previous month indicate:
    - An overall -39.1% change (all sales and tax collections)
  - January 2015 sales with sales from the same month last year indicate:
    - Retail Sales +9.6%
    - Mixed Beverage Sales: +0.7%
    - Sales Tax Collections: +9.6%
    - Overall Collections: +8.6%
  - January 2015 bottle sales with bottle sales from the same month last year indicate:
    - Retail Bottle Sales: +7.8%
    - Mixed Beverage Bottle Sales: +5.8%
    - Overall Bottle Sales: +7.7%

Charts reflecting sales histories were handed out to Board members for review and discussion.

The next regular Asheboro ABC Board meeting will be held Monday, March 2, 2015, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 3-2-15



*J. Mark Schmidt*

*Stephen R. Knight*

*Robert E. Green*

**CITY OF ASHEBORO  
CHEMICAL BID TABULATION  
MARCH 17, 2015**

Item 5 (e)

Company Name	Liquid Alum	Liquid Caustic	Floussilic Acid	Sodium Hypochlorite 12%	Calcium Nitrate
Brenntag Mid-South NSF CERT ( X )	No Bid	\$424.00	No Bid	\$0.7264	*
				\$0.6842	**
C & S Chemicals NSF CERT ( X )	\$386.00	No Bid	No Bid	No Bid	No Bid
Chemtrade Chemicals US LLC NSF CERT ( X )	\$245.00	No Bid	No Bid	No Bid	No Bid
DOer Products & Services NSF CERT ( )	No Bid	No Bid	No Bid	No Bid	0.6600
Evoqua Water Technologies NSF CERT ( )	No Bid	No Bid	No Bid	No Bid	\$0.5771
GEO Specialty Chemicals NSF CERT ( X )	\$385.14	No Bid	No Bid	No Bid	No Bid
JCI Chemicals NSF CERT ( X )	No Bid	\$456.00	No Bid	\$0.60	No Bid
Key Chemicals, Inc NSF CERT ( X )	No Bid	No Bid	\$483.00	No Bid	No Bid
Mosaic Fishhawk NSF CERT ( X )	No Bid	No Bid	\$563.00	No Bid	No Bid
Pencoco, Inc NSF CERT ( X )	No Bid	No Bid	\$459.50	No Bid	No Bid
Shannon Chemical NSF CERT ( X )	No Bid	\$567.67	No Bid	No Bid	No Bid
USALCO NSF CERT ( )	No Bid	No Bid	No Bid	No Bid	No Bid
Univar, USA, Inc NSF CERT ( X )	\$279.30	\$461.70	No Bid	\$0.5590	No Bid

MINIMUM BID	\$245.00	\$424.00	\$459.50	\$0.5590	\$0.5771
MAXIMUM BID	\$386.00	\$567.67	\$563.00	\$0.7264	\$0.660

\* Based on 4,000 gallon load

\*\* Based on 4,500 gallon load

**RESOLUTION NUMBER \_\_\_\_\_**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

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

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

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

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

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

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

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

\_\_\_\_\_  
David H. Smith, Mayor  
City of Asheboro, North Carolina

ATTEST:

\_\_\_\_\_  
Holly H. Doerr, CMC, NCCMC, City Clerk  
City of Asheboro, North Carolina

# ATTACHMENT A

STATE OF NORTH CAROLINA

**LEASE AGREEMENT  
(624 Brewer Street)**

COUNTY OF RANDOLPH

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into this \_\_\_\_\_ day of April, 2015, by and between **EAST SIDE IMPROVEMENT ASSOCIATION, INC.**, a North Carolina non-profit corporation with its principal office located in Randolph County, North Carolina, (the said non-profit corporation shall be hereinafter referred to as the "Lessor") and **THE CITY OF ASHEBORO, NORTH CAROLINA**, a North Carolina municipal corporation located in Randolph County, North Carolina, (the said municipal corporation shall be hereinafter referred to as the "Lessee").

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

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

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

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

All facilities furnished at the Property and designated for the general use, in common, of occupants of the Property (inclusive of the Lessee hereunder) and their invitees, agents, or employees, with such facilities including but not limited to restroom facilities, parking areas, streets, driveways, sidewalks, canopies, roadways, loading platforms, shelters, ramps, landscaped areas, exterior water faucets, exterior lighting fixtures, signs, and other facilities whether of a similar or dissimilar nature (the foregoing list of facilities shall be hereinafter collectively referred to as "Common Areas") shall at all times be subject to the exclusive control and management of the Lessor. Lessor shall have the right from time to time to change the area, level, location, and arrangement of the

Common Areas and to restrict parking by Lessee and its employees to employee parking areas, to make rules and regulations that are reasonable and consistent with the terms and conditions of this Agreement, and to do such things from time to time as in Lessor's reasonable discretion may be necessary regarding the Common Areas.

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

**SECTION 2.            TERM:**

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

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

**SECTION 3.            RENTAL/LATE FEE:**

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

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

**SECTION 4.            PERMITTED USE:**

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

**SECTION 5.            ALTERATIONS AND IMPROVEMENTS:**

During the term hereof, Lessee may make such alterations and improvements as may be necessary for the use of the Premises; provided, however, that the Lessee shall make no structural alterations without the prior written consent of the Lessor. Such work shall be performed in a first-class, workmanlike manner and shall not weaken or impair the structural integrity of the Premises or change the purposes for which the Premises may be used. All work shall be accomplished

according to plans and specifications which shall be first submitted to and approved by the Lessor. Prior to the commencement of such alterations or improvements, the Lessee shall be responsible for and shall secure all governmental permits.

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

**SECTION 6.            MAINTENANCE:**

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

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

**SECTION 7.            ASSIGNMENT AND SUBLETTING:**

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

**SECTION 8.            DAMAGE BY FIRE OR OTHER CASUALTY:**

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

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

If such damage or destruction is due to the fault or neglect of the Lessee, its employees, agents, invitees, or contractors, without prejudice to any other rights and remedies of the Lessor and

without prejudice to the rights of subrogation of the Lessor's insurer, the damage may be repaired by the Lessor, but there shall not be any apportionment or abatement of rent.

**SECTION 9.           INSURANCE:**

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

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

**SECTION 10.         UTILITIES:**

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

**SECTION 11.         TAXES:**

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

**SECTION 12.         RIGHT OF ENTRY:**

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

**SECTION 13.         DEFAULT:**

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

- (A) The abandonment of the Premises by Lessee [absence from the premises for ten (10) days after failure to pay rent shall constitute an event of abandonment];

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

**SECTION 14. REMEDIES UPON DEFAULT:**

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

**SECTION 15. QUIET ENJOYMENT:**

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

**SECTION 16. INDEMNITY:**

Lessee shall indemnify Lessor for damages proximately caused by the negligence or wrongful conduct of Lessee and Lessee's employees, agents, invitees, or contractors.

Lessor shall indemnify Lessee for damages proximately caused by the negligence or wrongful conduct of Lessor and Lessor's employees, agents, invitees, or contractors.

The indemnity obligations found in this section shall survive the expiration or earlier termination of this Agreement.

**SECTION 17. NOTICES:**

All notices shall be in writing and shall be sent by United States certified mail, return receipt requested, to the following addresses:

If to the Lessor: East Side Improvement Association, Inc.  
Post Office Box 423  
Asheboro, North Carolina 27204  
Attn: ESIA President

If to the Lessee: City of Asheboro  
Post Office Box 1106  
Asheboro, North Carolina 27204  
Attn: City Manager

All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

**SECTION 18. GENERAL TERMS:**

- (A) "Lessor" as used in this Agreement shall include the undersigned and its heirs, representatives, assigns, and successors in title to the Premises. "Lessee" as used in this Agreement shall include the undersigned and its heirs, representatives, assigns, and successors, and if this Agreement shall be validly assigned or sublet, shall also include Lessee's assignees or sublessees as to the Premises covered by such assignment or sublease. "Lessor" and "Lessee" include male and female, singular and plural, corporation

of any kind, limited liability company, partnership, or individual as may fit the particular parties.

- (B) All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative and not restrictive of those given by law.
- (C) **Time is of the essence in this Agreement.**
- (D) This Agreement constitutes the sole and entire agreement among the parties hereto, and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.
- (E) Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.
- (F) Upon request by either the Lessor or the Lessee, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this lease agreement to be duly executed.

**[The remainder of this page was intentionally left blank.  
The signature pages are located on the next two (2) pages of this instrument.]**

**LESSOR:**

**EAST SIDE IMPROVEMENT  
ASSOCIATION, INC.**

By: \_\_\_\_\_  
Willard D. McNair, Jr., President

**STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH**

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

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed or Typed Name of Notary Public)

My commission expires:

\_\_\_\_\_

**LESSEE:**

**CITY OF ASHEBORO**

By: \_\_\_\_\_  
John N. Ogburn, III, City Manager

**STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH**

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

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed or Typed Name of Notary Public)

My commission expires:

\_\_\_\_\_

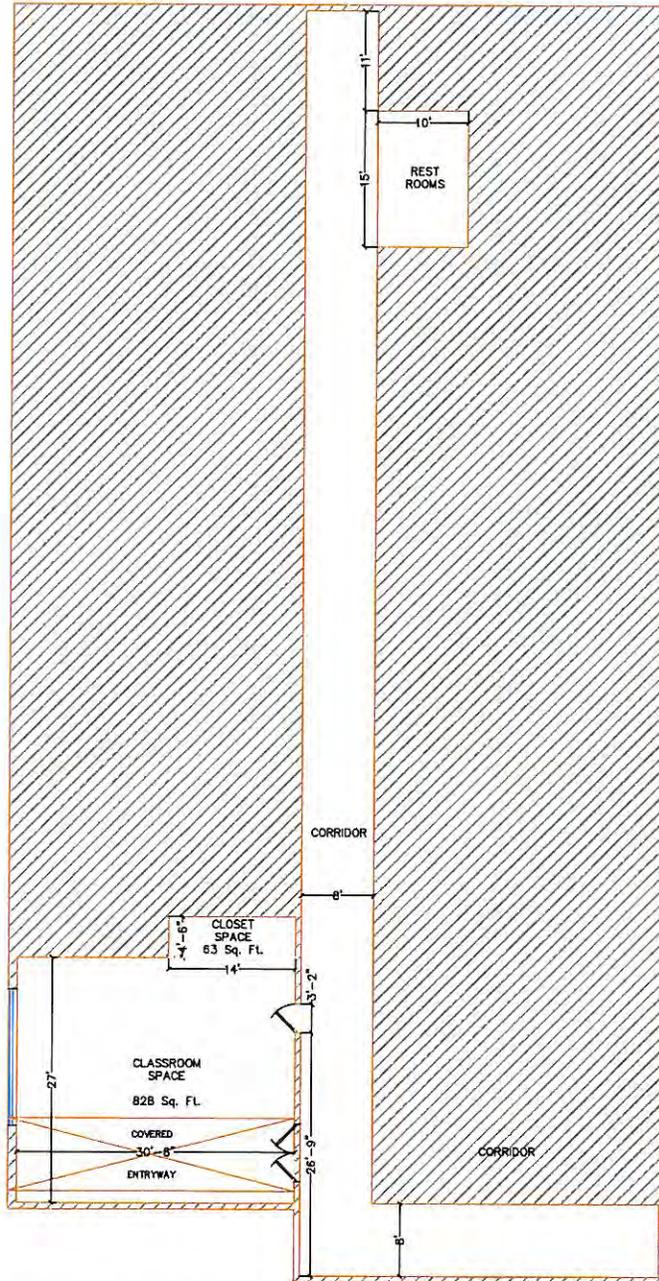
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

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

# EXHIBIT 1



DISTANCE TO CENTERLINE  
OF BREWER STREET = ±105'



LEASED SPACE BUILDING LAYOUT  
624 BREWER STREET

APPROXIMATE SCALE 1/16' = 1'

ORDINANCE TO AMEND  
THE GENERAL FUND  
FY 2014-2015

Item 5 (g)(i)

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

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

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

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

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

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

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

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

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

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

Adopted this 9<sup>th</sup> day of April, 2015

\_\_\_\_\_  
David H. Smith, Mayor

ATTEST:

\_\_\_\_\_  
Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND  
THE GENERAL FUND  
FY 2014-2015

Item 5 (g)(ii)

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

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

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

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

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

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

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

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

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

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

Adopted this 9<sup>th</sup> day of April, 2015

\_\_\_\_\_  
David H. Smith, Mayor

ATTEST:

\_\_\_\_\_  
Holly H. Doerr, CMC, NCCMC, City Clerk

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

Item 5 (g)(iii)

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

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

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

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

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

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

Section 1: That the following revenue line items are increased:

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

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

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

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

Adopted this the 9th day of April 2014.

