

**REGULAR MEETING MINUTES
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, APRIL 10, 2025
6:00 P.M.**

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

David H. Smith	) – Mayor Presiding
Clark R. Bell	)
Edward J. Burks	)
Kelly L. Heath	)
William N. McCaskill	) – Council Members Present
Walker B. Moffitt	)
Charles A. Swiers	)
W. Joseph Trogon, Jr.	)

Donald E. Duncan, Jr., City Manager
Jimmy L. Cagle, Jr. Facilities Maintenance Director
Addie R. Corder, Downtown Development Manager
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
John L. Evans, Community Development Director
Eddie L. Garner, Chief Building Inspector
Michael H. Jones, Police Captain
Justin T. Luck, Planning/Zoning Director
Michael L. Leonard, PE, City Engineer
Deborah P. Reaves, Finance Director
Michael D. Rhoney, PE, Water Resources Director
Jonathan M. Sermon, Recreation Services Director
Jeffrey C. Sugg, City Attorney

1. Call to Order

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

2. Moment of Silent Prayer and Pledge of Allegiance

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

3. Public Comment Period

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

4. The Main Street Champion Award for 2025

Downtown Development Manager Addie Corder presented the Main Street Champion Award for 2025 to Mayor Smith for his exemplary service and dedication to the downtown community.

5. The 2024 Building Inspections Department Annual Report

Chief Building Inspector Eddie Garner presented an overview of the building inspections department’s activities during 2024. The dedication and hard work of the building inspections team led to the successful completion of several major projects including, but not limited to, the following:

- Cone Health Cancer Center
- Duke Energy Operations Center
- Shell building for Starbucks
- 44-unit subdivision off Crestview Church Road
- Historic Randolph Co. Courthouse addition
- Alterations at Randolph Mall for The Maker and Merchant and Shoe Department.

A copy of the annual report is on file in the city clerk's office. No formation was asked of the council during this portion of the meeting, and none was taken.

6. 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 Trogon voted aye. There were no dissenting votes.

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

The meeting minutes for the city council's regular meeting on March 6, 2025, were approved and have been filed in the city clerk's office. An electronic copy of the approved document has been posted on the city's website.

(b) Acknowledgement of the Receipt of the Meeting Minutes for the Asheboro ABC Board Meetings Held February 4, 2025 and March 4, 2025

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

(c) Acknowledgement of the Receipt from the Asheboro ABC Board of an Amended Budget for Fiscal Year 2024-2025

The amended budget for fiscal year 2024-2025 from the Asheboro ABC Board was received and distributed to the elected officials. The document has been filed in the city clerk's office.

(d) Acknowledgement of the Receipt and Acceptance of the list provided by the Recreation Services Director with the 2025 Downtown Farmers' Market Operational Days, Including Special Events

Consistent with the City of Asheboro Cultural and Recreation Services Policy Manual, Recreation Services Director Jonathan Sermon submitted for the governing board's review, written notification of the operational hours for the Downtown Farmers' Market during the upcoming season. The written notification provided by the recreation services director is on file in the city clerk's office and may also be obtained by directly contacting the city's cultural and recreation services department.

With the adoption of the consent agenda, the council acknowledged receiving the Downtown Farmers' Market schedule for 2025. No alterations in the proposed operational schedule were requested by the governing board.

(e) Acknowledgement of the Receipt and Acceptance of the List of Operational Hours Proposed by the Recreation Services Director for the City-Owned Outdoor Pools During the 2025 Season

Consistent with the City of Asheboro Cultural and Recreation Services Policy Manual, Recreation Services Director Jonathan Sermon submitted for the governing board's review, written notification of the operational hours for the city-owned outdoor pool facilities during the upcoming season. The written notification provided by the

recreation services director is on file in the city clerk's office and may also be obtained by directly contacting the city's cultural and recreation services department.

With the adoption of the consent agenda, the council acknowledged the city-owned outdoor pool facilities schedule for 2025. No alterations in the proposed operations schedule were requested by the governing board.

- (f) **Approval of the Community Development Division's Request to Schedule for the City Council Meeting on May 8, 2025, and to Advertise, Legislative Hearings on the Following Zoning Applications:**
- (i) **RZ-25-09: Request to rezone property located at 124 Woodcrest Road (Randolph County Parcel Identification Number 7752905846) to an amended I2 (CZ) General Industrial Conditional Zoning District to allow a manufacturing, processing, and assembly-heavy; specifically a machine shop warehouse, wholesale distribution, and open storage.**
 - (ii) **RZ-25-10: Request to rezone property located on Mountain Road, Lincoln Avenue, and Springdale Lane (Randolph County Parcel Identification Number 7751362458) from RA6 (CZ) High-Density Residential Conditional Zoning to R10 (CZ) Conditional Zoning to allow single-family and two-family dwellings.**
- (g) **Approval of the Final Decision Document for Land Use Case No. SUP-25-01**

**Case No. SUP-25-01
Final Decision Document
City Council of the City of Asheboro, North Carolina**

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

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

THIS SPECIAL USE PERMIT APPLICATION was brought before the City Council of the City of Asheboro (the "City Council") for a quasi-judicial hearing that was conducted during a regular meeting on March 6, 2025. After receiving documentary evidence and sworn testimony, the City Council, on the basis of competent, material, and substantial evidence, hereby enters the following:

FINDINGS OF FACT

1. By and through manager Tom Schneider, Tella Billboards LLC, a North Carolina limited liability company, applied for a special use permit ("SUP") authorizing the installation of a billboard on the real property of H.L. Delk Construction, Inc. The application sought authorization to construct a 12' X 24' lighted monopole for outdoor advertising with an overall height of 35 feet. This application was received by city planning department staff on January 7, 2025.

2. The billboard is proposed for a single parcel of land that has 1730 S. Fayetteville Street in Asheboro as the street address. As noted above, the parcel of land at issue (the "Zoning Lot") is owned by H.L. Delk Construction, Inc. Susan M. Delk, who is vice president for the construction corporation, joined in signing to indicate the property owner's consent to the filing of this land use case.

3. The Zoning Lot is approximately 0.16 of an acre, more or less, in size.

4. The Zoning Lot is more specifically identified by Randolph County Parcel Identification Number 7750742451.

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

- (A) The existing and principal land use on the Zoning Lot is classified under the City of Asheboro Zoning Ordinance (the “AZO”) as rental/sales of domestic vehicles;
- (B) The billboard proposed for the Zoning Lot is classified under the AZO as a “Signs, Off Premise Billboard & Poster Panel, etc.” land use;
- (C) The height of the proposed billboard is 35' above grade, 12' X 24' dimensions, and the face is proposed to be a static, non-digital display;
- (D) South Fayetteville Street is a state-maintained major thoroughfare;
- (E) Billboards are also subject to review and approval by the North Carolina Department of Transportation (“NCDOT”);
- (F) The Zoning Lot is located in an I2 zoning district, and the proposed new land use is permitted in this zoning district;
- (G) The billboard is subject to the general lighting requirements of the AZO;
- (H) The Growth Strategy Map indicates that the Zoning Lot is in a primary growth area, and the Proposed LDP Map designates the area as commercial; and
- (I) In compliance with the AZO, the applicant has submitted the required site plan.
- (J) As required by the AZO, the site plan shows five Helleri Holly shrubs as landscaping around the base of the billboard.

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

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

- (1) Off premise signs may only be located along existing major thoroughfares or freeways as identified by the adopted Asheboro Thoroughfare Plan.*
- (2) The zoning district shall have at least 1,000 linear feet frontage along the major thoroughfare or freeway in question.*
- (3) Off premise sign structures shall be located a minimum of 1,000 linear feet apart as measured along the center line of the major thoroughfare or freeway. Only one off premise sign structure may occur every 1,000 linear feet.*
- (4) Off premise signs shall not exceed thirty-five (35) feet in height.*
- (5) Off premise signs shall be rectangular in shape and no part of the advertising face or copy shall extend or protrude beyond the outer limits of the rectangle.*

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

- (d) *Size of the proposed billboard including the number of sign faces and their dimensions, as well as the proposed height of said billboard.*
- (e) *Proposed method of landscaping and screening.*
- (f) *Proposed removal of any existing vegetation.*
- (g) *Type of construction material and method of construction.*

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

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

- (A) *In addition to any use permitted by right in the I2 zoning district, the use approved shall be one off-premises billboard, classified as "Signs, Off Premise Billboard & Poster Panel, etc." and consistent with the approved plan and the requirements of AZO Section 5.05(19).*
- (B) *Prior to the issuance of a zoning compliance permit, the following must be completed:*
 - (i) *The applicant shall obtain any required NCDOT permits; and*
 - (ii) *A final decision document authorizing the SUP must be approved by the City Council.*

9. LaDeidre Matthews, Esq. of Fox Rothschild offered testimony and submitted supplementary documentary evidence on behalf of the applicant. Ms. Matthews accepted the above-stated supplementary conditions on behalf of her client.

