AMENDED AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, MAY 6, 2021, 7:00 PM

1. Call to order.

2. Silent prayer and pledge of allegiance.

3. Mayor Smith will present the Pride in Asheboro Award to Susan Hayes and the Randolph County Department of Public Health for their exemplary service during the COVID-19 Pandemic.

4. Mark Hensley, Executive Director of Randolph Senior Adults Association, will provide a briefing on senior services provided during the COVID-19 pandemic.

5. Mayor Smith will provide an update on Randolph County's amended application to the Rural Health Stabilization Fund and the possibility of county and city appropriations to a successful buyer of the Randolph Health assets.

6. Public comment period.

7. Consent Agenda:

   (a) Approval of the meeting minutes for the regular city council meeting on April 8, 2021.

   (b) Approval of the meeting minutes for the special city council meeting on April 20, 2021.

   (c) Approval of the minutes and the general account of the closed session conducted during the special city council meeting on April 20, 2021.

   (d) Acknowledgment of the receipt from the Asheboro ABC Board of its meeting minutes for March 1, 2021.

   (e) Approval of the audit contract for fiscal year 2020-2021.

   (f) Approval of a resolution authorizing the sealed bid sale of standing timber on city-owned land at the Wastewater Treatment Plant.

   (g) As recommended by the airport authority, approve WK Dickson's Work Authorization No. 6 and the use of NPE funds for the design, bid, and contract administration work needed to build an 80' by 80' hangar.

(h) Acknowledge receipt of the Asheboro Airport Authority Annual Report.

(i) Acknowledge receipt of the City of Asheboro Planning Board Annual Report.

(j) Approval of the community development division's request to schedule for June 10, 2021, and to advertise, the hearings required for the following land use cases:

(I) Application to rezone from R15 to R10 property identified by parcel identification number 7760066359 that is located at the southeastern corner of Cliff Road and Emerson Drive;

(II) Application for a local historic landmark designation for the house built in 1919 and identified as the Walter Anderson Bunch, Jr. house at 111 South Main Street; and

(III) Application for a local historic landmark designation for the house built in 1924 and identified as the Henry Moorings Robins house at 117 South Main Street.

8. Community Development Director Trevor Nuttall will introduce the following land use cases:

(a) Legislative Hearing (Case No. RZ-21-02): Proposed zoning ordinance text amendments designed to align the city zoning ordinance with the changing legal framework for the regulation of development. **[This case was continued from the council's meeting on April 8, 2021.]**

(b) Legislative Hearing (Case No. RZ-21-03): Application to rezone from R10 to R40 property identified by parcel identification number 7761458800 that is located on the north side of Kidd Drive. **[The applicant has requested the continuance of this case to the council's next regular meeting on June 10, 2021.]**

(c) Legislative Hearing (Case No. RZ-21-04): Application to rezone from I2 to B2 property identified by parcel identification number 7751640197 that is located at 532 West Salisbury Street.

(d) Request for Preliminary Plat Approval (Case No. SUB-95-06): Windcrest Acres, Section 3

(e) Announcement of a vacancy on the redevelopment commission due to the resignation of Vice-Chairperson Cynthia Bailey.

9. City Engineer Michael Leonard, PE will present the annexation petitions listed below.

(a) Property at 2835 Zoo Parkway owned by Robert and Kelly Link:

(I) Resolution directing the city clerk to investigate the annexation petition;

(II) Resolution setting the date for a public hearing; and

(III) Consideration of the issuance of a temporary connection permit.

(b) Property at 416 North Patton Avenue owned by Charles Ridley:

(I) Resolution directing the city clerk to investigate the annexation petition;

(II) Resolution setting the date for a public hearing; and

(III) Consideration of the issuance of a temporary connection permit.

10. City Manager John Ogburn will present a street closure request from Downtown Asheboro, Inc. for the StrEATery event scheduled for May 8, 2021.

11. Upcoming events and items not on the agenda.

12. Adjournment.

REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, APRIL 8, 2021
7:00 PM

This being the time and place for a regular meeting of the Asheboro City Council, a meeting was held with the following elected officials and city management team members present:

David H. Smith	) – Mayor Presiding
Clark R. Bell	)
Edward J. Burks	)
Walker B. Moffitt	) – Council Members Present
Jane H. Redding	)
Katie L. Snuggs	)
Charles A. Swiers	)
Linda H. Carter	) – Council Member Absent

John N. Ogburn, III, City Manager
Jimmy L. Cagle, Facilities Maintenance Director
Holly H. Doerr, CMC, NCCMC, City Clerk
John L. Evans, Asst. Community Development Director
Mark T. Lineberry, Chief of Police
Justin T. Luck, Planning and Zoning Administrator
Michael D. Rhoney, Water Resources Director
Jonathan M. Sermon, Recreation Services Director
Jeffrey C. Sugg, City Attorney
Tammy M. Williams, Deputy City Clerk

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. The number of elected officials, city employees, and private citizens physically present in the council chamber at any point in time was limited in order to maintain the physical distancing recommended by public health authorities during the current coronavirus pandemic.

2. Moment of silent prayer and pledge of allegiance.

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

3. Recognition of Facilities Maintenance Director Jimmy L. Cagle for receiving the 2019 North Carolina Continuing Education Electrical Instructor of the Year Award.

Mayor Smith recognized Facilities Maintenance Director Jimmy Cagle for receiving the 2019 North Carolina Continuing Education Electrical Instructor of the Year Award. The award, which was delayed because of measures designed to mitigate the spread of COVID-19, was presented by the North Carolina State Board of Examiners of Electrical Contractors. On behalf of the city council and the municipal corporation, Mayor Smith thanked Mr. Cagle for his dedicated service to the citizens of Asheboro.

4. Presentation by Mr. Rashidi Everette.

Mr. Rashidi Everette asked for the formation of a committee to plan and promote a “Juneteenth” celebration. A celebration is currently scheduled for Saturday, June 19, 2021 at Bicentennial Park.

Mayor Smith and the council members expressed their general support for Mr. Everette’s work. In consultation and coordination with the city manager, methodologies for supporting the goals discussed by Mr. Everette will be examined.

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

5. Discussion of the recent StrEATery event sponsored by Downtown Asheboro Inc.

Ms. Emma Cheek, who is the owner of The Exchange, and Ms. Sara Holden and Mr. Greg Holden, who are the owners of Asheboro Bagel Co. and Asheboro Popcorn Co., discussed the adverse economic impact their businesses experienced as a consequence of the closure of Fayetteville Street on March 20, 2021. The section of Fayetteville Street in front of the above-listed businesses was closed as part of the “StrEATery” event sponsored by Downtown Asheboro Inc. on March the 20th.

Ms. Cheek and the Holdens expressed support for the downtown business community and for the outdoor dining events sponsored by Downtown Asheboro Inc. However, these business owners do have concerns about negative impacts associated with closing Fayetteville Street.

Representatives from Downtown Asheboro Inc. were present during this discussion. All of the parties agreed to take account of the concerns raised during this portion of the meeting and to work together to support outdoor dining events designed to mitigate negative impacts on pedestrian and vehicular traffic along Fayetteville Street.

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

6. Public comment period.

Mayor Smith opened the floor for public comments.

Mr. James Armstrong was present and presented concerns about crime and the response by the city government to incidents involving criminal activity.

Mr. Al LaPrade, a representative with Downtown Asheboro Inc., reiterated the commitment of the downtown organization to be responsive to the issues raised during the preceding segment of the meeting.

There being no further comments from the public, Mayor Smith closed public comment period. No action was taken by the council during this portion of the meeting.

7. Consent agenda:

Council Member Burks moved, and Council Member Redding seconded the motion, to approve/adopt, as presented, the following consent agenda items. Council Members Bell, Burks, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

(a) The meeting minutes for the city council's regular meeting on March 4, 2021.

The approved meeting minutes are on file in the city clerk's office, and an electronic copy of the approved minutes has been posted on the city's website.

(b) The acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for February 1, 2021.

The minutes of the meeting held by the Asheboro ABC Board on February 1, 2021, have been received by the city clerk, distributed to Mayor Smith and the council members for review, and have been filed in the city clerk's office.

(c) The community development division's request to schedule for May 6, 2021, and to advertise, legislative hearings on the following rezoning applications:

(i) Request to rezone a parcel of land (Randolph County Parcel Identification Number 7761458800) on the north side of Kidd Drive from R10 to R40 zoning; and

(ii) Request to rezone a parcel of land (Randolph County Parcel Identification Number 7751640197 at 532 West Salisbury Street from I2 to B2 zoning.

The hearings concerning the above-described land use cases will be scheduled and advertised in accordance with the applicable statutes/ordinances and then called for hearing by the Asheboro City Council during its regular meeting on May 6, 2021.

(d) The acknowledgement of an extension time between the preliminary and final plat approvals for the Hillcrest Subdivision.

Due to the novel coronavirus relief legislation found in Session Law 2021-3, the allowed time between the preliminary plat and final plat approvals for the Hillcrest Subdivision has been extended from April 30, 2021. The duration of this time extension is now directly tied to the duration of the pandemic related gubernatorial executive orders.

(e) The 2021 Downtown Farmers' Market operational days, hours, and special events.

The documentation transmitted by the recreation services director with the operational hours for the 2021 Downtown Farmers' Market is on file in the city clerk's office and may also be obtained by directly contacting the city's cultural and recreation services department. With the adoption of the consent agenda, the council acknowledged receiving the schedule for the 2021 Downtown Farmers' Market and left the schedule initially submitted by the recreation services director unaltered.

(f) Acknowledgement of the receipt and acceptance of the operational hours proposed by the recreation services director for city-owned pools during the 2021 season.

The documentation transmitted by the recreation services director with the operational hours for the pools is on file in the city clerk's office and may also be obtained by directly contacting the city's cultural and recreation services department. With the adoption of the consent agenda, the council acknowledged receiving the 2021 schedule for the city-owned pools and left the schedule initially submitted by the recreation services director unaltered.

(g) An ordinance to amend the Water & Sewer Fund for Fiscal Year 2020-2021 to account for the reallocation of funds to cover the cost of a new sewer vacuum truck.

13 ORD 4-21

ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2020-2021

WHEREAS, in October 2020, the City Council passed a budget amendment to allocate funding for lead abatement at the Water Treatment Plant, and;

WHEREAS, this project has been deferred to a future fiscal year, and;

WHEREAS, the both of Sewer Maintenance Department's sewer vacuum trucks are out of service and repair is not a reasonable option considering the age of the equipment and the high cost associated with the repair, and;

WHEREAS, the City is mandated to vacuum out 10% of the sewer lines each year and therefore having an operational vacuum truck is essential to operation, and;

WHEREAS, the cost of a new sewer vacuum truck with taxes, is estimated at $436,000, and

WHEREAS, to minimize the impact on retained earnings, the money allocated for the lead abatement at the Water Treatment Plant is being reallocated to cover the cost of a new sewer vacuum truck, and;

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

THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina that following expense line items are changed as follows:

That the following expense line item be increased / decreased:

Account #	Expense Description	Increase
30-820-4500	Contracted Services	(436,000)
30-850-7400	Capital Outlay	436,000
	Total Change	0

Adopted this 8th day of April, 2021.

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

ATTEST:

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

(h) Change Order Number 2 for the Zoo City Sportsplex Project.

With the adoption of the consent agenda, the council approved a change order that added to the Zoo City Sportsplex a maintenance building at a cost of $168,250.00 and maintenance area parking improvements at a cost of $38,250.00. The sum of the costs for these additions is $206,500.00. With the approval of Change Order Number 2, the adjusted contract price is $4,536,017.50.

A copy of the approved Change Order Number 2 for the Zoo City Sportsplex is on file in the city clerk's office and in the city engineering department.

(i) A resolution awarding to D. Richard Thompson his service side arm upon retirement from the Asheboro Police Department.

RESOLUTION NUMBER 06 RES 4-21

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION AWARDING TO DONALD RICHARD THOMPSON, JR. HIS SERVICE SIDE ARM UPON RETIREMENT FROM THE ASHEBORO POLICE DEPARTMENT

WHEREAS, after rendering honorable and valuable service to the City of Asheboro and its citizens throughout the course of his Asheboro Police Department career, which began on October 6, 1993, Police Captain D. Richard Thompson, Jr. will begin his retirement from employment with the city on May 1, 2021; 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 Captain Thompson for his dedicated service to the city by awarding to him, at a minimal monetary cost, the service side arm that he carried at the time of his retirement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, effective May 1, 2021, in consideration of the combination of his dedicated service to the City of Asheboro and the payment to the city of $1.00, D. Richard Thompson, Jr. is to be awarded ownership of his city-issued service side arm (a Glock model 45 9mm with serial no. BLKC082 and three magazines) upon a determination by the police department command staff that Mr. Thompson is eligible under the applicable federal and state laws to receive, own, or possess a firearm.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 8th day of April, 2021.

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

ATTEST:

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

8. Recommendations from David Putnam with the Piedmont Triad Regional Council.

(a) Adoption of the City of Asheboro's 2021 Comprehensive Parks and Recreation Plan.

David Putnam, who is a Community and Strategic Initiatives Planner for the Piedmont Triad Regional Council (PTRC), utilized a slide show to present the City of Asheboro Comprehensive Parks and Recreation Plan. The primary purpose of this plan is to provide the City of Asheboro with an accurate, usable plan to guide its actions and decisions concerning the following items:

(1) The role of recreation for the City;
(2) Park renovations and developments;
(3) Facility renovations and developments;
(4) Recreation programming strategies; and
(5) Cultural and recreation service delivery.

During his presentation, Mr. Putnam expressed that the updated plan would enable the city to make decisions regarding the upkeep of existing facilities and the development of new recreation facilities while ensuring access for the entire community. The plan is organized into five major components:

(1) Plan purpose and community overview;
(2) Existing facilities, trends, and standards;
(3) Community engagement;
(4) Recommendations and implementation; and
(5) The Zoo City Sportsplex Master Plan.

The city is prepared to submit a Parks and Recreation Trust Fund application by May 3, 2021, at 5:00 p.m. for the Zoo City Sportsplex Project in conformance with the Recreation Capital Improvement Project's schedule. In order to maximize the value of the city's grant application, the adoption of the updated comprehensive parks and recreation plan is critical, and city staff has recommended adoption, by reference, of the City of Asheboro Comprehensive Parks and Recreation Plan.

Council Member Bell moved, and Council Member Swiers seconded the motion, to adopt/approve the City of Asheboro 2021 Comprehensive Parks and Recreation Plan. Council Members Bell, Burks, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

A copy of the plan is on file in the city clerk's office and in the cultural and recreation services department.

(b) A resolution to apply for North Carolina Parks and Recreation Trust Fund (PARTF) grant for $500,000.00 for the next phase of construction for the Zoo City Sportsplex.

Mr. Putnam presented and recommended adoption, by reference, of a resolution authorizing a grant application with the North Carolina Parks and Recreation Trust Fund (PARTF).

Council Member Bell moved, and Council Member Swiers seconded the motion, to approve/adopt, by reference, the following resolution. Council Members Bell, Burks, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 07 RES 4-21

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION AUTHORIZING GRANT APPLICATION WITH THE NORTH CAROLINA PARKS AND RECREATION TRUST FUND (PARTF)

WHEREAS, the City of Asheboro received public input via a Needs Assessment that confirmed a desire of citizens for more recreational opportunities and amenities; and

WHEREAS, the City of Asheboro adopted a Comprehensive Parks and Recreation Plan in 2021 to guide future development of the City's park system; and

WHEREAS, grant awards are the desired source of funding for the improvements proposed and recommended in the said plan; and

WHEREAS, increased public health, access, and well-being can be achieved if such improvements are made; and

WHEREAS, plans have been developed, and public support is given for a grant application to PARTF in 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asheboro, North Carolina, that the City Manager is authorized to submit a grant application up to $500,000 to the Parks and Recreation Trust Fund (PARTF) for the next available round of funding; and

BE IT FURTHER RESOLVED that the City Council is committed to budgeting the required local matching funds upon award of a grant.

Adopted this 8th day of April 2021.

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

ATTEST:

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

9. Public Hearing (Case No. RZ-21-02): Proposed zoning ordinance text amendments designed to align the city zoning ordinance with the changing legal framework for the regulation of development.

Mayor Smith opened the public hearing on the following request.

Zoning Administrator Justin Luck utilized a slide show to provide an overview of the proposed text amendments. During his presentation, Mr. Luck noted the following:

1. Changes to state law concerning land use were adopted in 2019 (Senate Bill 355, NCGS 160D). The provisions consolidated provisions for city and county land use regulations into one chapter. Many of the provisions were focused on reorganizing existing law and making primarily technical changes rather than sweeping policy changes. However, some provisions have a greater impact on how land use decisions are made.

2. One of the most significant mandated changes is the replacement of combined legislative rezoning and quasi-judicial conditional use permit applications with conditional zoning, which places conditions on a property as part of a legislative rezoning process. Quasi-judicial proceedings for special use permits would continue to exist for sensitive land uses that already require a special use permit. The text amendments also propose amendments to sign provisions.

3. Other changes include requiring an applicant/landowner's written consent to enforce conditional zoning district or special use permit conditions and the prohibition of non-governmental third party "downzonings" (from commercial to residential, for example).

4. The law now also requires an adopted land use plan that is reasonably maintained. Also, a land use plan's future land use map must be updated each time a rezoning that is not consistent with the map is approved.

5. NCGS 160D requires that amendments be made by July 1, 2021, for local zoning provisions to remain valid.

6. As noted in (1) above, a key goal of NCGS 160D was to consolidate and reorganize existing state law into a more coherent fashion. Similar reorganization of the zoning ordinance's format is proposed.

During his presentation, Mr. Luck noted that in reviewing the request, careful consideration is given to each Goal and Policy as outlined in the Land Development Plan.

LDP Goals/Policies Supporting the Request:

1.2.4 The city will promote its expedited permitting process and continue to make the land development process user-friendly for citizens and organizations.

2.1.1 The Zoning Ordinance will periodically be reviewed to ensure that the specific regulations for each Zoning District are aligned with the desired character and focus of each district.

2.2.3 The city will periodically update maps in the Land Development Plan to ensure they accurately represent current conditions in our city and are consistent with the goals and policies.

The planning staff also provided the following analysis:

> These amendments are proposed primarily to comply with recent changes in state law. In addition, the proposed changes formalize many of staff's existing practices (ensuring that the Land Development Plan is regularly updated, ensuring consistency of zoning designation with the Land Development plan or offering a rationale for why a decision was made that was contrary to the plan). Current practice offers citizens various procedural options to change a land use designation of their property, and legislative conditional zoning will provide a new option, replacing the conditional use district permits. The proposed language will also reflect model language related to federal case law related to signs. As noted above, staff is also proposing some organizational changes to the zoning ordinance that offer improvements in how it is formatted and useable for applicants and staff.

Mayor Smith gave the public an opportunity to present comments and concerns in regards to the proposed changes. None were offered.

In order to give the city council and the public adequate time to review the proposed draft text amendment, staff recommended continuing consideration of the proposed text amendments to the council's next regular meeting on May 6, 2021.

Council Member Burks moved, and Council Member Redding seconded the motion, to continue the above-referenced land use case, specifically including the public hearing, to the council's regular May meeting. Council Members Bell, Burks, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

10. The Asheboro Police Department 2020 Annual Report.

Police Chief Mark Lineberry presented an overview of the Asheboro Police Department's activities during 2020. During his presentation, Chief Lineberry highlighted that there were a total of 24,656 calls for service, with approximately 23.9% of those calls requiring a report.

Additionally, Chief Lineberry briefly reported on the police department's response to the current public health emergency.

No action was requested of the council under this agenda item, and none was taken. A copy of the department's written annual report is on file in the city clerk's office.

11. Assistant City Engineer Wayne Smith presented the following items for council action:

(a) Budget amendments authorizing the rehabilitation and updating of the runway lighting at the Asheboro Regional Airport.

In furtherance of the above-listed project, Assistant City Engineer Wayne Smith presented and recommended the adoption, by reference, of two ordinances drafted to amend the General Fund and the Airport Improvements Fund.

With a single motion that addressed the two ordinances amending, respectively, the General Fund and the Airport Improvements Fund, Council Member Bell moved, and Council Member Burks seconded the motion, to approve/adopt the following ordinances. Council Members Bell, Burks, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

14 ORD 4-21

ORDINANCE TO AMEND THE GENERAL FUND
FY 2020-2021

WHEREAS, the City of Asheboro would like to appropriate funding for the City Match of a grant awarded by North Carolina for Lighting Rehabilitation at Asheboro Regional Airport, and;

WHEREAS, the City of Asheboro desires amend the 2020-2021 budget to incorporate this expense and 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:

That the following Revenue line items be increased:

Line Item	Description	Increase
10-399-0000	Fund Balance Allocation	$120,000

That the following Expense line items be increased:

Line Item	Description	Increase
10-650-6600	Contribution to Airport Runway Fund	$120,000

Adopted this the 8th day of April 2021.

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

ATTEST:

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

15 ORD 4-21

ORDINANCE TO AMEND
THE AIRPORT IMPROVEMENTS FUND (#66)
FY 2020-2021

WHEREAS, the City of Asheboro has received additional federal funding for the Asheboro Regional Airport, (Award ID 36244.32.7.1 letter dtd 03/08/21) and;

WHEREAS, the City of Asheboro would like to appropriate these funds toward the design of new airfield lighting, and;

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

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

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

Account	Description	Increase
66-350-0000	Grant proceeds- Airport Lighting	1,080,000
66-350-0001	GF Contrib. – Match Airport Lighting	120,000
	Total Increase	1,200,000

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

Account	Description	Increase
66-984-0500	Airfield Lighting Rehab	1,200,000

Adopted this the 8th day of April 2021.

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

ATTEST:

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

(b) Notification of the receipt of a $10,000.00 grant from the Volkswagen Settlement Level 2 ZEV Infrastructure Program to install a Downtown Electrical Vehicle Charger in the municipal parking lot behind city hall.

Mr. Smith reported on the approval for the city of the above-described grant. There will be a single charger with two ports. Accordingly two parking spaces will be utilized.

There was no requested council action during this portion of the meeting, and none was taken.

12. The summary and request by Water Resources Director Michael Rhoney, PE for the award of contracts for the following purchasing and contracting business items.

(a) Seven chemicals needed by the water resources division for the time period of April 16, 2021 to April 15, 2022.

Fifteen (15) bid packages were received in response to the chemical procurement process undertaken for operations at the water and wastewater treatment plants for the time period from April 16, 2021 to April 15, 2022. The bids were opened on March 9, 2021.

Mr. Rhoney recommended that the contracts to supply the chemicals required by the plants from April 16, 2021, to April 15, 2022 be awarded to the lowest responsive, responsible bidders as listed below:

Chemical	Company	Price
Liquid Alum	C&S Chemicals	\$286.00/Ton
Liquid Caustic	Univar, USA, Inc.	\$374.00/Ton
Fluosilicic Acid	Univar, USA, Inc.	363.00/Ton
Sodium Hypochlorite	Univar, USA, Inc.	\$0.69/Gal
Calcium Nitrate	Cape Fear Water Solutions, Inc.	\$2.0899/Gal
Sodium Permanganate	Amerochem Corporation	\$8.06/Gal
Calcium Hydroxide/ Magnesium Hydroxide Slurry Blend	Polytec, Inc.	\$1.32/Gal

Council Member Bell moved, and Council Member Moffitt seconded the motion, to award to the above-listed chemical suppliers at the listed prices the contracts to supply the chemicals, as identified above, required by the city's water and wastewater treatment plants from April 16, 2021 to April 15, 2022. Council Members Bell, Burks, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

A copy of the bid summary presented by Mr. Rhoney is on file in the city clerk's office.