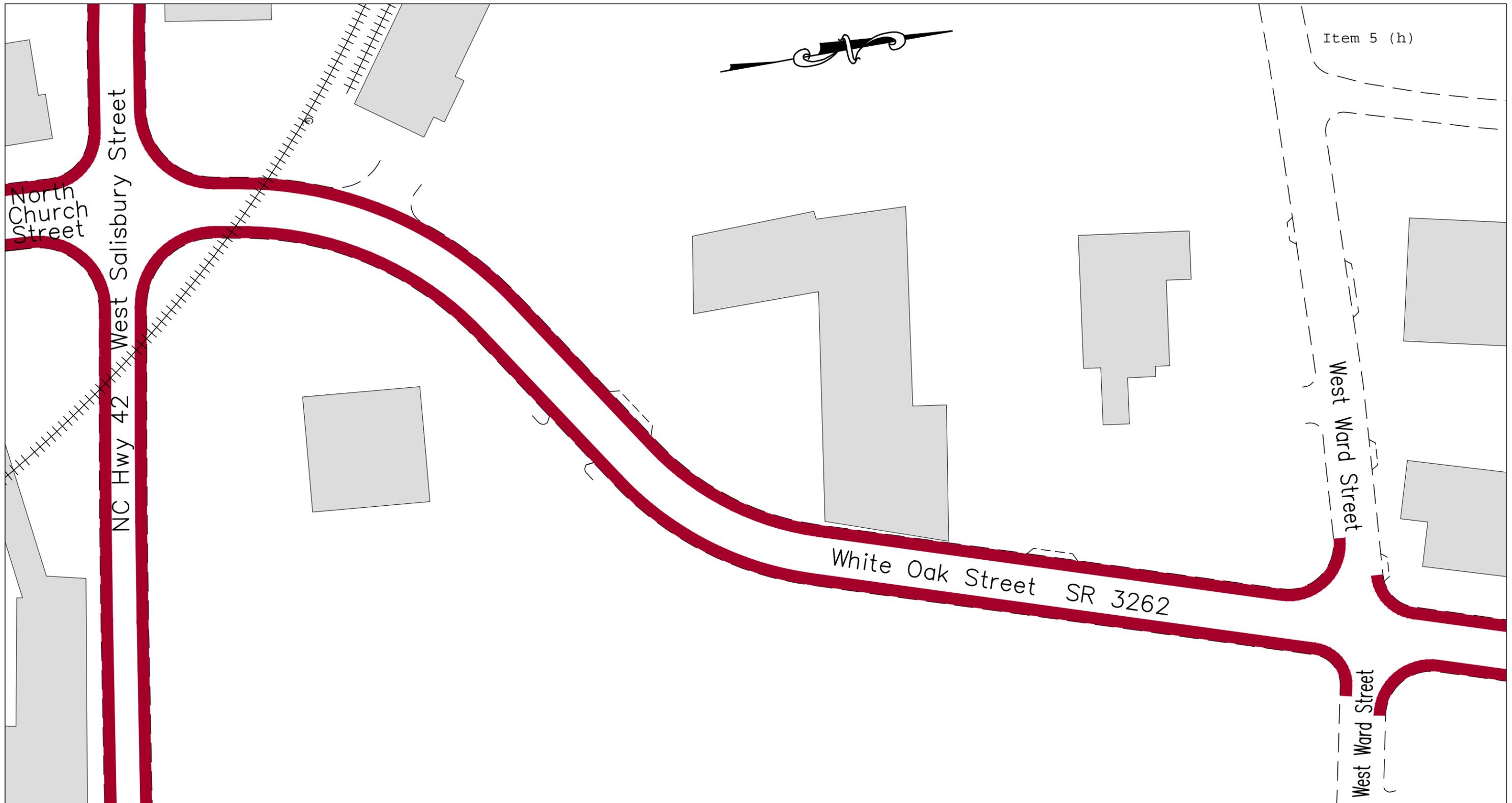
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David H. Smith, Mayor

ATTEST:

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Holly H. Doerr, CMC, City Clerk

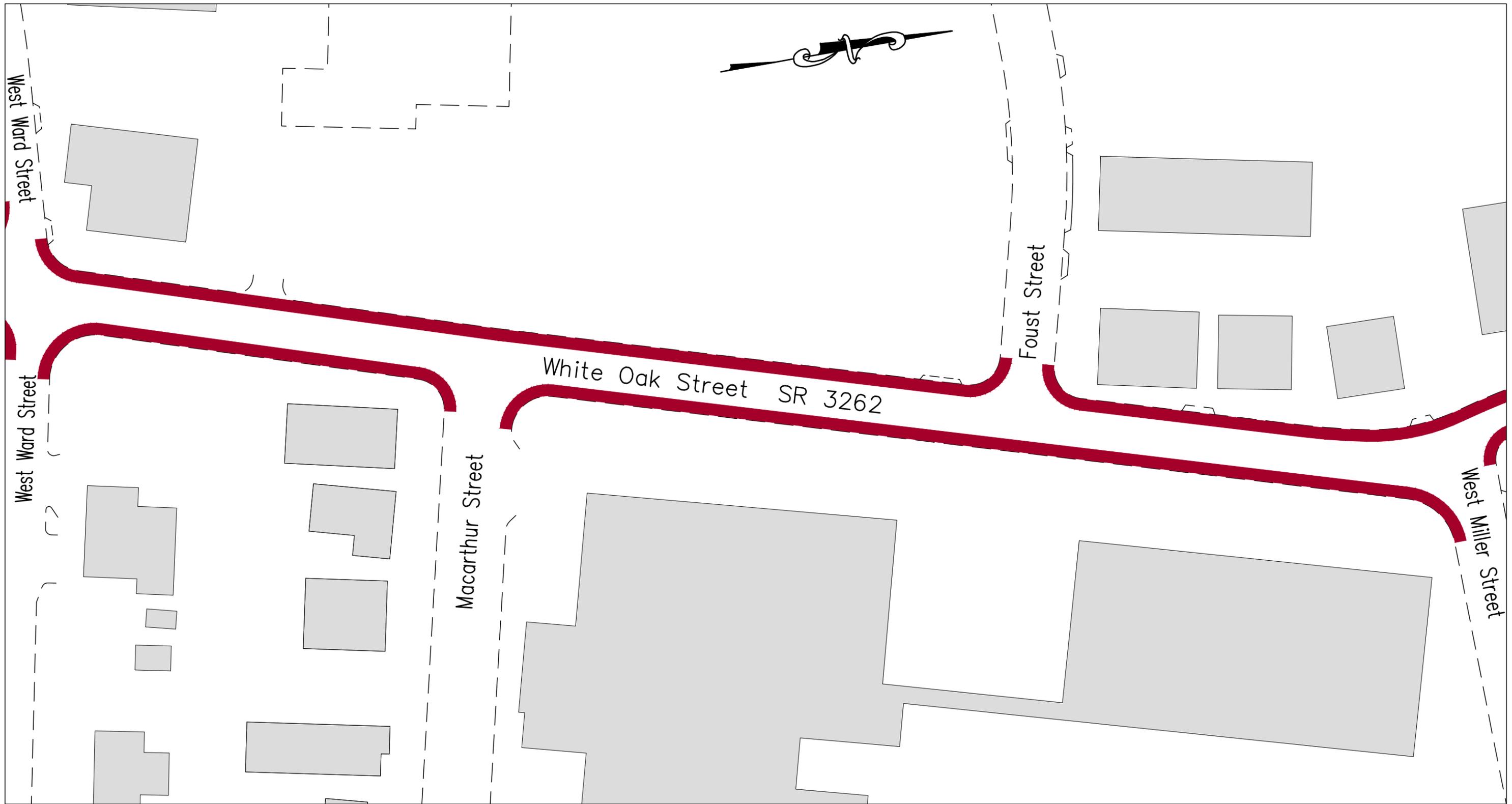


 No Parking

# Parking Plan For White Oak Street (Salisbury Street To West Ward Street)

City of Asheboro, North Carolina  
April, 2015      Scale 1" = 60'

EXHIBIT 1 – Ordinance No. \_\_\_\_\_  
Adopted April 9, 2015  
Sheet 1 of 2



 No Parking

# Parking Plan For White Oak Street (West Ward Street To West Miller Street)

City of Asheboro, North Carolina  
April, 2015      Scale 1" = 60'

EXHIBIT 1 – Ordinance No. \_\_\_\_\_  
Adopted April 9, 2015  
Sheet 2 of 2



**RZ-15-03 Rezone from CU-I2 (Conditional Use General Industrial) to B2  
(General Commercial)**

(Schwarz-RJR, LLC: 309 Washington Avenue)

**Planning Board Recommendation and Staff Report**

## Planning Board Recommendation & Comments to City Council

NOTE: Have applicant Certify to Council mailings to all adjoining property owners.

Case # **RZ-15**  
**-03**

Date **3-5-2015 PB**

Applicant Schwarz-RJR, LLC

### Legal Description

The property of Schwarz-RJR LLC, located at 309 Washington Avenue, totaling approximately 0.32 acres (+/-) and more specifically identified by Randolph County Parcel Identification Number 7750865352.

**Requested Action** Rezone from CU-I2 (Conditional Use General Industrial) to B2  
(General Commercial)

**Existing Zone** CUI2

**Land Development Plan** See rezoning staff report

### Planning Board Recommendation

Approve

### Reason for Recommendation

The Planning Board concurred with staff reasoning.

### Planning Board Comments

# Rezoning Staff Report

RZ Case # **RZ-15-03**

Date 3/2/2015 PB

4/9/2015 CC

## General Information

**Applicant** Schwarz-RJR LLC

**Address** 1947 N. Fayetteville Street

**City** Asheboro NC 27203

**Phone** 336-625-6076

**Location** 309 Washington Avenue

**Requested Action** Rezone from CUI2 (Conditional Use General Industrial) to B2 (General Commercial)

**Existing Zone** CUI2

**Existing Land Use** Commercial/Industrial structure (vacant)

**Size** 0.32 acres +/-

**Pin #** 7750865352

## Applicant's Reasons as stated on application

Dixie Dr. (Hwy. 64) is the largest commercial thoroughfare in the City of Asheboro and should not be restricted, as it is in its current state. By amending to B-2 zoning classification, it will allow more commerce into Asheboro.

No change to public health, safety, or general welfare. There is no reason that B-2 zoning should not be allowed on Hwy. 64. This was clearly an oversight and needs to be amended.

## Surrounding Land Use

**North** Commercial/Industrial

**East** Industrial

**South** Residential (non conforming)/Commercial

**West** Residential (non conforming)/Commercial

**Zoning History** RZ/CUP-03-27 (April, 2003): The property was rezoned from B2 to CUI2 and a Conditional Use Permit for an Industrial Development with Multiple Uses and/or Structures was issued.

## Legal Description

The property of Schwarz-RJR LLC, located at 309 Washington Avenue, totaling approximately 0.32 acres (+/-) and more specifically identified by Randolph County Parcel Identification Number 7750865352.

## Analysis

1. The property has frontage on East Dixie Drive (a state-maintained major thoroughfare) and Third Street (a city-maintained street). Washington Avenue was formerly a city-maintained street but was closed in 1999. It is now a privately maintained street.
2. The property is inside the city limits. All city services are available.
3. In 2003, the subject property, and property to the east, was rezoned from B2 (General Commercial) to CUI2 (Conditional Use General Industrial). A conditional use permit (CUP) was issued for an industrial development with multiple uses. The CUP excluded certain uses that are permitted in the general I2 district.
4. The parcels on the east side of Third Street that were included in the CUI2 district and Conditional Use Permit are not part of this request.
5. The area includes a mix of commercial, industrial, and single-family residential uses.
6. The Asheboro Zoning Ordinance specifies that the B2 General Commercial District *is intended to serve the convenience goods, shoppers goods retail and service needs of the motoring public, both local and transient. This district should always be located with access directly to major or minor thoroughfares, never local streets.*

# Rezoning Staff Report

RZ Case # RZ-15-03

Page 2

## Consistency with the 2020 LDP Growth Strategy designations

*In reviewing this request, careful consideration is given to each Goal and Policy as outlined in the Land Development Plan. Some Goals and Policies will either support or will not support the request, while others will be neutral or will not apply. Only those Goals and Policies that support or do not support the request will be shown.*

**Proposed Land Use Map Designation** Commercial  
**Small Area Plan** Central  
**Growth Strategy Map Designation** Primary Growth

## LDP Goals/Policies Which Support Request

**Checklist Item 1:** Rezoning is compliant with the Proposed Land Use Map.

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

**Checklist Item 4:** The proposed rezoning is compatible with surrounding land uses.

**Checklist Item 5:** The proposed rezoning is compliant with the objectives of the Growth Strategy Map.

**Checklist Item 7:** The proposed rezoning is compatible with the applicable Small Area Plan.

**Checklist Items 12, 13, 14, and 15:** 12.) Property is located outside of watershed 13.) The property is located outside of Special Hazard Flood Area. 14.) Rezoning is not located on steep slopes of greater than 20%. 15.) Rezoning is not located on poor soils

# Rezoning Staff Report

RZ Case # RZ-15-03

Page 3

## LDP Goals/Policies Which Do Not Support Request

**Recommendation** Approve

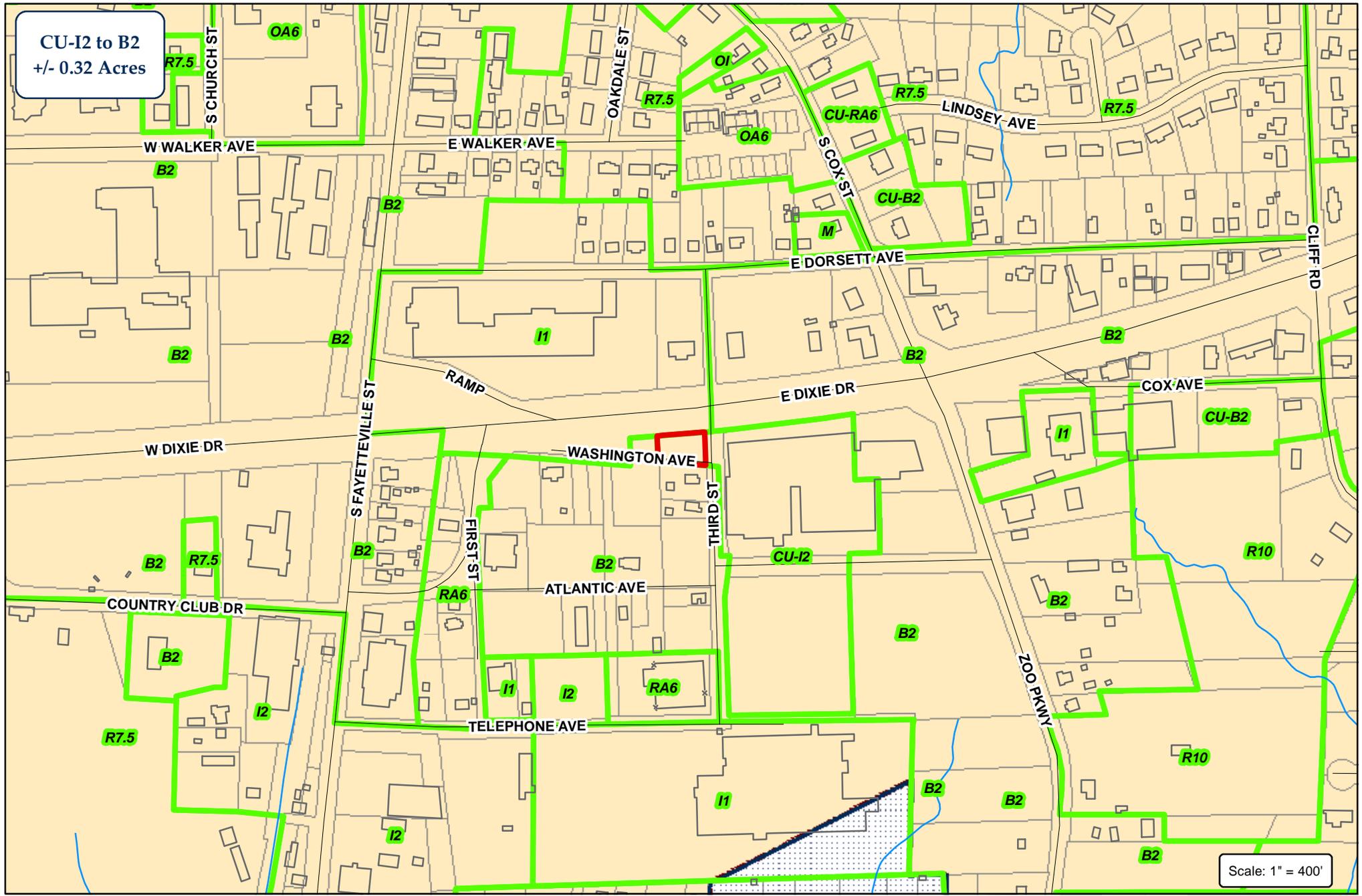
**Reason for Recommendation**

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

**Evaluation of Consistency with Adopted Comprehensive Plans/Reasonableness and Public Interest**

Considering the above factors, staff believes the B2 designation is in the public interest by allowing a reasonable use of the property and ensuring consistency with the Land Development Plan.

