

REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, DECEMBER 4, 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:

David H. Smith) – Mayor Presiding

Clark R. Bell)
Edward J. Burks)
Kelly L. Heath)
William N. McCaskill) – Councilmembers Present
Walker B. Moffitt)
Charles A. Swiers)
W. Joseph Trogdon, Jr.)

Donald E. Duncan, Jr., City Manager
Robert L. Brown, Jr., Chief of Police
Jimmy L. Cagle, Jr., Facilities Maintenance Director
Alyssa R. Chapuis, Public Information Officer
Timothy E. Cockman, Fire Chief
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
John L. Evans, Community Development Director
Michael L. Leonard, PE, City Engineer
Nathanial W. Marsh, Grant Writer
Deborah P. Reaves, Finance Director
Michael D. Rhoney, PE, Water Resources Director
Jeffrey C. Sugg, City Attorney

- I. Pre-Organizational Phase of the Meeting**
- 1. Call to Order**
- A quorum thus being present, Mayor Smith called the meeting to order for the transaction of business, and business was transacted as follows.
- 2. Moment of Silent Prayer and Pledge of Allegiance**
- After a moment of silence was observed in order to allow for private prayer and meditation, Mayor Smith asked everyone to stand and recite the pledge of allegiance.
- 3. Blue Comet Youth Football Program**
- Ben Hughes, Athletic Director with the Blue Comet Youth Football Program, reported on the program’s successful season and the positive impact of the program. Mr. Hughes expressed his appreciation to the city council for its support of the program.
- 4. Public Comment Period**
- Mayor Smith opened the floor for comments from the public.
- James Armstrong congratulated the outgoing councilmembers and wished them well.
- There being no further comments from the public, Mayor Smith closed the public comment period.

5. Consent Agenda

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

(a) Approval of the City Council Meeting Minutes for November 6, 2025

The meeting minutes for the city council's regular meeting on November 6, 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) Acknowledgement of the Receipt of the Meeting Minutes for the Asheboro ABC Board Meetings Held on October 7, 2025 and November 4, 2025

The meeting minutes for the above-listed Asheboro ABC Board meetings were received and distributed to the elected officials. The documents have been filed in the city clerk's office.

(c) Acknowledgement of the Receipt of the Monthly Report Detailing a Major Subdivision Administratively Approved

Final Plat for Cler Creek (formerly Cane Creek) Townhomes on East Allred Street was approved.

(d) Approval of the Reappointment of Van Rich to a 5-year Term of Office on the City of Asheboro Planning Board (January 1, 2026, to January 1, 2031)

With the approval of the consent agenda, the city council approved the reappointment of Van Rich to a 5-year term of office on the City of Asheboro Planning Board beginning January 1, 2026.

(e) Acknowledgement of the Receipt from the Planning and Zoning Director of Certification that the Final Decision Document for Land Use File/Case Number SUP-25-03 Has Been Served

The certificate of service pertaining to the final decision document for land use file/case number SUP-25-03 was received and distributed to the elected officials. The document has been filed in the city clerk's office.

(f) Approval of an Ordinance Adopting an Amended Parking Plan for North Randolph Avenue

ORDINANCE NUMBER 46 ORD 12-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

ORDINANCE ADOPTING AN AMENDED PARKING PLAN FOR NORTH RANDOLPH AVENUE

WHEREAS, Section 160A-296 of the North Carolina General Statutes provides that a city shall have general authority and control over all public streets, sidewalks, alleys, bridges, and other ways of public passage within its corporate limits; and

WHEREAS, Section 160A-301(a) of the North Carolina General Statutes provides that the "city may by ordinance regulate, restrict, and prohibit the parking of vehicles on the public streets, alleys, and bridges within the city;" and

WHEREAS, Section 71.06(A) of the Code of Asheboro provides, in part, that on “any street which is marked off with lines indicating the parking spaces for vehicles, vehicles shall be parked between such lines;” and

WHEREAS, North Randolph Avenue is a city-maintained street; and

WHEREAS, during a regular meeting on August 7, 2025, and based on citizens appearing before the city council to express concerns about on-street parking conditions on North Randolph Avenue, the Asheboro City Council approved, by adopting Ordinance Number 34 ORD 8-25, a parking plan for North Randolph Avenue; and

WHEREAS, since August 7, 2025, additional citizen feedback has been received about the need for further revisions to the traffic control measures for North Randolph Avenue; and

WHEREAS, after evaluating the supplemental information provided by citizens, the city’s professional staff has recommended removing the previously adopted time restrictions and, instead, prohibiting parking that blocks private driveways and prohibiting parking on both sides of North Randolph Avenue for a distance of 175 feet from the intersection of North Randolph Avenue with East Salisbury Street; and

WHEREAS, in accordance with the staff recommendation, city engineering department personnel have prepared an amended diagram titled “Parking Plan for N. Randolph Avenue” to serve as the new official on-street parking plan for this street; and

WHEREAS, the diagram described in the immediately preceding paragraph is attached to this Ordinance as EXHIBIT 1 and is incorporated into this instrument by reference as if copied fully herein (the parking plan proposed for adoption by the Asheboro City Council and shown on the attached diagram will be hereinafter referred to as the “December 2025 N. Randolph Avenue Parking Plan”); and

WHEREAS, the Asheboro City Council concurs with the recommendation submitted by city staff members.

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

Section 1. The December 2025 N. Randolph Avenue Parking Plan attached to this Ordinance as EXHIBIT 1 is hereby approved and adopted, without modification, as the city’s official on-street parking plan for North Randolph Avenue.

Section 2. The city manager is hereby directed to cause the public street areas shown on the adopted December 2025 N. Randolph Avenue Parking Plan to be posted with signage and otherwise marked in accordance with the applicable laws and generally accepted industry standards so as to fully implement the amended parking plan approved by this Ordinance.

Section 3. As shown on the attached exhibit, on-street parking on North Randolph Avenue is prohibited at any location other than within the lines for marked parking spaces shown by the adopted parking plan.

Section 4. All ordinances and clauses of ordinances in conflict with this Ordinance, specifically including without limitation Asheboro City Council Ordinance Number 34 ORD 8-25, are hereby repealed.

Section 5. The question of the establishment of a new on-street parking plan for North Randolph Avenue was first voted on during the regular city council meeting on July 10, 2025, and a second vote occurred during the regular city council meeting on August 7, 2025. This Ordinance shall take effect and be in force from and after December 15, 2025.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting on December 4, 2025.

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

ATTEST:

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

[The above-referenced EXHIBIT 1 is on file in the city engineering department and in the city clerk's office.]

- (g) **Authorization for City Officials to Execute the Great Trails State Program Grant Funding Agreement to Complete Preliminary Engineering and Design for the Proposed North Asheboro Greenway**
- (h) **Approval of the Final Decision Document for Land Use Case Number SUP-25-04**

Case No. SUP-25-04
Final Decision Document
City Council of the City of Asheboro, North Carolina

**IN THE MATTER OF AN APPLICATION FOR A SPECIAL USE PERMIT
AUTHORIZING COMBUSTIBLE & FLAMMABLE LIQUID STORAGE,
ABOVE GROUND > 100,000 GALLONS AGGREGATE**

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING THE
REQUESTED SPECIAL USE PERMIT**

THIS SPECIAL USE PERMIT APPLICATION was brought before the City Council of the City of Asheboro (the "City Council") for a quasi-judicial hearing that was conducted during a regular meeting on October 9, 2025. After receiving documentary evidence and sworn testimony presented during the quasi-judicial hearing, the City Council, on the basis of competent, material, and substantial evidence, hereby enters the following:

FINDINGS OF FACT

1. A commercial real estate broker at RE/MAX Central Realty in Asheboro, H.R. Gallimore, CCIM, applied on behalf of his client for a special use permit ("SUP") to authorize a land use identified by the City of Asheboro Zoning Ordinance (the "AZO") as Combustible & Flammable Liquid Storage, Above Ground > 100,000 Gallons Aggregate.
2. The application indicates that the requested authorization is for "distribution propane tanks." The site plan shows three tanks that contain up to 34,140 gallons each, totaling 102,420 gallons. The number of gallons proposed for the contemplated land use requires the issuance of the requested SUP.
3. City of Asheboro Community Development Division personnel received, on August 12, 2025, the application paperwork prescribed by the AZO for the requested SUP.
4. The land for which the propane tanks are proposed (the "Zoning Lot") is currently undeveloped and is located along New Century Drive. The Zoning Lot is a portion of a parcel of land (Randolph County Parcel Identification Number 7659283217) owned by Hodge Grocery, LLC. The Zoning Lot consists of approximately 1.492 acres out of a total original parcel of 2.9 acres, more or less. A minor subdivision plat showing the Zoning Lot has recently been filed, but a new parcel identification number has not been assigned as of the date of the quasi-judicial hearing for this SUP application.
5. The above-referenced SUP application form contains the signature of William Hodge, who is an authorized signatory for the current owner of the Zoning Lot.

6. The applicant seeking the SUP is Holtzman Corporation, and an authorized representative, Tim Rhodes, appeared on behalf of Holtzman Corporation. Mr. Rhodes and H.R. Gallimore were placed under oath and provided testimony about the use proposed for the Zoning Lot.

7. Community Development Director John Evans was also placed under oath and presented the following information from the written city staff report that was submitted and discussed during the hearing:

- (A) The distribution propane tanks proposed for the Zoning Lot comply with setback requirements and are located outside of a 30-foot City of Asheboro water and sanitary sewer line easement;
- (B) The adjoining properties are zoned industrial and, therefore, buffering is not required. Front yard landscaping along New Century Drive (one tree per 20 linear feet) and the retention of existing vegetation along I-73/74 in compliance with the I-73/74 Overlay District landscaping requirements have been proposed in order to comply with the AZO;
- (C) The site plan indicates that no employees will regularly be located on the site. Therefore, paved off-street parking is not required;
- (D) The area in which the Zoning Lot is located is characterized by industrial, professional services, and public (governmental, utility) uses;
- (E) The Zoning Lot is accessible to I-73/74 via New Century Drive and McDowell Road. No residentially zoned properties are located between the Zoning Lot and the interchange to I-73/74, which is designated as a freeway;
- (F) The Zoning Lot is located in an I2 General Industrial zoning district. The proposed land use is permitted in this zoning district;
- (G) The Growth Strategy Map indicates that the Zoning Lot is in a primary growth area, and the Proposed LDP Map designates the area as an employment center; and
- (H) The applicant has submitted a site plan for the proposed land use that is compliant with the AZO.

8. No evidence presented during the hearing on this matter challenged the compliance of the SUP request with the applicable provisions of the AZO.

9. Mr. H.R. Gallimore, CCIM has over 17 years of experience as a commercial realtor, and he provided sworn expert testimony during the hearing of this matter. In Mr. Gallimore's professional opinion, the proposed land use is in harmony with the surrounding properties and will not have a negative impact on the value of adjoining properties. No testimony was offered in opposition to this expert opinion.

10. No testimony of any kind was offered in opposition to the requested SUP.

11. AZO Section 2.03(B)(2)((b) provides, in pertinent part, the City Council must find that the following general standards have been met by an applicant for approval of a SUP to be granted.

