

**REGULAR MEETING MINUTES
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, MARCH 6, 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	) – Council Members Present
Walker B. Moffitt	)
Charles A. Swiers	)
W. Joseph Trogdon, Jr.	)

John N. Ogburn, III, City Manager
Jimmy L. Cagle, Jr., Facilities Maintenance Director
Timothy E. Cockman, Fire Chief
Andrew N. Connor, Assistant Public Works Director
Addie R. Corder, Downtown Development Manager
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
John L. Evans, Community Development Director
Steven B. Hackett, CPA, Deputy Finance Director
N. Byron Hill, Police Captain
David J. Hutchins, Public Works Director
W. Preston King, Deputy Fire Chief
Michael L. Leonard, PE, City Engineer
Justin T. Luck, Planning/Zoning Director
Trevor L. Nuttall, Assistant City Manager
Spencer C. Patton, EI, Assistant City Engineer
Deborah P. Reaves, Finance Director
Michael D. Rhoney, PE, Water Resources Director
Thomas Scaramastra, PLS, City Surveyor
Jonathan M. Sermon, Recreation Services Director
Jeffrey C. Sugg, City Attorney
Tammy M. Williams, Engineering Assistant/Deputy City Clerk

1. Call to Order

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

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 recite the pledge of allegiance.

3. Public Comment Period

Mayor Smith opened the floor for comments from the public, and none were offered. Mayor Smith closed the public comment period.

4. Summer Concert Series

Downtown Development Manager Addie Corder highlighted the summer concert series for 2025. The slate for the summer concert series is as follows:

The Sunday Summer Concert Series will include The Entertainers, Envision, The Band of Oz, The Special Occasion Band, and Eric and the Chill Tones. The Friday Summer Concert Series will include Live Wire, Fix You Coldplay, Slippery When Wet, and Chicago Rewired.

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

5. The Year-End Audit Report for Fiscal Year 2023-2024

Mr. Hunter Wiseman with the firm of Thompson, Price, Scott, Adams & Co., PA discussed the audit report for the fiscal year that ended June 30, 2024. During his presentation, Mr. Wiseman reported that the city received what is commonly referred to as a “clean audit” (also referred to as an “unmodified opinion”). A “clean audit” means the city’s financial statements are fairly presented in accordance with generally accepted accounting principles for the fiscal year ending June 30, 2024.

A copy of the written audit report is available for inspection in the city’s finance department.

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

6. Review of the City’s Historical Financial Performance

City Manager John Ogburn discussed the city’s financial performance from 2001 through 2024. No formal action was taken by the council during this portion of the meeting.

7. Randolph County’s Taxable Retail Sales Numbers

Mr. Ogburn reported that, overall, the Randolph County retail sales numbers have increased over a period from 2018 through 2024. No formal action was taken by the council during this portion of the meeting.

8. Status Report on Prioritized Capital Projects

Mr. Ogburn reported that in February 2024, the city council heard reports on various capital projects and with the assistance of the Piedmont Triad Regional Council Assistant Director, Matt Reece, prioritized on-going or pending projects. The council then directed the city staff on how to proceed with the projects. Since the workshop in February 2024, there have been developments related to the projects.

(A) Trade Street Infrastructure Project

(i) Current State of the Project

Public Works Director David Hutchins utilized a slide show presentation and reported on the status of the Trade Street Infrastructure Project. According to Mr. Hutchins, the city staff is awaiting the finalization of the 90% plan set from the Wooten Company. Prior to completing the plan set, Duke Energy suggested a different layout for underground power. Plans from Duke Energy that can be incorporated into the project documents are expected to be provided soon.

The project team is discussing the ideal time to bid the project and to begin construction with the idea of minimizing disruption to businesses and property owners as much as possible. The project is expected to be completed within 10 months from the commencement date.

The city is planning to partner with Downtown Asheboro Inc. to make grants available to property owners in order to cover up to \$5,000 of expenses related to the necessary upgrades to electrical services dictated by Duke Energy. That funding is anticipated to be the city's only contribution of funds related to the infrastructure project. That amount is currently estimated to be approximately \$150,000 and is intended to ensure all existing services will be able to be reconnected to power after overhead lines are placed underground.

A copy of the slide show presentation utilized by Mr. Hutchins is on file in the city clerk's office.

(ii) Redirection of Remaining State Capital Infrastructure Fund

Finance Director Deborah Reaves reported that the City of Asheboro received a \$1.5M grant for the purchase and other expenses relating to the historic McCrary Mill Building. The amount spent using these grant funds before the building was sold totaled \$1,231,749.08, leaving \$268,250.92 unspent.

Since the grant is specifically tied to the historic McCrary Mill Building, the City of Asheboro needs to ask legislators for a technical correction, changing or expanding the scope of the grant so that the expenses may be allowed for another purpose. Considering the ongoing Trade Street Project, Ms. Reaves requested that the City of Asheboro reach out to the legislators to request a technical correction requesting that the remaining funds be allocated to either "Asheboro Downtown Facilities" or more specifically allocated to the Trade Street Improvements Project. A general consensus of the council emerged in support of moving forward with Ms. Reaves' request/suggestion. More formal action (i.e., the adoption of a resolution) will be brought before the council after clarification of need procedural actions is received from state officials.

(B) Emergency Operations Center/Fire Station #3 Project

(i) Current State of the Project

Fire Chief Eddie Cockman and Deputy Fire Chief Preston King utilized a slide show presentation and updated the council on the current status of the Emergency Operations Center/Fire Station #3 Project. In addition to his report, Chief Cockman presented a preliminary concept plan for the center and highlighted that the city staff has been working with the architect in order to develop plans that are functional and provide for the needs of the department while managing the potential cost of the project.

The current plan design is for a single-story 2-bay facility of up to approximately 13,000 square feet. The proposed plans include, but are not limited to the following amenities, a hot zone or vehicle bays with a staircase to the mezzanine floor, a clean/dirty room, tool shop, compressor room, and a public area with a lobby and training room, a private area or dayroom with a kitchen, sleeping rooms, and bathroom facilities.

The project team is still awaiting concurrence from FEMA on the Environmental and Historical Screening documents submitted in October 2024. An extension of the FEMA grant has already been authorized. Approximately \$4.9 million in non-city funds is currently dedicated to the project.

The entire facility is projected to be completed by the end of 2026. Plans for the construction of a roadway and utilities are expected to begin later this year following a bid process. These plans are ready and are awaiting final permits from the North Carolina Department of Transportation and the North Carolina Department of Environmental Quality.

A copy of the slide show presentation utilized by Chief Cockman and Deputy Chief King is on file in the city clerk’s office.

(ii) **Budget Ordinances Relating to the Emergency Operations Center/Fire Station #3**

(a) **Project Ordinance – Emergency Operations Center/Fire Station #3 Capital Reserve Fund**

Ms. Reaves presented and recommended adoption, by reference, of a project ordinance relating to the Emergency Operations Center/Fire Station #3 for fiscal year 2024-2025. Council Member Bell moved, and Council Member Heath seconded the motion to adopt the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

4 ORD 3-25

PROJECT ORDINANCE
Emergency Operating Center / Fire Station #3 Capital Reserve Fund
FY 2024-2025

WHEREAS, The City of Asheboro is estimating the cost to be between \$7-9 million dollars for design and construction of the Emergency Operating Center / Fire Station #3 (EOC/FS#3).

WHEREAS, the City of Asheboro desires to set up a capital reserve fund to save and restrict money as additional resources for this capital project.

WHEREAS, the City of Asheboro desires to transfer \$2 million dollars from the general operating fund to the capital reserve fund.

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

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

Section 1: The Emergency Operating Center / Fire Station 3 (EOC/FS#3) Capital Reserve Fund is hereby authorized as a capital reserve fund with current revenues and expenditures projected as listed below.

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

Section 3: The following revenues are anticipated to be available:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
60-000-300.0000-60	GF Contribution	\$2,000,000

Section 4: The following expenditures are anticipated.

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
60-000-930.7100-60	Transfer to EOC / FS#3 capital project Fund #71	2,000,000

Adopted the 6th day of March 2025.

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

ATTEST:

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

(b) Ordinance to Amend the General Fund

Ms. Reaves presented and recommended adoption, by reference, of an ordinance to amend the general fund for fiscal year 2024-2025. Council Member Heath moved, and Council Member Burks seconded the motion to adopt the following ordinance by reference. There were no dissenting votes.

5 ORD 3-25

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2024-2025**

WHEREAS, The City of Asheboro is constructing an Emergency Operating Center / Fire Station #3 (EOC / FS#3).

WHEREAS, the current estimated cost for the EOC/ FS#3 is \$7-9 million dollars.

WHEREAS, the City of Asheboro wishes to transfer from fund balance to the newly created reserve fund named Emergency Operating Center / Fire Station #3 Reserve Fund.

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

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

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

That the following revenue line item be increased / decreased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase/ Decrease</u>
10-000-399-0000	Fund Balance Allocation	2,000,000

That the following expense line item be increased / decreased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase/ Decrease</u>
10-530-585.0060	Transfer to EOC / FS Reserve Fund	2,000,000

Adopted this 6th day of March 2025,

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

ATTEST:

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

[Prior to the consideration of agenda item 8(C), which pertained to the McCrary Ballpark Project, Council Member Trogdon moved, and Council Member Swiers seconded the motion, to suspend the rules and move agenda item 8(C) to the end of the agenda. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.]

(C) Jarrell Center City Garden (Formerly Agenda Item No. 8(D))

(i) Current State of the Project

Assistant City Manager Trevor Nuttall utilized a slide show presentation and requested the authorization of an engagement with Insight Planning and Development, a firm experienced in CDBG Administrative Services. The firm would assist the city with a program amendment, meeting the submission requirements provided by the North Carolina Department of Commerce (NCDOC) to reassign more than \$240,000 in remaining CDBG-CV funds for the construction of the Jarrell Center City Garden. City staff has been talking with the firm since the council authorized a request for proposals several months ago. City staff now believes there is a path forward to gain the necessary approvals reassigning these funds.

The funds may time out in early 2026, and it could take up to 90 days to complete the amendment process with the NCDOC and HUD. City staff had previously requested an amendment from the state but it was rejected. With the assistance of Insight Planning and Development, city staff believes there is a more compelling case for the amendment. The amendment process has grown increasingly complex due to state and federal requirements and requires additional work that will be most efficiently handled by Insight.

If the amendment is successful, the city would only need to appropriate \$60,000 in additional local funds to access \$540,000 in federal funds, which thus far remain unaffected by efforts at the federal government to trim spending. The proposal is phased with the amendment process (Phase A) costing \$15,000. Upon success of the amendment, the city could then direct Insight to assist with grant fund monitoring related to the construction activities (Phase B) at a cost of \$20,000. The costs for Phase B could be paid from the \$240,000 of reassigned funds.

A copy of the slide show presentation utilized by Mr. Nuttall is on file in the city clerk's office.

(ii) Council Action on the Proposal from Insight Planning and Development

Council Member Bell moved, and Council Member Heath seconded the motion to approve the entirety of the proposal from Insight Planning and Development. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

(D) Zoo City Loop Project (Formerly Agenda Item No. 8(E))

City Manager John Ogburn utilized a slide show presentation in order to discuss the Zoo City Loop Project. As reported to the council in October 2024, the city has been informed that the North Carolina Department of Transportation (NCDOT) was expecting to be able to increase the initial award through the Carbon Reduction Program from \$440,000 to \$586,000, thereby reducing the city's required match from \$293,333 to \$146,667.

The funding was provided via an application that the city submitted to support the launch of the proposed Zoo City Loop Deviated Fixed Route to be operated in partnership with the Randolph Senior Adults Association (specifically RCATS). The money was to be used to purchase four (4) electric light transit vehicles and could also cover some ancillary expenses related to upgrading the power necessary for the charging infrastructure. The city staff believes there is currently some uncertainty related to this funding as a result of efforts at the federal government aimed at trimming spending.

No formal action was taken by the council during this portion of the meeting. A copy of the slide show presentation utilized by Mr. Ogburn is on file in the city clerk's office.

9. Council Action on the Community Development Division's Request to Schedule and Advertise the Required Public Hearing on a Proposed Appropriation to the Randolph County Economic Development Corporation

Mr. Ogburn requested the authorization to schedule and advertise the required public hearing on a proposed appropriation of \$119,900 to the Randolph County Economic Development Corporation for industrial site development. Council Member Bell moved, and Council Member Swiers seconded the motion to authorize the scheduling and advertising of the required public hearing on the proposed economic development appropriation. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

[As previously noted in these minutes, the council suspended the rules and moved agenda item 8(C) to the end of the meeting. Likewise, since agenda item 10 is essentially related to agenda item 8(C) involving McCrary Ballpark, Council Member Bell moved, and Council Member Heath seconded the motion to move agenda item 10 to the end of the meeting. Council Members, Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.]

10. Consent Agenda (Formerly Agenda Item No. 11)

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

(A) Approval of the City Council Meeting Minutes for January 9, 2025

The meeting minutes for the city council's regular meeting on January 9, 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) Approval of the City Council Meeting Minutes for February 6, 2025

The meeting minutes for the city council's regular meeting on February 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.

(C) Acknowledgement of the Receipt of the Meeting Minutes for the Asheboro ABC Board Meeting Held on January 7, 2025

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

(D) Approval of the Community Development Division's Request to Schedule for the City Council Meeting on April 10, 2025, and to Advertise Legislative and Quasi-Judicial Hearings for the Three Cases Listed Below.

- (i) **RZ-25-06: Request to rezone property from R10 Medium-Density Residential to R10 (CZ) Medium-Density Residential Conditional Zoning for five two-family dwellings located at 411 and 441 North McCrary Street (Randolph County Parcel Identification Numbers 7751450308, 7761450436, 7751359466, 7751450734, 7751450821).**
 - (ii) **RZ-05-07: Request to rezone property from OA6/RA6 Office Apartment and High Density Residential to OA6 (CZ) Office Apartment Conditional Zoning for development with multiple family dwellings located at 721 Sunset Avenue and 129 South Cherry Street (Randolph County Parcel Identification Numbers 775142797, 7751520554, 7751520778, and 7751521594).**
 - (iii) **RZ-25-08: Request to apply City of Asheboro High-Density-Residential zoning RA6 (CZ) for development with multiple family dwellings on property located on Crestview Church Road, southwest of Zoo Parkway (Randolph County Parcel Identification Number 7669360946.**
- (E) **Acknowledgement of the Receipt of Monthly Report Detailing Major Subdivisions Administratively Approved**

There have been none approved.

