

**REGULAR MEETING  
ASHEBORO CITY COUNCIL  
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL  
THURSDAY, JUNE 5, 2025  
6:00 P.M.**

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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        | ) – Council Members Present |
| William N. McCaskill  | )                           |
| Walker B. Moffitt     | )                           |
| Charles A. Swiers     | )                           |
| W. Joseph Trogon, Jr. | )                           |

Donald E. Duncan, Jr., City Manager  
Robert L. Brown, Jr., Chief of Police  
Alyssa R. Chapius, Public Information Officer  
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal  
John L. Evans, Community Development Director  
Jason A. Hanson, Assistant Chief of Police  
Michael L. Leonard, PE, City Engineer  
Trevor L. Nuttall, Assistant City Manager  
Douglas P. Kemp, Human Resources Director  
Deborah P. Reaves, Finance Director  
Michael D. Rhoney, PE Water Resources Director  
Jonatham 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. After calling the meeting to order, Mayor Smith introduced Ayame Kodamari who is an exchange student from Okinawa, Japan. She is currently attending Southwestern Randolph High School.

**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 stand and recite the pledge of allegiance.

**3. Presentation of a Key to the City and Pride in Asheboro Award**

Mayor Pro Tempore Moffitt presented a Key to the City and the Asheboro Pride Award to Patricia Simmons. Ms. Simmons was unable to attend the meeting. Her colleagues accepted the awards on her behalf. Ms. Simmons is the nationally and internationally recognized director and CEO of the North Carolian Zoo.

**4. Public Comment Period**

Mayor Smith opened the floor for comments from the public.

Topaz Bott was concerned about the many explosions that have been occurring near his home. Marcie Cooper of North Randolph Avenue was concerned about the ongoing

parking issues along Randolph Avenue. Pam Vuncannon was also concerned about the parking issue on Randolph Avenue and the potential safety hazard it may cause. Karen Hendricks also shared her concerns about the parking issues along Randolph Avenue.

Dr. Charles Egerton shared the events that are slated for the Juneteenth Holiday (June 19). These events include, but are not limited to, an opening ceremony at the slave memorial and a civil rights medal of freedom ceremony.

Phil Skeen expressed his interest in the city's water and sewer infrastructure and the efforts being made to improve the situation.

There being no further comments from the public, Mayor Smith closed the public comment period.

**5. Resumption of Legislative Hearings Continued from May 8, 2025**

- (a) Legislative Hearing (Case No. RZ-25-08): Request to apply City of Asheboro high-density residential conditional zoning (RA6(CZ) for property located on Crestview Church Road, approximately 1100 feet southwest of Zoo Parkway.**

The applicant has withdrawn this request.

- (b) Public Hearing – Annexation petition submitted by Mark Braswell for property located along Crestview Church Road.**

The applicant has withdrawn the annexation petition.

**6. Public Hearing: The Proposed Operating Budget for Fiscal Year 2025-2026**

Mayor Smith opened the public hearing on the proposed operating budget for fiscal year 2025-2026.

City Manager Donald Duncan utilized a slide show presentation and highlighted the city's proposed operating budget for fiscal year 2025-2026. The proposed budget is balanced at \$75,694,810 with the General Fund at \$50,46,918 and the Water and Sewer Fund at \$25,232,892. There is no proposed increase in property taxes, however an incremental water and sewer rate increase is proposed.

Phil Skeen presented comments in support of the budget. There being no further comments, Mayor Smith closed the public hearing.

**7. Council Action on the Proposed Budget Ordinance for Fiscal Year 2025-2026**

Council Member Bell moved, and Council Member Burks seconded the motion to approve/adopt the following proposed budget ordinance for fiscal year 2025-2026 with an incremental increase in water and sewer rates that will be addressed in terms of the timing of certain increases during the regular meeting in July 2025. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

**18 ORD 6-25**

**CITY OF ASHEBORO  
BUDGET ORDINANCE**

BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina in session assembled:

Section 1: The following amounts are hereby appropriated in the General Fund for the operation of the city government and its’ activities for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for this City:

| <u>DEPT. #</u> | <u>DEPARTMENT OR FUNCTION</u>            | <u>APPROPRIATION</u> |
|----------------|------------------------------------------|----------------------|
| 410            | MAYOR AND GOVERNING BODY                 | 167,156              |
| 420            | CITY MANAGER'S OFFICE                    | 528,112              |
| 440            | FINANCE                                  | 715,499              |
| 450            | LEGAL & CITY CLERK                       | 232,700              |
| 480            | INFORMATION TECHNOLOGY                   | 754,198              |
| 490            | PLANNING/COMMUNITY DEVELOPMENT           | 1,221,617            |
| 500            | MUNICIPAL HEADQUATERS BUILDING           | 330,310              |
| 510            | POLICE                                   | 14,340,537           |
| 530            | FIRE                                     | 10,054,487           |
| 540            | BUILDING INSPECTIONS                     | 495,250              |
| 545            | FIRE INSPECTIONS                         | 325,079              |
| 550            | OPERATIONS                               | 1,378,605            |
| 555            | FLEET MAINTENANCE                        | 1,775,269            |
| 565            | STREET MAINTENANCE                       | 4,837,252            |
| 575            | ENGINEERING                              | 537,285              |
| 580            | ENVIRONMENTAL SERVICES                   | 3,908,541            |
| 590            | HUMAN RESOURCES                          | 557,067              |
| 610            | ECONOMIC DEVELOPMENT / COMMUNITY SUPPORT | 736,140              |
| 615            | CULTURAL SERVICES                        | 588,638              |
| 620            | RECREATION SERVICES                      | 2,294,364            |
| 623            | ZOOCITY SPORTSPLEX                       | 848,543              |
| 625            | GOLF COURSE                              | 298,456              |
| 630            | LIBRARY                                  | 146,883              |
| 640            | FACILITY MAINTENANCE                     | 3,174,796            |
| 650            | AIRPORT AUTHORITY                        | 215,134              |
|                | TOTAL APPROPRIATION                      | \$50,461,918         |

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026:

| <u>ACCOUNT</u>  | <u>DESCRIPTION</u>            | <u>AMOUNT</u> |
|-----------------|-------------------------------|---------------|
| 10-000-301.0001 | TAX COLLECTIONS DMV           | 1,794,804     |
| 10-000-302.2025 | TAX COLLECTIONS 2025-2026     | 23,796,753    |
| 10-000-307.0000 | TAX PENALTIES AND INTEREST    | 38,000        |
| 10-000-315.0000 | ABC BOARD DISTRIBUTION        | 700,000       |
|                 | ABC BOARD LAW ENFORCEMENT     |               |
| 10-000-315.1000 | FEE                           | 45,000        |
| 10-000-316.2000 | UTILITIES FRANCHISE TAX -STAT | 3,020,314     |
| 10-000-317.XXXX | LOCAL SALES TAX               | 11,207,410    |
|                 | ALCOHOLIC BEVERAGE TAX        |               |
| 10-000-318.0000 | DISTRIB                       | 120,000       |
| 10-000-321.0000 | POWELL BILL ALLOCATION-STAT   | 920,000       |
|                 | SOLID WASTE DISPOSAL TAX      |               |
| 10-000-321.0001 | (7/1/08)                      | 15,000        |
|                 | INTEREST EARNED ON            |               |
| 10-000-329.0000 | INVESTMENT                    | 250,000       |
| 10-000-330.XXXX | CONCESSIONS                   | 62,000        |
| 10-000-331.XXXX | GOLF REVENUE                  | 207,000       |
| 10-000-331.XXXX | RECREATION REVENUE            | 136,000       |

|                 |                              |              |
|-----------------|------------------------------|--------------|
| 10-000-331.XXXX | SUNSET THEATER REVENUE       | 55,000       |
| 10-000-331.XXXX | ZOOCITY SPORTSPLEX REVENUE   | 143,500      |
|                 | ENVIRONMENTAL SERVICES       |              |
| 10-000-332.XXXX | REVENUE                      | 2,939,682    |
| 10-000-333.0000 | ZONING FEES                  | 35,000       |
|                 | AIRPORT REVENUE- HANGAR      |              |
| 10-000-334.0001 | RENTS                        | 57,600       |
|                 | MISCELLANEOUS REVENUE-       |              |
| 10-000-335.0001 | VARIOUS                      | 50,000       |
| 10-000-335.0002 | PAYMENT IN LIEU OF TAXES     | 45,000       |
|                 | CONTRACTED MAINTENANCE-      |              |
| 10-000-335.0010 | NCDOT                        | 30,000       |
|                 | CONCERT SERIES SPONSORSHIP   |              |
| 10-000-335.0014 | REVENUE                      | 50,000       |
|                 | CONTRIBUTION-RANDOLPH        |              |
| 10-000-335.0021 | COUNTY                       | 250,000      |
| 10-000-336.0000 | RENTAL/VEHICLES - LOCAL TAX  | 54,478       |
| 10-000-336.0002 | SALES OF FIXED ASSETS        | 50,000       |
| 10-000-336.0004 | SALES OF MATERIALS-SERVICES  | 10,000       |
| 10-000-337.0000 | REIMB. ASHEBORO CITY SCHOOLS | 289,981      |
| 10-000-340.0000 | BUILDING PERMITS             | 400,000      |
| 10-000-340.0002 | INSPECTION FEES              | 68,500       |
| 10-000-340.0003 | FIRE INSPECTION FEES         | 2,800        |
|                 | COURT COSTS, FEES AND        |              |
| 10-000-350.0006 | CHARGES                      | 8,500        |
| 10-000-351.0002 | U S JUSTICE FDS (DEA)        | 104,471      |
| 10-000-351.0003 | DOJ REIMB FOR OT             | 1,500        |
|                 | PROCEEDS FROM INSTALLMENT    |              |
| 10-000-360.0000 | PURCHASE                     | 2,421,562    |
| 10-000-399.0000 | FUND BALANCE ALLOCATION      | 1,082,063    |
|                 | ESTIMATED REVENUES:          | \$50,461,918 |

Section 3: There is hereby levied a tax at the rate of seventy-one cents (\$.71) per one hundred (\$100) valuation of property as listed for taxes as of January 1 for the purpose of raising the revenue listed as " Current Year's Taxes" in the General Fund in Section 2 of this ordinance.

This rate is based on a total valuation of property for the purposes of taxation of \$3,656,350,114 and an estimated rate of collection of 98%.

Section 4: The following amounts are hereby appropriated in the Water and Sewer Fund for the operation of the city government and its’ activities for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for this City:

| <u>DEPT. #</u> | <u>DEPARTMENT OR FUNCTION</u> | <u>APPROPRIATION</u> |
|----------------|-------------------------------|----------------------|
| 720            | BILLING & COLLECTION          | 810,934              |
| 810            | WATER METER OPERATIONS        | 1,211,831            |
| 820            | WATER SUPPLY & TREATMENT      | 5,799,985            |
| 830            | WASTEWATER TREATMENT          | 5,416,012            |
| 840            | WATER MAINTENANCE             | 2,690,671            |
| 850            | WASTEWATER MAINTENANCE        | 2,469,518            |
| 860            | TECHNICAL SERVICES            | 385,197              |
| 870            | SYSTEMS MAINTENANCE           | 5,461,678            |
| 880            | WATER QUALITY                 | 987,066              |
|                | TOTAL APPROPRIATIONS          | 25,232,892           |

Section 5: It is estimated that the following revenues will be available in the Water and Sewer Fund for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

| <u>ACCOUNT</u>  | <u>DESCRIPTION</u>            | <u>AMOUNT</u> |
|-----------------|-------------------------------|---------------|
| 30-000-329.0000 | INTEREST EARNED ON INVESTMENT | 377,000.00    |
| 30-000-334.XXXX | TOWER RENTS                   | 131,610.00    |
| 30-000-335.0000 | MISCELLANEOUS REVENUE         | 11,000.00     |
| 30-000-335.0031 | RECOVERY OF BAD DEBTS         | 57,000.00     |
| 30-000-336.0001 | WATER TAPS AND CONNECTION FEE | 150,000.00    |
| 30-000-337.0000 | SEWER TAPS AND CONNECTION FEE | 75,000.00     |
| 30-000-338.XXXX | MISECLLANEOUS FEES            | 576,066.00    |
| 30-000-338.0002 | LOW PRESSURE SEWER SYSTEM     | 7,200.00      |
| 30-000-350.0000 | GRANTS                        | 1,000,000.00  |
| 30-000-360.0000 | PROCEEDS FROM LEASE PURCHASE  | 420,000.00    |
| 30-000-360.0015 | DWSRF LOAN PROCEEDS           | 1,000,000.00  |

| <u>ACCOUNT</u>  | <u>DESCRIPTION</u>           | <u>AMOUNT</u> |
|-----------------|------------------------------|---------------|
| 30-000-361.0000 | SALES OF WATER               | 9,819,652.00  |
| 30-000-362.XXXX | SEWER CHARGES                | 9,457,946.00  |
| 30-000-363.0000 | SAMPLING AND MONITORING FEES | 25,000.00     |
| 30-000-364.0000 | SUR CHARGES                  | 341,700.00    |
| 30-000-365.0002 | HAULED SEPTIC WASTE          | 79,000.00     |
| 30-000-399.0000 | FUND BALANCE ALLOCATION      | 1,704,718.00  |
|                 | TOTAL ESTIMATED REVENUES     | 25,232,892.00 |

Section 8: The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. He/she may transfer between line-item expenditures within a department without limitation and without a report being required.
- b. He/she may transfer amounts between departments, within the same fund. He/she must make an official report on transfers of more than \$5,000 at the next regular meeting of the Governing Board.
- c. He/she may not transfer any amounts between funds, except as approved by the Governing Board in the Budget Ordinance as amended.