- (i) *That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.*
- (ii) *That the use meets all required conditions and specifications.*
- (iii) *That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity.*

- (iv) *That the location and character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located and in general conformity with the plan of development of Asheboro and its environs.*

Based on the foregoing findings of fact, the City Council hereby enters the following:

CONCLUSIONS OF LAW

1. When an applicant has produced competent, material, and substantial evidence tending to establish the existence of the facts and conditions required by the AZO for the issuance of a SUP, prima facie the applicant is entitled to the permit. A denial of the permit has to be based upon findings contra that are supported by competent, substantial, and material evidence appearing in the record.

2. In this case, the applicant has properly applied for an SUP authorizing the proposed land use. All aspects of the application are compliant with the AZO.

3. On the basis of the evidence presented during the hearing, the City Council has concluded that the proposed use meets the standards for issuing the requested SUP. More specifically, the proposed use will not materially endanger public health or safety; meets all required conditions and specifications of the AZO; will not substantially injure the value of adjoining or abutting property; and will be in harmony with the area in which it is to be located and is in general conformity with Asheboro's plan of development.

4. The applicant is entitled to the requested SUP.

Based on the above-recited findings of fact and conclusions of law, the City Council hereby enters the following:

ORDER

The requested SUP is hereby issued to the applicant to conduct on the Zoning Lot the land use identified as Combustible & Flammable Liquid Storage, Above Ground > 100,000 Gallons Aggregate. This SUP shall be valid so long as, and only so long as, the applicant and the applicant's heirs, successors, and assigns develop and conduct the approved land use in compliance with the provisions of the Asheboro Zoning Ordinance, the approved site plan, and the following supplementary conditions, which were agreed to by the applicant's authorized representative during the quasi-judicial hearing:

- (A) Land use activities that do not require a SUP are permitted to the full extent permitted by the AZO and shall not be deemed to be a modification requiring the issuance of a new SUP; and
- (B) 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; and
- (ii) The final decision document authorizing the requested SUP must be approved by the City Council.

The foregoing final decision document was adopted by the Asheboro City Council in an open session during a regular meeting held on December 4, 2025.

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

ATTEST:

/s/Holly H. Doerr

Holly H. Doerr, CMC, NCCMC, City Clerk

(i) **Approval of an Ordinance Setting the Asheboro City Council’s
Schedule of Regular Meetings During the 2026 Calendar Year**

ORDINANCE NUMBER 47 ORD 12-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**ORDINANCE SETTING THE TIME AND DATES FOR REGULAR MEETINGS OF
THE ASHEBORO CITY COUNCIL DURING
THE 2026 CALENDAR YEAR**

WHEREAS, Section 31.04(A) of the Code of Asheboro provides that the “City Council shall hold a regular meeting on Thursday after the first Monday of each month;” and

WHEREAS, the Asheboro City Council has concluded that its regular meetings in 2026 should continue to follow the procedure, which was previously adopted on December 5, 2024, of beginning at 6:00 p.m.

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

Section 1. During the 2026 calendar year, and subject to any notices to the contrary issued in accordance with the applicable statutes and ordinances, regular meetings of the Asheboro City Council will begin at 6:00 p.m. on the dates listed herein and will be held in the Council Chamber, which is located on the second floor in Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203.

Section 2. For purposes of clarity, the Asheboro City Council’s schedule for regular meetings during the 2026 calendar year is printed below.

<u>Month</u>	<u>Meeting Date</u>
January	8 th
February	5 th
March	5 th
April	9 th
May	7 th
June	4 th
July	9 th
August	6 th
September	10 th
October	8 th
November	5 th
December	10 th

Section 3. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed to the extent of any conflict with the intent of the Asheboro City Council to hold its regular meetings in accordance with the schedule found in Section 2 of this Ordinance. The provisions of Section 31.04 of the Code of Asheboro shall remain in full force and effect.

Section 4. This Ordinance shall become effective upon adoption and shall sunset at midnight on December 31, 2026.

This Ordinance was adopted in open session during a regular meeting of the Asheboro City Council held on December 4, 2025.

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

ATTEST:

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

- (j) **Approval of an Ordinance to Amend the Water and Sewer Fund to Account for Professional Services Related to a PFAS Evaluation and Assessment Study**

48 ORD 12-25

**ORDINANCE TO AMEND
THE WATER AND SEWER FUND
FY 2025-2026**

WHEREAS, the City of Asheboro approved the execution of a Professional Services Agreement for a PFAS Evaluation and Assessment Study for the W.L. Brown Water Treatment Plant at the October 9, 2025 Council Meeting.

WHEREAS, the cost for the services is \$498,884.

WHEREAS The City Council of the City of Asheboro desires to amend the budget as required by law to adjust for changes in expenditures in comparison to the current fiscal year adopted budget.

WHEREAS the City Council of the City of Asheboro wants to follow 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>Description</u>	<u>Increase</u>
30-000-399.0000	Fund Balance Allocation	\$498,884

That the following expense line item increased:

<u>Account #</u>	<u>Description</u>	<u>Increase</u>
30-820-522.0000	Professional Services	\$498,884

Adopted the 4th day of December 2025.

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

ATTEST:

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

(k) Approval of a Temporary Street Closure Order for a Christmas Event at 113 North Street [9:00 A.M. TO 2:00 P.M. on December 13, 2025]

The temporary closure order for a Christmas Event located at 113 North Street will occur at 9:00 a.m. until 2:00 p.m. on December 13, 2025. The Zoo City Social District Ordinance Provisions are not impacted.

(l) Acknowledgement of the Receipt from the Randolph County Board of Elections of the Results of the Municipal Election Held on November 4, 2025

The results of the municipal election held on November 4, 2025 were received. The document has been filed in the city clerk's office.

(m) Adoption of a Resolution Accepting the Resignation of Councilmember W. Joseph Trogdon, Jr. From His Seat on the Asheboro City Council

RESOLUTION NUMBER 47 RES 12-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION ACCEPTING THE RESIGNATION OF COUNCILMEMBER W. JOSEPH TROGDON, JR.

WHEREAS, Councilmember W. Joseph Trogdon, Jr. was elected during the municipal elections in November 2023 to the Office of City of Asheboro Councilmember and began serving a four-year term of office after taking the oath of office during a regular Asheboro City Council meeting on December 7, 2023; and

WHEREAS, during the 2025 municipal elections, W. Joseph Trogdon, Jr. was a successful candidate for Mayor of the City of Asheboro; and

WHEREAS, prior to the regular Asheboro City Council meeting on December 4, 2025, W. Joseph Trogdon, Jr. submitted to the Asheboro City Clerk his written notice of resignation from the Office of City of Asheboro Councilmember; and

WHEREAS, this notice of resignation had a stated effective date of December 4, 2025, at the conclusion of the last business item to be conducted as part of the pre-organizational phase of the council meeting; and

WHEREAS, the Asheboro City Council has concluded that it is advisable to formally accept this resignation prior to the administration of the mayoral oath of office to W. Joseph Trogdon, Jr.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the resignation of Councilmember W. Joseph Trogon, Jr., effective at the conclusion of the last business item on the meeting agenda for the pre-organizational phase of the regular meeting on December 4, 2025, is hereby accepted.

**This Resolution was adopted in open session during a regular meeting of the
Asheboro City Council held on December 4, 2025.**

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

ATTEST:

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

Administration of Oaths of Office

City Clerk Holly H. Doerr administered the oaths of office for the following councilmembers.

6. Oath of Office for Councilmember Phillip R. Cheek

OATH OF COUNCILMEMBER

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

I, Phillip Ray Cheek, do solemnly and sincerely swear that I will support, maintain, and defend the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain, and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge, skill, and ability; and that I will faithfully discharge and perform the duties of my office as Councilmember for the City of Asheboro, so help me God.

/s/Phillip Ray Cheek
Phillip Ray Cheek

Sworn to and subscribed before me this 4th day of December, 2025.

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

7. Oath of Office for Councilmember Kelly L. Heath

OATH OF COUNCILMEMBER

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

I, Kelly Lauren Heath, do solemnly and sincerely swear that I will support, maintain, and defend the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities

which are or may be established for the government thereof; that I will endeavor to support, maintain, and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge, skill, and ability; and that I will faithfully discharge and perform the duties of my office as Councilmember for the City of Asheboro, so help me God.

/s/Kelly Lauren Heath
Kelly Lauren Heath

Sworn to and subscribed before me this 4th day of December, 2025.

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

8. Oath of Office for Mary Joan M. Pugh

OATH OF COUNCILMEMBER

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

I, Mary Joan Manley Pugh, do solemnly and sincerely swear that I will support, maintain, and defend the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain, and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge, skill, and ability; and that I will faithfully discharge and perform the duties of my office as Councilmember for the City of Asheboro, so help me God.

/s/Mary Joan Manley Pugh
Mary Joan Manley Pugh

Sworn to and subscribed before me this 4th day of December, 2025.

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

9. Oath of Office for Phillip W. Skeen

OATH OF COUNCILMEMBER

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

I, Phillip Wayne Skeen, do solemnly and sincerely swear that I will support, maintain, and defend the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain, and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge, skill, and ability; and that I will faithfully discharge and perform the duties of my office as Councilmember for the City of Asheboro, so help me God.

_____/s/Phillip Wayne Skeen_____
Phillip Wayne Skeen

Sworn to and subscribed before me this 4th day of December, 2025.

_____/s/Holly H. Doerr_____
Holly H. Doerr
City Clerk

10. Oath of Office for Mayor William Joseph Trogdon, Jr.

OATH OF MAYOR

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

I, William Joseph Trogdon, Jr., do solemnly and sincerely swear that I will support, maintain, and defend the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain, and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge, skill, and ability; and that I will faithfully discharge and perform the duties of my office as Mayor for the City of Asheboro, so help me God.

_____/s/William Joseph Trogdon, Jr._____
William Joseph Trogdon, Jr.

Sworn to and subscribed before me this 4th day of December, 2025.

