

**AMENDED AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, MARCH 6, 2025, 6:00 PM**

1. Call to Order
2. Silent Prayer and Pledge of Allegiance
3. Public Comment Period
4. Downtown Development Manager Addie Corder will announce this year's Summer Concert Series.
5. Mr. Hunter Wiseman of the firm Thompson, Price, Scott, Adams & Co., PA will provide the year-end audit report for fiscal year 2023-2024.
6. City Manager John Ogburn will review the city's historical financial performance.
7. City Manager John Ogburn will report on Randolph County's Taxable Retail Sales numbers.
8. City Manager John Ogburn will lead the management team's status report on the council's prioritized capital projects.
 - (A) Trade Street Infrastructure Project
 - (i) Public Works Director David Hutchins and Facilities Director Jimmy Cagle will discuss the current state of the project.
 - (ii) Finance Director Deborah Reaves will request consensus to seek redirection of remaining State Capital Infrastructure Fund dollars, which had been designated for the acquisition of the former Acme-McCrary property, to the Trade Street Infrastructure project.
 - (B) Emergency Operations Center/Fire Station #3 Project
 - (i) Fire and Rescue Chief Eddie Cockman and Asst. City Manager Trevor Nuttall will discuss the current state of the project.

- (ii) Finance Director Deborah Reaves will request council action on the following ordinances to appropriate from the General Fund and reserve \$2,000,000 for the construction of the above-described public facility:
 - (a) Project Ordinance – Emergency Operations Center/Fire Station #3 Capital Reserve Fund; and
 - (b) Ordinance to Amend the General Fund.
- (C) McCrary Ballpark Project
 - (i) Recreation Services Director Jonathan Sermon and Facilities Director Jimmy Cagle will discuss the current state of the project.
 - (ii) Recreation Services Director Jonathan Sermon will request council action on a proposed amendment to the existing contract with CPL Architects to provide design services for a batting cage facility and concessions building.
 - (iii) Finance Director Deborah Reaves will request council action on the following ordinances to fund the contract amendment with CPL Architects:
 - (a) Ordinance to Amend the General Fund; and
 - (b) Ordinance to Amend the McCrary Baseball Park Improvements Fund.
- (D) Jarrell Center City Garden Project
 - (i) Asst. City Manager Trevor Nuttall will discuss the current state of the project.
 - (ii) Asst. City Manager Trevor Nuttall will request council action on a Proposal from Insight Planning and Development for assistance in reassigning remaining CDBG-CV funds toward construction of the Garden.
- (E) Zoo City Loop Project – City Manager John Ogburn will report on the efforts to advance this project.

9. City Manager John Ogburn will request council action on the Community Development Division's request 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.
10. Legislative Hearing (Case No. RZ-25-01): Community Development Director John Evans will present the initial testimony in a hearing, which was continued from February 6, 2025, on an application to rezone from R10 Medium-Density Residential to O&I (CZ) Office & Institutional Conditional Zoning for a public use facility at 138 Southway Road and 349 and 353 North McCrary Street, (Randolph County Parcel Identification Numbers 7751347980, 7751359117, and 7751354017).
11. Consent Agenda
 - (A) Approval of the meeting minutes for the regular city council meeting held on January 9, 2025.
 - (B) Approval of the meeting minutes for the regular city council meeting held on February 6, 2025.
 - (C) Acknowledgment of the receipt of the meeting minutes for the Asheboro ABC Board meeting held on January 7, 2025.
 - (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-25-07: 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 Number 7669360946).
 - (E) Acknowledgment of the receipt of the 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.
 - (G) Approval of the final decision document for SUP-24-02.
 - (H) Acknowledgment 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.
 - (I) Approval of a salt/brine reimbursement agreement with the North Carolina Department of Transportation.
12. Community Development Director John Evans will present the initial testimony pertaining to the cases listed below.
- (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."
 - (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 77562740259) to amended RA6 (CZ) High-Density Residential (Conditional Zoning) to allow a Residential Planned Unit Development.

13. Planning Director Justin Luck will present the initial testimony pertaining to the cases listed below.
 - (A) Legislative Hearing (Case No. RZ-25-03): Request to rezone property located on 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 manufacturing, processing, and assembly-light.
 - (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.
 - (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.
14. City Engineer Michael Leonard, P.E. will present two annexation petitions and request council action on the resolutions listed below.
 - (A) Petition for BLL Holding LLC Property on Lewallen Road
 - (i) Council consideration of a resolution directing the city clerk to investigate the annexation petition.
 - (ii) Council consideration of a resolution setting the date, time, and location for a public hearing on the question of annexation.
 - (B) Petition for Mark Braswell Property on Crestview Church Road
 - (i) Council consideration of a resolution directing the City Clerk to investigate the annexation petition.
 - (ii) Council consideration of a resolution setting the date, time, and location for a public hearing on the question of annexation.

15. Asheboro Regional Airport Items

- (A) City Engineer Michael Leonard, P.E. will provide a briefing on an aircraft incident that occurred on the morning of February 11, 2025.
- (B) City Engineer Michael Leonard, P.E. will discuss and request council action on a recommendation from the Asheboro Airport Authority to approve a lease of space (12,600 square feet, more or less) for the construction/placement of an aircraft hangar for the NC Aviation Museum and Hall of Fame, Inc.
- (C) Fixed Base Operator Agreement
 - (i) City Attorney Jeff Sugg will discuss the fixed base operator agreement prepared for council action.
 - (ii) Invitation for public comments on the proposed fixed base operator agreement.
 - (iii) Council action on a resolution to approve the fixed base operator agreement.

16. Asst. City Manager Trevor Nuttall will provide a status report on the Central Business District Parking Study and Strategy under development.

17. Water Resources Director Michael Rhoney, P.E. will discuss and request action on Design-Build Contract Amendment #3 for the Wolfsped Water Main Extension Project.

18. Items not on the agenda and upcoming events.

19. Adjournment

**City of Asheboro
Finance Office**

To: John N. Ogburn III, City Manager
From: Debbie Reaves, Finance Director
Date: February 28, 2025
Re: OSBM Grant 10041 Acme McCrary

Background: The City of Asheboro received a \$1.5M grant for the Purchase and other expenses relating to the Acme McCrary Building.

The total amount spent using these grant funds before the building was sold is \$1,231,749.08. This leaves \$268,250.92 unspent.

I have discussed options on the use of the remaining funds and have learned that because the grant is very specifically tied to the Acme Building, the City of Asheboro needs to ask our legislators for a technical correction, changing / expanding the scope of the grant / allowable expenses to be used for another purpose.

We currently have a grant for the purpose of "Asheboro Downtown Facilities" and the scope of work established for Trade Street Improvements.

Considering the ongoing Trade Street Project, I am requesting that the City of Asheboro reach out to our legislators to request a technical correction requesting the funds be allocated to either "Asheboro Downtown Facilities" like the other grant is or more specifically allocated to Trade Street improvements and be allowable for any of the expenses incurred in relation to that project.

Thank you

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.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

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,

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

**City of Asheboro
Engineering Department**

Memo

To: Mayor and City Council
From: Michael L. Leonard, PE
Date: March 6, 2025
Re: Request to Amend Contract with CPL Architects

The original contract between the City of Asheboro and CPL Architects for the McCrary Ballpark project was approved and executed during the November 4, 2021, City Council meeting. CPL's scope of work included a complete design of Restrooms, Grandstands, Ticket Booth, Concession Stand and "Beer Garden" (now referred to as Concessions Building). The Batting Cage and Umpire Changing facilities were planned to be self-performed using city forces and were not included in the contract with CPL.

In December 2024, staff prepared a preliminary estimate for the batting cage facility using a steel building with netting inside. The estimated cost was at least \$250,000 for materials and did not include labor. The current estimate for an Open Concept "pre-engineered" building to contain the Batting Cage and Umpire Changing facilities is \$428,000 and does not include any site work cost meaning the total cost would likely exceed \$500,000. Due to the expected cost and prior directives from the City Council to limit self-performed construction, staff would recommend the project to follow a traditional design, bid, build process, if authorized by Council.

The CPL proposal includes two phases: Phase I is the design of the Batting Cage / Umpire Changing Area and Phase II is the design of a Concessions Building that would allow preparation of hot food. Currently, the concessions stand only allows the sale of pre-made and pre-packaged foods. While the proposal outlines tasks for both Batting Cage / Umpire Changing Area (Phase I) and the Concessions Building (Phase II), only Phase I is given a preliminary schedule because it is staff's recommendation that Phase I is the more urgent need.

If the City Council approves the proposal and authorizes an agreement with CPL, staff would update the Council on design progress and at the appropriate time seek approval to solicit proposals for construction. Prior to construction, Council would be presented with the lowest responsible responsive bidder and decide whether to award a construction contract.

The professional design services proposal for Phase I and Phase II is \$143,900 and would include bidding and construction administration services.

EXHIBIT A

January 07, 2025
March 05, 2025 Revised

Mr. Michael Leonard
City of Asheboro
146 North Church Street
Asheboro NC, 27203

RE: **PROFESSIONAL FEE PROPOSAL**
McCrary Park – Concession Building & Batting Facility
138 Southway Road
Asheboro, NC 27205

Dear Mr. Leonard,

On behalf of CPL, we are pleased to submit the following design fee proposal for the architectural and engineering services necessary for the McCrary Park – Concession Building & Batting Facility and adjacent site development with each.

PROJECT UNDERSTANDING

The City of Asheboro wishes to contract with CPL for professional design services as described herein for a new Concession Building & Batting Facility. In addition to the new building structure, there will be a portion of site work related to the development. CPL has engaged with a Food Service designer to better document the food service equipment package and utilities associated with the Concession Building due to the project being delivered by hard bid, we feel this additional design documentation effort is advantageous to the overall success and delivery of the project. We understand that the priority is to complete the Batting Facility first, the Concession Building design efforts will begin at a later date to be determined.

Design Services include Architecture, Food Service Design, Mechanical / Electrical / Plumbing / Fire Protection / Structural / Civil Engineering.



PROFESSIONAL FEE PROPOSAL

McCrary Park – Concession Building &
Batting Facility Asheboro, NC

January 07, 2025

March 05, 2025 Revised

Page 2 of 7

Understanding of Project Scope: **Phase I Batting Facility Structure**

- Site work area limited to area highlighted in attached
- +/- 5,200 square foot structure to accommodate four batting tunnels, flex space, and supporting spaces. Base bid will be an open-air structure at the training area with enclosed/conditioned areas for locker rooms, restrooms, and storage. Alternate bid will be a fully enclosed and conditioned structure for all spaces, this will include brick exterior walls, roll-up doors, man doors, glazed openings.
- Design fee and scope assumes a pre-engineered structure.
- Turf flooring at training area, overhead retractable netting systems, HVLS fans

Understanding of Project Scope: **Phase II Concession Building**

- Develop two additional concept designs for the Concession Building to ensure the success of this project for the following reasons:
 - Study of the roof plan design to better incorporate shading at the outdoor covered area. The previous building design will be used as a guidepost.
 - Study placement of the building on the site since the previous location does not work with the altered site plan. Although this is not a complete redesign there is significant efforts across the team to incorporate the new placement and to develop the new architectural site plan and civil engineering drawings.
 - Confirm kitchen equipment layout and utilities.
- Furniture and Fixtures- provided by owner
- Food service equipment - provided and installed by contractor.
- Two (2) rows of fixed stadium seating along retaining wall in front of Concession Building, seating with cup holders to match grandstand seating. Incorporate area drains at any depressed seating area. Built-in high-top countertop behind last row of seating.
- Incorporate site wall design with fencing and brick piers around the Concession Building area to mimic the site design at other areas of the park.
- Modify the existing site wall fencing/railing to accommodate site lines for the new stadium seating area.

SCOPE OF SERVICES

Phase I Task 1 – Design

- Meeting 1 (in-person)
 - Present preliminary floor plan and site plan along with exterior design scheme. Plan will note all anticipated scope.
- Meeting 2 (virtual)
 - CPL to present revised floor plan and site plan along with exterior elevations. Comments from Meeting #1 incorporated into this presentation.
- Cost Estimate
 - CPL will prepare a total project cost estimate to ensure the total project cost aligns with the City's expectations. CPL will make reasonable adjustments to the scope as needed.



PROFESSIONAL FEE PROPOSAL

McCrary Park – Concession Building &
Batting Facility Asheboro, NC

January 07, 2025

March 05, 2025 Revised

Page 3 of 7

- Meeting 3 (virtual)
- At the end of this stage, we expect approval of the project scope and budget prior to moving into the next Task.:

Phase II Task 1 – Concept Design Study

During the introduction meeting between CPL and the City it was discussed for CPL to develop 2 alternate building design options with emphasis on providing more and/or alternate methods of shade. These design options are meant to be a quick study to gauge how the previous design should be altered to better serve the users as well as the new site placement.

- Meeting 1 (in-person)
 - Present alternate exterior design options. The goal of this meeting is for the City to provide a decision on the preferred exterior design to move forward with.
 - Present architectural concept site plan.
 - Present Kitchen equipment schedule and plan.
- Meeting 2 (in-person)
 - CPL to present revised exterior design, architectural site plan, and kitchen equipment plan. Comments from Meeting #1 incorporated into this presentation.
- Cost Estimate
 - CPL will prepare a total project cost estimate to ensure the total project cost aligns with the City's expectations. CPL will make reasonable adjustments to the scope as needed.
 - A total project budget is not known at this time.
- Meeting 3 (in-person cost estimate review)
- At the end of this stage, we expect approval on the following items prior to moving into the next Task:
 - Kitchen equipment schedule and plan
 - Exterior building design
 - Site plan
 - Total project cost based on the Cost Estimate

Phase I and Phase II Task 2 – Construction Documentation

Prepare final design drawings and project specifications including front end bidding specifications. Some of the project specifications may be limited specifications on drawings.

- Meeting 4 (virtual): Owner review meeting with 50% Construction Documents.
- Meeting 5 (virtual): Owner review meeting with 90% Construction Documents.
- Coordinate submission requirements with applicable review agencies for building permitting and health department permitting. This includes the local building authorities as well as the health department.
- Deliverables:
 - CPL will provide Construction Documentation in compliance with the North Carolina State Building Code and other applicable standards.
 - Both drawings and specifications will be provided.



PROFESSIONAL FEE PROPOSAL

McCrary Park – Concession Building &
Batting Facility Asheboro, NC

January 07, 2025

March 05, 2025 Revised

Page 4 of 7

Phase I and Phase II Task 3 – Construction Procurement Phase Services

- CPL will submit the necessary documentation in digital format to the Local and State authorities having jurisdiction as well as address any permit review comments that may arise. All permits and approvals for the project will be paid for and secured by the owner or contractor.
- CPL will submit the bid advertisement to both the HUB and NC DOA IPS websites. The City is responsible for posting the advertisement to the City's website. CPL will distribute and track all bid documents to interested bidders.
- CPL will answer Requests for Information (RFIs), provide clarifications, issue addenda as required to the contractors that are interested in providing bids.
- CPL will provide standard AIA Owner Contractor contract and assist in its execution.

Phase I and Phase II Task 4 – Construction Phase Services

- CPL will attend one (1) pre-construction meeting
- CPL will attend four (4) site visits during construction.
- Food Service Designer will attend two (2) site visits during construction.
- Civil Engineer will attend five (5) site visits during construction.
- CPL will perform one (1) punch list near the substantial completion date.
- CPL will provide construction administration services consisting of:
 - Review of submittals, shop drawings, certification of monthly pay requests, responding to RFIs that arise during the course of construction and closeout documentation.
 - Multiple reviews of said documents may result in a request for additional design services.

SCHEDULE

CPL agrees to provide services to the client in the most expeditious manner practical. Tentative schedule as follows:

- **Phase I**
 - March 2025 Kick-off meeting - City, Architect, Civil Engineer
 - April 15, 2025 Floor Plan and Exterior Design approved
 - April 30, 2025 50% Construction Documents complete
 - May 30, 2025 100% Construction Documents complete
 - June 2025 Submit for Building Permit
 - August 2025 Bidding Period (4 weeks)
 - CPL to post to hub website and bid for him.
 - The City will coordinate bid dates location and posting bid documents (drawings and specs) to the city website.
 - Mid-September approve construction contract
- **Phase II - TBD**



PROFESSIONAL FEE PROPOSAL

McCrary Park – Concession Building &
Batting Facility Asheboro, NC

January 07, 2025

March 05, 2025 Revised

Page 5 of 7

CLIENT RESPONSIBILITIES

The Client shall appoint an “Owner’s Representative” to act as the point of contact for CPL. It shall be the responsibility of the client to provide the following:

1. Access to the project site during design.
2. Decisions on critical issues in a timely manner.
3. Payment of all invoices in accordance with this agreement.
4. As-built civil survey of existing conditions and utilities
5. Flow testing if required.

ASSUMPTIONS / Exclusions

1. CPL’s basic telecom/data/security services include:
 - a. Identifying locations for security, data, and telecom devices; and including pathways (conduit, blank boxes) on the Construction Documents.
 - b. Cabling, raceways and infrastructure designed by CPL and provided by Contractor.
2. CPL’s basic AV services include:
 - a. Identifying locations for AV devices and type of device; and including pathways (conduit, blank boxes) on the Construction Documents.
3. No PE certifications of water/sewer mains are included in the base scope of work.
4. No third-party special inspections are included in the base scope of work other than preparing the Statement and Schedule of Special Inspections as required.
5. No on-site or off-site roadway improvements, traffic study or impact analysis are included in the base scope of work.
6. Altering (increasing/decreasing) the project scope, design, and/or budget from our project understanding and assumptions may trigger a request for additional services.
7. If the project is delayed more than 30 days, this will trigger a request for additional services as a part of project restart.
8. We expect to identify an owner contingency of 5% of estimated construction cost and list that amount on the bid forms. Contingency shall be approved and used as mutually agreed upon by owner and architect.
9. Delivery method is understood to be design, bid, build.
10. No wetlands investigation or permitting with the US Army Corps of Engineers.
11. No design of monolithic reinforced concrete or segmented retaining walls.
12. City, county, and/or state review fees are not included in this proposal.
13. No design of utility extensions beyond the project area.
14. We do not anticipate multiple or early drawing or specification packages.
15. Geotech Report- it is assumed that the previous geotechnical findings will suffice for the design of the new structure and site scope.
16. No Furniture Fixtures Equipment scope.
17. Owner preferred alternate for stadium seating (so we match the grandstand seating).
18. Owner preferred alternate for brick (so we match the existing brick).



PROFESSIONAL FEE PROPOSAL

McCrary Park – Concession Building &

Batting Facility Asheboro, NC

January 07, 2025

March 05, 2025 Revised

Page 6 of 7

COMPENSATION

CPL agrees to provide the professional design services listed in the Scope of Services. Our fee proposal is based upon work-effort projections and applicable billing rates for the scope of work anticipated for this project. We propose to provide the scope of services for a not-to-exceed base fee as indicated. Travel, food, printing, and other standard reimbursables are included as an allowance.

FEE SCHEDULE	FEE
Phase I - Task 1 – Design	12,800
Phase I - Task 2 – Construction Documentation	18,700
Phase I - Task 3 – Construction Procurement / Bidding	2,500
Phase I - Task 4 – Construction Administration	9,000
Phase II - Task 1 – Concept Designs	19,270.00
Phase II - Task 2 – Construction Documentation	40,930.00
Phase II - Task 3 – Construction Procurement / Bidding	7,400.00
Phase II - Task 4 – Construction Administration	24,000.00
Design Fee Total	134,600.00
Cost Estimate	6,500.00
Reimbursables Allowance	2,800.00
Total Fee	143,900.00

ADDITIONAL SERVICES

Any items not contained in our Scope of Services or contrary to the assumptions listed above will be deemed additional services. If requested by the Client, additional services will be provided on an hourly basis at our standard hourly billing rates, or as a fixed fee mutually agreed to in advance by both parties.

1. Additional in-person meetings or site visits during construction above and beyond stated in scope of services.
2. As-built documentation
3. Geotechnical
4. Other scope not identified
5. Color renderings



PROFESSIONAL FEE PROPOSAL

McCrary Park – Concession Building &

Batting Facility Asheboro, NC

January 07, 2025

March 05, 2025 Revised

Page 7 of 7

CONCLUSION

This document serves as a design fee proposal. The proposed fee is valid for 90 days from the date of this proposal. If these terms are acceptable, we will proceed with executing a Standard AIA Owner Architect Design Contract, this proposal will be included as an exhibit.

We look forward to working with you on the successful completion of this project.

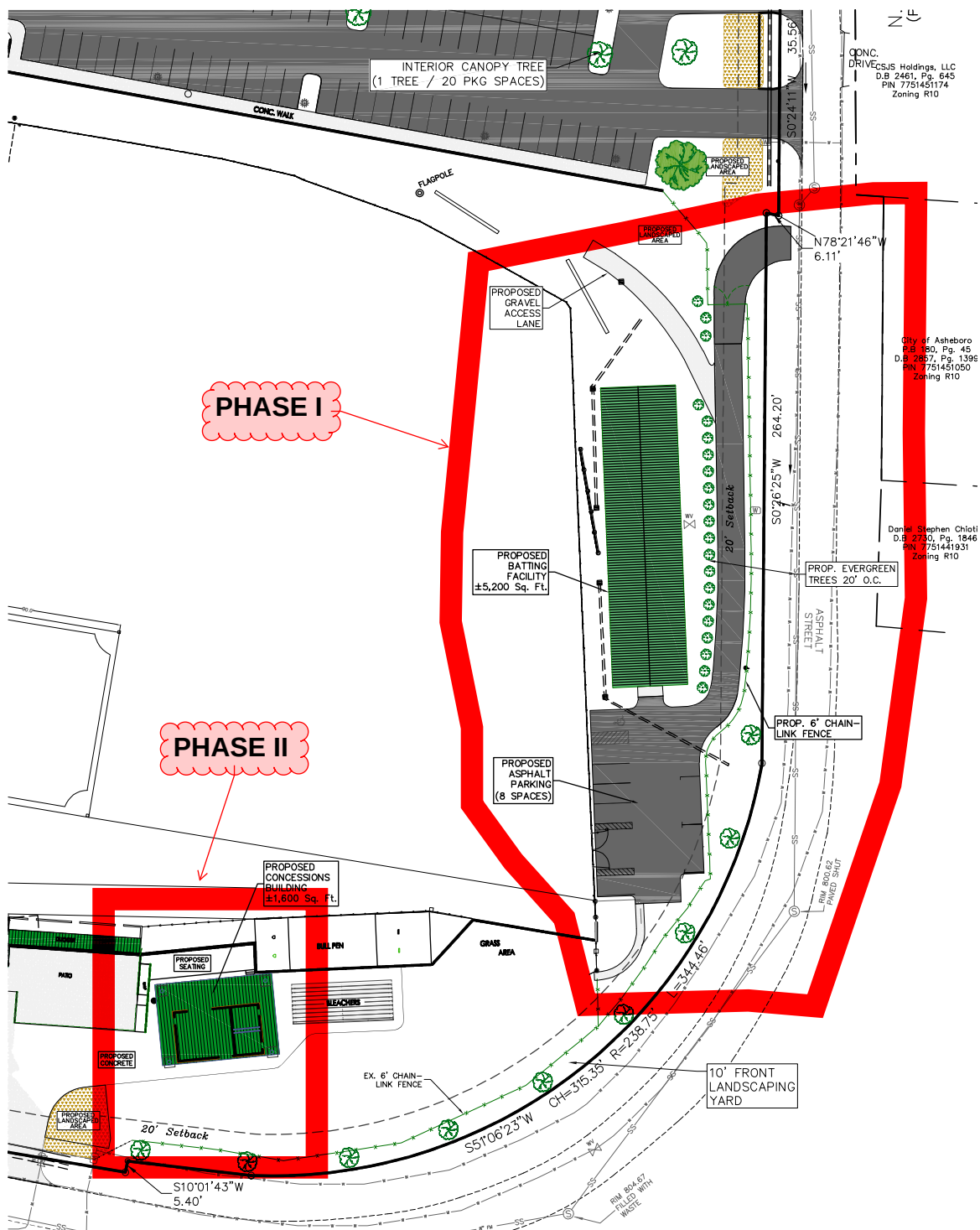
Sincerely,

CPL

Brad Norvell, AIA

cc: Mr. Kenneth C. Mayer, FAIA

KMayer@cplteam.com



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,

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

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

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

Adopted this 6th day of March 2025.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk



INSIGHT

PLANNING + DEVELOPMENT



January 28, 2025

Mr. Trevor Nuttall, Assistant City Manager
City of Asheboro
146 N. Church Street
PO Box 1106
Asheboro, North Carolina 27204

RE: Proposal – Grant Administration Services
City of Asheboro CDBG-CV Program

Dear Mr. Nuttall:

The following provides a breakdown of the fees for Phases A and B, as requested in your 12/13/2024 email.

- **Phase A:** Assist the city with a program amendment, meeting the submission requirements provided by the NCDOT to reassign \$243,503 in remaining CDBG-CV funds for the construction of the Jarrell Center City Garden. Insight will prepare the amended ERR for this new activity.
 - **Proposed Fee:** \$15,000 (Price for ERR is contingent on the city receiving no historical concerns from SHPO and THPO).
- **Phase B:** If the amendment described in Phase A is successful, Insight will provide program administration activities, including Labor Standards.
 - **Proposed Fee:** \$20,000

It is understood that no phase will begin without written authorization from the city. Please contact me if you have questions at (910) 392-0060, ext. 118.

Sincerely,

Kevin D. Amory
Vice President/CFO



RZ-25-01

An application to rezone from R10 Medium – Density Residential to O&I (CZ) Office & 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).



RZ-25-01

An application to rezone from R10 Medium – Density Residential to O&I (CZ) Office & 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).

1. Request	
Applicant: City of Asheboro	Property Owner: Same as applicant
Zoning <i>Existing:</i> R10 Medium-Density Residential <i>Proposed:</i> O&I (CZ) Office & Institutional Conditional Zoning for a Public Use Facility (McCrary Park) <i>History:</i> The City of Asheboro Comprehensive Parks and Recreation Plan indicated that McCrary Park opened in 1950.	
Required Notice <i>Mailed Notice by Applicant:</i> Notices were initially mailed to abutting property owners on December 27, 2024 for the January 6, 2025 Planning Board meeting and February 6, 2025, Council meetings. This notice noted a continuance request to the February 3, 2025 Planning Board meeting. <i>Mailed Notice by Staff:</i> See above <i>Published Notice:</i> January 21, 2025 and January 28, 2025 <i>Posted Notice:</i> January 24, 2025	

2. Site Information	
Location	138 Southway Road and 349 and 353 North McCrary Street
PIN	7751347980, 7751359117, 7751354017
Size	10.36 acres +/-
Jurisdiction	Within Asheboro City limits
Current Land Use	Public Use Facility (McCrary Park)
Overlay Districts	N/A
Infrastructure	City water and sewer extend along Southway Road and North McCrary Street
Transportation	
<i>Street Classification:</i>	North McCrary Street and Southway Road are collector-level streets.
<i>Maintenance:</i>	North McCrary Street and Southway Road are state maintained.
<i>Other Notes:</i>	N/A
Surrounding Land Use	
<i>North:</i>	Single & Two family residential/undeveloped
<i>South:</i>	Residential Planned Unit Development, Single-family and two-family) Business Services
<i>East:</i>	Interstate, Single-family, Two-family
<i>West:</i>	Two-family residential

3. Staff Analysis

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.

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.

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."

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."

Recent renovations were permissible by right and eliminated some nonconforming situations, such as paving of 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.

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.

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 City Council is expected to receive information and provide direction on these final contemplated improvements at its March 6 meeting. 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.

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.

4. Modifications to Ordinance Regulations

The plans indicate two requested modifications: 1) the proposed Batting Tunnel building is a metal structure without any type of masonry or architectural cladding. Non-residential structures in the O&I zoning district typically are not [permitted to be metal; staff does note that the city has otherwise complied with this standard for the other buildings and that this building is ancillary to the Public Use Facility..

2) The plan proposes to provide screening against residential properties with either landscaping or fencing. Such screening in the O&I zoning district normally includes solid fencing but the application indicates that more dense landscaping may be a better mechanism given the characteristics of the property. The plan, therefore, requests approval to install an alternative screen in places.

5. Summary of Proposed Zoning Conditions (subject to change prior to final report)

(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.

(F) 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.

6. Land Development Plan Consistency and Reasonableness

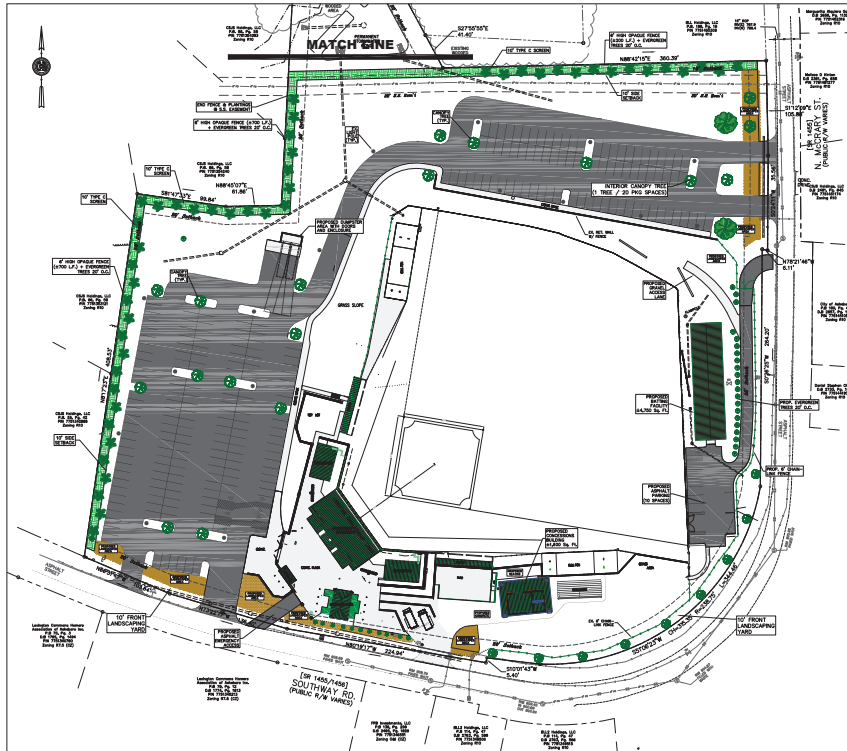
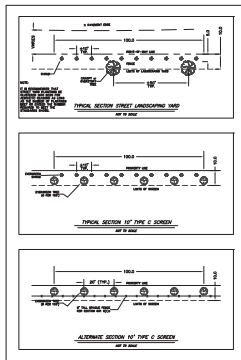
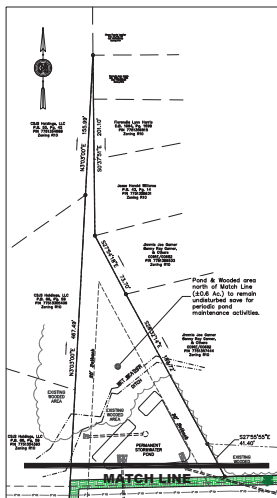
Proposed Land Use Map	Park/Neighborhood Residential
Growth Strategy Map	Primary Growth Area
Small Area Map	Northwest
LDP Goals/Policies Supporting Request	
• Checklist Item 1: Complies with Land Development Plan Map • Checklist Item 5: Complies with Growth Strategy Map • Checklist Item 1.4: A thriving tourism industry • Checklist Item 12-13: 12.) Property is located outside of watershed 13.) The property is located outside of Special Hazard Flood Area	
LDP Goals/Policies Not Supporting Request	
• Checklist Item 14: Rezoning is located on steep slopes of greater than 20%.	
Staff Proposed Plan Consistency Statement	

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 1-73/74, 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 Proposed Reasonableness Statement

Staff believe 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.

7. Staff Recommendation and Planning Board Action Items	
Staff Recommendation	Approve, subject to proposed conditions
Planning Board Action Items	1) Plan Consistency and Reasonableness Statement 2) a) Approve or deny zoning map amendment RZ-25-01; rezone existing R10 Medium-Density Residential to O&I (CZ) Office & Institutional Conditional Zoning for Public Use Facility (McCrary Park). b) Attach zoning conditions as summarized or with modification.



- SITE NOTES:**
1. FIN: 7751347980, 7751359117, 7751354017
 2. ADDRESS: 136 Southway Road, Asheboro, NC 27205
 3. OWNER: CITY OF ASHEBORO
 4. OWNER'S ADDRESS: 146 North Church Street, Asheboro, NC 27203
 5. DEED REF: D.B. 2548, Pg. 883; D.B. 1835, Pg. 3073; D.B. 2719, Pg. 2188
 6. PROPOSED USE: PUBLIC USE FACILITY
 7. SETBACKS: EXISTING: Front 30'; Rear 25'; Side 10'; PROPOSED: Front 20'; Rear 20'; Side 10'
 8. ZONING: CURRENT: R10; PROPOSED: OMI (C2)
 9. PARKING PROVIDED: 247 Regular + 9 Accessible
 10. This property is not located within a detailed flood hazard area. See FIRM Community Panel #371077510, Effective 01/02/2008.

LANDSCAPE PLANTING SCHEDULE			
AREA	ITEM	# REQ.	# PLANNED
Street Frontage (1360 L.F. Total)	Canopy Tree	26	26
	Understory Tree	26	26
Main Parking Lot	Canopy Tree	9	10
	Understory Tree	9	10
North Parking Lot	Canopy Tree	5	6
Western Boundary	Evergreen Tree	20	20
Northern Boundary	Evergreen Tree	12	15
Northwest Boundary	Canopy Tree	5	5
Understory Tree	Understory Tree	18	18
	Shrub	27	30

CITY OF ASHEBORO
146 NORTH CHURCH STREET
ASHEBORO, NORTH CAROLINA

PRELIMINARY

SITE & LANDSCAPING PLAN
McCRARY BALLPARK
136 SOUTHWAY ROAD

Scale: Horiz. 1" = 40'; Vert. 1" = 20'; Date: 05/16/2008; Drawn By: JS; Checked By: [blank]; Disk No. [blank]; Drawing: zoning site plan; Job No. F1030; Sheet No. 1 of 1

ELEVATION NOTES:

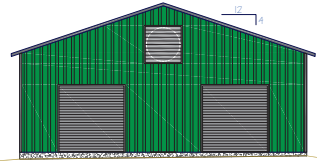
1. GRADE ELEVATIONS SHOWN ARE FOR VISUAL PURPOSES ONLY AND MAY VARY. BUILDER IS RESPONSIBLE FOR ADAPTING THIS PLAN TO EXISTING TOPOGRAPHY.
2. ROOF VENTILATION TO BE DETERMINED BY BUILDER PER CODE.
3. GUTTER AND DOWNSPOUTS NOT SHOWN FOR CLARITY OF DRAWING. LOCATION TO BE DETERMINED BY BUILDER.
4. DOORS, WINDOWS AND EXTERIOR FINISHES TO BE DETERMINED BY OWNER.
5. COORDINATE WITH OWNER FOR ALL MATERIAL FINISHES.

FINISHING NOTES:

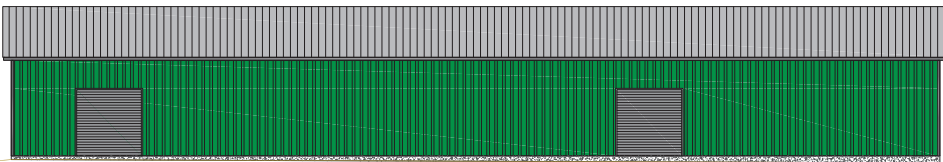
1. COORDINATE SELECTION OF ALL INTERIOR & EXTERIOR FINISHES/MATERIALS WITH OWNER.
2. COORDINATE SELECTION OF ALL PLUMBING FIXTURES WITH OWNER.
3. PLUMBING TO BE INSTALLED BY LICENSED CONTRACTOR TO MEET ALL LOCAL CODES.
4. COORDINATE SELECTION OF ALL ELECTRICAL FIXTURES WITH OWNER.
5. ELECTRICAL TO BE INSTALLED BY LICENSED CONTRACTOR TO MEET ALL LOCAL CODES.
6. HVAC TO BE DESIGNED AND INSTALLED BY LICENSED CONTRACTOR TO MEET REQUIREMENTS OF OWNER AND MEET ALL LOCAL CODES.



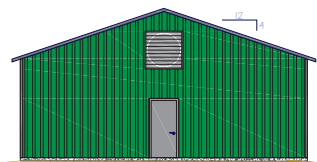
East Elevation



North Elevation



West Elevation



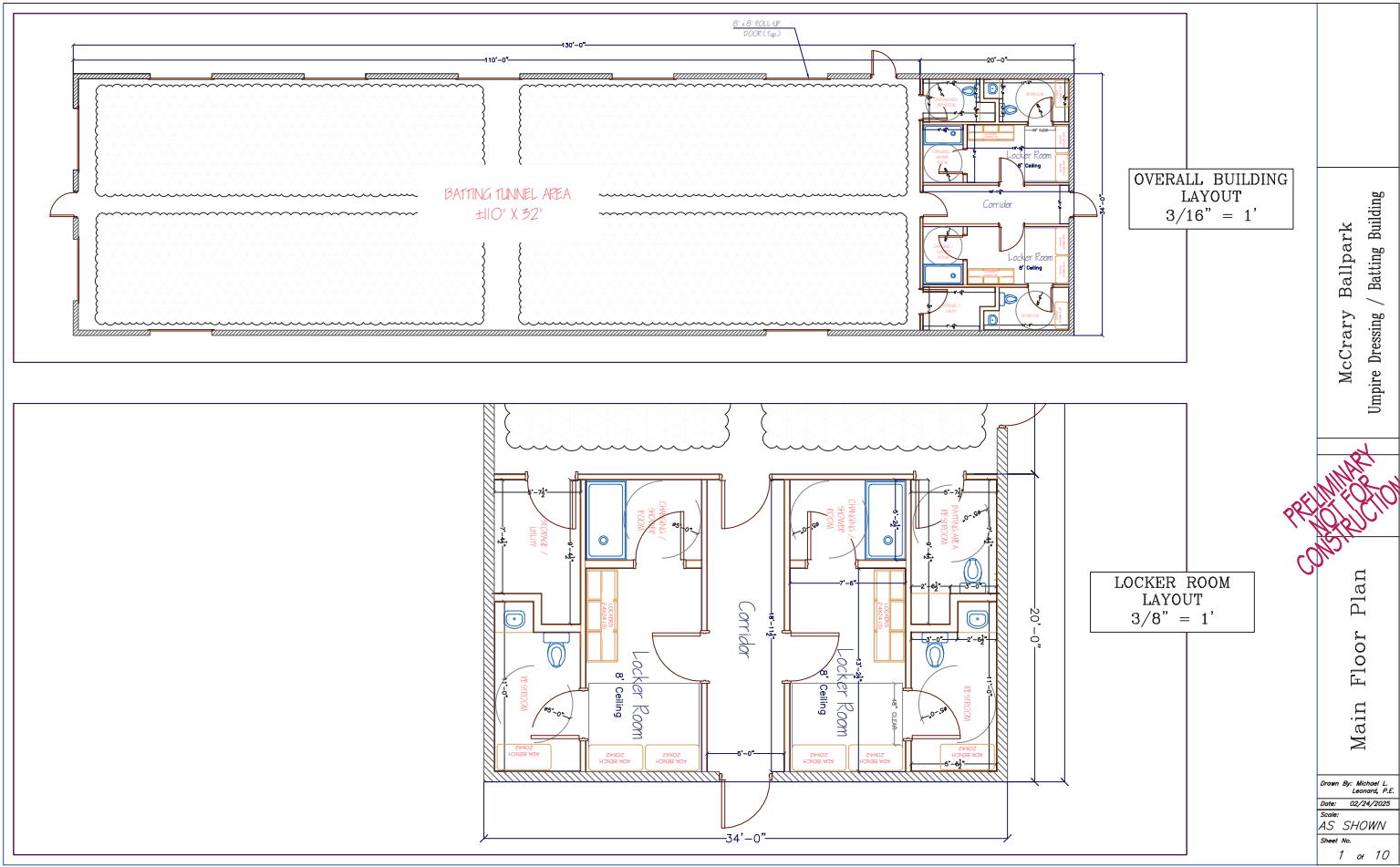
South Elevation

McCrary Ballpark
batting Tunnel Building

PRELIMINARY
NOT FOR
CONSTRUCTION

Elevations

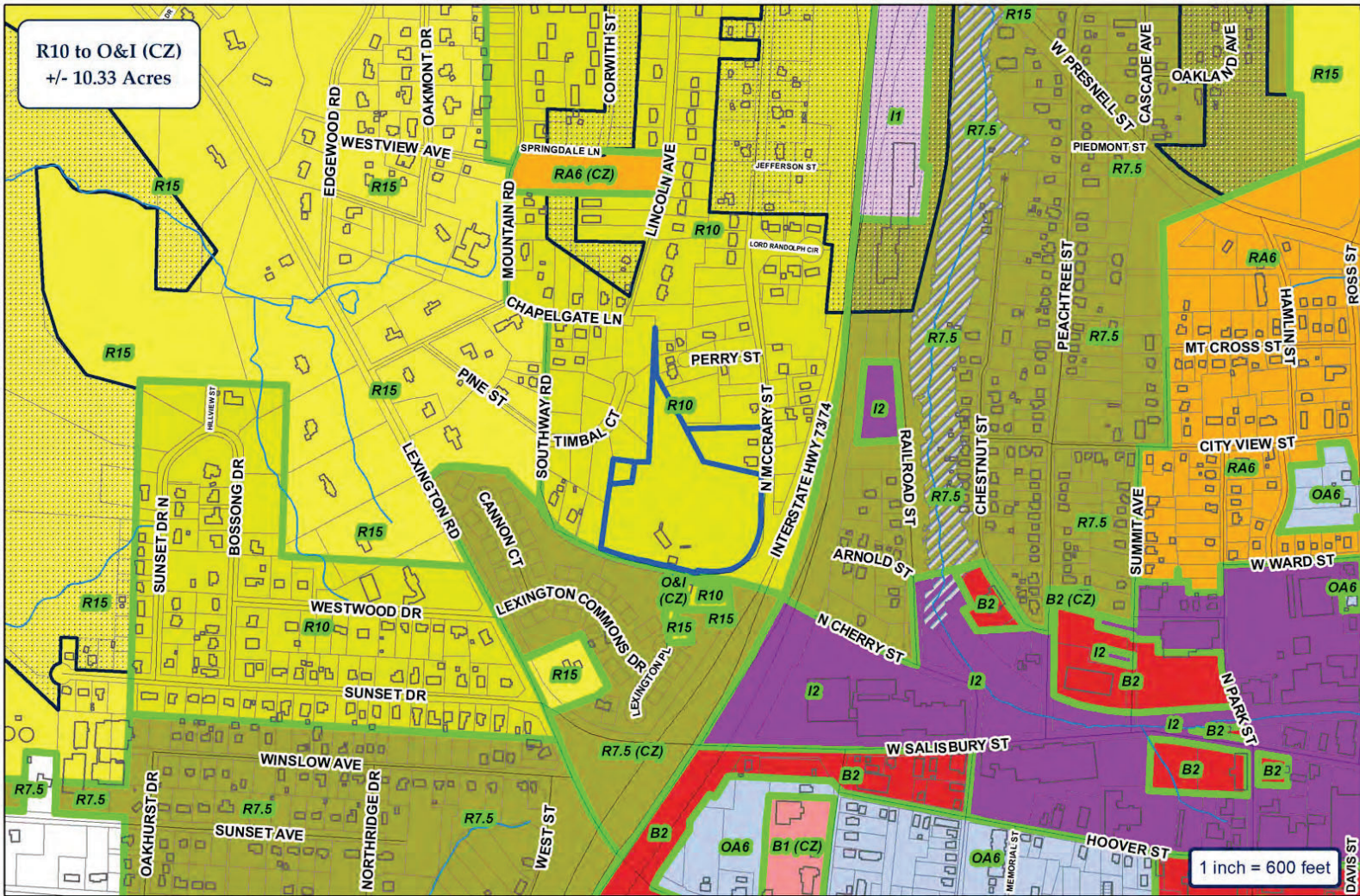
Drawn By: Michael L.
Leonard, P.E.
Date: 02/25/2025
Scale:
3/16" = 1'
Sheet No:
1 of 1



McCrery Ballpark
Umpire Dressing / Batting Building

Main Floor Plan

Drawn By: Michael L. Leonard, P.E.
Date: 02/24/2025
Scale: AS SHOWN
Sheet No. 1 of 10



R10 to O&I (CZ)
+/- 10.33 Acres

1 inch = 600 feet



City of Asheboro Planning & Zoning Department

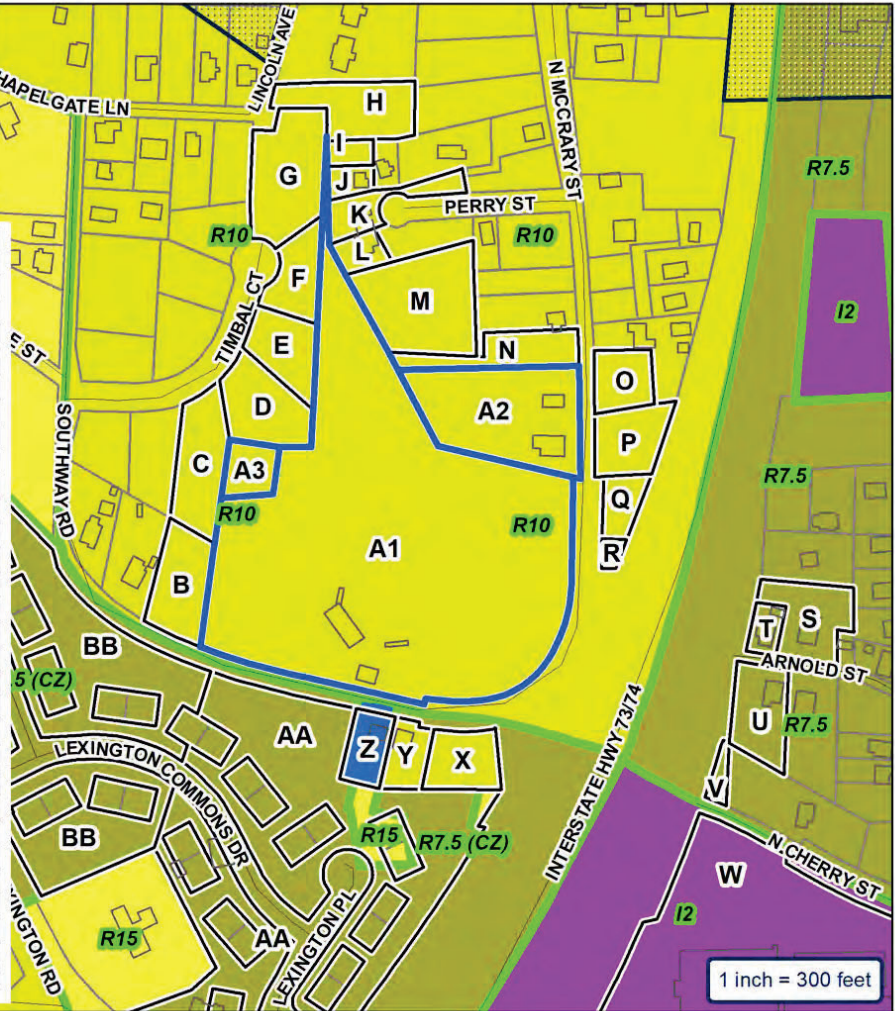
Rezoning Case: RZ-25-01

Parcels: 7751347980, 7751359117 & 7751354017



R10 to O&I (CZ)
+/- 10.33 Acres

Map_ID	Owner
A1	CITY OF ASHEBORO
A2	CITY OF ASHEBORO
A3	CITY OF ASHEBORO
B	CSJS HOLDINGS LLC
C	CSJS HOLDINGS LLC
D	CSJS HOLDINGS LLC
E	CSJS HOLDINGS LLC
F	CSJS HOLDINGS LLC
G	CSJS HOLDINGS LLC
H	LASSITER, SHAWN FRANCIS
I	HARRIS, FLORENDIA LYNN
J	HARRIS, FLORENDIA LYNN
K	WILLIAMS, JESSE HAROLD
L	GARNER, JIMMIE JOE (GARNER, BENNY RAY) - Additional Owners
M	GARNER, JIMMIE JOE (GARNER, BENNY RAY) - Additional Owners
N	BLL HOLDINGS LLC
O	KINTON, MELISSA D
P	CSJS HOLDINGS LLC
Q	CITY OF ASHEBORO
R	CHIOTIS, DANIEL STEPHEN
S	HARRISON, GEORGE
T	MOORE, PATRICIA HARRISON (HARRISON, GEORGE E) - Additional Owners
U	HILL, LLOYD D
V	CROWDER, CHESTER SR
W	BOSSONG HOSIERY MILLS, INC
X	BLL2 HOLDINGS LLC
Y	BLL2 HOLDINGS LLC
Z	FPB INVESTMENTS LLC
AA	LEXINGTON COMMONS HOMEOWNERS ASSOC OF ASHEBORO INC
BB	LEXINGTON COMMONS HOMEOWNERS ASSOC OF ASHEBORO INC



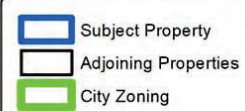
City of Asheboro Planning & Zoning Department

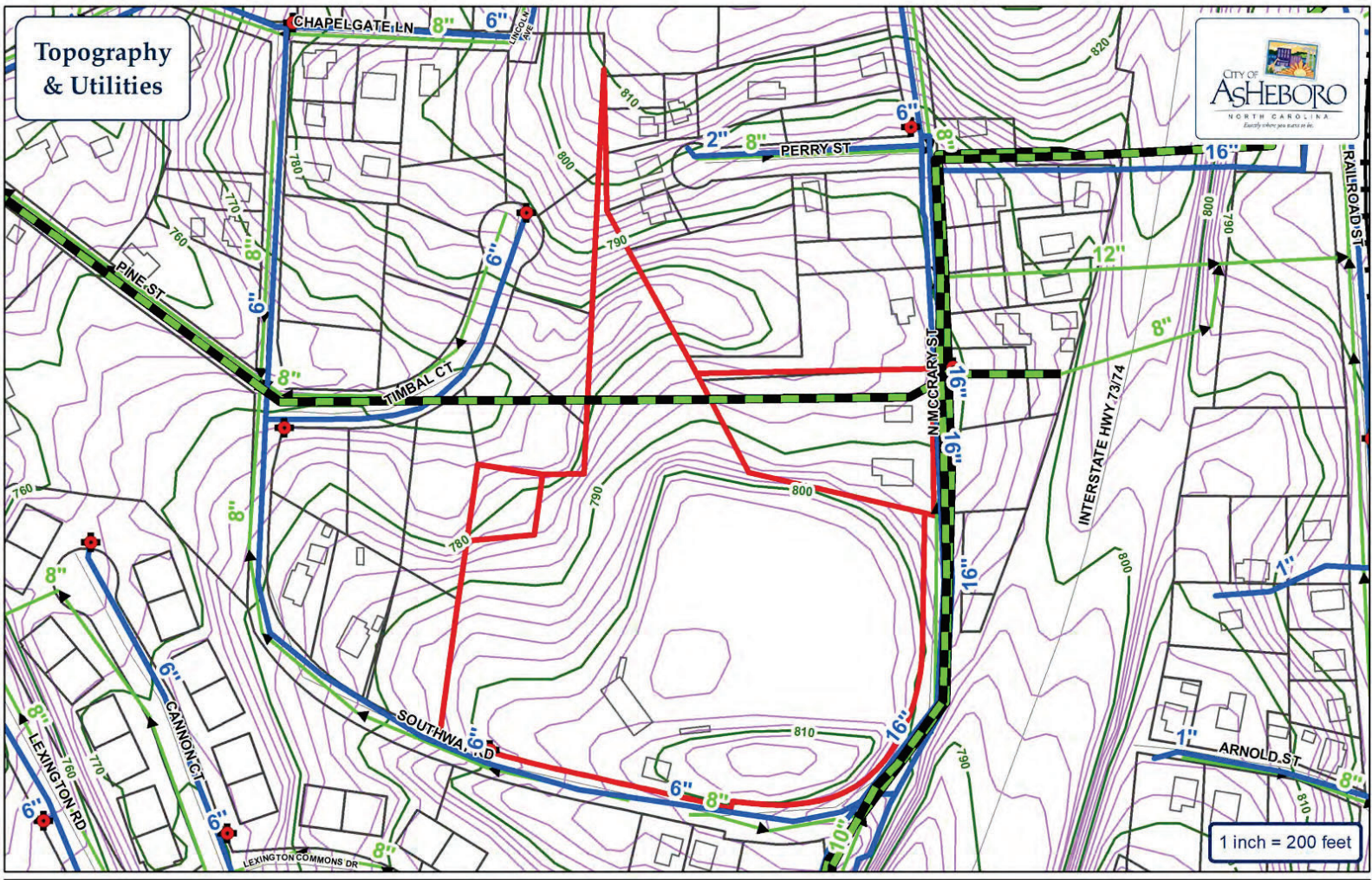
Rezoning Case: RZ-25-01

Parcels: 7751347980, 7751359117 & 7751354017



ETJ





- Water Main
- Sewer Main
- Force Main
- Fire Hydrant
- Pump Station
- Watershed

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-01

Parcels: 7751347980, 7751359117 & 7751354017

Subject Property





APPLICANT INFORMATION

Applicant John Ogburn City of Asheboro Applicant's Phone # 331-621-1201
Applicant's Address 146 N. Church St.
Asheboro, NC 27203
Applicant email address jogburn@ci.asheboro.nc.us

PROPERTY INFORMATION

Property Owner's Name City of Asheboro
Location of Property 138 Southway Rd Property Size (ac. or s.f.) 10.33 acres
Randolph County Property Identification Number (PIN#) 7751347980 775135917 354017
Current Zoning District R10 Requested Zoning District O-1 (CZ)
Date Property Title Acquired varies Deed Book _____ Page _____
Subdivision _____ Section _____ Lot # _____
Plat Book _____ Page _____

CONDITIONAL ZONING DISTRICT INFORMATION (Attach additional sheets if necessary)

1. Application is hereby made to the City of Asheboro for a Conditional Zoning District for the following purpose:

Public Use Facility with
authorization to construct a metal-
clad bathing cage / umpire locker
room per submitted site plan and
if approved by city council.