Section 9: The Budget Officer may make cash advances between funds for periods not to exceed 60 days without reporting to the Governing Board.

Section 10: Copies of this Budget Ordinance shall be furnished to the City Clerk, to the Governing Board and to the Budget Officer and Finance Director to be kept on file by them for their direction in the disbursement of funds. A copy will also be available at the City of Asheboro website: [www.asheboronc.gov](http://www.asheboronc.gov).

|                    |              |
|--------------------|--------------|
| TOTAL GROSS BUDGET | \$75,694,810 |
|--------------------|--------------|

Adopted this on the 5th day of June 2025.

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

ATTEST:

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

**8. Consent Agenda**

Prior to the consideration of the consent agenda, city staff asked the council to remove items 8(k) and 8(s) for reintroduction at a later date. Mr. Duncan requested to read through item (m). Council Member Heath moved, and Council Member Burks seconded the motion to remove items 8(k) and 8(s) and to read through item (m). Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

After Mr. Duncan read through item (m), “A resolution concurring with revisions, effective July 1, 2025, to the City of Asheboro Employee Policies and Procedures Manual,” Council Member Bell moved, and Council Member Heath seconded the motion to approve/adopt the following consent agenda items.

**(a) Approval of the Meeting Minutes for May 8, 2025**

The meeting minutes for the city council’s regular meeting on May 8, 2025, were approved and have been filed in the city clerk’s office. An electronic copy of the approved document has been posted on the city’s website.

**(b) Approval of the Minutes and General Account of the Closed Session Held During the City Council Meeting on May 8, 2025**

The minutes and general account of the closed session held during the city council meeting on May 8, 2025 have been approved. The approved document has been filed in the city clerk’s office.

**(c) Approval of a Resolution Sealing the General Account of the Closed Session Held During the City Council Meeting on May 8, 2025**

**RESOLUTION NUMBER 17 RES 6-25**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**Resolution Sealing the General Account of a  
Closed Session Held on May 8, 2025**

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

**WHEREAS**, pursuant to Subsections (a)(4) and (a)(5) of Section 143-318.11 of the North Carolina General Statutes, the city council, upon unanimous adoption of a properly made and seconded motion, went into closed session on May 8, 2025, to discuss a business expansion/location issue and to give city staff instructions about negotiable property acquisition terms; and

**WHEREAS**, the purpose for going into closed session on May 8, 2025, would be frustrated if the general account of the closed session were to be made available for public inspection at this time.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro that the general account of the closed session held on May 8, 2025, is hereby sealed and will remain sealed so long as public inspection of this record would frustrate the purpose of the closed session; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Asheboro that the city manager is authorized to act as the council’s agent with the authority to unseal the record, in whole or in part, when the purpose of the closed session would no longer be frustrated by making an identified section of the record available for public inspection or when the unsealing of the record is otherwise required by law.

**This Resolution was adopted by the Asheboro City Council in open session during a regular meeting on June 5, 2025.**

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

**ATTEST:**

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

(d)     **Approval of the Final Decision Document for Land Use Case No. SUP-25-02**

**Case No. SUP-25-02  
Final Decision Document  
City Council of the City of Asheboro, North Carolina**

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

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

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**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 May 8, 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 an authorized representative (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 a single parcel of land owned by Southend Market, L.L.C. Along with the prescribed application, the applicant has submitted design plans for the construction of a 12' X 24' single-monopole sign with a double-sided static vinyl display, with the opportunity for a digital LED display on the northbound side of the billboard. The application was received by city planning department staff on March 14, 2025.
2. The billboard is proposed for a single parcel of land with a street address at 2112 S. Fayetteville Street, Asheboro, North Carolina 27205. As noted above, the parcel of land at issue (the “Zoning Lot”) is owned by Southend Market, L.L.C., a North Carolina limited liability company. Susan M. Delk, who is general manager for the owner of the Zoning Lot, joined in signing the land use application to indicate the property owner’s consent to the filing of this land use case.
3. The Zoning Lot is 0.14 of an acre, more or less, in size.
4. The Zoning Lot is more specifically identified by Randolph County Parcel Identification Number 7750626365.
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 discussed during the hearing. This testimony included the following items:

- (A) The existing and principal land use on the Zoning Lot is a commercial development with multiple uses and/or structures;
- (B) The billboard land use proposed for the Zoning Lot is classified under the City of Asheboro Zoning Ordinance (the “AZO”) as a “Signs, Off Premise Billboard & Poster Panel, etc.” land use;
- (C) The specific billboard land use proposed by the applicant is a monopole designed billboard with a height of 35' above grade, 12' X 24' dimensions, and the possibility for a digital LED display on the northbound side of the billboard only;
- (D) United States Highway 220 Business South (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;
- (I) The immediate area along United States Highway 220 Business South contains primarily commercial and institutional uses, although the I2 zoning would permit industrial uses;
- (J) In compliance with the AZO, the applicant has submitted the required site plan; and
- (K) As required by the AZO, the site plan shows three Helleri Holly shrubs for landscaping.

6. The land uses surrounding the Zoning Lot are listed as follows:

|               |            |              |                        |
|---------------|------------|--------------|------------------------|
| <b>North:</b> | Commercial | <b>East:</b> | Commercial             |
| <b>South:</b> | Commercial | <b>West:</b> | Railroad/Single-Family |

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

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

- (1) *Off premise signs may only be located along existing major thoroughfares or freeways as identified by the adopted Asheboro Thoroughfare Plan.*
- (2) *The zoning district shall have at least 1,000 linear feet frontage along the major thoroughfare or freeway in question.*
- (3) *Off premise sign structures shall be located a minimum of 1,000 linear feet apart as measured along the center line of the major thoroughfare or freeway. Only one off premise sign structure may occur every 1,000 linear feet.*

- (4) *Off premise signs shall not exceed thirty-five (35) feet in height.*
- (5) *Off premise signs shall be rectangular in shape and no part of the advertising face or copy shall extend or protrude beyond the outer limits of the rectangle.*
- (6) *No portion of the off premise sign supporting structure shall be visible above the rectangular sign face.*
- (7) *Off premise signs shall be limited to freestanding ground signs, only.*
- (8) *No additional signs shall be permitted on any part of the supporting structure or bracing of an off premise sign.*
- (9) *A billboard sign face area shall not exceed three-hundred (300) square feet in size.*
- (10) *Off premise signs may only be single-faced, double-faced (back to back) or multi-faced provided that:*
  - (a) *The total sign faces in any one direction do not exceed size requirements set forth in (9) above.*
  - (b) *There is a definite distinction (such as a border or trim) between the individual sign faces to separate advertising copy.*
  - (c) *The backs of back-to-back/double-faced signs are not separated by more than thirty-six (36) inches.*
  - (d) *Double-faced or multi-faced signs when constructed in the form of a "V" when viewed from above or below, shall not exceed an angle (as measured at the apex) greater than forty-five (45) degrees.*
  - (e) *Double-faced or multi-faced signs shall be structurally tied together to be considered as one structure.*
  - (f) *Multi-faced signs shall not have more than two (2) sign faces per structure.*
- (11) *Landscaping and screening shall be provided subject to the approval of the Planning Department. No undue undercutting of existing vegetation shall be permitted.*
- (12) *No billboard shall be permitted within 100 linear feet of any residential district (R40, R15, R10, R7.5, and RA6).*
- (13) *Off premise signs as provided for under Chapter 7 shall not be required to comply with the provisions set forth in this Section.*
- (14) *Off premise signs must comply with regulations established by the N.C. Board of Transportation. However, the State or city requirement that is more stringent or restrictive shall apply. It is the responsibility of the sign owner to insure compliance with State and city regulations.*
- (15) *An application for a Special Use Permit as required under this Section shall be accompanied by plans showing the following information:*
  - (a) *Location of the proposed billboard, including setback from public right-of-way.*

- (b) *Location of any existing buildings or structures within 100 feet of the proposed billboard.*
- (c) *Location of proposed billboard in relation to any residential district (R40, R15, R10, R7.5, and RA6) to enable a determination of compliance with this Section.*
- (d) *Size of the proposed billboard including the number of sign faces and their dimensions, as well as the proposed height of said billboard.*
- (e) *Proposed method of landscaping and screening.*
- (f) *Proposed removal of any existing vegetation.*
- (g) *Type of construction material and method of construction.*

8. 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.

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

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

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

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

12. 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.

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

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

4. The applicant is entitled to the requested SUP.

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

#### **ORDER**

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

- (A) In addition to any use permitted by right in the I2 zoning district, the use approved shall be one off-premises billboard, classified as "Signs, Off Premise Billboard & Poster Panel, etc." and consistent with the approved plan and the requirements of AZO Section 5.05(19).

- (B) Prior to the issuance of a zoning compliance permit, the following must be completed:
- (i) The applicant shall obtain any required NCDOT permits; and
  - (ii) A final decision document authorizing the SUP must be approved by the City Council.
- (C) Electronic changeable copy shall operate on a five-second minimum delay.
- (D) Maximum brightness levels shall not exceed 5,000 nits during daylight hours and shall not exceed 500 nits between dusk and dawn, as measured from the sign face.

**The foregoing final decision document was adopted by the Asheboro City Council in an open session during a regular meeting held on June 5, 2025.**

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

ATTEST:

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

**(e) Approval of the Meeting Minutes for the Special City Council Meeting Held on May 14, 2025**

The meeting minutes for the city council's special meeting on May 14, 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.

**(f) Acknowledgement of the Receipt of the Meeting Minutes for the Asheboro ABC Board Meeting on April 1, 2025**

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

**(g) Acknowledgement of the Receipt from the Asheboro ABC Board of the Budget Message and Proposed Budget for Fiscal Year 2025-2026**

The budget message and proposed budget for fiscal year 2025-2026 for the Asheboro ABC Board were received and distributed to the elected officials. The documents have been filed in the city clerk's office.

