

REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL, ASHEBORO CITY HALL
THURSDAY, OCTOBER 9, 2025
6:00 P.M.

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

Walker B. Moffitt) – Mayor Pro Tempore Presiding

Clark R. Bell)
Edward J. Burks)
Kelly W. Heath) – Council Members Present
William N. McCaskill)
Charles A. Swiers)

David H. Smith) – Mayor Absent

W. Joseph Trogon, Jr.) – Council Member Absent

Donald E. Duncan, Jr., City Manager
Robert L. Brown, Jr., Chief of Police
Alyssa R. Chapuis, Public Information Officer
Travis W. Curry Police Major
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
John L. Evans, Community Development Director
Michael L. Leonard, PE, City Engineer
Justin T. Luck, Planning Director
Nathanial W. Marsh, Intern
Michael D. Rhoney, PE, Water Resources Director
Deborah P. Reaves, Finance Director
Jeffrey C. Sugg, City Attorney

1. Call to Order

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

2. Moment of Silent Prayer and Pledge of Allegiance

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

3. Recognition of Retired Asheboro Master Police Officer Leah Marie Burnette

Chief of Police Robert L. Brown, Jr. recognized retired Asheboro Master Police Officer Leah Marie Burnette for her service to the citizens of Asheboro. Chief Brown presented her with a plaque and her service side arm that she carried at the time of her retirement.

4. Public Comment Period

Mayor Pro Tempore Moffitt opened the floor for comments from the public.

Patrick O'Hara of the Randolph-Asheboro YMCA thanked the city council members for their support with youth soccer, especially allowing them the use of the Cone Health Zoo City Sportsplex.

Sean Ross expressed his concerns for the ongoing issues with litter among the streets and highways within Asheboro, specifically along US Highway 64 Bypass near the North Carolina Zoo.

Melody Varner from the Heart of North Carolina Visitor's Bureau thanked the council members and city officials for supporting Cycle NC, an organization of bikers that ride from the mountains to the coast. The bikers used Asheboro as a designated rest area before continuing their ride to the coast of North Carolina.

When no one else asked to speak, Mayor Pro Tempore Moffitt closed the public comment period.

5. Consent Agenda

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

(a) Approval of the Meeting Minutes for September 4, 2025

The meeting minutes for the city council's regular meeting on September 4, 2025, were approved and have been filed in the city clerk's office. An electronic copy of the approved document has been posted on the city's website.

(b) The 2025-2026 Canada Geese (also includes White-Fronted Geese) and Duck Hunting Season at Lake Reese

Canada Geese (including White-Fronted Geese) has been successfully offered for the past 17 (seventeen) years and will be offered again this season.

The council approved the following dates for the 2025-2026 hunting season at Lake Reese for Canada Geese (including White-Fronted Geese) and ducks:

November 18th, 20th, 22nd, 24th
December 20th, 22nd, 30th
January 12th, 15th, 20th, 24th

Hunting hours are ½ hour before sunrise to sunset. The lake will be closed to other activities while hunting takes place. Hunters are required to call Lake Reese at least 24 hours in advance to reserve a space. If hunting reservations are not made, the Lake will operate on its regular winter schedule.

(c) Special Event Closure Order – “Trick or Treat Downtown”

The council approved a special event closure order, including a temporary street closure for the “Trick or Treat Downtown” event. The temporary closure will take effect at 0700 hours on October 25, 2025 and will end at 1900 hours on October 25, 2025. The Zoo City Social District Ordinance provisions will not be impacted.

A copy of the map for the event is on file in the city clerk's office.

(d) Special Event Closure Order – Asheboro Latinx Services

The council approved a special event closure order, including a temporary street closure for the Asheboro Latinx's Services event. The temporary closure will take effect at 1430 hours on November 2, 2025 and will end at 1830 hours on November 2, 2025.

A copy of the map for the event is on file in the city clerk's office.

(e) Special Event Closure Order – RhinoLeap Gala

The council approved a special event closure order, including a temporary street closure for the RhinoLeap Gala event. The temporary closure will take effect at 100 hours on November 9, 2025 and will end at 1800 hours on November 9, 2025.

A copy of the map for the event is on file in the city clerk’s office.

(f) Special Event Closure Order – Veterans Day Parade

The council approved a special event closure order, including a temporary street closure for the Veterans Day Parade. The temporary closure will take effect at 1500 hours on November 11, 2025 and will end at 1730 hours on November 11, 2025.

A copy of the map for the event is on file in the city clerk’s office.

(g) Approval of Ordinances to Amend (i) the General Fund and (ii) the McCrary Ballpark Project Fund to Account for Batting Tunnels/Nets and Pitching Mounds

37 ORD 10-25

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2025-2026**

WHEREAS, The City of Asheboro is ready to proceed with the purchase and installation of batting cages and portable pitching mounds at McCrary Baseball Park..

WHEREAS, the budgeted cost for equipment and installation is \$253,676.

WHEREAS, the City of Asheboro wishes amend the current adopted budget to account for changes in revenues and expenses as required by law.

WHEREAS, the City Council of the City of Asheboro wants 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 the following revenue line item be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase/ Decrease</u>
10-000-399.0000	Fund Balance Allocation	\$253,676

That the following expense line item be increased / decreased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase/ Decrease</u>
10-620-574.6500	Contribution to McCrary BallPark Improvement Fund	\$253,676

Adopted this 9th day of October 2025.

/s/Walker B. Moffitt
Walker B. Moffitt Mayor Pro Tempore

ATTEST:

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

38 ORD 10-25

ORDINANCE TO AMEND
THE MCCRARY BASEBALLPARK IMPROVEMENTS FUND
FY 2025-2026

WHEREAS, The City of Asheboro is ready to proceed with the purchase and installation of batting cages and portable pitching mounds at McCrary Baseball Park.

WHEREAS, the budgeted cost for equipment and installation is \$253,676.

WHEREAS, the McCrary Ballpark Improvements fund needs to be amended to recognize changes in revenue and expenses that have changed since the budget was last adopted.

WHEREAS, the City Council of the City of Asheboro desires to be in compliance with all generally accepted accounting principles to incorporate new expenditures outline above, and

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

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

<u>Account #</u>	<u>Revenue Description</u>	<u>Increase</u>
65-000-300.0001-65	GF Contributions	\$253,676

Section 2: That the following expense line items be increased

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
65-000-409.0001	Phase II, Batting Facility	\$253,676

Adopted this 9th day of October 2025.

/s/Walker B. Moffitt
Walker B. Moffitt, Mayor Pro Tempore

ATTEST:

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

(h) Approval of an Ordinance to Amend the General Fund to Account for the Proposed Purchase of a Fire Apparatus

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2025-2026**

39 ORD 10-25

WHEREAS, The City of Asheboro wishes to proceed with the purchase of a used fire apparatus.

WHEREAS, the estimated cost of the apparatus is \$50,000 and estimated refurbishment cost is \$150,000.

WHEREAS, the City of Asheboro wishes to amend the current adopted budget to account for changes in revenues and expenses as required by law.

WHEREAS, the City Council of the City of Asheboro wants 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 the following revenue line be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-000-399-0000	Fund Balance Allocation	\$200,000

That the following expense line be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-530-574.0000	Capital Outlay	200,000

Adopted this 9th day of October 2025.

/s/Walker B. Moffitt
Walker B. Moffitt, Mayor Pro Tempore

ATTEST:

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

(i) Approval of an Ordinance to Amend the General Fund to Account for the Purchase of Self-Contained Breathing Apparatuses and Cylinders

40 ORD 10-25

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2025-2026**

WHEREAS, The City of Asheboro wishes to proceed with the purchase of 11 used Self-Contained Breathing Apparatus and 35 bottles

WHEREAS, the estimated cost to the City of Asheboro is \$30,000.

WHEREAS, the City of Asheboro wishes to amend the current adopted budget to account for changes in revenues and expenses as required by law.

WHEREAS, the City Council of the City of Asheboro wants 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 the following revenue line be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-000-399-0000	Fund Balance Allocation	\$30,000

That the following expense line be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-530-534.0000	Other Supplies & Materials	\$30,000

Adopted this 9th day of October 2025.

/s/Walker B. Moffitt
Walker B. Moffitt, Mayor Pro Tempore

ATTEST:

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

(j) Approval of a Project Ordinance to Account for Grant Funding Received for the Water Intake Valve at Lake Lucas

41 ORD 10-25

WHEREAS, On June 5, 2025, the City of Asheboro adopted “Resolution accepting a 2023 Appropriations Act Directed Project Grants (21 RES 6-2025)

WHEREAS, in September 2025, the scope of work for these funds to be used toward the replacement of the water intake valve at Lake Lucas was submitted, grant agreement executed and funds \$4,107,500 deposited with the City of Asheboro.

WHEREAS, the City of Asheboro desires to set up a Special Revenue Fund to account for the funding and the expenses related to this grants.

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

Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Project Ordinance is adopted:

Section 1: The Lake Lucas Intake Valve Fund is hereby authorized as a project with current revenues and expenditures projected as listed below.

Section 2: The officers of the City of Asheboro are hereby authorized to proceed with the project within the terms of the agreement approved by the City Council and the budget contained herein.

Section 3: The following revenues are expected to be available at this time for this project:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
77-000-301.0000	Grant	\$4,107,500

Section 4: The following amounts are appropriated as expenditures for this project:

That the following Expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
77-000-425.0000	Construction	\$4,170,500

Adopted this the 9th day of October 2025.

/s/Walker B. Moffitt
Walker B. Moffitt, Mayor Pro Tempore

ATTEST:

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

- (k) Approval of the Community Development Division’s Request to Schedule for the City Council Meeting on November 6, 2025, and to Advertise Legislative Hearings on the Following Applications:**
 - (i) Case No. RZ-25-18: A request to rezone property at the eastern corner of West Balfour Avenue and Canoy Drive (Randolph County Parcel Identification Number 7752886353) from R10 Medium-Density Residential to I1 (CZ) Ligh Industrial Conditional Zoning for warehouse, professional service, and parking lot uses; and**
 - (ii) Case No. RZ-25-19: A request to rezone properties at 113, 115, and 159 North Street and 151 North Fayetteville Street (including Randolph County Parcel Identification Numbers 7751738393, 7751831208, and 7751831290) from OA6 Office-Apartment and B2 General Commercial to OA6 (CZ) Office-Apartment Conditional Zoning for a multi-family residential development.**
- (l) Acknowledgement of the Receipt of the Monthly Report Detailing Major Subdivisions Administratively Approved**

There have been none approved.

(m) **Adoption of a Resolution Recognizing the Celebration of America's 250th Anniversary**

RESOLUTION NUMBER 42 RES 10-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION RECOGNIZING THE CELEBRATION OF
AMERICA'S 250TH ANNIVERSARY**

WHEREAS, 2026 marks 250 years since the signing of the Declaration of Independence, considered the birthday of the United States of America, and

WHEREAS, to observe this momentous occasion, the U.S. Semiquincentennial Commission, established by Congress (P.L. 114-196) in 2016, and its supporting non-profit America250, will plan and commemorate on a national level the celebration of our nation's 250th Anniversary;
and

WHEREAS, Roy Cooper, Governor of North Carolina created AMERICA 250 NC to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States and North Carolina's integral role in that event and the role of its people in the nation's past, present, and future; and

WHEREAS, AMERICA 250 NC has a mission to engage ALL North Carolinians and ALL 100 counties through their many officially recognized programs, projects, and events by inspiring future leaders and celebrating North Carolina's contributions to the nation over the last 250 years; and

WHEREAS, the Randolph County Board of Commissioners has officially endorsed America 250 NC and created a Randolph County 250 Committee to work with America 250 NC and to develop and coordinate activities and celebrations within the county; and

WHEREAS, Randolph County was created in the third year of American Independence and the fourth year of the Revolutionary War, the Randolph County America 250 NC Committee has combined America's 250th anniversary with the 250th anniversary of Randolph County's founding under the banner "Revolutionary Randolph"; and

WHEREAS, Randolph County and its America 250 Committee have asked every local municipality to endorse and promote the mission of *Revolutionary Randolph* to engage every citizen in the 250th anniversary of the United States by remembering the past, celebrating the present, and building a promising future.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro the goals, objectives, and mission of the Randolph County America 250 Committee and its *Revolutionary Randolph* celebration are hereby endorsed; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that:

1. The City of Asheboro recognizes and officially commemorates the 250th anniversary of the establishment of the United States as an independent Nation; and

2. The Asheboro City Council further urges all its residents to reflect upon the significance of this event and the role that our State, County, and city and its people have played in the development of our Nation; and

3. The City of Asheboro will participate in this important commemoration by supporting and promoting the stories of all those whose lives are part of our history, understanding that the revolution continues today as we uphold the ideals articulated in our founding documents.

This resolution was adopted by the Asheboro City Council in open session during a regular meeting on October 9, 2025.

/s/Walker B. Moffitt
Walker B. Moffitt, Mayor Pro Tempore

ATTEST:

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

6. Planning and Zoning Items

- (a) Legislative Hearing (Case No. RZ-25-15): An application to rezone property located east of 223 Rich Avenue (including Randolph County Parcel Identification Numbers 7750897210, 7750898289, and a portion of 7750896108) from R7.5 Medium-Density Residential and RA6 High-Density Residential to RA6 (CZ) High-Density Residential Conditional Zoning for a multi-family development.**

Prior to the consideration of Agenda Item 6(a), Mayor Pro Tempore Moffitt asked to be recused from participating in any manner regarding this legislative hearing. Mayor Pro Tempore Moffitt is the applicant requesting rezoning. Council Member Bell moved, and Council Member Heath seconded the motion to recuse Mayor Pro Tempore Moffitt from participating in any manner regarding this agenda item. Council Members Bell, Burks, Heath, McCaskill, and Swiers voted aye. There were no dissenting votes.

After recusing Mayor Pro Tempore Moffitt, Council Member heath moved, and Council Member Burks seconded the motion to appoint Council Member Bell to be the presiding officer for this agenda item only. Council Members Bell, Burks, Heath, McCaskill, and Swiers voted aye.

