AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, DECEMBER 10, 2015, 7:00 PM

I Pre-Organizational Phase of the Meeting

1. Call to order.

2. Moment of silent prayer and pledge of allegiance.

3. Consent agenda.

   (a) Approval of the minutes of the city council's regular meeting that was held on November 5, 2015.

   (b) Acknowledgement of the receipt from the Asheboro ABC Board of the board's meeting minutes for October 5, 2015.

   (c) Acknowledgement of the receipt from the Randolph County Board of Elections of a copy of the abstract of votes in the municipal general election held on November 3, 2015.

4. Reopening of a legislative zoning hearing for Zoning Case No. RZ-15-09 that was continued from the regular November council meeting. Trevor Nuttall will present the staff analysis of the application by Michael Foley and Margie M. Trogdon to rezone property located at 1801, 1827, and 1831 South Fayetteville Street from Medium-Density Residential (R10) and Conditional Use General Commercial (CU-B2) to General Commercial (B2).

II Organizational Phase of the Meeting

5. Administration of the Oaths of Office:

   (a) Edward J. Burks
   (b) Jane H. Redding
   (c) Charles A. Swiers

6. Election of Mayor Pro Tempore.

7. Committee appointments:

   (a) Appointments by Mayor
   (b) Council adoption of the list of appointments

III Post-Organizational Phase of the Meeting

8. Trevor Nuttall will present the following Community Development Division items:

   (a) Consideration of a resolution in support of the naming of a section of NC Highway 49 in honor of former Mayor Pro Tempore Talmadge S. Baker and authorization to submit the resolution and accompanying documentation to the North Carolina Department of Transportation for review.

   (b) Subdivision Case No.SUB-15-01: Final Plat for Section II, Phase III of Olde Towne Village.

   (c) A legislative hearing on proposed amendments to Article X of the Asheboro Subdivision Ordinance concerning the pending expiration of provisions for street trees.

   (d) A report on the continuing code enforcement activities related to 436 W. Salisbury Street.

   (e) Update on the status of proposed zoning ordinance amendments, including planned revisions to sign regulations as a result of a recent U. S. Supreme Court decision.

9. Mayor will introduce a proposed ordinance setting the Asheboro City Council's schedule for regular meetings during the 2016 calendar year.

10. The finance director will present an ordinance to amend the Water and Sewer System Improvement Fund.

11. The city engineer will request approval of a resolution authorizing a new Fixed Base Operator Lease Agreement between the City of Asheboro and Cardinal Air, LLC for a period of three (3) years beginning January 1, 2016, with an option for an automatic renewal for an additional three (3) year term.

12. Public comment period.

13. Michael Rhoney, PE will present the following water resources division items:

    (a) The bids received for the roof replacement project at the water treatment plant will be discussed, and a request will be made for the award of a contract to Allied Roofing.

    (b) A request will be presented for final approval of the proposed water purchase agreement between the City of Asheboro and the City of Randleman.

14. The finance director will request approval of a proposed commercial lease agreement between Dixie Drive Development, LLC and the city in order to locate a kiosk along Dixie Drive for the water billing department.

15. Adjournment.

REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, NOVEMBER 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 with the following elected officials and city staff members present:

David H. Smith) – Mayor Presiding

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

John N. Ogburn, III, City Manager
D. Jason Cheek, Police Captain
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Max S. Hooker, Deputy Fire Chief
David J. Hutchins, Public Works Director
Michael L. Leonard, P.E., City Engineer
Mark T. Lineberry, Police Major
Trevor L. Nuttall, Community Development Division Director
Deborah P. Reaves, Finance Director
Michael D. Rhoney, P.E., Water Resources Director
James O. Smith, Assistant Chief of Police
Jeffrey C. Sugg, City Attorney
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. Silent prayer and pledge of allegiance.

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

3. Presentation of a resolution adopted by the Randolph County Board of Commissioners in support of the naming of a section of N.C. Highway 49 in honor of Mayor Pro Tempore Talmadge Baker.

Mr. Hal Johnson, County Manager, and Mr. Phil Kemp, a member of the Randolph County Board of Commissioners, presented a resolution that was adopted by the Board on October 5, 2015 in support of the naming of a section of N.C. Highway 49 in honor of Mr. Talmadge Baker. Mr. Harold Holmes, a former board member, was also in attendance and offered positive comments in support of Mr. Baker.

The resolution presented by Mr. Kemp is on file in the city clerk's office. The city will formally honor and recognize Mr. Baker when the requisite approvals are obtained from the state to complete the process of naming the identified section of N.C. Highway 49 in honor of Council Member Baker.

4. Annual report on Asheboro tourism activities.

Ms. Tammy O'Kelley, Director, Heart of North Carolina Visitors Bureau, presented an overview of the tourism activities, previewed a video promoting the area, and discussed the economic impact of tourism related activities on Asheboro and Randolph County. Ms. O'Kelley emphasized the importance of the partnership between the City of Asheboro and the Visitors Bureau in order to bring tourism and development to Asheboro and Randolph County. Overall, this partnership produced a successful year for the tourism industry in Asheboro and Randolph County.

A written report provided by Ms. O'Kelley is on file in the city clerk's office.

5. Recognition of Police Captain Todd Swaney for his service to the City of Asheboro.

On behalf of the Asheboro Police Department, Chief Williams presented Captain Swaney with a plaque that included his badge as a token of gratitude for his loyal service to the City of Asheboro from April 15, 1987 until October 1, 2015. Along with his badge, Chief Williams presented Captain Swaney with his service side arm that he carried at the time of his retirement.

Additionally, on behalf of the city council and the city manager's office, Mr. Ogburn presented Captain Swaney with a retirement plaque from the municipal corporation.

6. Consent agenda.

Upon motion by Mr. Bell and seconded by Ms. Carter, Council voted unanimously to approve/adopt the following consent agenda items.

(a) The minutes of the city council's regular meeting on October 8, 2015.

(b) The minutes of the city council's special meeting on October 22, 2015.

(c) Acknowledgement of the receipt from the Asheboro ABC Board of the meeting minutes for the local alcoholic beverage control board's meeting on September 14, 2015.

The minutes of the meeting held by the Asheboro ABC Board on September 14, 2015 have been received by the city clerk, distributed to the mayor and members of the city council for review, and are on file and available for inspection in the city clerk's office.

(d) An ordinance title "ORDINANCE TO AMEND THE GENERAL FUND FY 2015-2016."

24 ORD 11-15

ORDINANCE TO AMEND THE GENERAL FUND FY 2015-2016

WHEREAS, The City Council of the City of Asheboro desires to amend the budget as required by law to adjust for changes in 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 Expense line item be increased / (decreased):

Account #	Expense Description	increase / (decrease)
10-615-0200	Salaries & Wages	(21,000)
10-615-0702	FICA/ Medicare	(1,606)
10-615-0704	Medical Insurance	(7,154)
10-615-0705	Retirement	(1,485)
10-620-0200	Salaries & Wages	(16,550)
10-620-0702	FICA /Medicare	(1,224)
10-620-0705	Retirement	(1,131)
10-620-0400	Professional Services	13,600
10-620-3400	Supplies & Materials	37,000
10-575-0400	Professional Services	13,500
10-545-0200	Salaries & Wages	(33,156)
10-550-0200	Salaries & Wages	12,592
10-550-0702	FICA/ Medicare	964
10-550-0704	Medical Insurance	4,750
10-550-0705	Retirement	900
	Increase / (Decrease)	0

Adopted this 5th day of November, 2015.

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

ATTEST:

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

(e) The temporary closure from 7:00 p.m. to 8:30 p.m. on Friday, December 4, 2015, of the streets indicated on the enclosed parade permit application and map for the Asheboro/Randolph Chamber of Commerce Christmas Parade.

The parade permit application for the requested street closure, including a street closure map, was included in the council's materials. Copies of these items are on file in the city clerk's office. The said temporary street closure was approved as requested in the application.

(f) The temporary closure from 6:00 p.m. to 9:00 p.m. on Friday, December 11, 2015, of the streets indicated on the enclosed parade permit application and map for the annual "Christmas on Sunset" event sponsored by the Asheboro/Randolph Chamber of Commerce Downtown Development Committee.

The parade permit application for the requested street closure, including a street closure map, was included in the council's materials. Copies of these items are on file in the city clerk's office. The said temporary street closure was approved as requested in the application.

(g) A technical corrections ordinance to amend out-of-date provisions in Sections 37.01, 37.02, 51.04, and 113.06 of the Code of Asheboro.

ORDINANCE NUMBER 25 ORD 11-15

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Ordinance to Modernize Outdated Provisions in Chapters 37, 51, and 113 of the Code of Asheboro

WHEREAS, Chapter 37 (City Policy) of the Code of Asheboro has two sections (Sections 37.01 and 37.02) pertaining to city policies focused on accessibility and opportunities for individuals with disabilities; and

WHEREAS, these sections use the term "handicapped" to refer to citizens with disabilities, and, while the quoted term was generally accepted at the time of the original adoption of these policies, the City Council wishes to remove this term from Chapter 37 because the term "handicapped" does not accurately reflect the continually evolving nature of the city's policies that are intended to fully embrace change and adaptation in order to find better solutions for the citizens who confront disabilities; and

WHEREAS, unlike at the time of the adoption of Section 37.02 of the Code of Asheboro, the city now has an employee policies and procedures manual that addresses in a comprehensive manner the city's commitment and procedures to comply with all applicable federal and state laws, rules, and regulations pertaining to the employment of individuals with disabilities; and

WHEREAS, the Asheboro City Council has concluded that good management practices dictate that, to the extent possible, all employment related policies should be located in one policy document; and

WHEREAS, Chapter 51 (Garbage) of the Code of Asheboro contains a section (Section 51.04) that reflects the enforcement practices used by the city to address public health concerns on vacant lots before the development of the current joint enforcement practices that emphasize the code enforcement role of the community development division; and

WHEREAS, the City Council has concluded that Section 51.04 of the Code of Asheboro should be updated to reflect the city's current framework for code enforcement activities; and

WHEREAS, Chapter 113 (Dealers in Sexually Explicit Material) of the Code of Asheboro contains a section (Section 113.06) that requires compliance with the now repealed privilege license tax chapter of the Code of Asheboro; and

WHEREAS, the Asheboro City Council has concluded that the said reference to a repealed tax should be deleted from Chapter 113;

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

Section 1. Section 37.01 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 37.01 ACCESSIBILITY OF CITY PROGRAMS, SERVICES AND FACILITIES FOR ~~HANDICAPPED~~ CITIZENS WITH DISABILITIES.

The city will endeavor to make its programs, services, and facilities accessible to all citizens, specifically including citizens with disabilities ~~those who are handicapped~~. The city will actively seek to eliminate physical, policy and procedural barriers that prevent ~~handicapped~~ citizens with disabilities from availing themselves of city programs.

(A) *All divisions/departments.*

(1) Each division/department head shall assure that any program or service rendered by his or her division/department is fully accessible to ~~handicapped~~ citizens with disabilities.

(2) Each division/department head shall assure that programs and services rendered to ~~handicapped~~ citizens with disabilities are integrated with and equally effective as those rendered to ~~non-handicapped~~ citizens without disabilities. Separate services shall be provided only when essential to assure equal effectiveness.

(3) When entering into third party contractual agreements for rendering services to citizens, each division/department head shall ensure that such contracts shall include a binding clause of nondiscrimination against ~~the handicapped~~ individuals with disabilities.

(4) When issuing information concerning division/departmental programs and services, each division/department head shall assure that:

(a) Notification is rendered in a manner designed to reach ~~handicapped~~ persons with disabilities, specifically including without limitation those who are visually or auditorially impaired;

(b) Such notices shall include the hours of operation and the location of accessible facilities to assure that ~~handicapped~~ persons with disabilities may avail themselves of the programs;

(c) Such notices shall incorporate a statement of nondiscrimination which reads: "City of Asheboro renders impartial treatment to all employees and citizens without regard to race, sex, national origin, color, creed, or ~~handicapped condition~~ disability."

(5) In situations where facilities do not permit ready access of ~~handicapped~~ citizens with disabilities to programs and services, the division/department head will make such programs and services available at alternate accessible sites or through other means.

(6) Division/department ~~Department~~ heads are required to provide upon request auxiliary aids essential to enable ~~the handicapped~~ individuals with disabilities to avail themselves of city programs and services (e.g. reader services for the visually impaired, interpreter services for the hearing impaired).

(B) *Buildings.*

(1) The city will design and, where feasible, implement alterations in existing buildings which permit easy access for ~~the handicapped~~ individuals with disabilities.

(2) The city will assure that all new construction to house city programs and services meets established standards of accessibility.

(3) The city will install appropriate signs and markers to designate ramps, entrances, and other facilities that are accessible to individuals with disabilities, and the city will reserve parking for individuals with disabilities ~~reserved parking for the handicapped, ramps, and entrances and other facilities which are accessible to the handicapped~~.

(C) *Grievance procedures.*

~~(1)~~ The city establishes a grievance process for citizens who feel they have been denied access to city programs, services, and facilities. Citizens seeking redress of alleged discrimination should present their concerns to the division/department head, or designated representative, of the division/department in which the concern arose. If the matter cannot be resolved at the

division/department head level, citizens may appeal to the City Manager, who may appoint a hearing officer to review the complaint. Notwithstanding any other provision in this section, this grievance procedure does not apply to city employees or applicants for employment with the city. ~~(This grievance procedure does not apply to employees or applicants for employment in the city.)~~

Section 2. Section 37.02 of the Code of Asheboro is hereby repealed and rewritten to provide as follows:

~~§ 37.02 EMPLOYMENT OF HANDICAPPED CITIZENS; ACCOMMODATION; OPPORTUNITIES; GRIEVANCES.~~

~~(A) *All departments.*~~

~~(1) Each department head shall ensure that reasonable accommodations are made in order to allow qualified handicapped citizens full consideration in the screening, selection, and appointment process at the departmental level.~~

~~(2) Each department head shall assure that reasonable accommodation is made in all terms of employment of handicapped persons, unless the department head can demonstrate that the required accommodation would impose an undue hardship upon the city.~~

~~(B) *Personnel department.*~~

~~(1) The city will publish notices of employment opportunities with the city in a manner which is equally available to handicapped persons. Employment information must include a statement concerning nondiscrimination against handicapped people.~~

~~(2) The city will engage in efforts to recruit which accommodate the handicapped in the process of applying, screening, and being interviewed for employment.~~

~~(C) *Section 504 grievance procedures.*~~

~~(1) Any individual or representative applying for services from the city who feels he or she has been discriminated against on the basis of handicap should notify in writing the head of the department in which he or she requested services within 30 days of the occurrence of the alleged discrimination.~~

~~(2) The department head must reply within five working days and contact the grievant about the date, time, and place for a conference. The conference must be held within three weeks of the time the grievance is made. Reasonable accommodations, such as interceptor services needed for the conference, will be provided by the city at no cost to the grievant. Upon receipt of the grievance, the department head shall immediately notify the city Section 504 coordinator of the grievance. The section 504 coordinator will provide consultation as needed.~~

~~(3) The department head must render a decision on the merits of the grievance in writing within five working days and notify the grievant by mail. A copy of the decision must be directed to the section 504 coordinator.~~

~~(4) If the effect of discrimination is found to exist, the department head must develop a written plan within five days to provide reasonable accommodations, if feasible, and thereby remove the barrier to service.~~

~~(5) If the grievant is not satisfied with the decision rendered by the department head, he or she may appeal within five days to City Manager for reconsideration.~~

~~(6) Applicants for employment with the city who feel they have been discriminated against on the basis of handicap should contact the city personnel department for an appointment with the director. Employees of the city are directed to the grievance procedure specified in § 37.022 of this code.~~

§ 37.02 RESERVED

Section 3. Section 51.04 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 51.04 REMOVAL OF REFUSE FROM VACANT LOTS; NOTICE TO OWNERS.

(A) Owners and persons in charge of vacant lots in the city shall maintain such lots free and clear of debris, trash, decaying matter, refuse, stagnant water and the like, in which vermin, mosquitoes, flies and other insects or rats or mice live or breed~~; and any violation of this section is declared to be prejudicial to the public health~~.

(B) Any violation of this section is declared to be prejudicial to the public health and unlawful.

~~(B)~~ (C) If the owner or person in charge of any vacant lot within the city shall fail to maintain such lot free of debris, trash, decaying matter, refuse, stagnant water and the like, in which vermin, mosquitoes or other insects or rats or mice live or breed, within three days after being given written notice to do so, signed by the ~~Chief of Police or Assistant Chief of Police~~ city's code enforcement officer or his/her designee, the city shall proceed to ~~do so~~ bring the non-compliant lot into conformance with this section; provided, however, no such action shall be taken by city forces until a second notice and an opportunity for the person(s) in default to be heard has been provided in a manner consistent with the applicable due process considerations. The expense of such an action by city forces shall be paid by the person in default~~, and the expense of such action shall be paid by the person in default. The Police Department is hereby designated as the agency of the city to enforce this section~~.

(D) The environmental services department and the code enforcement officer within the community development division shall have joint responsibility for enforcing this section. The police department shall render assistance on an as-needed basis to the municipal departments charged with the primary enforcement responsibilities for this section.

Section 4. Section 113.06 of the Code of Asheboro is hereby repealed and rewritten to provide as follows:

~~§ 113.06 ANNUAL PRIVILEGE LICENSE TAX.~~

~~The licensee under this chapter shall be required to pay the prescribed annual privilege license tax or taxes in accordance with Chapter 110 of the Code of Asheboro.~~

§ 113.06 RESERVED.

Section 5. No action or proceeding of any nature (whether civil or criminal, judicial or administrative, or otherwise) pending at the effective date of this Ordinance shall be abated or otherwise affected by the adoption of this Ordinance.

Section 6. All previously adopted ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 7. This Ordinance shall be in full force and effect upon and after the 5th day of November, 2015.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting of the governing board that was held on the 5th day of November, 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

(h) A resolution awarding to a retiring officer of the Asheboro Police Department his service weapon.

RESOLUTION NUMBER 33 RES 11-15

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AWARD OF THE SERVICE SIDE ARM TO A RETIRING OFFICER OF THE ASHEBORO POLICE DEPARTMENT

WHEREAS, after rendering honorable and valuable service to the City of Asheboro and its citizens throughout his career with the Asheboro Police Department, which initially began as a full-time officer on July 1, 1990, Master Police Officer Arthur L. Milligan, Jr. will begin his retirement from employment with the City of Asheboro effective January 1, 2016; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that, effective January 1, 2016, in consideration of the combination of his dedicated service to the City of Asheboro and the payment to the City of Asheboro of one dollar ($1.00), Arthur L. Milligan, Jr., upon a determination by the Chief of Police that Mr. Milligan is not ineligible to own, possess, or receive a firearm under the provisions of federal or North Carolina law, is to be awarded ownership of his city-issued service side arm (a Glock 23 Generation 4 with serial no. SFS975 and three magazines).

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 5th day of November, 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

7. Community Development Items:

(a) Discussion of the parking issues on Amelia Court that were first brought to the City Council's attention during the regular meeting on October 8, 2015, and that were scheduled for further discussion during the regular November 2015.

Mr. Nuttall utilized a visual presentation in order to highlight and summarize, for the council, the ongoing discussion regarding certain on-street parking issues that have been occurring on Amelia Court. These parking issues culminated in the preparation of a staff report on the issue along with notification to property owners that the report would be presented to the city council during its regular October meeting. In response, a petition was received from certain property owners regarding the parking situation.

Copies of the petition and the other correspondence compiled by city staff in connection with the issue are on file and available for review in the city clerk's office.

In addition to Mr. Nuttall's comments, Chief Williams assured the interested parties that the police department could take enforcement action on the basis of existing state law if a resident's driveway was blocked by an on-street vehicle. Accordingly, Chief Williams encouraged the citizens living within the area to report parking issues to the police department. Furthermore, Chief Williams encouraged the formation of a neighborhood watch program in the area in order to facilitate better communication.

During this segment of the agenda, the following individuals expressed their views and concerns to the Council: Ms. Helen Settle and Mr. Tito A. Warner.

With the suggestion of the formation of a neighborhood watch program within the neighborhood and city staff's agreement to remove the painted markings on the pavement on Amelia Court, all parties involved agreed to see how events unfold before further action is taken.

A copy of the visual presentation utilized by Mr. Nuttall is on file in the city clerk's office. No formal action was taken by the Council.

(b) <u>Zoning Case RZ-15-08</u>: A legislative zoning hearing on the application filed by the City of Asheboro to apply city zoning (I2-General Industrial) to the parcel of land recently annexed by the city and located south of 879 McDowell Road.

Mayor Smith opened the public hearing on the following request.

The requested rezoning pertains to approximately 17.53 acres of land owned by Randolph Electric Membership Corporation. Randolph County Parcel Identification Number 7659184659 more specifically identifies the property.