_____/s/Holly H. Doerr_____
Holly H. Doerr
City Clerk

Organizational Phase of the Meeting

**REGULAR MEETING
NEWLY ORGANIZED ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, DECEMBER 4, 2025**

W. Joseph Trogdon, Jr.	) – Mayor Presiding
Edward J. Burks	)
Phillip R. Cheek	)
Kelly L. Heath	) – Councilmembers Present
Mary Joan M. Pugh	)
Charles A. Swiers	)
Phillip W. Skeen	)

Donald E. Duncan, Jr., City Manager

Robert L. Brown, Jr., Chief of Police
Jimmy L. Cagle, Jr., Facilities Maintenance Director
Alyssa R. Chapuis, Public Information Officer
Timothy E. Cockman, Fire Chief
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
John L. Evans, Community Development Director
Michael L. Leonard, PE, City Engineer
Nathanial W. Marsh, Grant Writer
Deborah P. Reaves, Finance Director
Michael D. Rhoney, PE, Water Resources Director
Jeffrey C. Sugg, City Attorney

11. Ratification of Resolutions of Appreciation

Councilmember Pugh moved, and Councilmember Heath seconded the motion to ratify the following resolutions. Councilmembers Burks, Cheek, Heath, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes

(a) Resolution for Mayor David H. Smith

RESOLUTION NUMBER 48 RES 12-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION OF APPRECIATION

DAVID HOWELL SMITH

48 YEARS OF SERVICE

WHEREAS; IN 1953 **DAVID HOWELL SMITH** MOVED TO ASHEBORO, N.C. AT THE TENDER AGE OF TWO MONTHS. HIS FATHER, PAUL SMITH ACCEPTED A POSITION IN HUMAN RESOURCES WITH BURLINGTON MILLS. DAVID ENTERED THE WORLD FIGHTING. BORN WITH A CLEFT PALATE AND CONTRACTED SPINAL MENINGITIS FROM POOR HOSPITAL HYGIENE STANDARDS. DOCTORS TOLD HIS PARENTS HE HAD A SLIM CHANCE OF SURVIVAL, IF HE SHOULD SURVIVE, HE MAY NEVER WALK. DAVID OVERCAME THOSE CHALLENGES. HIS FATHER OFTEN TOLD HIM *“HE MUST HAVE BEEN SAVED FOR SOMETHING SPECIAL”*; AND

WHEREAS; DAVID HAS LIVED HIS ENTIRE LIFE IN ASHEBORO, WITH EXCEPTION OF HIS TIME AT APPALACHIAN STATE UNIVERSITY, WHERE HE EARNED A DEGREE IN BUSINESS. UPON HIS RETURN, CIVIC ENGAGEMENT BECAME A CORNERSTONE OF HIS LIFE. BEGINNING HIS SERVICE IN 1977 AS A MEMBER OF ASHEBORO KIWANIS, HE WAS INSTRUMENTAL IN ORGANIZING KIWANIS ANNUAL PANCAKE DAYS SERVING MORE THAN 6,000 RESIDENTS. HE SERVED AS PRESIDENT OF THE CLUB IN 1991 AND LIEUTENANT GOVERNOR OF DISTRICT 8 IN 1994. HIS DEDICATION EARNED HIM THE PRESTIGIOUS HIXSON FELLOWSHIP FROM KIWANIS INTERNATIONAL IN 1997, FOR WHICH THE CLUB PRESENTED HIM WITH A LIFETIME MEMBERSHIP; AND

WHEREAS; DAVID IS A MEMBER OF FIRST UNITED METHODIST CHURCH, A COUNSELOR FOR METHODIST YOUTH FELLOWSHIP, BOY SCOUT TROOP LEADER AND INTERIM SCOUT MASTER. T-BALL AND BASKETBALL COACH AT THE YMCA, BOARD MEMBER OF REGIONAL CONSOLIDATED SERVICES, BOARD MEMBER AND CHAIRMAN OF CRIME STOPPERS IN 2007, PRESIDENT OF THE RANDOLPH COUNTY FRIENDS OF THE ZOO, AND CHAIRED THE “ZOO TO DO” EVENT, UNITED WAY FOUNDATION PRESIDENT IN 1994, AND MEMBER OF THE RANDOLPH ARTS GUILD. HE SPENT MANY YEARS RAISING FUNDS FOR AMERICAN LEGION BASEBALL ADMINISTERING THEIR CONCESSION OPERATIONS; AND

WHEREAS; DAVID’S ENTHUSIASM AND DEDICATION TO COMMUNITY SERVICE WERE RECOGNIZED EARLY ON BY THE ASHEBORO/RANDOLPH CHAMBER OF

COMMERCE. HE IS A RECIPIENT OF THE NORTH CAROLINA JAYCEES DISTINGUISHED SERVICE AWARD. HE WAS NAMED CHAMBER OF COMMERCE VOLUNTEER OF THE YEAR IN 1996, ULTIMATELY BEING AWARDED THE PRESTIGIOUS CITIZEN OF THE YEAR AWARD IN 2003. HE THEN WENT ON TO SERVE AS THE CHAIRMAN OF THE CHAMBER BOARD OF DIRECTORS IN 2007. HE SERVED ON THE BOARD OF DIRECTORS FOR MORE THAN A DECADE, AND IS NOW PART OF THE EXCLUSIVE RED JACKET CLUB; AND

WHEREAS; DAVID BUILT A DISTINGUISHED CAREER IN BUSINESS AND ENTREPRENEURSHIP, OWNING AND OPERATING CREDIT BUREAU COLLECTION SYSTEMS FOR 35 YEARS, AND FOR THE PAST 28 YEARS AS THE PROPRIETOR OF UNITED WOOD PRODUCTS INC. KNOWN FOR HIS GUIDING PHILOSOPHY, "IF YOU DON'T INVEST IN YOUR CITY, WHO WILL?" LEADING BY EXAMPLE, HE PURCHASED AND REHABILITATED ONE OF THE FORMER MCCRARY TEXTILE BUILDINGS, WHICH NOW HOUSES THE FULL MOON OYSTER BAR AND MULTIPLE DOWNTOWN APARTMENTS. FOR THIS, AND MANY OTHER EFFORTS IN THE REVITALIZATION OF ASHEBORO'S DOWNTOWN, DAVID WAS HONORED AS NORTH CAROLINA'S MAINSTREET CHAMPION FOR 2025; AND

WHEREAS; DAVID EMBARKED ON ANOTHER CHAPTER OF SERVICE. THIS TIME IN PUBLIC OFFICE BY RUNNING AND WINNING A SEAT ON ASHEBORO CITY COUNCIL IN 1997. IN 1999 HE SPEARHEADED THE EFFORT TO DEVELOP BICENTENNIAL PARK, NOW RECOGNIZED AS THE CENTERPIECE OF DOWNTOWN ASHEBORO. HIS LEADERSHIP AND DEDICATION EARNED HIM TWO SUBSEQUENT REELECTIONS, DURING WHICH HE SERVED FOUR YEARS AS MAYOR PRO TEMPORE. IN 2009, AMID THE THROES OF THE GREAT RECESSION, DAVID WAS ELECTED TO HIS FIRST OF FOUR TERMS AS MAYOR OF THE CITY OF ASHEBORO; AND

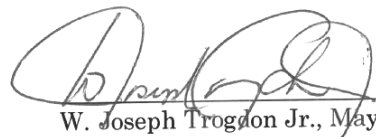
WHEREAS; DURING ONE OF THE MOST CHALLENGING PERIODS IN ASHEBORO'S HISTORY, THE NEWLY ELECTED MAYOR LED A RENAISSANCE OF THE COMMUNITY HE SO DEEPLY LOVES. AT A TIME WHEN THE CITY WAS AMONG THE MOST ECONOMICALLY DEVASTATED COMMUNITIES IN AMERICA, HIS VISION AND DETERMINATION HELPED RESTORE CONFIDENCE AND PRIDE IN ASHEBORO'S FUTURE. UNDER HIS LEADERSHIP, SUNSET AVENUE WAS COMPLETELY REFURBISHED WITH NEW CROSSWALKS, MURALS, AND PUBLIC ART; THE HISTORIC SUNSET THEATRE WAS RESTORED TO ITS FORMER GLORY; AND THE FORMER MCCRARY MILLS RECREATION CENTER WAS GIFTED TO THE CITY, REFURBISHED, AND ONCE AGAIN BUZZES WITH COMMUNITY ACTIVITY. HE MIRRORED THAT SAME VISIONARY LEADERSHIP DURING THE CHALLENGES OF A GLOBAL PANDEMIC, AS ASHEBORO CONTINUED TO REINVEST, REBUILDING MCCRARY PARK AND DEVELOPING THE CONE HEALTH ZOOCITY SPORTSPLEX, DRAWING MORE THAN 100,000 AMATEUR ATHLETES EACH YEAR; AND

WHEREAS; THE DUTIES OF MAYOR ARE AS TREMENDOUS AS THEY ARE MUNDANE. MAYOR SMITH CAN BE SEEN PRESIDING OVER THE BOARD OF A MULTIMILLION-DOLLAR MUNICIPAL CORPORATION, CUTTING THE RIBBON FOR A NEW BUSINESS, MEETING WITH CITIZENS AT THE FARMERS MARKET ON MOST SATURDAYS, OR EVEN ASSISTING THE UNITED STATES ARMY WITH OPERATION ROBIN SAGE; AND

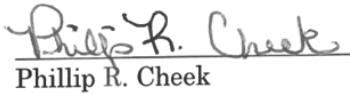
WHEREAS; WHEN DAVID WAS ASKED WHAT HIS HOBBIES ARE, HE PAUSED IN THOUGHT AND COULD NOT THINK OF ANY. LORRAINE, HIS LOVING WIFE OF MORE THAN 30 YEARS, DECLARED "*HIS HOBBY IS PEOPLE.*" NO ONE SHALL QUESTION HIS LIFE HAS BEEN SPENT IN THE SERVICE OF HIS FELLOW MAN.

NOW, THEREFORE BE IT RESOLVED, ON BEHALF OF THE CITIZENS OF CITY OF ASHEBORO, MAYOR WILLIAM JOSEPH TROGDON JR. AND THE CITY COUNCIL PUBLICLY COMMEND **DAVID HOWELL SMITH** FOR HIS 48 YEARS OF FAITHFUL SERVICE TO THE CITIZENS OF ASHEBORO, N.C.

ADOPTED THIS THE 4TH DAY OF DECEMBER 2025

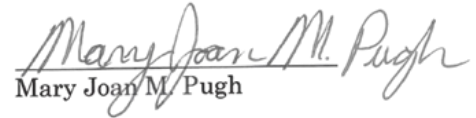

W. Joseph Trogon Jr., Mayor

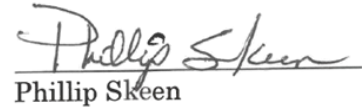

Eddie Burks

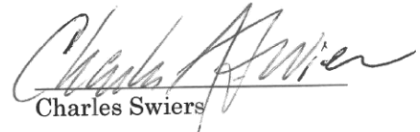

Phillip R. Cheek


Kelly Heath




Mary Joan M. Pugh


Phillip Skeen


Charles Swiers

(b) Resolution for Councilmember Walker B. Moffitt

RESOLUTION NUMBER 49 RES 12-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION OF APPRECIATION

WALKER BASCUM MOFFITT

40 YEARS OF SERVICE

WHEREAS; WALKER BASCUM MOFFITT HAS SERVED THE CITIZENS OF CITY OF ASHEBORO FOR MORE THAN 40 YEARS. HIS ENTIRE LIFE HAS BEEN IN ASHEBORO WITH EXCEPTION OF HIS TIME AT NORTH CAROLINA STATE UNIVERSITY, WHERE HE EARNED DUAL BACHELORS DEGREES IN ECONOMICS AND BUSINESS MANAGEMENT. UPON GRADUATION, HE RETURNED HOME TO ASHEBORO AND ENTERED INTO THE CONSTRUCTION TRADES. WALKER WAS NEVER ONE TO STOP LEARNING. HE EARNED AND MAINTAINED LICENSES IN THE FOLLOWING FIELDS: PUBLIC UTILITY CONTRACTOR, UNLIMITED HIGHWAY CONTRACTOR, WATER TREATMENT PLANT OPERATOR, WATER DISTRIBUTION SYSTEM OPERATOR, NORTH CAROLINA REAL ESTATE BROKER, COMMERCIAL DRIVERS LICENSE HOLDER, AND LISCENSED PRIVATE PILOT WITH THE FEDERAL AVIATION ADMINISTRATION; AND