CU-I2 to B2  
+/- 0.32 Acres



Scale: 1" = 400'



City of Asheboro  
Planning & Zoning Department  
Rezoning Case: RZ-15-03  
Parcels: 7750865352

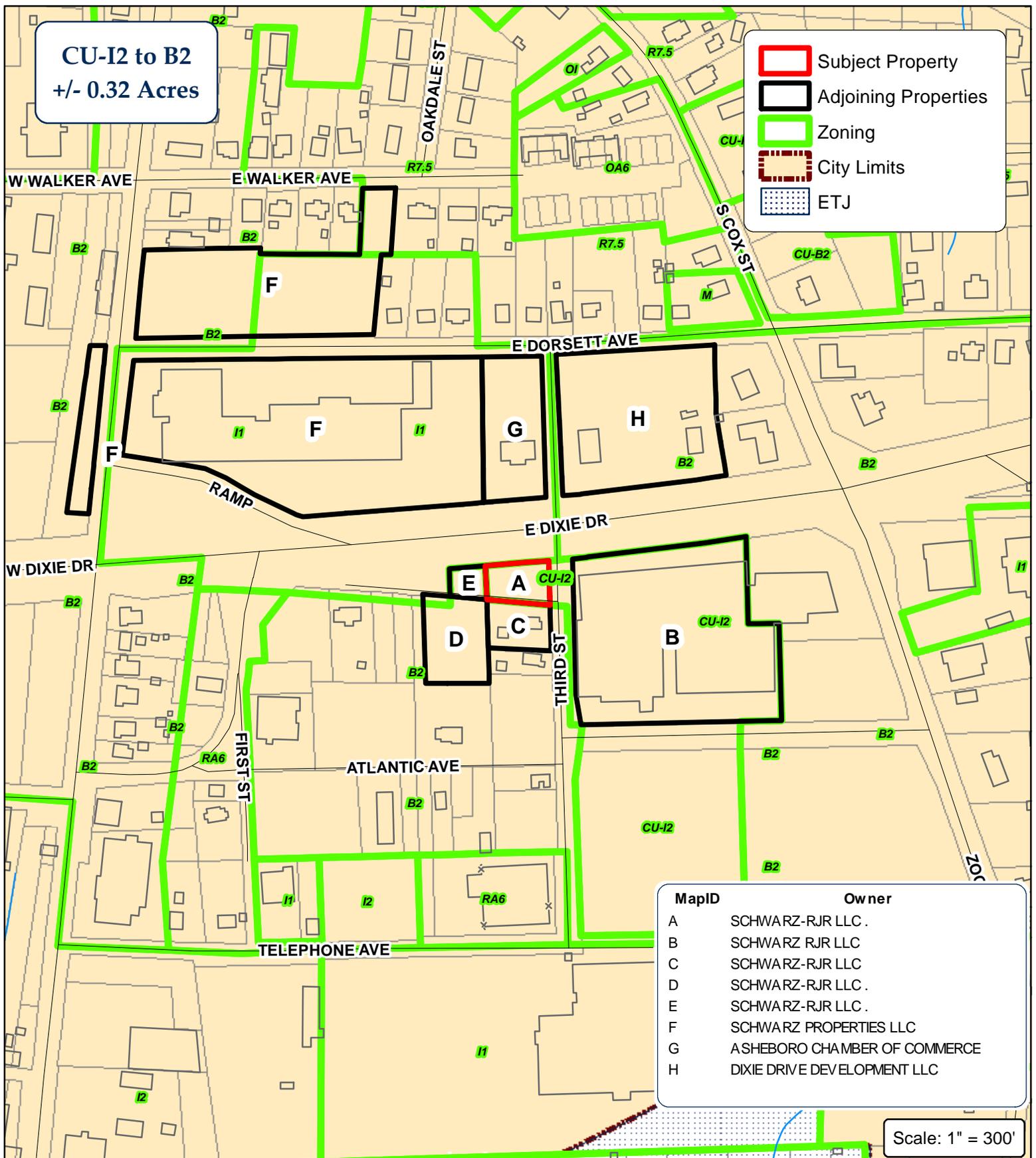
- Subject Property
- Zoning
- City Limits
- ETJ



CU-I2 to B2  
 +/- 0.32 Acres

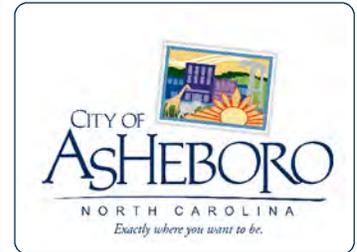
**Legend**

-  Subject Property
-  Adjoining Properties
-  Zoning
-  City Limits
-  ETJ



MapID	Owner
A	SCHWARZ-RJR LLC .
B	SCHWARZ RJR LLC
C	SCHWARZ-RJR LLC
D	SCHWARZ-RJR LLC .
E	SCHWARZ-RJR LLC .
F	SCHWARZ PROPERTIES LLC
G	A SHEBORO CHAMBER OF COMMERCE
H	DIXIE DRIVE DEVELOPMENT LLC

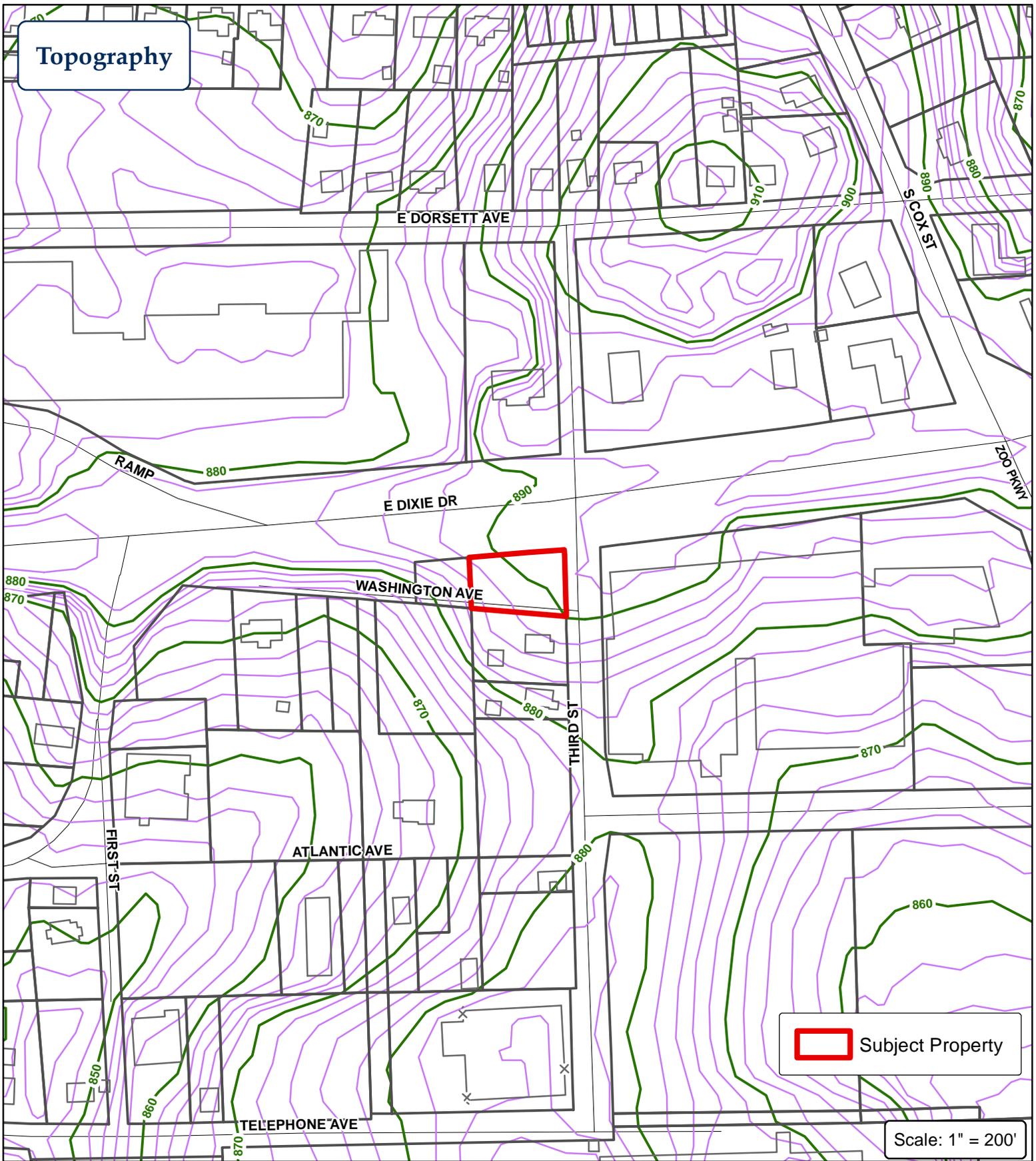
Scale: 1" = 300'



**City of Asheboro**  
**Planning & Zoning Department**  
**Rezoning Case: RZ-15-03**  
 Parcels: 7750865352



**Topography**



**City of Asheboro**

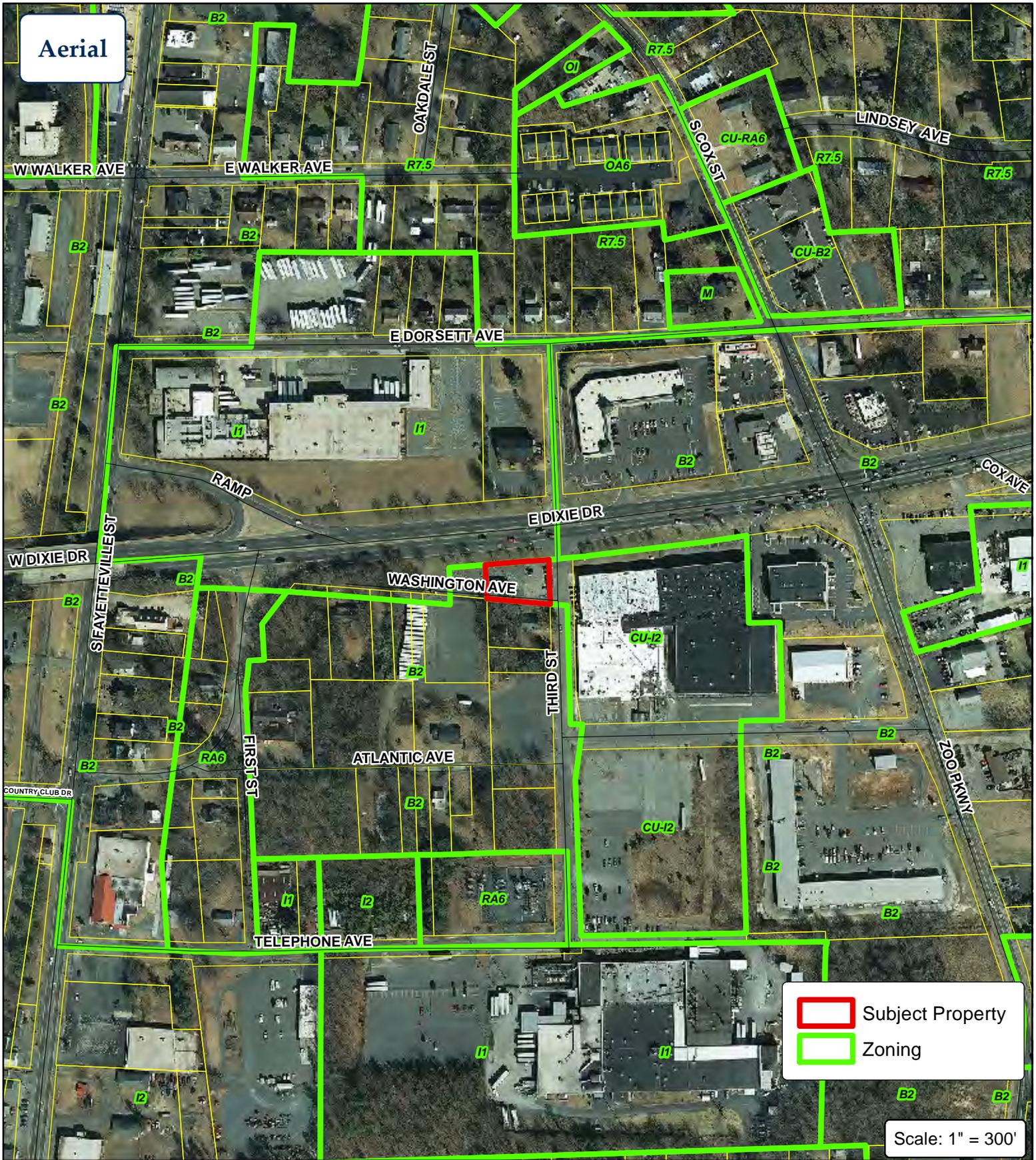
**Planning & Zoning Department**

**Rezoning Case: RZ-15-03**

**Parcels: 7750865352**

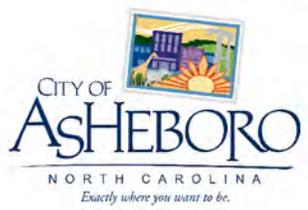


Aerial



Subject Property  
Zoning

Scale: 1" = 300'



City of Asheboro  
Planning & Zoning Department  
Rezoning Case: RZ-15-03

Parcels: 7750865352





**RZ-15-04 Rezone from R7.5 (Medium-Density Residential) to OA6 (Office-Apartment)**

(Mc Mc Properties, LLC: 1129 South Cox Street)

**Planning Board Recommendation and Staff Report**

## Planning Board Recommendation & Comments to City Council

NOTE: Have applicant Certify to Council mailings to all adjoining property owners.