Mr. Nuttall utilized a visual presentation and highlighted a request by the City of Asheboro to rezone the above-described property from Randolph County (LI-Light Industrial) zoning to I2 (General Industrial). This rezoning was filed as a consequence of the property being voluntarily annexed into the City of Asheboro. The proposed zoning reflects the most appropriate district supported by the Land Development Plan.

The staff report noted the following:

1. A portion of the subject property has frontage on McDowell Road, a state-maintained minor thoroughfare. The property also has frontage on I-73/I-74 (U.S. 220 Bypass), an interstate highway.
2. City water is being installed to provide service to a new structure on the property. The property also has access to city sewer via a private pump station, which pumps to a city maintained pump station on the east side of I-73/I-74.
3. The area includes a mix of commercial, residential, and institutional/governmental uses.
4. The property was previously within the City of Asheboro's extraterritorial zoning jurisdiction and zoned B2 (General Commercial). The city relinquished this property from its ETJ on January 1, 2013. Once the property was placed within Randolph County's zoning jurisdiction, the county applied LI (Light Industrial) zoning.
5. The property was recently annexed into the city, effective on September 17, 2015. State statutes require that the city apply zoning to the property within sixty (60) days of its annexation.
6. The property is located in the I-73/I-74 overlay zone (formerly called U.S. 220 Bypass Overlay zone), which has supplemental landscaping requirements along the frontage of I-73/I-74. Recent amendments to the zoning ordinance allow staff review of developments for compliance with Overlay Zone requirements.

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

> "The proposed I2 zoning district reflects the Land Development Plan's designation of the property for industrial use, making the proposed I2 General Industrial district the most appropriate designation of the property. The I2 district allows both industrial and commercial activities, which are generally compatible with surrounding properties and the growth strategy map's designation of the property for economic development. The Southwest small area plan also supports industrial uses and economic development activities at appropriate locations on the Interstate corridor consistent with the I2 designation."

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

Upon motion by Mr. Bell and seconded by Mr. Baker, council voted unanimously to approve the requested city zoning by adopting, with a combined motion, the recommendation/analysis of the Community Development Division staff and the Planning Board along with adopting, as its own, the following consistency statement that was initially proposed in the staff report:

> After considering the above factors (the excerpt from the staff report that is quoted above), the General Industrial (I2) designation is in the public interest by allowing a reasonable use of the property and ensuring consistency with the Land Development Plan.

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

(c) <u>Zoning Case RZ-15-09</u>: A legislative zoning hearing on the application filed by Michael Foley and Margie M. Trogdon to rezone property located at 1801, 1827, and 1831 South Fayetteville Street from Medium-Density Residential (R10) and Conditional Use Commercial (CU-B2) to General Commercial (B2).

Mayor Smith opened the public hearing on the following request.

Mr. Nuttall presented a written request from the Applicants, Margie Trogdon and Michael Foley, to continue the hearing on the above-referenced zoning case until the council's regular December meeting. No opposition to this request was expressed by any party or individual.

Upon motion by Mr. Baker and seconded by Mr. Burks, council voted unanimously to continue the hearing on the above-referenced zoning case until the council's regular December meeting.

(d) In furtherance of a community development block grant funding application, consideration of a resolution authorizing Mayor Smith to sign a combined Notice of Finding of No Significant Impact and Notice of Intent to Request Release of Funds for the Technimark Rail Project.

Mr. Nuttall presented and recommended adoption, by reference, of a resolution authorizing Mayor Smith to sign a combined Notice of Finding of No Significant Impact and Notice of Intent to Request Release of Funds for the Technimark Rail Project.

Upon motion by Ms. Carter and seconded by Mr. Burks, council voted unanimously to adopt the following resolution by reference.

34 RES 11-15

A RESOLUTION AUTHORIZING THE COMBINED NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND NOTICE OF INTENT TO REQUEST RELEASE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR TECHNIMARK RAIL PROJECT

Whereas, the City of Asheboro intends to enter into a Community Development Block Grant Agreement with the U.S. Department of Housing and Urban Development, providing for financial assistance to the City under Title I of the Housing and Community Development Act of 1974, as amended; and

Whereas, pursuant to the rules and regulations as promulgated by the U.S. Department of Housing and Urban Development, an environmental review has been processed for the hereinafter listed project to be financed with Community Development
Block Grant funds; and

Whereas, a combined Notice of Finding of No Significant Impact and Intent to Request Release of Funds for said grant is scheduled to be posted on November 6, 2015 to commence the required eighteen (18) day public comment period; and

Whereas, any and all comments received as a result of such notice will be duly considered before proceeding with a Request for Release of Funds and Certification, and

Whereas, a Request for Release of Funds and Certification must be sent to the U.S. Department of Housing and Urban Development at the conclusion of the comment period.

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

Section 1. That the Mayor of the City of Asheboro is hereby authorized and directed to execute a Request for Release of Funds and Certification for the following identified Community Development Block Grant project on or about November 30, 2015 and to submit to the U.S. Department of Housing and Urban Development:

Community Development Block Grant Project
Economic Development Program: Technimark Rail Project

No funds will be committed prior to completion of a review for other related laws of 24 CFR 58.5, including Section 106, if required for site-specific projects that are currently unidentified.

Section 2. That the Mayor of the City of Asheboro is hereby authorized to consent to assume the status of a responsible federal official under the National Environmental Protection Act, insofar as the provisions of the said Act apply to the U.S. Department of Housing and Urban Development responsibilities for review, decision making, and action assumed and carried out by the City of Asheboro as to environmental issues.

Section 3. That the Mayor of the City of Asheboro is hereby authorized to consent personally, in his official capacity and on behalf of the City of Asheboro, to accept the jurisdiction of the federal courts if an action is brought to enforce responsibilities in relation to environmental review, decision-making and action.

This resolution was duly adopted by the Asheboro City Council in open session during a regular meeting held on the 5th day of November, 2015.

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

ATTEST:

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

(e) Consideration of a request to extend the time allowed between the preliminary and final plat subdivision reviews for Waterford Villas.

Mr. Nuttall presented a written request from Mr. Kevin Jessup, Manager of Waterford RE, LLC for a twelve month extension of the deadline to submit a final plat for review. This delay is requested because of the overall building market conditions and financing of the project. The developers expect to continue the project as market conditions improve.

A copy of the written request submitted by Mr. Jessup is on file in the city's Community Development Division.

Upon motion by Mr. Burks and seconded by Ms. Snuggs, council voted unanimously to approve the requested extension.

(f) Status report on the 2015 Urgent Repair Program, including an extension of the application period until Friday, November 20, 2015.

Mr. Nuttall reported that the 2015 Urgent Repair Program is in progress. Applications have been received and initial home inspections have already taken place for qualifying applicants. In order to allow for more applications to be received, the application period has been extended until Friday, November 20, 2015.

No formal action was taken by the Council on this item.

8. Public comment period.

Mayor Smith opened the floor for public comments.

Mr. Alan Maldonado invited everyone to attend a meeting, which will focus on issues of concern to members of the Latino Community, will be held at 3800 Zoo Parkway at 6:00 p.m. on November 18, 2015. Additionally, Mr. Maldonado is interested in organizing a community watch program for the Latino community.

Mr. Ogburn expressed that certain city staff members will be present at the meeting. The point was also made that limited attendance should be expected of the council because this meeting is not an advertised council meeting. Accordingly, the council members must make sure that a quorum of the council does not attend.

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

9. A request for authorization to purchase a used aerial platform fire truck from the Franconia Volunteer Fire Department in Virginia in compliance with the sole source provisions authorized under North Carolina's purchasing laws.

Deputy Fire Chief Max Hooker presented and recommended adoption, by reference, of a resolution authorizing an exception to the competitive bidding procedures for the purchase of a previously owned aerial platform fire truck.

Upon motion by Mr. Baker and seconded by Mr. Swiers, council voted unanimously to adopt the following resolution by reference.

RESOLUTION NUMBER 35 RES 11-15

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION AUTHORIZING AN EXCEPTION TO THE COMPETITIVE BIDDING PROCEDURES FOR THE PURCHASE OF A PREVIOUSLY OWNED AERIAL PLATFORM FIRE TRUCK

WHEREAS, in an effort to reconcile operational needs with fiscal constraints, the Asheboro Fire Department's management team has developed a plan to purchase a previously owned 1998 or newer aerial platform fire truck that can be refurbished to meet the city's operational needs in a safe and effective manner while simultaneously allowing the department to purchase additional new equipment; and

WHEREAS, the Asheboro Fire Department has located a used fire truck that is in good condition and satisfies the requirements of the above-described plan; and

WHEREAS, the said used fire truck is a 1999 Pierce Dash 100-foot aerial platform truck that is currently owned by the Franconia Volunteer Fire Department in Alexandria, Virginia; and

WHEREAS, the Franconia Volunteer Fire Department has offered to sell this fire suppression apparatus to the City of Asheboro for a purchase price of $80,000; and

WHEREAS, the Asheboro Fire Chief has recommended purchasing this fire suppression apparatus, subject to testing requirements and other contractual provisions used by the City of Asheboro when purchasing vehicles; and

WHEREAS, the City Manager concurs with this recommendation; and

WHEREAS, price competition for a truly comparable used, out-of-production 1999 model year fire truck that meets the Asheboro Fire Department's standards for safety and operational readiness is not available; and

WHEREAS, Section 143-129(e)(6) of the North Carolina General Statutes provides for an exception (the sole source exception), with the approval of the governing board, to the prescribed competitive bidding procedures if performance and price competition for a product are unavailable or if a needed product is available from only one source of supply; and

WHEREAS, based on the recommendations from city staff and the availability of the above-referenced state law exception for sole source purchases, the Asheboro City Council has concluded that the purchase of the above-described fire truck is in the best interest of the city;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that, subject to the city's standard purchase contract provisions and any equipment testing requirements deemed advisable by the fire department's command staff, the purchase of the 1999 Pierce Dash 100-foot aerial platform fire truck from the Franconia Volunteer Fire Department, in accordance with the sole source provisions outlined in Section 143-129(e)(6) of the North Carolina General Statutes, is hereby approved.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting of the governing board that was held on the 5th day of November, 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

10. Initial Discussion of a 10-year water purchase agreement with the City of Randleman [The meeting agenda indicated a 20-year agreement was under discussion, but the proposed term was for ten (10) years at the time of the meeting.]

Mr. Rhoney reported to the council that negotiations are reaching the final stages with the City of Randleman for a potential 10-year water purchase agreement. A final draft of the agreement will be presented to the council for review at the regular December meeting.

A copy of a preliminary agreement was distributed to the council members and is on file in the city clerk's office. The council members indicated their general approval of the approach taken by city staff to the negotiations. No formal action was taken by the council on this item.

11. Airport Items:

(a) Consideration of authorizing the city to enter into a Ramp Rehabilitation Design/Bid Phase Services Agreement, totaling $109,000.00 with W.K. Dickson & Co., Inc. and to use Federal Non-Primary Entitlement Funds at a ratio of 90% federal and 10% local match. The work will be in accordance with the Contract for Professional Services dated July 14, 2011.

Mr. Leonard requested that the city enter into a Ramp Rehabilitation Design/Bid Phase Services Agreement with W.K. Dickson & Co., Inc. and to use Federal Non-Primary Entitlement Funds at a ratio of 90% federal and 10% local match. This work will be in accordance with the Contract for Professional Services with W.K. Dickson & Co., Inc. dated July 14, 2011.

Upon motion by Mr. Bell and seconded by Ms. Carter, council voted unanimously to approve the Asheboro Regional Airport Work Authorization #5 for Ramp Rehabilitation Design/Bid Phase

Services under the Contract for Professional Services with W.K. Dickson & Co., Inc. dated July 14, 2011. A copy of the agreement is on file in the city clerk's office.

(b) Presentation of the proposed fixed base operator lease agreement with Cardinal Air, LLC. The only action requested for this agenda item is to authorize, by resolution, city staff to facilitate the publication of the required legal notice that the governing board will take final action on the proposed lease agreement during the City Council's regular meeting in December 2015.

Mr. Leonard presented and recommended adoption, by reference, of a resolution for the approval to publish notice of the intent to authorize a new lease agreement with the fixed base operator at the Asheboro Regional Airport.

Upon motion by Mr. Bell and seconded by Ms. Carter, council voted unanimously to adopt the following resolution by reference.

RESOLUTION NUMBER 36 RES 11-15

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

APPROVAL TO PUBLISH NOTICE OF THE INTENT TO AUTHORIZE A NEW LEASE AGREEMENT WITH THE FIXED BASE OPERATOR AT THE ASHEBORO REGIONAL AIRPORT

WHEREAS, Section 160A-272 of the North Carolina General Statutes enables the city to lease city-owned property at the Asheboro Regional Airport for a term that does not exceed 10 years so long as the entry of the city into the proposed lease agreement is authorized by the city council by means of the adoption of a resolution during a regular meeting; provided, however, 30 days' public notice must be given of the council's intent to take such an action; and

WHEREAS, the current lease agreement with the fixed base operator at the Asheboro Regional Airport, Cardinal Air, LLC, will expire on December 31, 2105; and

WHEREAS, during its meeting on October 20, 2015, the Asheboro Airport Authority recommended the continuation of the leasing arrangement with Cardinal Air, LLC for an initial 3-year term that will commence on January 1, 2016, with the ability of the parties to the agreement to mutually allow the lease to automatically extend into an additional 3-year renewal term; and

WHEREAS, the proposed lease agreement that is recommended by the city's professional staff and that conforms with the Asheboro Airport Authority's recommendation is attached to this Resolution as ATTACHMENT A and is incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the Asheboro City Council finds the recommendations from the Asheboro Airport Authority and the city's professional staff to be in the best interest of the City of Asheboro;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that the city clerk shall prepare and have published in *The Courier-Tribune*, in accordance with Section 160A-272 of the North Carolina General Statutes, notice of the city council's intent to authorize, during its next regular meeting on December 10, 2015, the execution of the attached lease agreement with the fixed base operator at the Asheboro Regional Airport, Cardinal Air, LLC.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting of the governing board that was held on the 5th day of November, 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

12. Update on the city's recycling program.

Mr. David Hutchins, Public Works Director, utilized a visual presentation and reported that the city's recycling program is gaining momentum as more citizens participate in the program. During the first quarter of the 2015-2016 fiscal year, the city's environmental services department has hauled approximately 490.35 tons of recyclable material. City staff will continue to implement the program by continuing to inform citizens about the importance of the program.

A copy of the visual presentation utilized by Mr. Hutchins is on file in the city clerk's office.

13. Update on the Asheboro Housing Authority (AHA) Rapid Rehousing grant program which provides assistance to homeless families and individuals. Portions of this grant allow AHA to assist the participating families and individuals with utility deposits as well as utility payments.

Ms. Reaves reported that the Asheboro Housing Authority will be initiating the Rapid Rehousing grant program. Portions of this grant will allow the housing authority to assist participating families and individuals with utility deposits and utility payments.

No formal action was requested or taken on this agenda item.

14. Mayor Smith announced the following upcoming events:

- The annual Veterans Day parade on Wednesday, November 11, 2015 at 4:00 p.m.
- City offices will be closed in observance of the Thanksgiving holiday on Thursday, November 26, 2015 and Friday November 27, 2015.

There being no further business, the meeting was adjourned at 9:14 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 October 5, 2015

The Asheboro ABC Board met on September 14, 2015, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

Present were Chair Brooke Schmidly, Board Members 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 September 14, 2015, Board meetings.

Steve Knight and the GM reviewed Board finances and reported all finances remain consistent. The Board's current bank balances and accounts payable reports were also reviewed.

Pursuant to Asheboro ABC Board Policy Section 33, the Board in its sole discretion shall approve or disapprove any pay adjustment or bonus. At its June 1, 2015, Board Meeting, the Board approved the Asheboro ABC Board Budget for Fiscal Year 2015-2016 which included funding for employee merit increases. The GM will be eligible for a merit increase effective October 15. After discussion, Chair Schmidly moved to approve a 5% merit increase for the GM and the motion was approved by the Board.

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

1. The new POS system allows custom collection of data and reporting functions. Effective October 1, 2015, Sales Associates will begin collecting customer zip codes. This data will be used to better understand where our customers are from and will assist in deciding inventory selections.

2. Asheboro ABC sales statistics comparing:

   - September 2015 sales with the previous month indicate:

     - An overall -0.8% change (all sales and tax collections)

   - September 2015 sales with sales from the same month last year indicate:

     - Retail Sales +13% ($218,228.25)
     - Mixed Beverage Sales: +0.4% ($27,742.55)
     - Sales Tax Collections: +13.2% ($15,258.78)
     - Overall Collections: +11.6% ($261,229.58)

- September 2015 bottle sales with bottle sales from the same month last year indicate:

    - Retail Bottle Sales: +12.3% (20,423 bottles)
    - Mixed Beverage Bottle Sales: +2.1% (1,398 bottles)
    - Overall Bottle Sales: +11.6% (21,821 bottles)

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, November 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 11-2-15 _____ GM

Bruce Schmidt

Stephen R Knight

Robert Morrison

2015 MUNICIPAL ELECTION
11/03/2015
ABSTRACT OF VOTES
FOR
RANDOLPH COUNTY, NORTH CAROLINA

INSTRUCTIONS
The county board shall prepare abstracts of all the ballot items in triplicate originals. The county board shall retain one of the triplicate originals, and shall distribute one each to the city or town clerk for the municipality and the State Board of Elections. The State Board of Elections shall forward the original abstract it receives to the Secretary of State. (GS § 163-182.6)

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

The County Board of Elections for said county, having opened, canvassed, and judicially determined the original returns of the election in the precincts in this county, held as above stated, do hereby certify that the above is a true abstract thereof, and contains the number of legal ballots cast in each precinct for each office or referendum named, the name of each person or choice voted for, their party affiliation (where applicable), and the number of votes cast for each person or choice for the item named.

This is the 10th day of November, 2015.

John W. McAuliffe
Chairman

Secretary

Member

This day personally appeared before me, John W. McAuliffe, Chairman of the County Board of Elections, who being duly sworn, says the abstract of votes herein contained is true and correct, according to the returns made to said Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this the 10th day of November, 2015.