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

Aligning zoning with long-standing
property use is in the public's interest

For questions (3) and (4), if either of these questions apply, please state a reason. If you believe these do not apply, please check "does not apply".

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

Does not apply ☐

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

Does not apply ☐

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

APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for a Conditional Zoning District rests with the applicant.

No application for a Conditional Zoning District will be advertised for public hearing until the Planning and Zoning Department has received all required materials. If all required materials are not received prior to the specified deadlines, hearings for the case may be delayed.

Per Section 4.05 of the zoning ordinance, it is intended that property will be reclassified to a Conditional Zoning District only in the event of firm plans to develop the property. Accordingly, subject to any specific durational limits imposed by the ordinance applying conditional zoning to the Zoning Lot, if no action has been taken to obtain a Zoning Compliance Permit in conformance with the conditional zoning ordinance within 36 months of the City Council's approval of conditional zoning for the Zoning Lot, the Community Development Director or his or her designee shall initiate appropriate action to rezone the Zoning Lot to a general zoning classification that is consistent with the adopted comprehensive plan.

Applicant Signature

Printed Name of Authorized Signatory (if
different from Applicant)

Position/Relationship of Authorized
Signatory to Applicant

Owner Signature (if different than Applicant)

Owner Address

Telephone Number

Printed Name of Authorized Signatory (if
different from Owner)

Position/Relationship of Authorized
Signatory to Owner

STAFF USE

Received by: TR

Date: 12/13

Case Number: TBD

pre-app 12/13/24

This document presented and filed:
06/01/2017 10:46:02 AM

DEED
Fee \$26.00 Excise Tax: \$0.00



20042515

Randolph County North Carolina
Krista M. Lowe, Register of Deeds

/ City of Asheboro, NC

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: no taxable consideration

Parcel Identifier No.: 42557; PIN: 7751347980

Prepared by: Christina Freeman Pearsall, Esq., Schell Bray PLLC (without the benefit of a title examination)

Brief Description for the Index:

THIS DEED made as of this 1 day of June, 2017, by and between

GRANTOR	GRANTEE
Acme-McCrary Corporation/Sapona Manufacturing Company, Incorporated Employees' Fitness Center, a North Carolina non-profit corporation 159 North Street Asheboro, NC 27204	City of Asheboro, a North Carolina municipal corporation 146 North Church Street Asheboro, NC 27203

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor has and by these presents does grant and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the Asheboro Township, Randolph County, North Carolina and more particularly described as follows:

BEGINNING at an iron pin in the western margin of U.S. Highway 220 Bypass (60-foot right-of-way), Ransone Arnold's southeast corner; thence with the margin of U.S. Highway 220 Bypass, South 05 degrees 27 minutes West 2.20 feet to a right-of-way monument; thence continuing with the southern right-of-way of U.S. Highway 220

Bypass, South 05 degrees 27 minutes West 262.00 feet to a point; thence with the southern margin of U.S. Highway 220 Bypass as it intersects with the northern margin of Old Salisbury Road, along a curve to the right, a chord bearing and distance of South 55 degrees 17 minutes West 319.04 feet (with a circle having a radius of 238.75 feet) to a point in the 60-foot right-of-way of Old Salisbury Road; thence with the northern right-of-way of Old Salisbury Road, North 78 degrees 15 minutes West 59.76 feet to a point; thence South 15 degrees 07 minutes West 5.40 feet to a point in the northern margin of Old Salisbury Road (40-foot right-of-way); thence with the northern margin of Old Salisbury Road the following three courses and distances: North 75 degrees 14 minutes West 225.10 feet to an iron pin, North 68 degrees 17 minutes West 136.50 feet to an iron pin, North 61 degrees 26 minutes 30 seconds West 103.71 feet to an iron pin; thence leaving the margin of Old Salisbury Road, North 13 degrees 11 minutes 30 seconds East 408.80 feet to an iron pin in the southern line of John Redding (now or formerly); thence with Redding's line the following courses and distances: South 76 degrees 48 minutes 30 seconds East 100 feet to an iron pin, South 86 degrees 00 minutes 30 seconds East 61.70 feet to an iron pin, North 07 degrees 54 minutes 30 seconds East 625.35 feet to a point in the southern margin of Chapelgate Lane, Ransone Arnold's (now or formerly) northwest corner; thence with Arnold's line the following courses and distances: South 04 degrees 14 minutes 30 seconds West 201.52 feet to an iron pin, South 23 degrees 28 minutes 30 seconds East 263.75 feet to an iron pin, South 23 degrees 28 minutes 30 seconds East 205.60 feet to an iron pin, South 73 degrees 55 minutes 23 seconds East 283.61 feet to the point and place of Beginning and containing 9.21 acres, more or less, and as shown on a map of survey by Moore Gardner & Associates, Consulting Engineers, entitled "Property of Acme-McCrary Corp.," dated March, 1967 (Job No. 5614).

The property hereinabove described was acquired by Grantor by Instrument recorded in Book 1882 Page 607 in the Randolph County Registry.

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

Ad valorem taxes for the current and subsequent years and all easements, covenants, conditions, agreements, rights of way, restrictions and other matters of record, if any.

[Signatures on following page]

This document presented and filed:
09/18/2020 11:16:34 AM

DEED

Fee \$26.00 Excise Tax: \$2.00



20105707

Randolph County North Carolina
Krista M. Lowe, Register of Deeds

✓ AFTER RECORDING: *P/U - City of Asheboro*
 THIS IS NOT THE PRIMARY RESIDENCE OF THE GRANTORS.
 PREPARED BY: (SSE/cg) IVEY & EGGLESTON, Attorneys at Law, 111 Worth Street,
 Asheboro, NC 27203

PIN No. 7751354017

REVENUE: \$2.00

NORTH CAROLINA
RANDOLPH COUNTY

)

WARRANTY DEEDTHIS QUITCLAIM DEED, made this 31st day of August, 2020, by and between

GRANTORS: **RHONDA GAIL HANNER HOOVER and husband,
 DAVID W. HOOVER
 318 Pershing Street
 Asheboro, NC 27203**

GRANTEE: **CITY OF ASHEBORO
 146 N. Church Street
 Asheboro, NC 27203**

WITNESSETH, that the GRANTORS, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, to them paid by GRANTEE, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey unto GRANTEE and its successors, all that certain tract of land, situate, lying and being in Asheboro Township, Randolph County, North Carolina, and more particularly described as follows:

BEGINNING at a small red oak; thence nearly West 104 feet to a stone, J. M. Harper's line; thence nearly South 120 feet to a stone; thence nearly East 104 feet to a stone; thence nearly North 100 feet to the Beginning.

For back reference see deed recorded in Book 1754, Page 1136, Randolph County Registry.

This deed is prepared from information supplied by the parties hereto, and no title examination was requested of or performed by Ivey & Eggleston, Attorneys.

TO HAVE AND TO HOLD all our right, title and interest in the aforesaid tract of land and all privileges and appurtenances thereto belonging, to the GRANTEE, its successors and assigns, to its only use and behoof forever.

And the GRANTORS, for themselves, their heirs, executors and administrators, covenant with the GRANTEE, its successors and assigns, that they are seized of said premises in fee, and have the right to convey the same in fee simple; that the same are free and clear from all encumbrances, and that they will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said GRANTORS by these presents have hereunto set their hands and seals, the day and year first above written.

Rhonda Gail Hanner Hoover (SEAL)
RHONDA GAIL HANNER HOOVER

David W. Hoover (SEAL)
DAVID W. HOOVER

STATE OF NORTH CAROLINA

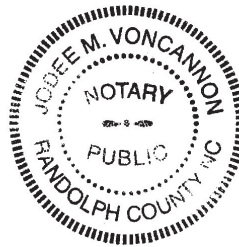
COUNTY OF RANDOLPH

I, Jodee M. VonCannon, a Notary Public for county and state aforesaid, do hereby certify that **RHONDA GAIL HANNER HOOVER and husband, DAVID W. HOOVER** personally appeared before me this day and acknowledged the due execution of the foregoing deed.

WITNESS my hand and notarial seal, this 31st day of August, 2020.

My Commission Expires: 08-04-2024

Jodee M. VonCannon
Notary Public



IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

ACME-MCCRARY
CORPORATION/SAPONA
MANUFACTURING COMPANY,
INCORPORATED EMPLOYEES'
FITNESS CENTER,
a North Carolina non-profit corporation

By: Brenda Johnson (SEAL)
Name: Brenda Johnson
Title: President

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

I certify that the following persons personally appeared before me this day, acknowledging to me that he/she signed the foregoing document: Brenda Johnson

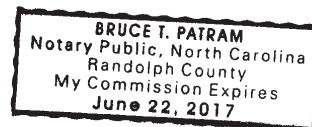
Date: JUNE 1, 2017

(Official Seal)

Bruce T. Patram
Official Signature of Notary

BRUCE T. PATRAM,
Notary Public
Printed or typed name

My commission expires: 6/22/2017.



RE BOOK Book: 1835
Page: 3073

FILED 2003-033196
Sep 26 2003 12:35:03 pm
Randolph County, NC
Ann Shaw, REGISTER of DEEDS
Recording Fee 23.00
NC Real Estate ExTx 80.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax \$80.00

Parcel Identifier No. _____ Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Grantee, PO Box 1106 ASHEBORO NC 27204-1106

This instrument was prepared by: SMITH & ALEXANDER, L.L.P., Attorneys, Asheboro, NC 27203

Brief description for the Index: _____

THIS DEED made this 12th day of September, 2003, by and between

GRANTOR

GRANTEE

**WILLIAM R. MARTIN and wife,
MILDRED D. MARTIN**

CITY OF ASHEBORO

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, Asheboro Township, Randolph County, North Carolina and more particularly described as follows:

See ATTACHMENT A - Description attached hereto and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1246 page 1478.

A map showing the above described property is recorded in Plat Book _____ page _____.

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002
Printed by Agreement with the NC Bar Association - 1981

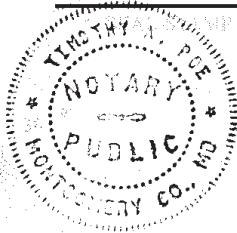
+ James Williams & Co., Inc.
www.JamesWilliams.com

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Entity Name) William R. Martin (SEAL)
By: William R. Martin
Title: _____
By: Mildred D. Martin (SEAL)
Title: _____
By: _____ (SEAL)
Title: _____
By: _____ (SEAL)
Title: _____



USE BLACK INK ONLY State of ~~North Carolina~~ - County of Montgomery
Maryland
I, the undersigned Notary Public of the County and State aforesaid, certify that William R. Martin
and wife, Mildred D. Martin personally appeared before me this day and
acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my
hand and Notarial stamp or seal this 24th day of September, 2003.
TIMOTHY A. POE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 30, 2006
Notary Public

SEAL-STAMP

USE BLACK INK ONLY State of North Carolina - County of _____
I, the undersigned Notary Public of the County and State aforesaid, certify that _____
personally came before me this day and
acknowledged that he is the _____ of _____,
a North Carolina or _____ corporation/limited liability company/general partnership/limited
partnership (strike through the inapplicable), and that by authority duly given and as the act of each entity,
he signed the forgoing instrument in its name on its behalf as its act and deed. Witness my hand and
Notarial stamp or seal this _____ day of _____, 20__.
My Commission Expires: _____
Notary Public

SEAL-STAMP

USE BLACK INK ONLY State of North Carolina - County of _____
I, the undersigned Notary Public of the County and State aforesaid, certify that _____
Witness my hand and Notarial stamp or seal this _____ day of _____, 20__.
My Commission Expires: _____
Notary Public

NORTH CAROLINA — RANDOLPH COUNTY

The foregoing certificate(s) of Timothy A. Poe

Notary/Notaries Public is/are certified to be correct

This 24 day of September, 2003.

ANN SHAW, REGISTER OF DEEDS

by: Ann Shaw Register of Deeds

ATTACHMENT A

**Description for
City of Asheboro**

Asheboro Township, Randolph County, North Carolina:

BEGINNING at a new iron rod in the Western right-of-way line of North McCrary Street at the McNeil Southeast corner, which said iron rod is located 338.9 feet Southward along said right-of-way line from the centerline of Perry Street; thence with the said right-of-way line of North McCrary Street, South 03 degrees 37 minutes 35 seconds West 106.08 feet to a existing iron rod; thence continuing with said right-of-way line, South 05 degrees 13 minutes 55 seconds West 105.78 feet to a new iron rod at the Northeast corner of the Acme-McCrary; thence with the Northern line of the Acme-McCrary, North 73 degrees 30 minutes 30 seconds West 289.70 feet to a new iron rod; thence continuing with the McCrary property line, North 23 degrees 25 minutes 52 seconds West 164.94 feet to a new iron rod; thence South 86 degrees 26 minutes 29 seconds East with the McNeil Southern line, 360.42 feet to the Beginning, containing 1.3 acres, more or less, as shown by survey prepared by Philip M. Henley dated 9-11-2003, entitled "City of Asheboro".

THIS MAP IS NOT A CERTIFIED
SURVEY AND HAS NOT BEEN REVIEWED
BY A LOCAL GOVERNMENT AGENCY FOR
COMPLIANCE WITH ANY APPLICABLE
LAND DEVELOPMENT REGULATIONS.

Acme McCrary Corp.
745/227

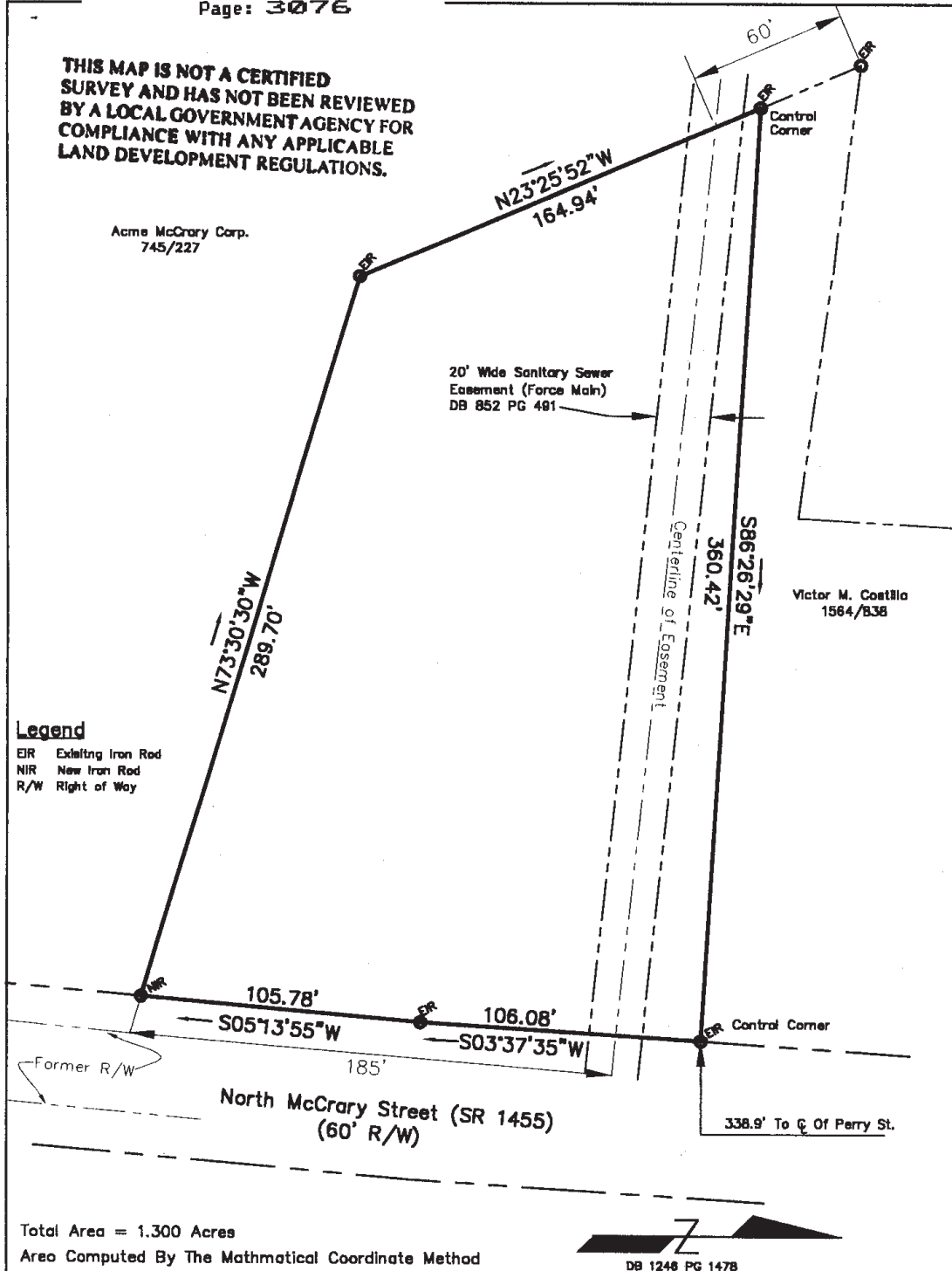
20' Wide Sanitary Sewer
Easement (Force Main)
DB 852 PG 491

Centerline of Easement

Victor M. Costilla
1564/838

Legend

DIR Existing Iron Rod
NIR New Iron Rod
R/W Right of Way



Total Area = 1.300 Acres

Area Computed By The Mathematical Coordinate Method

DB 1248 PG 1478



Philip M. Henley

Date 9.12.03

Plat Prepared For
City of Asheboro

Asheboro Township
Randolph County, North Carolina

Scale : 1"=50' September 11, 2003



Prepared By
City of Asheboro Engineering Dept.
146 N. Church St.
Asheboro, North Carolina 27203
Ph : (336) 626-1200

Subdivision :

Section :

Block :

Lot No. :

Deed Book : 1246/1478

Plat Book :

Job No. : 03-052

**REGULAR MEETING MINUTES
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, JANUARY 9, 2025
6:00 P.M.**

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

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
Robert L. Brown, Chief of Police
Jimmy L. Cagle, Jr., Facilities Maintenance Director
Alyssa R. Chapuis, Public Information Officer
Timothy E. Cockman, Fire Chief
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
John L. Evans, Community Development Director
David J. Hutchins, Public Works Director
P. Douglas Kemp, Human Resources Director
Trevor L. Nuttall, Assistant City Manager
Deborah P. Reaves, Finance Director
Jonathan M. Sermon, Recreation Services Director
Jeffrey C. Sugg, City Attorney

1. Call to Order

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

2. Moment of Silent Prayer and Pledge of Allegiance

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

3. Public Comment Period

Susie Scott spoke about her concerns for the homeless population. Additionally, she was concerned about the proposed four-way stops at certain intersections within Asheboro.

When no one else asked to speak, Mayor Smith closed the public comment period.

[Prior to the consideration of the remaining agenda items, Council Member Heath moved, and Council Member Burks seconded the motion, to suspend the rules and move agenda item number 14 to this point in the meeting.]

4. Appointment of the Next City Manager (Formerly Agenda Item No. 14)

City Manager John Ogburn introduced Mr. Donald E. Duncan, Jr. and his family. Mr. Duncan is the candidate for the next city manager.

Council Member Bell moved, and Council Member Trogdon seconded the motion, to approve a city manager employment agreement between the City of Asheboro and Mr. Donald E. Duncan, Jr. The effective date of the appointment is March 17, 2025. A copy of the executed employment agreement is on file with the city's human resources department. Council Members Bell, Burks, Heath, McCaskill, Moffit, Swiers, and Trogdon voted aye. There were no dissenting votes.

5. Consent Agenda (Agenda Item No. 4)

Prior to the consideration of this item, Mr. Ogburn pointed out to the council that city staff had previously withdrawn consent agenda item no. 5(i). Council Member Burks moved, and Council Member Heath 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 the Special City Council Meeting on November 18 and 19, 2024

The meeting minutes for the city council's special meeting that was held over the course of two days on November 18 and 19, 2024, were approved and have been filed in the city clerk's office. An electronic copy of the approved document has been placed on the city's website.

(b) Approval of the Minutes and General Account of a Closed Session

The minutes and general account of the closed session held during the special meeting on November 18 and 19, 2024 were approved and have been filed in the city clerk's office.

(c) Approval of a Resolution Sealing the General Account of a Closed Session

RESOLUTION NUMBER 1 RES 1-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Resolution Sealing the General Account of a Closed Session Held during a Special Meeting on November 18 and 19, 2024

WHEREAS, Section 143-318.10(e) of the North Carolina General Statutes provides, in pertinent part, that the "minutes or an account of a closed session conducted in compliance with G.S. 143-318.11 may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session;" and

WHEREAS, pursuant to Section 143-318.11(a)(6) of the North Carolina General Statutes, the city council, upon unanimous adoption of a properly made and seconded motion, went into closed session during a special meeting held on November 18 and 19, 2024, for the purpose of considering the qualifications of prospective candidates to serve as the next city manager; and

WHEREAS, the purpose for going into the above-described closed session would be frustrated if the general account of the closed session were to be made available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the general account of the closed session conducted on November 18 and 19, 2024, is hereby sealed and will remain sealed so long as public inspection of this record would frustrate the purpose of the closed session; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the city manager is authorized to act as the council's agent with the authority to unseal the

record, in whole or in part, when the purpose of the closed session would no longer be frustrated by making an identified section of the record available for public inspection or when the unsealing of the record is otherwise required by law.

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

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

ATTEST:

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

(d) Approval of the City Council Meeting Minutes for December 5, 2024

The meeting minutes for the city council's regular meeting on December 5, 2024, were approved and have been filed in the city clerk's office. An electronic copy of the approved document has been placed on the city's website.

(e) Acknowledgement of the Receipt of the Meeting Minutes for the Asheboro ABC Board Meeting Held on November 5, 2024

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.

(f) Approval of the Community Development Division's request to schedule for the city council meeting on February 6, 2025, and to advertise, a legislative hearing on a zoning map amendment application seeking to rezone from R10 Medium-Density Residential to O&I (CZ) Office & Institutional Conditional Zoning for a public use facility at 138 Southway Road and 349 and 353 North McCrary Street (Randolph County Parcel Identification Numbers 7751347980, 7751359117, and 7751354017).

(g) Acknowledgement of the Receipt of the Monthly Report Detailing Major Subdivisions Administratively Approved

The monthly report detailing major subdivisions administratively approved was received and distributed to the elected officials. The document has been filed in the city clerk's office.

(h) Approval of an Amendment to the Contract to Audit Accounts in Order to Modify the Date for Submission to the Local Government Commission

The above-referenced document was approved, and a copy has been filed in the finance department. The modified date for submission to the Local Government Commission is January 31, 2025.

(i) Approval of the following two ordinances to account for new fencing and brickwork needed at McCrary Ballpark to keep individuals from jumping the wall to get into the park near the pedestrian ramp to third base:

(I) Ordinance to Amend the General Fund

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

[The above-referenced items were withdrawn by the city staff prior to this meeting. These items will be submitted for discussion at a later date.]

(j) **Approval of an Ordinance Updating Provisions in Chapter 95 (Fire Prevention) of the Code of Asheboro**

ORDINANCE NUMBER 1 ORD 1-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**ORDINANCE AMENDING CHAPTER 95 OF
THE CODE OF ASHEBORO**

WHEREAS, the City of Asheboro Fire Prevention Ordinance is codified as Chapter 95 (Fire Prevention) of the Code of Asheboro; and

WHEREAS, members of the city's professional staff, specifically including the Chief Fire Inspector, have recommended updating Chapter 95 to reflect modifications in the municipal corporation's organization chart; and

WHEREAS, the Asheboro City Council concurs with this recommendation.

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

Section 1. Section 95.03 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 95.03 FIRE PREVENTION BUREAU

The City of Asheboro Fire Prevention Bureau is hereby established ~~within the city's Community Development Division. The Chief Fire Inspector, under the general supervision of the Community Development Director,~~ shall be the chief administrator of the Fire Prevention Bureau and as such shall supervise the fire inspectors assigned to the Fire Prevention Bureau. In order to gain and retain employment within the Fire Prevention Bureau, the Chief Fire Inspector and the fire inspectors under his or her supervision must satisfy the requirements established by the North Carolina Code Officials Qualification Board for employment as an official engaged in the enforcement of the North Carolina State Building Code.

Section 2. Section 95.05 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 95.05 PERMIT FEES

During the municipal corporation's annual budget process, the Chief Fire Inspector, ~~under the general supervision of the Community Development Director,~~ is authorized to submit to the City Manager a schedule of fees for permits issued by personnel in the Fire Prevention Bureau. If the City Manager deems the schedule of permit fees submitted by the Chief Fire Inspector to be reasonable, the Manager may submit the proposed schedule of permit fees to the City Council for review. If a proposed schedule of permit fees is adopted by the City Council, the City Manager shall designate the city official to whom the approved permit fees are to be paid. A copy of the approved schedule of permit fees shall be maintained in the office of the City Clerk and in the office of the Chief Fire Inspector.

Section 3. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect and be in full force from and after January 15, 2025.

The Asheboro City Council approved this Ordinance in open session during a regular meeting held on January 9, 2025.

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

ATTEST:

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

- (k) Approval of an Ordinance Updating Provisions in Chapter 150 (Buildings) of the Code of Asheboro

ORDINANCE NUMBER 2 ORD 1-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

ORDINANCE AMENDING CHAPTER 150 OF
THE CODE OF ASHEBORO

WHEREAS, Chapter 150 (Buildings) of the Code of Asheboro contains regulations pertaining to buildings and regulatory activities performed by the City of Asheboro Building Inspections Department; and

WHEREAS, members of the city's professional staff, specifically including the Chief Building Inspector, have recommended updating certain provisions in Chapter 150 of the Code of Asheboro; and

WHEREAS, the Asheboro City Council concurs with this recommendation.

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

Section 1. Section 150.14 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 150.14 ~~**ADDITIONAL STANDARDS AND CODES ADOPTED**~~

~~Electrical, plumbing, heating, air conditioning and other systems and installations, appliances and equipment intended for use in buildings and other structures and which are not provided for in the North Carolina State Building Code or in this Code or other ordinance shall be installed, maintained and used in conformity with nationally accepted standards; and the following shall be considered as a partial list of publications which set out nationally accepted standards within the meaning of this section:~~

- ~~(A) National Electrical Code, current edition, published by the National Fire Prevention Association.~~
- ~~(B) North Carolina State Building Code, Volume II, Plumbing.~~
- ~~(C) Current editions of publications referred to with approval in the North Carolina State Building Code.~~

§ 150.14 **TECHNICAL CODES**

- (A) The term technical codes as used herein shall mean the collective provisions of the North Carolina: Administrative, Building (Accessibility), Plumbing, Mechanical, Fuel Gas, Energy Conservation, Existing Buildings, and Residential Codes as adopted by the North Carolina Building Code Council and Residential Code Council, and the

National Electrical Code. The most recent edition, including all subsequent amendments, of the North Carolina State Building Code, as adopted by the North Carolina Building Code Council and Residential Code Council, is adopted by reference as fully as though set forth herein to the extent such Code is applicable for safe and stable design, methods of construction, minimum standards, and use of materials in buildings or structures erected, enlarged, altered, repaired, or otherwise constructed or reconstructed after adoption of this chapter.

- (B) The most recent edition, including all subsequent amendments, of the North Carolina State Building Code, Existing Buildings, as adopted by the North Carolina Building Code Council and Residential Code Council, is hereby adopted by reference as fully as though set forth herein.
- (C) The most recent edition, including all subsequent amendments, of the North Carolina Fuel Gas Code, as adopted by the North Carolina Building Code Council and Residential Code Council, is hereby adopted by reference as fully as though set forth herein.
- (D) The most recent edition, including all subsequent amendments, of the North Carolina Energy Conservation Code, as adopted by the North Carolina Building Code Council and Residential Code Council, is hereby adopted by reference as fully as though set forth herein.
- (E) The most recent edition, including all subsequent amendments, of the North Carolina Residential Code, as adopted by the North Carolina State Building Code Council and Residential Code Council, is hereby adopted by reference as fully as though set forth herein.
- (F) The most recent edition, including all subsequent amendments, of the North Carolina Plumbing Code, as adopted by the North Carolina Building Code Council and Residential Code Council, is hereby adopted by reference as fully as though set forth herein.
- (G) The most recent edition, including all subsequent amendments, of the North Carolina Mechanical Code, as adopted by the North Carolina State Building Code Council and Residential Code Council, is hereby adopted by reference as fully as though set forth herein.
- (H) The most recent edition, including all subsequent amendments, of the North Carolina Electrical Code, as adopted by the North Carolina State Building Code Council and Residential Code Council, is hereby adopted by reference as fully as though set forth herein.
- (I) The National Electrical Code, as adopted by the North Carolina Building Code Council and Residential Code Council, including all subsequent amendments, is hereby adopted by reference as fully as though set forth herein.

Section 2. Section 150.25 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 150.25 PERMITS

(A) Permits.

(1) No person shall commence or proceed with:

- (a) The construction, reconstruction, alteration, repair, movement to another site, removal or demolition of any building or structure,
- (b) The installation, extension or general repair of any plumbing system,
- (c) The installation, extension, alteration or general repair of any heating or cooling equipment system, or
- (d) The installation, extension, alteration or general repair of any electrical wiring, devices, appliances or equipment, without first securing from

the Building Inspector any and all permits required by the State Building Code and any other state laws or ordinances of this city applicable to the work. A permit shall be in writing and shall contain a provision that the work done shall comply with the State Building Code and all other applicable state laws or ordinances of this city. No permits shall be issued unless the plans and specifications are identified by the name and address of the author thereof, and if the General Statutes of North Carolina require that plans for certain types of work be prepared only by a registered architect or registered engineer, no permit shall be issued unless the plans and specifications bear the North Carolina seal of a registered architect or of a registered engineer. When any provision of the General Statutes of North Carolina or of any ordinance of this city requires that work be done by a licensed specialty contractor of any kind, no permit for the work shall be issued unless the work is to be performed by such a duly licensed contractor. No permit issued under G.S. Chapter 143 Articles 9 or 9C shall be required for any construction, installation, repair, replacement, or alteration costing ~~\$5,000~~ \$40,000 or less in any single-family residence or farm building unless the work involves: the addition, repair or replacement of load bearing structures; the addition (excluding replacement of same size and capacity) or change in the design of plumbing; the addition, replacement or change in the design of heating, air conditioning or electrical wiring, devices, appliances or equipment; the use of materials not permitted by the North Carolina Uniform Residential Building Code; or the addition (excluding replacement of like grade of fire resistance) of roofing. Violation of this section shall constitute a misdemeanor.

~~(2) No permit shall be issued pursuant to division (A) for any land-disturbing activity, as defined in G.S. § 113A-52(6), for any activity covered by G.S. § 113A-57, unless an erosion control plan has been approved by the Sedimentation Pollution Control Commission pursuant to G.S. § 113A-54(d)(4) or by this city pursuant to G.S. § 113A-61 for the site of the activity or a tract of land including the site of the activity.~~

~~(2) No permit shall be issued pursuant to division (A) for any land-disturbing activity, as defined in G.S. § 113A-52, or for any activity covered by G.S. § 113A-57, unless an erosion and sedimentation control plan for the site of the activity or a tract of land including the site of the activity has been approved under Article 4 of Chapter 113A of the General Statutes, the Sedimentation Pollution Control Act.~~

- (B) No permit shall be issued pursuant to division (A)(1) above for any land-disturbing activity that is subject to, but does not comply with, the requirements of state law.
- (C) No permit shall be issued pursuant to division (A)(1)(a) above where the cost of the work is ~~\$30,000~~ \$40,000 or more, other than for improvements to an existing single-family residential dwelling unit as defined in G.S. § 87-15.5(7) that the applicant uses as a residence, unless the name, physical and mailing address, telephone number, facsimile number, and electronic mail address of the lien agent designated by the owner pursuant to G.S. § 44A-11.1(a) is conspicuously set forth in the permit or in an attachment thereto. The building permit may contain the lien agent's electronic mail address. The lien agent information for each permit issued pursuant to this division shall be maintained by the Building Inspector in the same manner and in the same location in which it maintains its record of building permits issued.
- (D) Permit Fees.
 - (1) Except as may be provided otherwise by state law in any case, the applicant for any permit required by this chapter shall pay to the Building Inspector, prior to the issuance of the permit, such fee therefor as provided in division (2) of this section.

- (2) The City Council may, by resolution from time to time, prepare schedules of fees for permits issued pursuant to this chapter and for which a fee is not provided or prohibited by state law. Copies of such schedules shall be posted for public information in the office of the Building Inspector.
- (3) A fee of \$50 for each inspection visit after the required inspections plus one inspection.

Section 3. Section 150.26 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 150.26 PERMIT REQUIRED TO WORK ON APPLICANT'S OWN PROPERTY

~~Any person may be permitted to perform electrical work requiring a permit upon his own property except property intended for rent, sale or gift provided he first makes application for and obtains a permit from the Electrical Inspector for the work contemplated and provided the applicant shall pass an examination given by the Inspection Department before the issuance of a permit. The Electrical Inspector shall then issue a permit to the applicant to perform the work for which application was made. Such permit shall extend to the applicant only and shall not authorize the applicant to employ the services of any other person to assist him unless such other person is fully licensed. The permit granted the applicant shall automatically expire upon completion of the work. All work done under permit shall be subject to regular electrical inspection requirements and fees and shall satisfy all requirements applicable to such work.~~

§ 150.26 WORK ON APPLICANT'S OWN PROPERTY

The evaluation of whether a person is required to obtain a permit to perform work on the individual's own property shall be controlled by the applicable statutory and regulatory provisions of the State of North Carolina, specifically including Section 160D-1110 of the North Carolina General Statutes.

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

Section 5. This Ordinance shall take effect and be in full force from and after January 15, 2025.

The Asheboro City Council approved this Ordinance in open session during a regular meeting held on January 9, 2025.

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

ATTEST:

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

- (I) Approval of a Resolution Awarding to Master Police Lieutenant Thomas Edward Howell, II, Upon His Retirement from the Asheboro Police Department, His Service Side Arm

RESOLUTION NUMBER 2 RES 1-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION AWARDED TO THOMAS EDWARD HOWELL, II
HIS SERVICE SIDE ARM UPON RETIREMENT FROM THE
ASHEBORO POLICE DEPARTMENT

WHEREAS, after rendering honorable and valuable service to the City of Asheboro and its citizens throughout the course of his career with the Asheboro Police Department (this career with the city began on July 1, 1997), Asheboro Master Police Lieutenant Thomas Edward Howell, II will begin his retirement from employment with the city on February 1, 2025; and

WHEREAS, pursuant to and in accordance with Section 17F-20 of the North Carolina General Statutes, the Asheboro City Council wishes to recognize and honor Lieutenant Howell for his dedicated service to the city by awarding to him, at a minimal monetary cost, the service side arm that he carried at the time of his retirement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, effective February 1, 2025, in consideration of the combination of his dedicated service to the City of Asheboro and the payment to the city of \$1.00, Thomas Edward Howell, II is to be awarded ownership of his city-issued service side arm (a Glock model 45 9mm with serial no. BLKC038 and three magazines) upon a determination by the police department command staff that Mr. Howell is eligible under the applicable federal and state laws to receive, own, or possess a firearm.

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

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

ATTEST:

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

6. Community Development Items: (Agenda Item No. 5)

- (a) **Quasi-Judicial Hearing (Case No. SUP-24-02): (continued from the meeting on December 5, 2024): An application for a Special Use Permit for property located at 727 Jaeco Caudill Drive totaling approximately 9.5 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7740511663, to authorize a new land use classified as "Signs, Off Premise Billboard & Poster Panel, etc."**

Community Development Director John Evans presented a written request from the applicant to continue the above-referenced case to the council's next regular meeting on February 6, 2025. Council Member Bell moved, and Council Member Swiers seconded the motion, to continue the above-referenced land use case. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

- (b) **Legislative Hearing (Case No. RZ-24-24): An application to rezone property located at 207 East Pritchard Street (Randolph County Parcel Identification Number 7751966980) from OA6 Office-Apartment to M (Mercantile)**

Mayor Smith opened the public hearing on the zoning map amendment application filed as Case No. RZ-24-24. Community Development Director John Evans was the first speaker. In addition to entering into the record the notation that notice of this land use case had been advertised, posted, and mailed as required by North Carolina Law, he gave an overview of the zoning map amendment application submitted by Rick Britt.

The land for which the above-described zoning has been requested is located at 207 East Pritchard Street. The property is approximately 0.8 of an acre in size, and is specifically identified by Randolph County Parcel Identification Number 7751966980 (this property will be hereinafter referred to as the “Zoning Lot”).

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

1. The property is within the city limits. East Pritchard Street is a city-maintained minor thoroughfare. The property is approximately 350 feet east of East Pritchard Street’s signalized intersection with North Fayetteville Street.
2. The OA6 Office-Apartment district is described as “intended to produce moderate intensity office and residential development to serve adjacent residential areas and to provide a transition from residential to commercial uses. Land designated OA6 shall normally be located with access to a minor thoroughfare or higher classification street with access to local residential streets discouraged.”
3. The M Mercantile district is described as “intended to provide for a greater number of potential business activities than the B1 Zoning District. The Mercantile District is distinguished from the B2 General Commercial District by excluding certain uses permitted in the B2 District that are likely to create the greatest external impact (traffic, noise, lighting, etc.) and by its additional standards that address compatibility with adjoining residential neighborhoods. These districts should be located in nodes along minor thoroughfares or higher classification streets.”
4. The requested district would allow all uses permitted by right subject to compliance with city land use regulations. No site specific development plan is considered with this request.

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 Designation: Neighborhood Residential

Small Area Plan: Central

Growth Strategy Map Designation: Primary Growth

LDP Goals/Policies that Support the Request:

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

Checklist Item 5: Complies with Growth Strategy Map

Checklist Items 12 and 13: 12.) Property is located outside of watershed
13.) The property is located outside of Special Hazard Flood Area

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.

LDP Goals/Policies that Do Not Support the Request:

Checklist Item 1:

Complies with LDP proposed land use map.

The City of Asheboro Planning Board considered the zoning map application and recommended approving the placement of the Zoning Lot into the requested M (Mercantile) 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.

Staff believes that the M district is an appropriate transition between the commercial and industrial uses to the south and west and the residential uses to the north and east as it eliminates the more intense commercial uses allowed in the B2 general commercial district. The Zoning Ordinance's description of the M district closely fits the property's location as E. Pritchard Street is classified as a minor thoroughfare. In addition, a more intense B2 commercial classification had been applied to the property for decades prior to 2023.

Considering these factors, staff believes that the proposed zoning map amendment is reasonable and consistent with the Land Development Plan.

Mayor Smith opened the floor for comments from the public. H.R. Gallimore presented comments in support of the request. 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 Burks seconded the motion to adopt the plan consistency statement below and to approve the requested zoning map amendment with the following multi-part motion.

1. The M district is an appropriate transition between the commercial and industrial uses to the south and west and the residential uses to the north and east as it eliminates the more intense commercial uses allowed in the B2 general commercial district. The Zoning Ordinance's description of the M district closely fits the property's location as E. Pritchard Street is classified as a minor thoroughfare. In addition, a more intense B2 commercial classification had been applied to the property for decades prior to 2023.

The council concluded that the proposed zoning is consistent with the comprehensive plan, is reasonable, and in the public interest.

2. In addition to the above-stated analysis, the council agrees with the planning board's recommendation. Consequently, the zoning map amendment application seeking to place the Zoning Lot into the requested M (Mercantile) zoning district is hereby approved.

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

7. **A Resolution Directing City Personnel to Conduct Reviews, Consultations, and Inspections Necessary for the Future Acceptance of the Proposed Dedication to the Public of a Roadway Improved as Part of the Pineview Homes Development Project (Agenda Item No. 6)**

Assistant City Manager Trevor Nuttall presented and recommended adoption, by reference, of a resolution directing city personnel to conduct the reviews, consultations, and inspections necessary for the future acceptance of a proposed dedication to the public of a roadway improved as part of the Pineview Homes Development Project. Mr. Hiram Marziano, PE was in attendance and presented comments supporting the adoption of the resolution, including the supplemental conditions listed within the resolution.

Council Member Moffitt 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 Trogdon voted aye. There were no dissenting votes.

RESOLUTION NUMBER 3 RES 1-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION DIRECTING CITY PERSONNEL TO CONDUCT THE REVIEWS,
CONSULTATIONS, AND INSPECTIONS NECESSARY FOR THE FUTURE
ACCEPTANCE OF A PROPOSED DEDICATION TO THE PUBLIC OF
A ROADWAY IMPROVED AS PART OF
THE PINEVIEW HOMES DEVELOPMENT PROJECT**

WHEREAS, when lands or facilities/infrastructure are located within the planning and development regulation jurisdiction of the city, Section 160D-806 of the North Carolina General Statutes authorizes the city's governing board to accept by resolution dedications made to the public of such lands or facilities/infrastructure; and

WHEREAS, under planning and zoning department case/file number RZ-23-06, the Asheboro City Council approved a conditional zoning ordinance that amended the city zoning map and authorized the applicant, C. Terry Tucker, to develop a residential planned unit development on the zoning lot identified by the adopted conditional zoning ordinance; and

WHEREAS, the proposed development approved under case/file number RZ-23-06 has been identified by the developer and his design professional as the Pineview Homes Development Project (the "Project"); and

WHEREAS, the developer has proposed improving, at the developer's expense and in furtherance of the Project, an existing privately maintained roadway if the city council will direct city employees to actively engage in the local governmental review, consultation, and inspection process necessary to bring the Project back before the city council for acceptance of the developer's offer to dedicate the improved roadway as a public street (the proposed name of the contemplated street is "Lady Byrd Lane"); and

WHEREAS, the proposal referenced in the immediately preceding paragraph, including an accompanying preliminary plat of survey, has been attached to this Resolution as EXHIBIT 1, and the attached exhibit is hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the city staff members have reviewed the attached EXHIBIT 1 and concluded that, with the addition of certain conditions above and beyond the commitments stated in EXHIBIT 1, the conversion of the privately maintained roadway to a public street would be consistent with city land use and public safety policies; and

WHEREAS, the supplemental conditions referenced in the immediately preceding paragraph are listed as follows:

- (1) All new road sections proposed for acceptance as part of the city street system must be constructed in compliance with the practices and standards

established by the city engineering department and public works division for such offers of dedication to the public;

- (2) All road sections identified for removal on the plat of survey included with EXHIBIT 1 must be properly demolished and the impacted area stabilized;
- (3) The area proposed by the developer for future public right-of-way shall be cleared as described in the written proposal attached as EXHIBIT 1, and any areas of existing pavement identified by city officials and employees as failing to meet city standards shall be repaired in a manner that conforms to city standards;
- (4) Any and all property owners holding an interest in the area to be offered for dedication as a public right-of-way shall properly sign a recordable plat of survey offering the dedication to the public;
- (5) The recordable plat of survey referenced in the immediately preceding paragraph shall be prepared at the expense of the developer and submitted to the city in a form suitable for review and final action by the city council; and

WHEREAS, the city council concurs with the city staff's recommendations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, with the above-stated supplemental conditions, the proposed conversion of a privately maintained roadway to a public street as described in EXHIBIT 1 would be consistent with city land use and public safety policies; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that city personnel are hereby directed to conduct reviews, consultations, and inspections necessary for the future review and acceptance of the proposed dedication to the public of a roadway improved as part of the Pineview Homes Development Project; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, upon the completion of the work described by the developer in EXHIBIT 1 and the satisfaction of the above-listed supplemental conditions recommended by city staff and hereby adopted by this governing board, a properly executed plat of survey making the contemplated offer of dedication to the public shall be brought before the Asheboro City Council for final review and action.