WHEREAS; EVER THE ENTREPRENEUR, WALKER ESTABLISHED MAPCO INC. A PUBLIC UTILITY AND HIGHWAY CONSTRUCTION COMPANY IN 1985. MAPCO WAS NAMED THE CHAMBER OF COMMERCE INDUSTRY OF THE YEAR IN 1997. AFTER SELLING THE COMPANY TO APAC, WALKER WAS RETAINED AS A CONSULTANT AND LATER SERVED AS THE PIEDMONT AREA MANAGER. HE WENT ON TO SERVE AS VICE PRESIDENT OF BUSINESS DEVELOPMENT AND GENERAL MANAGER FOR TRIANGLE GRADING AND PAVING. HE BECAME EXECUTIVE PROJECT MANAGER FOR SHARPE BROTHERS A DIVISION OF VECELLIO AND GROGAN INC. HE CURRENTLY SERVES AS PRESIDENT OF MOFFITTS INC. A REAL ESTATE DEVELOPMENT AND INVESTMENT COMPANY PROVIDING WORKFORCE HOUSING FOR THE REGION. HE IS ALSO OWNER AND BROKER IN CHARGE OF WALKER MOFFITT REAL ESTATE; AND

WHEREAS; WALKER'S BUSINESS ACUMEN IS MATCHED ONLY BY HIS DEEP COMMITMENT TO CIVIC AND COMMUNITY SERVICE. WITH DEEP RESOUNDING FAITH, WALKER IS A LIFELONG MEMBER OF CENTRAL GLOBAL METHODIST CHURCH. HE IS A MEMBER OF THE ASHEBORO/RANDOLPH CHAMBER OF COMMERCE, WHERE HE SERVED AS VICE PRESIDENT OF GOVERNMENTAL AFFAIRS, A GRADUATE OF LEADERSHIP RANDOLPH, AND A BOARD MEMBER FROM 1994 TO 2005. HE IS ALSO A FORMER MEMBER OF THE ASHEBORO ROTARY

CLUB, WHERE HE WAS NAMED A PAUL HARRIS FELLOW. SERVING RANDOLPH COUNTY ON THE TAX AND EQUALIZATION REVIEW BOARD AND THE RANDOLPH COUNTY ECONOMIC DEVELOPMENT CORPORATION BOARD. HE IS A MEMBER OF THE NORTH CAROLINA RURAL WATER ASSOCIATION AND WAS APPOINTED TO THE CITY OF ASHEBORO PLANNING BOARD IN 1995, SERVING AS CHAIRMAN OF THE BOARD OF ADJUSTMENT UNTIL 2005; AND

WHEREAS; IN 2005 WALKER EMBARKED ON YET ANOTHER CAREER SUCCESSFULLY WINNING A SEAT AS A MEMBER OF CITY COUNCIL FOR THE CITY OF ASHEBORO, AND FOR 10 YEARS SERVING AS IT'S MAYOR PRO TEMP. DURING HIS TENURE, WALKER LED THE SUCCESSFUL REFERENDUM FOR ALCOHOL SALES IN ASHEBORO. A CONTROVERSIAL BUT PIVOTAL MOMENT, THAT MANY CONSIDER THE LYNCH PIN FOR ECONOMIC RECOVERY FOLLOWING THE GREAT RECESSION. THIS REFERENDUM OPENED THE DOOR FOR NEW RESTAURANTS, BUSINESSES, AND RESIDENTIAL IN THE DOWNTOWN; AND

WHEREAS; WALKER'S CONTRIBUTIONS TO DOWNTOWN REVITALIZATION CANNOT BE OVERSTATED. HE WORKED DILIGENTLY TO RELOCATE AND EXPAND THE ASHEBORO POST OFFICE CONVERTING THE FORMER FEDERAL BUILDING TO THE CITY'S CULTURAL AND RECREATION SERVICES OFFICE. SUNSET AVE WAS COMPLETELY REFURBISHED WITH NEW CROSSWALKS, MURALS AND PUBLIC ART. THE HISTORIC SUNSET THEATER RESTORED TO ITS FORMER GLORY. THE FORMER MCCRARY MILLS RECREATION CENTER WAS GIFTED TO THE CITY, REFURBISHED, AND NOW BUZZES WITH COMMUNITY ACTIVITY. EVEN DURING THE PANDEMIC, ASHEBORO CONTINUED TO INVEST IN ITSELF, REBUILDING MCCRARY PARK AND CREATING THE CONE HEALTH ZOOCITY SPORTSPLEX, WHICH NOW DRAWS MORE THAN 100,000 AMATEUR ATHLETES ANNUALLY; AND

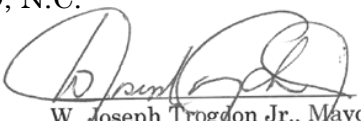
WHEREAS; WALKER WAS APPOINTED TO REPRESENT THE CITY AND COUNTY AS A MEMBER OF THE PIEDMONT TRIAD RURAL PLANNING ORGANIZATION SERVING AS VICE-CHAIRMAN. IN THIS ROLE HE CHAMPIONED TAXIWAY, RUNWAY, AND AVIATION MUSEUM IMPROVEMENTS FOR THE ASHEBORO AIRPORT. HE WAS ALSO APPOINTED AS A MEMBER OF THE INTERSTATE 73/74/75 NATIONAL COMMITTEE FOR THE CONVERSION OF US 220 BYPASS TO INTERSTATE 73/74. DURING HIS TENURE HE PARTICIPATED IN ASHEBORO'S STRATEGIC AND LAND DEVELOPMENT PLANS OF 2000, 2010, AND 2020; AND

WHEREAS; WALKER WAS APPOINTED BY GOVERNOR JIM HUNT TO THE NORTH CAROLINA ZOOLOGICAL COUNCIL IN 1998 AND NAMED CHAIRMAN BY GOVERNOR ROY COOPER IN 2020. APPOINTED BY PRESIDENT PRO TEMPORE PHIL BERGER TO THE NC ZOO PARK FUNDING AND ORGANIZATION STUDY COMMITTEE. HIS WORK, ALONG WITH MANY OTHERS, WILL LAUNCH THE LARGEST EXPANSION OF THE NORTH CAROLINA ZOO WITH THE EXPANSION EXHIBITS OF ASIA, AND AMAZON EXHIBITS, AND THE RECONSTRUCTION OF THE AVIARY.

WHEREAS; WALKER MOFFITT IS KNOWN FOR HIS COLORFUL STORIES, WIT, AND LIFE LESSONS. WHEN HE SPEAKS, THE WHOLE ROOM LISTENS. HIS ADVICE TO ALL: "YOU CAN'T OUTSMART A MAN WHO AIN'T THINKING." A LIFELONG LEARNER, WALKER GIVES BACK TO HIS COMMUNITY AND IS A DEVOTED HUSBAND OF 45 YEARS TO HIS WIFE, JOANE WARD MOFFITT, A LOVING FATHER TO HIS SON BRYAN AND HIS WIFE CHRISTEN, AND A PROUD GRANDFATHER TO GRANDDAUGHTERS CHARLOTTE, CALLIE, AND CAMPBELL.

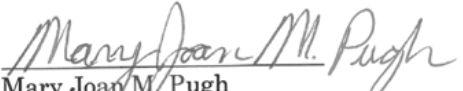
NOW, THEREFORE BE IT RESOLVED, ON BEHALF OF THE CITIZENS OF CITY OF ASHEBORO, MAYOR WILLIAM JOSEPH TROGDON JR. AND THE CITY COUNCIL PUBLICLY COMMEND **WALKER BASCUM MOFFITT** FOR HIS 40 YEARS OF FAITHFUL SERVICE TO THE CITIZENS OF ASHEBORO, N.C.

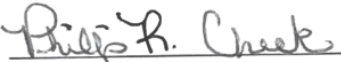
ADOPTED THIS THE 4TH DAY OF DECEMBER 2025



W. Joseph Trogon Jr., Mayor

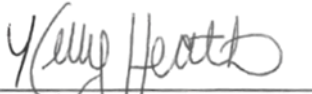

Eddie Burks


Mary Joan M. Pugh


Phillip R. Cheek




Phillip Skeen


Kelly Heath


Charles Swiers

(c) Resolution for Clark R. Bell

RESOLUTION NUMBER 50 RES 12-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION OF APPRECIATION

CLARK ROBERTSON BELL

42 YEARS OF SERVICE

WHEREAS; CLARK ROBERTSON BELL IS A LIFELONG RESIDENT OF ASHEBORO, WITH EXCEPTION OF HIS TIME AT THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL, WHERE HE EARNED A BACHELOR OF ARTS IN SOCIOLOGY. HE CONTINUED HIS STUDIES AT NORTH CAROLINA CENTRAL UNIVERSITY EARNING HIS JURIS DOCTORATE, WITH HONORS. HE RETURNED TO ASHEBORO AND BEGAN PRACTICING LAW ON THE FAMED LAWYERS ROW; AND

WHEREAS; CLARK'S LAW CAREER IS BUILT ON DEFENDING CASES THAT MANY LAWYERS MIGHT RETREAT FROM. HIS EXPERIENCE DEFENDING THE MOST COMPLEX AND CHALLENGING CASES REQUIRES NOT ONLY EXTENSIVE LEGAL EXPERTISE BUT ALSO UNWAVERING DETERMINATION, SHARP INTUITION, AND A UNIQUE ABILITY TO NAVIGATE THE INTRICACIES OF THE JUSTICE SYSTEM. NOT ONLY IS HE KNOWN IN THE COMMUNITY FOR HIS SUCCESS IN THE COURTROOM, BUT AS A LAWYER WHO IS COMMITTED TO PROTECTING THE RIGHTS AND VOICES OF THE PEOPLE HE REPRESENTS. CLARK CARES DEEPLY FOR HIS CLIENTS, OFTEN TIMES GOING BEYOND HIS SCOPE OF PRACTICE TO ENSURE CLIENTS FEEL SEEN, HEARD, AND VALUED AS MEMBERS OF THE COMMUNITY; AND

WHEREAS; IN THE LEGAL COMMUNITY, CLARK IS A MEMBER OF THE NORTH CAROLINA BAR ASSOCIATION, THE RANDOLPH COUNTY BAR ASSOCIATION, AND THE AMERICAN BAR ASSOCIATION. HE WAS ELECTED BY THE LOCAL BAR TO SERVE ON THE STATE BAR COUNCIL, THE GOVERNING BODY OF THE NORTH CAROLINA STATE BAR. THROUGHOUT HIS CAREER, HE HAS SERVED ON NORTH CAROLINA STATE BAR AFFILIATED LEADERSHIP BOARDS. HE IS ALSO A MEMBER OF THE NATIONAL ASSOCIATION OF CRIMINAL DEFENSE LAWYERS, AND THE NATIONAL COLLEGE OF DUI DEFENSE. HE CONTINUES TO EXPAND HIS KNOWLEDGE THROUGH VARIOUS SEMINARS, CONFERENCES AND CONTINUING LEGAL EDUCATION COURSES; AND