**(h) Approval of an Ordinance Amending the General Fund to Adjust Fiscal Year-End Allocations**

**19 ORD 6-25**

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

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

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

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

That the following revenue line item be decreased:

| <u>Account #</u> | <u>Description</u>      | <u>Increase</u> / <u>(Decrease)</u> |
|------------------|-------------------------|-------------------------------------|
| 10-000-399.0000  | FUND BALANCE ALLOCATION | (2,506,000)                         |

That the following Expense line item be increased / (decreased):

| <u>Account #</u> | <u>Description</u>            | <u>Increase</u> / <u>(Decrease)</u> |
|------------------|-------------------------------|-------------------------------------|
| 10-440-555.0000  | TAX REFUNDS                   | (48,000)                            |
| 10-480-545.0000  | CONTRACTED SERVICES           | (12,000)                            |
| 10-490-502.0000  | SALARIES AND WAGES            | (170,000)                           |
| 10-490-512.0000  | PRINTING AND PUBLISHING       | (22,000)                            |
| 10-490-532.0000  | GRANTS                        | (50,000)                            |
| 10-490-551.0000  | SPECIAL PROJECTS              | (100,000)                           |
| 10-490-555.0000  | CODE ENFORCEMENT              | (20,000)                            |
| 10-490-556.0000  | NUISANCE ABATEMENT            | (70,000)                            |
| 10-490-556.0001  | COMMUNITY DEV – SIDEWALKS     | (15,000)                            |
| 10-500-515.0000  | MAINT. & REPAIR- BLDG         | 15,000                              |
| 10-510-502.0000  | SALARIES & WAGES – INCENTIVES | 25,000                              |
| 10-540-502.0000  | SALARIES & WAGES              | (20,000)                            |
| 10-545-502.0000  | SALARIES & WAGES              | (9,000)                             |
| 10-550-509.0000  | WORKERS COMPENSATION          | (10,000)                            |
| 10-550-515.0000  | MAINT. & REPAIR- BLDG         | (30,000)                            |
| 10-550-516.0000  | MAINT. & REPAIR- EQ           | (10,000)                            |
| 10-555-532.0000  | GAS OIL TIRES INVENTORY       | (100,000)                           |
| 10-565-534-0003  | OTHER SUPPLIES- STORM SEWER   | (30,000)                            |
| 10-565-531.0000  | GAS OIL TIRES                 | (200,000)                           |
| 10-565-534.0500  | OTHER SUPPLIES- SNOW REMOVAL  | (20,000)                            |
|                  |                               | <u>Increase</u> / <u>(Decrease)</u> |
| <u>Account #</u> | <u>Description</u>            | <u>(Decrease)</u>                   |
| 10-580-517.0001  | MAINT. & REPAIR- HAULING      | (40,000)                            |
| 10-580-531.0001  | GAS OIL TIRES- HAULING        | (30,000)                            |
| 10-610-501.0004  | OPEN INCENTIVE AGREEMENTS     | (350,000)                           |
| 10-620-515.0003  | MAINT. & REPAIR- MCCRARY PARK | (400,000)                           |
| 10-615-512.0004  | OTHER PROGRAMS                | (240,000)                           |
| 10-623-502.0000  | SALARIES & WAGES              | (150,000)                           |
| 10-623-507-0005  | RETIREMENT                    | (25,000)                            |
| 10-623-516.0009  | MAINT. & REPAIR- GROUNDS      | (80,000)                            |
| 10-623-545.0000  | CONTRACTED SERVICES           | (50,000)                            |
| 10-625-502.0000  | SALARIES & WAGES              | 5,000                               |
| 10-625-509.0001  | INSURANCE                     | 17,000                              |
| 10-625,574.0000  | CAPITAL OUTLAY                | 11,000                              |
| 10-630-515.0001  | MAINT. & REPAIR               | (190,000)                           |
| 10-640-515.0007  | MAINT. & REPAIR – ZCSP        | (44,000)                            |
| 10-640-515.0008  | MAINT. & REPAIR – ACME BLDG   | (50,000)                            |
| 10-650-515.0000  | MAINT. & REPAIR – BLDG        | 6,000                               |
|                  | TOTAL EXPENDITURES            | (2,506,000)                         |

Adopted this 5<sup>th</sup> day of June 2025

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

ATTEST:

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

**(i) Approval of an Ordinance Amending the Water and Sewer Fund  
to Adjust Fiscal Year-End Allocations**

**20 ORD 6-25**

**ORDINANCE TO AMEND  
THE WATER & SEWER FUND  
FY 2024-2025**

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

WHEREAS the City Council of the City of Asheboro wants to 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 decreased:

| <u>Account #</u> | <u>Description</u>  | <u>Increase /<br/>(Decrease)</u> |
|------------------|---------------------|----------------------------------|
| 30-000-350.0000  | GRANTS              | (1,617,274)                      |
| 30-000-360.0015  | DWSRF LOAN PROCEEDS | (2,700,000)                      |
|                  |                     | <u>(4,317,274)</u>               |

That the following Expense line item be increased / (decreased):

| <u>Account #</u> | <u>Description</u>   | <u>Increase /<br/>(Decrease)</u> |
|------------------|----------------------|----------------------------------|
| 30-870-545.0000  | CONTRACTED SERVICES  | (150,000)                        |
| 30-810-574.0000  | CAPITAL OUTLAY       | 25,000                           |
| 30-840-534.0000  | SUPPLIES & MATERIALS | 250,000                          |
| 30-830-545.0000  | CONTRACTED SERVICES  | (150,000)                        |
| 30-830-545.0002  | CONTRACTED SERVICES  | (100,000)                        |
| 30-850-546.0002  | CONTRACTED MAINT.    | (192,274)                        |
| 30-870-545.0000  | CONTRACTED SERVICES  | (4,000,000)                      |
|                  |                      | <u>(4,317,274)</u>               |

Adopted this 5<sup>th</sup> day of June 2025

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

ATTEST:

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

- (j) **Approval of a Resolution Updating Certain Fee Schedules to Reflect Changes that will Occur on or After July 1, 2025**

**RESOLUTION NUMBER** 18 RES 6-25

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

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

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

**WHEREAS**, Section 150.25(D)(2) of the Code of Asheboro addresses the issue of permit fee amounts charged in connection with building inspections by providing as follows:

**§ 150.25 PERMITS**

*(D) Permit fees.*

- (2) *The City Council may, by resolution from time to time, prepare schedules of fees for permits issued pursuant to this chapter and for which a fee is not provided or prohibited by state law. Copies of such schedules shall be posted for public information in the office of the Building Inspector; and*

**WHEREAS**, the City of Asheboro Zoning Ordinance addresses the issue of fee amounts by providing in Section 2.03(A)(2)(c)(i), with regard to the fee schedule, that “fees for filing applications shall be set by resolution of the City Council and kept in the Planning and Zoning Department Office;” and

**WHEREAS**, proposed amendments to the Building Inspections Fee Schedule, with an effective date of July 1, 2025, have been attached to this Resolution as EXHIBIT 1, which is hereby incorporated into this Resolution by reference as if copied fully herein; and

**WHEREAS**, the proposed amendment to the Planning and Zoning Fee Schedule, with an effective date of July 1, 2025, has been attached to this Resolution as EXHIBIT 2, which is hereby incorporated into this Resolution by reference as if copied fully herein; and

**WHEREAS**, the Asheboro City Council concurs with the recommendations found in the attached EXHIBIT 1 and EXHIBIT 2.

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

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

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

**Section 3.** The fee schedules attached to this Resolution as EXHIBIT 1 and EXHIBIT 2 shall be in full force and effect upon and after July 1, 2025, and shall supersede all earlier versions of the named fee schedules.

**The Asheboro City Council approved this Resolution in open session during a regular meeting held on June 5, 2025.**

/s/David H. Smith

David H. Smith, Mayor

ATTEST:

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

EXHIBIT 1



Permit Fees for Fiscal Year 25-26

Effective July 1, 2025

A Zoning Permit may be required before building permits can be issued. Drawings for projects need to be submitted at least two weeks prior to issuance of building permits. All subcontractors should obtain their own permits. Fees are based on the general construction portion only. Project costs should be rounded up to the nearest thousand.

Minimum permit fee for all permit types is \$50 unless otherwise provided. An additional fee will be assessed for all permit types when work is started prior to a required permit; that fee is double the applicable permit fee or ~~\$200~~ **\$500**, whichever is less. A \$50 re-inspection fee may be assessed for a second and any subsequent failed inspection.

Permit fees are broken down into 2 categories: Residential and Commercial. Residential includes single and two-family construction: single-family homes, duplexes and townhomes fall into this category. Commercial includes all other projects not considered Residential.

| Building Permits: | Residential                       | Commercial                               |
|-------------------|-----------------------------------|------------------------------------------|
|                   | <i>New Construction:</i>          | <i>New Construction and Renovations:</i> |
|                   | \$100 + \$0.35 per sq. ft.        | \$10 per \$1,000 up to \$150,000         |
|                   |                                   | \$5 per \$1,000 thereafter               |
|                   | <i>Renovations and additions:</i> |                                          |
|                   | \$50 + \$0.20 per sq. ft.         | Minimum Fee: \$100                       |
|                   |                                   |                                          |
|                   | Minimum Fee: \$50                 |                                          |

**Note: When fees are based on construction cost, any information provided may be reviewed against the most current International Code Council’s “Building Valuation Data” (BVD). In the event of a disparity, the BVD may be used as a basis for project cost.**

|                                          |                         |
|------------------------------------------|-------------------------|
| Demolition - Residential                 | \$75 per building       |
| Demolition - Commercial                  | \$150 per building      |
| Insulation – Residential                 | \$50                    |
| Insulation – Commercial                  | \$100                   |
| Manufactured Home                        | \$100                   |
| Minimum Sign Permit                      | \$50                    |
| Modular Home                             | \$500 (does not include |
| trades) Relocate Single-Family Residence | \$500                   |
| Swimming Pool, including Fence           | \$125                   |

|                                      |                               |
|--------------------------------------|-------------------------------|
| <b>Plumbing Permits:</b>             | \$5 per fixture, \$50 minimum |
| Water/Sewer Line: House              | \$50                          |
| Water/Sewer Line: Commercial/Large   | \$100                         |
| Residential Irrigation Sprinkler     | \$50                          |
| Non-Residential Irrigation Sprinkler | \$100                         |

**Heating and Air Conditioning Permits:**

| Residential                         |      | Commercial                         |       |
|-------------------------------------|------|------------------------------------|-------|
| Gas Line                            | \$50 | Gas Line                           | \$100 |
| Furnace / Gas Pack.                 | \$75 | Furnace / Gas Pack & AC (≤ 5 tons) | \$100 |
| Heat Pump:                          | \$75 | Each Additional Ton over 5         | \$10  |
| Mini-Split                          | \$50 | Refrigeration Units (< 3 tons)     | \$75  |
| Oil Furnace                         | \$75 | Each Additional Unit over 3        | \$10  |
| Unit Change Out (no duct work)      | \$50 | Commercial Grease Hood             | \$100 |
| Manufactured Home Heating / AC Unit | \$75 | Unit Change Out (no duct work)     | \$100 |
| Gas Appliances Up to 3              | \$50 | Gas Appliances Up to 3             | \$100 |
| Each Additional Gas Appliance       | \$10 | Each Additional Gas Appliance      | \$10  |
| Minimum Mechanical Fee              | \$50 | Boiler Permit                      | \$100 |
|                                     |      | Minimum Mechanical Fee             | \$50  |

**Electrical Permits:**

|                                            |                               |
|--------------------------------------------|-------------------------------|
| Temporary / Saw Service <u>Residential</u> | \$50                          |
| <u>Temporary / Saw Service Commercial</u>  | <u>\$100</u>                  |
| New Single-Family                          | \$100                         |
| Residential/Modular Residential            | \$50                          |
| Repair                                     | \$100 first 5,000 s.f.,       |
| New Commercial Construction /              | \$5 per 1,000 s.f. thereafter |
| Repair                                     | \$50                          |
|                                            | \$50                          |
| Service Change                             | \$75                          |
| Generator Installation                     |                               |
| Manufactured Home Service                  |                               |

Apartments                \$50 each

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intentionally left blank.]

EXHIBIT 2

Asheboro Planning & Zoning Department Fee Schedule

Proposed for FY-25-26 (effective date of July1, 2025)

| Board Action                    |                     |
|---------------------------------|---------------------|
| Rezoning – General District     |                     |
| Less than 2 Acres               | \$350               |
| 2 to 10 Acres                   | \$500               |
| Over 10 Acres                   | \$800 + \$15/acre   |
| Rezoning – Conditional District |                     |
| Less than 2 Acres               | \$600               |
| 2 to 10 Acres                   | \$800               |
| Over 10 Acres                   | \$1,000 + \$15/acre |
| Special Use Permit              |                     |
| Less than 2 Acres               | \$350               |
| 2 to 10 Acres                   | \$500               |
| Over 10 Acres                   | \$750 + \$15/acre   |
| Other                           |                     |
| Zoning Ordinance Text Amendment | \$350               |
| Board of Adjustment             |                     |
| Appeal                          | \$0                 |
| Reasonable Accommodation        | \$0                 |
| Interpretation                  | \$350               |
| Variance                        | \$350               |

| Zoning Compliance Permit<br>(Includes Site Plan Review and Certificate of Zoning Compliance) |                            |
|----------------------------------------------------------------------------------------------|----------------------------|
| Construction                                                                                 |                            |
| Single Family Residential                                                                    | \$30                       |
| Single Family Residential Accessory                                                          | \$25                       |
| Two Family Residential                                                                       | \$125                      |
| Two Family Residential Accessory                                                             | \$50                       |
| Multi-Family Residential                                                                     | \$500 +\$15/acre disturbed |
| Multi-Family Residential Accessory                                                           | \$100                      |
| Non-Residential                                                                              | \$500 +\$15/acre disturbed |
| Non-Residential Accessory                                                                    | \$100                      |
| Land Disturbance Permit                                                                      | \$150                      |
| Use                                                                                          |                            |
| Change of Occupancy                                                                          | <del>\$50</del> 100        |
| Change of Use                                                                                | \$150                      |
| Sign                                                                                         |                            |
| Permanent Sign                                                                               | \$35/sign type             |
| Temporary Sign                                                                               | \$25/30 days               |
| Other                                                                                        |                            |
| Seasonal/Produce Sales & Limited Duration Events                                             | \$100                      |

| Environmental Permit                    |       |
|-----------------------------------------|-------|
| Watershed Protection & Occupancy Permit | \$100 |
| Floodplain Development Permit           | \$150 |

| Zoning Verification |       |
|---------------------|-------|
| Residential         | \$50  |
| Non-Residential     | \$100 |
| DMV                 | \$25  |

| Subdivision              |                  |
|--------------------------|------------------|
| Minor Plat               | \$100            |
| Sketch Plat - Major      | \$200            |
| Preliminary Plat - Major | \$200 + \$30/lot |
| Final Plat – Major       | \$200            |

**(k) Approval of an Ordinance Amending the Code of Asheboro to Reflect Certain Rate/Fee Changes that will Occur on or After July 1, 2025**

This item was removed from the consent agenda.