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

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

ATTEST:

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

[Exhibit 1 that is referenced above is on file in the city clerk's office.]

8. Report on Discussion with NCDOT staff Related to the Investigation of Converting Three Signalized Intersections to All-Way Stops (Agenda Item No. 7)

Mr. Nuttall reported to the council the information obtained from the NCDOT's studies pertaining to the possibility of converting three (3) signalized intersections within the city to all-way stops. These intersections are Park Street at Sunset Avenue, Park Street at Kivett Street, and Church Street at Kivett Street. After some discussion, the city council reached the consensus that it would be advisable to wait for more information be obtained from NCDOT regarding this matter.

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

9. Update on Efforts to Amend CDBG-CV 20-V-3510 (Agenda Item No. 8)

Mr. Nuttall updated the council on the efforts to amend CDBG-CV 20-V-3510. Recent natural disasters such as the impact of Helene in Western North Carolina have impacted funding priorities. City staff will continue to work on the issue.

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

10. An Update on the Preparations for a Potential Winter Storm (Agenda Item No. 9)

Public Works Director David Hutchins updated the council members on the city's preparation for a potential winter storm. During his presentation, Mr. Hutchins utilized a slide show presentation in order to give the council an overview of how the city prepares for a winter storm. The city staff is ready to serve the citizens as the need arises.

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

11. The Potential Implementation of Water and Sewer System Development Fees (Agenda Item No. 10)

Water Resources Director Michael Rhoney reported on the potential implementation of water and sewer system development fees. After some discussion, the council members expressed the consensus opinion that city staff should proceed with procuring the professional services needed for the eventual implementation of system development fees.

12. Public Hearing on Annexation Petition (Agenda Item No. 11)

(a) Initial Testimony on the Question of the Annexation Petition Received from Vuncannon Frazier, LLC

Mayor Smith opened the public hearing on the question of the annexation petition submitted by Vuncannon Frazier, LLC requesting the annexation into the Asheboro primary city limits of approximately 44.147 acres of land located on the northeast side of Hub Morris Road. City Engineer Michael Leonard, PE presented the staff's analysis of the annexation petition.

(b) Invitation for Public Participation

Mayor Smith invited comments from the public, but none were offered.

(c) Council Action on an Ordinance to Extend the Corporate Limits of the City of Asheboro

In the absence of any public comments, Mayor Smith transitioned to the deliberative phase of the hearing. Council Member Bell moved, and Council Member Moffitt seconded the motion to approve/adopt the following annexation ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

ORDINANCE NO. 3 ORD 1-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AN ORDINANCE EXTENDING THE ASHEBORO CITY LIMITS BY ANNEXING
APPROXIMATELY 44.147 ACRES OF LAND OWNED BY VUNCANNON-FRAZIER,
LLC ON THE NORTHEAST SIDE OF HUB MORRIS ROAD**

WHEREAS, in accordance with Section 160A-58.1 of the North Carolina General Statutes, Vuncannon-Frazier, LLC, a North Carolina limited liability company, submitted a petition requesting the annexation into Asheboro of approximately 44.147 acres of land owned by the petitioner along the northeast side of Hub Morris Road; and

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

WHEREAS, on December 5, 2024, by means of a duly adopted resolution (Resolution Number 30 RES 12-24), the Asheboro City Council directed the city clerk to investigate the sufficiency of the annexation petition submitted by Vuncannon-Frazier, LLC, and the city clerk has in fact certified the sufficiency of the annexation petition submitted by the limited liability company; and

WHEREAS, pursuant to Asheboro City Council Resolution Number 31 RES 12-24, a legal notice was published on December 19, 2024, in *The Courier-Tribune*, a newspaper with general circulation in the City of Asheboro, announcing that a public hearing to consider the adoption of an ordinance annexing the described territory into the City of Asheboro would be held during the city council's next regular meeting, which was scheduled to begin at 6:00 p.m. on January 9, 2025, in the council chamber on the second floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203; and

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

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

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

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

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

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

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

Franklinville Township, Randolph County, North Carolina:

BEGINNING in the northeastern margin of the 60-foot public right-of-way for Hub Morris Road (North Carolina Secondary Road 2149) on the current Asheboro satellite city limits line at a 5/8-inch existing iron rod that is flush with the ground and with a cap, this Beginning point is located by means of the North Carolina Coordinate System at the coordinates of North 734,341.54 ground US survey feet and East 1,764,578.64 ground US survey feet (NAD 83 (2011)) and is at the northwestern corner of the parcel of land identified in the annexation petition (this parcel of land, which is described in the Office of the Register of Deeds for Randolph County, North Carolina (the "Randolph County Registry") in Deed Book 2764 at Page 639 and is further identified as Tract 2 on a plat of survey recorded in Plat Book 39, Page 19, Randolph County Registry, will be hereinafter referred to as the "Annexation Parcel"; thence, from the described Beginning point, proceeding North 43 degrees 33 minutes 08 seconds East 2311.89 feet along the current Asheboro satellite city limits line, which runs with the boundary line for the North Meadows MHC, LLC property described in Deed Book 2698, Page 1117, Randolph County Registry and further identified as Tract 1 on a plat of survey recorded in Plat Book 39, Page 19, Randolph County Registry, to a computed point/point not set at the northeastern corner of the Annexation Parcel; thence continuing to proceed along the current Asheboro satellite city limits line by running with the Town of Asheboro (a/k/a City of Asheboro) property described in Deed Book 652, Page 648, Randolph County Registry and further identified on a plat of survey recorded in Plat Book 9, Page 30, Randolph County Registry the following bearing and distance along the eastern boundary of the Annexation Parcel: South 05 degrees 42 minutes 39 seconds West 2358.60 feet to a 2-inch existing iron pipe up 14 inches at the southeast corner of the Annexation Parcel (this corner is located by means of the North Carolina Coordinate System at the coordinates of North 733,670.18 ground US survey feet and East 1,765,936.88 ground US survey feet (NAD 83 (2011)); thence departing from the current Asheboro satellite city limits line and following the proposed Asheboro satellite city limits line along the southern boundary line of the Annexation Parcel by running the next two bearings and distances: North 85 degrees 52 minutes 11 seconds West 517.05 feet along the Diane W. Norris, Randall Dean Whatley, Daniel James Whatley, Doyle Eugene Whatley, and Don Jeffrey Whatley property described in Estate File 19E, Page 646 in the Office of the Clerk of Superior Court for Randolph County, North Carolina (the prior property description was found in Deed Book 1535, Page 325, Randolph County Registry) to a 1 and 1/2-inch existing iron pipe that is up 2 inches; thence North 85 degrees 53 minutes 54 seconds West 451.38 feet along the C. Donald Hamlet and Rebecca T. Hamlet property described in Deed Book 1432, Page 981, Randolph County Registry (this property is further identified as Lot # 1 on a plat of survey recorded in Plat Book 43, Page 3, Randolph County Registry) to a 60d nail set at the base of a 1-inch existing iron pipe that is up 4 inches; thence continuing along the proposed Asheboro satellite city limits line North 16 degrees 30 minutes 08 seconds West 5.60 feet to an existing concrete right-of-way monument that is busted and is in the northeastern margin of the public right-of-way for Hub Morris Road; thence following the northeastern margin of the public right-of-way for Hub Morris Road and continuing along the proposed Asheboro satellite city limits line in a northwesterly direction with the arc of a curve with a radius of 1032.57 feet and an arc length of 285.85 feet (delta angle 15 degrees 51 minutes 40 seconds) a chord bearing and distance of North 22 degrees 04 minutes 33 seconds West 284.93 feet to a computed point/point not set; thence continuing to follow the proposed Asheboro satellite city limits line by running with the margin of the public right-of-way for Hub Morris Road in a northwesterly direction along the arc of a curve with a radius of 1107.99 feet and an arc length of 286.91 feet (delta angle 14 degrees 50 minutes 12 seconds) a chord bearing and distance of North 38 degrees 02 minutes 47 seconds West 286.11 feet to a computed point/point not set; thence continuing along the proposed Asheboro satellite city limits line and the northeastern margin of Hub Morris Road North 45 degrees 03 minutes 04 seconds West 151.61 feet to the point and place of BEGINNING, and containing a total of 44.147 acres, more or less, to be annexed.

*The above-stated legal description is in accordance with a plat of survey drawn under the supervision of Dan W. Tanner, II, Professional Land Surveyor with License Number L-4787. The plat of survey is titled "Annexation Survey For: **Vuncannon-Frazier, LLC**" and is identified as Job #: 13659.*

The plat of survey referenced in the immediately preceding paragraph is recorded in Plat Book 190, Page 11, Randolph County Registry.

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

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

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

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

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

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

ATTEST:

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

Approved as to form:

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

13. Asheboro Regional Airport (Agenda Item No. 12)

(a) The Lease of Aircraft Hangar Space at the Asheboro Regional Airport

(i) Discussion of the Lease Agreement

Mayor Smith opened the public hearing on the question of leasing an aircraft hangar space at the Asheboro Regional Airport. City Attorney Jeff Sugg presented the initial testimony.

During its regular meeting in December 2024, in response to an Asheboro Airport Authority recommendation, the city council authorized City Attorney Jeff Sugg to draft a lease agreement for Hangar P at the Asheboro Regional Airport at a rental rate of \$902.50 per year for a lease term of thirty (30) years. Mr. Sugg has prepared a proposed lease agreement that would grant to Dura Built, LLC, a limited liability company formed in Kentucky and that uses the fictitious name in North Carolina of Dura Built, LLC of North Carolina the lease recommended by the airport authority. Public notice of the hangar lease and the city council's intent to approve the lease agreement was published in *The Courier Tribune* on December 10, 2024, in accordance with Section 160A-272 of the North Carolina General Statutes.

(ii) Invitation for Public Comment on the Proposed Lease Agreement

Mayor Smith invited comments from the public, but none were offered.

(iii) Council Action on the Proposed Lease Agreement

Mr. Sugg presented and recommended adoption, by reference, of a resolution authorizing the lease of aircraft hangar space at the Asheboro Regional Airport. Council Member Bell 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 Trogon voted aye. There were no dissenting votes.

RESOLUTION NUMBER 4 RES 1-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION AUTHORIZING THE LEASE OF AIRCRAFT HANGAR SPACE AT
THE ASHEBORO REGIONAL AIRPORT**

WHEREAS, Section 160A-272 of the North Carolina General Statutes, as modified 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 thirty (30) years so long as the property will not be needed by the municipality during the term of the lease; and

WHEREAS, during its regular meeting in December 2024, in response to an Asheboro Airport Authority recommendation, the city council authorized the city attorney to draft a lease agreement for Hangar P at the Asheboro Regional Airport at a rental rate of Nine Hundred Two and Fifty Hundredths Dollars (\$902.50) per year for a lease term of thirty (30) years; and

WHEREAS, the city attorney has prepared a proposed lease agreement that, if approved, would grant to Dura Built, LLC, a limited liability company formed in Kentucky and that uses the fictitious name in North Carolina of Dura Built, LLC of North Carolina, the lease recommended by the Asheboro Airport Authority; and

WHEREAS, the proposed lease agreement described in the immediately preceding paragraph is attached to this resolution as EXHIBIT A and is hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the property subject to the aforementioned lease agreement will not be needed by the city during the term of the proposed lease; and

WHEREAS, public notice of the hangar lease and the city council's intent to approve the lease agreement during the regular meeting in January 2025 was given in *The Courier Tribune* on December 10, 2024, in accordance with Section 160A-272 of the North Carolina General Statutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the lease of Hangar P at the Asheboro Regional Airport to Dura Built, LLC in accordance with the terms and conditions specified in EXHIBIT A is hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that Mayor Smith is authorized and directed to execute legal instruments substantially and materially similar in all respects to EXHIBIT A in order to effectuate the approved lease.

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

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

ATTEST:

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

EXHIBIT A

STATE OF NORTH CAROLINA

**HANGAR LEASE AT
ASHEBORO REGIONAL AIRPORT**

COUNTY OF RANDOLPH

THIS AGREEMENT AND HANGAR LEASE (the “**Agreement**”) is made this the ____ day of _____, 2025, by and between the **CITY OF ASHEBORO** (interchangeably referred to as the “**Lessor**” or “**City**”), a North Carolina municipal corporation with its principal office at 146 North Church Street, Asheboro, North Carolina 27203 and a mailing address of Post Office Box 1106, Asheboro, North Carolina 27204-1106, and **DURA BUILT, LLC**, a limited liability company formed in Kentucky and that uses the fictitious name in North Carolina of **Dura Built, LLC of North Carolina** (the “**Lessee**”), with a registered agent office and mailing address of 3032 Highway 42, Goldston, North Carolina 27252 and a principal office and mailing address of 320 Hennein Berry Road, Greensburg, Kentucky 42743.

WITNESSETH

In consideration of the annual rental fee set forth below and other mutual promises and covenants contained herein, the parties agree as stated in the following articles and sections of this Agreement.

ARTICLE 1

During the term of this Agreement, Lessor hereby leases to Lessee, and Lessee hereby accepts, the 95-foot by 95-foot area (9,025 square feet), more or less, of rental space for the construction/placement and use of an aircraft hangar (the “**Hangar**”) at the Asheboro Regional Airport, 2222 Pilots View Road, Asheboro, North Carolina 27205. The Hangar leased to the Lessee under this Agreement is described as follows:

Hangar P as shown in a crosshatch area of Schedule C (as amended through November 2024) of the Asheboro Regional Airport; Schedule C is attached to this Agreement as ATTACHMENT A and is incorporated into this Agreement by reference as if fully copied herein.

ARTICLE 2

The lease term shall be 30 years, with the said 30-year term commencing on the day and year first written above (hereinafter referred to as the “Commencement Date”).

ARTICLE 3

Within 120 calendar days from the Commencement Date, the Lessee shall start construction of the Hangar on the space described in Article 1 of this Agreement. The construction of the Hangar shall be in full compliance with the requirements found in ATTACHMENT B (Requirements for Hangar Construction) and ATTACHMENT C (Airport Hangar Specifications), which are attached hereto. If any terms and conditions contained in either ATTACHMENT B or ATTACHMENT C are found to be at variance with the terms and conditions found in this Agreement, the terms and conditions found in this Agreement shall control. Immediately prior to the commencement of construction, the Lessee shall deposit with the Lessor the sum of Two Thousand Five Hundred and No Hundredths Dollars (\$2,500.00) as a security deposit for compliance with the above-referenced Requirements for Hangar Construction and Aircraft Hangar Specifications as well as for repair to any other area of the Asheboro Regional Airport damaged during construction. The security deposit will be refunded to Lessee upon the issuance of a Certificate of Occupancy for the Hangar. The security deposit shall not constitute Lessor's exclusive remedy against Lessee for damages arising out of or because of the actions of Lessee or its managers, members, employees, representatives, agents, or contractors during the construction of the Hangar. The forfeiture of the security deposit shall not relieve Lessee of its liability for damages in excess of Two Thousand Five Hundred and No Hundredths Dollars (\$2,500.00).

ARTICLE 4

Rental shall be paid to Lessor by Lessee in the sum of Nine Hundred Two and Fifty Hundredths Dollars (\$902.50) per year. The entirety of the annual rental amount for Year 1 of this Agreement shall be due and payable in good funds upon the date when this instrument is fully executed. Thereafter, the annual rental amount shall be delivered in full and in good funds within thirty (30) calendar days of each anniversary of the Commencement Date specified on the first page of this instrument. Each annual rental payment shall be delivered to the Lessor at the following address: If the United States Postal Service is utilized to make delivery, the address is City of Asheboro, Attn: Finance Department, Post Office Box 1106, Asheboro, North Carolina 27204-1106; and, for in-person delivery or commercial delivery, the address is City of Asheboro, Attn: Finance Department, 146 N. Church Street, Asheboro, North Carolina 27203.) Delivery and payment of rent shall be deemed made only upon actual receipt by the City of the applicable rent payment in good funds.

ARTICLE 5

Upon completion of the construction/placement of the Hangar, Lessee shall, by executing a Bill of Sale and Deed in the form of ATTACHMENT D that is attached to this Agreement and is hereby incorporated into this instrument by reference, convey the Hangar to the City. This conveyance of the Hangar to the City shall be properly completed by Lessee within 30 calendar days of Lessee's receipt of a Certificate of Occupancy for the Hangar. Time is of the essence.

ARTICLE 6

Lessee agrees to the operating procedures and limitations listed below.

Section 6.01 Unless Lessee receives prior written approval from the Asheboro Airport Authority, Lessee is prohibited from subleasing the Hangar or any portion of the Hangar.

Section 6.02 Unless authorized in writing by action of the Asheboro City Council, this Agreement is not assignable.

- Section 6.03** Lessee does not have the right to place a mortgage lien upon the premises.
- Section 6.04** Lessee shall bear all costs involving utilities to the Hangar, *ad valorem* taxes, insurance and permits, and any cost of required repairs to the Hangar and space pavement.
- Section 6.05** Lessee shall not permit aircraft engine(s) to be operated inside the Hangar, and Lessee shall not permit within the Hangar aircraft engine(s) to be run up with propeller blast directed toward any hangar door, hangar, or other aircraft.
- Section 6.06** Lessee shall mandate within the Hangar proper chocking and securing of aircraft after each usage.
- Section 6.07** While not required, Lessee may leave Hangar keys and aircraft keys with the airport manager for emergency use.
- Section 6.08** Lessee shall provide, install, and maintain a suitable portable fire extinguisher in the Hangar.
- Section 6.09** Lessee shall ensure that the interior of the Hangar is maintained in a clean and orderly condition at all times, and further agrees to comply with all directives issued by any fire inspector acting within the inspector's territorial and subject matter jurisdiction.
- Section 6.10** Lessee shall abide by all applicable federal and state statutes and regulations, specifically including without limitation regulations promulgated by the Federal Aviation Administration, as they may be amended from time to time.

ARTICLE 7

Lessor shall not be liable for loss arising out of damage to or destruction of the Hangar, any portion of the Hangar, or the contents thereof from any cause, except such loss as may be recoverable under Lessor's standard Liability Insurance Policy.

ARTICLE 8

- Section 8.01** It is expressly agreed that if the Lessee shall neglect to make any payment of rent when due or shall fail to perform, keep, and observe any other terms, covenants, and conditions contained within this Agreement, and shall remain in default thereof for a period of 30 days after written notice from the Lessor calling attention to such default, the Lessor may declare this Agreement terminated and cancelled and take possession of the demised premises without prejudice to any other legal remedy the Lessor may have on account of such default. A default notice may be given to the person at such time in charge of the demised premises or sent by registered or certified mail to the Lessee at the address stated on the first page of this Agreement. It is specifically understood and agreed that cancellation of this Agreement by the Lessor for cause can be done at any time during the term of this Agreement after failure by the Lessee to correct an event of default as aforesaid.
- Section 8.02** Upon termination of this Agreement, the City as Lessor may immediately or anytime thereafter re-enter the premises described in Article 1 of this Agreement and remove Lessee, including all persons and personal property, from the premises. In the event of any such re-entry, the Lessee waives all claims for damages which may be caused

by the re-entry of the Lessor and will save the Lessor harmless from any loss, cost, or damage suffered by the Lessee by reason of such re-entry.

ARTICLE 9

After expiration of the present 30-year term of this Agreement, Lessee will have first refusal to rent the hangar for a fee comparable to other hangars at the Asheboro Regional Airport.

ARTICLE 10

Lessee shall not engage in general competition with the fixed base operator or other operations at the Asheboro Regional Airport. (This provision is not intended to create a monopoly for the present fixed base operator and is made a part of this Agreement solely on account of the nominal rental charge pursuant to the terms of this Agreement.) All maintenance work shall be done with the approval of the fixed base operator and in compliance with all applicable fire codes.

ARTICLE 11

Section 11.01 It is understood and agreed that the purpose of this Agreement is to provide a place for Lessee to store, maintain, repair, and service its aircraft. Any other use to be made of the premises is prohibited unless written approval for such other use is obtained from the Asheboro Airport Authority.

Section 11.02 The aircraft stored pursuant to this Agreement shall be considered to be based at the Asheboro Regional Airport.

Section 11.03 It is further expressly agreed that the demised property shall not, at any time during the term of this Agreement, be used for such purpose or in such manner that the sight, sound, or traffic into or out of the demised premises could reasonably be considered to be objectionable or hazardous to the facilities and operations of the Asheboro Regional Airport.

Section 11.04 Upon paying the rental hereunder and performing the covenants of this Agreement, Lessee shall have the right of ingress and egress from the demised premises.

Section 11.05 Lessee recognizes that from time to time during the term of this Agreement it will be necessary for the Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair so that the Asheboro Regional Airport and its facilities will be suitable for air traffic and flight activity. Such construction, reconstruction, expansion, relocation, maintenance, and repair activities will require accommodation and may cause inconvenience or interrupt operations at the airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconvenience or interruption. In consideration of good and valuable consideration provided under this Agreement, Lessee waives any right to claim damages or other consideration therefore; provided, however, this waiver shall not extend to or be construed to be a waiver of any claim for physical damage to property resulting from negligence or willful misconduct.

ARTICLE 12

The Asheboro Airport Authority, and its designees, shall have the right, at reasonable times, to inspect the premises and to enforce reasonably required safety and health regulations affecting the nature of the structure and the operations therein.

ARTICLE 13

Plans and specifications for the proposed Hangars and the site upon which the Hangars are to be constructed shall be submitted to, and approved by, the Asheboro Airport Authority and the Asheboro Building Inspection Department prior to the commencement of any construction.

ARTICLE 14

Lessee hereby agrees to conform to and abide by the Rules and Regulations of the Asheboro Airport Authority in effect at the time of the commencement of this Agreement and as the same may be amended in the future.

ARTICLE 15

Lessee does hereby promise and agree to hold harmless and indemnify the Asheboro Airport Authority and the City of Asheboro for any costs, losses, and/or damages caused by Lessee and its guests, licensees, successors, or assigns arising out of or in the course of the use of the demised premises during the term of this Agreement. These costs and damages include any and all attorneys' fees, court costs, and costs arising out of any litigation or any event which would be encompassed by the provisions in this Article.

ARTICLE 16

Section 16.01 Lessee shall maintain in force throughout the term of this Agreement the insurance policy/policies specified in this Section of the Agreement.

- (a) Insurance that will cover the replacement cost of the Hangar or any portion thereof with the City of Asheboro named as loss payee.
- (b) Insurance that will cover liability arising from premises, operations, airplane maintenance, contractual liability, and products/completed operations. The policy/policies mandated by this Section 16.01(b) shall not exclude property damage to aircraft and the property of others in the care, custody, and control of the Lessee. The City of Asheboro shall be named as an additional insured on the policy(ies). Limits of the liability policy(ies) shall be no less than Two Million and No Hundredths Dollars (\$2,000,000.00).

Section 16.02 Lessee shall provide the City with certificates of insurance showing the coverage required by Article 16 of this Agreement, and such certificates of insurance shall provide for a 30-day notice of cancellation or non-renewal.

ARTICLE 17

Lessee hereby agrees to provide and maintain flood lighting for dusk to dawn operation that is consistent with the flood lighting for other hangars at the Asheboro Regional Airport. Lessee further acknowledges and agrees that such flood lighting must comply with the applicable standards established by the Asheboro Airport Authority at the commencement of this Agreement and as amended from time to time.

ARTICLE 18

Section 18.01 This Agreement shall be governed by and construed in all respects and the rights of the parties hereto shall be determined in accordance with the laws of the State of North Carolina. Any suits or claims arising out of this Agreement shall be filed in Randolph County, North Carolina.

Section 18.02 If one or more articles, sections, clauses, or provisions of this Agreement and any other documents incorporated into the Agreement are held to be unlawful, invalid, or unenforceable, or in conflict with an applicable law or regulation, it is agreed that the remainder of the Agreement shall remain in full force and effect as if such invalid or inconsistent provision was not included.

Section 18.03 The foregoing, together with the attachments to this Agreement and any other documents into the Agreement by reference, constitute the entire agreement between the parties and supersedes all other agreements and representations of any nature, whether oral or written, made by or between Lessor and Lessee, except those that are expressly acknowledged in the Agreement. No amendment or alteration to this Agreement shall be binding unless in writing and approved by both parties.

IN WITNESS WHEREOF, the parties have fully executed this Agreement on the day and year first written above.

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, certify that Holly H. Doerr personally appeared before me this day and acknowledged that she is the City Clerk for the City of Asheboro, a North Carolina municipal corporation, and that, by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, the Honorable David H. Smith, sealed with its municipal corporate seal, and attested by Ms. Doerr as the City Clerk.

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

My commission expires: _____ Signature of Notary Public

Printed Name of Notary Public

IN WITNESS WHEREOF, the parties have fully executed this Agreement on the day and year first written above.

LESSEE:

**DURA BUILT, LLC
(a limited liability company formed in
Kentucky and using in North Carolina,
according to the Office of the North Carolina
Secretary of State, the fictitious name of
Dura Built, LLC of North Carolina)**

By: _____(SEAL)
Signature of Authorized Official

Printed Name of Authorized Official

Printed Title of Authorized Official

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

I, the undersigned Notary Public of _____ County,
North Carolina, certify that _____ (print the name of
the person appearing before the Notary Public in the immediately preceding blank space)
appeared in person before me this day and acknowledged to me that he signed the foregoing
document.

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

Signature of Notary Public

My commission expires:

Printed Name of Notary Public

[Attachment A referenced above is on file in the city clerk's office.]

ATTACHMENT B

**Asheboro Regional Airport
Requirements for Hangar Construction**

1. Under the terms of the lease agreement, building is deeded to City of Asheboro upon completion of construction. Term dependent on construction. Thirty years maximum under state law.
2. Fee is \$.10 per square foot per year payable to City of Asheboro.
3. Rules and Regulations apply same as other tenants.
4. Insurance to be provided by Lessee. File with copy of deed.
5. Maintenance to be provided by Lessee.
6. Termination/resale of remaining lease is allowed.
7. First choice to Lessor.
8. Rent after expiration to be same as comparable hangars with the first choice of rental to Lessee.
9. Construction (All of the following at Lessee's expense.)
 - (a) Building code approval for hangar and door – City of Asheboro Building Inspections Department.
 - (b) Two-hour fire wall required adjacent to existing or future hangars for full length of facing wall.
 - (c) Building color to match other buildings in area.
 - (d) Building to have gutters and adequate drainage.
 - (e) Construction bond/insurance.
 - (f) Site plan approval for hangar location relative to taxi lane and taxi way showing grades, drainage and paving and water runoff from roof and electrical service (underground) – City of Asheboro Engineering Department.
 - (g) Paving and regrassing.
 - (h) Equip with required fire extinguishers.
10. Steps to Follow
 - (a) Recommendation in principle by Asheboro Regional Airport Authority at regular meeting. Need building, door, and site plans approved and building color.
 - (b) City Council agreement at regular meeting.
 - (c) FAA Form 7460 completion by Lessee and FAA approval.
 - (d) Draw up lease agreement and sign.
 - (e) Construction/inspection.
 - (f) Occupancy/begin annual lease payments.

ATTACHMENT C

Asheboro Regional Airport
Hangar Specifications

1. TYPE II – A or B Metal Building Only
2. Height shall not exceed airport regulations.
3. Hangar shall be constructed in compliance with the most current edition of the North Carolina State Commercial Building Code.
4. A Building Permit must be obtained before construction begins.

5. All required inspections shall be requested and performed in a timely manner during construction.
6. The Lessee shall be responsible for a 9-inch-thick concrete apron with a 4-inch stone base from aircraft hangar door to adjacent taxi lane.

ATTACHMENT D

STATE OF NORTH CAROLINA

BILL OF SALE AND DEED

COUNTY OF RANDOLPH

THIS BILL OF SALE AND DEED is made this the _____ day of _____, 2025, by and between **DURA BUILT, LLC**, a limited liability company formed in Kentucky and that uses the fictitious name in North Carolina of **Dura Built, LLC of North Carolina** (the “Grantor”) and the **CITY OF ASHEBORO**, a North Carolina municipal corporation (the “Grantee”).

WITNESSETH

In consideration of an agreement with the City of Asheboro for the lease of certain aircraft hangar space at the Asheboro Regional Airport, 2222 Pilots View Road, Asheboro, North Carolina 27205, and for other good and valuable consideration, the Grantor and its successors and assigns has bargained and sold and by these presents doth hereby bargain, sell, convey, and deliver unto the Grantee and its successors and assigns the aircraft hangar placed at the following location:

Hangar P as shown in a crosshatch area of Schedule C (as amended through November 2024) of the Asheboro Regional Airport; Schedule C is attached to this instrument as EXHIBIT 1 and is incorporated into this Bill of Sale and Deed by reference as if fully copied herein.

To have and to hold the aforesaid property and the privileges and appurtenances thereunto belonging to the Grantee and its successors and assigns in fee simple forever.

The Grantor covenants that it is seized of the above-described property, it has the right to convey the same free and clear of all encumbrances whatsoever, and it will warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed on the day and year first written above.

**DURA BUILT, LLC
(a limited liability company formed in
Kentucky and using in North Carolina,
according to the Office of the North Carolina
Secretary of State, the fictitious name of
Dura Built, LLC of North Carolina)**

By: _____(SEAL)
Signature of Authorized Official

Printed Name of Authorized Official

Printed Title of Authorized Official

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

I, the undersigned Notary Public of _____ County, North Carolina, certify that _____ (print the name of the person appearing before the Notary Public in the immediately preceding blank space) appeared in person before me this day and acknowledged to me that he signed the foregoing document.

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

Signature of Notary Public

My commission expires:

Printed Name of Notary Public

[Exhibit 1 that is referenced in the above attachment is on file in the city clerk's office.]

(b) Report on the Airport Authority's Recommendations Concerning the Renewal of the Lease Agreement with the Fixed Based Operator

Mr. Leonard reported on the recommendations from the Asheboro Airport Authority in regards to the renewal of the fixed based operator ("FBO") agreement. The current agreement expires on April 30, 2025.

This report indicated that the airport authority was supportive of maintaining the contractual relationship with Cardinal Air, LLC, who is the current FBO. With two exceptions, the recommendation did not seek material changes in the terms and conditions found in the expiring FBO agreement. The airport authority adopted, during its meeting on November 27, 2024, a recommendation to utilize a lease term of three years rather than five years and to increase the city's payment to the FBO for airport fuel infrastructure (i.e., the fuel truck) from \$1,200 per month to \$2,000 per month.

After discussion, the council members responded positively to the recommendation to continue the contractual relationship with the current FBO and to increase the airport fuel infrastructure payment to \$2,000 per month. However, the consensus opinion was that the desire to maintain the current fuel truck arrangement, as evidenced by the willingness to increase the airport fuel infrastructure payment to \$2,000 per month, was not compatible with shortening the term of a new FBO agreement to three years. Instead, the term should be five years.

Upon motion by Council Member Moffitt, with a second by Council Member Burks, the council instructed the city attorney to draft a new FBO agreement consistent with the above-described discussion and to cause notice of the intent to approve the FBO agreement to be published in compliance with Section 160A-272 of the North Carolina

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

(c) Discussion Concerning Appointments to the Asheboro Airport Authority

The 3-year term of the following Asheboro Airport Authority members will expire on February 1, 2025. Ms. Linda Brown, Mr. Bobby Crumley, Mr. Stephen Knight, Mr. Bradley Lanier, and Mr. Mark Vuncannon. With the exception of Ms. Linda Brown, the airport authority members have asked to continue to serve on the board. In a message dated January 3, 2025, to Mayor Smith and copied to the city manager, Ms. Brown expressed how she found the experience rewarding, but she felt, due to increased professional responsibilities, it would be best to resign.

Three individuals are currently on file as expressing an active interest to serve on the airport authority. These individuals are Randy Freeman, Kym Thomas, and Alan York. After discussion, Council Member Moffitt moved, and Council Member Bell seconded the 2-part motion, to take the following actions:

- (a) Appoint Bobby Crumley, Stephen Knight, Bradley Lanier, and Mark Vuncannon to new 3-year terms of office on the Asheboro Airport Authority; and
- (b) Forward the list of applicants for the vacant position to the Asheboro Airport Authority for further screening.

[Subsequent to addressing the airport authority appointments issue, the council members expressed a consensus opinion that an engineering department report on hangar occupancies at the airport should be referred to the airport authority for evaluation and comment.]

14. Baseball Park Lease With ZooKeepers Baseball LLC (Agenda Item No. 13)

(a) The Leasing Instrument Prepared for Council Approval

Mayor Smith opened the discussion on the question of a lease agreement between the City of Asheboro and ZooKeepers Baseball LLC. City Attorney Jeff Sugg presented the initial comments.

ZooKeepers Baseball LLC has asked to continue the limited liability company's use of the McCrary Park facility to operate a collegiate summer baseball program, inclusive of other events throughout the year that will support the economic viability of the collegiate summer baseball program. Because the request is consistent with the city's goals for the facility, the city is willing to lease McCrary Park on a non-exclusive basis to the ZooKeepers pursuant to provisions set forth in a lease agreement.

Section 120A-272 of the North Carolina General Statutes provides that property owned by the city may be leased to a tenant if the desired property is not needed by the city for the term of the lease. On December 10, 2024, a legal notice was published in *The Courier Tribune* stating the council's intent to consider a resolution authorizing a lease with ZooKeepers Baseball LLC.

(b) Invitation for Public Comment on the Proposed Leasing Agreement

Mayor Smith invited comments from the public, but none were offered.

(c) Council Action on the Leasing Instrument

Mr. Sugg presented and recommended adoption, by reference, of a resolution approving a lease agreement between the City of Asheboro and ZooKeepers Baseball LLC. Council Member Bell moved, and Council Member Moffitt seconded the motion, to approve/adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Swiers voted aye. Council Member Trogdon voted no.

RESOLUTION NO. 5 RES 1-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF
ASHEBORO AND ZOOKEEPERS BASEBALL LLC**

WHEREAS, McCrary Park is located at 138 Southway Road, Asheboro, North Carolina 27205 and is owned in fee simple by the City of Asheboro; and

WHEREAS, the McCrary Park facility has a synthetic turf baseball field, bullpens, batting cages, a ticket office, concession stands, permanent restroom facilities, a press box, a digital scoreboard and sound system, professional quality sports lighting, and paved parking for 260 vehicles, more or less; and

WHEREAS, the city utilizes McCrary Park as a venue for baseball events such as collegiate summer baseball and American Legion baseball in addition to providing a home field for the Asheboro High School baseball team; and

WHEREAS, ZooKeepers Baseball LLC has asked to continue the limited liability company's use of the McCrary Park facility to operate a collegiate summer baseball program, inclusive of other events throughout the year that will support the economic viability of the collegiate summer baseball program; and

WHEREAS, because the request is consistent with the municipal corporation's goals for the facility, the city is willing to lease McCrary Park on a non-exclusive basis to the ZooKeepers pursuant to the provisions set forth in the lease agreement attached to this Resolution as EXHIBIT A, which is hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, Section 160A-272 of the North Carolina General Statutes provides that property owned by the city may be leased to a tenant if the desired property is not needed by the city for the term of the lease; and

WHEREAS, on December 10, 2024, a legal notice was published in *The Courier-Tribune* stating the Asheboro City Council's intent to consider, during its regular meeting on January 9, 2025, a resolution authorizing a lease with ZooKeepers Baseball LLC; and

WHEREAS, the city council has determined that the proposed lease agreement is structured so as not to conflict with other needs the city might have for the facility during the term of the lease agreement.

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

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that Mayor Smith is hereby authorized to execute on behalf of the city any and all legal instruments necessary to carry into full force and effect the lease agreement attached hereto as EXHIBIT A.

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

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

ATTEST:

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

EXHIBIT A

STATE OF NORTH CAROLINA

**LEASE AGREEMENT FOR THE
NON-EXCLUSIVE USE OF
MCCRARY PARK**

COUNTY OF RANDOLPH

THIS LEASE AGREEMENT (the “**Agreement**”), entered into as of the last date of signature of the Parties hereto, is made by and between the **CITY OF ASHEBORO** (the “**City**” or “**Lessor**”), a North Carolina municipal corporation with a mailing address of Post Office Box 1106, Asheboro, Randolph County, North Carolina 27204-1106, and **ZOOKEEPERS BASEBALL LLC** (the “**ZooKeepers**” or “**Lessee**”), a North Carolina limited liability company with a mailing address of Post Office Box 4036, Asheboro, Randolph County, North Carolina 27204-4036. The City and the ZooKeepers are collectively referred to herein as the “**Parties**.”

WITNESSETH:

WHEREAS, one of the assets owned and maintained by the City in furtherance of the recreation services offered by the municipal corporation is McCrary Park located at 138 Southway Road, Asheboro, North Carolina 27205; and

WHEREAS, the McCrary Park facility has a synthetic turf baseball field, bullpens, batting cages, ticket office, concession stands, permanent restroom facilities, press box, digital scoreboard and sound system, professional quality sports lighting, and paved parking for 260 vehicles, more or less; and

WHEREAS, the City utilizes McCrary Park as a venue for baseball events such as collegiate summer baseball and American Legion baseball in addition to providing a home field for the Asheboro High School baseball team; and

WHEREAS, the ZooKeepers have asked to continue the limited liability company’s use of the McCrary Park facility to operate a collegiate summer baseball program, inclusive of other events throughout the year that will support the economic viability of the collegiate summer baseball program; and

WHEREAS, because the request is consistent with the municipal corporation’s goals for the facility, the City is willing to lease McCrary Park on a non-exclusive basis to the ZooKeepers pursuant to the provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the City, as Lessor, does hereby lease to the ZooKeepers, and the ZooKeepers hereby accept, as Lessee, the following described real property commonly known as McCrary Park (the three parcels or tracts of land described below will be hereinafter collectively referred as the “**Park**”) for the purpose of providing a home for the ZooKeepers baseball team and providing the limited liability company with opportunities to host other baseball events that support the company:

Parcel or Tract 1

Asheboro Township, Randolph County, North Carolina:

The real property and improvements known as the McCrary Park that are described in a special warranty deed, dated June 1, 2017, from Acme-McCrary Corporation/Sapona Manufacturing Company, Incorporated Employees' Fitness Center to the City of Asheboro. This special warranty deed was recorded on June 1, 2017, in the Office of the Register of Deeds for Randolph County, North Carolina (the "Randolph County Registry") in Book 2548, Page 883.

The above-described property was acquired by the Acme-McCrary Corporation/Sapona Manufacturing Company, Incorporated Employees' Fitness Center by instrument recorded in Book 1882, Page 607 in the Randolph County Registry. This parcel of land is currently identified by Randolph County Parcel Identification Number 7751347980.

Parcel or Tract 2

Asheboro Township, Randolph County, North Carolina:

All of the 1.3 acres of land, more or less, lying on the west side of North McCrary Street (North Carolina Secondary Road 1455) as described in a North Carolina General Warranty Deed recorded in Book 1835, Page 3073, Randolph County Registry.

For a back reference, see the instrument recorded in Book 1246, Page 1478, Randolph County Registry. This parcel of land is currently identified by Randolph County Parcel Identification Number 7751359117.

Parcel or Tract 3

Asheboro Township, Randolph County, North Carolina:

All of the 0.26 of an acre of land, more or less, described in a deed recorded in Book 2719, Page 2188, Randolph County Registry.

For a back reference, see Book 1754, Page 1136, Randolph County Registry. This parcel of land is currently identified by Randolph County Parcel Identification Number 7751354017.

THE TERMS AND CONDITIONS of the Agreement are stated below.

ARTICLE 1. PERMITTED USE

- | | |
|---------------------|--|
| Section 1.01 | This Agreement grants to the ZooKeepers, as Lessee, the non-exclusive use of the Park for a collegiate summer baseball program, specifically including playing baseball, baseball practices, promoting baseball, and any other ancillary events or activities approved by the City as compatible with the scheduling framework provided in this Article. |
| Section 1.02 | The authority to grant approval on behalf of the City for ancillary events or activities and to resolve scheduling conflicts at the Park is vested in the City of Asheboro Recreation Services Director (the " Director "). The exercise of this scheduling authority shall be guided by the framework established in the following Sections 1.03 and 1.04 of this Agreement. |
| Section 1.03 | During the period of May 1 through August 15 of each year, the highest scheduling priority is given to the ZooKeepers for the team's season; provided, however, American Legion baseball and the Asheboro High School baseball team are authorized to use the Park. The Director shall resolve any scheduling conflicts that might arise, specifically including |

any scheduling overlap that might occur if the Asheboro High School baseball team participates in the playoffs.

Section 1.04

Outside of the above-listed range of dates set aside for the team's season, the Lessee is authorized to use the Park for other baseball events and activities. The Director is authorized and directed to work in a good faith effort to resolve scheduling conflicts that impede Lessee's use of the Park for ancillary baseball events. For purposes of illustration and without limitation, Lessee is authorized to use the Park for events such as the Asheboro ZooKeepers Fall Baseball League, the ZooKeepers Classic High School Baseball Tournament, and the ZooKeepers Youth Baseball Camps. If a scheduling conflict arises between Lessee's events and other events proposed for the Park, the Director shall resolve the scheduling conflict by reviewing the available information and making a final decision that is in the best interests of the City. This decision-making process is to be guided by the principle that, in addition to providing a sustainable home for the collegiate summer baseball program, the Park is a venue for recreation programming, incentivizing scholastic play in the community, and bringing visitors to the Asheboro community. To facilitate effective schedule management, Lessee shall provide the Director, as soon as practicable, with up-to-date schedules for proposed games, practices, and events.

ARTICLE 2. TERM

The term of this Agreement shall be ten (10) years, beginning on January 1, 2025 (the "**Commencement Date**").

ARTICLE 3. RENT

Section 3.01

During the term of this Agreement, the ZooKeepers shall pay to the City, without previous demand, setoff, or deduction, an annual rent in the amount specified for each year:

(A)	Lease Year 1	=	\$2,000.00;
(B)	Lease Year 2	=	\$2,000.00;
(C)	Lease Year 3	=	\$3,000.00;
(D)	Lease Year 4	=	\$3,000.00;
(E)	Lease Year 5	=	\$3,000.00;
(F)	Lease Year 6	=	\$5,000.00;
(G)	Lease Year 7	=	\$5,000.00;
(H)	Lease Year 8	=	\$5,000.00;
(I)	Lease Year 9	=	\$5,000.00; and
(J)	Lease Year 10	=	\$5,000.00.

Section 3.02

The entirety of the annual rental amount specified in Section 3.01(A) for Lease Year 1 shall be due and payable in good funds upon execution of this instrument. Thereafter, the entirety of the annual rental amount specified for each of the lease years shall be due and payable in good funds within thirty-one (31) calendar days of each anniversary of the Commencement Date. All rental payments shall be paid to the City at the address set out in Article 17 of this Agreement or at such other place as may be designated by the City from time to time. Delivery and payment of rent shall be deemed made only upon actual receipt by the City of the applicable rent payment in good funds.

Section 3.03

In consideration of the limited amount of rental charged to the ZooKeepers each lease year, the Parties have agreed to enter into a GRANT OF RIGHT OF FIRST REFUSAL designed to facilitate the

long-term use of the Park for a collegiate summer baseball program. The template for the granting of these rights to the City is attached to this Agreement as EXHIBIT 1. A grant of rights instrument that conforms in every material respect to the instrument attached as EXHIBIT 1 shall be executed contemporaneously with the execution of this Agreement. A breach by the Lessee of the Right of First Refusal granted pursuant to this Agreement shall be a noncureable default that will entitle the City to declare the Lessee in default and take immediate action to enforce the City's rights as Lessor under Article 14 of this Agreement.

ARTICLE 4. STAFFING

The ZooKeepers shall, at the sole expense of the limited liability company, be responsible for all of the staffing of the Park, specifically including without limitation the parking lot, field, and related facility positions that have to be staffed for ZooKeepers events that fall within the scope of Article 1 of this Agreement.

ARTICLE 5. ALTERATIONS OR IMPROVEMENTS

No alterations, improvements, or structural changes of any kind may be made to the Park without the express written consent of the City. If consent is sought by the ZooKeepers for alterations, improvements, or structural changes of any kind to the premises, the decision as to whether or not to grant such consent shall be within the sole discretion of the City. Furthermore, such consent may be conditioned on the acceptance and compliance of the ZooKeepers with any conditions deemed necessary and proper by the City.

ARTICLE 6. CONCESSIONS AND CONCESSION FACILITIES

The ZooKeepers shall have the exclusive right to operate concessions at ZooKeepers events that fall within the scope of Article 1 of this Agreement. When operating the concessions operations, the ZooKeepers shall be responsible, without any assistance from the City, for performing all of the operational tasks and bearing all of the costs associated with such operations. In addition to staffing the concession operations, the tasks and costs that are the responsibility of a concessions operator other than the City include, but are not limited to, purchasing and maintaining equipment, products, and/or inventory. Furthermore, the concessions operator shall be responsible for operating the concession facilities in a sanitary manner and for obtaining and maintaining all necessary and appropriate permits.

ARTICLE 7. NOVELTY SALES

The ZooKeepers shall have the exclusive rights to operate the novelty sales for ZooKeepers events that fall within the scope of Article 1 of this Agreement and to retain the revenue derived from these sales.

ARTICLE 8. PROMOTION AND ADVERTISING

The ZooKeepers shall have the exclusive right to sublet advertising media at the Park and to retain the revenue derived therefrom. All such advertising media shall consist of either existing advertising media or shall be approved by the City prior to installation; such approval shall not be unreasonably withheld. Furthermore, the ZooKeepers shall have exclusive radio and television broadcast rights and privileges for all ZooKeepers events that fall within the scope of Article 1 of this Agreement and to all revenues derived therefrom. Notwithstanding any other text found herein, no provision of this Agreement shall be construed in a manner that limits or impairs to any degree the exclusive right of the City to grant sponsorship/naming rights for city-owned property.

ARTICLE 9. INSURANCE

At all times during the term of this Agreement, the ZooKeepers shall, at the limited liability company's own expense, maintain and keep in full force and effect liquor liability coverage as well as general liability insurance against claims for bodily injury, death, or property damage occurring on or about the demised premises with a per occurrence limit of not less than one million dollars (\$1,000,000.00). Throughout the term of this Agreement, the City shall be named as an additional insured in any policies obtained by the ZooKeepers as a consequence of the requirements imposed by the preceding sentence. Furthermore, the City will be furnished annually with a Certificate of Insurance demonstrating the ZooKeepers compliance with this Article, and all policies shall provide for thirty (30) days advance written notice to the City of material change, cancellation, or non-renewal of said policies.

ARTICLE 10. UTILITIES

All utilities (electricity, water, and sewer) shall remain in the name of the City, and the City shall pay these utility charges.

ARTICLE 11. MAINTENANCE/CLEAN-UP RESPONSIBILITIES

- Section 11.01** The City shall be responsible for field maintenance required for ZooKeepers games and practices prior to the commencement of a game or a practice session. Such maintenance includes grooming the synthetic field turf. However, the ZooKeepers shall be responsible for any infield maintenance required during a game or during a double header.
- Section 11.02** The City shall be responsible for regular mowing of the surrounding areas during the season.
- Section 11.03** The City shall be responsible for cleaning up the Park's facilities, including without limitation the fields, grandstands, restrooms, press box, and parking areas, after each ZooKeepers event. Solid waste collected by ZooKeepers staff during games shall be deposited in plastic bags in accordance with the rules and regulations governing the bagging and placement of solid waste for removal by the City's environmental services department.
- Section 11.04** The City shall be responsible for the removal of the properly bagged solid waste from the premises.

ARTICLE 12. INDEMNIFICATION

The ZooKeepers hereby promise and agree to hold harmless and indemnify the City against any and all liabilities, costs, losses, damages, injuries, claims, judgments, or awards, including without limitation attorney fees, court costs, and costs incidental to any litigation, arising out of or resulting from (a) the use or occupancy of the premises by the ZooKeepers; (b) any injury or damage happening on or about the premises that is caused by the negligent act(s) or omission(s) of the ZooKeepers or one of the limited liability company's officers, employees, agents, or representatives (whether paid or unpaid); (c) any breach of the terms of this Agreement; or (d) failure on the part of the ZooKeepers to comply with any law or governmental regulation.

ARTICLE 13. SUBLEASING/ASSIGNMENT

With the exception of the revenue generating activities authorized in Article 8 of this Agreement, the ZooKeepers shall not sublet or assign this Agreement without the prior written consent of the City. The City reserves the right to refuse, with or without cause, to grant any such consent.

ARTICLE 14. TERMINATION IN EVENT OF DEFAULT

Section 14.01 With the exception of a breach by the Lessee of Section 3.03 of this Agreement, if either the City or the ZooKeepers shall fail to perform, keep, and observe any of the terms, covenants, and conditions contained within this Agreement, and shall remain in default thereof for a period of thirty (30) days after written notice from the party not in default calling attention to such default, the party not in default may declare this Agreement terminated and canceled. In the case of the City, the City may take possession of the Park without additional notice and without prejudice to any other legal remedy that it might have available to it on account of default by the ZooKeepers.