WHEREAS; WITHIN THE COMMUNITY, CLARK HAS SERVED ON THE BOARD OF DIRECTORS FOR SEVERAL LOCAL NON-PROFIT ORGANIZATIONS, INCLUDING THE RANDOLPH COUNTY FAMILY CRISIS CENTER AND THE ASHEBORO/RANDOLPH CHAMBER OF COMMERCE. HE IS PASSIONATE ABOUT SUPPORTING COMMUNITY

PROGRAMS SUCH AS HABITAT FOR HUMANITY, “KEEP RANDOLPH COUNTY BEAUTIFUL” WHERE CLARK IS OFTEN SEEN PICKING UP LITTER IN DOWNTOWN, UNITED WAY, THE NORTH CAROLINA ZOO, OUR DAILY BREAD, ASHEBORO JAYCEES, THE INDIGENT DEFENSE COMMITTEE, AND THE YMCA. THROUGH HIS WORK WITH THESE ORGANIZATIONS, HE IS COMMITTED TO MAKING A POSITIVE IMPACT ON THE COMMUNITY; AND

WHEREAS; CLARK IS DEEPLY ROOTED IN HIS CHRISTIAN FAITH AND HAS SERVED FAITHFULLY IN NUMEROUS CAPACITIES AT THE EPISCOPAL CHURCH OF THE GOOD SHEPHERD. HE HAS PREVIOUSLY LED SUNDAY SCHOOL, YOUTH GROUPS, AND SERVED ON THE CHURCH VESTRY. CURRENTLY, HE SERVES AS SENIOR WARDEN PARTNERING WITH THE RECTOR TO SERVE AND SUPPORT THE PARISH AND IS A REGULAR ACOLYTE AND LECTOR. HE SERVES IN THESE ROLES PROUDLY AND USES IT AS AN OPPORTUNITY TO CONNECT DEEPER WITH THE PARISHIONERS. EVERY SUNDAY, CLARK SHARES, “IT’S A GREAT DAY TO BE AT THE GOOD SHEPHERD;” AND

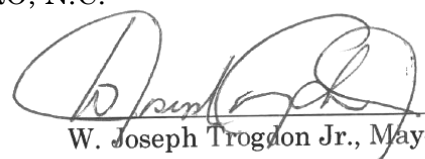
WHEREAS; THE PASSION FOR ASHEBORO AND INVOLVEMENT IN THE COMMUNITY NATURALLY LED HIM TO PURSUE A GREATER ROLE IN SHAPING THE FUTURE OF THE COMMUNITY. CLARK TURNED HIS DEDICATION INTO ACTION BY RUNNING AND WINNING A SEAT ON THE ASHEBORO CITY COUNCIL IN 2009. HIS COMMITMENT TO IMPROVING THE CITY AND REPRESENTING THE VOICES OF ITS CITIZENS EARNED HIM THE TRUST OF THE COMMUNITY. THROUGH HIS LEADERSHIP ON THE COUNCIL, CLARK HAS CHAMPIONED MANY INITIATIVES SUCH AS REVITALIZATION OF DOWNTOWN ASHEBORO, IMPROVEMENTS TO HOUSING AND NEIGHBORHOODS, LIMITING TAX INCREASES, ALL-AMERICAN CITY RECOGNITION, AND LEADING POST-PANDEMIC ECONOMIC GROWTH INITIATIVES SUCH AS THE ZOO CITY SOCIAL DISTRICT, THE CONE HEALTH ZOOCITY SPORTSPLEX AND THE RESTORATION OF HISTORIC MCCRARY PARK. CLARK IS OFTEN THE FIRST TO MAKE THE MOTION AND QUICK TO ENSURE PROCEDURE IS FOLLOWED ON ZONING CASES; AND

WHEREAS; CLARK HAS DEDICATED HIS LIFE TO THE SERVICE OF OTHERS. WHETHER FIGHTING FOR JUSTICE FOR CLIENTS AND FAMILIES, SERVING AS A VOLUNTEER OR GENEROUSLY CONTRIBUTING TO WORTHY CAUSES, HE HAS DEMONSTRATED A COMMITMENT TO MAKING ASHEBORO A BETTER PLACE THROUGH INFECTIOUS SPIRIT AND GENEROSITY. CLARK REMINDS US ALL, THE SPIRIT OF KINDNESS, AND THE PROFOUND IMPACT ONE INDIVIDUAL CAN HAVE WITHIN A COMMUNITY; AND

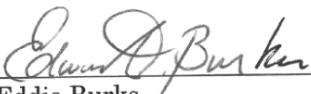
WHEREAS; CLARK BELL IS KNOWN FOR HIS WISE AND PERTINENT COUNSEL. “IF THE FACTS ARE ON YOUR SIDE, ARGUE THE FACTS. IF THE LAW IS ON YOUR SIDE, ARGUE THE LAW, AND WHEN ALL ELSE FAILS JUST ARGUE.” CLARK IS A DEVOTED HUSBAND OF 40 YEARS TO HIS WIFE, DIANE HERION BELL AND A LOVING FATHER TO DAUGHTERS BLAKELY AND REBEKAH. HIS BEST ADVICE, “NEVER ARGUE WITH A FOOL IN PUBLIC, IT’S HARD TO TELL WHICH ONE IS THE FOOL.”

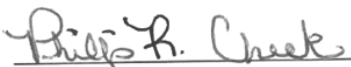
NOW, THEREFORE BE IT RESOLVED, ON BEHALF OF THE CITIZENS OF CITY OF ASHEBORO, MAYOR WILLIAM JOSEPH TROGDON JR. AND THE CITY COUNCIL PUBLICLY COMMEND **CLARK ROBERTSON BELL** FOR HIS 42 YEARS OF FAITHFUL SERVICE TO THE CITIZENS OF ASHEBORO, N.C.

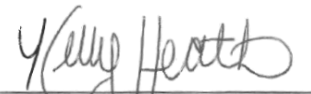
ADOPTED THIS THE 4TH DAY OF DECEMBER 2025



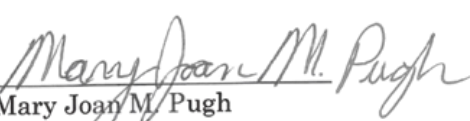
W. Joseph Trogon Jr., Mayor


Eddie Burks


Phillip R. Cheek


Kelly Heath




Mary Joan M. Pugh


Phillip Skeen


Charles Swiers

12. Presentation of a Key to the City

Mayor Trogdon presented a Key to the City to Councilmember William N. McCaskill for his distinguished service to the citizens of Asheboro.

13. Election of Mayor Pro Tempore and Administration of Oath of Office

After the foregoing presentations were made, the council turned its attention to the election of a Mayor Pro Tempore. Councilmember Swiers moved to select Edward J. Burks as Mayor Pro Tempore, and Councilmember Heath seconded the motion. Councilmembers Burks, Cheek, Heath, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

Subsequent to the adoption of the motion, Ms. Doerr administered the following oath of office to Mayor Pro Tempore Burks

OATH OF MAYOR PRO TEMPORE

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

I, Edward James Burks, do solemnly and sincerely swear that I will support, maintain, and defend the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain, and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge, skill, and ability; and that I will faithfully discharge and perform the duties of my office as Mayor Pro Tempore for the City of Asheboro, so help me God.

/s/Edward J. Burks
Edward J. Burks

Sworn to and subscribed before me this 4th day of December, 2025.

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

14. Committees and Appointments

**(a) An Ordinance Amending Code of Asheboro Section 31.02
(Appointment of Committees)**

Mayor Trogdon presented an ordinance to amend Section 31.02 of the Code of Asheboro. Councilmember Heath moved, and Councilmember Cheek seconded the motion to adopt the following ordinance by reference. Councilmembers Burks, Cheek, Heath, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

ORDINANCE NUMBER 49 ORD 12-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**ORDINANCE AMENDING SECTION 31.02
OF THE CODE OF ASHEBORO**

WHEREAS, Section 31.02 of the Code of Asheboro specifies the procedure to be followed for the appointment of committees; and

WHEREAS, the Asheboro City Council has concluded that Section 31.02 of the Code of Asheboro should be updated to enhance the efficient fulfillment of the governing board's operations.

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

Section 1. Section 31.02 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 31.02 APPOINTMENT OF COMMITTEES.

~~Subsequent to the initial establishment of a committee and the appointment of members to serve on the committee, the Mayor shall appoint, during the organizational meeting of the City Council following its election, the number of Council Members prescribed by this Section or by the adopted resolution creating the committee in those cases where the committee is not specifically listed in this Section. All committee appointments by the Mayor are subject to the approval of the City Council. The committees for which appointments are to be made are as follows:~~

- ~~(A) Finance and Public Safety Committee, which shall be chaired by the Mayor and consists of three Council Members;~~
- ~~(B) Public Works Committee, which shall be chaired by the Mayor Pro Tempore and consists of two additional Council Members;~~
- ~~(C) Personnel Evaluation Committee, which shall be chaired by the Mayor and consists of two Council Members;~~
- ~~(D) Tourism and Marketing Committee, which shall be chaired by the Mayor and consists of two Council Members;~~
- ~~(E) Identity Theft Prevention Program Committee, which shall be chaired by the Mayor and consists of two Council Members; and~~
- ~~(F) Such other committees as may be established by resolution of the City Council.~~

The Mayor shall appoint, during the organizational meeting of the City Council following the most recent municipal election, the number of Councilmembers prescribed by this Section or by the adopted resolution creating the committee in those cases where the committee is not specifically listed in this Section. All committee appointments by the Mayor are subject to

the approval of the City Council. The committees for which appointments are to be made are as follows:

(A) Identity Theft Prevention Program Committee, which shall be chaired by the Mayor and consists of two Councilmembers; and

(B) Such other committees as may be established by resolution of the City Council.

Section 2. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 3. This Ordinance shall be in full force and effect upon and after the date of its adoption.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on December 4, 2025.

/s/W. Joseph Trogdon, Jr.
W. Joseph Trogdon, Jr., Mayor

ATTEST:

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

(b) Appointments

Mayor Trogdon announced his proposed list of committee appointments by discussing the following resolution and requesting council action on the resolution.

Councilmember Heath moved, and Councilmember Pugh seconded the motion to approve/adopt, without alteration, the resolution introduced by Mayor Trogdon. Councilmembers Burks, Cheek, Heath, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 51 RES 12-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION OF CONCURRENCE WITH APPOINTMENTS MADE BY MAYOR W. JOSEPH TROGDON, JR.