(b) Wastewater Treatment Plant Clarifier Basin(s) Painting and Rehab Project.

Mr. Rhoney reported that the scope of the work for the Clarifier Basin(s) Painting and Rehab Project at the Wastewater Treatment Plant included a base proposal for surface preparation and epoxy coating of the interior walls and trough of final clarifiers 1 and 2 including the metal rake structure, center column, and bridge. Additive Alternative No. 1 adds the option of providing an epoxy coating system for only the metal parts for Primary Clarifier No. 7 (rake arm, center column, and bridge). Additive Alternative No. 2 adds a non-wetting coating system to the trough for final clarifiers Nos. 1 and 2. The project was advertised informally on March 3, 2021.

Potential bidders were encouraged to schedule on-site visits in lieu of a pre-bid meeting to avoid a large gathering. The specifications were written based on a coating system from Carboline. Other systems were allowed to be submitted as substitutes by Sherwin-Williams Company and Tnemec Company, Inc. Three (3) Addendums were issued prior to the bid opening. Addendums 2 and 3 approved substitute coating systems from Sherwin-Williams and Tnemec respectively.

The project was budgeted to be completed in the fiscal year ending June 30, 2021, at the amount of $500,000.00. However, representatives from the coating manufactures advised that the bids would come under $300,000.00. Upon this advice, the project was bid as an informal proposal.

Five (5) of the six (6) bids listed below were received by the specified time of 10:00 a.m. on March 23, 2021. One of the bids was submitted after the required time and not on the required Form of Proposal. The bids received are as follows:

Bidder	Base Bid Amount	Add Alternate #1	Add Alternate #2	System
Baxter Protective Coatings LLC	$215,635.00	$88,370.00	No Bid	Carboline
Carolina Management Team	$306,196.00	$96,693.00	$19,238.00	Carboline
Creative Resurfacing, LLC	$194,750.00	$47,800.00	$11,560.00	Tnemec
Saffo Contractors, Inc.	$283,850.00	$141,925.00	$41,750.00	Carboline
Southern Paint & Waterproofing Co., Inc.	$412,919.00	$74,635.00	$11,997.00	Carboline
Superior Industrial Maintenance Co. LLC	$515,870.00	$165,208.00	$29,627.00	Carboline

The apparent lowest responsive, responsible bidder is Creative Resurfacing, LLC at $194,750.00, listing the Tnemec coating system. Tnemec did not submit an equivalent product for the Additive Alternate No. 2 non-wetting coating system. Therefore staff does not recommend the award of Additive Alternate No. 2 at this time.

Based on the results of these proposals, city staff recommended the Clarifier Basin(s) Painting and Rehab Project be awarded to Creative Resurfacing, LLC at the base bid of $194,750.00 with the addition of Additive Alternative No.1 at the additional bid price of $47,800.00 for a total project cost of $242,550.00.

Council Member Moffitt moved, and Council Member Snuggs seconded the motion, to adopt the staff recommendation and to award the contract to Creative Resurfacing, LLC as stated in the immediately preceding paragraph. Council Members Bell, Burks, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

A copy of the bid summary presented by Mr. Rhoney is on file in the city clerk's office.

13. Legal Services Department Items:

(a) An update on the potential purchase of a leasehold interest in Hangar N at the Asheboro Regional Airport.

City Attorney Jeff Sugg reported that an acquisition specialist has been retained for the potential purchase from Randolph Hangar Rentals, LLC of a leasehold interest in Hangar N at the Asheboro Regional Airport. In order to receive federal funding for this project, an appraisal of the fair market value of the limited liability company's leasehold interest is required. The city is currently awaiting the appraisal.

No formal action was asked of the council, and none was taken during this portion of the meeting.

(b) A resolution of intent to permanently close portions of the public right-of-way for Sunset Avenue between Church Street and Davis Street.

Mr. Sugg presented and recommended adoption, by reference, of a resolution of intent to permanently close portions of the public right-of-way for Sunset Avenue between Church Street and Davis Street.

Council Member Bell moved, and Council Member Redding seconded the motion, to approve/adopt the following resolution by reference. Council Members Bell, Burks, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER <u>08 RES 4-21</u>

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

<u>RESOLUTION OF INTENT TO PERMANENTLY CLOSE PORTIONS OF THE PUBLIC RIGHT-OF-WAY FOR SUNSET AVENUE BETWEEN CHURCH STREET AND DAVIS STREET</u>

WHEREAS, Section 160A-299 of the North Carolina General Statutes prescribes the procedure to be followed by a city in order to permanently close a street or alley; and

WHEREAS, the section of Sunset Avenue located between Church Street and Davis Street is a public street within the corporate limits of the City of Asheboro that is under the general authority and control of the city; and

WHEREAS, the city manager, in consultation with the city's engineering department, has advised the Asheboro City Council that the existing 70-foot wide public right-of-way for this section of Sunset Avenue contains more area than is needed for the public right-of-way in this location; and

WHEREAS, in furtherance of the long-standing goal to encourage the development of land along this part of Sunset Avenue as part of a vibrant downtown Asheboro, the Asheboro City Council has concluded that the public right-of-way for the section of Sunset Avenue between Church Street and Davis Street should be reduced or narrowed; and

WHEREAS, in order for the proposed reduction in the area claimed for public right-of-way to be implemented in a manner that promotes public accessibility and safety, portions of the northern and southern margins of the public right-of-way for Sunset Avenue between Church Street and Davis Street will need to be permanently closed; and

WHEREAS, in order for the city to lawfully permanently close a street or any portion thereof, Section 160A-299 of the North Carolina General Statutes requires the city council to first adopt a resolution declaring the governing board's intent to permanently close the street, or portion(s) of the street, in question and then call a public hearing on the question.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, on this the 8th day of April, 2021, as follows:

<u>**Section 1.**</u> It is the intent of the City Council of the City of Asheboro to permanently close a combined total of approximately 4,737 square feet of public right-of-way located on the northern and southern margins of the public right-of-way for Sunset Avenue between Church Street and Davis Street in order to reduce the identified section of the street from a 70-foot public right-of-way to a 56.67-foot public right-of-way. The portions of public right-of-way proposed for permanent closure are located within the corporate limits of the City of Asheboro, are not part of a public right-of-way controlled by the North Carolina Department of Transportation, and are more particularly defined and described as follows:

Permanent Public Right-of-Way Closure Area Located along the North Side of Sunset Avenue between Church Street and Davis Street

Asheboro Township, Randolph County, North Carolina:

BEGINNING on the north side of Sunset Avenue at a computed point where the proposed 56.67-foot right-of-way line for Sunset Avenue intersects with the western margin of the public right-of-way for North Church Street (North Carolina Secondary Road 1707), this Beginning point is located North 43 degrees 29 minutes 58 seconds West 41.04 feet from a mag nail set in the centerline of the intersection of Sunset Avenue and Church Street and located by means of the North Carolina Coordinate System at the coordinates of North 712,821.21 Ground US Survey Feet and East 1,757,466.10 Ground US Survey Feet (NAD 83 (2011)); thence from the Beginning point running with the southern boundary line for the permanent street closure area proposed for the north side of Sunset Avenue ("<u>Street Closure Area 1</u>") North 87 degrees 18 minutes 04 seconds West 378.26 feet along a total of six parcels or tracts of land (these six parcels or tracts of land are, running east to west, the Frankie Lee Morton property described in the Office of the Register of Deeds for Randolph County, North Carolina (the "<u>Randolph County Registry</u>") in Deed Book 2506, Page 886; the First Baptist Church Asheboro property described in Deed Book 1534, Page 230, Randolph County Registry; the Tony Lee Hoover property described in Deed Book 1620, Page

1077, Randolph County Registry; the Mackey Properties Holdings LLC property described in Deed Book 2734, Page 2142, Randolph County Registry and in Plat Book 167, Page 4, Randolph County Registry; the Central Telephone Company property described in Deed Book 968, Page 261, Randolph County Registry; and the Central Telephone Company property described in Deed Book 968, Page 259, Randolph County Registry) by following the proposed 56.67-foot right-of-way line (subsequent to the Asheboro City Council's adoption of the permanent street closure order, this 56.67-foot right-of-way line will be the new northern margin of the public right-of-way for Sunset Avenue) to a computed point at the southwest corner of Street Closure Area 1 (this computed point is located North 82 degrees 42 minutes 36 seconds East 165.07 feet from a mag nail set in the centerline of the intersection of Sunset Avenue and Davis Street and located by means of the North Carolina Coordinate System at the coordinates of North 712,847.85 Ground US Survey Feet and East 1,756,896.28 Ground US Survey Feet (NAD 83 (2011)); thence departing from the southern boundary line for Street Closure Area 1, which is also the proposed 56.67-foot right-of-way line for the north side of Sunset Avenue, in order to follow the western boundary line for Street Closure Area 1 by running North 02 degrees 57 minutes 17 seconds East 6.67 feet across the portion of the existing public right-of-way for Sunset Avenue proposed for permanent closure to a computed point in the eastern margin of a 10-foot alley described in Deed Book 1070, Page 742, Randolph County Registry; thence departing from the western boundary line for Street Closure Area 1 and running along the northern boundary line for Street Closure Area 1 by following the existing 70-foot right-of-way line for the north side of Sunset Avenue the next bearing and distance: South 87 degrees 18 minutes 04 seconds East 378.37 feet to a computed point in the western margin of the public right-of-way for North Church Street; thence departing from the northern boundary line for Street Closure Area 1, which is the existing 70-foot right-of-way line, and following the eastern boundary line for Street Closure Area 1 the next bearing and distance along the western margin of the public right-of-way for North Church Street: South 03 degrees 52 minutes 37 seconds West 6.67 feet to the point and place of the BEGINNING, and being all of that certain 2,522 square feet of land, more or less, encompassed by the preceding metes and bounds description.

The preceding description is in accordance with sheet 1 of a 2-sheet plat of survey titled "Survey For: ***Sunset Avenue Street Closure*** *From Church Street to Davis Street" that was drawn under the supervision of Dan W. Tanner, II, a Professional Land Surveyor with license number L-4787. The referenced plat of survey, which is identified by Job # 12564 and lists in the title block the date of January 26, 2021, is hereby incorporated into this Resolution by reference as if copied fully herein.*

Permanent Public Right-of-Way Closure Area Located along the South Side of Sunset Avenue between Church Street and Davis Street

Asheboro Township, Randolph County, North Carolina:

BEGINNING on the south side of Sunset Avenue at a computed point where the proposed 56.67-foot right-of-way line for Sunset Avenue intersects with the western margin of the public right-of-way for South Church Street, this Beginning point is located South 47 degrees 39 minutes 52 seconds West 43.64 feet from a mag nail set in the centerline of the intersection of Sunset Avenue and Church Street and located by means of the North Carolina Coordinate System at the coordinates of North 712,821.21 Ground US Survey Feet and East 1,757,466.10 Ground US Survey Feet (NAD 83 (2011)); thence from the Beginning point running with the northern boundary line for the permanent street closure area proposed for the south side of Sunset Avenue ("Street Closure Area 2") along a total of six parcels or tracts of land (these six parcels or tracts of land are, running east to west, the J and A Castlerock LLC property described in Deed Book 2671, Page 23, Randolph County Registry; the Sunset Flowers & Gifts LLC property described in Deed Book 1960, Page 1775, Randolph County

Registry; the Trustees of Asheboro Masonic Lodge No. 699 property described in Deed Book 1152, Page 330, Randolph County Registry; the Sunset Medical Building LLC property described in Deed Book 2125, Page 760, Randolph County Registry and in Plat Book 61, Page 91, Randolph County Registry; the Randolph County Partnership for Children property described in Deed Book 1636, Page 1316, Randolph County Registry and in Plat Book 61, Page 91, Randolph County Registry; and the K.A.C.S. Holdings LLC property described in Deed Book 2367, Page 596, Randolph County Registry) by following the proposed 56.67-foot right-of-way line (subsequent to the Asheboro City Council's adoption of the permanent street closure order, this 56.67-foot right-of-way line will be the new southern margin of the public right-of-way for Sunset Avenue) the next four bearings and distances: North 87 degrees 20 minutes 26 seconds West 266.55 feet to a 5/8-inch existing iron rod flush with the ground with a cap; thence North 87 degrees 19 minutes 29 seconds West 35.03 feet to a 3/4-inch existing iron pipe flush with the ground; thence North 87 degrees 21 minutes 59 seconds West 132.93 to a 1-inch existing iron pipe flush with the ground; thence North 87 degrees 19 minutes 45 seconds West 127.54 feet to a 5/8-inch existing iron rod flush with the ground at the northwest corner of Street Closure Area 2 (this 5/8-inch existing iron rod is located South 38 degrees 32 minutes 21 seconds West 38.32 feet from a mag nail set in the centerline of the intersection of Sunset Avenue and Davis Street and located by means of the North Carolina Coordinate System at the coordinates of North 712,847.85 Ground US Survey Feet and East 1,756,896.28 Ground US Survey Feet (NAD 83 (2011)); thence departing from the northern boundary line for Street Closure Area 2, which is also the proposed 56.67-foot right-of-way line for the south side of Sunset Avenue, in order to follow the western boundary line for Street Closure Area 2 South 00 degrees 45 minutes 48 seconds West 3.93 feet across the portion of the existing public right-of-way for Sunset Avenue proposed for permanent closure to a computed point; thence departing from the western boundary line for Street Closure Area 2 and running along the southern boundary line for Street Closure Area 2 by following the existing 70-foot right-of-way line for the south side of Sunset Avenue the next two bearings and distances: South 87 degrees 20 minutes 26 seconds East 295.34 feet to a 3/4-inch existing iron pipe flush with the ground; thence South 87 degrees 20 minutes 26 seconds East 266.49 feet to a computed point in the western margin of the public right-of-way for South Church Street; thence departing from the southern boundary line for Street Closure Area 2, which is the existing 70-foot right-of-way line, and following the eastern boundary line for Street Closure Area 2 the next bearing and distance along the western margin for the public right-of-way for South Church Street: North 03 degrees 52 minutes 37 seconds East 3.95 feet to the point and place of the BEGINNING, and being all of that certain 2,215 square feet of land, more or less, encompassed by the preceding metes and bounds description.

The preceding description is in accordance with sheet 2 of a 2-sheet plat of survey titled "Survey For: ***Sunset Avenue Street Closure*** *From Church Street to Davis Street" that was drawn under the supervision of Dan W. Tanner, II, a Professional Land Surveyor with license number L-4787. This plat of survey, which is identified by Job # 12564 and lists in the title block the date of January 26, 2021, is hereby incorporated into this Resolution by reference as if copied fully herein.*

Section 2. A public hearing on the above-described proposal to permanently close portions of the public right-of-way for Sunset Avenue between Church Street and Davis Street is hereby called and is to be held during a regular meeting of the Asheboro City Council that will begin at 7:00 p.m. on June 10, 2021, in the council chamber on the second floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203. At this public hearing, any person may be heard on the question of whether or not the intended closing of the above-described portions of Sunset Avenue would be detrimental to the public interest or the property rights of any individual.

<u>Section 3.</u> The city clerk is hereby directed to cause the publication of this Resolution of Intent once a week for four (4) successive weeks prior to the above-referenced public hearing in *The Courier-Tribune*, a newspaper of general circulation in the City of Asheboro.

<u>Section 4.</u> The city clerk is further directed to transmit a copy of this Resolution of Intent by registered or certified mail to each owner of property adjoining the portions of Sunset Avenue described in Section 1 of this Resolution. The identities of these property owners is to be determined on the basis of records maintained by the Randolph County Tax Department.

<u>Section 5.</u> The city clerk is further directed to cause the prominent posting of this Resolution of Intent in a minimum of two (2) locations along the portions of Sunset Avenue described in Section 1 of this Resolution.

This Resolution of Intent was adopted by the Asheboro City Council in open session during a regular meeting held on the 8th day of April, 2021.

<u>/s/David H. Smith</u>
David H. Smith, Mayor

ATTEST:

<u>/s/Holly H. Doerr</u>
Holly H. Doerr, CMC, NCCMC, City Clerk

14. Items presented by City Manager John Ogburn.

(a) Update on the COVID-19 pandemic's impact on municipal operations.

City Manager John Ogburn utilized a slide show to provide an update on the continuing impact of the pandemic on the city. As of April 7, 2021, there were 14,370 confirmed cases and 217 confirmed deaths in Randolph County. Mr. Ogburn emphasized the continued use of "The 3 W's:"

1. Wash-hands;
2. Wear a face covering; and
3. Wait-at least six (6) feet apart.

Mr. Ogburn announced that city hall will re-open to the public on May 3, 2020. The city's water billing department will remain closed. Payments may be made at the kiosk located behind city hall.

The above-referenced agenda item was for informational purposes only, and no formal action was taken by the council during this portion of the meeting. A copy of the slide show utilized by the city manager is on file in the city clerk's office.

(b) Update on the distribution of funds from the American Rescue Plan Act of 2021.

Mr. Ogburn provided an update on potential funding from the American Rescue Plan Act of 2021 that was enacted on May 11, 2021. The relief package provides $1.9 trillion dollars in funding aimed at mitigating the negative effects of the pandemic on state and local government, the economy, and public health to name a few.

Fund disbursement is scheduled to begin in May 2021. Randolph County will receive 21 million dollars and will be responsible for disbursing the funds to the cities within the county. The amount of funding that will be received by cities within Randolph County is based on population size. The City of Asheboro should acquire approximately $7.59 million in funding with half to be received in May 2021 and the other half in May 2022. The funding is subject to state and federal regulations.

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

(c) City of Asheboro's requests for capital projects to be funded in the upcoming proposed federal infrastructure legislation.

Mr. Ogburn discussed several infrastructure projects that could be funded as part of potential federal legislation. If authorized, federal funding could be used to improve streets, extend the water and sewer down US Highway 64 East, and complete the extension of Commerce Place to name a few.

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

d) Briefing on the upcoming public information notifications pertaining to the Dixieland Acres subdivision streets safety enhancements.

The study was initiated in order to address citizens' safety concerns with traffic issues, including but not limited to, increased traffic within the subdivision and speeding.

Beginning in May 2021, residents in Dixieland Acres will be notified by direct mailings about specific actions that are to be taken.

No formal council action was taken during this portion of the meeting, and the information provided was for informational purposes only.

15. A discussion of upcoming events and other items not on the agenda.

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

There being no further business, the meeting was adjourned at 9:49 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk	**David H. Smith, Mayor**

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

MEETING DATE:	**TUESDAY, APRIL 20, 2021**
MEETING TIME:	**6:00 PM**
LOCATION:	**CITY OF ASHEBORO PUBLIC WORKS FACILITY, 1312 NORTH FAYETTEVILLE STREET, ASHEBORO, NORTH CAROLINA 27203**

At 6:00 p.m. on Tuesday, April 20, 2021, the City Council of the City of Asheboro will convene for a special meeting in the main conference room at the City of Asheboro Public Works Facility, 1312 North Fayetteville Street, Asheboro, North Carolina 27203. The initial portion of this special meeting will be held as a joint meeting with the Randolph County Board of Commissioners.

The special meeting has been called for the purpose of considering the following agenda items:

1. Competitive healthcare activities by or on behalf of Randolph Health. The city council and the board of county commissioners will go into closed session to discuss the referenced competitive healthcare activities.

2. After the governing boards return to open session, and the county commissioners adjourn their meeting, the city council will discuss, in open session, the potential acquisition of the leasehold interest held by Randolph Hangar Rentals, LLC in Hangar N at the Asheboro Regional Airport. The city council may take the legislative actions necessary to authorize the entry of the city into a purchase agreement with Randolph Hangar Rentals, LLC.

This special meeting notice has been issued as of the 16th day of April, 2021.

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

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[After the above-printed meeting notice, the remainder of this page has been intentionally left blank. The main body of the meeting minutes begins on the next page.]

SPECIAL JOINT MEETING
ASHEBORO CITY COUNCIL
RANDOLPH COUNTY BOARD OF COMMISSIONERS
TUESDAY, APRIL 20, 2021, 6:00 PM
CITY OF ASHEBORO PUBLIC WORKS FACILITY
1312 NORTH FAYETTEVILLE STREET, ASHEBORO, NORTH CAROLINA

This being the time and place for a special joint meeting for the Asheboro City Council with the Randolph County Board of Commissioners, a meeting was held with the following elected city officials and city management team members present:

David H. Smith	) – Mayor Presiding
Clark R. Bell	)
Edward J. Burks	)
Walker B. Moffitt	) – Council Members Present
Jane H. Redding	)
Katie L. Snuggs	)
Charles A. Swiers	)
Linda H. Carter	) – Council Member Absent

John N. Ogburn, III, City Manager
Jeffrey C. Sugg, City Attorney
Tammy M. Williams, Deputy City Clerk

Chairman Frye was not present when quorum was determined, but he arrived in time to participate in the portion of the meeting involving joint discussions between the county board of commissioners and the city council, specifically including the closed session.

In addition to the above-listed officials and staff members for the City of Asheboro, the following members of the Randolph County Board of Commissioners were present: Chairman Darrell Frye, Vice-Chairman David Allen, Commissioner Hope Haywood, Commissioner Kenny Kidd, and Commissioner Maxton McDowell. The following county staff members were also present: Hal Johnson, County Manager; Will Massie, Assistant County Manager/Finance Officer; Dana Crisco, Clerk to the Board; Sarah Pack, Deputy Clerk to the Board; and Aimee Scotton, Associate County Attorney.

Subsequent to the Mayor Smith calling the meeting to order at 6:00 p.m. for the city, Vice-Chairman David Allen called the meeting to order for the Randolph County Board of Commissioners.

I. City Business Item – Asheboro Regional Airport

Before discussing Randolph Health, which was the business item that necessitated a joint special meeting with the county commissioners, the city council addressed in open session a city business item pertaining to the Asheboro Regional Airport.

(A) Asset Purchase Agreement.

As a follow-up to the city council's previous discussions about purchasing from Randolph Hangar Rentals, LLC a leasehold interest in Hangar N at the Asheboro Regional Airport, City Attorney Jeff Sugg presented to the city council a proposed asset purchase agreement and recommended approval of the proposed agreement between Randolph Hangar Rentals, LLC and the City of Asheboro.

Council Member Bell moved, and Council Member Moffitt seconded the motion, to approve, by reference, the following asset purchase agreement and to authorize the execution by city officials of the agreement on behalf of the municipal corporation. Council Members Bell, Burks, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

ASSET PURCHASE AGREEMENT

BETWEEN

RANDOLPH HANGAR RENTALS, LLC

AND

CITY OF ASHEBORO

DATED AS OF APRIL _______, 2021

THIS ASSET PURCHASE AGREEMENT (together with all Exhibits attached hereto, this "**Agreement**"), dated as of April __________, 2021, is entered into by and between **RANDOLPH HANGAR RENTALS, LLC**, a North Carolina limited liability company (the "**Seller**"), and the **CITY OF ASHEBORO**, a North Carolina municipal corporation (the "**Buyer**").

