

**AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, DECEMBER 5, 2024, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Mr. Ryan Patton and Mr. Ben Hughes will present the Blue Comets Youth Football Teams.
4. Executive Director Samantha Baker will present the United Way of Randolph County Annual Report.
5. Downtown Development Manager Addie Corder, MPA will present the Downtown Asheboro Inc. Annual Report.
6. Assistant City Manager Trevor Nuttall will report on the recent announcement of a Land and Water Conservation Fund financial award to be used for development of the David and Pauline Jarrell Center City Garden.
7. Public comment period.
8. Consent agenda:
 - (a) Approval of the meeting minutes for the special city council meeting held on October 29, 2024.
 - (b) Approval of the meeting minutes for the regular city council meeting held on November 7, 2024.
 - (c) Acknowledgement of the receipt of the meeting minutes for the Asheboro ABC Board meeting held on October 1, 2024.
 - (d) Approval of the community development division's request to schedule and advertise for the regular January 2025 city council meeting a legislative hearing on an application to rezone property located at 207 East Pritchard Street (Randolph County Parcel Identification Number 7751966980) from OA6 Office-Apartment to M (Mercantile).
 - (e) Acknowledgement of the receipt of the monthly report detailing major subdivisions administratively approved. *(There have been none approved.)*
 - (f) Approval of a request to extend the time allowed between preliminary plat and final plat review for the Timber Ridge Subdivision through July 2026.
 - (g) Approval of a resolution honoring Fire Chief Willie Summers upon his retirement from the fire and rescue department.

- (h) Approval of a resolution expressing the city council's concurrence with revisions designed to incorporate the most recent federal and state laws/regulations into the City of Asheboro Employee Policies and Procedures Manual.
 - (i) Approval of an ordinance setting the Asheboro City Council's schedule for regular meetings during the 2025 calendar year.
 - (j) Approval of an ordinance to amend the General Fund.
 - (k) Approval of an ordinance to amend the Water and Sewer Fund to allow economic development along East Dixie Drive & East Presnell Street.
9. Community Development Director John Evans will present the initial testimony on the following meeting items:
- (a) Quasi-Judicial Hearing (Case No. SUP-24-02): 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." *The applicant has requested a continuance of this item until the January 2025 Regular Council meeting.*
 - (b) Legislative Hearing (Case No. RZ-24-22): An application to rezone property located at 1449 and 1453 Old Liberty Road (Randolph County Parcel Identification Numbers 7773034780 and 7773035627) from R10 Medium-Density Residential to I1 (CZ) Light Industrial Conditional Zoning.
 - (c) Legislative Hearing (Case No. RZ-24-23): An application to rezone property located at 305 Old Liberty Road (Randolph County Parcel Identification Number 7762059321) from B2 General Commercial and R10 Medium-Density Residential to R10 on the entire parcel.
10. City Engineer Michael Leonard, PE will present the following items:
- (a) A petition received from Vuncannon Frazier, LLC requesting the satellite annexation of a parcel (Randolph County Parcel Identification Number 7763544550) located near 801 Hub Morris Road and containing 44.147 acres.
 - (i) Resolution directing the city clerk to investigate the annexation petition.
 - (ii) Resolution setting the date for a public hearing on the question of annexation.

- (b) An Asheboro Airport Authority recommendation for the city council to take the actions necessary to lease space at the Asheboro Regional Airport for the construction of a new hangar.
11. Assistant City Manager Trevor Nuttall will provide an update on pending vacancies on the Planning Board.
 12. City Attorney Jeff Sugg will present proposed revisions to a lease agreement with ZooKeepers Baseball LLC and seek authorization to publish notice of the council's intent to take final action on the lease agreement during the regular city council meeting in January 2025.
 13. Mayor Smith will lead a discussion of upcoming events and items not on the agenda.
 14. Adjournment.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

SUBGRANTEE'S FEDERAL I.D. NO.
#37-01097

LAND AND WATER CONSERVATION FUND SUBGRANTEE CONTRACT

Subgrantee: City of Asheboro

Subgrantee Address and Contact Information: 146 North Church St., Asheboro, NC 27204 - Trevor Nuttall

Subgrantee Fiscal Year End Date: June 30

Grant Award Date: 10/01/2024

Project Number: 37-01097

Project Title: Jarrell City Center Garden

Effective Contract Period: 10/01/2024-09/30/2027

Project Scope (Description of Project): Development of a city garden park with trails, restrooms, parking and a fence

Total Approved Budget (Project Costs): \$597.440.00

Land and Water Conservation Fund Grant Amount:	\$ 298,720.00	Federal Share: up to 50%
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Local Government Match:	\$ 298,720.00	Local Share: up to 50%
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Section I. Purpose and Contents of the Contract

The North Carolina Department of Natural and Cultural Resources (the “**Department**”) and City of Asheboro (the “**Subgrantee**”, and together with the Department, the “**Parties**”) hereby enter into this Land and Water Conservation Fund Subgrantee Contract (this “**Contract**”), effective as of the Date of the last signature to this Contract, for the completion of the Project Scope stated above, pursuant to LWCF Grant 37-01097 (the “**Grant**”), awarded to the Department by the United States Department of the Interior Land and Water Conservation Fund (“**LWCF**”) on 10/01/2024.

Upon execution of this Contract, the Department hereby promises, in consideration of the promises by the Subgrantee herein, to obligate to the Subgrantee the Land and Water Conservation Fund Grant Amount (the “**Grant Amount**”) shown above. The Subgrantee hereby promises to manage the funds efficiently and effectively in accordance with the approved budget; to promptly complete the Project Scope described above in a diligent and professional manner within the Contract Period; and to monitor and report work performance as required by all relevant federal and state laws and regulations.

The Parties agree that they are subject to and will comply with the terms, promises, and any other requirements appearing either directly or by reference in the following documents, which are incorporated herein by reference into this Contract, as though fully set forth herein, and are binding on the Parties:

- a. All attachments or amendments hereto, including:
 - i. Attachment A: Notice of Certain Reporting and Audit Requirements
 - ii. Attachment B: Scope of Work
 - iii. Attachment C: Assurances - Construction Programs and
 - iv. Attachment D: Certification Regarding Lobbying
- b. The application by Subgrantee for the Grant, which shall remain on file with the Department;
- c. The Notice of Award and Grant agreement #37-01097 between the U.S. Department of the Interior and the State of

North Carolina (the "Notice of Award"), as the terms apply to City of Asheboro

- d. The Department of the Interior's Standard Award Terms and Conditions: <https://www.doi.gov/grants/doi-standard-terms-and-conditions> (version effective June 1, 2023 and any subsequent editions or amendments thereto);;
- e. LWCF State Assistance Program Federal Financial Assistance Manual, Volume 71 (the "Manual") and any subsequent editions or amendments thereto.

Section II. Eligible Project Costs, Fiscal Management, and Recordkeeping

1. The Grant Amount must be matched on the basis of at least one (1) dollar of funding provided by the Subgrantee for every one (1) dollar of funding provided under the Grant. The Subgrantee shall be reimbursed for eligible costs in accordance with the federal cost share percentage stated on page 1 of this Contract. Note that if the Subgrantee has an overmatch for the Contract Grant Funds, the Subgrantee will be reimbursed at a rate of less than fifty percent (50%) of eligible costs. To be eligible, project costs must be incurred during the Contract Period, documented in the grant application, described in the Project Scope, and initiated and/or undertaken after execution of this Contract by the Parties. Pre-award costs shall only be eligible if included and approved with the initial grant application. The Department shall only pay or reimburse the Subgrantee for reasonable, eligible costs actually incurred by the Subgrantee that do not exceed the Grant Award amount for the Project outlined on page 1 of this Contract.
2. LWCF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. Value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board and conducted in accordance with the standards of the Uniform Appraisal Standards for Federal Loan Applications ("UASFLA"). The Department shall review the appraisal as to content and valuation. Final approval of appraised amounts rests solely with the Department.
3. In order to allow general public access and use in a timely manner, the Subgrantee agrees to begin development on LWCF-acquired land within three (3) years of the date this Contract is signed by the Parties.
4. Payment shall be made in accordance with this Contract, the Scope of Work (Attachment B), the Notice of Award, and any applicable law and regulations. Payment for work performed will be made upon receipt and approval of invoice(s) from the Subgrantee documenting the costs incurred in the performance of work under this Contract. Invoices may be submitted to the Contract Administrator quarterly. Final invoices, including accounting records that document all expenditures and requests for reimbursement, must be received by the Department for approval within thirty (30) days after the end of the Contract period or Contract completion, whichever occurs first. Refer to the LWCF Manual Chapter 7.G.3 for documentation required to close out an LWCF grant. Accounting records should be based on generally accepted local government accounting standards and principles. All accounting records and supporting documents will clearly show the Project Number and Project Title to which they are applicable.
5. Subgrantee will retain records in accordance with 2 CFR 200; to the extent that 2 CFR 200 is not applicable, Subgrantee will retain all pertinent records for a period of five (5) years or until all audit exceptions have been resolved, in accordance with the provisions of 09 NCAC 03M .0703. Records created or obtained under this Contract shall not be destroyed, purged or disposed of outside of the stated retention policy without the express written consent of the Department.
6. The Subgrantee acknowledges and agrees that the State Auditor, Department, or their respective authorized agents may request access to persons and records under N.C. Gen. Stat. § 147-64.7. The State Auditor, the Department, or their respective agents may access the Subgrantee's accounting records as well as the audit work papers in the possession of any auditor of the Subgrantee. The Department recommends that Subgrantee retain the documents related to this grant and project in perpetuity, including this Contract and as applicable, any amendments to this Contract, deeds, approved maps, and site plans, etc.
7. The Subgrantee must ensure that grant funds dispersed under this Contract are audited in compliance with all applicable federal and state statutes and regulations, including, but not limited to, 2 CFR 200 (with particular attention to the applicable provisions of Part F of the same), as well as the requirements of Chapter 9, Subchapter M of the North Carolina Administrative Code (including, but not limited to, the audit requirements contained in Attachment A), and any other applicable federal or state laws and regulations regarding the same.

8. The Subgrantee agrees to refund to the Department, after an audit of the project's financial records, any costs disallowed or required to be refunded to the Department on account of audit exceptions. The Subgrantee agrees that any unused awarded funds remaining after the completion of the project or termination of this Contract shall revert back to the Department.
9. By agreeing to this Contract, the Subgrantee certifies the applicable assurances described in Attachment C.
10. The Parties agree and understand that the awarding of the sums specified herein is subject to allocation and appropriation of funds to the Department for the purposes set forth in this Agreement.

Section III. Project Execution

1. The Subgrantee may not deviate from the Scope of the Work outlined in Attachment B without the prior written approval of the Department. When the Subgrantee desires to change an element of the project, including, but not limited to, a change to the project scope, a revised estimate of costs, a deletion or addition of project deliverables, or an extension of the Contract Period, the Subgrantee must submit a request to the Department for approval in writing no less than sixty (60) days prior to the end of the Contract Period. All requests made within the sixty (60) days prior to the end of the Contract Period will be submitted to the National Park Service ("NPS") for review, and then, based on that review, either be approved or denied by the Department. The Subgrantee must obtain prior approval of budget and program revisions in accordance with 2 C.F.R. 200.308.
2. The provision of Grant funds from the Department to the Subgrantee herein is a subaward that does not create any employment relationship, joint venture, or partnership between the Subgrantee and the Department. The Subgrantee shall be wholly responsible for the work to be performed and for the supervision of its employees, agents, representatives and subcontractors. The Subgrantee represents that it has, or shall secure at its own expense, all personnel required to complete the Project Scope. Such employees, agents, representatives and subcontractors shall not be employees of or have any individual contractual relationship with the Department.
3. If the Subgrantee acts as a pass-through entity and disburses any Grant funds to lower-tiered entities, the Subgrantee shall follow the requirements of 2 CFR 200, paying particular attention to the requirements of 2 CFR § 200.331 when determining whether a lower-tier recipient of Grant funds is a subgrantee or a subcontractor.
4. The Subgrantee shall not subgrant any of the work contemplated under this Contract, without prior written approval from the Department. The Department shall not be obligated to pay for any expenses incurred by any unapproved sub-Subgrantee. Furthermore, any sub-subgrantee must agree to abide by the standards contained in this Contract and to provide all information to allow the Subgrantee to comply with these standards. A Subgrantee who receives approval to subgrant work contemplated under this Contract shall not be relieved of any of the duties and responsibilities of this Contract.
5. In the event the Subgrantee contracts or subcontracts out the completion of any or all of the Project Scope:
 - a. The Subgrantee is not relieved of any of its duties and responsibilities provided in this Contract;
 - b. The Subgrantee shall be responsible for all subcontractor activities including adherence by subcontractors to all applicable requirements of this Contract; and
 - c. All subcontracts shall require the Subgrantee's subcontractor to agree to abide by all applicable laws and regulations, as well as the standards laid out herein, and to provide such information as to allow the Subgrantee to comply with these standards, including allowing State and federal authorized representatives to access any records pertinent to its role as a subcontractor to complete the Project Scope.
6. The Subgrantee agrees to comply with all applicable reporting requirements for grant recipients at the designated reporting level as outlined in 09 NCAC 03M .0205 (see Attachment A), including providing a certification that State financial assistance received was used for the purposes for which it was awarded.

7. The Subgrantee shall not subgrant to or subcontract with any party listed on the governmentwide exclusions in the federal System for Award Management (SAM), or that is otherwise barred or suspended from contracting with the Federal Government.
8. If Subgrantees hires consultants, the consultants must be qualified, and Subgrantee must submit documentation showing competitive selection or justification of single procurement for contract amounts greater than \$3,000, in accordance with 2 CFR 200.318-327.
9. The Subgrantee agrees to comply with all applicable requirements of 2 CFR 200.322, as well as the Build America, Buy America Act (Pub. L. No. 117-58, §§ 70901-52, particularly §§ 70914 of the Act), and complete all necessary documentation to maintain and certify the Act's requirements.
10. The Subgrantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved Project Scope, including a required close-out inspection upon project completion. After project completion, the Subgrantee agrees to conduct contract compliance inspections at least once every five (5) years and to submit a Department-provided inspection report to the Department.
11. The Subgrantee agrees land acquired with LWCF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication and Federal Award Identification Number (FAIN) will be recorded in the deed of said property and the property may not be converted to other than public recreation use without prior approval of the Department and U.S. Department of Interior. The Subgrantee agrees to maintain and manage LWCF-assisted development/renovation projects for public recreation in perpetuity after project completion. Conversions to other than public recreation use are governed by federal law and the LWCF Manual and require prior approval.
12. The Subgrantee agrees to operate and maintain the project site so to appear attractive and inviting to the public, kept in safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
13. The Subgrantee shall agree to place all utility lines developed with LWCF assistance underground.
14. If the project site is rendered unusable for any reason whatsoever, the Subgrantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public in a timely manner.