Tracy L. Shaw
Official Signature of Notary Public

Tracy L. Shaw
Printed/Typed Name of Notary Public

My Commission Expires: 7-19-2020

TRACY L. SHAW NOTARY PUBLIC RANDOLPH COUNTY, NC (Seal)

November 03, 2015 Municipal Election Results by Contest

Contest	Choice	Party	Total Votes	Election Day	One Stop	Abs Mail	Provisional
CITY OF ASHEBORO CITY COUNCIL	Eddie Burks		788	500	281	7	0
	Tim Greene		450	268	181	1	0
	James Pemberton		255	147	106	2	0
	Jane Hughes Redding		775	461	306	8	0
	Charles A. Swiers		848	523	317	8	0
	Write-In (Miscellaneous)		15	12	3	0	0
TOWN OF FRANKLINVILLE MAYOR	Perry L. Conner		19	14	5	0	0
	Write-In (Miscellaneous)		5	5	0	0	0
TOWN OF FRANKLINVILLE TOWN COMMISSIONER	Paul Odell Dunn		17	15	2	0	0
	L. McKay (Mac) Whatley		20	15	5	0	0
	Write-In (Miscellaneous)		5	5	0	0	0
TOWN OF LIBERTY MAYOR	Filmore York		342	338	4	0	0
	Write-In (Miscellaneous)		10	9	1	0	0
TOWN OF LIBERTY TOWN COMMISSIONER	Mary Lee Bartell		112	109	3	0	0
	J. R. Beard		231	227	4	0	0
	Larry Coble		167	165	2	0	0
	Gary Davis		215	211	4	0	0
	Mark (MJ) Jones		65	65	0	0	0
	Write-In (Miscellaneous)		0	0	0	0	0
TOWN OF LIBERTY TOWN COMMISSIONER (UNEXPIRED TERM)	Christopher S. Compton		247	246	1	0	0
	Write-In (Miscellaneous)		13	12	1	0	0
TOWN OF RAMSEUR MAYOR	Thurman (Jay) Hubbard		105	86	17	2	0
	Danny R. Shaw		181	163	18	0	0
	Write-In (Miscellaneous)		3	3	0	0	0
TOWN OF RAMSEUR TOWN COMMISSIONER	Grant B. Cheek		176	155	20	1	0
	Robert D. Kisely		97	78	17	2	0
	Norval Kraft		83	71	12	0	0
	Joe Lineberry		106	84	21	1	0
	Ernie Mitchell		86	72	13	1	0
	Paul David Overman		137	122	15	0	0
	J. C. Parrish		103	92	10	1	0
	Write-In (Miscellaneous)		7	5	2	0	0
CITY OF RANDLEMAN ALDERMAN AT-LARGE	Gary B. Betts, Sr.		213	193	20	0	0
	Bobby Bowman		61	57	4	0	0
	Craig Hancock		103	102	1	0	0

Contest	Choice	Party	Total Votes	Election Day	One Stop	Abs Mail	Provisional
CITY OF RANDLEMAN ALDERMAN AT-LARGE	Write-In (Miscellaneous)		0	0	0	0	0
CITY OF RANDLEMAN ALDERMAN WARD 1	Renee Bryant		216	202	14	0	0
	Mike Dawkins		167	156	11	0	0
	Write-In (Miscellaneous)		1	1	0	0	0
CITY OF RANDLEMAN ALDERMAN WARD 4	Keith D. Fogleman		206	196	10	0	0
	Ray Hudson, Jr.		176	161	15	0	0
	Write-In (Miscellaneous)		1	1	0	0	0
TOWN OF SEAGROVE MAYOR	David R. Fernandez		56	49	7	0	0
	Write-In (Miscellaneous)		6	6	0	0	0
TOWN OF SEAGROVE TOWN COMMISSIONER	Pam Allen		43	37	6	0	0
	Jason R. Auman		52	47	5	0	0
	Allen Hale		13	13	0	0	0
	Barbara Luther		51	45	6	0	0
	Ruby Chriscoe Mullin		34	29	5	0	0
	Cindy Neef		48	41	7	0	0
	Sandra G. Walker		37	34	3	0	0
	Write-In (Miscellaneous)		4	4	0	0	0
TOWN OF STALEY MAYOR	Karen R. Scotton		19	18	1	0	0
	Write-In (Miscellaneous)		0	0	0	0	0
TOWN OF STALEY TOWN COMMISSIONER	Faye Coble		19	18	1	0	0
	Marlene B. Jones		18	18	0	0	0
	Janet Langley Lambert		18	17	1	0	0
	Lori Lynn Langley-Hankins		19	18	1	0	0
	Steve H. Rollins, Sr.		19	18	1	0	0
	Write-In (Miscellaneous)		0	0	0	0	0
CITY OF THOMASVILLE MAYOR	Raleigh York, Jr.		13	13	0	0	0
	Write-In (Miscellaneous)		0	0	0	0	0
CITY OF THOMASVILLE CITY COUNCIL	Ronald Bratton		9	9	0	0	0
	Kevin Briggs		2	2	0	0	0
	Neal Grimes		8	8	0	0	0
	Michele Hill		11	11	0	0	0
	Larry K. Hogan, Sr.		2	2	0	0	0
	Joe Leonard		9	9	0	0	0
	James M. Mills		4	4	0	0	0
	Jane Wilder Murphy		12	12	0	0	0

Contest	Choice	Party	Total Votes	Election Day	One Stop	Abs Mail	Provisional
CITY OF THOMASVILLE CITY COUNCIL	Wendy B. Sellars		7	7	0	0	0
	Pat Harris Shelton		7	7	0	0	0
	Scott Styers		10	10	0	0	0
	Nat P. Walker		6	6	0	0	0
	Write-In (Miscellaneous)		1	1	0	0	0
CITY OF TRINITY CITY COUNCIL AT-LARGE	Carlton Boyles		65	65	0	0	0
	Linda M. Gantt		168	163	5	0	0
	Tommy Johnson		167	162	5	0	0
	Write-In (Miscellaneous)		2	2	0	0	0
ASHEBORO CITY SCHOOLS BOARD OF EDUCATION	Baxter H. Hammer		686	441	236	9	0
	Joyce Harrington		656	392	256	8	0
	Beth Knott		900	595	296	9	0
	Jeni Martin		421	261	156	4	0
	Archie Priest, Jr.		867	546	314	7	0
	Gwen Williams		612	385	224	3	0
	Write-In (Miscellaneous)		19	17	2	0	0
Town of Liberty Charter Amendment	Yes		116	113	3	0	0
	No		286	282	4	0	0
Town of Ramseur Malt Beverage Election	For		186	161	23	2	0
	Against		114	101	13	0	0
Town of Ramseur Unfortified Wine Election	For		187	163	22	2	0
	Against		112	100	12	0	0
Town of Ramseur ABC Store Election	For		187	161	24	2	0
	Against		114	102	12	0	0
Town of Ramseur Mixed Beverage Election	For		190	164	24	2	0
	Against		111	98	13	0	0

Item 4

RZ-15-09: Rezone from Medium-Density Residential (R10) and Conditional Use General Commercial (CU-B2) to B2 (General Commercial)

(Margie Trogdon and Michael Foley: 1801, 1827, and 1831 South Fayetteville 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-15-09**

Date 10/5/2015 Planning Board

Applicant Michael Foley and Margie Trogdon

Legal Description

The property of Michael Foley located at 1801 S. Fayetteville St., totaling approximately 2.19 acres (+/-) & more specifically identified by a portion of Randolph Co. Parcel ID Number (PIN) 7750737415 & the property of Margie M. Trogdon and James P. Trogdon, located at 1827 and 1831 S. Fayetteville St. totaling approximately 1.86 acres & more specifically identified by a portion of Randolph Co. PIN 7750733691.

Requested Action Rezone from R10 (Medium-Density Residential) and CU-B2 (Conditional Use General Commercial) to B2 (General Commercial)

Existing Zone R10/CUB2

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-15-09**

Date 10/5/2015 PB
11/5/2015 and 12/10/15 CC

General Information

Applicant Margie Trogdon and Michael Foley

Address 329 Newbern Ave. Asheboro, NC 27205 (Trogdon) and PO Box 7348 Greensboro, NC 27417 (Foley)

City SEE ABOVE

Phone 336-302-2630 (Trogdon); 336-314-5026 (Foley)

Location 1801, 1827, and 1831 South Fayetteville Street

Requested Action Rezone property from CU-B2 (Conditional Use General Commercial) and R10 (Medium-Density Residential) to B2 (General Commercial)

Existing Zone CUB2/R10

Existing Land Use Single-family residence/Indoor Commercial Recreation

Size 4.05 acres (total in both tracts)

Pin # 7750734715 & 7750733691

Applicant's Reasons as stated on application

No errors- B2 zoning will allow more flexibility with marketing the property. B2 is a more appropriate zoning for this area and meets the intent of the Land Development Plan. This will reclassify this property as commercial which is consistent with the intent of the Land Development Plan. We believe that this will help market and occupy the property.

Surrounding Land Use

North Commercial/Single- and Multi-family residential

East Single-family residential/Industrial (manufacturing)

South Commercial

West Industrial/Commercial

Zoning History RZ-86-29 (1986): 1801 South Fayetteville Street was rezoned from RA6 (High Density Residential) to CUB2 (Conditional Use General Commercial) and a conditional use permit was issued for skating rink.

Legal Description

The property of Michael Foley located at 1801 S. Fayetteville St., totaling approximately 2.19 acres (+/-) & more specifically identified by a portion of Randolph Co. Parcel ID Number (PIN) 7750737415 & the property of Margie M. Trogdon and James P. Trogdon, located at 1827 and 1831 S. Fayetteville St. totaling approximately 1.86 acres & more specifically identified by a portion of Randolph Co. PIN 7750733691.

Analysis

1. The property is located outside of the city limits. City water and sewer are available to the existing structures. New development proposed to connect to city services will require the entire tax parcel(s) to be annexed.
2. South Fayetteville Street is a state-maintained major thoroughfare. Foster Street is a state-maintained road.
3. The existing B2 zoning on both parcels currently extends approximately 220' to 250' from the public right-of-way into the property.
4. The portion of the property located at 1827 South Fayetteville Street that is zoned B2 was previously used for a small child day care center and for single-family residential purposes. A separate structure on the property (1831 South Fayetteville Street) has been removed.
5. South Fayetteville Street consists of primarily commercial uses, with some industrial uses on the west side of the corridor. Residential uses (primarily single-family with some two- and multi-family dwellings) are to the east of the subject property.
6. The intent of the B2 district is "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 minor thoroughfares or higher classification streets, but never local residential streets."

Rezoning Staff Report

RZ Case # **RZ-15-09**

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	Adjacent Developed

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 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

LDP Goals/Policies Which Do Not Support Request

Recommendation Approve

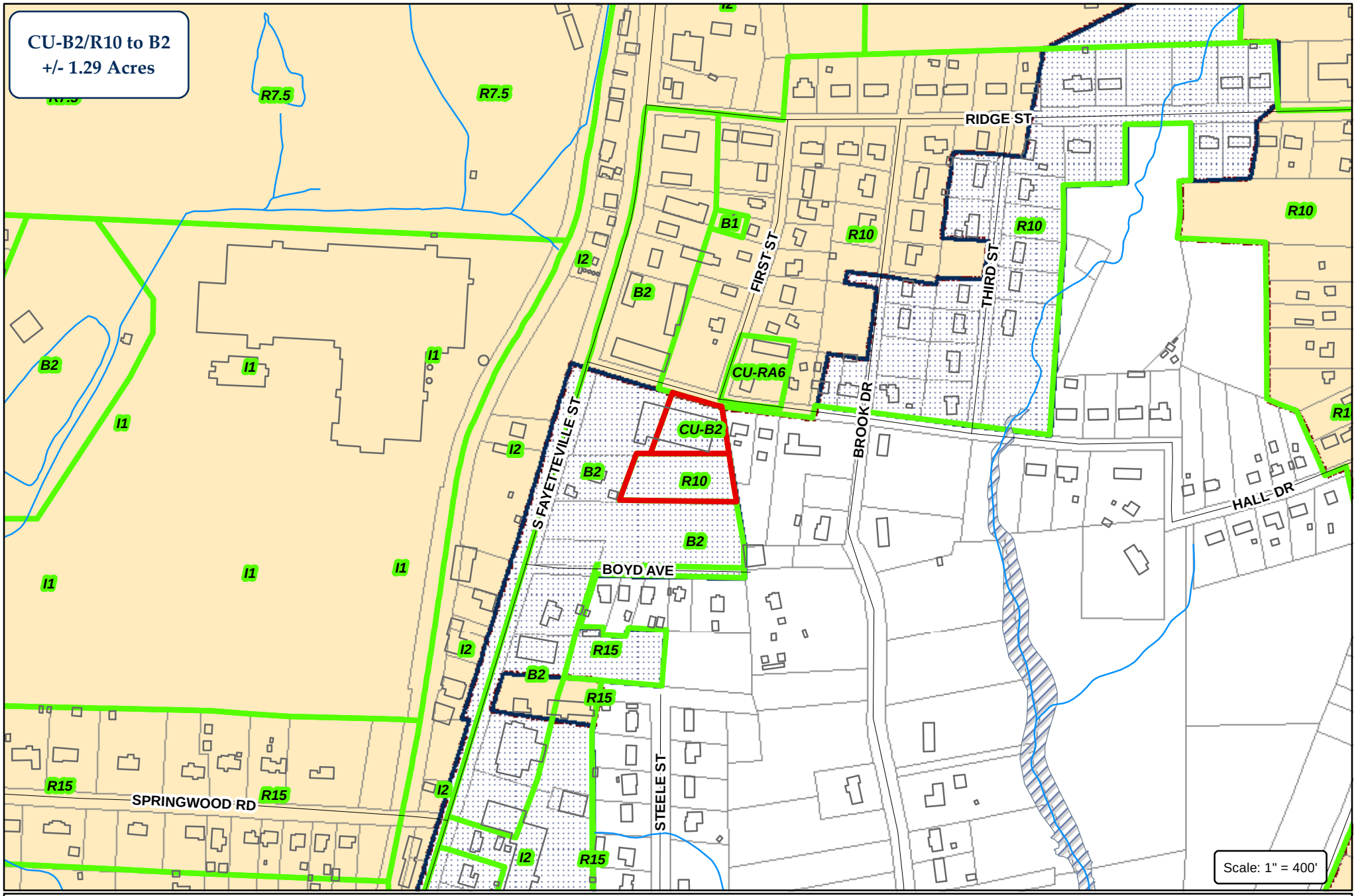
Reason for Recommendation

Several factors support the B2 (General Commercial) rezoning request. The Land Development Plan proposed land use map designates the property for commercial use. Much of the property is currently zoned B2 or CU-B2 (Conditional Use General Commercial) and has a history of non-residential use.

The property is located along South Fayetteville Street, which the Central Small Area Plan acknowledges is suited for commercial development. Furthermore, designating the property with one zoning district (B2) will allow greater flexibility to develop the property while buffer/screening requirements will ensure any potential negative impacts to adjoining residential properties are mitigated.

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

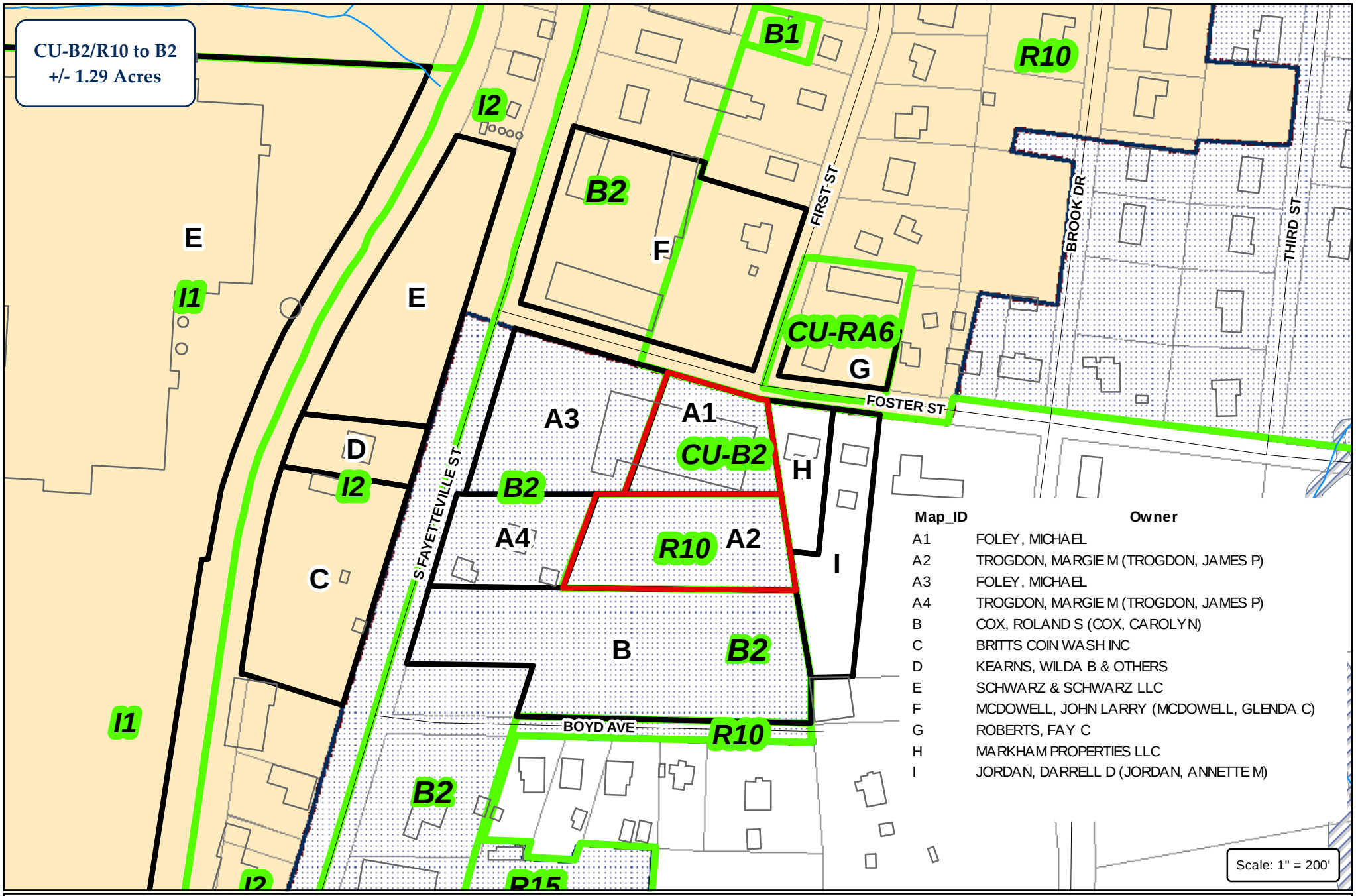
Considering the above factors detailed in the recommendation above, staff believes the General Commercial (B2) designation is in the public interest by allowing a reasonable use of the property and ensuring consistency with the LDP.



City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-15-09

Parcels: 7750734715 (pt.) & 7750733691 (pt.)

Subject Property
Zoning
City Limits
ETJ

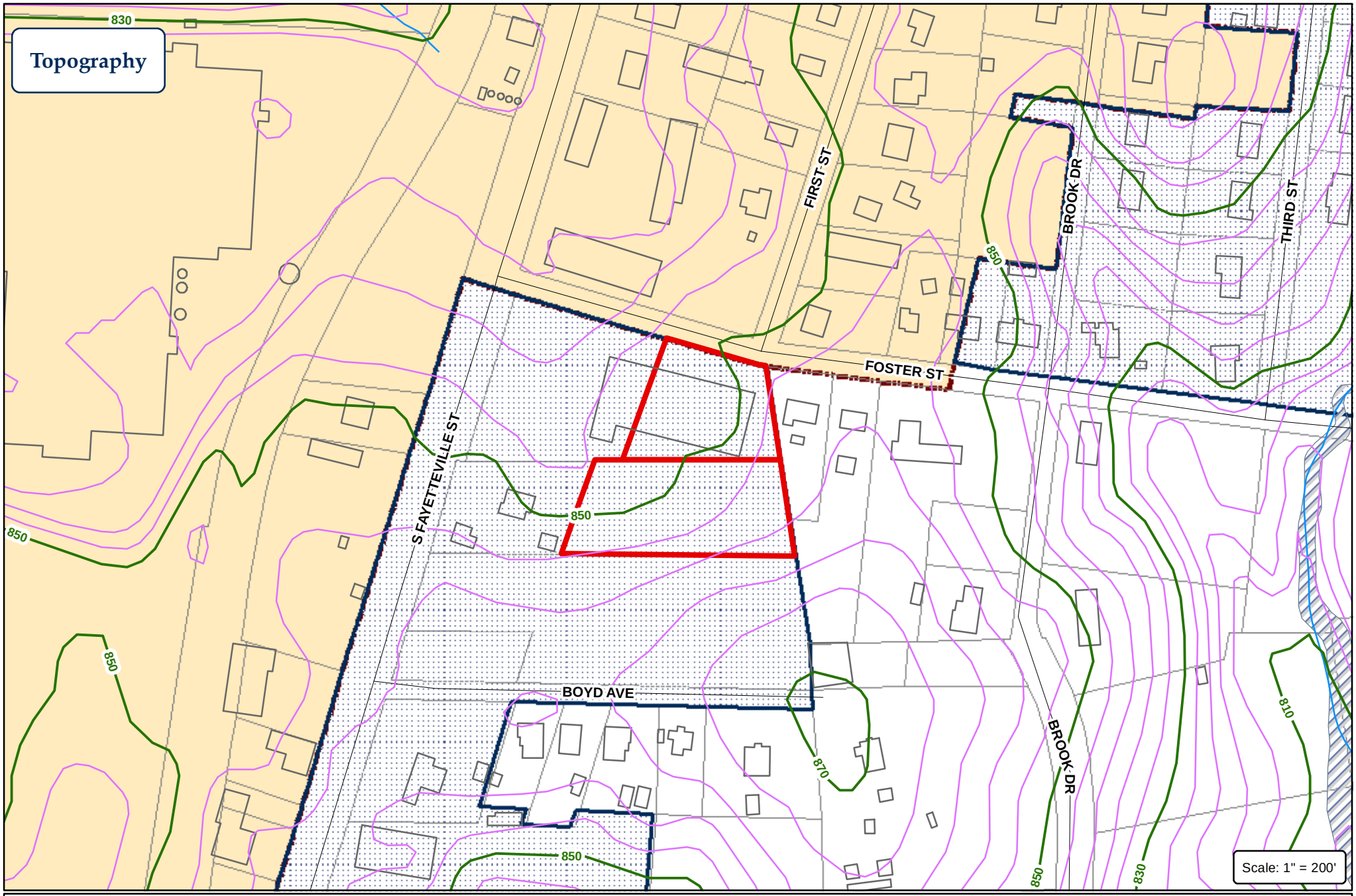


City of Asheboro
Planning & Zoning Department

Rezoning Case: RZ-15-09

Parcels: 7750734715 (pt.) & 7750733691 (pt.)

Subject Property
Zoning
City Limits
ETJ



City of Asheboro
Planning & Zoning Department

Rezoning Case: RZ-15-09

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Subject Property
City Limits
ETJ

City of Asheboro
Planning & Zoning Department

Rezoning Case: RZ-15-09

Parcels: 7750734715 (pt.) & 7750733691 (pt.)

