

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

Monday, February 15, 2010

5:30 p.m.

Notice of a special meeting of the Asheboro City Council is hereby given. This meeting will be held on Monday, the 15th day of February, 2010, at 5:30 p.m. in the Council Chamber of the Asheboro Municipal Building, 146 N. Church Street, Asheboro, North Carolina.

This special meeting has been called for the purpose of allowing the mayor and members of the Asheboro City Council to address the following issues:

1. A consent agenda that includes approval of a new lease agreement for the McCrary Ballpark and ordinances appropriating funding for architectural services for the Sunset Theatre Project, professional services to be provided by the Buxton Company, and equipment needed in order to actively utilize the government access channel found on Time Warner Cable Channel 8.
2. A conceptual discussion of potential improvements for the city's regulation of adult businesses.
3. A conceptual discussion of potential improvements for the city's regulation of signs.

This notice is issued on the 12th day of February, 2010, in accordance with the laws and ordinances of the State of North Carolina and the City of Asheboro.

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

#

**SPECIAL MEETING
ASHEBORO CITY COUNCIL
COUNCIL CHAMBER, MUNICIPAL BUILDING
MONDAY, FEBRUARY 15, 2010
5:30 p.m.**

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

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

- John N. Ogburn, III, City Manager
- Dumont Bunker, P.E., City Engineer
- Holly H. Doerr, City Clerk/Senior Legal Assistant
- John L. Evans, Planner
- Cassandra M. Fletcher, Marketing Specialist
- R. Wendell Holland, Zoning Administrator
- R. Reynolds Neely, Jr., Planning Director
- Jeffrey C. Sugg, City Attorney

1. Call to order.

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

2. Consent Agenda:

Upon motion by Dr. Fountain and seconded by Mr. Bell, Council voted unanimously to approve the following consent agenda items:

- (a) **An ordinance amending the general fund for fiscal year 2009-2010 to appropriate funding to the Sunset Theatre Project Fund (Fund #67) for architectural services to be provided by Architect S.W. Cofer, PLLC.**

11 ORD 2-10

ORDINANCE TO AMEND THE GENERAL FUND FY 2009-2010

WHEREAS, The City Council has selected S. W. Cofer, PLLC as Architect for the Sunset Theatre Renovation project as referenced in Resolution 43 RES 9-07 dated the 6th day of September, 2007, and;

WHEREAS, the contract for these services amounts to \$176,635.87 which includes architectural services and various design services at a total cost of \$162,678.37 and a 10% contingency of \$13,957.50 to cover additional services requested by the City of Asheboro, and;

WHEREAS, the funding for these services will eventually be provided from monies raised in the Sunset Theatre Capital Campaign which is now underway but in the short term will be provided in the form of a loan from the General Fund to the Sunset Theatre fund, and;

WHEREAS, the budget as adopted requires amendment to reflect the appropriation of fund balance for this transfer to the Sunset Theatre Project fund, and;

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

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

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

<u>Account #</u>	<u>Revenue Description</u>	<u>Increase</u>	<u>Amended Budget</u>
10-399-0000	Fund Balance Appropriation	176,636	977,774

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>	<u>Amended Budget</u>
10-615-6700	Contribution to Sunset Theater Project	176,636	316,136

Adopted this the 15^h day of February 2010.

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

ATTEST:

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

- (b) **An ordinance amending the Sunset Theatre Project Fund (Fund #67) to appropriate funding for architectural services provided by Architect S.W. Cofer, PLLC.**

12 ORD 2-10

ORDINANCE TO AMEND SUNSET THEATRE PROJECT (FUND #67)

WHEREAS, The City Council has selected S. W. Cofer, PLLC as Architect for the Sunset Theatre Renovation project as referenced in Resolution 43 RES 9-07 dated the 6th day of September, 2007, and;

WHEREAS, the contract for these services amounts to \$176,635.87 which includes architectural services and various design services at a total cost of \$162,678.37 and a 10% contingency of \$13,957.50 to cover additional services requested by the City of Asheboro, and;