10. Molly Chisholm, who is a North Carolina State Certified Appraiser, provided sworn testimony during the hearing of this matter, and she submitted a market impact analysis of the proposed billboard site. Ms. Chisholm offered her professional opinion that the proposed construction of a billboard on the Zoning Lot meets the standard that "the use will not substantially injure the value of adjoining or abutting property." Furthermore, her data indicated no adverse effect on adjoining properties at all. No testimony was offered in opposition to this expert opinion.

11. Additionally, no testimony of any kind was offered in opposition to the requested SUP.

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

- (i) *That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.*
- (ii) *That the use meets all required conditions and specifications.*
- (iii) *That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity.*
- (iv) *That the location and character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located and in general conformity with the plan of development of Asheboro and its environs.*

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

CONCLUSIONS OF LAW

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

2. In this case, the applicant has properly applied for the SUP needed to lawfully develop the billboard land use proposed for the Zoning Lot. All aspects of the application are compliant with the AZO.

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

4. The applicant is entitled to the requested SUP.

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

ORDER

The applicant is hereby issued a SUP authorizing the billboard proposed for the Zoning Lot. This SUP shall be valid so long as, and only so long as, the applicant and the applicant's heirs, successors, and assigns develop and conduct the approved land use in compliance with the provisions of the Asheboro Zoning Ordinance, the approved site plan, and remain in compliance with the conditions listed below.

- (A) In addition to any use permitted by right in the I2 zoning district, the use approved shall be one off-premises billboard, classified as "Signs, Off Premise Billboard & Poster Panel, etc." and consistent with the approved plan and the requirements of AZO Section 5.05(19).
- (B) Prior to the issuance of a zoning compliance permit, the following must be completed:
 - (i) The applicant shall obtain any required NCDOT permits; and
 - (ii) A final decision document authorizing the SUP must be approved by the City Council.

The foregoing final decision document was adopted by the Asheboro City Council in an open session during a regular meeting held on April 10, 2025.

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

ATTEST:

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

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

There have been none approved.

(i) Approval of a Special Event/Street Closure Order for the Katie Bunch Memorial 5k Run/Walk on May 3, 2025

The council approved a special event closure order, including a temporary street closure, for the Katie Bunch Memorial 5k Run/Walk on May 3, 2025. The temporary closure order will take effect at 0600 hours on May 3, 2025 and will end at 1200 hours on May 3, 2025. Both south bound lanes of S. Church Street will be impacted.

7. Legislative Hearings Presented by the Community Development Division Director

(a) Legislative Hearing (Case No. RZ-25-06): Request to rezone property located at 411 and 441 North McCrary Street (including Randolph County Parcel Identification Numbers 7751450308, 7751450436, 77513359466, 7751450734, 7751450821) from R10 Medium-Density Residential to R10 Medium-Density Residential Conditional Zoning for five two-family dwellings.

Mayor Smith opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-25-06. Community Development Division 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 Brian Lucas (BLL Holdings, LLC)

The land for which the above-described zoning has been requested is located at 411 and 441 North McCrary Street. The property is approximately 1.5 acres in size and is more specifically identified by Randolph County Parcel Identification Numbers 7751450308, 7751450436, 77513359466, 7751450734, and 7751450821 (this property will be hereinafter referred to as the “Zoning Lot”)

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

1. The request is for a conditional zoning district consisting of five two-family dwellings on five parcels of land.
2. The R10 Residential District is defined as “intended to provide regulations which will produce a moderate intensity of residential uses, usually single family or two family in character and served by central water supply and sewage disposal systems, plus the necessary governmental and other support facilities to service such urban intensity living.”
3. Typically, an R10 district allows a single-family dwelling on a parcel with 10,000 square feet and a two-family (duplex) dwelling on a property with at least 15,000 square feet.
4. Development patterns in the area include at least 11 legal nonconforming lots within 500 feet of the subject property that do not possess the minimum lot size described in (3) above. The net density of the development as proposed is approximately 6.7 dwellings per acre. However, existing development in the area includes parcels with densities of more than 8 dwellings per acre due to these nonconforming lot sizes. In addition, many lots in the area are legal nonconforming because they do not possess the required lot width.

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

Proposed Land Use Map Designation: Neighborhood Residential

Growth Strategy Map: Primary Growth Area

Small Area Map: Northwest

LDP Goals/Policies that Support the Request:

Checklist Item 1: Complies with Land Development Plan Map

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

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

Checklist Item 12: Property is located outside of watershed

Checklist Item 13: The property is located outside of Special Hazard Flood Area

Policy 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 14: The property is located on steep slopes that exceed 20% (on part of the northern portion of the property).

The City of Asheboro Planning Board considered the zoning map amendment application and recommended, with the attachment of the supplementary proposed by city staff, approving the placement of the Zoning Lot into the requested R10 (CZ) zoning district. In making this recommendation, the planning board concurred with the planning staff's analysis of the consistency 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 request is consistent with the Land Development Plan due to being designated on the Land Development Plan proposed land use map as "Neighborhood Residential," emphasizing similar density to existing neighborhoods, which may be higher than typical R10 standards as described previously in the analysis. The property is also located within the Primary Growth Area with access to city services.

The request is reasonable due to development patterns in the area consisting primarily of single-family and two-family dwellings, with many parcels having lot sizes below the R10 district minimum lot sizes. The property's proximity to a public use facility (McCrary Park) and major transportation corridors, including I-73/74, with access to employers and other services also increases the validity of a request for slightly higher density than what the R10 district would normally allow.

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

- (A) *The use approved shall be a single-family dwelling or two-family dwelling on each of the five (5) parcels of land shown on the approved site plan. Any accessory uses permitted by-right in the R10 district shall be authorized subject to compliance with general R10 district regulations.*
- (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) *It shall be the property owner's responsibility to obtain any and all permits and approvals required for the proposed land use.*
- (E) *In addition to landscaping shown on the site plan, there shall be a minimum of one tree on each lot with two-family dwelling, consistent with allow Street Trees specified in Appendix A of Section 4.07 or Evergreen Trees specified in Appendix A of Section 6.14.B.*
- (F) *Existing vegetation shall be preserved in a manner consistent with the approved site plan. Should vegetation be removed, buffering and screening to the rear of dwellings labeled as existing vegetation shall be replanted consistent with the requirements of a Buffer or Screen "A."*
- (G) *Prior to the issuance of a zoning permit for development depicted, the owner shall provide the following:*
 - (i) *NCDOT permit(s), unless NCDOT indicates such permitting is not required, and updates to the plan as necessary to obtain said permit.*
 - (ii) *Recordation of a survey plat creating the lots as shown on the site plan.*
- (H) *The owner(s) of the Zoning Lot shall properly execute and deliver 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. On behalf of the applicant, Bob Wilhoit, Esq. presented comments in support of the zoning map amendment application and consented to the above-printed supplementary conditions. A citizen who did not provide his/her name and Monica Rush expressed concerns about the quantity of development on the Zoning Lot and posed questions about how the development will affect the neighborhood in general. When no one else asked to speak, Mayor Smith transitioned to the deliberative phase of the process.

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

1. The rezoning is consistent with the Land Development Plan due to being designated on the Land Development Plan proposed land use map as "Neighborhood Residential," emphasizing similar density to existing neighborhoods, which may be higher than typical R10 standards as described previously in the analysis. The property is also located within the Primary Growth Area with access to city services.

The amendment is reasonable due to development patterns in the area consisting primarily of single-family and two-family dwellings, with many parcels having lot sizes below the R10 district minimum lot sizes. The property's proximity to a public use facility (McCrary Park) and major transportation corridors, including I-73/74, with access to employers and other services also increases the validity of a request for slightly higher density than what the R10 district would normally allow.