RECITALS:

1. Seller is the owner and operator of an aircraft hangar leasing business (the "**Business**") located at the Asheboro Regional Airport.

2. Seller desires to sell, and Buyer desires to buy, on the terms and conditions set forth in this Agreement certain assets of the Seller used in or relating to the operation of the Business.

THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SALE AND PURCHASE OF ASSETS

1.1 *Transfer of Assets.* Seller agrees to sell, convey, assign, transfer, and deliver to Buyer, and Buyer agrees to purchase and accept from Seller, at the Closing (as defined below in Article VIII) certain assets used by Seller in connection with the operation of the Business. The assets to be purchased under this Agreement are described below in Section 1.2 (the described assets will be hereinafter referred to as the "**Purchased Assets**").

1.2 *Purchased Assets.* The Purchased Assets consist of the following assets:

(a) *Leasehold Interest.* Seller's leasehold interests in the real property, buildings, and improvements located at the Asheboro Regional Airport, 2222 Pilots View Road Asheboro, North Carolina 27205, specifically including the 55.08-foot by 242.58-foot area of rental space identified and shown as Hangar N in a cross hatch area on Schedule C (as amended through October 2013) of the Asheboro Regional Airport. The referenced Schedule C is attached to this Agreement as EXHIBIT 1 and is incorporated into this Agreement by reference as if copied fully herein;

(b) *Assignment of Leases.* All of Seller's interest in the entirety of the hangar lease agreements (the "**Rental Contracts**") for the ten (10) nested "T" hangars for aircraft storage, specifically including by way of illustration and not limitation the Rental Contracts attached to this Agreement as EXHIBIT 2 and hereby incorporated into this Agreement by reference as if copied fully herein;

(c) *Uncollected Rental.* Except as specifically noted otherwise in the Assignment and Assumption of Leases instrument that shall be executed at Closing, all rental payments and fees due to Seller in connection with the Rental Contracts for any and all full calendar months subsequent to April 28, 2021 (such rental payments and fees shall be hereinafter referred to as the "**Receivables**"), and the full benefit of any security therefor. For a period of 45 days after the Closing, Seller will accept on behalf of Buyer any amounts paid with respect to the Receivables, and will remit such amounts to the Buyer on the 60th day following the Closing;

(d) *Prepaid Rental.* Except as specifically noted otherwise in the Assignment and Assumption of Leases instrument that shall be executed at Closing, all rental payments and fees prepaid to the Seller in connection with the Rental Contracts for any and all full calendar months subsequent to April 28, 2021, and the full benefit of any security therefor;

(e) *Records.* Copies of all tenant records and other files of Seller created or maintained in connection with the Rental Contracts; and

(f) *Claims.* All of Seller's rights to any causes of action or claims arising in connection with the Rental Contracts.

1.3 *Excluded Assets.* The following assets shall be excluded from the Purchased Assets and shall be retained by Seller:

(a) *Cash.* Except as provided above in Section 1.2(c) and Section 1.2(d) of this Agreement, all cash on hand and on deposit in banks, cash equivalents, and investments;

(b) *Insurance.* All insurance policies relating to the Business.

(c) *Assets of Benefit Plans.* Pension, profit sharing, or savings plans and trusts and the assets thereof; and

(d) *Certain Records.* Operational agreements and other Seller records that do not address the lease status and/or payment history of any lessee under one or more of the Rental Contracts.

1.4 *Liabilities.* The Purchased Assets shall be shall be sold and conveyed to Buyer free and clear of all liabilities, obligations, liens, security interests, and encumbrances whatsoever; provided, however, that Buyer will assume at Closing the obligations under the Rental Contracts that are unperformed as of the Closing. Except as specifically set forth above, Seller shall retain responsibility for all liabilities accrued as of the Effective Time (as defined below in Article VIII) and for all liabilities arising from Seller's operations prior to the Effective Time (including, without limitation, all salaries, severance, employee benefits, and all other obligations with respect to the Seller's members, managers, and employees), whether or not accrued and whether or not disclosed.

ARTICLE II
CONSIDERATION

2.1 *Purchase Price.* The aggregate purchase price (the "Purchase Price") for the Purchased Assets shall be Three Hundred Twenty-Five Thousand and No Hundredths Dollars ($325,000.00). The Purchase Price shall be payable in good funds at Closing.

2.2 *Proration.* Except as provided in Section 1.2(c) and Section 1.2(d) of this Agreement, the operation of the Business and the income and expenses attributable thereto up to the Effective Time shall be for the account of Seller and thereafter for the account of Buyer.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to the Buyer as stated below in Article III of this Agreement.

3.1 *Organization and Good Standing.* Seller is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of North Carolina. Seller has all requisite power and authority to own, operate, and lease the Purchased Assets and to conduct the operations of the Business as presently conducted.

3.2 *Authority.* Seller has all requisite power and authority to execute, deliver, and perform this Agreement as well as the other legal instruments that must be executed as of Closing, specifically including by way of illustration and not limitation a Lease Termination Agreement with the City of Asheboro, an Assignment and Assumption of Leases pertaining to the Rental Contracts, and a North Carolina Quitclaim Deed.

3.3 *Contracts and Leases.* Seller has delivered to Buyer true and complete copies of all of the above-referenced Rental Contracts, including any and all amendments thereto. Each of the Rental Contracts is valid, binding, and enforceable in accordance with its terms and is in full force and effect. There are no existing defaults, and no events or circumstances have occurred which, with or without notice or lapse of time or both, would constitute defaults under any of the Rental Contracts. The assignment of the Rental Contracts by Seller to Buyer will not do any of the following:

(a) Constitute a default or accelerate the obligations thereunder;

(b) Require the consent of any person or party; or

(c) Affect the continuation, validity, and effectiveness of any of the Rental Contracts.

3.4 *Litigation.* To the best knowledge of the Seller, there are no claims, actions, suits, or investigations pending or threatened against the Seller, the Business, or affecting the Purchased Assets.

3.5 *Compliance with Laws; Permits.* To the best knowledge of the Seller, there is no outstanding or threatened order or decree of any court, governmental agency, or arbitration tribunal against or involving the Seller, the Business, or the Purchased Assets. Seller is, and has been at all times, in full compliance with all laws, rules, regulations, and licensing requirements of all federal, state, local, and foreign authorities applicable to the operations of the Business. Seller has obtained all permits, certificates, and licenses required for the conduct of the Business and the ownership of the Purchased Assets.

3.6 *Disclosure.* No representation or warranty made by Seller in this Agreement, or any document furnished or to be furnished to Buyer pursuant to this Agreement, contains or will contain any untrue statement of a material fact. Likewise, no representation or warranty made by Seller in this Agreement, or any document furnished or to be furnished to Buyer pursuant to this Agreement, omits or will omit the statement of any material fact necessary to make the statements contained herein or therein not misleading.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Seller as stated below in Article IV of this Agreement.

4.1 *Organization and Good Standing.* Buyer is a municipal corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina.

4.2 *Authority.* Buyer has all requisite power and authority to execute and deliver this Agreement and to perform the transactions contemplated hereby. The execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated hereby, have been duly and validly authorized by the Buyer's governing board.

4.3 *Litigation.* To the best knowledge of the Buyer, there are no claims pending or threatened against the Buyer that will materially and adversely affect Buyer's ability to consummate the transactions contemplated by this Agreement or to perform the Buyer's obligations hereunder.

4.4 *Disclosure.* No representation or warranty made by Buyer in this Agreement, or any document furnished or to be furnished to Seller pursuant to this Agreement, contains or will contain any untrue statement of a material fact. Likewise, no representation or warranty made by Buyer in this Agreement, or any document furnished or to be furnished to Seller pursuant to this Agreement, omits or will omit the statement of any material fact necessary to make the statements contained herein or therein not misleading.

ARTICLE V
COVENANTS OF SELLER

Seller hereby covenants and agrees with Buyer as stated below in Article V of this Agreement.

5.1 *Conduct of Business.* Between the date of this Agreement and the Closing, Seller shall:

(a) Conduct the operations of the Business in the normal and customary manner in the ordinary course of business;

(b) Perform all of its obligations under the Rental Contracts, and not amend any provision thereof;

(c) Promptly advise Buyer of any adverse change in the condition (financial or otherwise) of the Business or the Purchased Assets;

(d) Promptly advise Buyer of the occurrence of any event or circumstance that affects the consummation of the transactions contemplated by this Agreement;

(e) Not create or permit to exist any lien with respect to any of the Purchased Assets;

(f) Not sell or dispose of any of the Purchased Assets;

(g) Not make any capital improvement or expenditure with respect to the Purchased Assets; and

(h) Maintain and collect the Receivables strictly in accordance with the provisions stated in this Agreement.

5.2 *Access and Information.* Seller shall permit Buyer and its representatives full access during normal business hours to the Seller's premises at the Asheboro Regional Airport. Seller shall furnish to Buyer and its representatives all information concerning the Purchased Assets or the Business as Buyer may reasonably request. Seller shall permit and facilitate communications between Buyer and Seller's lessees under the Rental Contracts.

ARTICLE VI
CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the conditions stated in Article VI of this Agreement on or before the Closing.

6.1 *Representations, Warranties, and Covenants.* The representations and warranties of Seller contained in this Agreement shall have been true and correct on the date of this Agreement and be true and correct on the date of Closing, and Seller shall have duly performed and complied with all covenants and obligations required by this Agreement to be performed or complied with by Seller on or prior to the Closing.

6.2 *Absence of Change.* Between the date of this Agreement and the Closing, no adverse change shall have occurred in the operations, financial condition, or legal status of the Business or the Purchased Assets, nor shall there have occurred any casualty loss or destruction of, or damage to, any of the Purchased Assets.

6.3 *Absence of Litigation.* No action or proceeding shall be pending by or before any court or other governmental body or agency seeking to restrain, prohibit, or invalidate the transactions contemplated by this Agreement or which would adversely affect the right of Buyer to own, operate, or control the Purchased Assets after the Closing.

6.4 *Removal of Liens.* All liens indicated to exist by record searches made by Buyer prior to the Closing shall have been removed, and Seller shall have provided evidence satisfactory to the Buyer of such removal.

ARTICLE VII
CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the conditions stated in Article VII of this Agreement on or before the Closing.

7.1 *Representations, Warranties, and Covenants.* The representations and warranties of Buyer contained in this Agreement shall have been true and correct on the date of this Agreement and be true and correct on the date of Closing, and Buyer shall have duly performed and complied with all covenants and obligations required by this Agreement to be performed or complied with by Buyer on or prior to the Closing.

7.2 *Absence of Litigation.* No action or proceeding shall be pending by or before any court or other governmental body or agency seeking to restrain, prohibit, or invalidate the transactions contemplated by this Agreement.

ARTICLE VIII
CLOSING

8.1 *Closing.* The closing of the sale of the Purchased Assets (the "**Closing**") shall take place at the offices of Ivey & Eggleston, Attorneys at Law, 111 Worth Street, Asheboro, North Carolina 27203 at 11:00 a.m., local time, on Wednesday, April 28, 2021, or such other time as may be mutually agreed upon by the parties hereto. For purposes of passage of title, risk of loss, allocation of expenses, and other economic effects, the Closing when completed shall be deemed to have occurred at the time the North Carolina Quitclaim Deed required by this Agreement is recorded in the Office of the Register of Deeds for Randolph County, North Carolina (the time of recordation noted on the recorded instrument shall be deemed to be the "**Effective Time**").

8.2 *Deliveries.* At the Closing, each party shall execute and deliver to the other, in addition to the documents required by the settlement agent to lawfully provide the settlement agent's services in accordance with the applicable professional standards, the following specific legal instruments that must be in form and substance satisfactory to the parties to this Agreement:

(a) A Lease Termination Agreement that will terminate the lease dated November 1, 2007, between the City of Asheboro and Randolph Hangar Rentals, LLC;

(b) An Assignment and Assumption of Leases executed by the Seller in favor of the Buyer in order to assign all Rental Contracts to the City of Asheboro; and

(c) A North Carolina Quitclaim Deed executed by the Seller in favor of the Buyer.

8.3 If, and only if, this Agreement is not terminated in accordance with the provisions found herein, the Buyer will pay for the following closing costs:

(a) The services of the settlement agent listed above in Section 8.1;

(b) Any title search and any other inspections/examinations undertaken by the Buyer;

(c) The cost for preparing the three legal instruments specifically listed in Section 8.2(a) through (c) of this Agreement as well as the cost to record the North Carolina Quitclaim Deed in the Office of the Register of Deeds for Randolph County, North Carolina; and

(d) Any excise tax (revenue stamps) associated with the recordation of the North Carolina Quitclaim Deed.

8.4 The Seller is responsible for delivering to the Buyer good title to the Purchased Assets that shall be free from any encumbrances not explicitly approved by the Buyer.

ARTICLE IX
TERMINATION

9.1 *Terminating Events.* This Agreement may be terminated at any time prior to Closing:

(a) By the mutual written consent of Seller and Buyer;

(b) By Buyer in the event of a material breach by Seller of any of Seller's covenants or agreements contained in this Agreement or the material inaccuracy or untruth of any representations or warranties of Seller contained in this Agreement, provided that such breach or inaccuracy is not due to the actions of Buyer and such breach is not remedied by the earlier of (i) the Closing or (ii) 30 days after Buyer gives notice of such breach or inaccuracy to Seller;

(c) By Seller in the event of a material breach by Buyer of any of Buyer's covenants or agreements contained in this Agreement or the material inaccuracy or untruth of any representations or warranties of Buyer contained in this Agreement, provided that such breach or inaccuracy is not due to the actions of Seller and such breach is not remedied by the earlier of (i) the Closing or (ii) 30 days after Seller gives notice of such breach or inaccuracy to Buyer;

(d) By either party if the other party fails to fulfill all of the conditions to be fulfilled by such party at or before the Closing and the party entitled to terminate this Agreement has not waived such condition in writing; or

(e) By either party if there shall be any law or action of any governmental body or agency that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or if any judgment, injunction, order, or decree of any governmental body or agency prohibiting such transactions is entered and such judgment, injunction, order, or decree shall have become final and non-appealable.

9.2 *Notice of Termination.* If either party wishes to terminate this Agreement pursuant to Section 9.1 hereof, such party shall give notice to the other party stating that such party is terminating this Agreement and setting forth a brief statement of the basis on which such party is terminating the Agreement.

9.3 *Effect of Termination.* In the event this Agreement is terminated pursuant to Section 9.1 above, all further obligations of the parties under this Agreement shall terminate without further liability or obligation of either party to the other party hereunder except for those provisions that expressly survive the termination of this Agreement.

ARTICLE X
MISCELLANEOUS

10.1 *Survival of Representations.* All representations and warranties of the parties hereto contained in this Agreement or otherwise made in writing in connection with the transactions contemplated hereby shall survive the execution and delivery of this Agreement and the Closing.

10.2 *Risk of Loss.* The risk of loss, damage, or condemnation of any of the Purchased Assets from any cause whatsoever shall be borne by Seller at all times prior to the Effective Time.

10.3 *Brokers.* Each party represents and warrants to the other (a) that no brokers or agents have been retained or employed by it, and (b) that there are no claims for any brokerage commission, finder's fee, or similar payment due or claimed to be due from it with respect to this transaction.

10.4 *Expenses.* Except as explicitly stated to the contrary elsewhere within this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense, whether or not the sale of the Purchased Assets is consummated. Except as explicitly stated to the contrary within Article VIII of this Agreement, taxes (specifically including without limitation sales taxes, if any) and recording/filing fees associated with the transfer of the Purchased Assets shall be borne by the Seller.

10.5 *Best Efforts.* Each party agrees to use its best efforts to satisfy the conditions to the Closing set forth in this Agreement and otherwise to consummate the transactions contemplated by this Agreement.

10.6 *Notices.* All notices, demands, and other communications made hereunder shall be in writing and shall be given either by personal delivery or by nationally recognized overnight courier (with charges prepaid), and shall be deemed to have been given or made when personally delivered or the day following the date deposited with such overnight courier service, addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice):

If to the Seller:

Randolph Hangar Rentals, LLC
Attn: Registered Agent Neal Eugene Coltrane
1537 Commonwealth Road
Randleman, North Carolina 27317

If to the Buyer:

City of Asheboro
Attn: City Manager John N. Ogburn, III
146 North Church Street
Asheboro, North Carolina 27203

10.7 *Governing Law.* This Agreement shall be governed by the laws of the State of North Carolina applicable to agreements made and to be performed entirely within such state.

10.8 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.9 *Assignment.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by any of the parties hereto without the prior written consent of the other party hereto, and any purported assignment without such consent shall be void.

10.10 *Knowledge.* Whenever used herein with respect to a party, the term "knowledge" or "best knowledge" shall mean the actual knowledge of such party's officers and managers.

10.11 *Third Party Beneficiaries.* None of the provisions of this Agreement or any document contemplated hereby is intended to grant any right or benefit to any person or entity which is not a party to this Agreement.

10.12 *Headings.* The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of this Agreement, and shall not in any way affect the meaning or interpretation of this Agreement.

10.13 *Amendments.* Any waiver, amendment, modification, or supplement of or to any term or condition of this Agreement shall be effective only if in writing and signed by all parties hereto, and the parties hereto waive the right to amend the provisions of this Section orally.

10.14 *Specific Performance.* Seller acknowledges that the Purchased Assets are unique and that if Seller fails to consummate the transactions contemplated by this Agreement, such failure will cause irreparable harm to Buyer for which there will be no adequate remedy at law. Buyer shall be entitled, in addition to its other remedies at law, to specific performance of this Agreement if Seller shall, without cause, refuse to consummate the transactions contemplated by this Agreement.

10.15 *Severability*. In the event that any provision in this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect, the remaining provisions of this Agreement shall not be in any way impaired, and the illegal, invalid, or unenforceable provision shall be fully severed from this Agreement and there shall be automatically added in lieu thereof a provision as similar in terms and intent to such severed provision as may be legal, valid, and enforceable.

10.16 *Entire Agreement.* This Agreement and the attached Exhibits constitute the entire contract between the parties hereto pertaining to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by its duly authorized officer as of the date first above written.

SELLER

Randolph Hangar Rentals, LLC

By: ______________________________
Neal Eugene Coltrane, Member-Manager

By: ______________________________
Roger Lee Highfill, Member-Manager

BUYER

City of Asheboro

By: ______________________________
John N. Ogburn, III, City Manager

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

____
Deborah P. Reaves, Finance Officer

[EXHIBIT 1 and EXHIBIT 2, which were referenced in the preceding legal instrument, have been filed in the city clerk's office.]

(B) Budget Ordinance Amendment.

In conjunction with the asset purchase agreement discussed above, Mr. Sugg presented and recommended adoption, by reference, of an ordinance to amend the General Fund.

Council Member Bell moved, and Council Member Burks seconded the motion, to approve/adopt the following budget ordinance amendment by reference. Council Members Bell, Burks, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

16 ORD 4-21

**ORDINANCE TO AMEND THE GENERAL FUND
FY 2020-2021**

WHEREAS, Randolph Hangar Rentals, LLC entered into a 30 year lease agreement in 2007 for Hangar N at the Asheboro Regional Airport and at this time has 16 years left on the lease agreement, and;

WHEREAS, the City of Asheboro would like to appropriate funding to purchase the leasehold interest in Hangar N from Randolph Hangar Rentals, and;

WHEREAS, the cost to purchase the leasehold interest is $325,000 and the City estimates up to $5,000 for closing costs and taxes, and;

WHEREAS, the City of Asheboro desires amend the 2020-2021 budget to incorporate this expense and 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:

That the following Revenue line items be increased:

Line Item	Description	Increase
10-399-0000	Fund Balance Allocation	$330,000

That the following Expense line items be increased:

Line Item	Description	Increase
10-650-7401	Leasehold interest in Hangar N	$330,000

Adopted this the 20th day of April 2021.

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

ATTEST:

/s/Tammy Williams
Tammy Williams, Deputy City Clerk

II. Joint Meeting Item with the Randolph County Board of Commissioners – Randolph Health

(A) Motion to go into closed session.

Mayor Smith entertained a motion to go into closed session pursuant to Section 143-318.11(a)(1) of the North Carolina General Statutes for the purpose of discussing competitive healthcare activities by or on behalf of Randolph Health, which discussion is privileged and confidential pursuant to Section 131E-97.3 of the North Carolina General Statutes.

The requested motion was made by Council Member Moffitt and seconded by Council Member Swiers. The council members then voted unanimously to approve the motion and went into closed session. Council Members Bell, Burks, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

The city council went into closed session with the county commissioners at approximately 6:13 p.m.

[The minutes and general account of the closed session have been prepared and approved as a separate document.]

(B) Return to open session.

Upon returning to open session, Council Member Redding moved to adjourn the city council meeting. Council Member Snuggs seconded the motion, and the council members voted unanimously to adjourn. Council Members Bell, Burks, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

The meeting was adjourned at 7:00 p.m.

Tammy M. Williams, Deputy City Clerk	**David H. Smith, Mayor**

MINUTES AND GENERAL ACCOUNT OF A CLOSED SESSION

Special Joint Meeting
Asheboro City Council
Randolph County Board of Commissioners
Tuesday, April 20, 2021, 6:00 p.m.
City of Asheboro Public Works Facility
1312 North Fayetteville Street, Asheboro, North Carolina

Upon the unanimous adoption in open session of a motion to go into closed session on the basis of Sections 143-318.11(a)(1) and 131E-97.3 of the North Carolina General Statutes, the Asheboro City Council went into a joint closed session with the Randolph County Board of Commissioners in order to discuss privileged and confidential information pertaining to competitive health care activities by or on behalf of Randolph Health. The following elected city officials and city management team members were present:

David H. Smith	) – Mayor Presiding
Clark R. Bell	)
Edward J. Burks	)
Walker B. Moffitt	) – Council Members Present
Jane H. Redding	)
Katie L. Snuggs	)
Charles A. Swiers	)
Linda H. Carter	) – Council Member Absent

John N. Ogburn, III, City Manager
Jeffrey C. Sugg, City Attorney
Tammy M. Williams, Deputy City Clerk

In addition to the above-listed elected officials and staff members from the City of Asheboro, the following members of the Randolph County Board of Commissioners were present: Chairman Darrell Frye, Vice-Chairman David Allen, Commissioner Hope Haywood, Commissioner Kenny Kidd, and Commissioner Maxton McDowell. The following county staff members were also present: Hal Johnson, County Manager; Will Massie, Assistant County Manager/Finance Officer; Dana Crisco, Clerk to the Board; Sara Pack, Deputy Clerk to the Board; and Aimee Scotton, Associate County Attorney.

During the last joint meeting of the governing boards on October 21, 2020, the purpose of the special meeting was to discuss the progress that had been made in the on-going effort to preserve high quality health care in Randolph County. At that time, the discussion centered on the fact that an auction, which was conducted as part of the bankruptcy proceedings, had occurred and American Healthcare Systems, LLC ("AHS") was the successful bidder for substantially all of Randolph Health's operating assets.