WHEREAS, the funding for these services will eventually be provided from monies raised in the Sunset Theatre Capital Campaign which is now underway but in the short term will be provided in the form of a loan from the General Fund to the Sunset Theatre fund, and;

WHEREAS, the Sunset Theatre Project budget as adopted requires amendment to reflect the appropriation of funds from the General Fund and the matching expenses noted above, and;

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

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

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

<u>Account #</u>	<u>Revenue Description</u>	<u>Increase</u>	<u>Amended Budget</u>
67-360-0000	Contribution from General Fund	176,636	536,336

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>	<u>Amended Budget</u>
67-840-0000	Professional Services	176,636	321,336

Adopted this the 15^h day of February 2010.

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

ATTEST:

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

- (c) **A budget ordinance amending the general fund for fiscal year 2009-2010 to appropriate funding for professional services to be provided by the Buxton Company.**

13 ORD 2-10

ORDINANCE TO AMEND THE GENERAL FUND FY 2009-2010

WHEREAS, The City Council heard a presentation by Chip Rodgers at the planning retreat on January 21, 2010 about the services the Buxton Company can provide in developing a retail development strategy, called Community ID, that can be implemented by the City of Asheboro, and;

WHEREAS, the Buxton Company has delivered a proposal which identifies the utilization of the Buxton Company resources and expertise to develop a 4 phases strategy which includes 1) researching and verifying Asheboro's retail trade area, 2) evaluating Asheboro's retail potential, 3) matching retailers and restaurants to Asheboro's market potential, and 4) Assembly and delivering marketing packages for each targeted retailer identified for a fee of \$70,000, and;

WHEREAS, the City Council desires to continue to promote the City of Asheboro and develop the resources needed to actively pursue and bring new industry and business to the City of Asheboro to continue to enhance citizens quality of life as well as diversify the tax base and therefore approved this proposal at the City Council Meeting on February 4, 2010, and;

WHEREAS, the budget as adopted requires amendment to reflect the appropriation of fund balance for the professional services expense, and;

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

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

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

<u>Account #</u>	<u>Revenue Description</u>	<u>Increase</u>	<u>Amended Budget</u>
10-399-0000	Fund Balance Appropriation	<u>70,000</u>	796,938
	Total Increase	<u>70,000</u>	

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>	<u>Amended Budget</u>
10-490-0400	Professional Services	<u>70,000</u>	70,000
	Total Increase	<u>70,000</u>	

Adopted this the 15th day of February 2010.

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

ATTEST:

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

- (d) **An ordinance amending the general fund for fiscal year 2009-2010 to appropriate funding for active usage of the government access channel found on Time Warner Cable Channel 8.**

14 ORD 2-10

ORDINANCE TO AMEND THE GENERAL FUND FY 2009-2010

WHEREAS, The City of Asheboro staff has proposed the active usage of the Time Warner Cable Channel 8 government access channel to disseminate information to residents and businesses about programs, services, upcoming meetings and special events sponsored by the City of Asheboro in an electronic bulletin board format, and;

WHEREAS, equipment costing approximately \$4,200 will be needed to allow The City of Asheboro to manage the content of the channel by remote access from City Hall into the Time Warner Cable studio, and display the content in a more dynamic manner than the current blue background, and;

WHEREAS, the City Council desires to continue to promote the City of Asheboro thru marketing and communication mediums available and therefore approved the proposal for the usage of the government channel and its policy and guidelines at the Council Meeting on February 4, 2010, and;

WHEREAS, the budget as adopted requires amendment to reflect the appropriation of fund balance for the equipment expense, and;

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

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

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

<u>Account #</u>	<u>Revenue Description</u>	<u>Increase</u>	<u>Amended Budget</u>
10-399-0000	Fund Balance Appropriation	<u>4,200</u>	801,138
	Total Increase	<u>4,200</u>	

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>	<u>Amended Budget</u>
10-490-7400	Capital Outlay: Equipment	<u>4,200</u>	4,200
	Total Increase	<u>4,200</u>	

Adopted this the 15^h day of February 2010.