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

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

- (b) Legislative Hearing (Case No. RZ-25-07): Request to rezone property from OA6/RA6 Office-Apartment and High Density Residential to OA6 (CZ) Office-Apartment Conditional Zoning for development with multiple family dwellings located at 721 Sunset Avenue and 129 South Cherry Street (Randolph County Parcel Identification Numbers 77514297979, 7751520554, 7751520778, and 7751521594.**

Mayor Smith opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-25-07. Mr. Evans was the first speaker, and he presented a written request from the applicant to continue the legislative hearing to the city council's regular meeting on May 8, 2025. Council Member Heath moved, and Council Member Burks seconded the motion to continue the above-listed legislative hearing to the city council's regular meeting on May 8, 2025. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

- (c) Legislative Hearing (Case No. RZ-25-08): Request to apply City of Asheboro High-Density Residential Conditional Zoning (RA6 (CZ)) for development with multiple family dwellings and residential planned unit development with single-family dwellings on property located on Crestview Church Road, southwest of 1172 Crestview Church Road, approximately 110 feet southwest of Zoo Parkway.**

Mayor Smith opened the legislative hearing on the zoning map amendment application filed as Case No. RZ-25-08. Mr. Evans was the first speaker, and he presented a written request from the applicant to continue the legislative hearing to the city council's regular meeting on May 8, 2025. Council Member Bell moved, and Council Member Swiers seconded the motion to continue the above-listed legislative hearing to the city council's regular meeting on May 8, 2025. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

8. Update on the Upcoming Vacancy on the City of Asheboro Planning Board

Mr. Evans reported that during the City of Asheboro Planning Board meeting on March 3, 2025, it was announced that the April 7, 2025 meeting would be the last meeting for planning board member, Mr. Harold Anderson. Mr. Anderson resides inside the city limits and his current term expires on January 1, 2027. This leaves one upcoming vacant seat. This vacancy was advertised, and the following candidates applied for this position.

1. Wayne Moore
2. Jason Higgins
3. Cindy Ho
4. Charles Gregory Patton

The city council may make a decision on a candidate or refer the candidates to the planning board for further review and consideration. If the council chooses to forward the list of candidates to the planning board for consideration, the planning board will need to forward at least two candidates to the city council for consideration.

Council Member Moffitt moved, and Council Member Trogdon seconded the motion to appoint Charles Gregory Patton to the Asheboro Planning Board. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

9. Public Hearing – Appropriation of Funding for Economic Development Related Land Acquisition

Mayor Smith opened the public hearing that was advertised in *The Courier Tribune* on March 27, 2025.

Kevin Franklin was the first speaker. Mr. Franklin with Randolph County Economic Development requested an allocation of \$119,900 to the Asheboro/Randolph County Area Economic Development Corporation. The funding is for the costs associated with the acquisition, in fee simple, of a single parcel of land that has a street address of 1900 South Fayetteville Street. The parcel of land is identified by Randolph County Parcel Identification Number 7750638382 and is located on the west side of South Fayetteville Street in Asheboro.

The land can provide access to additional real property suitable for industrial activity that could be supported by rail service. Funds are currently appropriated as “unallocated” in the economic development budget. The proposed funding is based on the belief that the proposed appropriation will increase the population, taxable property, agricultural industries, employment, industrial output or business prospects of the city.

No one from the public offered comments pertaining to this agenda item. Council Member Bell moved, and Council Member Moffitt seconded the motion to authorize the requested appropriation. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

10. McCrary Ballpark Renovation Project

(a) Authorization to Close Out Contract with Rodgers Builders and Finalize Sales Tax Appropriation

City Engineer Michael Leonard, PE reported that the original contract “Asheboro-McCrary Park Renovation and Expansion” project between Rodgers Builders and the City of Asheboro did not include an allowance for payment of sales tax costs incurred by Rodgers. Change Order 002 was approved to add \$20,000 allowance to the contract for sales tax that was excluded from the original contract. The total cost incurred in sales taxes by Rodgers Builders is \$34,152.60, leaving \$14,152.60 in sales taxes not accounted for in the existing contract.

The City of Asheboro has received change order 003 Rev2 to add an additional allowance to the contract for sales taxes. The change order amount is \$15,306.03 which is equal to \$14,152.60 sales taxes plus \$707.63 (5% fee) plus \$445.80 (3% increase and bonds).

Mr. Leonard requested the authorization to close out the contract with Rodgers Builders and to finalize sales tax appropriation. Council Member Bell moved, and Council Member Heath seconded the motion to approve change order 003 Rev2 and authorize city staff to close out the contract with Rodgers Builders as specified above. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

(b) Budget Ordinances

(i) Ordinance to Amend the General Fund

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

8 ORD 4-25

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2024-2025

WHEREAS, The original contract, “Asheboro-McCrary Park Renovation and Expansion” Project, between Rodgers Builders and the City of Asheboro did not include an allowance for payment of sales tax costs incurred by Rodgers.

WHEREAS, change order 002 was approved to add a \$20,000 allowance to the contract for sales tax that was excluded from the original contract.

WHEREAS, the total cost incurred in sales taxes by Rodgers Builders is \$34,152.60, leaving \$14,152.60 in sales taxes not accounted for in the existing contract.

WHEREAS, The City of Asheboro has received change order 003 Rev2 to add an additional allowance to the contract for the sales taxes.

WHEREAS, the change order amount is \$15,306.03 which is equal to \$14,152.60 sales taxes plus \$707.63 (5% fee) plus \$445.80 (3% insurance and bonds).

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

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

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

That the following revenue line item be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase/ Decrease</u>
10-000-399.0000	Fund Balance Allocation	\$15,307

That the following expense line item be increased / decreased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase/ Decrease</u>
10-620-565.0000	Contribution to McCrary Ball Park	\$15,307

Adopted this 10th day of April 2025,

/s/David H. Smith

David H. Smith, Mayor

ATTEST:

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

(ii) Ordinance to Amend the McCrary Ballpark Improvements Fund

Ms. Reaves presented an recommended adoption, by reference, of an ordinance to amend the McCrary Ballpark Improvements Fund. Council Member Bell moved, and council Member Heath 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.

9 ORD 4-25

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

WHEREAS, The original contract, “Asheboro-McCrary Park Renovation and Expansion” Project, executed between Rodgers Builders Inc and the City of Asheboro did not include an allowance for payment of sales tax costs incurred by Rodgers Builders Inc.

WHEREAS, a change order was approved in July 2023 to add a \$20,000 allowance to the contract for sales tax that was excluded from the original contract.

WHEREAS, the City of Asheboro has received change order 003 Rev2 and the purpose of this change order is to account for additional sales tax expense incurred above the allowance.

WHEREAS, the change order amount is \$15,306.03.

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

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

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

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

<u>Account #</u>	<u>Revenue Description</u>	<u>Increase</u>
65-000-300.0001-65	GF Contributions	\$15,307

Section 2: That the following expense line items be increased

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
65-000-400.9000-65	Construction Manager at Risk	\$15,307

Adopted this10th day of April 2025.

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

ATTEST:

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

11. Cultural and Recreation Services Items

(a) Cone Health ZooCity Sportsplex – Playground Area

(i) A Proposed Solution for the Current Closure of the Playground Area

City Manager Donald E. Duncan, Jr. and Facilities Maintenance Director requested that the city council approve contract between the City of Asheboro and Bliss Products and Services, Inc. for the repairs of the playground at the Cone Health ZooCity Sportsplex. The contract price for these repairs is \$148,097.63. Council Member Bell moved, and Council Member Burks seconded the motion to approve the above-referenced contract with Bliss Products and Services, Inc. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

A copy of the contract is on file in the city clerk's office.

(ii) An Ordinance to Amend the General Fund

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

10 ORD 4-25

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

WHEREAS, the playground at the Cone Health ZooCity Sportsplex needs to be repaired.

WHEREAS, the current estimated cost from the manufacturer, Bliss Products, for needed repairs they will perform is \$148,098.

WHEREAS, due to additional costs incurred by the City of Asheboro, the City of Asheboro wishes to allocate a total of \$200,000 to cover the Bliss Contract and ancillary unknown costs incurred by the City of Asheboro.

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

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

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

That the following revenue line be increased:

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

That the following expense line be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-623-545.0000	Contracted Maintenance	148,098
10-623-516.0009	Maintenance and Repair- Grounds	<u>51,902</u>
		\$200,000

Adopted this 10th day of April 2025,

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

ATTEST:

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

(b) Discussion and Request of Amended Rules for the Downtown Farmers’ Market

Council Member Bell moved, and Council Member Heath seconded the motion to continue the above-referenced item to the council’s regular May meeting. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

12. An Ordinance to Amend the General Fund to Account for the Purchase of a Restroom Trailer

Ms. Reaves presented and recommended adoption, by reference, of an ordinance to amend the general fund to account for the purchase of a restroom trailer to serve as a shower and changing facility to be managed by the Fleet Department and made available for training purposes and special and emergency events. Council Member Bell moved, and Council Member Burks seconded the motion to adopt/approve the above-referenced ordinance. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

11 ORD 4-25

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

WHEREAS, Asheboro McCrary Park is the home of the Asheboro Zookeepers baseball organization of the summer collegiate Coastal Plain Leage (CPL).