WHEREAS, consistent with Section 31.02 of the Code of Asheboro, Mayor W. Joseph Trogdon, Jr. has consulted with elected and appointed city officials in preparation for the organizational meeting of the Asheboro City Council on December 4, 2025; and

WHEREAS, based on these consultations, Mayor W. Joseph Trogdon, Jr. announced during the City Council's organizational meeting the proposed formation of a search committee for a new city attorney and proposed the following list of appointments:

Subparagraph A. Search Committee for City Attorney

1. Mayor W. Joseph Trogdon, Jr.
2. Councilmember Phillip R. Cheek
3. Councilmember Kelly L. Heath
4. Former Councilmember Clark R. Bell
5. Former Councilmember and Mayor Pro Tempore Walker B. Moffitt
6. Chief of Police Robert L. Brown, Jr.
7. Human Resources Director P. Douglas Kemp

Subparagraph B. Identity Theft Prevention Program Committee

1. Mayor W. Joseph Trogdon, Jr. (Designated as Chair by the Code of Asheboro)
2. Councilmember Phillip R. Cheek
3. Councilmember Phillip W. Skeen

Subparagraph C. Piedmont Triad Regional Council

1. Delegate – Mayor W. Joseph Trogdon, Jr.
2. Alternate – Councilmember Edward J. Burks

Subparagraph D. Piedmont Triad Rural Planning Organization

Representative – Councilmember Mary Joan M. Pugh

Subparagraph E. Randolph County Economic Development Corporation

1. Board Member – Mayor W. Joseph Trogdon, Jr.
2. Councilmember Kelly L. Heath may serve in the absence of Mayor Trogdon.

WHEREAS, the Asheboro City Council has reviewed and is supportive of the above-listed actions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the formation of the Search Committee for City Attorney with a total of seven committee members is hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the appointments specified Subparagraphs A through E are hereby approved.

This Resolution was adopted in open session during a regular meeting of the Asheboro City Council that was held on December 4, 2025.

/s/W. Joseph Trogdon, Jr.
W. Joseph Trogdon, Jr., Mayor

ATTEST:

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

(c) Discussion About the Process for Appointing a Qualified Person to Serve the Remainder of the Unexpired Term for the Vacant Office of Councilmember

Mayor Trogdon led a discussion about the process for appointing a qualified person to serve the remainder of the unexpired term for the vacant office of councilmember. After some discussion, the councilmembers concluded that the best process to fill the vacant seat should include the solicitation for interested persons. Interested persons must complete an interest form/application for appointment to city council and return the form to city clerk by January 9, 2026 at 5:00 p.m.

Councilmember Pugh moved, and Councilmember Heath seconded the motion to proceed with the process. Councilmembers Burks, Cheek, Heath, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

[At approximately 6:43 p.m. Councilmember Heath moved, and Councilmember Burks seconded the motion to have a brief recess. Councilmembers Burks, Cheek, Heath, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes. Consistent with the motion to go into recess, at approximately 7:03 p.m. Mayor Trogdon reconvened the meeting.]

15. Legislative Hearing (Case No. RZ-25-20): An application to rezone property located at 777, 779, 787, and 803 Albemarle Road (Randolph County Parcel Identification Numbers 7750466579 and 7750464502) from R7.5 Medium-Density Residential to OA6 (CZ) Office-Apartment Conditional Zoning for Dwellings, Multiple Family, with a Floor Area Ratio of up to 43 percent

Mayor Trogdon opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-25-20. 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 BLL Holdings, LLC.

The land for which the above-described zoning has been requested is located at 777, 779, 787, and 803 Albemarle Road. The property is approximately 3.49 acres in size and is more specifically identified by Randolph County Parcel Identification Numbers 7750466579 and 7750464502 (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. The proposed use is Dwelling, Multiple Family, with a floor area of up to 33 percent, not to exceed 48 units.
2. **OA6 District Statement of Intent:** The OA6 District is intended to produce moderate intensity office and residential development to serve adjacent residential area and to provide a transition from residential to commercial uses. Land designated OA6 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, Multiple Family: A structure containing three or more dwelling units.
4. Proposed Floor Area Ratio (FAR) for the project is 30.4%. Multi-family development with a FAR between 22 and 43% requires either a Special Use Permit or Conditional Zoning approval and is subject to increased development standards, such as heightened requirements for building materials, stormwater control measures, a perimeter buffer, and landscaping around buildings (Section 5.05 (36)). The applicant chose to file a conditional rezoning request instead of a general district rezoning request and Special Use Permit. The site plan complies with and is conditioned to meet the same heightened requirements for a higher-density development that is required with a Special Use Permit.
5. The dwellings are located within three-story buildings consisting of fiber cement as the primary material. There are 12 dwellings in two buildings and 24 dwellings in the third building. There are 12 one-bedroom units and 36 two-bedroom units proposed.
6. Three recreation areas are shown. Two are passive recreation areas, with picnic tables and grills on concrete pads. Staff has requested additional detail on the third area closest to Albemarle Road.

Modifications to Ordinance Regulations

- 1. Sidewalk along Albemarle Road
- 2. 99 parking spaces are required for residents and visitors. 102 are proposed.

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:	Commercial
Growth Strategy Map:	Primary Growth
Small Area Map:	Central

LDP Goals/Policies Supporting the Request:

<u>Checklist Item 3:</u>	The property on which the rezoning district is proposed fits the description of the Zoning Ordinance.
<u>Checklist Item 4:</u>	The proposed rezoning is compatible with surrounding land uses.
<u>Checklist Item 5:</u>	The proposed rezoning is compliant with the objectives of the Growth Strategy Map.
<u>Checklist Item 6:</u>	Existing infrastructure is adequate to support the desired zone.
<u>Checklist Item 8:</u>	The request is an adaptive reuse of a vacant or unused lot, or is an infill lot.
<u>Checklist Items 12-14:</u>	12.) Property is located outside of watershed. 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:

<u>Checklist Item 1:</u>	Rezoning is compliant with the Proposed Land Use Map.
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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 OA6 (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 zoning map amendment is consistent with Asheboro Land Development Plan, complying with the Growth Strategy Map and multiple goals, including the adaptive reuse of vacant properties and environmental protections such as stormwater control measures included in this request.

The zoning map amendment is reasonable given the size and physical conditions of the property, the provision of a variety of housing opportunities close to employment and services, the reuse of the property afforded to the property owner, and the benefits to the public through the proposed sidewalk. The proposed sidewalk is recommended by both the city's comprehensive pedestrian plan and comprehensive transportation plan, and is also important to serve 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 are as follows:

- (A) *The approved use shall be Dwelling, Multiple-Family, not to exceed 48 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) *The sidewalk parallel to Albemarle Road, extending the length of the subject property, may be located within the public right-of-way, subject to NCDOT approval, or on private property.*
- (D) *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.*
- (E) *If plans for solid waste disposal are deemed to be inadequate, the property owner shall be responsible for ensuring that additional facilities or measures are installed. Any such facilities shall be consistent with city policies and codes.*
- (F) *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.*
- (G) *All requirements of Section 5.05(36) shall apply.*
- (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.*

Mayor Trogdon opened the floor for comments from the public. Bob Wilhoit, Esq. and Brian Lucas presented comments in support of the requested rezoning. When no one else asked to speak, Mayor Trogdon transitioned to the deliberative phase of the process.

After engaging in deliberations about the zoning map amendment application, Councilmember Heath moved, and Councilmember Cheek 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 rezoning is consistent with Asheboro Land Development Plan, complying with the Growth Strategy Map and multiple goals, including the adaptive reuse of vacant properties and environmental protections such as stormwater control measures included in this rezoning.

Additionally, the rezoning is reasonable given the size and physical conditions of the property, the provision of a variety of housing opportunities close to employment and services, the reuse of the property afforded to the property owner, and the benefits to the public through the proposed sidewalk. The proposed sidewalk is recommended by both the city’s comprehensive pedestrian plan and comprehensive transportation plan, and is also important to serve 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 OA6 (CZ) zoning district is hereby approved.

Councilmembers Burks, Cheek, Heath, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

16. Legal Representation and Engagement Agreements

(a) Authorization to Execute an Agreement with Teague Campbell

City Manager Donald Duncan requested the authorization to execute an agreement with Teague Campbell for general legal representation services. Councilmember Pugh moved, and Councilmember Burks seconded the motion to authorize the city manager to execute an agreement with Teague Campbell. Councilmembers Burks, Cheek, Heath, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

A copy of the agreement is on file in the city clerk’s office.

(b) Adoption of an Ordinance Amending the General Fund to Account for the Professional Services Agreement

Finance Director Deborah Reaves presented and recommended adoption, by reference, of an ordinance amend the general fund. Councilmember Burks moved, and Councilmember Pugh seconded the motion to approve/adopt the following ordinance by reference.

50 ORD 12-25

ORDINANCE TO AMEND THE GENERAL FUND
FY 2025-2026

WHEREAS, The City of Asheboro wishes to engage the professional services of outside legal counsel for matters pertaining to issues within the scope of the General Operating Fund services of the City of Asheboro.

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	\$5,000

That the following expense line items are increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-450-522.0000	Professional Services	\$5,000

Adopted this on the 4th day of December 2025.

/s/W. Joseph Trogdon, Jr.
W. Joseph Trogdon Jr., Mayor

ATTEST:

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

(c) Authorization to Execute an Agreement with Smith Anderson

Mr. Duncan requested authorization to execute an agreement with Smith Anderson to provide assistance with respect to the consolidation or merger of the Seagrove Ulah Metropolitan Water District into the city’s water system and related work. Councilmember Pugh moved, and Councilmember Cheek seconded the motion to authorize the execution of an agreement with Smith Anderson. Councilmembers Burks, Cheek, Heath, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

A copy of the agreement is on file in the city clerk’s office.

(d) Adoption of an Ordinance Amending the Water and Sewer fund to Account for the Professional Services Agreement

Ms. Reaves presented and recommended adoption, by reference, of an ordinance amending the Water and Sewer Fund. Councilmember Burks moved, and Councilmember Heath seconded the motion to approve/adopt the following ordinance by reference.

51 ORD 12-25

**ORDINANCE TO AMEND THE WATER AND SEWER FUND
FY 2025-2026**

WHEREAS, The City of Asheboro wishes to engage the professional services of outside legal counsel for matters pertaining to issues within the scope of the Water and Serwer Fund services of the City of Asheboro.

WHEREAS, the City of Asheboro desires to amend the 2025-2026 Water and Sewer 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>
30-000-399.0000	Fund Balance Allocation	\$10,000

That the following expense line items are increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
30-820-522.0000	Professional Services	\$10,000

Adopted this on the 4th day of December 2025.

/s/W. Joseph Trogdon, Jr.
W. Joseph Trogdon Jr., Mayor

ATTEST:

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

17. Finance Items

(a) Batting Cage Roof at McCrary Baseball Park

Facilities maintenance has requested a budget amendment to fund the installation of a roof over the batting cages at McCrary Park. The total budget amendment request is for \$174,774.25. Asheboro Construction has submitted a construction proposal in the amount of \$151,977.61 for the installation of a batting cage roof. Due to the nature of the construction projects and the possibility of unforeseen conditions, a 15% contingency is requested. This amendment ensures adequate funding to complete the project without delays.