Section 14.02 In the event of Lessee's breach of the grant of rights specified in Section 3.03 of this Agreement, the City, without further notice or demand, may terminate this Agreement without any right by Lessee to reinstate its rights by payment of any amount due or other performance of the terms and conditions hereof. Upon such termination, Lessee shall immediately surrender possession of the Park to the City. The City may take the actions authorized by this Section without prejudice to any other legal remedy that it might have available to it as Lessor on account of default by the ZooKeepers.

Section 14.03 Upon termination of this Agreement, the City as Lessor may immediately or anytime thereafter re-enter the Park and remove Lessee, including all persons and personal property, from the premises. In the event of any such re-entry, the Lessee waives all claims for damages which may be caused by the re-entry of the Lessor and will save the Lessor harmless from any loss, cost, or damage suffered by the Lessee by reason of such re-entry.

ARTICLE 15. WAIVER OF LIABILITY

The ZooKeepers shall maintain the limited liability company's own property insurance with coverage against theft or damage to any and all personal property that the company stores in or about the Park. The limited liability company assumes all risk and responsibility in connection with the safekeeping of all of its equipment and personal property. Furthermore, the ZooKeepers agree to hold the City harmless for any damage of whatever nature occurring to said property while it is located on the premises of the Park.

ARTICLE 16. BINDING ON SUCCESSORS AND ASSIGNS

All covenants and agreements of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the ZooKeepers.

ARTICLE 17. NOTICES

All notices required to be given or authorized to be given by any party pursuant to this Agreement shall be in writing and shall be served personally or by certified mail, return receipt requested, with postage prepaid and addressed as detailed below.

To the City: City of Asheboro

146 North Church Street
Post Office Box 1106
Asheboro, North Carolina 27204-1106
Attention: City Manager

To the ZooKeepers: ZooKeepers Baseball LLC
Post Office Box 4036
Asheboro, North Carolina 27204-4036
Attention: Ronnie Pugh, Manager

ARTICLE 18. AMENDMENT OF AGREEMENT

This Agreement may be amended only by written instrument duly authorized and executed by the Parties.

ARTICLE 19. SEVERABILITY OF AGREEMENT

If any provision of this Agreement shall be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of the Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

ARTICLE 20. COUNTERPARTS OF AGREEMENT

This Agreement may be executed in several counterparts, and any such counterparts shall be regarded for all purposes as an original.

ARTICLE 21. SURVIVABILITY OF AGREEMENT PROVISIONS

The representations, warranties, and indemnification provisions contained herein shall survive the termination of this Agreement.

ARTICLE 22. NO WAIVER OF AGREEMENT PROVISIONS

No waiver by either party of any term or condition of this Agreement will be deemed to constitute a waiver of any subsequent breach whether of the same or of a different article, section, subsection, paragraph, clause, phrase, or other provision of the Agreement. Making payments pursuant to this provision during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any of the claims or defenses of the party making such payment. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted the waiver.

ARTICLE 23. APPLICABLE LAW

This Agreement shall be governed and construed under and pursuant to the laws of the State of North Carolina.

ARTICLE 24. ENTIRETY OF AGREEMENT

This instrument sets forth the entire agreement and understanding of the parties with respect to the subject matter of the Agreement and supersedes all prior arrangements and communications between the Parties.

ARTICLE 25. INFORMED AND VOLUNTARY EXECUTION

Each party herein expressly represents and warrants to all other Parties hereto that (a) before executing this instrument, said party has fully informed itself of the terms, contents, conditions, and effects of the Agreement; (b) said party has relied solely and completely upon its own judgment in executing this instrument; (c) said party has had the opportunity to see and has obtained the advice of counsel before executing this instrument; (d) said party has acted voluntarily and of its own free will in executing this instrument; (e) said party is not acting under duress, whether economic or physical, in executing this instrument; and (f) this Agreement is the result of arm's length negotiations conducted by and among the Parties and their respective counsel.

ARTICLE 26. JOINT NEGOTIATION AND DRAFTING

The Parties agree and acknowledge that they have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or a question of intent or interpretation arises, this instrument shall be construed as if drafted jointly by the Parties, and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this instrument. Any reference to a federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. If any party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant.

ARTICLE 27. HEADINGS

The headings are for convenience and reference only and in no way define and limit the scope and content of this Agreement or in any way affect its provisions.

ARTICLE 28. AUTHORIZATION TO EXECUTE AGREEMENT

By signature below, the Parties represent and warrant that the undersigned are authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this instrument as of the dates written below.

CITY OF ASHEBORO:

By: _____
Signature of Mayor David H. Smith

Date: _____
Printed Date of Execution

ZOOKEEPERS BASEBALL LLC:

By: _____

Signature of Authorized Official

Name: _____

Printed Name of Authorized Official

Title: _____

Printed Title of Authorized Official

Date: _____

Printed Date of Execution

EXHIBIT 1

STATE OF NORTH CAROLINA

**GRANT OF RIGHT OF
FIRST REFUSAL**

COUNTY OF RANDOLPH

THIS GRANT OF A RIGHT OF FIRST REFUSAL, entered into as of the last date of the signature of the parties hereto, is made by and between the following Owner and Grantee:

GRANTOR: **ZOOKEEPERS BASEBALL LLC**,
a North Carolina limited liability company,
Post Office Box 4036,
Asheboro, North Carolina 27204-4036

GRANTEE: **CITY OF ASHEBORO**,
a North Carolina municipal corporation,
Post Office Box 1106
Asheboro, North Carolina 27204-1106

INTENDING TO BE LEGALLY BOUND, and in consideration of the reduced annual rental charge set by the City of Asheboro for the non-exclusive use of the city-owned McCrary Park by ZooKeepers Baseball LLC during a 10-year lease agreement, and for other good and valuable consideration, ZooKeepers Baseball LLC ("**Grantor**") hereby grants to the City of Asheboro ("**Grantee**") the Right of First Refusal ("**ROFR**") described below.

**Article 1. DEFINITIONS AND PROCEDURAL REQUIREMENTS FOR
DELIVERY OF REQUIRED NOTICES**

Section 1.01 Definition of Transfer

- (a) Within this instrument, the term "**Transfer**" means a change of ownership or control of the baseball team that uses McCrary Park as its home ballpark under the lease agreement executed of even date herewith and includes any of the following whether in a single transaction or a series of transactions: (a) the direct or indirect sale, agreement to sell, assignment, or conveyance of the baseball team; and (b) a transfer of stock, partnership, or other ownership interests in the Grantor.
- (b) Notwithstanding the foregoing, a Transfer under this ROFR does not include a change of ownership or control of the above-referenced baseball team that includes a legally binding obligation for any transferee(s) to maintain the use of McCrary

Park as the team's home ballpark for the duration of the lease agreement executed of even date herewith.

Section 1.02 Definition of Third Party

- (a) Within this instrument, the term “**Third Party**” means a Person other than the Grantor, a person controlled by the Grantor, or the Grantee.
- (b) Within this instrument, the term “**Person**” is inclusive of humans and legal entities including a trust, corporation, partnership, limited liability company, or other organization.

Section 1.03 Definition of Third-Party Offer

Within this instrument, the term “**Third-Party Offer**” means a firm written offer to purchase or engage in other form of transaction that, when consummated, will result in the Transfer of the baseball team to a Third Party.

Section 1.04 Procedural Requirements for Giving Notice

Notices specified within this ROFR instrument, including notices of a change of address, must be in writing and delivered to the receiving party at the address set forth on the first page of this instrument. The means of delivery may be any of the following: certified mail (return receipt requested), commercial courier guaranteeing next-day delivery, or hand delivery.

Article 2. GRANT OF RIGHT OF FIRST REFUSAL

Section 2.01 Notice of Intent to Accept Third Party Offer

If the Grantor receives and intends to accept a Third-Party Offer, the Grantor is obligated to take three initial actions under the terms and conditions of the ROFR granted herein:

- (a) The Grantor must provide written notice to the Grantee of the intent to accept the Third-Party Offer; and
- (b) The above-referenced written notice must include a complete and accurate copy of the Third-Party Offer; and
- (c) The Grantor is prohibited from accepting the Third-Party Offer until the Grantee can purchase the baseball team in accordance with the rights provided by this ROFR.

Section 2.02 Rights Triggered by Receipt of Notice of Third-Party Offer

The Grantor's written notice of intent to accept a Third-Party Offer constitutes the Grantor's offer to convey the baseball team to the Grantee on the same terms set forth in the Third-Party Offer.

Section 2.03 Acceptance Period

The Grantor's offer to sell the baseball team to the Grantee on the same terms as set forth in the Third-Party Offer transmitted to the Grantee pursuant to Section 2.01 of this instrument must remain open for acceptance by the Grantee for a period of ten (10) business days after the date of the actual receipt by the Grantee of the notice required by the previously referenced Section 2.01. The 10-day acceptance period specified herein shall be referred to as the "**Acceptance Period.**"

Section 2.04 Extension to Finalize Sales Contract

If the copy of the Third-Party Offer transmitted to the Grantee under the terms of this ROFR does not incorporate a complete sales contract, then the Grantee may notify the Grantor within the Acceptance Period of the Grantee's conditional acceptance of the Grantor's offer and the intent to use supplemental mutually agreeable terms to convert the Third-Party Offer into a complete sales contract. Furthermore, the Grantee may reserve the right to withdraw the acceptance if, within thirty (30) business days following the end of the Acceptance Period (this supplemental 30-day period will be hereinafter referred to as the "**Finalization Period**"), the Grantor and Grantee, both using good faith efforts, fail to find mutually acceptable terms to generate a complete sales contract for the baseball team; provided, however, the terms set forth in the Grantor offer transmitted under Section 2.01 are set as of the date of transmittal to the Grantee unless otherwise agreed by the Grantor and the Grantee. A complete written sales contract for the baseball team shall be memorialized in a form acceptable to both the Grantor and the Grantee.

Article 3. TERMINATION AND DURATION OF ROFR

Section 3.01 Termination of Grantee's Rights

The Grantee's rights under the Right of First Refusal terminate, and the Grantor is free to accept the Third-Party Offer upon the occurrence of the following events, whichever occurs later:

- (a) At the end of the Acceptance Period, the Grantor has not received notice that the Grantee either (i) accepts the Grantor's offer, or (ii) accepts the offer conditionally under the terms of Section 2.04 above; or
- (b) At the end of the Finalization Period (notwithstanding the good faith efforts of each), the Grantor and the Grantee have failed to sign a mutually binding sales contract.

Section 3.02 Duration of ROFR

This Right of First Refusal is valid for a length of time that shall not exceed the term of the 10-year lease agreement entered as of January _____, 2025, by and between the City of Asheboro and ZooKeepers Baseball LLC, for the nonexclusive use of McCrary Park.

INTENDING TO BE LEGALLY BOUND, the Grantor has signed and delivered this Grant of the Right of First Refusal as of the date indicated below.

ZOOKEEPERS BASEBALL LLC:

By: _____
Signature of Authorized Official

Name: _____

Printed Name of Authorized Official

Title:

Printed Title of Authorized Official

Date:

Printed Date of Execution

GRANTEE SIGNS below to evidence its acceptance of the terms of this Grant of the Right of First Refusal.

CITY OF ASHEBORO:

By:

Signature of Mayor David H. Smith

Date:

Printed Date of Execution

15. 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 action was taken by the council during this portion of the meeting.

There being no further business, the meeting was adjourned at 8:23 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

**Minutes of the meeting of the Asheboro Alcoholic Beverage
Control Board held on January 7, 2025**

206

The Asheboro ABC Board met on Tuesday, January 7, 2025, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC. Present at the meeting were Chairman Steve Knight, Board Member Bob Morrison, Board Member Curtis Shipley, General Manager Rodney Johnson (GM) and Store Manager Amy Welch. A quorum being present, the Chair called the meeting to order for the transaction of business and business transacted as follows:

The Chair inquired as to any known conflict of interest, appearance of a conflict of interest, or objections concerning agenda items before the Board; after Board member(s) voiced having no conflict, and there being no objection, the agenda was adopted.

Board Minutes from the regular December 3, 2024, meeting were reviewed and approved by the Board.

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

The Board discussed an update on the 2nd store location. The Chair advised that he had spoken with a realtor about a possible location. The realtor told the Chairman that the lease for Family Dollar Store located at 2358 N. Fayetteville Street had been sold. The realtor told the Chair that he would pursue the new lease holder and contact the Chairman with an update in the upcoming week.

Upon motion by Board Member Morrison, pursuant to § 143-318.11(a)(6), the Board agreed to go into closed session to discuss a pay rate for the new GM.

After coming out of closed session, Board Member Morrison, offered Amy Welch a salary of \$65,000 when the current GM retires. Store Manager Welch accepted the offer.

Grant fund applications are due at the next meeting scheduled for February 4, 2025. The Board directed the GM to email any grant fund applications received to Board members prior to the next meeting.

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

1. Asheboro ABC sales statistics comparing:
 - December 2025 sales with the previous month indicate:
 - An overall +26.9% change (all sales and tax collections)
 - December 2025 sales with sales from the same month last year indicate:
 - Retail Sales +3.9%
 - Mixed Beverage Sales -14.0%
 - Sales Tax Collections: +3.9%
 - Overall Collections: +1.9%

- December 2025 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +4.4%
 - Mixed Beverage Bottle Sales: -12.4%
 - Overall Bottle Sales% +3.3%

The next regular Asheboro ABC Board meeting will be held Tuesday, February 4, 2025, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 2-4-24 
GM

Stephen R Knight
Am



City of Asheboro
Office of the City Clerk

Post Office Box 1106 • Asheboro, North Carolina 27204-1106
Phone (336) 626-1201 • Fax (336) 626-1218

Holly H. Doerr
City Clerk

Tammy M. Williams
Deputy City Clerk

MEMORANDUM

TO: Mayor Smith and Members of the Asheboro City Council
FROM: Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal *HH*
DATE: Friday, February 28, 2025
RE: Correction of Clerical Errors in Previously Approved City Council Meeting Minutes

Clerical errors have been discovered in the approved meeting minutes for November 7, 2024 and December 5, 2024. Certain ordinance numbers were incorrectly assigned in the referenced meeting minutes. The attached pages reflect the corrected ordinance numbers (highlighted), and I am asking for your approval to amend the regular meeting minutes for November and December 2024 to reflect the correct ordinance numbers.

Section 1. The Building Inspections Fee Schedule attached to this Resolution as EXHIBIT 1 is hereby ratified.

Section 2. The Planning and Zoning Fee Schedule attached to this Resolution as EXHIBIT 2 is hereby ratified.

Section 3. The fee schedules ratified by this Resolution supersede fee amounts ratified prior to the adoption of the city's annual budget ordinance for fiscal year 2024-2025.

Section 4. The fee schedules attached to this Resolution as EXHIBIT 1 and EXHIBIT 2 shall be in full force and effect upon and after January 1, 2025.

The Asheboro City Council approved this Resolution in open session during a regular meeting held on November 7, 2024.

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

ATTEST:

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

[The exhibits referenced in the adopted resolution are on file in the city clerk's office.]

- (k) **Approval of an Ordinance Ratifying the Fire Prevention Department Schedule of Fees Previously Established with the Adoption of the FY 24-25 Budget Ordinance**

ORDINANCE NUMBER 35 ORD 11-24 40 ORD 11-24

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**ORDINANCE AMENDING THE SCHEDULE OF FEES AND PENALTIES FOR THE
FIRE PREVENTION DEPARTMENT**

WHEREAS, Section 95.05 of the Code of Asheboro addresses the issue of fee amounts in the City of Asheboro Fire Prevention Department, which is also interchangeably referred to as the Fire Prevention Bureau, by providing as follows:

§ 95.05 PERMIT FEES

During the municipal corporation's annual budget process, the Chief Fire Inspector, under the general supervision of the Community Development Director, is authorized to submit to the City Manager a schedule of fees for permits issued by personnel in the Fire Prevention Bureau. If the City Manager deems the schedule of permit fees submitted by the Chief Fire Inspector to be reasonable, the Manager may submit the proposed schedule of permit fees to the City Council for review. If a proposed schedule of permit fees is adopted by the City Council, the City Manager shall designate the city official to whom the approved permit fees are to be paid. A copy of the approved schedule of permit fees shall be maintained in the office of the City Clerk and in the office of the Chief Fire Inspector; and

WHEREAS, during the annual budget preparation and approval process for fiscal year 2024-2025, a proposed schedule of fees identified as the Fire Prevention Department Fees and Penalties (the "Fee Schedule") was presented to the Asheboro City Council and approved with the adoption of the annual budget ordinance on June 27, 2024; and

WHEREAS, the Fee Schedule approved by the city council on June 27, 2024, with an effective date of January 1, 2025, is attached to this Ordinance as EXHIBIT 1; and

WHEREAS, it is advisable to provide stand-alone ratification of the Fee Schedule approved in the comprehensive budget ordinance for fiscal year 2024-2025.

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

Section 1. The Fee Schedule attached to this Ordinance as EXHIBIT 1 is hereby ratified.

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

Section 3. The Fee Schedule attached to this Ordinance as EXHIBIT 1 shall be in full force and effect upon and after January 1, 2025.

The Asheboro City Council approved this Ordinance in open session during a regular meeting held on November 7, 2024.

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

ATTEST:

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

[The exhibit referenced in the preceding ordinance is on file in the city clerk's office.]

- (l) **Approval of an Ordinance Ratifying the Schedule of Fees Established for Subdivision Ordinance Related Activities with the Adoption of the FY 24-25 Budget Ordinance**

ORDINANCE NUMBER 36 ORD 11-24 41 ORD 11-24

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**ORDINANCE AMENDING THE SCHEDULE OF FEES FOR LAND USE
REGULATORY ACTIVITIES TIED TO THE SUBDIVISION ORDINANCE OF THE
CITY OF ASHEBORO**

WHEREAS, consistent with Chapter 160D of the North Carolina General Statutes, the Subdivision Ordinance of the City of Asheboro, North Carolina has established procedures and standards for the development and subdivision of land within the territorial jurisdiction of the City of Asheboro; and

WHEREAS, from an administrative standpoint, the City of Asheboro Planning and Zoning Department is the component of the municipal corporation charged with implementing review procedures (i.e., plat review) necessary for the subdivision ordinance to function as intended by the city council; and

WHEREAS, during the annual budget preparation and approval process for fiscal year 2024-2025, a proposed schedule of fees focused on the City of Asheboro Planning and Zoning Department was presented to the Asheboro City Council and approved with the adoption of the annual budget ordinance on June 27, 2024; and

WHEREAS, the schedule of fees approved for the City of Asheboro Planning and Zoning Department contained certain fees tied to the subdivision ordinance; and

WHEREAS, the schedule of fees specifically tied to the implementation of review activities prescribed by the Subdivision Ordinance of the City of Asheboro, North Carolina will be hereinafter referred to as the "Subdivision Fee Schedule" that was approved by the Asheboro City Council on June 27, 2024, with an effective date of January 1, 2025; and

WHEREAS, the Subdivision Fee Schedule is attached to this Ordinance as EXHIBIT 1; and

WHEREAS, it is advisable to provide stand-alone ratification of the Subdivision Fee Schedule approved in the comprehensive budget ordinance for fiscal year 2024-2025.

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

Section 1. The Subdivision Fee Schedule attached to this Ordinance as EXHIBIT 1 is hereby ratified.

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

Section 3. The Subdivision Fee Schedule attached to this Ordinance as EXHIBIT 1 shall be in full force and effect upon and after January 1, 2025.

The Asheboro City Council approved this Ordinance in open session during a regular meeting held on November 7, 2024.

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

ATTEST:

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

[The exhibit referenced in the preceding ordinance is on file in the city clerk's office.]

- (m) **Approval of an Ordinance Amending Section 150.25(D)(3) in the Code of Asheboro to Align this Subsection with a Fee Provision in the Adopted FY 24-25 Budget Ordinance**

ORDINANCE NUMBER 37 ORD 11-24 42 ORD 11-24

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

ORDINANCE AMENDING SECTION 150.25(D)(3) IN
THE CODE OF ASHEBORO

WHEREAS, Chapter 150 of the Code of Asheboro contains regulations pertaining to buildings and regulatory activities performed by the City of Asheboro Building Inspections Department; and

WHEREAS, Section 150.25 of the Code of Asheboro addresses administrative issues relevant to permits issued by the City of Asheboro Building Inspections Department; and

WHEREAS, Section 150.25(D)(3) of the Code of Asheboro addresses a specific permit fee issue by providing as follows:

§ 150.25 PERMITS

(D) Permit fees.

- (3) *A fee of \$25 for each inspection visit after the required inspections plus one inspection. A charge of \$25 is also for failure to call for a final inspection before occupancy of any building under a permit; and*

WHEREAS, during the annual budget preparation and approval process for fiscal year 2024-2025, a proposed schedule of permit fees for the Building Inspections Department (the "Building Inspections Fee Schedule") was presented to the Asheboro City Council and approved with the adoption of the annual budget ordinance on June 27, 2024; and

WHEREAS, the approved Building Inspections Fee Schedule has an effective date of January 1, 2025; and

WHEREAS, Section 150.25(D)(3) of the Code of Asheboro must be amended to conform to fees listed in the approved Building Inspections Fee Schedule.

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

Section 1. Section 150.25(D) of the Code of Asheboro is hereby rewritten to provide as follows:

§ 150.25 PERMITS

(D) Permit fees.

- (1) Except as may be provided otherwise by state law in any case, the applicant for any permit required by this chapter shall pay to the Building Inspector, prior to the issuance of the permit, such fee therefor as provided in division (2) of this section.
- (2) The City Council may, by resolution from time to time, prepare schedules of fees for permits issued pursuant to this chapter and for which a fee is not provided or prohibited by state law. Copies of such schedules shall be posted for public information in the office of the Building Inspector.
- ~~(3) A fee of \$25 for each inspection visit after the required inspections plus one inspection. A charge of \$25 is also for failure to call for a final inspection before occupancy of any building under a permit.~~
- (3) A fee of \$50.00 for each inspection visit after the required inspections plus one inspection.

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

Section 3. This Ordinance shall take effect and be in full force from and after January 1, 2025.

The Asheboro City Council approved this Ordinance in open session during a regular meeting held on November 7, 2024.

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

ATTEST:

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

10. Update on the Latest Efforts to Address Issues Surrounding Homelessness

Code Enforcement Officer Chuck Garner reported that numerous homeless camps have been retired and many vacant structures have been demolished. Additionally, Captain Mike Jones commented on the police department's on-going efforts to address issues as they arise.

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

11. Announcement of a Public Open House and Workshop for the Downtown Parking Study

City Manager John Ogburn announced that a public open house and workshop will be held on November 20, 2024, from 4:00 p.m. until 7:00 p.m. at the Harry and Jeanette Weinberg Adult Resource and Education Center. The purpose of this event is to receive public comments in regards to the city's downtown parking study. The center is located at 347 West Salisbury Street.

12. Street Maintenance Items

(a) An On-Street Parking Plan for Loach Street

City Engineer Michael Leonard presented and recommended adoption, by reference, of an ordinance to amend on-street parking regulations applicable to a section of Loach Street. Council Member Bell moved, and Council Member Trogdon 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.

ORDINANCE NUMBER 38 ORD 11-24 43 ORD 11-24

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**ORDINANCE TO AMEND ON-STREET PARKING REGULATIONS APPLICABLE
TO A SECTION OF LOACH STREET**

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

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

WHEREAS, as a consequence of approved land development activities occurring in close proximity to the section of Loach Street located between Cross Street and E. Presnell Street, the City of Asheboro Engineering Department has prepared an updated parking plan for the identified section of Loach Street; and

WHEREAS, the updated parking plan developed by the engineering department is titled "SITE PLAN LOACH STREET ON-STREET PARKING" and is attached to this Ordinance as EXHIBIT 1; and

WHEREAS, the site plan attached to this Ordinance as EXHIBIT 1 will be hereinafter referred to as the "2024 Loach Street Parking Plan" and is hereby incorporated into this Ordinance by reference as if copied fully herein; and

WHEREAS, Section 71.01 of the Code of Asheboro contains regulatory provisions concerning the establishment and marking of areas in which parking is prohibited or regulated; and

WHEREAS, Section 72.02 of the Code of Asheboro enumerates the subject matter of each of the schedules used to record the location of specific traffic and parking regulations enacted by the Asheboro City Council; and

WHEREAS, Section 71.01 of the Code of Asheboro provides, in pertinent part, as follows:

§ 71.01 DETERMINATION AND MARKING OF AREAS IN WHICH PARKING PROHIBITED OR REGULATED

(A) *Pursuant to instructions given to him by the City Council from time to time and entered in the council minute book, the City Manager shall:*

- (1) *Cause all streets and parts of streets where parking shall be prohibited during prescribed time periods or at all times to be posted accordingly, or cause the curbs thereof to be painted yellow. He shall then notify the City Clerk, who shall enter the description of such streets or parts of streets in Schedule 1 of § 72.02.*
- (2) *Cause all streets and parts of streets where parking shall be limited to one hour during prescribed time periods or at all times to be posted accordingly. He shall then notify the City Clerk, who shall enter the description of such streets or parts of streets in Schedule 2 of § 72.02; and*

WHEREAS, Section 72.02 of the Code of Asheboro provides, in pertinent part, as follows:

§ 72.02 ENUMERATED BY SUBJECT MATTER

Schedule 1. Where parking prohibited.

Schedule 2. Where parking limited to one hour; and

WHEREAS, the city manager and the engineering department have recommended the adoption of the attached 2024 Loach Street Parking Plan; and

WHEREAS, the city council concurs with the recommendation.

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

Section 1. As shown on the attached 2024 Loach Street Parking Plan, parking shall be limited to one hour in the indicated spaces during the time period extending from 7:00 a.m. to 7:00 p.m. Furthermore, as shown on the attached plan, parking shall be prohibited at all times other than the 7:00 a.m. to 7:00 p.m. time period listed in the immediately preceding sentence for the marked spaces.

Section 2. The city manager is hereby authorized and directed to cause the section of Loach Street shown on the attached 2024 Loach Street Parking Plan to be posted/marked in accordance with the provisions of Sections 71.01(A)(1) and 71.01(A)(2) of the Code of Asheboro and in accordance with the provisions of Section 1 of this Ordinance.

Section 3. The city manager and the city clerk are hereby directed to revise Schedules 1 and 2 enumerated in Section 72.02 of the Code of Asheboro to reflect the on-street parking regulations prescribed by this Ordinance.

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

Section 5. This Ordinance shall take effect and be in full force from and after the date of its adoption.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on November 7, 2024.

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

ATTEST:

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

[The exhibit referenced in the preceding ordinance is on file in the city clerk's office.]

(b) The Engineering Department's On-Going Evaluation of Three Signalized Street Intersections

Mr. Leonard reported that the city's engineering department has been investigating traffic control options for three signalized intersections maintained by the city. These intersections include the intersection at North Main Street and Worth Street, the intersection at North Elm Street and Worth Street, and the intersection at North Elm Street and Brewer Street. The investigation was initiated as a result of the age of the existing traffic signals which are estimated to be approximately 50 years old. Replacement parts required to maintain the signals have become increasingly difficult and expensive to procure.

Public Works personnel have researched the cost to update the aged signals with modern technology and estimates that the cumulative expense to replace the three signals at more than \$230,000. Given the projected cost, staff began discussing alternatives that could safely and efficiently control the traffic at these intersections.

After reviewing crash data with the police and fire and rescue departments, city staff preliminarily recommended that the intersections be converted to all-way stop controlled. This solution is low-cost and viewed as an appropriate alternative. During the evaluative period, the signals would be changed to flashing red signals and additional traffic signage installed to alert the public of this change. City staff would monitor operations for several months prior to making a final recommendation.

The city council members agreed with the city staff's evaluation and consented for city staff to proceed. No formal action was taken by the council during this portion of the meeting.

13. The Design-Build Contract Amendment #2 for the Wolfsped Water Main Extension Project

Water Resources Director Michael Rhoney presented the design-build contract amendment #2 for the Wolfsped water main extension project. During the pre-construction phase, the project team concluded that in order to minimize schedule and cost impacts, an early material procurement for Sections 2 and 3 should be completed. An analysis completed by Garney based on market pricing determined that ductile iron pipe was the most cost-effective material to meet the goals of the project. In addition, Section 4 pipe material was approved in GMP 1 and now Section 4 is ready for Final Design and Construction and has been included in GMP 2.

Design-Builder shall procure and have delivered to the project site all material included in the accepted GMP 2 Proposal and previous approved work (Phase 1 Preconstruction and GMP 1). The material quantities being procured reflect anticipated material needed for Sections 2 and 3. Section 2 starts just west of Iron Mountain Road and US-64 and ends East of Deep Rive at Salisbury Street. Section 3 starts at Salisbury Street and ends at US-64 at Lee Layne Road. All material items for Sections 2 and 3 are based on the current 30% plans and specifications.

For final design and construction of Section 4, the Design-Builder shall perform all necessary design, engineering, and construction per the 75% plans and specifications and Owners Project Criteria including any additional work required by final design development to 100% for the lump sum cost outlined the amendment.

The summary of costs is as follows:

Phase 1

Preconstruction Services and 75% Design	LS \$5,034,601.90
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Phase 2

GMP 1 – Early Material Procurement (EMP) Section 4	LS \$4,011,109.79
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GMP 2 – EMP Section 2 and 3, Construction Section 4	LS \$15,898,199.23
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Phase 2 Subtotal	LS \$19,909,309.02
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Update Total Contract Value	LS \$24,943,910.92
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Council Member Bell moved, and Council Member Heath seconded the motion, to approve and authorize the city manager to execute the Design-Build Contract Amendment #2. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

14. A Budget Amendment to Allocate Additional Funding for Temporary Heaters During the HVAC Replacement Project at the Asheboro/Randolph Public Library

Finance Director Debbie Reaves presented and recommended adoption, by reference, of an ordinance to amend the general fund FY 2024-2025. Council Member Bell moved, and Council Member Burks seconded the motion, to approve/adopt the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

~~39 ORD 11-24~~ 44 ORD 11-24

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

WHEREAS, The City of Asheboro is in the process of replacing the HVAC at the Asheboro Public Library.

WHEREAS, the City of Asheboro Facilities Maintenance department needs to maintain a proper temperature in the library while the HVAC is under repair.

WHEREAS, the best method to do this involves purchasing three heat pumps at a cost of \$16,500 and renting 2 large heaters and fuel at an estimated cost of \$21,714.

WHEREAS, the City of Asheboro desires to reduce expenditures in the Facilities Maintenance department expense line item as it relates to McCrary Ballpark maintenance to fund the additional expense in the Library budget for the rental and in the Facilities Maintenance Department Capital outlay expense line item to purchase the portable heat pumps.

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 expense line item be increased / decreased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase/ Decrease</u>
10-640-515.0700	Maint & Repair- McCrary Ballpark	(38,214)
10-640-574.0000	Capital Outlay	16,500
10-630-515.0001	Maint. & Repair- Library Building	21,714
	Total change	(0)

Adopted this 7th day of November 2024

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

ATTEST:

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

15. An Update on Pending Vacancies on the Planning Board

Assistant City Manager Trevor Nuttall reported that the Asheboro Planning Board has reviewed applications for the vacancies on the board. It is anticipated that the board will forward its recommendation to the city council for consideration during the December council meeting.

Jacob Wilburn has applied for the board's extraterritorial jurisdiction vacancy. His application will be forwarded to the Randolph County Board of Commissioners for consideration by the county commissioners.

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

16. A Discussion About Potential Changes in the City Council's Schedule for Regular Meetings in 2025

Mayor Smith presented a potential schedule for the city council's regular meetings for 2025. After some discussion, the council members expressed a consensus opinion that the meeting time should be changed from 7:00 p.m. to 6:00 p.m. for the 2025 calendar year. The council will approve/adopt an ordinance at its regular December meeting setting the regular meeting schedule for 2025.

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

nonbinding resolution of censure. If the motion or resolution does not state particular grounds for censure under the adopted Code of Ethics, the presiding officer shall rule it out of order.

If a motion to adopt a nonbinding resolution of censure stating particular grounds under the adopted Code of Ethics has been made, the members of the governing board shall debate the motion. The accused member shall be allowed to participate in the debate, but shall not vote on the motion to adopt the resolution.

At the conclusion of the debate, the board shall vote on the resolution. If the motion to adopt the nonbinding resolution of censure is approved by a majority vote of those present and voting, a quorum being present, the motion passes and the nonbinding resolution of censure is adopted.

The text of the nonbinding resolution of censure shall be made a part of the minutes of the city council. Any recording of the council's proceedings shall be approved by the city council as a permanent part of the council's minutes. The proceedings shall then be considered concluded, the governing board having done all that it legally can with respect to the matter in question.

Section 7. ~~This Code of Ethics should not be considered a substitute for the law or for a council member's best judgment.~~

Section 8. This Code of Ethics should not be considered a substitute for the law or for a council member's best judgment.

~~[This Code of Ethics was initially adopted on December 9, 2010, and was most recently amended on December 5, 2024.]~~

- (i) **Approval of an Ordinance Setting the Asheboro City Council's Schedule for Regular Meetings During the 2025 Calendar Year**

ORDINANCE NUMBER ~~40 ORD 12-24~~ 45 ORD 12-24

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AN ORDINANCE SETTING THE TIME AND DATES FOR REGULAR MEETINGS
OF THE ASHEBORO CITY COUNCIL DURING THE
2025 CALENDAR YEAR**

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

WHEREAS, the Asheboro City Council has concluded that its regular meetings in 2025 should begin an hour earlier than has been the practice during recent years.

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

Section 1. During the 2025 calendar year, and subject to any notices to the contrary issued in accordance with the applicable statutes and ordinances, regular meetings of the Asheboro City Council will begin at 6:00 p.m. on the dates listed herein and will be held in the Council Chamber, which is located on the second floor in Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203.

Section 2. For purposes of clarity, the schedule for regular meetings of the Asheboro City Council during the 2025 calendar year is printed below.

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

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

Section 4. This Ordinance shall become effective upon adoption and shall sunset at midnight on December 31, 2025.

This Ordinance was adopted in open session during a regular meeting of the Asheboro City Council held on December 5, 2024.

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

ATTEST:

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

(j) **Approval of an Ordinance to Amend the General Fund**

41 ORD 12-24 46 ORD 12-24

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

WHEREAS, On October 10, 2024, the City Council approved the allocation of \$650,000 to be transferred to the Asheboro Housing Development Fund.

WHEREAS, an incorrect account 10-000-211.6200 was used in this budget amendment.

WHEREAS, the correct account that should have been used in the amendment was expense line item 10-490-562.0000.

WHEREAS, adjustment needs to me made to correct the accounting.

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

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

<u>Account #</u>	<u>Account Description</u>	<u>Increase</u>
10-000-211.6200	Due to Asheboro Housing Development Fund	(650,000)
10-490-562.0000	Transfer to Asheboro Housing Development	650,000
		<u>\$0</u>

Adopted this the 5th day of December 2024.

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

ATTEST:

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

- (k) **Approval of an Ordinance to Amend the Water and Sewer Fund to Allow Economic Development Along East Dixie Drive and East Presnell Street**

42 ORD 12-24 47 ORD 12-24

**ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2023-2024**

WHEREAS, in the 2024-2025 adopted budget, the approved allocation for contracted services in the Wastewater Treatment Plant is \$700,000 with \$500,000 allocated for the replacement of valves in the NIT pump station and \$200,000 to replace Softstart for AB Blowers.

WHEREAS, at the time of the budget approval, the need for a Lift Station at James River Equipment on Presnell Street for future economic development purposes was identified and discussed in budget meetings but was not determined to be a higher priority than the replacement of the valves in the NIT pump station.

WHEREAS, as more information has come available about anticipated economic development along East Dixie Drive and East Presnell Street, the City Manager has determined that the Lift Station at James River Equipment is a higher priority than the NIT pump station and has requested the reallocation of funding for the Lift Station.

WHEREAS, the City of Asheboro desires to amend the 2024-2025 budget as required by law to adjust for changes in revenues and expenditures.

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 expense line items be decreased / increased:

<u>Line Item</u>	<u>Description</u>	<u>Change</u>
30-830-545.0000	Contracted Services	(500,000)
30-870-545.0000	Contracted Services	<u>500,000</u>
	Net change	0

Adopted this 5th day of December 2024,

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

ATTEST:

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

9. Community Development Items:

- (a) **Quasi-Judicial Hearing (Case No. SUP-24-02):** An application for a Special Use Permit for property located at 727 Jaco Caudill Drive totaling approximately 9.5 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7740511663, to authorize a new land use classified as "Signs, Off premise Billboard and Poster Panel, etc."

Community Development Director John Evans presented a written request from the applicant to continue the above-referenced case to the council's next regular meeting in January 2025. Council Member Heath moved, and Council Member Swiers seconded the motion to continue the above-referenced land use case. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

- (b) **Legislative Hearing (Case No. RZ-24-22):** An application to rezone property located 1449 and 1453 Old Liberty Road (Randolph County Parcel Identification Numbers 7773034780 and 7773035267) from R10 Medium-Density Residential to I1 (CZ) Light Industrial Conditional Zoning.

Mayor Smith opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-24-22. 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 Donna Hughes.

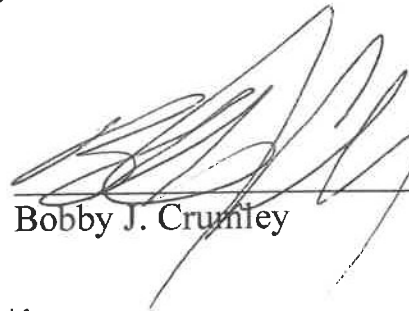
The land for which the above-described zoning has been requested is located at 1449 and 1453 Old Liberty Road. The property is approximately 1.35 acres in size, and is specifically identified by Randolph County Parcel Identification Numbers 7773034780 and 7773035627 (this property will be hereinafter referred to as the "Zoning Lot").

OATH OF OFFICE

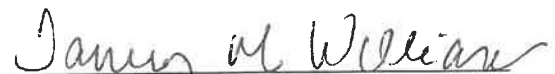
ASHEBORO AIRPORT AUTHORITY MEMBER

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.


Bobby J. Crumley

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


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.



Stephen R Knight
Stephen R. Knight

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

Tammy M. Williams
Tammy M. Williams
Deputy City Clerk

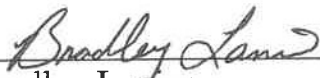
OATH OF OFFICE

ASHEBORO AIRPORT AUTHORITY MEMBER

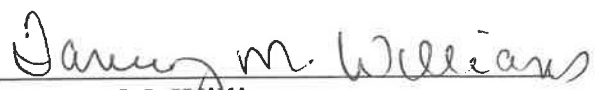
STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

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.




Bradley Lanier

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


Tammy M. Williams
Deputy City Clerk

OATH OF OFFICE

ASHEBORO AIRPORT AUTHORITY MEMBER

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

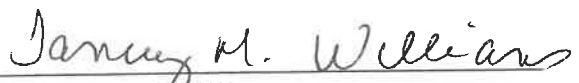
I, Mark Vuncannon, do solemnly and sincerely affirm that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government 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.





Mark Vuncannon

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



Tammy M. Williams
Deputy City Clerk

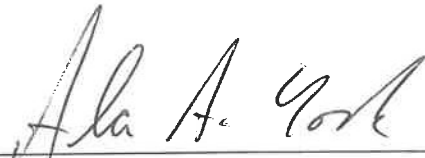
OATH OF OFFICE

ASHEBORO AIRPORT AUTHORITY MEMBER

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

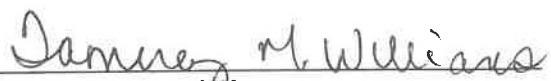
I, Alan York, do solemnly and sincerely affirm that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; 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.





Alan York

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



Tammy M. Williams
Deputy City Clerk

**ACCOUNTS RECEIVABLE
SALT/BRINE REIMBURSEMENT AGREEMENT
1000024835**

AGREEMENT OVERVIEW

NORTH CAROLINA
RANDOLPH COUNTY

DATE: 2/18/2025

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

WBS ELEMENTS: 36249.5001

AND

CITY OF ASHEBORO

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT ("Project"): The Department shall provide deicing salt to the City of Asheboro upon request, provided the Department has an adequate supply of materials to meet their own needs and pickup requests do not interfere with imminent preparations of storm response. The estimated cost includes labor and handling.

ESTIMATED COST TO OTHER PARTY: \$ 128.71 / ton for deicing salt and \$0.31 / gallon for salt brine, plus labor and handling

PAYMENT TERMS: The Department will invoice the City of Asheboro upon completion of the Project.

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This Agreement is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the City of Asheboro, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, the **Municipality** is authorized by House Bill 881 to purchase deicing salt/salt brine from the **Department** for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the **Municipality** has agreed to reimburse the **Department** for the deicing salt as hereinafter set out.

NOW THEREFORE, the **Parties** do hereby covenant and agree as follows:

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall provide deicing salt to the **Municipality**. The **Municipality** understands that the materials to be provided are contingent upon the **Department** having an adequate supply of said materials.

B. MUNICIPALITY

The **Municipality** shall be responsible for picking up the materials at the Randolph County Maintenance facility, giving a minimum of 24-hour notice and hauling the material within the **Municipality**.

III. COSTS AND FUNDING

A. PROJECT COSTS

The estimated cost to the Municipality is 128.71 per ton of deicing salt and \$0.31 per gallon of salt brine.

B. PAYMENT BY THE OTHER PARTY

- i. The Municipality shall reimburse the Department within sixty (60) days of billing by the Department. Billing will be based upon the Department's inventory price and/or replacement cost, whichever is greater, and actual quantities purchased. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.
- ii. If the Municipality fails to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.2 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

IV. TIMEFRAME

A. DURATION

This Agreement shall be for a period of one (1) year from the date of execution of this Agreement. At the end of the year, the results may be reviewed by the Department and the Municipality and extended in writing for one-year increments, incorporating any mutually agreed upon cost adjustments.

B. EXTENSION

Extensions to this Agreement will be agreed upon in writing by all **Parties** prior to being implemented. A Supplemental Agreement is not needed.

V. STANDARD PROVISIONS

A. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

B. FACSIMILE

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the **Parties** agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

C. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

D. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

E. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

F. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

G. DOCUSIGN

The **Department** and the **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **Municipality**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and the **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes the **Department's** signature as if actually signed by the **Department** in writing or the **Municipality's** signature as if actually signed by the **Municipality** in writing. The **Department** and the **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and the **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

H. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department is subject to the conditions of this Agreement.

**ACCOUNTS RECEIVABLE
SALT/BRINE REIMBURSEMENT AGREEMENT
1000024835**

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

CITY OF ASHEBORO

FED TAX ID NO: _____

Finance Officer: _____

REMITTANCE ADDRESS:

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

**ACCOUNTS RECEIVABLE
SALT/BRINE REIMBURSEMENT AGREEMENT
1000024835**

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES ONLY)

ATTEST: _____	Authorized Signer: _____
BY: _____	Print Name: _____
TITLE: _____	Title: _____
	Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

CITY OF ASHEBORO

FED TAX ID NO: _____	Finance Officer: _____
REMITTANCE ADDRESS: _____	Print Name: _____
_____	Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)



Quasi-Judicial Hearing (Case No. SUP-25-01): An application for a Special Use Permit for property located at 1730 South Fayetteville St. 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."

SPECIAL USE PERMIT STAFF REPORT

SUP Case No. **SUP-25-01**

3/6/2025 City Council

General Information

Applicant Tella Billboards LLC

Address PO Box 3207

City Asheboro NC 27204

Phone 336-963-0201

Location 1730 S. Fayetteville St.

Requested Action Special Use Permit for Billboard

Existing Zone I2

Size 0.14 +/- Acres

Existing Land Use Rental/Sales of Domestic Vehicles

Pin # 7750742451

Applicants Reason as stated on application

Construct 12x24 lighted monopole construction outdoor advertising. 35' overall height

Surrounding Land Use

North Industrial

East Commercial

South Industrial

West Golf Course

Zoning History None

Growth Strategy Map Primary Growth

Proposed LDP Map Commercial

Legal Description

1730 South Fayetteville Street, totaling approximately 0.14 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7750742451

Analysis

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. S. Fayetteville St. 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.

LDP Conformity Issues

One key LDP policy related to signs is: 3.2.3 The City will require signs that blend harmoniously with the surrounding streetscape and other architectural elements of a site, such as requiring monument style signs that match building architecture. landscaping around signs. and unified sign plans for large-scale developments.

SPECIAL USE PERMIT STAFF REPORT

SUP Case No. SUP-25-01

Page 2

Staff Comments

NOTE: If any Special Use is discontinued for a period of 180 days;or the permit is not initiated within 180 days;or replaced by a use otherwise permitted in the zoning district, it shall be deemed abandoned and the Special Use Permit shall be null and void and of no effect.

Suggested Conditions

DRAFT CONDITIONS AS OF 2-28-25:

(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.

SPECIAL USE PERMIT STAFF REPORT

SUP No. SUP-25-01

Page 3

For Special Use Permit Hearings:

The following tests shall be found in favor of the applicant by the City Council.

1. 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.
2. That the use meets all required conditions and specifications of the Asheboro Zoning Ordinance.
3. That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity, and,
4. 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.

SUP Requirements

Section 5.05(19) Signs, Off Premise.

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

- (1) Off premise signs may only be located along existing major thoroughfares or freeways as identified by the adopted Asheboro Thoroughfare Plan.
- (2) The zoning district shall have at least 1,000 linear feet frontage along the major thoroughfare or freeway in question.
- (3) Off premise sign structures shall be located a minimum of 1,000 linear feet apart as measured along the center line of the major thoroughfare or freeway. Only one off premise sign structure may occur every 1,000 linear feet.
- (4) Off premise signs shall not exceed thirty-five (35) feet in height.
- (5) Off premise signs shall be rectangular in shape and no part of the advertising face or copy shall extend or protrude beyond the outer limits of the rectangle.
- (6) No portion of the off premise sign supporting structure shall be visible above the rectangular sign face.
- (7) Off premise signs shall be limited to freestanding ground signs, only.
- (8) No additional signs shall be permitted on any part of the supporting structure or bracing of an off premise sign.
- (9) A billboard sign face area shall not exceed three-hundred (300) square feet in size.
- (10) Off premise signs may only be single-faced, double-faced (back to back) or multi-faced provided that:
 - (a) The total sign faces in any one direction do not exceed size requirements set forth in (9) above.
 - (b) There is a definite distinction (such as a 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.

SURVEY AND ACCURACY

I, AARON CARTER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. (DEED DESCRIPTION RECORDED IN BOOK 2006, PAGE 1339); THAT THE BOUNDARIES AND OTHER LINES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED OR BROKEN; THAT THE RATIO PRECISION OF POSITIONAL ACCURACY AS CALCULATED IS 1:10,000+; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-10.2; AND WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 19TH DAY OF FEBRUARY, A.D., 2025.

PROFESSIONAL LAND SURVEYOR L-5519
I, AARON CARTER, PROFESSIONAL LAND SURVEYOR, L-5519, CERTIFY THAT THIS IS A SURVEY THAT:

(114) IS OF ANOTHER EXISTING PARCEL, AND THE SURVEYOR HAS BEEN EXEMPTED OR RECEIVED AS SUCH.

PRELIMINARY

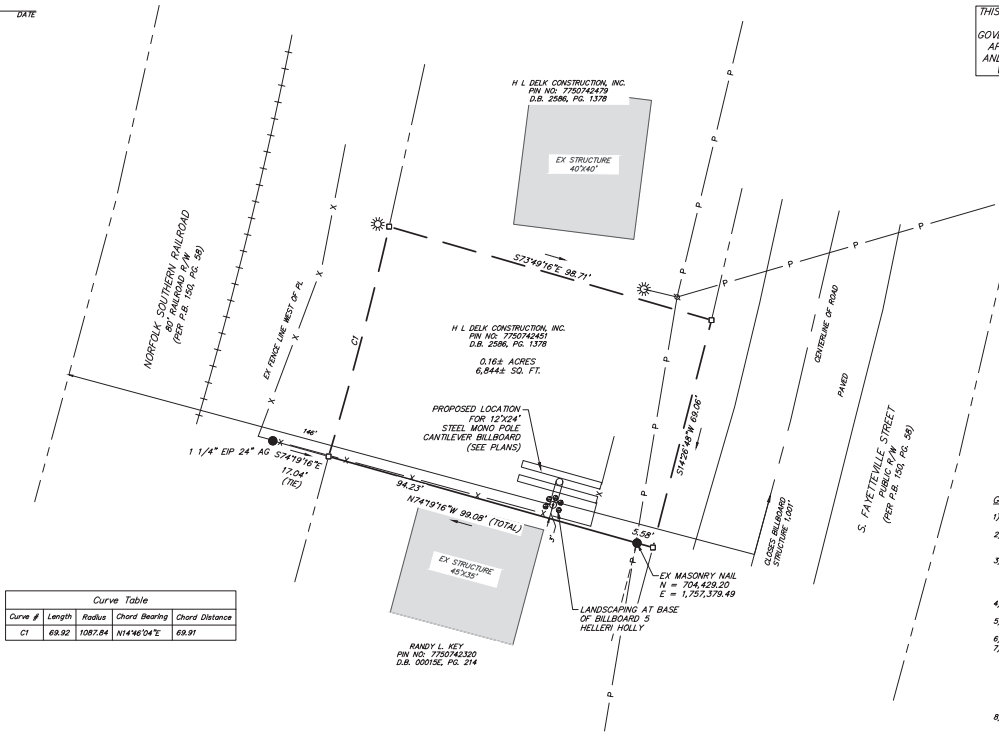


* NO REMOVAL OF EXISTING VEGETATION.

