AMENDED AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, DECEMBER 4, 2025

Pre-Organizational Phase of the Meeting

1. Call to Order

2. Silent Prayer and Pledge of Allegiance

3. Ben Hughes, Athletic Director, with the Blue Comet Youth Football program will share information about the recently completed season.

4. Public Comment Period

5. Consent Agenda

   (a) Approval of the meeting minutes for the regular city council meeting held on November 6, 2025.

   (b) Acknowledgement of the receipt of the meeting minutes for the Asheboro ABC Board meetings held on October 7, 2025, and November 4, 2025.

   (c) Acknowledgement of the receipt of the monthly report detailing a major subdivision administratively approved. [Final Plat for Clear Creek (formerly Cane Creek) Townhomes on East Allred Street]

   (d) Approval of the reappointment of Van Rich to a 5-year term of office on the City of Asheboro Planning Board (January 1, 2026, to January 1, 2031).

   (e) Acknowledgement of the receipt from the Planning and Zoning Director of certification that the final decision document for land use file/case number SUP-25-03 has been served.

   (f) Approval of an ordinance adopting an amended parking plan for North Randolph Avenue.

   (g) Authorization for city officials to execute the Great Trails State Program grant funding agreement to complete preliminary engineering and design for the proposed North Asheboro Greenway.

(h) Approval of the final decision document for land use case number SUP-25-04.

(i) Approval of an ordinance setting the Asheboro City Council's schedule for regular meetings during the 2026 calendar year.

(j) Approval of an ordinance to amend the Water and Sewer Fund to account for professional services related to a PFAS Evaluation and Assessment Study.

(k) Approval of a temporary street closure order for a Christmas event at 113 North Street [9:00AM to 2:00PM on December 13, 2025].

(l) Acknowledgement of the receipt from the Randolph County Board of Elections of the results of the municipal election held on November 4, 2025.

(m) Adoption of a resolution accepting the resignation of Councilmember W. Joseph Trogdon, Jr. from his seat on the Asheboro City Council.

Administration of the Oaths of Office

6. Oath of office for Councilmember Phillip R. Cheek

7. Oath of office for Councilmember Kelly L. Heath

8. Oath of office for Councilmember Mary Joan M. Pugh

9. Oath of office for Councilmember Phillip W. Skeen

10. Oath of office for Mayor William Joseph Trogdon, Jr.

Organizational Phase of the Meeting

11. Adoption of resolutions of appreciation for Clark R. Bell, Walker B. Moffitt, and David H. Smith.

12. Mayor Trogdon will present to Councilmember William N. McCaskill the Key to the City for distinguished service to the citizens of Asheboro.

13. Election of Mayor Pro Tempore and administration of the oath of office.

14. Committees and Appointments

(a) Mayor Trogdon will request council action on an ordinance amending Code of Asheboro Section 31.02 (Appointment of Committees).

(b) Mayor Trogdon will make certain appointments and request city council concurrence.

(c) Mayor Trogdon will lead a discussion about the process for appointing a qualified person to serve the remainder of the unexpired term for the vacant office of councilmember.

Post-Organizational Phase of the Meeting

15. **Legislative Hearing** (Case No. RZ-25-20): Community Development Director John Evans will present the initial testimony pertaining to an application to rezone property located at 777, 779, 787, and 803 Albermarle Road (Randolph County Parcel Identification Numbers 7750466579 and 7750464502) from R7.5 Medium-Density Residential to OA6 (CZ) Office-Apartment Conditional Zoning for Dwellings, Multiple Family, with a Floor Area Ratio of up to 43 percent.

16. Legal Representation and Engagement Agreements

(a) The City Manager will request authorization to execute an agreement with Teague Campbell.

(b) The Finance Director will request the adoption of an ordinance amending the General Fund to account for the professional services agreement.

(c) The City Manager will request authorization to execute an agreement with Smith Anderson.

(d) The Finance Director will request the adoption of an ordinance amending the Water and Sewer Fund to account for the professional services agreement.

17. Ms. Reaves will present additional finance items.

(a) Batting Cage Roof at McCrary Baseball Park

(i) Ordinance to Amend the General Fund

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

(b) Lexipol GrantFinder Subscription Funding – Ordinance to Amend the General Fund

18. Trade/Worth Street Infrastructure Project

(a) Assistant City Manager Trevor Nuttall and Wooten Practice Manager Ana Wadsworth, PE will provide a briefing on the project's current status and present recommendations on next steps to advance towards construction.

(b) Request for authorization to enter into a revised Utility Relocation Agreement with Duke Energy for the Trade/North Street infrastructure.

19. Assistant City Manager Trevor Nuttall will report on efforts to obtain a Program Amendment from the North Carolina Department of Commerce authorizing CBDG-CV funds to be used towards construction of the David and Pauline Jarrell Center City Garden.

20. The City Attorney and Finance Director will discuss property acquisition and lease issues.

(a) Acquisition of a parcel of land contiguous with the City of Asheboro Public Works Facility.

(i) The City Attorney will request authorization for city officials to execute a purchase agreement.

(ii) The Finance Director will request approval of an ordinance to amend the General Fund to account for the cost of the proposed land transaction.

(b) Lease of space for electronic communications equipment on the city-owned elevated water tank located along North Carolina Highway 49 South.

(c) Lease of hangar space at the Asheboro Regional Airport to the Civil Air Patrol.

21. Mayor Trogdon will lead a discussion of upcoming events and items not on the agenda.

22. Adjournment

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

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

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

City Manager, Donald Duncan was present as a guest.

Board Minutes from the regular September 2025, meeting (held August 26, 2025), were reviewed and approved by the Board.

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

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

The Chair instructed the GM to transfer $40,000 into the NC Capital Management Trust Fund.

Grant applications were reviewed and the Board, upon motion from Curtis Shipley, awarded funding to the following applicants: Keaton's Place $2150 3rd Quarter and $2150 4th Quarter, and Community Hope Alliance will receive any residual funds from both quarters.

The GM and Chair performed a study comparison of wages from Boards of similar size in the area. The GM proposed a 5% increase in wages to remain competitive in the industry and to retain employees. Upon motion from Curtis Shipley, the Board approved the increase for all employees effective next pay period.

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

1. Asheboro ABC sales statistics comparing:
    - August 2025 sales with the previous month indicate:
        - An overall +1.3% change (all sales and tax collections)
    - August 2025 sales with sales from the same month last year indicate:
        - Retail Sales -4.3%.
        - Mixed Beverage Sales -14.1%.
        - Sales Tax Collections: -4.3%.
        - Overall Collections: -5.81%.

- August 2025 bottle sales with bottle sales from the same month last year indicate:
  - Retail Bottle Sales: -7.3%
  - Mixed Beverage Bottle Sales: +1.4%
  - Overall Bottle Sales% -6.5%

- September 2025 sales with the previous month indicate:
  - An overall -7.3% change (all sales and tax collections)

- September 2025 sales with sales from the same month last year indicate:
  - Retail Sales +2.9%
  - Mixed Beverage Sales: -2.7%
  - Sales Tax Collections: +2.9%
  - Overall Collections: +2.05%

- September 2025 bottle sales with bottle sales from the same month last year indicate:
  - Retail Bottle Sales: +6.9%
  - Mixed Beverage Bottle Sales: +15.7%
  - Overall Bottle Sales: +7.6%

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

There being no further business, the meeting was adjourned.