**(l) Approval of an Interlocal Agreement with Randolph County for Law Enforcement Dispatch Services During the 2025-2026 Fiscal Year**

STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH

INTERLOCAL AGREEMENT FOR  
LAW ENFORCEMENT DISPATCH SERVICES

This Interlocal Agreement (this “**Agreement**”) is made and entered into as of the date of the last signature affixed hereto, by and between the City of Asheboro (“**CITY**”) and Randolph County (“**COUNTY**”). (CITY and COUNTY are hereinafter collectively referred to as the “**Parties.**”)

WITNESSETH:

THAT WHEREAS, CITY desires to enter into a contract with COUNTY for it to provide law enforcement dispatch services for the CITY’s police department.

WHEREAS, COUNTY desires to provide CITY with law enforcement dispatch services on the terms and conditions provided herein.

NOW, THEREFORE, the Parties do agree and contract as follows:

ARTICLE 1. TERM OF AGREEMENT

1.1 Term of Agreement. The term of this Agreement is for one (1) year beginning on July 1, 2025 and terminating on June 30, 2026.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS AND SERVICES TO BE PROVIDED BY RANDOLPH COUNTY

2.1 Independent Contractor Status. At all times when COUNTY and its personnel are rendering services pursuant to this Agreement they shall have the status of independent contractors with respect to CITY. The personnel provided for herein shall at all times be employees of COUNTY and not be employees of CITY. COUNTY shall be sole responsible for the supervision, control, and discipline of its personnel and for the direction of their work activities and assignments. COUNTY shall be sole responsible for the

compensation of the personnel including all employee benefits. COUNTY shall be solely responsible for any injury to its personnel and their property.

2.2 Training, Equipping, Supervising, Credentialing. COUNTY is responsible for training, equipping, supervising, and credentialing the personnel provided for herein in a manner that complies with all applicable laws and rules and ensures that they are able to perform services under this Agreement.

2.3 Services to be Provided by COUNTY. COUNTY shall provide law enforcement dispatch services for CITY as provided in Attachment A, Scope of Services, attached to this Agreement and fully incorporated herein by reference.

### ARTICLE 3. OBLIGATIONS OF CITY

3.1 Compensation. CITY shall pay COUNTY wages and associated benefits for four (4) full-time telecommunicator positions as provided in paragraph (a) below.

(a) CITY shall remit to COUNTY monthly the sum of Twenty-Four Thousand Eight Hundred Seventy-Eight and 50/100 Dollars (\$24,878.50) for services rendered pursuant to this Agreement.

(b) In no event shall the amount remitted by the CITY under this Agreement be more than Two Hundred Ninety-Eight Thousand Five Hundred Forty-Two and no/100 Dollars (\$298,542.00).

### ARTICLE 4. GENERAL PROVISIONS

4.1 Time of Essence. Time is of the essence in performing all obligations under this Agreement.

4.2 Compliance with Laws: COUNTY shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its activities, including those of federal, state, and local agencies having jurisdiction or authority.

4.3 Subcontracting. COUNTY shall not subcontract the performance of its obligations.

4.4 Termination. Either Party may terminate this Agreement at any time by giving one hundred twenty (120) days' notice in writing to the other Party. Upon such termination, CITY shall pay COUNTY for unpaid services completed.

4.5 Assignment. COUNTY shall not assign this Agreement or any interest herein.

4.6 Amendments: This Agreement shall not be amended orally or by performance, but only by written amendments executed by the COUNTY and CITY.

4.7 Entire Agreement: This Agreement, including any exhibits hereto, is the entire agreement between the Parties and supersedes all prior oral or written communications and agreements.

4.8 Survival Clause. The following shall survive the termination or expiration of this Agreement: (a) all obligations and liabilities that accrue under this Agreement before the termination or expiration of this Agreement, (b) all obligations under this Agreement to provide reports, documentation, or information to the other Party or to third parties, (c) all indemnity obligations imposed by this Agreement, (d) all provisions of this Agreement that impose an obligation after termination or expiration of this Agreement, and (e) all obligations under this Agreement which by their nature or context are intended to be performed after the termination or expiration of this Agreement.

4.9 Iran Divestment. Pursuant to N.C. Gen. Stat. §147-86.59, the Parties each certify that it is not identified on a list created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. §147-86.58 as a person engaging in investment activities in Iran. Contractor further certifies that in the performance of this Contract it shall not use any contractor or subcontractor that is identified on such a list.

4.10 E-Verify. Each party to this Agreement hereby attests that it currently complies with and shall continue to comply with, for the duration of this Agreement, Article 2 of Chapter 64 of the North Carolina General Statutes (commonly referred to as “E-Verify”) and further attests that it ensures and continues to ensure that any subcontractors utilized by said party also comply with said Article.

IN WITNESS WHEREOF, CITY and COUNTY have each executed this Agreement in duplicate originals.

(SEAL)

Attest:

\_\_\_\_\_  
Dana Crisco, Clerk to the Board

COUNTY OF RANDOLPH

By: \_\_\_\_\_  
Darrell L. Frye, Chairman  
Randolph County Board of  
Commissioners

I, \_\_\_\_\_, a Notary Public of the County of Randolph, State of North Carolina, do hereby certify that Dana Crisco, who is personally known to me, appeared before me this day and acknowledged that she is the Clerk to the Board for the County of Randolph and that, by authority duly given and as the act of the County of Randolph, the foregoing instrument was voluntarily executed on behalf of the County by Darrell L. Frye, the Chairman of its Board of Commissioners, sealed with the County’s corporate seal, and attested by her as Clerk to the Board for the purposes stated therein.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_.

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

(SEAL)

Attest:

\_\_\_\_\_

William Massie, Finance Officer  
Randolph County

CITY OF ASHEBORO

By: \_\_\_\_\_  
David H. Smith, Mayor  
City of Asheboro

**Holly H. Doerr, City Clerk**

I, \_\_\_\_\_, a Notary Public of the County of Randolph, State of North Carolina, do hereby certify that Holly H. Doerr, who is personally known to me, appeared before me this day and acknowledged that she is the City Clerk for the City of Asheboro and that, by authority duly given and as the act of the City of Asheboro, the foregoing instrument was voluntarily executed on behalf of the City by David H. Smith, the Mayor, sealed with the City's seal, and attested by her as Clerk for the purposes stated therein.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_.

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

\_\_\_\_\_  
Deborah P. Reaves, Finance Officer  
City of Asheboro

**ATTACHMENT A  
SCOPE OF SERVICES**

1. Answer incoming non-emergency seven-digit telephone line calls for the cities and towns – assisting callers with related questions or issues.
2. Provide safety checks for the officers via radio while on calls, traffic stops, follow-up investigations, etc...
3. Provide cross-communication functions with other public-safety agencies and coordinate appropriate actions to assist the field officers.
4. Contact the Magistrate or other (outside) public-safety officers to assist with related calls or needs within the CITY.
5. Arrange locations for officers to meet other outside officers regarding warrant, suspect, or detainee transactions.
6. Provide cross-communication and coordination with outside agencies and provide constant radio contact with all agencies involved during a vehicle or foot pursuit as it enters or exits the CITY limits.
7. Call utility services, business/property owners, alarm companies, etc... as needed and/or requested by field officers.
8. Call wrecker services and maintain wrecker rotation log for the CITY-approved wrecker services.
9. Radio log all movements and actions of all officers to include traffic stops, business/property checks, meal breaks, funeral processions, school traffic, suspicious person or vehicle checks (officer initiated), etc...
10. Provide requested services for any officer initiated actions not involving a call entry.
11. Division of Criminal Information services provided 24/7:
  - Local, state, national and international wanted checks, to include (NCAWARE, NCIC & III)
    - Communicating with other agencies to arrange pick-up, delivery, or to serve an individual who is wanted and to arrange extradition
  - Provide entries for:

- Missing/wanted persons
    - Endangered or runaway
  - Stolen vehicles, securities, articles or items
  - Sending attempt to locate messages to other public-safety agencies around the state or nation.
  - Provide clears for:
    - Missing/wanted persons
    - Stolen vehicles, securities, articles, or items
    - Conducting hit confirmations and locate services
  - Entering and/or clearing Silver, Blue and Amber Alerts.
  - Inquiries for valid / invalid concealed carry notifications.
  - Inquiries for driver history / vehicle owner history & identification
  - Inquiries for guns and other registered weapons
  - Accurately maintain the dispatch DCI audit of records for all transactions under the appropriate DCI terminal.
  - Provide officer with appropriate print-outs of driving histories, vehicles histories, criminal histories and the like.
12. Allow citizens to use the 9-1-1 system to report and for a Telecommunicator to provide answering services for animal control, water/sewer, street department, or traffic signal malfunctions (owned by the CITY), or other CITY-specific services after-hours, on weekends and holidays.
13. Contact on-call detectives, alert team, fleet maintenance, and traffic officers after-hours.
14. Maintain audio recordings of all radio traffic on the two primary radio channels for court and public documentation purposes.
15. Provide one additional Telecommunicator during driver check-points.

**(m)                      Approval of a Resolution Concurring with Revisions,  
Effective July 1, 2025, to the City of Asheboro Employee  
Policies and Procedures Manual**

**RESOLUTION NUMBER      19 RES 6-25**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**RESOLUTION EXPRESSING CONCURRENCE WITH REVISIONS TO THE CITY  
OF ASHEBORO EMPLOYEE POLICIES AND PROCEDURES MANUAL**

**WHEREAS**, the City of Asheboro Employee Policies and Procedures Manual (formerly known as the City of Asheboro Personnel Policies and Procedures Manual and sometimes referenced in this Resolution as the “Manual”) was originally promulgated by the city manager and approved by resolution of the Asheboro City Council on March 4, 2004; and

**WHEREAS**, in consultation with the human resources director, the city manager periodically updates the Manual to eliminate areas of ambiguity and implement best practices in the field of municipal administration; and

**WHEREAS**, the city manager’s most recent revisions to the Manual are specified in the exhibits attached to this Resolution as EXHIBITS 1, 2, and 3, which are hereby incorporated into this instrument by reference as if copied fully herein; and

**WHEREAS**, the Asheboro City Council has concluded that the city manager’s revisions of the Manual, as stated in the attached exhibits, are supportive of the governing board’s goal to create a positive work environment for municipal employees and thereby facilitate excellence in the provision of municipal services.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro that the city council hereby concurs with the entirety of the text amendments found in EXHIBIT 1, EXHIBIT 2, and EXHIBIT 3 and, effective July 1, 2025, authorizes the

updating of the City of Asheboro Employee Policies and Procedures Manual to reflect the text amendments found in the attached exhibits; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Asheboro that all articles, sections, and provisions contained within the Manual that are not clearly and unmistakably addressed by the text in the attached exhibits are unaffected by this Resolution and remain, without alteration, in full force and effect.