Section IV. Project Termination and Applicant Eligibility

1. The Subgrantee may unilaterally rescind this Contract at any time prior to the expenditure of funds by the Department on the project described in this Contract by providing written notice to the Department.
2. Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 calendar days' notice in a writing signed by the Parties, or as otherwise provided by law.
3. Termination for Cause: If, through any cause, the Subgrantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Department shall have the right to terminate this Contract by giving written notice to the Subgrantee and specifying the effective date thereof.
4. Termination for Convenience: The Department may terminate this Contract for convenience or when it determines, in its sole discretion, that continuing the Contract would not produce beneficial results in line with the further expenditure of funds, by providing the Subgrantee with ____ calendar days written notice.
5. Effect of Termination: In the event the Contract is terminated by either party, the Subgrantee shall be paid for services satisfactorily completed, less payment or compensation previously made. Unexpended funds held by the Subgrantee shall revert to the Department or the U.S. Department of the Interior. The Subgrantee will not incur new obligations for the

terminated portion of the Contract and will cancel as many outstanding obligations as possible, after it has received the notification of termination from the Department or has provided Department with the same, in the event that Subgrantee is terminating the contract. Costs incurred after receipt or provision of termination notice will be disallowed. The Subgrantee shall not be relieved of any liability to the Department because of any breach of the Contract by the Subgrantee. The Department may, to the extent authorized by law, withhold payments to the Subgrantee for the purpose of set-off until the exact amount of damages due the Department from the Subgrantee is determined.

6. Failure by the Subgrantee to comply with the provisions and conditions set forth in the formal application and this Contract may, in the Department's sole discretion, result in the Department declaring the Subgrantee ineligible for further LWCF grant awards, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.
7. Waiver by the Department of any default or breach in compliance with the terms of this Contract by the Subgrantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Department and the Subgrantee and attached to the Contract.
8. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Section V. General Terms

1. No assignment of the Subgrantee's obligations or the Subgrantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Department, the Department may:
 - a. Forward the Subgrantee's payment check(s) directly to any person or entity designated by the Subgrantee, or
 - b. Include any person or entity designated by Subgrantee as a joint payee on the Subgrantee's payment check(s). In no event shall such approval and action obligate the Department to anyone other than the Subgrantee and the Subgrantee shall remain responsible for fulfillment of all Contract obligations.
2. Except as otherwise provided herein, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Department, the Subgrantee, and the U.S. Department of the Interior. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and Subgrantee that any such person or entity receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
3. To the extent allowed by law, the Subgrantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Subgrantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Subgrantee.
4. All notices permitted or required to be given by one party to the other and all questions about the Contract from one party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either party may change the post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other party within thirty (30) calendar days of such change. The Subgrantee shall not substitute key personnel assigned to the performance of this Contract without prior approval by the Department's Contract Administrator.

Department Contract Administrator	Subgrantee Contract Administrator
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NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Vonda Martin, Manager of Grants and Outreach 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone: 919-707-9338 Email: Vonda.martin@ncparks.gov	Subgrantee: City of Asheboro Attention: Trevor Nuttall Address: 146 North Church St., Asheboro, NC 27204 Telephone: 336-626-1201 x2323 Email: tnuttall@ci.asheboro.nc.us
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5. The Subgrantee agrees to comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to this Contract (including, but not limited to, the LWCF grant program legislation (54 U.S.C. §200301, et seq.); 2 CFR 200.92, 200.101, and 200.332) and the conduct of its normal operations, including, but not limited to, purchasing, construction, land acquisition, fiscal management, equal employment opportunity, accessibility, and the environment.
6. The Subgrantee shall comply with all federal and State laws relating to equal employment opportunity. The Subgrantee shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
7. In accordance with North Carolina Executive Order 24 (signed October 18, 2017), the Subgrantee agrees not to discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or expression in the use of any property or facility acquired or developed pursuant to this Contract.
8. The Subgrantee agrees it provides a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1988 (41 USC 8103).
9. The Subgrantee will comply with all applicable requirements of 2 CFR § 200.216, which prohibits subrecipients from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment.
10. The Subgrantee will comply with all applicable requirements of 2 CFR § 200.323 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
11. The Subgrantee shall have on file with the Department a copy of the Subgrantee's policy addressing conflicts of interest that may arise involving the Subgrantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Subgrantee's employees or members of its board or other governing body, from the Subgrantee's disbursing of state funds and local matching funds and shall include actions to be taken by the Subgrantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Department may disburse the grant funds. Subgrantee shall at all times comply with the Subgrantee's conflict of interest policy.
12. The Subgrantee shall abide by the requirements of 31 U.S.C. §1352 (Byrd-Anti Lobbying Amendment). In addition, the Subgrantee shall complete Attachment D (Certification Regarding Lobbying) and abide by all requirements of the same.
13. Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date.
14. This Contract may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Department and duly executed by an authorized representative of the Department and the Subgrantee.
15. If any provisions of this Contract are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

16. If eligible, the Subgrantee and all Subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
17. Travel expenses shall not be reimbursed in the performance of this Contract. If travel is necessary in the performance of this Contract, it shall be included in the approved project budget and narrative.
18. N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any state employee of any gift from anyone with a contract with the state, or from any person seeking to do business with the state. By execution of any response in this procurement, the Subgrantee attests, for its entire organization and its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by the organization or any of its employees or agents.
19. This Contract and any documents incorporated specifically by reference represent the entire agreement between the Parties as to the subject matter herein and supersede all prior oral or written statements or agreements. This Contract and any addenda thereto, are incorporated herein by reference as though set forth verbatim.

Section VI. Signature

In witness whereof, the Department and the Subgrantee have executed this Contract in duplicate originals, one of which is retained by each of the Parties.

Name of Subgrantee (Local Government)	Signature of Subgrantee (Chief Elected Official)
Typed or Printed Name of Official	Title of Official
Date	

(Notary Public Completes)

State of North Carolina

County of

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On this _____ day of _____, 2024, _____

personally appeared before me the said named _____, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: _____, 20____.

Signature of Notary Public

(Seal Here)



North Carolina Department of Natural and Cultural Resources
D. Reid Wilson, Secretary

By:

Department Head or Authorized Agent
for Secretary D. Reid Wilson

Title

Date

Attachment A
Notice of Certain Reporting and Audit Requirements

The Subgrantee shall comply with all rules and reporting requirements established by State statute or administrative rules. For convenience, the reporting requirements are set forth in this Attachment.

Reporting Thresholds.

There are three reporting levels established for grantees and Subgrantees receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subgrantee that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subgrantee that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subgrantee that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subgrantees shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.
- (2) All grantees and subgrantees shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subgrantees shall report on activities and accomplishments undertaken by the Subgrantee, including reporting on any performance measures established in this Agreement.
- (4) Level III grantees and subgrantees shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Department in the format and method specified by the Department no later than three (3) months following the end of the Subgrantee's fiscal year. Audits must be provided to the Department no later than nine (9) months following the end of the Subgrantee's fiscal year. The Subgrantee shall use the reporting package forms provided by the Department in making and submitting reports to the Department.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Agreement shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Agreement shall not be charged to State awards.

Notwithstanding the provisions of this Agreement, a grantee may satisfy the reporting requirements of this Agreement by submitting a copy of the report required under federal law with respect to the same funds.

Attachment B
Scope of Work

North Carolina Division of Parks and Recreation
Land and Water Conservation Fund – Grants Program for Local Governments

Subgrantee: City of Asheboro

Title of Project: Jarrell City Center Garden

Project Number: 37-01097

Grant Agreement Number: P24AP01949

Amount of Grant: \$298,720.00

Amount of Match: \$298,720.00

Contact Person for Project: Trevor Nuttall

Title: Assistant City Manager

Address: 146 N. Church St., Asheboro, NC 27204

Telephone: 336-626-1201 x2323

Contact email address: tnuttall@ci.asheboro.nc.us

Scope of Project: Development of a city garden with trails, restrooms, parking and a fence

Length of Project: 36 Months (10/01/2024-09/30/2027)

Schedule for Reimbursements:

Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). No more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The Subgrantee's grant application and support documentation are, by reference, part of the contract. The Land and Water Conservation Fund administrative manual are, by reference, a part of the contract.

Attachment C
Construction Assurances

As applicable, I certify that the Subgrantee:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the Department, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the Department. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the Department with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the Department.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the Department.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulation specified in Appendix A of the OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart FJ).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title V of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L.92-255), as amended relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L.91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO11738; (c) protection of wetlands pursuant to EO11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1966 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the Department in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-profit Organizations.”
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106 (g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procuring a commercial sex act during the period of time that the award is in effect; or (3) Using forced labor in the performance of the award or subawards under the award.

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

MEETING DATE: TUESDAY, OCTOBER 29, 2024

MEETING TIME: 6:00 PM

LOCATION: CITY OF ASHEBORO
PUBLIC WORKS FACILITY,
1312 N. FAYETTEVILLE STREET,
ASHEBORO, NORTH CAROLINA 27203

At 6:00 p.m. on Tuesday, October 29, 2024, the Asheboro City Council will convene for a special meeting in the main conference room at the City of Asheboro Public Works Facility, 1312 North Fayetteville Street, Asheboro, North Carolina 27203. The purpose of the meeting is to advance the development of a capital improvement plan for the city’s water and wastewater treatment, water distribution, and sewer collection infrastructure.

The water resources director and the finance director will discuss compliance and replacement issues impacting the city’s water and sanitary sewer utilities. During the meeting, a representative from the Waterworth company will demonstrate a software model that works as a planning tool to evaluate expenditures, revenues, and net cash balance. This information will be used to facilitate a discussion about prioritizing capital projects and determining how to generate sufficient revenue for infrastructure needs.

No legislative action is anticipated during the special meeting. All interested parties are invited to attend. The meeting will be conducted in open session.

This special meeting notice has been issued on the 22nd day of October, 2024.

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

#

**SPECIAL MEETING
ASHEBORO CITY COUNCIL
PUBLIC WORKS FACILITY
1312 N. FAYETTEVILLE STREET, ASHEBORO, NC
TUESDAY, OCTOBER 29, 2024
6:00 P.M.**

This being the time and place for a special 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
- Edward J. Burks)
- Kelly L. Heath)
- William N. McCaskill) – Council Members Present
- Walker B. Moffitt)
- Charles A. Swiers)
- W. Joseph Trogon, Jr.)
- Clark R. Bell) – Council Member Absent

John N. Ogburn, III, City Manager
Alyssa R. Chapuis, Public Information Officer
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Steven B. Hackett, CPA, Deputy Finance Director
Trevor L. Nuttall, Assistant City Manager
Deborah P. Reaves, Finance Director
Michael D. Rhoney, PE, Water Resources Director
Jeffrey C. Sugg, City Attorney

1. Call to Order

Mayor Smith called the meeting to order for the transaction of business, and business was transacted as follows.

2. Development of the Water and Sanitary Sewer Capital Improvements Plan

After calling the meeting to order, Mayor Smith turned the meeting over to Finance Director Deborah Reaves and Water Resources Director Michael Rhoney. During their presentations, Ms. Reaves and Mr. Rhoney provided background information and discussed the development of a capital improvements plan that addresses compliance and replacement issues impacting the city's water and sanitary sewer utilities.

During this discussion, Naya Jamieson with the Waterworth Company demonstrated a software model that works as a planning tool to evaluate expenditures, revenues, and net cash balance. Ms. Jamieson participated in the meeting through the Zoom communications platform. The equipment needed to allow for Ms. Jamieson's remote participation was configured to give all meeting attendees real-time access to Ms. Jamieson's comments.

In order to maintain operational efficiency and reliability, the City of Asheboro has commenced comprehensive capital improvements planning for its water and wastewater utility systems. Capital improvements involve projects with significant construction that are non-recurring in nature and are intended to extend the life of existing assets or to build new essential infrastructure. A capital improvements plan covers multiple years and coordinates the financing and timing of the projects.

The city's vast water and sewer infrastructure is aging and originally was largely designed to accommodate textile manufacturing operations. The current demands on the system are much different. Additionally, state and federal clean water regulations are evolving and dictating that treatment process be modified to meet public health and environmental standards.

Ms. Reaves and Mr. Rhoney emphasized that a capital improvements program is essential to prioritizing facility and system upgrades and for ensuring that a sound methodology exists to pay for the projects. Additionally, Ms. Reaves and Mr. Rhoney asked the council members to think about and evaluate/prioritize the needed capital projects outlined during the presentations. These capital projects will be essential and will impact future budgets.

With the need to fund certain capital projects, Ms. Reaves asked the council to assess the potential need for water and sewer rate increases in the near future. Such increases will help offset some of the costs for the needed capital projects. In the meantime, city staff will build revenue models and work on some rate structures for the council's review and evaluation.

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

There being no further business, the meeting was adjourned at 8:18 p.m.

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, NOVEMBER 7, 2024
7:00 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, Jr., Chief of Police
Alyssa R. Chapuis, Public Information Officer
Timothy E. Cockman, Deputy Fire Chief
Holly H. Doerr, CMC, NCCMC, City Clerk
John L. Evans, Community Development Director
Charles J. Garner, Code Enforcement Officer
Michael H. Jones, Police Captain
Douglas P. Kemp, Human Resources Director
Michael L. Leonard, PE, City Engineer
Trevor L. Nuttall, Assistant City Manager
Deborah P. Reaves, Finance Director
Michael D. Rhoney, PE, Water Resources Director
Jonathan M. Sermon, Recreation Services Director
Jeffrey C. Sugg, City Attorney
Kristen P. Terry, Human Resources Generalist
Willie Summers, Fire Chief

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

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

During this portion of the meeting, Mayor Smith recognized students that were in attendance as a requirement of the Student LIFT program.

Mayor Smith then closed the public comment period.

4. 2024 Gold HIRE Vets Medallion Award

Human Resources Generalist Kristen Terry announced that the city was awarded the 2024 Gold HIRE Vets Medallion Award. This award is sponsored by the US Department of Labor.

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

5. Report in Regard to Randolph Community College

Ms. Linda Brown, who is the Strategic Planning and Development Officer for Randolph Community College, announced that the college has been ranked the #1 community college in North Carolina.

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

6. Discussion and Report of the Assistance Provided by Asheboro Personnel in Western North Carolina

Chief Brown and Chief Summers reported on the assistance provided by the Asheboro Police Department and Asheboro Fire and Rescue Department during relief efforts in Western North Carolina after Hurricane Helene. Teams from both departments assisted emergency personnel in the Asheville Area, including in Montreat, Swannanoa, and Black Mountain.

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

7. Consent Agenda

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 September 5, 2024

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

(b) Approval of the City Council Meeting Minutes for October 8, 2024

The meeting minutes for the city council's special meeting on October 8, 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.

(c) Approval of the General Account of a Closed Session Held During the Special City Council Meeting on October 8, 2024

The general account of the closed session that was held during the special city council meeting on October 8, 2024, was approved and has been filed in the city clerk's office.

- (d) Approval of a Resolution Sealing the General Account of the Closed Session Held on October 8, 2024

RESOLUTION NUMBER 24 RES 11-24

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Resolution Sealing the General Account of a
Closed Session Held on October 8, 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 on October 8, 2024, to consider the qualifications of prospective candidates to serve as the next city manager; and

WHEREAS, the purpose for going into closed session on October 8, 2024, would be frustrated if the general account of the closed session were to be made available for public inspection at this time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the general account of the closed session conducted on October 8, 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 November 7, 2024.

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

ATTEST:

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

- (e) Approval of the City Council Meeting Minutes for October 10, 2024

The meeting minutes for the city council’s regular meeting on October 10, 2024, were approved and have been filed in the city clerk’s office. An electronic copy of the approved document has been posted on the city’s website.

- (f) Approval of the Community Development Division’s Request to Schedule for December 5, 2024, and to Advertise Legislative Hearings for the Following Cases:

- (i) An application to rezone property located at 1449 and 1453 Old Liberty Road (Randolph County Parcel Identification Numbers 7773034780 and 7773035627) from R10 Medium-Density Residential to I1 Light Industrial.