- (F) **Approval of Amendments to the Meeting Minutes for the Regular City Council Meetings Held in November and December 2024 to Correct Certain Clerical Errors**

Clerical errors were discovered in the previously approved meeting minutes for November 7, 2024 and December 5, 2024. Certain ordinance numbers were incorrectly assigned in the referenced meeting minutes. With the approval of the consent agenda, the corrected ordinance numbers were noted and approved. Updated meeting minutes have been posted to the city's website.

- (G) **Approval of the Final Decision Document for SUP-24-02**

**Case No. SUP-24-02
Final Decision Document
City Council of the City of Asheboro, North Carolina**

**IN THE MATTER OF AN APPLICATION FOR A
SPECIAL USE PERMIT AUTHORIZING A BILLBOARD**

**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, after continuances from the City Council's regular meetings in December 2024 and January 2025, was conducted during a regular meeting on February 6, 2025. After receiving documentary evidence and sworn testimony, the City Council, on the basis of competent, material, and substantial evidence, hereby enters the following:

FINDINGS OF FACT

1. By and through member-manager Eric T. Lambeth, Jaeco General Contracting, L.L.C., a North Carolina limited liability company, applied for a special use permit (“SUP”) authorizing the installation of a 10' X 30' digital LED billboard sign on the northwest corner of the applicant’s property. This application was received by city planning department staff on October 11, 2024.

2. The billboard is proposed for a single parcel of land with 727 Jaeco Caudill Drive as the street address. This location is at the intersection with North Carolina Highway 49 South. The parcel of land at issue (the “Zoning Lot”) is owned by the applicant and is approximately 9.51 acres in size. The Zoning Lot is more specifically identified by Randolph County Parcel Identification Number 7740511663.

3. City of Asheboro Community Development Director John Evans was placed under oath and presented testimony focused on the information in the written city staff report submitted and discussed during the hearing. This testimony included the following items:

- (A) The existing and principal land use on the Zoning Lot is classified under the City of Asheboro Zoning Ordinance (the “AZO”) as a manufacturing, processing, and assembly land use;
- (B) The billboard proposed for the Zoning Lot is classified under the AZO as a “Signs, Off Premise Billboard & Poster Panel, etc.” land use;
- (C) The height of the proposed billboard is 30' above grade, and the face will primarily be a digital LED display;
- (D) The Zoning Lot is surrounded primarily by industrially zoned parcels, with some residential uses in the area (the residential property is approximately 300' away);
- (E) The Zoning Lot is located in an I2 zoning district, and the proposed new land use is permitted in this zoning district;
- (F) North Carolina Highway 49 South is a state-maintained major thoroughfare, and Jaeco Caudill Drive is a state-maintained road;
- (G) The Zoning Lot is approximately 600' northeast of the United States Highway 64 Bypass interchange;
- (H) Billboards are also subject to review and approval by the North Carolina Department of Transportation (“NCDOT”);
- (I) The applicant responded positively to city staff comments and provided revisions to the land use plan to confirm the billboard would be located outside the public right-of-way and to provide information on finished grade, details on construction materials and method of construction, light intensity, frequency of changeable copy, and information on retention of vegetation;
- (J) The Growth Strategy Map indicates that the Zoning Lot is in a primary growth area, and the Proposed LDP Map designates the area as industrial; and
- (K) In combination with the AZO, the applicant has submitted the required site plan.

4. Billboards are subject to special use regulations that are specified for “Signs, Off Premise” in AZO Section 5.05(19). This subsection provides is quoted below in italics.

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

- (1) Off premise signs may only be located along existing major thoroughfares or freeways as identified by the adopted Asheboro Thoroughfare Plan.*
- (2) The zoning district shall have at least 1,000 linear feet frontage along the major thoroughfare or freeway in question.*
- (3) Off premise sign structures shall be located a minimum of 1,000 linear feet apart as measured along the center line of the major thoroughfare or freeway. Only one off premise sign structure may occur every 1,000 linear feet.*
- (4) Off premise signs shall not exceed thirty-five (35) feet in height.*
- (5) Off premise signs shall be rectangular in shape and no part of the advertising face or copy shall extend or protrude beyond the outer limits of the rectangle.*
- (6) No portion of the off premise sign supporting structure shall be visible above the rectangular sign face.*
- (7) Off premise signs shall be limited to freestanding ground signs, only.*
- (8) No additional signs shall be permitted on any part of the supporting structure or bracing of an off premise sign.*
- (9) A billboard sign face area shall not exceed three-hundred (300) square feet in size.*
- (10) Off premise signs may only be single-faced, double-faced (back to back) or multi-faced provided that:*
 - (a) The total sign faces in any one direction do not exceed size requirements set forth in (9) above.*
 - (b) There is a definite distinction (such as a border or trim) between the individual sign faces to separate advertising copy.*
 - (c) The backs of back-to-back/double-faced signs are not separated by more than thirty-six (36) inches.*
 - (d) Double-faced or multi-faced signs when constructed in the form of a "V" when viewed from above or below, shall not exceed an angle (as measured at the apex) greater than forty-five (45) degrees.*
 - (e) Double-faced or multi-faced signs shall be structurally tied together to be considered as one structure.*
 - (f) Multi-faced signs shall not have more than two (2) sign faces per structure.*
- (11) Landscaping and screening shall be provided subject to the approval of the Planning Department. No undue undercutting of existing vegetation shall be permitted.*
- (12) No billboard shall be permitted within 100 linear feet of any residential district (R40, R15, R10, R7.5, and RA6).*

- (13) *Off premise signs as provided for under Chapter 7 shall not be required to comply with the provisions set forth in this Section.*
- (14) *Off premise signs must comply with regulations established by the N.C. Board of Transportation. However, the State or city requirement that is more stringent or restrictive shall apply. It is the responsibility of the sign owner to insure compliance with State and city regulations.*
- (15) *An application for a Special Use Permit as required under this Section shall be accompanied by plans showing the following information:*
 - (a) *Location of the proposed billboard, including setback from public right-of-way.*
 - (b) *Location of any existing buildings or structures within 100 feet of the proposed billboard.*
 - (c) *Location of proposed billboard in relation to any residential district (R40, R15, R10, R7.5, and RA6) to enable a determination of compliance with this Section.*
 - (d) *Size of the proposed billboard including the number of sign faces and their dimensions, as well as the proposed height of said billboard.*
 - (e) *Proposed method of landscaping and screening.*
 - (f) *Proposed removal of any existing vegetation.*
 - (g) *Type of construction material and method of construction.*

5. Mr. Evans offered uncontroverted testimony that, with the inclusion of the staff recommended supplemental conditions, the applicant's proposal, specifically including the required site plan, complied with the applicable AZO conditions and specifications.

6. The supplemental conditions proposed by city staff were entered into the record by Mr. Evans. These proposed conditions were stated as follows in italics.

- (A) *In addition to any use permitted by right in the I2 zoning district, the use approved shall be one off-premises billboard, classified as "Signs, Off Premise Billboard & Poster Panel, etc." and consistent with the approved plan and the requirements of AZO Section 5.05(19).*
- (B) *Prior to the issuance of a zoning compliance permit, the following must be completed:*
 - (i) *The applicant shall obtain any required NCDOT permits; and*
 - (ii) *A final decision document authorizing the SUP must be approved by the City Council.*
- (C) *Electronic changeable copy shall operate on a five second minimum delay.*
- (D) *Maximum brightness levels shall not exceed 5,000 nits during daylight hours and shall not exceed 500 nits between dusk and dawn, as measured from the sign face.*

7. Nick K. Blackwood, Esq. offered testimony and submitted supplementary documentary evidence on behalf of the applicant. Mr. Blackwood noted that the plans submitted by the applicant have been stamped by a professional engineer, who was available to testify if needed. The proposed billboard is in an industrially zoned district, abuts a state

highway, and, as evidenced by photographs used during the hearing, the proposed billboard raises no sight line concerns.

8. On behalf of his client, Mr. Blackwood accepted the above-stated supplementary conditions that were initially proposed by the city planning staff.

9. H.R. Gallimore, CCIM with RE/MAX Central Realty in Asheboro is 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 will not have a negative impact on the value of adjoining properties. No testimony was offered in opposition to this expert opinion.

10. Furthermore, 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 the SUP needed to lawfully develop the billboard land use proposed for the Zoning Lot. All aspects of the application are compliant with the AZO.

3. On the basis of the evidence and sworn testimony presented during the hearing, the City Council has concluded that the proposed land use meets the special use regulations applicable to billboards as well as the four general 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 applicant is hereby issued a SUP authorizing the billboard proposed for the Zoning Lot. 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 remain in compliance with the conditions listed below.

- (A) In addition to any use permitted by right in the I2 zoning district, the use approved shall be one off-premises billboard, classified as "Signs, Off Premise Billboard & Poster Panel, etc." and consistent with the approved plan and the requirements of AZO Section 5.05(19).
- (B) Prior to the issuance of a zoning compliance permit, the following must be completed:
 - (i) The applicant shall obtain any required NCDOT permits; and
 - (ii) A final decision document authorizing the SUP must be approved by the City Council.
- (C) Electronic changeable copy shall operate on a five second minimum delay.
- (D) Maximum brightness levels shall not exceed 5,000 nits during daylight hours and shall not exceed 500 nits between dusk and dawn, as measured from the sign face.

The foregoing final decision document was adopted by the Asheboro City Council in an open session during a regular meeting held on March 6, 2025.

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

ATTEST:

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

- (H) **Acknowledgement of the Filing in the City Clerk's Office of the Oath of Office Forms Executed by the Members of the Asheboro Airport Authority on February 26, 2025**

The city council members received copies of the following oath of office forms that were executed by the members of the Asheboro Airport Authority on February 26, 2025.

OATH OF OFFICE

ASHEBORO AIRPORT AUTHORITY MEMBER

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

I, Bobby J. Crumley, do solemnly and sincerely affirm that I will support 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 and ability; and that I will faithfully discharge the duties of my office as a member of the Asheboro Airport Authority.

/s/Bobby J. Crumley
Bobby J. Crumley

Affirmed and subscribed before me this 26th day of February, 2025.

/s/Tammy M. Williams
Tammy M. Williams
Deputy City Clerk

OATH OF OFFICE

ASHEBORO AIRPORT AUTHORITY MEMBER

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

I, Stephen R. Knight, do solemnly and sincerely affirm that I will support 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 and ability; and that I will faithfully discharge the duties of my office as a member of the Asheboro Airport Authority.

/s/Stephen R. Knight
Stephen R. Knight

Affirmed and subscribed before me this 26th day of February, 2025.

/s/Tammy M. Williams
Tammy M. Williams
Deputy City Clerk

OATH OF OFFICE

ASHEBORO AIRPORT AUTHORITY MEMBER

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

I, Bradley Lanier, do solemnly and sincerely affirm that I will support 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 and ability; and that I will faithfully discharge the duties of my office as a member of the Asheboro Airport Authority.

/s/Bradley Lanier
Bradley Lanier

Affirmed and subscribed before me this 26th day of February, 2025.

_____/s/Tammy M. Williams
Tammy M. Williams
Deputy City Clerk

OATH OF OFFICE

ASHEBORO AIRPORT AUTHORITY MEMBER

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

I, Mark Vuncannon, do solemnly and sincerely affirm that I will support 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 and ability; and that I will faithfully discharge the duties of my office as a member of the Asheboro Airport Authority.

_____/s/Mark Vuncannon
Mark Vuncannon

Affirmed and subscribed before me this 26th day of February, 2025.

_____/s/Tammy M. Williams
Tammy M. Williams
Deputy City Clerk

OATH OF OFFICE

ASHEBORO AIRPORT AUTHORITY MEMBER

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

I, Alan York, do solemnly and sincerely affirm that I will support 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 and ability; and that I will faithfully discharge the duties of my office as a member of the Asheboro Airport Authority.

_____/s/Alan York
Alan York

Affirmed and subscribed before me this 26th day of February, 2025.

_____/s/Tammy M. Williams
Tammy M. Williams
Deputy City Clerk

(I) **Approval of a Salt/Brine Reimbursement Agreement with the North Carolina Department of Transportation**

RESOLUTION NUMBER 6 RES 3-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**SALT/BRINE REIMBURSEMENT AGREEMENT WITH THE
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the City of Asheboro is authorized under North Carolina law to purchase deicing salt / salt brine from the North Carolina Department of Transportation (the “NCDOT”) to provide for the safe and efficient utilization of transportation systems that serve the public good; and

WHEREAS, city staff members have recommended entering into a salt / brine reimbursement agreement with the NCDOT to acquire in an efficient and economical manner deicing salt / salt brine for the city’s future use; and

WHEREAS, the salt / brine reimbursement agreement transmitted to the city by NCDOT (the “Agreement”), which has received a favorable recommendation from city staff, is attached hereto as EXHIBIT 1 and is incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the city council concurs with the favorable recommendation received from city staff.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the Agreement attached to this Resolution as EXHIBIT 1 is hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the Mayor, City Clerk, and all other necessary city officials are hereby directed to execute on behalf of the city any and all legal instruments necessary to carry into full force and effect the Agreement attached hereto as EXHIBIT 1.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on March 6, 2025.

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

ATTEST:

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

[Exhibit 1 as referenced in the above resolution is on file in the city clerk’s office.]

The remainder of this page was intentionally left blank.]

11. Community Development Items Presented by the Community Development Director (Formerly Agenda Item No. 12)

- (A) Quasi-Judicial Hearing (Case No. SUP-25-01): An application for a Special Use Permit for property located at 1730 South Fayetteville Street totaling approximately 0.16 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7750742451, to authorize a new land use classified as “Signs, Off premise Billboard & Poster Panel, etc.”**

Mayor Smith opened the quasi-judicial hearing on the application by Tella Billboards LLC for a Special Use Permit for a billboard. Community Development Director John Evans was placed under oath and presented the planning staff's analysis of the request that included a properly submitted site plan for the Special Use Permit. The request pertains to approximately 0.16 acres of land located at 1730 South Fayetteville Street. Randolph County Parcel Identification Number 7750742451 more specifically identifies the property.