Council Member Bell opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-25-15. Planning Director Justin Luck was the first speaker. In addition to entering into the record the notation that notice of this land use case had been advertised, posted, and mailed as required by North Carolina law, he gave an overview of the zoning map amendment application submitted by Walker B. Moffitt.

The land for which the above-described zoning has been requested is located on Rich Avenue. The property is approximately 0.65 of an acre of land in size and is more specifically identified by Randolph County Parcel Identification Numbers 7750897210, 7750898289, and a portion of 7750896108 (this property will be hereinafter referred to as the “Zoning Lot.”)

In addition to the written staff report, Mr. Luck utilized a slide show presentation in conjunction with his comments. The noted points of information are listed below.

1. The proposed use consists of four (4) two-family dwellings located on a single zoning lot. When more than a single two-family dwelling is located on a single zoning lot, the land use is classified as multiple-family dwelling.
2. **RA6 District Statement of Intent:** The RA6 Residential District is intended to produce a high intensity of residential uses in close

proximity to major nodes of non-residential development, characterized primarily by group housing, plus the necessary governmental and other support facilities to service that level of development. Land designated RA6 shall normally be located with access to a minor thoroughfare or higher classification street with access to local residential streets discouraged.

- 3. **Relevant Zoning Ordinance Definitions: Dwelling/Residence Unit:** A room or group of rooms forming a single independent habitable unit used for, or intended to be used for living, sleeping, sanitation, cooking, and eating purposes by one family only; for owner occupancy or for rental, lease, or other occupancy.
- 4. The site plan indicates that each of the eight dwellings contains 936 SF. The overall density is 12.4 dwellings per acre. The buildings are two-story (with one upstairs and one downstairs unit) with board and batten or shakes and lap siding proposed as primary building materials.
- 5. The site plan shows a recreation area consisting of a passive picnic area.
- 6. The site plan shows stormwater control measures in the center of the parking area, including a Grass Velocity Reduction Area with Storm Drain Inlet. While this location is outside the Center City Planning Area and does not have a specific maximum impervious area, information provided by the applicant indicates that the built-upon area is 49.2%, which is consistent with requirements in the nearby Center City Planning Area Tier 3.
- 7. While sidewalks do not currently exist along Rich Avenue, they are along both sides of nearby South Cox Street.
- 8. The area has a mix of uses, with office and some limited commercial uses along South Cox Street to the west, and a mix of single-family, two-family and multi-family uses in the area. Within 500 feet of the subject property, there are four multi-family developments, including two that abut the subject property and have comparable density.

Modifications to Ordinance Regulations:

- 1. Stormwater control measures
- 2. Parking (22 spaces) exceeds off-street parking that would be required by the zoning ordinance (18 spaces).
- 3. Typical floor area ratio for a development zoned RA6 is 17% by-right or 22% with a Special Use Permit. This development has Floor Area Ratio of 26.5%.
- 4. Sidewalks are typically required for a multi-family development on a street possessing curb and gutter and 8.5’ between the back of the curb and the public right-of-way line. The site plan does not show a sidewalk. However, staff proposes a condition for a sidewalk to be constructed.

Mr. Luck noted that, when evaluating a rezoning application, careful consideration must be given to each goal and policy as outlined in the Land Development Plan.

Proposed Land Use Map Designation:	Neighborhood Residential
Growth Strategy Map:	Primary Growth
Small Area Map	Central

LDP Goals/Policies Supporting the Request:

- Goal 2.2:** Development that is located in appropriate locations.
- Goal 4.1:** Identification and protection of environmentally sensitive areas (*specifically related to provision of stormwater control measures*)
- Checklist Item 5:** The proposed rezoning is compliant with the objectives of the Growth Strategy Map.
- Checklist Item 6:** Existing infrastructure is adequate to support the desired zone (*regarding existing public street access, water and sewer*)
- Checklist Items 12-14:** 12.) Property is located outside of watershed;
13.) The property is located outside of Special Hazard Flood Area;
14.) Rezoning is not located on steep slopes of greater than 20%.

LDP Goals/Policies Not Support the Request:

- Checklist Item 1:** Does not comply with Proposed Land Use Map
- Checklist Item 6:** Existing infrastructure not adequate to support the desired zone (*regarding lack of sidewalk typically required for multi-family development*)

The City of Asheboro Planning Board considered the zoning map amendment application and recommended, with the attachment of the supplementary proposed conditions by city staff, approving the placement of the Zoning Lot into the requested RA6 (CZ) zoning district. In making this recommendation, the planning board concurred with the planning staff's analysis of the consistency of the proposed zoning with the adopted comprehensive plans as well as the reasonableness of the proposal. The planning staff's analysis is summarized in the following indented paragraphs.

While the Neighborhood Residential designation is for "limited multi-family residential uses," the site plan incorporates some elements that would not otherwise be required for single-family or two-family dwellings in the current zoning district, including recreational amenities, street yard and perimeter landscaping, and stormwater control measures, supported by the land development plan.

Staff believes the request is generally reasonable given the proximity of other higher-density residential uses contiguous or within close proximity to the property, and the need for housing close to employment and services. Staff does recommend that a sidewalk be provided along Rich Avenue to increase compliance of the request with the Land Development Plan's Neighborhood Residential designation, and as typically required for higher-density residential uses.

In the event of council approval of the application, the planning staff offered suggested conditions to include as part of a conditional zoning ordinance amendment. These conditions area as follows:

- (A) *The approved use shall be Dwelling, Multiple Family with no more than eight (8) units.*
- (B) *All parties involved in this request, including the owner, successors, heirs, and assigns, agree to the conditions and approved site plan. Prior to the issuance of a Zoning Compliance Permit, the owner shall provide city staff with written acceptance of any zoning district conditions discussed and accepted during the public hearing.*
- (C) *A sidewalk shall be installed along the frontage of the property parallel to Rich Avenue, either within the public right-of-way, or between the front property line and the parking area.*
- (D) *No outdoor recreational vehicle parking or storage shall be permitted on the property.*
- (E) *Prior to the issuance a zoning compliance permit, a site plan and building elevations demonstrating compliance with all applicable zoning regulations, city policies, and conditions, as well as the applicable permit fee, shall be submitted.*
- (F) *Pole mounted and/or wall mounted outdoor lighting shall comply with city ordinances and information on such lighting shall be provided to staff for review and approval prior to installation of this outdoor lighting.*
- (G) *The hedgerow buffer identified on the western side of the property shall consist of plantings that, a minimum, are consistent with a Type A screen.*
- (H) *The owner(s) of the Zoning Lot shall properly execute and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the city attorney for the purpose of placing notice of the conditions attached to this conditional zoning in the chain of title for the Zoning Lot.*

Council Member Bell opened the floor for comments from the public. H.R. Gallimore presented comments in support of the zoning map amendment application and consented to the above-printed supplementary conditions on behalf of the applicant.

Pam Stanley expressed her concerns regarding waterflow issues and an increase in traffic and speeding along Rich Avenue. When no one else asked to speak, Council Member Bell transitioned to the deliberative phase of the process.

After engaging in deliberations about the zoning map amendment application, Council Member Swiers moved, and Council Member Burks seconded the motion to approve, with the above-listed conditions, the requested zoning map amendment with the following multi-part motion.

1. While the Neighborhood Residential designation is for “limited multi-family residential uses,” the site plan incorporates some elements that does not require single-family or two-family dwellings in the current zoning district, including recreational amenities, street yard and perimeter landscaping, and stormwater control measures, supported by the land development plan.

The city council concludes that the zoning map amendment is generally reasonable given the proximity of other higher-density residential uses contiguous or within close proximity to the property, and the need for housing close to employment and services. A sidewalk shall be provided along Rich Avenue to increase compliance of the request with the Land Development Plan’s Neighborhood Residential designation, and as typically required for higher-density residential uses.

2. Consequently, and subject to the above-listed conditions, the zoning map amendment application seeking to place the Zoning Lot into the RA6 (CZ) zoning district is hereby approved.

Council Members Bell, Burks, Heath, and Swiers voted aye. Council Member McCaskill voted no.

(b) Legislative Hearing (Case No. RZ-25-16): An application to rezone property at 2753, 2761, and 2785 US 220 Business South (Randolph County Parcel Identification Numbers 7659598033, 7659587873) from B2 General Commercial to B2 (CZ) General Commercial Conditional Zoning for Printing & Publishing, and Manufacturing, Processing, and Assembly-Light

Mayor Pro Tempore Moffitt opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-25-16. Planning Director Justin Luck was the first speaker. In addition to entering into the record the notation that notice of this land use case had been advertised, posted, and mailed as required by North Carolina law, he gave an overview of the zoning map amendment application submitted by Asheboro Piedmont Printing.

The land for which the above-described zoning has been requested is located at 2753 and 2785 US Highway 220 Business South. The property is approximately 1.9 acres in size and is more specifically identified by Randolph County Parcel Identification Numbers 7659598033 and 7659587873 (this property will be hereinafter referred to as the “Zoning Lot.”)

In addition to the written staff report, Mr. Luck utilized a slide show presentation in conjunction with his comments. The noted points of information are listed below.

1. Proposed uses are Printing & Publishing and Manufacturing, Processing, and Assembly-Light (MPA-Light) land use, specifically agricultural food processing and manufacture of athletic equipment.
2. **B2 General Commercial District Statement of Intent:** The B2 General Commercial District is intended to serve the convenience goods, shoppers’ goods retail and service needs of the motoring public, both local and transient. This district should always be located with access directly to minor thoroughfares or higher classification streets, but never local residential streets.
3. **Relevant Zoning Ordinance Definitions:**
Manufacturing, Processing and Assembly, Light: Activities described in Manufacturing, Processing and Assembly, Heavy conducted wholly within an enclosed structure and not employing more than 10 persons and utilizing no more than a total of 25 horsepower in power driven machines and material handling equipment.
Printing & Publishing: An establishment primarily engaged in preparing, publishing, and printing of newspapers, periodicals, books, and pamphlets, reports, advertisements, etc.
4. Printing & Publishing is permitted by right in the B2 district; MPA-Light is permitted by Special Use Permit in the B2 district subject to the following standards:
 - (1) Off-street parking and loading spaces providing in accordance with Chapter 6.

- (2) The applicant shall have adequate utilities (water, sewerage, etc.) so that the proposed operation shall meet the requirements of the City Fire, Building Inspection, and Engineering Department.
 - (3) The activity shall not endanger, damage, or have any other undesirable effects upon nearby non-industrial development by reason of its existence and operation.
 - (4) Buffering and screening shall be required as set forth in Chapter 6.
 - (5) Approvals granted under this section shall be for one specific use, to be identified by the applicant at the time of application, and shall not be transferable to other light industrial uses. Requests for such changes in use shall be covered by the submission of a separate Special Use Permit Application.
 - (6) Light Manufacturing, Processing, an Assembly as permitted by this SUP shall mean activities which are conducted within a fully enclosed structure, require no outdoor storage, utilizes no boilers or other equipment in excess of 25 HP individually, and employ a total of 10 or fewer employees.
5. The site plan provided was approved in 1999 and reflects current site conditions with an update showing the location of a proposed sign. Other than the sign (discussed further below in 7), the applicant proposes no site or building changes as part of this request and none are required; however, any existing deficiencies from the active approved site plan and permit will require correction as part of the permitting process.
 6. With 6,000 square feet of existing building area changing from Printing & Publishing to MPA-Light, there is reduction of six required parking spaces to a total of 44 required. This calculation is based on a maximum number of 20 employees for the MPA-Light use. Parking for Printing & Publisng is based on gross floor area.
 7. The applicant proposes one 20-foot-tall, 150 square foot digital freestanding sign and agrees to a condition limiting freestanding and monument signs to one sign only. Due to the property configuration, there is potential to construct four freestanding or monument style signs under ordinance standards.

Modifications to Ordinance Regulations

1. Signage limited to one freestanding sign 20 feet in height (two freestanding signs per parcel at 30 feet in height and 150 square feet in area could potentially be permitted)
2. Sign is to 100% electronic changeable copy (district standard is 50%).

Mr. Luck noted that, when evaluating a rezoning application, careful consideration must be given to each goal and policy as outlined in the Land Development Plan.

Proposed Land Use Map Designation: Commercial

Growth Strategy Map: Adjacent Developed

LDP Goals/Policies Supporting the 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.

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

Checklist Items 12-14: 12.) Property is located outside watershed;
13.) The property is located outside Special Hazard Flood Area;
14.) Rezoning is not located on steep slopes of greater than 20%.

Goal 1.2: Diversified employment opportunities enabling a long-term, stable, high-pay skilled workforce.

LDP Goals/Policies Not Supporting Request

2.1.5: The city will ensure development regulations provide appropriate transitional land uses, such as office and institutional, between high-intensity industrial/commercial and low-intensity residential uses.

The City of Asheboro Planning Board considered the zoning map amendment application and recommended, with the attachment of the supplementary proposed conditions by city staff, approving the placement of the Zoning Lot into the requested B2 (CZ) zoning district. In making this recommendation, the planning board concurred with the planning staff's analysis of the consistency of the proposed zoning with the adopted comprehensive plans as well as the reasonableness of the proposal. The planning staff's analysis is summarized in the following indented paragraphs.

The Land Development Plan map designates these properties and the surrounding properties as suitable for the proposed conditional commercial zoning district. The Central Small Area plan provides goals for the accommodation and expansion of existing commercial industrial uses.

Although there are ideally transitional land uses such as office or institutional uses between commercial and residential uses, the zoning map amendment is reasonable given the size and physical conditions of the property with an existing buffer/screen proposed to be preserved, the impact of the proposed use being no more intensive than the existing use and uses typically permitted in a B2 zoning district, the benefit of the proposed use to the public through continued investment into the property, the benefit of the property owner by continued use of the existing site and buildings, the amount of commercial/industrial uses in the immediate area, and the protections offered to adjoining property owners, through the approved site plan and conditions.