PROFESSIONAL LAND SURVEYOR DATE

I, AARON CARTER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PREPARE THE SURVEY:

- (1) CLASS OF SURVEY: A
- (2) POSITIONAL ACCURACY: 0.10"
- (3) TYPE OF GPS FIELD PROCEDURE: RTK
- (4) DATE OF SURVEY: 12/21/2024
- (5) DATUM/EPOCH: NAD 83 (2011)
- (6) PUBLISHED FIXED-CORRECTION USED: NCNRS
- (7) GEOD MODEL: 12B
- (8) COMBINED STD FACTORS: 0.99990542
- (9) UNITS: U.S. SURVEY FEET



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
CT	68.92	1087.64	N14°40'34\"	68.91

LEGEND

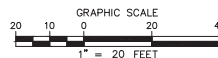
- EXISTING IRON PIPE/ROD
- NEW IRON ROD SET
- COMPUTED POINT (NOT SET)
- UTILITY POLE
- ⊗ LAMP POST
- ⊗ SHRUB / TREE

ADJACENT LINE
LINE SURVEYED
DEED LINE
RIGHT OF WAY
FENCE
EDGE OF PAVEMENT
OVERHEAD POWER
RAILROAD TRACKS

ABBREVIATIONS

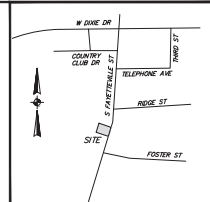
EP = EXISTING IRON PIPE/PIN
IR = EXISTING IRON ROD
R/W = RIGHT OF WAY
AG = ABOVE GROUND
BG = BELOW GROUND
FL = FLOOD WITH GROUND

OWNER:
H L DELK CONSTRUCTION, INC.
3023 US HWY 64 W
ASHEBORO, NC 27205



GENERAL NOTES

- 1) THE PURPOSE OF THIS PLAT IS TO SHOW A NEW PROPOSED SIGN PLACEMENT - AS SHOWN HEREON.
- 2) THIS SURVEY IS OF AN EXISTING PARCEL(S) OF LAND AND IS BASED ON EXISTING EVIDENCE FOUND ON SITE AND THE AVAILABLE RECORDS RESEARCH.
- 3) FLOOD CERTIFICATION: THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SCALED FROM MAPS FURNISHED BY NORTH CAROLINA FLOOD PLAIN MAPPING PROGRAM DATED JANUARY 2, 2008. SUBJECT TO VERIFICATION BY DETAILED FLOOD MAP STUDY. SEE COMMUNITY PANEL NO. 2200220004.
- 4) ALL DISTANCES ARE HORIZONTAL GRID DISTANCES UNLESS NOTED OTHERWISE.
- 5) 1/2\"
- 6) METHOD OF COMPUTATION IS BY COORDINATE CALCULATION.
- 7) THE PROPERTY IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY PRIOR TO THE DATE OF THIS MAP WHICH WERE NOT APPARENT AT THE TIME OF MY INSPECTION AND MIGHT OTHERWISE BE DISCLOSED BY AN COMPLETE AND THOROUGH ATTORNEY'S TITLE OPINION, WHICH AS OF DATE SHOWN HEREON, HAS NOT BEEN SUPPLIED TO SUMMEY ENGINEERING ASSOCIATES. THERE MAY BE RIGHTS-OF-WAY, EASEMENTS, OR OTHER MATTERS OF RECORD AFFECTING THIS PROPERTY NOT SHOWN HEREON.
- 8) COORDINATES SHOWN ARE BASED ON THE NORTH CAROLINA GRID SYSTEM (NC2000), NAD 83 (2011), AND NAVD 88 (GEOID 12B), AND COORDINATES WERE OBTAINED USING THE NCNRS SYSTEM.
- 9) NO NCNRS MONUMENTS FOUND WITHIN 2000' OF SUBJECT PROPERTY.



VICINITY MAP
NOT TO SCALE

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLAT.

SITE PLAN FOR

TELLA BILLBOARDS, LLC

1730 S FAYETTEVILLE STREET
ASHEBORO TOWNSHIP - RANDOLPH COUNTY - NORTH CAROLINA

Summey Engineering Associates, PLLC
Engineering - Consulting - Surveying
P.O. Box 924, Asheboro, NC 27204

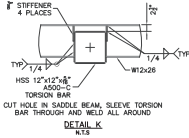
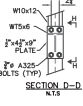
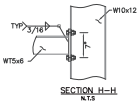
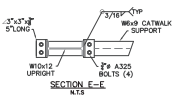
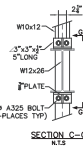
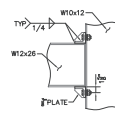
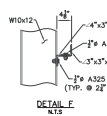
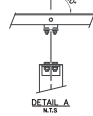
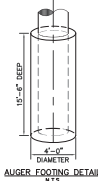
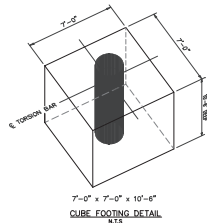
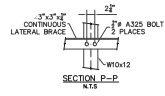
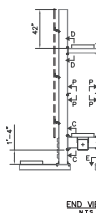
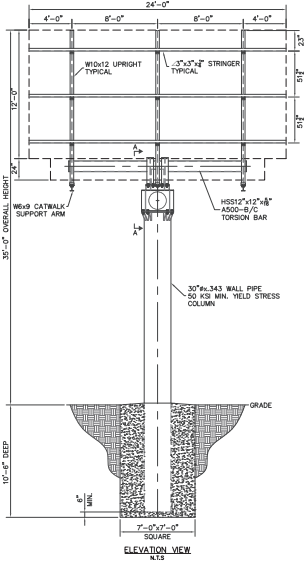
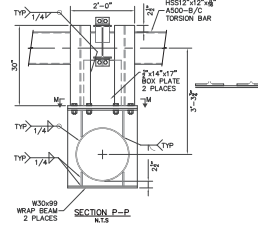
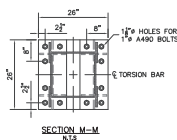
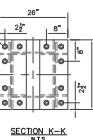
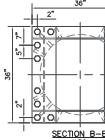
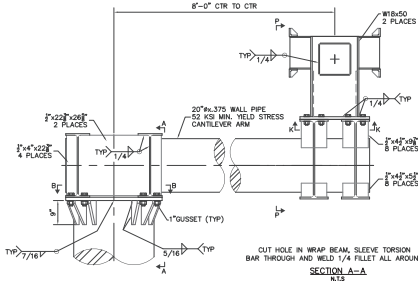
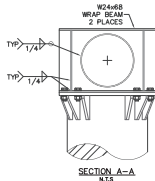
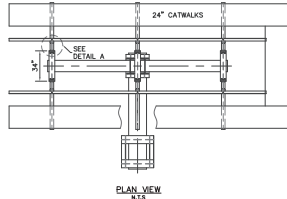


PL 174-12.0-0002 PL 174-12.0-0002 www.summeyengineering.com
NC ENGINEERING & SURVEYING FIRM CERTIFICATE OF AUTHORIZATION P-0038

Scale: 1\"/>

BOTH CONFIGURATIONS, AS DESIGNED, ARE CAPABLE OF SUPPORTING UP TO TWO (2) DIGITAL UNITS WEIGHING UP TO APPROXIMATELY 3,600# EACH.

NOTE: 24" UPPER & LOWER INSIDE CATWALKS NOT SHOWN FOR CLARITY



- GENERAL NOTES:**
- All design, detailing, fabricating and construction shall conform to the following codes and specifications:
 - The International Building Code (2015 Edition), North Carolina Building Code (2018 Edition) Risk category I/Exposure C.
 - American Society of Testing and Materials (ASTM) specifications.
 - Building Code Requirements for Reinforced Concrete (ACI 318-(Current Edition)).
 - Code for Welding in Building Construction of the American Welding Society (AWS) (Current Edition).
 - Specification for the Design, Fabrication and Erection of Structural Steel for Buildings by the American Institute of Steel Construction (AISC) (Current Edition).
 - Concrete shall be $f_c=2500$ P.S.I. ϕ 28 days Compressive Strength, Standard Weight (150 P.C.F.)
 - Reinforcing Steel (uncoated) shall be ASTM A-615 Grade 60.
 - All reinforcing steel shall be free from mud, oil, rust or coatings that would reduce or destroy bond.
 - All reinforcing bars shall be 30 diameters minimum, except as noted.
 - Minimum concrete cover on top, bottom and side bars shall be 3/4 inch for slab, wall and surfaces not exposed to weather or in contact with ground; 3 inches for reinforced surfaces deposited against the ground except as noted.
 - Structural Material Specifications
 - Structural Steel and Plates shall be A-36
 - W-Shape beams shall be (F_y=50 ksi) Minimum
 - Structural tubing shall be ASTM A-500, Grade B, (F_y=48 ksi)
 - Structural piling shall be ASTM A-53, Grade B, Type E or S, (F_y=35 ksi), ASTM A572 Grade 42 (F_y=42 ksi) or ASTM A572 Grade 50 (F_y=50 ksi), unless otherwise noted. (see drawing for individual member specifications).
 - Anchor Bolts (uncoated) shall be ASTM A-325, unless otherwise noted.
 - High strength bolts for connections shall be ASTM A-325, unless otherwise noted.
 - Welding electrodes shall comply with AWS D1.1-(Current Edition), E70xx.
 - Design Wind Speed= 115 MPH (13.0 C/N/C.B.C.) Equivalent Wind Load= 26.22 P.S.F. ϕ 35'-0" above the ground, (3 Sec. Wind Gusts). Exposure B, I=1.0, G=0.85.
 - Soil Bearing Capacity Requirements
 - Spread Footings shall be ≥ 2000 P.S.F.
 - Cube or Auger Footing: Minimum Lateral Soil Bearing Capacity shall be (200 P.S.F. + 2 $\times$ 2500 P.S.F. per foot of depth. (See Soil Report for details)
 - Contractor shall verify all dimensions and conditions in the field before erection and notify the Engineer of any discrepancies.
 - Safety of pipes having an equal diameter, wall and joint is permitted. A full penetration weld all around (per AWS D1.1) shall be used and must be performed by a certified welder. Splices shall not be within one half of the penetration depth below grade, within 10' above grade or within 10' above intersecting pipes. Unless noted otherwise.
 - The structure shown, as designed, is capable of supporting up to two (2) digital displays weighing up to approximately 3,600# each.

NOTICE: This drawing is for permit procurement purposes only and is for the sole use of T.E.S. and it's designers. Unauthorised use is strictly prohibited.

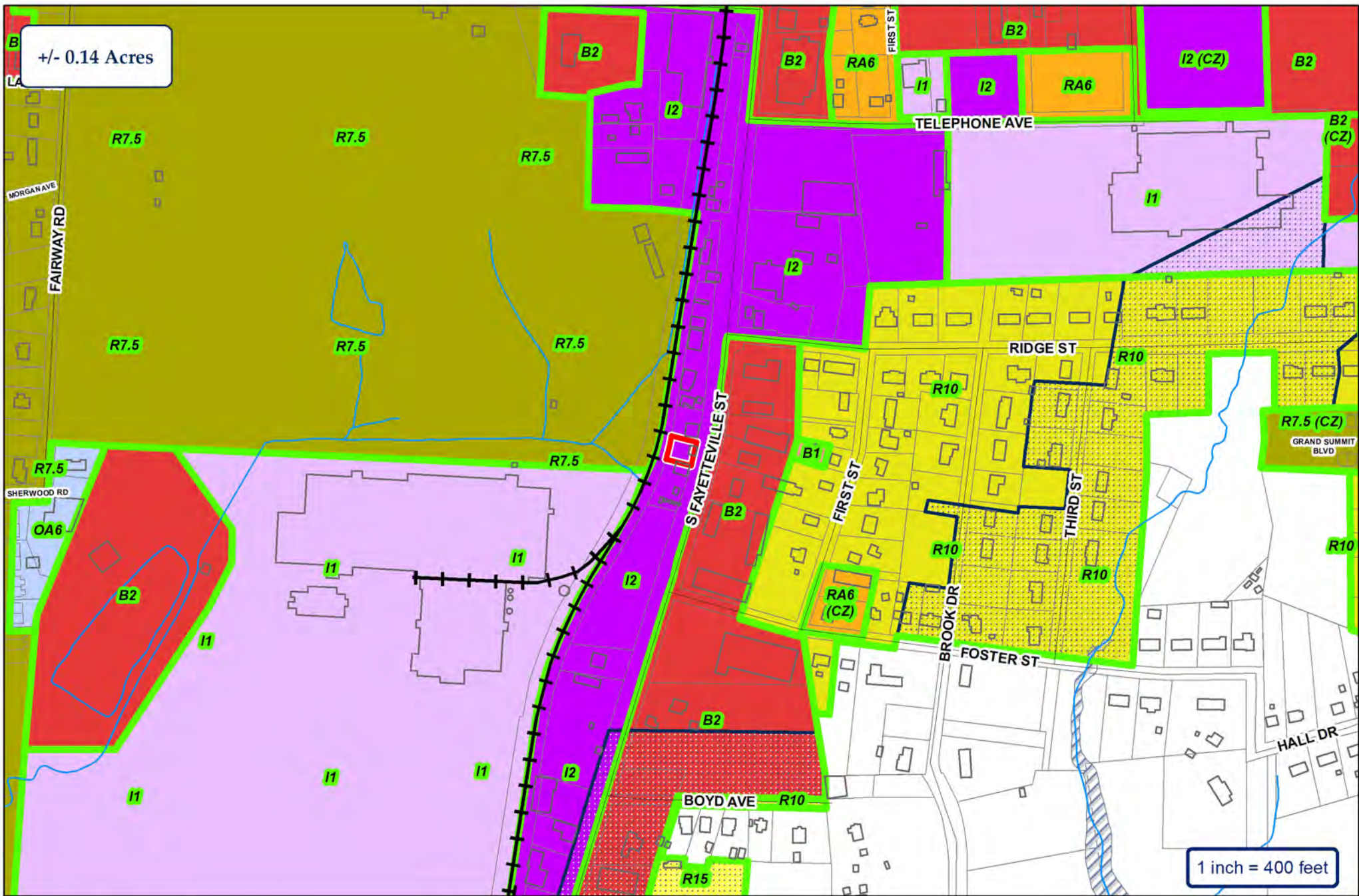
Selective Structures, LLC
811 East Avenue
Athens, TN 37303

DESCRIPTION:
12'-0" x 24'-0" CM. BB, 8' Cant.,
@ 35'-0" O.A.H.
Location: 1730 Fayetteville Street
Asheboro, NC

THOMPSON ENGINEERING SERVICES, LLC
Serving The Industry Since 1984
Phone: (423) 814-6356 Email: carl@teseng.com
P.O. Box 458, Madisonville, TN 37354

REVISIONS	
R1-	
DESIGN BY:	TGS
DATE:	02/25/25
DESIGNED BY:	Permitting
CHECKED BY:	1/4"=1'-0"
PROJECT:	008125
DWG.#:	ED-11487
REVISION#:	1 OF 1

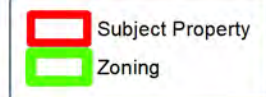
CARL R. THOMPSON, JR., P.E.



City of Asheboro Planning & Zoning Department

Special Use Permit: SUP-25-01

Parcels: 7750742451



+/- 0.14 Acres

R7.5

R7.5

F

I1

I1

I2

I2

I2

I1

R10

R10

RA6 (CZ)

R10

R10

R10

B2

B2

B2

B2

B2

B2

RIDGE ST

FIRST ST

SEAYETTEVILLE ST

BROOK DR

1 inch = 200 feet

Map_ID	Owner
A	H L DELK CONSTRUCTION INC
B	H L DELK CONSTRUCTION INC
C	CAGLE, JAMES H
D	CHRISCOE, ROGER C (CHRISCOE, KATHY C)
E	KEY, RANDY L
F	ASHEBORO GOLF COURSE

City of Asheboro Planning & Zoning Department

Special Use Permit: SUP-25-01

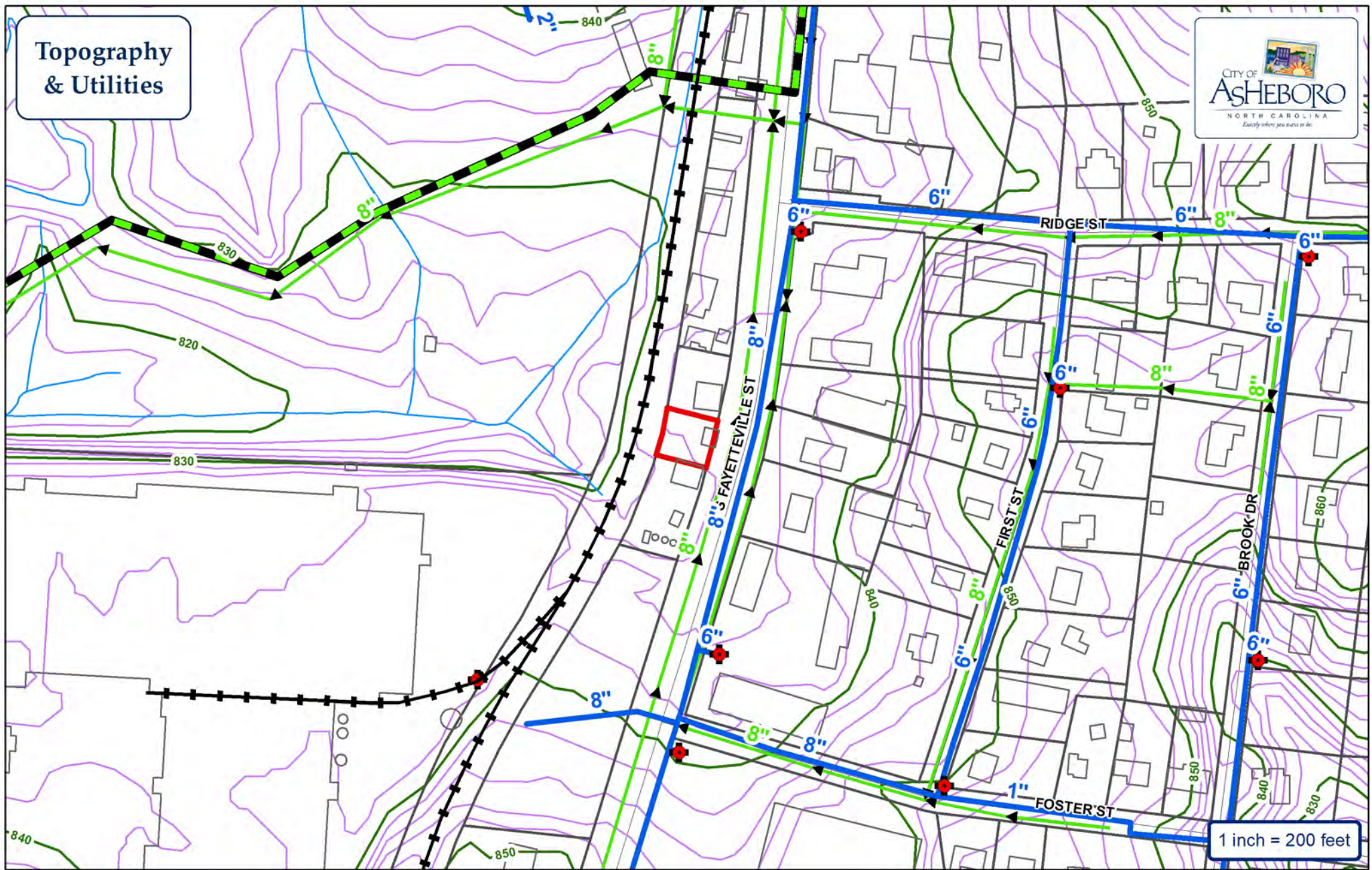
Parcels: 7750742451



- Subject Property
- Adjoining Properties
- City Zoning



Topography & Utilities



- | | |
|---|--|
|  Water Main |  Fire Hydrant |
|  Sewer Main |  Pump Station |
|  Force Main |  Watershed |

City of Asheboro Planning & Zoning Department

Special Use Permit: SUP-25-01

Parcels: 7750742451

 Subject Property





City of Asheboro Planning & Zoning Department

Special Use Permit: SUP-25-01

Parcels: 7750742451

 Subject Property



APPLICANT INFORMATION

Applicant Tella Billboards LLC Applicant's Phone # 336 963-0201

Applicant's Address P.O. Box 3207
Asheboro, NC 27204

Applicant email address tellabillboards@gmail.com

PROPERTY INFORMATION

Property Owner's Name HL Dolk Construction Inc.

Location of Property 1730 S. Fayetteville St. Property Size (ac. or s.f.) 0.14

Randolph County Property Identification Number(s) (PIN#) 7750342451

Current Zoning District 42

Date Property Title Acquired 3/1/2018 Deed Book 2586 Page 1378

Subdivision _____ Section _____ Lot # _____

Plat Book _____ Page _____

SPECIAL USE PERMIT INFORMATION

Application is hereby made to the City of Asheboro for a Special Use Permit for the following purpose:

Construct 12x24 lighted mono pole construction
outdoor advertising, 35' overall height.

APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for a Special Use Permit rests with the applicant.

No application for a Special Use Permit will be advertised for public hearing until the Planning and Zoning Department has received the required materials. If all required materials are not received prior to the specified deadlines, this will result in delays in the case being heard.

If any Special Use Permit is discontinued for a period of 12 months; or the permit is not initiated within 12 months; or replaced by a use otherwise permitted in the zoning district, it shall be deemed abandoned and the Special Use Permit shall be null and void and of no effect.

Applicant Signature

Tellus Gilkerson LLC

Printed Name of Authorized Signatory (if different from Applicant)

Tom Schneider

Position/Relationship of Authorized Signatory to Applicant

Manager

Owner Signature (if different than Applicant)

Mc Delle Construction Inc.
By Susan M Delle

Owner Address

3023 Hwy 64 West
Asheboro, NC 27205

Telephone Number

336-625-6374

Printed Name of Authorized Signatory (if different from Owner)

Susan M Delle

Position/Relationship of Authorized Signatory to Owner

VP

STAFF USE

Received by: JTL Date: 1-7-25 Case Number: Sup 25-01

SPECIAL USE PERMIT PROCEDURE INFORMATION

The granting of a Special Use Permit is a quasi-judicial process requiring sworn testimony. The testimony given should be directed at providing evidence that supports the application. Such evidence shall address the following four items. Failure to address these items will result in the delay or denial of your request.

- 1) 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.
- 2) That the use meets all required conditions and specifications.
- 3) That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity, and
- 4) 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.

The City Council shall make these general findings based upon substantial evidence contained in the proceedings. It shall be the responsibility of the applicant to present evidence in the form of testimony, exhibits, documents, models, plans, and the like to support the application for approval of a Special Use Permit.

I have read and received a copy of the above information regarding the testimony and the evidence required at the public hearing for the Special Use Permit for which I have made an application. I understand my responsibilities in this matter. I have also received the opinion of the North Carolina Bar Association regarding legal representation in quasi-judicial proceedings.

Applicant

Tello Billboards LLC by

Date

1/7/2025

Received by staff:

1-7-25

This document presented and filed:

03/01/2018 02:18:15 PM

DEED

Fee \$26.00 Excise Tax: \$100.00



20056632

Randolph County North Carolina
Krista M. Lowe, Register of Deeds

✓ p/w

This instrument drafted by: IVEY & EGGLESTON, Attorneys at Law
111 Worth Street, Asheboro, NC 27203
After recording, mail to: 3023 Highway 64 West, Asheboro, NC 27203

STATE OF NORTH CAROLINA) Revenue: \$ 100.00
Randolph County)
DEED)

This deed, made and entered into this 1st day of March, 2018 by and between **JAMES ODELL KEY AND JACK T. MCCOLLUM, Co-Executors of the Estate of VAN WHITE MCGILL**; whose address is 3594 Lassiter Mill Rd., Asheboro, NC 27205 ("Grantors"), **H. L. Delk Construction, Inc.**, of Randolph County, North Carolina ("Grantees"), whose address is: 3023 Highway 64 West, Asheboro, NC 27203

WITNESSETH:

That whereas **VAN WHITE MCGILL**, late of Randolph County, North Carolina, died testate on the 11th day of April, 2015; and

Whereas, **JAMES ODELL KEY AND JACK T. MCCOLLUM**, qualified as Co-Executors of the Estate of **VAN WHITE MCGILL** before the Clerk of Superior Court of Randolph County, Estates File 15-E-347;

Whereas, the Notice to Creditors of the Estate of **VAN WHITE MCGILL** was first published on August 6th 2015; and

Whereas, the said **VAN WHITE MCGILL** at the time of his death was seized of the lands hereinafter described; and

Whereas, more than two (2) years have passed since the death of the said **VAN WHITE MCGILL**; and

Whereas, the said **Estate of VAN WHITE MCGILL** is now the owner of said lands and have the legal right to make this conveyance; and

Whereas, **JAMES ODELL KEY AND JACK T. MCCOLLUM**, as Co-Executors of the Estate of **VAN WHITE MCGILL** joins in this conveyance;

Now, therefore, the said Grantor, for and in consideration of the sum of Ten Dollars to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell, and convey **their undivided interest** unto the said Grantee, and their heirs and assigns, a certain tract or parcel of land lying and being in Randolph County, North Carolina, in Asheboro Township, and more particularly described as follows:

Tract No. 1: 1730 S. Fayetteville St., Asheboro, NC (PIN: 7750742451)

In Asheboro Township on the West side of the Old Plank Road, being a part of what is or was now or formerly known as the McAdan land, beginning at a stake on the West side of the Old Plank Road running North 73-1/2 degrees West to a stake Norfolk-Southern Railroad right of way; thence South 19 degrees West 70 feet along railroad right of way to an iron stake; thence South 74 degrees East 99 feet to a stake in the edge of Old Plank Road; thence North 12 degrees East along West side of old Plank Road 70 feet to the beginning corner. See Book 210, page 541, less any property taken by any governmental agency.

Tract No. 2: 1724 S. Fayetteville St., Asheboro, NC (PIN: 7750742479)

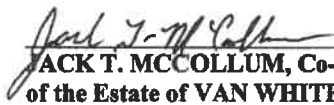
BEGINNING at a point in the center of South Fayetteville Street (U.S. Highway 220), said point being South 16 degrees 45 minutes West 250 feet from the intersection of the center line of Ridge Street as extended with the center line of South Fayetteville Street; thence South 16 degrees 45 minutes West 100 feet to a point in the center of South Fayetteville Street (U.S. Highway 220); thence North 69 degrees 42 minutes West 129.47 feet with the Southern Oil Company line to an iron pipe in the eastern right of way of the Railroad; thence with the eastern railroad right of way North 17 degrees 02 minutes East 100 feet to an iron pipe, Randolph Oil Company corner in the line of said railroad right of way; thence with the Randolph Oil Company line South 69 degrees 41 minutes East 128.98 feet to the BEGINNING corner, together with all improvements thereon; subject, however, to the right of way of North Carolina State Highway Commission in its use of said South Fayetteville Street (U.S. Highway 220).

And the said **JAMES ODELL KEY AND JACK T. MCCOLLUM**, Co-Executors of the **Estate of VAN WHITE MCGILL** does covenant that they are seized of said lands in fee and has the right to convey the same in fee simple, that the same are free and clear of all encumbrances, and that they will warrant and defend the title herein conveyed against the lawful claims of all persons whomsoever.

JAMES ODELL KEY AND JACK T. MCCOLLUM, Co-Executors of the Estate of VAN WHITE MCGILL joins in this sale and conveyance of the above-described lands to the Grantee pursuant to and under the provisions of *North Carolina General Statute 28A-17-12(a)(2)*.

In Testimony Whereof, the said Grantor have hereunto set their hand and seal the day and year first above-written.

 (SEAL)
JAMES ODELL KEY, Co-Executor
 of the Estate of VAN WHITE MCGILL

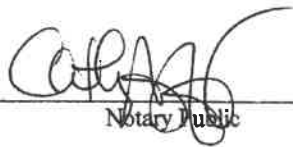
 (SEAL)
JACK T. MCCOLLUM, Co-Executor
 of the Estate of VAN WHITE MCGILL

STATE OF NORTH CAROLINA
 COUNTY OF RANDOLPH

I, Cathy Ashcraft-Edley, a Notary Public of the County and State aforesaid, certify that **JAMES ODELL KEY and JACK T. MCCOLLUM, as Co-Executors of the Estate of VAN WHITE MCGILL, Grantor**, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1 day of March 2018.

My commission expires: 11/16/2021




 Notary Public

This document presented and filed:

03/01/2018 02:18:15 PM

DEED

Fee \$26.00 Excise Tax: \$100.00



20056632

Randolph County North Carolina
 Krista M. Lowe, Register of Deeds

✓ p/w

This instrument drafted by: IVEY & EGGLESTON, Attorneys at Law
 111 Worth Street, Asheboro, NC 27203
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STATE OF NORTH CAROLINA	)	Revenue: \$ 100.00
Randolph County	)	
	)	DEED
	)	

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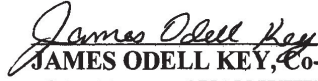
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JAMES ODELL KEY, Co-Executor
of the Estate of VAN WHITE MCGILL

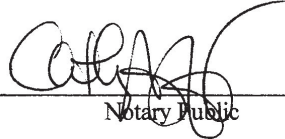
 (SEAL)
JACK T. MCCOLLUM, Co-Executor
of the Estate of VAN WHITE MCGILL

STATE OF NORTH CAROLINA
 COUNTY OF RANDOLPH

I, Cathy Ashcraft-Edley, a Notary Public of the County and State aforesaid, certify that **JAMES ODELL KEY and JACK T. MCCOLLUM, as Co-Executors of the Estate of VAN WHITE MCGILL, Grantor**, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1 day of March 2018.

My commission expires: 11/16/2021




 Notary Public



RZ-25-02

Request to rezone property located approximately 100 feet east of Ridgewood Circle and identified by Randolph County Parcel Identification Number 7762740259 to an amended RA6 (CZ) High-Density Residential Conditional Zoning district for a Residential Planned Unit Development consisting of 10 townhome-style dwellings

1. Request	
Applicant: William “Lanny” Hedrick	Property Owner: Davidson Land Development, LLC
Zoning <i>Existing:</i> RA6 (CZ) for Planned Unit Development with 10 dwellings <i>Proposed:</i> RA6 (CZ) for Planned Unit Development with 10 dwellings (modified) <i>History:</i> 1. Council approved residential Planned Unit Development in 2001 (CUP-01-26). 2. Conditional Zoning for a residential Planned Unit Development consisting of 10 townhomes was approved in 2018 (RZ-CUP-18-10). 3. Conditional Zoning for a residential Planned Unit Development consisting of 16 townhomes was denied in 2021 (RZ-21-07).	
Required Notice Mailed Notice by Applicant: The applicant indicated that notifications were mailed to abutting property owners on Thursday, January 23, 2025, within the time prescribed by the zoning ordinance. Mailed Notice by Staff: 2-20-25 Published Notice: 2-18-25 & 2-25-25 Posted Notice: 2-13-25	

2. Site Information	
Location	East Allred Street
PIN	7762740259
Size	3.67 acres +/- (per site plan)
Jurisdiction	Within Asheboro City limits
Current Land Use	Undeveloped (Residential PUD under construction)
Overlay Districts	N/A
Infrastructure	City water extends along East Allred Street. A sewer easement exists within the property.
Transportation Street Classification: East Allred Street is a minor thoroughfare. Maintenance: East Allred Street is state-maintained. Other Notes: NCDOT’s available traffic count data indicates a total of 800 Annual Average Daily Traffic. The 2014 Asheboro Comprehensive Transportation Plan indicates East Allred Street has a capacity of 9,500 vehicles per day. The plan has been routed to NCDOT. NCDOT had indicated that no additional driveway permit was required when the request was for a - proposed increase from 10 to 14 units (see attached email).	
Surrounding Land Use North: Single-Family/Undeveloped South: Single-Family/Undeveloped	

East: Undeveloped
West: Single-Family/Undeveloped

3. Staff Analysis

- 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 City Council. That request was denied due to 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 site plan indicates that the units are outside of the 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' wide 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.

4. Modifications to Ordinance Regulations

- (+) Residential Planned Unit Developments are required to have a minimum of 2 spaces per dwelling, plus an additional 10% added for visitor parking. This requires 20 spaces for residents and 2 spaces for visitors= 22 spaces total. The plan includes a total of 3 parking spaces per dwelling for residents (2 in driveways; 1 in garages) plus 3 spaces for visitors= 33 spaces total in addition to permitted parking on one side of Cane Creek Court.
- (+) The Screen "A" and current approved plan, requires either a solid 6' solid wooden fence (among other permitted fences/walls) OR a hedge with shrubs that grow to 6' minimum at maturity planted 5' apart on center. The site plan includes both screening features along the eastern boundary of the property.

5. Summary of Proposed Zoning Conditions (subject to change prior to final report)

- (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 Ordinance.

(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 shall, 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 a 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 required 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.

6. Land Development Plan Consistency and Reasonableness

Proposed Land Use Map	Neighborhood Residential
Growth Strategy Map	Primary Growth Area
Small Area Map	East

LDP Goals/Policies Supporting 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 Not Supporting 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%.

Staff Proposed 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.

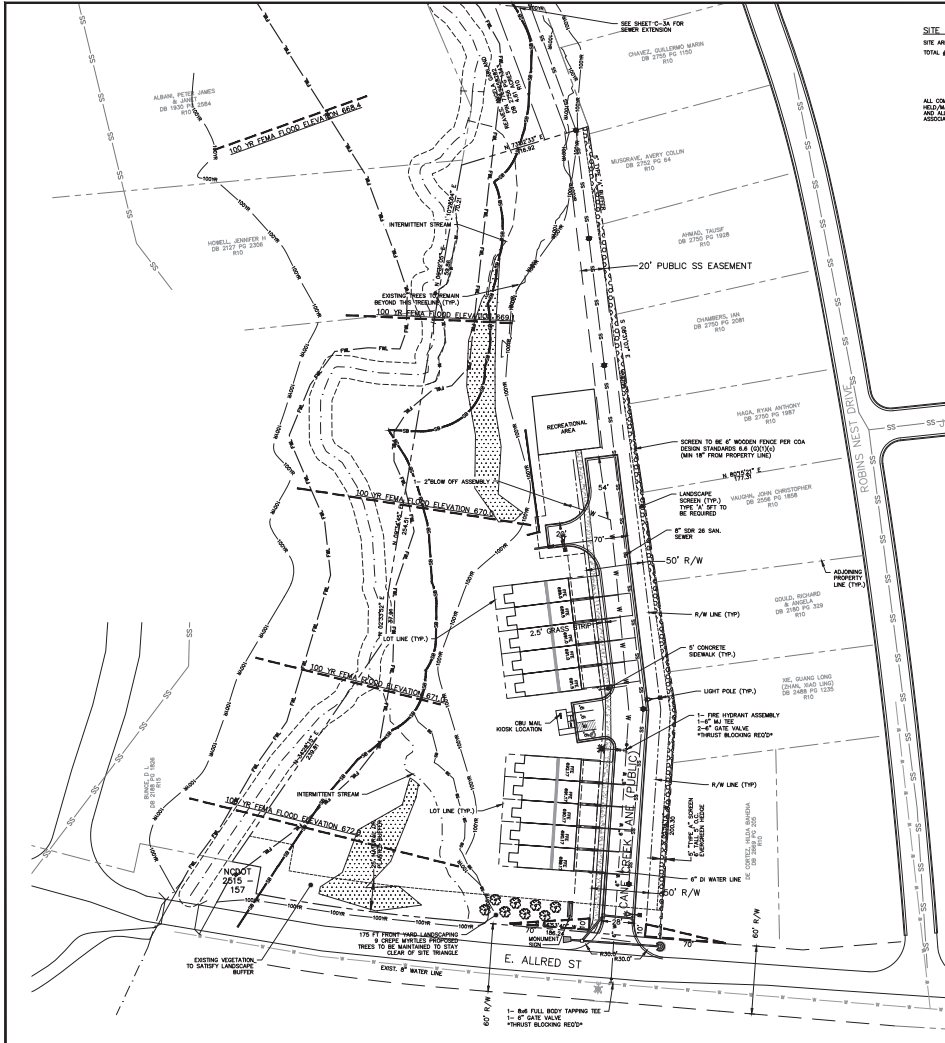
Staff Proposed Reasonableness Statement

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, staff believe 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.

7. Recommendations and City Council Action Items

Staff Recommendation	Approve attaching conditions as summarized (based on a revised plan presented with 10 dwellings).
Planning Board Recommendation	Deny (based on a plan presented with 14 dwellings).
Planning Board Plan Consistency and Reasonableness Statement(s)	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: Staff Proposed Plan Consistency Statement <i>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 dwellings on a property that has limitations due to the extent of steep slopes and floodplain existing on the property.</i> Staff Proposed Reasonableness Statement <i>Given public comments related to increased density 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.</i> Staff’s recommendation at that time was to deny the request based on the previous plan.

	Since the Planning Board reviewed the request during its February 6, 2025 meeting, the applicant has amended their request and site plan and staff has updated the consistency statement and recommendation based on that revised plan.
City Council Action Items	1) Adopt Plan Consistency and Reasonableness Statement. 2) a) Approve or deny zoning map amendment RZ-24-02; rezone to an amended RA6 (CZ) High-Density Residential Conditional Zoning for a Residential Planned Unit Development consisting of 10 dwellings. b) Attach zoning conditions as summarized or with modification. The Council may act on the application or send it back to the Planning Board for additional review based on the amended site plan and request.



SITE NOTES:

SITE AREA FOR CO. 3.67 ACRES (160,144 SQ FT)
 TOTAL # OF LOTS 12 LOTS PLUS COMMON AREA
 LOT 1 - 10 x 1.643 SQ ACRES
 TOTAL COMMON LOT AREA: 16,000 SQ FT (0.36 AC)
 TOWNHOMES COMMON AREA: 16,000 SQ FT (0.36 AC)
 TOTAL BAL. 25,780 SQ FT (0.59 AC)

ALL COMMON AREA INCLUDING RECREATION AREA & LANDSCAPING TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION. ALL EXISTING TREES OUTSIDE OF 5' R/W AND ALL RETAINING WALLS ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

OPEN SPACE AREA RATIO (SEE WIND BLISS (3/24/07) S.F.)
 RECREATION SPACE RATIO (3.33% OF SIZE OF TOTAL AREA (2,773 SQ FT))
 (LANDSCAPED RECREATION SPACE)

PROPERTY USE: CURRENT ZONING: R-100 (20)
 PROPOSED ZONING: R-100 (20)
 PROPOSED UNIT = 10 TOWNHOMES (LOAD 5' HEATED SF/UNIT MINIMUM)
 AREA OF SITE = 1.643 AC

LINEAR FEET OF STREET: PUBLIC 20' WITH C&G - 40 LF
 PRIVATE NONE

PROPOSED NAME OF STREET: CANE CREEK LANE

LANDSCAPING: CANOPY & UNDERSTORY TREES PLANTED AROUND PERIMETER

TRASH DISPOSAL PLAN: TRASH CAN USE ONLY - UNLESS OTHERWISE SHOWN

RV STORAGE: NOT ALLOWED ON SITE

NOTES: 1. ALL DOCUMENTS WILL BE REQUIRED PRIOR TO FINAL PLAT APPROVAL.
 2. ALL BUILDINGS ARE CITY OF ASHERBORO WATER AND SEWER UTILITIES.

FIRE HYDRANT NOTE

FIRE HYDRANT LOCATIONS ARE TENTATIVE
 SUBJECT TO APPROVAL BY FIRE CHIEF.

BUILDING SETBACKS

BUILDING SETBACKS WILL NORMALLY HAVE A SETBACK OF 30' IN THE FRONT ALONG CANE CREEK LANE, BUT NO LESS THAN 10'.

CITY OF ASHERBORO NOTES

1. 20' WIDE CITY OF ASHERBORO SANITARY SEWER EASEMENT WILL BE PROVIDED ALONG ALL 8' SANITARY SEWER LINES IN PUBLIC R/W.
2. 20' WIDE CITY OF ASHERBORO WATER LANE EASEMENT WILL BE PROVIDED ALONG ALL WATER LINES IN PUBLIC R/W.
3. ALL SANITARY SEWERS TO THE CITY OF ASHERBORO WATER SYSTEM TO THE FIRE HYDRANTS AND WATER TREAT PLANT AND NOT IN PUBLIC R/W.
4. ALL SEWER LINES NOT IN PUBLIC R/W WILL BE MAINTAINED BY HOMEOWNERS ASSOCIATION.

GENERAL SITE NOTES

1. BOUNDARY & TOPOGRAPHIC INFORMATION RECEIVED FROM SURVEY CAROLINA ON JULY 8TH 2021
2. TOTAL AREA = 3.67 ACRES ±
3. FINAL TOWNHOMES
4. DEED REFERENCE: DB 2408 PG 1000
5. PLAT REFERENCE: PB TO PG 73
6. SETBACKS:
 FRONT - 30' (ALLIED ST) 15' (CANE CREEK LN)
 REAR - 0' (UNLESS OTHERWISE SHOWN)
 SIDE - 0' (UNLESS OTHERWISE SHOWN)
7. TOTAL UNITS: 10
8. ALL ROADWAY SECTIONS TO BE CONSTRUCTED PER CITY STANDARDS
9. NCDOT DRIVEWAY PERMIT REQUIRED
10. MONUMENT SIGN TO BE 40-50 FT MAX. AREA MIN. OF 10' FROM RIGHT OF WAY
11. CLUSTER ROW UNITS (CRU) ARE TO SERVICE THE PROPOSED RESIDENCES. TYPE AND LOCATION TO BE APPROVED BY POSTMASTER

FLOODPLAIN DEVELOPMENT PERMIT

ALL APPLICABLE FLOOD PLAN PERMITS AND CERTIFICATES SHALL BE PROVIDED

LANDSCAPE NOTES

TYPE "A" BUFFER REQUIREMENTS:

15' MIN WIDTH: 1 CANOPY TREE, 3 UNDERSTORY TREES, AND 6 SHRUBS PER 100 SQ FT
 WHERE EXISTING VEGETATION DOES NOT MEET OR EXCEED ABOVE REQUIREMENTS, THE SITE SHALL BE PLANTED TO MEET THE ABOVE REQUIREMENTS WITHIN 90 DAYS OF 10' SETBACK. PLANTING SHALL BE 10' WIDENED AND 3 UNDERSTORY TREES PER 100 SQ FT

TYPE "A" SCREEN REQUIRED

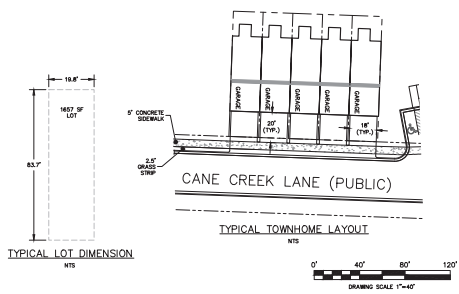
AT FINAL PLAT APPROVAL, A ROW OF EVERGREEN SHRUBS PLANTED NOT MORE THAN FIVE FEET APART ON CENTER TO FORM A CONTINUOUS GRADE. THESE A MINIMUM OF 10' FEET IN HEIGHT ABOVE FINISHED GRADE.
 AT FINAL PLAT, THESE WILL BE REQUIRED TO BE INSTALLED ON SLOPES PER PERFORMANCE REQUIREMENTS.