Case # **RZ-15**  
**-04**

Date 3-5-15 PB

Applicant Mc Mc Properties LLC

### Legal Description

The property of Mc Mc Properties, LLC, totaling approximately 0.462 acres (+/-), located at 1129 South Cox Street, and more specifically identified by Randolph County Parcel Identification Number 7750970562.

**Requested Action** Rezone from R7.5 (Medium-Density Residential) to OA6 (Office-Apartment)

**Existing Zone** R7.5

**Land Development Plan** See rezoning staff report.

### Planning Board Recommendation

Approve

### Reason for Recommendation

The Planning Board concurred with staff reasoning.

### Planning Board Comments

# Rezoning Staff Report

**RZ Case #** RZ-15-04

**Date** 3/2/2015 PB

4/9/2015 CC

## General Information

**Applicant** Larry McKenzie (Mc Mc Properties, LLC)

**Address** 126 Lanier Avenue

**City** Asheboro NC 27203

**Phone** 336-953-2913

**Location** 1129 South Cox Street

**Requested Action** Rezone from R7.5 (Medium-Density Residential) to OA6 (Office-Apartment)

**Existing Zone** R7.5

**Existing Land Use** Undeveloped (formerly multi-family dwelling)

**Size** 0.462 acres (+/-)

**Pin #** 7750970562

## Applicant's Reasons as stated on application

The area on Cox Street has been transitioning to more office activity. The property is within the city activity center. It could revitalize the property.

## **Surrounding Land Use**

**North** Single-family

**East** Single-family

**South** Office-residential

**West** Single-family/Office/Residential PUD

**Zoning History** N/A

## **Legal Description**

The property of Mc Mc Properties, LLC, totaling approximately 0.462 acres (+/-), located at 1129 South Cox Street, and more specifically identified by Randolph County Parcel Identification Number 7750970562.

## **Analysis**

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

# Rezoning Staff Report

RZ Case # RZ-15-04

Page 2

## Consistency with the 2020 LDP Growth Strategy designations

*In reviewing this request, careful consideration is given to each Goal and Policy as outlined in the Land Development Plan. Some Goals and Policies will either support or will not support the request, while others will be neutral or will not apply. Only those Goals and Policies that support or do not support the request will be shown.*

**Proposed Land Use Map Designation** City Activity Center

**Small Area Plan** Central

**Growth Strategy Map Designation** Primary Growth

## LDP Goals/Policies Which Support Request

**Checklist Item 1:** Rezoning is compliant with the Proposed Land Use Map.

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

**Checklist Item 4:** The proposed rezoning is compatible with surrounding land uses.

**Checklist Item 5:** The proposed rezoning is compliant with the objectives of the Growth Strategy Map.

**Checklist Item 8:** The request is an adaptive reuse of a vacant or unused lot, or is an infill lot

**Checklist Items 12, 13, and 15:** 12.) Property is located outside of watershed 13.) The property is located outside of Special Hazard Flood Area. 15.) Rezoning is not located on poor soils

# Rezoning Staff Report

RZ Case # RZ-15-04

Page 3

## LDP Goals/Policies Which Do Not Support Request

**Checklist Item 14:** Rezoning is located on steep slopes of greater than 20%. (eastern, rear portion of property)

**Recommendation** Approve

### Reason for Recommendation

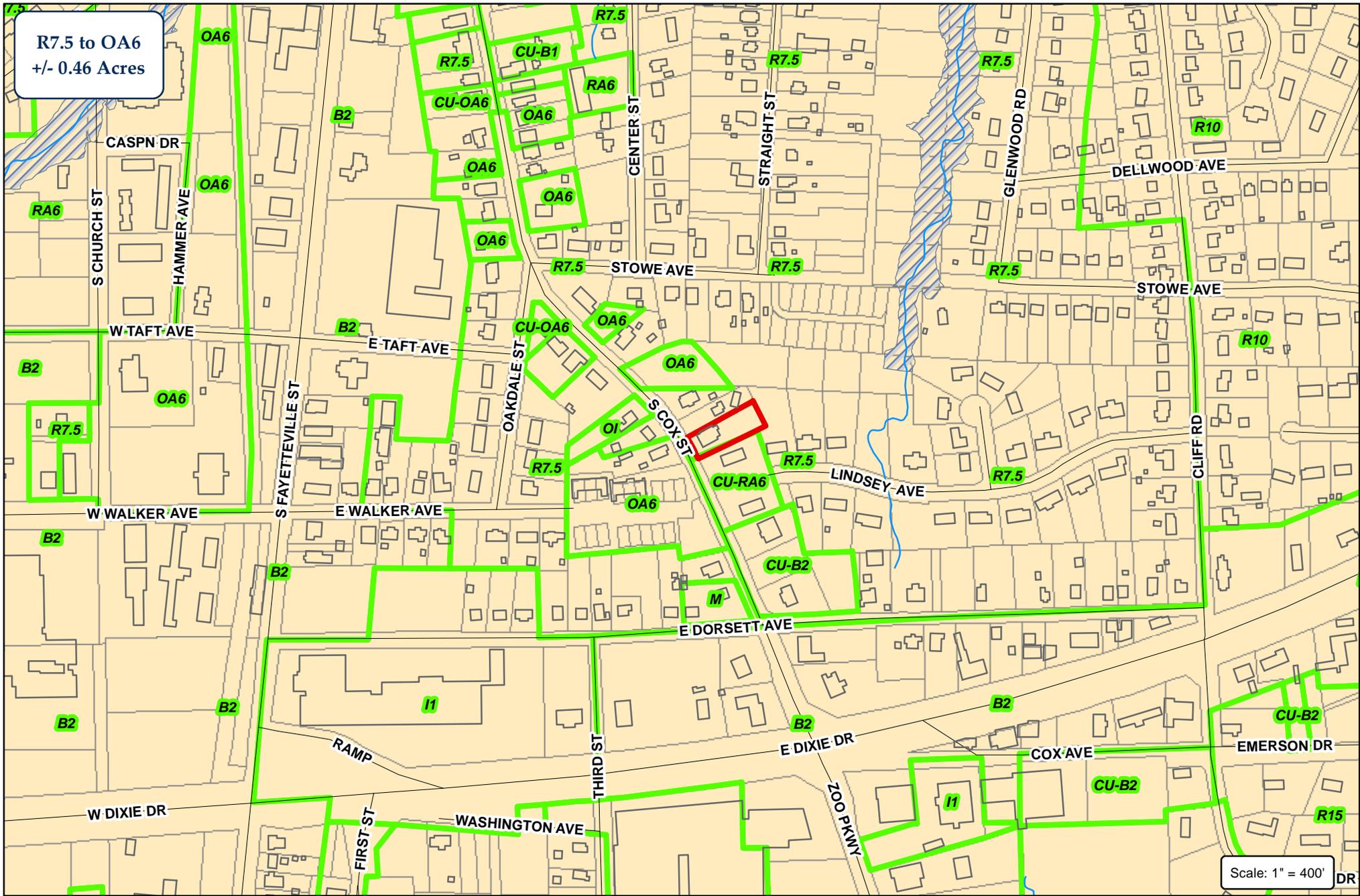
The Land Development Plan Proposed Land Use Map designates this property as part of the City Activity Center, which is considered the historic core of Asheboro. The City Activity Center envisions a mix of commercial, office, institutional and residential uses, with the context of the neighborhood in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

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

### Evaluation of Consistency with Adopted Comprehensive Plans/Reasonableness and Public Interest

Considering the above factors, staff believes the OA6 designation is in the public interest by allowing a reasonable use of the property and ensuring consistency with the Land Development Plan.

R7.5 to OA6  
+/- 0.46 Acres



City of Asheboro  
Planning & Zoning Department  
Rezoning Case: RZ-15-04

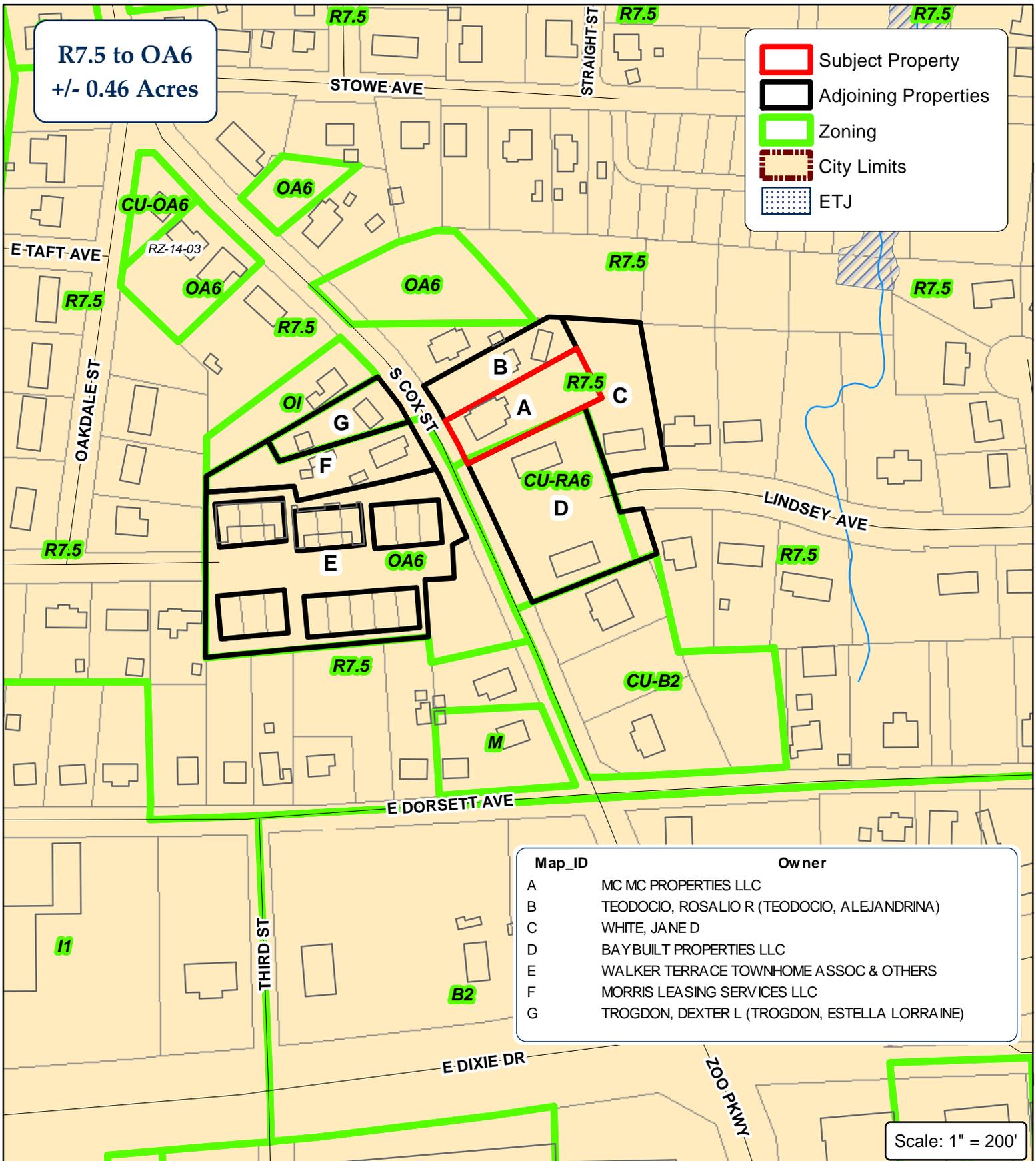
Parcels: 7750970562

- Subject Property
- Zoning
- City Limits
- ETJ



R7.5 to OA6  
+/- 0.46 Acres

-  Subject Property
-  Adjoining Properties
-  Zoning
-  City Limits
-  ETJ



Map_ID	Owner
A	MC MC PROPERTIES LLC
B	TEODOCIO, ROSALIO R (TEODOCIO, ALEJANDRINA)
C	WHITE, JANE D
D	BA YBUILT PROPERTIES LLC
E	WALKER TERRACE TOWNHOME A SSOC & OTHERS
F	MORRIS LEASING SERVICES LLC
G	TROGDON, DEXTER L (TROGDON, ESTELLA LORRAINE)

Scale: 1" = 200'