Subject Property
Zoning

REQUEST TO NAME A PORTION OF NORTH CAROLINA HIGHWAY 49 WITHIN THE ASHEBORO CORPORATE LIMITS IN HONOR OF THE HONORABLE TALMADGE S. BAKER IN RECOGNITION OF HIS COMMITTMENT TO IMPROVING THE REGION'S TRANSPORTATION INFRASTRUCTURE

WHEREAS, the Asheboro/Randolph Chamber of Commerce and the City of Asheboro would like to honor the dedicated service of The Honorable Talmadge S. Baker towards improving transportation infrastructure in the City of Asheboro and Randolph County; and

WHEREAS, due to Mr. Baker's tireless efforts campaigning for transportation investments in Randolph County highways during well over a decade of service on the Technical Advisory Committee of the region's Rural Planning Organization (PTRPO) and I-73/I-74/I-75 Corridor Association, Randolph County possesses an efficient and effective transportation network; and

WHEREAS, with Mr. Baker's leadership as Chairman of the PTRPO's Technical Advisory Committee, numerous projects important to the economic viability of Randolph County, the City of Asheboro and the Piedmont Triad region have been included in State Transportation Improvement Programs; and

WHEREAS, due to Mr. Baker's commitment to work with his colleagues on the Technical Advisory Committee and officials from the North Carolina Department of Transportation, U-5813, a project to reconstruct the US Highway 64 and NC Highway 49 interchange, is included in the 2016-2025 State Transportation Improvement Program;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that the North Carolina Department of Transportation respectfully is requested to consider naming North Carolina Highway 49 from the city's southwestern corporate limits to the highway's intersection with United States Highway 64 in honor of Mr. Talmadge S. Baker.

This resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the _____ day of _____ , 20_____

_____
David H. Smith, Mayor
City of Asheboro, North Carolina

ATTEST:

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

Resolution

OF SUPPORT TO NAME A PORTION OF N.C. HIGHWAY 49 TO HONOR TALMADGE BAKER

WHEREAS, the State of North Carolina has a program where sections of roadways may be named for leaders in their communities; and

WHEREAS, Talmadge Baker has devoted his life to public service, having retired as the Randolph County Director of N.C. Cooperative Extension, serving as a Asheboro City Councilman with diligence and honor for 24 consecutive years, and Mayor Pro Tem since December 2011; and

WHEREAS, Talmadge Baker's commitment to quality roadways and transportation in North Carolina included his election as Director of the National I-73/I-74/I-75 Corridor Association dedicated to the economic success and quality of life in a six-state corridor by pursuing the planning and construction, and maintenance of Interstates 73/ 74 and 75; a position in which he served for 18 years; and

WHEREAS, Talmadge Baker was unanimously elected by all the municipalities within Randolph County to serve as their municipal representative to the Piedmont Triad Rural Planning Organization and has served since its inception in 2002 until present; and was Chairman from 2003 until December 2014; and

WHEREAS, Talmadge Baker will retire from the Asheboro City Council at the end of his current term in December, 2015; and

WHEREAS, naming a section of N.C. Highway 49 located within Asheboro Township, Randolph County, N.C. would provide lasting public recognition for the contributions Talmadge Baker has made to quality transportation in North Carolina.

NOW THEREFORE BE IT RESOLVED that the Randolph County Board of Commissioners hereby requests that the North Carolina Board of Transportation name a section of N.C. Highway 49 between the city limits on the southwestern edge of town to where the highway intersects U.S. Highway 64 to the east in the City of Asheboro in honor of Talmadge Baker for his service to the community, City of Asheboro, County of Randolph, and State of North Carolina, and that appropriate signage be placed along the roadway.

Adopted this day, October 5, 2015.

Darrell Frye

Darrell Frye, Chairman
Randolph County Board of Commissioners

Honorary Designation for State Roads/Bridges/Ferries - Certification by Town/County Official

Full Name of honorary ***Talmadge Spurgeon Baker***

Character Reference - (to be completed by local town/county official)

1. Are you aware of any criminal charges pending against the honorary or if they have ever been convicted of any crime anywhere, including in federal, state, local, military and tribal courts? If yes, please explain.

   No.

2. Do you know if the honorary has ever been **charged** with a criminal act? If yes, please explain.

   To the best of my knowledge, the honorary has not.

3. Are you aware of any controversial matter in which the honorary has been involved? If yes, please explain.

   No.

4. Is there any information regarding the character of the honorary that you feel is pertinent?

   Mr. Baker's principled character is beyond doubt. During the city's solicitation for comments on the proposal, citizens and community organizations familiar with Talmadge enthusiastically supported this effort without hesitation, both because of his work on transportation issues and due to his unequaled integrity.

I hereby state that the information contained above is true and accurate to the best of my knowledge. In the event that information is later confirmed that was not included on this form or incomplete, the Board of Transportation reserves the right to revoke the designation.

This the 14th day of October, 2015

John N. Ogburn, III City Manager

(printed name of local official performing character reference)

Sworn to and subscribed before me

This the 14 day of October, 2015

Notary Public

My commission expires: 12-18-2016

RANDOLPH COUNTY, NC NOTARY PUBLIC BRADLEY HORTON

ROTARY DISTRICT 7690

PIEDMONT, NORTH CAROLINA, USA
ZONE 33

9/29/2015

John Grey,
Asheboro Rotary Club
P.O. Box 1281
Asheboro, NC 27204

John Ogburn, City Manager
City of Asheboro
P.O. Box 1106
Asheboro, NC 27204

Dear John;

On behalf of the Asheboro Rotary Club we support the naming of a portion of NC Highway 49 in honor of Talmadge Baker. Talmadge has been a valuable member of the Asheboro Rotary Club since 1979. He has been a Board Member, past President (1987-1988), a Paul Harris Fellow and a Sustaining Member. His contributions to our club mirror his contributions to our community which have been vast. He represents what we all want in an active resident and community leader.

We are proud to have Talmadge as a part of our organization and thrilled to hear he is getting some of the recognition he deserves. Please let us know if you would like further information from us for this recognition.

Sincerely

John Grey
2015 – 2016 President
Asheboro Rotary Club

Be a gift to the world

Asheboro Rotary Club

Asheboro/Randolph CHAMBER
137 South Fayetteville Street
Asheboro, NC 27203
(336)626-2626
www.chamber.asheboro.com
find us on facebook

August 31, 2015

John Ogburn
City Manager
PO Box 1106
Asheboro, NC 27204

Dear Mr. Ogburn,

This letter is to formally request, on behalf of the Asheboro/Randolph Chamber of Commerce, that the City of Asheboro pursues the naming of NC Highway 49 from the southwest Asheboro City Limits to the highway's intersection with US Highway 64 in honor of Council man Talmadge Baker.

In addition to Talmadge's devoted service as a member of the Asheboro City Council, he has also selflessly donated his time and passion for this community to numerous business and civic organizations, including the Chamber of Commerce.

The naming of NC Highway 49 in recognition of Talmadge is entirely appropriate in light of his years of devotion to improving the local and regional transportation network through participation on city, state, and inter-state transportation committees, several of which he chaired or co-chaired.

The Asheboro/Randolph Chamber of Commerce genuinely appreciates the City of Asheboro's consideration of this request.

Respectfully,

Linda Brown, President

Jerry Moore, Chairman of the Board

SUB-15-01: Final Plat for Section II, Phase III of Olde Towne Village

Olde Towne Village, LLC

Staff Report

SUBDIVISION STAFF REPORT
Final Plat

CASE #	SUB-15-01	**Date**	12/7/2015 PB and 12/10/2015 CC

GENERAL INFORMATION

Subdivision Name	Olde Towne Village (Phase III)
Requested Action	Subdivision Final Plat
Applicant	Olde Towne Village, LLC c/o Duane Cathell
Address	5495-S New Albany Road W.; New Albany, OH 43054
Phone	614-496-6415
Location	Southern Terminus of Olde Towne Parkway

PARCEL INFORMATION

PIN	7741971724		
Size	6.03 acres (+/-) plus 12 acre future development area	**Number of Lots**	3 + common area+ future development area
Existing Zoning	R15	**Average Lot Size**	3,815 sq. ft. (for PUD lots) + common area/ future development area
Existing Land Use	Undeveloped		

Surrounding Land Use

North	Residential PUD	**East**	Low-density residential/undeveloped
South	Undeveloped	**West**	Low-density residential/ R15 Subdivision

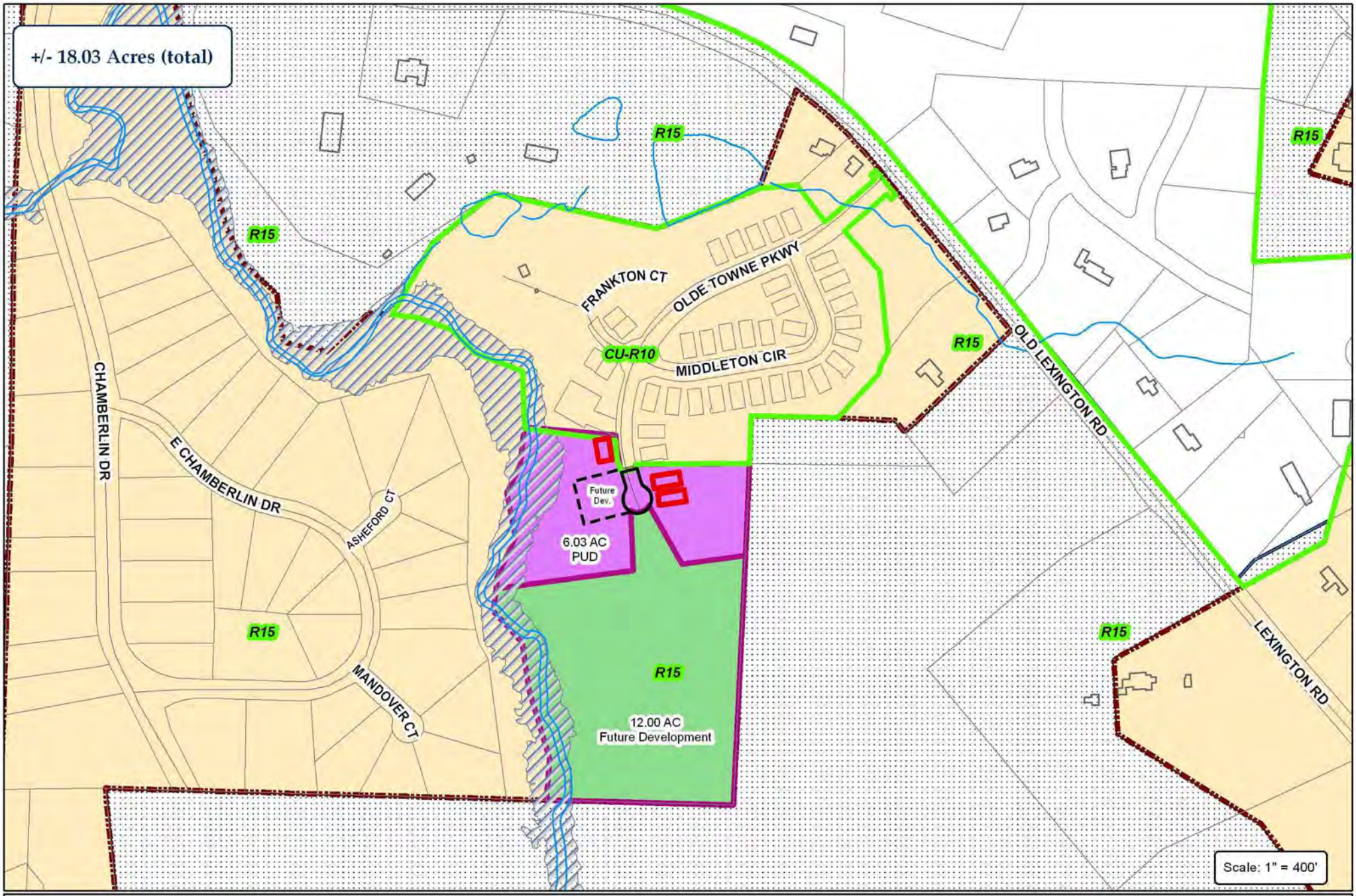
LAND DEVELOPMENT PLAN

Growth Strategy Map	Long-Range Growth
Proposed Land Use Map	Suburban Residential
Small Area Plan Map	Northwest
Identified Activity Center?	No
Development Issues	In March, 2015, a Special Use Permit and subdivision sketch design were approved for this Residential Planned Unit Development consisting of five (5) single family detached dwellings. This approval included a variance from the requirement for recreation space mandated by the Asheboro Subdivision Ordinance for this phase of the development only The purpose of this plat is to record an additional 134' of public right-of-way along Olde Parkway (ending in a cul-de-sac), 3 PUD lots, and common area. Future development area is also shown on the property.

SUBDIVISION STAFF REPORT
Final Plat

DEPARTMENT COMMENTS

Engineering	1. There were no plat comments. 2. As-built drawings and engineering certification of water and sewer lines have been submitted and, as of 12-2-2015, are being reviewed.
Public Works	As permitted by the Subdivision Ordinance, uncompleted improvements must be guaranteed. An estimate for these uncompleted improvements has been submitted and, as of 12-2-2015, is being reviewed.
Planning	Plat comments have been addressed. HOA documents (including prohibition of recreational vehicles) must be recorded with the final plat.
Other	
Staff Recommendation	Approve noting above comments.
Planning Board Recommendation	The Planning Board will consider this request during its December 7, 2015 meeting.

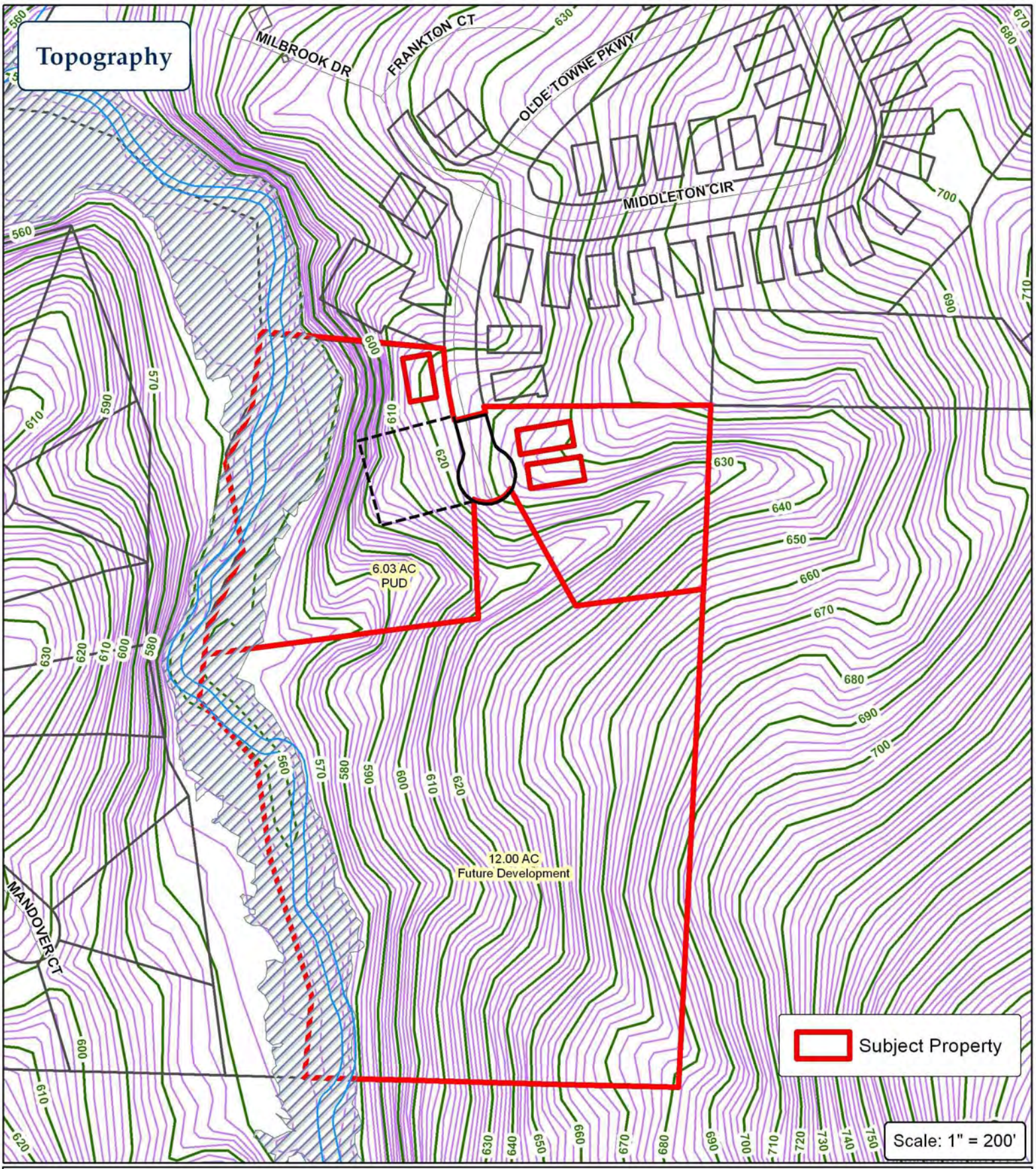


CITY OF ASHEBORO
NORTH CAROLINA
Exactly where you want to be.

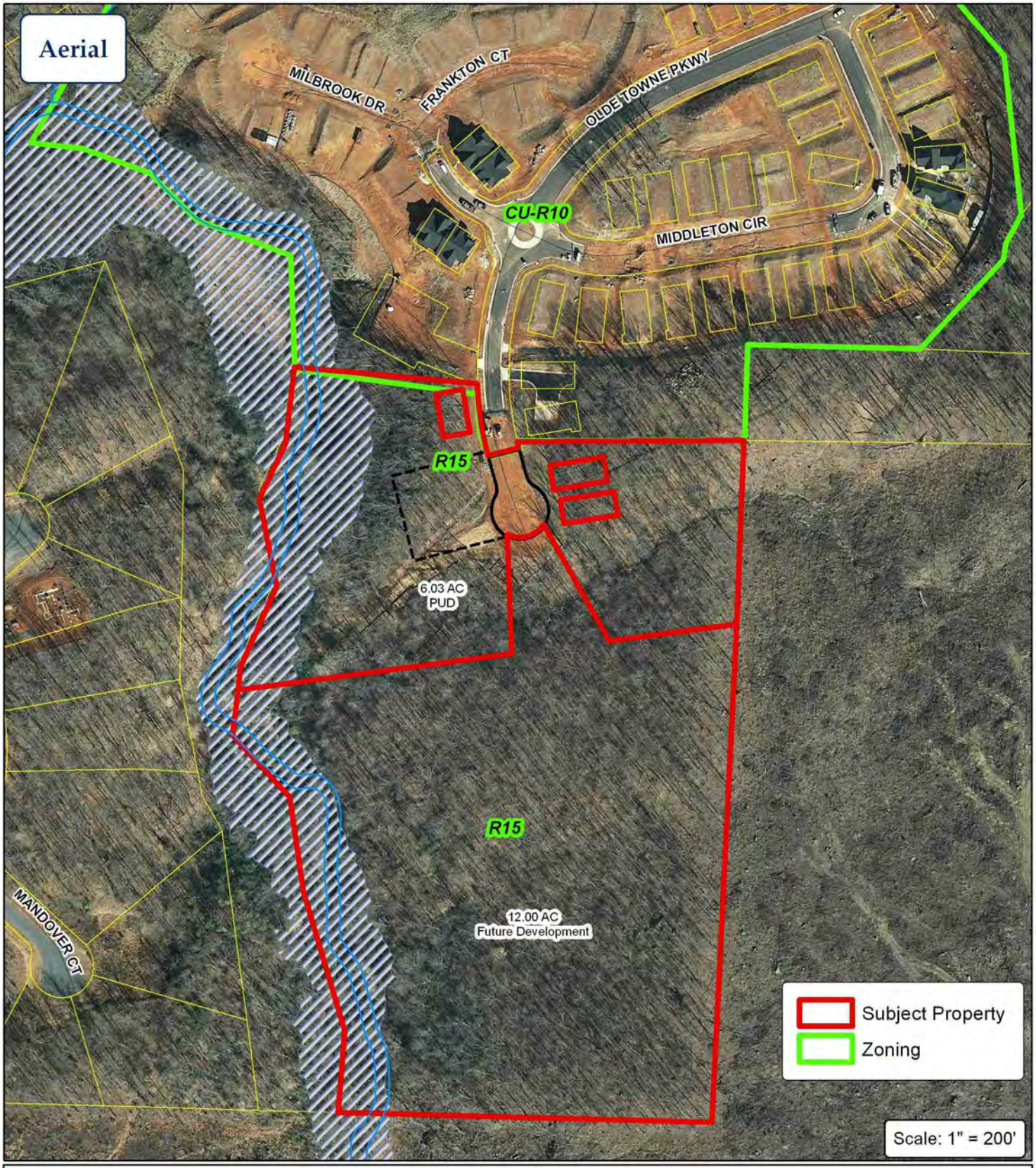
Future Development
PUD

City of Asheboro
Planning & Zoning Department
Subdivision Case: SUB-15-01
Special Use Permit: SUP-15-02
Parcel: 7741879667

Subject Property
Zoning
City Limits
ETJ



City of Asheboro
Planning & Zoning Department
Subdivision Case: SUB-15-01
Special Use Permit: SUP-15-02
Parcels: 7741879667



City of Asheboro
Planning & Zoning Department
Subdivision Case: SUB-15-01
Special Use Permit: SUP-15-02
Parcel: 7741879667

Subdivision Text Amendment Case #12-2015

Proposed text amendments to the Asheboro Subdivision Ordinance:

Article X, Section IV (F) (Street Trees within Planned Unit Developments)

Staff Report

SUBDIVISION STAFF REPORT

Case #: Text Amendment 12/2015 **Date:** **12-7-2015 PB**
12-10-2015 CC

SUBDIVISION ORDINANCE

GENERAL INFORMATION:

Applicant: City of Asheboro
Address: 146 N. Church Street
Phone: 626-1201

Requested Action: Amend Subdivision Ordinance, Article X (Planned Unit Developments).