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

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

1. The request is for a Billboard, classified by the zoning ordinance as “Signs, Off premise Billboard & Poster Panel, etc.” The existing and principal land use of the property is “Rental/Sales of Domestic Vehicles.”
2. The applicant has provided dimensions that include a height of 35' above grade, 12' X 24' dimensions, and the face being a static, non-digital display.
3. South Fayetteville Street is a state-maintained major thoroughfare.
4. Billboards are also subject to review and approval by NCDOT.
5. Billboards have certain locational and separation requirements described in Section 5.05 (19) below. Staff has determined that these requirements have been met.
6. The billboard is subject to the general lighting requirements of the Asheboro Zoning Ordinance.
7. As required by the ordinance, the site plan shows five Helleri Holly shrubs as landscaping around the base of the billboard.
8. Permitting of the billboard is exclusive of permitting for other signs allowed in the I2 district that are subject to general ordinance requirements.

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

SUP Requirements

Section 5.05(19) Signs, Off Premise

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

- (1) Off premise signs may only be located along existing major thoroughfares or freeways as identified by the adopted Asheboro Thoroughfare Plan.
- (2) The zoning district shall have at least 1,000 linear feet frontage along the major thoroughfare or freeway in question.
- (3) Off premise sign structures shall be located a minimum of 1,000 linear feet apart as measured along the center line of the major thoroughfare or freeway. Only one off premise sign structure may occur every 1,000 linear feet.
- (4) Off premise signs shall not exceed thirty-five (35) feet in height.
- (5) Off premise signs shall be rectangular in shape and no part of the advertising face or copy shall extend or protrude beyond the outer limits of the rectangle.
- (6) No portion of the off premise sign supporting structure shall be visible above the rectangular sign face.
- (7) Off premise signs shall be limited to freestanding ground signs, only.
- (8) No additional signs shall be permitted on any part of the supporting structure or bracing of an off premise sign.
- (9) A billboard sign face area shall not exceed three-hundred (300) square feet in size.
- (10) Off premise signs may only be single-faced, double-faced (back to back) or multi-faced provided that:
 - (a) The total sign faces in any one direction do not exceed size requirements set forth in (9) above.
 - (b) There is a definite distinction (such as boarder or trim) between the individual sign faces to separate advertising copy.
 - (c) The backs of back-to-back/double-faced signs are not separated by more than thirty-six (36) inches.
 - (d) Double-faced or multi-faced signs when constructed in the form of a "V" when viewed from above or below, shall not exceed an angle (as measured at the apex) greater than forty-five (45) degrees.
 - (e) Double-faced or multi-faced signs shall be structurally tied together to be considered as one structure.
 - (f) Multi-faced signs shall not have more than two (2) sign faces per structure.
- (11) Landscaping and screening shall be provided subject to the approval of the Planning Department. NO undue undercutting of existing vegetation shall be permitted.
- (12) No billboard shall be permitted within 100 linear feet of any residential district (R40, R15, R10, R7.5, and RA6).
- (13) Off premise signs as provided under Chapter 7 shall not be required to comply with the provisions set forth in this Section.
- (14) Off premise signs must comply with regulations established by the N.C. Board of Transportation. However, the State or city requirement that is more stringent or restrictive shall apply. It is the responsibility of the sign owner to ensure compliance with State and city regulations.

- (15) An application for a Special Use Permit as required under this Section shall be accompanied:
- (a) Location of the proposed billboard, including setback from public right-of-way.
 - (b) Location of any existing buildings or structures within 100 feet of the proposed billboard.
 - (c) Location of proposed billboard in relation to any residential district (R40, R15, R10, R7.5, and RA6) to enable a determination of compliance with this Section.
 - (d) Size of the proposed billboard including the number of sign faces and their dimensions, as well as the proposed height of said billboard.
 - (e) Proposed method of landscaping and screening.
 - (f) Proposed removal of any existing vegetation.
 - (g) Type of construction material and method of construction.

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

- (A) In addition to any use permitted by right in the I2 zoning district, the use approved shall be one off-premises billboard, classified as “Signs, Off premise Billboard & Poster Panel, etc.” and consistent with the approved plan and the requirements of Section 5.05(19).
- (B) Prior to the issuance of a zoning compliance permit, the following must be completed:
 - (i) The applicant shall obtain any required NCDOT permits.
 - (ii) Final Decision Document authorizing the Special Use Permit must be approved by the city council.

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

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

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

A final decision document with the formal findings of fact, conclusions of law, and order authorizing the Special Use Permit will be entered by the council during the next regular meeting on April 10, 2025. A copy of the slide show presentation utilized by Mr. Evans is on file in the city clerk’s office.

- (B) Legislative Hearing (Case No. RZ-25-02): Request to rezone property located approximately 100 feet east of Ridgewood Circle (Randolph County Parcel Identification Number 7762740259) to amended RA6 (CZ) High-Density Residential (Conditional Zoning) to allow a Residential Planned Unit Development.**

Mayor Smith opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-25-02. Mr. Evans was the first speaker. In addition to entering into the records 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 William Hedrick.

The land for which the above-described zoning has been requested is located on East Allred Street. The property is approximately 3.67 acres in size and is more specifically identified by Randolph County Parcel Identification Number 7762740259 (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 following points of information were noted.

1. The request is for a Residential Planned Unit Development with 10 dwellings on 10 lots.
2. A Residential Planned Unit Development with 10 dwellings was approved in 2018. On October 7, 2021, a request for 16 dwelling units was denied by the city council. That request was denied due to the inconsistency with the Neighborhood Residential designation on the Proposed Land Use Map, its location in a floodplain and on slopes with more than a 20% grade, and limited parking and street congestion.
3. The current request includes 10 attached dwelling units, consisting of two groups of five dwellings in each structure. Each unit contains a single-car garage plus a driveway for two vehicles. In addition, there are 3 visitor parking spaces with some on-street parking (on one side) available. The development approved in 2018 has received preliminary subdivision plat approval and permitting for construction.
4. Due to the change in building design, changing from a single-story to a two-story design, staff deemed this to be a modification requiring council approval. In addition, the recreation area has moved from the western side of the property close to the creek to the northern side of the property. The initial application requested 14 dwelling units. After the Planning Board meeting on February 6, the applicant amended the request to propose 10 dwellings instead of 14.
5. The western portion of the property (approximately 1.6 acres) is located within a flood hazard area. The project must comply with the Flood Damage Prevention Ordinance.
6. The zoning ordinance describes the RA6 Residential District as “intended to produce a high intensity of residential uses in close proximity to major nodes of non-residential development, characterized primarily by group housing, plus the necessary governmental and other support facilities to service that level of development. Land designated RA6 shall normally be located with access to a minor thoroughfare or higher classification street with access to local residential streets discouraged.”
7. Since the approval of a Residential Planned Unit Development with 10 units in 2018, there has been additional residential growth, including the continued construction of the Robins Nest Subdivision to the east, and the rezoning of property on the corner of East Allred Street and Gold Hill Road from a commercial to a residential district.
8. Proposed landscaping includes 9 crepe myrtle trees and use of existing vegetation in the street yard, a 5’ side screen on the eastern side consisting of both evergreen hedge 6’ in height, with plantings spaced no more than 5’ on center plus a solid 6’ wooden fence, and use of existing vegetation on the western and northern sides of the property.

9. The applicant's design team has indicated that the recreation area depicted on the site plan will be a passive recreation area consisting of a dog play area and picnic/BBQ area.
10. The site plan was shared with Asheboro City Schools and USPS. Asheboro City Schools did not provide comments. USPS has indicated they have no initial comments.
11. A preliminary subdivision plat authorizing construction has been approved for the 10 dwellings that were approved in 2018.

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

Proposed Land Use Map Designation: Neighborhood Residential

Growth Strategy Map: Primary Growth Area

Small Area Map: East

LDP Goals/Policies that Support the Request:

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

Checklist Item 11: Rezoning will promote the type of development described in Design Principles.

Checklist Item 12: Property is located outside of watershed.

LDP Goals/Policies that Do Not Support the Request:

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

Checklist Items 13-14: 13.) The property is located within Special Hazard Flood Area. 14.) Rezoning is located on steep slopes of greater than 20%.

The City of Asheboro Planning Board considered the zoning map application and recommended denying the placement of the Zoning Lot into the requested RA6 (CZ) zoning district. The planning board recommended denial of the request based on a site plan with 14 dwellings, in agreement with the following consistency and reasonableness statements offered by staff based on that request:

Planning Board Adopted Plan Consistency Statement

The proposed designation is inconsistent with the Land Development Plan Neighborhood Residential Proposed Land Use Map designation. Although the plan includes several features described by that designation (sidewalks, open and recreation space, clustering development outside of environmentally sensitive areas such as floodplains and steep slopes), the Neighborhood Residential Designation emphasizes primarily single-family dwellings and "new neighborhoods of similar density to provide a sense of community." While it is acknowledged that the current plan proposes changes in response to concerns raised during the last request in 2021, including reducing the number of proposed dwellings from 16 to 14, additional screening with a fence on the eastern side of the property in addition to a hedge, and additional resident/visitor parking, the proposed plan is less consistent with the Neighborhood Residential designation than the current RA6 (CZ) designation due to increased density from 10 to 14

dwelling on a property that has limitations due to the extent of steep slopes and floodplain existing on the property.

Planning Board Adopted Plan Reasonableness Statement

Given public comments related to increased intensity and incompatibility of the development with the character of surrounding land uses raised during the previous request in 2021 ultimately resulting in a denial of that request, and the existing RA6 (CZ) designation likely accommodating more dwellings and housing than what would be allowed if the property were located in a general district, staff believes that the existing RA6 (CZ) district that allows 10 dwellings provides a reasonable designation that balances the interests of the property owner, neighbors, and surrounding community and serves the public interest.

Since the Planning Board's review of the request during its February 6, 2025 meeting, the applicant has amended their request and site plan and staff has updated the staff's consistency statement and recommendation based on the revised plan with 10 dwellings.

Staff Updated Plan Consistency Statement

While the request has higher density than surrounding land uses, which is a key component of determining whether the proposal complies with the Neighborhood Residential designation, the plan provides many elements that are described as important by that designation (sidewalks, open/recreation space, clustering development outside of environmentally sensitive areas such as floodplains and steep slopes). The plan also addresses environmental constraints by further reducing the footprint that the dwellings encompass close to areas of steep slopes and floodplain that exist on the property.

Staff Updated Reasonableness Statement

Since a residential Planned Unit Development has already been approved, staff's analysis of reasonableness compares the approved plan with the proposed plan. Given prior comments related to density, building footprints on a property with environmental constraints, increased screening and buffering, and more ample parking to reduce street congestion, the city staff believes that the current request can better address concerns over these items than the current approved plan while not increasing the overall density of the development. Therefore, staff believes this is a reasonable designation that balances the interests of the property owner, neighbors, and surrounding community and serves the public interest.

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 use approved shall be a Residential Planned Unit Development, with a total of 10 dwelling units located on 10 lots.*
- (B) *All parties involved in this request, including the owner, successors, heirs, and assigns, agree to the conditions and approved site plan.*
- (C) *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.*
- (D) *The site plan shows preservation of existing vegetation, outside of areas of necessary site disturbance, along the western and northern portions of*

the property. If the vegetation is not preserved in this area, a Type A Buffer or Screen shall be installed by the developer.

- (E) The site plan shows a combination of preservation of existing vegetation and planted vegetation, outside of areas of necessary site disturbance, within the front yard along East Allred Street. At a minimum, vegetation required by Chapter 6 of the zoning ordinance shall be installed and maintained within the front yard along East Allred Street.*
- (F) Enclosure of concrete pads to the rear of dwellings or other additions to the rear of residential dwellings outside the common area shall not be considered a modification of the permit requiring city council review.*
- (G) Prior to a preliminary plat, the applicant shall submit details on the sewer connection involving the adjoining property to the north.*
- (H) Additional details on the recreation area, including identification of proposed play equipment/structure(s) and labeling of sidewalk between Cane Creek Court and recreation area, shall be included on the preliminary plat.*
- (I) Area within public right-of-way for turnaround at the end of Cane Creek Drive shall be prohibited from parking in such a way that interferes with emergency or sanitation vehicles in compliance with Chapter 71 of the Asheboro Code of Ordinances.*
- (J) If the postal service requires a different facility(s) for mail delivery than shown on the site plan, such a change will not be considered a modification of the conditional zoning district requiring council action. If required within the public right-of-way, at a minimum, an area shall be provided that is adequate for one (1) drop-off space for a motor vehicle including any maneuvering area. Any drop-off area shall be designed in accordance with commonly accepted traffic engineering practices. Construction of this area shall be the responsibility of the developer and is subject to approval of the City of Asheboro Public Works Division and/or Engineering Department. Alternatively, should the developer choose to construct the community mailbox(es) and any associated vehicular areas in a location completely on private property, this shall not be considered a modification, subject to Section 4.05 of the Asheboro Zoning Ordinance.*
- (K) The developer shall ensure that no portion of a structure encroaches into a City of Asheboro sanitary sewer easement.*
- (L) Any water meter located outside the public right-of-way shall be located within the City of Asheboro waterline easement. Surveying of any required city easements shall be the responsibility of the property owner.*
- (M) Installation of traffic and street signs within the development shall be the responsibility of the developer.*
- (N) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the applicant shall submit documentation detailing the following approvals:*
 - (i) Updated erosion control approval from NC Department of Environmental Quality, unless the applicant presents information from NCDEQ stating that no updated approvals are required.*
 - (ii) Information required to determine compliance with Flood Damage Prevention. Ordinance requirements, including any required certifications for utility construction or other*

development within Special Hazard Flood Areas (floodplains, floodways). A no-rise certification for utilities, such as sewer mains, constructed within the floodway shall be required prior to the issuance of a zoning compliance permit or construction activity within the floodway. If a no-rise certificate cannot be obtained due to forecasted rises as a result of the project, a CLOMR will have to be acquired from FEMA by the developer.

- (iii) Submittal and approval of a preliminary subdivision plat and any applicable fees.*
- (iv) Submittal of details concerning recreation space that complies with Section 3.01(S) of the Asheboro Zoning Ordinance.*

(O) 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 district in the chain of title for the Zoning Lot.

Mayor Smith opened the floor for comments from the public. Christian Vestal and William Hedrick presented comments in support of the request and accepted the staff suggested conditions.