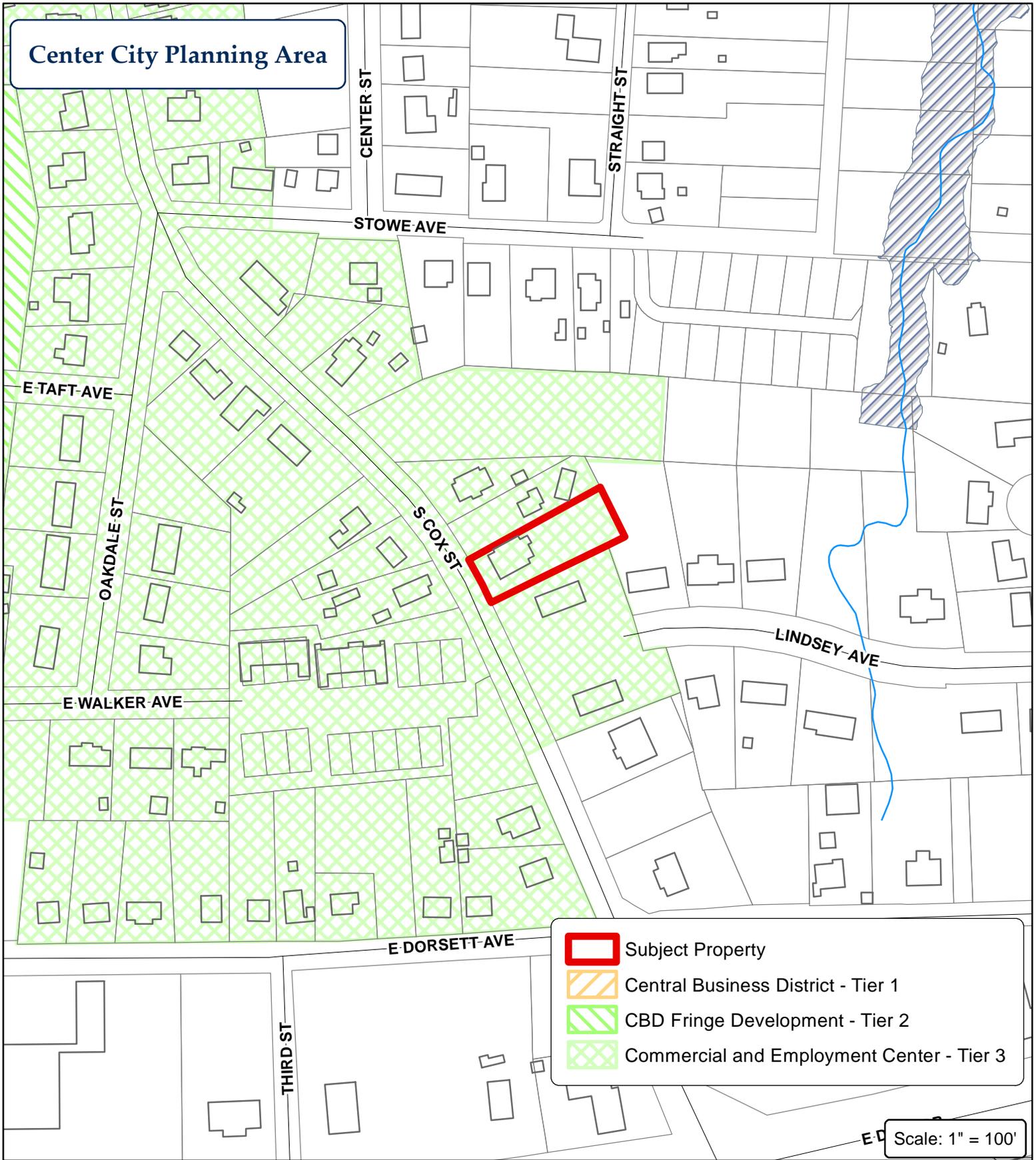
City of Asheboro  
Planning & Zoning Department

Rezoning Case: RZ-15-04

Parcels: 7750970562



# Center City Planning Area



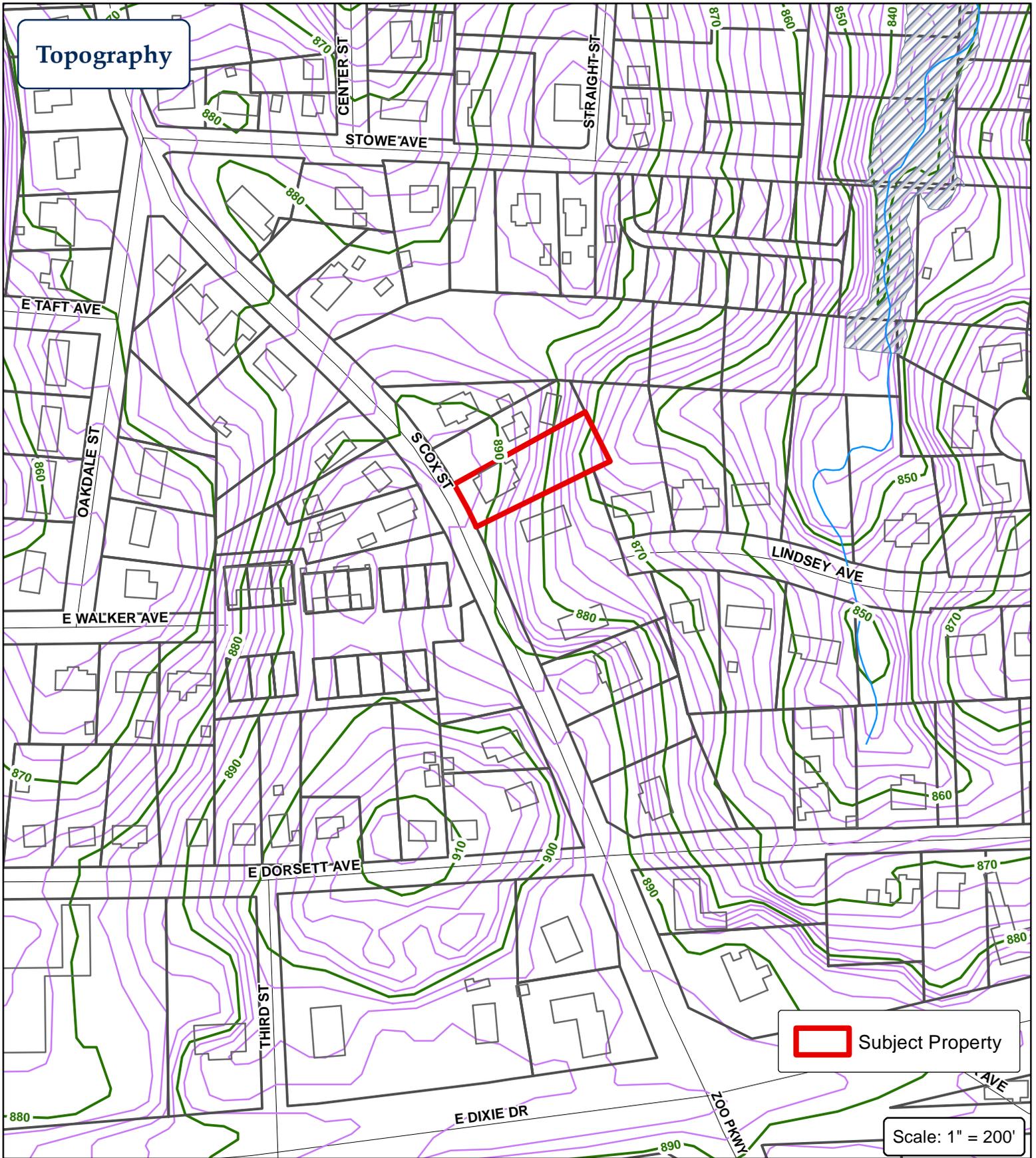
## City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-15-04

Parcel: 7750970562



**Topography**



 Subject Property

Scale: 1" = 200'

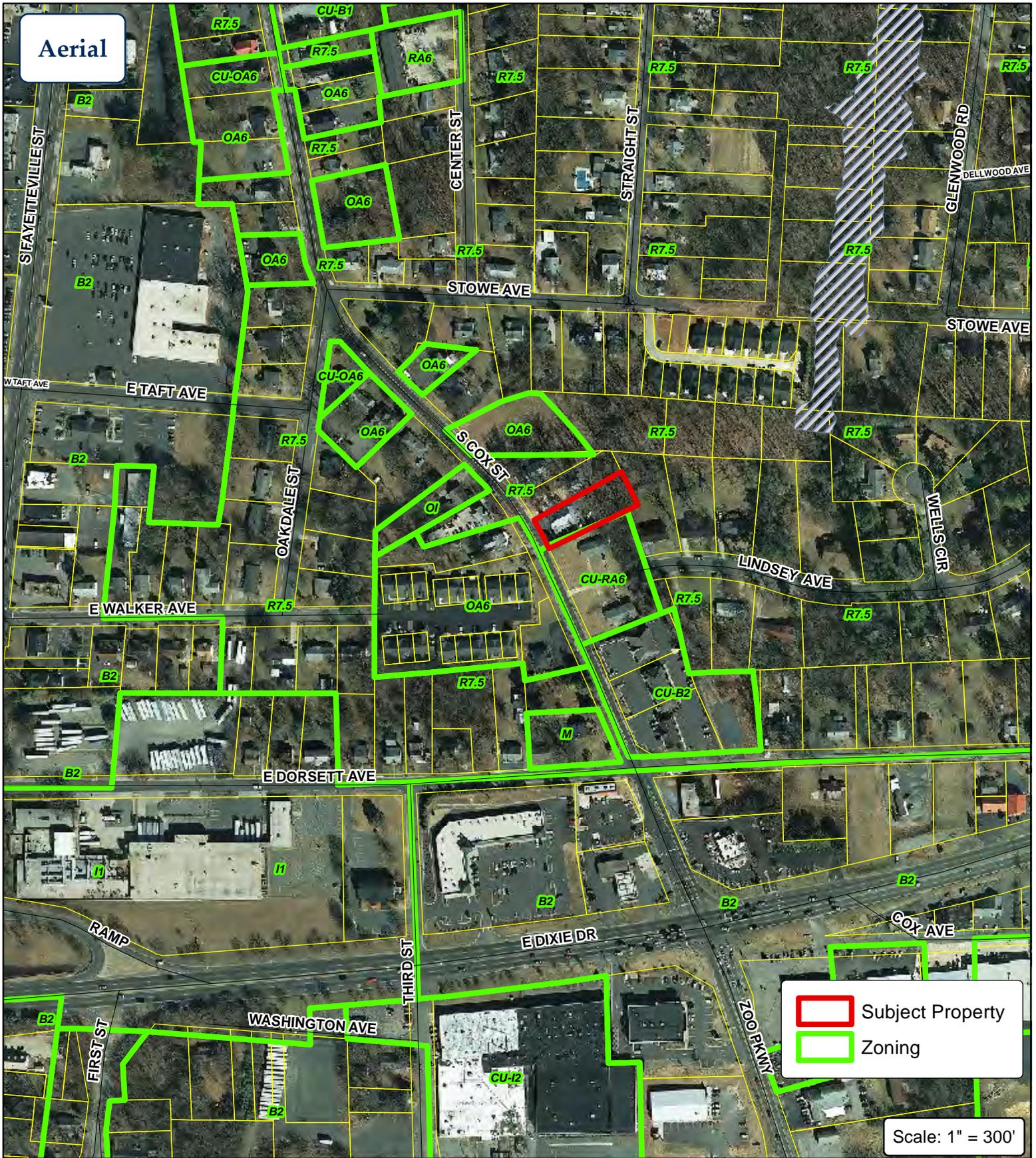


**City of Asheboro  
Planning & Zoning Department  
Rezoning Case: RZ-15-03**

Parcels: 7750970562



Aerial



City of Asheboro  
Planning & Zoning Department  
Rezoning Case: RZ-15-04

Parcels: 7750970562



LOCAL GOVERNMENT GRANT AGREEMENT  
**THE ONE NORTH CAROLINA FUND**

Local Government Name: **City of Asheboro** Grant No. **2014-11833**

Project Name: **Technimark LLC (with TMark Holdings LLC as Guarantor, and Wellmark LLC and Green Light Holdings LLC as Related Member Parties)**

STATE OF NORTH CAROLINA

GRANT AGREEMENT

COUNTY OF WAKE

This Local Government Grant Agreement (the “**LGGA**”) is effective the 6<sup>th</sup> day of November, 2014 (the “**Effective Date**”) by and between the **City of Asheboro, North Carolina** (hereinafter referred to as the “**Local Government**”), and the **North Carolina Department of Commerce** (hereinafter referred to as “**DOC**”);

**WITNESSETH:**

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

**WHEREAS;** the General Assembly has created the One North Carolina Fund (the “**Program**”) to make funding available within North Carolina “to secure commitments for the recruitment, expansion or retention of new or existing businesses”; and

**WHEREAS;** the General Assembly has authorized Program funds to be used for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; and construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for new or proposed buildings to be used for manufacturing and industrial operations; and

**WHEREAS;** the Local Government has applied for funds in connection with activity to be undertaken by Technimark LLC (the “**Company**”), a business that has competitively chosen to locate or expand operations for the following project (the “**Project**”) in North Carolina:

A location of a manufacturing plant (the “**Facility**”) at which the company will be a manufacturer of plastic injection molding and assembly services for consumer packaging, cosmetics and medical devices, located in or around Central Avenue, City of Asheboro, Randolph County, North Carolina.

**WHEREAS;** the Local Government has committed to provide matching funds and resources for the Project equal to at least the amount of any funds awarded from the Program (the **"Match"**); and

**WHEREAS;** the Local Government's application (the **"Local Government Application"**) has been approved by DOC for funding, based on the Local Government's commitments, and the commitments made by the Company in its Program application (the **"Company Application"**);

**WHEREAS,** the Company has executed an agreement (the **"Company Performance Agreement"** or **"CPA"**) with the Local Government reflecting the Company's commitments to expand, create and/or retain jobs and to take other actions that will support North Carolina's economic development, and the terms on which funds will be made available for such activity from the Program;

**NOW THEREFORE,** in consideration of the mutual covenants and promises set forth below, the Local Government and DOC hereby agree as follows:

## **I. DOC COMMITMENTS AND GRANT CONDITIONS**

(a) DOC agrees to provide Program fund in the maximum amount of Four Hundred Fifty Thousand Dollars (\$450,000) for the Project (the **"Grant"**), in accordance with the terms of this LGGA and the CPA.