- (ii) **An application to rezone property located at 305 Old Liberty Road (Randolph County Parcel Identification Number 7762059321) from B2 General Commercial and R10 Medium-Density Residential to R10 on the entire parcel.**
- (g) **Approval of a Resolution Seeking the Appointment of Justin Luck, Planning and Zoning Director, as a Review Officer Consistent with N.C.G.S. 47-30.2**

25 RES 11-24

**RESOLUTION REQUESTING THE APPOINTMENT
OF A REVIEW OFFICER**

WHEREAS, G.S. 47-30.2 requires the Board of County Commissioners in each County, by resolution, to appoint Review Officers responsible for reviewing each plat before it is recorded and certifying that it meets the statutory requirements for recording; and

WHEREAS, it is the desire of the Asheboro City Council to ensure an expeditious review of all maps and plats as required by G.S. 47-30.2 before they are presented to the Register of Deeds for recording; and

NOW, THEREFORE, BE IT RESOLVED, that the Asheboro City Council hereby requests the appointment of Asheboro Planning and Zoning Director Justin Luck as a Review Officer authorized to perform all duties as required of such officers as outlined by the appropriate North Carolina General Statutes.

This resolution was duly adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of November, 2024.

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

ATTEST:

/s/Holly H. Doerr
Holly H. Doerr, CMC, NCCMC, City Clerk
City of Asheboro, North Carolina

- (h) **Acknowledgement of the Receipt of the Monthly Report Detailing Major Subdivisions Administratively Approved.**

There have been none approved.

- (i) **Authorization to Enter into an Agreement with Piedmont Triad Regional Council for Administrative Services Pertaining to the CASPN Homes Community Development Block Grant**

A copy of the approved agreement with Piedmont Triad Regional Council is on file in the community development division.

- (j) **Approval of a Resolution Ratifying the Building Inspections and Planning and Zoning Schedules of Fees Previously Established with the Adoption of the FY 24-25 Budget Ordinance.**

RESOLUTION NUMBER _____ **26 RES 11-24**

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION AMENDING THE SCHEDULE OF FEES FOR BUILDING INSPECTIONS AS WELL AS PLANNING AND ZONING

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(d)(2) of the Code of Asheboro addresses the issue of permit fee amounts charged in connection with building inspections by providing as follows:

§ 150.25 PERMITS

(D) Permit fees.

- (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; and*

WHEREAS, the City of Asheboro Zoning Ordinance addresses the issue of fee amounts by providing in Section 2.03(A)(2)(c)(i), with regard to the fee schedule, that “fees for filing applications shall be set by resolution of the City Council and kept in the Planning and Zoning Department Office;” 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, during the annual budget preparation and approval process for fiscal year 2024-2025, a proposed schedule of permit fees for the City of Asheboro Planning and Zoning Department (the “Planning and Zoning 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 Building Inspections Fee Schedule approved by the city council on June 27, 2024, with an effective date of January 1, 2025, is attached to this Resolution as EXHIBIT 1; and

WHEREAS, the Planning and Zoning Fee Schedule approved by the city council on June 27, 2024, with an effective date of January 1, 2025, is attached to this Resolution as EXHIBIT 2; and

WHEREAS, it is advisable to provide stand-alone ratification of the above-listed fee schedules that were approved as part of the comprehensive budget ordinance for fiscal year 2024-2025.

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

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

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

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

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

- (n) **Approval of a Resolution Awarding to Master Police Officer Michael C. Fulk, Upon His Retirement from the Asheboro Police Department, His Service Side Arm**

RESOLUTION NUMBER 27 RES 11-24

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION AWARDING TO MICHAEL C. FULK
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, which began on February 16, 2007, Asheboro Master Police Officer Michael C. Fulk will begin his retirement from employment with the city on December 1, 2024; 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 Officer Fulk 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 December 1, 2024, in consideration of the combination of his dedicated service to the City of Asheboro and the payment to the city of \$1.00, Michael C. Fulk is to be awarded ownership of his city-issued service side arm (a Glock model 45 9mm with serial no. BLKC027 and three magazines) upon a determination by the police department command staff that Mr. Fulk 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 November 7, 2024.

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

ATTEST:

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

8. Update on the Proposed Emergency Operations Center – Fire Station No. 3

- (a) **A Review of the Ongoing Efforts to Obtain a Memorandum of Understanding with FEMA Related to Federal Funding**

Chief Summers reported that all pertinent documentation has been submitted to secure federal funding for the construction of the proposed emergency operations center – fire station no. 3. Additional updates will be provided as the process continues forward.

- (b) **Request for Authorization for Stewart-Cooper-Newell to Proceed with Design Services**

Chief Summers requested authorization for Stewart-Cooper-Newell, the project's architectural firm, to proceed with design services in accordance with the proposal received. The new fire station no. 3 and emergency operations center, approximately 12,00 square feet, is proposed to be built on approximately 4 acres on Zoo Parkway near the intersection with Crestview Church Road.

The total basic design fees are listed as follows for Phase 1-Schematic Design and Phase 2 – Design Development Construction Documents, Bid Negotiations, Construction Administration.

Total Basic Design Fees for both Phases:
Schematic Design through Construction Administration \$561,000 as shown in the breakdown below.

Schematic Design Phase	\$112,200
Design Development Phase	\$112,200
Construction Document Phase	\$224,400
Bidding/Negotiation Phase	\$28,050
Construction Administration	\$84,150

The firm will use each phase listed above as a step in the process and will not proceed until it receives city approval to advance to the next phase.

Council Member Bell moved, and Council Member Burks seconded the motion to authorize the execution of the necessary legal instruments for Stewart Cooper-Newall to proceed with the outlined design services for the new fire station no. 3/emergency operations center. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

9. **Legislative Hearings**

(a) Legislative Hearing (Case No. RZ-24-19): An application to rezone property located on the east side of US 220 Business South at Oakhurst Road (Randolph County Parcel Identification Numbers 7659569317 and 7659660333) from R10 Medium-Density Residential to I2 General Industrial.

Mayor Smith opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-24-19. Community Development Director John 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 Rodney Tyler.

The land for which the above-described zoning has been requested is located on the east side of US Highway 220 Business South at the intersection of Oakhurst Road. The property is approximately 1.12 acres in size, and is specifically identified by Randolph County Parcel Identification Numbers 7659569317 and 7659660333 (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 outside of the city limits, but within the city’s extraterritorial zoning jurisdiction.
2. US Highway 220 Business South is a major thoroughfare. This section of Oakhurst Road is identified as privately maintained, and serves industrially zoned properties.
3. The existing R10 district is described by the zoning ordinance as follows: *R10: 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 proposed I2 zoning district is described as follows: I2: The intent of the I2 Industrial Development District is to produce areas for intensive manufacturing, warehousing, processing and assembly uses, controlled by performance standards to limit the effect of such uses on adjacent districts.

4. The property is currently undeveloped.
5. The request is for an I2 General Industrial district. No specific use or site plan can be reviewed with this request.
6. The majority of the property is located south of Oakhurst Road. However, there is a small portion of the subject property that is north of Oakhurst Road.

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

Proposed Land Use Map Designation: Industrial (north of Oakhurst Road); Commercial (south of Oakhurst Road)

Small Area Plan: Central

Growth Strategy Map Designation: Adjacent Developed

LDP Goals/Policies that Support the Request:

Checklist Item 1: Rezoning is compliant with the Proposed Land Use Map (north of Oakhurst Drive)

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

Checklist Item 5: Complies with Growth Strategy Map

Checklist Items 12-13: 12.) Property is located outside of the watershed area. 13.) Property is outside of the Special Hazard Flood Area.

LDP Goals/Policies that Do Not Support the Request:

Checklist Item 1: Rezoning is not compliant with the Proposed Land Use Map (South of Oakhurst Drive, on majority of the property).

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

The City of Asheboro Planning Board considered the zoning map amendment application and recommended placement of the Zoning Lot into the requested I2 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.

This property is situated in an area that has primarily non-residential land uses, with industrial and commercial activities. Although it is ideal to have transitional land uses between industrial and residential uses, the property is surrounded by other properties that are either non-residential, including industrial properties to the north along US 220 Business South and Oakhurst Road, or that are legal nonconforming residential uses, such as dwellings across US 220 Business South.

Staff believes, given the land use patterns in the area and the property's location on a major thoroughfare, that an industrial designation of the property is reasonable and in the public interest.

Mayor Smith opened the floor for comments from the public. Rodney Tyler was available to answer any questions. When no one else asked to speak, Mayor Smith then transitioned to the deliberative phase of the process.

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

1. The Zoning Lot is situated in an area that has primarily non-residential land uses, with industrial and commercial activities. Although it is ideal to have transitional land uses between industrial and residential uses, the Zoning Lot is surrounded by other properties that are either non-residential, including industrial properties to the north along US Highway 220 Business South and Oakhurst Road, or that are legal nonconforming residential uses, such as dwellings across US Highway 220 Business South.

The council concluded that, given the land use patterns in the area and the property's location on a major thoroughfare, an industrial designation of the Zoning Lot is consistent with the comprehensive plan, 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 I2 zoning district is hereby approved.

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

- (b) Legislative Hearing (Case No. RZ-24-20): An application to rezone property located at 1135 and 1147 South Cox Street (Randolph County Parcel Identification Number 7750970387) from R7.5 Medium-Density Residential and RA6 (CZ) district to add two dwelling units to an existing development with multiple dwellings.**

Mayor Smith opened the legislative hearing on the zoning map amendment application filed as RZ-24-20. 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 Rick Powell.

The land for which the above-described zoning has been requested, which is the property of 41 Chevy Realty, LLC, is located at 1135 A&B South Cox Street and 1147 A&B South Cox Street. The property is approximately 1.15 acres in size and is specifically identified by Randolph County Parcel Identification Number 7750970387 (this property will be hereinafter referred to as the "Zoning Lot").

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

1. The property is inside the city limits.
2. South Cox Street is a state-maintained major thoroughfare.
3. The existing and proposed RA6 (CZ) district and existing R7.5 district are described by the zoning ordinance as follows: ***R7.5:*** *Intended to provide regulations which will produce a moderate intensity of residential uses, usually single family and no more than 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 intense living.* ***RA6:*** *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.*
4. The property currently has four dwelling units in two duplex-style structures. An additional similar structure with two dwelling units is proposed. If approved, six (6) dwelling units would be on the property, equaling approximately 5.2 dwelling units per acre.
5. The property is located in Tier 3 of the Center City Planning Area. Density for multi-family development is regulated based on maximum height (35 feet) and impervious coverage (no more than 55 percent) rather than floor area ratio, which is a maximum square footage based on the area of a zoning lot.
6. Tax records indicate that the current structures were built in 1977. The property is mapped as having RA6 (CZ) zoning. However, despite research to locate information regarding this conditional zoning, staff has been unable to do so. The RA6 (CZ) portion of the property may be mapped in error, but that has not been determined conclusively.
7. The zoning ordinance allows an applicant to propose a conditional zoning district that deviates from the zoning ordinance's pre-prescribed requirements. As of October 29, 2024, one noted deviation includes a reduction of the 25' front setback in the area in front of the right-of-way along Lindsey Avenue, and 20' in other locations along the rear property lines on the opposite side of the property from South Cox Street. The site plan indicates a building setback of 15'7" in these locations. In this area, the applicant states that existing vegetation and fencing will provide buffering between the subject property and the adjoining properties as shown on the site plan with "proposed tree line."
8. The site plan shows a sidewalk along South Cox Street
9. On October 24, 2024 staff received an updated site plan. The building, parking, and recreation areas are in the same location that was reviewed by the planning board during its meeting on October 7, 2024. The site plan also labels a concrete pad on each of the dwellings, and clarifies that existing vegetation is intended to remain, but if existing vegetation is removed, a Type C screen will be replanted in areas along Lindsey Avenue. A Type C screen generally consists of evergreen trees at least 6' in height at the time of planting no further than 20' apart; and a row of evergreen shrubs planted no more than 5 feet apart to form an opaque hedge at least 6 feet in height or a minimum of 6' minimum solid wooden fence, solid vinyl fence, or masonry wall. Staff has added a condition related to this landscaping.

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

Proposed Land Use Map Designation: City Activity Center

Small Area Plan: Central

Growth Strategy Map Designation: Primary Growth

LDP Goals/Policies that Support the Request:

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

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

Checklist Item 5: Complies with Growth Strategy Map

Checklist Items 12-13: 12.) Property is located outside of the watershed area. 13.) Property is outside the 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 13: Property is located on slopes of greater than 20%.

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

The property's location along South Cox Street, that has long been considered a transitional location between heavier commercial uses to the west and south along South Fayetteville Street and East Dixie Drive and residential uses to the east. The property is part of the city activity center, which the Land Development Plan states is intended to provide "pedestrian-friendly, community focal points containing a mixture of commercial, office and institutional, entertainment, open space, and residential uses and housing types, with ample sidewalks, street trees, on-street parking, public amenities and open space uses."

Staff believes that the proposed land use and request to add two additional dwellings is generally consistent with the Land Development Plan by including many of the above elements such as the addition of a sidewalk, ample landscaping and tree preservation, and recreation space. Additionally, the proposal provides additional housing opportunities in close proximity to a number of service and employment options.

Considering the aforementioned analysis, staff believes that the proposed zoning map amendment is reasonable and in the public interest.

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

- (A) *The use approved shall be Multiple Family Dwellings consisting of a total of 6 dwelling units.*
- (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 for the proposed land use, the owner shall provide city staff with written acceptance of any zoning district conditions discussed and accepted during the public hearing.*
- (D) *Mail delivery shall be provided on the final site plan, subject to postal service and/or NCDOT requirements. Any changes on the site plan necessary to comply with requirements for mail delivery will not be considered a modification of the conditional zoning district requiring council action.*
- (E) *Outdoor recreational vehicle parking or storage shall be prohibited on the property.*
- (F) *It shall be the property owner's responsibility to obtain any and all permits and approvals required for the proposed land use.*
- (G) *If plans for solid waste disposal are deemed to be inadequate, the property owner shall be responsible for ensuring that additional facilities or measures are installed. Any such facilities shall be consistent with city policies and codes.*
- (H) *The sidewalk parallel to South Cox Street, extending the length of the subject property, may be located within the public right-of-way or on private property, if topography or NCDOT not granting an encroachment agreement precludes location entirely within the public right-of-way of South Cox Street.*
- (I) *The applicant shall submit a revised site plan that details the following information to city staff prior to permitting:*
 - (i) *Clarification of locations of areas that will retain existing vegetation*
 - (ii) *Information on outdoor lighting if any lighting is added.*
 - (iii) *Information on building height and materials in compliance with Section 4.07(E)(2)(v) and Section 6.11(F).*
- (J) *Existing vegetation shall be preserved consistent with the approved site plan, except as required for utility maintenance or extension to each dwelling. If vegetation is removed along the front yard facing Lindsey Avenue, or adjacent to Randolph County Parcel Identification Numbers 7750971593 and 7750972295, landscaping consistent with Type C screen shall be installed in those areas, with the exception of the area contained within the City of Asheboro 20' Sanitary Sewer Easement identified on the site plan.*
- (K) *Prior to the issuance of a zoning compliance permit, the applicant shall submit a site plan reflecting any revisions necessary to comply with city codes and conditions of approval.*
- (L) *Prior to the issuance of a zoning compliance permit, the applicant shall obtain driveway and other permitting as required by NCDOT.*
- (M) *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 the conditional zoning district in the chain of title for the Zoning Lot.

Mayor Smith opened the floor for comments from the public. Christian Vestal presented comments in support of the request and accepted the staff proposed conditions. 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 Swiers 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 Zoning Lot is located along South Cox Street, which is considered a transitional location between heavier commercial uses to the west and south along South Fayetteville Street and East Dixie Drive, and residential uses to the east. The Zoning Lot is part of the city activity center, which the Land Development Plan states is intended to provide “pedestrian-friendly, community focal points containing a mixture of commercial, office and institutional, entertainment, open space, and residential uses and housing types, with ample sidewalks, street trees, on-street parking, public amenities and open space uses.”