(i) Ordinance to Amend the General Fund

Ms. Reaves presented and recommended adoption, by reference, of an ordinance amending the general fund. Councilmember Swiers moved, and Councilmember Burks seconded the motion to approve/adopt the following ordinance by reference.

52 ORD 12-25

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

WHEREAS, The City of Asheboro appropriated funding for the purchase and installation of batting cages and portable pitching mounds at McCrary Baseball Park at the City Council Meeting on October 9, 2025.

WHEREAS, The City of Asheboro has reviewed and evaluated options for a roof over the batting cages and is ready to proceed.

WHEREAS, the budgeted cost for purchase and installation of a roof over the batting cages including contingency is \$174,775.

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	\$174,775

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	\$174,775

Adopted this 4th day of December 2025.

/s/William Joseph Trogdon, Jr.
William Joseph Trogdon Jr., Mayor

ATTEST:

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

(b) Lexipol GrantFinder Subscription Funding – Ordinance to Amend the General Fund

The city manager’s office is requesting approval to fund the city’s subscription to Lexipol’s GrantFinder, a service intended to strengthen the city’s overall capacity for grant research and application development. The contract for the service will be for 3 (three) years with \$10,000 billed annually. As the city continues to pursue more external funding for capital projects, public safety, infrastructure improvements, and community development, staff currently relies on manual searches and irregular notifications. This process is time-consuming.

GrantFinder addresses these challenges by providing access to a comprehensive, searchable database of federal, state, and foundation grants, with the ability for up to 5 (five) city users to collaborate across departments. The service also includes monthly consultation meetings with Lexipol’s grant research staff, giving the city continuous support in identifying upcoming funding needs and tailoring searches to specific projects. In addition to the database and meetings, Lexipol offers unlimited custom grant research to track down specialized opportunities for any department as needs arise.

The service further enhances the city’s competitiveness through 6 (six) annual application review, during which Lexipol staff provide detailed feedback, edits, and strategic recommendations to strengthen each submission. Additionally GrantFinder includes 2 (two) fully written grant applications per year, completed entirely by Lexipol from start to finish. Its grant-writing team has an award rate 2.5 times higher than the national average, offering a strong return on investment and substantially increasing the likelihood of successful awards.

Ms. Reaves presented and recommended adoption, by reference, of an ordinance to amend the general fund. Councilmember Burks moved, and Councilmember Pugh seconded the motion to approve/adopt the following ordinance by reference. Councilmembers Burks, Cheek, Heath, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

ORDINANCE TO AMEND THE GENERAL FUND
FY 2025-2026

WHEREAS, the City of Asheboro wishes to subscribe to a grant finder service that will assist the city of Asheboro to obtain funding for various needs throughout the City of Asheboro.

WHEREAS, the subscription is for a 3 year period with an annual fee of \$10,000 billed annually.

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	\$10,000

That the following expense line items are increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-420-553.0000	Subscriptions	\$10,000

Adopted this on the 4th day of December 2025.

/s/William Joseph Trogdon, Jr.
William Joseph Trogdon Jr. Mayor

ATTEST:

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

[Note: Agenda Item (a)(ii) was inadvertently skipped during the meeting and taken out of order. After adopting the ordinance to amend the general fund to account for Lexipol GrantFinder Subscription, Mayor Trogdon addressed Agenda Item (a)(ii).]

(ii) Ordinance to Amend the McCrary Baseball Park Improvements Fund

Ms. Reaves presented and recommended adoption, by reference, of an ordinance amending the McCrary Baseball Park Improvements Fund. Councilmember Pugh moved, and Councilmember Cheek seconded the motion to approve/adopt the following ordinance by reference. Councilmembers Burks, Cheek, Heath, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

**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 a roof over the batting cages at McCrary Baseball Park.

WHEREAS, the budgeted cost for purchase and installation, including contingency is \$174,775.

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	\$174,775

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	\$174,775

Adopted this 4th day of December 2025.

/s/William Joseph Trogon, Jr.
William Joseph Trogon Jr., Mayor

ATTEST:

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

18. Trade/Worth Street Infrastructure Project

(a) A Briefing on the Project’s Current Status and Presentation of Recommendations on Next Steps to Advance Towards Construction

Assistant City Manager Trevor Nuttall gave a brief over of the history of the Trade/Worth Street Infrastructure Project. Trade/North Street improvements were not completed when the city did downtown infrastructure replacements and streetscape in the early 2000’s. The redevelopment commission periodically discussed and advocated completing work on these street segments as resources became available.

Downtown Asheboro Inc. supported the idea as one of its first initiatives and conducted a preliminary investigation of the feasibility in 2021. The feasibility and a rough cost estimate was determined, and the city assumed project responsibility. Additionally, the city obtained a state infrastructure grant in the amount of \$1.5 million in 2022. Wooten was hired to lead design development in late 2022.

Wooten Practice Manager Ana Wadsworth, PE provided a briefing on the project's current status. The main goal for the project is infrastructure/utility improvement while enhancing the overall appearance of the corridor. Burying overhead lines and upgrading sidewalks will provide attractive streetscape. Trade Street will become natural extension of Downtown area for events/festivals. And, the project is intended to stimulate commerce along Trade Street.

The project began in December 2022. A design development public workshop was held in November 2023. Coordination with Duke Energy began in January 2024 through August 2024. The construction document was developed during September 2024 through March 2025 with utility construction documents developed in May 2025. From June 2025 to present, streetscape construction documents have been developed including an evaluation of pervious pavement options.

The following due diligence tasks have been completed:

- Subsurface utility engineering
- Traffic impact analysis
- Geotechnical Investigation – Verification of subgrade conditions were suitable to support underground utilities.
- Topographic Survey – Survey of existing conditions and topography was conducted for both North and Trade Streets

During her presentation, Ms. Wadsworth summarized the project breakdown including utilities and streetscape design, while presenting some design constraints and challenges. The next steps to be taken can be summarized with the following points:

- Finalize Construction Documents/Permitting
- Raised curb and gutter – North Street
- Flush Streetscape – Trade Street
- Achieve ADA as practical as possible
- Redesign Storm Drainage with Flush Concept Design
- Finalize pedestrian safety measures
- Refine stamped areas for vehicular and pedestrian traffic
- Submit 100% plan set for city to review
- Submit permits to appropriate agencies

For final coordination, the city will need to coordinate with Duke Energy for design and construction, while finalizing cost and budget for the project. And lastly, the city will need to coordinate for access to businesses during construction.

(b) Request for authorization to enter into a revised Utility Relocation Agreement with Duke Energy for the Trade/North Street Infrastructure

City staff requested that this item be removed from the agenda. The agreement was not ready for council review.

19. Report on Efforts to Obtain a Program Amendment from the North Carolina Department of Commerce Authorizing CDBG-CV Funds to be Used Towards the Construction of the David and Pauling Jarrell Center City Garden

Mr. Nuttall reported that the City of Asheboro has been awarded an additional \$790,335.56 of Community Development Block Grant (CDBG) funds for the NC CDBG Coronavirus (CDBG-CV) Program. The funds will be used for the David and Pauline Jarrell Center City Garden that is located near the downtown and spans approximately three (3) acres.

Councilmember Pugh moved, and Councilmember Cheek seconded the motion to authorize the execution of funding approval. Councilmembers Burks, Cheek, Heath, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

20. Property Acquisition and Lease Issues

(a) Acquisition of a Parcel of Land Contiguous with the City of Asheboro Public Works Facility

(i) Request for authorization for city officials to execute a purchase agreement.

City Attorney Jeff Sugg presented an agreement of purchase and sale for the acquisition of a vacant parcel of land/lot that is near the City of Asheboro Public Works Facility. Randolph County Parcel Identification Number 7762007593 more specifically identifies the property. The purchase price of the property is \$40,000. Mr. Sugg asked for council's authorization to enter into the purchase agreement. Councilmember Heath moved, and Councilmember Swiers seconded the motion to authorize the execution of said agreement. Councilmembers Burks, Cheek, Heath, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

The purchase agreement is noted as follows:

STATE OF NORTH CAROLINA

**AGREEMENT OF
PURCHASE AND SALE**

COUNTY OF RANDOLPH

Seller: Taylor B. Callicutt

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 vacant parcel of land/lot with a gross land area of 2.86 acres, more or less, identified by Randolph County Parcel Identification Number 7762007593 (Other Description: R2182;S NO RD FRTG) and also described in a Warranty Deed recorded in the Office of the Register of Deeds for Randolph County, North Carolina (the "Randolph County Registry") in Book of Record 2656, Page 1086 (the vacant parcel of land/lot described in this Paragraph 1.1 shall be referred to as the "Land"). The Land is more particularly described as follows:

Asheboro Township, Randolph County, North Carolina:

BEGINNING at an iron pipe at the Hamlet northeast corner and the George T. Teague Jr., southeast corner; Thence with the Teague line north 2 degrees 44 minutes 3 seconds east 408.14 feet to a point located south 2 degrees 44 minutes 3 seconds west from a concrete marker located at the southeast corner of the Lowe's Hardware property; thence south 86 degrees 33 minutes 12 seconds east 318.04 feet to a point in the Boling line; Thence with the J.K. Boling line in part and the Allred line in part south 3 degrees 7 minutes 31 seconds west 291.65 feet to an existing iron pipe Wyatt Allred, J.K. Boling, Roy Boling, and W.B. Boling Estate common corner; Thence with the J.K. Boling, Roy Boling, and W.B. Boling estate line south 4 degrees 58 minutes 43 seconds west 114.42 feet to an iron pipe, thence north 79 degrees 42 minutes west 314.28 feet to the beginning point which is the same point as the southwest corner of the Nance subdivision containing 2.86 acres more or less and being the southern part of the 4.60 acre tract described by deed recorded in Book 1064 Page 785 Randolph County Registry.

For reference, see deed recorded in Book 1324, Page 1103, Randolph County Registry; and for further reference, see deed recorded in Book 1916, Page 692, Randolph County Registry.

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 Forty Thousand and no/100 Dollars (\$40,000.00). 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 December 22, 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. Fee simple marketable and insurable 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 January 30, 2026 (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: Taylor B. Callicutt
P.O. Box 2445
Asheboro, NC 27204
Telephone: (336) 953-4661
taylor@parttimeattorney.net

If to Buyer: City of Asheboro
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:

TAYLOR B. CALLICUTT

Taylor B. Callicutt

Date: _____

BUYER:

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

By: _____
W. Joseph Trogdon, Jr., Mayor

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) Request for Approval of an Ordinance to Amend the General Fund to Account for the Cost of the Proposed Land Transaction

Ms. Reaves presented and recommended adoption, by reference, of an ordinance to amend the General Fund. Councilmember Heath moved, and Councilmember Burks seconded the motion to approve/adopt the following ordinance by reference. Councilmembers Burks, Cheek, Heath, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

55 ORD 12-25

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

WHEREAS, the City of Asheboro has an opportunity to a 2.86 acre piece of property, identified as PIN 7762007593, adjoining the City of Asheboro Public Works facility property.

WHEREAS, the City of Asheboro desires to appropriate \$50,000 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	50,000

That the following expense line items are increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-550-571.0000	Land Purchase	50,000

Adopted this on the 4th day of December 2025.