In the event of council approval of the application, the planning staff offered suggested conditions to include as part of a conditional zoning ordinance amendment. These conditions are as follows:

- (A) *The uses approved shall be Printing & Publishing and Manufacturing, Processing, and Assembly – Light land use, specifically agricultural food processing and manufacture of athletic equipment.*
- (B) *All parties involved in this request, including the owner, successors, heirs, and assigns, agree to the conditions and approved site plan. Prio to the issuance of a Zoning Compliance Permit, the owner shall provide city staff with written*

acceptance of any zoning district conditions discussed and accepted during the public hearing.

- (C) Prior to the issuance of a zoning compliance permit, the applicant shall submit a site plan reflecting any revisions necessary to comply with city codes, policies, and conditions of approval.*
- (D) The total number of employees for the Manufacturing, Processing, and Assembly – Light use shall be limited to 20 per the largest shift.*
- (E) One freestanding sign, up to 20 feet in height and up to 150 square feet in area and 100% electronic changeable copy, is permitted and shall be compliant with the brightness and timing standards of the zoning ordinance. If constructed, no further freestanding or monument sign is permitted. If not constructed, standard zoning ordinance requirements shall apply.*
- (F) If the applicant proposes adding parking spaces to the parking area depicted on the site plan, the applicant may do so in compliance with Chapter 6 and outside of any required setbacks or buffer/screening/landscaping areas. Such a change shall not be deemed a modification and may be reviewed by city staff for inclusion in the file without further review by the city council.*
- (G) The owner(s) of the Zoning Lot shall properly execute, and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the city attorney for the purpose of placing notice of the conditions attached to this Conditional Zoning in the chain of title for the Zoning Lot.*

Mayor Pro Tempore Moffitt opened the floor for comments from the public. When no one asked to speak, Mayor Pro Tempore Moffitt transitioned to the deliberative phase of the process.

After engaging in deliberations about the zoning map amendment application, Council Member Bell moved, and Council Member Burks seconded the motion to adopt the plan consistency/reasonableness statement below and to approve, with the above-listed conditions, the requested zoning map amendment with the following multi-part motion.

1. The Land Development Plan map designates these properties and the surrounding properties as suitable for the proposed conditional commercial zoning district. The Central Small Area plan provides goals for the accommodation and expansion of existing commercial industrial uses.

Although there are ideally transitional land uses such as office or institutional uses between commercial and residential uses, the zoning map amendment is reasonable given the size and physical conditions of the property with an existing buffer/screen proposed to be preserved, the impact of the proposed use being no more intensive than the existing use and uses typically permitted in a B2 zoning district, the benefit of the proposed use to the public through continued investment into the property, the benefit of the property owner by continued use of the existing site and buildings, the amount of commercial/industrial uses in the immediate area, and the protections offered to adjoining property owners, through the approved site plan and conditions.

2. Consequently, and subject to the above-listed conditions, the zoning map amendment application seeking to place the Zoning Lot into the B2 (CZ) zoning district is hereby approved.

Council Members Bell, Burks, Moffitt, McCaskill, Swiers, and Trogon voted aye. Council Member Heath voted no.

7. Community Development Items

- (a) **Legislative Hearing (Case No. RZ-25-17):** An application to apply initial city zoning [R10 (CZ) Medium-Density Residential Conditional Zoning for a Residential Planned Unit Development] to property identified by Randolph County Parcel Identification Number 776721029 and located at the eastern terminus of Windsor Trail and the west side of Gold Hill Road, south of Randolph Tabernacle Road.

Mayor Pro Tempore Moffitt opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-25-17. Community Development Director John Evans was the first speaker. In addition to entering into the record the notation that notice of this land use case had been advertised, posted, and mailed as required by North Carolina law, he gave an overview of the zoning map amendment application submitted by Phaneendra Koneru.

The land for which the above-described zoning has been requested is located at the eastern terminus of Windsor Trail and on the west side of Gold Hill Road south of the intersection of Randolph Tabernacle Road. The property is approximately 75.28 acres in size and is more specifically identified by Randolph County Parcel Identification Number 7762721029 (this property will be hereinafter referred to as the “Zoning Lot.”)

In addition to the written staff report, Mr. Evans utilized a slide show presentation in conjunction with his comments. The noted points of information are listed below.

1. Proposed use is a Residential Planned Unit Development for Single Family Dwellings (196 dwellings total on 196 lots).
2. **R10 Residential District Statement of Intent:** The R10 Residential District is intended 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.
3. **Relevant Zoning Ordinance Definitions:**

Planned Development: Land under unified control to be planned and developed as a whole in a single development operation or a definitely programmed series of development operations. A planned development includes principal and accessory structures and uses substantially related to the character and purposes of the planned development. A planned development is built according to general and detailed plans which include not only street, utilities, lots and building location, and the like, but also site plans for all buidligns are intended to be located, constructed, and used, and related to each other, and plans for other uses and improvements on the land as related to the buildings. A planned development includes a program for the provision, operation, and maintenance of such areas, facilities and improvements as will be for common use by some or all of the occupants of the planning development district, but which will not be provided, operated, or maintained at general public expense

Dwelling/Residence, Detached Single Family: An individual dwelling unit for one family located on an independent lot containing no other dwelling units.

4. Due to project size, NCDOT does not require a Traffic Impact Analysis; Applicant is working with NCDOT regarding required upgrades to Windsor Trail and Gold Hill Road. The applicant has stated that NCDOT will require turning lanes on Gold Hill Road. Staff also shared the plans with NCDOT for comments. NCDOT's comments to the applicant are attached.
5. Proposed streets connect Windsor Trail and Gold Hill Road. There are two street stub outs to be built, one to undeveloped property to the north and other to undeveloped property to the south.
6. Proposed overall density (with a small number of lots possessing less than 10,000 SF) and setbacks are consistent with R10 ordinance requirements.
7. The applicant indicates that the construction entrance and traffic will utilize Gold Hill Road and phasing will proceed from Gold Hill Road to the connection with Windsor Trail. A condition is proposed to prohibit construction traffic from using Windsor Trail.
8. A sewer pump station, to be dedicated to and maintained by the city, is proposed to serve the development.
9. A recreation area, featuring picnic tables and a fenced dog walk area is proposed on the eastern side of the property close to Gold Hill Road. The applicant previously had included an additional recreation area on the western side of the property, but after receiving input from neighboring property owners, removed the second recreation area. The recreation area provided satisfies recreation space requirements for Residential Planned Unit Development.
10. The previous site plan showed sidewalks located along one side of the new streets within the proposed development. After unput from staff and the planning board, the applicant updated the site plan to include additional sidewalks, extending further towards intersections in locations where sidewalks are on one side of the street, and along both sides of the street on the block that extends from Gold Hill Road into the development and has the recreation area.
11. Stormwater control measures are proposed, with the site plan indicating a fence is proposed if a body of water is proposed for stormwater retention (i.e. a wet pond). Staff expressed a preference for a dry stormwater feature such as a rain garden instead of a wet pond to control stormwater in a manner incorporated into the project's landscaping design, so that a wet pond and fence would not be necessary.
12. In addition to previously mentioned items, the update site plan provided by the applicant on September 26 contains additional information on parking noting that at least two parking spaces and one garage space will be provided for each dwelling, some additional utility spaces and one garage space will be provided for each dwelling, some additional utility information is provided, and the applicant has provided conceptual building elevations. Full utility and engineering information will be required before construction for review by city departments and additional regulatory approvals from the city and other agencies (including but not limited to NC Department of Environmental Quality, NC Department of Transportation and city department.

Modifications to Ordinance Regulations

- 1. A 25’ buffer along all adjoining residential property lines, 100+ buffer to much of the eastern side of Parcel Identification Number 7762623507, and 20’ buffer along Gold Hill Road.
- 2. Storm water control measures
- 3. Sidewalk limited to one side of streets throughout much of the development

Mr. Evans noted that, when evaluating a rezoning application, careful consideration must be given to each goal and policy as outlined in the Land Development Plan.

Proposed Land Use Map Designation: Not Designated

Growth Strategy Map: Not Designated

Small Area Map: Not Designated

LDP Goals/Policies Supporting the Request:

Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance.

Goal 4.1: Identification and protection of environmentally sensitive area *(specifically related to provision of stormwater control measures)*

Goal 5.3: Interconnected and multi-modal transportation networks

Checklist Items 12-14: 12.) Property is located outside of watershed;
13.) The property is located outside of Special Hazard Flood Area;
14.) Rezoning is not located on steep slopes of greater than 20%

LDP Goals/Policies Not Supporting the Request:

Checklist Item 6: Existing infrastructure is adequate to support the desired zone.

The City of Asheboro Planning Board considered the zoning map amendment application and recommended, with the attachment of the supplementary proposed conditions by city staff, approving the placement of the Zoning Lot into the requested R10 (CZ) zoning district. In making this recommendation, the planning board concurred with the planning staff’s analysis of the consistency with the adopted comprehensive plans as well as the reasonableness of the proposal. The planning staff’s analysis is summarized in the following indented paragraphs.

Although the Land Development Plan does not provide specific growth strategy and land use recommendations for the property and surrounding area, the request can be reviewed against general goals and policies, which advocate for sidewalks, open/recreation space/and tree preservation and landscaping, and environmentally protective features such as stormwater control measures that may not be required in a conventional subdivision.

The request achieves many of these goals, and given the size and topography of the property, benefit to the property owner, protections to the neighboring properties that would not be required with a conventional subdivision, provision of additional housing opportunities, and the ability of the Conditional Zoning process to ensure important design elements are provided to help achieve city-adopted goals and policies, these factors help make the request reasonable.

In the event of council approval of the application, the planning staff offered suggested conditions to include as part of a conditional zoning ordinance amendment. These conditions are as follows:

- A) *The uses approved shall be a Residential Planned Unit Development for Single Family Dwellings, not to exceed 196 dwellings on 196 lots.*
- B) *All parties involved in this request, including the owner, successors, heirs, and assigns, agree to the conditions and approved site plan. Prior to the issuance of a Zoning Compliance Permit, the owner shall provide city staff with written acceptance of any zoning district conditions discussed and accepted during the public hearing.*
- C) *Within the street yard and perimeter buffer areas identified on the site plan, existing vegetation shall be retained where present except as necessary for required streets serving the development and built to adjacent property, and utilities; where no vegetation is present or if vegetation is removed, a minimum of 1 evergreen shrub per 10 linear feet and 1 canopy tree per 20 linear feet shall be provided.*
- D) *Any utility infrastructure indicated by the city as required to be publicly maintained shall be located within a City of Asheboro utility easement. Surveying of any required easements shall be the responsibility of the property owner.*
- E) *Changes related to locations of cluster box units (CBU) for mail delivery as required by USPS or NCDOT shall not be considered a modification of the conditional zoning district requiring council action.*
- F) *Accessory structures shall not be located within front yard setbacks indicated, but may be located 10 feet from side and rear lot lines, and located outside of required buffers, or city easements.*
- G) *Prior to the preliminary plat approval, plans concerning water, including provisions for fire hydrants, streetlights, street and paving details, and sanitary sewage that comply with city policies shall be submitted and approved.*
- H) *All dwellings shall be located on a subdivided lot that is recorded in the public registry in accordance with the city's land development requirements.*
- I) *Open space shall be created and recorded consistent with the conditional zoning district site plan.*
- J) *Maintenance of all recreation areas, any utilities not publicly maintained, roads, and drainage facilities that are not specifically labeled on the approved site plan as publicly owned and maintained shall be the responsibility of the property owner and any successors in interest including, but not limited to, the homeowners association (HOA).*
- K) *Landscaping, including street trees, front yard landscaping, and preservation of existing vegetation, shall be installed or retained consistent with the details and specifications shown on the site plan and as modified by these conditions.*

- L) *Solid waste disposal for the project shall be consistent with city policies and codes.*
- M) *No new driveways or roadway connections not shown on the site plan shall be made to Gold Hill Road except for those shown on the submitted site plan unless determined by city staff and NCDOT to be necessary for public or emergency service response(s).*
- N) *Public infrastructure to be maintained by the city must be constructed to City of Asheboro standards and specifications and receive the appropriate approvals from the NCDOT and NCDEQ. Maintenance easements shall be granted to the city for such infrastructure, including hydrants and meters. A lot containing the lift station shall be platted and conveyed to the city along with an access and maintenance easement. Surveying and construction drawings for state permitting and necessary legal instruments will be the developer's responsibility.*
- O) *Front yard averaging shall not apply within the development.*
- P) *Stormwater control measures designed by a licensed professional shall be provided. Measures shall control, at minimum, the ten-year post-development peak discharge rates to pre-development peak flow rates, for any net increase of built-upon area on the site. Prior to a Certificate of Occupancy, a licensed professional shall provide certification that the storm water control measures were built according to the plans. Any open water retention or drainage areas shall be managed to control mosquitos. The maintenance of all runoff control measures shall be the responsibility of the property owner.*
- Q) *All terminations of public streets, whether permanent or temporary, shall comply with city ordinances and policies pertaining to turnaround and maneuvering area.*
- R) *The recreation area shall be constructed and available for use prior to platting of the first phase of the development.*
- S) *Final roadway names shall be subject to city and Randolph County approval.*
- T) *The subdivision shall be developed in a manner consistent with the following:
1. The only construction entrance built shall be on Gold Hill Road and permitted by NCDOT. Entry, including delivery, of all construction machinery involved with land clearing and land development activities shall occur from the Gold Hill Road construction entrance. Land clearing and land development activities shall be permitted, subject to NCDEQ approval, on the property irrespective of phasing, but entry of all construction machinery involved in such activities shall use only Gold Hill Road construction entrance. Machinery involved with land clearing and land development activities shall include backhoes, loaders, graders, excavators, bulldozers, dump trucks, compactors, rollers, and similar equipment. Entry, including delivery, of all construction machinery involved with land clearing and land development activities from Windsor Trail shall be prohibited. This condition shall expire upon the City of Asheboro accepting for maintenance all public rights-of-way shown on the approved conditional zoning site plan. 2. The first phase recorded shall contain the entrance to Gold Hill Road.*
- U) *Prior to the issuance of a Zoning Compliance Permit for the proposed land use, documentation shall be submitted detailing the following:*
 - (i) *Driveway permit approval from North Carolina Department of Transportation*
 - (ii) *Permitting from the North Carolina Department of Environmental Quality; and*

- (iii) *Subdivision sketch design and preliminary plat (and applicable fees) showing compliance with zoning and subdivision ordinance requirements, compliance with all applicable city policies, such as but not limited to utilities and required easements, solid waste disposal, permanent and temporary turnarounds, addressing, and on street parking, and submittal of required review fees.*
- V) *Prior to recording a final plat for any phase of the development, homeowners' association documents, which contain provisions consistent with the terms of the adopted conditional zoning ordinance, shall be recorded in the Office of the Randolph County Register of Deeds and shall include, but not be limited to, maintenance responsibilities of the association and a release of the City of Asheboro from liability due to utility maintenance on any streets.*
- (W) *The owner(s) of the Zoning Lot shall properly execute, and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Zoning in the chain of title for the Zoning Lot.*

Mayor Pro Tempore Moffitt opened the floor for comments from the public. Christian Vestal presented comments in support of the requested zoning map amendment application. There were many individuals in attendance that expressed their concerns about the zoning application. Most of the individuals were concerned that the zoning would be too dense for the area. Additionally, they were concerned about the street right-of-way issues and the increase in traffic would negatively impact the area. These individuals include the following:

1. Stacy Dillion
2. Josephus Honeycutt
3. John Cowan
4. Barbara Ward
5. Lance Wilkie
6. Traci Key
7. Marlon Pome
8. Tabatha Allen

After hearing the comments and concerns from the public regarding sidewalks, Mr. Evans drafted the following condition for inclusion in the proposed staff suggested conditions to be attached to this zoning amendment. "The new sidewalk on the site plan on Windsor Trail shall end parallel to the subject property line on the boundary of the vegetative perimeter buffer."