**This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on June 5, 2025.**

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

**ATTEST:**

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

### **EXHIBIT 1**

## **ARTICLE II. RECRUITMENT AND EMPLOYMENT**

### **SECTION 6. POLICE OFFICER TRAINEE PROGRAM**

The Asheboro Police Department has implemented a trainee program ~~focused on recruiting future officers who reflect the diversity of the population served by the department, specifically including the cultural and socio-economic composition of the City. The recruitment program~~ that enables the police department to pay qualified individuals to attend a properly credentialed basic law enforcement training (“BLET”) program with the intent of providing an avenue for someone to pursue a career in law enforcement with the City of Asheboro. Due to the complex and evolving nature of the issues encountered when recruiting and retaining individuals who are working to become sworn law enforcement officers by means of a paid training period that is unique within the city’s human resources system, the human resources director and the police chief are hereby authorized to jointly monitor the training program and implement changes, including exempting program participants on an as-needed basis from the coverage of the articles, sections, or provisions of this policies and procedures manual during the BLET period. The requirements/expectations, benefits, and provisions of the employee policies and procedures manual applicable to an individual will be specified in documentation provided to training program participants by the human resources department and the police department.

### **SECTION 7. FIRE RECRUIT PROGRAM**

The Asheboro Fire Department has implemented a recruit program ~~focused on recruiting future firefighters who reflect the diversity of the population served by the department, specifically including the cultural and socio-economic composition of the City. The recruitment program~~ that enables the fire department to pay qualified individuals to attend a properly credentialed fire recruit training program with the intent of providing an avenue for someone to pursue a career in firefighting with the City of Asheboro. Due to the complex and evolving nature of the issues encountered when recruiting and retaining individuals who are working to become firefighters by means of a paid training period that is unique within the city’s human resources system, the human resources director and the fire chief are hereby authorized to jointly monitor the training program and to implement changes, including exempting program participants on an as-needed basis from the coverage of the articles, sections, or provisions of this policies and procedures manual during the fire recruit training period. The requirements/expectations, benefits, and provisions of the employee policies and procedures manual applicable to an individual will be specified in documentation

provided to training program participants by the human resources department and the fire department.

## **EXHIBIT 2**

### **ARTICLE IV. LEAVES OF ABSENCE**

#### **PART B. TYPES OF LEAVE**

##### **Section 9. Adverse Weather and Emergency Closings/Operations**

- (A) The purpose of this section is to establish guidelines for accounting for time and releasing employees from work:
- (1) When adverse weather or some other condition of a serious nature prohibits some employees from reporting to work but does not necessitate the closing of city offices/facilities; and
  - (2) When emergency conditions necessitate the implementation of emergency operations and/or the closing of city offices/facilities.
- (B) For the purpose of implementing this section, the phrases listed below shall be defined as follows:
- (1) The term “*adverse weather or other conditions of a serious nature*” means physically severe weather or other conditions of a serious nature that prohibit some employees from reporting to work but do not necessitate the closing of city offices/facilities;
  - (2) The term “*emergency closing conditions*” means conditions that are hazardous to life and safety and that warrant the closing of one or more city offices/facilities. Conditions that may be hazardous to life or safety and that warrant closing city offices/facilities include the following: life threatening weather (e.g. snow, ice, hurricane conditions, tornado, flood, or other natural disaster), fire, equipment failure, disruption of power and/or water service, contamination by hazardous agents, criminal or terrorist acts, or forced evacuations from the work site. When hazardous conditions are present and city offices/facilities are closed, each notice of such a closure shall state the duration of the office/facility closure triggered by the emergency closing conditions described in the notice; and
  - (3) The term “*emergency employee*” means an employee who is required to work during an emergency because his or her position has been designated by the city as mandatory/essential to city operations during an emergency.
- (C) City offices/facilities shall be open during normally scheduled operating hours unless and until a specific decision has been made by the city manager or his designee to close one or more city offices/facilities because of the existence of emergency closing conditions.
- (D) Regardless of the existence of adverse weather, other conditions of a serious nature, or emergency closing/operations conditions, some city operations must continue to provide services. Therefore, division/department heads, in consultation with the human resources director, shall predetermine and designate the mandatory/essential operations that will remain open when one or any combination of the hazardous conditions referenced above is present and shall also designate the emergency employees that will staff these operations. The city manager shall make the final decision as to which operations are designated as mandatory/essential and as to which job positions are designated as those of emergency employees.

- (E) Division/department heads, in consultation with the human resources director, shall develop written procedures for the implementation of this section. These procedures shall be consistent with this section and shall include, at a minimum, the following topics:
- (1) The methodology to be used to advise employees of the activation of emergency operations and/or office/facility closures;
  - (2) The designation and notification of employees deemed to be emergency employees;
  - (3) The methodology for notifying emergency employees of their schedules during emergency closing conditions;
  - (4) A clear and unequivocal explanation that general closing announcements for city offices/facilities do not apply to emergency employees unless specific instructions to the contrary are transmitted to the emergency employees in accordance with the communication procedures adopted by the division/department; and
  - (5) For each division/department, employees will be informed whether, and under what conditions, the operational needs of the division/department allow management the opportunity to arrange schedules so as to give employees who are not emergency employees the opportunity to make up time not worked rather than charging the time not worked to accrued leave or entering leave without pay status.
- (F) An emergency employee's failure to report to work can result in disciplinary action and/or requiring the hours missed to be charged to leave with or without pay, as appropriate.
- (G) This division addresses the issue of accounting for time during adverse weather or other conditions of a serious nature.
- (1) It is the responsibility of employees to make a good faith effort to come to work during times when adverse weather or other conditions of a serious nature exist.
  - (2) Employees who have not been designated as emergency employees and who anticipate problems in transportation should be permitted and encouraged to avail themselves of leave privileges when encountering difficulty in reporting for work or when leaving early.
  - (3) To cover absences from assigned work sites during adverse weather or other conditions of a serious nature, employees who have not been designated as emergency employees are permitted to elect to use, to the extent that a particular employee may have accrued one or more of the types of leave listed below, one of the following options:
    - (a) — To use accrued holiday leave time;
    - (b)(a) To use accrued compensatory time-off leave;
    - (c)(b) To use vacation leave;
    - (d)(c) Take leave without pay; or
    - (e)(d) If the option is available within the employee's division/department, make up the time in accordance with the written guidelines adopted by the employee's division/department. If a division/department has not adopted such guidelines, the option of making up time is not available to the employee.

- (4) Employees who are on prearranged holiday leave, vacation leave, or sick leave will charge leave to the preapproved category of leave regardless of the event involving adverse weather or any other condition of a serious nature.
- (H) When emergency closing conditions are not a city-wide event and the operational needs of the division/department permit this action, the city manager, in his or her sole discretion, may authorize division/department heads to temporarily reassign employees within their divisions/departments to alternate work sites for the duration of the emergency closing conditions.
- (I) When the emergency closing conditions are a city-wide event and the operational needs of the division/department will allow the opportunity for work to be productively conducted at home, the city manager, in his or her sole discretion, may authorize division/department heads to approve the conduct of compensable city work from home by designated employees for a limited duration of time that is not permitted to exceed the duration of the emergency closing conditions.
- (J) This division addresses the issue of accounting for time during emergency closing conditions when employees are not assigned to alternate work sites or allowed to work from home.
  - (1) In the absence of either a designation as an emergency employee or an assignment to work from an alternate site/home, the employee will not be required to charge the time away from work to any of the employee's accrued leave balances.
  - (2) An emergency employee required to work during the time period specified in the notice of the closure of city offices/facilities shall be granted compensatory time-off for the employee's work during the emergency closing conditions (for the purpose of payroll administration, this work shall be deemed to be a special duty assignment); provided, however, the accrual of compensatory time-off pursuant to this section shall be calculated on an hour-for-hour basis, not 1.5 hours for every hour worked, for all hours actually worked during the time period specified in the closure notice authorized by the city manager. This accrued compensatory time is to be used before any vacation or sick leave is used.
  - (3) If additional employees who were not initially designated as emergency employees are needed for situations such as clean-up and recovery operations during the effective date(s) and time(s) of an emergency closure notice, the city manager may elect to compensate such employees in the same manner as employees who were designated emergency employees in advance of the emergency closing conditions.
  - (4) Employees who are on prearranged holiday leave, vacation leave, or sick leave will charge leave to the preapproved category of leave regardless of the existence of emergency closing conditions.
- (K) Notwithstanding any other provision found herein, this section shall not be interpreted and/or implemented in a manner that creates any violation of or nonconformity with the applicable federal and state wage and hour laws, specifically including without limitation the Fair Labor Standards Act (FLSA). By way of illustration and not limitation, nothing in this section shall be construed in a manner that prevents a non-exempt employee from receiving compensatory time-off at the rate of 1.5 hours for every hour worked over 40 hours in a 7-day workweek. Similarly, no deductions shall be made from an exempt employee's pay that would call into question the employee's status as an exempt employee.
- (L) Notwithstanding any other provision found herein, during States of Emergency or other emergency situations where employees are required to work long and continuous hours as required over multiple days, the city manager may approve

compensation at a rate up to double time for those hours worked and/or grant time off with pay for rest and recuperation to ensure safe working conditions. This provision applies to exempt and nonexempt employees including the city manager.

#### **Section 11.**                    **Parental Leave**

Full-time regular employees will be granted up to four weeks of paid leave per calendar year for the birth of their child, adoption of a child, the foster placement of a child, or another legal placement of a child. This leave shall run concurrently with FMLA, and all FMLA provisions continue to apply.

To receive this leave, employees must agree, in writing, to continue employment with the city for no less than six months post-FMLA. An employee must also assert, in writing, their understanding that if an employee separates from employment with the city before the completion of the 6-month post-FMLA period, they will be required to repay a pro-rated amount of their four weeks of paid parental leave. Exceptions to repayment may be granted by the human resources director if an employee separates from employment due to a medical reason arising from pregnancy or another extreme extenuating circumstance.

Employees, whenever possible, should request to use this leave at least ten weeks in advance of its intended use. Supervisors shall require appropriate documentation.

Paid parental leave under this section may be used only once for a qualifying event within a 12-month period. The fact that a multiple birth, adoption, or other legal placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of paid parental leave granted for that event. Unused paid parental leave is forfeited twelve months from the date of the qualifying event. Paid parental leave shall not accrue or be donated to another employee.

This policy is based on the paid parental leave statutes of the State of North Carolina for State employees. The human resources director may, in his or her discretion, reference the language of the State in the city's interpretation of this section.

#### **Section 11 12.**                    **Leave without Pay**

Leave without pay (LWOP) should only be used for emergency situations. This option is not allowed for vacations. Management may deny taking time off without pay if it causes a hardship for the department. If an employee is ineligible to request leave on the basis of any other provision in the City of Asheboro Employee Policies and Procedures Manual, the employee, with the recommendation of his or her division/department head, may be granted a leave of absence without pay by the city manager. The decision as to whether to grant the requested leave shall be at the sole discretion of the city manager. Employees are responsible for the full cost of all insurance premiums and do not earn any sick, vacation, or holiday accrual credits on the date the authorized leave without pay begins.

### **EXHIBIT 3**

## **ARTICLE V. BENEFITS**

#### **SECTION 10.**                    **TUITION REIMBURSEMENT**

For training toward a degree from an accredited college or university, for skills that will benefit the city in an existing or planned position, the city will reimburse an employee's tuition, fees, and book costs. The amount of this reimbursement is limited to \$2,500.00 per semester and will be based on the net cost to the employee (i.e., less any scholarships and other reimbursements) during each individual school year and calculated on a semester basis. The school year will begin with the fall semester and end with the last summer session.

The employee must agree through written contract, to be finalized between July-March, to continue working for the city at the end of the employee's completion of the degree/program one full year for each school year or portion of a school year; however, should the employee leave the city before fulfilling the obligation to the city, the employee will be required to repay the city a pro-rated share of funds based upon the months remaining to fulfill the agreement.

In the event the employee is discharged, repayment still applies.

The employee will be reimbursed for the expenses as stated above upon review of the transcript. The employee shall be required to complete all classes with a minimum grade point average each semester of 2.5 or higher for non-graduate level courses and 3.0 or higher for graduate level courses. The employee shall provide the City of Asheboro with a copy of the official transcript issued by the college or university. In the event the employee does not attain a permissible grade point average (as referenced above) in a semester, withdraws from the class, or does not successfully complete a class, then future reimbursement will potentially be granted upon receipt of a transcript indicating those classes were successfully completed.

- (n) **Approval of a Resolution Delegating Authority to the City Manager to Sign and Take all Steps Necessary to Implement an Operational Maintenance Agreement with the Federal Aviation Administration Pertaining to Navigational Aids (AWOS) on the Premises of the Asheboro Regional Airport**

With the adoption of this item, the council approved the Advanced Systems Design Service, non-federal program Operation and Maintenance Manual, which includes an agreement for operation and maintenance of the automated weather observing system at the Asheboro Regional Airport with the FAA. The approval includes the delegation of authority for the city manager to sign and initial the required agreement.