The council has concluded that the proposed land use and request to add two additional dwellings is generally consistent with the Land Development Plan by including many of the elements such as the addition of a sidewalk, ample landscaping, tree preservation, and recreation space. Additionally, the development proposal provides additional housing opportunities in close proximity to a number of service and employment options.

Considering the aforementioned analysis, the council concluded that the proposed zoning map amendment is consistent with the comprehensive plan, is reasonable, and in the public interest.

2. In addition to the above-stated analysis, the city council agreed with the planning board recommendation. Consequently, subject to the previously stated conditions, the zoning map amendment application seeking to place the Zoning Lot into the requested RA6 (CZ) zoning district is hereby approved.

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

- (c) Legislative Hearing (Case No. RZ-24-21): An application to rezone property located on the west side of WOW Road (Randolph County Parcel Identification Number 7764703184), approximately 200 feet north of Old Castle Drive, from R15 (CZ) Low-Density Single-Family Residential Conditional Zoning to R15 Low-Density Single-Family Residential.**

Mayor Smith opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-24-21. 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 Christian Vestal.

The land for which the above-described zoning has been requested is located on the west side of WOW Road, approximately 200 feet north of Old Castle Drive. The property is approximately 0.73 of an acre in size, and is specifically identified by

Randolph County Parcel Identification Number 7764703184 (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 inside the city limits, annexed in 1999 with the adjoining Heathwood Acres subdivision.
- 2. WOW Road (SR 2128) is a state-maintained collector road.
- 3. The current conditional zoning district is due to the property being included with the adjoining Heathwood Acres subdivision, located south of the subject property. At that time, the subdivision plat indicated the intention of recombining the property with the adjoining property to the north. However, that was not completed. The property also has not been platted as a lot, and one of the conditions the current conditional zoning states, that “no lots shall be created which requires a driveway connection to WOW Road.” This precludes platting the subject property as a lot and developing it for a single-family dwelling.
- 4. One factor that is reviewed for platting is access to utilities (either city water and city sewer or private well and septic systems). Water and sewer are not located directly in front of the property but are south of the property along Old Castle Drive.
- 5. The request is for a general R15 low-density single-family designation. If approved, one single-family dwelling would be allowed on the property subject to zoning and other code requirements.
- 6. The R15 district is described by the zoning ordinance as “intended to provide regulations which will produce a low intensity of single-family residential use with the necessary governmental and other support facilities to service such suburban intensity living.”
- 7. The Land Development Plan states that the general intent of the suburban residential land use designation is “to accommodate existing and limit new medium-low density residential uses to designated areas.”

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:	Suburban Residential
Small Area Plan:	Northeast
Growth Strategy Map Designation:	Primary Growth
LDP Goals/Policies that Support the Request:	
<u>Checklist Item 1:</u>	Rezoning is compliant with the Proposed Land Use Map.
<u>Checklist Item 3:</u>	The property on which the rezoning district is proposed fits the description of the Zoning Ordinance. (<i>Article 200, Section 210, Schedule of Statements of Intnet</i>)
<u>Checklist Item 5:</u>	Complies with Growth Strategy Map

Checklist Items 12-13:

12.) Property is located outside of the watershed area. 13.) Property is outside of the Special Hazard Flood Area.

LDP Goals/Policies that Do Not Support the Request:

Checklist Item 14:

Property is located on slopes of greater than 20%.

The City of Asheboro Planning Board considered the zoning map amendment application, and recommended placement of the Zoning Lot in the requested R15 zoning district. In making this recommendation, the planning board concurred with the planning staff's analysis of the consistency of the proposed zoning with the adopted comprehensive plans as well as the reasonableness of the proposal. The planning staff's analysis is summarized in the following indented paragraphs.

The requested R15 zoning remains consistent with the Land Development Plan's designation of the property for suburban residential use and surrounding properties. Removing this property from a conditional zoning designation into a general district allows a reasonable use of property consistent with adjoining land uses.

Considering the aforementioned analysis, staff believes that the proposed zoning map amendment is reasonable and in the public interest.

Mayor Smith opened the floor for comments from the public, and the applicant indicated he was available to answer questions. No questions were asked, and no one else asked to be heard. Mayor Smith then transitioned to the deliberative phase of the process.

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

1. The requested R15 zoning district is consistent with the Land Development Plan's designation of the property for suburban residential use and is consistent with surrounding properties. Removing the Zoning Lot from a conditional zoning designation into a general district allows a reasonable use of property consistent with adjoining land uses.

Considering the aforementioned analysis, the council concluded that the proposed zoning map amendment is consistent with the comprehensive plan, is reasonable, and in the public interest.

2. In addition to the above-stated analysis, the council agreed with the planning board's recommendation. Consequently, the zoning map amendment application seeking to place the Zoning Lot into the requested R15 zoning district is hereby approved.

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

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

ORDINANCE NUMBER 38 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

**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	<u>21,714</u>
	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.

17. Upcoming Events and Items Not on the Agenda

During this portion of the meeting, Council Member Trogdon asked the council members to discuss a notated lease agreement that had been forwarded to him concerning the non-exclusive use of McCrary Park between the City of Asheboro and ZooKeepers Baseball, LLC. The council members were given copies of a previously approved McCrary Park lease agreement that included notes and comments from ZooKeepers Baseball, LLC.

As the council members discussed potential changes and amendments, they asked City Attorney Jeff Sugg to evaluate the baseball organization’s comments and draft potential amendments to the previously approved leasing instrument. These potential amendments will be reviewed at the December city council meeting. This instruction was put in the form of a motion made by Council Member Bell and

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

Mayor Smith led a brief discussion of upcoming events within the city government and the community in general.

There being no further business, the meeting was adjourned at 9:40 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 October 1, 2024

203

The Asheboro ABC Board met on Monday, October 1, 2024, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC. Present at the meeting were Chairman Steve Knight, 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 September 2024 meeting (held August 27, 2024), were reviewed and approved by the Board.

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

Board Member Curtis Shipley, made a motion to receive, accept, and approve the annual independent audit completed by Durham Lewis CPA, PLLC. The motion was approved by the Board.

Upon motion by Curtis Shipley, the Board approved a 5% merit increase for the GM. The Board asked the GM to present an update on his retirement status by the December 3, 2024 meeting.

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

1. Asheboro ABC sales statistics comparing:

- August 2024 sales with the previous month indicate:
 - An overall +6.3% change (all sales and tax collections)
- August 2024 sales with sales from the same month last year indicate:
 - Retail Sales +7.3
 - Mixed Beverage Sales +20.4
 - Sales Tax Collections: +7.3
 - Overall Collections: +9.16
- August 2024 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +7.3%
 - Mixed Beverage Bottle Sales: +24.9
 - Overall Bottle Sales% +8.6%
- September 2024 sales with the previous month indicate:
 - An overall -14.4% change (all sales and tax collections)

- September 2024 sales with sales from the same month last year indicate:
 - Retail Sales -10.6%
 - Mixed Beverage Sales: -4.6%
 - Sales Tax Collections: -10.6%
 - Overall Collections: -9.73%
- September 2024 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: -4.6%
 - Mixed Beverage Bottle Sales: +.6%
 - Overall Bottle Sales: -4.2%

The next regular Asheboro ABC Board meeting will be held Monday, November 5, 2024, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 11-5-24


GM

Stephen R Knight
Rodney Johnson
Chairman



Memo

To: Mr. John N. Ogburn, III, City Manager

From: John L. Evans, City of Asheboro Community Development Division

Date: November 27, 2024

RE: Consideration of a request to extend the time allowed between Preliminary and Final Plat review for the Timber Ridge subdivision.

The subdivision ordinance requires that a Final Plat for a major subdivision be submitted for approval within twenty four (24) months of approval of the date the preliminary plat was approved to avoid the preliminary plat approval becoming null and void. As permitted by the Asheboro Subdivision Ordinance (Article VII, Subsection II.E), a request to allow additional time between preliminary plat and final plat approval has been received for the Timber Ridge subdivision and follows.

The Timber Ridge Subdivision Preliminary Plat was approved on July 9, 2022. If approved, the extension would require submission of a final subdivision plat for review and approval prior to August, 2026.

Staff does not object to the extension as the subdivision would be built to the city's current standards for development.

John Evans

Subject: FW: [External Sender] Status of Timber Ridge subdivision: need for extension of preliminary plat approval

From: Christian Vestal <christian@summeyengineering.com>

Sent: Monday, November 25, 2024 11:19 AM

To: John Evans <jevans@ci.asheboro.nc.us>

Cc: Trevor Nuttall <tnuttall@ci.asheboro.nc.us>; Lanny Hedrick <lanny@lthedrick.com>; Chris Reid <chris@reidfarm.com>

Subject: RE: [External Sender] Status of Timber Ridge subdivision: need for extension of preliminary plat approval

John,

It has come to our attention that an extension will be needed for the Timber Ridge prelim plat approval. The current site has been further explored for necessary stream crossing, sewer outfall connection and location of rock on site. There have also been attempts to market the property to other builders. At this time, Davidson Land Development would like to formally request an additional 24 month extension to perform the necessary work and obtain the final approval.

Please let us know if you need anything additional from us.
Thanks

Christian Vestal

Summey Engineering Associates, PLLC

P.O. Box 968 | Asheboro, NC 27204

Office: 336.328.0902 | Fax: 336.328.0922

Email: christian@summeyengineering.com

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION HONORING RETIRED CITY OF ASHEBORO
FIRE CHIEF WILLIE SUMMERS

WHEREAS, Willie Summers, who was hired as the city’s Fire Chief on October 4, 2018, has provided honorable, skilled, and dedicated service to the City of Asheboro and its citizens since the date of his employment with the Asheboro Fire and Rescue Department; and

WHEREAS, Chief Summers retired as Asheboro Fire Chief on November 15, 2024; and

WHEREAS, pursuant to and in accordance with Section 160A-294.1 of the North Carolina General Statutes, the Asheboro City Council wishes to recognize and honor this dedicated public servant by awarding to Chief Summers, at a minimal monetary cost, the fire helmet most recently assigned to him by the city; and

WHEREAS, due to extended use of his Class A uniform, badges, name plates, “serving since” attachment to the name plates, and sets of rank insignia collar pins that cannot be placed in the market place without posing a risk of allowing an unauthorized individual to pose as a fire department official and thereby create a risk to public safety, the city council has concluded, consistent with Section 160A-266(d) of the North Carolina General Statutes, that the city’s use of the listed items ended when Chief Summers concluded his city employment on November 15, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, on behalf of the citizens of Asheboro, the governing board extends its sincere thanks and appreciation to Chief Summers for his public service; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, in consideration and recognition of his dedicated service, Willie Summers is to be awarded, at less than fair market value, ownership of his city-issued fire helmet, inclusive of his helmet shield; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, in furtherance of this recognition of a valued public servant, the city staff is hereby directed to convey to Chief Summers, on or after the date of the adoption of this Resolution, his Asheboro Fire Department helmet and shield for a purchase price of one dollar (\$1.00); and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that city staff is hereby directed to convey to Chief Summers, on or after the date of the adoption of this Resolution, and without charge, his Class A uniform, badges (a quantity of two), name plates (a quantity of two), the “serving since” attachment to the name plates, and rank insignia collar pin sets (a quantity of two).

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

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE NUMBER _____

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.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

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
		\$0

Adopted this the 5th day of December 2024.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

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,

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk



Quasi-Judicial Hearing (Case No. SUP-24-02): 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."

The applicant has requested a continuance of this item until the January, 2025, Regular Council meeting.

John Evans

Subject: FW: Billboard in front Jaeco on NC 49 South and Jaeco Caudill Drive- Final revisions due by Wednesday, November 20th.

From: Mack Summey <mack@summeyengineering.com>

Sent: Wednesday, November 20, 2024 10:32 AM

To: John Evans <jevans@ci.asheboro.nc.us>

Cc: Justin Luck <jluck@ci.asheboro.nc.us>; Eric Lambeth <eric@jaecoprecision.com>; Jeff Callicutt <jeff@jaecoprecision.com>

Subject: [External Sender] Billboard in front Jaeco on NC 49 South and Jaeco Caudill Drive- Final revisions due by Wednesday, November 20th.

Hey John

On behalf of the owners, Jeff Callicutt and Eric Lambeth we respectfully ask to postpone this meeting to the next month if at all possible.

Please let me know when the next meeting dates are.

If you have any questions please do not hesitate to call.

Thank you!

Mack

H. Mack Summey, Jr., P.E.

Principal Engineer

Summey Engineering Associates, PLLC

Engineering - Consulting - Surveying

P.O. Box 968

Asheboro, NC 27204

Office: 336.328.0902

Fax: 336.328.0922



RZ-24-22

Request to rezone property located at 1449 and 1453 Old Liberty Road (Randolph County Parcel Identification Number 7773034780) from R10 Medium-Density Residential to I1 Light Industrial.

Planning Board Recommendation and Staff Report

Planning Board Recommendation & Comments to City Council

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

Case # **RZ-24**
 -22

Date 11/4/2024 Planning Board

Applicant Donna F. Hughes

Legal Description

The property of Donna F. Hughes, totaling approximately 1.35 acres, located at 1449 and 1453 Old Liberty Road (Randolph County Parcel Identification Numbers 7773034780 and 7773035627)

Requested Action Rezone from R10 to I1 (CZ) for the following land uses: Contractors Office, Electronic and Electrical Repair – Small, Exterminator, Furniture Refinishing and Repair, Interior Cleaning Services, Manufacturing, Processing, and Assembly – Light, Motor Vehicle Repair – Minor, Rental/Sales of Domestic Vehicles, Repair Services, Sign Painting, Warehouse.

Existing Zone R10

Land Development Plan See rezoning staff report

Planning Board Recommendation

The Planning Board approved a continuance request from the applicant on November 4, 2024, and was not presented information on the case at that time.

During its meeting on December 2, 2024, the Planning Board recommended approval of the request, subject to conditions proposed by staff and an additional condition recommended by the Planning Board.

Reason for Recommendation

The Planning Board concurred with staff reasoning.

Planning Board Comments

The Planning Board recommended approval of the request with the addition of a condition that the existing dumpster either be removed or screened.

Rezoning Staff Report

RZ Case # RZ-24-22

Date Continued from 11/4/24
PB 12/2/24

General Information

Applicant Donna F. Hughes
Address 1449 Old Liberty Rd
City Asheboro NC 27203
Phone 336-301-7621
Location 1449 and 1453 Old Liberty Rd
Requested Action Rezone from R10 to I1 (CZ) for the following land uses: Contractors Office, Electronic and Electrical Repair – Small, Exterminator, Furniture Refinishing and Repair, Interior Cleaning Services, Manufacturing, Processing, and Assembly – Light, Motor Vehicle Repair – Minor, Rental/Sales of Domestic Vehicles, Repair Services, Sign Painting, Warehouse.
Existing Zone R10
Existing Land Use Vacant Boat Repair and Sales Shop (classified as "Repair Services" and "retail shoppers goods.")
Size 1.35 Acres
Pin # 7773034780 and 7773035627

Applicant's Reasons as stated on application

Consistent with the sector. Consistent with growth of Randolph County.

Surrounding Land Use

North Residential

East Undeveloped Residential/Deep River

South Industrial

West Residential

Zoning History CU-B2 zoning approved on December 15, 1983 (case RZ-84-11) to allow continued use of residential structure and boat and motor sales and repair shop. Property is currently shown on zoning map as R10, which is likely in error.