In order to successfully complete the process, funding for capital improvements to the health facility's physical plant and equipment must be secured. The county's application for $20 million through the Rural Health Care Stabilization Act ("RHCSA") was initially identified as the best path to follow.

However, as the application process has evolved, concerns have been expressed by the reviewing authorities at the state level about the proposed $20 million loan from the county to AHS. During the current special joint meeting with the city council, Chairman Frye discussed the submittal of a revised proposal to utilize a $12 million loan package with funding from the RHCSA.

In order to put the revised proposal in concrete terms, Chairman Frye shared a draft letter outlining the scaled down request. This letter would be sent from Chairman Frye to State Treasurer Dale Folwell, who serves as the Chair of the North Carolina Local Government Commission.

In addition to revising the application for loan funding through the RHCSA, a discussion was undertaken about the possibility of the county and city utilizing a local agreement to provide supplemental funding to AHS for high quality health care in Asheboro and Randolph County. Such a funding arrangement is possible because Section 131E-7 of the North Carolina General Statutes authorizes both the city and county to construct, equip, operate, and maintain hospital facilities as well as authorizing the local governments to contract with any other entity for the provision of health care.

The basic frame work for the supplemental funding agreement would be that, in consideration of AHS satisfying certain health care related performance criteria or standards, the local governments would agree to provide AHS with annual supplemental funding payments for a period of five fiscal years. The annual payments would be tied directly to the value of the revenues generated from the health care services provided by AHS. The value of the health care services revenues would be measured on the basis of the ad valorem taxes received during a fiscal year for the property and equipment used in the provision by AHS of health care services.

After discussing the issues, a consensus emerged among the members of both governing boards that the city council and the county commissioners are supportive of the revised $12 million funding request under the RHCSA. Both governing boards also want the legal staff for the respective local governments to draft for review a potential supplemental funding agreement involving all three parties (the city, the county, and AHS).

No final decision about the entry of the local governments into a supplemental funding agreement will be made until a proposed legal instrument is presented for review and discussion. In the meantime, the city's elected officials and staff will continue to monitor the situation and will take action as warranted.

At the conclusion of the above-described discussion, Council Member Bell moved, and Council Member Burks seconded the motion, for the city council to return to open session. Council Members Bell, Burks, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

The Asheboro City Council returned to open session at approximately 7:00 p.m. on April 20, 2021.

Tammy M. Williams, Deputy City Clerk	David H. Smith, Mayor

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on March 1, 2021

The Asheboro ABC Board met on Monday, March 1, 2021, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC. Present at the Board office were Board Member Steve Knight and General Manager Rodney Johnson (GM). The Chair and Board Member Bob Morrison attended via telephone. 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 Board member(s) voiced having no conflict, and there being no objection, the agenda was adopted.

Board Minutes from the February 1, 2021, meeting were reviewed and approved by the Board. The Chair and Bob Morrison directed the GM sign the minutes for them.

Steve Knight and the GM reviewed Board finances and reported all finances remain consistent (sales and expenses).

Monthly drafts and EFT payments from the prior month were reviewed by the Board.

The City of Asheboro Resolution on COVID was reviewed by the Board. A general policy was discussed, and the GM directed to draft a policy with the board's discussions in mind. The draft will be reviewed at the Board's March meeting.

A video conferencing camera has been installed on the Board's computer system which will allow people to attend Board meetings or make presentations to the Board remotely.

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

1. Asheboro ABC sales statistics comparing:

    - February 2021 sales with the previous month indicate:
        - An overall -0.5% change (all sales and tax collections)
    - February 2021 sales with sales from the same month last year indicate:
        - Retail Sales +17.9%
        - Mixed Beverage Sales: +1.7%
        - Sales Tax Collections: +17.9%
        - Overall Collections: +16.03%
    - February 2021 bottle sales with bottle sales from the same month last year indicate:
        - Retail Bottle Sales: +3.6%
        - Mixed Beverage Bottle Sales: +5.2%
        - Overall Bottle Sales: +3.7%

The next regular Asheboro ABC Board meeting will be held Monday, April 5, 2021, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 4-5-21 GM

Stephen R Knight

J Brooke Schmidly by RE Johnson

Bob Morrison by RE Johnson

CONTRACT TO AUDIT ACCOUNTS

The	Governing Board City Council
of	Primary Government Unit (or charter holder) City of Asheboro
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name William R. Huneycutt, CPA, PLLC
	Auditor Address 379 South Cox Street, Asheboro, N.C. 27203

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/21	Audit Report Due Date 10/31/21

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later. T**he auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑Auditor ☐Governmental Unit ☐Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
Deborah Reaves	Finance Officer/City of Asheboro	dreaves@ci.asheboro.nc.us

OR Not Applicable ☐ *(Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	City of Asheboro
Audit Fee	$ 32,750
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$ -0-
Writing Financial Statements	$ 4,000
All Other Non-Attest Services	$ -0-
75% Cap for Interim Invoice Approval *(not applicable to hospital contracts)*	$ 26,250.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval *(not applicable to hospital contracts)*	$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* William R. Huneycutt, CPA, PLLC	
Authorized Firm Representative (typed or printed)* William R. Huneycutt	Signature* William R Huneycutt
Date* 4/5/2021	Email Address* steve@wrhuneycuttcpa.com

GOVERNMENTAL UNIT

Governmental Unit* City of Asheboro	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* David Smith/Mayor	Signature*
Date	Email Address dreaves@ci.asheboro.nc.us

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer* (typed or printed) Deborah Reaves	Signature*
Date of Pre-Audit Certificate*	Email Address* dreaves@ci.asheboro.nc.us

WRH WILLIAM R. HUNEYCUTT

CERTIFIED PUBLIC ACCOUNTANT PLLC

216 West North Street
Albemarle, NC 28001
Phone: (704) 983-5012
Fax: (704) 983-5109

379 South Cox Street
Asheboro, NC 27203
Phone: (336) 626-9970
Fax: (336) 626-5981

April 5, 2021

Mr. David Smith, Mayor and
City Council of the City of Asheboro
146 N. Church Street
Asheboro, NC 27203

I am pleased to confirm our understanding of the services I am to provide for the City of Asheboro for the year ended June 30, 2021. I will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Asheboro as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Asheboro's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, I will apply certain limited procedures to the City of Asheboro's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Law Enforcement Officers' Special Separation Allowance Schedules
3. Other Postemployment Benefits Schedules
4. Local Government Employees' Retirement System Schedules

I have also been engaged to report on supplementary information other than RSI that accompanies the City of Asheboro's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and I will provide an opinion on it in relation to the financial statements taken as a whole, in a report combined with my auditor's report on the financial statements:

1. Budgetary Comparison Schedule
2. Combining and Individual Fund Financial Statements and Schedules
3. Schedule of Expenditures of Federal and State Awards

The following other information accompanying the financial statements, which is required for a Comprehensive Annual Financial Report, will not be subjected to the auditing procedures applied in my audit of the financial statements, and for which my auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory Information
2. Statistical Tables

Audit Objectives

The objective of my audit is the expression of opinions as to whether the City of Asheboro's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on the City of Asheboro's:

- Internal control over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 *U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

My audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; Single Audit Act Amendments of 1996; the provision of the Uniform Guidance; and the State Single Audit Implementation Act, and will include tests of the accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act, and other procedures I consider necessary to enable me to express such opinions. I will issue written reports upon completion of my Single Audit. My reports will be addressed to the mayor and City Council of the City of Asheboro. I will make reference to the Asheboro ABC Board's auditor's audit in my report on your financial statements. I cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for me to modify my opinions or add emphasis-of-matter or other-matter paragraphs. If my opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, I will fully discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed opinions, I may decline to express opinions or to issue a report as a result of this engagement, or I may withdraw from this engagement.

Management Responsibilities

Management is responsible for making all financial records and related information available to me and for the accuracy and completeness of that information. Management is also responsible for providing me with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related party relationships and transactions, (2) additional information that I may request for the purpose of the audit, (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence and (4) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to me in the management representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and, (4) ensuring that management is reliable and the financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Management responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. You are also responsible for informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City of Asheboro complies with applicable laws, regulations, contracts, agreements and grants; and for taking timely and appropriate steps to remedy any fraud, and noncompliance with the provisions of laws, regulations, contracts and grant agreements, or abuse that I may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for my review on September 1, 2021.

Management is responsible for the financial statements, schedule of expenditures of federal and state awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance. You agree to include my report on the schedule of expenditures of federal and state awards in any document that contains and indicates that I have reported on the schedule of expenditures of federal and state awards. Management also agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes my report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with my report. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal and state awards, and related notes, and any other nonaudit services I provide and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter my assistance with the preparation of the financial statements and the schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved them prior to their issuance and have full responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

You are responsible for the preparation of the other supplementary information, which I have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include my report on the supplementary information in any document that contains and indicates that I have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing to me previous financial audits, attestation engagements, performance audits, or other engagements or studies related to the objectives discussed in the Audit Objective section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

Other Services

As part of the audit, I will assist with the preparation of your financial statements, schedule of expenditures of federal and state awards, and related notes in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. I will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. I, in my sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgement about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste and abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by me, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, I will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to my attention. I will also inform you of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. I will include such matters in the reports required for a Single Audit. My responsibility as auditor is limited to the period covered by my audit and does not extend to matters that might arise during any latter periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, funding sources, and financial institutions. I will request written representations form your attorneys as part of this engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state awards programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Controls

My audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to the design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standard.*

As required by the Uniform Guidance, I will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that I consider relevant to preventing or detecting material noncompliance with compliance requirements, applicable to each of the City of Asheboro's major federal and state award programs. However, my tests will be less in scope than would be necessary to render and opinion on those controls, and accordingly, no opinion will be expressed in my report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, I will express no such opinion. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards* and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the City of Asheboro's compliance with applicable laws, regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and I will not express such an opinion in my report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that I also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations and the terms and conditions of federal and state awards applicable to major programs. My procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the Audit Manual for Governmental Auditors in North Carolina, issued by the Local Government Commission, for the types of compliance requirements that could have a direct and material effect on each of the City of Asheboro's major programs. For federal programs that are included in the Compliance Supplement, my compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to the audit. The purpose of those procedures will be to express an opinion on the City of Asheboro's compliance with requirements applicable to major programs in my report on compliance issued pursuant to the Uniform Guidance.

Audit Administration, Fees and Other

I understand that your employees will prepare all cash, accounts receivable, or other confirmations I request and will locate any invoices selected by me for testing.

At the conclusion of the engagement, I will complete the appropriate sections of the Data Collection Form that summarizes my audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditor's reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. I will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after the receipt of the auditor's report or nine months after the end of the audit period. I will provide copies of my reports to the City of Asheboro; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of William R. Huneycutt, CPA, PLLC and constitutes confidential information. However, pursuant to authority given by law or regulation, I may be requested to make certain audit documentation or individuals available to a grantor agency or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of William R. Huneycutt, CPA, PLLC personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the grantor agency. If I am aware that a federal and state awarding agency, pass-through entity, or auditee is contesting an audit finding, I will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

I expect to issue my reports no later than October 31, 2021. My fees for these services will be at standard hourly rates plus out-of –pocket costs (such as report production, typing, postage, travel copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $36,750. Standard hourly rates vary according to degree of responsibility involved and the experience level of the personnel assigned to your audit. My invoice for these fees will be rendered periodically as work progresses and are payable upon presentation. In accordance with firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If services are terminated due to nonpayment, you will be obligated to compensate for all time expended and to reimburse for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary; I will discuss it with you and arrive at a new fee estimate before additional cost is incurred.

I appreciate the opportunity to be of service to the City of Asheboro and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know.

If you agree with the terms of this engagement as described in this letter, please sign and return the original and the enclosed copies.

Sincerely,

William R. Huneycutt, CPA, PLLC

William R. Huneycutt, CPA, PLLC

RESPONSE:
This letter correctly sets forth the understanding of the City of Asheboro.

By: ______________________________

Title: Mayor______________________________

Date: ______________________________

BATCHELOR, TILLERY & ROBERTS, LLP
CERTIFIED PUBLIC ACCOUNTANTS
POST OFFICE BOX 18068
RALEIGH, NORTH CAROLINA 27619

RONALD A. BATCHELOR
ANN H. TILLERY
FRANKLIN T. ROBERTS
WM. JAMES BLACK, JR.
SCOTT E. CABANISS
MICHELLE W. LEMANSKI
JARED L. PILAND

3605 GLENWOOD AVENUE, SUITE 350
RALEIGH, NORTH CAROLINA 27612
TELEPHONE (919) 787-8212
FACSIMILE (919) 783-6724

Report on the Firm's System of Quality Control

To the Owner of William R. Huneycutt, CPA, PLLC and the Peer Review Committee of the NCACPA:

We have reviewed the system of quality control for the accounting and auditing practice of William R. Huneycutt, CPA, PLLC (the firm) in effect for the year ended July 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under Government Auditing Standards, including a compliance audit under the single audit act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of William R. Huneycutt, CPA, PLLC in effect for the year ended July 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. William R. Huneycutt, CPA, PLLC has received a peer review rating of *pass*.

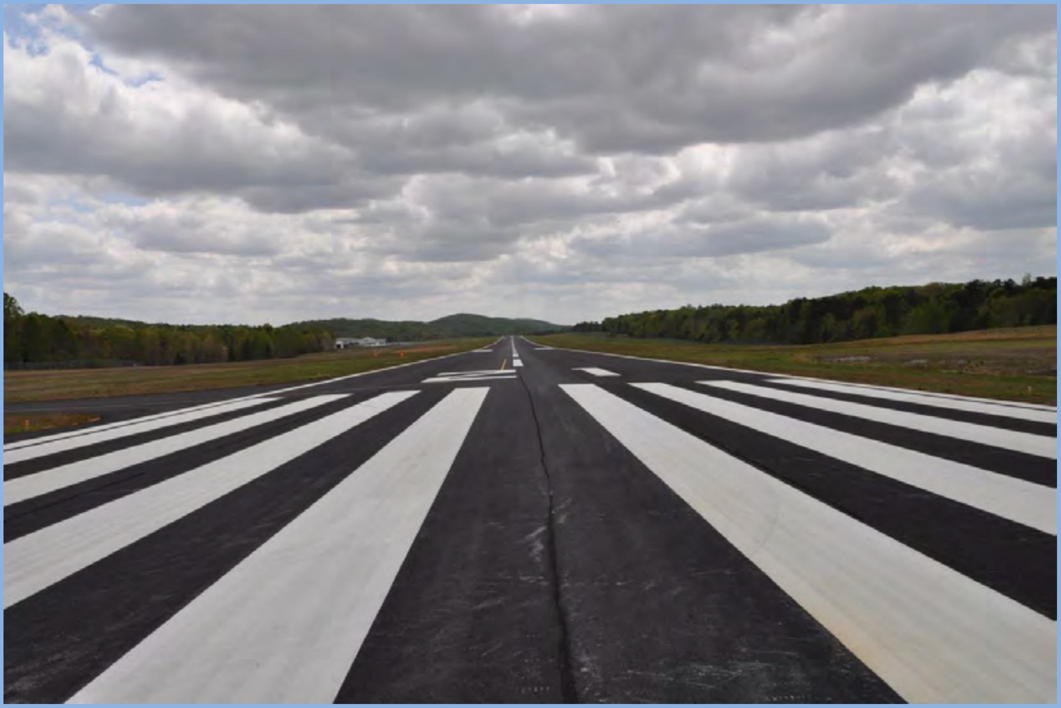
Batchelor, Tillery & Roberts, LLP

January 30, 2020

Asheboro Airport Authority

Annual Report 2020-2021

Table of Contents



Meet the Members of the Asheboro Airport Authority

Members of the Asheboro Airport Authority meet on a quarterly basis to discuss future planning, marketing and special events for the Asheboro Regional Airport and the North Carolina Aviation Museum. Each serves a three-year term and is appointed to the committee by the Asheboro City Council.

Bob Crumley

Linda Brown

Steve Knight, ***Chair***

Bradley Lanier

Mark Vuncannon

Information about the Asheboro Regional Airport

The City of Asheboro owns the Asheboro Regional Airport and contracts with Cardinal Air for its operation. The facility is a valuable tool for economic development, serving a variety of local businesses and corporations. Travelers visiting Asheboro receive superior service and experience true southern hospitality from airport staff. The full-service facility features:

–A newly renovated terminal building
–5,501ft. long and 100 ft. wide runway
–Full-length taxiways
–Instrument approaches
–Rotating beacon
–Runway and taxiway lighting
–Fueling - Jet-A and Avgas
–30,000 lb. single wheel weight limit
–60,000 lb. double wheel weight limit
–Charter service
–Travel assistance (rental cars, hotel reservations, etc.)
–Maintenance and avionics repair
–Flight instruction –Rental hangars
–24-hour call-out

For weather conditions at the airport, call the Automated Weather Observation System at (336) 626-7933. For more information on the Asheboro Regional Airport, visit www.airnav.com/airport/KHBI or www.cardinal-air.com.

- In 2020, the Airport sold 29,575 gallons of Avgas and 16,644 gallons of Jet-A.
–100 percent of the airport's 43 T-hangar spaces are currently leased.
–Estimated economic output for 2021 is $18,160.

2020-2021 Annual Report Data

Over the course of the year, the Asheboro Airport Authority completed the following:

-Held regular quarterly meetings on July 30, 2020, October 20, 2020, January 19, 2021 and April 20, 2021.
-Reviewed and discussed quarterly safety committee reports.
-Reviewed and discussed status of FBO operations, aircraft maintenance and hangar rentals.
-Reviewed and discussed status of the museum operation and activities.
-Reviewed and discussed possible marketing strategies for Asheboro Regional Airport.
-Reviewed and discussed the design of New Airfield Lighting at Asheboro Regional Airport
-Reviewed and discussed the New ALP Update and the future vision at Asheboro Regional Airport

Specific Actions/Recommendations (May 2020 - April 2021)

-Recommended to City Council for the purchase of Hangar N
-On April 20, 2021, the Authority approved the 20-21 annual report to the City Council.

Cardinal Air

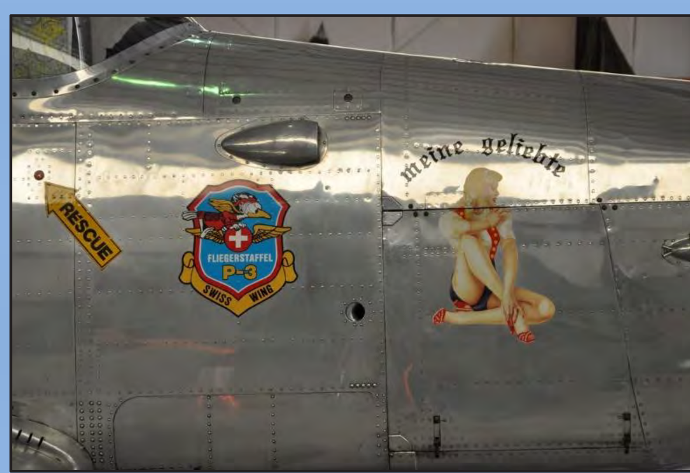
Richard McCraw

Richard McCraw, FBO for Asheboro Regional Airport, is the member manager of Cardinal Air, LLC. The airport contracts with Cardinal Air to provide fuel, airplane maintenance and flight instructions.

The Asheboro Regional Airport uses Phillips 66 fuels. Jet-A and Avgas are the two fuels offered.

North Carolina Aviation Museum & Hall of Fame

Immerse yourself in aviation history at the North Carolina Aviation Museum and Hall of Fame! See stunning military and civilian memorabilia from WWI to the present, including an impressive collection of military vehicles, weapons, equipment, uniforms a flight simulator and more! The Museum is located at 2222-G Pilots View Road in Asheboro and is open Thursday - Sunday, 11 a.m. - 5 p.m.