Prepared by Amy Welch, GM, and Approved by the Board _____ _____
GM

Stephen R Knight

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Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on November 4, 2025

The Asheboro ABC Board met on Tuesday, November 4, 2025, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC. Present at the meeting were Chairman Steve Knight, Board Member Bob Morrison, Board Member Curtis Shipley and Amy Welch (GM). A quorum being present, the Chair called the meeting to order for the transaction of business and business transacted as follows:

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

Board Minutes from the regular October 7, 2025, meeting were reviewed and approved by the Board.

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

Asheboro ABC Policy Section 33 provides the Board may grant bonus pay at such times as it deems appropriate. After discussion, Board Member Shipley moved to approve payment of a Christmas bonus equal to 3% of an employee's salary during the period beginning December 1, 2024, and ending November 30, 2025, with a minimum payment of $100. The motion was approved by the Board.

Upon motion of Bob Morrison, the Board approved going into a closed session to discuss a personnel matter as permitted by § 143-318.11(a)(6).

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

1. Asheboro ABC sales statistics comparing:

    - October 2025 sales with the previous month indicate:
        - An overall +15.1% change (all sales and tax collections)

    - October 2025 sales with sales from the same month last year indicate:
        - Retail Sales +2.5%
        - Mixed Beverage Sales -1.8%
        - Sales Tax Collections: +1.7%
        - Overall Collections: +1.75%

    - October 2025 bottle sales with bottle sales from the same month last year indicate:
        - Retail Bottle Sales: -0.7%
        - Mixed Beverage Bottle Sales: +16.2%
        - Overall Bottle Sales% +0.8%

The next regular Asheboro ABC Board meeting will be held Tuesday, December 2, 2025, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Amy Welch, GM, and Approved by the Board _____ GM

Stephen R Knight

Amy Smith

Robert E Hansen

2025 ADMINISTRATIVELY APPROVED SUBDIVISIONS

Name of Subdivision	Case No.	Location	Number of lots	Type of Approval	Notes
Clear Creek Townhomes	SUB-25-01	East Allred Street	10	Preliminary Plat (October 2025)	Residential Planned Unit Development. Preliminary plat had been previously approved. New Preliminary plat required after modifications permitted by Council with rezoning in March, 2025.
Clear Creek Townhomes	SUB-25-01	East Allred Street	10	Final Plat (November 2025)	Sidewalk along Clear Creek and miscellaneous improvements, such as landscaping have been financially guaranteed (bonded) as allowed by Subdivision Ordinance.

Consent Agenda Item 5 (e)

CERTIFICATE OF SERVICE

This Certificate of Service is provided to certify that the undersigned has this day served via first-class mail, in compliance with 160D-406, the attached Final Decision Document on the parties listed below by depositing a copy hereof in a postage-paid wrapper, addressed as follows, in a post office depository under the exclusive care and custody of the United States Postal Service:

Tomas, LLC
PO Box 3207
Asheboro, NC 27204

Tella Billboards, LLC
PO Box 3207
Asheboro, NC 27204

This the 10 day of November 2025.

Justin T. Luck, Planning & Zoning Director
City of Asheboro
Post Office Box 1106
Asheboro, North Carolina 27204-1106
Telephone: (336) 626-1201, Extension 2392
Email: jluck@ci.asheboro.nc.us

Case No. SUP-25-03
Final Decision Document
City Council of the City of Asheboro, North Carolina

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

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

THIS SPECIAL USE PERMIT APPLICATION was brought before the City Council of the City of Asheboro (the "City Council") for a quasi-judicial hearing that was conducted during a regular meeting on October 9, 2025. After receiving documentary evidence and sworn testimony, the City Council, on the basis of competent, material, and substantial evidence, hereby has entered 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 construction of a 12' x 24' single-monopole sign with a double-sided static vinyl display on a single parcel of land owned by Tomas LLC. The application was received by city planning department staff on July 14, 2025.

2. The billboard is proposed for a single parcel of land at 1518 South Fayetteville Street, Asheboro, North Carolina 27205. As noted above, the parcel of land at issue (the "Zoning Lot") is owned by Tomas LLC, a North Carolina limited liability company. Thomas Schneider, who is 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 0.28 of an acre, more or less, in size.

4. The Zoning Lot is more specifically identified by Randolph County Parcel Identification Number 7750754411.

5. City of Asheboro Community Development Director John Evans was placed under oath and presented the city staff report, including a written report that was entered into the record. Mr. Evans' testimony included the following items:

(A) The Zoning Lot is undeveloped, but there is an existing billboard on the lot;

(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 land use proposed by the applicant is a monopole designed billboard with a height of 22' above grade, 12' X 24' dimensions, and the possibility for a digital LED display;

(D) An existing billboard, which is located on the Zoning Lot and is 160 feet, more or less, south of the proposed billboard, will be removed.

(E) South Fayetteville Street is a state-maintained major thoroughfare;

(F) Billboards are also subject to review and approval by the North Carolina Department of Transportation ("NCDOT");

(G) The Zoning Lot is located in an I2 zoning district, and the proposed land use is permitted in this zoning district;

(H) The billboard is subject to the general lighting requirements of the AZO;

(I) The Growth Strategy Map indicates the Zoning Lot is in a primary growth area, and the Proposed LDP Map designates the area as commercial;

(J) The immediate area along South Fayetteville Street contains primarily commercial and institutional uses, although the I2 zoning would permit industrial uses;

(K) In compliance with the AZO, the applicant has submitted the required site plan; and

(L) As required by the AZO, the site plan shows landscaping around the billboard consisting of five Helleri Holly plants. The site plan also contains a note stating, "No undo undercutting of existing vegetation."

(M) Permitting of the billboard is exclusive of permitting for other signs allowed in the I2 zoning district that are subject to general ordinance requirements.

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

North: Undeveloped (Industrial) **East**: Commercial/Industrial

South: Commercial/Industrial **West**: Railroad/Industrial

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 final decision document authorizing the SUP must be approved by the City Council.*

(C) *Prior to the issuance of a building permit for the new billboard, the existing billboard shall be removed in compliance with building permitting requirements.*

(D) The zoning compliance permit shall be issued in coordination with the North Carolina Department of Transportation permitting requirements for outdoor advertising.

(E) The site plan raises a question as to whether there is an encroachment into the Zoning Lot of a driveway. This potential encroachment does not impact the analysis of the proposed use under the AZO, and the issuance of this SUP is not to be construed as entering any finding, conclusion, or order as to the legal status of this potential encroachment. Any future questions about the potential encroachment will be subject to independent analysis under all of the applicable laws and ordinances.

(F) Electronic changeable copy shall operate on a five-second minimum delay.

(G) 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. La-Deidre Matthews, Esq. of Fox Rothschild offered sworn testimony and submitted supplementary documentary evidence on behalf of the applicant. This supplementary evidence was entered into the record.