MAINTENANCE RESPONSIBILITY

1. City of Ashboro, MAINTENANCE
2. Sanitary sewer lines within public street right-of-way and public utility easements
3. Common areas within public street right-of-way
4. Private and common areas not within public street right-of-way
5. Private and common areas not within public street right-of-way
6. Water lines between meters and hydrants
7. Water lines between meters and hydrants
8. Sanitary sewer lines within public street right-of-way
9. All retaining walls

DRAWING LEGEND

- PROPERTY LINE
- ADJOINING PROPERTY LINE
- PROPOSED RIGHT OF WAY
- PROPOSED LOT LINE
- 100' WIDE FLOODPLAIN
- REGULATORY FLOODPLAIN
- PROPOSED THREELINE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- WATER LINE
- SAN SEWER MANHOLE
- FIRE HYDRANT

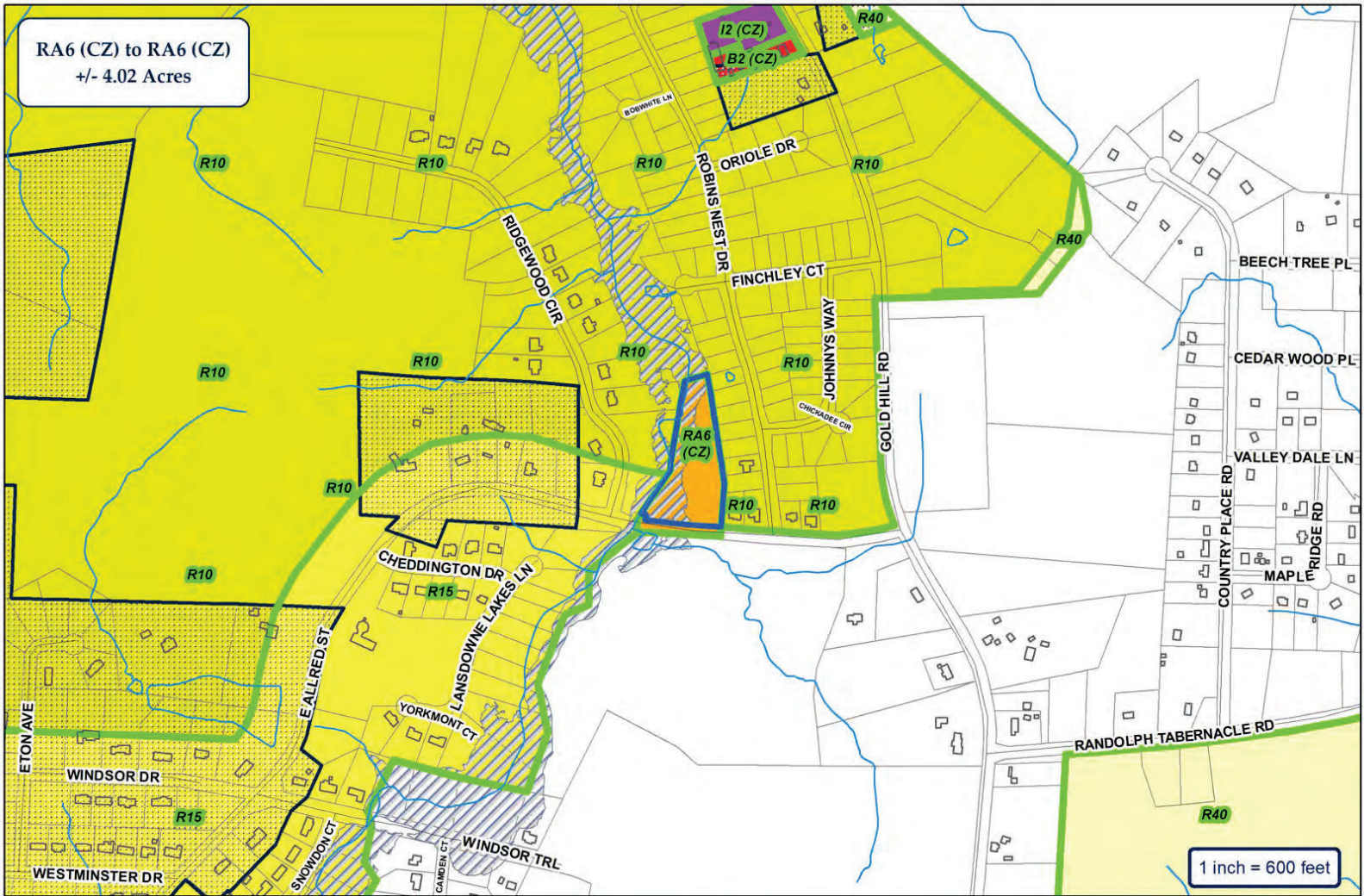


Summy Engineering Associates, LLC
 Engineering - Consulting - Surveying
 1000 N. 2nd St., Suite 200
 Asheville, NC 28801
 Phone: 828-255-4444
 Fax: 828-255-4445
 www.summyeng.com

SITE AND UTILITY
CANE CREEK TOWNHOMES
 RANDOLPH COUNTY, ASHERBORO, NORTH CAROLINA

Rev	Description	Date
1	Initial	06/20/22
2	Revised	06/20/22
3	Revised	06/20/22
4	Revised	06/20/22
5	Revised	06/20/22

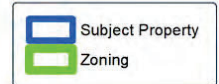
Drawn By: **C-3**
 Date: 06/20/22
 Project: C-3
 Scale: 1"=40'



City of Asheboro Planning & Zoning Department

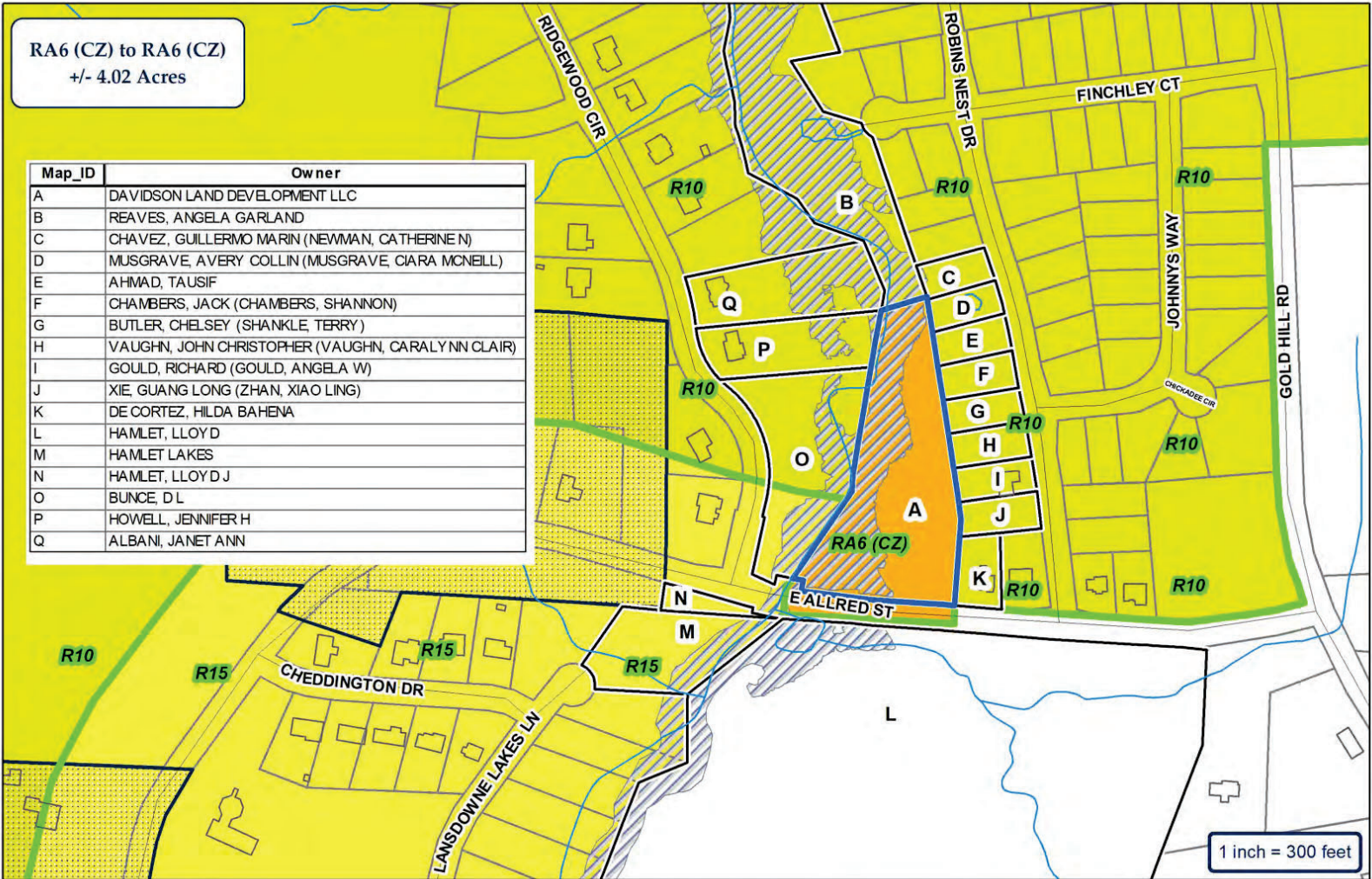
Rezoning Case: RZ-25-02

Parcels: 7762740259



RA6 (CZ) to RA6 (CZ)
+/- 4.02 Acres

Map_ID	Owner
A	DAVIDSON LAND DEVELOPMENT LLC
B	REAVES, ANGELA GARLAND
C	CHAVEZ, GUILLERMO MARIN (NEWMAN, CATHERINE N)
D	MUSGRAVE, AVERY COLLIN (MUSGRAVE, CIARA MCNEILL)
E	AHMAD, TAUSIF
F	CHAMBERS, JACK (CHAMBERS, SHANNON)
G	BUTLER, CHELSEY (SHANKLE, TERRY)
H	VAUGHN, JOHN CHRISTOPHER (VAUGHN, CARALYNN CLAIR)
I	GOULD, RICHARD (GOULD, ANGELA W)
J	XIE, GUANG LONG (ZHAN, XIAO LING)
K	DE CORTEZ, HILDA BAHENA
L	HAMLET, LLOYD
M	HAMLET LAKES
N	HAMLET, LLOYD J
O	BUNCE, D L
P	HOWELL, JENNIFER H
Q	ALBANI, JANET ANN



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-02

Parcels: 7762740259

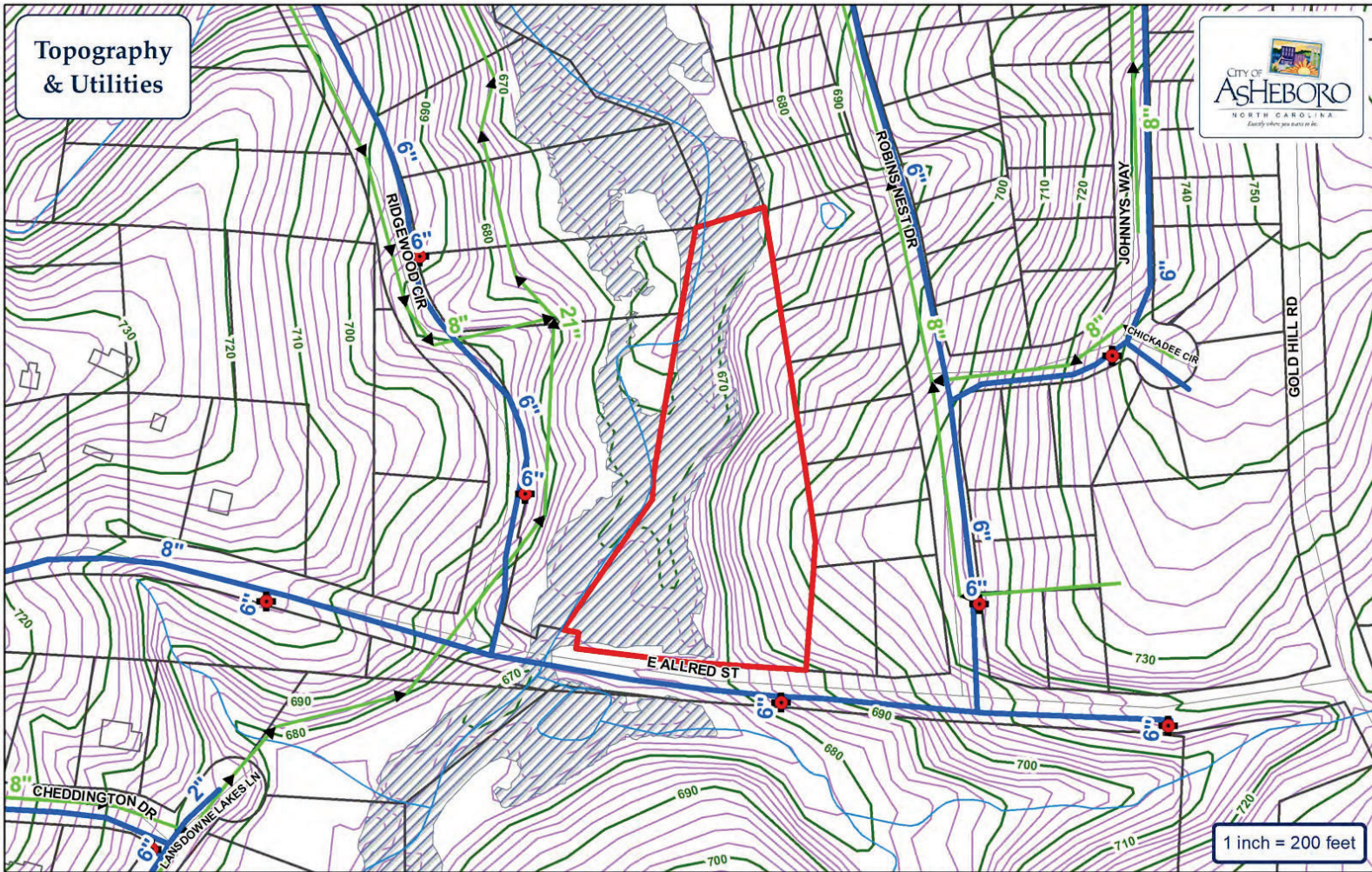


ETJ

- Subject Property
- Adjoining Properties
- City Zoning



**Topography
& Utilities**



- | | | | |
|--|------------|--|--------------|
| | Water Main | | Fire Hydrant |
| | Sewer Main | | Pump Station |
| | Force Main | | Watershed |

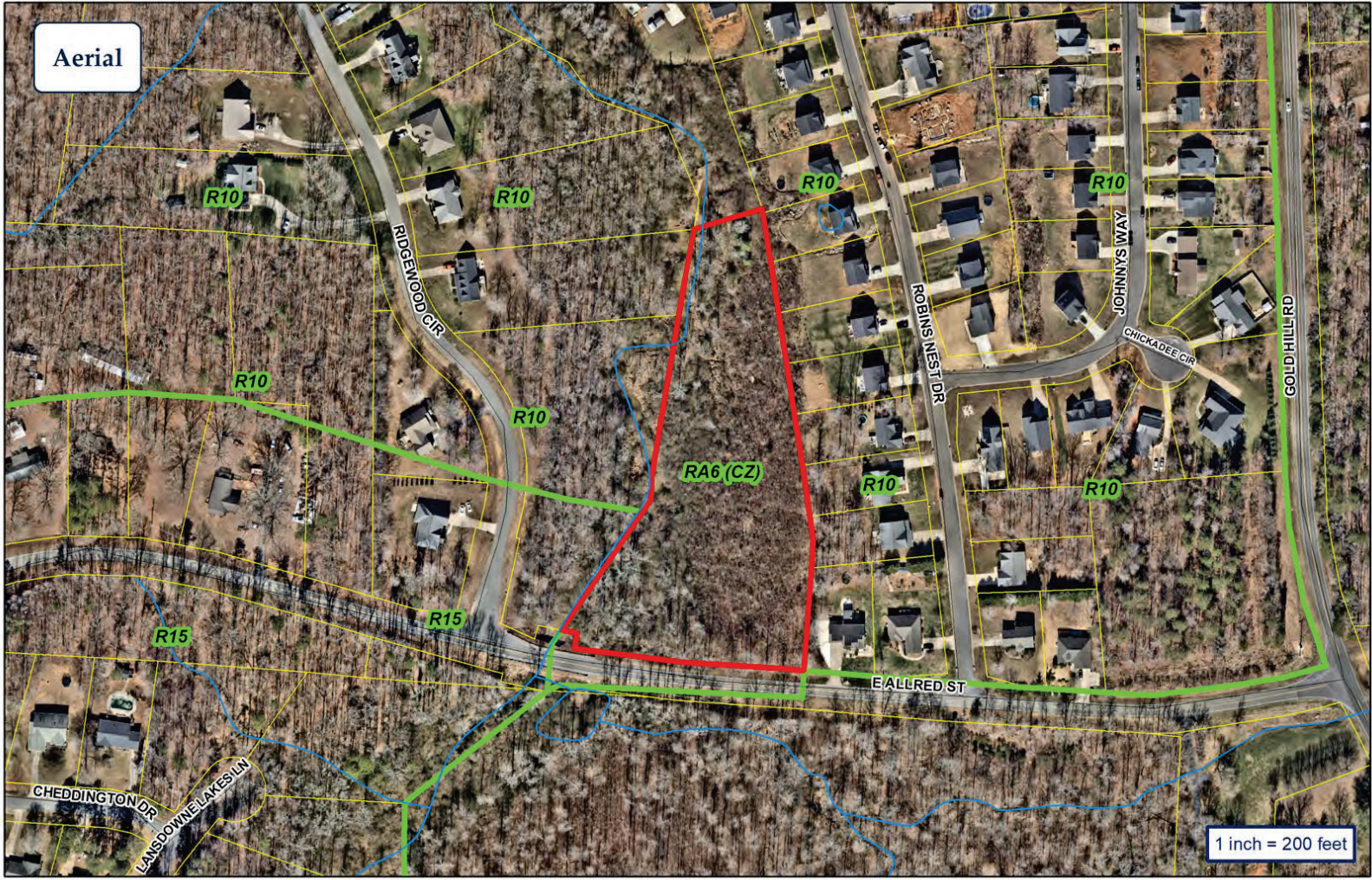
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-02

Parcels: 7762740259

Subject Property

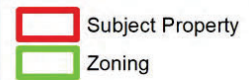


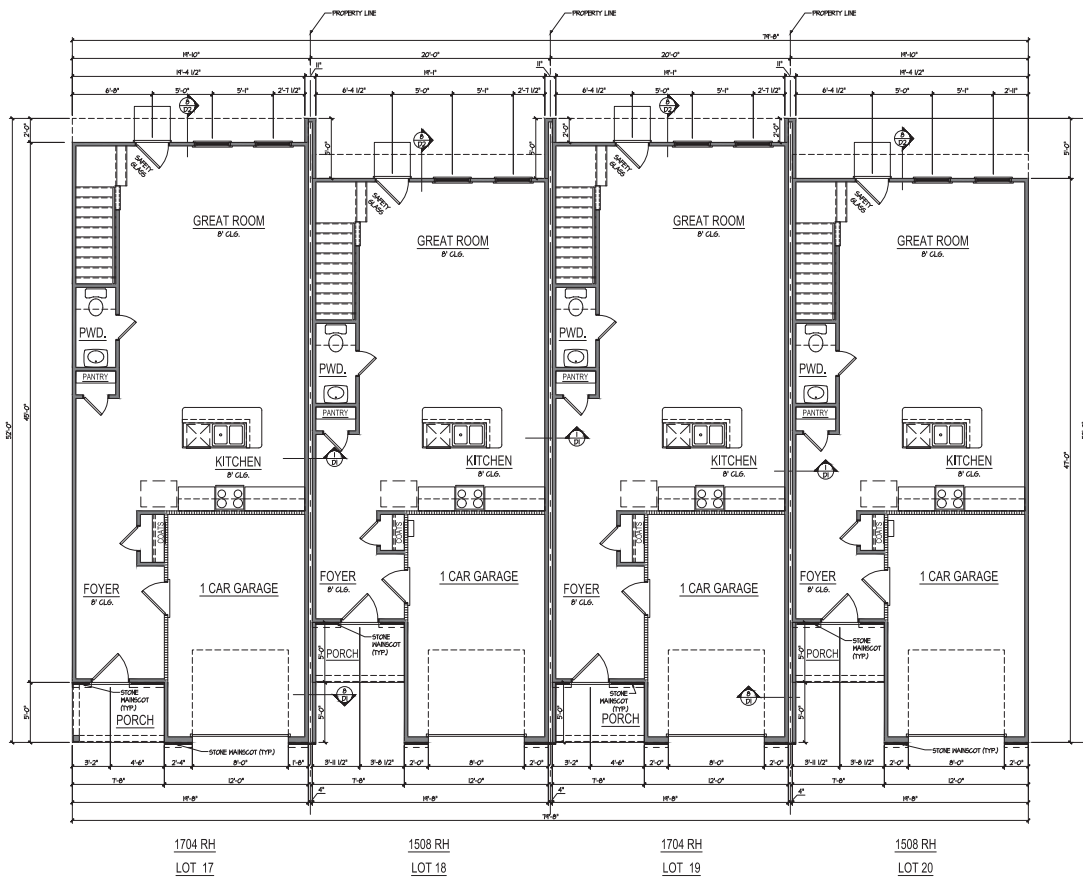


City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-02

Parcels: 7762740259





FIRST FLOOR PLAN
4 UNIT BUILDING

SQUARE FOOTAGE		
	SF INSIDE OF STUDS	SF OUTSIDE OF STUDS
FIRST FLOOR	540 SF	622 SF
SECOND FLOOR	848 SF	886 SF
TOTAL HEATED	1488 SF	1508 SF
1-CAR GARAGE	22 SF	225 SF
FRONT PORCH	38 SF	38 SF
TOTAL UNDER ROOF	1510 SF	1710 SF
STD. STOOP	4 SF	4 SF

NEASE HOUSE		
OVERALL WIDTH 18'-0"	OVERALL DEPTH 44'-0"	
NEASE HOUSE W/ ALL OPTIONS		
OVERALL WIDTH 18'-0"	OVERALL DEPTH 44'-0"	

SQUARE FOOTAGE		
	SF INSIDE OF STUDS	SF OUTSIDE OF STUDS
FIRST FLOOR	684 SF	721 SF
SECOND FLOOR	944 SF	985 SF
TOTAL HEATED	1628 SF	1706 SF
1-CAR GARAGE	22 SF	225 SF
FRONT PORCH	38 SF	38 SF
TOTAL UNDER ROOF	1650 SF	1861 SF
STD. STOOP	4 SF	4 SF

NEASE HOUSE		
OVERALL WIDTH 18'-0"	OVERALL DEPTH 50'-0"	
NEASE HOUSE W/ ALL OPTIONS		
OVERALL WIDTH 18'-0"	OVERALL DEPTH 50'-0"	



RECORD
CENTURY COMPLETE HOMES
3001 GOVERNORS LAKE DRIVE, SUITE 300
ATLANTA, GA 30071

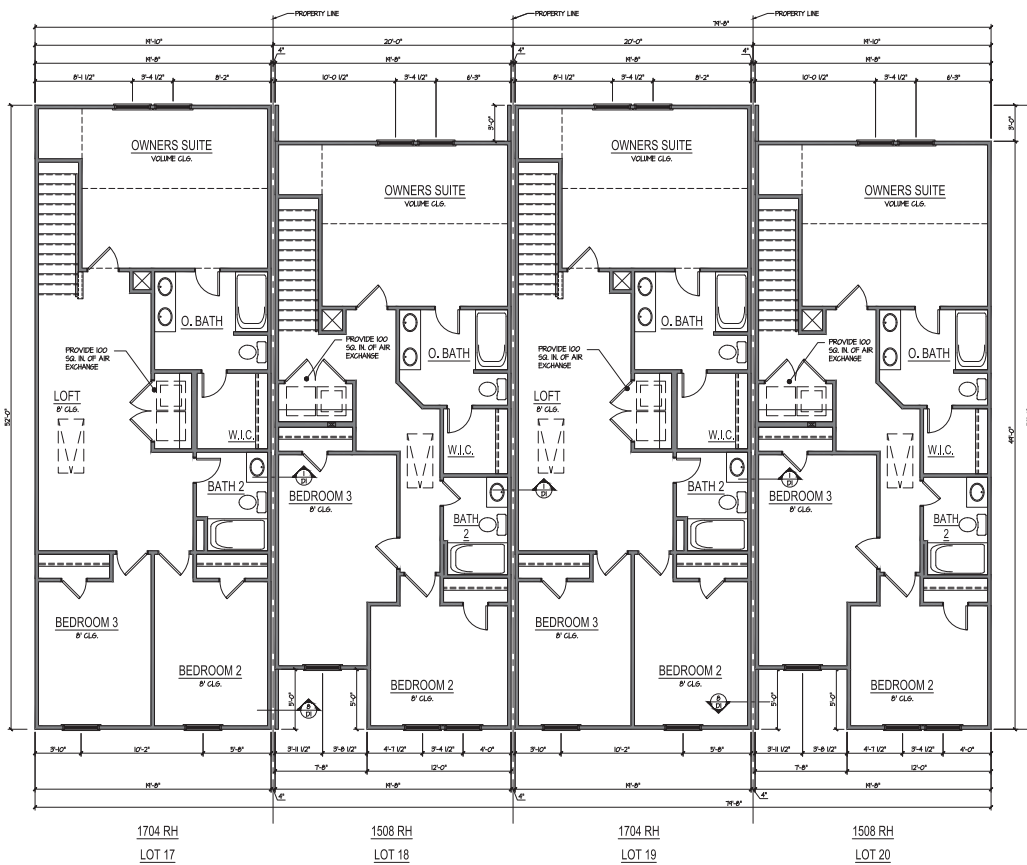
DWG. DATE: 2021-01-04
REVISIONS:
2021-02-12

DRAWN BY: JHM
APPROVED BY: JHM
SAVED: JHARTIN

PLAN NAME: 4 UNIT BUILDING
DRAWN: FIRST FLOOR BUILDING PLAN

SHEET #
B-2

SCALE: 1/8" = 1'-0" U.O. (11x17)
SCALE: 1/4" = 1'-0" U.O. (24x36)



SECOND FLOOR PLAN
4 UNIT BUILDING

SQUARE FOOTAGE		
	SF INSIDE OF STUDS	SF OUTSIDE OF STUDS
FIRST FLOOR	540 SF.	622 SF.
SECOND FLOOR	644 SF.	686 SF.
TOTAL HEATED	1184 SF.	1308 SF.
1-CAR GARAGE	212 SF.	225 SF.
FRONT PORCH	38 SF.	38 SF.
TOTAL UNDER ROOF	1401 SF.	1581 SF.
STD. STOOP	4 SF.	4 SF.
*BASE HOUSE OVERALL WIDTH 18'-0" OVERALL DEPTH 44'-0" *BASE HOUSE W/ ALL OPTIONS OVERALL WIDTH 18'-0" OVERALL DEPTH 44'-0"		

SQUARE FOOTAGE		
	SF INSIDE OF STUDS	SF OUTSIDE OF STUDS
FIRST FLOOR	684 SF.	721 SF.
SECOND FLOOR	444 SF.	485 SF.
TOTAL HEATED	1128 SF.	1206 SF.
1-CAR GARAGE	212 SF.	225 SF.
FRONT PORCH	38 SF.	38 SF.
TOTAL UNDER ROOF	1340 SF.	1469 SF.
STD. STOOP	4 SF.	4 SF.
*BASE HOUSE OVERALL WIDTH 18'-0" OVERALL DEPTH 50'-0" *BASE HOUSE W/ ALL OPTIONS OVERALL WIDTH 18'-0" OVERALL DEPTH 50'-0"		

SCALE: 1/8" = 1'-0" U.O. (11x17)
SCALE: 1/4" = 1'-0" U.O. (24x36)



RECORD
CENTURY COMPLETE HOMES
3001 GOVERNORS LANE DRIVE, SUITE 300
ATLANTA, GA 30071

DWG. DATE: 2021-01-04
REVISIONS:
2021-02-12

DRAWN BY: JHM
APPROVED BY: JHM
SAVED: JHARTIN

PLAN NAME: 4 UNIT BUILDING
DRAWN: OAK RIDGE LOTS 17-20
SECOND FLOOR BUILDING PLAN

SHEET #
B-3



FRONT ELEVATION
4 UNIT BUILDING



REAR ELEVATION

SCALE: 1/8" = 1'-0" U.O. (11x17)
SCALE: 1/4" = 1'-0" U.O. (24x36)



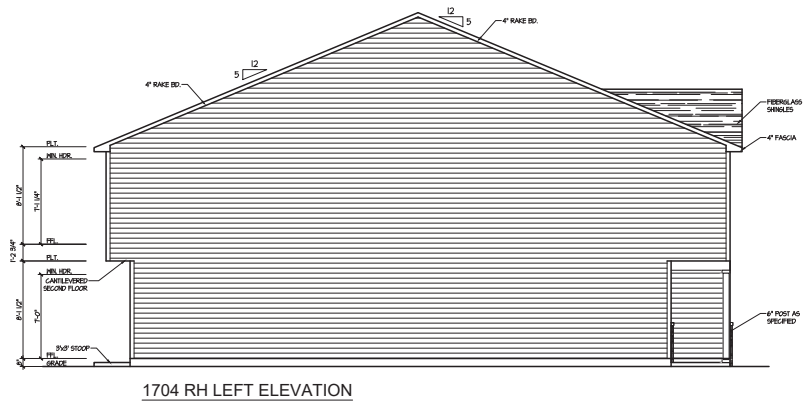
REVISIONS
CENTURY COMPLETE HOMES
3001 GOVERNORS LAKE DRIVE, SUITE 300
ATLANTA, GA 30007

REV.	DATE	DESCRIPTION
1	2021-01-04	ISSUED FOR PERMIT
2	2021-02-12	REVISED PER COMMENTS
3		
4		
5		

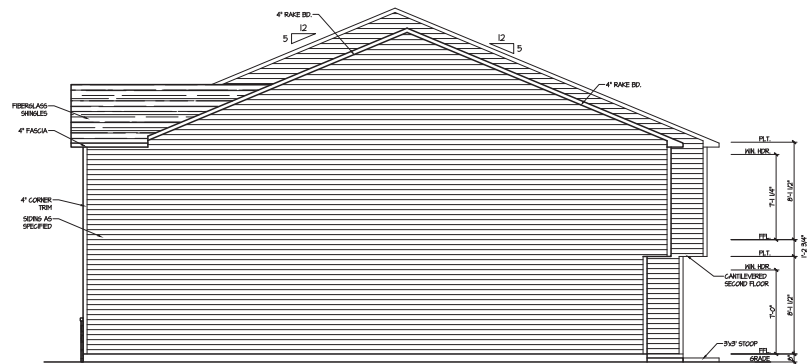
DRAWN BY:
JHM
APPROVED BY:
JHM
SAVED: JHARTIN

PROJECT NAME
4 UNIT BUILDING
DRAWN
OAK RIDGE LOTS 17-20
FRONT & REAR ELEVATIONS

SHEET #
B-4



1704 RH LEFT ELEVATION



1508 RH RIGHT ELEVATION

SCALE: 1/8" = 1'-0" U.O. (11x17)
SCALE: 1/4" = 1'-0" U.O. (24x36)



CENTURY COMPLETE HOMES
3001 GOVERNORS LAKE DRIVE, SUITE 300
ATLANTA, GA 30071

DATE:	2021-01-04
REVISION:	2021-02-12

DRAWN BY:	JHM
APPROVED BY:	JUT
SIGNED:	MARTIN

PROJECT #	LOAK RIDGE LOTS 11-20
CLIENT #	
DATE	
LEFT & RIGHT ELEVATIONS	

SHEET #	B-5
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APPLICANT INFORMATION

Applicant Lanny Hedrick *Applicant's Phone #* 336-479-6676

Applicant's Address 5930 E. Old US 64
Lexington NC 27292

Applicant email address lanny@lthedrick.com

PROPERTY INFORMATION

Property Owner's Name Davidson Land Development, LLC

Location of Property East Allred St *Property Size (ac. or s.f.)* 4.02

Randolph County Property Identification Number (PIN#) 7762740259

Current Zoning District CU-R-A6 *Requested Zoning District* CZ R6

Date Property Title Acquired _____ *Deed Book* 002723 *Page* 00506

Subdivision _____ *Section* _____ *Lot #* _____

Plat Book 70 *Page* 73

CONDITIONAL ZONING DISTRICT INFORMATION (Attach additional sheets if necessary)

1. Application is hereby made to the City of Asheboro for a Conditional Zoning District for the following purpose:

To allow for a building footprint change and revised parking layout.

An increase of townhomes from 10 to 14

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

supporting growth in residential districts.

For questions (3) and (4), if either of these questions apply, please state a reason. If you believe these do not apply, please check "does not apply".

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

Does not apply ☐

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

Does not apply ☐

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

APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for a Conditional Zoning District rests with the applicant.

No application for a Conditional Zoning District will be advertised for public hearing until the Planning and Zoning Department has received all required materials. If all required materials are not received prior to the specified deadlines, hearings for the case may be delayed.

Per Section 4.05 of the zoning ordinance, it is intended that property will be reclassified to a Conditional Zoning District only in the event of firm plans to develop the property. Accordingly, subject to any specific durational limits imposed by the ordinance applying conditional zoning to the Zoning Lot, if no action has been taken to obtain a Zoning Compliance Permit in conformance with the conditional zoning ordinance within 36 months of the City Council's approval of conditional zoning for the Zoning Lot, the Community Development Director or his or her designee shall initiate appropriate action to rezone the Zoning Lot to a general zoning classification that is consistent with the adopted comprehensive plan.

Applicant Signature

William Gansdale Hedrick

Printed Name of Authorized Signatory (if different from Applicant)

Lanny Hedrick

Position/Relationship of Authorized Signatory to Applicant

Owner Signature (if different than Applicant)

Owner Address

5930 EAST OLD Hwy 64
Lexington, NC

Telephone Number

336-479-6676

Printed Name of Authorized Signatory (if different from Owner)

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: JLE **Date:** 1-7-25 **Case Number:** RZ-25-02

NORTH CAROLINA GENERAL WARRANTY DEED

Mail to:

Prepared by: Law Office of Ben C. Morgan, 150A Scarboro St., Asheboro, NC 27203

Revenue Stamps: \$330

THIS DEED is made this 12th day of October, 2020, by and between the following Grantor and Grantee:

Grantor: MCDOWELL TIMBER COMPANY
(A North Carolina General Partnership)
1926 Old Humble Mill Road
Asheboro, NC 27205

Grantee: DAVIDSON LAND DEVELOPMENT, LLC
896 Shiptontown Road
Lexington, NC 27292

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall signify either singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, that certain lot or parcel of land situated in Franklinville Township, Randolph County, North Carolina, which is more particularly described as follows:

TRACT 1:

BEING ALL of Tract 2 as shown on the map of JTP Properties, LLC
recorded in Plat Book 70 at Page 73, Randolph County Registry.

For title reference see Book 2406, Page 1000, Randolph County Registry.

TRACT 2:

BEING ALL OF LOTS 6, 7, 8, 9, 10, 11, 40, 41, 42 & 43 of the Final Plat Phase I, Map 2 and Phase II, Map 2, Sheet 1 of 2 and Sheet 2 of 2 of ROBINS NEST SUBDIVISION, map of which is recorded in Plat Book 108, Pages 39 & 40, in the Office of the Register of Deeds of Randolph County, North Carolina.

For title reference see Book 2429, Page 677, Randolph County Registry.

The property that is the subject matter of this conveyance is not the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to easements, limitations, restrictions and uses of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal the day and year first above written.

MCDOWELL TIMBER COMPANY
(A North Carolina General Partnership)

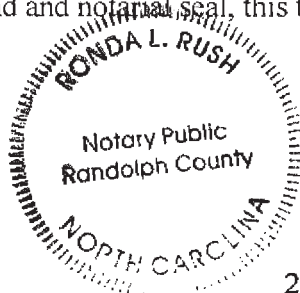
By: *Herman K. McDowell, Jr.* (SEAL)
Herman K. McDowell, Jr., General Partner

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, Ronda L. Rush, a Notary Public of Randolph County, State of North Carolina, certify that **Herman K. McDowell, Jr.**, personally appeared before me this day and acknowledged that he is a **General Partner** of **McDowell Timber Company**, a North Carolina General Partnership, and that he as **General Partner**, being authorized to do so, executed the foregoing on behalf of the partnership.

WITNESS my hand and notarial seal, this the 12th day of October, 2020.

(SEAL)



Ronda L. Rush
Notary Public

My commission expires: 11.27.22

MCDOWELL TIMBER COMPANY
(A North Carolina General Partnership)

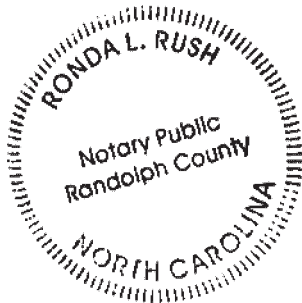
By: Tony D McDowell (SEAL)
Tony D. McDowell, General Partner

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, Ronda L. Rush, a Notary Public of Randolph County, State of North Carolina, certify that **Tony D. McDowell**, personally appeared before me this day and acknowledged that he is a **General Partner** of **McDowell Timber Company**, a North Carolina General Partnership, and that he as **General Partner**, being authorized to do so, executed the foregoing on behalf of the partnership.

WITNESS my hand and notarial seal, this the 12th day of October, 2020.

(SEAL)



Ronda L. Rush
Notary Public

My commission expires: 11-27-22



RZ-25-03

Application to amend an existing B2 (CZ) General Commercial Conditional zoning district for property located at 467 and 471 E. Dorsett Ave. (Randolph County Parcel Identification Numbers 7750973085 and 7750975005) The amended request is for expansion of the existing Manufacturing, Processing, and Assembly – Light land use.

1. Request	
Applicant: Jamie Crumley	Property Owner: Harpley's Holdings LLC
Zoning Existing: B2 (CZ) Proposed: B2 (CZ) History: 467 E. Dorsett Ave: CU-B2 zoning approved with Conditional Use Permit for Manufacturing, Processing, and Assembly – Light, specifically lawful processes involving agricultural and food products (CUP-17-01) 471 E. Dorsett Ave: CU-B2 zoning approved (RZ-17-02); No Conditional Use Permit issued	
Required Notice Mailed Notice by Applicant: 1-24-25 per applicant Mailed Notice by Staff: 2-20-25 Published Notice: 2-18-25 & 2-25-25 Posted Notice: 2-13-25	

2. Site Information	
Location	467 and 471 E. Dorsett Ave.
PIN	7750973085 and 7750975005
Size	0.97 acres +/-,
Jurisdiction	Corporate Limits
Current Land Use	Manufacturing, Processing, and Assembly – Light and Dwelling, Single Family
Overlay Districts	None
Infrastructure	City utilities available; Portion of a City of Asheboro sewer easement exists on property
Transportation	
Street Classification:	Local Street
Maintenance:	City Maintained
Other Notes:	None
Surrounding Land Use	
North:	Residential
South:	Commercial
East:	Residential
West:	Commercial

3. Staff Analysis
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 Assembling, Light is defined as:** Activities described in Manufacturing, Processing and Assembling, 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 sq. ft. 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.

4. Modifications to Ordinance Regulations

- 1) (-) Number of employees (Typically 10 per largest shift per property permitted, 25 per largest shift proposed)
- 2) (-) Required Screen/Buffer along eastern property line (Typically "Screen C" includes both 6 ft tall opaque fence and evergreen trees, applicant proposes a combination of existing vegetation and fencing, location of city sewer easement also impacts the ability to install screen)

5. Summary of Proposed Zoning Conditions (subject to change prior to final report)

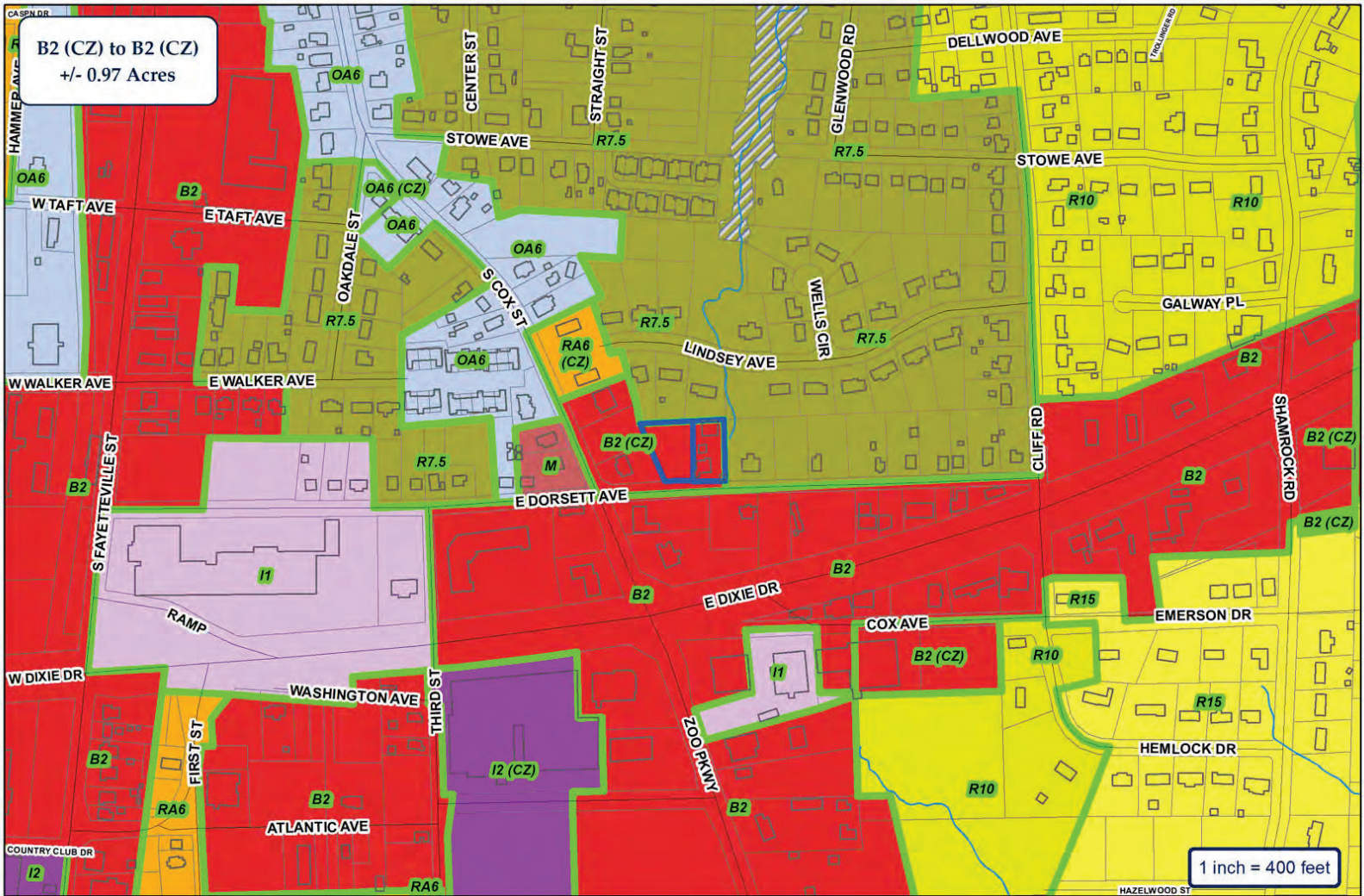
- A) The use approved shall be Manufacturing, Processing, and Assembly – Light, specifically for lawful processes involving agricultural and food products.
- B) All parties involved in this request, including the owner, successors, heirs, and assigns, agree to the conditions and approved site plan. Prior 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 required 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 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.
--

6. Land Development Plan Consistency and Reasonableness	
Proposed Land Use Map	Neighborhood Residential
Growth Strategy Map	Primary Growth
Small Area Map	Central
LDP Goals/Policies Supporting 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 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%. • Goal 1.2: Diversified employment opportunities enabling a long-term, stable, high-pay, skilled workforce	
LDP Goals/Policies Not Supporting 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.	

7. Recommendations and City Council Action Items	
Staff Recommendation	Approve attaching conditions as summarized
Planning Board Recommendation	Approve attaching conditions as summarized
Planning Board Plan Consistency Statement	The zoning map amendment is consistent with 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.

Planning Board Reasonableness Statement	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.
City Council Action Items	1) Adopt Plan Consistency and Reasonableness Statement 2) a) Approve or deny zoning map amendment RZ-25-03; amend an existing B2 (CZ) General Commercial Conditional zoning for expansion of the existing Manufacturing, Processing, and Assembly – Light land use. b) Attach zoning conditions as summarized or with modification.



B2 (CZ) to B2 (CZ)
+/- 0.97 Acres

City of Asheboro Planning & Zoning Department

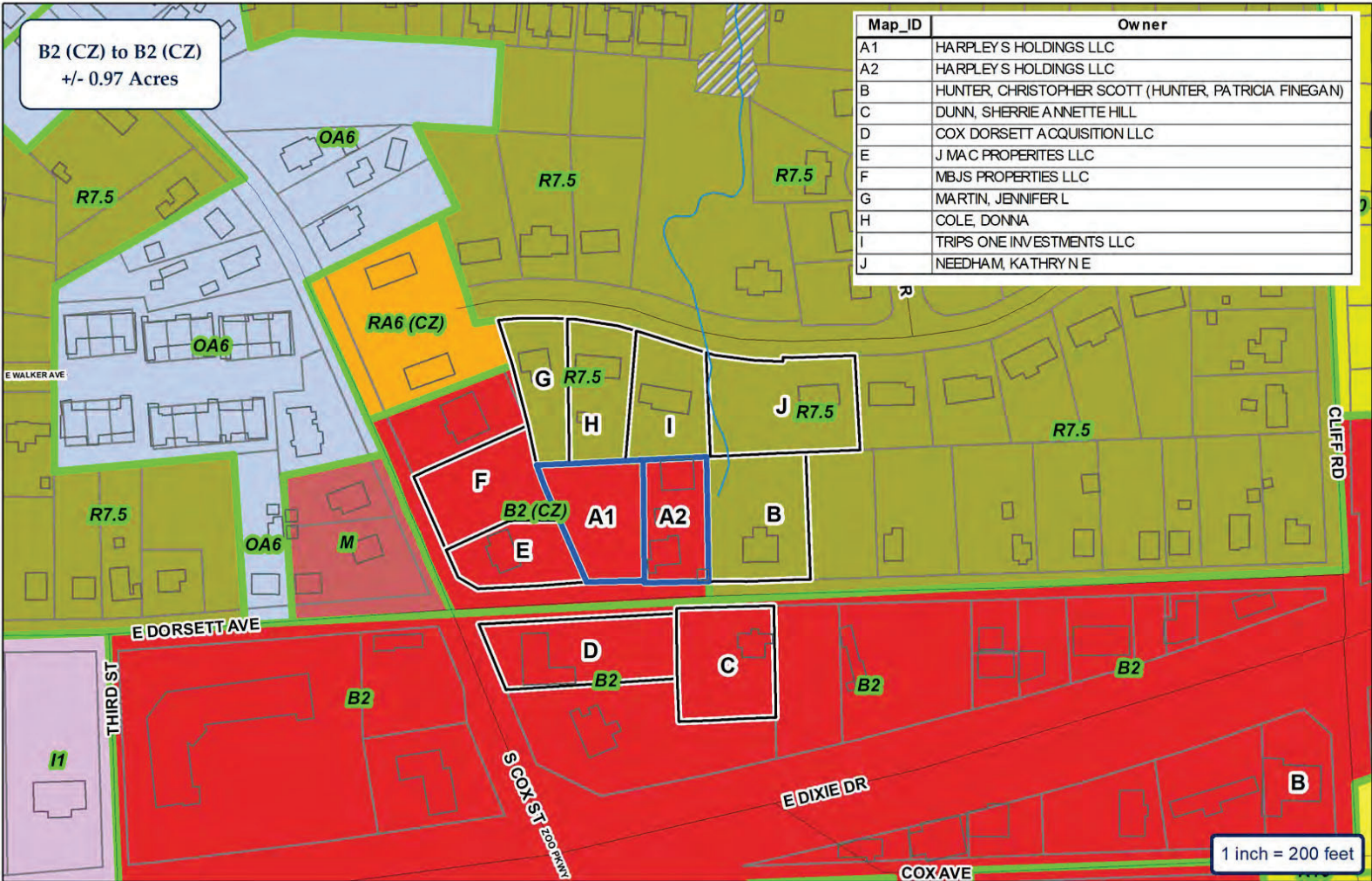
Rezoning Case: RZ-25-03

Parcels: 7750973085 & 7750975005



B2 (CZ) to B2 (CZ)
+/- 0.97 Acres

Map_ID	Owner
A1	HARPLEY'S HOLDINGS LLC
A2	HARPLEY'S HOLDINGS LLC
B	HUNTER, CHRISTOPHER SCOTT (HUNTER, PATRICIA FINEGAN)
C	DUNN, SHERRIE ANNETTE HILL
D	COX DORSETT ACQUISITION LLC
E	J MAC PROPERTIES LLC
F	MBJS PROPERTIES LLC
G	MARTIN, JENNIFER L
H	COLE, DONNA
I	TRIPS ONE INVESTMENTS LLC
J	NEEDHAM, KATHRYN E



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-03

Parcels: 7750973085 & 7750975005



ETJ

- Subject Property
- Adjoining Properties
- City Zoning





Center City Planning Area

E WALKER AVE

S COX ST

WELLS CIR

LINDSEY AVE

E DORSETT AVE

D ST

E DIXIE DR

ZOO PKWY

COX AVE

- Subject Property
- Central Business District - Tier 1
- CBD Fringe Development - Tier 2
- Commercial and Employment Center - Tier 3
- Public Parking Lots

1 inch = 200 feet

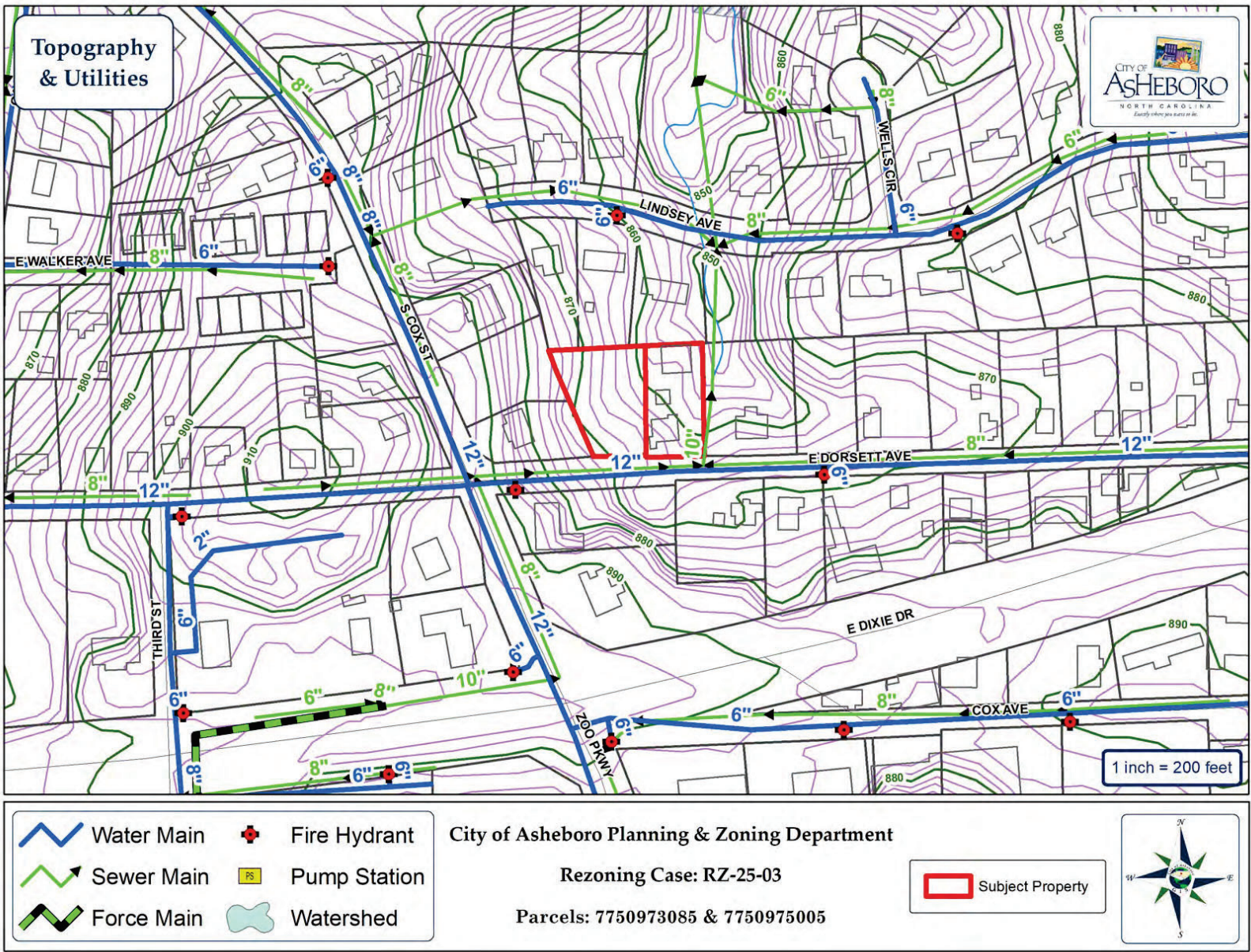


City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-03

Parcels: 7750973085 & 7750975005



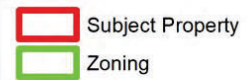


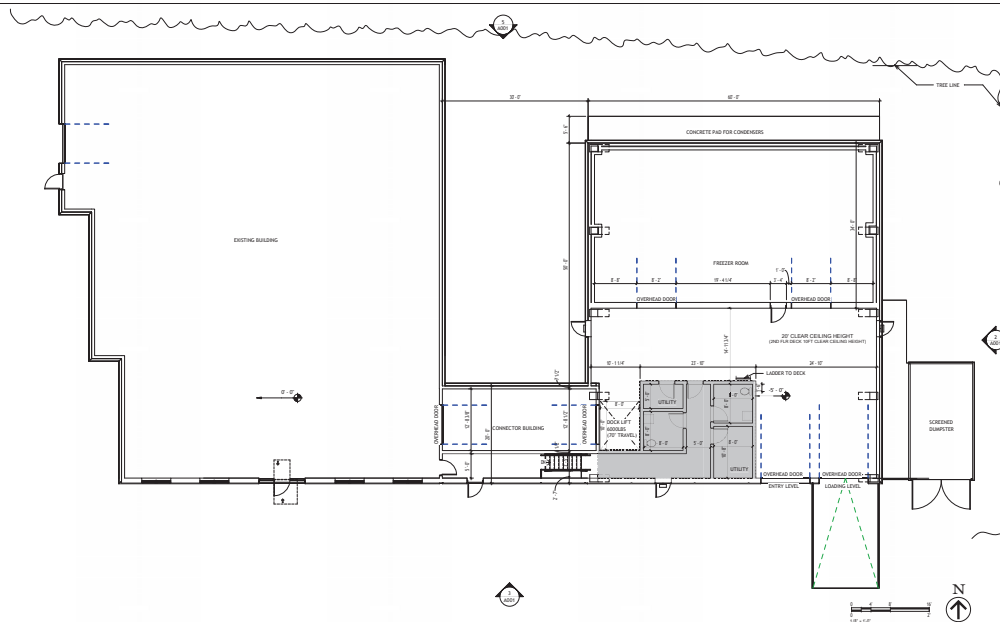


City of Asheboro Planning & Zoning Department

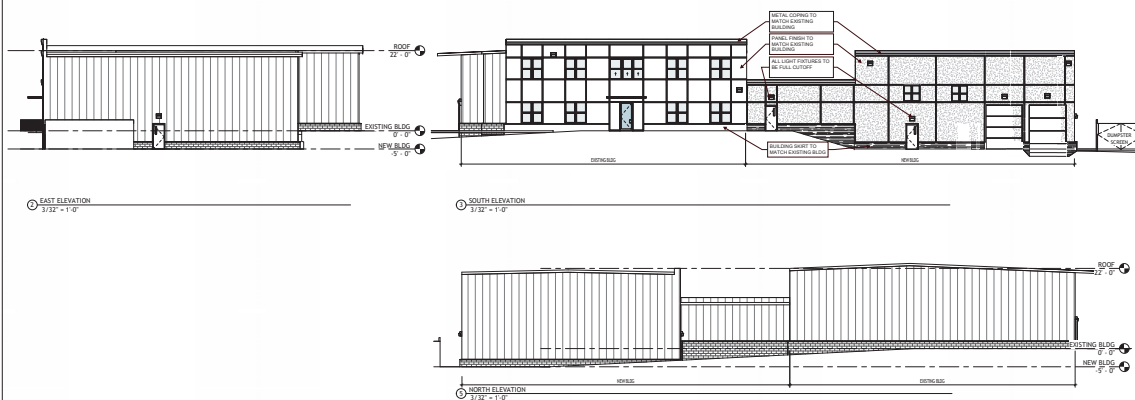
Rezoning Case: RZ-25-03

Parcels: 7750973085 & 7750975005





1 First Floor Architectural Plan
1/8" = 1'-0"



② EAST ELEVATION
 $3/32" = 1'-0"$

③ SOUTH ELEVATION
 $3/32" = 1'-0"$

5 NORTH ELEVATION
3/32" = 1'-0"

KEY PLAN



GENERAL ELEVATION NOTES

ARCHITECTURE PLANNING INTERIOR
LANDSCAPE ARCHITECTURE GRAPHIC

CD

T 919.890.8809
RALEIGH, NC
530 HILLSBOROUGH STREET
cdesigninc.com

D HARPLEY'S HOLDINGS LLC

CHAL.
Walshay Engineering Group, Inc.
15300 WESTON PARKWAY, SUITE 110
CARY, NC 27513
WWW.WALSHAYENGINEERING.COM

Landscape

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WSP & FIRE PROTECTION

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FOR REVIEW ONLY
THESE DOCUMENTS ARE FOR REVIEW
AND NOT INTENDED FOR BIDDING,
CONSTRUCTION, OR PERMIT PURPOSES.
THEY WERE PREPARED BY OR UNDER
SUPERVISION OF



**HARPLEY'S MEAT
PROCESSING & TAXIDERM**

DESIGN
DELIVERABLE: PRELIM APPLICATION
ISSUE DATE: 01-31-2025
Copyright © 2025 C3 Design, Inc. All Rights Reserved.
DRAWN BY: JM
CHECKED BY: Chackar
PROJECT NUMBER: 300, 90, 25001
SHEET TOTAL:
**CONCEPT BUILDING
AND SITE PLANNING**

SHEET NUMBER:
A001

A001

APPLICANT INFORMATIONApplicant Jamie Crumley Applicant's Phone # 336-953-8700Applicant's Address 2469 Old Cox Road
Asheboro NC 27203Applicant email address jamie@harpleys.com**PROPERTY INFORMATION**Property Owner's Name Harpley's Holdings LLCLocation of Property 471 E Dorsett Ave. Property Size (ac. or s.f.) .43Randolph County Property Identification Number (PIN#) 7750975005Current Zoning District Conditional Commercial Requested Zoning District B2(c2)Date Property Title Acquired 12-20-24 Deed Book _____ Page _____

Subdivision _____ Section _____ Lot # _____

Plat Book _____ Page _____

CONDITIONAL ZONING DISTRICT INFORMATION (Attach additional sheets if necessary)

1. Application is hereby made to the City of Asheboro for a Conditional Zoning District for the following purpose:

Warehouse utilized for light industrial. Servicing the existing building at 467 E. Dorsett Ave which is a meat processing facility. The proposed building on 471 E Dorsett Ave will connect to the existing building and the expansion will be utilized for light manufacturing similar to the current use of 467. The building will be approx 4,800 sq ft and be open warehouse for cold and dry storage.