Legal Description

The property of Donna F. Hughes, totaling approximately 1.35 acres, located at 1449 and 1453 Old Liberty Road (Randolph County Parcel Identification Numbers 7773034780 and 7773035627)

Analysis

1. Both properties are in the city limits.
2. Old Liberty Road is a state-maintained minor thoroughfare
3. The dwelling that was previously located at 1453 Old Liberty Road was removed when NCDOT acquired right-of-way for reconstruction of the bridge across the Deep River and acquired additional public right-of-way along Old Liberty Road.
4. The applicable zoning district statements of intent for each zoning district are attached to this report.
5. A significant amount of Special Flood Hazard Area exists on the properties. The applicant proposes that no development or use activity occur in this area, and staff has added a condition to address this proposal.
6. The applicant proposes planting a row of evergreen trees, minimum 6 ft. in height at the time of planting and spaced no more than fifteen feet apart on center, between the front property line and the building, along the western property line (next to an adjoining single-family dwelling). Care should be taken to avoid conflict with existing city sewer line crossing the property.
7. The zoning ordinance allows a conditional zoning district to deviate from the city's predetermined land use requirements. The only deviation identified is not providing additional front yard landscaping to the site at a typical ratio of one tree per 20' or one shrub per 10'. The applicant proposes preserving an existing tree for front yard landscaping. In addition, the landscaping described in Item (6) would typically not be required for the land uses the applicant is proposing if the property were classified as a general I1 district.
8. The applicant proposes limiting the hours of operations for all authorized uses: 7am - 10pm.
9. The applicant states that the existing gravel parking area contains space for a minimum of 8 parking spaces and requests that gravel be permitted to meet minimum parking requirements. Continued use of this unpaved parking is allowed by the ordinance when a change of use occurs that requires no or limited expansion of parking. The existing building also features two bay doors to allow indoor parking of vehicles. Given the limitations on the types of uses proposed and the parking demands the proposed uses would create due to the site's configuration, staff does not have an objection to this proposal.

Rezoning Staff Report

RZ Case # RZ-24-22

Consistency with the 2020 LDP Growth Strategy designations

In reviewing this request, careful consideration is given to each Goal and Policy as outlined in the Land Development Plan. Some Goals and Policies will either support or will not support the request, while others will be neutral or will not apply. Only those Goals and Policies that support or do not support the request will be shown.

Proposed Land Use Map Designation Neighborhood Residential

Small Area Plan Northeast

Growth Strategy Map Designation Primary Growth

LDP Goals/Policies Which Support Request

Checklist Item 4: The proposed rezoning is compatible with surrounding land uses.

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 Item 12: Property is located outside of the watershed area, or the rezoning request will not impose a significant, negative environmental impact.

4.1.6: The City will participate the National Flood Insurance Program and utilize its Flood Damage Prevention regulations to strongly discourage development in high-risk areas.

Rezoning Staff Report

RZ Case # **RZ-24-22**

LDP Goals/Policies Which Do Not Support Request

Checklist Item 1. Rezoning is 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's Final Analysis Concerning Consistency with Adopted Comprehensive Plans, Reasonableness and Public Interest

A new conditional zoning district for this property allows for a broader range of appropriate and historically similar uses while increasing protections for neighboring residences and environmentally sensitive areas. The conditions offered and accepted by the applicant can aid in achieving multiple environmental and land use goals of the Land Development Plan, as well as goals related to the reuse of unused or underutilized existing development.

The conditions also aid in reasonableness given the land use history and current development of the property, the general I1 zoning applied to multiple adjoining properties, the benefit to the property owner provided by the selective broadening of permitted land uses, and the benefit to neighbors and the surrounding community provided by land use and operational restrictions and additional proposed landscaping.

Recommendation Staff's recommendation is to approve the request.

Rezoning Staff Report

Suggested Conditions for Conditional Zoning applications (subject to change prior to final report)

- (A) The uses approved shall be limited to one of the following at any time: Contractors Office, Electronic and Electrical Repair – Small, Exterminator, Furniture Refinishing and Repair, Interior Cleaning Services, Manufacturing, Processing, and Assembly – Light, Motor Vehicle Repair – Minor, Rental/Sales of Domestic Vehicles, Repair Services, Sign Painting, Warehouse.
- (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) It shall be the property owner's responsibility to obtain any and all permits and approvals required for the proposed land use, including but not limited to, NCDOT driveway permitting (if required by NCDOT).
- (E) 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. Subsequent change of occupancy permit(s) shall be obtained as required by Section 2.03(D)(2)(a)(ii) of the Asheboro Zoning Ordinance.
- (F) Prior to occupancy, the landscape buffer shall be installed as shown and described on the site plan reviewed and approved by the City Council.
- (G) Existing front yard landscaping shall be maintained as shown and described on the site plan reviewed and approved by the City Council.
- (H) No development or use activity shall occur in the Special Flood Hazard Area, including but not limited to, construction of new structures, addition of impervious surface, parking of vehicles, or storage of any inventory or materials.
- (I) Use hours of operation shall be limited to 7:00 am to 10:00 pm.
- (J) The existing gravel area may continue to be utilized to satisfy the minimum parking requirements for all approved uses, as allowed by Section 6.13(B)(5) of the Asheboro Zoning Ordinance. Expansion of a permitted use or the gravel area shall be evaluated for compliance with parking design standards.
- (K) Accessory Open Storage shall not be permitted unless conducted in compliance with Screening of Open Storage regulations.
- (L) If a dumpster(s) for solid waste disposal is proposed or required, such dumpster(s) shall be screened with a solid wooden, vinyl, or opaque chain link fence consistent with Section 6.08(C)(4) of the Asheboro Zoning Ordinance.
- (M) 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.

RZ-24-22: Request to rezone 1449 and 1453 Old Liberty Road from R10 to I1(CZ): Zoning Ordinance Statement of Intent (Section 4.04) for applicable zoning districts.

R10 Residential District: 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.

B2 General Commercial District*: 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.

I-1 Industrial Development District: 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.

*Staff Note: Due to a likely map error referenced in the staff report (property is mapped R10, but likely zoned B2 (CZ)), staff is including the descriptions of both zoning districts.

1. *No NCGS Monuments found within 2000' of property.*
2. *This project is located within a special flood hazard area. 3710777300J*
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: 7773041059*

I (We) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent.

11/27/19 Timothy C. Hughes
Date Owner

Date	Owner
------	-------

STATE OF NORTH CAROLINA

I, John L. Evans Review Officer of Randolph County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

11-27-19 
Date Review Officer

LINE	BEARING	DISTANCE
L1	S 63°14'46" W	4.98
L2	S 63°14'46" W	3.19
L3	S 13°33'09" E	39.24
L4	S 56°05'06" E	16.96
L5	S 61°33'21" W	112.23
L6	S 61°33'21" W	75.22
L7	N 01°57'23" W	16.76
L8	S 01°57'23" E	34.66

**Balance of
Timothy C Hughes
1474 - 45
Balance of 5.1 Acres
Per Deeds and Visual
West Bank of River**

The seal of Randolph County, North Carolina, is a circular emblem. The outer ring contains the text "RANDOLPH COUNTY, NORTH CAROLINA" at the top and "1779" at the bottom, separated by two five-pointed stars. The inner circle depicts a rural landscape with a plow in the foreground, a sheaf of wheat, and a small building in the background.

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for Randolph County, North Carolina, and that such plat has been approved according to the procedures for approval of minor subdivisions

11-27-19 Gay Dale KSH
Date Randolph County Planning Director

I hereby certify that the water and sewer facilities are available as shown on the plat.

11/27/2021 (Date) [Signature] City Engineer

This subdivision plat has been found to comply with the provisions of the Subdivision Ordinance of the City of Asheboro, provided that it is recorded in the Office of the Register of Deeds within sixty (60) days of the final approval of the Community Development Director.

11/27/19 (Date) Jan 24/25 Community Development Director

- * tree eucalypt
- * existing crepe myrtle

SETBACKS FOR R10

Front: 30' (Subject to Front Yard Averaging, Section 30S).

Side: 10'

Rear: 25'

SITE DATA

Average in Total Tract: 5.97 +/- Acres
Total Number of Lots: 2 Total
Average Lot Size: 2.99 Acres Average

I, Dan W Tanner II, Professional Land Surveyor, certify:

*In accordance with NC General Statute 47-30(f)11a
That the survey creates a subdivision of land within the area of a county or
municipality that has an ordinance that regulates parcels of land.*

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 See, page Notes, etc.) (other); 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 the 26 day of November, A.D., 2019.

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:** October 17, 2019
- (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 factor(s):** 0.99988867
- (9) **GPS/GNSS Scale Point:**
N:733,464.56 E:1,770,542.74 EL: 592.86
- (10) **Units:** US Survey Feet

EL: 592.86

Owners:
Timothy Clinton Hughes &
Donna Hughes
1449 Old Liberty Road
Asheboro, NC 27203
336.672.1705

A Minor Subdivision For:
Timothy Clinton Hughes
 Franklinville Township Randolph County
 North Carolina November 26, 2019
 Deed Book:1474 Pg:45
 Scale: 1" = 60 US Survey Feet

SURVEY CAROLINA, PLLC
154 S. Fayetteville St, Suite B, Asheboro, NC 27203
Phone Number: 336 625-8000
Email: mail@surveycarolina.com
pm

Job #: 11437

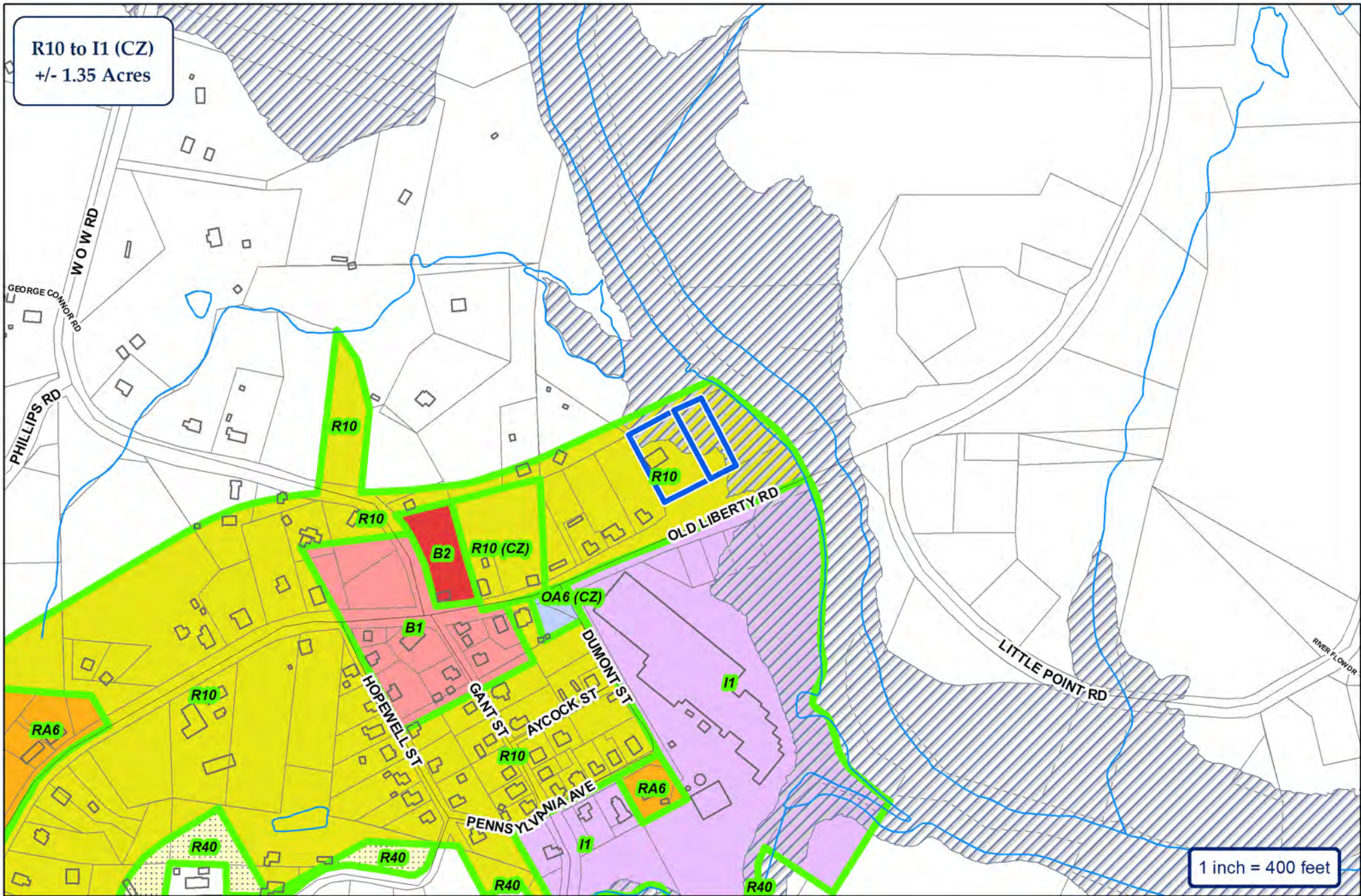


SURVEY CAROLINA, PLLC

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
© 2019 Survey Carolina, PLLC

R10 to I1 (CZ)
+/- 1.35 Acres

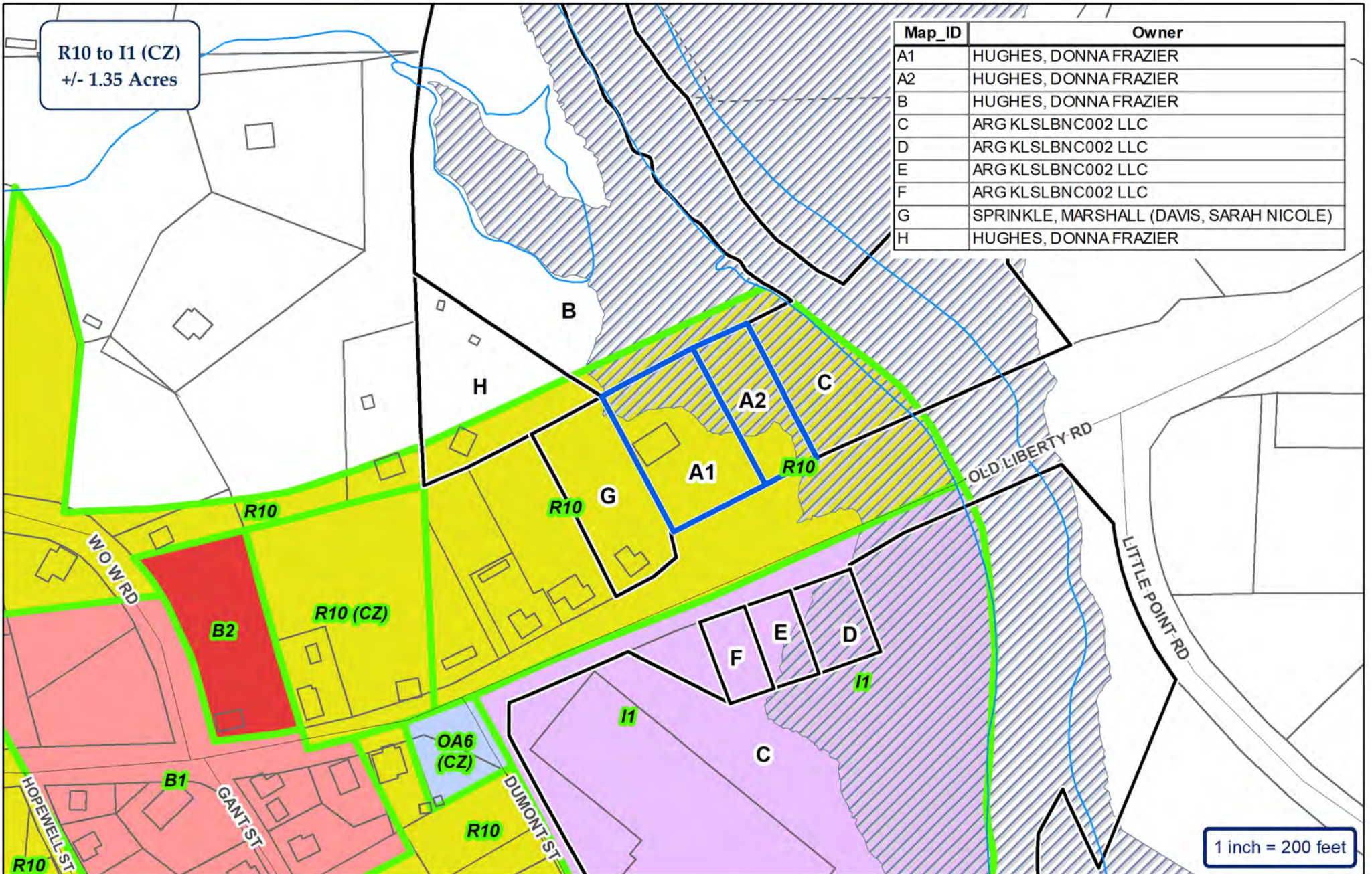


City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-22

Parcels: 7773034780 & 7773035627





Map_ID	Owner
A1	HUGHES, DONNA FRAZIER
A2	HUGHES, DONNA FRAZIER
B	HUGHES, DONNA FRAZIER
C	ARG KLSLBNC002 LLC
D	ARG KLSLBNC002 LLC
E	ARG KLSLBNC002 LLC
F	ARG KLSLBNC002 LLC
G	SPRINKLE, MARSHALL (DAVIS, SARAH NICOLE)
H	HUGHES, DONNA FRAZIER