12. Ms. Matthews accepted the above-stated supplementary conditions on behalf of her client.

13. Brian R. Crowder, MAI, SRA, who is a North Carolina Certified Real Estate Appraiser, provided sworn testimony and submitted a written report that was entered into the record. Mr. Crowder's testimony was recognized as expert testimony. Mr. Crowder inspected the Zoning Lot and researched the local market in Asheboro/Randolph County, as well as other properties in the Triad area of North Carolina, to determine whether the proposed advertising sign will substantially injure the value of adjoining or abutting property and will be in harmony with the area in which it is to be located. In his report, Mr. Crowder stated as follows:

> *The subject property was inspected on October 7, 2025. Based on site plans of the proposed advertising sign furnished to the appraiser by my client, my physical inspection of the site and the surrounding area, an analysis of data gathered and facts and conclusions, and subject to the assumptions and limiting conditions as stated (in the submitted report), it is my opinion that the proposed advertising sign located at 1518 South Fayetteville Street, Asheboro, NC 27205 meets the special use permit standard in that it will not substantially injure the value of adjoining or*

abutting property and that the proposed advertising sign is in harmony with the area in which it is to be located.

14. No testimony was offered in opposition to this expert opinion.

15. As previously noted, and further explained by Ms. Matthews, the proposed billboard will not be erected until an existing billboard, which was constructed in the 1960's, is removed. The existing sign was built on repurposed telephone poles and does not meet current North Carolina Department of Transportation safety standards. In contrast, uncontroverted testimony established that the proposed sign, when constructed, will be code compliant.

16. 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 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 final decision document authorizing the SUP must be approved by the City Council.

(C) Prior to the issuance of a building permit for the new billboard, the existing billboard shall be removed in compliance with building permitting requirements.

(D) The zoning compliance permit shall be issued in coordination with the North Carolina Department of Transportation permitting requirements for outdoor advertising.

(E) The site plan raises a question as to whether there is an encroachment into the Zoning Lot of a driveway. This potential encroachment does not impact the analysis of the proposed use under the AZO, and the issuance of this SUP is not to be construed as entering any finding, conclusion, or order as to the legal status of this potential encroachment. Any future questions about the

potential encroachment will be subject to independent analysis under all of the applicable laws and ordinances.

(F) Electronic changeable copy shall operate on a five-second minimum delay.

(G) 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 November 6, 2025.

Walker B. Moffitt, Mayor Pro Tempore

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

ORDINANCE ADOPTING AN AMENDED PARKING PLAN FOR NORTH RANDOLPH AVENUE

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

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

WHEREAS, Section 71.06(A) of the Code of Asheboro provides, in part, that on "any street which is marked off with lines indicating the parking spaces for vehicles, vehicles shall be parked between such lines;" and

WHEREAS, North Randolph Avenue is a city-maintained street; and

WHEREAS, during a regular meeting on August 7, 2025, and based on citizens appearing before the city council to express concerns about on-street parking conditions on North Randolph Avenue, the Asheboro City Council approved, by adopting Ordinance Number 34 ORD 8-25, a parking plan for North Randolph Avenue; and

WHEREAS, since August 7, 2025, additional citizen feedback has been received about the need for further revisions to the traffic control measures for North Randolph Avenue; and

WHEREAS, after evaluating the supplemental information provided by citizens, the city's professional staff has recommended removing the previously adopted time restrictions and, instead, prohibiting parking that blocks private driveways and prohibiting parking on both sides of North Randolph Avenue for a distance of 175 feet from the intersection of North Randolph Avenue with East Salisbury Street; and

WHEREAS, in accordance with the staff recommendation, city engineering department personnel have prepared an amended diagram titled "Parking Plan for N. Randolph Avenue" to serve as the new official on-street parking plan for this street; and

WHEREAS, the diagram described in the immediately preceding paragraph is attached to this Ordinance as EXHIBIT 1 and is incorporated into this instrument by reference as if copied fully herein (the parking plan proposed for adoption by the

Asheboro City Council and shown on the attached diagram will be hereinafter referred to as the "December 2025 N. Randolph Avenue Parking Plan"); and

WHEREAS, the Asheboro City Council concurs with the recommendation submitted by city staff members.

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

Section 1. The December 2025 N. Randolph Avenue Parking Plan attached to this Ordinance as EXHIBIT 1 is hereby approved and adopted, without modification, as the city's official on-street parking plan for North Randolph Avenue.

Section 2. The city manager is hereby directed to cause the public street areas shown on the adopted December 2025 N. Randolph Avenue Parking Plan to be posted with signage and otherwise marked in accordance with the applicable laws and generally accepted industry standards so as to fully implement the amended parking plan approved by this Ordinance.

Section 3. As shown on the attached exhibit, on-street parking on North Randolph Avenue is prohibited at any location other than within the lines for marked parking spaces shown by the adopted parking plan.

Section 4. All ordinances and clauses of ordinances in conflict with this Ordinance, specifically including without limitation Asheboro City Council Ordinance Number 34 ORD 8-25, are hereby repealed.

Section 5. The question of the establishment of a new on-street parking plan for North Randolph Avenue was first voted on during the regular city council meeting on July 10, 2025, and a second vote occurred during the regular city council meeting on August 7, 2025. This Ordinance shall take effect and be in force from and after December 15, 2025.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting on December 4, 2025.

_____

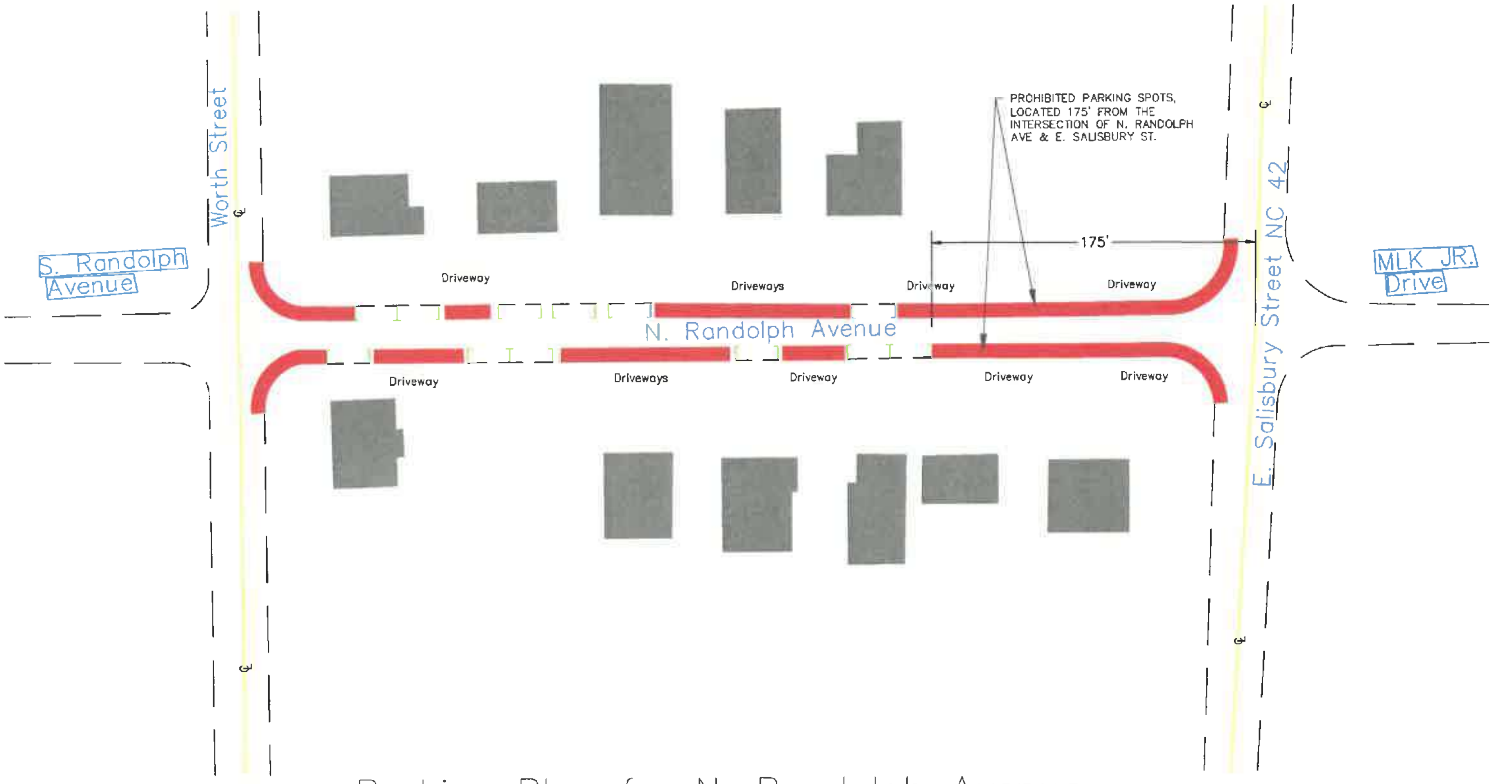
David H. Smith, Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