/s/W. Joseph Trogdon, Jr.
W. Joseph Trogdon Jr., Mayor

ATTEST:

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

(b) Lease of Space for Electronic Communications Equipment on the City-Owned Elevated Water Tank Located Along North Carolina Highway 49 South

Mr. Sugg requested that the council continue this item to the next regular city council meeting. Councilmember Heath moved, and Councilmember Cheek seconded the motion to continue this item to the council’s next regular meeting in January 2026. Councilmembers Burks, Cheek, Heath, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

(c) Lease of Hangar Space at the Asheboro Regional Airport to the Civil Air Patrol

Mr. Sugg presented and recommended adoption, by reference of a resolution approving an agreement to lease hangar space at the Asheboro Regional Airport to the Civil Air Patrol. Councilmember Burks moved, and Councilmember Pugh seconded the motion to approve/adopt the following resolution by reference. Councilmembers Burks, Cheek, Heath, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 52 RES 12-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION APPROVING AN AGREEMENT TO LEASE HANGAR SPACE AT THE ASHEBORO REGIONAL AIRPORT TO THE CIVIL AIR PATROL

WHEREAS, Section 63-53 of the North Carolina General Statutes authorizes the city to lease property at the Asheboro Regional Airport; and

WHEREAS, Section 160A-272 of the North Carolina General Statutes provides a procedural framework for leasing real property at the city-owned Asheboro Regional Airport; and

WHEREAS, the Asheboro Airport Authority has recommended leasing hangar space at the Asheboro Regional Airport to the Civil Air Patrol for the use and benefit of the Randolph Composite Squadron at a rental rate of One Dollar (\$1.00) per year for a 3-year term; and

WHEREAS, the Civil Air Patrol was incorporated under a Special Act of Congress approved July 1, 1946 (Public Law 476, 79th Congress); and

WHEREAS, the property subject to the proposed lease agreement has been continuously used by the Randolph Composite Squadron of the Civil Air Patrol for its operations for a significant number of years; and

WHEREAS, the proposed lease area will not be needed by the city during the requested term of the lease; and

WHEREAS, notice of the city council’s intent to authorize the described hangar lease with the Civil Air Patrol was published in *The Courier-Tribune* on October 30, 2025, in compliance with Section 160A-272 of the North Carolina General Statutes; and

WHEREAS, the proposed hangar lease agreement with the Civil Air Patrol has been attached to this Resolution as ATTACHMENT A and is hereby incorporated into this Resolution by reference as if copied fully herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the lease of hangar space at the Asheboro Regional Airport to the Civil Air Patrol for the use and benefit of the Randolph Composite Squadron in accordance with the terms and conditions specified in ATTACHMENT A is hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the mayor and all other city officials necessary for the implementation of this Resolution are hereby authorized and directed to execute lease documents substantially and materially similar in all respects to ATTACHMENT A so as to bring into full force and effect the approved lease agreement.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on December 4, 2025.

/s/W. Joseph Trogdon, Jr.
W. Joseph Trogdon, Jr., Mayor

ATTEST:

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

ATTACHMENT A

STATE OF NORTH CAROLINA

**ASHEBORO REGIONAL AIRPORT
HANGAR SPACE LEASE AGREEMENT**

COUNTY OF RANDOLPH

THIS AGREEMENT AND LEASE (the “Agreement”) is made and entered into, as of the date of the last signature affixed hereto, by and between the **CITY OF ASHEBORO (“Lessor”)**, a North Carolina municipal corporation, and the **CIVIL AIR PATROL (“Lessee”)**, incorporated under a Special Act of Congress approved July 1, 1946, Public Law 476, 79th Congress, for the use and benefit of the Randolph Composite Squadron.

WITNESSETH

In consideration of the annual rental fee set forth below and other mutual promises contained herein, the parties agree as stated below.

- (1) Lessor hereby leases to Lessee and Lessee hereby accepts the following area of rental space at the Asheboro Regional Airport for use during the lease term as an administrative/operational center and for an aircraft owned by Lessee:

The area labeled as “C.A.P. Building” on Schedule “C” (as amended through February 2025) for the Asheboro Regional Airport; Schedule “C” is attached as EXHIBIT 1 to this Agreement and is hereby incorporated into this Agreement by reference as if fully copied herein.

- (2) The lease term shall be for a 3-year term commencing at 12:01 a.m. Eastern Time on January 1, 2026, and ending at midnight Eastern Time on December 31, 2028.
- (3) The rental rate under the Agreement is One and No Hundredths Dollars (\$1.00) per year. Because of the minimal amount charged for the entire 3-year term of the Agreement, and for administrative convenience, the total sum of rental charges due under the Agreement shall be paid in good funds by Lessee to Lessor in advance of the commencement of the 3-year lease term specified in the immediately preceding paragraph. Consequently, in advance of January 1, 2026, Lessee shall pay to Lessor the sum of Three and No Hundredths Dollars (\$3.00), which is the total rental fee due under the Agreement.
- (4) Lessee hereby agrees to the following operating procedures and limitations:
 - (a) Lessee will not operate any aircraft engine inside the hangar and will not run-up any aircraft engine with propeller blast directed toward any hangar door, hangar, or other aircraft;
 - (b) Lessee will ensure proper chocking and securing of aircraft after each usage;
 - (c) While not required, Lessee may leave hangar and aircraft keys with the Airport Manager for emergency use;
 - (d) Lessee will provide, install, and maintain a suitable portable fire extinguisher in the hangar; and
 - (e) Lessee will maintain the interior of the hangar in a clean and neat condition.
- (5) Lessee will bear all costs involving utilities to its hangar, *ad valorem* taxes to any extent that the same may in the future be charged in connection with the demised premises, insurance and permits for the demised premises, any cost of improvements to the demised premises, and required repairs to the interior space of the demised premises.
- (6) Lessee is prohibited from assigning this lease, and the Lessee is also prohibited from subleasing any portion of its hangar.
- (7) Lessor will not be liable for loss arising out of damage to or destruction of the hangar or its contents from any cause, except such loss as may be recoverable under Lessor's standard liability insurance policy.
- (8) It is expressly agreed that if Lessee fails to perform or comply with any of the provision(s) of the Agreement and remains in default thereof for a period of 30 days after written notice from Lessor calling attention to such default, Lessor may declare the Agreement terminated and cancelled and take possession of the premises described herein without prejudice to any other legal remedy Lessor may have on account of such default. The notice of default may be posted on the demised premises or given to the person at such time in charge of the premises. It is specifically understood and agreed that cancellation of the Agreement by Lessor for cause can be done at any time during the 3-year lease term specified herein after failure by Lessee to correct an event of default as aforesaid.
- (9) Upon the expiration of the current 3-year lease term, Lessee will have first refusal to rent the hangar at a rate and for a term set in the discretion of the Asheboro City Council.
- (10) Lessee shall not engage in general competition with the fixed base operator or other operations at the Asheboro Regional Airport. This provision is not intended to create a monopoly for the present fixed base operator and is made a part of the Agreement solely on account of the nominal rental rate charged under the Agreement.

- (11) It is understood and agreed that the purpose of this lease is to provide a place for Lessee to conduct operations and training essential to its mission and to store, maintain, repair, and service its aircraft. Any other use to be made of the premises shall be subject to the written approval of the Asheboro Airport Authority; and it is further expressly agreed that the demised property shall not, at any time during the term of this Agreement, be used for such purpose or in such manner that the sight, sound, or traffic into or out of the demised premises could reasonably be considered to be objectionable or hazardous to the facilities and operations of the Asheboro Regional Airport. Parking of Lessee's emergency medical vehicle in the hangar is permitted.
- (12) The Asheboro Airport Authority shall have the right, at reasonable times, to inspect the premises and to enforce reasonably required safety and health regulations affecting the nature of the structure and the operations therein.
- (13) Lessee hereby agrees to conform to and abide by the Rules and Regulations of the Asheboro Airport Authority in effect at the time of the commencement of this Agreement and as the same may be amended in the future.
- (14) Lessee does hereby promise and agree to hold harmless and indemnify the Asheboro Airport Authority and the City of Asheboro for any costs, losses, and/or damages caused by Lessee and its guests, licensees, successors, assigns, and/or contractors arising out of or in the course of the use of the demised property. The costs and damages that fall within the scope of this hold harmless and indemnification provision include, without limitation, any and all attorneys' fees, court costs, damage awards of any kind, and any other costs or charges arising out of any litigation based, in whole or in part, on the intentional or negligent acts of Lessee and its guests, licensees, successors, assigns, and/or contractors.
- (15) Lessee shall be responsible for maintaining all insurance, including fire and extended coverage insurance.
- (16) E-Verify Compliance Section: Pursuant to Section 143-133.3 of the North Carolina General Statutes, the Asheboro City Council is prohibited from entering into contracts such as this Agreement unless the contractor, which is Lessee in this case, and the contractor's subcontractors under the contract comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Article 2 of Chapter 64 establishes North Carolina's E-Verify requirements for employers. For the sole and limited purpose of creating a valid contract with the City of Asheboro, Lessee hereby represents and covenants that Lessee and its contractors and subcontractors who may perform work on the demised premises are compliant and will remain compliant throughout the duration of this Agreement with the cited requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Lessee acknowledges and agrees that the City of Asheboro is relying upon this E-Verify compliance section to enter into the Agreement. The parties agree to this contractual provision only to the extent authorized by law.
- (17) Lessor and Lessee each acknowledge and represent that it is duly organized, validly existing, and in good standing and has the right, power, and authority to enter into the Agreement and bind itself hereto through the official set forth below as signatory for the party.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Agreement on the dates set forth below.

Lessor:

CITY OF ASHEBORO

By: _____
Mayor of the City of Asheboro

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

I am a Notary Public of _____ County, North Carolina, and I do hereby certify that Holly H. Doerr, who is personally known to me, voluntarily appeared 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 on behalf of the municipal corporation, the Mayor of the City of Asheboro executed the foregoing instrument for the purposes stated therein and that Ms. Doerr, as City Clerk, attested and sealed the instrument with the municipal corporation’s seal.

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

Signature of Notary Public

Printed or Typed Name of Notary Public

My commission expires:

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Agreement on the dates set forth below.

Lessee:

CIVIL AIR PATROL

By: _____
Kristena E. Jones, Chief Operating Officer
Civil Air Patrol

STATE OF _____
COUNTY OF _____

I am a Notary Public of _____ County, State of _____, and I do hereby certify that Kristena E. Jones personally appeared before me this day and acknowledged that, as Chief Operating Officer of the Civil Air Patrol, she is a corporate officer for the Civil Air Patrol and that, by authority duly given and on behalf of the Civil Air Patrol, she duly executed the foregoing instrument for the purposes therein expressed.

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

Signature of Notary Public

Printed or Typed Name of Notary Public

My commission expires:

21. Upcoming Events and Items Not on the Agenda

Mayor Trogdon led a brief discussion of upcoming events within the city government and community in general. No formal action was taken by the councilmembers during this portion of the meeting.

There being no further business, the meeting was adjourned at 8:31 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

W. Joseph Trogdon, Jr., Mayor