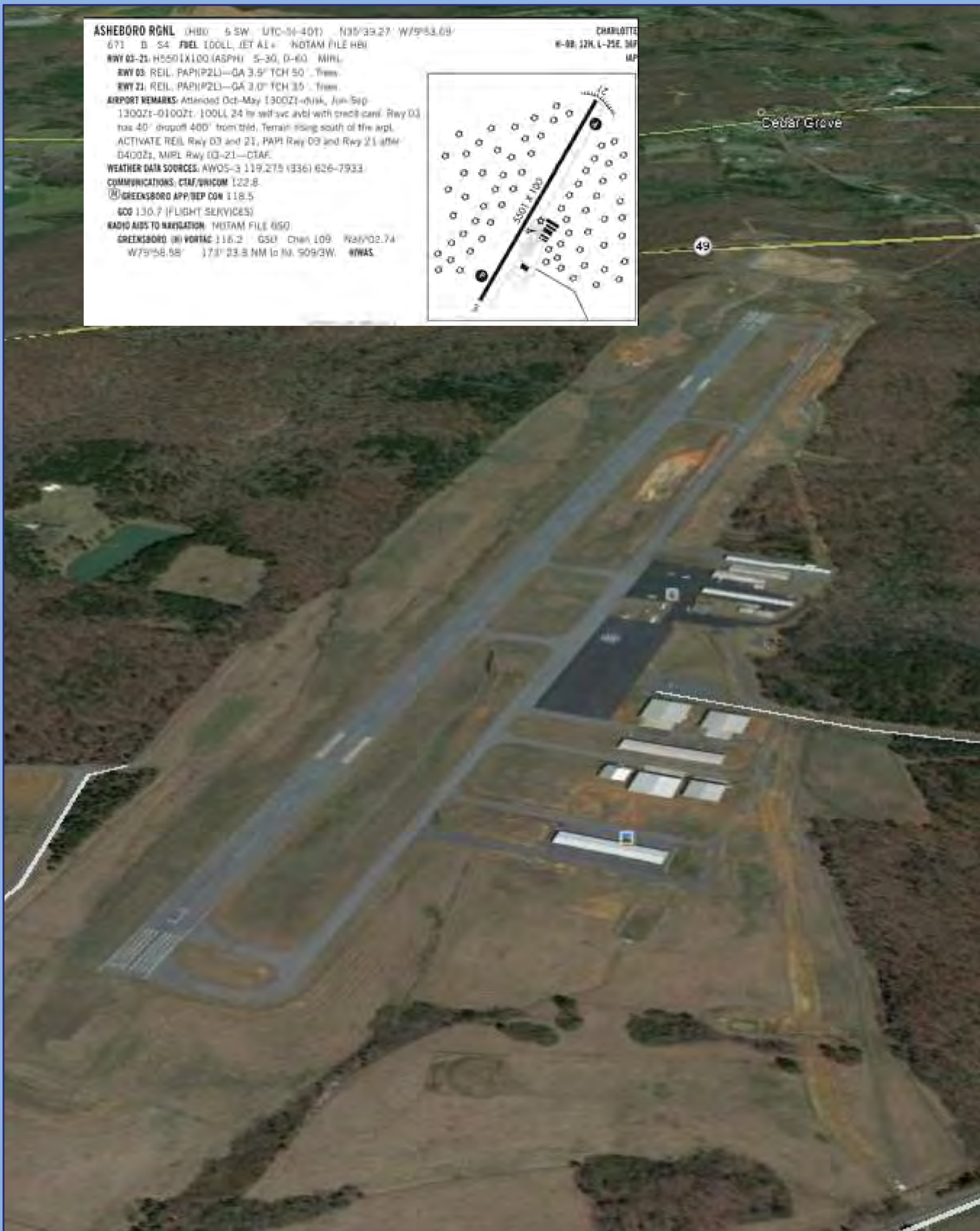
Future Projects

-Proposed New Terminal Building Rendering

-Site Plan for Proposed New Terminal Building

GENERAL AVIATION AIRPORT IMPACTS

GENERAL AVIATION AIRPORT IMPACTS						
Airport and Name		City/Town	Jobs	Personal Income	State and Local Taxes	Economic Output
AFP	Anson County - Jeff Cloud Field	Wadesboro	65	$3,700,000	$581,000	$23,080,000
GEV	Ashe County	Jefferson	235	$12,540,000	$1,258,000	$54,380,000
HBI	Asheboro Regional	Asheboro	110	$5,630,000	$694,000	$18,390,000
7A8	Avery County/Morrison Field	Spruce Pine	145	$6,340,000	$580,000	$22,290,000
HSE	Billy Mitchell	Hatteras	20	$1,170,000	$1,358,000	$3,140,000
BUY	Burlington-Alamance Regional	Burlington	1,065	$49,400,000	$8,242,000	$172,020,000
SUT	Cape Fear Rgnl Jetport/Howie Franklin Fld	Oak Island	1,085	$57,410,000	$11,119,000	$250,580,000
EQY	Charlotte-Monroe Executive	Monroe	330	$15,680,000	$1,688,000	$88,440,000
CPC	Columbus County Municipal	Whiteville	815	$31,420,000	$20,511,000	$187,080,000
ONX	Currituck County Regional	Currituck	65	$2,850,000	$413,000	$8,400,000
EYF	Curtis L Brown, Jr. Field	Elizabethtown	80	$2,470,000	$211,000	$13,520,000
MQI	Dare County Regional	Manteo	480	$19,280,000	$3,800,000	$72,800,000
EXX	Davidson County	Lexington	820	$22,870,000	$2,828,000	$70,900,000
DPL	Duplin County	Kenansville	280	$11,480,000	$1,348,000	$84,880,000
ECG	Elizabeth City CG Air Station/Regional	Elizabeth City	2,780	$124,860,000	$9,283,000	$478,780,000
ZEF	Elkin Municipal	Elkin	65	$3,510,000	$554,000	$12,230,000
FFA	First Flight	Kill Devil Hills	135	$4,690,000	$604,000	$4,120,000
MRN	Foothills Regional	Morganton	80	$3,860,000	$508,000	$10,020,000
AKH	Gastonia Municipal	Gastonia	50	$2,280,000	$268,000	$8,400,000
IXA	Halifax - Northampton Regional	Roanoke Rapids	145	$6,510,000	$878,000	$17,580,000
HRJ	Harnett Regional Jetport	Erwin	710	$44,000,000	$8,578,000	$150,050,000
ACZ	Henderson Field	Wallace	30	$2,040,000	$227,500	$5,280,000
HNZ	Henderson-Oxford	Oxford	60	$2,190,000	$318,000	$16,010,000
HKY	Hickory Regional	Hickory	310	$13,400,000	$1,737,000	$48,120,000
7W6	Hyde County	Engelhard	8	$550,000	$58,000	$1,880,000
24A	Jackson County	Sylva	15	$880,000	$97,000	$2,280,000
JNX	Johnston Regional	Smithfield	880	$40,880,000	$5,868,000	$121,330,000
ISO	Kinston Regional Jetport at Stallings Field	Kinston	2,105	$114,000,000	$10,894,000	$487,170,000
MEB	Laurinburg-Maxton	Maxton	895	$50,720,000	$788,000	$95,430,000
IPJ	Lincolnton-Lincoln County Regional	Lincolnton	140	$8,770,000	$898,000	$17,880,000
LBT	Lumberton Municipal	Lumberton	180	$8,080,000	$588,000	$18,830,000
1A5	Macon County	Franklin	130	$8,520,000	$707,000	$16,780,000
MCZ	Martin County	Williamston	65	$2,730,000	$358,000	$7,850,000
MRH	Michael J Smith Field	Beaufort	315	$12,370,000	$1,832,000	$34,880,000
43A	Montgomery County	Star	5	$590,000	$104,000	$1,720,000
SOP	Moore County	Pinehurst/Southern Pines	350	$20,390,000	$3,180,000	$68,300,000
MWK	Mt Airy/Surry County	Mount Airy	2,545	$129,390,000	$22,715,000	$391,050,000
W40	Mt Olive Municipal	Mount Olive	210	$10,878,000	$670,500	$28,880,000
EDE	Northeastern Regional	Edenton	70	$3,710,000	$494,000	$10,450,000
W95	Ocracoke Island	Ocracoke	20	$880,000	$87,000	$6,470,000
60J	Odell Williamson Municipal	Ocean Isle Beach	78	$2,740,000	$360,000	$7,130,000
PMZ	Plymouth Municipal	Plymouth	85	$2,340,000	$283,000	$8,920,000
TTA	Raleigh Exec Jetport at Sanford-Lee County	Sanford	480	$20,220,000	$2,410,000	$82,710,000
TDF	Raleigh Regional at Person County	Roxboro	275	$14,080,000	$2,070,000	$72,880,000
RCZ	Richmond County	Rockingham	35	$1,770,000	$185,000	$4,870,000
SIF	Rockingham County/NC Shiloh	Reidsville	455	$18,780,000	$864,000	$84,390,000
RWI	Rocky Mount-Wilson Regional	Rocky Mount	450	$28,400,000	$2,881,000	$70,500,000
RUQ	Rowan County	Salisbury	850	$43,340,000	$5,531,000	$145,870,000
FQD	Rutherford County-Marchman Field	Rutherfordton	85	$3,720,000	$748,000	$13,240,000
CTZ	Sampson County	Clinton	25	$1,290,000	$170,000	$4,800,000
EHO	Shelby - Cleveland County Regional	Shelby	320	$13,310,000	$1,901,000	$52,920,000
SCR	Siler City Municipal	Siler City	45	$1,658,000	$405,000	$6,300,000
INT	Smith-Reynolds	Winston-Salem	3,565	$220,780,000	$28,032,000	$614,800,000
VUJ	Stanly County	Albemarle	480	$30,188,000	$3,255,000	$105,770,000
SVH	Statesville Regional	Statesville	880	$41,288,000	$6,733,000	$139,200,000
ETC	Tarboro-Edgecombe	Tarboro	80	$2,380,000	$48,000	$13,440,000
LHZ	Triangle North Executive	Louisburg	220	$9,880,000	$1,330,000	$26,780,000
ASJ	Tri-County Airport at Henry Joyner Field	Ahoskie	35	$1,820,000	$213,000	$4,470,000
OCW	Warren Field	Washington	205	$8,210,000	$928,000	$23,890,000
GWW	Wayne Executive Jetport	Goldsboro	345	$16,880,000	$1,847,000	$58,170,000
RHP	Western Carolina Regional	Andrews	370	$23,870,000	$1,901,000	$78,170,000
UKF	Wilkes County	North Wilkesboro	165	$5,480,000	$739,000	$16,470,000
TOTAL			27,315	[illegible]	[illegible]	[illegible]


ASHEBORO RGNL (HBI) 6 SW UTC-5(-4DT) N35°39.27' W79°53.69'
671 B S4 FUEL 100LL, JET A1+ NOTAM FILE HBI
RWY 03–21: H5501X100 (ASPH) S–30, D–60 MIRL
RWY 03: REIL. PAPI(P2L)—GA 3.5° TCH 50'. Trees.
RWY 21: REIL. PAPI(P2L)—GA 3.0° TCH 35'. Trees.
AIRPORT REMARKS: Attended Oct–May 1300Z‡–dusk, Jun–Sep 1300Z‡–0100Z‡. 100LL 24 hr self-svc avbl with credit card. Rwy 03 has 40' dropoff 400' from thld. Terrain rising south of the arpt. ACTIVATE REIL Rwy 03 and 21, PAPI Rwy 03 and Rwy 21 after 0400Z‡, MIRL Rwy 03–21—CTAF.
WEATHER DATA SOURCES: AWOS–3 119.275 (336) 626–7933.
COMMUNICATIONS: CTAF/UNICOM 122.8
GREENSBORO APP/DEP CON 118.5
GCO 130.7 (FLIGHT SERVICES)
RADIO AIDS TO NAVIGATION: NOTAM FILE GSO.
GREENSBORO (H) VORTAC 116.2 GSO Chan 109 N36°02.74' W79°58.58' 173° 23.8 NM to fld. 909/3W. HIWAS.
CHARLOTTE
5501 X 100
Cedar Grove
49

(extracted from Google Earth)

Annual Report concerning Planning Board activities, expenditures and budget estimates

To: Asheboro City Council

From: Van Rich, Planning Board Chairman

Date: May 3, 2021

RE: Annual Report- Asheboro Planning Board

This memorandum provides a summary of the Planning Board's activities since July 1, 2020, an analysis of the expenditures to date for the current fiscal year and the anticipated funds needed for operation during the ensuing fiscal year. The Planning Board is comprised of seven (7) members, five (5) of whom reside in the corporate limits and two (2) who reside within the city's extraterritorial planning jurisdiction. A current Board roster is attached to this memo for your reference.

Summary of Activities

Through May 3, 2021, the Planning Board has reviewed a total of 15 cases. The 15 cases consisted of eight (8) zoning map amendments (rezoning cases), two (2) zoning ordinance text amendments, two (2) subdivisions, and three (3) variances in which the Planning Board served as the Board of Adjustment.

Expenditures and Budget

The Board's only expenditure this fiscal year has been related to members' stipends. $8,400 was budgeted for board stipends in FY 20-21 and the same amount is requested for FY 21-22. To date, current year expenditures are below the budgeted amount.

On behalf of the Planning Board, I thank you for your support. It is an honor to serve the Asheboro community.

City of Asheboro
Planning Board/Board of Adjustment

Name/City or ETJ	Appointed/Expires
Van Rich PB, BOA Chair / City	2-6-86 / 1-1-26
Ritchie Buffkin / City	2-7-13 / 1-1-25
Harold Anderson / City (filling unexpired term of Ms. Garner)	3-5-20 / 1-1-22
David Henderson / ETJ	2-4-13 / 2-1-23
Pamela Vuncannon	08-9-18 / 1-1-24
Mike O'Kelley / City	2-8-18 / 1-1-23
Thomas Rush / ETJ	2-3-14 / 2-1-24

RZ-21-02: Text Amendments to the zoning ordinance to be consistent with North Carolina General Statutes 160D (Local Government Planning and Development Regulation) & Signs

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-21-02**

Date 3/1/2021 and 4/5/2021 PB

Applicant City of Asheboro

Legal Description

Text amendments to the zoning ordinance to incorporate Chapter 160D of the NC General Statutes (Local Planning and Development Regulation) into the Asheboro Zoning Ordinance & Signs

Requested Action See legal description above

Existing Zone N/A

Land Development Plan See staff report

Planning Board Recommendation

Continue the request.

Reason for Recommendation

The Planning Board reviewed general information related to the request during its March 1, 2021 and April 5, 2021 meeting and continued the request to allow adequate time to review the proposed draft text amendment. Staff's recommendation for the May 3, 2021 meeting will be to continue the request again, in anticipation of Council continuing the request until the June 5

Planning Board Comments

Rezoning Staff Report

RZ Case # **RZ-21-02**

Date 5/3/2021 Planning Board (continued from 4-5-2021)

General Information

Applicant City of Asheboro

Address 146 North Church Street

City Asheboro NC 27203

Phone 336-626-1201

Location N/A

Requested Action Text amendments to the zoning ordinance to be consistent with North Carolina General Statutes 160D (Local Planning and Development Regulation) & Federal Case Law related to signs.

Existing Zone N/A **Existing Land Use** N/A

Size N/A **Pin #** N/A

Applicant's Reasons as stated on application

See attached statement.

Surrounding Land Use

North N/A **East** N/A

South N/A **West** N/A

Zoning History See analysis for historic background.

Legal Description

Request by City of Asheboro to amend the text of the Zoning Ordinance to align it with NC General Statute Chapter 160D (Local Planning & Development Regulation) and Federal case law related to sign regulations. The proposed amendments include reorganization and clarification of various miscellaneous provisions throughout the zoning ordinance.

Analysis

1. Changes to state law concerning land use were adopted in 2019 (Senate Bill 355, NCGS 160D) . The provisions consolidated provisions for city and county land use regulations into one chapter. Many of the provisions were focused on reorganizing existing law, and making primarily technical changes rather than sweeping policy changes. However, some provisions have a greater impact on how land use decisions are made.
2. One of the most significant mandated changes is replacement of combined legislative rezoning and quasi-judicial Conditional Use Permit applications with legislative Conditional Zoning, which places conditions on a property as part of a rezoning process. Quasi-judicial proceedings for Special Use Permits would continue to exist for sensitive land uses that already require a Special Use Permit. The text amendments also propose amendments to sign provisions.
3. Other changes include requiring an applicant/landowner's written consent to enforce conditional zoning district or special use permit, prohibition of non-governmental third party "downzonings" (from commercial to residential for example).
4. The law now also requires an adopted land use plan that is reasonably maintained. Also, a Land Use Plan's Future Land Use Map must be updated each time a rezoning this is not consistent with the map is approved.
5. NCGS 160D requires that amendments be made by July 1, 2021 for local zoning provisions to remain valid.
6. As noted in (1) above, a key goal of NCGS 160D was to consolidate and reorganize existing state law into a more coherent fashion. Similar reorganization of the zoning ordinance's format is proposed.

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	Not applicable
Small Area Plan	Not applicable
Growth Strategy Map Designation	Not applicable

LDP Goals/Policies Which Support Request

1.2.4 The City will promote its expedited permitting process and continue to make the land development process user-friendly for citizens and organizations.

2.1.1 The Zoning Ordinance will periodically be reviewed to ensure that the specific regulations for each Zoning District are aligned with the desired character and focus of each district.

2.2.3 The City will periodically update maps in the Land Development Plan to ensure they accurately represent current conditions in our city and are consistent with the goals and policies.

LDP Goals/Policies Which Do Not Support Request

Staff's Final Analysis Concerning Consistency with Adopted Comprehensive Plans, Reasonableness and Public Interest

These amendments are proposed primarily to comply with recent changes in state law. In addition, the proposed changes formalize many of staff's existing practices (ensuring that the Land Development Plan is regularly updated, ensuring consistency of zoning designation with the Land Development plan or offering a rationale for why a decision was made that was contrary to the plan). Current practice offers citizens various procedural options to change a land use designation of their property, and legislative conditional zoning will provide a new option, replacing conditional use district permits. The proposed language will also reflect model language related to federal case law pertaining to signs. As noted above, staff is also proposing some organizational changes to the zoning ordinance that offer improvements in how it is formatted and useable for applicants and staff.

Considering these factors and state law requiring these changes, staff believes that the proposed text amendment is overall consist with the Land Development Plan and is therefore reasonable and in the public interest.

Recommendation

At this time, staff is asking the Planning Board to continue the request. This is to allow additional time for public input, and to provide additional time for necessary administrative staff-level actions and processes to be finalized.

CITY OF ASHEBORO
PLANNING & ZONING

Application for Zoning Ordinance/Map Amendment

APPLICATION FEE

A $200 filing fee is required for any amendment.

APPLICATION INSTRUCTIONS

The rezoning process can be complex. It is highly recommended that the applicant speak with Planning and Zoning Department staff prior to submitting the application and paying the filing fee. Contact staff at (336) 626-1201 ext. 225 to ensure application requirements are satisfied.

REQUIRED APPLICATION CONTENTS

1) A dimensional map, at a scale of not more than 200 feet to the inch, showing the land that would be covered by the proposed amendment, if the amendment would require a change in the zoning atlas.
2) A legal description/deed reference of such land.

It is recommended that the applicant mail letters to the adjoining property owners a minimum of 10 days prior to the scheduled Planning Board meeting. A template showing the required information contained in the letters is on Page 4 of this application. Please verify location and meeting times with staff prior to mailing.

One copy is to be filed with the city manager and one copy filed with the Zoning Administrator by 5:00 pm on the day which is at least 55 days prior to the City Council meeting at which the request will be considered. At no time shall the city council hear more than five (5) cases per month. If five applications have been received prior to the cut-off date, the request will be heard the following month.

MEETING INFORMATION* Dates are subject to final Planning Board/Council approval in December, 2019.

Application Deadline	*Planning Board Meeting*	*City Council Meeting*
December 11, 2020	Monday, January 4, 2021	Thursday, February 4, 2021
January 8, 2021	Monday, February 1, 2021	Thursday, March 4, 2021
February 12, 2021	Monday, March 1, 2021	Thursday, April 8, 2021
March 12, 2021	Monday, April 5, 2021	Thursday, May 6, 2021
April 16, 2021	Monday, May 3, 2021	Thursday, June 10, 2021
May 21, 2021	Monday, June 7, 2021	Thursday, July 15, 2021
June 11, 2021	Monday, July 12, 2021	Thursday, August 5, 2021
July 23, 2021	Monday, August 2, 2021	Thursday, September 16, 2021
August 13, 2021	Monday, September 13, 2021	Thursday, October 7, 2021
September 10, 2021	Monday, October 4, 2021	Thursday, November 4, 2021
October 15, 2021	Monday, November 1, 2021	Thursday, December 9, 2021
*Confirm application deadline with staff	Monday, December 6, 2021	*January, 2022: Confirm meeting date with staff

***January, 2022 Council meeting dates are not set by Council until December, 2021.**

Application for Zoning Ordinance/Map Amendment

APPLICANT INFORMATION

Applicant: City of Asheboro

Applicant's Phone #: 336-626-1201

Applicant's Address: 146 N. Church Street

Applicant Email Address: jevans@ci.asheboro.nc.us

PROPERTY INFORMATION FOR MAP AMENDMENTS **Not applicable as this is a text amendment.**

Property Owner's Name ____________________

Location of Property ____________________

Property Size (ac. or s.f.) ____________________

Randolph County Property Identification Number (PIN#) ____________________

Current Zoning District ____________________

Requested Zoning District ____________________

Date Property Title Acquired ____________________

Deed Book ____________________ Page ____________________

Subdivision ____________________ Section __________ Lot # ______

Plat Book ____________________ Page ____________________

ORDINANCE AMENDMENT INFORMATION

Section 1011.2 of the Asheboro Zoning Ordinance requires the applicant to answer the following questions. The application may not be accepted unless all questions are completed.

1. Are there alleged errors in this Ordinance that would be corrected by the proposed amendment? If so, give a detailed explanation of such error and detailed reasons how the proposed amendment will correct the errors.

There are no specific errors but there is a mandate by North Carolina General Statutes for municipalities who want to apply zoning to codify the newly organized Chapter 160D, which pertains to land use law, into local zoning ordinance. Additionally, the proposed amendments to the sign ordinance are to comply with federal case law.

2. What are the changed or changing conditions, if any, in the jurisdiction of the City of Asheboro generally, which would make the proposed amendment reasonably necessary to the promotion of the public health, safety, and general welfare?

It is important that the Asheboro Zoning Ordinance reflect changes to state and federal legislation and case law.

3. In what manner will the proposed amendment carry out the intent of the Land Development Plan?

Goal 2.1.1 of the Land Development Plan states "The Zoning Ordinance will periodically be reviewed to ensure that the specific regulations for each Zoning District are aligned with the desired character and focus of each district." This has been interpreted broadly to include updates to the zoning ordinance which make sure that it is responsive to changes in local, state, and federal laws, regulations, and mandates. It applies to this case.

4. Are there any other circumstances, factors, or reasons that the applicant offers in support of the proposed amendment?

NCGS 160D mandates that local governments enact legislation in a timely manner, no later than July 1, 2021. This makes filing this amendment in a timely manner essential to give adequate time for public review and comment. Additional supportive information will be presented in future staff analyses.

APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant. The applicant for rezoning to any district other than a conditional use district shall be prohibited from offering any testimony or evidence concerning the specific manner in which he or she intends to use or develop the property.

Applicant Signature

J. L. Evans

Printed Name of Authorized Signatory (if different from Applicant)

John L. Evans, Assistant Community Development Director, City of Asheboro

Position/Relationship of Authorized Signatory to Applicant

Owner Signature (if different than Applicant)

Owner Address

146 N. Church Street

Telephone Number

336-626-1201 Ext. 225

Printed Name of Authorized Signatory (if different from Owner)

Position/Relationship of Authorized Signatory to Owner

STAFF USE JLE

Received by: Filed by JLE Date: 2-12-2021 and updated 3-29-2021 Case Number: RZ-21-02 (tentative case #)

RZ-21-03: Request to rezone from R10 (Medium-Density Residential) to R40 (Low-Density Residential): Kidd Drive (Randolph County Parcel Identification Number 7761458800)

Staff Report

The applicant's legal representative has requested a continuance of this request until the June 10, 2021 City Council meeting.

RODNEY C. MASON

Attorney and Counselor at Law

802 South Cox Street
Asheboro, North Carolina 27203

Telephone 336.629.3345
Telefacsimile 336.629.1882

April 30th 2021

Mr. John L. Evans, AICP, CZO
Assistant Community Development Director

Mr. Justin T. Luck, AICP
Zoning Administrator / Planner

Jeff Sugg, Esq.
City of Asheboro
146 North Church Street
Asheboro, North Carolina 27203

Re: The Matter of Jacqueline M. Cheek
Application for Variance and Rezoning R3-21
Our File No. 2892

Gentlemen:

We represent Ms. Cheek in her application for a variance from the City's Subdivision Ordinance. For the reasons set out in our attached Progress Notes, on behalf of our Client we move the Planning Board continue Ms. Cheek's application to the first meeting in June. For the same reasons, we move the City Council to hear Ms. Cheek's application in June following the decision by the Planning Board.

Please do not hesitate to contact me if you need additional information not included in our Progress Notes. We would greatly appreciate it if you would inform the Planning Board and the City Council of our Request that Ms. Cheek's matters be continued.

Thanking you for your kind assistance, I am

Sincerely yours,

RCMason

Rodney C. Mason

Enclosures
Cc: Ms. Jacqueline M. Cheek

Planning Board Recommendation & Comments to City Council

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

Case # **RZ-21-03**

Date 4/5/2021 PB

Applicant Jacqueline M. Cheek

Legal Description

The property of Jacqueline M. Cheek, located on the north side of Kidd Drive, approximately 1100 ft. north of its intersection with Old Cedar Falls Road and 375 feet west of its intersection with Gold Hill Road, totaling approximately 1.99 acres +/- and more specifically identified by Randolph County Parcel Identification Number 77614458800 and Plat Book 164, Page 57.

Requested Action Rezone from R10 (Medium-Density Residential) to R40 Low-Density Residential

Existing Zone N/A

Land Development Plan See staff report

Planning Board Recommendation

Continue the request.

Reason for Recommendation

The Planning Board concurred with staff reasoning.

Planning Board Comments

Rezoning Staff Report

RZ Case # **RZ-21-03**

Date 5/3/2021 Planning Board (continued from 4-5-2021)

General Information

Applicant Jacqueline M. Cheek

Address 1387 Old Cedar Falls Rd.