WHEREAS, one of the requirements in the CPL is that the umpire staff have a changing and shower facility at each venue that is separated from the player and visitor facilities.

WHEREAS, the City of Asheboro does not have this amenity at McCrary Park and wishes to purchase a restroom trailer, estimated at \$60,000, to serve as the changing and shower facility at McCrary Baseball Park during the CPL league season of May 15, 2025 to August 15, 2025.

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

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

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

That the following revenue line be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-000-399-0000	Fund Balance Allocation	\$60,000

That the following expense line be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-620-574.0000	Capital Outlay	\$60,000

Adopted this 10th day of April 2025,

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

ATTEST:

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

13. The Award of Contracts for the Purchase of Seven Chemicals Needed by the Water and Wastewater Treatment Plants

Water Resources Director Michael Rhoney, PE reported on the chemical procurement process undertaken for operations at the water and wastewater treatment plants. The apparent lowest responsive, responsible bidders who submitted offers to meet the requirements of the water and wastewater treatment plants for seven chemicals from April 16, 2025 to April 15, 2026, are listed below

<u>Chemical</u>	<u>Company</u>	<u>Price</u>
Liquid Alum	C&S Chemicals	\$447.95/Ton
Liquid Caustic	Trinity Mfg. DBA Oltrin Solutions, LLC	\$662.56/Ton
Fluosilicic Acid	Univar, USA, Inc.	\$500.00/Ton
Sodium Hypochlorite	Univar, USA, Inc.	\$1.71/Gal
Calcium Nitrate	CITCO Water	\$2.30/Gal
Sodium Permanganate	Chemrite, Inc.	\$12.19/Gal
Calcium Hydroxide/Magensium Hydroxide Slurry Blend	Polytec, Inc.	\$1.85/Gal

Council Member Bell moved, and Council Member Swiers seconded the motion, to accept the bids/offers listed above and to award to the above-listed chemical suppliers at the listed prices the contracts to supply the designated chemicals required by the city's water and wastewater treatment plants from April 16, 2025 to April 15, 2026. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

14. Annexation Petitions

(a) Public Hearing – Annexation Petition Submitted by Mark Braswell for Property along Crestview Church Road

City Engineer Michael Leonard, PE reported that the petitioner has submitted a request to continue this hearing to the next regular city council meeting on May 8, 2025. Council Member Trogdon moved, and Council Member Heath seconded the motion, to continue this public hearing to the next regular city council meeting on May 8, 2025. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers and Trogdon voted aye. There were no dissenting votes.

(b) Public Hearing – Lewallen Road Annexation Petition Submitted by BLL Holdings, LLC

(i) Initial Testimony

Mayor Smith opened the public hearing on the question of the annexation petition submitted by BLL Holdings, LLC requesting the annexation into the Asheboro primary city limits of approximately 34,644 square feet of land located on the east side of North Carolina Secondary Road 1446. Mr. Leonard presented the staff's analysis of the annexation petition.

(ii) Invitation for Public Participation

Mayor Smith invited comments from the public. Bob Wilhoit, Esq. presented comments in support of the requested annexation. When no one else asked to speak, Mayor Smith transitioned to the deliberative phase of the process.

(iii) Council Action

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

ORDINANCE NO. 12 ORD 4-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AN ORDINANCE EXTENDING THE ASHEBORO CITY LIMITS BY ANNEXING
APPROXIMATELY 34,644 SQUARE FEET OF LAND OWNED BY BLL HOLDINGS,
LLC ON THE EAST SIDE OF
NORTH CAROLINA SECONDARY ROAD 1446**

WHEREAS, in accordance with Section 160A-58.1 of the North Carolina General Statutes, BLL Holdings, LLC, a North Carolina limited liability company, submitted a petition requesting the annexation into Asheboro of approximately 34,644 square feet of land owned by the petitioner along the east side of North Carolina Secondary Road 1446; and

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

WHEREAS, on March 6, 2025, by means of a duly adopted resolution (Resolution Number 7 RES 3-25), the Asheboro City Council directed the city clerk to investigate the sufficiency of the annexation petition submitted by BLL Holdings, LLC, and the city clerk has in fact certified the sufficiency of the annexation petition submitted by the limited liability company; and

WHEREAS, pursuant to Asheboro City Council Resolution Number 8 RES 3-25, a legal notice was published on March 27, 2025, in *The Courier-Tribune*, a newspaper with general circulation in the City of Asheboro, announcing that a public hearing to consider the adoption of an ordinance annexing the described territory into the City of Asheboro would be held during the city council's next regular meeting, which was scheduled to begin at 6:00 p.m. on April 10, 2025, in the council chamber on the second floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203; and **WHEREAS**, the public hearing was held, as advertised, on April 10, 2025; and

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

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

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

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

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

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

Asheboro Township, Randolph County, North Carolina:

BEGINNING at a computed point/point not set in the eastern margin of the 60-foot public right-of-way for North Carolina Secondary Road 1446, which is also referred to as Lewallen Street or Lewallen Road, at the southwest corner of the area for which annexation into the City of Asheboro has been requested (the area subject to the annexation petition and the ensuing annexation proceedings is the territory clear of the public right-of-way and consisting of BLL Holdings, LLC property described in the Office of the Register of Deeds for Randolph County, North Carolina (the "Randolph County Registry") in Book of Record 2939, Page 683 and identified as New Tract 1 and New Tract 2 in Plat Book 190, Page 23, Randolph County Registry; the property for which BLL Holdings, LLC has requested satellite annexation into the City of Asheboro will be hereinafter referred to as the "Annexation Area"), the Beginning point is North 70 degrees 54 minutes 20 seconds East 8.57 feet from a 60d nail set at the base of a 1 – 1/4 inch existing iron pipe that is flush with the ground and is located by means of

the North Carolina Coordinate System at the coordinates of North 706,396.11 ground US survey feet and East 1,752,726.85 ground US survey feet (NAD 83 (2011)) (The referenced 60d nail set at the base of a 1 – 1/4 inch existing iron pipe and flush with the ground is located North 15 degrees 45 minutes 18 seconds East 211.50 feet from a computed point/point not set at the closest point on the existing City of Asheboro primary city limits line to the Annexation Area); thence, from the described Beginning point, running along the proposed Asheboro satellite city limits line and the western boundary of the Annexation Area by following the eastern margin of the public right-of-way for North Carolina Secondary Road 1446 the next two bearings and distances: North 12 degrees 05 minutes 13 seconds West 74.74 feet to a computed point/point not set; thence North 08 degrees 44 minutes 50 seconds West 78.26 feet to a computed point/point not set at the northwest corner of the Annexation Area; thence departing from the eastern margin of the public right-of-way for North Carolina Secondary Road 1446 to follow the northern boundary of the Annexation Area and continue along the proposed Asheboro satellite city limits line by running with the RME Enterprises, LLC property described in Book of Record 2818, Page 599, Randolph County Registry North 78 degrees 51 minutes 04 seconds East 273.55 feet to a 5/8-inch new iron rod up four inches at the northeast corner of the Annexation Area; thence departing from the northern boundary of the Annexation Area and turning to follow the proposed Asheboro satellite city limits line the next three bearings and distances along the eastern boundary of the Annexation Area: South 03 degrees 19 minutes 14 seconds East 6.73 feet to a right-of-way disc flush with the ground and located by means of the North Carolina Coordinate System at the coordinates of North 706,595.50 ground US survey feet and East 1,752,976.18 ground US survey feet (NAD 83 (2011)); thence South 09 degrees 30 minutes 02 seconds West 69.80 feet to a 5/8-inch new iron rod flush with the ground; thence South 09 degrees 30 minutes 02 seconds West 57.58 feet to a 5/8-inch new iron rod that is up four inches; thence continuing to follow the proposed Asheboro satellite city limits line by departing from the eastern boundary of the Annexation Area and running with the southern boundary of the Annexation Area the next two bearings and distances along the Asheboro Inn LLC property described in Book of Record 2906, Page 760, Randolph County Registry: South 75 degrees 51 minutes 41 seconds West 57.74 feet to a 2 – 1/2 inch existing iron pipe up twenty inches; thence South 70 degrees 54 minutes 20 seconds West 173.78 feet to the point and place of BEGINNING, and containing a total of 34,644 square feet, more or less, to be annexed.