EXHIBIT 1



Parking Plan for N. Randolph Avenue

City of Asheboro, North Carolina

August, 2025 Scale 1" = 50'

No Parking

Marked Parking
In Accordance to Asheboro's Code of Ordinances
§71.06 Parking within Marked Spaces

EXHIBIT 1 – Ordinance No. __ ORD 12–25
Adopted _____, ____
ORD 08–25 REPEALED

RHG
25009
SHEET 1 OF 1

Great Trails State Program Grant Agreement

STATE OF NORTH CAROLINA GRANTEE'S FEDERAL TAX I.D.#_____
COUNTY OF WAKE

Great Trails State Program Grant Agreement

This grant contract ("Contract") is hereby entered into by and between the North Carolina Department of Natural and Cultural Resources (the "Agency") and the City of Asheboro (the "Grantee") (referred to collectively as the "Parties") for the purpose of providing grant funding to the Grantee for new trail development and extension of existing trails across North Carolina, including for planning, land and easement acquisition, construction, and maintenance.

Grantee Information:

Grantee: City of Asheboro

Grantee Address and Contact Information:
Justin Luck, Planning & Zoning Director
146 North Church Street
Asheboro, NC 27203
jluck@ci.asheboro.nc.us

Grantee Fiscal Year End Date: June 30

Grant Award Date: July 7, 2025

Project Number: GTSP2025-0006

Project Title: North Asheboro Greenway Design and Engineering

Period Covered by This Contract: November 1, 2025, through October 31, 2028

Project Scope (Description of Project): Deliverables include design/engineering services (prof. fees, design/construction drawings, maintenance, cost estimates)

Project Costs:	**Grant Award Amount:**	**$134,000**
	Grantee-Provided Match:	**$67,000**

The Parties agree to be bound by and comply with the terms, requirements, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances appearing either directly or by reference in this Contract, as well as described in Section 14.6 of N.C. Session Law 2023-134, the Great Trails State Program ("GTSP") grant application, and the Great Trails State Program Application Guide (the "Guide"), and the following documents, which are incorporated herein by reference, as though fully set forth herein:

1) The Scope of Work, description of services (Attachment A)
2) The Line-Item Budget and Narrative (Attachment B)
3) Notice of Certain Reporting and Audit Requirements (Attachment C)
4) State Grant Certification – No Overdue Tax Debts form (Attachment D)
5) Waiver of Retroactivity (Attachment E)

Great Trails State Program Grant Agreement

Upon execution of this Contract, the Agency hereby promises, in consideration of the promises by the Grantee herein, to provide to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant-assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

DEFINITIONS

Except as otherwise provided in the Contract documents, the terms below shall have the following meanings in this Contract.

"Agency" means the North Carolina Department of Natural and Cultural Resources.

"Audit" means an examination of records or financial accounts to verify their accuracy.

"Certification of Compliance" means a report provided by the Grantee to the Agency that states that the Grantee has met the reporting requirements established by this Contract and included as a statement of certification by the Agency as part of the Grantee reporting package.

"Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

“Deliverable(s)” means any tangible and original works of authorship created by or on behalf of Grantee under the Contract.

“Director of State Budget” means the State Budget Director of North Carolina.

"Fiscal Year" means the annual operating year of the non-State entity.

"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

"Grant" means financial assistance provided by DNCR to an eligible grantee to carry out the activities and purpose identified in this Contract.

“Grantee” means an entity that receives State financial assistance.

"Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).

"Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.

"State financial assistance" means State funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a grantee or subrecipient as defined in this Contract.

"Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

"State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are disbursed as financial assistance to other organizations.

"Subrecipient" means a non-State entity that receives State financial assistance from a Grantee to carry out part of a State program; but does not include an individual that is a beneficiary of such program.

TERMS AND CONDITIONS

1. **Great Trails State Grant Program Terms and Conditions**
   a) Grant funds awarded from the funds allocated in Section 14.6 of N.C. Session Law 2023-134 must be matched in accordance with the tier ranking of the county where the project is located below. In the case of trail projects in more than one county, the match shall be based on the lowest county tier. The required match is as follows:

      (i) Tier 1: in the amount of one non-State dollar ($1.00) of matching funds for every four dollars ($4.00) of State funds;
      (ii) Tier 2: in the amount of one non-State dollar ($1.00) of matching funds for every two dollars ($2.00) of State funds; or
      (iii) Tier 3: in the amount of one non-State dollar ($1.00) of matching funds for every one dollar ($1.00) of State funds.

      The match may include cash, fee waivers, in-kind services, the donation of assets, the provision of infrastructure, or a combination of these. Non-cash matches must be quantifiable and documented. Eligible matching funds shall follow the requirements outlined in the Guide.

   b) To be eligible, project costs must be incurred during the period covered by this Contract, be documented in the grant application, described in the project scope of this Contract, and initiated and/or undertaken after execution of this Contract by the Grantee and the Agency, unless the Grantee has obtained a Waiver of Retroactivity approved by the Agency. The Agency shall only pay or reimburse the Grantee for reasonable, eligible costs actually incurred by the Grantee that do not exceed the grant award amount for the Project outlined in this Contract.

   c) Land acquisition costs, and property value used as match, for fee title and easement acquisition shall be based on the fair market value of real property or the sales price, whichever is less. The value must be based upon an independent appraisal completed by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board who certifies that it meets the Uniform Standard of Professional Appraisal

Practices (USPAP) or Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book appraisal). Properties valued at over $750,000 require two appraisals. Appraisals must be dated within 12-18 months of the effective date of the grant contract. The Agency shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Agency.

d) Fee title land or easement purchases acquired prior to the Grant being awarded shall only be considered an eligible cost if the Grantee obtained a Waiver of Retroactivity approved by the Agency prior to the acquisition.

e) The Grantee agrees that all fee simple land purchases or easements acquired with GTSP assistance shall be used for recreational trail purposes for the use and benefit of the general public for a minimum period of fifteen (15) years after acquisition. The Grantee agrees to maintain and manage GTSP-assisted development/renovation projects for public recreation use for a minimum period of fifteen (15) years after project completion. GTSP-assisted development/renovation project, land purchases, and easements shall not be converted to other than public recreational trail use without the prior written approval of the Agency or its successor agency. If the GTSP-assisted development/renovation project, land purchases, or easements is converted without prior Agency approval, the Agency reserves the right to require the Grantee to reimburse the Agency for the full grant award amount.