Mr. Thomas Tennison posed general questions/concerns pertaining to the development. When no one else asked to speak, Mayor Smith transitioned to the deliberative phase of the process.

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

1. While the rezoning has higher density than surrounding land uses, which is a key component of determining whether the proposal complies with the Neighborhood Residential designation, the plan provides many elements that are described as important by that designation (sidewalks, open/recreation space, clustering development outside of environmentally sensitive areas such as floodplains and steep slopes). The plan also addresses environmental constraints by further reducing the footprint that the dwellings encompass close to areas of steep slopes and floodplain that exist on the property.

Since a residential Planned Unit Development has already been approved, the reasonableness analysis compares the previously approved plan with the proposed plan. Given prior comments related to density, building footprints on a property with environmental constraints, increased screening and buffering, and more ample parking to reduce street congestion, the city council has concluded that the current request can better address concerns over these items than the previously approved plan while not increasing the overall density of the development. Therefore, the city council has concluded that this is a reasonable designation that balances the interests of the property owner, neighbors, and surrounding community and serves the public interest.

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

Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

12. Additional Community Development Division Items Presented by the Planning/Zoning Director (Formerly Agenda Item No. 13)

- (A) Legislative Hearing (Case No. RZ-25-03): Request to rezone property located at 467 and 471 East Dorsett Avenue (Randolph County Parcel Identification Numbers 7750973085 and 7750975005) to an amended B2 (CZ) General Commercial Conditional Zoning district for the expansion of the existing manufacturing, processing, and assembly-light land use.**

Mayor Smith opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-25-03. Planning/Zoning Director Justin Luck was the first speaker. In addition to entering into the records 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 Jamie Crumley.

The land for which the above-described zoning has been requested is located at 467 and 471 East Dorsett Avenue. The property is approximately 0.97 of an acre in size and is more specifically identified by Randolph County Parcel Identification Numbers 7750973085 and 7750975005 (this property will be hereinafter referred to as the "Zoning Lot").

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

1. The proposed use is Manufacturing, Processing, and Assembly-Light, specifically for lawful processes involving agricultural and food products.
2. The B2 General Commercial District Statement of Intent: The B2 General Commercial District is intended to serve the convenience goods, shoppers' goods retail and service needs of the motoring public, both local and transient. This district should always be located with access directly to minor thoroughfares or higher classification streets, but never local residential streets.
3. Manufacturing, Processing and Assembly, Light is defined as: Activities described in Manufacturing, Processing and Assembly, Heavy conducted wholly within an enclosed structure and not employing more than 10 persons and utilizing no more than a total of 25 horsepower in power driven machines and material handling equipment.
4. Manufacturing, Processing and Assembly, Light is permitted in the B2 zoning district via a special use permit (Table 5-1) subject to the following standards:
 - (1) Off-street parking and loading spaces provided in accordance with Chapter 6.
 - (2) The applicant shall have adequate utilities (water, sewerage, etc.,) so that the proposed operation shall meet the requirements of the city Fire, Building Inspection, and Engineering Departments.
 - (3) The activity shall not endanger, damage, or have any other undesirable effects upon nearby non-industrial development by reason of its existence and operation.
 - (4) Buffering and screening shall be required as set forth in Chapter 6.
 - (5) Approvals granted under this section shall be for one specific use, to be identified by the applicant at the time of application, and shall not be transferable to other light industrial uses.

Requests for such changes in use shall be covered by the submission of a separate Special Use Permit application.

- (6) Light Manufacturing, Processing and Assembly as permitted by this SUP shall mean activities which are conducted within a fully enclosed structure, require no outdoor storage, utilizes no boilers or other equipment in excess of 25 HP individually, and employ a total of 10 or fewer employees.

5. The applicant proposes to construct a 4,800 square foot addition for additional manufacturing and storage area, including a connecting structure to the existing building.
6. The proposed driveway cut and loading area/access has been reviewed by the city Engineering Department and has been determined eligible for a driveway permit.
7. Technical corrections involving setbacks, front yard landscaping, screen fencing, and labeling have been addressed since review of the Planning Board.

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

Proposed Land Use Map Designation: Neighborhood Residential

Growth Strategy Map Designation: Primary Growth

Small Area Map: Central

LDP Goals/Policies that Support the Request:

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

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

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

LDP Goals/Policies that Do Not Support the Request:

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

Checklist Item 3: The property on which the rezoning district is proposed does not fit the description of the Zoning Ordinance.

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

The zoning map amendment is consistent with the Asheboro Land Development Plan in that it encourages development in the primary growth area and on land that is environmentally suitable for the type of use. The amendment is also consistent with Goal 1.2 which encourages employment opportunities.

Previously approved zoning amendments demonstrate that the existing and proposed use of the subject property is reasonable given the characteristics of the property, changing conditions in the area, and the public benefit gained through job creation. The conditional zoning process offers both flexibility to the property owner and the ability to ensure that the proposed use and manner it develops is compatible with surrounding land 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 use approved shall be Manufacturing, Processing, and Assembly-Light, specifically for lawful processes involving agricultural and food products.*
- (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) *It shall be the property owner's responsibility to obtain all permits and approvals requested for the proposed land use, including but not limited to, city driveway permitting.*
- (D) *Prior to the issuance of a zoning compliance permit, a site plan demonstrating compliance with all applicable zoning regulations and conditions, as well as the applicable permit fee, shall be submitted.*
- (E) *The maximum number of employees per shift shall be limited to 25.*
- (F) *The required screen/buffer shall be installed as shown on the approved site plan prior to the issuance of Certificate of Occupancy. Existing vegetation used for screening must be preserved and maintained in perpetuity and, if necessary, replaced with plantings consistent with "Screen C" requirements to continue its effectiveness.*
- (G) *The owner(s) of the Zoning Lot shall properly execute and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the city attorney for the purpose of placing notice of the conditions attached to this conditional zoning in the chain of title for the Zoning Lot.*

Mayor Simth opened the floor for comments from the public. Jamie Crumley presented comments in support of the request. Patricia Hunter posed questions about how the development will affect the neighborhood and the ability of the sanitary sewer system to serve the proposed land use. When no one else asked to speak, Mayor Smith transitioned to the deliberative phase of the process.

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

1. The rezoning is consistent with the Asheboro Land Development Plan in that it encourages development in the primary growth area and on land that is environmentally suitable for the type of use. The amendment is also consistent with Goal 1.2 which encourages employment opportunities.

Previously approved rezonings demonstrate that the existing and proposed use of the subject property is reasonable given the characteristics of the property, changing conditions in the area, and the public benefit gained through job creation. The conditional zoning process offers both flexibility to the property owner and the ability to ensure that the proposed use and manner it develops is compatible with surrounding land uses.

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

Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

(B) Legislative Hearing (Case No. RZ-25-04): Request to rezone property located at 131 and 137 North Randolph Avenue (Randolph County Parcel Identification Numbers 7761028920 and 7761027972) from R7.5/R10 (Medium-Density Residential), and B2 (CZ) General Commercial Conditional Zoning to B2 (CZ) General Commercial Conditional Zoning for Rental/Sales of Domestic Vehicles and Open Storage land uses.

Mayor Smith opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-25-04. Mr. Luck was the first speaker. In addition to entering into the records 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 Jenna McKenzie.

The land for which the above-described zoning has been requested, which is the property of Brandon Allen, is located at 131 and 137 North Randolph Avenue. The property is approximately 0.52 of an acre in size and is more specifically identified by Randolph County Parcel Identification Numbers 7761028920 and 7761027972 (this property will be hereinafter referred to as the "Zoning Lot").

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

1. The proposed land uses are Rental/Sales of Domestic Vehicles and Open Storage. The properties were previously used for single family dwellings and are now undeveloped. RZ-CUP-20-01 authorized a Rental/Sales of Domestic Vehicles land use in compliance with the approved conditions and site plan on the 137 North Randolph Avenue property; however, the development has not been implemented. The current use of the 137 and 131 North Randolph Avenue properties is not authorized by RZ-CUP-20-01 or the R7.5/R10 zoning districts and a Notice of Violation has been issued by the Code Enforcement Office.
2. The adjoining property features a Motor Vehicle Repair and Rental/Sales of Domestic Vehicles land use and serves as the office and required parking for the proposed land uses. Cross access between the subject property and the adjoining property is proposed. The adjoining property is currently zoned B2 and not part of this rezoning request.

- 3. B2 General Commercial District Statement of Intent: The B2 General Commercial District is intended to serve the convenience goods, shoppers’ goods retail and service needs of the motoring public, both local and transient. This district should always be located with access directly to minor thoroughfares or higher classification streets, but never local residential streets.
- 4. Relevant Zoning Ordinance Definitions:

Vehicle: A land operated means of transportation for persons or objects, including but limited to cars, trucks, buses, motorcycles, motor scooters, motor homes, and trailers. Domestic motor vehicles, commercial vehicles, and recreational vehicles are included within this definition.

Vehicle, Domestic: A vehicle that has a gross vehicle weight rating of less than 26,001 pounds.

Vehicle, Commercial: A vehicle that has a gross vehicle weight rating of at least 26,001 pounds.

Open Storage: The storage outside of a building, or within buildings with less than three sides, of materials, supplies, merchandise, equipment, commercial vehicles (i.e. delivery vans, contractor vehicles, towing trucks, cable/utility vehicle(s) and like items, but excluding junk.
- 5. Rental/Sales of Domestic Vehicles and Open Storage are permitted by right in the B2 Commercial District.
- 6. A “Screen D” is required along the southern property boundary. Screen D does not permit chain link as a fencing option.
- 7. RZ-CUP-20-01 conditioned no driveway access from N. Randolph Avenue. The applicant proposes a condition of no driveway access from N. Randolph Avenue.
- 8. In the Conditional Zoning application, the applicant references an “impound lot;” however, this use is no longer being requested as it does not fit within the definition of Open Storage.

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

Proposed Land Use Map Designation:	Commercial
Growth Strategy Map Designation:	Primary Growth
Small Area Plan:	Central

LDP Goals/Policies that Support the Request:

<u>Checklist Item 1:</u>	Rezoning is compliant with the Proposed Land Use Map.
<u>Checklist Item 3:</u>	The property on which the rezoning district is proposed fits the description of the Zoning Ordinance.
<u>Checklist Item 5:</u>	The proposed rezoning is compliant with the objectives of the Growth Strategy Map.

Checklist Item 8:

The request is an adaptive reuse of a vacant or unused lot or is an infill lot.

LDP Goals/Policies that Do Not Support the Request:

2.1.5:

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

Goal 3.2:

Quality design demanding appropriate scale and context.

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

The zoning map amendment is consistent with the Asheboro Land Development Plan as the properties are designated as commercial by the Proposed Land Use Map.

The zoning map amendment is reasonable given that the suggested conditions, in particular prohibition of driveway access from N. Randolph Avenue, ensure that the zoning amendment meets and exceeds zoning requirements to protect adjoining 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 uses approved shall be Rental/Sales of Domestic Vehicles and Open Storage.*
- (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) *It shall be the property owner's responsibility to obtain all permits and approvals required for the proposed land use, including but not limited to, NCDOT and city driveway permitting.*
- (D) *Prior to the issuance of a zoning compliance permit, a site plan demonstrating compliance with all applicable zoning regulations and conditions, as well as the applicable permit fee, shall be submitted.*
- (E) *Opaque chain link fence shall not be permitted as a method of screening of open storage along East Salisbury Street and North Randolph Avenue. Solid wooden fencing shall be opaque and either painted or stained a medium or dark finish with the decorative side adjacent to the public right-of-way and residentially zoned property. All fencing shall be maintained in perpetuity.*

- (F) *Opaque screening material shall be added to the existing chain link fence along the western property line in compliance with Section 6.09 (C)(1) of the Asheboro Zoning Ordinance.*
- (G) *No driveway access shall be permitted from North Randolph Avenue.*
- (H) *No signage shall be permitted on any fence.*
- (I) *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 Smith opened the floor for comments from the public. Jenna McKenzie and Daniel Carr, who is the tenant operating the business on the adjoining lot, presented comments in support of the requested zoning map amendment application.

Owen George, Rosanne Sims, and Todd Delaney presented comments in opposition to the requested rezoning. These speakers focused on the impact of the current business activities on the residential neighborhood and the quality of life. Specific note was made of the existing noncompliant open storage occurring on the Zoning Lot and its negative impact. They were also concerned with the potential increase in traffic along N. Randolph Avenue. When no one else asked to speak, Mayor Smith transitioned to the deliberative phase of the process. A petition that was submitted by Owen George is on file in the city clerk's office.

After engaging in deliberation about the zoning map amendment application, Council Member Bell moved, and Council Member Heath seconded the multi-part motion that (a) rejected the staff and planning board recommendation; (b) adopted a consistency statement that gives more weight to LDP Goal/Policy 2.1.5 and its goal to ensure development regulations provide appropriate transitional land uses between high-intensity industrial/commercial and low-intensity residential uses; (c) concluded that the proposed land uses are not appropriate transitional land uses; and (d) denied the requested rezoning. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

- (C) Legislative Hearing (Case No. RZ-25-05): Request to rezone property located at 4512 US 220 Business North (Randolph County Parcel Identification Number 7763080833) from B2 General Commercial to I1 (CZ) Light Industrial Conditional Zoning for Vehicle Towing Operation and Storage with Motor Vehicle Repair-Major.**

Mayor Smith opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-25-05. Mr. Luck was the first speaker. In addition to entering into the records 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 QAR Holding LLC.

The land for which the above-described zoning has been requested, which is the property of Lisa Maness Wentz, is located at 4512 U.S. Highway 220 Business North. The property is approximately 0.44 of an acre in size and is more specifically identified by Randolph County Parcel Identification Number 7763080833 (this property will be hereinafter referred to as the "Zoning Lot").

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

1. The proposed use is Motor Vehicle Repair – Major and Vehicle Towing Operation and Storage Facility.

2. I1 Industrial Development District Statement of Intent: The intent of the I1 Industrial Development District is to produce areas for manufacturing, servicing, and assembly uses, commercial uses, distribution and serving enterprises, controlled by performance standards to limit the effect of such uses within the district and on adjacent districts.
3. Relevant Zoning Ordinance Definitions:

Motor Vehicle Repair, Major: Any automotive repairs or servicing not listed under Motor Vehicle Repair, Minor. Further it is determined to be any structure in which machinery operated by mechanical power is installed which is designed for making major repairs to motor vehicles, or where in making repairs to motor vehicles the mechanical power employed in the operation of any machine or tool exceeds 3-HP or the total mechanical power provided or employed exceeds 15-HP.