City Asheboro NC 27203

Phone 336-964-8585

Location north side of Kidd Dr., approximately 375 ft. west of Gold Hill Road and 1100 ft. north of Old Cedar Falls Road

Requested Action Rezone from R10 Medium-Density Residential to R40 Low-Density Residential

Existing Zone R10

Existing Land Use Undeveloped* (see (4) of analysis)

Size 1.99 acres +/-

Pin # 7761458800

Applicant's Reasons as stated on application

My current property that I reside is now R40. which is only a few hundred feet away from this location. I will put a permanent foundation under my home which would only make the value of my home more. It will be on the standard of a home, and with a permanent foundation. It will bring property value up. 20 years ago, I came before the board concerning putting a manufactured home at 1387 Old Cedar Falls Rd. which was approved and I did not let the board down.

Surrounding Land Use

North Undeveloped residential

East Undeveloped residential

South Manufactured home/commercial

West Medium-density residential (single-family)

Zoning History N/A

Legal Description

The property of Jacqueline M. Cheek, located on the north side of Kidd Drive, approximately 1100 ft. north of its intersection with Old Cedar Falls Road and 375 feet west of its intersection with Gold Hill Road, totaling approximately 1.99 acres +/- and more specifically identified by Randolph County Parcel Identification Number 77614458800 and Plat Book 164, Page 57.

Analysis

1. The property is outside of the city limits. The property is not served by city water or sewer.
2. Kidd Drive/Sunset Circle is platted as an unopened 50' right-of-way (PB, 164, PG. 57). The applicant has also requested a variance from Section 106 of the zoning ordinance, requiring every lot to abut a public street.
3. The property is accessible from Old Cedar Falls Road. While Sunset Circle is platted as an unopened right-of-way that extends to Gold Hill Road, the subject property is not accessible from Gold Hill Road.
4. A manufactured home has been moved onto the property, but is not currently permitted or occupied because a manufactured home is not a permitted use in the current R10 zoning district. The R40 district allows manufactured homes that are built to "Class A" standards. Other manufactured homes are located in the area.
5. There are three additional single-family dwellings along Kidd Drive between the subject property and Old Cedar Falls Road. The property to the east has major motor vehicle repair, which was permitted by a Conditional Use Permit in 1977.
6. The closest R40 zoning designation is located at 1387 Old Cedar Falls Rd, approximately 550 ft. south of the subject property.
7. The intent of the current R10 district is *to provide regulations which will produce a moderate intensity of residential uses, usually single family or two family in character and served by central water supply and sewage disposal systems, plus the necessary governmental and other support facilities to service such urban intensity living.* The intent of the requested R40 district is *to provide regulations which will produce a low intensity mixture of single family, duplex dwellings, and Class A Mobile Home dwellings usually served by individual wells and/or sewage disposal systems, plus the necessary governmental and other support facilities to provide service to such suburban intensity living.* A comparison between the existing R10 and proposed R40 districts is attached.

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	Neighborhood Residential
Small Area Plan	East
Growth Strategy Map Designation	Economic Development

LDP Goals/Policies Which Support Request

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 6: Existing infrastructure is adequate to support the desired zone *(water, sewer, roads, schools, etc.)*. Note: This item was selected because there is currently no water and public sewer.

Checklist Items 12-15: 12.) Property is located outside of the watershed area, or the rezoning request will not impose a significant, negative environmental impact.

13.) The property is located outside of Special Hazard Flood Area.

14.) Rezoning is located on steep slopes (>20%). Note: Staff notes that a portion of the property is located on slopes exceeding 20%. However, an R40 designation may be more suitable to having more options to place a building footprint appropriately because of the larger minimum lot size.

15.) The rezoning is not located on poor soils or the rezoning district is unlikely to create additional problems caused by poor soil conditions. Note: The property is identified by the Land Development Plan Physical Limitations map as potentially having poor soils. Approval of

a private well and septic system at a density allowable by R10 standards is less likely than a private well and septic built to lower-density R40 standards.

LDP Goals/Policies Which Do Not Support Request

Checklist Item 1: Rezoning is not compliant with the Proposed Land Use Map.

Checklist Item 5. The proposed rezoning is not compliant with the objectives of the Growth Strategy Map.

Checklist Item 7: The proposed rezoning is not compatible with the applicable Small Area Plan.

Staff's Final Analysis Concerning Consistency with Adopted Comprehensive Plans, Reasonableness and Public Interest

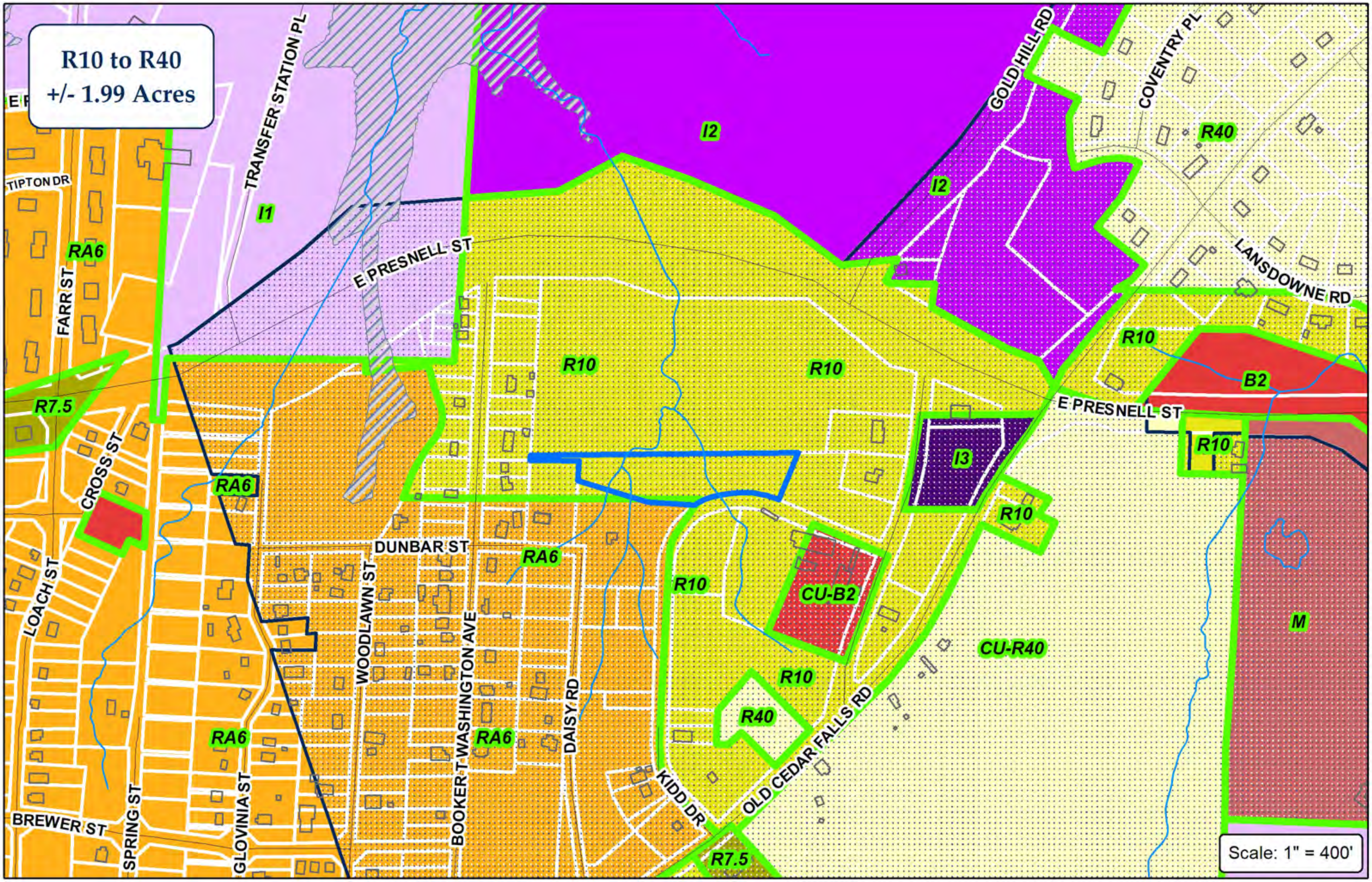
Although the property is designated as “neighborhood residential” by the proposed land use map and as an “economic development” area by the growth strategy map, infrastructure limitations of this property create challenges to develop the property with density envisioned by the Land Development Plan.

The zoning ordinance describes the R40 district as having the “necessary governmental and other support facilities to provide service to such suburban intensity living”. The R40 description more accurately characterizes the property than the existing R10 district. The property's lack of access to public water/sewer, plus the lack of street frontage that is built to city or state standards limit the ability for the property to be developed at a density typically seen in an R10 Medium-Density district.

While the R40 district differs from the R10 district by allowing manufactured homes on individual lots, zoning ordinance standards require manufactured homes to have a base consisting of solid materials, such as masonry and minimum roof pitch requirements, which help create an appearance more similar to site-built homes.

Considering these factors, staff believes that the requested R40 district maintains overall consistency with the Land Development Plan and therefore is reasonable and in the public interest.

Recommendation In light of the above analysis, staff’s recommendation is to approve the request.



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-21-03

Parcel: 7761458800

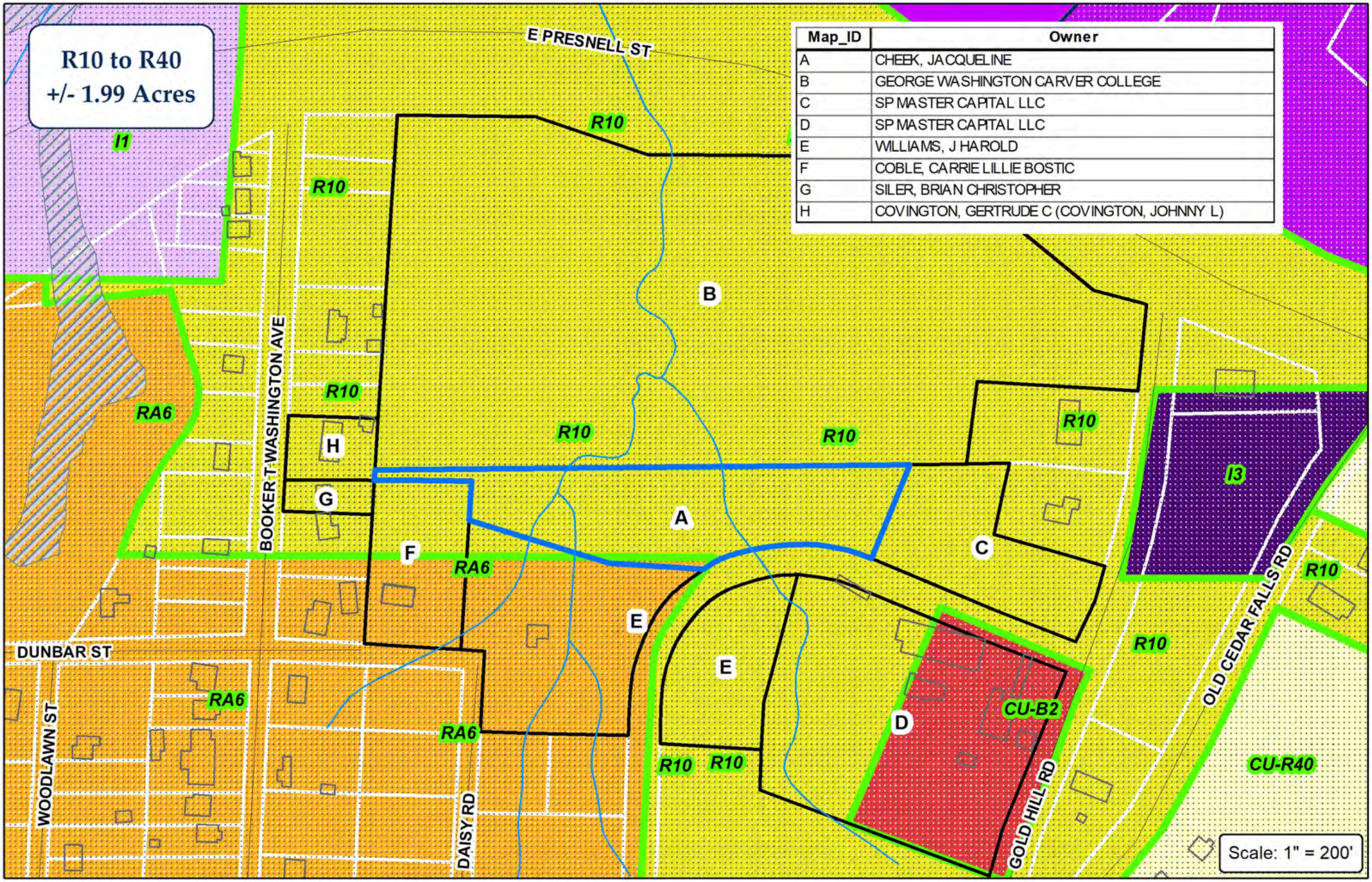
ETJ

Zoning

RZ Subject Property

City of Asheboro North Carolina

Exactly where you want to be



Map_ID	Owner
A	CHEEK, JACQUELINE
B	GEORGE WASHINGTON CARVER COLLEGE
C	SP MASTER CAPITAL LLC
D	SP MASTER CAPITAL LLC
E	WILLIAMS, J HAROLD
F	COBLE, CARRIE LILLIE BOSTIC
G	SILER, BRIAN CHRISTOPHER
H	COVINGTON, GERTRUDE C (COVINGTON, JOHNNY L)

City of Asheboro
North Carolina
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ETJ
Zoning

City of Asheboro Planning & Zoning Department

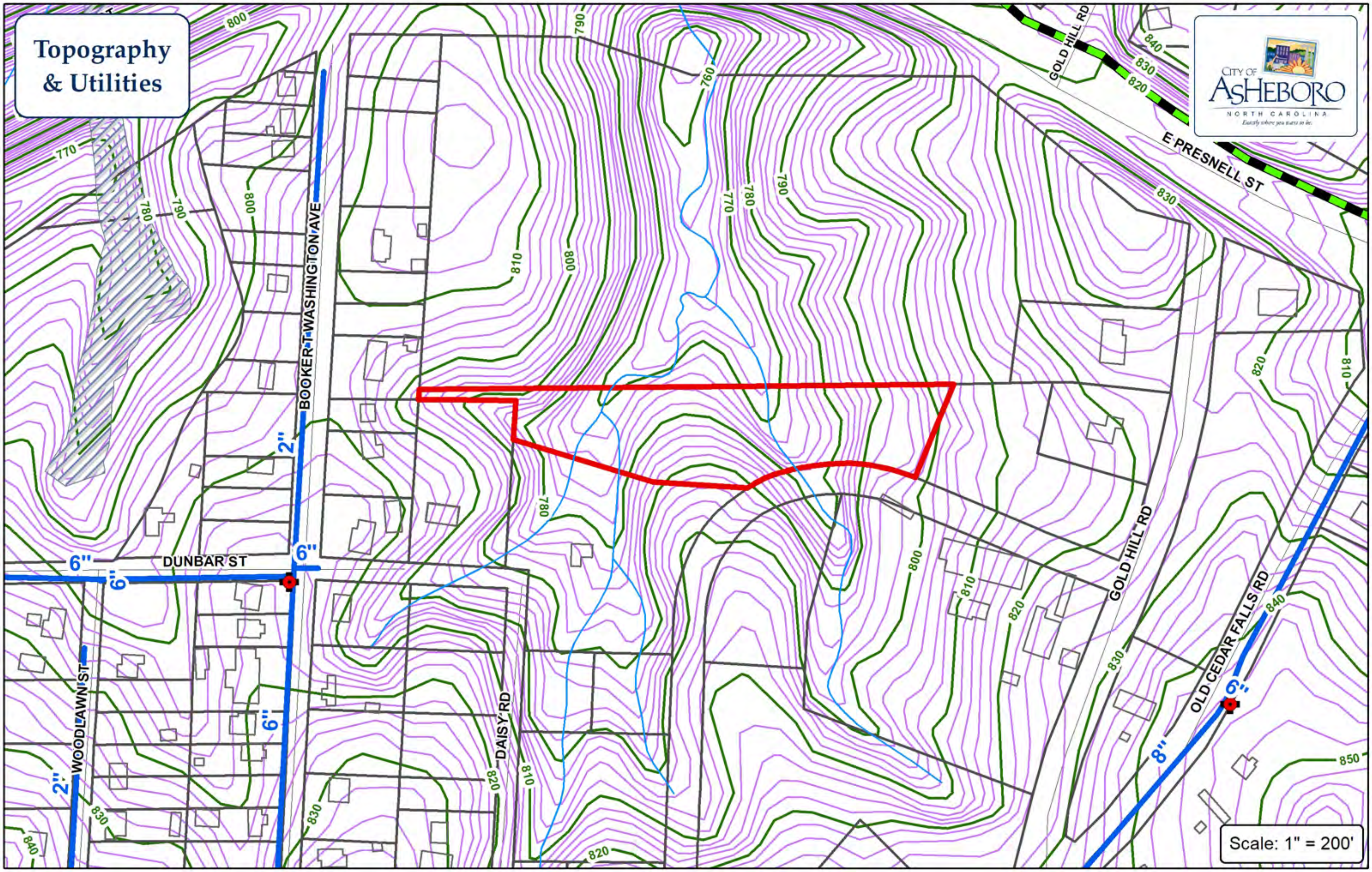
Rezoning Case: RZ-21-03

Parcel: 7761458800

RZ Subject Property
Adjoining Properties

N
S
E
W

Topography & Utilities



Force Main
Fire Hydrant
Water Main
Pump Station
Sewer Main

City of Asheboro
Planning & Zoning Department

Rezoning Case: RZ-21-03

Parcel: 7761458800

RZ Subject Property

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-21-03

Parcel: 7761458800

RZ Subject Property	Zoning

Table 200-1

Table of Area, Height, Bulk and Placement Regulations

District	Minimum Lot Size in Sq. Ft.	Lot Width (Frontage) In Feet*	Front Required Yard in Feet*	Side Required Yard In Feet*	Rear Required Yard in Feet*	Maximum Height in Feet*	Maximum Floor Area Ratio*	Open Space Ratio*	Recreation Ratio*
R40	40,000 SF	100	30	15	25	35	22%		
	80,000 Duplex			1 Single Family or 1 Duplex Only			22%		
	40,000 NonRes						22%		
R10	10,000 SF	75	30	10	25	35	22%		
	15,000 Duplex			1 Single Family or 1 Duplex Only			22%		
	10,000 NonRes						22%		

*Except as specifically modified by this Ordinance

Revised 10/2019

Application for Zoning Ordinance/Map Amendment

APPLICANT INFORMATION

Applicant Jacqueline M. Cheek

Applicant's Phone # 336-964-8525

Applicant's Address 1387 Old Cedar Falls Rd.
Asheboro, NC -27203-

Applicant Email Address jjkicheek@aol.com

PROPERTY INFORMATION FOR MAP AMENDMENTS

Property Owner's Name Same as above

Location of Property TBD - Kidd Drive

Property Size (ac. or s.f.) 1.83 - .86 acres

Randolph County Property Identification Number (PIN#) 7761458800

Current Zoning District R10

Requested Zoning District R40

Date Property Title Acquired 5/2020

Deed Book 2708 Page 1469

Subdivision ______ Section ______ Lot # ______

Plat Book 164 Page 57

JMC

ORDINANCE AMENDMENT INFORMATION

Section 1011.2 of the Asheboro Zoning Ordinance requires the applicant to answer the following questions. The application may not be accepted unless all questions are completed.

1. Are there alleged errors in this Ordinance that would be corrected by the proposed amendment? If so, give a detailed explanation of such error and detailed reasons how the proposed amendment will correct the errors.

______

______

2. What are the changed or changing conditions, if any, in the jurisdiction of the City of Asheboro generally, which would make the proposed amendment reasonably necessary to the promotion of the public health, safety, and general welfare?

My Current property is now that I reside is I40 which is only [struck-out] - [struck-out] feet away; A few hundred from this location.

I will put a permanent foundation under my home which would only make the value of my home more.

3. In what manner will the proposed amendment carry out the intent of the Land Development Plan?

It will be on the standard of a home, and with a permanent foundation it will bring property value up.

4. Are there any other circumstances, factors, or reasons that the applicant offers in support of the proposed amendment?

20 yrs ago I came before the board concerning putting a manufactured home at 1387 Old Cedar Falls Rd. in which I was approved and I DID not le the board down.

APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant. The applicant for rezoning to any district other than a conditional use district shall be prohibited from offering any testimony or evidence concerning the specific manner in which he or she intends to use or develop the property.

Applicant Signature Jacqueline M. Check

Owner Signature (if different than Applicant) ______

Printed Name of Authorized Signatory (If different from Applicant) ______

Owner Address ______

Position/Relationship of Authorized Signatory to Applicant ______

Telephone Number ______

Printed Name of Authorized Signatory (If different from Owner) ______

Position/Relationship of Authorized Signatory to Owner ______

STAFF USE		
Received by: JTE	**Date:** 3-4-2021	**Case Number:** RZ-21-03

NOTICE OF ZONING MAP AMENDMENT (REZONING)
TO ADJOINING PROPERTY OWNERS

This is to notify you that I (we), Jacqueline Cheek

have filed an application with the City of Asheboro to rezone property located at

TBD Kidd Dr. from ______________

to ______________.

On Monday, April 5, 2021, at 7:00 pm the Asheboro Planning Board will meet to hear this request and forward their report to the City Council. On Thursday, May 6, 2021, at 7:00 pm the City Council will hold a public hearing on the rezoning request.

The meetings will be held in the City Council Chambers, 146 North Church Street, Asheboro, NC. The Council, after considering the information/testimony presented during the public hearings and reviewing the reports of the Planning Board and Planning and Zoning Department, will take action on the application. Such action may include approval of the request, denial of the request, or approval of a modified version of the request on the basis of the Council's determination that such action is reasonably necessary to promote the public health, safety, or general welfare and to achieve the purposes of the adopted Land Development Plan. The meeting is open to the public and your participation is encouraged. If you have any questions, please contact the Planning and Zoning Department at 336-626-1201 Ext. 225. You may also contact me at

Jacqueline Cheek - 336 964-8585

RZ-21-04: Request to rezone from I2 (General Industrial) to B2 (General Commercial): 532 W. Salisbury Street (Randolph County Parcel Identification Number 7751640197)

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-21-04** **Date** 4/5/2021 PB

Applicant Carolina Farmers Mutual Insurance Co.

Legal Description

The property of Carolina Farmer's Mutual Insurance Company, located at 532 East Salisbury Street, totaling approximately 2.67 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7751640197.

Requested Action Rezone from I2 (General Industrial) to B2 (General Commercial)

Existing Zone N/A

Land Development Plan See 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-21-04** **Date** 4/5/2021 Planning Board

General Information

Applicant Carolina Farmers Mutual Insurance Company

Address 515 W. Salisbury Street

City Asheboro NC 27203

Phone 336-625-6323

Location 532 W. Salisbury Street

Requested Action Rezone from I2 (General Industrial) to B2 (General Commercial)

Existing Zone I2 **Existing Land Use** Undeveloped property (formerly furniture manufacturing)

Size 2.67 acres +/- **Pin #** 7751640197

Applicant's Reasons as stated on application

There are no alleged errors in this Ordinance that would be corrected by the proposed amendment. Over several decades, adjoining properties have transitioned to B2 and this would be consistent with the development of the area and promoted the general welfare of the community. The proposed amendment will carry out the intent of the Land Development Plan by encouraging Asheboro's economic development while enhancing the community's environment and quality of life.