   This 15-year trail use requirement shall be binding upon the Grantee and all parties having any right, title, or interest in the property, and their heirs, successors, and assigns, and shall be binding upon all those claiming by, through, or under each such party. Furthermore, the Agency, and its agents, employees, and representatives shall have a right of entry and access to the property for the purpose of inspecting the property and exercising its enforcement rights during the 15-year period.

f) In the event the Grantee, its successors or assigns, wishes to transfer the property or any interest therein during the 15-year period, it shall notify the Agency in writing of the names and addresses of any party to whom the property is intended to be transferred at least sixty (60) days prior to the time said transfer is to be consummated. Any transferee of the property or any interest therein shall take title subject to the 15-year trail use requirement referenced herein or applicable to the property. The Grantee, its successors and assigns, shall make specific reference to the 15-year trail use requirement in a separate paragraph of all subsequent leases, deeds, or other legal instruments by which the Property or any interest therein is conveyed.

g) In the event that a Grantee obtains a Waiver of Retroactivity for fee title land or easement purchases acquired prior to the Grant being awarded, the Grantee shall file a notice of restriction in the property records of the county in which the property is located using language provided by the Agency which includes restrictive language that recognizes the State's interest in the property and the property's perpetually restricted use as a State Trail. This notice shall be in lieu of the language required for insertion into the fee interest deed or easement deed as described in Section 1(e) of this Contract.

h) The Grantee shall provide a copy to the Agency of the fee interest deed, easement deed, or notice of restriction within thirty (30) days of recording.

i) The Grantee agrees to begin development on property acquired with GTSP assistance within three (3) years of the project closeout date in order to allow general public access and use.

j) The Grantee agrees to permit periodic audits and site inspections by the Agency to ensure work progress in accordance with the approved project, including a required close-out inspection upon project completion. After project completion, the Grantee agrees to conduct compliance inspections at least once every five (5) years and to submit an Agency-provided inspection report to the Agency.

k) Wherever possible and appropriate, bridges, boardwalks, signage, and other trail facilities shall follow standard designs and specifications as the Agency may specify.

l) The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.

m) All facilities funded by GTSP shall comply with the Americans with Disabilities Act Accessibility Guidelines ("ADAAG") and any amendments thereto.

n) The Grantee shall only use seeds and plants classified by the U.S. Department of Agriculture as native to North Carolina in all project design and construction, except (i) nonnative seeds and plants may be used in landscaping for locations where the primary purpose is crop cultivation, crop and horticulture research, science, botanical gardens, or zoos and (ii) the use of nonnative turf grass is acceptable.

o) If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Agency of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.

2. **Grantee's Duties, Line-Item Adjustments, and Scope of Work:** The Grantee shall provide the services as described in Attachment A, Scope of Work and Description of Services and in accordance with the approved budget in Attachment B. The Grantee may make line-item adjustments of less than ten percent (10%) for budgeted expenditures without prior approval from the Agency, except if the adjustment would exceed the total grant amount.

   For line-item adjustments of ten percent (10%) or more for budgeted expenditures, the Grantee shall submit a written request for approval to the Agency and include a justification for the adjustment. Line-item adjustments requiring approval shall be effective only upon a dually executed amendment between the parties, in accordance with Paragraph 21 of this Contract.

   Amendments executed under this Paragraph shall include the new line-item adjustment(s) (Attachment B) and any changes in the Scope of Work and Description of Services (Attachment A) related to the duties and services affected by the line-item adjustment. An amendment that fails to comply with the requirements of this Paragraph shall not be binding upon the parties. A violation of this Paragraph shall constitute a material breach and shall entitle the Agency to terminate the contract and pursue all rights and actions available to it under the law.

3. **Grant Invoices and Payments: Payment** shall be made in accordance with this Contract, the Scope of Work (Attachment A), and the Line-Item Budget and Narrative (Attachment B). The total amount paid by the Agency to the Grantee under this Contract is **$134,000.** Invoices shall be submitted to the Contract Administrator quarterly. Final invoices, including accounting records that document all expenditures, must be received by the Agency prior to or at the time of the close-out inspection.

   Accounting records should be based on generally accepted accounting standards and principles. All accounting records and supporting documents shall clearly show the Project Number and Project Title to which they are applicable. The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices and deliverables.

4. **No Employment Relationship Between State and Grantee: The** Grantee is and shall be wholly responsible for the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees in the performance of this Contract. The Grantee's performance of this Contract does not create or establish any employment relationship, joint venture, or partnership between the Grantee and the State or the Agency. The Grantee represents that it has, or shall secure at its own expense, all personnel required to perform the services under this Contract. Such personnel of Grantee shall not be employees of, or have any individual contractual relationship with, the State or the Agency.

5. **Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Agency, the Agency may:

   (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee; or
   (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

   In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee remain responsible for fulfillment of all contract obligations.

6. **Beneficiaries:** Except as otherwise provided herein, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

7. **Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee.

8. **Noncompliance and Use of Grant Funds:** The Grantee may only use the grant funds disbursed hereto in the manner allowed under this Contract. The Agency shall review reporting from the Grantee to ensure that grant fund expenditures meet the requirements of this Contract, as well as any applicable laws, rules, or regulations. If the Agency finds that the Grantee is noncompliant with any requirements of this Contract or law, the Agency may declare the Grantee ineligible for further participation in future GTSP grant cycles and/or take action consistent with applicable laws and regulations, including, but not limited to, the requirements of 09 NCAC 03M .0801, until such time as compliance has been obtained to the satisfaction of the Agency.

9. **Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days' written notice to the other Party, or as otherwise provided by law.

10. **Termination for Cause: If**, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.

11. **Effect of Termination**:
    (a) In the event the Contract is terminated by either party, the Grantee shall be paid for work that is satisfactorily completed under the terms of this Contract, as determined by the Agency and under the terms herein.
    (b) The Grantee shall not incur new obligations for the terminated portion of the Contract and shall cancel as many outstanding obligations as possible, immediately after receiving the notification of termination from the Agency or providing the Agency with the same if the Grantee is terminating the Contract. Costs incurred after receipt or provision of termination notice shall be disallowed.
    (c) The Grantee shall not be relieved of any liability owed to the Agency because of any breach of the Contract by the Subgrantee. The Agency may, to the extent authorized by law, withhold payments to the Subgrantee for the purpose of set-off until the exact amount of damages due the Agency from the Subgrantee is determined.
    (d) In the event of termination by either Party, the Grantee shall provide to the Agency an itemized list of all Deliverables created under the Contract.
    (e) In addition, in the event of default by the Grantee under this Contract, the Agency may, to the extent and in the manner allowed under law, immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the Agency has with the Grantee, and de-bar the Grantee from doing future business with the Agency.