Vehicle Storage Facility: The use of land or buildings to park, store and maintain vehicles associated with vehicle towing. This includes storage of towed vehicles while awaiting proper disposition of these vehicles and storage of vehicles engaged in vehicle towing (i.e. tow trucks). A vehicle towing yard does not include a vehicle towing operation.

Vehicle Towing Operation: A vehicle towing operation is solely designated for administrative activities associated with vehicle towing. A vehicle towing operation does not include a vehicle towing storage facility.

Vehicle Towing Operation and Storage Facility: The use of land or buildings for both vehicle towing storage facility and a vehicle towing operation.
4. Motor Vehicle Repair – Major and Vehicle Towing Operation and Storage Facility are permitted by right in the I1 Industrial District subject to supplemental use regulations.
5. A significant portion of the property is paved from a previous development.
6. NCDOT has reviewed the proposed site plan and has found it eligible for a driveway permit.
7. The property currently features 3 driveway cuts: The applicant proposed to repave and utilize one existing driveway cut on U.S. Highway 220 Business North and decommission the driveway closest to Idlewild Drive. The existing driveway cut on Idlewild Drive will be limited to exit only and gated.
8. The site plan proposes a metal building with 3 garage bays, 1,920 SF of area for the motor vehicle repair and towing operation use plus 480 SF of office area (2,400 SF total). A fiber cement (ex. Hardie plank) siding is proposed for the entire side of the building facing U.S. Highway 220 Business North, which is a material in compliance with the general design standards for industrial districts (Section 6.11(C)).
9. The applicant proposes hours of operation from 8 a.m. to 5 p.m. for the Motor Vehicle Repair – Major, but none for the Vehicle Towing Operation and Storage Facility.

10. Other site plan changes from the February 3 Planning Board meeting include relocation and the amount of parking and landscaping.

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

Proposed Land Use Map:	Commercial
Growth Strategy Map:	Primary Growth
Small Area Map:	Northeast

LDP Goals/Policies that Support the Request:

<u>Checklist Item 5:</u>	The proposed rezoning is compliant with the objectives of the Growth Strategy Map.
<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. 13.) The property is located outside of Special Hazard Flood Area; 14.) Rezoning is not located on steep slopes of greater than 20%.

LDP Goals/Policies that Do Not Support the Request:

<u>Checklist Item 1:</u>	Rezoning is not compliant with the Proposed Land Use Map.
<u>2.1.5:</u>	The city will ensure development regulations provide appropriate transitional land uses, such as office and institutional, between high-intensity industrial/commercial and low-intensity residential uses.

The City of Asheboro Planning Board considered the zoning map amendment application and recommended approving the placement of the Zoning Lot into the requested I1 (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 the Asheboro Land Development Plan in that it would lead to the reuse of a longstanding vacant lot in the primary growth strategy area.

The zoning map amendment is reasonable given the size and physical conditions of the property and adjoining residential property, the benefit of the proposed use to the public, the benefit to the property owner by the reuse of a longstanding vacant lot, the amount of industrial zoning and uses in the immediate area, and the protections offered to adjoining property owners through the approved site plan and conditions.

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

- (A) *The uses approved shall be Motor Vehicle Repair – Major and Vehicle Towing Operation and Storage Facility.*

- (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) *It shall be the property owner's responsibility to obtain all permits and approvals required for the proposed land use, including but not limited to, NCDOT and City driveway permitting.*
- (D) *Prior to the issuance of a zoning compliance permit, a site plan demonstrating compliance with all applicable zoning regulations and conditions, as well as the applicable permit fee, shall be submitted.*
- (E) *Hours of operation for the Motor Vehicle Repair – Major use shall be limited to 8 a.m. to 5 p.m.*
- (F) *The required screen shall be installed as shown on the approved site plan prior to issuance of Certificate of Occupancy. Existing vegetation used for screening must be preserved and maintained in perpetuity and, if necessary, replaced with plantings consistent with "Screen C" requirements to continue its effectiveness.*
- (G) *The proposed fiber cement siding may be substituted for another material in compliance with Section 6.11 (C) (Building Form Industrial Standards)*
- (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 Smith opened the floor for comments from the public. H.R. Gallimore presented comments in support of the request. Additionally, Steve Wishon presented comments in support of his application for the requested rezoning and agreed with the conditions proposed by city staff.

Phil Skeen posed questions about the storm water control for the property in question, while Frederick Borchert IV posed questions about hours of operation and security lights that would be utilized during the evening hours. When no one else asked to speak, Mayor Smith moved to the deliberative phase of the process.

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

1. The rezoning is consistent with the Asheboro Land Development Plan in that it would lead to the reuse of a longstanding vacant lot in the primary growth strategy area.

Additionally, the rezoning is reasonable given the size and physical conditions of the property and adjoining residential property, the benefit of the proposed use to the public, the benefit to the property owner by the reuse of a longstanding vacant lot, the amount of industrial zoning and uses in the immediate area, and the protections offered to adjoining property owners through the approved site plan and conditions.

2. Consequently, and subject to the above-listed conditions, the zoning map amendment application seeking to place the Zoning Lot into the requested I1 (CZ) zoning district is hereby approved.

Council Member Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

[With the general consent of the council members, Mayor Smith recessed the meeting at 10:12 p.m. for a short break. At 10:25 p.m., the council members reconvened and addressed the remaining agenda items.]

13. Annexation Petitions (Formerly Agenda Item No. 14)

(A) A Petition for BLL Holdings, LLC Property on Lewallen Road

(i) Consideration of a Resolution Directing the City Clerk to Investigate the Annexation Petition

City Engineer Michael Leonard, PE, provided an overview of the annexation petition submitted by BLL Holdings, LLC. The annexation petition pertains to a parcel of land located on the east side of North Carolina Secondary Road 1446.

After reviewing the information provided by city staff, Council Member Heath moved, and Council Member Bell seconded the motion to approve/adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

RESOLUTION NUMBER 7 RES 3-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION DIRECTING THE CITY CLERK TO
INVESTIGATE AN ANNEXATION PETITION SUBMITTED BY
BLL HOLDINGS, LLC**

WHEREAS, BLL Holdings, LLC, a North Carolina limited liability company, (the “Petitioner”) has submitted a petition requesting the annexation into Asheboro of approximately 34,644 square feet of the limited liability company’s land (Randolph County Parcel Identification Numbers 7750268436 and 7750268543) on the east side of North Carolina Secondary Road 1446; and

WHEREAS, the Petitioner’s land for which annexation has been requested is not contiguous to Asheboro’s primary city limits; and

WHEREAS, Section 160A-58.2 of the North Carolina General Statutes provides that the sufficiency of such a petition shall be investigated by the city clerk before further annexation proceedings take place; and

WHEREAS, the Asheboro City Council has decided to proceed with the statutorily prescribed voluntary annexation process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the city clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify to the council the results of her investigation.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on March 6, 2025.

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

ATTEST:

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

In anticipation of the council's above-stated action, the city clerk's office conducted an investigation of the annexation petition in advance of the council meeting and prepared the following certificate for council's review.

CERTIFICATE OF SUFFICIENCY

**(Petition Requesting the Annexation of Land Owned by
BLL Holdings, LLC)**

TO: The City Council of the City of Asheboro, North Carolina

I, Holly H. Doerr, am the City Clerk for the City of Asheboro. I hereby certify that, with the assistance of staff members in various city departments, I have investigated the annexation petition submitted by BLL Holdings, LLC (the "Petitioner"). I further certify that the following paragraphs accurately state the information obtained during the course of my investigation of the annexation petition.

The Petitioner has requested the annexation into Asheboro of approximately 34,644 square feet of land owned by the limited liability company and located on the east side of North Carolina Secondary Road 1446 (the land for which annexation is sought will be hereinafter referred to as the "Annexation Area"). The Annexation Area is not contiguous to the primary corporate limits of the City of Asheboro.

Based on my investigation, I have concluded that all of the owners of the real property for which annexation has been requested have signed the prescribed petition. The petition appears to be sufficient to satisfy the provisions of Section 160A-58.1 of the North Carolina General Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Asheboro to make this certification effective as of March 6, 2025.

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

**(ii) Consideration of a Resolution Setting the Date for a Public
Hearing on the Question of Annexation**

In light of the preceding council action and the submission of the certification from the office of the city clerk, Mr. Leonard then recommended adoption, by reference, of a resolution setting the date for a public hearing on the question of the requested annexation. Council Member Bell moved, and Council Member Heath seconded the motion to approve/adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

RESOLUTION NUMBER 8 RES 3-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING
ON THE QUESTION OF ANNEXING LAND OWNED BY
BLL HOLDINGS, LLC**

WHEREAS, BLL Holdings, LLC, a North Carolina limited liability company, (the “Petitioner”) has submitted a petition requesting the annexation into Asheboro of approximately 34,644 square feet of land (Randolph County Parcel Identification Numbers 7750268436 and 7750268543) owned by the limited liability company on the east side of North Carolina Secondary Road 1446; and

WHEREAS, the Petitioner’s above-identified real property is not contiguous to the primary corporate limits of the City of Asheboro; and

WHEREAS, pursuant to a previously adopted resolution, the city clerk has investigated the sufficiency of the annexation petition; and

WHEREAS, the city clerk has certified the sufficiency of the petition for proceeding with setting the date for a public hearing on the question of the requested annexation in accordance with Section 160A-58.2 of the North Carolina General Statutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that a public hearing on the question of annexing the territory shown on the plat attached to this Resolution as EXHIBIT 1 will be held in the council chamber on the second floor of Asheboro City Hall, 146 N. Church Street, Asheboro, North Carolina 27203 during a regular meeting of the Asheboro City Council that will begin at 6:00 p.m. on April 10, 2025; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that notice of the public hearing scheduled pursuant to this Resolution shall be published in *The Courier-Tribune*, which is a newspaper having general circulation in the City of Asheboro, at least ten (10) days prior to the date of the public hearing.

This Resolution was adopted in open session during a regular meeting of the Asheboro City Council held on March 6, 2025.

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

ATTEST:

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

[EXHIBIT 1 referenced in the preceding resolution is on file in the city clerk’s office.]

(B) Petition Received for Mark T. Braswell Property On Crestview Church Road

Mr. Leonard provided an overview of the annexation petition submitted by Mark T. Braswell. The annexation petition pertains to a parcel of land located on the east side of Crestview Church Road.

After reviewing the information provided by city staff, Council Member Burks moved, and Council Member Bell seconded the motion to approve/adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

RESOLUTION NUMBER 9 RES 3-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION DIRECTING THE CITY CLERK TO
INVESTIGATE AN ANNEXATION PETITION SUBMITTED BY
MARK T. BRASWELL

WHEREAS, Mark T. Braswell (the “Petitioner”) has submitted a petition requesting the annexation into Asheboro of approximately 58.386 acres of his land (Randolph County Parcel Identification Number 7669360946) on the east side of Crestview Church Road; and

WHEREAS, the Petitioner’s land for which annexation has been requested is not contiguous to Asheboro’s primary city limits; and

WHEREAS, Section 160A-58.2 of the North Carolina General Statutes provides that the sufficiency of such a petition shall be investigated by the city clerk before further annexation proceedings take place; and

WHEREAS, the Asheboro City Council has decided to proceed with the statutorily prescribed voluntary annexation process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the city clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify to the council the results of her investigation.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on March 6, 2025.

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

ATTEST:

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

In anticipation of the council’s above-stated action, the city clerk’s office conducted an investigation of the annexation petition in advance of the council meeting and prepared the following certificate for council’s review.

CERTIFICATE OF SUFFICIENCY

**(Petition Requesting the Annexation of Land Owned by
Mark T. Braswell)**

TO: The City Council of the City of Asheboro, North Carolina

I, Holly H. Doerr, am the City Clerk for the City of Asheboro. I hereby certify that, with the assistance of staff members in various city departments, I have investigated the annexation petition submitted by Mark T. Braswell (the “Petitioner”). I further certify that the following paragraphs accurately state the information obtained during the course of my investigation of the annexation petition.

The Petitioner has requested the annexation into Asheboro of approximately 58.386 acres of his land located on the east side of Crestview Church Road (the land for which annexation is sought will be hereinafter referred to as the “Annexation Parcel”). The Annexation Parcel is not contiguous to the primary corporate limits of the City of Asheboro.

Based on my investigation, I have concluded that all of the owners of the real property for which annexation has been requested have signed the prescribed petition. The petition appears to be sufficient to satisfy the provisions of Section 160A-58.1 of the North Carolina General Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Asheboro to make this certification effective as of March 6, 2025.

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

(ii) Consideration of a Resolution Setting the Date for a Public Hearing on the Question of Annexation

In light of the preceding council action and the submission of the certification from the office of the city clerk, Mr. Leonard then recommended adoption of a resolution setting the date for a public hearing on the question of the requested annexation. Council Member Heath moved, and Council Member Swiers seconded the motion, to approve/adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

RESOLUTION NUMBER 10 RES 3-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING
ON THE QUESTION OF ANNEXING LAND OWNED BY
MARK T. BRASWELL

WHEREAS, Mark T. Braswell (the “Petitioner”) has submitted a petition requesting the annexation into Asheboro of approximately 58.386 acres of his land (Randolph County Parcel Identification Number 7669360946) located on the east side of Crestview Church Road; and

WHEREAS, the Petitioner’s above-identified real property is not contiguous to the primary corporate limits of the City of Asheboro; and

WHEREAS, pursuant to a previously adopted resolution, the city clerk has investigated the sufficiency of the annexation petition; and

WHEREAS, the city clerk has certified the sufficiency of the petition for proceeding with setting the date for a public hearing on the question of the requested annexation in accordance with Section 160A-58.2 of the North Carolina General Statutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that a public hearing on the question of annexing the territory shown on the plat attached to this Resolution as EXHIBIT A will be held in the council chamber on the second floor of Asheboro City Hall, 146 N. Church Street, Asheboro, North Carolina 27203 during a regular meeting of the Asheboro City Council that will begin at 6:00 p.m. on April 10, 2025; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that notice of the public hearing scheduled pursuant to this Resolution shall be published in *The Courier-Tribune*, which is a newspaper having general circulation in the City of Asheboro, at least ten (10) days prior to the date of the public hearing.