- (o) **Acknowledgement of the Receipt of the Monthly Report Detailing Major Subdivisions Administratively Approved Since May 8, 2025**

There have been none approved.

- (p) **Approval of the Temporary Closure of Portions of North McCrary Street and Southway Road for the Fireworks Display (Fireworks Extravaganza at McCrary Park) on July 2, 2025**

The council approved a special event closure order, including a temporary street closure for the Fireworks Extravaganza at McCrary Park on July 2, 2025. The temporary closure order will take effect at 2200 hours on July 2, 2025 and will end at 2300 hours on July 2, 2025.

- (q) **Approval of the Community Development Division's request to schedule for the city council meeting on July 10, 2025, and to advertise, a legislative hearing on an application (RZ-25-12) to amend an existing R15 (CZ) Low-Density Single-Family Residential Conditional Zoning District to allow a residential planned unit development on properties (approximately 233.53 acres in size) located at the intersection of Old Cox Road and Old Humble Mill Road and on the west side of Old Cox Road (Randolph County Parcel Identification Numbers 7679024396, 7669905560, and 7679008885).**
- (r) **Approval of a Resolution Honoring Captain Robert King Upon His Retirement from the Asheboro Fire and Rescue Department**

RESOLUTION NUMBER 20 RES 6-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION HONORING FIRE SENIOR CAPTAIN ROBERT BRYAN KING  
UPON HIS RETIREMENT FROM THE ASHEBORO FIRE AND RESCUE  
DEPARTMENT**

**WHEREAS**, Robert Bryan King, who was initially hired on August 1, 1996, has provided honorable, skilled, and dedicated service to the City of Asheboro and its citizens since the date of his employment with the Asheboro Fire and Rescue Department; and

**WHEREAS**, Captain King will begin his retirement from employment with the city on July 1, 2025; and

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

**WHEREAS**, due to extended use of his Class A uniform, badges, name plates, “serving since” attachment to the name plates, and sets of rank insignia collar pins that cannot be placed in the market place without posing a risk of allowing an unauthorized individual to pose as a fire department official and thereby create a risk to public safety, the city council has concluded, consistent with Section 160A-266(d) of the North Carolina General Statutes, that the city’s use of the listed items will end when Captain King begins his retirement on July 1, 2025.

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

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

**BE IT FURTHER RESOLVED** by the City Council of the City of Asheboro that, in furtherance of this recognition of a valued public servant, the city staff is hereby directed to convey to Captain King, on or after July 1, 2025, his Asheboro Fire Department helmet and shield for a purchase price of one dollar (\$1.00); and

**BE IT FURTHER RESOLVED** by the City Council of the City of Asheboro that city staff is hereby directed to convey to Captain King, on or after July 1, 2025, and without charge, his Class A uniform, badges (a quantity of two), name plates (a quantity of two), the “serving since” attachment to the name plates, and rank insignia collar pin sets (a quantity of two).

**This Resolution was adopted by the Asheboro City Council in open session during a regular meeting on June 5, 2025.**

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

**ATTEST:**

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

(s) **Approval of an Ordinance Converting Three Signalized Intersections to All-Way Stop Intersections**

This item was removed.

**9. Public Hearing: An application (Case No. RZ-25-11) to rezone property located at 619 Albemarle Road (Randolph County Parcel Identification Number 7750575394) from R7.5 Medium-Density Residential/B2 General Commercial to B2 General Commercial on the entire parcel.**

Mayor Smith opened the legislative hearing that pertains to a zoning map amendment application filed as Case No. RZ-25-11. Mr. Evans was the first speaker. In addition to entering into the records the notation that notice of this land use case had been advertised, posted, and mailed as required by North Carolina law, he gave an overview of the zoning map amendment application submitted by Thomas Cochran of Bible Baptist Church of Asheboro, Inc.

The land for which the above-described zoning has been requested is located at 619 Albemarle Road. The property is approximately 0.68 of 0.92 of an acre of land in size and is more specifically identified by Randolph County Parcel Identification Number 7750575394 (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. B2 General Commercial District Statement of Intent: The B2 General Commercial District is intended to serve the convenience goods, shoppers’ goods retail and service needs of the motoring public, both local and transient. This district should always be located with access directly to minor thoroughfares or higher classification streets, but never local residential streets.
2. Tier 3: Center City Planning Area overlay zoning designation is unaffected by this request. Tier 3 regulates density based on the amount of built-upon area (55% maximum) and with a maximum building height of 35’ instead of through Floor Area Ratios.
3. Tax Department records indicate the existing structure was built in 1953.
4. A portion of the parcel is already zoned B2.
5. This is a general district request with no specific use or site plan required; however, B2 and Tier 3 standards will have to be met for any future development.

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:** Town Activity Center

**Growth Strategy Map:** Primary Growth

**Small Area Map:** Central

**LDP Goals/Policies that Support the Request:**

**Checklist Item 1:** The rezoning is compliant with the Proposed Land Use Map.

- Checklist Item 3:** The property on which the rezoning district is proposed fits the description of the Zoning Ordinance.
- Checklist Item 5:** The proposed rezoning is compliant with objectives of the Growth Strategy Map.
- Checklist Items 12-14:** 12.) Property is located outside of watershed.  
13.) The property is located outside Special Hazard Flood Area. 14.) Rezoning is not located on steep slopes of greater than 20%.

There are no goals/policies that do not support the request.

The City of Asheboro Planning Board considered the zoning map amendment application and recommended approving the placement of the Zoning Lot into the requested B2 General Commercial 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 Land Development Plan map designates this entire property as part of the Town Activity Center, which intends to create a mixture of commercial, office and institutional, entertainment, open space, and residential uses & housing types. The Central Small Area plan further states that one of its goals is to accommodate existing, and some future, commercial development along minor thoroughfares.

The zoning map amendment is reasonable given the property is surrounded by a mixture of commercial, institutional, and even industrial uses, the flexibility provided to the property owner for future investment and expansion, a portion of the property is already zoned B2, the request would place the property owner under one zoning district, and the non-residential history of the property.

Mayor Smith opened the floor for comments from the public, and none were offered. Mayor Smith transitioned to the deliberative phase of the process.

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

1. The Land Development Plan map designates this entire property as part of the Town Activity Center, which intends to create a mixture of commercial, office and institutional, entertainment, open space, and residential uses & housing types. The Central Small Area plan further states that one of its goals is to accommodate existing, and some future, commercial development along minor thoroughfares.

The zoning map amendment is reasonable given the property is surrounded by a mixture of commercial, institutional, and even industrial uses, the flexibility provided to the property owner for future investment and expansion, a portion of the property is already zoned B2, the request would place the property owner under one zoning district, and the non-residential history of the property.

2. Consequently, the zoning map amendment application seeking to place the Zoning Lot into the requested B2 General Commercial zoning district is hereby approved.

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

**10. An Ordinance to Amend the Cultural and Recreation Services Policy Manual, Specifically Including the Adoption of Rules for the Dog Park at the Cone Health ZooCity Sportsplex**

Recreation Services Director Jonathan Sermon presented and recommended adoption, by reference, of an ordinance to amend the Cultural and Recreation Services Policy Manual. 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.

**ORDINANCE NUMBER 21 ORD 6-25**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**ORDINANCE AMENDING THE ASHEBORO CULTURAL AND RECREATION SERVICES SCHEDULE OF DEPOSITS, FEES, AND CHARGES AS WELL AS AMENDING REGULATIONS APPLICABLE TO THE CONE HEALTH ZOOCITY SPORTSPLEX**

**WHEREAS**, Section 98.01 (Adoption by Reference) of the Code of Asheboro provides that the City of Asheboro Cultural and Recreation Services Policy Manual (the “Manual”) has been adopted by the Asheboro City Council by reference and made a part of the Code of Asheboro; and

**WHEREAS**, the Asheboro Cultural and Recreation Services Schedule of Deposits, Fees, and Charges (the “Fee Schedule”) is used to determine the amount of money to be collected from individuals and organizations wishing to utilize cultural and recreation programming and services, including facility/equipment rentals, offered by the city; and

**WHEREAS**, with the approach of a new fiscal year, the recreation services director and the city manager have recommended updating the Fee Schedule; and

**WHEREAS**, the proposed amendments to the Fee Schedule are attached to this Ordinance as EXHIBIT 1 and are hereby incorporated into this instrument by reference as if copied fully herein; and

**WHEREAS**, Article XIX in the City of Asheboro Cultural and Recreation Services Policy Manual contains the rules and regulations applicable to the Cone Health ZooCity Sportsplex; and

**WHEREAS**, with the opening of the dog park at the Cone Health ZooCity Sportsplex, rules and regulations need to be adopted for the operation and maintenance of this new amenity at the sportsplex facility; and

**WHEREAS**, the recommended amendments to Article XIX of the Manual are attached to this Ordinance as EXHIBIT 2 and are hereby incorporated into this instrument by reference as if copied fully herein; and

**WHEREAS**, the Asheboro City Council concurs with the recommendations made by the city’s professional staff and has concluded that it is advisable to move forward by implementing the recommendations.

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

**Section 1.** The Fee Schedule is hereby rewritten to provide as specified in EXHIBIT 1.

**Section 2.** Article XIX of the Manual is hereby rewritten to provide as specified in EXHIBIT 2.

**Section 3.** The provisions of the Fee Schedule that are not expressly modified by the contents of EXHIBIT 1 shall continue in full force and effect without alteration.

**Section 4.** All articles, sections, and provisions of the Manual that are not expressly modified by the contents of EXHIBIT 2 shall continue in full force and effect without alteration.

**Section 5.** All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

**Section 6.** The amendments and enactments found in the attached exhibits shall be in full force and effect upon and after July 1, 2025.

**The Asheboro City Council approved this Ordinance in open session during a regular meeting on June 5, 2025.**

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

**ATTEST:**

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

[The approved EXHIBIT 1 is on file in the city clerk's office and at the cultural and recreation services offices.

## **EXHIBIT 2**

### **ARTICLE XIX.**

### **CONE HEALTH ZOOCITY SPORTSPLEX**

#### **SECTION 19.1 OPERATION AND CONTROL**

The Cone Health ZooCity Sportsplex (hereinafter interchangeably referred to as the "Sportsplex" or the "Facility") is Asheboro's premiere athletic complex capable of hosting numerous athletic and community events each year. The Sportsplex offers a place for the City of Asheboro's Cultural and Recreation Services athletic programs, community recreational sports leagues, Challenge sports programs, both individual game and tournament rentals, as well as community events. With several multipurpose turf fields available, the Sportsplex is the perfect venue for football, lacrosse, pickleball, soccer, Ultimate Frisbee, volleyball, or any outdoor activity.

The Sportsplex will be administered by the City of Asheboro in a manner that will provide the citizens of Asheboro and Randolph County with an opportunity for a quality recreation experience. Within this Article, and unless specifically provided otherwise within a specific regulation, references to a renter or other third party obtaining proper authorization shall mean written approval has to be obtained from Asheboro Cultural and Recreation Services personnel in accordance with all applicable laws, ordinances, and regulations.

#### **SECTION 19.2 FACILITIES**

The Sportsplex facilities include:

- A. Eight (8) synthetic turf multiuse fields featuring permanent lighting.
  - (1) All eight (8) fields have been lined for soccer; however, the fields can be configured to accommodate various playing field dimensions.
  - (2) Two (2) fields are marked for football and have been installed with goal posts.
  - (3) Two (2) 180' x 360' fields are marked for lacrosse.
- B. Six (6) sand volleyball courts featuring permanent lighting.
- C. Four (4) pickleball courts.
- D. An inclusive playground.
- E. Six (6) picnic shelters.
- F. A 1.25-acre dog park.
- G. A National Fitness Campaign Fitness Court.
- H. 1.5 Miles of accessible walking trails.
- I. 1 Mile of mulched walking trails.
- J. Hot / Cold concessions facilities.
- K. Permanent restroom facilities.
- L. Paved parking for 600 +/- vehicles.