*The above-stated legal description is in accordance with a plat of survey drawn under the supervision of Dan W. Tanner, II, Professional Land Surveyor with License Number L-4787. The plat of survey is titled “Satellite Annexation Survey For: **BLL Holdings, LLC**” and is identified as Job #: 17045.*

The plat of survey referenced in the immediately preceding paragraph is recorded in Plat Book _____191_____, Page _____43_____, Randolph County Registry.

Section 2. Upon and after April 10, 2025, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheboro and shall be entitled to the same privileges and benefits as other parts of the City of Asheboro. The above-described territory shall be subject to municipal taxes according to Section 160A-58.10 of the North Carolina General Statutes.

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

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

Section 5. This Ordinance shall be in full force and effect upon and after April 10, 2025.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on April 10, 2025.

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

ATTEST:

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

Approved as to form:

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

**(c) Annexation Petition for 35,059 Square Feet of Land, More or Less,
West of Uwharrie Street**

(i) Description of the Annexation Petition

Mr. Leonard provided an overview of the annexation petition submitted by Linda Sue Keeling, Carol Keeling Rose, Kimberly Love Stump, Cynthia Kennedy Pierce, and Mark E. Davidson. The annexation petition pertains to a parcel of land that is approximately 35,059 square feet of land located between Uwharrie Street and Interstate Highway 73/74.

**(ii) Council Action on a Resolution Directing the City Clerk to
Investigate the Annexation Petition**

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

RESOLUTION NUMBER 12 RES 4-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION DIRECTING THE CITY CLERK TO
INVESTIGATE PETITIONS SEEKING THE ANNEXATION OF LAND LOCATED
BETWEEN UWHARRIE STREET AND
INTERSTATE HIGHWAY 73/74**

WHEREAS, Linda Sue Keeling, Carol Keeling Rose, Kimberly Love Stump, Cynthia Kennedy Pierce, and Mark E. Davidson (collectively, the “Petitioners”) have submitted petitions requesting the annexation into Asheboro of approximately 35,059 square feet of land located between Uwharrie Street and Interstate Highway 73/74; and

WHEREAS, the Petitioners have ownership interests in the land for which annexation has been requested (the “Annexation Area”), and this Annexation Area is contiguous to Asheboro’s primary city limits; and

WHEREAS, Section 160A-31 of the North Carolina General Statutes provides that the sufficiency of such annexation petitions shall be investigated by the city clerk before further annexation proceedings take place; and

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

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

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on April 10, 2025.

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

ATTEST:

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

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

CERTIFICATE OF SUFFICIENCY

**(Petitions Requesting the Annexation of Land between
Uwharrie Street and Interstate Highway 73/74)**

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

I, Holly H. Doerr, am the City Clerk for the City of Asheboro. I hereby certify that, with the assistance of staff members in various city departments, I have investigated the annexation petitions submitted by Linda Sue Keeling, Carol Keeling Rose, Kimberly Love Stump, Cynthia Kennedy Pierce, and Mark E. Davidson (collectively, the "Petitioners"). I further certify that the following paragraphs accurately state the information obtained during the course of my investigation of the annexation petitions.

The Petitioners have requested the annexation into Asheboro of approximately 35,059 square feet of land in which the Petitioners have ownership interests (this land for which annexation has been requested will be hereinafter referred to as the "Annexation Area"). The Annexation Area, which is contiguous to the primary corporate city limits of the City of Asheboro, is located between Uwharrie Street and Interstate Highway 73/74.

Based on my investigation, I have concluded that all of the owners of the real property for which annexation has been requested have signed the prescribed petitions. The petitions appear to be sufficient to satisfy the provisions of Section 160A-31 of the North Carolina General Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Asheboro to make this certification effective as of April 10, 2025.

(CITY SEAL)

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

(iii) Council Action on a Resolution Setting the Date for a Public Hearing on the Question of Annexation

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

RESOLUTION NUMBER 13 RES 4-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING
ON THE QUESTION OF ANNEXING LAND LOCATED BETWEEN UWHARRIE
STREET AND INTERSTATE HIGHWAY 73/74**

WHEREAS, Linda Sue Keeling, Carol Keeling Rose, Kimberly Love Stump, Cynthia Kennedy Pierce, and Mark E. Davidson (collectively, the “Petitioners”) have submitted petitions requesting the annexation into Asheboro of approximately 35,059 square feet of land located between Uwharrie Street and Interstate Highway 73/74; and

WHEREAS, the Petitioners have ownership interests in the land for which annexation has been requested (the “Annexation Area”), and this Annexation Area is contiguous to Asheboro’s primary city limits; and

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

WHEREAS, the city clerk has certified the sufficiency of the petitions for proceeding with setting the date for a public hearing on the question of the requested annexation in accordance with Section 160A-31 of the North Carolina General Statutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that a public hearing on the question of annexing the territory shown on the plat attached to this Resolution as EXHIBIT 1 will be held in the council chamber on the second floor of Asheboro City Hall, 146 N. Church Street, Asheboro, North Carolina 27203 during a regular meeting of the Asheboro City Council that will begin at 6:00 p.m. on May 8, 2025; and

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

This Resolution was adopted in open session during a regular meeting of the Asheboro City Council held on April 10, 2025.

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

ATTEST:

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

15. Asheboro Regional Airport Items

- (a) **Lease of 12,600 Square Feet, More or Less, of Space for Hangar Construction by the North Carolina Aviation Museum & Hall of Fame, Inc.**

During its regular meeting in March 2025, in response to an Asheboro Airport Authority recommendation, the city council authorized the city attorney to draft a lease agreement for Hangar Q at the Asheboro Regional Airport at a rental rate of \$1,260.00 per year for a lease term of 30 years. The city attorney has prepared a proposed lease agreement that, if approved, would grant to the North Carolina Aviation Museum & Hall of Fame, Inc. the lease recommended by the Asheboro Airport Authority. Public notice of the hangar lease and the city council’s intent to approve the lease agreement was given in *The Courier Tribune* on March 11, 2025.

Mayor Smith invited comments from the public regarding the proposed lease agreement. Wayne Broome presented comments in support of the lease agreement.

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

RESOLUTION NUMBER 14 RES 4-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

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

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

WHEREAS, during its regular meeting in March 2025, in response to an Asheboro Airport Authority recommendation, the city council authorized the city attorney to draft a lease agreement for Hangar Q at the Asheboro Regional Airport at a rental rate of One Thousand Two Hundred Sixty and No Hundredths Dollars (\$1,260.00) per year for a lease term of 30 years; and

WHEREAS, the city attorney has prepared a proposed lease agreement that, if approved, would grant to the North Carolina Aviation Museum & Hall of Fame, Incorporated, a North Carolina nonprofit corporation, leasing terms and conditions that are consistent with the recommendation received from the Asheboro Airport Authority; and

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

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

WHEREAS, public notice of the hangar lease and the city council’s intent to approve the lease agreement during the regular meeting in April 2025 was given in *The Courier Tribune* on March 11, 2025, in accordance with Section 160A-272 of the North Carolina General Statutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the lease of Hangar Q at the Asheboro Regional Airport to the North Carolina Aviation Museum & Hall of Fame, Incorporated in accordance with the material terms and conditions specified in EXHIBIT A is hereby approved; and

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

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on April 10, 2025.

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

ATTEST:

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

EXHIBIT A

STATE OF NORTH CAROLINA

HANGAR LEASE AT
ASHEBORO REGIONAL AIRPORT

COUNTY OF RANDOLPH

THIS AGREEMENT AND HANGAR LEASE (the “**Agreement**”), dated as of the latter of the signature dates found on the signature pages for this leasing instrument (such date shall be the “**Effective Date**”), is by and between the **CITY OF ASHEBORO**, a North Carolina municipal corporation with its principal office located at 146 N. Church Street, Asheboro, North Carolina 27203, (interchangeably referred to as “**Lessor**” or “**City**”) and the **NORTH CAROLINA AVIATION MUSEUM & HALL OF FAME, INCORPORATED**, a North Carolina nonprofit corporation with its principal office located at 2222 Pilots View Road, Asheboro, North Carolina 27205, (“**Lessee**”). Lessor and Lessee are collectively referred to herein as the “**Parties**.”