Once all comments and concerns were heard, Council Member Bell moved, and Council Member Burks seconded the motion to close the public hearing and continue this agenda item to immediately follow agenda item 8(b). Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. There were no dissenting votes.

[Following the continuation regarding the above-listed agenda item, Mayor Pro Tempore Moffitt recessed the meeting at 9:15. At 9:30, the meeting was called back to order for the consideration of the remaining agenda items.]

- (b) **Quasi-Judicial Hearing: (Case No. SUP-25-03): An application for a Special Use Permit for property at 1518 South Fayetteville Street (Randolph County Parcel Identification Number 7750754411) to authorize a new land use classified as "Signs, Off premise Billboard & Poster Panel, etc."**

Mayor Pro Tempore Moffitt opened the quasi-judicial hearing on the application by Tella Billboards, LLC for a Special Use Permit for a billboard. Mr. Evans was placed under oath and presented the staff's analysis of the request that included a properly

submitted site plan for the Special Use Permit. The request pertains to approximately 0.28 of an acre of land located at 1518 South Fayetteville Street. Randolph County Parcel Identification Number 7750754411 more specifically identifies the property.

Mr. Evans stated that proper legal notice of the hearing has been given.

With the assistance of a slide show, Mr. Evans testified to the following facts about the Special Use Permit application.

1. The request is for a Billboard, classified by the zoning ordinance as “Signs, Off premise Billboard & Poster Panel, etc.”
2. The applicant proposes a monopole designed billboard that includes a height of 22 feet above grade, and 12’x24’ dimensions or smaller, with the possibility for a digital LED display. An existing billboard, located approximately 160’ south of the proposed billboard will be removed.
3. South Fayetteville Street is a state-maintained major thoroughfare.
4. Billboards are also subject to review and approval by NCDOT.
5. Billboards have certain locational and separation requirements described in Section 5.05(19) below. Staff has determined that these requirements have been met.
6. The billboard is subject to the general lighting requirements of the Asheboro Zoning Ordinance.
7. As required by the ordinance, the site plan contains landscaping around the billboard consisting of 5 Helleri Holly plants and notes, “No undo undercutting of existing vegetation.”
8. The immediate area along US 220 Business South contains primarily commercial and institutional uses, although the I2 zoning would permit industrial uses.
9. Permitting of the billboard is exclusive of permitting for other signs allowed in the I2 district that are subject to general ordinance requirements.

As stated in number 5 of the analysis, Section 5.05(19) of the Asheboro Zoning Ordinance states the following:

SUP Requirements

Section 5.05(19) Signs, Off Premise

Off premise signs may be permitted in I1, I2, and I3 Districts in accordance with Chapter 7: Sign Regulations, provided the following additional regulations are met.

- (1) Off premise signs may only be located along existing major thoroughfares or freeways as identified by the adopted Asheboro Thoroughfare Plan.
- (2) The zoning district shall have at least 1,000 linear feet frontage along the major thoroughfare or freeway in question.
- (3) Off premise sign structures shall be located a minimum of 1,000 linear feet apart as measured along the center line of the major thoroughfare or freeway. Only one off premise sign structure may occur every 1,000 linear feet.
- (4) Off premise signs shall not exceed thirty-five (35) feet in height.

- (5) Off premise signs shall be rectangular in shape and no part of the advertising face or copy shall extend or protrude beyond the outer limits of the rectangle.
- (6) No portion of the off premise sign supporting structure shall be visible above the rectangular sign face.
- (7) Off premise signs shall be limited to freestanding ground signs, only.
- (8) No additional signs shall be permitted on any part of the supporting structure or bracing of an off premise sign.
- (9) A billboard sign face area shall not exceed three-hundred (300) square feet in size.
- (10) Off premise signs may only be single-faced, double-faced (back to back) or multi-faced provided that:
 - (a) The total sign faces in any one direction do not exceed size requirements set forth in (9) above.
 - (b) There is a definite distinction (such as a boarder or trim) between the individual sign faces to separate advertising copy.
 - (c) The backs of back-to-back/double-faced signs are not separated by more than thirty-six (36) inches.
 - (d) Double-faced or multi-faced signs when constructed in the form of a “V” when viewed from above or below, shall not exceed an angle (as measured at the apex) greater than forty-five (45) degrees.
 - (e) Double-faced or multi-faced signs shall be structurally tied together to be considered one structure.
 - (f) Multi-faced signs shall not have more than two (2) sign faces per structure.
- (11) Landscaping and screening shall be provided subject to the approval of the Planning Department. No undue undercutting of existing vegetation shall be permitted.
- (12) No billboard shall be permitted within 100 linear feet of any residential district (R40, R15, R10, R7.5, and RA6).
- (13) Off premise signs as provided for under Chapter 7 shall not be required to comply with the provisions set forth in this section.
- (14) Off premise signs must comply with regulations established by the N.C. Board of Transportation. However, the State or city requirement that is more stringent or restrictive shall apply. It is the responsibility of the sign owner to ensure compliance with state and city regulations.
- (15) An application for a Special Use Permit as required under this Section shall be accompanied by plans showing the following information:
 - (a) Location of the proposed billboard, including setback from public right-of-way.
 - (b) Location of any existing buildings or structures within 100 feet of the proposed billboard.
 - (c) Location of proposed billboard in relation to any residential district (R40, R15, R10, R7.5, and RA6 to enable a determination of compliance with this section.
 - (d) Size of the proposed billboard including the number of sing faces and their dimensions, as well as the proposed height of said billboard.
 - (e) Proposed method of landscaping and screening.
 - (f) Proposed removal of any existing vegetation.
 - (g) Type of construction material and method of construction.
 - (h)

The following conditions were drafted by the planning/zoning staff prior to this hearing.

- (A) In addition to any use permitted by right in the I2 zoning district, the use approved shall be one off-premises billboard, classified as “Signs, Off premise Billboard & Poster Panel, etc.” and consistent with the approved plan and the requirements of Section 5.05(19)
- (B) Prior to the issuance of a zoning compliance permit, the Final Decision Document authorizing the Special Use Permit must be approved by the city council.
- (C) Prior to the issuance of a building permit for the new billboard, the existing billboard shall be removed in compliance with building permitting requirements.
- (D) The zoning compliance permit shall be issued in coordination with NC Department of Transportation permitting requirements for Outdoor Advertising.
- (E) The site plan raises a question as to whether there is an encroachment into the Zoning Lot of a driveway. This potential encroachment does not impact the analysis of the proposed use under the Asheboro Zoning Ordinance, and the issuance of this Special Use Permit is not to be construed as entering any finding, conclusion, or order as the legal status of this potential encroachment. Any future questions of the potential encroachment will be subject to independent analysis under all of the applicable laws and ordinances.
- (F) Electronic changeable copy shall operate on a five second minimum delay.
- (G) Maximum brightness levels shall not exceed 5,000 nits during daylight hours and shall not exceed 500 nits between dusk and dawn, as measured from the sign face.

La Deidre Dianne Matthews, Esq. of Fox Rothschild and Brian Crowder were placed under oath and offered testimony in support of the request. This testimony focused on, in addition to addressing the four standards for issuance of a Special Use Permit, the compliance with the above-referenced conditions.

No witnesses came forward in opposition to the Special Use Permit. In the absence of any additional testimony or evidence, Mayor Pro Tempore Moffitt transitioned to the deliberative phase of the process.

Upon motion by Council Member Bell and seconded by Council Member Heath, the council voted unanimously to find that the required standards had been met and to issue, subject to the above-stated conditions, the requested Special Use Permit. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. There were no dissenting votes.

A final decision document with the formal findings of fact, conclusions of law, and order authorizing the Special Use Permit will be entered by the council during the next regular meeting on November 6, 2025. A copy of the slide show presentation utilized by Mr. Evans is on file in the city clerk's office.

- (c) **Quasi-Judicial Hearing (Case No. SUP-25-04): An application for a Special Use Permit for property located on the western side of New Century Drive (a portion of Randolph County Parcel Identification Number 7659283217) to authorize a new land use classified as Combustible & Flammable Liquid Storage > 100,000 gallons aggregate.**

Mayor Pro Tempore Moffitt opened the quasi-judicial hearing on the application by H.R. Gallimore for a Special Use Permit for combustible liquids storage, above ground > 100,000 gallons. Mr. Evans was placed under oath and presented the planning staff's analysis of the request that included a properly submitted site plan for the Special Use Permit. The request pertains to approximately 1.492 acres of a 2.9 acre tract of land located along New Century Drive. Randolph County Parcel Identification Number 7659283217 (a portion) more specifically identifies the property.

Mr. Evans stated that proper legal notice of the hearing has been given.

With the assistance of a slide show, Mr. Evans testified to the following facts about the Special Use Permit application.

1. The request is for "Combustible & Flammable Liquid Storage > 100,000 gallons aggregate." The number of gallons proposed requires a Special Use Permit. The application indicates that "distribution propane tanks" are requested.
2. The site plan shows three tanks that contain up to 34,140 gallons each, totaling 102,420 gallons. The tanks comply with setback requirements and are located outside of a 30' City of Asheboro Water and Sanitary Sewer line easement as required.
3. The adjoining properties are zoned industrial and therefore buffering is not required. However, front yard landscaping along New Century Drive (one tree per 20 linear feet) and retention of existing vegetation along I-73/74 that complies with the I-73/74 Overlay district landscaping requirements as required by the zoning ordinance are proposed.
4. The site plan indicates that no employees will regularly be located on-site. Therefore, paved off-street parking is not required.
5. The area is characterized by industrial, professional services, and public (governmental, utility) uses.
6. The property is accessible to I-73/74 via New Century Drive, and McDowell Road. No residentially zoned properties are located between the subject property and the interchange to I-73/74, designated as a freeway. Staff believes this meets the intent of Section 5.05(6)(4) on page 3.
7. Storage of Flammable and Combustible Liquids requires that evidence be presented showing that National Fire Protection Association (NFPA) standards are met.

As stated in number 6 of the analysis, Section 5.05 (6) of the Asheboro Zoning Ordinance states the following:

SUP Requirements

Section 5.05(6)

Combustible Liquid Storage in Quantities Greater than 100,000 Gallons Aggregate:

Combustible liquid storage, above ground, for wholesale or retail distribution of more than 100,000 gallons aggregate storage capacity, may be permitted in I2 Industrial Districts subject to the following requirements.

- (1) The requirements of the NFPA Standards shall be met.
- (2) All storage tanks and loading facilities shall be located at least fifty (50) feet from any exterior property line.
- (3) All storage tanks and loading facilities shall be located at least one hundred fifty (150) feet from any exterior property line bordering a residential district.
- (4) As a prerequisite to the approval of a Special Use Permit, the city council shall find that the use of the proposed site for petroleum storage will not endanger the safety of residential or other properties in the area, and that vehicular access to the storage facility will be provided from major thoroughfares and will not require the use of residential streets for access to the site.
- (5) Off-street parking and loading shall be provided in accordance with Chapter 6.
- (6) Buffers and screening shall be installed as required by Chapter 6.

The following conditions were drafted by the planning/zoning staff prior to this hearing.

- (A) Land use activities that do not require a Special Use Permit are permitted to the full extent permitted by the Asheboro Zoning Ordinance and shall not be deemed to be a modification requiring the issuance of a new Special Use Permit.
- (B) Should a driveway be shared between the subject property identified on the site plan and the residual property on Parcel Identification Number north, such share driveway shall not constitute a modification of the Special Use Permit.
- (C) Prior to the issuance of a zoning compliance permit, the following must be completed:
 - (i) The applicant shall obtain any required City of Asheboro driveway permits
 - (ii) Final Decision Document authorizing the Special Use Permit must be approved by the city council
 - (iii) Recordation of a Minor Subdivision plat complying with the requirements of the Asheboro Subdivision Ordinance and showing the boundaries of the property included in the Special Use Permit.

Tim Rhodes and H.R. Gallimore were placed under oath and offered testimony in support of the request. This testimony focused on, in addition to addressing the four standards for issuance of a Special Use Permit, the compliance with the above-referenced conditions.

No witnesses came forward in opposition to the Special Use Permit. In the absence of any additional testimony or evidence, Mayor Pro Tempore Moffitt transitioned to the deliberative phase of the process.

Upon motion by Council Member Bell, and seconded by Council Member Burks, the council voted unanimously to find the required standards had been met and to issue, subject to the above-stated conditions, the requested Special Use Permit. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. There were no dissenting votes.