(b) Grant payments disbursed under this LGGA will be disbursed to the Local Government pursuant to N.C. Gen. Stat. § 143B-437.70 *et seq.*, the terms of the Program Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund, established pursuant to N.C. Gen. Stat. § 143B-437.73 and in effect as of the effective date of this LGGA (the **"Program Guidelines"**), consistent with the terms and schedule established in the CPA.

(c) Grant disbursements are conditioned upon the execution of the CPA between the Local Government and the Company, and any other required parties thereto, in a form acceptable to DOC. In addition to the Company and the Local Government, the following are required parties to the CPA: TMark Holdings LLC (the **"Guarantor"**) and Wellmark LLC and Green Light Holdings LLC (**"Related Member Parties"**).

(d) To receive a Grant disbursement, the Local Government must provide or cause to be provided to DOC a properly executed CPA, proof that the Company has performed its obligations under the CPA, proof that the Local Government has met its obligation to provide the Match, a duly executed completed disbursement request and certification in the form of Exhibit A hereof (the **"Local Government Disbursement Request"**), and a duly executed completed Company's disbursement request and certification in the form of Exhibit A to the CPA (the **"Company Disbursement Request"**).

## **II. LOCAL GOVERNMENT'S COMMITMENTS**

(a) The Local Government agrees to perform the Program and to abide by all commitments, terms and representations in the Local Government Application.

(b) The Local Government agrees to provide the Match in a manner consistent with N.C. Gen. Stat. § 143B-437.72(c)(1), the Program Guidelines and Procedures, and the Local Government Application. The Local Government will provide to the DOC a copy of the duly executed agreement between the Local Government (or other local entity) and the Company governing the local incentives that will be provided to the Company for the Project (the **"Local Incentive Agreement"**), at the time the Local Government returns the executed LGGA. The Company will be ineligible for a Grant disbursement until the Local Incentive Agreement is provided to the DOC. The Local Government will report to the DOC the amount of each incentive payment that is provided to the Company under the Local Incentive Agreement, within thirty (30) days of the date on which it is provided, whether or not the CPA remains in effect.

- (c) The Local Government agrees to take all steps reasonably necessary to ensure and to establish to DOC that the required levels of jobs are created and/or retained, the required salary levels are achieved, the required levels of investments are made, statutorily qualifying expenses are incurred, any required environmental permits are obtained, and any other required performance criteria are satisfied, and that no Grant funds are disbursed until the performance criteria in the CPA have been met.
- (d) The Local Government agrees to take whatever steps may be reasonably necessary to ensure and to establish to DOC that Grant funds disbursed by the Local Government are used only for purposes allowed under the statutory authority creating the Program.
- (e) The Local Government agrees to take whatever steps may reasonably be required, after consultation with the Secretary of DOC (the “**Secretary**”) and not inconsistent with the Secretary’s authority under the CPA, to recapture all disbursed funds for which the Local Government and DOC have a right to be reimbursed.
- (f) The Local Government acknowledges that DOC has a right to recapture funds under the CPA and that such right does not relieve the Local Government of its own responsibility to recapture funds.
- (g) The Local Government agrees to otherwise reimburse DOC for any funds improperly disbursed, provided, however, that Local Government is under no obligation to reimburse DOC for any improperly disbursed funds that were disbursed with DOC’s prior permission.
- (h) The Local Government agrees to keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and the fulfillment of this LGGA. The Local Government shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly. If the Local Government fails to keep and maintain books and records necessary for verifying fulfillment of this LGGA, the Secretary may in his discretion declare this LGGA to be in default, withhold payments for or under this LGGA, and/or require reimbursement of all or any portion of Grant funds previously paid. Prior to taking such action, the Secretary will endeavor to communicate with the Local Government and the Company to discuss the circumstances and the actions being contemplated.
- (i) The Local Government agrees to provide any duly authorized representative of DOC or the State of North Carolina at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the Grant for a period of three years following the last payment of Grant funds or for the inspection period specified in the CPA, whichever is longer. To the extent any information or documents gathered pursuant to this section would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (to include, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the “Public Records Act”), the Local Government shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by DOC and its authorized representatives. If the Local Government fails to provide such access and right of inspection, the Secretary may exercise discretion to declare this LGGA in default, to withhold payments under this LGGA and/or require reimbursement of all or any portion of the Grant paid.
- (j) The Local Government shall comply with all lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina, and any other applicable laws and/or Executive Orders currently or hereafter in force.
- (k) In the event that the Company, Related Member Parties, or Guarantor fail to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, the Local Government, after consultation with the Secretary and not inconsistent with the Secretary’s authority under the CPA, shall promptly exercise its rights and remedies to require repayment of funds, or to assess such other penalties as may be provided for in the CPA.

(l) In addition, in the event that the Company, Related Member Parties, or Guarantor fail to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, and the Local Government recaptures funds from the Company or Guarantor, the Local Government shall promptly pay to DOC the Grant amounts which it is able to collect.

(m) By not later than January 31 of each year following a calendar year until the full Match has been disbursed to the Company, the Local Government shall submit to the DOC a report detailing Match payments made during the calendar year just ended, together with a cumulative tally of all Match payments made through the end of that calendar year. In addition, the Local Government shall report all other Local Government financial contributions made for the Project. This is required in order to comply with N.C. Gen. Stat. §143B-437.07. Failure to timely file this report will result in ineligibility for Grant payments.

### III. GENERAL PROVISIONS

(a) The parties to this LGGA agree and understand that the payment of all sums specified in this LGGA is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds to DOC for this purpose.

(b) Failure of DOC at any time to require performance of any term or provision of this LGGA shall in no manner affect the rights of DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of DOC of any condition or the breach of any term, provision or representation contained in this LGGA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

(c) The recitals are an integral part of this LGGA.

(d) This LGGA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this LGGA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this LGGA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

**(e) This Grant award shall terminate and be null and void on May 31, 2015 if by that date the Local Government has not delivered back to the DOC, an original of this LGGA and of the CPA, duly executed by an authorized official of the Local Government, and attested in the manner provided below, together with a copy of the Local Incentive Agreement.**

Upon execution of this LGGA by DOC and the Local Government in the spaces below, the Local Government hereby accepts the Grant on the terms of this LGGA, effective on the date indicated above, and further certifies that the official signing below has been duly authorized by the Local Government's governing body to execute this LGGA.

**North Carolina Department of Commerce**

Date: \_\_\_\_\_

By: \_\_\_\_\_

John E. Skvarla III, Secretary  
North Carolina Department of Commerce

*Signature Page Follows*

**City of Asheboro  
(Local Government)**

Date: \_\_\_\_\_

(Official Seal)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Official

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_, Clerk

COMPANY PERFORMANCE AGREEMENT  
**THE ONE NORTH CAROLINA FUND**

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This Company Performance Agreement (the “CPA”) is effective the 6<sup>th</sup> day of November, 2014 (the “**Effective Date**”), by, between, and among Technimark LLC, a North Carolina limited liability company authorized to do business in North Carolina (the “**Company**”), Wellmark LLC, a North Carolina limited liability company authorized to do business in North Carolina, and Green Light Holdings LLC a North Carolina limited liability company authorized to do business in North Carolina (the “**Related Member Parties**”), TMark Holdings LLC, a Virginia limited liability company (the “**Guarantor**,”), who, together with the Company shall be jointly and severally liable for the obligations under this CPA, and the City of Asheboro, North Carolina (the “**Local Government**,” and together with the Company, the Related Member Parties, and the Guarantor, the “**Parties**”). The Company, the Related Member Parties, and the Guarantor are hereinafter collectively referred to as the “**Company Parties**,” and each a “**Company Party**”).

**WITNESSETH:**

**WHEREAS**, the Local Government has applied for a One North Carolina Fund grant from the North Carolina Department of Commerce (the “**DOC**”); and

**WHEREAS**, a One North Carolina Fund grant award in the amount of Four Hundred Fifty Thousand Dollars (\$450,000) (the “**Grant**”) has been negotiated and agreed to by DOC and the Parties; and

**WHEREAS**, the Grant has been approved by DOC for disbursement to the Local Government pursuant to the terms of the One North Carolina Fund Local Government Grant Agreement between the Local Government and the DOC (the “**LGGA**”); and

**WHEREAS**, the Grant is to be used by the Company toward the goal of creating one hundred sixty three (163) new jobs (the “**Target New Jobs**”) which shall be permanent full-time jobs (each, a “**New Job**”) and Twenty Five Million Nine Hundred Eighty Thousand Dollars (\$25,980,000) (the “**Target Investment**”) in new investment in the State of North Carolina; and

**WHEREAS**, the Related Member Parties will be responsible for some of the performance required by this CPA and the benefits thereof are defined solely between the Company and the Related Member Parties; and

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**WHEREAS**, the Company Parties have represented that the Grant is necessary to enable the investment and job creation by the Company and Related Member Parties to occur and go forward in North Carolina; and

**WHEREAS**, the Grant will enable retention of nine hundred eighty two (982) permanent full-time jobs (the “**Retained Jobs**”), which is the total number of positions the Company and Related Member Parties maintained in North Carolina prior to the Effective Date; and

**WHEREAS**, the Grant will stimulate economic activity and create new jobs for the citizens of North Carolina; and

**WHEREAS**, the Grant is issued pursuant to and subject to the terms of N.C. Gen. Stat. § 143B-437.70 *et seq.* and the Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund (the “**Program Guidelines**”); and

**WHEREAS**, the Guarantor has agreed to guarantee the performance and obligations of the Company and Related Member Parties hereunder, and its guaranty is made for the benefit of the DOC and the Local Government and to induce the DOC and the Local Government to enter into this CPA, in consideration of the benefits provided to the Company and to the Guarantor by virtue of its ownership interests;

**WHEREAS**, pursuant to, *inter alia*, N.C. Gen. Stat. § 143B-437.07 and G.S. 143B-437.72(b), as these statutes may be amended from time to time, the DOC is required to submit regular reports to the North Carolina General Assembly regarding operation of the One North Carolina Fund and the performance and funding requirements for each One North Carolina Fund grant awarded;

**NOW, THEREFORE**, in consideration of the representations set forth above and the mutual covenants and promises set forth below, the Company, the Related Member Parties, the Guarantor, and the Local Government hereby agree as follows:

**1.0 PERFORMANCE CRITERIA**

In order to be eligible for the full amount of the Grant, the Company must fulfill the following requirements:

- 1.1 The Company and the Related Member Parties shall undertake and operate in a timely manner the following project at the following location (the “**Project**”):
  - A location of a manufacturing plant (the “**Facility**”) at which the company will be a manufacturer of plastic injection molding and assembly services for consumer packaging, cosmetics and medical devices, located in or around Central Avenue, City of Asheboro, Randolph County, North Carolina.
- Required Performance Criteria such as job creation and investment may be performed by either or both of the Company and Related Member Parties, which both agree to be bound by the obligations set forth herein, in respect thereof, provided however, that all Grant payments shall be made to the Company only, as the sole entity eligible to receive Grant payments.
- 1.2 The Company and Related Member Parties shall maintain their current operations at their facilities in North Carolina and a base level of Retained Jobs in North Carolina, in addition to any New Jobs to be created as part of this CPA.

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- 1.3 The Company, together with the Related Member Parties, if applicable, shall make good faith efforts to create and maintain the Target New Jobs as part of the Project, as described in the Company's application to DOC (the "**Company Application**"). The New Jobs must be filled by employees hired for the Project on or after the Effective Date, who work for at least thirty-five (35) hours per week, and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statute. Independent contractors, consultants, seasonal and temporary employees are not to be included as New Jobs. In order to be eligible for the full amount of the Grant, the Company must create one hundred forty seven (147) New Jobs (the "**Required New Jobs**") (90% of the Target New Jobs) by November 6, 2018 (the "**Grant End Date**," which shall be four years from the date on which the Grant was formally awarded) (the period between November 6, 2014 and November 6, 2018, the "**Grant Period**").

The New Jobs will be new jobs and cannot be existing North Carolina positions or employees of any of the Company Parties or any of their related members or affiliates that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the Project, is counted towards performance under this CPA.

- 1.4 The average weekly wage of the group of all permanent full-time jobs at the Facility, including the New Jobs, will equal or exceed Five Hundred Seventy Seven Dollars (\$577.00) per week (the "**Wage Standard**").
- 1.5 The Company and Related Member Parties, as applicable, shall provide health insurance for all permanent full-time employees at the Facility, including the New Jobs, in at least the minimum amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d).
- 1.6 The Company, together with the Related Member Parties, if applicable, shall make good faith efforts to make the Target Investment in the form of privately funded investment in real property and/or machinery and equipment as part of the Project, and must invest at least Twenty Three Million Dollars (\$23,000,000) by the Grant End Date (the "**Required Investment**") (90% of the Target Investment).
- 1.7 The proceeds of the Grant may be used only to offset statutorily qualifying expenses as set out in N.C. Gen. Stat. § 143B-437.71(b) ("**Statutorily Qualifying Expenses**"). Those expenses are installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; or for new or proposed buildings to be used for manufacturing and industrial operations; or such other expenses as specifically provided for by an act of the General Assembly.
- 1.8 Release of any Grant funds under this CPA is contingent on the Company providing verification that the Project has received all of its required environmental permits.