12. **Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

13. **Reversion of Unused Funds at Termination or Expiration of Contract and upon Certain Audit Findings**: The Grantee agrees to refund to the Agency, subsequent to an audit of the project's financial records, any costs disallowed or required to be refunded to the Agency on account of audit exceptions. The Grantee agrees that any unused State-awarded funds remaining after the completion of the project or termination of this Contract shall revert back to the Agency to be deposited into GTSP for distribution by the Agency.

14. **Availability of Funds: The** Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the allocation and appropriation of funds for this purpose to the Agency.

15. **Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

16. **Survival of Promises: Except** as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date.

17. **Intellectual Property Rights, Licensing, and Ownership of Deliverables:** The Grantee shall own all rights, title, and interest in deliverable items produced pursuant to this Contract. Notwithstanding the foregoing, the Grantee agrees to grant to the Agency, at no charge to the Agency, a non-exclusive, royalty-free, and irrevocable right and license to reproduce, publish, or otherwise use any deliverable item for Agency purposes, as well as purposes of the State, and to authorize others to do so. Further, the Grantee shall require all subrecipients and subcontractors to include in all agreements relating to this Contract a clause giving the Agency the same rights, title, and license granted herein.

    This license is not to be construed as a conveyance or surrender of copyright, trademark, or any other right or interest, based in intellectual property or otherwise, that is or may be vested in the Grantee's ownership of the deliverable items. Furthermore, the Grantee warrants and represents that it shall only create deliverable items in which the Grantee is the sole owner of all rights, title, and interest thereto. Such rights, title, and interests include, but are not limited to, copyright, trademark, and any other intellectual property rights. The Grantee warrants and represents that this Contract and the rights licensed herein do not violate any other party's rights or interests in intellectual property or otherwise. In addition, the Grantee agrees to not use the deliverable items in any manner to suggest speech on the part of the Agency or the State of North Carolina or which would be unlawful by a government agency.

18. **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n) and any amendments thereto.

19. **Compliance with Laws:** All Parties to this Contract shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to its conduct and to the administration of this Contract.

20. **Equal Employment Opportunity: The** Grantee shall comply with all federal and State laws relating to equal employment opportunity and fair and equal employment, including, but not limited to, Governor Cooper's Executive Order 24 as well as Title VII of the Civil Rights Act of 1964, as applicable.

21. **Access to Persons and Records: The** Grantee shall provide to authorized State entities such access to persons and records required under law, including, but not limited to, access required under N.C.G.S.

§§ 143-49 and 147-64-7. The Grantee shall retain all records for a period of five years following completion of the Contract.

22. **Record Retention:** The Grantee shall retain documents and records relating to this Contract for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

23. **Amendment**: This Contract may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Agency and duly executed by an authorized representative of the Agency and the Grantee.

24. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

25. **Headings: The** Section and Paragraph headings in these General Terms and Conditions are not material parts of the Contract and should not be used to construe the meaning of any text or content thereof.

26. **Sales/Use Tax Refunds:** If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

27. **Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Contract. If travel is necessary in the performance of this Contract, it shall be included in the approved project budget and narrative.

28. **Gifts and Favors Regulated:** Under Governor Perdue's Executive Order 24 and N.C.G.S. §133-32, it is unlawful for any vendor or contractor (e.g., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies. This prohibition covers those vendors and contractors who:

    (1) have a contract with a government agency;
    (2) have performed under such a contract within the past year; or
    (3) anticipate bidding on such a contract in the future.

    The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Contract.

29. **Effective Period:** This Contract shall be effective upon signature by all Parties to this Contract and shall terminate upon final expenditure of all funds and submission of all reports as required by law and this Contract.

30. **Conflict of Interest Policy:** The Grantee shall have on file with the Agency a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State Funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds.

31. **Statement of No Overdue Tax Debts:** The Grantee's sworn written statement pursuant to N.C.G.S. § 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the federal, state, or local level, is attached as Attachment D. Grantee acknowledges that the written statement must be filed before the Agency may disburse the grant funds.

32. **Compliance with Certain Reporting and Audit Requirements:** The Grantee shall follow all relevant State laws, rules, and regulations relating to reporting and audit requirements. In addition, this Contract is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment C).

33. **Disbursements:** As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
    (a) Implement adequate internal controls over disbursements.
    (b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee's accounting system.
    (c) Assure adequate control of signature stamps/plates.
    (d) Assure adequate control of negotiable instruments; and
    (e) Implement procedures to ensure that all account balances are solvent and reconcile the account monthly.

34. **Outsourcing/Assignability/Subcontracting:** The Grantee shall not subgrant or subcontract any of the work contemplated under this Contract without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subgrantee, subrecipient, or subcontractor. The Grantee is not relieved of any of the duties and responsibilities of this Contract. Furthermore, any subrecipient or subgrantee must agree to abide by the standards contained in this Contract and to provide all information to allow the Grantee to comply with these standards.

35. **Cap State-Funded Portion of Nonprofit Salaries:** Pursuant to Section 5.4 of Session Law 2023-134, no more than one hundred forty thousand dollars ($140,000) in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of the Grantee.

36. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone

number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other Party within 30 calendar days of such change.

Agency Contact Information	Grantee Contact Information
Vonda Martin Program Manager Grants & Outreach NC Division of Parks & Recreation 1615 Mail Service Center Raleigh, NC 27699-1615 919-707-9338 grants@ncparks.gov	Justin Luck Planning & Zoning Director City of Asheboro 146 North Church Street Asheboro, NC 27203 jluck@ci.asheboro.nc.us

37. **Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and understandings relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters shall be determined.

38. **Entire Agreement:** This Contract and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Contract and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

39. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Great Trails State Program Grant Agreement

In Witness Whereof, the Grantee and the Agency have executed this Contract in duplicate originals, with one original being retained by each Party.

Grantee: City of Asheboro

_____

Signature of Chief Elected Official Date

_____

Printed Name Title

(Notary Public Completes)

State of North Carolina

County of

On this _____ day of _____, 20___, _____ personally appeared before me the said named _____, in their capacity as _____ for Grantee, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: _____, 20_____.

(Seal Here)

Signature of Notary Public

Great Trails State Program Grant Agreement

North Carolina Department of Natural and Cultural Resources
Pamela B. Cashwell, Secretary

By:	**Director, NC Parks & Recreation**	
Department Head or Authorized Agent for Secretary Cashwell	**Title**	**Date**

North Carolina Source of Funds: Account Code: 56600188

Great Trails State Program Grant Agreement

Attachment A
Scope of Work

North Carolina Division of Parks and Recreation
Great Trails State Program

Grantee: City of Asheboro

Title of Project: North Asheboro Greenway Design and Engineering

Project Number: GTSP2025-0006

Contract Number: GTSP2025-0006

Amount of Grant: $134,000

Amount of Match: $67,000

Contact Person for Project: Justin Luck

Title: Planning & Zoning Director

Address: 146 North Church Street, Asheboro, NC 27203

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

Scope of Project: Deliverables include design/engineering services (prof. fees, design/construction drawings, maintenance, cost estimates)

Length of Project: 11/1/2025 through 10/31/2028

Schedule for funding drawdown: Grantee may submit drawdown requests quarterly, and grantee must submit detailed expenditure report and invoices quarterly to reconcile grant expenditures. Not more than 90% of the grant will be released until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The grant application and support documentation are, by reference, part of the Agreement.