Surrounding Land Use

North Industrial **East** Industrial

South Norfolk Southern Railroad/Commercial **West** Commercial/Medical

Zoning History N/A

Legal Description

The property of Carolina Farmer's Mutual Insurance Company, located at 532 East Salisbury Street, totaling approximately 2.67 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7751640197.

Analysis

1. The property is inside the city limits.
2. West Salisbury Street (NC Hwy. 42 N.) is a state-maintained major thoroughfare. North Park Street and Summit Avenue are both city-maintained streets. North Park Street has a signalized intersection with West Salisbury Street (NC Hwy. 42 N.).
3. The property is adjacent to Norfolk Southern Railroad. While a driveway cut was previously used to access the property from West Salisbury Street, any encroachment across the railroad requires approval from Norfolk Southern.
4. The area is within the Center City Planning Area (Commercial and Employment Center Planning Area). This area has restrictions on the proportion of property that can be built upon with impervious surfaces.
5. The zoning ordinance requires sidewalks for new commercial development on streets with curb/gutter and adequate public right-of-way.
6. The area includes a mix of industrial, commercial, office, and residential uses.
7. The zoning ordinance states that the intent of the current I2 district is *to produce areas for intensive manufacturing, warehousing, processing and assembly uses, controlled by performance standards to limit the effect of such uses on adjacent districts.* The intent of the requested 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 major or minor thoroughfares, never local streets.*

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	Employment Center (City)
Small Area Plan	Central
Growth Strategy Map Designation	Primary Growth

LDP Goals/Policies Which Support Request

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

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

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

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

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

Checklist Items #12 and #13: Property is located outside of watershed , special hazard flood area

LDP Goals/Policies Which Do Not Support Request

Checklist Item 14. Rezoning is located on steep slopes (>20%)

Staff's Final Analysis Concerning Consistency with Adopted Comprehensive Plans, Reasonableness and Public Interest

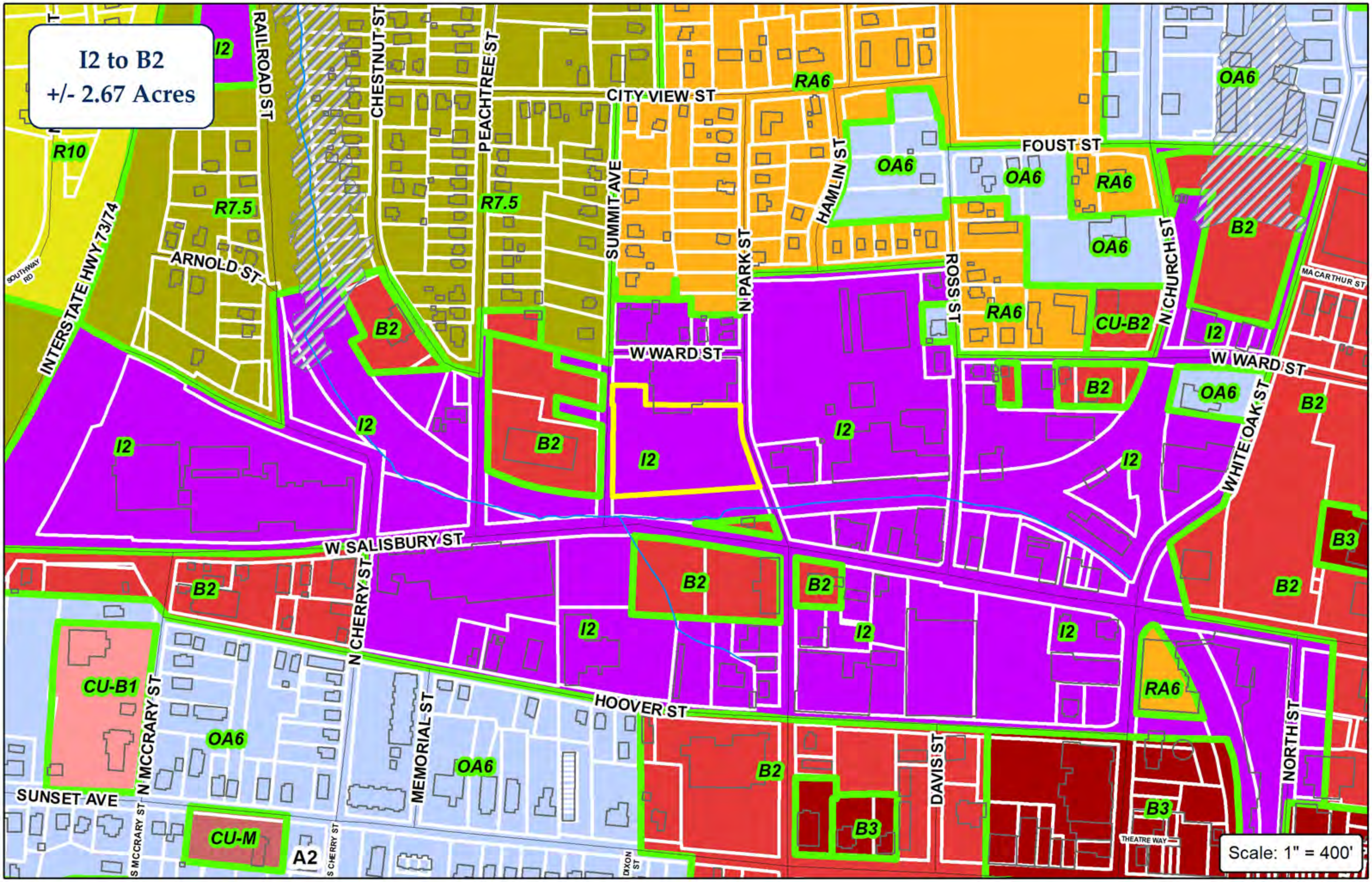
The Land Development Plan proposed land use map designates the property as part of the City's Activity Center, which is intended "to create pedestrian-friendly community focal points" containing a mix of complementary residential and non-residential (commercial, office/institutional) uses. Such a mix of uses is also supported by the Central Small Area Plan. This LDP idea matches what currently exists today with a mix of residential and non-residential uses in the area surrounding the subject property, with much of that tied to a pedestrian network (particularly to the south and east).

The proposed B2 district is a better fit than a General lndustrial District on a property which has not had industrial activity in over a decade. New residential development within a quarter of a mile of the subject property, which has either been built in the last decade or is planned in the near future, also helps complement land uses providing a range of goods and services that may be possible in the B2 district.

Considering these factors, staff believes that the requested B2 district is overall consist with the Land Development Plan and is therefore reasonable and in the public interest.

In light of the above analysis, staff’s recommendation is to approve the request.

Recommendation



ETJ

Zoning

RZ Subject Property

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-21-04

Parcel: 7751640197

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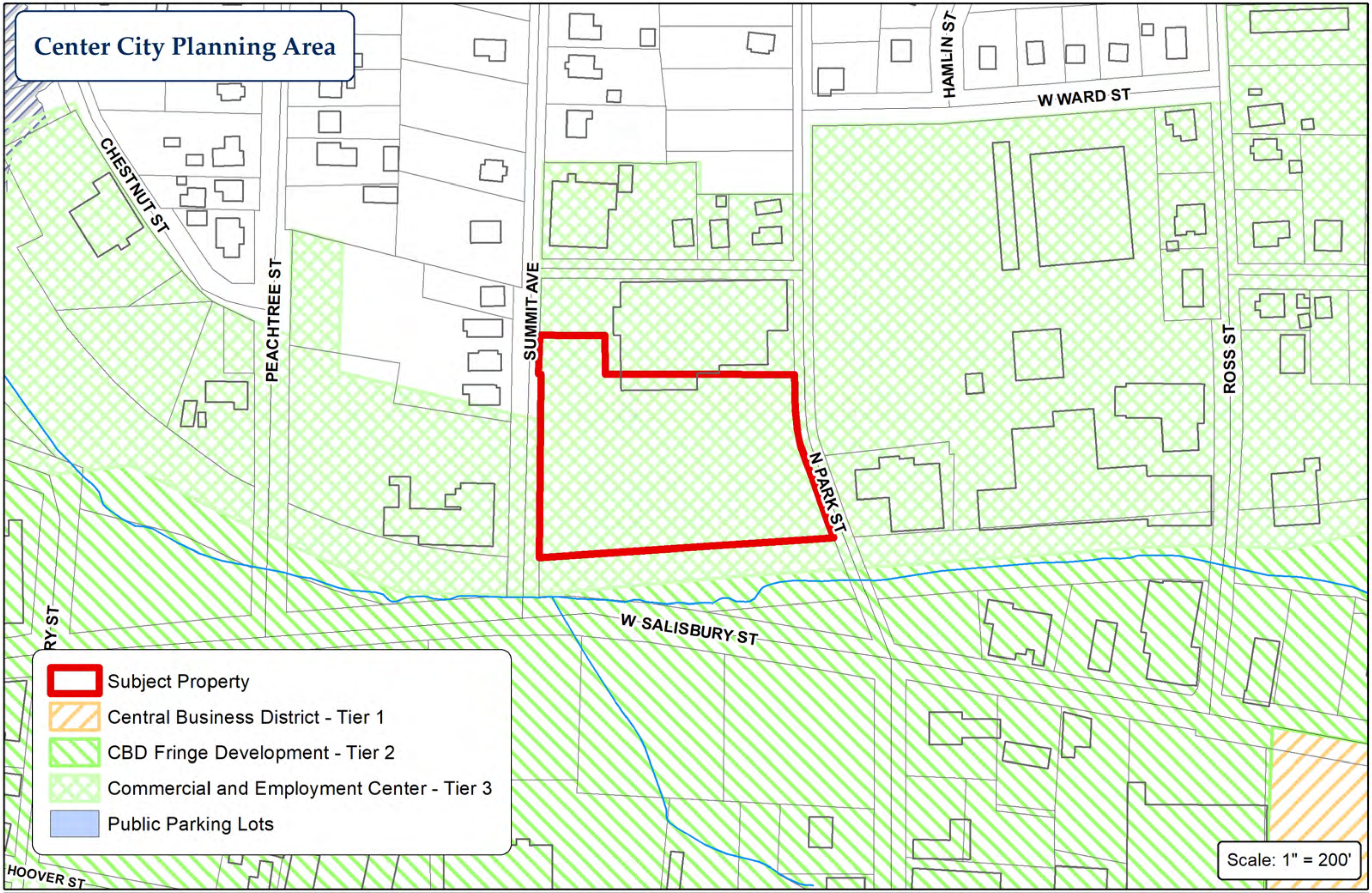
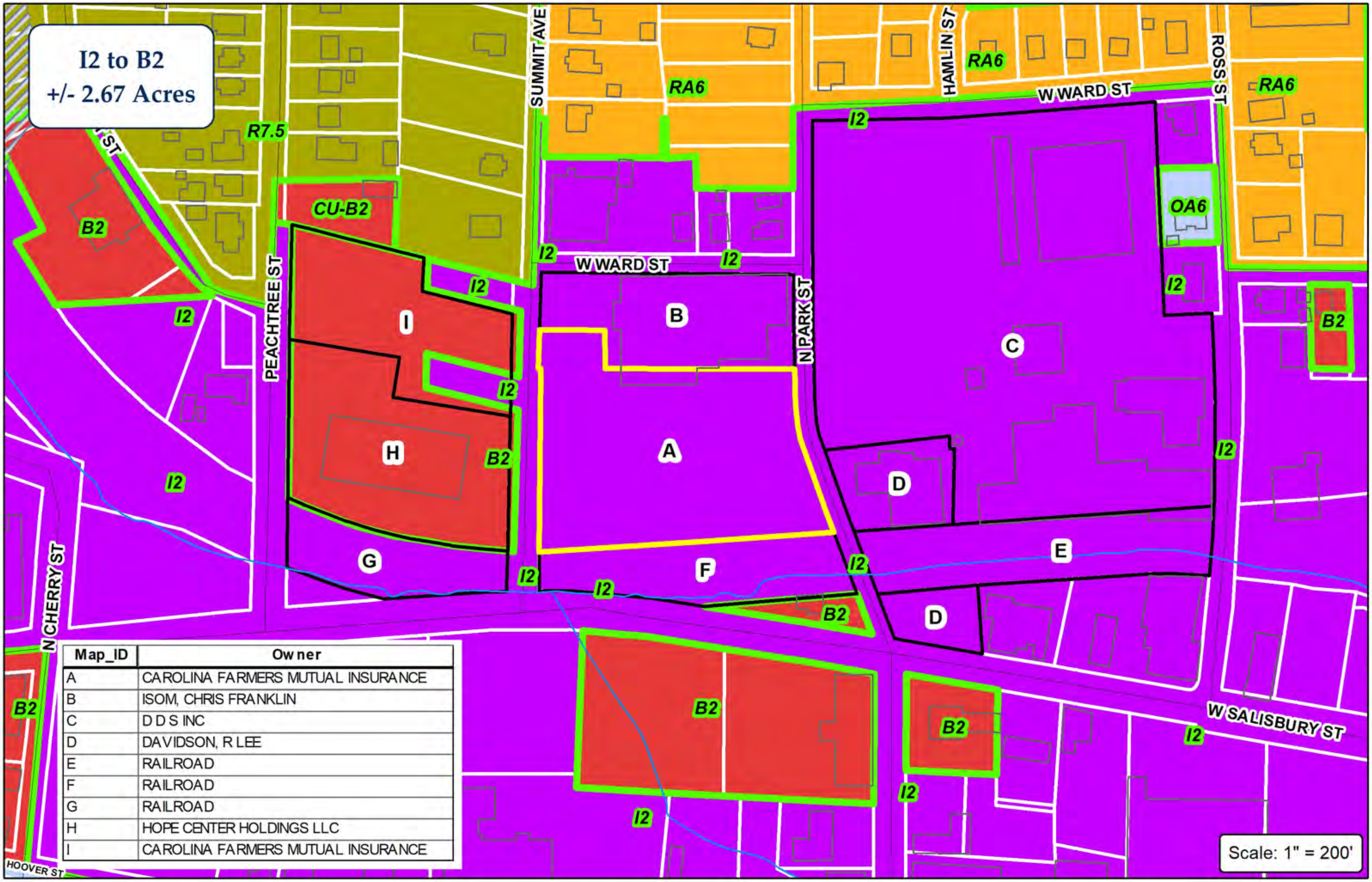


City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-21-04

Parcel: 7751640197



Map_ID	Owner
A	CAROLINA FARMERS MUTUAL INSURANCE
B	ISOM, CHRIS FRANKLIN
C	D D S INC
D	DAVIDSON, R LEE
E	RAILROAD
F	RAILROAD
G	RAILROAD
H	HOPE CENTER HOLDINGS LLC
I	CAROLINA FARMERS MUTUAL INSURANCE

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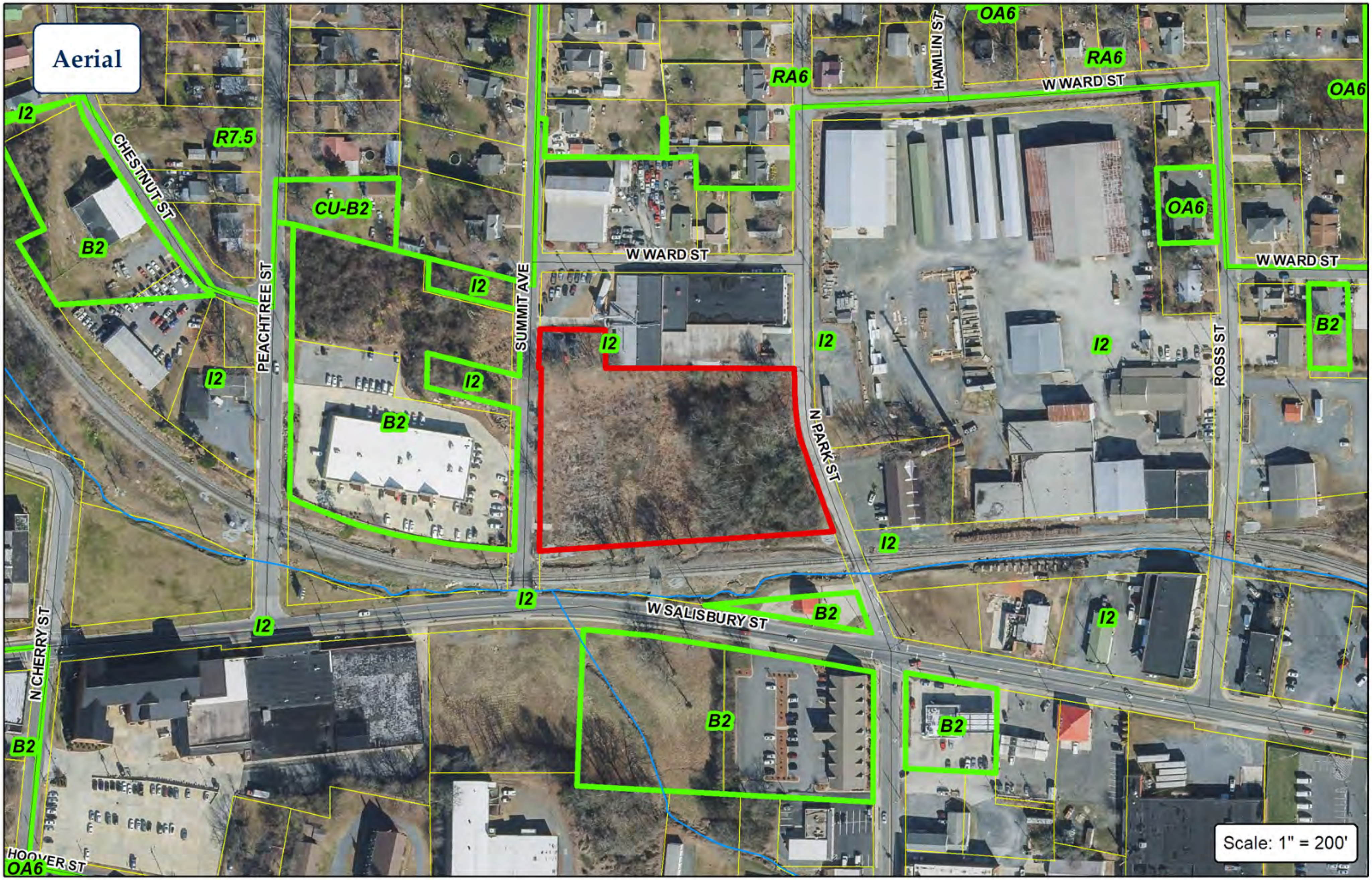
ETJ
Zoning

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-21-04

Parcel: 7751640197

RZ Subject Property
Adjoining Properties



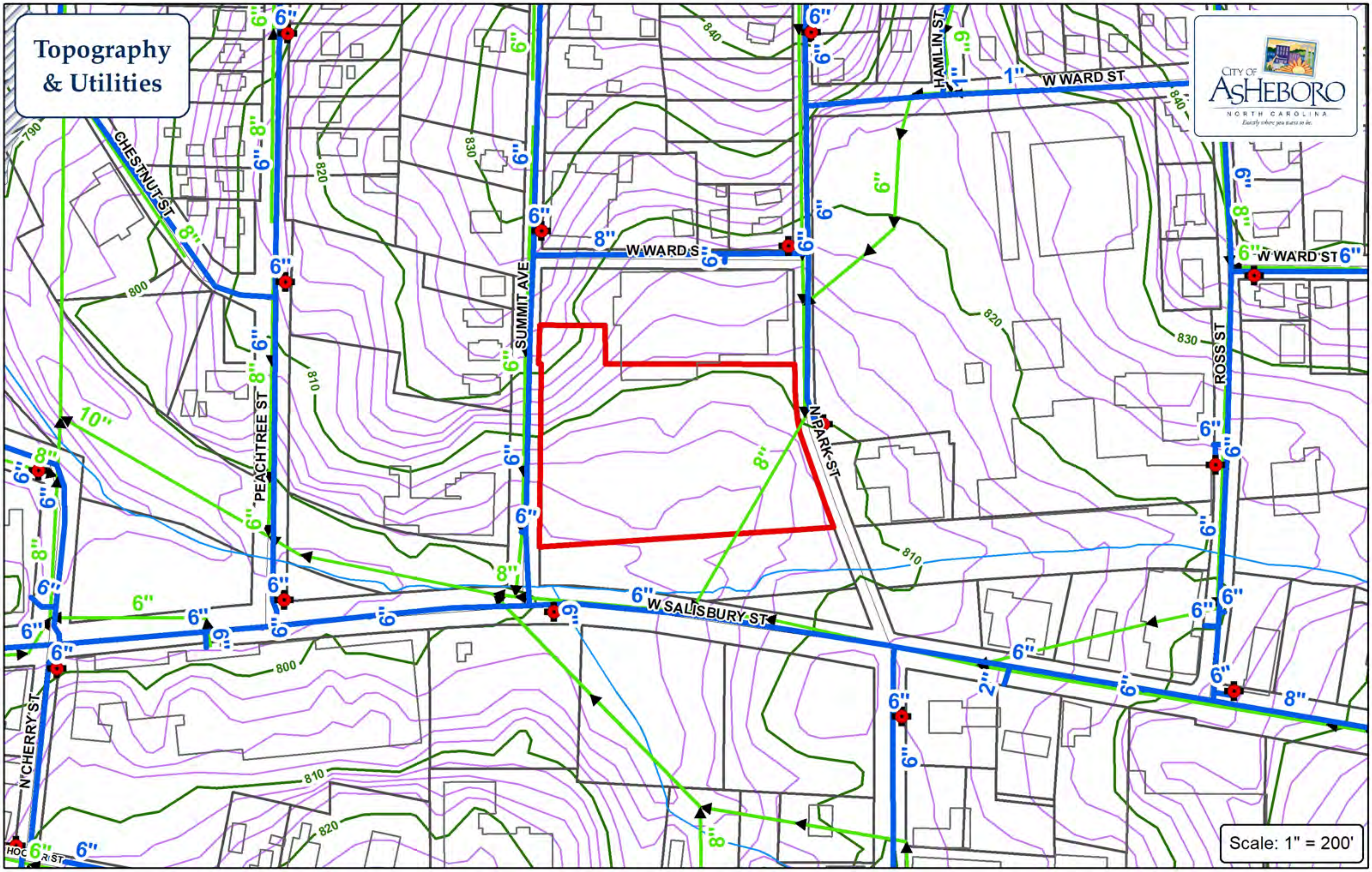
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-21-04