A final decision document with the formal findings of fact, conclusions of law, and order authorizing the Special Use Permit will be entered by the council during the next regular meeting on November 6, 2025. A copy of the slide show presentation utilized by Mr. Evans is on file in the city clerk's office.

8. Annexation Petition Submitted by KSQUARE GOLDHILL LLC

(a) Public Hearing

Mayor Pro Tempore Moffitt opened a public hearing on the question of the annexation petition submitted by KSQUARE GOLDHILL LLC requesting the annexation into the Asheboro primary city limits of approximately 74.495 acres of land located between Windsor Trail and Gold Hill Road. City Engineer Michael Leonard, PE presented the staff's analysis of the annexation petition.

Mayor Pro Tempore Moffitt invited comments from the public. John Cowan presented comments in opposition to the annexation, while Barbara Ward had questions regarding the annexation petition. Tabatha Allen also had questions and concerns regarding the annexation petition. When no one else asked to speak, Mayor Pro Tempore Moffitt transitioned to the deliberative phase of the process.

(b) Council Action

Council Member Bell moved, and Council Member Burks seconded the motion to approve/adopt the following ordinance by reference. Council Members Bell, Burks, Heath, Moffitt, and Swiers voted aye. Council Member McCaskill voted no.

ORDINANCE NO. 42 ORD 10-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AN ORDINANCE EXTENDING THE ASHEBORO CITY LIMITS BY ANNEXING
APPROXIMATELY 74.495 ACRES OF LAND OWNED BY KSQUARE GOLDHILL
LLC AND LOCATED BETWEEN WINDSOR TRAIL AND GOLD HILL ROAD**

WHEREAS, in accordance with Section 160A-58.1 of the North Carolina General Statutes, KSQUARE GOLDHILL LLC, a North Carolina limited liability company, submitted a petition requesting the annexation into Asheboro of approximately 74.495 acres of land owned by the petitioner between Windsor Trail and Gold Hill Road; and

WHEREAS, the territory proposed for annexation has been more specifically described by metes and bounds in Section 1 of this Ordinance; and

WHEREAS, on September 4, 2025, by means of a duly adopted resolution (Resolution Number 39 RES 9-25), the Asheboro City Council directed the city clerk to investigate the sufficiency of the annexation petition submitted by KSQUARE GOLDHILL LLC, and the city clerk has in fact certified the sufficiency of the annexation petition submitted by the limited liability company; and

WHEREAS, pursuant to Asheboro City Council Resolution Number 40 RES 9-25, a legal notice was published on September 25, 2025, in *The Courier-Tribune*, a newspaper with general circulation in the City of Asheboro, announcing that a public hearing to consider the adoption of an ordinance annexing the described territory into the City of Asheboro would be held during the city council's next regular meeting, which was scheduled to begin at 6:00 p.m. on October 9, 2025, in the council chamber on the second floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203; and

WHEREAS, the public hearing was held, as advertised, on October 9, 2025; and

WHEREAS, the Asheboro City Council found that the area described within the petition met the standards prescribed by Section 160A-58.1(b) of the North Carolina General Statutes, to wit:

- (a) The nearest point on the proposed satellite corporate limits was not more than three miles from the primary corporate limits of the City of Asheboro;
- (b) No point on the proposed satellite corporate limits line was closer to the primary corporate limits of another municipality than to the primary corporate limits of the City of Asheboro;
- (c) The area for which annexation has been requested is situated so that the City of Asheboro will be able to provide the same services within the proposed satellite corporate limits that are provided within the primary corporate limits;
- (d) A subdivision has not been fragmented by the requested annexation; and

WHEREAS, the city council has concluded that all landowners required by law to sign the annexation petition have, in fact, signed the petition; and

WHEREAS, the city council further found the annexation petition to be otherwise valid and that the public health, safety, and welfare of the City of Asheboro and the area proposed for annexation will be best served by annexing the territory described in Section 1 of this Ordinance.

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

Section 1. By virtue of the authority granted in Section 160A-58.2 of the North Carolina General Statutes, the following described non-contiguous territory is annexed, attached to, and hereby becomes a part of the City of Asheboro, North Carolina:

Asheboro Township, Randolph County, North Carolina:

BEGINNING at a 1/2-inch existing iron rod down four inches in the proposed Asheboro satellite city limits line at a common corner for the Wall Recycling, LLC property described in the Office of the Register of Deeds for Randolph County, North Carolina (the "Randolph County Registry") in Book of Record 2906, Page 94 and the Gregory Burrow and Carla Burrow property described in Book of Record 1990, Page 1723, Randolph County Registry, this Beginning point is located by means of the North Carolina Coordinate System at the coordinates of North 721,838.35 ground US Survey feet and East 1,765,841.86 ground US Survey feet (NAD 83 (2011)); thence, from the described Beginning point, following the proposed Asheboro satellite city limits line northeastward along the Annexation Area (the "Annexation Area" is the territory for which annexation was requested when KSQUARE GOLDHILL LLC submitted a petition for annexation listing one parcel of land described in a deed recorded in Book of Record 2843, Page 779, Randolph County Registry and shown on a plat of survey recorded in Plat Book 140, Page 41, Randolph County Registry) by running North 65 degrees 04 minutes 08 seconds East 178.22 feet along the previously referenced Burrow property to a 1/2-inch existing iron rod flush with the ground; thence continuing along the proposed Asheboro satellite city limits line by running with the Sarah Lynn Presnell Greco and Michael Anthony Greco property described in Book of Record 2645, Page 343, Randolph County Registry the next four bearings and distances: North 64 degrees 58 minutes 48 seconds East 99.97 feet to a 3/4-inch existing iron pipe up two inches; thence North 59 degrees 04 minutes 16 seconds East 40.18 feet to a 5/8-inch existing iron rod up four inches; thence North 59 degrees 05 minutes 29 seconds East 46.93 feet to a 1-inch existing iron pipe down four inches; thence North 26 degrees 11 minutes 27 seconds East 32.16 feet to a 3/8-inch existing iron rod down four inches; thence along the Brandon M. Wysong and Elizabeth Kate Wysong property described in Book of Record 2883, Page 771, Randolph County Registry while continuing to follow the proposed Asheboro satellite city limits line North 26 degrees 05 minutes 58 seconds East 162.54 feet to a 5/8-inch existing iron rod up two inches; thence continuing along the proposed Asheboro satellite city limits line by running with the Lewis Tatham and Tabitha T. Tatham property described in Book of Record 2664, Page 291, Randolph County Registry (Tract 1 shown in Plat Book 155, Page 86, Randolph County Registry) the next four bearings and distances: South 87 degrees 06 minutes 04 seconds East 369.66 feet to a 5/8-inch new iron rod up four inches; thence North 11 degrees 41 minutes 30 seconds East 177.87 feet to a 5/8-inch new iron rod up four inches; thence proceeding in a

northwesterly direction along the arc of a curve with a radius of 584.04 feet and an arc length of 149.76 feet (delta angle 14 degrees 41 minutes 32 seconds) a chord bearing and distance of North 70 degrees 02 minutes 10 seconds West 149.35 feet to a 5/8-inch new iron rod flush with the ground; thence North 77 degrees 20 minutes 50 seconds West 151.41 feet to a 5/8-inch existing iron rod up six inches in the southern margin of the 80-foot public right-of-way for Windsor Trail (North Carolina Secondary Road 2308); thence proceeding along the proposed Asheboro satellite city limits line by crossing the public right-of-way for Windsor Trail by running North 26 degrees 12 minutes 17 seconds East 82.66 feet to a 60d nail set at the base of a 5/8-inch existing iron rod up four inches in the northern margin of the public right-of-way for Windsor Trail; thence continuing along the proposed Asheboro satellite city limits line North 26 degrees 02 minutes 12 seconds East 255.30 feet by running with the Stacy G. Dillion and Jonathan G. Dillion property described in Book of Record 2084, Page 347, Randolph County Registry to a 3/4-inch existing iron pipe up eight inches with stones; thence running with the Lloyd J. Hamlet property described in Book of Record 683, Page 138, Randolph County Registry and continuing to follow the proposed Asheboro satellite city limits line by proceeding North 26 degrees 06 minutes 07 seconds East 484.48 feet to a 1 and 1/4-inch existing iron pipe up twenty-four inches with stones; thence turning eastward by proceeding along the northern boundary line of the Annexation Area and continuing to follow the proposed Asheboro satellite city limits line by running with the previously described Lloyd J. Hamlet property the next three bearings and distances: South 63 degrees 06 minutes 11 seconds East 357.70 feet to a 60d nail set at the base of a 1 and 1/4-inch existing iron pipe up twenty-four inches with stones; thence South 46 degrees 43 minutes 08 seconds East 148.18 feet to a 1 and 1/4-inch existing iron pipe up twenty-four inches; thence North 89 degrees 48 minutes 52 seconds East 558.03 feet to a 3/4-inch existing iron pipe up six inches; thence continuing to proceed along the proposed Asheboro satellite city limits line and the northern boundary line for the Annexation Area by running with the Marlon Pome and Debra Pome property described in Book of Record 2441, Page 210, Randolph County Registry the next two bearings and distances: North 89 degrees 35 minutes 06 seconds East 496.32 feet to a 1-inch existing iron rod down two inches; thence South 89 degrees 54 minutes 46 seconds East 264.62 feet to a 60d nail set at the base of a 1 and 1/2-inch existing iron pipe down four inches in the western margin of the 60-foot public right-of-way for Gold Hill Road (North Carolina Secondary Road 2183); thence departing from the northern boundary line for the Annexation Area and continuing to follow the proposed Asheboro satellite city limits line by running with the western margin of the public right-of-way for Gold Hill Road the next three bearings and distances: South 04 degrees 52 minutes 09 seconds West 565.51 feet to a computed point/point not set; thence proceeding in a southwesterly direction along the arc of a curve with a radius of 1,115.92 feet and an arc length of 438.23 feet (delta angle 22 degrees 30 minutes 03 seconds) a chord bearing and distance of South 16 degrees 07 minutes 10 seconds West 435.42 feet to a computed point/point not set; thence South 27 degrees 17 minutes 02 seconds West 209.96 feet to a 1/2-inch existing iron rod up six inches; thence departing from the western margin of the public right-of-way for Gold Hill Road and continuing to follow the proposed Asheboro satellite city limits line by running with the Mario Jose Mateo and Diana Aguilar property described in Book of Record 2593, Page 901, Randolph County Registry the next two bearings and distances: North 84 degrees 00 minutes 46 seconds West 862.23 feet to a 1 and 1/4-inch existing iron pipe up six inches; thence South 15 degrees 20 minutes 01 second West 494.52 feet to a 1/2-inch existing iron rod up four inches; thence continuing to follow the proposed Asheboro satellite city limits line by running with the Ena Sorto Portillo property described in Book of Record 2423, Page 1006, Randolph County Registry South 15 degrees 22 minutes 12 seconds West 48.67 feet to a 1-inch existing iron pipe up four inches; thence departing from the eastern boundary line of the Annexation Area and continuing to follow the proposed Asheboro satellite city limits line by running South 78 degrees 04 minutes 24 seconds West 336.94 feet with the previously described Portillo property along the southern boundary line of the Annexation Area to a 1/2-inch existing iron rod up four inches; thence continuing to follow the southern boundary line of the Annexation Area and the proposed Asheboro satellite city limits line by running with the Rogelio Jaimes Vences and Maria Santos Jaimes Jaimes property described in Book of Record 2582, Page 718, Randolph County Registry the next three bearings and distances: South 78 degrees 03 minutes 11 seconds West 358.53 feet to a 1/2-inch existing iron rod up two inches; thence South 78 degrees 03 minutes 31 seconds West 81.15 feet to a 5/8-inch existing iron rod up four inches; thence South 78 degrees 04 minutes 28 seconds West 611.96 feet to a 5/8-inch existing iron rod up four inches at the southwest corner of the Annexation Area; thence continuing to follow the proposed Asheboro satellite city limits line by departing from the southern boundary line of the Annexation Area and following

the western boundary line of the Annexation Area by running with the Wall Recycling, LLC property described in Book of Record 2906, Page 94, Randolph County Registry the next two bearings and distances: North 00 degrees 44 minutes 09 seconds West 629.52 feet to a 1-inch existing iron pipe up six inches; thence North 00 degrees 42 minutes 49 seconds West 203.06 feet to the point and place of BEGINNING, and containing a total of 74.495 acres, more or less, to be annexed.

*The above-stated legal description is in accordance with a plat of survey drawn under the supervision of Dan W. Tanner, II, Professional Land Surveyor with License Number L-4787. The plat of survey is titled "Satellite Annexation Survey For: **Ksquare Goldhill, LLC**" and is identified as Job #: 18018.*

The plat of survey referenced in the immediately preceding paragraph is recorded in Plat Book 194, Page 5, Randolph County Registry.

Section 2. Upon and after October 9, 2025, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheboro and shall be entitled to the same privileges and benefits as other parts of the City of Asheboro. The above-described territory shall be subject to municipal taxes according to Section 160A-58.10 of the North Carolina General Statutes.

Section 3. The Mayor of the City of Asheboro shall cause to be recorded in the Office of the Randolph County Register of Deeds and in the Office of the North Carolina Secretary of State an accurate map of the annexed territory that is described in Section 1 of this Ordinance together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Randolph County Board of Elections as required by Section 163-288.1 of the North Carolina General Statutes.

Section 4. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 5. This Ordinance shall be in full force and effect upon and after October 9, 2025.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on October 9, 2025.

/s/Walker B. Moffitt
Walker B. Moffitt, Mayor Pro Tempore

ATTEST:

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

Approved as to form:

/s/Jeffrey C. Sugg
Jeffrey C. Sugg, City Attorney

9. Continuation of Agenda Item 7(a) – Legislative Hearing (Case No. RZ-25-17)

Mayor Pro Tempore Moffitt opened the deliberations for Case No. RZ-25-17.

After engaging in deliberations about the zoning map amendment application, Council Member Bell moved, and Council Member Burks seconded the motion to adopt the plan consistency/reasonableness statement below and to approve, with the previously stated conditions, the requested zoning map amendment with the following multi-part motion.