WITNESSETH

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

ARTICLE 1

During the term of this Agreement, Lessor hereby leases to Lessee, and Lessee hereby accepts, the 140-foot by 90-foot area (12,600 square feet), more or less, of rental space for the construction/placement and use of an aircraft hangar (the “**Hangar**”) at the Asheboro Regional Airport, 2222 Pilots View Road, Asheboro, North Carolina 27205. The Hangar leased to the Lessee under this Agreement is described as follows:

Hangar Q as shown in a crosshatch area of Schedule "C" (as amended through February 2025) of the Asheboro Regional Airport; Schedule "C" is attached to this Agreement as ATTACHMENT A and is incorporated into this Agreement by reference as if fully copied herein.

ARTICLE 2

The lease term shall be 30 years, with the 30-year lease term commencing on the Effective Date referred to above.

ARTICLE 3

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

ARTICLE 4

Rental shall be paid to Lessor by Lessee in the sum of One Thousand Two Hundred Sixty and No Hundredths Dollars (\$1,260.00) per year. The entirety of the annual rental amount for Year 1 of this Agreement shall be due and payable in good funds upon the date when this instrument is fully executed. Thereafter, the annual rental amount shall be delivered in full and in good funds within 30 calendar days of each anniversary of the Effective Date specified on the first page of this instrument. Each annual rental payment shall be delivered to Lessor at the following address: If the United States Postal Service is utilized to make delivery, the address is City of Asheboro, Attn: Finance Department, Post Office Box 1106, Asheboro, North Carolina 27204-1106; and, for in-person delivery or commercial delivery, the address is City of Asheboro, Attn: Finance Department, 146 N. Church Street, Asheboro, North Carolina 27203. Delivery and payment of rent shall be deemed made only upon actual receipt by the City of the applicable rent payment in good funds.

ARTICLE 5

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

ARTICLE 6

Lessee agrees to the operating procedures and limitations listed below.

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

- Section 6.02** Unless authorized in writing by action of the Asheboro City Council, this Agreement is not assignable.
- Section 6.03** Lessee does not have the right to place a mortgage lien upon the premises.
- Section 6.04** Lessee shall bear all costs involving utilities to the Hangar, *ad valorem* taxes, insurance and permits, and any cost of required repairs to the Hangar and space pavement.
- Section 6.05** Lessee shall not permit aircraft engine(s) to be operated inside the Hangar, and Lessee shall not permit within the Hangar aircraft engine(s) to be run up with propeller blast directed toward any hangar door, hangar, or other aircraft.
- Section 6.06** Lessee shall mandate within the Hangar proper chocking and securing of aircraft after each usage.
- Section 6.07** Lessee shall provide, install, and maintain a suitable portable fire extinguisher in the Hangar.
- Section 6.08** Lessee shall ensure that the interior of the Hangar is maintained in a clean and orderly condition at all times, and further agrees to comply with all directives issued by any fire inspector acting within the inspector's territorial and subject matter jurisdiction.
- Section 6.09** Lessee shall abide by all applicable federal and state statutes and regulations, specifically including without limitation regulations promulgated by the Federal Aviation Administration, as they may be amended from time to time.

ARTICLE 7

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

ARTICLE 8

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

ARTICLE 9

After expiration of the present 30-year term of this Agreement, Lessee will have first refusal to rent the Hangar for a fee appropriate for a nonprofit museum hangar.

ARTICLE 10

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

ARTICLE 11

Section 11.01 It is understood and agreed that the purpose of this Agreement is to provide a place for Lessee to provide for the display of historical aviation exhibits, aircraft restoration, and adult and child education programs. Any other use to be made of the premises is prohibited unless written approval for such other use is obtained from the Asheboro Airport Authority.

Section 11.02 It is further expressly agreed that the demised property shall not, at any time during the term of this Agreement, be used for such purpose or in such manner that the sight, sound, or traffic into or out of the demised premises could reasonably be considered to be objectionable or hazardous to the facilities and operations of the Asheboro Regional Airport.

Section 11.03 Upon paying the rental hereunder and performing the covenants of this Agreement, Lessee shall have the right of ingress and egress from the demised premises.

Section 11.04 Lessee recognizes that from time to time during the term of this Agreement it will be necessary for the Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair so that the Asheboro Regional Airport and its facilities will be suitable for air traffic and flight activity. Such construction, reconstruction, expansion, relocation, maintenance, and repair activities will require accommodation and may cause inconvenience or interrupt operations at the airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, subcontractors, and representatives because of such inconvenience or interruption. In consideration of good and valuable consideration provided under this Agreement, Lessee waives any right to claim damages or other consideration therefore; provided, however, this waiver shall not extend to or be construed to be a waiver of any claim for physical damage to property resulting from negligence or willful misconduct.

ARTICLE 12

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

ARTICLE 13

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

ARTICLE 14

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

ARTICLE 15

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

ARTICLE 16

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

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

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

ARTICLE 17

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

ARTICLE 18

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

Section 18.02 If one or more articles, sections, clauses, or provisions of this Agreement and any other documents incorporated into the Agreement are held to be unlawful, invalid, or unenforceable, or in conflict with an applicable law or regulation, it is agreed that the remainder of the Agreement shall

remain in full force and effect as if such invalid or inconsistent provision was not included.

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

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

LESSOR:

CITY OF ASHEBORO

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

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

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

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

My commission expires:

Signature of Notary Public

Printed Name of Notary Public

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

LESSEE:

NORTH CAROLINA AVIATION MUSEUM & HALL OF FAME, INCORPORATED

By: _____(SEAL)
Signature of Authorized Official

Printed Name of Authorized Official

Printed Title of Authorized Official

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, the undersigned Notary Public of _____ County,
North Carolina, certify that _____ (print in the
immediately preceding blank space the name of the person acknowledging his/her execution
of the instrument) appeared in person before me this day and acknowledged to me that he/she
signed the foregoing document on behalf of the North Carolina Aviation Museum & Hall of
Fame, Incorporated.

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

Signature of Notary Public

My commission expires:

Printed Name of Notary Public

ATTACHMENT A

[ATTACHMENT A is on file in the city clerk’s office.]

ATTACHMENT B

Asheboro Regional Airport
Requirements for Hangar Construction

1. Under the terms of the lease agreement, building is deeded to City of Asheboro upon completion of construction. Term dependent on construction. Thirty years maximum under state law.
2. Fee is \$.10 per square foot per year payable to City of Asheboro.
3. Rules and Regulations apply same as other tenants.
4. Insurance to be provided by Lessee. File with copy of deed.

5. Maintenance to be provided by Lessee.
6. Termination/resale of remaining lease is allowed.
7. First choice to Lessor.
8. Rent after expiration to be same as comparable hangars with the first choice of rental to Lessee.
9. Construction (All of the following at Lessee's expense.)
 - (a) Building code approval for hangar and door – City of Asheboro Building Inspections Department.
 - (b) Two-hour fire wall required adjacent to existing or future hangars for full length of facing wall.
 - (c) Building color to match other buildings in area.
 - (d) Building to have gutters and adequate drainage.
 - (e) Construction bond/insurance.
 - (f) Site plan approval for hangar location relative to taxi lane and taxi way showing grades, drainage and paving and water runoff from roof, and electrical service (underground) – City of Asheboro Engineering Department.
 - (g) Paving and regrassing.
 - (h) Equip with required fire extinguishers.
10. Steps to Follow
 - (a) Recommendation in principle by Asheboro Airport Authority at regular meeting. Need building, door, and site plans approved and building color.
 - (b) City Council agreement at regular meeting.
 - (c) FAA Form 7460 completion by Lessee and FAA approval.
 - (d) Draw up lease agreement and sign.
 - (e) Construction/inspection.
 - (f) Occupancy/begin annual lease payments.

ATTACHMENT C

Asheboro Regional Airport **Hangar Specifications**

1. TYPE II – A or B Metal Building Only
2. Height shall not exceed airport regulations.
3. Hangar shall be constructed in compliance with the most current edition of the North Carolina State Commercial Building Code.
4. A Building Permit must be obtained before construction begins.
5. All required inspections shall be requested and performed in a timely manner during construction.
6. The Lessee shall be responsible for a 9-inch-thick concrete apron with a 4-inch stone base from aircraft hangar door to adjacent apron.

ATTACHMENT D

STATE OF NORTH CAROLINA

BILL OF SALE AND DEED

COUNTY OF RANDOLPH

THIS BILL OF SALE AND DEED is made this the _____ day of _____, 2025, by and between the **NORTH CAROLINA AVIATION MUSEUM & HALL OF FAME, INCORPORATED**, a North Carolina nonprofit corporation, (the “**Grantor**”) and the **CITY OF ASHEBORO**, a North Carolina municipal corporation, (the “**Grantee**”).