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

ATTEST:

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

[Please note the preceding budget ordinance amendments were listed on the approved consent agenda in the order indicated above. For purposes of internal consistency, the budget ordinance amendments should be viewed (and should have been listed on the agenda) in the following order:

- i. **A budget ordinance amending the general fund for fiscal year 2009-2010 to appropriate funding for professional services to be provided by the Buxton Company.**

13 ORD 2-10

ORDINANCE TO AMEND THE GENERAL FUND FY 2009-2010

WHEREAS, The City Council heard a presentation by Chip Rodgers at the planning retreat on January 21, 2010 about the services the Buxton Company can provide in developing a retail development strategy, called Community ID, that can be implemented by the City of Asheboro, and;

WHEREAS, the Buxton Company has delivered a proposal which identifies the utilization of the Buxton Company resources and expertise to develop a 4 phases strategy which includes 1) researching and verifying Asheboro's retail trade area, 2) evaluating Asheboro's retail potential, 3) matching retailers and restaurants to Asheboro's market potential, and 4) Assembly and delivering marketing packages for each targeted retailer identified for a fee of \$70,000, and;

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

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	Total Increase	<u>70,000</u>	

Adopted this the 15th day of February 2010.

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

ATTEST:

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Holly H. Doerr, City Clerk

- ii. **An ordinance amending the general fund for fiscal year 2009-2010 to appropriate funding for active usage of the government access channel found on Time Warner Cable Channel 8.**

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- iii. **An ordinance amending the general fund for fiscal year 2009-2010 to appropriate funding to the Sunset Theatre Project Fund (Fund #67) for architectural services to be provided by Architect S.W. Cofer, PLLC.**

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Holly H. Doerr, City Clerk

- iv. **An ordinance amending the Sunset Theatre Project Fund (Fund #67) to appropriate funding for architectural services provided by Architect S.W. Cofer, PLLC.**

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Adopted this the 15^h day of February 2010.

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

ATTEST:

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

This insert is provided for ease of reference.]

- (e) **An agreement with Acme-McCrary Corporation/Sapona Manufacturing Company, Incorporated Employees' Fitness Center for the lease of McCrary Ballpark.**

STATE OF NORTH CAROLINA

**LEASE AGREEMENT
(McCrary Ballpark)**

COUNTY OF RANDOLPH

THIS LEASE is made and entered into this 1st day of March, 2010, by and between ACME-McCRARY CORPORATION / SAPONA MANUFACTURING COMPANY, INCORPORATED EMPLOYEES' FITNESS CENTER, a North Carolina non-profit corporation with its principal office located in Randolph County, North Carolina, (hereinafter referred to as the "Lessor") and THE CITY OF ASHEBORO, NORTH CAROLINA, a North Carolina municipal corporation located in Randolph County, North Carolina, (hereinafter referred to as the "Lessee").

WITNESSETH:

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

The real property and improvements known as the McCrary Ballpark that are described in a warranty deed, dated July 29, 2004, from Acme-McCrary Corporation to the Lessor. This warranty deed, which was recorded in Book 1882, Page 607, Randolph County Public Registry on August 16, 2004, is hereby incorporated into this lease by reference as if copied fully herein.

TO HAVE AND TO HOLD the same with the privileges and appurtenances thereunto belonging to the Lessee and its successors and assigns upon the following terms and conditions:

1. TERM: The term of this lease shall be for a period of two hundred forty (240) months commencing on the 1st day of March, 2010 and ending on the 28th day of February, 2030.