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

It meets the intent of Land Development.

For questions (3) and (4), if either of these questions apply, please state a reason. If you believe these do not apply, please check "does not apply".

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

Does not apply.

Does not apply ☒

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

Does not apply.

Does not apply ☒

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

APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for a Conditional Zoning District rests with the applicant.

No application for a Conditional Zoning District will be advertised for public hearing until the Planning and Zoning Department has received all required materials. If all required materials are not received prior to the specified deadlines, hearings for the case may be delayed.

Per Section 4.05 of the zoning ordinance, it is intended that property will be reclassified to a Conditional Zoning District only in the event of firm plans to develop the property. Accordingly, subject to any specific durational limits imposed by the ordinance applying conditional zoning to the Zoning Lot, if no action has been taken to obtain a Zoning Compliance Permit in conformance with the conditional zoning ordinance within 36 months of the City Council's approval of conditional zoning for the Zoning Lot, the Community Development Director or his or her designee shall initiate appropriate action to rezone the Zoning Lot to a general zoning classification that is consistent with the adopted comprehensive plan.

Applicant Signature

Jamie Crumley

Printed Name of Authorized Signatory (if different from Applicant)

Jamie Crumley

Position/Relationship of Authorized Signatory to Applicant

owner

Owner Signature (if different than Applicant)

Owner Address

Telephone Number

Printed Name of Authorized Signatory (if different from Owner)

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: JTL Date: 1-9-25 Case Number: 25-03



RZ-25-04

Application to rezone property located at 131 and 137 N. Randolph Ave. (Randolph County Parcel Identification Numbers 7761028920 and 7761027972). The request is to rezone existing B2 (CZ) Conditional General Commercial and R7.5/R10 Residential zoning districts to B2 (CZ) General Commercial Conditional zoning for Rental/Sales of Domestic Vehicles and Open Storage land uses.

1. Request	
Applicant: Jenna McKenzie	Property Owner: Brandon Allen
Zoning <i>Existing:</i> B2 (CZ)/R7.5/R10 <i>Proposed:</i> B2 (CZ) <i>History:</i> 137 Randolph: CU-B2 zoning approved and Conditional Use Permit issued for Rental/Sales of Domestic Vehicles land use (RZ-CUP-20-01) 131 Randolph: None	
Required Notice <i>Mailed Notice by Applicant:</i> 1-20-25 <i>Mailed Notice by Staff:</i> 2-20-25 <i>Published Notice:</i> 2-18-25 and 2-25-25 <i>Posted Notice:</i> 2-13-25	

2. Site Information	
Location	131 and 137 N. Randolph Ave.
PIN	7761028920 and 7761027972
Size	0.52 acres +/-
Jurisdiction	Corporate Limits
Current Land Use	Undeveloped
Overlay Districts	None
Infrastructure	City utilities available
Transportation	
<i>Street Classification:</i>	E. Salisbury St. is a Major Thoroughfare, N. Randolph Ave is a local street
<i>Maintenance:</i>	E. Salisbury St. is state maintained, N. Randolph Ave is city maintained
<i>Other Notes:</i>	- NCDOT 2023 Annual Average Daily Traffic for section of E. Salisbury St: 15,500 (2012 existing capacity: 12,900) 2024-2033 State Transportation Improvement Program (STIP) project R-5957: corridor improvements (currently unfunded)
Surrounding Land Use	
<i>North:</i>	Commercial
<i>South:</i>	Residential
<i>East:</i>	Residential
<i>West:</i>	Commercial

3. Staff Analysis
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 N. Randolph Avenue property; however, the

development has not been implemented. The current use of the 137 and 131 N. Randolph Ave. 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 not 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 vehicles) 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 Ave. 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.

4. Modifications to Ordinance Regulations

- 1) (+) Wooden privacy fence, 6 feet in height, along E. Salisbury St. and N. Randolph Avenue.
- 2) (+) No driveway access shall be permitted from North Randolph Avenue.

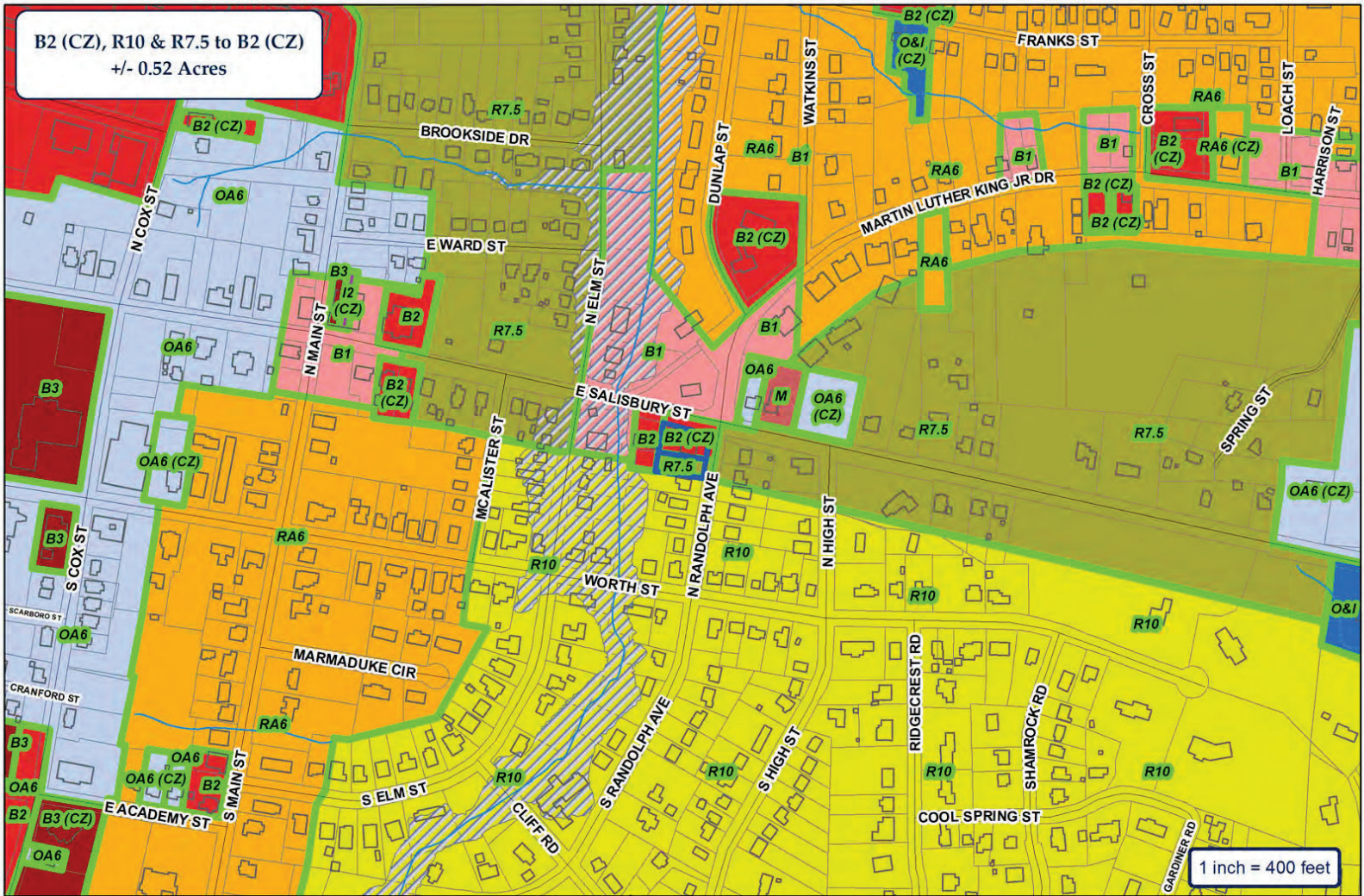
5. Summary of Proposed Zoning Conditions (subject to change prior to final report)

- 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 E. Salisbury St. and N. 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.

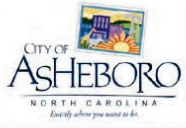
6. Land Development Plan Consistency and Reasonableness	
Proposed Land Use Map	Commercial
Growth Strategy Map	Primary Growth
Small Area Map	Central
LDP Goals/Policies Supporting Request	
• Checklist Item 1: Rezoning is compliant with the Proposed Land Use Map • Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance. • Checklist Item 5: 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 Not Supporting Request	
• 2.1.5: The City will ensure development regulations provide appropriate transitional land uses, such as office and institutional, between high-intensity industrial/commercial and low-intensity residential uses. • Goal 3.2: Quality design demanding appropriate scale and context	
Staff Proposed Plan Consistency Statement	
The zoning map amendment is consistent with the Asheboro Land Development Plan as the properties are designated commercial by the Proposed Land Use Map.	
Staff Proposed Reasonableness Statement	
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.	

7. Staff Recommendation and Planning Board Action Items	
Staff Recommendation	Recommend approval attaching conditions as summarized
Planning Board Recommendation	The Planning Board reviewed preliminary information on this case on February 3, but the request was continued until March 3.
Planning Board Plan Consistency and Reasonableness Statement	An updated on Planning Board's Consistency and Reasonableness statement will be available after its March 3 meeting.
City Council Action Items	1) Adopt Plan Consistency and Reasonableness Statement 2) a) Approve or deny zoning map amendment RZ-25-04; rezone to B2 (CZ) General Commercial for Rental/Sales of Domestic Vehicles and Open Storage land uses b) Attach zoning conditions as summarized or with modification.



B2 (CZ), R10 & R7.5 to B2 (CZ)
+/- 0.52 Acres

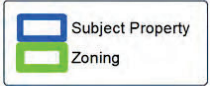
1 inch = 400 feet

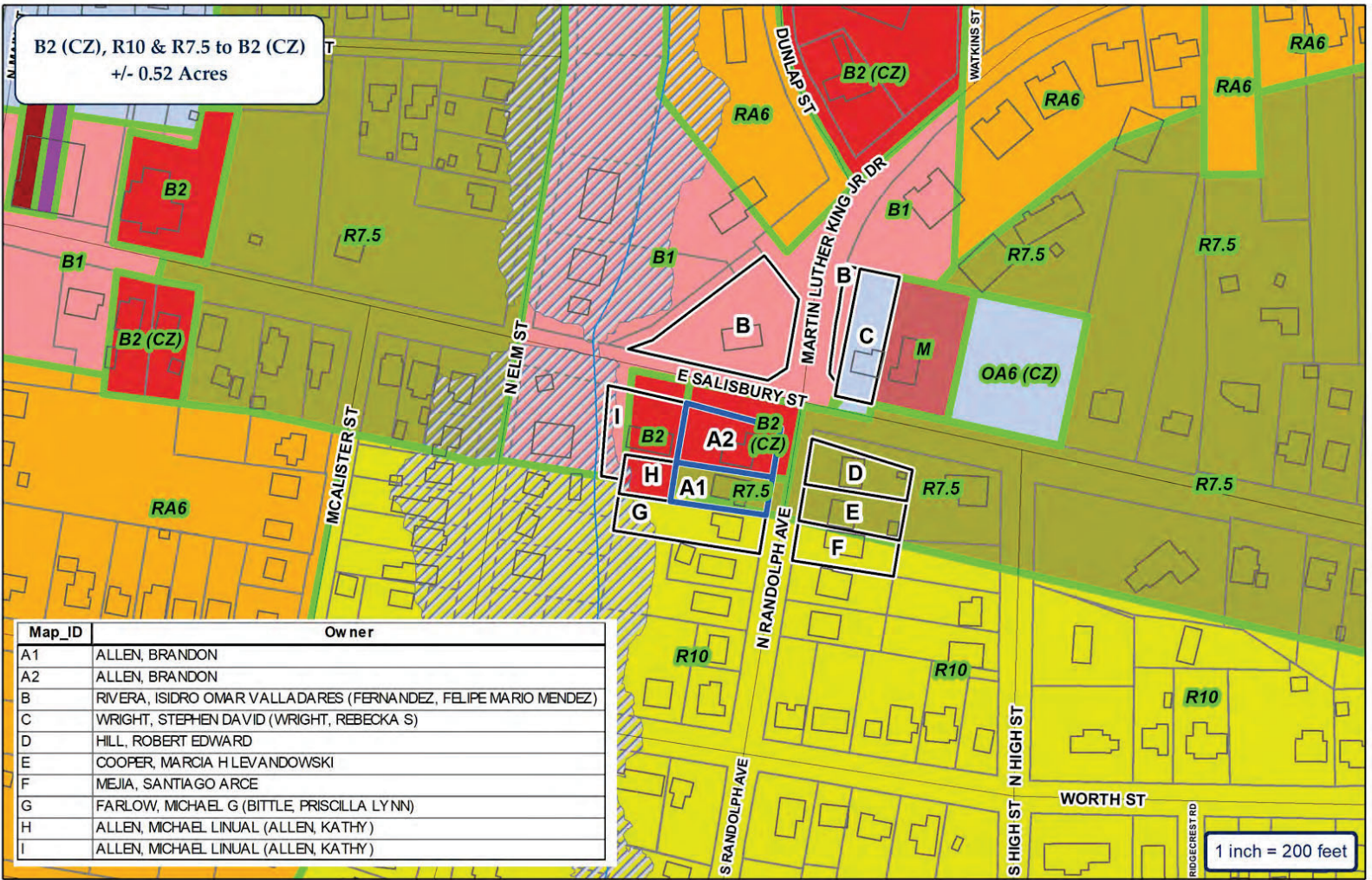


City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-04

Parcels: 7761028920 & 7761027972





Map_ID	Owner
A1	ALLEN, BRANDON
A2	ALLEN, BRANDON
B	RIVERA, ISIDRO OMAR VALLADARES (FERNANDEZ, FELIPE MARIO MENDEZ)
C	WRIGHT, STEPHEN DAVID (WRIGHT, REBECCA S)
D	HILL, ROBERT EDWARD
E	COOPER, MARCIA H LEVANDOWSKI
F	MEJIA, SANTIAGO ARCE
G	FARLOW, MICHAEL G (BITTLE, PRISCILLA LYNN)
H	ALLEN, MICHAEL LINUAL (ALLEN, KATHY)
I	ALLEN, MICHAEL LINUAL (ALLEN, KATHY)



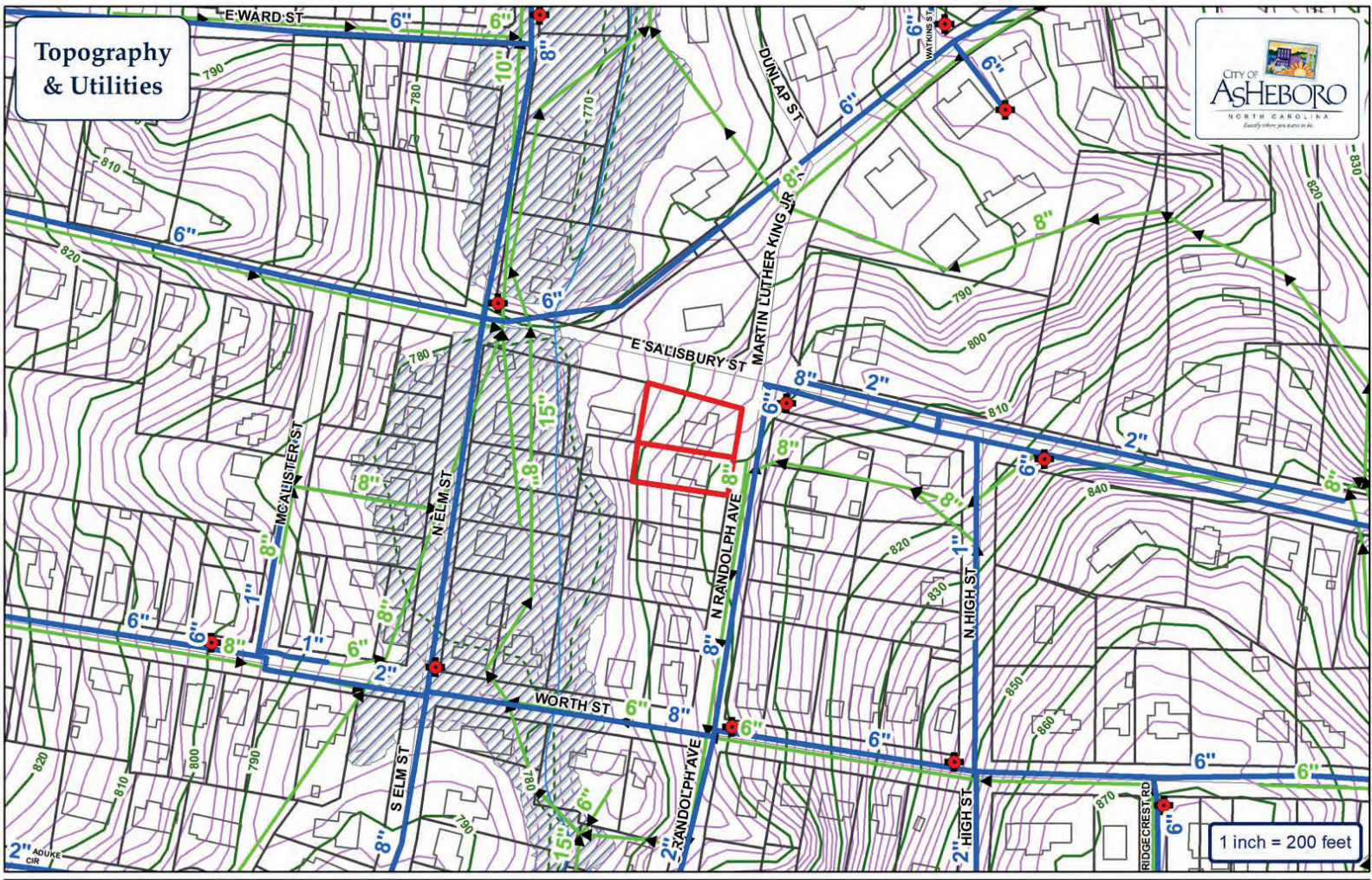
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-04

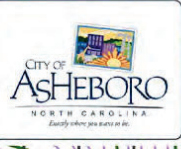
Parcels: 7761028920 & 7761027972

-  Subject Property
-  Adjoining Properties
-  City Zoning





Topography
& Utilities

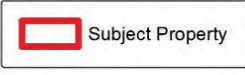


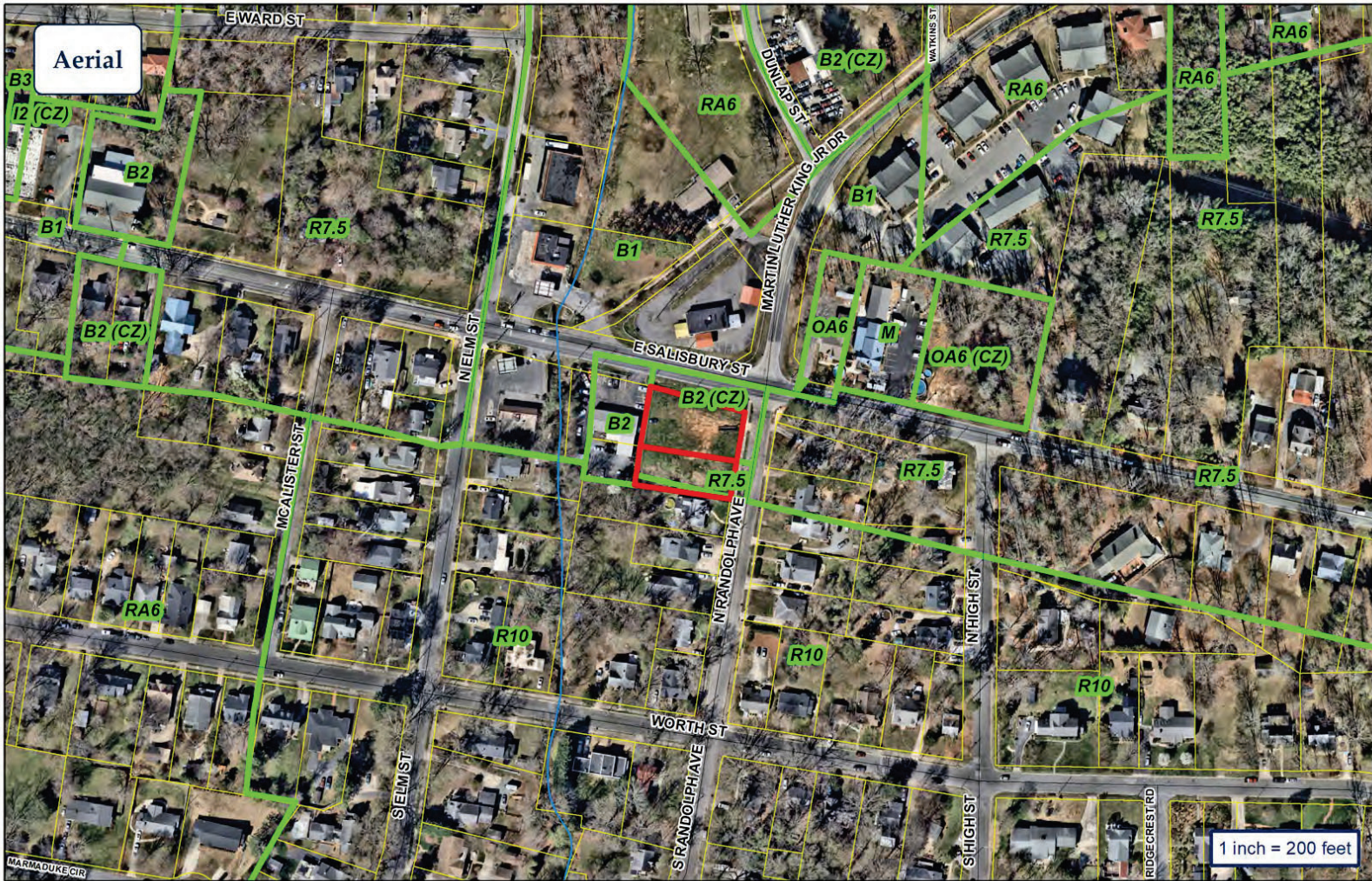
- | | | | |
|--|------------|---|--------------|
|  | Water Main |  | Fire Hydrant |
|  | Sewer Main |  | Pump Station |
|  | Force Main |  | Watershed |

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-04

Parcels: 7761028920 & 7761027972

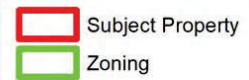


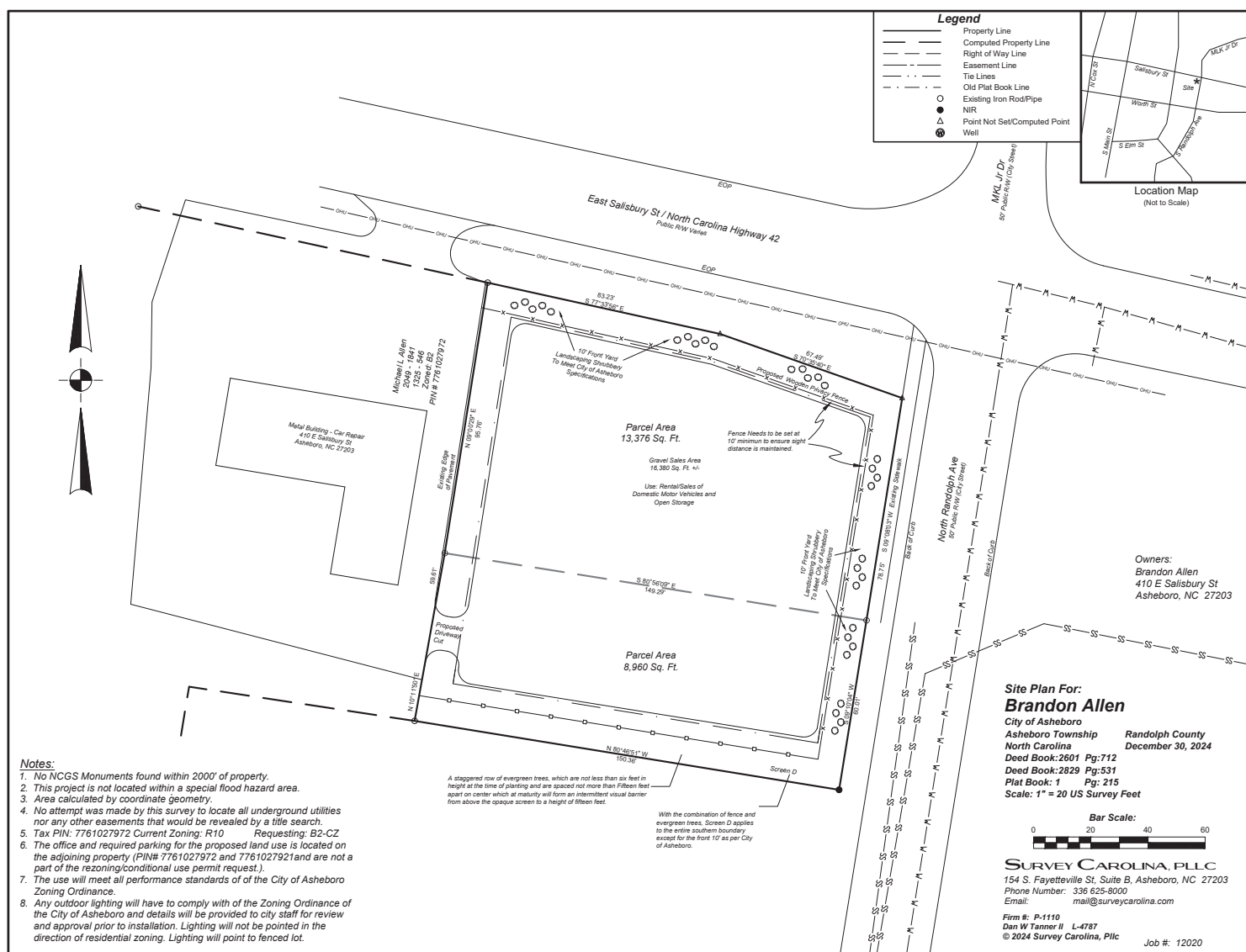


City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-04

Parcels: 7761028920 & 7761027972







Application for Conditional Zoning District

APPLICATION FEE

A \$600 filing fee is required for Conditional Rezoning applications for property less than 2 acres. A filing fee of \$800 is required for applications for 2 to 10 acres, and a filing fee of \$1,000 + \$15/acre is required for applications over 10 acres.

APPLICATION INSTRUCTIONS:

The conditional zoning process can be complex. A Conditional Zoning District involves a proposal for a specific use that is customized to a particular property. In order to ensure compliance with application requirements, the applicant is **required** to have a pre-application conference with Planning and Zoning Department staff prior to submitting the application and paying the filing fee. Please contact staff at (336) 626-1201 ext. 2392 to ensure application requirements are satisfied.

REQUIRED APPLICATION CONTENTS

1. A pre-application conference with staff is **required** prior to the application being accepted. At this conference, staff and the applicant will discuss the rezoning request, the unique aspects of conditional zoning, the requirements for completing the review schedule, contact persons for services and permits, and information regarding site plans, landscaping, and other development requirements. This meeting must occur no more than sixty (60) days prior to the application filing deadline.
2. A legal description/deed reference of such land.
3. Six (6) copies of a site plan drawn to scale to be submitted to the Planning Board. The Planning Board will review the proposal and forward a recommendation, including conditions for the zoning, to City Council. The month following the Planning Board meeting, City Council will review the proposed Conditional Zoning District application and site plan and may adopt, not adopt, or refer the application back to the Planning Board for review of any revisions made to the site plan subsequent to the initial submittal of the application materials.
4. Letter to be mailed by applicant notifying neighboring property owners of the request. Consistent with Section 160D-602(e) of the North Carolina General Statutes, the applicant shall notify neighboring property owners of the requested conditional zoning as well as the location, time, and date on which the Planning Board will hold a legislative hearing on the request. This notice must be in the form of a mailed notice provided in compliance with the guidance found in Section 160D-602(a) of the North Carolina General Statutes. During the legislative hearing, the applicant shall report to the Planning Board on the delivery of the required notice and any communication with neighboring property owners and residents concerning the requested conditional zoning.

APPLICATION DEADLINES AND MEETING DATES

The deadline for filing of applications for legislative hearings will be the day which is 55 days prior to the date of the City Council meeting for which the public hearing is to be set, provided that the deadline is no less than 17 days prior to the Planning Board's required legislative hearing; in these instances, the deadline will be 62 days prior to the date of the City Council meeting for which the public hearing is to be set.

If five (5) applications have been received prior to the cut-off date, the request will be heard the following month.

<i>Application Deadline</i>	<i>Planning Board Meeting</i>	<i>City Council Meeting</i>
December 13, 2024	Monday, January 6, 2025	Thursday, February 6, 2025
January 10, 2025	Monday, February 3, 2025	Thursday, March 6, 2025
February 14, 2025	Monday, March 3, 2025	Thursday, April 10, 2025
March 14, 2025	Monday, April 7, 2025	Thursday, May 8, 2025
April 11, 2025	Monday, May 5, 2025	Thursday, June 5, 2025
May 16, 2025	Monday, June 2, 2025	Thursday, July 10, 2025
June 13, 2025	Monday, July 7, 2025	Thursday, August 7, 2025
July 11, 2025	Monday, August 4, 2025	Thursday, September 4, 2025
August 15, 2025	Tuesday, September 2, 2025	Thursday, October 9, 2025
September 12, 2025	Monday, October 6, 2025	Thursday, November 6, 2025
October 10, 2025	Monday, November 3, 2025	Thursday, December 4, 2025
*November, 2025: Confirm application deadline with staff	Monday, December 1, 2025.	*January, 2026: Confirm meeting date with staff

*** January, 2026 Council meeting date is not set by Council until December, 2025.**

ITEMS TO BE SHOWN ON THE SITE PLAN:

The application for a Conditional Zoning District shall include a site plan, which must be drawn to scale, with supporting information and text that specifies the actual use or uses intended for the Zoning Lot and any rules, regulations, and conditions that, in addition to all predetermined Ordinance requirements, will govern the development and use of the Zoning Lot. The following information must be provided, if applicable:

- 1) The actual shape, location, dimensions, and total acreage of the Zoning Lot; its zoning classification; the general location of the Zoning Lot in relation to major streets, railroads, and/or waterways; a north arrow; and, if the Zoning Lot is not of record, sufficient data to locate the lot on the ground;
- 2) All existing rights-of-way, easements, and reservations;
- 3) In addition to providing the shape, size, and location of any structure(s) already located on the Zoning Lot, the site plan must show the shape, size, and location of all structures to be erected, altered, or moved on the Zoning Lot;
- 4) Building elevations of all exterior facades at a minimum scale of 1/8" = 1';

- 5) The existing and intended use(s) of the Zoning Lot, specifically including the number of residential units and the total square footage of any nonresidential development;
- 6) The location and size of all yards, buffers, screening, and landscaping, including by way of illustration and not limitation front yard and parking lot landscaping, required by the Ordinance's predetermined standards for the general zoning classification applicable to the Zoning Lot or as otherwise proposed by the applicant;
- 7) All existing and proposed points of access to public streets;
- 8) Proposed phasing, if any;
- 9) The location and type of screening used to screen mechanical equipment;
- 10) The location, access to, and screening of a central solid waste area;
- 11) Traffic, parking, and circulation plans, specifically including the location and dimensions of off-street parking areas and loading spaces;
- 12) The grade separation of structure(s) and parking areas;
- 13) The paving material for parking areas;
- 14) Curb cuts;
- 15) The compliance of the proposed development with the Ordinance's predetermined sign regulations;
- 16) The level of compliance of the land use(s) proposed for the Zoning Lot with the Ordinance's predetermined performance standards for the general zoning classification assigned to the Zoning Lot, including by way of illustration and not limitation performance standards pertaining to light, noise, and vibration;
- 17) If applicable, the location of any flood zones;
- 18) The location of existing and proposed storm drainage patterns and facilities intended to serve the proposed development;
- 19) If applicable, the location of the watershed;
- 20) When required by the Ordinance's predetermined specifications, sidewalks; and
- 21) Information addressing the applicable permitting requirements of other local governmental agencies as well as federal and state agencies, including by way of illustration and not limitation, the North Carolina Department of Transportation and the North Carolina Department of Environmental Quality.

APPLICANT INFORMATIONApplicant Jenna McKenzie Applicant's Phone # 336-413-4475Applicant's Address 103 Worth St. Asheboro NC 27203Applicant email address jenna@mckenzierealestate.com**PROPERTY INFORMATION**Property Owner's Name Brandon AllenLocation of Property 137 and 131 N. Randolph Ave Property Size (ac. or s.f.) 0.52 acres

Randolph County Property Identification Number (PIN#) _____

Current Zoning District B2(C2) and R.75 Requested Zoning District B2(C2)Date Property Title Acquired 2018/2022 Deed Book 2601/2829 Page 712/531Subdivision Worth Terr Section _____ Lot # _____Plat Book NA / 1 Page _____ NA / 215**CONDITIONAL ZONING DISTRICT INFORMATION** (Attach additional sheets if necessary)

1. Application is hereby made to the City of Asheboro for a Conditional Zoning District for the following purpose:

Both parcels owned by same individual. Home
has burnt down. Both parcels empty. Owner will install
fencing, shrubbery, and lighting to city specifications.
Front parcel already zoned B2(C2) but conditions only
allow cars to be sold. New conditions requested would
allow for cars to be stored while waiting on body
repair or as an impound lot. Extra entrance would
not be required on street side.

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

Salisbury St area high in commercial zoning already.

For questions (3) and (4), if either of these questions apply, please state a reason. If you believe these do not apply, please check "does not apply".

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

Does not apply ☒

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

Does not apply ☒

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

Land currently un-usable to property owner with current conditions. Owner willing to create more visually appealing location at his own expense.

APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for a Conditional Zoning District rests with the applicant.

No application for a Conditional Zoning District will be advertised for public hearing until the Planning and Zoning Department has received all required materials. If all required materials are not received prior to the specified deadlines, hearings for the case may be delayed.

Per Section 4.05 of the zoning ordinance, it is intended that property will be reclassified to a Conditional Zoning District only in the event of firm plans to develop the property. Accordingly, subject to any specific durational limits imposed by the ordinance applying conditional zoning to the Zoning Lot, if no action has been taken to obtain a Zoning Compliance Permit in conformance with the conditional zoning ordinance within 36 months of the City Council's approval of conditional zoning for the Zoning Lot, the Community Development Director or his or her designee shall initiate appropriate action to rezone the Zoning Lot to a general zoning classification that is consistent with the adopted comprehensive plan.

Applicant Signature



Printed Name of Authorized Signatory (if different from Applicant)

Jenna McKenzie

Position/Relationship of Authorized Signatory to Applicant

Real Estate Agent

Owner Signature (if different than Applicant)



Owner Address

2385 Hickory Dr.
Asheboro, NC 27205

Telephone Number

336-302-4392

Printed Name of Authorized Signatory (if different from Owner)

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: JTL Date: 1-10-25 Case Number: 25-04

This document presented and filed:

06/13/2018 10:52:17 AM

DEED

Fee \$26.00 Excise Tax: \$44.00



20062204

Randolph County North Carolina
Krista M. Lowe, Register of Deeds

NORTH CAROLINA GENERAL WARRANTY DEED

✓ Mail to: P/U Ben C. Morgan
Prepared by: Law Office of Ben C. Morgan, 150A Scarboro St., Asheboro, NC 27203
Revenue Stamps: \$44.00

THIS DEED is made this 12th day of June, 2018, by and between the following Grantor and Grantee:

Grantor: ANDORBAR, INC.
a North Carolina Corporation
PO Box 2572
Asheboro, NC 27204

Grantee: BRANDON ALLEN
410 East Salisbury Street
Asheboro, NC 27203

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall signify either singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple that certain lot or parcel of land situated in Asheboro Township, Randolph County, North Carolina, which is more particularly described as follows:

BEGINNING at an iron pipe in the Western margin of Randolph Avenue at a point South 10 degrees 30 minutes West 33.72 feet from the Southern margin of the concrete pavement of East Salisbury Street (U. S. Highway No. 64); thence with the Western margin of Randolph Avenue South 10 degrees 30 minutes West 78.75 feet to an iron pipe, Hazel Samet's Northeast corner;

thence with the Samet line North 79 degrees 34 minutes West 150.12 feet to an iron pipe, Cut-Rate House Furnishing Co., Inc., corner; thence with the Cut-Rate House Furnishing Co., Inc., line North 10 degrees 31 minutes East 105.80 feet to an iron pipe in the right of way of East Salisbury Street (U. S. Highway No. 64); thence South 69 degrees 21 minutes East 152.48 feet to the Beginning, and being the Eastern portion of Lot No. 22, Worth Terrace Addition to the Meadow Tract, as shown on plat recorded in Plat Book 1, Page 215, in the Office of the Register of Deeds of Randolph County, North Carolina, less the portion of said lot embraced in the right of way of U. S. Highway No. 64.

For title reference see Deed recorded in Book 1185, Page 801, Randolph County Registry.

The property that is the subject matter of this conveyance is "not" the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to easements, limitations, restrictions and uses of record.

[the remainder of this page intentionally has been left blank]

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal the day and year first above written.

ANDORBAR, INC.

By: *Dorothy B. Barnes*

Name: Dorothy B. Barnes

Title: President

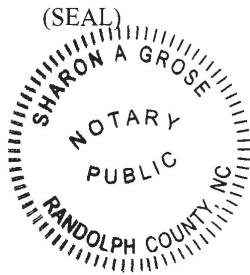
STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, **Sharon A. Grose**, a Notary Public of Randolph County, State of North Carolina, certify that **Dorothy B. Barnes**, personally appeared before me this day and acknowledged that she is President of **Andorbar, Inc.**, a North Carolina corporation, and that she as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp or seal, this 13th day of June, 2018.

My commission expires: May 5, 2023

Sharon A. Grose
Notary Public



This document presented and filed:

10/25/2022 03:44:57 PM

DEED

Fee \$26.00 Excise Tax: \$31.00



20154595

Randolph County North Carolina
Krista M. Lowe, Register of Deeds**NORTH CAROLINA
GENERAL WARRANTY DEED**Excise Tax: **\$31.00**

Recording Time, Book and Page:

Tax Map No.

Parcel Identifier No: **7761028920**Mail after recording to: **P/U Alie Yates Brown**This instrument was prepared by: **Alie Yates Brown, Attorney**THIS DEED made this 24th day of October, 2022, by and between**GRANTOR****Steve B. Barden, Trustee of the Elizabeth R. Taylor Testamentary Trust, Steve B. Barden and wife, Michele Lambert Barden****Mailing Address: P.O. Box 567 Asheboro, NC 27203****GRANTEE****Brandon Allen,unmarried****Mailing Address: 2621 Hickory Dr Asheboro, NC 27205**

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land and more particularly described as follows:

See Attached Exhibit A

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book **11E**, Page **721**, **Randolph** County Registry.

A map showing the above described property is recorded in Plat Book **1**, Page **215**, and referenced within this instrument.

Does the above described property include the primary residence (yes/no)? **No**

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer(s), the day and year first above written.

Steve B. Barden, Trustee of the Elizabeth R. Taylor Testamentary Trust
Steve B. Barden, Trustee of the Elizabeth R. Taylor Testamentary Trust

Steve B. Barden
Steve B. Barden

Michele Lambert Barden
Michele Lambert Barden

Johnston 20
NORTH CAROLINA RANDOLPH COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Steve B. Barden, Trustee of the Elizabeth R. Taylor Testamentary Trust. Witness my hand and official stamp or seal, this the 24 day of October, 2022

My Commission Expires 11-14-2023
NOTARY PUBLIC
LAURA S JOHNSON
NORTH CAROLINA RANDOLPH COUNTY

Laura S. Johnson
Notary Public
Print Notary Name: Laura S. Johnson

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Steve B. Barden and Wife, Michele Lambert Barden. Witness my hand and official stamp or seal, this the 24 day of October, 2022.

My Commission Expires 11-14-2023
NOTARY PUBLIC
LAURA S JOHNSON
NORTH CAROLINA RANDOLPH COUNTY

Laura S. Johnson
Notary Public
Print Notary Name: Laura S. Johnson

EXHIBIT A

Being Lot No. 21 of Worth Terrace Subdivision as shown by plat recorded in Plat Book 1, Page 215 in the office of the Register of Deeds for Randolph County, North Carolina.

Save and except the following:

BEGINNING at an existing iron pipe in the southwest corner of Lot 21 of Worth Terrace Subdivision as shown by a plat recorded in Plat Book 1, Page 215; thence from said beginning point North 07 degrees 21 minutes 06 seconds East 20.11 feet to an existing iron pipe; thence North 08 degrees 20 minutes 52 seconds East 39.82 feet to a computed point; thence along the northern line of Lot 21 South 81 degrees 17 minutes 00 seconds East 80.92 feet to an existing iron pipe; thence South 08 degrees 55 minutes 37 seconds East 59.97 feet to a new iron pipe; thence along the southern line of Lot 21 North 81 degrees 15 minutes 17 seconds West 79.96 feet to the point and place of BEGINNING and consisting of 4,830 square feet as shown by an unrecorded plat entitled "Michael Linual Allen" dated 11/11/07 and specified as Job No. G07120.

SS M4B



RZ-25-05

Application to rezone property located at 4512 US Hwy 220 Bus N (Randolph County Parcel Identification Number 7763080833). The request is to rezone existing B2 General Commercial zoning district to I1 (CZ) Industrial Conditional Zoning for Motor Vehicle Repair – Major and Vehicle Towing Operation and Storage Facility land uses.