## **2.0 DISBURSEMENT OF GRANT**

- 2.1 Proceeds of the Grant up to a total amount of Four Hundred Fifty Thousand Dollars (\$450,000) will be disbursed by DOC to the Local Government in four installments based on creation and maintenance of the New Jobs and satisfaction of other performance criteria set out in Section 1.0 above ("**Performance Criteria**"). The number of New Jobs to be counted shall be determined as provided in Paragraph 6.1 hereof. At the time of any requested disbursement, the Company and, as applicable, the Related Member Parties, must certify their performance by submitting a duly

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executed disbursement request and certification in the form of Exhibit A hereto (the “**Company Disbursement Request**”), and the Local Government must submit a duly executed disbursement request and certification in the form of Exhibit A to the LGGA (the “**Local Government Disbursement Request**”). Disbursement will occur on the following schedule and will be subject to any adjustments required by this CPA:

- a. The first twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company and Related Member Parties, if applicable, have together (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than twenty-five percent (25%) of the Target New Jobs (i.e., 41 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses, and (v) obtained all required environmental permits.
- b. The second twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company and Related Member Parties, if applicable, have together (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than fifty percent (50%) of the Target New Jobs (i.e., 82 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, and (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses.
- c. The third twenty-five percent (25%) of the funds will be disbursed to the Local Government upon proof that the Company and Related Member Parties, if applicable, have together (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than seventy-five percent (75%) of the Target New Jobs (i.e., 122 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, and (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses.
- d. The final twenty-five percent (25%) of the funds will be disbursed to the Local Government upon proof that the Company and Related Member Parties, if applicable, have together (i) maintained 100% of the Retained Jobs; (ii) created and retained the Required New Jobs, (iii) satisfied the Wage Standard and health insurance requirements, (iv) made the Required Investment; and (v) invested the amount to be disbursed in Statutorily Qualifying Expenses.

The Local Government will submit or cause to be submitted to DOC each Company Disbursement Request and Local Government Disbursement Request, upon proof of the creation of the required number of New Jobs and the satisfaction of all other Performance Criteria necessary for disbursement. Following receipt of Grant funds from DOC, the Local Government will disburse funds to the Company.

The Company may qualify for disbursement of multiple installments on a single date.

Should it become necessary for a job created after the Effective Date to be counted by the Company as a Retained Job for purposes of establishing the base level of jobs required to be maintained by this CPA, that job may not be double-counted as a New Job.

2.2. DOC will close out the Grant on the first to occur of

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- (i) The date as of which DOC shall have received and accepted proof reasonably satisfactory to it that the Project has been completed and the Performance Criteria satisfied.
  - (ii) The Grant End Date.
- ("Closeout").

Following Closeout, to the extent any Grant proceeds may be due and upon submission of a duly completed Company Disbursement Request and Local Government Disbursement Request, a final Grant payment will be disbursed. A request for final payment, if not made previously, must be made to DOC within thirty (30) days following the Grant End Date, provided, however, that if the Company has completed performance and become entitled to a final disbursement of funds under Paragraph 2.1d of this CPA, during any time earlier in the Grant Period, the Company must submit a completed Company Disbursement Request and Local Government Disbursement Request within one year from the date of completed performance (but in no event later than thirty (30) days following the Grant End Date) or forfeit the disbursement.

### 3.0 OBLIGATION TO REPAY GRANT

- 3.1 **Failure to Provide Health Insurance.** If, at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the Company or Related Member Parties fail to provide health insurance to all permanent full-time employees at the Facility in the amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d), the Company will be in default under this CPA and the Company and/or Guarantor will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.
- 3.2 **Ceasing Project Operations.** If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the Company and Related Member Parties substantially cease operations at the Facility, the Company and/or Guarantor shall immediately repay all Grant funds previously disbursed in accordance with this CPA.
- 3.3 **Failure to Achieve Wage Standard.** If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the average weekly wage of the group of all permanent full-time jobs at the Facility fails to equal or exceed the Wage Standard, the Company will be in default under this CPA, no further disbursement will be made, and the Company and/or Guarantor will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.
- 3.4 **Failure to Maintain Retained Jobs.** If during the Grant Performance Period, the Company and Related Member Parties have together failed to retain at least 100% of the Retained Jobs, the Company will be in default of this CPA and the Company and/or Guarantor will reimburse DOC the total amount of Grant funds previously disbursed.
- 3.5 **Other Failures to Comply.** The Company may be required to reimburse Grant funds previously disbursed for failure to comply with Paragraphs 6.4 and 6.16 hereof, or as provided in Paragraphs 4.1 and 5.3 hereof.
- 3.6 **Recovery of Costs.** If the Company and/or Guarantor fail to reimburse any amount payable hereunder, on demand, the Local Government and DOC may recover the costs of collection to obtain recovery, from the Company and/or Guarantor, including reasonable attorneys' fees.

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#### 4.0 ADJUSTMENTS TO GRANT AT CLOSEOUT

4.1 If Closeout occurs on the Grant End Date and the Company, together with the Related Member Parties, if applicable, has failed to create and retain the Required New Jobs, has failed to make the Required Investment, or has failed to invest an amount equal to 100% of the Grant in Statutorily Qualifying Expenses, the amount of the Grant shall be reduced to the smallest of the following amounts (the “Adjusted Grant”):

- a. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required New Jobs and the numerator of which is the number of New Jobs actually created and retained as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{New Jobs Actually Created and Retained}}{\text{Required New Jobs}}$$

- b. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required Investment and the numerator of which is the investment actually made as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{Investment Actually Made}}{\text{Required Investment}}$$

- c. The amount the Company has spent on Statutorily Qualifying Expenses

4.2 To the extent the amount of the Adjusted Grant is less than the amount that has been previously disbursed to the Company, the Company shall reimburse DOC for the difference between the Adjusted Grant and the amount previously disbursed.

#### 5.0 OBLIGATIONS BEYOND CLOSEOUT

5.1 If Closeout occurs on or before the date that is exactly one year prior to the Grant End Date, the Company and Related Member Parties will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for two (2) years after the date of Closeout.

5.2 If Closeout occurs after the date that is exactly one year prior to the Grant End Date, the Company and Related Member Parties will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout until the date that is the one year anniversary following the Grant End Date.

5.3 If the Company and Related Member Parties fail to maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for the required time period following Closeout, as specified in Paragraphs 5.1 and 5.2 hereof, the Company will be in default of this CPA and shall reimburse to DOC the total amount of the Grant funds previously disbursed in accordance with this CPA.

#### 6.0 ADDITIONAL PROVISIONS

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- 6.1 The Company Parties shall provide to DOC and the Local Government all documentation deemed necessary by DOC or the Local Government to verify Retained Jobs, and creation and retention of New Jobs, salary levels, health insurance, investments, Statutorily Qualifying Expenses, environmental permits and other Performance Criteria specified in this CPA, including copies of the N.C. Department of Commerce Division of Employment Security Employer's Quarterly Tax and Wage Report ("NCUI 101"), a list of all positions used in accounting for the Grant and the names of the individuals filling those positions. The threshold numbers of New Jobs created for the Company to be eligible for disbursements under Paragraph 2.1 hereof, shall be measured by adding the three figures that represent the average number of New Jobs (calculated after deducting the required number of Retained Jobs) that have been created during the Grant Period and have been retained during each of the three months of the quarter reported in the Company's and/or Related Member Parties' NCUI 101s, and dividing that sum by three, or in such other manner determined by the DOC to reasonably reflect New Job creation. **The Company and Related Member Parties shall not include in such count, any temporary, seasonal, contract, or part-time employees, employees that were hired prior to the Effective Date, or employees that were hired from any affiliate of a Company Parties in North Carolina, even if those employees are included in the NCUI 101s. The Company and Related Member Parties shall each certify how many of the employees listed on their respective NCUI 101s, in each month qualify under the definition of Retained Jobs and New Jobs, and the Guarantor shall all certify the foregoing. For verification of Required Investment, the Company shall provide a fixed asset report and any other documentation requested by DOC. The Company's and Related Member Parties's compliance with the job creation and/or retention, investment, Statutorily Qualifying Expense, environmental permit and other Performance Criteria set out in this CPA shall be attested to under oath by an officer of each of the Company Parties.**
- 6.2 By not later than February 1 of each year during the Grant Period (and with respect to Paragraph 6.2A, through the later of February 1 following the date established pursuant to Paragraph 5 hereof or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the Grant), the Company must submit the following to the DOC, in the form of Exhibit B hereto:
- A. a copy of the Company's fourth calendar quarter performance (ending December 31) NCUI 101 for the previous calendar year, containing all information required by Exhibit B (N.C. Gen.Stat. §143B-437.07).
  - B. a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30). Failure to identify the expected performance over the coming fiscal year may result in ineligibility for a disbursement during that period, or may limit the amount of disbursement available to the Company during the upcoming fiscal year. (N.C. Gen. Stat. §143B-437.72(b)(6b)).
- 6.3 If unforeseen calamity, an Act of God, or financial disaster is the cause of the Company's failure to satisfy or perform its obligations under this CPA, the Company and the Local Government may request an extraordinary modification of this CPA from the Secretary of DOC (the "**Secretary**"). The Parties agree that any decision to allow such modification shall be at the sole discretion of the Secretary, that such modifications are rarely, if ever, granted, and that the Secretary's decision regarding any extraordinary modification shall be final and not subject to review or appeal.

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- 6.4 Each Company Party shall keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and fulfillment of this CPA, including, but not limited to, records to verify employment, salaries, health insurance, investment amounts, Statutorily Qualifying Expenses and environmental permits. Subject to any applicable federal or North Carolina laws or regulations respecting employee privacy, each Company Party agrees that any duly authorized representative of the Local Government, and the State of North Carolina, including the DOC, the Office of the North Carolina State Auditor, and the Office of State Budget and Management, shall, at all reasonable times and on reasonable notice, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the Grant and the fulfillment of this CPA throughout the Grant Performance Period and for a period of six years thereafter.

If any Company Party fails to keep and maintain books and records necessary for verifying fulfillment of this CPA, including, but not limited to, adequate records for the verification of employment, salaries, investment amounts, Statutorily Qualifying Expenses and environmental permits, or if any Company Party fails to provide access and right of inspection sufficient to verify compliance with this CPA, the Local Government or the Secretary, as applicable, may in its or his discretion declare this CPA to be in default, withhold payments for or under this CPA or the LGGA, and/or require reimbursement of all or any portion of the Grant previously paid.

The Company Parties shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly.

- 6.5 To the extent any information or documents gathered by or provided to the Local Government or the DOC would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (including, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the **Public Records Act**, the applicable Company Party shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by the Local Government and DOC and their authorized representatives.

Each Company Party has read and understands North Carolina's laws regarding the treatment of public records and confidential information, including without limitation, those provisions set forth in Exhibit C.

The Company Parties shall be responsible for any and all costs, expenses, fees, or losses that they or the Local Government or DOC or any other State entity may incur as a result of responding to or resisting any request, subpoena, legal complaint, court order, or other demand seeking to compel such party to release or disclose records, documents, or information pertaining to a Company Party, to the extent that the Company Party notified the State entity that it objects to such disclosure or release and the State defends against such release; and the Company Parties shall indemnify the Local Government, DOC, and State entities and their authorized representatives for all costs associated therewith, provided that, no such indemnified party shall be obligated to take any such action.

- 6.6 Notwithstanding anything herein to the contrary, the Parties acknowledge the due execution of the LGGA and agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and the LGGA shall be resolved in favor of the LGGA. The Parties further agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and any program documentation for this Grant other than the LGGA shall be resolved in favor of this CPA.

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- 6.7 The Company Parties acknowledge that none of the North Carolina operations owned by a Company Party or related entities shall be curtailed as a result of the Project.
- 6.8 The Company Parties shall perform and abide by all commitments they made in the Company Application, except as otherwise expressly stated herein. The Company Parties affirm their commitments made in the Company Application, and the commitments contained therein are incorporated herein by reference, as if set out in full. The Parties agree that any conflict between the provisions of this CPA and any commitments made in the Company Application to the DOC shall be resolved in favor of this CPA.
- 6.9 The Company Parties indemnify and hold harmless the Local Government, DOC, and State entities, and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties arising out of or any act or omission of the Company Parties in connection with the performance of this CPA, and for all losses arising from implementation of this CPA. Without limiting the generality of the foregoing, the Company Parties release the Indemnified Parties from, and agree that such Indemnified Parties are not liable for, and agree to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with or on or about the Facility, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions, or negligence of the Company Parties or any of their agents, contractors, servants, employees, licensees, lessees, or assignees). Each Indemnified Party is an express, third party beneficiary of the Company Party's obligations under this Paragraph.
- 6.10 The representations made by the Company Parties in the Company Application or as part of the application process are incorporated herein by reference and deemed by the Parties to be material to this CPA. The Company Parties affirm these representations. The Parties agree that any conflict between any representations contained in this CPA and those representations contained in the Company Application or made as part of the One North Carolina Fund application process shall be resolved in favor of this CPA.
- 6.11 The recitals are an integral part of this CPA.
- 6.12 If a Company Party has an overdue tax debt owing to the State of North Carolina, as defined in N.C. Gen. Stat. § 105-243.1, no payments will be made under this CPA or the LGGA until that tax debt has been satisfied. If an overdue tax debt goes unsatisfied for more than one year, this CPA may be declared in default and terminated at the direction of DOC.
- 6.13 The Local Government's obligation to make disbursements to the Company under this CPA is contingent upon the Local Government's receipt under the LGGA of the necessary disbursements from DOC, which are, in turn, contingent on appropriation, allocation and availability of funds for the Grant to DOC.
- 6.14 This CPA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this CPA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake

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County, North Carolina. The place of this CPA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

- 6.15 The Parties agree that the DOC is a third party beneficiary of this CPA and the DOC may, at its option, enforce the terms of this CPA or appear as a party in any litigation concerning it or the Grant.
- 6.16 The Company Parties shall comply with all applicable federal, state, and local laws and regulations. If the Company Parties fail to comply with any law or regulation applicable to them, the Secretary of DOC may, in his sole discretion, terminate the Grant and declare that no future Grant disbursement shall be due and payable and/or require the Company and Guarantor to reimburse DOC all or part of any Grant funds previously disbursed following the date of any such violation. The Secretary may determine, in his sole discretion, that where the Company or Guarantor is under investigation for an act involving violation of federal, state, local law or regulation, including an unresolved environmental violation, Grant funds be withheld until such time as a determination of culpability or liability is made, and, if the Company Party is determined to be in violation, the Grant may be terminated and the Company and/or Guarantor may be required to reimburse the DOC for all or part of any Grant funds previously disbursed. If such investigation is not concluded within two (2) years of the Grant End Date, the DOC may terminate the Grant.
- 6.17 Failure of the Local Government or DOC at any time to require performance of any term or provision of this CPA shall in no manner affect the rights of the Local Government or DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Local Government or DOC of any condition or the breach of any term, provision or representation contained in this CPA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
- 6.18 The Company and Related Member Parties are encouraged to utilize the services of North Carolina small businesses and minority, female, and disabled contractors, to offer positions in connection with the Project to North Carolina residents, and to use the North Carolina state ports when reasonable and commercially practicable.
- 6.19 In addition to any rights and remedies provided to the Local Government and DOC by law, DOC has the right, without prior notice to Company Parties, any such notice being expressly waived by Company Parties to the extent permitted by applicable law, upon the occurrence of any event herein which would result in the Company's and Guarantor's obligation to repay some or all of Grant monies disbursed hereunder (including without limitation Section 3, 4 and 5 hereof), to set-off and apply against any amounts due hereunder, any amount owing from DOC or the State to the Company Parties.
- 6.20 **This Grant award shall terminate and be null and void on January 15, 2015 if by that date the Company has not delivered back to the DOC, two originals of this Agreement, duly executed by authorized officers of each Company Party, and attested in the manner provided below. This Grant is also subject to the requirement that the Local Government deliver to the DOC, one original each of the LGGA and this CPA, duly executed by an**

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authorized official of the Local Government, within sixty (60) calendar days following the date on which the DOC sends the LGGGA and CPA to the Local Government, together with a copy of the agreement with the Company governing the local incentives to be provided for the Project.