### **SECTION 19.3 HOURS OF OPERATION**

The Sportsplex property including all staffed and unstaffed areas are open daily to the public from 8:00 am to sunset, except when:

- A. The Recreation Services Director or designee may provide alternate hours of operation for the facility as appropriate. Changes in hours will be posted at the facility and/or on the city's website as appropriate.
- B. A Cultural and Recreation Services or partner program on Sportsplex property may operate during extended hours.
- C. A rental agreement issued by the Cultural & Recreation Services department may authorize alternate hours of operation or the extended use of the Sportsplex property.
- D. The Recreation Services Director may establish a temporary holiday schedule for the Sportsplex.
- E. Asheboro Cultural and Recreation Services personnel or authorized City public safety personnel may open or close the Sportsplex property in the event of an emergency, inclement weather, or appropriate official purpose. Such opening or closing will be posted in advance, when possible, for public notice.
- F. Except for City public safety personnel and other explicitly authorized City personnel, no person shall enter, or be present within the Sportsplex property, when closed as indicated by posted hours or when gates to the park are shut. Violation of the foregoing may be subject to civil or criminal penalties.

## SECTION 19.4 RULES AND REGULATIONS

- A. Only two (2) goals per field are allowed unless authorized by Sportsplex Management. Goals are not to be moved from one field to another.
- B. Do not drag goals. Either lift the goals, use the wheels, or use the transport equipment available.
- C. If goals are moved around the field during a reservation, the goals are to be returned to their original location following the reservation.
- D. Goals can only be used for their intended sport. For example, lacrosse goals cannot be used for soccer.
- E. Any equipment needed beyond goals, netting, goal posts, corner flags, and sideline benches must be provided by the teams and/or organizations leasing the facility. The use of additional equipment requires prior approval.
- F. Metal cleats are not allowed at the Sportsplex facility.
- G. Painting or marking of the fields in any manner by anyone other than Sportsplex personnel is prohibited.
- H. No vehicles are permitted on the athletic fields.
- I. Canopies are permitted, however all canopy locations for hosts, spectators, teams, and vendors must be approved. Sportsplex staff will work with Event Organizers to create a plan. Limited canopies will be allowed on the playing surface. Canopies must be secured with sandbags, concrete blocks, or water containers.
- J. Staking objects into any area of the Sportsplex facility, especially the athletic fields, is prohibited.
- K. No cleats or high heeled shoes are allowed within the playground area.
- L. No animals, with the exception of service animals, are permitted on the athletic fields.
- M. No tobacco or vaping products are allowed on the playing fields or bleacher areas.
- N. No food is allowed on the playing fields. This includes gum and sunflower seeds.
- O. Any type of glass material is prohibited in the park. This includes glass bottles, containers, etc.
- P. Open flame cooking is only permitted in the provided outdoor grills located at the various picnic shelters. Any other type of outdoor burning, cooking, or open flame is strictly prohibited.
- Q. No alcoholic beverages are permitted in the park without proper authorization, insurance, and licensing.

- R. User groups are responsible for picking up trash and debris from the field and bench areas after each usage. Collected trash shall be deposited in the designated locations.
- S. The charging of admission, sale of food, or sale of merchandise is not permitted without proper authorization from Asheboro Cultural and Recreation Services. This authorization must be obtained in advance.
- T. No Mobile Food Units (food trucks and trailers) are permitted in the park without proper authorization, insurance, and permitting.
- U. Amplified sound and inflatable equipment are not permitted without proper authorization, appropriate permitting, and insurance.
- V. The usage of drones is prohibited during events at the Sportsplex without proper authorization from Asheboro Cultural and Recreation Services. This authorization must be obtained in advance.
- W. The Sportsplex allows video streaming of athletic events. All necessary video and streaming equipment must be provided by the user group, team, or team representatives.
- X. The Sportsplex facilities are never closed to the general public. Rentals and/or reservations are for courts, shelters, and synthetic turf multiuse fields **only**.
- Y. The Sportsplex facilities are not provided for commercial or profit-making activities. Proprietary or commercial groups and individuals shall not be permitted to use Sportsplex facilities for financial gain or profit unless those facilities have been rented from the City by the group or individual.

## SECTION 19.5 FACILITY RENTALS

Subject to the regulations prescribed herein, the Facility may be rented to individuals or other types of legal entities for events or activities that are consistent with the mission and programming of Asheboro Cultural and Recreation Services. The decision as to whether to rent the Facility on any specific occasion is within the ultimate discretion of the Recreation Services Director (the “Director”), or the Director’s designee, as he or she evaluates the needs and priorities of the City.

Application to use this Facility shall be made on a form available from Asheboro Cultural and Recreation Services. Applications are subject to the final review and decision-making authority of the Recreation Services Director.

Reservations are only available when facilities are not scheduled for Cultural and Recreation Services programs or by approved activities of partner organizations.

- A. Sponsorship and fee related regulations:
  - (1) The Director reserves the right to co-sponsor an event.
  - (2) A \$100 security deposit per court/field must be paid at the time of reservation to secure a game or tournament date(s). The fee shall be submitted in the manner prescribed by Asheboro Cultural and Recreation Services. Multiple dates will require multiple deposits.
  - (3) Violation of the rental agreement will result in the forfeiture of the security deposit to the City.

- (4) If the user fees described in the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments (the “Fee Schedule”) are not paid by the required deadline, the event will be cancelled.
- (5) If advance tickets have been sold for a canceled event, the renter is responsible for either reimbursing ticket holders or honoring at a future event sponsored by the same renter the advance tickets that have already been sold. The renter is responsible for advertising the cancellation.
- (6) Failure to pay the rental fee will result in the denial of access to the Facility.

B. Insurance and liability waivers:

- (1) When the Facility is rented for an event open to the public, or if a fee is charged for admission to the event, the renter shall pay for and maintain at all times during the individual or entity’s use of the Facility comprehensive and general liability insurance coverage with primary limits of liability of no less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The required policy or policies shall be written through insurance carriers that are qualified to do business in North Carolina. Furthermore, the City of Asheboro is to be named as an additional insured and shall be furnished with a Certificate of Insurance in a form satisfactory to the City. In order to be deemed satisfactory, such a certificate must affirmatively state without any disclaimer or limitation whatsoever that the coverage or coverages referred to therein shall not and cannot be terminated or modified until the city has received thirty (30) days written notice thereof. A satisfactory Certificate of Insurance must be in the possession of Asheboro Cultural and Recreation Services no later than 30 days prior to the scheduled event. Failure to provide proof of insurance will result in the cancellation of the event. Furthermore, the applicant must agree to forever hold harmless and to fully indemnify the City and its personnel, agents, officials, and City Council, in both their official and individual capacities, from any and all judgments, liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any person or entity by reason of any negligent or willful act or omission of the applicant or its officers, employees, agents or contractors in connection with the applicants use of the Sportsplex.
- (2) If the event is closed to the general public, and no admission fee is charged, a liability waiver shall be required in lieu of liability insurance coverage.

C. Facility operational issues:

- (1) All Facility reservation requests must be submitted in writing to Asheboro Cultural and Recreation Services.
- (2) Facility rentals will only be available when not scheduled for Cultural and Recreation Service programs and approved activities of our partner organization(s).
- (3) The renter must designate with Asheboro Cultural and Recreation Services a representative who will be responsible for all phases of the event and who will be on site the entire time the event is taking place.
- (4) The renter is responsible for cleaning the Facility after the event concludes each day. Before vacating the Facility’s premises, the renter

must ensure that the Facility is restored to the condition in which the Facility was found.

- (5) If the renter fails to clean up the facility as required by the rental agreement and these rules and regulations, the renter's security deposit will be forfeited to the City.
- (6) Cleaning supplies and trash can liners are available for use. Trash shall be deposited in the designated locations.
- (7) Items left at the Facility for disposition and/or disposal by the City will result in the forfeiture of the renter's security deposit to the City. Furthermore, any such items found at the Facility after the termination of the rental agreement will be deemed to be abandoned property that is subject to removal and disposition in the sole discretion of the City.
- (8) Reserving Organizations/Personnel will be responsible for crowd control and team conduct.
- (9) If generally accepted best practices for a venue such as the Sportsplex indicate that on-site security should be deployed for a proposed event, the renter is responsible for procuring and paying for the services of properly trained security/off-duty law enforcement personnel.
- (10) Temporary signage displayed during events must receive prior approval. Signage must not alter or damage property and must be removed immediately following the event.
- (11) Any property damage to the Facility, which was a result of the scheduled event and not any negligence on the part of the City or its employees, will be the responsibility of the lessee. Reimbursement payments for the cost to repair or replace the damaged property shall be payable to the City of Asheboro. The decision as to whether to repair or replace the damaged property will be in the sole discretion of the City of Asheboro.
- (12) All cancellation requests must be submitted in writing to Asheboro Cultural and Recreation Services.
- (13) Under NO circumstances can the Facility be sub-leased at any time.
- (14) The above Facility rental provisions shall not be interpreted or construed in any manner that limits the authority of the City of Asheboro and its departments to lawfully discharge all governmental functions.

D. Concessions:

- (1) The City reserves the right to sell any and all concessions during events held at the Facility.
- (2) If the renter desires to sell at the Facility or on its associated premises any concession and/or merchandising items, including without limitation food, clothing apparel, promotional products, etc., the renter must obtain written permission from the Director at least 48 hours prior to the event. The Director may refuse, with or without cause, to grant such permission.
- (3) If permission is granted by the Director for the renter to sell concessions and/or merchandise, the renter must pay to the City a 10% commission on any and all items sold. A joint inventory will be taken prior to and after the event.

- (4) If permission is granted for the renter to sell its own concessions, the renter shall provide its own workers to conduct concessions operations and is responsible for obtaining all merchandise, concessions, and supplies, including food, candy, drinks, cups, napkins, condiments, popcorn supplies, bags, ice, etc. needed for the concession's operations. The renter is responsible for bearing all costs associated with meeting the above-stated obligations. Chewing gum and sunflower seeds are not allowed for sale. If the renter utilizes city-owned equipment to conduct concessions operations, the equipment must be used in strict compliance with all operational guidelines issued by Asheboro Cultural and Recreation Services for the use of such equipment.

E. Rental event types:

(1) General reservation policies:

- (a) Requests for general one-time reservations must be made at least 48 hours in advance for weekday reservations and at least 72 hours in advance for weekend reservations.
- (b) Security deposit and all rental fees must be paid in full at the time of reservation.
- (c) Any changes to one-time field reservations, excluding cancellations, must occur at least 7 days in advance of the proposed date change, and an opportunity to reschedule will be provided. All requests for changes must be communicated in writing to Asheboro Cultural and Recreation Services.
- (d) There will be NO refunds if a cancellation is made less than 48 hours prior to the rental date.

(2) Tournament reservation policies:

- (a) Requests for tournament rentals should be made at least 60 days prior to the event.
- (b) Security deposits must be paid at the time of reservation.
- (c) If your request application is approved, your date(s) will be tentatively held for 30 days pending completion of the following steps:
  - 1. **Site visit** - Meet with Sportsplex staff to discuss logistics, limitations, and regulations for the proposed event.
  - 2. **Site map / Event management plan** - Submitted and approved.
  - 3. **Insurance requirements** - Detailed above in section 19.5 B.
  - 4. **Payment due** - Remaining rental fee paid in its entirety.
- (d) There will be NO refunds if a cancellation is made less than 14 days prior to the rental date.

**SECTION 19.6 PARTNER ORGANIZATION**

For purposes of this section the Randolph-Asheboro YMCA will be considered an approved partner organization.

- A. All Sportsplex amenities as well as all activities, programs, tournaments, and special events will be scheduled and managed by Asheboro Cultural & Recreation Services on behalf of the City of Asheboro where not exempted below in items (B) and (C).
  - (1) The City of Asheboro shall retain all revenue generated from the sources mentioned in item (A) and as further described in the Schedule of Deposits, Fees, and Charges as set and approved by the Asheboro City Council.
- B. The City of Asheboro and the Randolph-Asheboro YMCA will partner to sponsor, schedule, and manage their recreational Youth Soccer League and the Challenge Soccer Program, currently known as the Asheboro City Futbol Club. The Youth Soccer Program is under the auspices of the North Carolina Youth Soccer Association.
- C. The City of Asheboro and the Randolph-Asheboro YMCA will also partner to sponsor, schedule, and manage their youth and adult recreational Beach Volleyball Leagues.
  - (1) As a partner organization, the Randolph-Asheboro YMCA shall not be required to lease the courts/fields needed to facilitate the above listed programs mentioned in items (B) and (C).
  - (2) The Randolph-Asheboro YMCA shall retain all participant registration revenue generated from the above listed programs mentioned in items (B) and (C).
- D. If at any time the Randolph-Asheboro YMCA fails or chooses not to offer the programs listed in items (B) or (C), the City of Asheboro reserves the right to program those activities and receive any revenue generated from those programs.
- E. The Randolph-Asheboro YMCA may sell all food and beverages at concession stand #2 for the partnership events listed above in items (B) and (C) and retain any profit gained to financially support those youth activities.
- F. Notwithstanding any other provision found in Article XIX, and with the modification that the terms and conditions found in the below-referenced agreement are subject to amendment by the city council in the same manner as any other regulation found in the City of Asheboro Cultural and Recreation Services Policy Manual (the "Manual"), the Facility Use Agreement between Randolph-Asheboro YMCA and the City of Asheboro, which was signed by representatives of the two entities on December 13, 2023, and presented to the city council for review on January 11, 2024, is, with the modification stated in this subsection, hereby ratified and incorporated into Section 19.6 of the Manual by reference as if copied fully herein. When applying the regulations applicable to the Sportsplex, if a conflict between the text printed in Article XIX and the text in the facility use agreement that is incorporated by reference into Section 19.6 is encountered, the text found in the incorporated facility use agreement shall be the controlling text.