Legal Description: Amend Asheboro Subdivision Ordinance, Article X (Planned Unit Developments), Section IV(F) and Appendix A, concerning Street Trees within PUDs, including specifically modifying the expiration clause of these provisions.

ANALYSIS:

In 2008, the Subdivision Ordinance was amended to provide for the inclusion of Street Trees within Planned Unit Developments. Attached to this report is the existing Subdivision Ordinance providing for street trees within Planned Unit Developments (PUDs). This section of the Subdivision Ordinance contains an expiration (sunset clause), which originally was set to expire on December 31, 2010 so the feasibility of including street trees in PUDs could be determined. This sunset clause was extended in 2010 to December 31, 2012, and again in 2012 until December 31, 2015.

The street trees that have been planted using these provisions have continued to mature since the last Ordinance extension in 2012. However, due to the economic conditions during much of the program's history, the program has not had an opportunity to be fully tested to determine its feasibility. Recognizing that the number of locations in which street trees planted using these provisions is limited, and the need to accurately assess that the current program is effective, staff recommends extending the sunset clause until December 31, 2018.

STAFF RECOMMENDATION:

Approve the proposed amendment.

ARTICLE X
PLANNED UNIT DEVELOPMENTS

....

F. Street Trees

Street trees may be included within the public right-of-way of a public street within a planned unit development. Street trees may be planted in a planting strip between the sidewalk and the street. Street trees, when utilized, shall have a minimum caliper of 2 inches measured 6 inches above the ground. Plant materials should be selected which are appropriate to soil and site conditions. It is recommended that species be selected which are resistant to heat, drought, insects, and diseases and which require little maintenance. Selected plant materials shall meet the requirements and be installed according to ANLA (American Nursery and Landscape Association) standards.

Recommended street trees include the following (listed by common name):

Large Trees (Mature Height Greater than 50 feet):

-Green Ash
-Thornless Honey Locust
-Dawn Redwood
-London Planetree
-Swamp White Oak
-Shingle Oak
-Overcup Oak
-Pin Oak
-Willow Oak
-Northern Red Oak
-Shumard Oak
-Live Oak
-Japanese Pagodatree
-Bald Cypress
-Silver Linden
-Lacebark Elm
-Japanese Zelkova

Medium Trees (Mature Height between 35 feet and 50 feet):

-Red Maple
-Horsechestnut
-Red Horsechestnut
-European Hornbeam
-American Hornbeam
-Sugar Hackberry
-Turkish Filbert
-Easter Redcedar
-Golden Raintree
-Amur Corktree
-Sargent Cherry

Small Trees (Mature Height less than 35 feet)

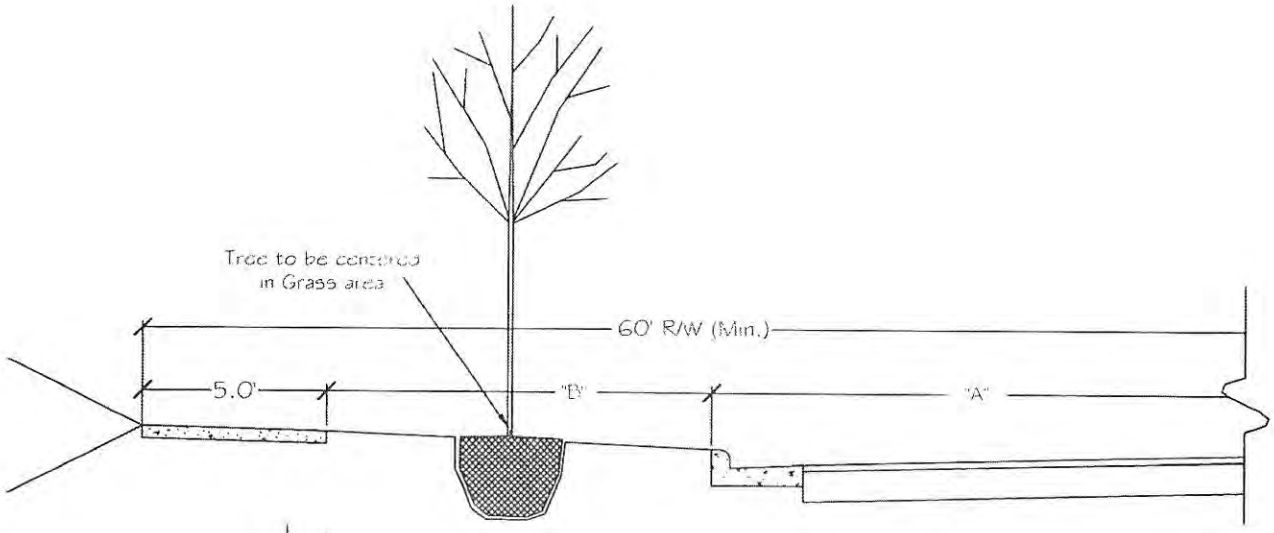
-Hedge Maple
-Serviceberry
-Eastern Redbud
-Chinese fringetree
-Carolina Cherry Laurel
-Kousa Dogwood
-Green Hawthorn
-Carolina Silverbell
-Crapemyrtle
-Chokecherry
-Amur Maackia
-Flowering Crabapple
-Chinese Pistache
-Japanese Tree Lilac

Street trees shall be planted and maintained in accordance with design standards as shown in Article X, Appendix A (Street Tree Cross Section). Maintenance of street trees shall be the responsibility of the planned unit development homeowners' association. A maintenance agreement in perpetuity for

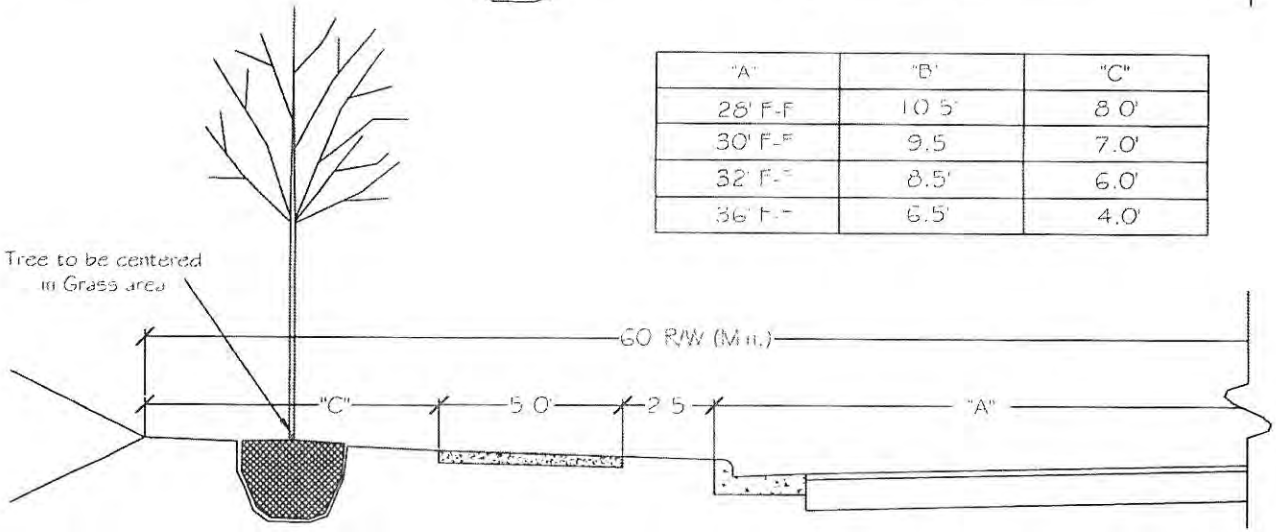
the street trees shall be included in the homeowners' association documents that shall be recorded with any final plat.

The homeowners' association shall remove, thin, prune, spray, stake, and otherwise maintain street trees in accordance with generally accepted standards of the landscaping industry. All incurred costs are to be borne by the homeowners' association. The City may remove from the public right-of-way without notice any planting or portion thereof which in the sole discretion of the City constitutes a hazard or may endanger the public health or safety or which constitutes an obstruction to the vision of traffic. The City does not assume liability for street trees. The City does not assume any responsibility or liability for the maintenance and preservation of street trees installed pursuant to this section. If any street trees installed pursuant to this section are not maintained in accordance with generally accepted industry standards, the city, upon thirty (30) days written notice to the homeowners' association, may remove the plantings from the right of way

This subsection (Article X, Section IV.F) is an Ordinance to determine the feasibility of a system of street tree plantings. The provisions of this subsection shall expire as of midnight, December 31, ~~2015~~ 2018 without further action by City Council.



"A"	"B"	"C"
28' F-F	10.5'	8.0'
30' F-F	9.5	7.0'
32' F-F	8.5'	6.0'
36' F-F	6.5'	4.0'



Appendix "A"

Street Tree Cross Section

February, 2008 Not To Scale

Drawing By City of Asheboro

Appendix A: Approved Street Trees

Large Trees (Mature Height Greater than 50 feet):

-Green Ash
-Thornless Honey Locust
-Dawn Redwood

-Overcup Oak
-Pin Oak
-Willow Oak

-Japanese Pagodatree
-Bald Cypress

-London Planetree
-Swamp White Oak
-Shingle Oak

-Northern Red Oak
-Shumard Oak
-Live Oak

-Silver Linden
-Lacebark Elm
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Medium Trees (Mature Height between 35 feet and 50 feet):

-Red Maple
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-Green Hawthorn
-Carolina Silverbell
-Crapemyrtle
-Chokecherry

-Amur Maackia
-Flowering Crabapple
-Chinese Pistache
-Japanese Tree Lilac

Council meeting dates for 2016:

January	7, 2016
February	4, 2016
March	10, 2016
April	7, 2016
May	5, 2016
June	9, 2016
July	14, 2016
August	4, 2016
September	15, 2016
October	6, 2016
November	10, 2016
December	8, 2016

Item 10

ORDINANCE TO AMEND
THE WATER AND SEWER SYSTEMS IMPROVEMENT FUND (#70)
FY 2015-2016

WHEREAS, in June 2014, the City Council approved a Water & Sewer Capital Improvement Plan and one of the improvements identified in this plan was replacement of filters, originally installed in 1986, at the Water Treatment Plant. In addition to replacing filters that have been operating past their useful life, this project involved removing filter media down to the ceramic tile drains, drain inspection and replacement as needed, installation of an air scour filter wash system to replace the existing filter sweep system and the addition of blowers for the air scour system, and;

WHEREAS, the City of Asheboro submitted final documentation for a request for funding to the Department of Environmental Quality (DEQ) in June 2015 and the Local Government Commission approved the debt request in July 2015, and

WHEREAS, the City of Asheboro City Council approved the contract for the project (project # WIF-1887) on May 7, 2015, and;

WHEREAS, the project will be funded by a DWSRF loan in the amount up to $2,082,070 at a 0% interest with no local match from the City of Asheboro, and;

WHEREAS, the Water and Sewer Systems Improvement Project Fund budget needs to be amended to account for this projects revenues and expenditures, and:

WHEREAS, the City Council of the City of Asheboro desires to amend the budget as required by law and 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 changed:

Account	Revenue Description	Increase
70-380-0001	DWSRF Loan	1,335,239

Section 2: That the following Expense line items are changed:

Account	Expense Description	Increase
70-880-0001	Construction Cost	962,176
70-880-0002	Contingency	48,109
70-880-0003	Filter Repair & Painting	188,000
70-880-0004	Design	26,000
70-880-0005	Construction Administration	13,500
70-880-0006	Construction Observation	9,000
70-880-0007	Engineering Services	47,700
70-880-0008	Funding Administration	13,500
70-880-0009	Closing Fee	26,182
70-880-0010	Miscellaneous (legal, testing, etc.)	1,072
	Total	1,335,239

ORDINANCE TO AMEND
THE WATER AND SEWER SYSTEMS IMPROVEMENT FUND (#70)
FY 2015-2016

Adopted this the 10th day of December, 2015.

_____
David H. Smith, Mayor

ATTEST:

_____
Holly H. Doerr, CMC, NCCMC, City Clerk

LEASE AGREEMENT FOR FIXED BASE OPERATOR OF THE ASHEBORO REGIONAL AIRPORT

THIS LEASE AND OPERATING AGREEMENT (the "Agreement") is made and entered into this _____ day of December, 2015, by and between the City of Asheboro, a North Carolina municipal corporation located in Randolph County, North Carolina, (the "Lessor") and Cardinal Air, LLC, a North Carolina limited liability company with its principal office located at 80 Aviation Drive, Siler City, North Carolina 27344 (the "Lessee").

WITNESSETH:

WHEREAS, Lessor owns the Asheboro Regional Airport (the "Airport") that is located in Randolph County, North Carolina; and

WHEREAS, fixed base operation services are essential to the proper accommodation of general and commercial aviation at the Airport; and

WHEREAS, Lessor desires to make such services available at the Airport and Lessee is qualified, ready, willing, able, and currently providing such services;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE I
TERM

The intent of the Lessor and Lessee is for this Agreement to have an initial 3-year term that will commence at 12:01 a.m. on January 1, 2016, and will expire at midnight on December 31, 2018, unless earlier terminated under the provisions of this Agreement. Subject to the terms and conditions found herein, this Agreement will automatically renew for one additional 3-year renewal term upon the same terms and conditions unless either the Lessor or Lessee notifies the other party in writing of the intent not to renew this Agreement at least 60 calendar days prior to the expiration of the initial lease term.

If such an automatic renewal term is allowed to commence, the renewal term for this Agreement will commence at 12:01 a.m. on January 1, 2019, and will expire at midnight on December 31, 2021. Alternatively, upon delivery of the above-referenced 60-day notice of non-renewal, this Agreement will conclusively terminate at midnight on December 31, 2018. Delivery of the notice of non-renewal shall be deemed to be proper and effective when such notice is given in accordance with the notice provisions found in this Agreement's Article XV, Paragraph C. If the Lessee fails to surrender the demised premises upon the early termination or expiration of the Agreement, there shall be no renewal of this Agreement or exercise of an option by operation of law.

ARTICLE II
LEASED PREMISES

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the following described improvements that are identified and shown on Schedule "C" (Amended October 2013), which is attached hereto as EXHIBIT 1 and incorporated herein by reference, (the "Premises") together with the right of ingress and egress for both vehicles and aircraft:

1. "T" Hangars: Two 8-unit "T" hangars shown on Schedule "C."

2. Maintenance Building: Shown on Schedule "C."

3. FBO Administration Building (Terminal Building): The entire FBO Administration Building shown on Schedule "C," which includes the FBO office, manager's office, training room on the south side of the building, lounge, conference room, restrooms, and snack area. The lounge, conference room, restrooms, and snack area must be open to the public during normal operating hours.

4. Avgas and Jet Fuel Facilities.

5. North Apron: Shown on Schedule "C."

6. South Apron: Shown on Schedule "C."

ARTICLE III
RIGHTS AND OBLIGATIONS OF LESSEE

A. Required Services. Lessee is hereby granted the non-exclusive privilege to engage in, and Lessee agrees to engage in, the business of providing fixed base operation services as hereinafter identified, at the Airport every day during the hours of 8 A.M. until sunset or 8 P.M., whichever occurs first, with only fuel sales required on Sunday and national holidays. Services required of the Lessee shall be as follows:

1. Lessee is to operate and provide management of all the Premises and the public and other non-commercial facilities on the Airport premises for the public and the Lessor in return for the use of the leased facilities. The leased facilities are described in Article II. The public facilities include the runway, taxiways, runway and taxiway lighting, REIL, NDB, PAPI, AWOS, auto parking area, access road, windsock, and area lighting. In the terminal building, the public facilities include the lobby, restrooms, vending/snack area, and conference room. Other non-commercial facilities shall include existing and future hangars or facilities not intended for commercial use and not leased to another tenant, and not part of the leased or public property. Operation by the Lessee includes maintaining clean facilities and providing operational maintenance.

2. Lessee is to provide a UNICOM radio station (The City reserves the right to license the UNICOM in its own name with access to be provided to the UNICOM for one or more lessees).

3. The Lessee will monitor the NDB and AWOS on monitors provided by the Lessor.

4. The Lessee will file and rescind NOTAMS as required.

5. The Lessee will provide repair and maintenance services for based and transient aircraft. Lessee agrees to maintain and provide, directly or by sublease, aircraft engine, airframe, and avionics maintenance and repair services within Federal Aviation Administration (the "FAA") rules and regulations, and the Lessee further agrees to observe and be responsible for all environmental regulations relative to all of its operations. The Lessor reserves the right to approve or disapprove with or without cause all sublease agreements prior to execution of the agreements.

6. The Lessee is to provide sales of avionic, airframe, and engine parts and instruments and accessories.

7. The Lessee is to provide aircraft rental and flight instruction.

8. The Lessee will provide ramp service, including sale and into plane delivery of aviation gas and jet fuel, lubricants, and other related aviation products.

9. The Lessee will provide apron servicing of and assistance to aircraft, including itinerant parking, storage, and tie down service, for both based and itinerant aircraft upon or within facilities leased to Lessee or aircraft parking areas designated by Lessor.

10. The Lessee will observe and enforce the "Rules and Regulations" of the Asheboro Regional Airport.

Lessee acknowledges that, with the exception of activities in the maintenance building, no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft at the Airport from personally performing service on the individual's or entity's own aircraft or with the individual or entity's own regular employees, including maintenance and repair services.

B. Authorized and Prohibited Services. In addition to the services required to be provided by Lessee pursuant to Paragraph A above, Lessee is authorized but not required to provide the following services and to engage in the following activities:

1. Ramp service at the Main Terminal or other Airport locations; loading and unloading of non-air carrier passengers, baggage, mail, and freight; and providing of ramp equipment, aircraft cleaning, and other services for other persons or firms.

2. Special flight services, including, without limitation, aerial sight-seeing, aerial advertising, and aerial photography.

3. The sale of new and used aircraft.

4. Aircraft charter operations; said operations may be conducted by Lessee or a subcontractor of Lessee.

5. The Lessee may use the snack area in the terminal building for drink and snack machines and microwave, toaster, coffee pot, or similar device(s). A restaurant is not permitted. No business use is permitted in the lobby.

6. The Lessee is authorized to use the conference room in the terminal building for business purposes, provided that the public is given priority use.

C. Operating Standards. In providing any of the required and/or authorized services or activities specified in this Agreement, Lessee shall operate for the use and benefit of the public and shall meet or exceed the following standards:

1. Lessee shall furnish service on a fair, reasonable, and non-discriminatory basis to all users of the Airport. Lessee shall furnish good, prompt, and efficient service that is adequate to meet all reasonable and customary demands for its services at the Airport. Lessee shall charge fair, reasonable, and non-discriminatory prices for each unit of sale or service; provided, however, that Lessee may be allowed to give reasonable discounts, rebates, or similar types of price reductions to volume purchasers so long as such discounts are not provided on the basis of a prohibited Constitutional or statutory factor or in violation of federal, state, or local public policy.

2. Lessee shall select and appoint a manager of its operations at the Airport. The manager shall be qualified, experienced, and vested with full power and authority to act in the name of Lessee with respect to the method, manner, and conduct of the operation of the fixed base services to be provided under this Agreement. The manager shall be available at the Airport during regular business hours and, during the manager's absence, a duly authorized subordinate shall be in charge and available at the Airport to provide usual and customary services then normally available.

3. Lessee shall provide, at its sole expense, a sufficient number of employees to provide effectively and efficiently the services required or authorized under the terms and conditions of this Agreement.

4. Lessee shall control the conduct, demeanor, and appearance of its employees, who shall be trained by Lessee and who shall possess such technical qualifications and hold such certificates of qualification as may be required in order to carry out assigned duties. It shall be the responsibility of Lessee to maintain supervision over its employees and to assure a high standard of service to customers of Lessee.

