

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. Update on A3 and Community Fitness project.

Ms. Janet Hughes, Community Wellness Manager of Randolph Hospital, presented an overview of the A3 (Alive, Active, Able) Community Wellness Committee's organizational structure by distributing to the Council Members a handout stating the committee's mission and vision statements as well as illustrating a flow chart of the committee's teams and executive committee. The committee consists of volunteers who are focused on promoting health and wellness within the community. Additionally, Ms. Hughes reported to the Council that the committee has applied for a grant for programming in nutrition and physical activity, and the status of the grant will be available in January of 2013.

A copy of the handout distributed by Ms. Hughes is on file in the City Clerk's office.

Ms. Lisa J. Park, Active Living Coordinator for the City of Asheboro, presented an overview of the city's Community Fitness project. Ms. Park reported that she currently leads group walks downtown during the week as well as weekly exercise classes for senior citizens. Ms. Park reported that additional exercise classes will be added including, but not limited to, a balance class for senior citizens along with exercise classes for city employees in the future.

Mr. Wendell Holland, a member of the A3 Community Wellness Committee expressed his appreciation of the city's involvement in the community health and wellness. Additionally, Mayor Smith and Mr. Ogburn expressed their appreciation for the support provided by Randolph Hospital and the leadership provided by Ms. Hughes and Ms. Park to advance these programs.

3. Update on Performance Measurement project.

Mr. Ogburn introduced Mr. Chris Kennedy, Planning Intern, who presented a visual presentation in regards to the city's performance measurement project through the International City/County Management Association Center for Performance Management. The performance measurement project consists of a survey containing questions to be sent to key service areas in order to create a performance baseline for services provided by the city. These key service areas will then be evaluated from year to year in addition to being compared to other participating jurisdictions. This project would allow participants to:

- Monitor organizational performance;
- Make evidence-based decisions;
- Identify efficiencies and cost-saving opportunities; and
- Demonstrate high performance.

During his presentation, Mr. Kennedy noted that the performance measurement questions are intended to help capture many critical performance indicators in 14 key service areas with approximately 5 to 10 questions for each department. These questions are intended to measure the following:

- Input Measures:
 - Expenditures or Labor Units
- Output Measures
 - Units of service provided or items produced
- Outcome (effectiveness) Measures:
 - How well is the program reaching its mission?
- Efficiency Measures:
 - How well is the organization using its resources?

The departments usually surveyed during these projects include the following:

External Services

Code Enforcement
Fire & EMS
Highways & Roads
Library Services
Parks & Recreation
Permits, Planning, & Land Use
Police Services
Solid Waste

Internal Services

Facilities Management
Fleet Management
Human Resources
Information Technology
Procurement
Risk Management

In terms of performance measurement for the City of Asheboro, Mr. Kennedy reported that information from certain departments has already been collected and submitted to ICMA during the month of October 2012. A final narrative report may be available from the ICMA Center for Performance Management during late December 2012 or early January 2013.

Mr. Kennedy emphasized to the Council Members that the outcome of this project would enable city staff to learn how efficient city services are delivered in addition to learning from other municipalities about their services. Additionally, this project would allow more informed decisions regarding city services, especially during the budget allocation process. And most importantly, the citizens of Asheboro would be served more efficiently.

4. Lake Lucas Watershed Protection Project:

(a) Consideration of a resolution authorizing an offer to purchase approximately 33 acres of land contiguous with Lake Lucas.

Mr. Ogburn presented a resolution authorizing an offer to purchase approximately 33.089 acres of land located within the watershed for Lake Lucas. The city's intent in purchasing this land is to foster water quality enhancement by removing the Watershed Parcel from the inventory of land available for potentially detrimental land disturbing activities.

The Farm at Little River, LLC has expressed a willingness to convey said parcel of land to the city for an appraised value of \$415,000.00. The acquisition of the land is consistent with the city's goals for protecting its natural resources, including a high quality water supply.

Upon motion by Mr. Burks and seconded by Mr. Hunter, Council voted unanimously to adopt the following resolution by reference.