## **SECTION 19.7 INCLEMENT WEATHER POLICY**

- A. Sportsplex staff reserve the right to suspend activity and/or close the facility in the event of inclement weather.
- B. If lightning is detected within 10 miles of the facility, a siren will sound, and a strobe light will flash.

- (1) The weather monitoring system and warning device is mounted on top of the maintenance building located above Field #2.
- C. If the horn sounds, everyone MUST clear the courts/fields immediately. Players, spectators, and other park visitors are to return to their cars until the “All Clear” horn has sounded.
- D. The system will automatically implement a 30-minute countdown, which will reset each time a lightning strike is detected within 10 miles.
- E. Once 30 minutes has passed and no lightning has been detected within 10 miles, the “All Clear” horn will sound which consists of three horn pulses. This means lightning has no longer been detected and everyone may return to their activity.
- F. In the case of inclement weather forcing an event to be cancelled, Sportsplex staff will work with the renter to attempt to reschedule the event for another time if facility availability allows.
- G. Inclement weather rescheduling must be done within 7 business days AFTER the event.
- H. Refunds will not be given in the event of inclement weather.

#### **SECTION 19.8 DOG PARK**

The Cone Health ZooCity Sportsplex Dog Park provides a place for dog owners to let their pets run free and safely without a leash. The Dog Park features separate play areas for small and large dogs. Each area features: fenced and secured areas; paved entrances; seating; water stations; and pet cleanup areas.

- A. Dog park hours are from 8:00 a.m. to sunset for use by dogs and their handlers.
- B. Use of the dog park is at your own risk. No attendant will be on duty.
- C. Each handler is solely responsible for their and their dog’s actions and assumes all liability for damage suffered by any person or dog injured while utilizing the dog park.
- D. The off-leash area is for dogs and their handlers only. No other use is allowed or permitted.
- E. Handlers shall have no more than two (2) dogs.
- F. Dog handlers must be at least 18 years of age or older and must remain within the fenced-in area with their dogs at all times. Children accompanying a dog handler must be strictly supervised.
- G. Children under 10 years of age including babies in strollers are NOT allowed inside the fenced area.
- H. Dogs must use the appropriate lot according to their size.
- I. Dogs must be on a leash and under the handler’s control when entering and exiting the off-leash area.

- J. Dogs should not be tethered by the leash to any object inside the dog park. For their safety, leashes must be removed from the dog while inside the fence.
- K. Dog handlers should keep their leash in hand at all times and remain in the fenced area within view and voice control of their dog once inside the off-leash area.
- L. Dogs must have current vaccinations. A collar with an ID tag and rabies tag must be worn at all times.
- M. Choke, prong, pinch, and spike collars are NOT allowed.
- N. Dogs that are sick, under 4 months of age, and female dogs in heat are prohibited.
- O. Any dog with a history of aggressive behavior is prohibited in the park. If a dog shows signs of aggressive behavior after entering the park, the handler must leash and remove the dog from the park immediately.
- P. No food (animal or people), treats, or bones are allowed inside the fenced area.
- Q. Alcoholic beverages, drugs, and glass containers are prohibited.
- R. Shoes must be worn in the dog park.
- S. Dog waste must be properly removed and disposed of by the dog handler. Waste containers are provided both inside and outside of the dog park area.
- T. Littering is prohibited. Containers have been provided for the proper disposal of trash. Wrappers and other litter can be harmful to dogs.
- U. Please do not allow your dog to dig holes. If a dog does dig a hole, it must be filled back in by the dog's handler.
- V. The dog park may not be utilized for any private use or gain, including instruction / training activities, or events of any type without the written approval of the Asheboro Cultural and Recreation Services Department.
- W. Handlers who fail to abide by the rules and regulations are subject to loss of park privileges.
- X. Consistent with state law (N.C.G.S. Chapter 130A-196), all dog bites must be reported. In the case of a dog bite, dog handlers must contact the Asheboro Police Department Animal Control at 336-626-1300 ext. 2130 between 8:00 a.m. and 5:00 p.m. If you need someone after hours or if it is an emergency, please call 911, and an Asheboro Police Officer will be dispatched to address your animal control issue. In addition, dog handlers are required to assist in the investigation by providing accurate identification and information.

## SECTION 19.9

## RESERVED FOR FUTURE USE

## SECTION 19.10

## RESERVED FOR FUTURE USE

### 11. A Resolution to Accept Installment Financing Terms with Pinnacle Bank

Finance Director Deborah Reaves presented and recommended adoption, by reference, of a resolution to accept installment financing terms with Pinnacle Bank. Council Member Heath moved, and Council Member Swiers seconded the motion to approve/adopt the following resolution by reference. Council Members Bell, Burks,

Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

**Resolution Number 22 RES 6-25**

A regular meeting of the Asheboro City Council of the City of Asheboro, North Carolina, was duly held on June 5, 2025 at 6:00 p.m. in the Asheboro City Hall Council Chambers, 146 North Church Street, Asheboro, North Carolina. Mayor David H. Smith presiding.

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

Council Members Absent: None

\* \* \* \* \*

Mayor Smith introduced the following resolution, a summary of which had been provided to each Council Member, a copy of which was available with the Clerk to the Asheboro City Council and which was read by title:

**A RESOLUTION APPROVING AN INSTALLMENT FINANCING AND SECURITY AGREEMENT TO FINANCE MOTOR VEHICLES AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**

*WHEREAS*, the City of Asheboro, North Carolina (the “City”) is a political subdivision validly existing under the constitution, statutes and laws of the State of North Carolina (the “State”);

*WHEREAS*, the City has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

*WHEREAS*, the Asheboro City Council of the City (the “Asheboro City Council”) has determined that it is in the best interest of the City to enter into an installment financing and security agreement under North Carolina General Statutes Section 160A-20 (the “Agreement”) with Pinnacle Bank, a Tennessee bank (the “Lender”) in order to obtain funds to purchase various items of motor vehicles (the “Vehicles”) and pay costs of executing and delivering the Agreement, and to put a security interest on the Vehicles in favor of the Lender in order to provide security for the City’s obligations under the Agreement;

*WHEREAS*, the City will enter into the Agreement in an aggregate principal amount of not to exceed \$1,803,728;

*WHEREAS*, there has been made available to the Asheboro City Council in the office of the City’s Finance Officer the form of the Agreement which the City proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing; and

*WHEREAS*, it appears that the Agreement is in appropriate form and is an appropriate instrument for the purposes intended;

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

Section 1. ***Ratification of Prior Actions.*** All actions of the City Manager and the Finance Officer, and their respective designees, in effectuating the proposed financing

are approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Agreement.

Section 2. ***Approval, Authorization and Execution of Agreement.*** The Asheboro City Council approves the acquisition and financing of the Vehicles in accordance with the terms of the Agreement, which will be a valid, legal and binding obligation of the City in accordance with its terms. The Asheboro City Council approves the amount advanced by the Lender to the City pursuant to the Agreement in an aggregate principal amount not to exceed \$1,803,728 at an interest rate of 3.64%, such amount to be repaid by the City to the Lender as provided in the Agreement. The form, terms and content of the Agreement are in all respects authorized, approved and confirmed. The City Manager, the City Attorney, the Finance Officer and the City Clerk, or their respective designees (the “*Authorized Officers*”), are authorized, empowered and directed to execute and deliver the Agreement for and on behalf of the City, including necessary counterparts, in substantially the form made available to the Asheboro City Council, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the approval of the Asheboro City Council of any and all such changes, modifications, additions or deletions. From and after the execution and delivery of the Agreement, each Authorized Officer is authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

Section 3. ***Further Actions.*** Each Authorized Officer is designated as the City’s representative to act on behalf of the City in connection with the transactions contemplated by the Agreement. The Authorized Officers are authorized and directed to proceed with acquisition and financing of the Vehicles in accordance with the terms of the Agreement, and to seek opinions on matters of law from the City Attorney, which the City Attorney is authorized to furnish on behalf of the City, and opinions of law from such other attorneys for all documents contemplated under this Resolution as required by law. The Authorized Officers are authorized to designate one or more employees of the City to take all actions which they are authorized to perform under this Resolution, and each is in all respects authorized on behalf of the City to supply all information pertaining to the transactions contemplated by the Agreement. The Authorized Officers are authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the Agreement or as they may deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution and the on-going administration of the Agreement. Any and all acts of the Authorized Officers may be done individually or collectively.

Section 4. ***Bank Qualification.*** The City hereby designates the Agreement as a "qualified tax-exempt obligation" for purposes of Internal Revenue Code Section 265(b)(3).

Section 5. ***Severability.*** If any section, phrase or provision of this Resolution is for any reason declared invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 6. ***Repealer.*** All motions, orders, resolutions, ordinances and parts thereof in conflict herewith are repealed.

Section 7. ***Effective Date.*** This Resolution is effective on the date of its adoption.  
\* \* \* \* \*

On motion of Council Member Heath, seconded by Council Member Swiers, the foregoing resolution entitled “**A RESOLUTION APPROVING AN INSTALLMENT FINANCING AND SECURITY AGREEMENT TO FINANCE MOTOR VEHICLES AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**” was duly approved by the following vote:

AYES: 7

NAYES: 0

12. **An Agreement with Norfolk Southern Railway Company for the Pineview Street Project (NCDOT U-5711)**

Mr. Leonard presented an agreement with Norfolk Southern Railway Company for the Pineview Street Project (NCDOT U-5711). Council Member Bell moved, and Council Member Burks seconded the motion to approve an agreement with Norfolk Southern Railway Company for the Pineview Street Project (NCDOT U-5711). Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogon voted aye. There were no dissenting votes.

A copy of the above-referenced agreement is on file in the city's engineering department.

**13. Water Resources Division Projects**

**(a) Funding for Lake Lucas Dam Intake Replacement Project**

Water Resources Director Michael Rhoney presented and recommended adoption, by reference of a resolution accepting the 2023 appropriations act directed projects grant offer of \$4,107,943. Council Member Trogon 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 21 RES 6-25**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**RESOLUTION ACCEPTING THE 2023 APPROPRIATIONS ACT DIRECTED  
PROJECTS GRANT OFFER OF \$4,107,943**

**WHEREAS**, the City of Asheboro has received a Directed Projects grant from the 2023 Appropriations Act, Session Law 2023-134, administered through the Drinking Water Reserve and Wastewater Reserve to assist eligible units of government with meeting their water/wastewater infrastructure needs; and

**WHEREAS**, the North Carolina Department of Environmental Quality has offered 2023 Appropriations Act funding in the amount of \$4,107,943 to perform work detailed in the submitted application; and

**WHEREAS**, the City of Asheboro intends to perform the project in accordance with the agreed scope of work.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro that the City of Asheboro does hereby accept the 2023 Appropriations Act Directed Projects Grant offer of \$4,107,943; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Asheboro that the City of Asheboro does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Asheboro that Donald E. Duncan, Jr., who is the Asheboro City Manager, and any successor so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project, to make the assurances as contained herein, and to execute such other documents as may be required by the Division of Water Infrastructure.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting on June 5, 2025.

/s/David H. Smith

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

ATTEST:

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

**(b)    Wolfspeed Water Main Extension Project (Design-Build Contract Amendment #4)**

Mr. Rhoney presented the Wolfspeed water main extension project (design-build contract amendment #4). Council Member Bell moved, and Council Member Heath seconded the motion to approve the Wolfspeed Water Main Extension Project (Design-Build Contract Amendment #4). Council Members Bell, Burks, Heath, McCaskill, Moffitt, Swiers, and Trogdon voted aye. There were no dissenting votes.

A copy of the contract amendment is on file in the Water Resources Division.

**14.    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 8:18 p.m.**

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

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