This Resolution was adopted in open session during a regular meeting of the Asheboro City Council held on March 6, 2025.

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

ATTEST:

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

[EXHIBIT A referenced in the immediately preceding resolution is on file in the city clerk's office.]

14. Asheboro Regional Airport Items (Formerly Agenda Item No. 15)

(A) Briefing on an Aircraft Incident that Occurred on February 11, 2025

Mr. Leonard reported that on February 11, 2025 at approximately 6:35 a.m., an experimental aircraft owned by Mackie Property Holdings, LLC was significantly damaged when it was involved in an accident at the airport. The pilot reported completing a normal preflight inspection. Shortly after departure, the pilot reported an unusual sound followed by partial loss in power. The problem became severe, and the landing gear did not fully extend, and the plane's landing gear collapsed upon touchdown. No injuries were reported with this incident.

(B) Request for Council Action on a Recommendation from the Asheboro Airport Authority

Mr. Leonard reported that the Asheboro Airport Authority recommended the approval of a lease of space (approximately 12,600 square feet) for the construction/placement of an aircraft hangar for the N.C. Aviation Museum and Hall of Fame, Inc. Council Member Moffitt moved, and Council Member Bell seconded the motion to direct city staff to draft the necessary documents and advertise the intent to lease space at the Asheboro Regional Airport. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes. The lease agreement will receive final consideration during the city council's regular meeting in April 2025.

(C) Fixed Base Operator Agreement

North Carolina law authorizes the City Council of the City of Asheboro to lease, in relation to the operation of the Asheboro Regional Airport, city-owned property located at the airport for a maximum lease term of 30 years so long as the property will not be needed by the municipality during the term of the lease. Effective on midnight on April 30, 2025, the current fixed based operator lease agreement with Cardinal Air, LLC will expire. A new agreement, with the proposed commencement date of May 1, 2025 has been drafted.

Notice of the governing board's intent to approve the proposed new agreement was published in *The Courier Tribune* on January 30, 2025. Mayor Smith invited members of the public to comment on the proposed lease. When no asked to speak, Mayor Smith moved to the deliberative phase of the process.

City Attorney Jeff Sugg presented and recommended adoption, by reference, of a resolution approving the fixed base operator lease agreement at the Asheboro Regional Airport. Council Member Bell moved, and Council Member Burks seconded the motion to approve/adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

RESOLUTION NUMBER 11 RES 3-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION APPROVING THE FIXED BASE OPERATOR LEASE AGREEMENT
AT THE ASHEBORO REGIONAL AIRPORT**

WHEREAS, Section 160A-272 of the North Carolina General Statutes, as amended by the local modification found in Chapter 867 of the 1989 (Reg. Sess., 1990) Session Laws of North Carolina, authorizes the City Council of the City of Asheboro to lease, in relation to the operation of the Asheboro Regional Airport, city-owned property located at the airport for a maximum lease term of 30 years so long as the property will not be needed by the municipality during the term of the lease; and

WHEREAS, effective midnight on April 30, 2025, the current fixed base operator lease agreement with Cardinal Air, LLC (“Cardinal Air”) at the Asheboro Regional Airport will expire; and

WHEREAS, a new agreement, with a proposed commencement date of May 1, 2025, is attached hereto as “ATTACHMENT A” and is hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, notice of the governing board’s intent to approve the proposed new agreement, during the City Council’s regular meeting in March 2025, was published in *The Courier-Tribune* on January 30, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the governing board hereby approves the entry by the city into the attached new fixed base operator lease agreement with Cardinal Air; and

BE IT FURTHER RESOLVED that the Mayor, City Clerk, and any other municipal official deemed necessary to the contracting process are hereby authorized to execute any and all legal instruments necessary to implement the approved agreement with Cardinal Air so long as such instruments produce a fixed base operator relationship with Cardinal Air at the Asheboro Regional Airport that conforms with the material terms found in “ATTACHMENT A.”

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting on March 6, 2025.

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

ATTEST:

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

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

ATTACHMENT A

STATE OF NORTH CAROLINA

**LEASE AGREEMENT FOR THE
FIXED BASE OPERATOR AT THE
ASHEBORO REGIONAL AIRPORT**

COUNTY OF RANDOLPH

THIS LEASE AND OPERATING AGREEMENT (the "Agreement") is made and entered into on the last date executed below, by and between the City of Asheboro, a North Carolina municipal corporation located in Randolph County, North Carolina, (the "Lessor") and Cardinal Air, LLC, a North Carolina limited liability company with its principal office located at 80 Aviation Drive, Siler City, North Carolina 27344 (the "Lessee").

WITNESSETH:

WHEREAS, Lessor owns the Asheboro Regional Airport (the "Airport") that is located in Randolph County, North Carolina; and

WHEREAS, fixed base operation services are essential to the proper accommodation of general and commercial aviation at the Airport; and

WHEREAS, Lessor desires to make such services available at the Airport and Lessee is qualified, ready, willing, able, and currently providing such services;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereby agree as follows:

**ARTICLE I
TERM**

The term of this Agreement is five years. The 5-year term of this Agreement will commence at 12:01 A.M. on May 1, 2025, and will expire at midnight on April 30, 2030, unless earlier terminated in accordance with the contractual provisions found within this Agreement.

If the Lessee fails to surrender the demised premises upon the expiration or early termination of this amended Agreement, there shall be no renewal of the Agreement or exercise of an option by operation of law.

**ARTICLE II
LEASED PREMISES**

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the following described improvements that are identified and shown on Schedule "C" (Amended February 2025), which is attached hereto as EXHIBIT 1 and incorporated herein by reference, (the "Premises") together with the right of ingress and egress for both vehicles and aircraft:

1. "T" Hangars: Two 8-unit "T" hangars shown on Schedule "C."
2. Maintenance Building: Shown on Schedule "C."
3. FBO Administration Building (Terminal Building): The entire FBO Administration Building shown on Schedule "C," which includes the FBO office, manager's office, training room on the south side of the building, lounge,

conference room, restrooms, and snack area. The lounge, conference room, restrooms, and snack area must be open to the public during normal operating hours.

4. Avgas and Jet Fuel Facilities.
5. North Apron: Shown on Schedule "C."
6. South Apron: Shown on Schedule "C."
7. Hangars B, C, D, E, F, K, N, and O as shown on Schedule "C."

ARTICLE III RIGHTS AND OBLIGATIONS OF LESSEE

A. Required Services. Lessee is hereby granted the non-exclusive privilege to engage in, and Lessee agrees to engage in, the business of providing fixed base operation services as hereinafter identified, at the Airport every day during the hours of 8 A.M. until sunset or 8 P.M., whichever occurs first, with only fuel sales required on Sunday and national holidays. Services required of the Lessee shall be as follows:

1. Lessee is to operate and provide management of all the Premises and the public and other non-commercial facilities on the Airport premises for the public and the Lessor in return for the use of the leased facilities. The leased facilities are described in Article II. The public facilities include the runway, taxiways, runway and taxiway lighting, REIL, NDB, PAPI, AWOS, auto parking area, access road, windsock, and area lighting. In the terminal building, the public facilities include the lobby, restrooms, vending/snack area, and conference room. Other non-commercial facilities shall include existing and future hangars or facilities not intended for commercial use and not leased to another tenant, and not part of the leased or public property. Operation by the Lessee includes maintaining clean facilities and providing operational maintenance.

2. Lessee is to provide a UNICOM radio station (The City reserves the right to license the UNICOM in its own name with access to be provided to the UNICOM for one or more lessees).

3. The Lessee will monitor the NDB and AWOS on monitors provided by the Lessor.

4. The Lessee will file and rescind NOTAMS as required.

5. The Lessee will provide repair and maintenance services for based and transient aircraft. Lessee agrees to maintain and provide, directly or by sublease, aircraft engine, airframe, and avionics maintenance and repair services within Federal Aviation Administration (the "FAA") rules and regulations, and the Lessee further agrees to observe and be responsible for all environmental regulations relative to all of its operations. The Lessor reserves the right to approve or disapprove with or without cause all sublease agreements prior to execution of the agreements.

6. The Lessee is to provide sales of avionic, airframe, and engine parts and instruments and accessories.

7. The Lessee is to provide aircraft rental and flight instruction.

8. The Lessee will provide ramp service, including sale and into plane delivery of aviation gas and jet fuel, lubricants, and other related aviation products.

9. The Lessee will provide apron servicing of and assistance to aircraft, including itinerant parking, storage, and tie down service, for both based and itinerant aircraft upon or within facilities leased to Lessee or aircraft parking areas designated by Lessor.

10. The Lessee will observe and enforce the "Rules and Regulations" of the Asheboro Regional Airport.

Lessee acknowledges that, with the exception of activities in the maintenance building, no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft at the Airport from personally performing service on the individual's or entity's own aircraft or with the individual or entity's own regular employees, including maintenance and repair services.

B. Authorized and Prohibited Services. In addition to the services required to be provided by Lessee pursuant to Paragraph A above, Lessee is authorized but not required to provide the following services and to engage in the following activities:

1. Ramp service at the Main Terminal or other Airport locations; loading and unloading of non-air carrier passengers, baggage, mail, and freight; and providing of ramp equipment, aircraft cleaning, and other services for other persons or firms.

2. Special flight services, including, without limitation, aerial sight-seeing, aerial advertising, and aerial photography.

3. The sale of new and used aircraft.

4. Aircraft charter operations; said operations may be conducted by Lessee or a subcontractor of Lessee.

5. The Lessee may use the snack area in the terminal building for drink and snack machines and microwave, toaster, coffee pot, or similar device(s). A restaurant is not permitted. No business use is permitted in the lobby.

6. The Lessee is authorized to use the conference room in the terminal building for business purposes, provided that the public is given priority use.

C. Operating Standards. In providing any of the required and/or authorized services or activities specified in this Agreement, Lessee shall operate for the use and benefit of the public and shall meet or exceed the following standards:

1. Lessee shall furnish service on a fair, reasonable, and non-discriminatory basis to all users of the Airport. Lessee shall furnish good, prompt, and efficient service that is adequate to meet all reasonable and customary demands for its services at the Airport. Lessee shall charge fair, reasonable, and non-discriminatory prices for each unit of sale or service; provided, however, that Lessee may be allowed to give reasonable discounts, rebates, or similar types of price reductions to volume purchasers so long as such discounts are not provided on the basis of a prohibited Constitutional or statutory factor or in violation of federal, state, or local public policy.

2. Lessee shall select and appoint a manager of its operations at the Airport. The manager shall be qualified, experienced, and vested with full power and authority to act in the name of Lessee with respect to the method, manner, and conduct of the operation of the fixed base services to be provided under this Agreement. The manager shall be available at the Airport during regular business hours and, during the manager's absence, a duly authorized subordinate shall be in charge and available at the Airport to provide usual and customary services then normally available.

3. Lessee shall provide, at its sole expense, a sufficient number of employees to provide effectively and efficiently the services required or authorized under the terms and conditions of this Agreement.

4. Lessee shall control the conduct, demeanor, and appearance of its employees, who shall be trained by Lessee and who shall possess such technical qualifications and hold such certificates of qualification as may be required in order to carry out assigned duties. It shall be the responsibility of Lessee to maintain supervision over its employees and to assure a high standard of service to customers of Lessee.

5. Lessee shall meet in a timely manner all expenses and payments in connection with its lease of the Premises (except as noted in Article IV) and the rights and privileges herein granted, including sales taxes, permit fees, and license fees.

6. Lessee shall comply with all federal, state, and local laws, rules, and regulations which may apply to the conduct of the business contemplated, including by way of illustration and without limitation rules and regulations promulgated by Lessor, and Lessee shall keep in effect and post in a prominent place all necessary and/or required licenses or permits.

7. Lessee shall be responsible for the maintenance and repair of the Premises (except as noted in Article IV) and shall keep and maintain the Premises in good condition, order, and repair, and Lessee shall surrender the same upon the expiration of this Agreement in the condition in which they are required to be kept, reasonable wear and tear and damage by the elements not caused by Lessee's negligence excepted.

8. It is expressly understood and agreed that, in providing required and authorized services pursuant to this Agreement, Lessee shall have the right to choose, in its sole discretion, its vendors and suppliers.

D. Signs. During the term of this Agreement, Lessee shall have the right, at its expense, to place in or on the Premises a sign or signs identifying Lessee and its products and services. Said sign or signs shall be of a size, shape, and design, and at a location or locations approved by Lessor. Any and all such signs must conform to any overall directional graphics or sign program or ordinance established by Lessor. Lessor's approval shall not be withheld unreasonably. Notwithstanding any other provision of this Agreement, said sign(s) shall remain the property of Lessee. Lessee shall remove, at its expense, all lettering, signs, and placards so erected on the Premises at the expiration of this Agreement.

E. Non-Exclusive Right. It is not the intent of this Agreement to grant to Lessee the exclusive right to provide any or all of the services described in this article at any time during the term of this Agreement. Lessor reserves the right, at its sole discretion, to grant others certain rights and privileges at the Airport which are identical in part or in whole to those granted to Lessee. However, Lessor does covenant and agree that:

1. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the Airport;

2. Any other operator of aeronautical endeavors or activities will not be permitted to operate on the Airport under rates, terms, or conditions which are more favorable than those set forth in this Agreement; and

3. Lessor will not permit the conduct of any aeronautical endeavor or activity at the Airport except under an approved lease or operating agreement.

ARTICLE IV APPURTENANT PRIVILEGES

A. Use of Airport Facilities. Subject to the right of the Lessor, consistent with Article V of this Agreement, to close or limit access to one or more areas on the airport grounds in order to accommodate maintenance, renovation, and/or construction activities, Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by Lessor, auto parking, and roadways.