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-22

Parcels: 7773034780 & 7773035627

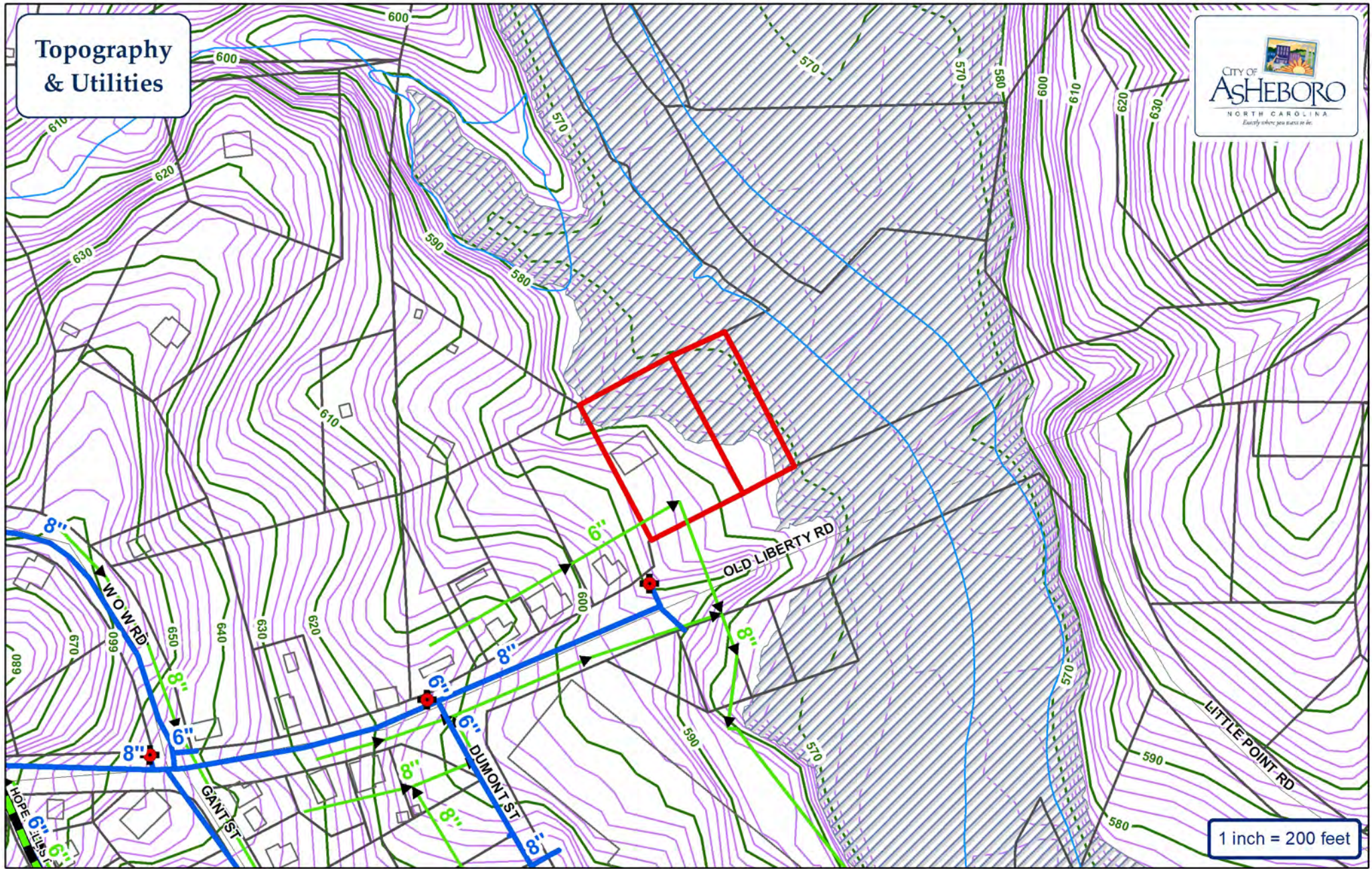
Subject Property

Adjoining Properties

City Zoning



Topography & Utilities

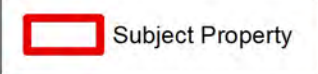


- Water Main
- Sewer Main
- Force Main
- Fire Hydrant
- PS Pump Station
- Watershed

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-22

Parcels: 7773034780 & 7773035627





Aerial

1 inch = 200 feet

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-22

Parcels: 7773034780 & 7773035627



 Subject Property



APPLICANT INFORMATION

Applicant Donna F Hughes
Applicant's Phone # 336-301-7621
Applicant's Address 1449 Old Liberty Rd Asheboro
NC 27203
Applicant Email Address ~~donna~~ donna.hughes⁸⁸⁸@gmail.com

PROPERTY INFORMATION FOR MAP AMENDMENTS

Property Owner's Name Donna F Hughes
Location of Property 1449 Old Liberty Rd Asheboro NC 27203
Property Size (ac. or s.f.) 0.88 acres + 0.47 acres
Randolph County Property Identification Number (PIN#) 7773634780 + 7773035627
Current Zoning District R10
Requested Zoning District I1
Date Property Title Acquired 10/14/96 + 9/29/2020
Deed Book 1474 + 2721 Page 45 + 813
Subdivision _____ Section _____ Lot # _____
Plat Book 162 Page 80

ORDINANCE AMENDMENT INFORMATION

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

Consistent with the sector

For questions (2) and (3), if either of these questions apply, please state a reason. If you believe these do not apply, please check "does not apply".

2. 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.

NO

Does not apply ☐

3. 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?

Consistent with growth of RANDOLPH County

Does not apply ☐

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

None @ this point

APPLICATION SIGNATURES

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

Applicant Signature

Printed Name of Authorized Signatory (if different from Applicant)

Position/Relationship of Authorized Signatory to Applicant

H/R Gallimore
Agent

Owner Signature (if different than Applicant)

- Donna Faye Hughes

Owner Address

- 1449 Old Liberty Rd. Asheboro, NC 27203

Telephone Number

- 336-301-7621

Printed Name of Authorized Signatory (if different from Owner)

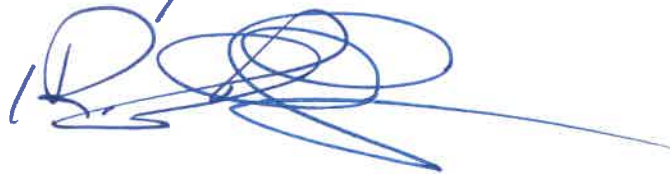
Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: JTL Date: 9-26-24 Case Number: 24-

- Contractors Office
- Electronic and Electircal Repair – Small
- Exterminator
- Furniture Refinishing and Repair
- Interior Cleaning Services
- Manufacturing – Light
- Motor Vehicle Repair – Minor
- Rental/Sales of Domestic Vehicles
- Repair Services
- Sign Painting
- Warehouse

WE Agree

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke extending to the right.



RZ-24-23: Request to rezone property located at 305 Old Liberty Road.
(Randolph County Parcel Identification Number 7762059321) from B2 General
Commercial and R10 Medium-Density Residential to R10 Medium-Density
Residential.

Planning Board Recommendation and Staff Report

Planning Board Recommendation & Comments to City Council

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

Case # **RZ-24
-23**

Date 11/4/2024 Planning Board

Applicant Innovision Group, LLC (Jeffrey B.
Davis)

Legal Description

The property of Innovision Group, LLC, located at 305 Old Liberty Road, totaling approximately 0.4 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7762059321

Requested Action Rezone from B2 General Commercial and R10 Medium-Density Residential to R10 Medium-Density Residential on entire property

Existing Zone B2/R10

Land Development Plan See rezoning staff report

Planning Board Recommendation

The Planning Board recommended approval of the request.

Reason for Recommendation

The Planning Board concurred with staff reasoning.

Planning Board Comments

Rezoning Staff Report

RZ Case # RZ-24-23

Date 12/5/2024 City Council

General Information

Applicant Innovision Group Jeffrey B. Davis

Address 3437 High Ridge Road

City Charlotte NC 28270

Phone 336-626-5417

Location 305 Old Liberty Road

Requested Action Rezone from B2 General Commercial and R10 Medium-Density Residential to R10 Medium-Density Residential on entire property

Existing Zone B2/R10

Existing Land Use Undeveloped

Size 0.4 acres +/-

Pin # 7762059321

Applicant's Reasons as stated on application

Will help carry out LDP's plan for residential development, located in a primary growth area. The request will bring affordable housing to a designated primary growth area. There is a shortage of new construction, affordable housing, in the city of Asheboro, which is experiencing considerable growth as a result of successful economic development and industrial expansion. We hope to provide such housing for two families if request is granted.

Surrounding Land Use

North Single-family residential

East Single-family residential

South Single-family residential

West Single-family residential

Zoning History In 2018, the previous property owner voluntarily entered into a consent agreement with the City of Asheboro to remove the former manufactured home dwelling.

Legal Description

The property of Innovision Group, LLC, located at 305 Old Liberty Road, totaling approximately 0.4 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7762059321

Analysis

1. The property is inside the city limits.
2. Old Liberty Road is a state-maintained minor thoroughfare.
3. The property is currently split-zoned with approximately 0.3 acres +/- closest to Old Liberty Road having B2 General Commercial zoning and 0.1 acres +/- having R10 Medium-Density Residential zoning.
4. The zoning ordinance describes the B2 General Commercial and R10 Medium-Density Residential districts as follows:

B2: 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 street

R10: 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
5. There was previously a manufactured home on the property, which was a legal nonconforming use.
6. The B2 district allows any use permitted in that district by right, including a broad range of commercial uses. The primary use by right in the R10 district is one single-family dwelling or one two-family dwelling on properties with at least 15,000 square feet.

Rezoning Staff Report

RZ Case # RZ-24-23

Consistency with the 2020 LDP Growth Strategy designations

In reviewing this request, careful consideration is given to each Goal and Policy as outlined in the Land Development Plan. Some Goals and Policies will either support or will not support the request, while others will be neutral or will not apply. Only those Goals and Policies that support or do not support the request will be shown.

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

LDP Goals/Policies Which Support Request

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

Checklist Item 5: Complies with Growth Strategy Map

Checklist Items 12-13: 12.) Property is located outside of the watershed area. 13.) Property is outside the Special Hazard Flood Area.

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

Rezoning Staff Report

RZ Case # RZ-24-23

LDP Goals/Policies Which Do Not Support Request

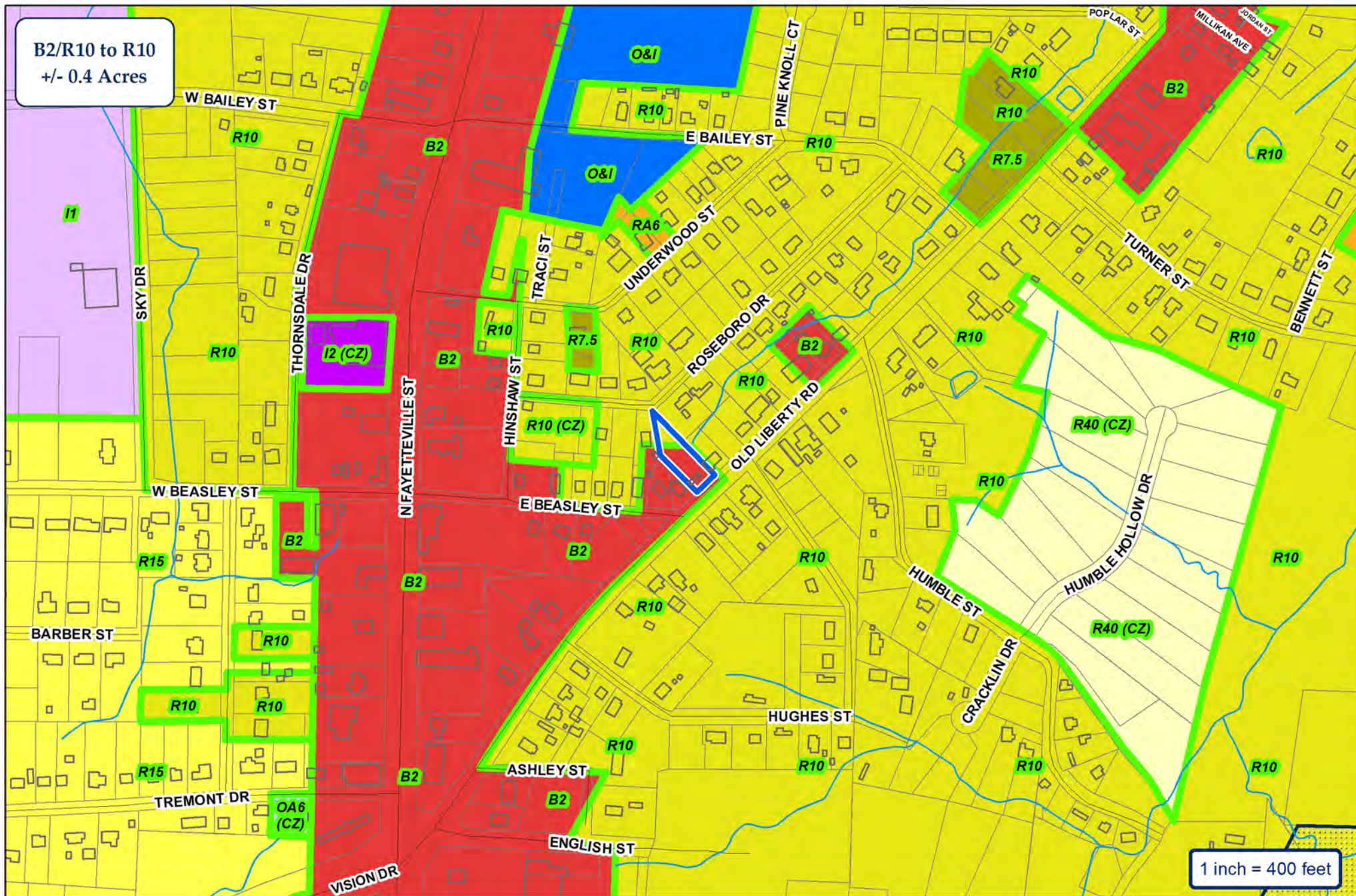
Checklist Item 1: Rezoning is compliant with the Proposed Land Use Map.