WITNESSETH

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

Hangar Q as shown in a crosshatch area of Schedule "C" (as amended through February 2025) of the Asheboro Regional Airport; Schedule "C" is attached to this instrument as EXHIBIT 1 and is incorporated into this Bill of Sale and Deed by reference as if fully copied herein.

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

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

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

**NORTH CAROLINA AVIATION MUSEUM &
HALL OF FAME, INCORPORATED**

By: _____ (SEAL)
Signature of Authorized Official

Printed Name of Authorized Official

Printed Title of Authorized Official

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

I, the undersigned Notary Public of _____ County, North Carolina, certify that _____ (print in the immediately preceding blank space the name of the person acknowledging his/her execution of the instrument) appeared in person before me this day and acknowledged to me that he/she signed the foregoing document on behalf of the North Carolina Aviation Museum & Hall of Fame, Incorporated.

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

Signature of Notary Public

My commission expires:

Printed Name of Notary Public

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

(b) Update on Recommendations from the Asheboro Airport Authority for the Upcoming 2025-2026 Fiscal Year Budget

Mr. Leonard reported that the Asheboro Airport Authority has requested that the city council include in its upcoming 2025-2026 fiscal year budget, the construction of a new terminal building. No formal action was taken by the council during this portion of the meeting.

16. Proposed Lease of Space for Electronic Communications Equipment on the S. Church Street Elevated Water Tank

The City of Asheboro owns two parcels of land on South Church Street in Asheboro in which an elevated water tank that is owned and operated by the city is located. All Corporation d/b/a Verizon Wireless has expressed its desire to continue to lease a portion of the water tank premises for the purpose of maintaining and operating a wireless communications facility. On March 6, 2025, a legal notice was published in *The Courier Tribune* stating the Asheboro City Council’s intent to approve a resolution authorizing the lease of the requested space.

When no one from the public asked to speak in regard to the above-referenced lease agreement, City Attorney Jeff Sugg presented and recommended adoption, by reference of a resolution approving a lease agreement between the City of Asheboro and Alltel Corporation d/b/a Verizon Wireless. Council Member Heath moved, and Council Member Bell seconded the motion to approve/adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

RESOLUTION NO. 15 RES 4-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF ASHEBORO AND ALLTEL CORPORATION D/B/A VERIZON WIRELESS

WHEREAS, the City of Asheboro owns two parcels of land on South Church Street in Asheboro that are identified by Randolph County Parcel Identification Numbers 7751619869 and 7751710819 and are more particularly described in the Office of the Register of Deeds for Randolph County, North Carolina (the “Randolph County Registry”) in the following books of record: Deed Book 208, Page 376, Randolph County Registry and Deed Book 210, Page 133, Randolph County Registry; and

WHEREAS, an elevated water tank that is owned and operated by the city is located upon the premises described in the immediately preceding paragraph (the “Water Tank Premises”); and

WHEREAS, Alltel Corporation d/b/a Verizon Wireless (the “Lessee”) has expressed its desire to continue to lease a portion of the Water Tank Premises for the purpose of maintaining and operating a wireless communications facility on the premises; and

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

WHEREAS, on March 6, 2025, a legal notice was published in *The Courier-Tribune* stating the Asheboro City Council’s intent to approve, during its regular meeting on April 10, 2025, a resolution authorizing the lease of the requested space to the Lessee; and

WHEREAS, the city council has determined that the portion of the Water Tank Premises that Lessee wishes to lease will not be needed by the city during the term of the lease; and

WHEREAS, the proposed lease agreement with the Lessee is attached to this Resolution as EXHIBIT 1 and is hereby incorporated into this Resolution by reference as if copied fully herein.

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

Section 1. The proposed lease agreement attached to this Resolution as EXHIBIT 1 is hereby approved.

Section 2. The Mayor is hereby authorized to execute on behalf of the city any and all documents and instruments necessary to carry into full force and effect the lease agreement attached hereto as EXHIBIT 1.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on April 10, 2025.

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

ATTEST:

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

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

17. A Resolution Confirming County Street Addressing Authority Within the City’s Extraterritorial Planning Jurisdiction

Mr. Sugg presented and recommended adoption, by reference, a resolution confirming county street addressing authority within the city’s extraterritorial planning jurisdiction and approving an agreement with the county pertaining to street addressing responsibilities. Council Member Moffitt moved, and Council Member Burks seconded the motion to approve/adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

RESOLUTION NUMBER 16 RES 4-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION REQUESTING THE EXERCISE OF COUNTY STREET
ADDRESSING AUTHORITY WITHIN THE EXTRATERRITORIAL PLANNING
JURISDICTION AND APPROVING
AN INTERLOCAL AGREEMENT**

WHEREAS, Section 160A-174 of the North Carolina General Statutes authorizes the city to regulate acts, omissions, or conditions detrimental to the health safety, and welfare of its citizens; and

WHEREAS, Section 160A-296 specifically provides that, except to the extent authority and control over certain streets and bridges is vested in the Board of Transportation, the city has general authority and control over all public streets, sidewalks, alleys, bridges, and other ways of public passage within its corporate limits; and

WHEREAS, Section 153A-239.1 of the North Carolina General Statutes authorizes the county to “name or rename any road within the county and not within a city, and may pursuant to a procedure established by ordinance assign or reassign street numbers for use on such a road;” and

WHEREAS, Section 638 of the Randolph County Unified Development Ordinance regulates street naming and addressing; and

WHEREAS, with regard to planning and development regulations, Section 160D-202(f) of the North Carolina General Statutes provides that the county “may, on request of the city council, exercise any or all . . .” of the powers to regulate planning and development within the city’s extraterritorial planning jurisdiction; and

WHEREAS, Section 160A-461 of the North Carolina General Statutes authorizes units of local government to enter into agreements with each other in order to execute any undertaking; and

WHEREAS, an agreement concerning the shared responsibilities of the city and Randolph County for street addressing (the “Agreement”) is attached to this Resolution as EXHIBIT 1 and is hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, city staff has recommended to the city council that, in order to lessen the chance of inaccurate information delaying the response time for first responders, (1) a request be made of the Randolph County Board of Commissioners for the county to exercise its street addressing authority within the city’s extraterritorial planning jurisdiction, and (2) approval be granted for the city to enter into the Agreement attached hereto as EXHIBIT 1; and

WHEREAS, the Asheboro City Council concurs with the city staff’s above-stated recommendations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, on this the 10th day of April, 2025, that a request is hereby formally made for Randolph County to exercise the street naming and addressing authority found in Section 638 of the Randolph County Unified Development Ordinance, and as amended, within the entirety of the extraterritorial planning jurisdiction of the City of Asheboro; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the request stated in the immediately preceding paragraph is limited in scope and shall be strictly construed as pertaining only to Section 638 of the Randolph County Unified Development Ordinance, and as amended, and only within the city’s extraterritorial planning jurisdiction, not within the corporate limits of the City of Asheboro or any other territorial jurisdiction of the city established by the Asheboro City Charter; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the Agreement attached to this Resolution as EXHIBIT 1 is hereby approved, and city officials are authorized to execute the Agreement on behalf of the City of Asheboro; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that this approval is a continuing approval that shall not lapse unless and until a subsequent Resolution providing otherwise is adopted by the Asheboro City Council and implemented in accordance with the applicable state law(s).

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

ATTEST:

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

EXHIBIT 1

AN AGREEMENT BY AND BETWEEN RANDOLPH COUNTY AND THE CITY OF ASHEBORO CONCERNING ADDRESSING RESPONSIBILITIES

This Agreement made and entered into by and between the City of Asheboro, a municipal corporation having a charter granted by the State of North Carolina, hereafter referred to as *Municipality*, and Randolph County, a corporate and political body and a subdivision of the State of North Carolina, hereafter referred to as *County*. Unless specifically provided otherwise herein, the provisions and requirements in this Agreement apply only to the extraterritorial planning jurisdiction of the City of Asheboro.

I. PURPOSE

To provide Enhanced 9-1-1 services to all our citizens, the County agrees to maintain and coordinate services, databases, and information between the Municipality and the telephone companies. Below is a detailed list of responsibilities that will enable proper usages of addresses within the 9-1-1 system. Failure of either the County or the Municipality to perform the appropriate tasks may result in loss of emergency response time due to inaccurate information. This must be a joint effort between the County and the Municipality.