B. Maintenance and Operation of Airport Facilities. The duties and responsibilities of the Lessor for maintenance and expenditures concerning assets of the Asheboro Regional Airport are outlined as follows:

1. The Lessor will provide structural maintenance on buildings, the runway, taxiway, ramp areas, and the Premises. In addition, the Lessor will provide grass mowing services for the airport grounds and will provide, on paved areas only, snow removal services; provided, however, snow removal on city-maintained streets, wherever they may be located, shall receive the highest priority.
2. The Lessor will provide maintenance and calibration of the NDB, rotating beacon, REILS, and PAPI.
3. The Lessor will provide electricity for operation of the runway and taxiway lighting, REIL, windsock, rotating beacon, NDB, and outside area lighting.
4. The Lessor will provide potable water and sanitary sewer services for the terminal and east maintenance hangar.
5. The Lessor will provide and pay operational costs for outside public phone service.
6. Specific duties and responsibilities of the Lessor and the Lessee for the maintenance, operation, and expenditures concerning assets of the Asheboro Regional Airport are itemized as follows:

<u>ASSET</u>	<u>LESSEE</u>	<u>LESSOR</u>
Airfield	Manages; Post NOTAMS	Pays Maintenance & Mowing
Runway/Lighting	Manages; Replaces Lamps	Pays Lamps, Maintenance, & Electricity; Removes Snow
Windsock	Manages; Replaces Lamps/ Sock	Pays Maintenance, Lamps, & Electricity
NDB/AWOS Monitors	Manages/Monitors	Pays Maintenance & NDB/AWOS Electricity
Light Beacon	Manages	Pays Maintenance & Electricity
Apron-North	Manages; Receives Full Rent; Provides Tie Down Ropes (Rental Rate to be Approved by Asheboro Airport Authority)	Pays Maintenance; Removes Snow
Fuel Facilities	Rent Free Use; Monitors Fuel on Daily Basis; Provides Operational Maintenance (Filters, Quality Control, and Clean-Up); Pays 5% of Gross Receipts from Flowage Fee to Lessor when Sales Exceed 150,000 Gallons in a Calendar Year	Provides Facility Maintenance; Receives 5% of Gross Receipts from Flowage Fee When Sales Exceed 150,000 Gallons in a Calendar Year
Terminal/Furn.	Rent Free Use of Office, Training Room, & Manager's Office; Pays Operational Maintenance Costs	Pays Structural Maintenance Costs; Pays for Utilities, including Electricity and Communications Services such as Internet Connectivity in the Building

<u>ASSET</u>	<u>LESSEE</u>	<u>LESSOR</u>
Parking Lot	Manages; FBO Rental Car Use	Provides Maintenance; Removes Snow
Water System	Uses Free of Charge	Operates the Municipal Water Supply & Distribution System
Sewer System	Uses Free of Charge	Operates the Municipal Sanitary Sewer System
T Hangars (16)	Manages; Receives Full Rent; Provides Tie Down Ropes (Rental Rate to be Approved by Asheboro Airport Authority)	Pays Structural Maintenance
Maint. Hangar - East	Uses for Business Rent Free	Pays Structural Maintenance; Pays Heat & Electricity
Maint. Hangar - West	Uses for Business Rent Free	Pays Structural Maintenance; Pays Heat & Electricity
Air Compressor	Pays All Maintenance	No Obligation to Replace
Roads	Manages; Common Use	Pays Maintenance; Removes Snow
Area Lighting	Manages; Calls for Maintenance	Pays for Service
Public Phone	Manages; Calls for Maintenance	Pays for Service
UNICOM	Furnishes & Operates	Reserves Access by Others
Apron South	Manages; Receives Full Rent; Provides Tie Down Ropes (Rental Rate to be Approved by Asheboro Airport Authority)	Reserves Right to Lease to Others; Pays Maintenance; Removes Snow
Other Non-Commercial Hangars or Facilities Existing and Those Developed in the Future	Manages, Subject to City Lease Agreement(s)	Subject to City Lease Agreement(s)
Fuel Truck	Provides Truck, Gas for Truck, & Maintenance of Truck, including Fueling Equipment, in Coordination with FBO's Third Party Vendor(s)	Provides Funding Directly to FBO for Airport Fuel Infrastructure in the Amount of \$2,000.00 per Month
Trash Containers	Free Use of Containers; Monitors & Limits Unauthorized Use	Provides Containers; Empties Containers & Pays for Trash Disposal

<u>ASSET</u>	<u>LESSEE</u>	<u>LESSOR</u>
Hangars B, C, D, E, F, K, N, and O	Manages Leasing of Hangars to Third Parties on a Month-to-Month Basis, Including Rental Billing and Collections; Retains 35% of Rental Fees Collected; Rental Rates Must Be Approved by the Asheboro Airport Authority	Pays Structural Maintenance; Pays Utilities Not Billed Directly to Subtenants

C. Aerial Approaches. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the sole opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

D. Non-Competition. Lessor shall not engage directly or indirectly in any of the activities described in Paragraphs A and B of Article III of this Agreement.

**ARTICLE V
LEASEHOLD IMPROVEMENTS**

Lessee is not required to construct any facilities or improvements under this Agreement. Lessor has the right to close runway, taxiway, and apron areas for repair or new construction for limited times. Lessee agrees to allow new construction to be performed in a cost efficient manner, and Lessor agrees to negotiate in good faith a reasonable payment to Lessee for loss of use of the facilities due to such construction.

At its option, the Lessor may assume ownership of any leasehold improvements constructed by Lessee upon Lessee's abandonment of the facilities at the termination of this Agreement.

**ARTICLE VI
PAYMENTS**

A. Fees. In consideration of the rights and privileges granted by this Agreement, the parties agree to pay to each other during the term of this Agreement the following:

1. After the threshold amount of 150,000 gallons of aviation fuel is sold by Lessee in a calendar year, the Lessee shall pay an amount equal to five percent (5%) of gross fuel sales dollars as a fuel flowage fee on all aviation fuel dispensed by Lessee on the premises. Payments shall be made on or before the 10th day of each month for fuel dispensed during the prior month.
2. The Lessor shall pay Lessee an airport fuel infrastructure payment of two thousand and no hundredths dollars (\$2,000.00) per month. This monthly airport fuel infrastructure payment shall be made on or before the 10th day of each calendar month.
3. Lessee shall retain 35% of all rental payments collected from tenants subleasing Hangars B, C, D, E, F, K, N, and O. The balance of all rental payments collected from the tenants subleasing the listed hangars shall be paid by Cardinal Air to the City. Payments shall be made to the City on or before the 10th day of each month for rental payments collected during the prior month.

B. Delinquency Charge. A delinquency charge of one percent (1%) per month shall be added to payments required by Paragraph A above that are rendered more than ten (10) days delinquent.

C. Place of Payment. Payments required under the terms and conditions of this Agreement shall be delivered as follows:

1. All payments due to the Lessor from the Lessee shall be delivered to the City of Asheboro Finance Department, 146 N. Church Street, P.O. Box 1106, Asheboro, NC 27204-1106.
2. All payments due to the Lessee from the Lessor shall be delivered to Cardinal Air, LLC, 2222 Pilots View Road, Asheboro, North Carolina 27205.

D. Renegotiation of Rent. The Lessee is given the authority to change hangar rents at its discretion but with the approval of the Asheboro Airport Authority. Such approval shall not be unreasonably withheld.

E. Records. Lessee shall maintain and provide accurate records of retail fuel sales, hangar and tie-down rentals, and itemized adjusted gross receipts derived under this Agreement for a period of three years from the date the record is made. Such records shall be maintained according to generally accepted accounting principles. Lessor or its duly authorized representatives shall have the right at all reasonable times during business hours to inspect the books, records, and receipts of Lessee, and to verify Lessee's fuel sales, hangar and tie-down rentals, and adjusted gross receipts.

F. Annual Statement. Within 90 days after the end of each calendar year, Lessee shall furnish to Lessor a statement of fuel sales along with hangar and tie-down rentals generated during the preceding calendar year. The statement referenced in the preceding sentence shall be prepared by an independent CPA and certified by an officer of Lessee as to the correctness of the statement. Lessor reserves the right to audit said statement and Lessee's books and records, including examination of the general ledger and all other supporting material, at any reasonable time during business hours for the purpose of verifying the reported fuel sales, hangar and tie-down rentals, and total business year operation.

If the audit establishes that Lessee has understated or overstated fuel sales and/or the hangar and tie-down rentals collected by five percent (5%) or more, the entire expense of said audit shall be borne by Lessee. Any additional payment due from Lessee shall forthwith be paid to Lessor, with interest thereon at one percent (1%) per month from the date such amount originally became payable to Lessor. Any overpayment by Lessee shall be credited against further payments due to Lessor. Either party may refer the results of the audit for resolution in accordance with Paragraph G below.

G. Disputes. In the event that any dispute may arise as to fuel sales and/or hangar and tie-down rentals collected, the amount claimed due by Lessor shall be submitted to a certified public accountant, agreeable to both parties, who shall determine the rights of the parties hereunder in conformity with generally accepted accounting principles. The fees due said accountant for such services shall be paid by the unsuccessful party, or in the event the determination is partially in favor of each party, the fee shall be borne equally by the parties.

ARTICLE VII UTILITIES

Lessee shall have the right to use the utility service facilities as located on the Premises at the commencement of this Agreement. The Lessee shall pay the cost for any improvements or extensions of the utility service facilities desired by the Lessee.

ARTICLE VIII INSURANCE

A. Required Insurance. Lessee shall obtain and maintain continuously in effect at all times during the term of this Agreement, at Lessee's sole expense, the following insurance:

1. Comprehensive general liability insurance, including products, completed operations, and contractual liability, in the minimum amount of \$1,000,000 to protect Lessor against any and all liability by reason of Lessee's conduct incident to the use of the Premises, liability resulting from any accident occurring on or about the roads, driveways, or other public places, including runways and taxiways, used by Lessee at the Airport, or liability caused by or arising out of any wrongful act or omission of Lessee;

2. Fuel operations coverage in the minimum amount of \$10,000,000;

3. Hangar keeper's insurance in the minimum amount of \$100,000/\$250,000;

4. Auto liability insurance in the minimum amount of \$1,000,000, if vehicles are registered in Lessee's name; and

5. Workers' compensation coverage that, at a minimum, complies with North Carolina statutory requirements is also required of the Lessee.

The insurance specified in A.1 through A.4, above, shall name Lessor and the Asheboro Airport Authority as additional insureds.

B. Notice. Lessor agrees to notify Lessee in writing as soon as practicable of any claim, demand, or action arising out of an occurrence covered hereunder of which Lessor has knowledge, and to cooperate with Lessee in the investigation and defense thereof.

ARTICLE IX INDEMNIFICATION

To the extent not covered by insurance carried in favor of Lessor, Lessee shall indemnify and hold harmless Lessor from and against any and all claims, demands, suits, judgments, cost, and expenses asserted by any person or persons, including agents or employees of Lessor or Lessee, by reason of death or injury to persons or loss or damage to property resulting from Lessee's operations or anything done or omitted by Lessee under this Agreement except to the extent that such claims, demands, suits, judgments, costs, and expenses may be attributed to the acts or omissions of Lessor or its agents or employees.

To the extent not covered by insurance carried in favor of Lessee, Lessor shall indemnify and hold harmless Lessee from and against any and all claims, demands, suits, judgments, cost, and expenses asserted by any person or persons, including agents or employees of Lessee or Lessor, by reason of death or injury to persons or loss or damage to property resulting from Lessor's operations or anything done or omitted by Lessor under this Agreement except to the extent that such claims, demands, suits, judgments, costs, and expenses may be attributed to the acts or omissions of Lessee or its agents or employees.

The City of Asheboro agrees to indemnify the Lessee and its principals against all environmental liabilities existing prior to the effective date of this Agreement and to indemnify the Lessee and its principals against future environmental liabilities not caused by the Lessee or one of its principals, agents, or employees.

ARTICLE X LESSEE AS INDEPENDENT CONTRACTOR

In conducting its business hereunder, Lessee acts as an independent contractor and not as an agent of Lessor. The selection, retention, assignment, direction, and payment of Lessee's employees shall be the sole responsibility of Lessee, and Lessor shall not attempt to exercise any control over the daily performance of duties by Lessee's employees.

ARTICLE XI ASSIGNMENT

This Agreement, or any part thereof, may not be assigned, transferred, or subleased by Lessee, by process or operation of law, or in any other manner whatsoever, without the prior written consent of Lessor, which consent shall not be withheld unreasonably.

ARTICLE XII NON-DISCRIMINATION

Notwithstanding any other or inconsistent provision of this Agreement, during the performance of this Agreement, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration for this Agreement, does hereby covenant and agree, as a covenant running with the land, that;

A. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises.

B. In the construction of any improvement(s) on, over, or under the Premises, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

C. Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

D. In the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Agreement and to reenter and repossess the Premises and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 have been followed and completed, including expiration of appeal rights.

ARTICLE XIII REQUIREMENTS OF THE UNITED STATES

This Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of Lessor or the United States pursuant thereto.

ARTICLE XIV DEFAULT AND TERMINATION

A. Termination by Lessee. This Agreement shall be subject to termination by Lessee in the event of any one or more of the following events:

1. The abandonment of the Airport as an airport or airfield for any type, class, or category of aircraft.

2. The default by Lessor in the performance of any of the terms, covenants, or conditions of this Agreement, and the failure of Lessor to remedy or undertake to remedy

to Lessee's satisfaction such default for a period of 30 days after receipt of notice from Lessee to remedy the same.

3. Damage to or destruction of all or a material part of the Premises or Airport facilities necessary to the operation of Lessee's business.

4. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict substantially Lessee from conducting business operations for a period in excess of 90 days.

B. Termination by Lessor. This Agreement shall be subject to termination by Lessor in the event of any one or more of the following events:

1. The default by Lessee in the performance of any of the terms, covenants, or conditions of this Agreement, and the failure of Lessee to remedy or undertake to remedy to Lessor's satisfaction such default for a period of 30 days after receipt of notice from Lessor to remedy the same.

2. Lessee files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt, or if a receiver is appointed for the property or affairs of Lessee and such receivership is not vacated within 30 days after the appointment of such receiver.

3. In addition to all other remedies at law, the Lessor is expressly granted all rights and procedures authorized by Chapter 42 of the North Carolina General Statutes to obtain possession of the premises upon default.

C. Exercise. Exercise of the rights of termination set forth in Paragraphs A and B above shall be by notice to the other party within 30 days following knowledge of the event giving rise to the termination.

D. Removal of Property. Upon termination of this Agreement for any reason, Lessee, at its sole expense, shall remove from the Premises all signs, trade fixtures, furnishings, personal property, equipment, and materials which Lessee was permitted to install or maintain under the rights granted herein. If Lessee shall fail to do so within 30 days, then Lessor may cause such removal or restoration at Lessee's expense, and Lessee agrees to pay Lessor such expense promptly upon receipt of a proper invoice therefore.