5. Lessee shall meet in a timely manner all expenses and payments in connection with its lease of the Premises (except as noted in Article IV) and the rights and privileges herein granted, including sales taxes, permit fees, and license fees.

6. Lessee shall comply with all federal, state, and local laws, rules, and regulations which may apply to the conduct of the business contemplated, including by way of illustration and without limitation rules and regulations promulgated by Lessor, and Lessee shall keep in effect and post in a prominent place all necessary and/or required licenses or permits.

7. Lessee shall be responsible for the maintenance and repair of the Premises (except as noted in Article IV) and shall keep and maintain the Premises in good condition, order, and repair, and Lessee shall surrender the same upon the expiration of this Agreement in the condition in which they are required to be kept, reasonable wear and tear and damage by the elements not caused by Lessee's negligence excepted.

8. It is expressly understood and agreed that, in providing required and authorized services pursuant to this Agreement, Lessee shall have the right to choose, in its sole discretion, its vendors and suppliers.

D. Signs. During the term of this Agreement, Lessee shall have the right, at its expense, to place in or on the Premises a sign or signs identifying Lessee and its products and services. Said sign or signs shall be of a size, shape, and design, and at a location or locations approved by Lessor. Any and all such signs must conform to any overall directional graphics or sign program or ordinance established by Lessor. Lessor's approval shall not be withheld unreasonably. Notwithstanding any other provision of this Agreement, said sign(s) shall remain the property of Lessee. Lessee shall remove, at its expense, all lettering, signs, and placards so erected on the Premises at the expiration of this Agreement.

E. Non-Exclusive Right. It is not the intent of this Agreement to grant to Lessee the exclusive right to provide any or all of the services described in this article at any time during the term of this Agreement. Lessor reserves the right, at its sole discretion, to grant others certain rights and privileges at the Airport which are identical in part or in whole to those granted to Lessee. However, Lessor does covenant and agree that:

1. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the Airport;

2. Any other operator of aeronautical endeavors or activities will not be permitted to operate on the Airport under rates, terms, or conditions which are more favorable than those set forth in this Agreement; and

3. Lessor will not permit the conduct of any aeronautical endeavor or activity at the Airport except under an approved lease or operating agreement.

ARTICLE IV
APPURTENANT PRIVILEGES

A. Use of Airport Facilities. Subject to the right of the Lessor, consistent with Article V of this Agreement, to close or limit access to one or more areas on the airport grounds in order to accommodate maintenance, renovation, and/or construction activities, Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by Lessor, auto parking, and roadways.

B. Maintenance and Operation of Airport Facilities. The duties and responsibilities of the Lessor for maintenance and expenditures concerning assets of the Asheboro Regional Airport are outlined as follows:

1. The Lessor will provide structural maintenance on buildings, the runway, taxiway, ramp areas, and the Premises. In addition, the Lessor will provide grass mowing services for the airport grounds and will provide, on paved areas only, snow removal services; provided, however, snow removal on city-maintained streets, wherever they may be located, shall receive the highest priority.

2. The Lessor will provide maintenance and calibration of the NDB, rotating beacon, REILS, and PAPI.

3. The Lessor will provide electricity for operation of the runway and taxiway lighting, REIL, windsock, rotating beacon, NDB, and outside area lighting.

4. The Lessor will provide potable water and sanitary sewer services for the terminal and east maintenance hangar.

5. The Lessor will provide and pay operational costs for outside public phone service.

6. Specific duties and responsibilities of the Lessor and the Lessee for the maintenance, operation, and expenditures concerning assets of the Asheboro Regional Airport are itemized as follows:

ASSET	LESSEE	LESSOR
Airfield	Manages; Post NOTAMS	Pays Maintenance & Mowing
Runway/Lighting	Manages; Replaces Lamps	Pays Lamps, Maintenance, & Electricity; Removes Snow
Windsock	Manages; Replaces Lamps/Sock	Pays Maintenance, Lamps, & Electricity
NDB/AWOS Monitors	Manages/Monitors	Pays Maintenance & NDB/ AWOS Electricity
Light Beacon	Manages	Pays Maintenance & Electricity
Apron-North	Manages; Receives Full Rent; Provides Tie Down Ropes (Rental Rate to be Approved by Asheboro Airport Authority)	Pays Maintenance; Removes Snow
Fuel Facilities	Rent Free Use; Monitors Fuel On Daily Basis; Provides Operational Maintenance (Filters, Quality Control, and Clean-up); Pays 5% Of Gross Receipts from Flowage Fee to Lessor when Sales Exceed 150,000 Gallons in a Calendar Year	Provides Facility Maintenance; Receives 5% of Gross Receipts from Flowage Fee When Sales Exceed 150,000 Gallons in a Calendar Year
Terminal/Furn.	Rent Free Use of Office, Training Room, & Manager's Office; Pays Operational Maintenance Costs	Pays Structural Maintenance Costs; Pays Electric Bill

ASSET	LESSEE	LESSOR
Parking Lot	Manages; FBO Rental Car Use	Provides Maintenance; Removes Snow
Water System	Uses Free of Charge	Operates the Municipal Water Supply & Distribution System
Sewer System	Uses Free of Charge	Operates the Municipal Sanitary Sewer System
T Hangars (16)	Manages; Receives Full Rent; Provides Tie Down Ropes (Rental Rate to be Approved by Asheboro Airport Authority)	Pays Structural Maintenance
Maint. Hangar - East	Uses for Business Rent Free	Pays Structural Maintenance; Pays Heat & Electricity
Maint. Hangar - West	Uses for Business Rent Free	Pays Structural Maintenance; Pays Heat & Electricity
Air Compressor	Pays All Maintenance	No Obligation to Replace
Roads	Manages; Common Use	Pays Maintenance; Removes Snow
Area Lighting	Manages; Calls for Maintenance	Pays for Service
Public Phone	Manages; Calls for Maintenance	Pays for Service
UNICOM	Furnishes & Operates	Reserves Access by Others
Apron South	Manages; Receives Full Rent; Provides Tie Down Ropes (Rental Rate to be Approved by Asheboro Airport Authority)	Reserves Right to Lease to Others; Pays Maintenance; Removes Snow
Other Non-Commercial Hangars or Facilities Existing and Those Developed in the Future	Manages, Subject to City Lease Agreement(s)	Subject to City Lease Agreement(s)
Fuel Truck	Provides Gas for Truck; Provides Operational Maint. of Fueling Equipment (Filters, Quality Control, & Clean-Up)	Provides Truck; Provides Maint. Service for Truck & Repair of Equipment

ASSET	LESSEE	LESSOR
Trash Containers	Free Use of Containers; Monitors & Limits Unauthorized Use	Provides Containers; Empties Containers & Pays for Trash Disposal

C. Aerial Approaches. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the sole opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

D. Non-Competition. Lessor shall not engage directly or indirectly in any of the activities described in Paragraphs A and B of Article III of this Agreement.

ARTICLE V
LEASEHOLD IMPROVEMENTS

Lessee is not required to construct any facilities or improvements under this Agreement. Lessor has the right to close runway, taxiway, and apron areas for repair or new construction for limited times. Lessee agrees to allow new construction to be performed in a cost efficient manner, and Lessor agrees to negotiate in good faith a reasonable payment to Lessee for loss of use of the facilities due to such construction.

At its option, the Lessor may assume ownership of any leasehold improvements constructed by Lessee upon Lessee's abandonment of the facilities at the termination of this Agreement.

ARTICLE VI
PAYMENTS

A. Fees. In consideration of the rights and privileges granted by this Agreement, Lessee agrees to pay to Lessor during the term of this Agreement the following:

After the threshold amount of 150,000 gallons of aviation fuel is sold by Lessee in a calendar year, the Lessee shall pay an amount equal to five percent (5%) of gross fuel sales dollars as a fuel flowage fee on all aviation fuel dispensed by Lessee on the premises. Payments shall be made on or before the 10th day of each month for fuel dispensed during the prior month.

B. Delinquency Charge. A delinquency charge of one percent (1%) per month shall be added to payments required by Paragraph A above that are rendered more than ten (10) days delinquent.

C. Place of Payment. All payments due Lessor from Lessee shall be delivered to the City of Asheboro Finance Department, 146 N. Church Street, P.O. Box 1106, Asheboro, NC 27204-1106.

D. Renegotiation of Rent. The Lessee is given the authority to change hangar rents at its discretion but with the approval of the Asheboro Airport Authority. Such approval shall not be unreasonably withheld.

E. Records. Lessee shall maintain and provide accurate records of retail fuel sales, hangar and tie-down rentals, and itemized adjusted gross receipts derived under this Agreement for a period of three years from the date the record is made. Such records shall be maintained according to generally accepted accounting principles. Lessor or its duly authorized representatives shall have the right at all reasonable times during business hours to inspect the books, records, and receipts of Lessee, and to verify Lessee's fuel sales, hangar and tie-down rentals, and adjusted gross receipts.

F. Annual Statement. Within 90 days after the end of each calendar year, Lessee shall furnish to Lessor a statement of fuel sales along with hangar and tie-down rentals generated during the preceding calendar year. The statement referenced in the preceding sentence shall be prepared by an independent CPA and certified by an officer of Lessee as to the correctness of the statement. Lessor reserves the right to audit said statement and Lessee's books and records, including examination of the general ledger and all other supporting material, at any reasonable time during business hours for the purpose of verifying the reported fuel sales, hangar and tie-down rentals, and total business year operation.

If the audit establishes that Lessee has understated or overstated fuel sales and/or the hangar and tie-down rentals collected by five percent (5%) or more, the entire expense of said audit shall be borne by Lessee. Any additional payment due from Lessee shall forthwith be paid to Lessor, with interest thereon at one percent (1%) per month from the date such amount originally became payable to Lessor. Any overpayment by Lessee shall be credited against further payments due to Lessor. Either party may refer the results of the audit for resolution in accordance with Paragraph G below.

G. Disputes. In the event that any dispute may arise as to fuel sales and/or hangar and tie-down rentals collected, the amount claimed due by Lessor shall be submitted to a certified public accountant, agreeable to both parties, who shall determine the rights of the parties hereunder in conformity with generally accepted accounting principles. The fees due said accountant for such services shall be paid by the unsuccessful party, or in the event the determination is partially in favor of each party, the fee shall be borne equally by the parties.

ARTICLE VII
UTILITIES

Lessee shall have the right to use the utility service facilities as located on the Premises at the commencement of this Agreement. The Lessee shall pay the cost for any improvements or extensions of the utility service facilities desired by the Lessee.

ARTICLE VIII
INSURANCE

A. Required Insurance. Lessee shall obtain and maintain continuously in effect at all times during the term of this Agreement, at Lessee's sole expense, the following insurance:

1. Comprehensive general liability insurance, including products, completed operations, and contractual liability, in the minimum amount of $1,000,000 to protect Lessor against any and all liability by reason of Lessee's conduct incident to the use of the Premises, liability resulting from any accident occurring on or about the roads, driveways, or other public places,

including runways and taxiways, used by Lessee at the Airport, or liability caused by or arising out of any wrongful act or omission of Lessee;

2. Fuel operations coverage in the minimum amount of $10,000,000;

3. Hangar keeper's insurance in the minimum amount of $100,000/$250,000;

4. Auto liability insurance in the minimum amount of $1,000,000, if vehicles are registered in Lessee's name; and

5. Workers' compensation coverage that, at a minimum, complies with North Carolina statutory requirements is also required of the Lessee.

The insurance specified in A.1 through A.4, above, shall name Lessor and the Asheboro Airport Authority as additional insureds.

B. Notice. Lessor agrees to notify Lessee in writing as soon as practicable of any claim, demand, or action arising out of an occurrence covered hereunder of which Lessor has knowledge, and to cooperate with Lessee in the investigation and defense thereof.

ARTICLE IX
INDEMNIFICATION

To the extent not covered by insurance carried in favor of Lessor, Lessee shall indemnify and hold harmless Lessor from and against any and all claims, demands, suits, judgments, cost, and expenses asserted by any person or persons, including agents or employees of Lessor or Lessee, by reason of death or injury to persons or loss or damage to property resulting from Lessee's operations or anything done or omitted by Lessee under this Agreement except to the extent that such claims, demands, suits, judgments, costs, and expenses may be attributed to the acts or omissions of Lessor or its agents or employees.

To the extent not covered by insurance carried in favor of Lessee, Lessor shall indemnify and hold harmless Lessee from and against any and all claims, demands, suits, judgments, cost, and expenses asserted by any person or persons, including agents or employees of Lessee or Lessor, by reason of death or injury to persons or loss or damage to property resulting from Lessor's operations or anything done or omitted by Lessor under this Agreement except to the extent that such claims, demands, suits, judgments, costs, and expenses may be attributed to the acts or omissions of Lessee or its agents or employees.

The City of Asheboro agrees to indemnify the Lessee and its principals against all environmental liabilities existing prior to the effective date of this Agreement and to indemnify the Lessee and its principals against future environmental liabilities not caused by the Lessee or one of its principals, agents, or employees.

ARTICLE X
LESSEE AS INDEPENDENT CONTRACTOR

In conducting its business hereunder, Lessee acts as an independent contractor and not as an agent of Lessor. The selection, retention, assignment, direction, and payment of Lessee's

employees shall be the sole responsibility of Lessee, and Lessor shall not attempt to exercise any control over the daily performance of duties by Lessee's employees.

ARTICLE XI
ASSIGNMENT

This Agreement, or any part thereof, may not be assigned, transferred, or subleased by Lessee, by process or operation of law, or in any other manner whatsoever, without the prior written consent of Lessor, which consent shall not be withheld unreasonably.

ARTICLE XII
NON-DISCRIMINATION

Notwithstanding any other or inconsistent provision of this Agreement, during the performance of this Agreement, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration for this Agreement, does hereby covenant and agree, as a covenant running with the land, that;

A. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises.

B. In the construction of any improvement(s) on, over, or under the Premises, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

C. Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

D. In the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Agreement and to reenter and repossess the Premises and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 have been followed and completed, including expiration of appeal rights.

ARTICLE XIII
REQUIREMENTS OF THE UNITED STATES

This Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of Lessor or the United States pursuant thereto.

ARTICLE XIV
DEFAULT AND TERMINATION

A. Termination by Lessee. This Agreement shall be subject to termination by Lessee in the event of any one or more of the following events:

1. The abandonment of the Airport as an airport or airfield for any type, class, or category of aircraft.

2. The default by Lessor in the performance of any of the terms, covenants, or conditions of this Agreement, and the failure of Lessor to remedy or undertake to remedy to Lessee's satisfaction such default for a period of 30 days after receipt of notice from Lessee to remedy the same.

3. Damage to or destruction of all or a material part of the Premises or Airport facilities necessary to the operation of Lessee's business.

4. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict substantially Lessee from conducting business operations for a period in excess of 90 days.

B. Termination by Lessor. This Agreement shall be subject to termination by Lessor in the event of any one or more of the following events:

1. The default by Lessee in the performance of any of the terms, covenants, or conditions of this Agreement, and the failure of Lessee to remedy or undertake to remedy to Lessor's satisfaction such default for a period of 30 days after receipt of notice from Lessor to remedy the same.

2. Lessee files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt, or if a receiver is appointed for the property or affairs of Lessee and such receivership is not vacated within 30 days after the appointment of such receiver.

3. In addition to all other remedies at law, the Lessor is expressly granted all rights and procedures authorized by Chapter 42 of the North Carolina General Statutes to obtain possession of the premises upon default.

C. Exercise. Exercise of the rights of termination set forth in Paragraphs A and B above shall be by notice to the other party within 30 days following knowledge of the event giving rise to the termination.

D. Removal of Property. Upon termination of this Agreement for any reason, Lessee, at its sole expense, shall remove from the Premises all signs, trade fixtures, furnishings, personal property, equipment, and materials which Lessee was permitted to install or maintain under the rights granted herein. If Lessee shall fail to do so within 30 days, then Lessor may cause such removal or restoration at Lessee's expense, and Lessee agrees to pay Lessor such expense promptly upon receipt of a proper invoice therefore.

E. Causes of Breach; Waiver.

1. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Lessee to pay fees, rents, or other charges to Lessor.

2. The waiver of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

ARTICLE XV
MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date, supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

B. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

C. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage fees prepaid. Notice shall be deemed to have been received on the date of receipt as shown on the return receipt. Any such notice shall be addressed as follows:

1. If the Lessor is recipient of the notice, the notice shall be addressed as follows:

John N. Ogburn, III, City Manager
City of Asheboro
146 N. Church Street
PO Box 1106
Asheboro, NC 27204-1106

2. If Lessee is the recipient of the notice, the notice shall be addressed as follows:

Cardinal Air, LLC
2222 Pilots View Road
Asheboro, NC 27205

D. Headings. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

E. Governing Law. This Agreement is to be construed in accordance with the laws of the State of North Carolina.

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

LESSOR: City of Asheboro

By: _____
David H. Smith, Mayor
City of Asheboro, North Carolina

ATTEST:

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

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that Holly H. Doerr, who is personally known to me, came before me this day and acknowledged that she is the City Clerk for the City of Asheboro and that, by authority duly given and as the act of the municipal corporation, the foregoing instrument was voluntarily executed on behalf of the municipal corporation by its Mayor, sealed with the municipal corporation's seal, and attested by Ms. Doerr as the City Clerk for the purposes stated therein.

WITNESS my hand and notarial seal or stamp, this the _____day of December, 2015.

_____
(Signature of Notary Public)

My commission expires:

_____

_____
(Printed or Typed Name of Notary Public)

LESSEE: Cardinal Air, LLC

By: _____
Karen McCraw, Member-Manager

STATE OF NORTH CAROLINA
COUNTY OF _____

I, the undersigned Notary Public of the County and State aforesaid, certify that Karen McCraw, either being personally known to me or whose identity was proven by satisfactory evidence, appeared before me this day and acknowledged that she is Manager of Cardinal Air, LLC and that, as the Manager and being duly authorized to do so, she voluntarily executed the foregoing instrument on behalf of the said limited liability company for the purposes stated therein.

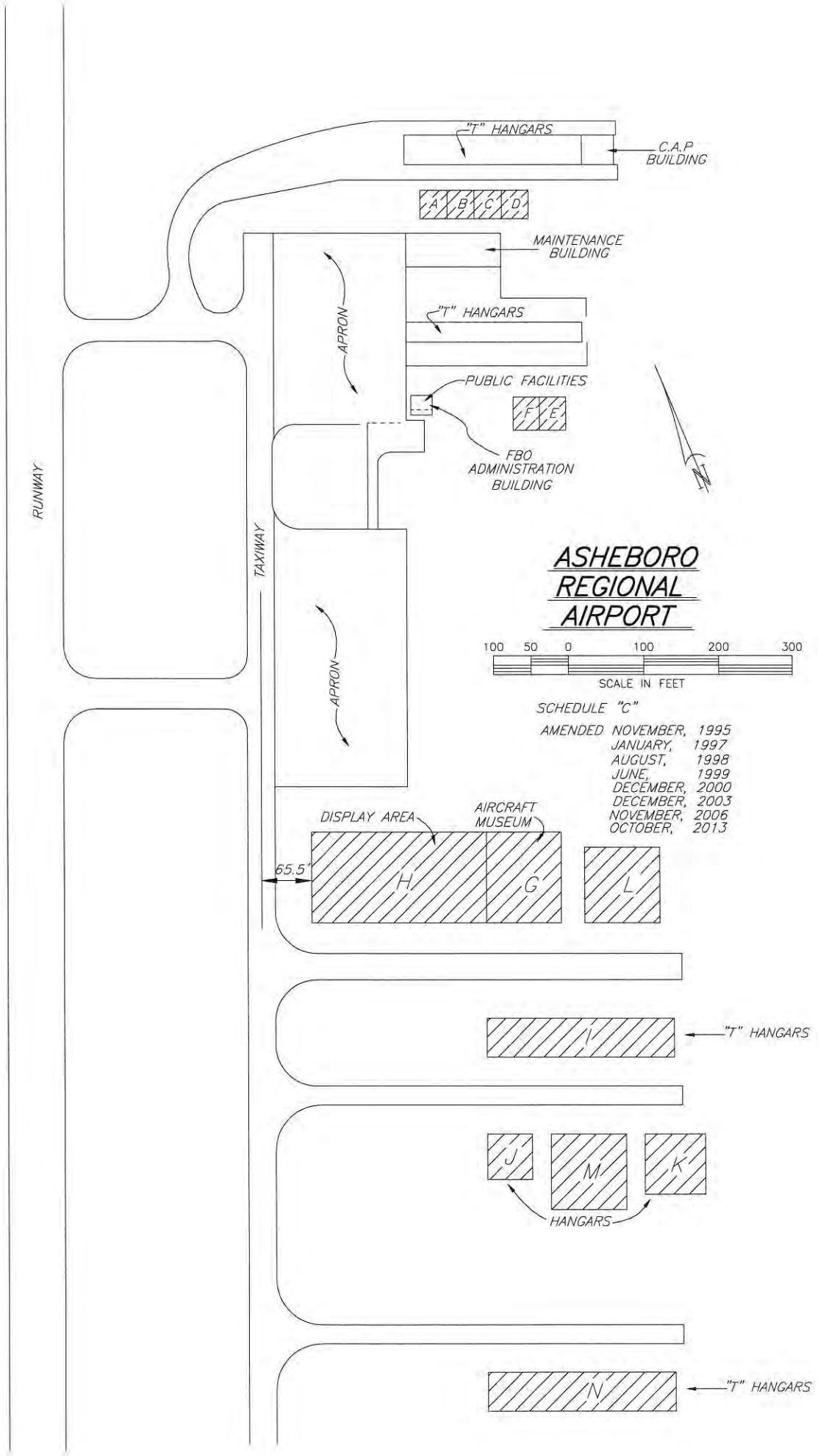
WITNESS my hand and notarial seal or stamp, this the _____ day of December, 2015.