Great Trails State Program Grant Agreement

Attachment B
Line-Item Budget and Narrative

Project Description

The North Asheboro Greenway is a proposed 1.8-mile corridor that starts at Vision Drive and extends northward along Hasketts Creek until it reaches West Central Avenue. The initial alignment prioritizes using existing sewer line easements and traversing floodplain areas. The potential route will pass through various landscapes, including commercial properties, large undeveloped residentially zoned lots, a multi-family housing development, and an existing public park. This project would advance the construction of the trail by providing the following services:

- Surveying
  - Identify the exact boundaries of properties the greenway will traverse. This is crucial for acquiring necessary easements and ensuring the trail does not encroach on private properties without permission.
  - Identify sensitive environmental areas, such as wetlands, floodplains, and habitats for protected species. This is essential for minimizing environmental impacts and obtaining necessary permits.
- Design + Engineering:
  - Develop detailed plans for the trail alignment, width, surface materials, and grading. The design must ensure accessibility, safety, and user comfort.
  - Design bridges, boardwalks, retaining walls, and other structural elements.
  - Create systems to manage stormwater runoff and prevent erosion.
  - Integrate the trail into the surrounding landscape through plantings, natural features, and aesthetic enhancements
  - Identify and plan for the relocation or protection of existing utilities
  - Create a plan for long term maintenance
- Cost Estimates and Phasing Plans:
  - Provide detailed cost estimates for all aspects of the project, including construction, materials, labor, and contingency funds.
  - Develop plans to implement the project in phases, if necessary, to align with funding availability and minimize disruption to the community.

These services are critical to ensure the North Asheboro Greenway is well-planned, environmentally responsible, cost-effective, and meets the desires of the community.

Project Budget (Design + Engineering)

Planning, Feasibility, Design, and Engineering Costs

Project Element	**Total Cost**
Design/Engineering Services (prof. fees, design/construct. drawings, maintenance, cost estimates)	$201,000
Total Costs:	**$201,000**

Non-State Match

Type of Match	Amount of Match	Source of Match	Availability
In-Kind Services or Labor	**$32,000**	City Staff Hours	Secured
Cash	**$35,000**	City of Asheboro General Fund	Secured

Budget Summary

Total Project Cost: $201,000

Total Non-State Match: $67,000

Total Grant Request: $134,000

County Tier Designation: Tier 2

Great Trails State Program Grant Agreement

Attachment C
Notice of Certain Reporting and Audit Requirements

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

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

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

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

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

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

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

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

Attachment D
State Grant Certification – No Overdue Tax Debts Form

THIS PAGE IS INTENTIONALLY LEFT BLANK AS A PLACEHOLDER FOR ATTACHMENT D. NON-PROFIT ORGNIZATIONS SHOULD USE PROVIDE A NO OVERDUE TAX DEBTS FORM CERTIFICATION WITH THEIR CONTRACT.

Attachment E
Waiver of Retroactivity

Not Applicable to City of Asheboro

ORDINANCE NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

ORDINANCE SETTING THE TIME AND DATES FOR REGULAR MEETINGS OF THE ASHEBORO CITY COUNCIL DURING THE 2026 CALENDAR YEAR

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

WHEREAS, the Asheboro City Council has concluded that its regular meetings in 2026 should continue to follow the procedure, which was previously adopted on December 5, 2024, of beginning at 6:00 p.m.

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

Section 1. During the 2026 calendar year, and subject to any notices to the contrary issued in accordance with the applicable statutes and ordinances, regular meetings of the Asheboro City Council will begin at 6:00 p.m. on the dates listed herein and will be held in the Council Chamber, which is located on the second floor in Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203.

Section 2. For purposes of clarity, the Asheboro City Council's schedule for regular meetings during the 2026 calendar year is printed below.

Month	Meeting Date
January	8th
February	5th
March	5th
April	9th
May	7th
June	4th
July	9th

August	6th
September	10th
October	8th
November	5th
December	10th

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

Section 4. This Ordinance shall become effective upon adoption and shall sunset at midnight on December 31, 2026.

This Ordinance was adopted in open session during a regular meeting of the Asheboro City Council held on December 4, 2025.

_____
David H. Smith, Mayor

ATTEST:

_____
Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND
THE WATER AND SEWER FUND
FY 2025-2026

WHEREAS, the City of Asheboro approved the execution of a Professional Services Agreement for a PFAS Evaluation and Assessment Study for the W.L. Brown Water Treatment Plant at the October 9, 2025 Council Meeting.

WHEREAS, the cost for the services is $498,884.

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 follow all generally accepted accounting principles.

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

That the following revenue line item be increased:

Account #	Description	Increase
30-000-399.0000	Fund Balance Allocation	$498,884

That the following expense line item increased:

Account #	Description	Increase
30-820-522.0000	Professional Services	$498,884

Adopted the 4th day of December 2025.

_____
David H. Smith, Mayor

ATTEST:

_____
Holly H. Doerr, CMC, NCCMC, City Clerk

CITY OF
ASHEBORO
NORTH CAROLINA

APPLICATION FOR PARADE PERMIT

In accordance with the Asheboro City Code, Section 97.04, application is hereby made for a parade permit. This permit must be received fourteen (14) days prior to the day of the parade.

Contact Name: WENDI MINK

Address:

Phone: 336·816·6472 E-mail: byminkology@gmail.com

Organization: MINKOLOGY

Address: 150 SUNSET AVE, ASHEBORO

Phone: 336·736·8015

Date of ~~Parade~~ EVENT: 12·13·25 Start Time: 900 End Time: 200

Number of Persons: UNKNOWN Number of Vehicles: 1 (~~HORSE TRAILER~~)

Streets Involved: NORTH ST.

Special officials and/or guests:

Insurance Company & Policy Number: STATE AUTO INS. / 1000572603 03

Any additional Information:

The undersigned agrees to hold the City of Asheboro and its officers, employees and agents free and harmless from and against any and all claims, losses, damages and settlements arising out of or relating to this parade. The undersigned agrees to investigate and provide defense for and defend any such claims at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless or false.