1. Request	
Applicant: QAR Holding LLC	Property Owner: Lisa Maness Wentz
Zoning <i>Existing:</i> B2 General Commercial <i>Proposed:</i> I1 (CZ) Light Industrial Conditional Zoning <i>History:</i> None	
Required Notice <i>Mailed Notice by Applicant:</i> 1-21-25 <i>Mailed Notice by Staff:</i> 2-20-25 <i>Published Notice:</i> 2-18-25 & 2-25-25 <i>Posted Notice:</i> 2-13-25	

2. Site Information	
Location	4512 US Hwy 220 Bus North
PIN	7763080833
Size	0.44 acres +/-
Jurisdiction	Corporate Limits
Current Land Use	Vacant
Overlay Districts	None
Infrastructure	City utilities available
Transportation	
<i>Street Classification:</i>	US Hwy 220 Bus N is a Boulevard; Idlewild Dr. is a local street.
<i>Maintenance:</i>	Both streets are state maintained
<i>Other Notes:</i>	• NCDOT 2023 Annual Average Daily Traffic for section of US Hwy 220 Bus N: 8,900 (2012 existing capacity: 12,700) • 2024-2033 State Transportation Improvement Program (STIP) project R-5956B: widen US Hwy 220 Bus N to multilanes (currently unfunded) • 2040 proposed system right-of-way width for US Hwy 220 Bus N: 100 feet (existing 80 feet)
Surrounding Land Use	
<i>North:</i>	Cemetery
<i>South:</i>	Vacant Commercial
<i>East:</i>	Residential
<i>West:</i>	Industrial

3. Staff Analysis
1) 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, processing and assembly uses,

commercial uses, distribution and servicing enterprises, controlled by performance standards to limit the effect of such uses on 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 Towing 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 a 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 proposes to repave and utilize one existing driveway cut on US Hwy 220 Bus N. and decommission the driveway closest to Idlewild Dr. The existing driveway cut on Idlewild Dr. 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 220 Bus. N, 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 AM to 5 PM for the Motor Vehicle Repair-Major from 8 AM to 5 PM, 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.

4. Modifications to Ordinance Regulations

- 1) (-) Width of Screen and Screening materials (Typically Screen D 15' in width with evergreen trees along property lines abutting SF residential; Screen C 10' in width with evergreen trees along property lines abutting Cemetery. Chain link fencing is typically not permitted as screen fence, but rather a solid 6' wooden/vinyl/masonry fence or wall or a hedge of evergreen shrubs 5' on center and 6' in height)
- 2) (-) Storage area setback (Section 5.04(45)(1) requires all storage areas observe a setback of 25 feet from any residential zoned property)
- 3) (-) Width of Front Yard Landscaping area (Typically 10' in width)
- 4) (+) 8 AM to 5 PM hours of operation for Motor Vehicle Repair- Major use

5. Summary of Proposed Zoning Conditions (subject to change prior to final report)

- 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 AM to 5 PM
- 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.

6. Land Development Plan Consistency and Reasonableness

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

LDP Goals/Policies Supporting Request

- Checklist Item 5: 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.
- Checklist Items 12-14: 12.) Property is located outside of watershed; 13.) The property is located outside of Special Hazard Flood Area; 14.) Rezoning is not located on steep slopes of greater than 20%.

LDP Goals/Policies Not Supporting Request

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

Staff Proposed Plan Consistency Statement

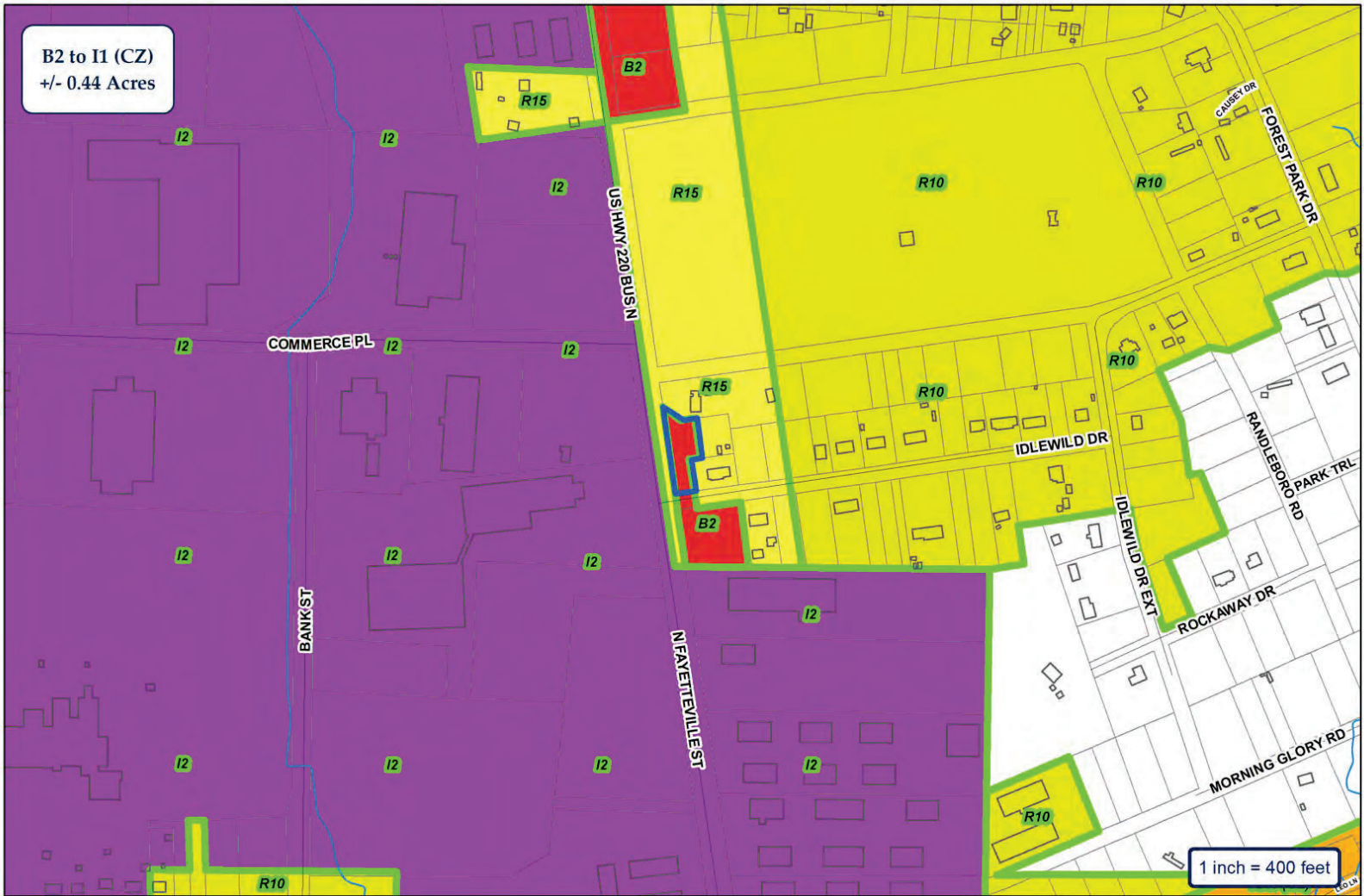
The zoning map amendment is consistent with Asheboro Land Development Plan in that it would lead to the reuse of a longstanding vacant lot in the primary growth strategy area.

Staff Proposed Reasonableness Statement

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.

7. Staff Recommendation and Planning Board Action Items

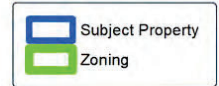
Staff Recommendation	Recommend approval attaching proposed conditions as summarized
Planning Board Recommendation	The Board heard initial information at the February 3, 2025 regular meeting and continued the hearing until the March 3 meeting. This report will be updated with the Board's recommendation after the conclusion of the March meeting.
Planning Board Plan Consistency and Reasonableness Statement	This report will be updated with the Board's Plan Consistency and Reasonableness statement after the conclusion of the March Planning Board meeting.
City Council Action Items	1) Adopt Plan Consistency and Reasonableness Statement 2) a) Approve or deny zoning map amendment RZ-25-05; rezone existing B2 General Commercial to I1 (CZ) Industrial Conditional Zoning for Motor Vehicle Repair – Major and Vehicle Towing Operation and Storage Facility land uses b) Attach zoning conditions as summarized or with modification.



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-05

Parcels: 7763080833



B2 to I1 (CZ)
+/- 0.44 Acres

Map_ID	Owner
A	WENTZ, LISA MANESS
B	STONEMOR NORTH CAROLINA LLC
C	A N R CONTRACTING LLC
D	A N R CONTRACTING LLC
E	LARA POLANCO INC
F	TECHNIMARK LLC
G	ASHEBORO SELF STORAGE LLC

1 inch = 200 feet

Map_ID	Owner
A	WENTZ, LISA MANESS
B	STONEVOR NORTH CAROLINA LLC
C	A N R CONTRACTING LLC
D	A N R CONTRACTING LLC
E	LARA POLANCO INC
F	TECHNIMARK LLC
G	ASHEBORO SELF STORAGE LLC





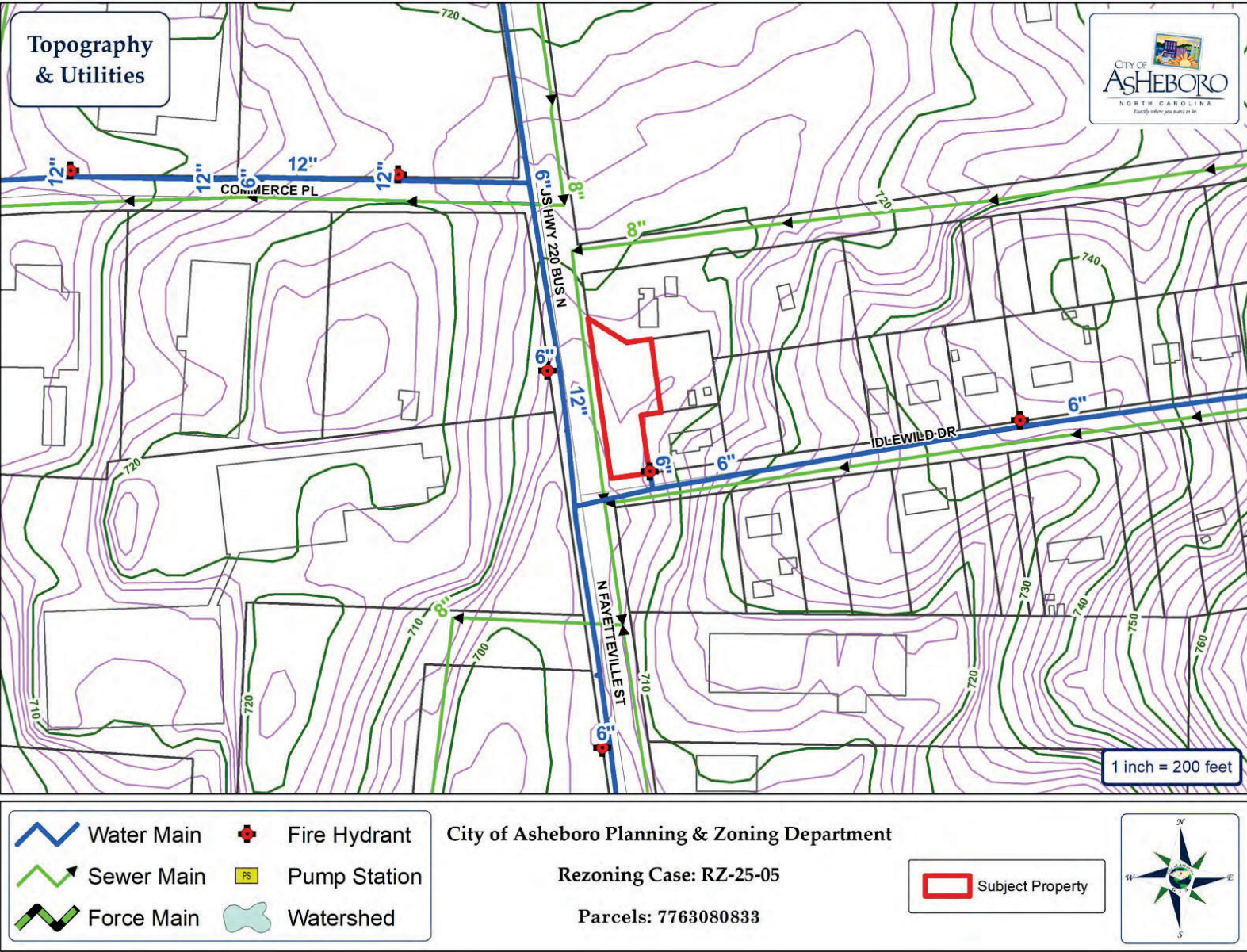
City of Asheboro Planning & Zoning Department

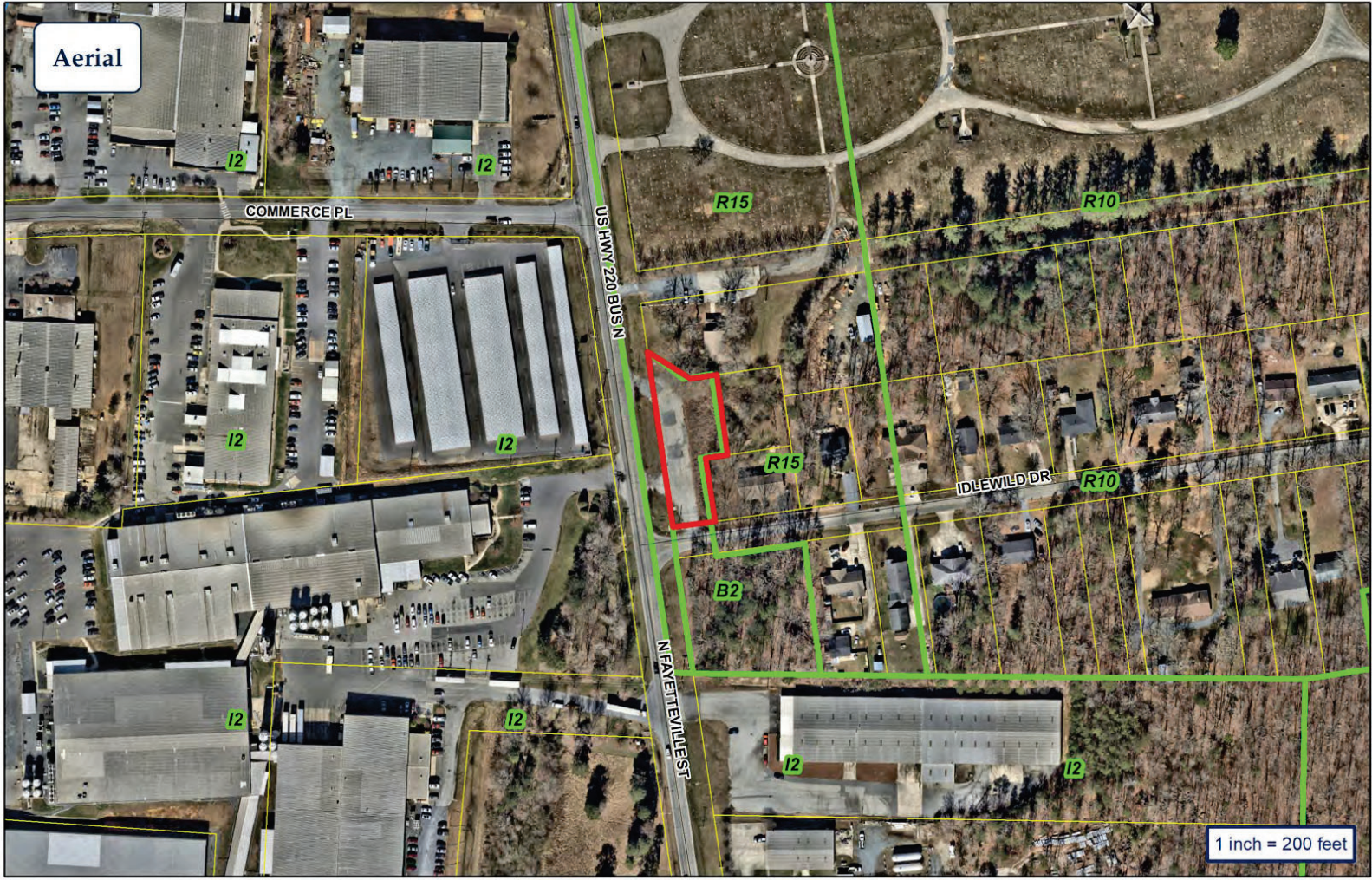
Rezoning Case: RZ-25-05

Parcels: 7763080833

Subject Property
 Adjoining Properties
 City Zoning





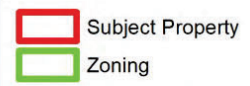


Aerial

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-05

Parcels: 7763080833



- Notes:
1. This project is not located within a special flood hazard area per NCFRIS.
 2. Map #: 37107763001 Effective Date: 1/2/2008
 3. Area calculated by coordinate geometry.
 4. All lines surveyed by Survey Carolina, PLLC are indicated by bold lines. All lines not surveyed by Survey Carolina, PLLC are indicated by dashed lines.
 5. No attempt was made by this survey to locate all underground utilities nor any other easements that would be revealed by a title search.
 6. Tax PIN: 7763080833
 7. Setbacks/Unless modified by required buffer/screen or conditional zoning approval):
Front: 10'
Side: 10'
Rear: 10'
 8. Existing Use: Vacant/General Commercial
 9. Proposed Use: Motor Vehicle Repair- Major/ Vehicle Towing Operation and Storage
 10. Full Cut off Flood Lights Proposed
 11. The use of this site will meet all Industrial district performance standards of the Asheboro Zoning Ordinance
 12. Minimum Parking Requirements: (Motor Vehicle Repair) 3.0 Per bay/work area plus 2.0 per 3 employees plus 1 per vehicle used directly in the conduct of such use. (Vehicle Towing Operation) 1 per employee, plus 1 per facility vehicle used in the conduct of such use, plus 2 spaces. 13 Spaces Proposed.
 13. If mechanical units are used they will be screened per City of Asheboro Screening Standards
 14. Standard street pick up garbage cans to be used.
 14. Landscaping to be planted Per City of Asheboro Front Yard Landscaping Regulations.
 15. Requested Zoning: I1 (C2)
 16. Restriction on hours of operation: (Motor Vehicle Repair: 8am-5pm) (Vehicle Towing Operation: None)
 17. Existing vegetation will be preserved and maintained along the creek and adjoining property to serve as a screen and front yard landscaping.



THIS SURVEY IS NOT SUBJECT TO GS 47-30 AND IS NOT TO BE USED FOR RECORDING

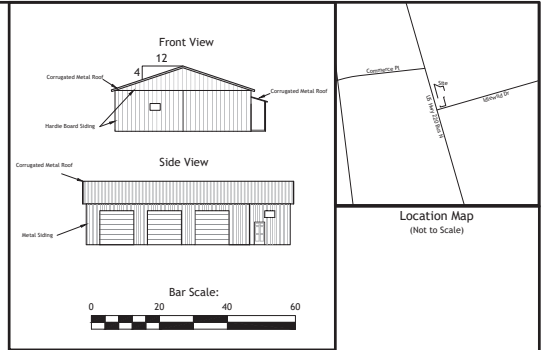
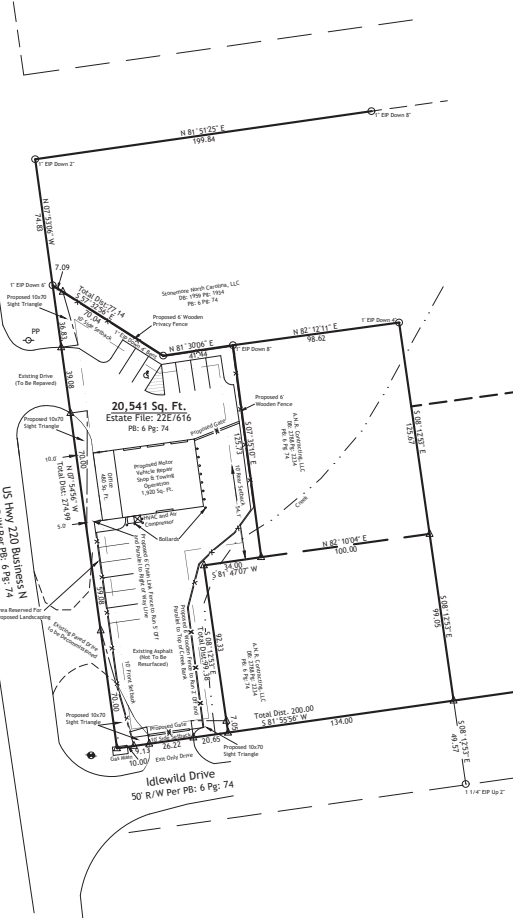
I, Dan W Tanner II, Professional Land Surveyor, certify that:

This survey is of an existing parcel or parcels of land and does not create a new street or change an existing street.

I Dan W Tanner II certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Estate File 22E/616; Back Deed Book 2674, page 449; that the boundaries not surveyed are indicated as drawn from information in Book 2674, page 449 or other reference source) and that the ratio of precision or positional accuracy is 1:10,000 +/-; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600).
This 11th day of February, 2025.

Seal
PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES

Professional Land Surveyor



- | | | |
|--|---|---|
| <ul style="list-style-type: none">Property LineCompared Property LineRight of Way LineEasement LineThe LinesSetback LinesGas LineSanitary Sewer LineStorm Sewer LineWater LineFenceOverhead Utility LineOverhead Power LineUnderground Electric LineUnderground Conduit Line100-Year Flood Hazard LineFluvialwayC.L. Railroad | <ul style="list-style-type: none">Communications ManholeSS - Sanitary SewerSS ManholeSS CleanoutUG Power BoxPower PoleLight PoleGas PoleGas ValveGas MeterGas ManholeElectric ManholeElectric MeterElectric Manhole2.000 Spot Elevation | <ul style="list-style-type: none">Hardwood TreeEvergreen TreeStoneR/W - Right of Way MonumentRRS - Railroad SpikeIRI - New Iron RodHP - New Iron PipeHCS MonumentEW - Existing Iron RodEP - Existing Iron PipeExisting Concrete MonumentBench MarkComputed Point / Point Not SetWellCatch BasinYard InletStorm Sewer ManholeJunction BoxDrop InletIrrigation Control ValveBack Flow PreventerWater ValveWater ManholeFire Dept. ConnectionFire HydrantUtility PoleTelephone PedestalTelephone PoleTransformer |
|--|---|---|

Owners:
Lisa Maness Wentz
405 25th Ave S
North Myrtle Beach, SC 29582

Site Plan For:
Steve Wishon

City Of Asheboro
Randlieman Township
North Carolina
February 11, 2025
Estate File: 22E/616; Back Deed Book: 2674 Pg: 449
Plat Book: 6 Pg: 74
Scale: 1" = 40 US Survey Feet



SURVEY CAROLINA, PLLC
154 S. Fayetteville St., Suite B, Asheboro, NC 27203
Phone Number: 336 625-8000
Email: mail@surveycarolina.com

Firm #: P-1110
Dan W Tanner II L-4787
© 2025 Survey Carolina, PLLC

Drawn By: AJS Checked By: DWT Job #: 17218

APPLICANT INFORMATION

Applicant QAR Holding LLC Applicant's Phone # 336-963-1436

Applicant's Address 1313 N. Fayetteville St.
Asheboro, NC 27203

Applicant email address _____

PROPERTY INFORMATION

Property Owner's Name Lisa Minness Wentz

Location of Property 4512 N. Fayetteville St. Property Size (ac. or s.f.) .44

Randolph County Property Identification Number (PIN#) 7763080833

Current Zoning District B-2 Requested Zoning District I-1 (CZ)

Date Property Title Acquired _____ Deed Book 22-E Page 616

Subdivision FOREST PARK Section _____ Lot # Pt L1-7

Plat Book 6 Page 74 (Pt L98-101)

CONDITIONAL ZONING DISTRICT INFORMATION (Attach additional sheets if necessary)

1. Application is hereby made to the City of Asheboro for a Conditional Zoning District for the following purpose:

Storage
Vehicle Towing Operation & Towing with
Motor Vehicle Major Repair.

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

Consistent with neighboring Employment Center &
Industrial designations.

For questions (3) and (4), if either of these questions apply, please state a reason. If you believe these do not apply, please check "does not apply".

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

Does not apply ☒

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

Growing Industrial Sector.

Does not apply ☐

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

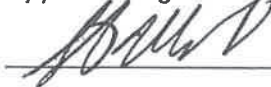
APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for a Conditional Zoning District rests with the applicant.

No application for a Conditional Zoning District will be advertised for public hearing until the Planning and Zoning Department has received all required materials. If all required materials are not received prior to the specified deadlines, hearings for the case may be delayed.

Per Section 4.05 of the zoning ordinance, it is intended that property will be reclassified to a Conditional Zoning District only in the event of firm plans to develop the property. Accordingly, subject to any specific durational limits imposed by the ordinance applying conditional zoning to the Zoning Lot, if no action has been taken to obtain a Zoning Compliance Permit in conformance with the conditional zoning ordinance within 36 months of the City Council's approval of conditional zoning for the Zoning Lot, the Community Development Director or his or her designee shall initiate appropriate action to rezone the Zoning Lot to a general zoning classification that is consistent with the adopted comprehensive plan.

Applicant Signature



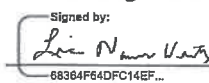
Printed Name of Authorized Signatory (if different from Applicant)

Steve Wishor

Position/Relationship of Authorized Signatory to Applicant

Managing Member

Owner Signature (if different than Applicant)

Signed by:

68364F64DFC14EF...

Owner Address

4335 Seven Lakes West,
West End NC 27376

Telephone Number

610-216-9091

Printed Name of Authorized Signatory (if different from Owner)

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: JLE Date: 11-02-25 Case Number: TBD

This document presented and filed:

11/04/2019 04:26:34 PM

DEED

Fee \$26.00 Excise Tax: \$0.00



20088080

Randolph County North Carolina
Krista M. Lowe, Register of Deeds

NORTH CAROLINA GENERAL WARRANTY DEED

Mail to: P/U Ben C. Morgan ✓

Prepared by: Law Office of Ben C. Morgan, 150A Scarboro St., Asheboro, NC 27203

Revenue Stamps: N/A

Parcel ID No.: 7763.08.0833

THIS DEED is made this 4th day of November, 2019, by and between the following Grantor and Grantee:

Grantor: PATRICIA BOWMAN MANESS (Divorced)
P.O. Box 352
Asheboro, NC 27204

Grantee: JAMES F. MANESS
700 25th Avenue South
North Myrtle Beach, SC 29582

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall signify either singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple that certain lot or parcel of land situated in Randleman Township, Randolph County, North Carolina, which is more particularly described as follows:

BEGINNING at a new iron pin at the intersection of the Eastern right of way line of U.S. Highway 220 and the Northern right of way line of Idlewood Drive; and tinning thence with the Eastern right of way line of U.S. Highway 220, North 05 degrees 40 minutes West 275 feet to a new iron pin; thence South 44 degrees 31 minutes 40 seconds East 78.10 feet to a point; thence North 84

degrees 20 minutes East 40 feet to a new iron pin; thence South 05 degrees 40 minutes East 125 feet to a new iron pin; thence South 84 degrees 20 minutes West 34 feet to a new iron pin; thence South 05 degrees 40 minutes East 100 feet to a new iron pin in the Northern right of way line of Idlewood Drive; thence South 84 degrees 20 minutes West 66 feet with the Northern right of way line of Idlewood Drive to the point of beginning, and being the part of Lots 1, 2, 3, 98 and 99, 100, and 101 and the Western 66 feet of Lots 4, 5, 6, 7, Block C, Section One, Forest Park Subdivision as per Plat thereof recorded in Plat Book 6, Page 74, Randolph County Registry, North Carolina, and being that property surveyed for Kayo Oil Company by Mickey G. Miller, Registered Land Surveyor, dated September 13, 1967, to which reference is made.

For back reference, see deed recorded in Deed Book 1944, Page 1371, Randolph County Registry.

The Grantor is executing this Deed to convey her ½ interest in the subject property to the Grantee, thus vesting 100% undivided interest with the Grantee.

The property that is the subject matter of this conveyance is "not" the primary residence of the Grantor.

In connection with the preparation of this instrument, The Law Office of Ben C. Morgan has not examined any public records, as they may pertain to the above-described premises, and does not certify title.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to easements, limitations, restrictions and uses of record.

(The remainder of this page has intentionally been left blank.)

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal the day and year first above written.

Patricia Bowman Maness (SEAL)
Patricia Bowman Maness

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

I, Ronda L. Rush, a Notary Public of the abovesaid County and State, certify that **Patricia Bowman Maness (Divorced)**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 4th day of November, 2019.

(SEAL)



Ronda L. Rush
Notary Public

My commission expires: 11-27-22

- Notes:**

 - This project is not located within a special flood hazard area per NCFRIS.
 - Area calculated by coordinate geometry.
 - All lines surveyed by Survey Carolina, PLLC are indicated by bold lines. All lines not surveyed by Survey Carolina, PLLC are indicated by dashed lines.
 - No attempt was made by this survey to locate all underground utilities nor any other easements that would be revealed by a title search.
 - Tax PIN: 7750267479, 7750267421; 7750268462.

STATE OF NORTH CAROLINA

I, _____, Review Officer of Randolph County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Adopted by the Asheville City Council:

Annexation Ordinance Effective Date: _____

Date _____ Review Officer _____

Area To Be Annexed
34,644 Sq. Ft. Total

Tract 1
19,047 Sq. Ft. Clear of R/W
PB: 23 Pg: 23

Tract 2
15,597 Sq. Ft. Clear of R/W
PB: 23 Pg: 23

Annexation Data:
34,644 Sq. Ft. Total
19,047 Sq. Ft. From Tract 1
15,597 Sq. Ft. From Tract 2

I, Dan W. Tanner II, Professional Land Surveyor, certify:

In accordance with NC General Statute 47-30(f)(1)c.1. That the survey is of all existing parcels or parcels of land or one or more existing easements and does not create a new street or change an existing street. For the purpose of this subsection, an "existing parcel" or "existing easement" is an area of land described in a single, legal description or legally recorded subdivision that has been or may be legally conveyed to a new owner by deed in its existing configuration.

I, Dan W. Tanner II, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in: Book _____, page _____).

that the boundaries not surveyed are clearly indicated as drawn from information found in Book _____, See _____, page _____, Notes; that the ratio of precision or positional accuracy as calculated is 1:"10000"; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 11th day of December, A.D., 2024.

PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES

Professional Land Surveyor L-4787

Station Map
(Not to Scale)

I, Dan W. Tanner II, certify that this map was drawn under my supervision from an actual GPS/GNSS survey made under my supervision and the following information was used to perform the survey:

 - (1) Class of survey: Class A
 - (2) Positional accuracy: <0.10
 - (3) Type of GNSS field procedure: Real-Time Kinematic Networks
 - (4) Dates of survey: December 05, 2024
 - (5) Datum/EPOCH: NAD83(2011) / 2010.00
 - (6) Published/Fixed-control use: North Carolina Real Time Network
 - (7) Geoid model: Geoid 12A
 - (8) Combined grid factors: 0.99998967
 - (9) GPS/GNSS Scale Point: E:1,752,844.88 Z:860.93
 - (10) Units: US Survey Feet

Legend:

 - Blackwood Tree
 - Evergreen Tree
 - Stone
 - R/W - Right of Way Monument
 - R/S - Railroad Spike
 - NIS - New Iron Rod
 - NIP - New Iron Pipe
 - NGCS Monument
 - DN - Existing Nail
 - EN - Existing Iron Rod
 - EX - Existing Iron Pipe
 - Existing Concrete Monument
 - Barbed Wire
 - Compacted Point / Point Not Set
 - Well
 - Property Line
 - Communications Manhole
 - SS - Sanitary Sewer
 - GS Manhole
 - US Channel
 - The Lines
 - Setback Lines
 - Gas Line
 - Sanitary Sewer Line
 - Storm Sewer Line
 - Water Line
 - Fence
 - Overhead Utility Line
 - Underground Electric Line
 - Underground Gas Line
 - 100 Year Flood Hazard Line
 - Flowway
 - C/L Railroad
 - Catch Basin
 - Yard Inlet
 - Storm Sewer Manhole
 - Junction Box
 - Drop Inlet
 - Irrigation Control Valve
 - Back Flow Preventer
 - Water Valve
 - Water Meter
 - Fire Dept. Connection
 - Fire Hydrant
 - Utility Pole
 - Telephone Pedestal
 - Telephone Pole
 - Transformer
 - Communications Manhole
 - SS - Sanitary Sewer
 - GS Manhole
 - US Channel
 - U/G Power Box
 - Power Pole
 - Light Pole
 - Gas Pole
 - Gas Valve
 - Gas Meter
 - Electric Meter
 - Electric Manhole
 - Spot Elevation

Scale: 1" = 20 US Survey Feet

Bar Scale: 0 20 40 60

SURVEY CAROLINA, PLLC
154 S. Fayetteville St., Suite B, Asheville, NC 27203
Phone Number: 336 625-8000
Email: mail@surveycarolina.com

Form #: P-1110
Dan W. Tanner II L-4787
Asheboro, NC 27204

Drawn By: JER **Checked By:** DWT **Job #:** 17045

1. This project is not located within a special flood hazard area per NCFRIS. Map #: 3710766900J Effective Date: 1/2/2008
2. Area calculated by coordinate geometry.
3. All lines surveyed by Survey Carolina, PLLC are indicated by bold lines. All lines not surveyed by Survey Carolina, PLLC are indicated by dashed lines.
4. No attempt was made by this survey to locate all underground utilities nor other easements that would be revealed by a title search.
5. Tax PIN: 7669360946

I, _____ Review Officer of Randolph County,
certify that the map or plat to which this certification is affixed
meets all statutory requirements for recording.

Date _____ Review Officer _____

Adopted by the Asheboro City Council: _____

Annexation Ordinance Effective Date: _____

CURVE	ARC LENGTH	CHORD BEARING	DELTA ANGLE	RADIUS
C1	268.88	N 36° 08'58" E	24° 17' 10"	634.30
C2	256.16	S 36° 08'58" W	24° 17' 16"	604.30

LINE	BEARING	DISTANCE
L1	S 24° 18'33" W	171.90
L2	N 72° 19'52" W	22.50



Area To Be Annexed
58.386 Acres Total

59.120 Acres Total
DB: 2480 Pg: 687



- | | | | |
|---|--------------------------|---|--------------|
|  | Horizontal Line |  | Coin Rack |
|  | Emergency Line |  | Yard Line |
|  | State |  | Power Switch |
|  | SW - Right of Way Marker |  | Power Switch |
|  | SW - National Speed |  | Power Switch |
|  | SW - New York Flag |  | Power Switch |
|  | SW - New York Flag |  | Power Switch |
|  | SW - New York Flag |  | Power Switch |
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|  | SW - New York Flag |  | Power Switch |
|  | SW - New York Flag |  | Power Switch |

I, Dan W Tanner II, Professional Land Surveyor, certify:

In accordance with NC General Statute 47-30(f)11d
That the survey is of another category, such as the recombination of existing
parcels, a court-ordered survey, or other exemption or exception to the definition
of subdivision.

I, Dan W Tanner II, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in:

Book 2939 , page 683 ;

that the boundaries not surveyed are clearly indicated as drawn from information found in Book See, page Notes; that the ratio of precision or positional accuracy as calculated is 1:100000+; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 11th day of December, A.D., 2024.

PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES

Professional Land Surveyor

L-4787



Area To Be Annexed: 58.386 Acres
Satellite Annexation Survey For:

Satellite Annexation Survey For:
Mark T. Braswell

Grant Township
North Carolina

Deed Book:2480 Pg:687
Scale: 1" = 120 US Survey Feet
Bar Scale:

Age Group	1000 Condition (%)	2000 Condition (%)
7	~75	~55
10	~85	~65
13	~90	~75
16	~95	~85

SURVEY CAROLINA, PLLC
154 S. Fayetteville St, Suite B, Asheville, NC 27203
Phone Number: 336 625-8000
Email: mail@surveycarolina.com

Firm #: P-1110
Dan W Tanner II L-4787
© 2025 Survey Carolina, Pllc

Drawn By: AJS Checked By: DWT Job #: 17166

RUNWAY

TAXIWAY

APRON

APRON

"T" HANGARS

C.A.P.
BUILDING

A B C D

MAINTENANCE
BUILDING

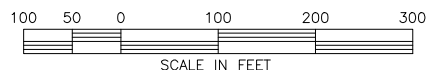
"T" HANGARS

PUBLIC FACILITIES

F E

FBO
ADMINISTRATION
BUILDING

ASHEBORO REGIONAL AIRPORT



SCHEDULE "C"

AMENDED NOVEMBER, 1995
JANUARY, 1997
AUGUST, 1998
JUNE, 1999
DECEMBER, 2000
DECEMBER, 2003
NOVEMBER, 2006
OCTOBER, 2013
OCTOBER, 2022
NOVEMBER, 2024
FEBRUARY, 2025

DISPLAY AREA

AIRCRAFT
MUSEUM

Q

65.5'

H

G

L

"T" HANGARS

J

M

K

HANGARS

O

P

"T" HANGARS

N



Memorandum

City of Asheboro Central Business District Parking Study and Strategy
Status Update February 2025
Walker Project Number 19-001579.00

Date: February 21, 2025
To: Trevor Nuttall, Community Development Director
Company: City of Asheboro
Address: 146 North Church Street

From: Jim Corbett, Director of Municipal Planning
Project Name: City of Asheboro Central Business District Parking Study and Strategy
Project Number: 19-001579.00

Walker representatives were asked to provide the following project status update for the Central Business District Parking Study and Strategy. As of the writing of this memorandum, *Phase 1: Analysis and Evaluation of Existing Conditions* has been completed, including a summary of the stakeholder and open house meeting and an evaluation of the community survey results. Walker representatives and staff members of the Planning Department are evaluating the future parking needs related to estimated growth metrics and additional parking demand impacts created by active and potential redevelopment projects.

Parking Supply Summary

Within the downtown study area, 920± publicly available off-street parking spaces have been recognized as controlled by the City and the County. By contrast, 1,227± privately held off-street parking spaces are available for the patrons of the businesses represented by the control of this private inventory. Lastly, as many as 321± curbside parking spaces are available on the streets within the downtown study boundaries for a comprehensive public and private parking inventory of 2,468± parking spaces.

Parking Demand Summary

The following parking utilization percentages have been reported during a typical weekday observation period in October. The gray-shaded columns reflect peak evening and non-evening observation times during the day.

Inventory	10:00 a.m.	11:00 a.m.	12:00 p.m.	1:00 p.m.	6:00 p.m.	7:00 p.m.
On-Street	35%	44%	49%	48%	43%	40%
Off-Street Public	47%	49%	50%	49%	26%	25%
Off-Street Private	28%	30%	29%	27%	21%	19%
Overall	40%	43%	44%	43%	26%	25%

Source, Walker Consultants 2024

The following parking utilization percentages have been reported during a typical weekend observation period in October. The gray-shaded columns reflect peak evening and non-evening observation times during the day.

Inventory	11:00 AM	12:00 PM	1:00 PM	4:00 PM	6:00 PM	7:00 PM
On-Street	40%	36%	44%	35%	45%	48%
Off-Street Public	21%	21%	25%	22%	22%	27%
Off-Street Private	19%	17%	17%	15%	15%	17%
Overall	22%	21%	25%	21%	23%	26%

Source, Walker Consultants 2024

Summary of Stakeholder and Open House Discovery Meetings

In coordination with the City and as part of the discovery and existing conditions analysis, Walker representatives interviewed stakeholders and hosted one open house meeting to understand the issues and items unique to Asheboro's downtown. These meetings were held in person from November 19th through November 21st, with an additional virtual meeting conducted with Asheboro Hosiery, LLC representatives on the Monday after the Thanksgiving break.

Meeting topics and concerns were related to the perceived impacts of several redevelopment projects planned for the upcoming years, particularly the effects on available public parking inventory. Attendees were also concerned about the safety of pedestrian crossings at the main vehicular corridors and the need for additional lighting along these pedestrian corridors.

It's believed that downtown employees are parking in the prime parking areas, prohibiting frequent parking space turnover due to employees parking for longer periods. The current time-limited signs are not enforced consistently, and some stakeholders believe curbside regulations are not enforced. Enforcement representatives with the City expressed concerns that parking citations are frequently voided. Stakeholders believe the \$5.00 fine for a parked overtime parking citation is insubstantial.

The need for short-term loading and unloading spaces is becoming a growing concern for carryout businesses and downtown residents needing quick access to their properties.

The special event application process suggests greater coordination is needed between all managing and operational parties, and more advanced communication with business owners is warranted before the event.

A concern has been raised about food truck operators occupying prime curbside parking inventory during peak activity periods, sometimes conflicting with available parking inventory needed for brick-and-mortar restaurants.

Stakeholders believe all public parking locations should be branded with hours of operation that will help residents and users identify parking inventory locations. A vehicular wayfinding program would also enable greater utilization of public parking locations.

Summary of Community Survey Responses

A summary of the survey respondent's answers is shown here:

- The majority of respondents, seventy-six percent (76%), reside within the city limits or in Randolph County, but not downtown.
- The preferred reason for coming downtown is restaurants and bars, followed by festival events and retail.
- The majority of respondents, fifty-six percent (56%), come downtown weekly.
- Thirty-six percent (36%) visit downtown in the early evening between 6:00 p.m. and 10:00 p.m. (Highest percentage categorical response)
- Ninety-seven percent (97%) of respondents travel into and out of downtown by personal vehicle.
- Forty-eight percent (48%) prefer to park in off-street parking lots managed by the City of Asheboro. (Highest percentage categorical response)
- Of the three suggested parking options, forty-six percent (46%) of respondents prefer parking that is affordable and easy to find but less conveniently located.
- Fifty-two percent (52%) of respondents can usually find parking when coming downtown.

- The top three most important parking criteria are proximity to destination, certainty of available parking, and safety and security of parking options.
- Fifty percent (50%) of respondents rank the quality of pedestrian and wayfinding signs as “average.”
- Fifty-four percent (54%) of respondents are willing to walk 1 to 2 blocks from their parking space to their destination.
- Thirty-one percent (31%) of respondents have no issues parking at city parking lot locations, while 28% state they are usually full or at capacity. (Highest percentage categorical responses)
- Forty-eight percent (48%) of respondents replied that the downtown parking system is somewhat easy to navigate. (Highest percentage categorical response)
- Fifty-seven percent (57%) of respondents replied that two hours is enough time to park on-street.
- Forty-one percent (41%) of respondents are unaware of the Randolph County Area Transit operation. (Highest percentage categorical response)
- The top three barriers to preventing motorists from walking farther from their parked destination are a preference to park as close as possible, safety, and weather and temperature conditions.
- The top four preferences for using curbside and right-of-way areas are sidewalks, curbside parking, green space, and passenger pick-up and drop-off.
- The top three steps the city should undertake for managing the availability of public parking downtown are to create more parking options through leasing and acquisition efforts, create more off-street parking options through shared parking agreements with private property owners, and redesign on-street parking for angled parking instead of parallel parking where applicable.

Open-ended Question #19: What would you recommend to improve parking conditions in Downtown Asheboro?

- Do not charge a fee for parking in public spaces.
- Consistently enforce posted parking time limits.
- Curbside parking for visitors and surface lots for employees and residents.
- Construct or build a centrally located parking deck.
- More lights and security patrols to ward off homeless people in the evenings.
- Shared parking with private businesses on evenings and weekends.
- Bike lanes and sidewalks.
- More short-term parking spaces for quick access to carry out retail and food service.
- Better-branded directional signs for all public parking locations.
- Better delivery vehicle access to businesses.
- Build a parking deck at the old Courier-Tribune building site (500 Sunset Avenue)
- Consider a shuttle circulator on peak days to accommodate remote parking areas.

Open-ended Question #20: What action should the City of Asheboro take to manage parking demand related to future growth and development challenges?

- Optimize existing parking through shared agreements - both public and private.
- Promote alternative available parking lots through a redesigned wayfinding program with improved signage.
- Develop alternative transportation options for park-and-ride, such as the trolley mentioned.
- Address parking needs east of Fayetteville Street.
- Parking deck at Chandler Concrete site or tiered parking lots on Church Street.
- The city should acquire land or build parking on existing city-owned land.

Project: Wolfsped Water Main Extension, City of Asheboro, North Carolina

Design-Build Contract Amendment #: 3

GMP 3:

- Final Design for Sections 1-4
- Engineering Services during Construction for Sections 3 and 4
- Construction for Section 3

Initial Agreement Date: February 1, 2024

Amendment Effective Date: Date executed by the City

Design-Builder Project No.: 3433

Background:

During the pre-construction phase the project team concluded to minimize schedule and cost impacts the project would include multiple GMPs. Prior GMPs have included Early Material Procurement for Sections 2, 3, 4 and Construction for Section 4.

GMP 3 Scope Summary:

GMP 3 includes all remaining Final Design for Sections 1-4, Engineering Services during Construction (ESDC) for Sections 3 and 4, Allowances for Sections 3 & 4, and construction for Section 3. For construction of Section 3, the Design-Builder shall perform all necessary design, engineering, and construction per the 75% plans and specifications and Owners Project Criteria including any additional work required by final design development to 100% for the Lump Sum cost outlined in this amendment.

Agreement:

Section 6.2 shall be amended as follows:

6.2 Lump Sum. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of GMP1 + GMP2 + GMP 3 + Allowances which equates to Twenty nine million four hundred sixty-six thousand fifty-four dollars and ninety-four cents (\$29,466,054.94) ("Contract Price") for the Work for Phase 2 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

Section 6.2A shall be added as follows:

6.2.A Allowances. The total sum of Allowance Items shall be \$1,699,088.00 for Phase 2 as set forth in Exhibit G3 hereto, which is based upon Design-Builder's Section 3 Proposal. Items included in the Exhibits are estimates of Allowance Items only and shall not be deemed as a limitation as to each such Allowance Item. Design-Builder may utilize the Allowance Items funds in its good faith discretion, subject to Owner's approval thereof.

The following allowance items are included for Construction of Section 3 & 4:

1. Traffic Control: \$150,000.00 allowance
 - a. Twenty shifts impacted by traffic control adjustments due to weather.
2. Unknown Utilities: \$184,000.00 allowance
 - a. \$9,200 per day of loss production. Unknown utilities are defined as those not marked or identified on the final plans.

3. Additional Rock Removal: \$431,250.00 allowance
 - a. Additional rock removal is \$375/CY. Quantity to be verified by Owner in field. 500 CY is included in Lump Sum cost.
4. Tri Colored Bat: \$200,000.00 allowance
 - a. Unknown if new rules and regulations around protecting the Tri-Colored Bat will be in effect during construction.
5. 401/404 Permit: \$75,000.00 allowance
6. Unsuitable Material: \$96,000.00 allowance
 - a. Unsuitable material removal, disposal, and replacement is \$64/CY. Unsuitable material is defined in the specifications by the Engineer. Quantity to be verified by the Owner.
7. Subbase Repair: \$138,838.00 allowance
 - a. Unsuitable subbase removal, disposal, and replacement is \$208/SY. Quantity to be verified by the Owner.
8. SCADA / Electrical: \$375,000 allowance
 - a. Allocation of controls and system compatibility configurations to be determined.
9. Orangeburg Material Sewer Service: \$49,000.00 allowance
 - a. Potential for Orangeburg material per Ramseur. Orangeburg material removal, disposal, and replacement is \$6,125 per service.

Other project risks including, but not limited to, weather delays, material escalation, additional material hauling, additional shoring, additional traffic control, additional work hours, and final design progression changes are included in the Design-Builder's lump sum cost.

For additional requirements refer to Section 6.7 - Allowance Items and Allowance Values.

Section 11.4 shall be amended as follows to include updated Exhibits.

Listing of Exhibits and documents incorporated herein:

- Exhibit A – Owner's Project Criteria
- Exhibit B – Phase 1 Scope of Services, Schedule, and Fee
- Exhibit C - DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2022 Edition) ("General Conditions of Contract")
- Exhibit D – Insurance Requirements for Owner and Design-Builder. Updated Insurance Certificates
- Exhibit E – E-Verify Affidavit
- Exhibit F – State / County Sales / Use Tax Statement
- Exhibit G1 – Accepted GMP Proposal 1
- Exhibit G2 – Accepted GMP Proposal 2
- Exhibit G3 – Accepted GMP Proposal 3 and Allowances

Summary of Costs:

Phase 1

Preconstruction Services and 75% Design	LS	\$ 5,034,601.90
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Phase 2

GMP 1 – Early Material Procurement (EMP) Section 4	LS	\$ 4,011,109.79
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GMP 2 – EMP Sections 2 & 3, Construction Section 4	LS	\$15,898,199.23
GMP 3 – Final Design, ESDC Sections 3 & 4, Construction Section 3	LS	\$ 7,857,657.92
Allowance – Construction Section 3 & 4 Risk Register	ALW	\$ 1,699,088.00

Phase 2 Subtotal		\$29,466,054.94
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Updated Total Contract Value		\$34,500,656.84
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Attachments:

Garney Companies GMP 3 Proposal and Allowances. This Proposal shall be incorporated into the agreement as Exhibit G3.

By executing this Amendment, Owner and Design-Builder agree to modify the Agreement as stated above. Upon execution, this Amendment becomes a Contract Document issued in accordance with the Progressive Design-Build Agreement executed between the parties by the City of Asheboro on February 1, 2024. There are no other changes to the Agreement.

CITY OF ASHEBORO:

GARNEY COMPANIES, INC.:

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

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

Finance Officer

Date