_____
(Signature of Notary Public)

My commission expires:

_____

_____
(Printed or Typed Name of Notary Public)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Item 13 (a)

CITY OF ASHEBORO

W. L. BROWN WATER TREATMENT PLANT

ROOF REPLACEMENT

BID TABULATION SHEET

November 24, 2015

Contractor	Bid	E-Verify Affidadvit
Allied Roofing Company, Inc 744 Park Center Drive Kernersville, NC 27284	$58,000.00	Yes
BIRS, Inc. 207 Robbins Street Greensboro, NC 27406	$63,248.00	Yes
McRae Roofing, Inc 2147 N Fayetteville Street Asheboro, NC 27203	$58,430.00	No

Minimum Bid	$	58,000.00
Maximum Bid	$	63,248.00

STATE OF NORTH CAROLINA

WATER PURCHASE AGREEMENT

COUNTY OF RANDOLPH

This Agreement (hereafter referred to as the "AGREEMENT") is made and entered into by and between the CITY OF ASHEBORO, NORTH CAROLINA, a North Carolina municipal corporation located wholly in Randolph County, (this party shall be hereafter referred to as "ASHEBORO"), and the CITY OF RANDLEMAN, NORTH CAROLINA, a North Carolina municipal corporation located wholly in Randolph County, (this party shall be hereafter referred to as "RANDLEMAN").

RECITALS

WHEREAS, this AGREEMENT replaces the prior municipal water agreement, which was dated August 10, 1995, between ASHEBORO and RANDLEMAN; and

WHEREAS, ASHEBORO owns and operates a public water supply and distribution system that, in accordance with generally accepted standards for a water utility, is deemed to have adequate capacity to meet the needs of the current and projected water users served directly by ASHEBORO in addition to delivering the quantity of water to be supplied to RANDLEMAN under the terms and conditions of this AGREEMENT; and

WHEREAS, the Asheboro City Council has, by Resolution, approved the terms and conditions of this AGREEMENT along with authorizing the execution and delivery of this legal instrument to RANDLEMAN; and

WHEREAS, the Randleman Board of Aldermen has, by Resolution, approved the terms and conditions of this AGREEMENT along with authorizing the execution and delivery of this legal instrument to ASHEBORO.

WITNESSETH:

NOW, THEREFORE, in consideration of the fee structure set forth below and the other mutual promises contained herein, ASHEBORO and RANDLEMAN agree as follows:

Section 1. Delivery of Water

1.01 During the term of this AGREEMENT, and subject to the limitations specified herein, ASHEBORO agrees to furnish to RANDLEMAN at the points of delivery, which are identified in the attached EXHIBIT 1, potable treated water in such quantity as may be required by RANDLEMAN.

1.02 The water delivered by ASHEBORO in accordance with Section 1.01 of this AGREEMENT shall meet, at the points of delivery, the applicable purity and clean water standards, as such standards may be set from time to time, by federal and/or state regulatory acts and bodies. Notwithstanding any other provision in this AGREEMENT, the parties mutually agree that ASHEBORO shall not be held responsible for the quality of water found beyond the above-referenced points of delivery.

1.03 ASHEBORO and RANDLEMAN mutually agree that Section 1.01 of this AGREEMENT shall not be interpreted or construed in a manner that requires ASHEBORO to provide any quantity of water that exceeds the operational capabilities, for any reason and at any specific point in time, of ASHEBORO'S water supply and distribution system.

1.04 The water supplied by ASHEBORO to RANDLEMAN is to be supplied at the pressure available at the points of delivery.

1.05 ASHEBORO will, at all times, use its best efforts to maintain and operate its public water supply and distribution system in accordance with all applicable regulatory standards and industry best practices. However, the parties agree that service interruptions are possible in spite of such best efforts. By way of illustration and not limitation, failures of water supply or pressure can occur due to breaks in water supply lines, equipment or power failure, criminal acts impacting the public water supply and distribution infrastructure, extended drought, catastrophic weather events such as hurricanes or tornados, earthquakes, flood, fire, the extended use of water to fight fire(s), or other catastrophic events. In the case of the occurrence of any of the events identified in the preceding list of emergency events or similar emergency occurrences that disrupt the operations of ASHEBORO'S public water supply and distribution system, ASHEBORO shall be excused from providing water to RANDLEMAN, and RANDLEMAN shall be excused from purchasing the minimum daily quantity of water specified in this AGREEMENT. The said period of time during which the parties are mutually excused from the obligations to supply and purchase water shall be strictly limited to the number of days, or parts thereof, necessary to restore service. In the event ASHEBORO is unable to furnish the amount of water requested by RANDLEMAN due to any of the matters set forth herein, ASHEBORO will not be held responsible for damages arising therefrom.

1.06 If ASHEBORO activates any or all of the emergency water management procedures/measures authorized by the Code of Asheboro, RANDLEMAN shall contemporaneously activate its own emergency water management procedures/measures that are, at a minimum, as restrictive and effective in water conservation as the measures implemented by ASHEBORO. If RANDLEMAN fails for any reason to implement such water management measures, ASHEBORO shall be excused from providing water to RANDLEMAN and will be authorized under the terms of this AGREEMENT to suspend water service to RANDLEMAN for the duration of the time period during which ASHEBORO'S emergency water management measures are activated and RANDLEMAN fails to implement its own emergency water management measures as required by this AGREEMENT. During such a water supply suspension period as described in the immediately preceding sentence, RANDLEMAN shall be excused from purchasing the

minimum daily quantity of water otherwise required by this AGREEMENT. As soon as the emergency water management measures are fully terminated by ASHEBORO, the water supply and payment obligations imposed on ASHEBORO and RANDLEMAN by this AGREEMENT in non-emergency situations shall once again be in full force and effect.

1.07 RANDLEMAN agrees to be invoiced/billed and to pay at the rate established by this AGREEMENT for a minimum of 125,000 gallons of water per day with no set maximum usage.

1.08 ASHEBORO will not reserve or guarantee for RANDLEMAN any capacity in the W. L. Brown Water Treatment Plant.

Section 2. Term of Agreement

2.01 Subject to the limitations stated herein, the term of this AGREEMENT shall be a term of 10 years. The term of the AGREEMENT shall commence at 12:01 a.m. on January 1, 2016, and the AGREEMENT shall expire by its own terms at midnight on December 31, 2025.

2.02 If either of the parties to this AGREEMENT breach any provisions or covenants of the said contract, the non-breaching party shall give notice of such breach to the party alleged to have committed the breach of contract. If such breach remains uncured for a period of 30 days, the AGREEMENT may be terminated at the option of the non-breaching party. The notice specified by this Section shall be given in the manner provided for notices in Section 5.04.

Section 3. Charges for the Purchase of Water

3.01 ASHEBORO will invoice/bill RANDLEMAN on a monthly basis for water supplied under this AGREEMENT, and RANDLEMAN will pay the invoiced/billed amount(s) in full with good funds within 30 calendar days of the receipt of such invoices/bills.

3.02 The amount of the monthly invoices/bills from ASHEBORO for the quantity of water supplied at the points of delivery shall be calculated by using a water billing rate that is calculated as 68% of the rate charged by ASHEBORO to its Inside Consumers per 100 cubic feet, or portion thereof, of water. As used herein, the term "Inside Consumers" refers to users of ASHEBORO'S public water supply and distribution system that are located within the city limits of ASHEBORO.

3.03 During the term of this AGREEMENT, water bills for Inside Consumers may increase or decrease. With each increase or decrease for Inside Consumers, the amount of the charge for water supplied under the terms and conditions of this AGREEMENT shall be adjusted to reflect the changes implemented for Inside Consumers. Throughout the term of this AGREEMENT, regardless of the amount of any increase or decrease in charges for Inside Consumers, RANDLEMAN'S monthly bill for water supplied pursuant to this

AGREEMENT will be calculated by using a rate equal to sixty-eight percent (68%) of the rate charged to Inside Consumers.

3.04 There will be no adjustments of invoices/billings for water usage, excess or otherwise, attributable in whole or in part to leaks or similar issues with the infrastructure maintained by RANDLEMAN.

3.05 Consumption by the fire service(s) of water beyond the points of delivery shall not serve as a basis for adjustments of the invoices/billings for water usage by RANDLEMAN.

3.06 RANDLEMAN shall keep all sums it collects from sales to water users located on the RANDLEMAN side of the points of delivery. RANDLEMAN shall also keep all sums it collects from service connections to RANDLEMAN'S lines on the RANDLEMAN side of the points of delivery.

3.07 Subject to the exceptions specified within this AGREEMENT, and regardless of the amount of water actually metered at the points of delivery, RANDLEMAN shall pay as a minimum monthly charge a sum that is no less than the amount that would have been billed if 125,000 gallons of water had passed through the meters at the points of delivery.

Section 4. Water Distribution and Service to Third Parties

4.01 The furnishing of water services to others by ASHEBORO and RANDLEMAN shall be in accordance with each party's ordinances, rules, and regulations within their respective jurisdictions. If a situation should arise where the areas of control for the contracting parties' respective water and sewer utilities overlap, the most restrictive provision(s) of the applicable ordinances, rules, or regulations shall control.

4.02 RANDLEMAN shall not provide water to any user on the ASHEBORO side of the points of delivery. Water service on the ASHEBORO side of the points of delivery will be provided by ASHEBORO.

4.03 RANDLEMAN shall be responsible for all maintenance of the water main on the RANDLEMAN side of the points of delivery. ASHEBORO shall be responsible for all maintenance of the water main on the ASHEBORO side of the points of delivery. Additionally, ASHEBORO shall be responsible for all maintenance of the water meters and vaults at the points of delivery.

4.04 ASHEBORO shall be solely responsible for maintenance of all infrastructure serving users who are considered customers of the ASHEBORO Water and Sewer Fund. RANDLEMAN shall be solely responsible for maintenance of all infrastructure serving users who are considered customers of the RANDLEMAN Water and Sewer Fund.

4.05 For the purpose of interpreting Section 4.05 of the AGREEMENT, the term "line of division" is the EXHIBIT "A" LINE shown on the two sheets of a map dated January 19, 1995, and revised August 6, 1998, which are attached to the ASHEBORO –

RANDLEMAN JOINT ANNEXATION AGREEMENT as EXHIBIT "A." Notwithstanding any other provision in this AGREEMENT, in the event only one contracting party's water lines extend to an area along the line of division, or in the event a water user's property extends along each side of the line of division, ASHEBORO and RANDLEMAN may informally agree to permit a single party to provide water services to such area or such user(s).

Section 5. Miscellaneous Provisions

5.01 Each party agrees to perform such acts as may be reasonably necessary to carry out the provisions of this AGREEMENT.

5.02 Both ASHEBORO and RANDLEMAN acknowledge and stipulate that this AGREEMENT is the product of mutual negotiation and bargaining. As such, the doctrine of construction against the drafter shall have no application to this AGREEMENT.

5.03 This AGREEMENT supersedes all prior agreements between the parties pertaining to the subject matter addressed herein. This AGREEMENT, and any exhibits attached hereto, embodies the entire contract between the parties in connection with this transaction, and there are no oral or parol agreements, representations, or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby. The provisions of this AGREEMENT may not be amended, deleted, or modified, in whole or in part, without the express written consent of all parties to this AGREEMENT. Any such written agreement to amend, delete, or modify the terms and conditions found herein shall be executed with the same formality used to execute this AGREEMENT.

5.04 Except as specifically provided elsewhere in this AGREEMENT, all notices, requests, demands, and communications hereunder must be given in writing and shall be deemed validly given on the date when deposited in the United States mail as certified or registered mail, return receipt requested, and addressed as follows:

ASHEBORO: Asheboro City Manager
Post Office Box 1106
Asheboro, North Carolina 27204-1106

With copy to: Jeffrey C. Sugg, Asheboro City Attorney
Post Office Box 1106
Asheboro, North Carolina 27204-1106

RANDLEMAN: Randleman City Manager
204 South Main Street
Randleman, North Carolina 27317

With copy to: Robert E. Wilhoit, Randleman City Attorney
350 North Cox Street, Suite 10
Asheboro, North Carolina 27203

5.05 This AGREEMENT shall be subject to and governed by the laws of the State of North Carolina.

5.06 Whenever appropriate in this AGREEMENT, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable.

5.07 No written waiver by any party at any time of any breach of any provision of this AGREEMENT shall be deemed to be a waiver of a breach of any other provision herein or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any occasion shall not be deemed to be a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

5.08 The various rights, powers, and remedies herein contained and reserved to either party shall not be considered as exclusive of any other right, power, or remedy, but the same shall be construed as cumulative and shall be in addition to every other right, power, or remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of a party to exercise any right, power, or remedy arising from any omission, neglect, or default of the other party shall impair any such right, power, or remedy nor shall any such delay or omission be construed as a waiver of any such default or be construed as acquiescence therein.

5.09 The captions and section numbers appearing in this AGREEMENT are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope of such paragraphs or sections of this AGREEMENT or in any way affect this AGREEMENT.

5.10 Time shall be of the essence of this AGREEMENT and each and every term and condition thereof.

5.11 This AGREEMENT may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this AGREEMENT to produce or account for more than one such fully-executed counterpart.

5.12 If any term or condition of this AGREEMENT is found to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions shall remain binding upon the parties as though said unenforceable provision was not contained herein. However, if the invalid, illegal, or unenforceable provision materially affects this AGREEMENT, then the AGREEMENT may be terminated by either party on 10-day (business day) prior written notice to the other party hereto.

IN WITNESS WHEREOF, the parties hereto acting under the authority of their respective governing bodies, have caused this AGREEMENT to be duly executed as indicated below.

CITY OF ASHEBORO

CITY SEAL

By: _____
David H. Smith, Mayor
City of Asheboro, North Carolina

ATTEST:

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

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, the undersigned Notary Public of the county and state aforesaid, do hereby certify that Holly H. Doerr personally appeared before me this day and acknowledged that she is the Clerk for the City of Asheboro, a North Carolina municipal corporation, and that, by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its municipal corporate seal, and attested by Ms. Doerr in her capacity as City Clerk.

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

NOTARIAL STAMP OR SEAL

_____
Signature of Notary Public

My commission expires:

_____
Printed or Typed Name of Notary Public

_____

CITY OF RANDLEMAN

CITY SEAL

By: _____
Clarence R. Jernigan, Mayor
City of Randleman, North Carolina

ATTEST:

_____
Melody R. Hancock, CMC, NCCMC, City Clerk
City of Randleman, North Carolina

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, the undersigned Notary Public of the county and state aforesaid, do hereby certify that Melody R. Hancock personally appeared before me this day and acknowledged that she is the Clerk for the City of Randleman, a North Carolina municipal corporation, and that, by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its municipal corporate seal, and attested by Ms. Hancock in her capacity as City Clerk.

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

NOTARIAL STAMP OR SEAL

_____
Signature of Notary Public

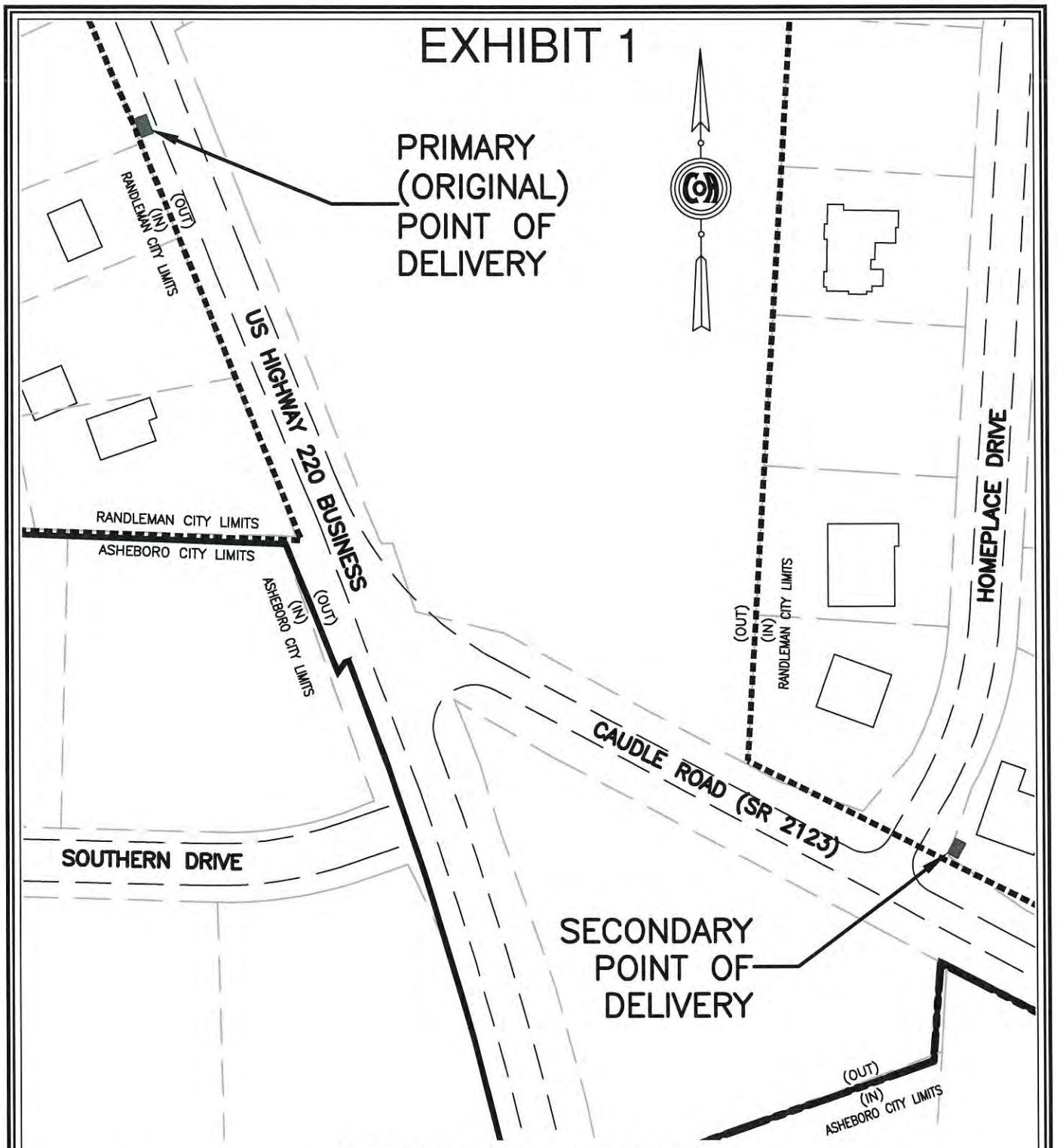
My commission expires:

_____
Printed or Typed Name of Notary Public

_____

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

_____
Finance Officer



Sketch Showing the Points of Delivery from the

Asheboro Water System to the Randleman Water System

Randolph County, North Carolina

Scale : 1"=100' November 3, 2015

100 0 50 100 200 400

Sketch Prepared by City of Asheboro Engineering Dept.
146 N. Church Street, Asheboro, North Carolina 27203
Ph : (336) 626-1200

Job # 15033

STATE OF NORTH CAROLINA

UTILITY PAYMENT KIOSK PAD AND DRIVE THRU LEASE AGREEMENT

COUNTY OF RANDOLPH

THIS LEASE AGREEMENT ("Lease") is entered by and between **Dixie Drive Development, LLC**, a North Carolina limited liability company, ("Landlord") and the **City of Asheboro**, a North Carolina municipal corporation, ("Tenant") on the _____ day of December, 2015. The Landlord and the Tenant may be collectively referred to as the "Parties."

WITNESSETH:

In consideration of the monthly rental fees set forth below and the other mutual promises contained herein, the Parties agree as provided herein.