E. Causes of Breach; Waiver.

1. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Lessee to pay fees, rents, or other charges to Lessor.

2. The waiver of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

**ARTICLE XV
MISCELLANEOUS PROVISIONS**

A. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date, supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

B. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

C. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage fees prepaid. Notice shall be deemed to have been received on the date of receipt as shown on the return receipt. Any such notice shall be addressed as follows:

1. If the Lessor is recipient of the notice, the notice shall be addressed as follows:

City of Asheboro
Attn: City Manager
146 N. Church Street
PO Box 1106
Asheboro, NC 27204-1106

2. If Lessee is the recipient of the notice, the notice shall be addressed as follows:

Cardinal Air, LLC
2222 Pilots View Road
Asheboro, NC 27205

D. Headings. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

E. Governing Law. This Agreement is to be construed in accordance with the laws of the State of North Carolina.

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

LESSOR: City of Asheboro

By: _____ (SEAL)
David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

I, the undersigned Notary Public of _____ County, North Carolina, hereby certify that Holly H. Doerr, who is personally known to me, came before me this day and acknowledged that she is the City Clerk for the City of Asheboro and that, by authority duly given and as the act of the municipal corporation, the foregoing instrument was voluntarily executed on behalf of the municipal corporation by its Mayor, sealed with the municipal corporation's seal, and attested by Ms. Doerr as the City Clerk for the purposes stated therein.

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

Notary Public’s Signature

Notary Public’s Typed or Printed Name

My commission expires:

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

Deborah P. Reaves, Finance Officer

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals as of the day and year first above written.

LESSEE: Cardinal Air, LLC

By: _____ (SEAL)
Karen McCraw, Managing Member

STATE OF NORTH CAROLINA
COUNTY OF _____

I, the undersigned Notary Public of _____ County, North Carolina, hereby certify that Karen McCraw, who is either personally known by me or whose identity was proven by satisfactory evidence, appeared before me this day and acknowledged that she is a Managing Member of Cardinal Air, LLC and that, being duly authorized to do so, she voluntarily executed the foregoing instrument on behalf of the limited liability company for the purposes stated therein.

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

Notary Public’s Signature

Notary Public’s Typed or Printed Name

My commission expires:

[EXHIBIT 1 referenced in the immediately preceding FBO agreement is on file in the city clerk’s office.]

15. A Status Report on the Central Business District Parking Study (Formerly Agneda Item No. 16)

Assistant City Manager Trevor Nuttall reported that Walker Consultants provided an update for the Central Business District Parking Study and Strategy. Phase 1 (Analysis and Evaluation of Existing Conditions) has been completed, including a summary of the stakeholder and open house meeting and evaluation of the community survey results. Walker Consultants and city planning department staff members have been evaluating the future parking needs related to the estimated growth metrics and additional parking demand impacts created by active and potential redevelopment projects. Mr. Nuttall will report on the final summary as it becomes available. A copy of the summary by Walker Consultants is on file in the city clerk's office.

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

16. Discussion and Requested Action on Design-Build Contract Amendment #3 for the Wolfsped Water Main Extension Project

Water Resources Director Michael Rhoney, PE, presented the design-build contract amendment #3 for the Wolfsped Water Main Extension Project. The updated total contract value is \$34,500,656.84. Council Member Bell moved, and Council Member Heath seconded the motion to authorize city officials, on behalf of the municipal corporation, to execute design-build contract amendment #3 for the Wolfsped Water Main Extension Project. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes. A copy of the amendment #3 is on file in the city clerk's office.

17. Capital Projects – McCrary Ballpark Project (Formerly Agenda Item 8(C))

Current State of the Project

Recreation Services Director Jonathan Sermon summarized the status of the McCrary Ballpark Project. A lease agreement between the Zookeepers Baseball LLC and the City of Asheboro was signed in January 2025. City staff has submitted a request for funding from Randolph County's Strategic Planning Fund to be used for final improvements to McCrary Ballpark.

In anticipation of county funding, city staff requested from CPL Architects, which is the project's design firm, a proposed amendment to the existing contract to design, in two phases, a batting cage and a concessions building. The contemplated batting cage facility is to be located in the area of the current batting cage and would include an enclosed area of approximately 700 square feet for an umpire changing area and an unenclosed covered area of 36' x 124' for the batting cage. The building would be designed in a manner that would allow the open portion to be enclosed in the future. The contemplated concessions building would be approximately 1,600 square feet and would be located between the patio and bleachers down the right-field line.

After receiving Mr. Sermon's update, the council members engaged in a substantive discussion of the merits of the two phases contemplated by the proposed amendment to the CPL Architects contract. The discussion covered a broad range of options including the merits of pursuing one phase rather than both and whether an alternative construction/procurement approach should be used.

Ultimately, Council Member Bell moved, and Council Member Moffitt seconded the motion, to approve the proposed contract amendment that was prepared by CPL Architects to provide professional design services for Phase 1 (Batting Cage/Umpire Changing Area) and Phase II (Concessions Building) for a professional services fee in the amount of \$143,900 that is inclusive of bidding and construction administration services. Council Members Bell, Burks, Moffitt, and Swiers voted aye. Council Members Heath, McCaskill, and Trogon voted no.

Ordinances to Fund the Contract Amendment with CPL Architects

Ms. Reaves presented and recommended adoption, by reference, of an ordinance to amend the general fund. Council Member Bell moved, and Council Member Moffitt seconded the motion to approve/adopt the following ordinance by reference. Council Members Bell, Burks, Moffitt, and Swiers voted aye. Council Members Heath, McCaskill, and Trogdon voted no.

6 ORD 3-25

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2024-2025**

WHEREAS, The City of Asheboro has received a proposal from CPL for professional design services for a concession building and batting facility at McCrary Park.

WHEREAS, design services include Architecture, Food Service Design, Mechanical / Electrical / Plumbing / Fire Protection / Structural / Civil Engineering for Phase I Batting Facility and for Phase II Concession Building.

WHEREAS, the proposed cost of the professional design services for both phases is \$143,900.

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	\$143,900

That the following expense line item be increased / decreased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase/ Decrease</u>
10-620-565.0000	Contribution to McCrary Ball Park	\$143,900

Adopted this 6th day of March 2025,

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

ATTEST:

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

Ordinance to Amend the McCrary Baseball Park Improvements Fund

Ms. Reaves then presented and recommended adoption, by reference, of an ordinance to amend the McCrary Baseball Park Improvements Fund. Council Member Bell

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

7 ORD 3-25

ORDINANCE TO AMEND
THE MCCRARY BASEBALLPARK IMPROVEMENTS FUND
FY 2024-2025

WHEREAS, The City of Asheboro has received a proposal from CPL for professional design services for a concession building and batting facility at McCrary Park.

WHEREAS, design service includes Architecture, Food Service Design, Mechanical / Electrical / Plumbing / Fire Protection / Structural / Civil Engineering for both the Phase I Batting Facility and for the Phase II Concession Building.

WHEREAS, the proposed cost of the professional design services for both phases is \$143,900 and funds are coming from the General Operating Fund.

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	\$143,900

Section 2: That the following expense line items be increased

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
Phase I- Batting Facility		
65-000-409.0001	Phase I, Task 1 design	\$12,800
65-000-409.0001	Phase I, Task 2, Construction Doc	18,700
65-000-409.0001	Phase I, Task 3 Construction Permitting / Bidding	2,500
65-000-409.0001	Phase I, Task 4, Construction Admin	9,000
65-000-409.0001	Phase I, Cost Estimate & Reimbursables	2,790
Phase II, Concession Stand		
65-000-409.0002	Phase II, Task 1 Concept designs	19,270
65-000-409.0002	Phase II, Task 2 Construction Doc.	40,930
65-000-409.0002	Phase II, Task 3 Construction Permitting / Bidding	7,400
65-000-409.0002	Phase II, Task 4 Constriction Admin	24,000
65-000-409.0002	Phase II Cost Estimate & Reimbursables	6,510
		\$143,900

Adopted this 6th day of March 2025.

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

ATTEST:

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

18. Legislative Hearing (Case No. RZ-25-01): Application to rezone from R10 Medium-Density Residential to O&I (CZ) Office and Institutional Conditional Zoning for a public use facility (McCrary Park) at 138 Southway Road and 349 and 353 North McCrary Street (Randolph County Parcel Identification Numbers 7751347980, 7751359117, and 7751354017). (Formerly Agenda Item No. 10)

Mayor Smith opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-25-01. Mr. Evans was the first speaker. In addition to entering into the records 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 the City of Asheboro.

The land for which the above-described zoning has been requested is located at 138 Southway Road and 349 and 353 North McCrary Street. The property is approximately 10.36 acres in size and is more specifically identified by Randolph County Parcel Identification Numbers 7751347980, 7751359117, and 7751354017 (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 following points of information were noted.

1. The existing use of the property is a public use facility (McCrary Park). The primary recreation facility is a baseball and softball field, with some existing ancillary facilities and structures depicted on the site plan.
2. The property is within the city limits. Southway Road and North McCrary Street are state-maintained roads that serve primarily single-family and two-family dwellings, in addition to the existing public use facility (McCrary Park) and an associated business services use that is an office affiliated with the Zookeepers management.
3. The existing R10 district is described as “intended to provide regulations which will produce a moderate intensity of residential uses, usually single-family or two-family in character and served by central water supply and sewage disposal systems, plus the necessary governmental and other support facilities to service such urban intensity living.”
4. The O&I district is described as “to produce moderate intensity office and institutional development to serve adjacent residential areas and to provide a transition from residential to commercial uses. Land designated O&I shall normally be located with access to a minor thoroughfare or higher classification street with access to local residential streets discouraged.”
5. Recent renovations were permissible by right and eliminated some nonconforming situations, such as paving a formerly gravel parking lot. Additional permitted improvements included upgrades to parking lot lighting (full cutoff fixtures, the addition of a playground, and improved pedestrian access). Other legal non-conformities currently exist on the property such as absence of front yard landscaping, perimeter buffering/screening adjacent to residential uses, and landscaping

within the parking area. The site plan indicates an intent to address these nonconformities to the maximum extent possible.

6. The Office & Institutional District typically has a front yard setback of 25'. The front yard setback depicted on the site plan is 20' in recognition that the park was developed with reduced setbacks; the prior restroom building, which was larger than what has been reconstructed, had utilized a 15' front setback. It is noted that the zoning ordinance allows replacement of a structure in a nonconforming location by right if the extent of the nonconformity is not increased.
7. The site plan identifies two possible additional buildings, a metal Batting Tunnels Building and Concessions structure. Additional parking with emergency access also is shown. The requested conditional zoning district, if approved, would establish the necessary zoning district necessary to complete the improvements as identified in the application. However, approval would not bind the council to proceed with any improvements.
8. The Land Development Plan designates most of this property as a park, with a small portion of the property proposed for a "Neighborhood Residential" use, which consists primarily of single-family and two-family dwellings. The Land Development Plan's Neighborhood Residential description mentions the desirability of having convenient access to parks and recreational amenities.

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: Park/Neighborhood Residential

Growth Strategy Map: Primary Growth Area

Small Area Map: Northwest

LDP Goals/Policies that Support the Request:

Checklist Item 1: Complies with Land Development Plan Map.

Checklist Item 5: Complies with Growth Strategy Map

Checklist Item 1.4: A thriving tourism industry

Checklist Item 12-13: 12.) The property is located outside of watershed.
13.) The property is located outside of Special Hazard Flood Area

LDP Goals/Policies that Do Not Support the Request:

Checklist Item 14: Rezoning is located on steep slopes of greater than 20%.

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

While much of the area contains residential uses, McCrary Park has long been a communitywide recreation attraction and the Land

Development Plan designates most of the property as a park. While a portion of the subject property is designated for “Neighborhood Residential” use, the Land Development Plan describes the Neighborhood Residential designation as having convenient access to parks. The property is also accessible to multiple transportation corridors, including I-73/I-74, which is emphasized by the Land Development Plan for selection recreation facility sites. In addition, the request is supported by several goals of both the Land Development Plan regarding promotion of tourism, capital improvements, and having a variety of active and passive recreation opportunities.

Staff believes that the request is reasonable since continued renovations including paved parking, improved lighting, improved emergency access, additional recreational opportunities, additional landscaping, and internal pedestrian features provide features that are supported by the Land Development Plan and eliminate several nonconforming situations.

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 use approved shall be a public use facility.*
- (B) *All parties involved in this request, including the owner, successors, heirs, and assigns, agree to the conditions and approved site plan.*
- (C) *It shall be the property owner’s responsibility to obtain any and all permits and approvals required for the proposed land use.*
- (D) *Prior to the issuance of a zoning compliance permit, a site plan demonstrating compliance with all applicable zoning regulations and conditions shall be submitted.*
- (E) *In addition to other landscaping shown on the site plan, buffering/screening consisting of a Screen C shall be installed along boundary lines of the property adjacent to single-family/two-family dwellings where new improvements have occurred. In lieu of the fencing shown on the site plan, the applicant may use the standard options stipulated in the ordinance for a Screen C or an alternate method that meets or exceeds the ordinance intent.*
- (E) *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 this conditional zoning in the chain of title for the Zoning Lot.*

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

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

1. While much of the area contains residential uses, McCrary Park has long been a communitywide recreation attraction and the Land Development Plan designates most of the property as a park. While a portion of the subject property is designated for “Neighborhood

Residential” use, the Land Development Plan describes the Neighborhood Residential designation as having convenient access to parks. The property is also accessible to multiple transportation corridors, including I-73/I-74, which is emphasized by the Land Development Plan for selecting recreation facility sites. In addition, the request is supported by several goals of both the Land Development Plan regarding promotion of tourism, capital improvements, and having a variety of active and passive recreation opportunities.

The city council has concluded that the request is reasonable since continued renovations including paved parking, improved lighting, improved emergency access, additional recreational opportunities, additional landscaping, and internal pedestrian features provide features that are supported by the Land Development Plan and eliminate several nonconforming situations.

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

Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

19. Upcoming Events and Items Not on the Agenda

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

There being no further business, the meeting was adjourned at 12:05 a.m. on March 7, 2025.

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

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