1. Although the Land Development Plan does not provide specific growth strategy and land use recommendations for the property and surrounding area, the request can be reviewed against general goals and policies, which advocate for sidewalks, open/recreation space/and tree preservation and landscaping, and environmentally protective features such as stormwater control measures that may not be required in a conventional subdivision.

The rezoning achieves many of these goals, and given the size and topography of the property, benefit to the property owner, protections to the neighboring properties that would not be required with a conventional subdivision, provision of additional housing opportunities, and the ability of the Conditional Zoning process to ensure important design elements are provided to help achieve city-adopted goals and policies, these factors help make the rezoning reasonable.

2. Consequently, and subject to the previously stated conditions, the zoning map amendment application seeking to place the Zoning Lot into the R10 (CZ) zoning district is hereby approved.

Council Members Bell, Burks, Moffitt, and Swiers voted aye. Council Members Heath and McCaskill voted no.

10. Annexation Petition Submitted by JRE Asheboro, LLC (Formerly Agenda Item 9)

(a) Public Hearing

Mayor Pro Tempore Moffitt opened the public hearing on the question of the annexation petition submitted by JRE Asheboro, LLC requesting the annexation into the Asheboro primary city limits of approximately 30.96 acres of land located on the North side of United States Highway 64 at the intersection with East Presnell Street. Mr. Leonard presented the staff's analysis of the annexation petition.

Mayor Pro Tempore Moffitt invited comments from the public, but none were offered. When no one asked to speak, Mayor Pro Tempore Moffitt transitioned to the deliberative phase of the process.

(b) Council Action

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

ORDINANCE NO. 43 ORD 10-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE EXTENDING THE ASHEBORO CITY LIMITS BY ANNEXING APPROXIMATELY 30.96 ACRES OF LAND OWNED BY JRE ASHEBORO, LLC AND LOCATED ON THE NORTH SIDE OF UNITED STATES HIGHWAY 64 AT THE INTERSECTION WITH EAST PRESNELL STREET

WHEREAS, in accordance with Section 160A-58.1 of the North Carolina General Statutes, JRE Asheboro, LLC, a Virginia limited liability company authorized to do business in North Carolina, submitted three petitions requesting the annexation into Asheboro of approximately 30.96 acres of land owned by the petitioner on the north side of United States Highway 64 at the intersection with East Presnell Street; and

WHEREAS, the territory proposed for annexation has been more specifically described by metes and bounds in Section 1 of this Ordinance; and

WHEREAS, on September 4, 2025, by means of a duly adopted resolution (Resolution Number 37 RES 9-25), the Asheboro City Council directed the city clerk to investigate the sufficiency of the annexation petitions submitted by JRE Asheboro, LLC, and the city clerk has in fact certified the sufficiency of the referenced annexation petitions; and

WHEREAS, pursuant to Asheboro City Council Resolution Number 38 RES 9-25, a legal notice was published on September 25, 2025, in *The Courier-Tribune*, a newspaper with general circulation in the City of Asheboro, announcing that a public hearing to consider the adoption of an ordinance annexing the described territory into the City of Asheboro would be held during the city council's next regular meeting, which was scheduled to begin at 6:00 p.m. on October 9, 2025, in the council chamber on the second floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203; and

WHEREAS, the public hearing was held, as advertised, on October 9, 2025; and

WHEREAS, the Asheboro City Council found that the area described within the petitions met the standards prescribed by Section 160A-58.1(b) of the North Carolina General Statutes, to wit:

- (a) The nearest point on the proposed satellite corporate limits was not more than three miles from the primary corporate limits of the City of Asheboro;
- (b) No point on the proposed satellite corporate limits line was closer to the primary corporate limits of another municipality than to the primary corporate limits of the City of Asheboro;
- (c) The area for which annexation has been requested is situated so that the City of Asheboro will be able to provide the same services within the proposed satellite corporate limits that are provided within the primary corporate limits;
- (d) A subdivision has not been fragmented by the requested annexation; and

WHEREAS, the city council has concluded that all landowners required by law to sign the annexation petitions have, in fact, signed the petitions; and

WHEREAS, the city council further found the annexation petitions to be otherwise valid and that the public health, safety, and welfare of the City of Asheboro and the area proposed for annexation will be best served by annexing the territory described in Section 1 of this Ordinance.

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

Section 1. By virtue of the authority granted in Section 160A-58.2 of the North Carolina General Statutes, the following described non-contiguous territory is annexed, attached to, and hereby becomes a part of the City of Asheboro, North Carolina:

Asheboro Township, Randolph County, North Carolina:

BEGINNING at a 1 and 1/2-inch existing iron pipe/pin ten inches above ground in the proposed Asheboro satellite city limits line at a common corner for the Gilbert Howard Edwards and Garlir Trogden Edwards (a/k/a Garlie Trogdon Edwards) property described in the Office of the Register of Deeds for Randolph County, North Carolina (the "Randolph County Registry") in Book of Record 2413, Page 1313 (Lots 87-94 on a plat of survey recorded in Plat Book 2, Page 71, Randolph County Registry) and the Clifford Wesley Mathews and Carol Lynn Mathews property described in Book of Record 2918, Page 785, Randolph County Registry, this Beginning point is located by means of the North Carolina Coordinate System

at the coordinates of North 716,187.46 feet and East 1,771,527.28 feet (NAD 83 (2011)); thence, from the described Beginning point, running along the proposed Asheboro satellite city limits line North 87 degrees 26 minutes 36 seconds West 771.53 feet to a capped existing iron rod flush with the ground at the eastern margin of the public right-of-way for Northview Drive (North Carolina Secondary Road 2214); thence turning to continue following the proposed Asheboro satellite city limits line by running with the eastern margin of the public right-of-way for Northview Drive, which is also the western boundary line of the Annexation Area (the "Annexation Area" is the entirety of the territory for which annexation was requested when JRE Asheboro, LLC submitted petitions for annexation listing three parcels of land described in deeds recorded in Book of Record 2066, Page 1805, Randolph County Registry; Book of Record 2007, Page 1756, Randolph County Registry; and Book of Record 2662, Page 1307, Randolph County Registry), in a northeasterly direction with the arc of a curve with a radius of 193.41 feet and an arc length of 159.75 feet a chord bearing and distance of North 23 degrees 05 minutes 47 seconds East 155.25 feet to a computed point/point not set; thence continuing to follow the eastern margin of the public right-of-way for Northview Drive and the western boundary line of the Annexation Area the next two bearings and distances: North 44 degrees 54 minutes 27 seconds East 38.14 feet to a computed point/point not set; thence in a northeasterly direction along the arc of a curve with a radius of 127.99 feet and an arc length of 53.26 feet a chord bearing and distance of North 32 degrees 49 minutes 35 seconds East 52.88 feet to a computed point/point not set; thence departing from the eastern margin of the public right-of-way for Northview Drive, but continuing to follow the western boundary line of the Annexation Area, by running with two parcels of Orvel E. Brown property described in the Office of the Clerk of Superior Court for Randolph County, North Carolina in Estate File 19E-1178 (the larger of the two parcels is shown in Plat Book 39, Page 62, Randolph County Registry) the next two bearings and distances: North 39 degrees 52 minutes 54 seconds East 524.00 feet to an existing iron pipe/pin four inches below ground; thence North 03 degrees 56 minutes 27 seconds East 325.83 feet to an existing iron rod three inches above ground in the southern margin of the public right-of-way for East Presnell Street (North Carolina Secondary Road 2345); thence continuing to follow the proposed Asheboro satellite city limits line by departing from the western boundary line of the Annexation Area and following the northern boundary line of the Annexation Area along the southern margin of the public right-of-way for East Presnell Street the next six bearings and distances: South 70 degrees 26 minutes 21 seconds East 583.20 feet to an existing right-of-way monument nine inches above ground; thence South 46 degrees 49 minutes 24 seconds East 264.17 feet to an existing right-of-way monument; thence South 64 degrees 06 minutes 43 seconds East 44.98 feet to an existing nail; thence South 64 degrees 06 minutes 43 seconds East 115.87 feet to an existing right-of-way monument; thence South 87 degrees 35 minutes 32 seconds East 126.88 feet to an existing iron pipe/pin; thence South 87 degrees 29 minutes 02 seconds East 61.30 feet to an existing right-of-way monument; thence continuing to follow the proposed Asheboro satellite city limits line by running with the northeast boundary line of the Annexation Area along the southern margin of the public right-of-way for East Presnell Street the next two bearings and distances: South 34 degrees 37 minutes 57 seconds East 287.83 feet to an existing right-of-way monument; thence South 45 degrees 12 minutes 21 seconds East 271.23 feet to an existing right-of-way monument; thence, at the intersection of the southern margin of the public right-of-way for East Presnell Street with the northern margin of the public right-of-way for U.S. Highway 64, continuing to follow the proposed Asheboro satellite city limits line by proceeding South 01 degree 52 minutes 28 seconds East 55.15 feet to a computed point/point not set; thence departing from the public right-of-way for East Presnell Street and following the northern margin of the public right-of-way for U.S. Highway 64 along the proposed Asheboro satellite city limits line the next five bearings and distances: South 54 degrees 01 minute 17 seconds West 127.06 feet to a 1/2-inch existing iron rod flush with the ground; thence South 54 degrees 05 minutes 40 seconds West 399.87 feet to a computed point/point not set; thence South 53 degrees 49 minutes 10 seconds West 22.23 feet to a computed point/point not set; thence South 54 degrees 04 minutes 40 seconds West 28.27 feet to a computed point/point not set; thence South 54 degrees 04 minutes 40 seconds West 607.49 feet to a 1/2-inch existing iron rod flush with the ground; thence departing from the northern margin of the public right-of-way for U.S. Highway 64 and continuing to follow the proposed Asheboro satellite city limits line by running North 03 degrees 57 minutes 10 seconds East 466.95 feet along the Mark T. Braswell property described in Book of Record 1536, Page 150, Randolph County Registry to an existing iron rod; thence continuing north along the proposed Asheboro satellite city limits line by running with the Clifford Wesley Mathews and Carol Lynn Mathews property described in Book of Record 2918, Page 785, Randolph County Registry the next two bearings

and distances: North 03 degrees 57 minutes 10 seconds East 45.70 feet to an existing iron pipe/pin flush with the ground; thence North 04 degrees 01 minute 11 seconds East 149.67 feet to an existing iron rod five inches above ground; thence continuing to follow the proposed Asheboro satellite city limits line by turning west along the Mathews property and proceeding North 87 degrees 26 minutes 14 seconds West 210.92 feet to the point and place of BEGINNING, and containing a total of 30.96 acres, more or less, to be annexed.

The above-stated legal description is in accordance with a plat of survey drawn under the supervision of Aaron Carter, Professional Land Surveyor with License Number L-5519. The plat of survey is titled "ANNEXATION PLAT FOR JRE ASHEBORO LLC" and is identified as Job No. 220051.

The plat of survey referenced in the immediately preceding paragraph is recorded in Plat Book 194, Page 6, Randolph County Registry.

Section 2. Upon and after October 9, 2025, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheboro and shall be entitled to the same privileges and benefits as other parts of the City of Asheboro. The above-described territory shall be subject to municipal taxes according to Section 160A-58.10 of the North Carolina General Statutes.

Section 3. The Mayor of the City of Asheboro shall cause to be recorded in the Office of the Randolph County Register of Deeds and in the Office of the North Carolina Secretary of State an accurate map of the annexed territory that is described in Section 1 of this Ordinance together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Randolph County Board of Elections as required by Section 163-288.1 of the North Carolina General Statutes.

Section 4. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 5. This Ordinance shall be in full force and effect upon and after October 9, 2025.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on October 9, 2025.

/s/Walker B. Moffitt
Walker B. Moffitt, Mayor Pro Tempore

ATTEST:

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

Approved as to form:

Jeffrey C. Sugg
Jeffrey C. Sugg, City Attorney

11. Request for Council Action on a Proposal for the City to Enter Into an Agreement for Professional Services for a PFAS Evaluation and Assessments Study (Formerly Agenda Item 10)

Water Resources Director Michael Rhoney, PE reported that recent testing of the water at the W.L. Brown Water Treatment Plant has shown PFOS levels in the raw water intake exceeds the EPA's recommended Maximum Contaminant Level (MCL) of four parts per trillion (ppt). The water treatment plan does not currently have treatment processes to remove PFAS, so additional treatment is required.

The city is faced with meeting the upcoming federal regulations on the monitoring and treatment of PFAS and has selected HDR Engineering, Inc. of the Carolinas to evaluate and pilot technologies to address the PFAS concentrations in the water supply. The city has received a grant from the Bipartisan Infrastructure Law (BIL) to fund this study. The city prepared the grant application and is complying with the grant requirements. HDR Engineering, Inc. of the Carolinas will also provide assistance with future funding applications and grants that could potentially defray the costs of implementing the advanced treatment technologies.

The scope of services with this proposal include the following tasks:

- Task 1 – Project Administration
- Task 2 – Funding Strategy Assistance
- Task 3 – Study Development and Initial Assessment
- Task 4 – Treatment Testing and Evaluation
- Task 5 – Desktop Treatment Analysis

A copy of the agreement is on file in the city's Water Resources Division and the city clerk's office.

Mr. Rhoney recommended approval of the above-described agreement and authorization for the city manager to execute the agreement. Council Member Bell moved, and Council Member Swiers seconded the motion to approve the above-referenced agreement. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers, voted aye. There were no dissenting votes.

12. Summary of the Policy Framework that will be Used to Initiate the City of Asheboro Small Business Investment Grant Program (Formerly Agenda Item 11)

City Manager Office Intern Nate Marsh summarized the policy framework that will be used to initiate the city's small business investment grant program. During his presentation, Mr. Marsh reported that small businesses are essential to our community. Approximately 40% of workers in Randolph County work at companies with less than 100 employees. Approximately 76% of businesses in Randolph County have less than 20 employees. Small businesses consistently lack the resources of larger firms to qualify for state and federal funding.

The purpose of the program is to make Asheboro more attractive to private investment, create new jobs that provide a livable wage, and to promote the reuse and improvement of existing vacant buildings within the community. The program will consist of a local jobs creation grant program and a building reuse grant program.