2. RENTAL/LATE FEE: Lessor hereby reserves and Lessee agrees to pay, as rental for the Premises for the initial sixty (60) months of the term, the sum of One Thousand Five Hundred Twenty and No/100 Dollars (\$1,520.00) per month, payable in advance, on or before the 5th day of each month. The monthly rental shall be increased during the term of this lease according to the following schedule:

- a. On March 1, 2015, the monthly rental for the next sixty (60) months of the term shall be increased by three percent (3%) over the monthly rental paid during the preceding sixty (60) months;
- b. On March 1, 2020, the monthly rental for the next sixty (60) months of the term shall be increased by three percent (3%) over the monthly rental paid during the preceding sixty (60) months; and
- c. On March 1, 2025, the monthly rental for the next sixty (60) months of the term shall be increased by three percent (3%) over the monthly rental paid during the preceding sixty (60) months.

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

3. PERMITTED USE: The Lessee shall use and occupy the Premises for the exclusive purpose of a sports facility and for no other purpose without the written consent of Lessor. Lessee shall promptly comply with all laws, ordinances, and lawful requirements of governmental authorities affecting the Premises hereby leased and the cleanliness, safety, occupation, and use of the same.

4. ALTERATIONS AND IMPROVEMENTS: During the term hereof, Lessee may make such alterations and improvements as may be necessary for the use of the Premises; provided, however, that the Lessee shall make no structural alterations without the prior written consent of the Lessor. Such work shall be performed in a first-class, workmanlike manner and shall not weaken or impair the structural integrity of the Premises or change the purposes for which the Premises may be used. All work shall be accomplished according to plans and specifications which shall be first submitted to and approved by the Lessor. Prior to the commencement of such alterations or improvements, the Lessee shall be responsible for and shall secure all governmental and utility permits.

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

5. MAINTENANCE: Lessee covenants that, during the lease term, it will keep the Premises in good order and repair. Lessee further covenants to be solely responsible for any and all maintenance, grounds keeping, and other upkeep of the Premises as well as all costs, claims, damages, or losses caused or arising at the Premises, and Lessee shall hold Lessor absolutely harmless therefore.

6. ASSIGNMENT AND SUBLETTING: Subject to the express permission granted herein by the Lessor for the Lessee to sublet the Premises to Copperheads Baseball, L.L.C., the Lessee for itself and its successors and assigns covenants that it shall not assign nor sublet the Premises or any part thereof, absent prior written approval of the Lessor, which shall not be unreasonably withheld.

The Lessor hereby expressly authorizes the Lessee to sublet the Premises to Copperheads Baseball, L.L.C. and its successors and assigns for use as a summer collegiate baseball program sports facility during the term of this lease and any extensions thereof.

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

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

If such damage or destruction is due to the fault or neglect of the Lessee, its employees, agents, invitees, customers, or licensees, without prejudice to any other rights and remedies of the Lessor and without prejudice to the rights of subrogation of the Lessor's insurer, the damage may be repaired by the Lessor, but there shall not be any apportionment or abatement of rent.

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

The Lessee shall provide and keep in force, in such form as is acceptable to the Lessor, comprehensive general liability insurance consisting of coverage for bodily injury and property damage with a combined single limit of not less than \$1,000,000.00 per occurrence. In addition, Lessee shall indemnify and hold the Lessor harmless from and against any and all loss, damage, and liability arising or resulting from any default hereunder or any tortious or negligent act on the part of the Lessee, or its officers, servants, employees or agents.

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

9. UTILITIES: The Lessee shall pay the costs of all utilities, it may choose to utilize at the Premises. The Lessee shall also furnish all ancillary requirements at the Premises, including electrical light bulbs to be furnished and installed.

10. RIGHT OF ENTRY: The Lessor, its agents, and other representatives shall have the right to enter into and upon the Premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation of the Premises. Lessor, its agents or representatives, shall also have the right to enter said Premises at reasonable times, for the purpose of showing the same to prospective lessees or purchasers and to place "For Lease" notice at the Premises, which notice Lessee shall permit to remain thereon as long as the same does not substantially interfere with its use of the Premises. Nothing herein contained, however, shall be deemed or construed to impose upon the Lessor any obligation or responsibility or liability whatsoever for the care, supervision, or repair of the Premises or any part thereof, other than as herein provided.