48 RES 10-12

**RESOLUTION AUTHORIZING AN OFFER BY THE CITY OF ASHEBORO
TO PURCHASE CERTAIN REAL PROPERTY**

WHEREAS, The Farm at Little River, LLC, a North Carolina limited liability company, owns a parcel of land (Randolph County Parcel Identification Number 7742338623) that contains approximately 33.089 acres of land located within the watershed for Lake Lucas in Back Creek Township, Randolph County, North Carolina (this parcel of land will be hereinafter referred to as the "Watershed Parcel"); and

WHEREAS, the City of Asheboro would like to foster water quality enhancement by protecting the existing natural vegetative buffer by removing the Watershed Parcel from the inventory of land available for potentially detrimental land disturbing activities; and

WHEREAS, the manager for The Farm at Little River, LLC has expressed a willingness to convey the Watershed Parcel to the City of Asheboro in fee simple in consideration of the payment of the appraised value of the parcel, which is four hundred fifteen thousand and no hundredths dollars (\$415,000.00); and

WHEREAS, the Asheboro City Council has concluded that the proposed purchase price is reasonable, and the acquisition of this land is consistent with the Council's goals for protecting the city's natural resources, specifically including a high quality water supply;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the OFFER TO PURCHASE AND CONTRACT attached to this resolution as ATTACHMENT A and incorporated into this resolution by reference as if copied fully herein is hereby approved; and

BE IT FURTHER RESOLVED that Mayor Smith and the city's appointed officials are hereby authorized to execute any and all documents and instruments necessary for the acquisition of the Watershed Parcel in accordance with the terms and conditions of the approved OFFER TO PURCHASE AND CONTRACT.

This resolution was adopted by the Asheboro City Council in open session during a special meeting held on the 25th day of October, 2012.

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

ATTEST:

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

ATTACHMENT A

STATE OF NORTH CAROLINA

**OFFER TO PURCHASE
AND CONTRACT**

COUNTY OF RANDOLPH

The CITY OF ASHEBORO (hereinafter referred to as the "Buyer"), a North Carolina municipal corporation, hereby contracts and agrees to purchase and THE FARM AT LITTLE RIVER, LLC (hereinafter referred to as the "Seller"), a North Carolina limited liability company, hereby contracts and agrees to sell and convey to Buyer a tract or parcel of land that contains 33.089 acres, more or less, of land located in Back Creek Township, Randolph County, North Carolina. This tract or parcel of land is identified by Randolph County Parcel Identification Number 7742338623 and is shown on a plat of survey attached hereto as EXHIBIT 1.

The plat of survey attached to this contract as EXHIBIT 1, and hereby incorporated into this contract by reference as if copied fully herein, was prepared as Job No. 11-029 by Thomas Scaramastra, Professional Land Surveyor with license number L-4421. The said plat of survey is entitled "Proposed Property Acquisition by City of Asheboro LAKE LUCAS WATERSHED PROTECTION" and is dated October 5, 2012.

The purchase price for the above-described parcel of land is four hundred fifteen thousand and no hundredths dollars (415,000.00).

This offer from the Buyer is subject to the following terms and conditions which, if accepted by the Seller, shall be deemed to be the terms and conditions of sale:

1. The Buyer shall be responsible for obtaining and paying for a title examination and any other studies deemed appropriate in the sole discretion of the Buyer. If the results or findings of any such studies or examinations are not acceptable to the Buyer, written notice shall be provided to the Seller. The parties shall make a reasonable effort to resolve any unsatisfactory matters disclosed by said studies or examinations. If such unsatisfactory matters cannot be resolved prior to the closing date referenced below, the Buyer may terminate its offer without any penalty or cost to itself, and the parties shall have no further rights or obligations regarding the sale of the above-described property.
2. The Seller shall be responsible for the payment of the following expenses: (i) The preparation of the North Carolina General Warranty Deed specified herein; (ii) Any excise or revenue stamps associated with the conveyance of the real property from the Seller to the Buyer; and (iii) Ad valorem taxes prorated to the date of closing.
3. The Buyer shall be responsible for the payment of the fees charged by the office of the Register of Deeds for Randolph County, North Carolina in order to record the North Carolina General Warranty Deed specified herein. Additionally, the Buyer will pay the closing costs not otherwise assigned to the Seller by this agreement.
4. All deeds of trust, liens, and other charges against the property must be paid and cancelled by the Seller prior to or at closing.
5. Title must be delivered by the Seller at closing by means of a North Carolina General Warranty Deed and must be fee simple marketable title, free of all encumbrances and exceptions other than those specifically approved by the Buyer. The deed is to be made to the City of Asheboro, a North Carolina municipal corporation.
6. Closing shall be completed on or before **November 30, 2012, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.**

7. This contract contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions, or deletions hereto must be in writing and signed by both parties.