II. THE COUNTY AGREES TO:

1. Avoid duplication of road names and address ranges within the County. This will be accomplished by matching the proposed change or addition against the information in the database.
2. Be a liaison between the State of North Carolina's Next Generation 9-1-1 data vendor that maintains the Next Generation 9-1-1 database and the Municipality and to update the Geographic Information Systems data and all other related information provided to the utilities and other local government agencies promptly.
3. Update all database files with response districts, roads, addresses, and municipal limits as this information becomes available to the County.
4. Assign and maintain addressing in the rural confines of The County, including areas outside of the municipal limits, and notify the United States Postal Service of all changes that occur in these confines and within the Municipality.

5. Provide the necessary staff, office space, and supplies appropriate for the maintenance of the database files required for the E-9-1-1 system.
6. Assist the Municipality through the County Building Inspections in the enforcement of the County's Addressing Ordinance. These Inspections will cover businesses and new construction only.
7. Respond to inquiries by the Municipality within 72 hours of any inquiry. At the end of 72 hours, if no answer has been received, the Municipality shall contact the County Manager directly.

III. THE MUNICIPALITY AGREES TO:

1. Consult with the County Addressing Office before any changes or additions to road naming occur within either the municipality or the extraterritorial planning jurisdiction and to ensure that multiple streets do not have the same name in the County and that there will be no duplication of addresses along the road or confusing address ranges.
2. Assign structure addresses within the municipal limits of the Municipality in consultation and coordination with the County; provided, however, final decisions within the municipal limits shall be controlled by ordinances adopted by the Asheboro City Council.
3. Address changes shall be posted as outlined in Article IV of this *Addressing Agreement*.
4. Advise the County Addressing Office of any deletions, additions, or changes to any road(s) or address ranges, providing plats, surveys, or maps detailed enough to determine address block ranges (minimum and maximum ranges on either side of the road), road length, road flow, and location for emergency routing. This paragraph applies to addresses within the municipality and in the extraterritorial planning jurisdiction.
5. Advise the County Addressing Office of all address exceptions, including assignment of numbers outside the expected range for a particular road segment; advise on alterations of addressing apartment/business complexes that are addressed using a complex name as the street. This paragraph applies to addresses within the municipality and in the extraterritorial planning jurisdiction.
6. New complexes shall be assigned one address off the road that it fronts. The units shall be assigned sequential unit numbers with unit numbers in the 100-range indicating the first floor of the building, the 200-range indicating the second floor of the building, etc. Each building shall be assigned a building identification number such as *Building A*, *Building B*, etc. Site plans of complexes shall be submitted to the County Planning and Zoning Department to ensure accurate information in the addressing databases.
7. Concurrently with the transmission of required annexation plats and ordinances to the Office of the Secretary of State, provide the County Addressing Office with copies of annexation ordinances adopted by the Asheboro City Council, including any annexation plats referenced by such ordinances.
8. After the approval of a final major subdivision plat, the municipality will copy the County Addressing Office on letters of approval that are remitted to developers. A copy of the subdivision plat(s) referenced in the approval letter will be included in the transmittal to the County Addressing Office.

9. Periodically verify the County's information about the Municipality via printouts, maps, or telephone conversation to ensure that the proper accuracy is maintained and to notify the County promptly of any known discrepancies found in the map books, printouts, maps, or other information.
10. Provide the County Addressing Office with the name and telephone number of the municipality's contact person responsible for address information in the Municipality.
11. Respond to inquiries by the County Addressing Office within 72 hours of any inquiry. At the end of 72 hours, if no answer has been received, the County Addressing Office shall contact the City Manager directly.
12. Provide for the enforcement of the addressing standards and addresses assigned as required for the public safety, health, and welfare as allowed by various General Statutes and ordinances adopted by the Municipality's governing board.

IV. ADDRESS POSTING STANDARDS

For this *Addressing Agreement*, and subject to the applicable provisions in the state building code, the following address posting standards shall be followed.

1. Numerals indicating the address number of a single-family dwelling shall be at least 4 inches in height, of a contrasting color to the structure, and shall be posted to be legible from the street.
2. Numerals for multiple dwelling units and nonresidential buildings shall be at least 6 inches in height, of a contrasting color to the structure, and shall be posted to be legible from the street.
3. Addresses will be established as whole numbers and will not have fractions or decimals of a number.
4. The letters *I* and *O* shall not be used in street addresses because of the close appearance to the numbers *1* and *0*.
5. Only digits shall be used in the number as opposed to script (e.g., *125* instead of *One Hundred Twenty-five*.)
6. All buildings shall clearly display a road address number. The owner and occupant of each building are required to display an address number on each building so that the location can be identified easily from the road.
7. The official address number must be displayed on the front of a building or at the entrance to a building that is clearly visible from the street during both day and night.
8. If the building is 75 ft. or more from a public street on which it fronts or the lot on which the building is located is landscaped such that numbers cannot be seen from the street, the assigned number shall also be posted at the end of the driveway or easement nearest the road which provides access to the building.
9. Immediately following the issuance of a building permit, the assigned address shall be posted on the property in a manner that is visible from the street. The

final Certificate of Compliance shall not be issued until the assigned number is posted according to the regulations in this Section.

10. Following the posting of the assigned address, the owner or occupant shall maintain such house or building number at all times in compliance with this Section. Address numbers shall not be obstructed from view by shrubs or vegetation as viewed from the street.

V. DEFINITIONS

For this *Addressing Agreement* and its implementation, the following definitions shall apply.

Access: The way a structure gets access to a State road or a private road or drive.

Accessory Building: A detached subordinate building, the use of which is incidental to that of a principal building on the same lot. An accessory building *cannot* be used for residential or commercial purposes.

Address: A unique identification of a location that may consist of a number, road name, unit number if any, and ZIP Code.

Address Assignment: Issuance of an address by either the County Planning and Zoning Department or the Municipality. All address assignments shall be in writing and contain the information as required based upon the definition of an *address*.

Address Change: The process by which addresses are changed to reflect new or updated roads or information.

Address Number Sequence: The sequential numerical order in which address numbers shall be assigned. For example, on the right side of a road proper sequence would be 100, 102, 104, 106, etc., as traveling along the road. The improper sequence would be 100, 104, 106, 102, etc., along the road.

Parcel: A piece of land that is intended to be sold as one unit of land.

Parcel Identification Number: A number that is constructed from the North Carolina State Plane Coordinate System of the visual center of a parcel of land to identify it and its location in the County Tax Mapping system.

Plat: A map or plan of a parcel of land that is to be or has been subdivided.

Principal Building: The main building or structure on a single lot where the principal use of the property is conducted.

Private Drive: A travel way not dedicated or offered for dedication as a public street providing access to 3 or more principal buildings. A private drive is not part of the State maintenance system and is designed for use and naming for public safety only.

Private Road: A vehicular right-of-way indicated on an approved survey plat and recorded in the Office of the Register of Deeds intended to serve residential subdivision of lots or tracts and not offered for dedication as a public road.

Private Street: An undedicated private right-of-way that affords access to abutting properties and requires a subdivision streets disclosure statement under NCGS § 136-102.6. Emergency and other public services may not be provided over such private streets, and they shall be privately maintained.

Retired Streets: Street names that are unavailable for use because they have been previously used. To avoid confusion, the policy is to not assign a new address that was previously used at another location.

Road Name: The approved and adopted name of any road or street.

Site Plan: A scaled drawing and supporting text showing the relationship between lot lines and the existing or proposed uses, buildings, or structures on the lot. The site plan may include site-specific details such as building areas, building heights and floor area, setbacks from lot lines and street rights-of-way, intensities, densities, utility lines, and locations, parking, access points, roads, and stormwater control facilities that are depicted to show compliance with all legally required development regulations that apply to the project and the site plan review.

Structure Number: The address number assigned to a structure on a parcel of land.

VI. EFFECTIVE DATE OF AGREEMENT:

By authority duly given by the governing Boards of the Municipality and the County, the Chairman of the Board of Commissioners and the Mayor of the Municipality may execute this agreement on behalf of their respective governing Board.

This Agreement has been entered into pursuant to authority duly granted by the governing body of the Municipality on the _____ day of _____, 20____ and the Board of Commissioners of Randolph County at its duly held meeting on the _____ day of _____, 20____.

(SEAL)

Clerk, Randolph County Board of
Commissioners

Chair, Randolph County Board of
Commissioners

(SEAL)

Clerk

Mayor, Municipality

18. Upcoming Events and Items Not on the Agenda

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

There being no further business, the meeting was adjourned at 8:15 p.m.

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

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