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

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

(b) The failure of Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice of such failure;

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

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

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

14. NOTICES: All notices shall be sent by certified mail, return receipt requested, to the following addresses:

If to the Lessor: Acme-McCrary Corporation / Sapona Manufacturing Company,
Incorporated Employees' Fitness Center
159 North Street
Asheboro, North Carolina 27203
Attn: Ms. Rhonda Holladay

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

IN WITNESS WHEREOF, Lessor and Lessee have executed this lease as of the day and year first above written.

LESSOR:

ACME-McCRARY CORPORATION / SAPONA
MANUFACTURING COMPANY,
INCORPORATED EMPLOYEES' FITNESS
CENTER

ATTEST:

By _____
President

Secretary

LESSEE:

CITY OF ASHEBORO

ATTEST:

By _____
Mayor

City Clerk

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

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

I, _____, a Notary Public of the county and state aforesaid, certify that _____, personally came before me this day and acknowledged that he is Secretary of Acme-McCrary Corporation/Sapona Manufacturing Company, Incorporated Employees' Fitness Center, a North Carolina non-profit corporation, and that, by authority duly given and as the act of the corporation, the foregoing document was signed in its name by its President, sealed with the corporate seal, and attested by the Secretary.

WITNESS my hand and seal, this ____ day of _____, 2010.

Notary Public

My commission expires:

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

I, _____, a Notary Public of the county and state aforesaid, certify that Holly H. Doerr personally appeared before me this day and acknowledged that she is the Clerk for the City of Asheboro, a 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 the City Clerk.

WITNESS my hand and seal, this ____ day of _____, 2010.

Notary Public

My commission expires:

3. Land use items:

(a) Discussion of potential conceptual improvements for the City's regulation of adult establishments.

Mr. Neely initiated a discussion in regards to the city's regulation of adult establishments. The city's current zoning ordinance allows adult businesses in the B2, B3, and TH zoning districts, requiring 1,000 feet of separation between residential zoning districts, schools, and religious institutions. The planning department staff believes that these restrictive measures may not be legally sustainable.

Through extensive research, the planning department staff offered alternative approaches for the Council's review. The staff proposes that the city regulate the development of adult businesses so that they may locate within the city's planning jurisdiction and have the least possible negative impact on neighboring properties. These alternative approaches include, but are not limited to, the following:

1. Restricting adult businesses to certain zoning districts.
2. Requiring the separation of adult businesses from neighboring properties, such as homes, schools, daycares, places of worship, and parks.
3. Requiring buffering/screening and other site specific requirements.
4. Utilizing special use permits for certain types of adult businesses.

During substantive discussion, Council Members expressed their concerns and asked the city staff to continue exploring ideas and regulations in order to develop proposed amendments for Council's review during a properly advertised public hearing. Additionally, the Council Members expressed their general support for the staff's conceptual goal of placing limitations on the location and operation of adult businesses in order to minimize negative secondary effects while simultaneously ensuring that the city's regulations do not unintentionally eliminate from the city's jurisdiction businesses engaged in offering legally protected expression.

(b) Discussion of potential conceptual improvements for the City's regulation of signs.

Mr. Neely gave an overview of the city's current sign regulations and asked for the Council's direction as to how to improve these regulations. Throughout discussion, Council Members suggested that city staff look at sign ordinances of other cities. Additionally, Council Members expressed that amendments to the city's sign ordinance should address the over abundance of signs within the city along with the regulation of the types and sizes of signs located within the city.

The Council Members consistently expressed their desire to achieve a better balance between allowing businesses to attract customers and enhancing the city's visual attractiveness. The planning department staff will take into consideration these suggestions and ideas and will continue to research this issue in further detail.

4. Items not on the agenda.

Mayor Smith announced that May 13th and 14th are potential dates for the Council's Spring planning retreat.

There being no further business, the meeting was adjourned at 7:08 p.m.

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

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