## 7.0 GUARANTY

- 7.1 The Guarantor represents and warrants, as of the date hereof, and as of the date of any disbursement of Grant funds, that (a) each Company Party is duly organized, validly existing and in good standing under the laws of the state of its registration, with power adequate for the carrying out of its businesses; (b) the execution, delivery, and performance of this CPA are within each Company Party's power and authority and each Company Party has duly authorized, executed and delivered this CPA; (c) this CPA is signed by an authorized representative of each Company Party, and is a legally valid and binding obligation of each Company Party, enforceable against them in accordance with its terms, except as may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights; (d) it has taken or will take all actions reasonably necessary to carry out and give effect to the transactions contemplated by this CPA; (e) all written statements, representations, and warranties made by or on behalf of the Company Parties to the DOC, the State, and the Local Government in connection with the Grant are true, accurate and complete in all material respects, to its best knowledge and belief, and the Company is eligible for this Grant; (f) the Company Parties are financially solvent and are not subject of any bankruptcy proceedings; and have no interest, and shall not acquire any interest, direct or indirect, which would conflict with the performance of their obligations under this CPA; (g) the Guarantor owns 100% of the membership interests/share of the Company and Related Member Parties and will derive substantial benefit from the transactions contemplated by the CPA; and (h) the making and performance of this Guaranty will not violate any provision of or result in the acceleration of any obligation under any instrument or agreement, order, judgment or decree to which the Guarantor is a party or by which it or any of its property is bound. There are no conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived.
- 7.2 In order to induce the Local Government to enter this CPA, and the Local Government and DOC to enter the LGGGA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor unconditionally and irrevocably guarantees, as primary obligor and not as surety, the full, prompt, and punctual performance by the Company and Related Member Parties of all of their obligations, agreements and covenants under and with respect to this CPA. The Guarantor unconditionally guarantees, the prompt payment (and not merely the collection) of all amounts that may now or in the future be owing to the DOC or the State, or the Local Government under this CPA and the LGGGA, or any extension or renewal thereof however and whenever made, and shall be liable for any remedies or recoveries (including the cost of attorney fees incurred in enforcing this CPA and the LGGGA) available to the DOC or the State, or the Local Government under or with respect to this CPA. The liability of the Guarantor shall be primary, joint and several.
- 7.3 This Guaranty shall operate as a continuing and absolute guaranty and shall remain in full force and effect without regard to, and shall not be affected or impaired by, any amendment of the CPA, any sale or transfer of all or any part of the Guarantor's ownership interest in the Company or Related Member Parties, any voluntary or involuntary liquidation, dissolution, merger, sale of assets, insolvency, reorganization, bankruptcy or filing for bankruptcy of a Company Party or any subsidiary, any rescission of a payment made hereunder, or any extension of time or other forbearance, compromise, adjustment, modification or indulgence granted to the Company or

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Related Member Parties by the DOC, the State, or the Local Government. The Guaranty shall remain in full force and effect until termination of the CPA; provided, however, that the Guarantor shall not be released from its obligation hereunder so long as there is any claim of DOC or the Local Government against the Company or Related Member Parties, which claim arises out of, or related to, directly, or indirectly, this CPA, that is not settled or discharged in full.

- 7.4 DOC and the Local Government may exercise their rights against the Guarantor without first having to take action or exhaust remedies against the Company or Related Member Parties. The Guarantor expressly waives notice of non-performance, in any respect, by Company and Related Member Parties of any of their duties and obligations. The Guarantor unconditionally waives any defense available to it, including all suretyship defenses or defenses in the nature thereof; all requirements of notice, demand, presentment or protest in case of any default by the Company or Related Member Parties, as well as rights of set-off, redemption, and counterclaim which may be alleged to exist in favor of the Company or Related Member Parties.
- 7.5 This Guaranty shall inure to the benefit of the DOC and the Local Government and their respective successor and assigns, and shall be binding on the Guarantor, and his/her heirs, executors, and assigns, and shall not be discharged or affected by the death of any party.

**IN WITNESS WHEREOF**, the Company, Related Member Parties, the Guarantor, and the Local Government have executed this Company Performance Agreement, effective as of the day and year first written above. This CPA is intended to be under seal for purposes of any statute of limitations.

**Approved and Accepted:**

**City of Asheboro  
(Local Government)**

(Official Seal)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Official

ATTEST:

\_\_\_\_\_, Clerk

Date: \_\_\_\_\_

*Signature Pages Follow*

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**Technimark LLC  
(Company)**

(Corporate Seal)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Corporate Officer

ATTEST:

\_\_\_\_\_, Secretary

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of said State and County, do hereby certify that \_\_\_\_\_ (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

(Official Seal or Stamp)

My Commission expires on \_\_\_\_\_, 20 \_\_

*Signature Pages Follow*

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**Wellmark LLC  
(Related Member Party)**

(Corporate Seal)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Corporate Officer

ATTEST:

\_\_\_\_\_, Secretary

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of said State and County, do hereby certify that \_\_\_\_\_ (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

(Official Seal or Stamp)

My Commission expires on \_\_\_\_\_, 20\_\_\_

*Signature Pages Follow*

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**Green Light Holdings LLC  
(Related Member Party)**

(Corporate Seal)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Corporate Officer

ATTEST:

\_\_\_\_\_, Secretary

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of said State and County, do hereby certify that \_\_\_\_\_ (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

(Official Seal or Stamp)

My Commission expires on \_\_\_\_\_, 20 \_\_\_\_

*Signature Page Follows*

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**TMark Holdings LLC  
(Guarantor)**

(Corporate Seal)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Corporate Officer

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_, Secretary

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of said State and County, do hereby certify that \_\_\_\_\_ (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Official Seal or Stamp)

My Commission expires on \_\_\_\_\_, 20\_\_

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March 9, 2015

Mr. Michael Leonard, City Engineer

City of Asheboro

146 N. Church St.

Asheboro, NC 27204

RE: Petition to Lower Speed Limit to 25mph on Horse Carriage Lane

Mr. Leonard:

On behalf of 100% of the residents of Horse Carriage Lane in the Sykes Farm Subdivision, please submit the executed Petition that I delivered to you on March 4<sup>th</sup> to the City Council for their consideration at its April 9<sup>th</sup> meeting.

The Petition summary and background: The 35mph speed limit on Horse Carriage Lane, Carriage at Sykes Farm Subdivision, is excessive considering the young people who ride their bikes, scooters and skate boards in or near our 20' wide roadway. The steep grade and large curve therein add to the safety concerns we have. Also, many drivers do not see the yellow "No Outlet" tag on our street sign and are unaware of the large number of children who play on our street.

Action petitioned for: The subject petitioners respectfully request the Asheboro City Council to lower the speed limit to 25mph, on Horse Carriage Lane, for the safety concerns stated above.

Sincerely,



Stephen S. Grove

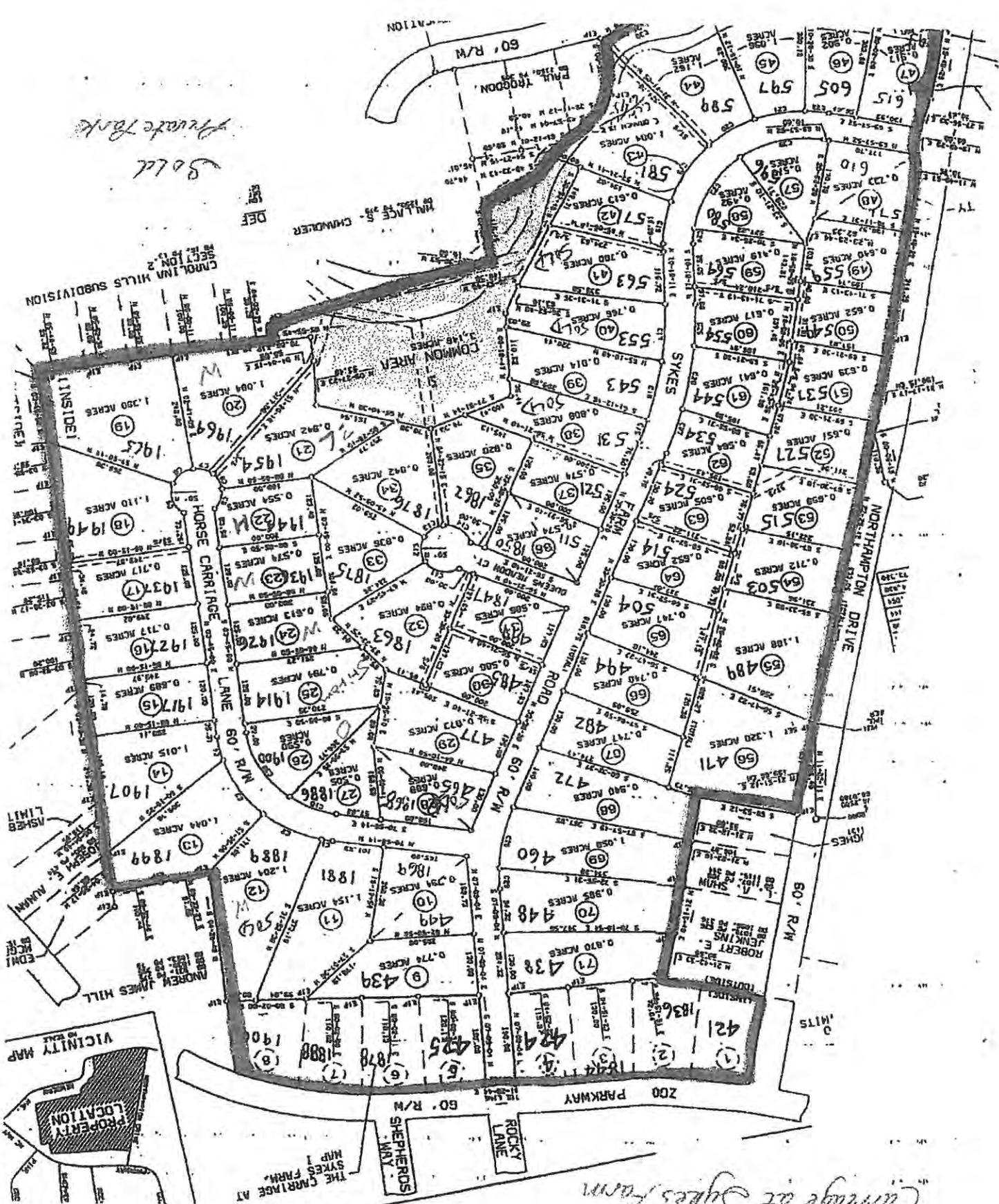
# Petition to Lower the Speed Limit

**Petition summary and background**  
 The 35mph speed limit on Horse Carriage Lane, Carriage at Sykes Farm Subdivision, in Asheboro, NC, is excessive considering the young people who ride their bikes, scooters and skate boards in or near our 20' wide roadway. The steep grade and large curve therein add to the safety concerns we have. Also, many drivers do not see the yellow "No Outlet" tag on our street sign and are unaware of the large number of children who play on our street.

**Action petitioned for**  
 We, the undersigned, are concerned citizens who respectfully petition the Asheboro City Council to lower the speed limit to 25mph, on Horse Carriage Lane, for the safety concerns stated above.

Printed Name	Signature	Address	Comment	Date
Todd & Denise Williams	<i>Todd Williams</i>	Lot Nos. 12, 20, 23, 24	336 - 302-2181	1-11-15
James & Gail Gouty	<i>Gail Gouty</i>	Lot No. 13	336-453-6010 336-736-3417	1/15/15
Charles & Nancy Farlow	<i>Nancy Farlow</i>	Lot No. 14	336-629-8195	1-11-15
Steven Garner	<i>Steven Garner</i>	Lot No. 15	336-626-8266	1-11-15
Sheila Barnes	<i>Sheila Barnes</i>	Lot No. 16	336-629-7593	1-20-15
Stephen & Elizabeth Grove	<i>SS Grove</i> LIZ GROVE	Lot No. 17	336-625-3355 SS GROVE 660 S. SYKES FARM RD	10/7/14
Sririvasan Prabhushank	NONRESIDENT	Lot No. 18		
Rodney & Karen Tyler	<i>Rodney Tyler</i>	Lot No. 19	336-629-7593	1-11-15
Mark & Tanzy Leonard	NONRESIDENTS	Lot No. 21		
Jeff & Shanna Hodgins	<i>Jeff Hodgins</i> <i>Shanna Hodgins</i>	Lot No. 22	678-2024	1-28-15
Sriram Gopalakrishnan	<i>Sriram</i>	Lot No. 25		1-11-15





Plot  
 Carriage at Sykes Farm

SOLL  
 Private Bank

DEF  
 WALLACE S. CHAMBERLAIN

CAROLINE HILLS SUBDIVISION  
 SECTION 2



THE CARriage AT  
 SYKES FARM  
 MAP 1