DATE OF OFFER: _____

CITY OF ASHEBORO ("BUYER"):

By: _____
David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, 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

DATE OF ACCEPTANCE: _____

THE FARM AT LITTLE RIVER, LLC ("SELLER"):

J.B. Davis, Member-Manager of The Farm at Little River, LLC

(b) Consideration of a resolution authorizing a grant application for funding in support of this land acquisition.

Mr. Kennedy presented a resolution authorizing a grant application for funding supporting the acquisition of approximately 33.089 acres of land contiguous with Lake Lucas. The acquisition of said land assists the city in the commitment of enhancing the protection of the watershed for Lake Lucas, the city's primary water reservoir. In addition to protecting the watershed from potentially harmful development, this land acquisition provides the city with the opportunity to develop a low-impact public recreational facility on the property. This project would be known as the Peninsula Park Watershed Protection Project.

During his presentation, Mr. Kennedy explained that the aforementioned resolution authorizes the City of Asheboro to apply for a grant from the State of North Carolina requesting financial assistance in the amount of \$207,500.00 or 50% of the project construction cost, whichever is the lesser amount.

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

49 RES 10-12

RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT FUNDING IN SUPPORT OF THE PENINSULA PARK WATERSHED PROTECTION PROJECT

WHEREAS, the City of Asheboro is committed to identifying and actively pursuing courses of action that will enhance the protection of the watershed for Lake Lucas, which is the city's primary water reservoir; and

WHEREAS, the City of Asheboro has identified and is seeking to acquire approximately 33.089 acres of land contiguous with Lake Lucas that, if acquired, will enhance the protection afforded to the watershed for Lake Lucas; and

WHEREAS, in addition to protecting the Lake Lucas watershed from potentially harmful development, the contemplated acquisition of the said 33.089 acre tract or parcel of land would provide

the City of Asheboro with the opportunity to construct a low-impact recreational facility for the citizens and residents of the City of Asheboro; and

WHEREAS, this effort to acquire undeveloped land contiguous with Lake Lucas in furtherance of watershed protection and to develop a low-impact recreational facility on the prospective city-owned property has been favorably reviewed by the Asheboro City Council as the Peninsula Park Watershed Protection Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that financial assistance in the amount of two hundred seven thousand five hundred and no hundredths dollars (\$207,500.00) or fifty percent (50%) of the project construction cost, whichever is the lesser amount, is requested from the State of North Carolina for the Peninsula Park Watershed Protection Project; and

BE IT FURTHER RESOLVED that the City of Asheboro assumes full responsibility for payment of the balance of project costs; and

BE IT FURTHER RESOLVED that the City of Asheboro will obtain all necessary State and Federal permits for the proposed project; and

BE IT FURTHER RESOLVED that, in undertaking the proposed project, the City of Asheboro will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments; and

BE IT FURTHER RESOLVED that the City of Asheboro will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications; and

BE IT FURTHER RESOLVED that the City of Asheboro will obtain suitable spoil disposal areas as needed and all other easements or rights-of-way that may be necessary for the construction and operation of the project without cost or obligation to the State; and

BE IT FURTHER RESOLVED that the City of Asheboro will assure that the project is open for use by the public on an equal basis; and

BE IT FURTHER RESOLVED that the City of Asheboro will hold the State harmless from any damages that may result from the construction, operation, and maintenance of the project; and

BE IT FINALLY RESOLVED that the City of Asheboro will accept responsibility for the operation and maintenance of the completed project.

This resolution was adopted by the Asheboro City Council in open session during a special meeting held on the 25th day of October, 2012.

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

ATTEST:

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

5. Initiation of the process to identify and consider candidates for service on the 5-member Asheboro Airport Authority that currently has a vacant seat.

Mr. Ogburn announced that Mr. Ed Dunn has retired as a member of the Asheboro Airport Authority and reviewed the process for considering appointments to city authorities, boards, commissions, and committees. Currently, no one has filed an application with the City Clerk indicating an interest in serving on the Asheboro Airport Authority.

On November 1, 2012, a notice will be placed on the city's website, on Channel 8, and a media release will be sent to local publications announcing the current vacancy. Applications to serve on the Asheboro Airport Authority will be accepted until 5:00 p.m. on November 30, 2012.

In December, Council Members will be given a list of applicants from which they may either select a person for appointment or forward the list of applicants to the Airport Authority for further screening. If the list is forwarded for further screening, the Airport Authority will select a minimum of two recommendations for Council's consideration, and the Council will select the appointee.

Mayor Smith asked the Council Members to encourage interested citizens to apply for the vacancy.