Article 1. Premises

1.01 Premises. Within the parcel of land located at 405 East Dixie Drive, Asheboro, North Carolina 27203 and more specifically identified by Randolph County Parcel Identification Number 7750868742 (the "Property"), Landlord hereby leases to Tenant that certain 2,934 square feet (0.067 of an acre), more or less, shown and identified on the attached EXHIBIT 1 as the "PROPOSED LEASE AREA." The demised premises shall be hereinafter referred to as the "Premises."

1.02 Parking. The Property has a common area parking field, and no Tenant shall have reserved parking. The parking space(s) will be used exclusively for the parking of passenger vehicles and is not to be used for washing, painting, or servicing of vehicles. Tenant's vehicle(s) will occupy the parking space(s) entirely at the risk of the Tenant. Tenant shall instruct employees to park ONLY in the area identified for employee parking. Tenant understands and acknowledges that Landlord may tow or wheel lock any Tenant or employee vehicle parked outside of the approved employee parking area at the expense of the Tenant.

1.03 Utilities & Services. Landlord shall be responsible for paying for the following utilities and services: General Service Dumpster, Lawn Care, Common Area Maintenance, and Taxes. Tenant shall be responsible for all other utilities and services including, but not limited to, telephone service and kiosk maintenance.

Article 2. Lease Term

2.01 Lease Term. The initial lease term (the "Initial Term") shall be a 3-year term, commencing at 12:01 a.m. on January 1, 2016, and ending at midnight on December 31, 2018. Subject to the terms and conditions found herein, this Lease will automatically renew for one additional 3-year term (the "Extension Term") upon the same terms and conditions unless either the Landlord or Tenant notifies the other party in writing of the intent not to renew this Lease at least 60 calendar days prior to the expiration of the Initial Term.

2.02 Termination or Expiration of Lease Term. Upon the occurrence of either (i) the termination of this Lease by either party in accordance with the terms and conditions of this agreement, or (ii) the expiration of the Initial Term or the Extension Term, whichever expiration date occurs later, the Tenant shall surrender, in a manner consistent with any applicable provisions found elsewhere in this Lease, the Premises to the Landlord in a condition that is comparable to the condition of the Premises prior to the initial entry of the Tenant, normal wear and tear and any casualty not caused by the Tenant excepted, by 5:00 p.m. on the date of termination or expiration of the Lease. If the Tenant fails to surrender the Premises upon the early termination or expiration of the Lease, there shall be no renewal of this Lease or exercise of an option by operation of law.

2.03 Rental Amount. The rent for the Initial Term and the Extension Term shall be the same for each term, and the rental amount shall be set forth in Article 3 of the Lease.

Article 3. Payments

3.01 Rent Amount. Tenant agrees to pay to Landlord as rent for the Premises Five Hundred and No Hundredths Dollars ($500.00) per month.

3.02 Payment. The rental amount as described above shall be due in advance on the first day of each month at the following address: Crumley Commercial, Inc., 1157 South Cox Street, Asheboro, North Carolina 27203. If the Initial Term does not start on the first day of the month or end on the last day of a month, the rent for the relevant month will be prorated accordingly.

3.03 Late Charges & Insufficient Funds. If any amounts due under this Lease are more than 10 days late, Tenant agrees to pay a late fee of five percent (5%) of the rental amount past due. Tenant agrees to pay the charge of Twenty Five and No Hundredths Dollars ($25.00) for each check provided by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

Article 4. Security Deposit

4.01 No Security Deposit. The Tenant will not be required to provide the Landlord with a security deposit.

Article 5. Use

5.01 Permitted Use. Tenant shall occupy and use the Premises for a utility payment kiosk that will accept, on a 24-hour, seven day a week operational basis, payments for municipal water, sewer, and environmental services, consistent with Tenant's lawful business operations. If there is any change to the use of the Premises, Tenant must first obtain the Landlord's written consent, which shall not be unreasonably withheld.

5.02 Prohibited Use. Notwithstanding anything to the contrary, Tenant is not to use the Premises for any illegal purposes, nor will Tenant use the Premises for the storing, manufacture, selling, or distribution of any dangerous, noxious, or hazardous substance. Furthermore, Tenant shall not use the Premises for any purpose that would cause Landlord's insurance cost to increase at any time during the term of the lease.

5.03 Noise. Tenant shall not cause or allow any unreasonably loud noise or activity on the Premises that might disturb the rights, comforts, and conveniences of other tenants or neighbors.

5.04 Signage. Tenant is permitted to install and display on signage identifying the Tenant and the Tenant's business activities. Tenant's sign shall be consistent with the specifications and requirements adopted by the Landlord for the Property. Tenant shall pay for all costs in connection with such signage and shall be responsible for the cost of proper installation and removal thereof and any damage caused to the Premises thereby. Additional signage may only be displayed with Landlord's prior written consent.

5.05 Building Rules & Regulations. Landlord may adopt reasonable building rules for the Property, and such rules will become part of the Lease.

Article 6. Alteration, Damage, & Repair

6.01 Alterations & Improvements. Tenant agrees not to make any improvements or alterations to the Premises without the prior written consent of the Landlord. If any alterations, improvements, changes, or attached fixtures are made to or built on or around the Premises, with the exception of personal property that can be removed without damage to the Premises, they shall become the property of the Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing. Notwithstanding any other provisions found within this Lease, the utility payment kiosk, inclusive of all hardware and software,

installed and operated by the Tenant on the Premises shall remain at all times the sole and exclusive property of the Tenant.

6.02 Damage to the Premises. If the Premises or any part of the Premises are damaged or destroyed by fire or other casualty not due to Tenant's negligence, the rent will be abated during the time that the Premises are rendered unfit for occupancy. If the Premises are rendered partially unfit because of damage or destruction not due to the Tenant's negligence, the rent will be abated in proportion to the percentage of the Premises that are and remain unfit for occupancy. If Landlord decides not to repair or rebuild the Premises, then this Lease shall terminate and the rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to the Tenant.

6.03 Condition of Premises. Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds, building, and improvements and acknowledges that the Premises are in good and acceptable condition and are fit for occupancy. If, in Tenant's opinion, the condition of the Premises has changed at any time during the Initial Term or Extension Term of the Lease, the Tenant shall promptly provide reasonable notice to the Landlord.

6.04 Maintenance & Repair. The Tenant will, at the Tenant's sole expense, keep and maintain the Premises in good, clean, and sanitary condition and repair during the Initial Term and Extension Term of this Lease. Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances, and equipment therein that may have been damaged by Tenant's misuse, waste, or neglect, or that of the Tenant's agents, associates, employees, visitors, or customers. Tenant agrees that no painting will be done on or about the Premises without the prior written consent of the Landlord. Tenant shall promptly notify the Landlord of any damage, defect, or destruction of the Premises, or in the event of the failure of any of the appliances or equipment. If the appliance or equipment is the responsibility of the Landlord, the Landlord will use his best efforts to repair or replace any such damaged or defective area, appliance, or equipment.

Article 7. Security, Insurance, & Indemnification

7.01 Security. Tenant understands that the Landlord does not provide security alarm systems or other security for the Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect the Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim, or injury resulting from the failure of any alarm system or security or from the lack of any alarm system or security.

7.02 Insurance. Landlord and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises and the property located on the Premises. Tenant understands that the Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God, or otherwise. Notwithstanding anything to the contrary, Tenant shall, at its own expense, maintain a policy of comprehensive general liability insurance with respect to its activities at the Premises which will afford protection of not less than Five Hundred Thousand and No Hundredths Dollars ($500,000.00) combined single limit coverage of bodily injury, property damage, or combination thereof.

7.03 Indemnification. To the extent permitted by law, Tenant hereby indemnifies and holds Landlord and Landlord's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant's negligent use and occupancy of the Premises or from the negligent acts or omissions in or about the Premises by the Tenant or the Tenant's employees, contractors, agents, or authorized representatives, except where such loss, claim, or injury is due to Landlord's act or negligence.

Article 8. Possession & Inspection

8.01 Possession & Surrender of Premises. Tenant shall be entitled to possession of the Premises on the first day of the term of this Lease, inclusive of the Initial Term and any Extension

Term. At the expiration of the term of this Lease (the later of either the Initial Term or the Extension Term), Tenant shall peaceably surrender the Premises to the Landlord or the Landlord's agent in as good of condition as it was at the commencement of the Lease, reasonable wear and tear excepted.

8.02 Quiet Enjoyment. Tenant shall be entitled to quiet enjoyment of the Premises, and Landlord will not interfere with that right, as long as the Tenant pays the rent in a timely manner and performs all other obligations under this Lease.

8.03 Right of Inspections. Tenant agrees to make the Premises available to the Landlord or Landlord's agents to inspect, to make repairs or improvements, to supply agreed services, to show the Premises to prospective buyers or tenants, or to address an emergency. Except in an emergency situation, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, 24-hour notice shall be deemed reasonable. Tenant further agrees to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm it in case of an emergency.

Article 9. Defaults

9.01 **Event of Default.** If Tenant fails to fulfill or obey any of the covenants of this Lease, Tenant shall be in default of this Lease ("Event of Default"). During any Event of Default, subject to any statute, ordinance, or law to the contrary, and upon Landlord serving a written 5-day notice of monetary default and/or a written 30-day notice for any non-monetary default upon Tenant specifying the nature of said default and upon the expiration of such cure period, if Tenant does not cure a default of which it has been notified, or if any non-monetary default cannot be completely cured or remedied in 30 days, Landlord may, at Landlord's option: (i) cure such default and add the cost of such cure to Tenant's financial obligations under the Lease; or (ii) declare Tenant in default and terminate the Lease.

9.02 **Physical Remedies.** If the notice provided for in Section 9.01 has been given, and the term shall expire as noted, or if Tenant shall default in the payment of rent and not cure such default in a timely manner in accordance with Section 9.01 of this Lease, then Landlord may, without further notice, terminate Tenant's right to possession of the Premises and without terminating the Lease re-enter and resume possession of the Premises and/or declare this Lease terminated and may thereupon in either event remove all persons and property from the Premises, with or without resort to process of any court, either by force or otherwise. Notwithstanding such re-entry by Landlord, and to the extent permitted by law, Tenant hereby indemnifies and holds Landlord harmless from any and all loss or damage which Tenant may incur by reason of the termination of this Lease and/or Tenant's right to possession hereunder when such actions are authorized by Section 9.01 of this Lease. In no event shall Landlord's termination of this Lease and/or Tenant's right to possession of the Premises abrogate the Tenant's agreement to pay rent and additional charges due hereunder for the full term hereof. The words "re-enter" or "re-entry" as used in this Lease are not restricted to their technical legal meaning and shall include the right of the Landlord to enter upon and take possession of the Premises by picking and/or changing locks if necessary and locking out, expelling, or removing Tenant and any other person who may be occupying all or any part of the Premises without being liable for any claim of damages. Tenant hereby waives the service of notice of intention to re-enter or institute legal proceedings to that end.

9.03 Financial Remedies. In the event of any default, re-entry, expiration, and/or dispossession by summary proceedings or otherwise, (i) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession, or expiration, together with such expenses Landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the Premises in good order; and/or (ii) Landlord may re-let the Premises or any part or parts thereof. Landlord may, at his sole option, hold Tenant liable for any difference between the rent payable under this Lease during the balance of either, but not both of, the Initial Term or the Extension Term and any rent paid by a successive tenant if the Premises are re-let. In the event that, after default by the Tenant, the Landlord is unable to re-let the Premises during any remaining term of this Lease, Landlord may, at his option, hold Tenant liable for the balance of the unpaid rent under this Lease for the remainder of either the

Initial Term or Extension Term during which the default, re-entry, expiration, or dispossession occurred. Landlord shall not be responsible for mitigating its damages.

Article 10. Assignment & Subordination

10.01 Assignment by Tenant. Tenant shall not assign or sublet any interest in this Lease without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without the Landlord's written prior consent shall, at the Landlord's option, terminate this Lease.

10.02 Assignment by Landlord. Nothing in this Lease shall restrict the Landlord's ability to sell, assign, convey, or otherwise encumber the Premises, subject only to the rights of the Tenant under this Lease.

10.03 Subordination. This Lease is and shall be subordinate in any and all respects to all mortgages now or hereafter placed on the Premises, and any extensions, renewals, or modifications thereof. The Tenant agrees to promptly execute any instruments of subordination as may be requested.

Article 11. Miscellaneous

11.01 Severability. If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

11.02 Binding Effect. The covenants and conditions contained in this Lease shall apply to and bind the parties hereto and their legal representatives, successors, and permitted assigns of the parties. Landlord shall have the right to freely assign this Lease without notice to or consent of the Tenant.

11.03 Limitation of Liability. There shall be no personal liability on the Landlord or any successor in interest with respect to any provision of this Lease. Tenant shall look solely to the equity of the then owner of the demised Premises in the demised Premises for the satisfaction of any remedies of the Tenant in the event of a breach by the Landlord of any of its obligations hereunder. Tenant hereby specifically releases any officer, director, shareholder, member, or partner of the Landlord or the then owner of the demised Premises.

11.04 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina.

11.05 Entire Agreement. This Lease constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Lease. There are no promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both the Landlord and the Tenant.

11.06 Notice. Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to the Tenant, at 146 North Church Street, Post Office Box 1106, Asheboro, North Carolina 27204-1106 and, if to the Landlord, at the address listed for the payment of rent in Section 3.02 of this Lease. Either party may change such addresses from time to time by providing notice as set forth above.

11.07 Waiver. The failure of either party to enforce any provision of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by the Landlord does not waive Landlord's right to enforce any of the provisions of this Lease.

Article 12. Additional Terms & Conditions

12.01 **<u>LIEN.</u> DURING THE INITIAL TERM OF THIS LEASE OR ANY RENEWALS OR EXTENSIONS THEREOF, LANDLORD SHALL HAVE, TO THE EXTENT PERMITTED BY LAW, AN EXPRESS LIEN (IN ADDITION TO STATUTORY LIENS, IF ANY) TO SECURE FULL AND COMPLETE PERFORMANCE OF ALL THE TERMS AND CONDITIONS HEREOF UPON ALL THE TRADE FIXTURES, GOODS, STOCK IN TRADE, AND PERSONAL PROPERTY OF THE TENANT WHICH SHALL HAVE BEEN OR THEREAFTER MAY BE PLACED UPON THE PREMISES. TENANT AGREES UPON REQUEST OF LANDLORD TO EXECUTE AND DELIVER FROM TIME TO TIME ALL DOCUMENTS NECESSARY TO PERFECT SAID LIEN.**

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

LANDLORD or AGENT:

Dixie Drive Development, LLC

_____
(Signature of Authorized Official)

Bobby J. Crumley
(Name of Authorized Official)

Manager
(Title of Authorized Official)

TENANT:

City of Asheboro

_____
(Signature of Authorized Official)

John N. Ogburn, III
(Name of Authorized Official)

City Manager
(Title of Authorized Official)

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

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

EXHIBIT 1

NOTES

Area in Proposed Easement = 2,934 Sq. Ft.

Owner: Dixie Drive Development, LLC
1157 S. Cox St.
Asheboro, NC 27203

Deed Reference – D.B. 1870, Pg. 2958

Plat Reference – P.B. 84, Pg. 78, Lot 2

PIN. – 7750868742

Zoned – B2

Grid tie coordinates shown based on based on GPS Coordinates determined by Network RTK method, positional accuracy 0.011 Ft., Class AA. All distances shown are ground unless otherwise indicated.

Underground Utilities are shown serving lease area to illustrate the necessity of access as part of this lease, not as a direct indication of their physical location.

Location work shown was derived by above ground indicators only, unless otherwise noted.

This property is subject to any Easements, Agreements, or Rights-of-Way of record prior to this date and not visible at the time of inspection.

This survey was prepared without the benefit of a legal title search, and is subject to any facts an accurate title search may disclose.

The purpose of this survey is to describe the area shown for the purpose creating a lease area only. It is not a subdivision of property and is not to be considered as such.

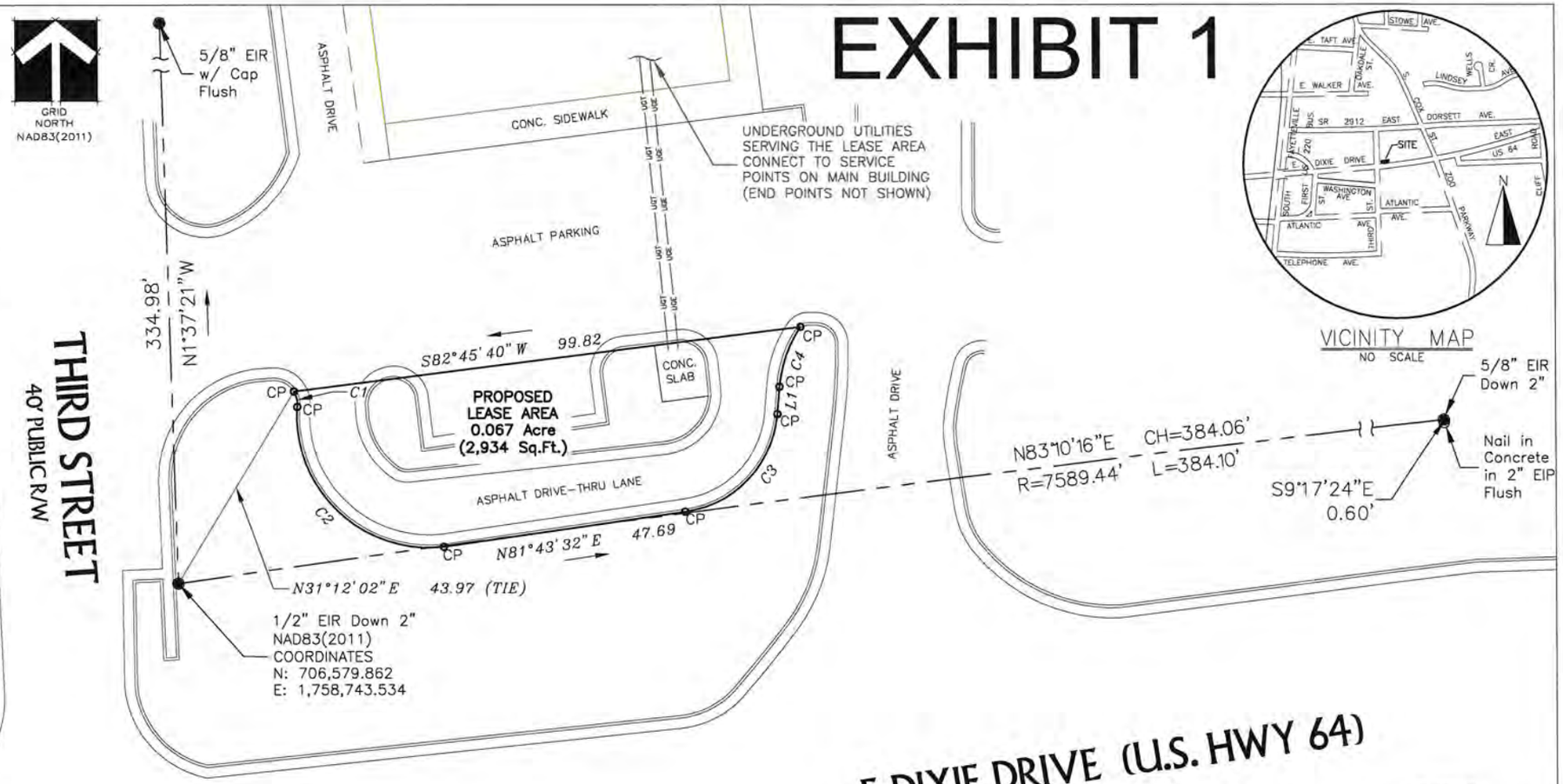
I, Thomas Scaramastra, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Deed Book & Page as shown hereon); that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS, Page SHOWN; that the Ratio of Precision as calculated is 1:10,000+; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56. 1600).

Witness my original signature, and Seal this 7th day of December A.D. 2015.

Professional Surveyor

License Number L-4421

NORTH CAROLINA PROFESSIONAL SEAL L-4421 LAND SURVEYOR THOMAS SCARAMASTRA



LEGEND

EIR	Existing Iron Rod
EIP	Existing Iron Pipe
NIP	New Iron Pipe
CP	Computed Point
R/W	Right of Way
PB/PG	Plat Book – Page
DB/PG	Deed Book – Page
Ac.	Acre

LEASED AREA for PAYMENT KIOSK

Property of

DIXIE DRIVE DEVELOPMENT, LLC

405 E. DIXIE DRIVE

SCALE 1' = 30'

30 0 15 30 60 120

Line Table

Line #	Length	Bearing
L1	5.37	N4°44'48"E

Curve Table

Curve #	Chord Brg.	Radius	Chord	Length
C1	S11°41'01"E	4.49	3.08	3.14
C2	S46°02'53"E	25.72	39.55	45.11
C3	N43°30'06"E	21.04	26.34	28.46
C4	N19°33'10"E	24.34	12.44	12.58