Parcel: 7751640197

RZ Subject Property

Zoning



Force Main
Water Main
Sewer Main
Fire Hydrant
Pump Station

City of Asheboro
Planning & Zoning Department

Rezoning Case: RZ-21-04

Parcel: 7751640197

RZ Subject Property

SUB-95-06: Windcrest Acres Preliminary Plat

Staff Report

SUBDIVISION STAFF REPORT
Preliminary Plat

CASE # SUB-95-06 **Date** May 3, 2021
Planning Board

GENERAL INFORMATION

Subdivision Name	Windcrest Acres, Section 3
Requested Action	Preliminary Plat
Applicant	Davidson Land Development, LLC
Address	892 Shiptontown Road, Lexington NC 27292
Phone	336-746-5115
Location	South of Oak Bend Drive and Central Falls Road

PARCEL INFORMATION

PIN	7762369298		
Size	21.47 acres +/- of 69.13 acres +/-	**Number of Lots**	47
Existing Zoning	R10	**Average Lot Size**	Pending
Existing Land Use	Undeveloped		

Surrounding Land Use

North	Residential	**East**	Residential
South	Residential	**West**	Residential/Place of Assembly (non commercial-church)

LAND DEVELOPMENT PLAN

Growth Strategy Map	Primary Growth
Proposed Land Use Map	Neighborhood Residential
Small Area Plan Map	Northeast
Identified Activity Center?	No

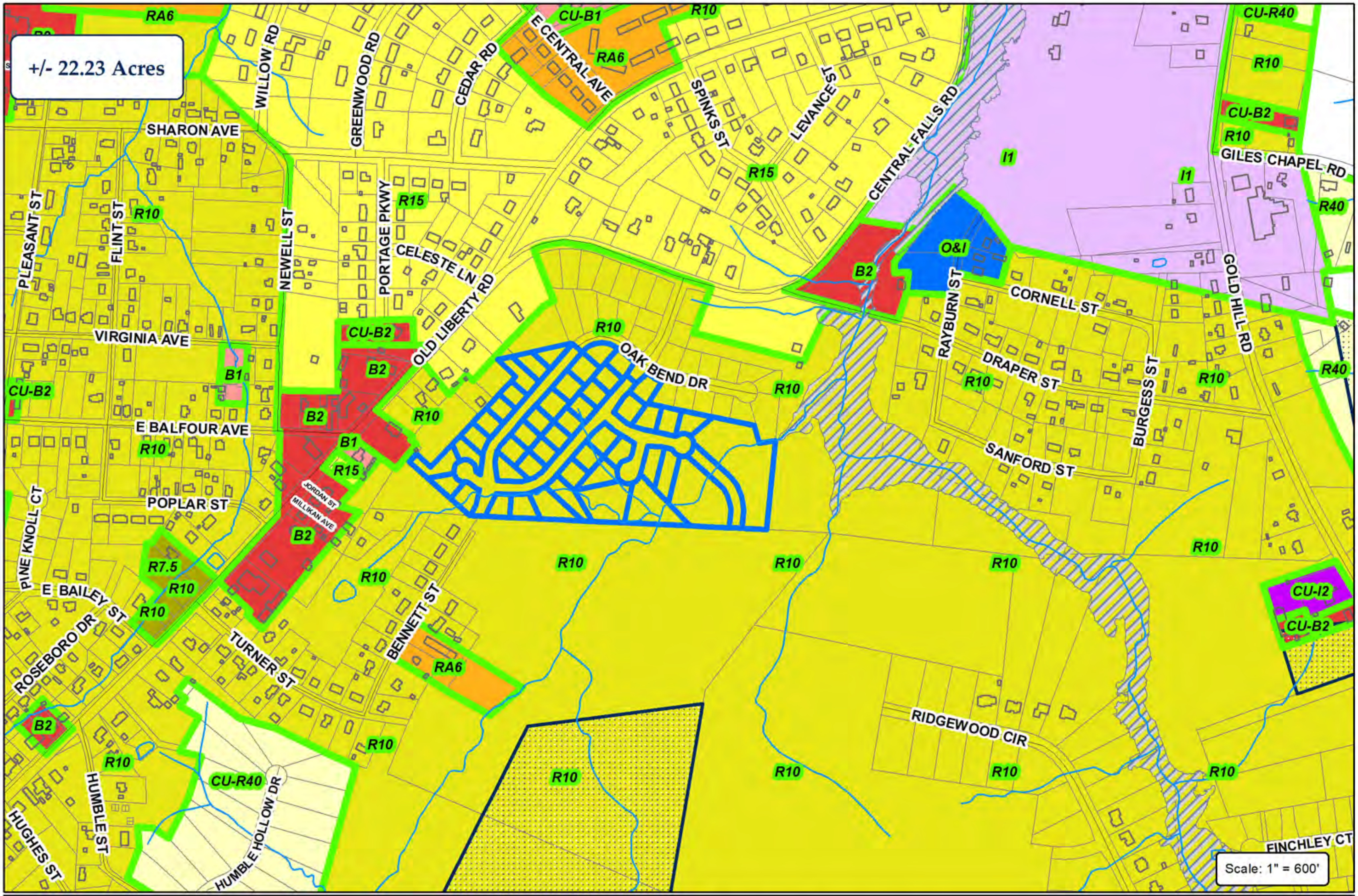
Development Issues

1. The preliminary plat for this subdivision was approved by Council on September 9, 2004. Due to the amount of time that has lapsed, a new preliminary plat is required.
2. The first two sections of the development include 27 lots. Additional future development area on the property may be developed at a later time, with submittal of the required sketch design that meets development requirements in effect at the time of submittal. However, neither the number of lots nor the design for the future phase has been identified at this time.
3. When the sketch design plat was approved in 1995, curb and gutter streets were not required. The sketch plan did not indicate curb and gutter streets for any phases of the development. The first two phases do not have curb and gutter.
4. A small portion of the property is within a Special Hazard Flood Area. Development around streams is also subject to NC Department of Environmental Quality permitting requirements.
5. A deceleration/turning lane was installed along Central Falls Road when the previous sections of the development were built.
6. Two possible connections to adjoining property are shown. One of these provides a potential connection to Bennett Street. The other is identified as a future connection.

SUBDIVISION STAFF REPORT
Preliminary Plat

DEPARTMENT COMMENTS

Engineering	Plat comments and corrections are pending.
Public Works	Due to design and storm water issues with combining streets with and streets without curb and gutter, Public Works is not recommending curb and gutter be included in the proposed phases of the development.
Planning	Plat comments and corrections are pending.
Other	Confirmation is needed that the hydrant along Windcrest Road near the entrance to the development (in front lot Lots 29/44) is operational. If not, a hydrant needs to be located at end of cul de sac on Laurel Spring Road prior to final plat approval.
Staff Recommendation	A recommendation is pending and will be available at the Monday, May 3, 2021 Planning Board meeting.
Planning Board Recommendation	



ETJ

City of Asheboro Planning & Zoning Department

Subdivision Case: SUB-95-06
Windcrest Subdivision

Parcel: 7762369298 (pt.)

Subject Property
Zoning

CITY OF ASHEBORO
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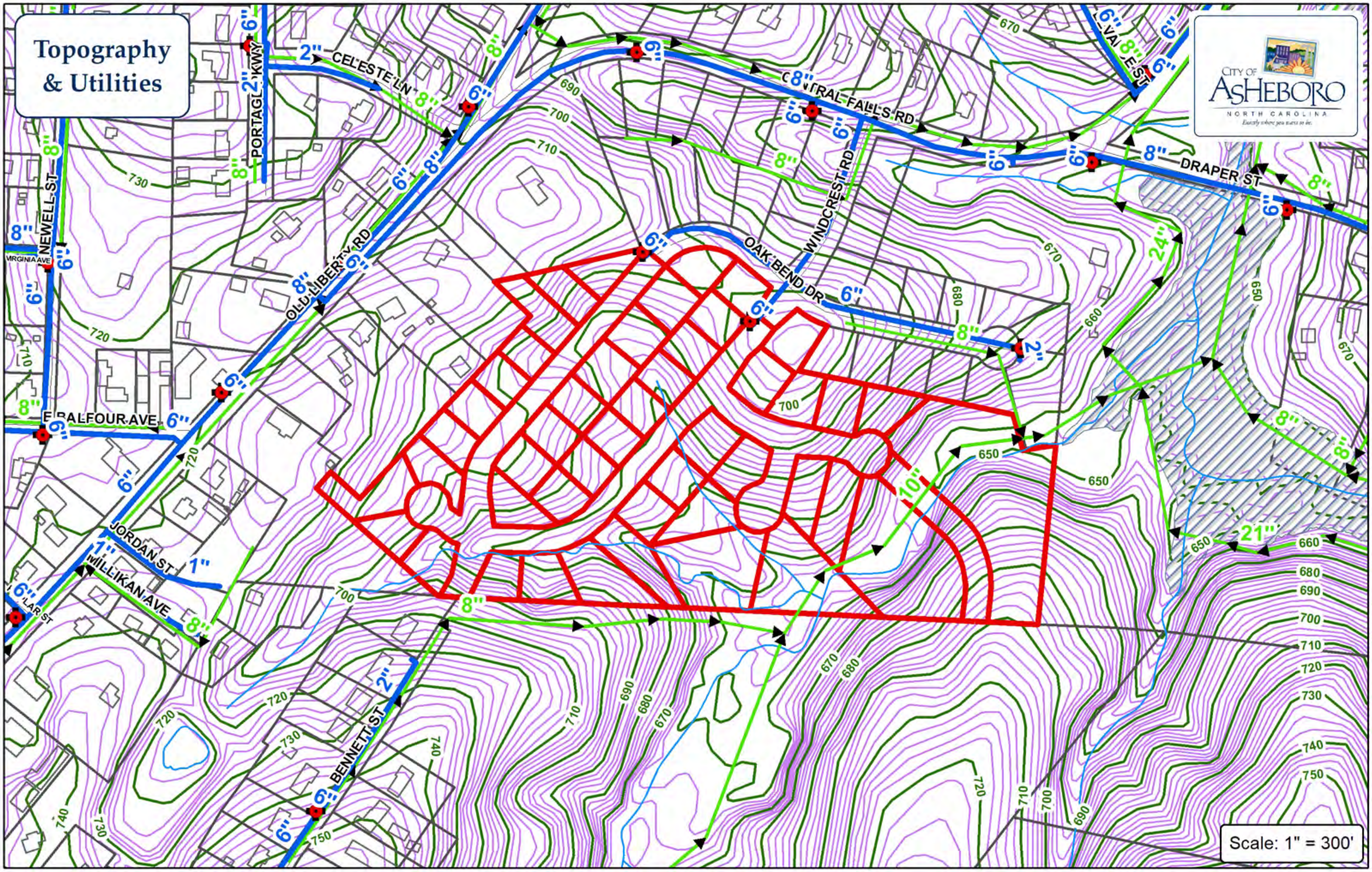
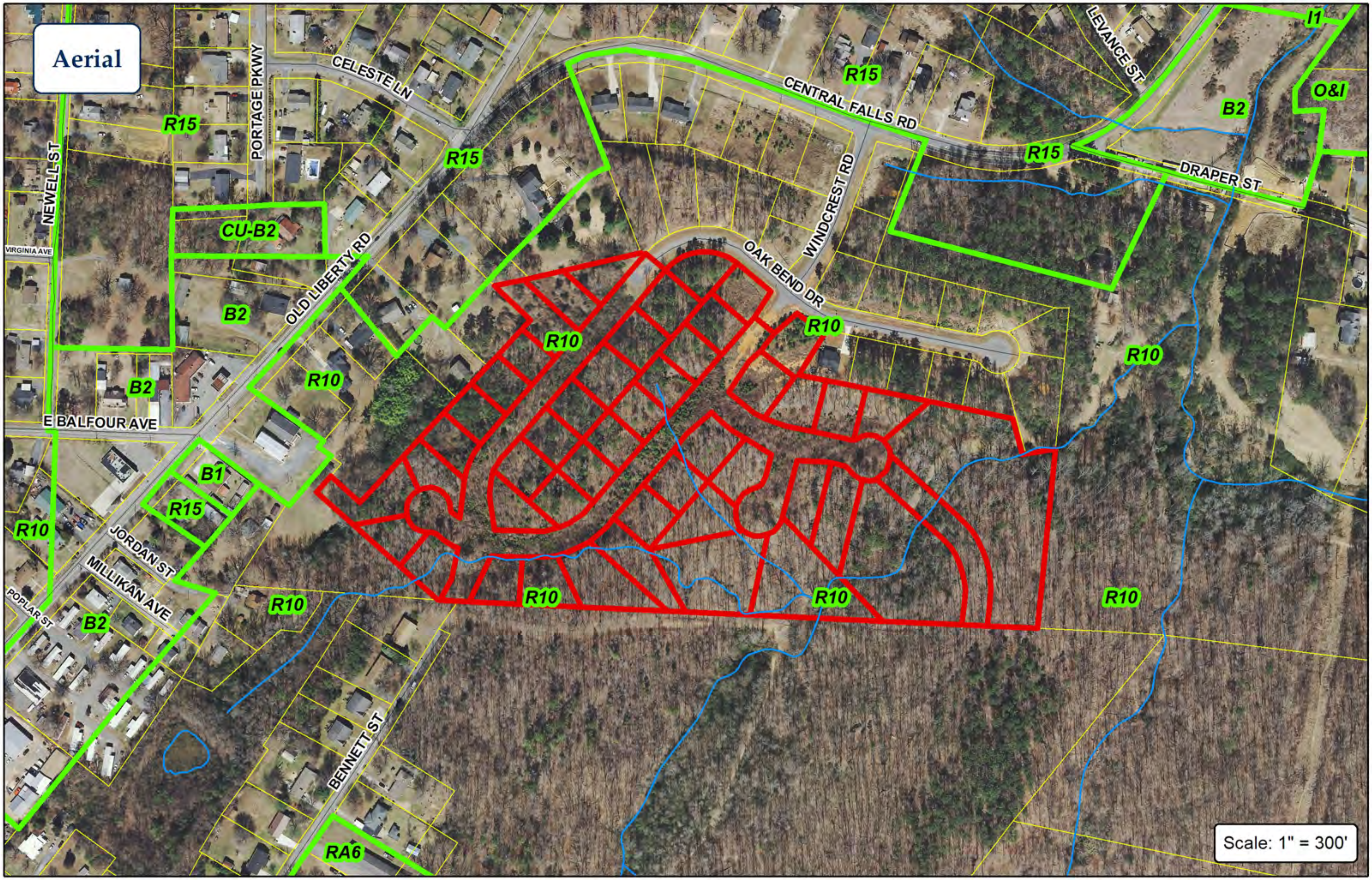


Water Main	Fire Hydrant
Sewer Main	PS Pump Station
Force Main	

City of Asheboro
Planning & Zoning Department
Subdivision Case: SUB-95-06
Windcrest Subdivision
Parcel: 7762369298

Subject Property

N E S W

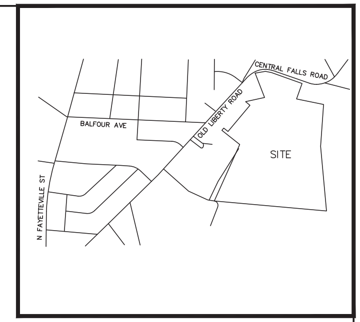


City of Asheboro Planning & Zoning Department

Subdivision Case: SUB-95-06
Windcrest Subdivision

Parcel: 7762369298

Subject Property
Zoning



VICINITY MAP
N.T.S.

SITE NOTES:

1. PROPERTY INFORMATION

OWNER/DEVELOPER: DAVIDSON LAND DEVELOPMENT, LLC
PIN NUMBERS: 7762369298
EXISTING ZONING: R10
EXISTING LAND USE: VACANT

OWNER ADDRESS: 896 SHIPTONTOWN RD LEXINGTON, NC 27292
NUMBER: 336-746-5115

2. THE PROJECT IS LOCATED WITHIN THE CITY OF ASHEBORO

3. PARCEL BOUNDARIES, TOPOGRAPHIC DATA, EASEMENTS, EXISTING WATER METER AND SANITARY SEWER ARE SHOWN PER FIELD PREVIOUS SEA JOB NO. 239

4. PROPOSED USE: RESIDENTIAL

5. LOT INFORMATION
 - NUMBER OF LOTS:
 - EXISTING 1-27 (SECTION 1 AND 2)
 - PROPOSED 28-74 (47) (SECTION 3)

 - TOTAL TRACT AREA: 69.13 AC
 - SITE AREA IN CURRENT DEVELOPMENT: 21.47 AC
 - AVERAGE LOT SIZE IN CURRENT DEVELOPMENT: 0.37 AC
 - FUTURE DEVELOPMENT: 47.66 AC
 - PROPOSED R/W AREA: 3.97 AC
 - SETBACKS:
   FRONT= 30 FT (UNLESS MODIFIED BY FRONT YARD AVERAGING REQUIREMENT)
   SIDE= 10 FT
   REAR= 25 FT
 - MIN. LOT SIZE 10,000 SF
 - MIN. LOT WIDTH 75'

6. PROPOSED STREET INFORMATION
 - OAK BEND 1800 LF
 - WINDCREST ROAD 1085 LF
 - FOX LAUREL 425 LF
 - PEN OAK DRIVE 185 LF
 - 60' R/W

7. MAINTENANCE NOTES
 - MUNICIPALITY TO MAINTAIN ALL STORM SEWER, SANITARY SEWER, AND WATER LINES WITHIN PUBLIC R/W

8. OBTAIN ALL APPLICABLE PERMIT APPROVALS PRIOR TO ANY CONSTRUCTION.

9. CONFIRM UTILITY TIE INS WITH CITY PRIOR TO CONSTRUCTION.

10. NO STREET LIGHTING IS PROPOSED PER THIS DESIGN

DRAWING LEGEND

- PROPERTY LINE
- ADJOINING PROPERTY LINE
- SETBACK LINES
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING WATER LINE
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- PROPOSED WATER LINE
- EXISTING STORM PIPE

PRELIMINARY CIVIL SITE
DEVELOPMENT PLANS

PRELIMINARY PLANS

Summey Engineering Associates, PLLC
Engineering - Land Planning - Consulting
PO Box 968
Asheboro, NC 27204
Phone: 336-328-0902 Fax: 336-328-0922
Email - info@summeyengineering.com
NC Professional Engineering Firm License No. P-0336

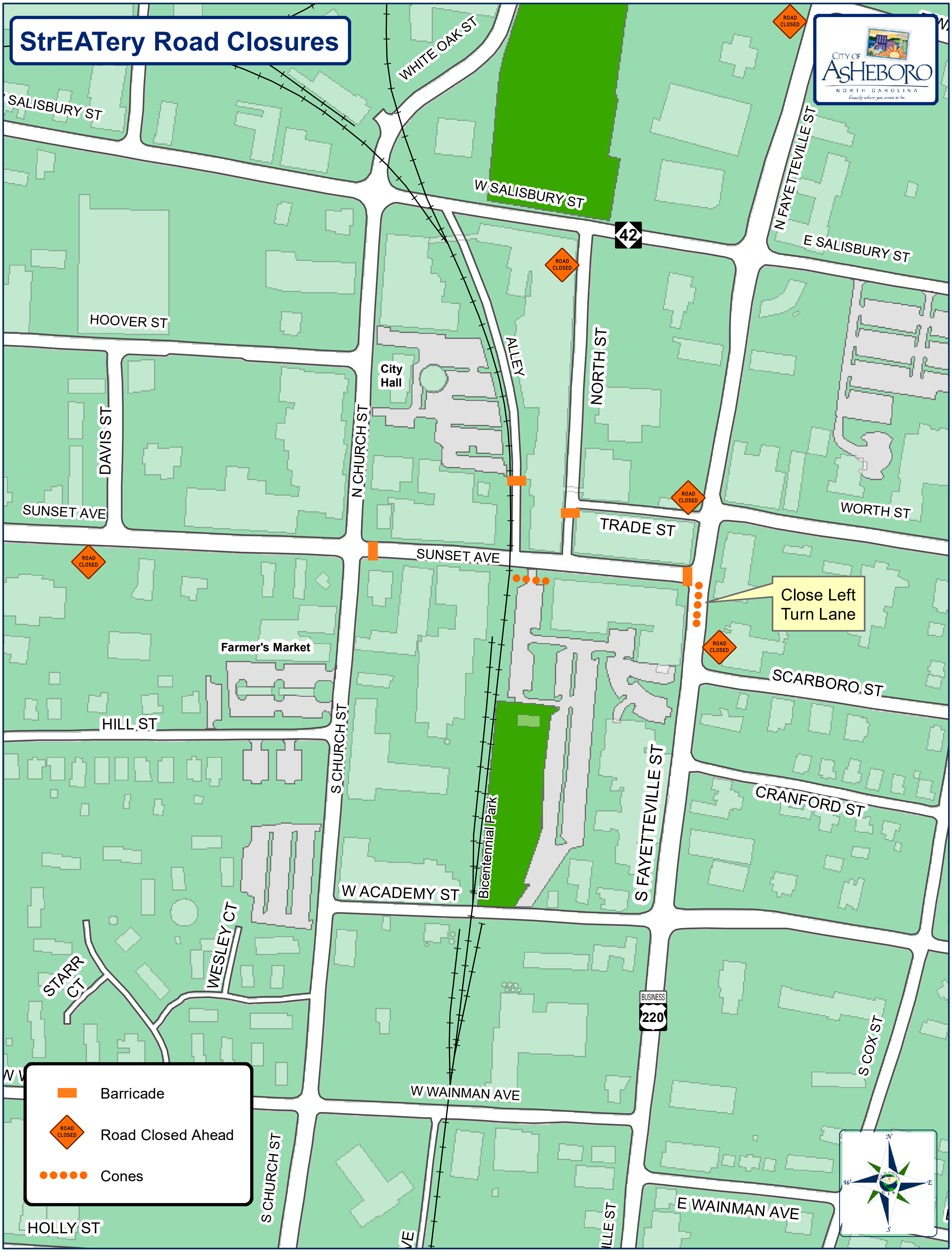
No.	Date:	Description:	By:

PRELIMINARY PLAT
WINDCREST ACRES SUBDIVISION SECTION 3
WINDCREST RD
ASHEBORO - RANDOLPH COUNTY - NC

Scale:	AS NOTED
Date:	APRIL 2021
Drawn By:	CV
Checked By:	HMSJ
Job No.:	E-7017

Sheet No.

P:\E-7017 Windcrest Acres Subdivision - Ph 2-4\DWG\Civil Site\E-7017 Windcrest Base A 4-12-21.dwg, 4/30/2021 2:41:36 PM, AutoCAD PDF (General Documentation).pc3


StrEATery Road Closures
City of Asheboro
North Carolina
W SALISBURY ST
WHITE OAK ST
W SALISBURY ST
42
N FAYETTEVILLE ST
E SALISBURY ST
ROAD CLOSED
HOOVER ST
City Hall
ALLEY
NORTH ST
DAVIS ST
N CHURCH ST
SUNSET AVE
WORTH ST
TRADE ST
SUNSET AVE
Close Left Turn Lane
Farmer's Market
SCARBORO ST
HILL ST
S CHURCH ST
S FAYETTEVILLE ST
CRANFORD ST
Bicentennial Park
W ACADEMY ST
WESLEY CT
STARR CT
BUSINESS
220
S COX ST
W WAINMAN AVE
Barricade
Road Closed Ahead
Cones
S CHURCH ST
E WAINMAN AVE
HOLLY ST
N
E
S
W