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

Despite the property's designation by the Proposed Land Use map for commercial use, the requested R10 district is consistent with contiguous residential properties. Rezoning the property from its more permissive current B2 commercial zoning classification to R10 zoning reduces the potential for land uses conflicts. Additionally, the R10 zoning designation provides additional housing opportunities in an established residential neighborhood in close proximity to area employers.

Recommendation Considering the aforementioned analysis, staff believes that the proposed zoning map amendment is reasonable and in the public interest and recommends approval of the request.

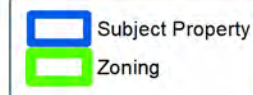
B2/R10 to R10
+/- 0.4 Acres

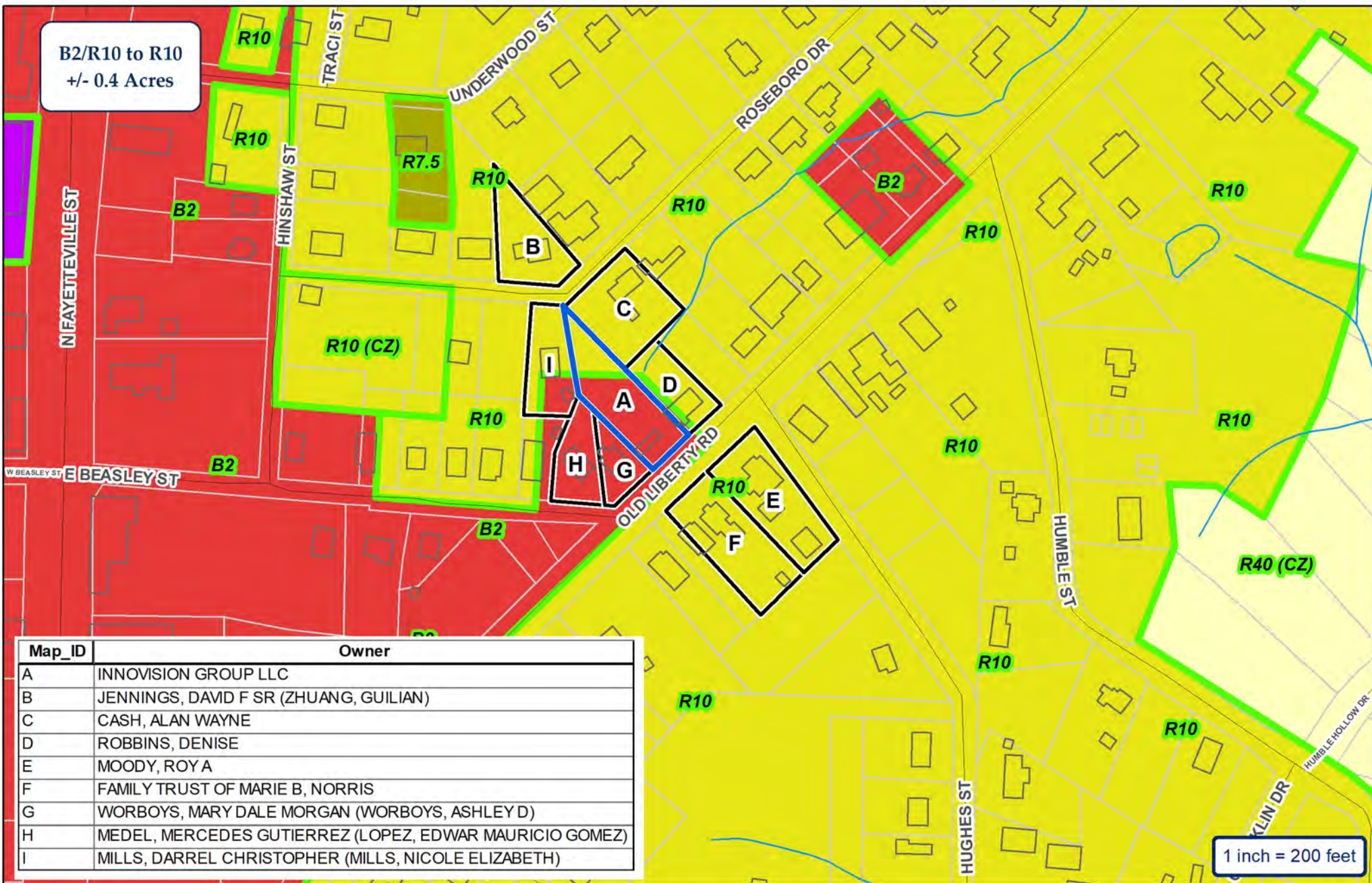


City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-23

Parcels: 7762059321





City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-23

Parcels: 7762059321

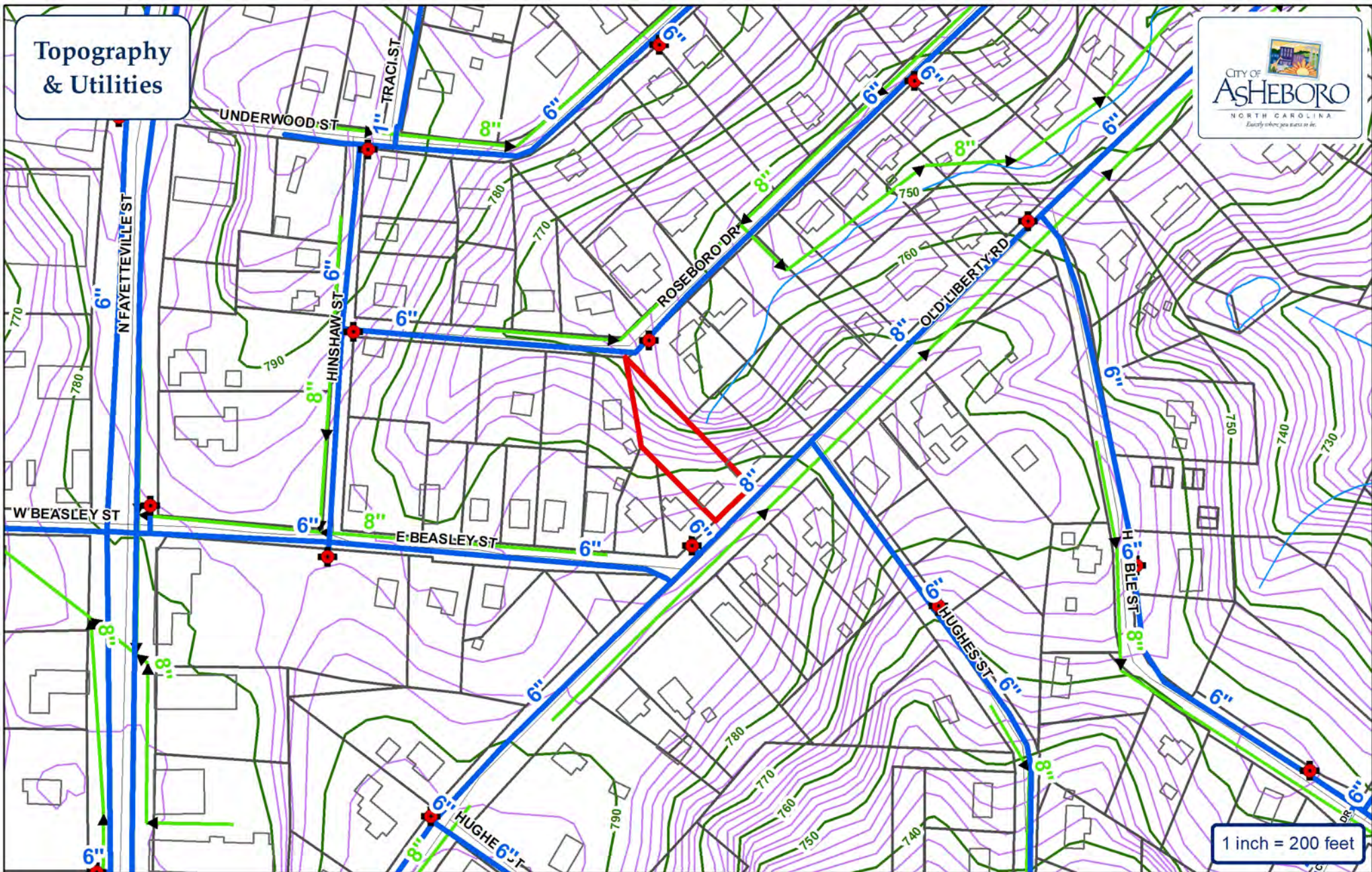


ETJ

- 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

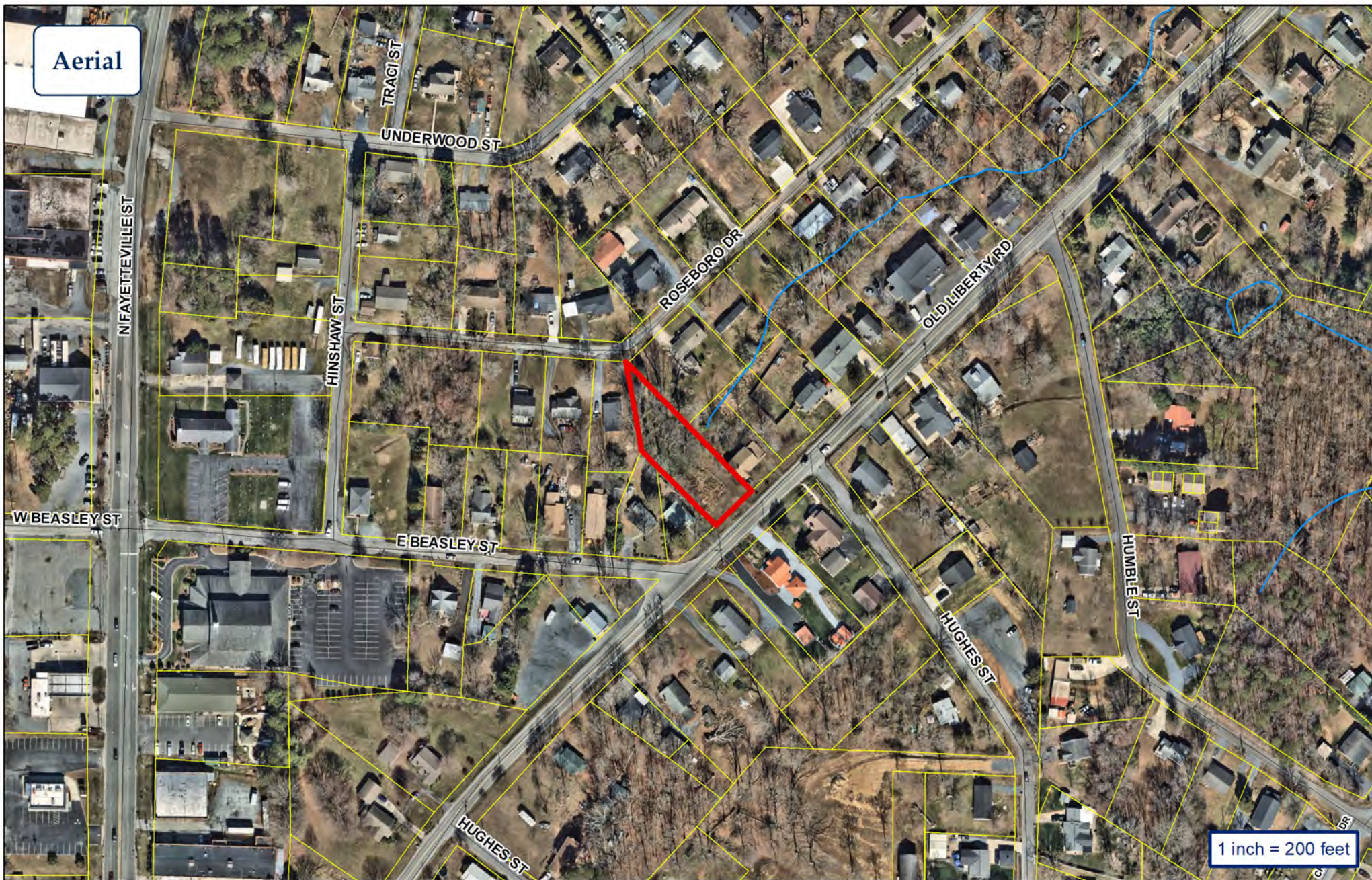
Rezoning Case: RZ-24-23

Parcels: 7762059321

 Subject Property



Aerial



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-24-23

Parcels: 7762059321



 Subject Property



APPLICANT INFORMATION

Applicant The Innovation Group, LLC (Jeffery B. Davis)

Applicant's Phone # 336-626-5417

Applicant's Address 3437 High Ridge Rd.
Charlotte, NC 28270

Applicant Email Address jeff@theinnogroup.com

PROPERTY INFORMATION FOR MAP AMENDMENTS

Property Owner's Name The Innovation Group, LLC

Location of Property 305 Old Liberty Rd, 27203

Property Size (ac. or s.f.) .4 acres

Randolph County Property Identification Number (PIN#) 7762059321

Current Zoning District R10/B2

Requested Zoning District R10

Date Property Title Acquired 10-4-24

Deed Book 001448 Page 00913

Subdivision Rosemont (King Tut) Park Section A/A Lot # 61-64

Plat Book 1 (also 2) Page 127 (also 70)

ORDINANCE AMENDMENT INFORMATION

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

Will help carry out the LDP's plan for
residential development, located in a primary
growth area.

For questions (2) and (3), if either of these questions apply, please state a reason. If you believe these do not apply, please check "does not apply".

2. 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 ☒

3. 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?

This request will bring affordable housing to
a designated primary growth area.

Does not apply ☐

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

There is a shortage of new construction,
affordable housing in the City of Asheboro,
which is experiencing considerable
growth as a result of successful economic
development and industrial expansion.
We hope to provide such housing for
two families if request is granted.

APPLICATION SIGNATURES

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

Applicant Signature

Printed Name of Authorized Signatory (if
different from Applicant)

Jeffery B. Davis

Position/Relationship of Authorized
Signatory to Applicant

Member - Manager

Owner Signature (if different than Applicant)

J. B. Davis

Owner Address

3437 High Ridge Rd
Charlotte, NC 28270

Telephone Number

336-626-5417

Printed Name of Authorized Signatory (if
different from Owner)

Position/Relationship of Authorized
Signatory to Owner

		STAFF USE			
Justin		12-4-24		RZ-24-23	
Received by: Luck		Date:		Case Number:	

ANNEXATION PETITION
CITY OF ASHEBORO
RANDOLPH COUNTY
NORTH CAROLINA

Petition received at City Hall
by Tam Scarborough
date 11-13-2024

WE, THE UNDERSIGNED OWNERS of the real property as contained in the METES AND BOUNDS DESCRIPTION with PLAT ATTACHED hereto, respectfully request that the area described below be annexed and made part of the City of Asheboro, North Carolina.