The Local Jobs Creation Grant program will be a performance-based incentive for net new full-time jobs in Asheboro. The requirements for the program will consist of the following:

- A minimum of 5 jobs, maximum of 15
- Jobs must meet a benchmark wage
- Payout after payroll verification and retention of 6 months

The Building Reuse Grant program will be a cost-share for building improvements to reactivate vacant space with a 50/50 reimbursement, up to \$25,000. The requirements for the program will consist of the following

- Project cost must be pre-approved and subject to eligibility requirements
- Must be completed within 12 months of the agreement
- Vacant for 3 months prior, within corporate limits of Asheboro

The grant programs would follow the process as outlined below

1. The applicant selects which program(s) to apply for and work with the Randolph County Economic Development Corporation, the Chamber of

- Commerce, or Downtown Asheboro Inc to prepare and submit an application.
- 2. After consultation with community development staff, a public haring by the Redevelopment Commission would be held to determine the program alignment and city participation, subject to city council funding.
 - 3. The Redevelopment Commission would vote on the application. Approved applications are forwarded to the city council. The city council has the final authority to appropriate grant funds to the project.

In order to implement the program city staff will finalize eligibility requirements and discuss the elements of the necessary performance agreements. There is a potential to add more programs in the future.

13. Real Estate Related Transactions (Formerly Agenda Item 12)

- (a) The execution by city officials of an instrument granting a temporary non-exclusive access easement over an identified section of city-owned property that will eventually be used for the development of an emergency operations center/third fire station.

City Attorney Jeff Sugg presented and recommended adoption, by reference, of a non-exclusive access easement the City of Asheboro and Tanner Investment Properties, LLC. Council Member Heath moved, and Council Member Burks seconded the motion to approve/adopt the following easement. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. There were no dissenting votes.

AMENDED TEMPORARY ACCESS
EASEMENT AGREEMENT

This instrument was prepared by Asheboro City Attorney Jeffrey C. Sugg, Post Office Box 1106, Asheboro, North Carolina 27204-1106.

Please place the recorded instrument in the box assigned to the City of Asheboro.

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

This **AMENDED TEMPORARY ACCESS EASEMENT AGREEMENT** (the “**Amended Agreement**”) is made and entered into, effective as of the date of the last signature affixed hereto, by and between the **CITY OF ASHEBORO**, a North Carolina municipal corporation, (the “**Grantor**”) and **TANNER INVESTMENT PROPERTIES, LLC**, a North Carolina limited liability company (the “**Grantee**”). Grantor and Grantee are collectively referred to as the “**Parties**” and individually, a “**Party**.” The designation Grantor and Grantee as used herein shall include the above-listed Parties and their heirs, successors, and assigns. The designation shall signify singular, plural, masculine, feminine, or neuter as required by context.

RECITALS:

WHEREAS, Grantor is the owner of a parcel or tract of land (the “**Grantor Property**”) that is described in a North Carolina General Warranty Deed recorded in the Office of the Register of Deeds for Randolph County, North Carolina (the “**Randolph County Registry**”) in Book of Record 2888 at Page 637; and

WHEREAS, in furtherance of its intent to construct an emergency operations center/third fire station on the Grantor Property, the Asheboro City Council has expressed its intent for the City of Asheboro to open a section of public street within the proposed 60-foot public right-of-way shown on the Grantor Property by a plat of survey recorded in Plat Book 183, Page 22, Randolph County Registry; and

WHEREAS, Grantee is the owner of real property planned for future development to the east and south of the Grantor Property; and

WHEREAS, Grantee previously requested of the Asheboro City Council a temporary non-exclusive access easement across the Grantor Property for use in advance of the opening of the planned section of public street on the Grantor Property; and

WHEREAS, in consideration of the assistance provided to the City of Asheboro by Tanner Investment Properties, LLC during the acquisition of the Grantor Property, the Asheboro City Council approved the earlier request, and, consequently, an instrument granting for the benefit of the Grantee the requested temporary non-exclusive access easement was recorded in Book of Record 2889, Page 1257, Randolph County Registry (the “**Temporary Access Easement Agreement**”); and

WHEREAS, by its own terms, the Temporary Access Easement Agreement expires at 11:59 p.m. on December 31, 2025; and

WHEREAS, despite the best efforts of all of the parties involved, delays in obtaining federal compliance determinations needed for critical funding of the planned emergency operations center/third fire station have impeded the city’s ability to construct on the Grantor Property the planned public infrastructure; and

WHEREAS, in consideration of the totality of the circumstances surrounding the Grantee’s documented assistance with the city’s acquisition of the Grantor Property for the purpose of implementing the emergency operations/third fire station project, city staff members have recommended extending the previously recorded Temporary Access Easement Agreement; and

WHEREAS, the Asheboro City Council has agreed with this recommendation.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Grantor hereby gives, grants, and conveys to the Grantee the temporary non-exclusive access easement described in Section 1 of this Agreement.

Section 1. Temporary Non-Exclusive Access Easement. For the benefit of the Grantee’s real property (53 acres, more or less, shown as “REMAINING AREA FUTURE DEVELOPMENT” on the plat of survey recorded in Plat Book 183, Page 22, Randolph County Registry), the Grantor hereby grants and conveys to Grantee an amended temporary non-exclusive access easement (hereinafter the “**Access Easement**”) for the purpose of providing ingress, egress, and regress for pedestrian and vehicular traffic to the Grantee’s property, on a temporary basis, over and across that certain area on the Grantor Property that is described in the following italicized paragraphs.

Grant Township, Randolph County, North Carolina:

BEGINNING at a computed point in the eastern margin of the 60-foot public right-of-way for Zoo Parkway (North Carolina Highway 159), this computed point is located with the aid of the North Carolina Coordinate System by following, from the BEGINNING point, the eastern margin of the public right-of-way for Zoo Parkway in a northwesterly direction along the arc of a curve with a radius of 1,203.94 feet and an arc length of 270.65 feet a chord bearing and distance of North 21 degrees 52 minutes 53 seconds West 270.08 feet to a 1-inch existing iron pipe down two inches and located at the coordinates of North 699,157.86 feet and East 1,763,303.42 feet (NAD 83 (2011)); thence, from the described BEGINNING point, running with the western margin of the Access Easement granted herein by following the eastern margin of the public right-of-way for Zoo Parkway in a southeasterly direction along the arc of a curve with a radius of 1,203.94 feet and an arc length of 123.16 feet a chord bearing and distance of South 31 degrees 15 minutes 08 seconds East 123.11 feet to a set 1-inch new iron pipe up two inches in the eastern margin of the public right-of-way for Zoo Parkway; thence

departing from the eastern margin of the public right-of-way for Zoo Parkway and following the southern margin of the Access Easement in a northeasterly direction along the arc of a curve with a radius of 30.00 feet and an arc length of 49.42 feet a chord bearing and distance of North 13 degrees 00 minutes 21 seconds East 44.02 feet to a set 2-inch new iron pipe up two inches; thence continuing to follow the southern margin of the Access Easement North 60 degrees 11 minutes 40 seconds East 460.02 feet to a set 2-inch new iron pipe up two inches; thence departing from the southern margin of the Access Easement and running North 29 degrees 48 minutes 20 seconds West 60.00 feet along the eastern margin of the Access Easement to a set 2-inch new iron pipe up two inches; thence departing from the eastern margin of the Access Easement and running with the northern margin of the Access Easement the next two bearings and distances: South 60 degrees 11 minutes 40 seconds West 463.05 feet to a computed point; thence in a northwesterly direction along the arc of a curve with a radius of 30.00 feet and an arc length of 47.90 feet a chord bearing and distance of North 74 degrees 03 minutes 49 seconds West 42.97 feet to the point and place of BEGINNING, and containing a total of 30,004 square feet, more or less, in the Access Easement as shown on that certain plat of survey drawn under the supervision of Thomas Scaramastra, Professional Surveyor with License Number L-4421. The listed plat of survey is titled "Minor Subdivision Plat for CITY OF ASHEBORO PROPERTY ACQUISITION" and is further identified as Job # 23-002.

The above-described Access Easement area encompasses the same 30,004-square foot area that is labeled on the "Minor Subdivision Plat for CITY OF ASHEBORO PROPERTY ACQUISITION" as "PROPOSED 60' FUTURE PUBLIC R/W Area 30,004 Sq. Ft. (included in Parcel 1) FEE SIMPLE OWNERSHIP BY CITY OF ASHEBORO." The listed minor subdivision plat has been recorded in Plat Book 183, Page 22, Randolph County Registry.

Section 2. Duration and Maintenance of the Access Easement. The Access Easement conveyed herein shall expire under the terms of this Amended Agreement, and without any further action by either Party, at the earlier of either the opening of the labeled section of publicly maintained street on the Grantor Property or at 11:59 p.m. on December 31, 2027. The Parties mutually agree that no easement granted pursuant to this Amended Agreement will continue beyond December 31, 2027.

The Grantor, and its successors and assigns, shall be responsible for the maintenance of the area within the Access Easement; Provided, however, the Grantor shall not be responsible for repairing any damage that is caused by the willful misconduct or negligent actions of Grantee or its agents, lessees, sublessees, employees, contractors, subcontractors, licensees, invitees, successors, and/or assigns. The Grantee shall be solely responsible for any repair work attributable to the willful misconduct or negligent actions of the Grantee or its agents, lessees, sublessees, employees, contractors, subcontractors, licensees, invitees, successors, and/or assigns.

Section 3. Binding Effect. This Amended Agreement shall be binding upon and inure to the benefit of the Parties and their legal representatives, successors, and assigns. The Grantor covenants with the Grantee that it is seized of the Grantor Property in fee simple and has the right to convey the Access Easement contained herein.

Section 4. Indemnification. The Grantee hereby agrees to indemnify, defend, and hold harmless the Grantor, and its city council members, employees, successors, and assigns, from and against all liabilities, judgments, demands, causes of action, claims, losses, damages, costs, and expenses of whatever nature (i) arising from any negligent act or omission of the Grantee or its contractors, tenants, licensees, invitees, agents, servants, or employees related to their use of the easement granted herein, or (ii) arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law resulting from any act or neglect of the Grantee or its contractors, tenants, licensees, invitees, agents, servants, or employees related to their use of the easement granted herein. This indemnity and hold harmless provision shall include indemnity against all costs, expenses, and liabilities, including reasonable attorneys' fees, incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, and this indemnity shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, the aforementioned indemnity shall not apply to the extent that any liabilities, judgments, demands, causes of action, claims, losses,

damages, costs, and expenses arise from or are caused by the negligence or willful misconduct of any party who is seeking indemnification.

Section 5. **Notice.** All notices, demands, and requests which may or are required to be given shall be in writing and shall be sent by United States certified mail or registered mail, return receipt requested, postage prepaid or by overnight courier, receipt confirmed by recipient, as provided in this Section 5. Such notice shall be deemed given on the date such notice is received or refused. The notice address may only be changed upon the recordation of a separately filed document with the changed notice address. The notice addresses for the parties are printed on the next page. The remainder of this page has been intentionally left blank.

Addressed to Grantor:

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

Addressed to Grantee:

Tanner Investment Properties, LLC
1016 Worth Street
Asheboro, North Carolina 27203-5016
Attn: Dan W. Tanner, II, Member/Manager

Section 6. **Headings.** The headings of the sections contained herein are intended for reference purposes only and shall not be used to interpret the provisions contained herein or the rights granted hereby.

Section 7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Section 8. **Amendments.** This Agreement may be modified, amended, or it may be abrogated or rescinded, in whole or in part, from time to time only when evidenced by a written document executed by Grantor and Grantee, or their successors and assigns.

Section 9. **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of North Carolina.

Section 10. **Entire Agreement.** This instrument contains the entire agreement between the parties, and there are no other terms, conditions, promises, undertakings, statements, or representations, either written or oral or express or implied, concerning the matters addressed in this Agreement.

IN WITNESS WHEREOF, the Parties have each executed this Agreement in duplicate originals.

GRANTOR:

CITY OF ASHEBORO,
a North Carolina municipal corporation

By: _____
Walker B. Moffitt, Mayor Pro Tempore

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, the undersigned Notary Public of _____ County, North Carolina, hereby certify that Holly H. Doerr, who is personally known by me, appeared in person before me this day and acknowledged that she is the City Clerk for the City of Asheboro, a North Carolina municipal corporation, and that, by authority duly given and as the act of the municipal corporation, the foregoing Agreement was voluntarily signed by Mayor Pro Tempore Walker B. Moffitt for the purpose stated therein with Ms. Doerr affixing the municipal corporation’s seal and attesting the Agreement in her capacity as City Clerk for the City of Asheboro.

WITNESS my hand and official seal or notarial stamp, this the _____ day of _____, 2025.

Notary Public’s Signature

NOTARIAL SEAL

Notary Public’s Printed or Typed Name

My commission expires:

IN WITNESS WHEREOF, the Parties have each executed this Agreement in duplicate originals.

GRANTEE:

TANNER INVESTMENT PROPERTIES, LLC,
a North Carolina limited liability company

By: _____
Dan W. Tanner, II, Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, the undersigned Notary Public of _____ County, North Carolina, hereby certify that Dan W. Tanner, II personally appeared before me this day and acknowledged that he is the Member/Manager of Tanner Investment Properties, LLC, a North Carolina limited liability company, and that, by authority duly given and as the act of the limited liability company, he signed the foregoing Agreement in the limited liability company’s name and on its behalf as its act and deed.

WITNESS my hand and official stamp or notarial seal, this the _____ day of _____, 2025.

Notary Public’s Signature

NOTARIAL SEAL

Notary Public’s Printed or Typed Name

My commission expires:

(b) The advertising of the intent of the city council to lease space for electronic communications equipment on the city-owned elevated water tank located along North Carolina Highway 49 South

Mr. Sugg asked the council to authorize city staff to advertise the intent of the city council to lease space to New Cingular Wireless PCS, LLC for electronic communications equipment on the city-owned elevated water tank located along North Carolina Highway 49 South. Council Member Heath moved, and Council Member Swiers seconded the motion to authorize city council to authorize the intent of leasing space for electronic communications equipment. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. There were no dissenting votes.

(c) The advertising of the city council to continue to lease hangar space at the Asheboro Regional Airport to the Civil Air Patrol

Mr. Sugg asked the council to authorize city staff to advertise the intent of the city council to continue to lease hangar space at the Asheboro Regional Airport to the Civil Air Patrol. Council Member Burks moved, and Council Member Swiers seconded the motion to authorize city staff to advertise the intent of the city council to continue to lease hangar space at the Asheboro Regional Airport. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. There were no dissenting votes.

(d) The acquisition of a parcel of land (Randolph County Parcel Identification Number 7762102823) near the City of Asheboro Public Works Facility

(i) Request for authorization for city officials to execute a Purchase Agreement

Mr. Sugg presented, for council's consideration, an agreement of purchase and sale for the acquisition of property located near the City of Asheboro Public Works Facility. The property to be purchased contains approximately 38,358 square feet of land lying on the southwest side of East Allred Street.

Council Member Heath moved, and Council Member Burks seconded the motion to authorize city officials to execute the following purchase agreement. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. There were no dissenting votes.

[The remainder of this page was intentionally left blank.]

STATE OF NORTH CAROLINA

AGREEMENT OF
PURCHASE AND SALE

COUNTY OF RANDOLPH

Seller: **Jimmy Wayne Presnell, Trustee of
The Jimmy Wayne Presnell Family Trust
(a 1/2 undivided interest)**

**Asheland Farms, LLC,
a North Carolina limited liability company
(a 1/2 undivided interest)**

Buyer: **City of Asheboro, a North Carolina municipal corporation**

THIS AGREEMENT OF PURCHASE AND SALE (the “**Agreement**”) is made and entered into by and between the above-identified Seller and Buyer as of the date of the last signature affixed hereto (the “**Effective Date**”).

WITNESSETH

Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Property (as defined in Article I below) on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1 – PROPERTY

Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the following:

1.1. Land. The real property with a gross land area of 38,358 square feet, more or less, identified by Randolph County Parcel Identification Number 7762102823 and lying on the southwest side of East Allred Street (North Carolina Secondary Road 2182) that was acquired by the Seller by means of a North Carolina General Warranty Deed recorded in the Office of the Register of Deeds for Randolph County, North Carolina (the “**Randolph County Registry**”) in Book of Record 2963, Page 832 and shown on a plat of survey titled “Survey For: Asheland Farms, LLC & Jimmy Wayne Presnell” and recorded in Plat Book 193, Page 41, Randolph County Registry (the real property described in this Paragraph 1.1 shall be referred to as the “**Land**”); and

1.2 Appurtenances. Without representation or warranty, all of Seller’s right, title and interest in and to all rights, privileges and easements appurtenant to and for the benefit of the Land of Seller (all of which are collectively referred to as the “**Appurtenances**”).

The Land and Appurtenances described in Paragraphs 1.1 and 1.2 above are hereinafter collectively referred to as the “**Property**.”

ARTICLE 2 – PURCHASE PRICE

2.1 Purchase Price. The purchase price (the "**Purchase Price**") to be paid for the Property shall be Seventy-Five Thousand and no/100 Dollars (\$75,000.00). The Purchase Price shall be payable to Seller at Closing.

ARTICLE 3 – INSPECTIONS

3.1 Inspection Period. Buyer and its agents, contractors, engineers, surveyors, attorneys, advisors, consultants, and employees ("**Buyer's Agents**") shall have from the Effective Date through November 7, 2025, to study and inspect the Property (the "**Inspection Period**"). At any time prior to 5:00 p.m., eastern time, on the last day of the Inspection Period, Buyer may terminate this Agreement for any reason or no reason by delivering to Seller written notice of such termination. Failure of Buyer to provide timely notice of termination of this Agreement prior to the expiration of the Inspection Period shall be deemed a commitment by Buyer to proceed to Closing.

Buyer will promptly restore any damage to the Property that may have been caused as a result of Buyer or Buyer's Agents accessing the Property and conducting the inspections or studies contemplated hereunder. Notwithstanding anything set forth herein to the contrary, the restoration obligations of Buyer in this Paragraph shall survive Closing or the earlier termination, for any reason, of this Agreement.

3.2 Notice of Objections. In the event Buyer disapproves of any matters discovered during the Inspection Period, Buyer shall deliver written notice thereof to Seller prior to the expiration of the Inspection Period. Any title or survey matters not so disapproved by Buyer in writing by said date shall be deemed Permitted Exceptions (as defined below) and shall be deemed approved. In the event of Buyer's disapproval of a matter discovered during the Inspection Period, Seller shall have ten (10) days after receipt of Buyer's objections to give Buyer notice either that (i) Seller will remove or otherwise cure any objections at or before the Closing Date, or (ii) Seller elects not to cause such objections to be cured. In the event that Seller fails to provide such written notice of its election to proceed under either clause (i) or (ii) above, Seller shall be deemed to have elected clause (ii) above. If Seller gives Buyer notice under clause (ii) or is deemed to have elected clause (ii), Buyer shall have until the expiration of the Inspection Period to terminate this Agreement. If Buyer fails to give Seller notice of its intention to terminate this Agreement by the expiration of the Inspection Period, Buyer shall be deemed to have elected to proceed with the transaction and waived the noted objections, which shall become Permitted Exceptions.

Notwithstanding the foregoing, each financial encumbrance of record against the title to the Property caused or permitted to be placed on the Property by, through, or under Seller, such as a deed of trust or other debt security, attachment, judgment, lien for delinquent taxes, mechanic or materialmen's lien, and each other lien or encumbrance of a definite or ascertainable amount which may be removed by the payment of a sum certain, shall be cured by the Seller and removed from the public record or satisfied on or before the Closing Date.

Permitted Exceptions shall be defined as (a) all presently existing and future liens for unpaid real estate taxes not due and payable as of the Closing Date, subject to adjustment as hereinafter provided; (b) all present and future zoning, building, environmental, and other laws, ordinances, codes, restrictions, and regulations of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, all zoning variances and special exceptions, if any; or (c) matters created by, through, or under Buyer.

ARTICLE 4 – TRANSFER OF TITLE

4.1 Title to the Property. Title to the Property, subject to the Permitted Exceptions and those exceptions accepted or waived by Buyer pursuant to the Agreement, shall be transferred by Seller to Buyer on the Closing Date by North Carolina General Warranty Deed ("Deed").

ARTICLE 5 – CLOSING

5.1 Closing. The purchase and sale contemplated by this Agreement shall be consummated at a Closing conducted at a time and place reasonably and mutually agreed upon by Buyer and Seller on or before December 31, 2025 (the “**Closing Date**”).

Expenses of the Closing and other items shall be charged or credited, as the case may be, to Seller and Buyer as provided in this Agreement. The Closing shall be completed upon the recordation of the Deed and the payment of the Purchase Price to Seller. On or before the Closing Date, Buyer and Seller each shall sign and deliver at Closing the following funds and documents:

- (a) Seller shall execute and deposit with the closing agent (i) the duly executed and acknowledged Deed; (ii) 1099 form; (iii) the applicable NCLTA form owner’s affidavit; and (iv) reasonable and customary evidence satisfactory to the Title Company of Seller’s authority to enter into and perform under this Agreement;
- (b) Buyer shall deliver in good funds the Purchase Price and such documentation reasonably required by the Title Company; and
- (c) Buyer and Seller shall jointly execute and deliver a closing statement and any other documents reasonably necessary to facilitate the Closing as agreed to by Buyer and Seller.

ARTICLE 6 – REMEDIES AND ADDITIONAL COVENANTS

6.1 Remedies for Buyer’s Default. In the event of Buyer's default under this Agreement, Seller may declare this Agreement terminated.

6.2 Remedies for Seller’s Default. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller’s default hereunder, Buyer (i) may declare this Agreement terminated; or (ii) shall have the right to seek specific performance of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Buyer agrees that its recourse against Seller under this Agreement or under any other agreement, document, certificate, or instrument delivered by Seller to Buyer, or under any law applicable to the Property or this transaction, shall be strictly limited to Seller's interest in the Property (or, upon consummation of the transaction contemplated hereunder, to the net proceeds of the sale thereof actually received by Seller), and that in no event shall Buyer seek or obtain any recovery or judgment against any of Seller's other assets (if any) or against any of Seller's members, partners, or shareholders, as the case may be (or their constituent members, partners, or shareholders, as the case may be) or any director, officer, employee, or shareholder of any of the foregoing.

6.3 Delivery of Materials. Notwithstanding anything contained in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, then Buyer shall promptly deliver to Seller all Property information provided to Buyer by Seller. The obligations of Buyer under this Paragraph 6.3 shall survive any termination of this Agreement.

ARTICLE 7 – PRORATIONS AND COSTS

7.1 Prorations. Property taxes shall be prorated on a calendar year basis as of the Closing Date.

7.2 Costs. Buyer shall pay all costs of its inspections, due diligence, the cost of Buyer’s title policy, the costs associated with the recording of the Deed, and the settlement or closing fee. Seller shall pay for deed preparation and revenue stamps or transfer tax. Each party shall pay its own attorneys’ fees.

ARTICLE 8 – MISCELLANEOUS

8.1 Notices. Any and all notices or other communications required or permitted to be given under this Agreement, or by law, shall be in writing and either (i) personally delivered, (ii) sent for overnight delivery by nationally recognized overnight courier service that provides receipted delivery service, delivery charges prepaid, return receipt requested, or (iii) by email, in which case notice shall be deemed delivered upon completion of transmission, or if transmission is completed after 5:00 p.m. eastern time or on a day other than a Business Day, on the next succeeding Business Day, provided that receipt is confirmed, addressed to the following addresses:

If to Seller: Jimmy Wayne Presnell, Trustee
Asheland Farms, LLC
P.O. Box 2445
Asheboro, NC 27204
Attention: General Manager
Telephone: (336) 953-4661
taylor@parttimeattorney.net

If to Buyer: City of Asheboro
146 N. Church Street
P.O. Box 1106
Asheboro, NC 27204-1106
Attention: City Manager
Telephone: (336) 626-1201, Extension 2313
dduncan@ci.asheboro.nc.us

Notice shall be deemed to have been given upon the date of delivery (or the date of refusal to accept delivery, as the case may be) to the addresses stated herein or to such other address as either party may from time to time specify in writing to the other in the manner aforesaid.

8.2 Construction. The parties acknowledge that each party has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

8.3 Governing Law. This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of North Carolina.

8.4 Entire Agreement. When executed, this Agreement and all documents specifically contemplated by this Agreement contain the entire understanding of the parties and supersede any and all other written or oral understanding.

8.5 Modifications. This Agreement may not be modified except by the written agreement of the parties.

8.6 Gender and Number. Words of any gender used in this Agreement will be construed to include any other gender and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise.

8.7 Captions. The captions used in connection with the Articles, Paragraphs, and Subsections of this Agreement are for convenience only and will not be deemed to expand or limit the meaning of the language of this Agreement.

8.8 Counterparts. This Agreement may be executed in multiple counterparts which shall together constitute a single document. However, this Agreement shall not be

effective unless and until all counterpart signatures have been obtained. A facsimile transmission of an original signature shall be binding hereunder.

8.9 Time of Essence. Time is important to both Seller and Buyer in the performance of this Agreement, and both parties have agreed that time is of the essence with respect to any date set out in this Agreement.

8.10 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date of the last signature set forth below.

SELLER:

**JIMMY WAYNE PRESNELL, TRUSTEE OF
THE JIMMY WAYNE PRESNELL FAMILY TRUST**

By: _____
Jimmy Wayne Presnell, Trustee

Date: _____

**ASHELAND FARMS, LLC,
A NORTH CAROLINA LIMITED LIABILITY COMPANY**

By: _____
Taylor Brooks Callicutt, General Manager

Date: _____

BUYER:

**CITY OF ASHEBORO,
A NORTH CAROLINA MUNICIPAL CORPORATION**

By: _____
Walker B. Moffitt, Mayor Pro Tempore

Date: _____

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

Deborah P. Reaves, Finance Officer

- (ii) Approval of an ordinance amending the General Fund to account for the proposed land transaction

Finance Director Deborah Reaves 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 ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. There were no dissenting votes.

44 ORD 10-25

ORDINANCE TO AMEND THE GENERAL FUND
FY 2025-2026

WHEREAS, the City of Asheboro has an opportunity to purchase land, identified as PIN 7762102823, on E. Allred Street in proximity to the City of Asheboro Public Works facility.

WHEREAS, the City of Asheboro desires to appropriate \$77,000 from the General Fund Balance for this purpose.

WHEREAS, the City of Asheboro desires to amend the 2025-2026 General Fund operating budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

WHEREAS, the City of Asheboro desires to be following 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 are increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-000-399.0000	Fund Balance Allocation	77,000

That the following expense line items are increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-550-571.0000	Land Purchase	77,000

Adopted this on the 9th day of October 2025.

/s/Walker B. Moffitt
Walker B. Moffitt, Mayor Pro Tempore

ATTEST:

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

14. Upcoming Events and Items Not on the Agenda (Formerly Agenda Item 13)

Mayor Pro Tempore Moffitt led a brief discussion of upcoming events within the city government and the community in general. No formal action was taken by the council members during this portion of the meeting.

15. Closed Session (Formerly Agenda Item 14)

Council Member Bell moved, and Council Member Burks seconded the motion to go into closed session to consult with the city attorney about lawsuits involving Greensboro, Reidsville, the North Carolina Department of Environmental Quality, Indorama Ventures USA, LLC, Starpet Inc., Cape Fear River Watch, and Haw River Assembly. Council Members Bell, Burks, Heath, McCaskill, Moffitt and Swiers voted aye. There were no dissenting votes.

16. Return to Open Session (Formerly Agenda Item 15)

At approximately 11:55 p.m., the council returned to open session.

There being no further business, the meeting was adjourned at 11:57 p.m.

<u>/s/Holly H. Doerr</u>	<u>/s/Walker B. Moffitt</u>
Holly H. Doerr, CMC, NCCMC, City Clerk	Walker B. Moffitt, Mayor Pro Tempore