ATTACHMENTS - Please supply the following:

a complete copy of the last deed of record (a written metes and bounds description is required if the description contained in the deed is different from the boundary survey of the property to be annexed), and

one of the following: a copy of the plat outlining in red the property to be annexed (if property is split according to Randolph County Tax Map/Parcels), or a copy of the Randolph County Tax Map 1" = 200' scale or 1" = 100' inserts (if the property is entire Tax Map Parcels).

PROPERTY INFORMATION - Please complete (print or type) all of the following:

RANDOLPH COUNTY MAP & PARCEL	DEED BOOK & PAGE NUMBER	ACREAGE ANNEXED	EXISTING POPULATION	CURRENT ASSESSED VALUE
<u>7763544550</u>	<u>2764 / 639</u>	<u>44.17</u>	<u>0</u>	<u>\$371,370</u>

FIRE DISTRICT _____

NAME OF PROPERTY OWNERS	CURRENT ADDRESS	TELEPHONE NUMBER
<u>Vuncannon Frazier LLC</u>	<u>801 Hub Morris Rd</u>	<u>336-465-3304</u>

Has any vested right under NC General Statute 160A 385.1 been established for the property subject to this annexation petition by any county or municipality? _____

SIGNATURES - Please complete one of the following sections:

PROPERTY OWNED BY INDIVIDUALS (Both husband and wife must sign)

Signature _____	Date _____
Signature _____	Date _____
Signature _____	Date _____

PROPERTY OWNED BY CORPORATION

The area to be annexed is owned by a corporation property registered with the State of North Carolina. THE PRESIDENT IS _____ AND THE SECRETARY IS _____

Signature of President/date

Signature of Secretary/date

Notary

(Notary Seal)

Commission Expires

(Corporate Seal)

PROPERTY OWNED BY PARTNERSHIP

The area to be annexed is owned by a partnership of which both partners agree to this petition. The partners are _____ and _____

Signature of Partner/date

Signature of Partner/date

Notary

8/24/2025
Commission Expires

(Notary Seal)

(Corporate Seal)

PROPERTY OWNED BY LIMITED LIABILITY COMPANY

Cory S. Vuncannon
Member-Manager (Print Name)

Cory S. Vuncannon
Member-Manager (Signature)

Member-Manager (Print Name)

Member-Manager (Signature)

- Notes:
- This project is / is not located within a special flood hazard area per NCFRIS.
 - Map #: 3710776300J Effective Date: 1/2/2008
 - 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: 7763544550

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1032.57	285.85	284.93	N 22°04'33" W	15°51'40"
C2	1107.99	286.91	286.11	N 38°02'47" W	14°50'12"

LINE	BEARING	DISTANCE
L1	N 16°30'08" W	5.60

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.

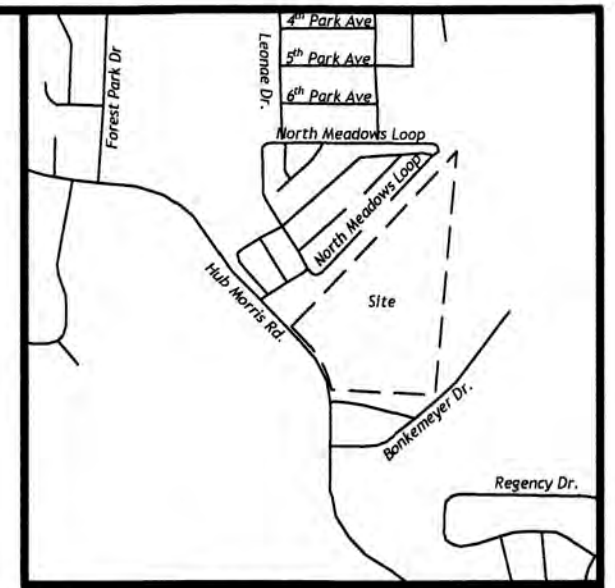
Date _____ Review Officer _____

Date Annexation Ordinance _____

Adopted by the Asheboro City Council: _____

Annexation Ordinance Effective Date: _____

Total Annexation Area: 44.147 Acres



Location Map
(Not to Scale)

- Hardwood Tree
- Evergreen Tree
- Stone
- R/W - Right of Way Monument
- RRS - Railroad Spike
- NIR - New Iron Rod
- NIP - New Iron Pipe
- NCGS Monument
- EN - Existing Nail
- EIR - Existing Iron Rod
- EIP - Existing Iron Pipe
- Existing Concrete Monument
- Bench Mark
- Computed Point / Point Not Set
- Well
- Property Line
- Computed Property Line
- Right of Way Line
- Easement Line
- Tie Lines
- Setback Lines
- Gas Line
- Sanitary Sewer Line
- Storm Sewer Line
- Water Line
- Fence
- Overhead Utility Line
- Overhead Power Line
- Underground Electric Line
- Underground Comm. Line
- 100-Year Flood Hazard Line
- Floodway
- C/L Railroad
- Catch Basin
- Yard Inlet
- Storm Sewer Manhole
- Junction Box
- Drop Inlet
- Irrigation Control Valve
- Back Flow Preventer
- Water Valve
- Water Manhole
- Water Meter
- Fire Dept. Connection
- Fire Hydrant
- Utility Pole
- Telephone Pedestal
- Telephone Pole
- Transformer
- Communications Manhole
- SS - Sanitary Sewer
- SS Manhole
- SS Cleanout
- U/G Power Box
- Power Pole
- Light Pole
- Guy Pole
- Gas Valve
- Guy Wire
- Gas Manhole
- Gas Meter
- Electric Meter
- Electric Manhole
- Spot Elevation

44.147 Acres
Total Area to be Annexed

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: January 14, 2022
- (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 factor(s): 0.99988532
- (9) GPS/GNSS Scale Point:
N: 734,117.22 E: 1,764,863.30 Z: 668.34
- (10) Units: US Survey Feet

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 2764 , page 639 ;

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 the 25th day of October, A.D., 2023.

PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES

Professional Land Surveyor

L-4787



Annexation Survey For:

Vuncannon-Frazier, LLC

Franklinville Township

North Carolina

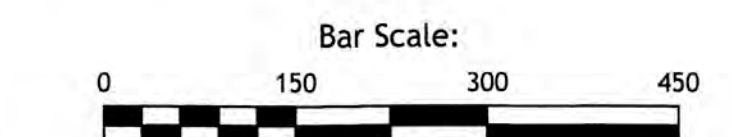
Deed Book: 2764 Pg: 639

Plat Book: 39 Pg: 19

Scale: 1" = 150 US Survey Feet

Randolph County

October 25, 2023



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

© 2023 Survey Carolina, Plc

Job #: 13659

Recommended Terms & Conditions of Lease Agreement

Name of Lessee: John Derksen – Dura-Built, LLC

Area of Rental Space: 95 X 95 or 9,025 sq. feet

Lease Term: 30 years

Annual Rental Rate: \$902.50 (annually)

Hangar Construction to begin within 120 days of execution of lease agreement.

Amount of Security Deposit at commencement of construction work - \$2,500.00
which is fully refundable upon receipt of Certificate of Occupancy.

Confirm within thirty (30) days of completion of construction, lessee must convey hangar to the City of Asheboro.

State the purpose of the lease agreement.

Lessee has **NO** right to sublease hangar or any portion thereof – Without prior approval from the Asheboro Airport Authority.

Airport Authority approved flood lighting – dusk to dawn operation. (Same as other hangars)

Lessee shall bear all costs involving utilities to hangar, insurance and permits, and any cost of required repairs to its hangar and space pavement.

Lessee shall be responsible for a nine (9) inch thick concrete apron with a four (4) inch stone base from the lease premises to taxi lane.

Lessor shall **NOT** be liable for loss arising out of damage to or destruction of the hangar or its contents from any cause except such loss as may be recoverable under Lessor's standard liability insurance policy.

After the expiration of the initial lease term, Lessee will have first refusal to rent the hangar for a fee comparable to other hangars at the Asheboro Regional Airport.

Lessee shall maintain throughout the term of the lease the following insurance policies.

Insurance that will cover the replacement cost of the hangar or any portion thereof with the City of Asheboro named as loss payee; and

Insurance that will cover liability arising from premises, operations, airplane maintenance, contractual liability, and products/completed operations. The City of Asheboro shall be named as an additional insured on the policy. Limits of the liability policy shall be no less than \$2,000,000.00.

ATTACHMENT B

REQUIREMENTS FOR HANGAR CONSTRUCTION

Lease-Building deeded to City of Asheboro upon completion of construction. Term dependent on construction. Thirty years maximum under state law.

Fee -\$.10 per square foot per year payable to City of Asheboro.

Rules and Regulations apply same as other tenants.

Insurance to be provided by lessee. File with copy of deed.

Maintenance to be provided by Lessee.

Termination/resale of remaining lease is allowed.

First choice to Lessor.

Rent after expiration to be same as comparable hangars with the first choice of rental to Lessee.

Construction (All of the following at Lessee expense)

Building code approval for hangar and door – City of Asheboro Building & Inspection Department.

Two-hour fire wall required adjacent to existing or future hangars for full length of facing wall.

Building color to match other buildings in area.

Building to have gutters and adequate drainage.

Construction bond/insurance.

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.

Paving and re-grassing.

Equip with required fire extinguishers.

Steps to follow:

1. Recommendation in principle by Asheboro Regional Airport Authority at regular meeting. Need building, door and site plans approved and building color.
2. City Council agreement at regular meeting.
3. FAA Form 7460 completion by Lessee and FAA approval.
4. Draw up lease agreement and sign.
5. Construction/inspection.
6. 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 inspection shall be requested and performed in a timely manner during construction.

RUNWAY

TAXIWAY

APRON

APRON

"T" HANGARS
C.A.P. BUILDING

A B C D

MAINTENANCE BUILDING

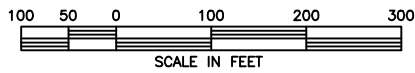
"T" HANGARS

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

DISPLAY AREA

AIRCRAFT MUSEUM

65.5'

H G

L

I

"T" HANGARS

J

M

K

HANGARS

O

P

N

"T" HANGARS



TO: Mayor and City Councilmembers
FROM: John Evans, Director
DATE: Recommendation for imminent Planning Board vacancy
RE: December 4, 2024

Consistent with the City Council's process for Board and Commission appointments, and following the Planning Board's review of eligible applications for service on that Board, the Board recommends the following two applicants be considered for appointment to that Board upon the expiring term of Mr. Ritchie Buffkin (January 1, 2025):

Taylor Trogdon, Jr.

Wayne Moore

Please note that Mr. Buffkin's seat is the only imminent vacancy; the term is five years. Staff will be available to answer questions at the December 5 City Council meeting.

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**, the ZooKeepers desire to continue to lease the municipal corporation’s McCrary Park, 138 Southway Road, Asheboro, North Carolina 27205, inclusive of the 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; and~~

~~**WHEREAS**, the ZooKeepers request to continue the leasing relationship with the City is rooted in the desire to continue to operate a collegiate summer baseball program; and~~

~~**WHEREAS**, the City and the ZooKeepers desire to provide the citizens of Asheboro and the surrounding areas with the opportunity to attend and view collegiate summer baseball and other amateur baseball games, including American Legion Baseball; and~~

~~**WHEREAS**, the Parties acknowledge and agree that the City may utilize McCrary Park for other recreation or City approved events, inclusive of accommodations that further the City’s support of the Asheboro City School System’s baseball program; provided, however, such additional activities shall not interfere with the ability of the ZooKeepers to operate a collegiate summer baseball program; and~~

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 ~~primary purposes of providing a home for the ZooKeepers baseball team and hosting collegiate summer baseball and related activities pursuant to the terms and conditions set forth and explained in this Agreement: 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

During the time period May 1 through August 15 of each year, the City will provide to the ZooKeepers the highest scheduling priority to operate the ZooKeepers and, in conjunction with the Kiwanis Club of Asheboro, American Legion baseball teams; provided, however, if the Asheboro High School baseball team qualifies for the playoffs, the school team is authorized to utilize the Park in a manner that is compatible with the ZooKeepers home schedule.

Section 1.03

The City's Recreation Services Department shall work in a good faith effort to avoid scheduling conflicts at the Park by coordinating ZooKeepers events and other events that are not part of operations conducted by the ZooKeepers. If, during any time period, a scheduling conflict arises between ZooKeepers events and any other events proposed for the Park, the City of Asheboro Recreation Services Director (the "Director") is authorized to 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 home for summer collegiate baseball and the American Legion baseball teams, the city is committed to utilizing the Park as a venue for recreation programming, incentivizing scholastic play in the community, and bringing visitors to the Asheboro community. To facilitate informed decision making, the ZooKeepers shall provide the Director, as soon as practicable each year, with up-to-date schedules for proposed games, practices, and events so that Park scheduling can be managed in an efficient manner.

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 **July 1, 2024** **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	=	\$1,000.00;
(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 COMBINED RIGHT OF FIRST OFFER AND RIGHT OF FIRST REFUSAL~~ 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 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.

**[The remainder of this page has been intentionally left blank.
Signature blocks are on the next page.]**

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 Grantor 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 by ZooKeepers Baseball LLC of the city-owned McCrary Park 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) 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 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) The terms "**Person**" or "**Persons**" includes humans and legal entities including trusts, corporations, partnerships, limited liability companies, or other organizations.
- (b) The term "**Third Party**" means any Person or Persons other than the Grantee and the Grantor. The term "Grantor" includes a Person or Persons controlled by the Grantor.

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 any 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 any Third-Party Offer, the Grantor shall take three initial actions under the terms and conditions of the ROFR granted herein:

- (a) The Grantor shall provide written notice to the Grantee of the intent to accept the Third-Party Offer; and
- (b) The above-referenced written notice shall include a complete and accurate copy of the Third-Party Offer; and
- (c) The Grantor shall refrain from accepting the Third-Party Offer until the Grantee has an opportunity to exercise the rights granted by this ROFR.

Section 2.02

Notice of Third-Party Offer Constitutes Offer to Grantee

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

Section 2.03

Acceptance Period

Grantor's offer to sell the baseball team to 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 immediately following the date of the actual receipt by the Grantee of the notice required by 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 include 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 of the intent to use supplemental mutually agreeable terms to convert the Third-Party Offer into a complete sales contract. Such a conditional acceptance of Grantor's offer shall not be deemed to be a rejection of the offer. Furthermore, Grantee is authorized to reserve the right to withdraw, without any cost or other adverse impact, the conditional acceptance of the Grantor's offer if, within thirty (30) business days immediately following the date on which the Acceptance Period ends (this supplemental 30-day period will be hereinafter referred to as the "Finalization Period"), the Grantor and Grantee fail to agree on mutually acceptable terms for a complete sales

contract. During the Finalization Period, unless mutually agreed otherwise, the terms and conditions set forth in the Grantor offer transmitted under Section 2.01 shall not be subject to modification. A complete written sales contract shall be memorialized in a form acceptable to both Grantor and Grantee.

Article 3. TERMINATION AND DURATION OF ROFR

Section 3.01 Termination of Grantee's Rights

The Grantee's rights under this Right of First Refusal terminate, and the Grantor can accept, without any adverse legal consequence under this ROFR, the Third-Party Offer upon the occurrence of either of the following events:

- (a) At the end of the Acceptance Period, the Grantee has not given written notice that the city 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), Grantor and 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.

**[The remainder of this page has been intentionally left blank.
Signature blocks are on the next page.]**

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