Signature of Authorized Representative: Wendi Mink

Internal Use Only

Police Department Recommendation:

City of Asheboro Approval By: Date:

113 NORTH STREET
CHRISTMAS EVENT
ROAD CLOSURES
Road Closure
Zoo City Social District
Ordinance Provisions:
Not Impacted
W SALISBURY ST
42
ALLEY
NORTH ST
N FAYETTEVILLE ST
TRADE ST
S FAYETTEVILLE ST
SUNSET AVE
Road Closures
Will Occur on
December 13, 2025
From
9AM to 2PM

2025 MUNICIPAL ELECTION
11/04/2025
ABSTRACT OF VOTES
FOR
RANDOLPH COUNTY, NORTH CAROLINA

INSTRUCTIONS
The county board shall prepare abstracts of all the ballot items in triplicate originals. The county board shall retain one of the triplicate originals, and shall distribute one each to the city or town clerk for the municipality and the State Board of Elections. The State Board of Elections shall forward the original abstract it receives to the Secretary of State. (GS § 163-182.6)

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

The County Board of Elections for said county, having opened, canvassed, and judicially determined the original returns of the election in the precincts in this county, held as above stated, do hereby certify that the attached is a true abstract thereof, and contains the number of legal ballots cast in each precinct for each office or referendum named, the name of each person or choice voted for, their party affiliation (where applicable), and the number of votes cast for each person or choice for the item named.

This is the 14th day of November, 2025.

Andrea Ashton
Board Chair

Allen R McNeill
Board Secretary

Andi Staines
Board Member

Margaret Megerian
Board Member

Paige Fuchs
Board Member

This day personally appeared before me, 14th of November 2025, Chairman of the County Board of Elections, who being duly sworn, says the abstract of votes herein contained is true and correct, according to the returns made to said Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this the 14th day of November, 2025.

Official Signature of Notary Public

Rose M. Lassiter
Printed/Typed Name of Notary Public

My Commission Expires: Aug. 15, 2026

ROSE M. LASSITER
NOTARY
(Seal)
PUBLIC
RANDOLPH COUNTY, NC

November 04, 2025 Municipal Election Results by Contest

Contest	Choice	Party	Total Votes	Election Day	Early Voting	Abs Mail	Provisional
CITY OF ASHEBORO MAYOR	Joey Trogdon		1,645	801	830	9	5
	Eddie Burks		1,174	542	618	11	3
CITY OF ASHEBORO CITY COUNCIL	Phil Skeen		1,623	743	866	9	5
	Phillip R. Cheek		1,594	740	841	8	5
	Mary Joan M. Pugh		1,424	625	783	14	2
	Kelly W. Heath		1,295	608	676	9	2
	Pamela Vuncannon		1,234	621	605	2	6
	Dave Thomas		1,197	577	609	7	4
	William (Bill) McCaskill		884	419	451	14	0
	Joel McClosky		794	431	357	6	0
TOWN OF FRANKLINVILLE MAYOR	Ben Harman		45	43	2	0	0
TOWN OF FRANKLINVILLE TOWN COMMISSIONER	William (Billy) Farias		49	45	4	0	0
	Richard D. Goodwin		44	41	3	0	0
	Sara Nieblas		41	38	3	0	0
	Joe Dawkins		17	12	5	0	0
TOWN OF LIBERTY MAYOR	Filmore York		170	163	6	0	1
TOWN OF LIBERTY TOWN COMMISSIONER	Tyson E. Nixon		167	164	2	0	1
	Terry L. Caviness		159	158	0	0	1
	Rebekkah Glass		143	136	6	0	1
	Larry Coble		134	127	4	1	2
TOWN OF RAMSEUR TOWN COMMISSIONER	David Neve		133	112	21	0	0
	Jesse Hembree		98	82	16	0	0
	Vicki Caudle (Write In)		56	46	10	0	0
	Diana Brower		46	38	7	1	0
CITY OF RANDLEMAN MAYOR	Gary B. Betts, Sr.		189	165	24	0	0
	J. W. Gaster		181	148	31	2	0
CITY OF RANDLEMAN ALDERMAN WARD 02	Melissa Allred Blalock		266	232	32	2	0
	Craig Hancock		96	74	22	0	0
CITY OF RANDLEMAN ALDERMAN WARD 03	Nancy R. Henderson		303	263	39	1	0
TOWN OF SEAGROVE MAYOR	David Robert Fernandez		53	49	4	0	0
TOWN OF SEAGROVE TOWN COMMISSIONER	Kevin McBride		51	49	2	0	0
	Ed Walker		36	33	3	0	0
	Sandra Walker		35	34	1	0	0
	Jeremy Steinhart		20	18	2	0	0

November 04, 2025 Municipal Election Results by Contest

Contest	Choice	Party	Total Votes	Election Day	Early Voting	Abs Mail	Provisional
TOWN OF STALEY MAYOR	Karen R. Scotton		26	25	1	0	0
TOWN OF STALEY TOWN COMMISSIONER	Brooke Boswell		29	28	1	0	0
	Lori Lynn Langley		28	27	1	0	0
	Sherri Martin		28	27	1	0	0
	Faye Johnson		27	26	1	0	0
	Renee Harrelson		25	24	1	0	0
CITY OF THOMASVILLE MAYOR	Raleigh York, Jr.		23	23	0	0	0
	JacQuez Johnson		18	15	3	0	0
	Wendy B. Sellars		7	7	0	0	0
CITY OF THOMASVILLE CITY COUNCIL	D. Hunter Thrift		26	26	0	0	0
	Doug Hunt		23	23	0	0	0
	Scott Styers		22	22	0	0	0
	Dana Skeen Lomba		20	17	3	0	0
	Kareem J. Grant, Sr.		19	16	3	0	0
	Ericka Sanders		19	16	3	0	0
	Adam Leisure		16	16	0	0	0
	Richard Flippin		9	6	3	0	0
	Joe Lambert		8	8	0	0	0
	Tommy Bryant		7	7	0	0	0
	Ed Craddock		7	7	0	0	0
ASHEBORO CITY SCHOOLS BOARD OF EDUCATION	Brad Thomas		1,694	758	921	12	3
	Mikayla Cassidy		1,441	689	737	8	7
	Michael D. Brown		1,356	603	745	6	2
	Hilda DeCortez		1,149	548	593	6	2

November 04, 2025 Municipal Election Results by Precinct

Precinct	Contest	Choice	Party	Total Votes	Election Day	Early Voting	Abs Mail	Provisional
TOTAL	CITY OF ASHEBORO MAYOR	Eddie Burks		1,174	542	618	11	3
		Joey Trogdon		1,645	801	830	9	5
	CITY OF ASHEBORO CITY COUNCIL	Phillip R. Cheek		1,594	740	841	8	5
		Kelly W. Heath		1,295	608	676	9	2
		William (Bill) McCaskill		884	419	451	14	0
		Joel McClosky		794	431	357	6	0
		Mary Joan M. Pugh		1,424	625	783	14	2
		Phil Skeen		1,623	743	866	9	5
		Dave Thomas		1,197	577	609	7	4
		Pamela Vuncannon		1,234	621	605	2	6
	TOWN OF FRANKLINVILLE MAYOR	Ben Harman		45	43	2	0	0
	TOWN OF FRANKLINVILLE TOWN COMMISSIONER	Joe Dawkins		17	12	5	0	0
		William (Billy) Farias		49	45	4	0	0
		Richard D. Goodwin		44	41	3	0	0
		Sara Nieblas		41	38	3	0	0
	TOWN OF LIBERTY MAYOR	Ellmore York		170	163	6	0	1
	TOWN OF LIBERTY TOWN COMMISSIONER	Terry L. Caviness		159	158	0	0	1
		Larry Coble		134	127	4	1	2
		Rebekkah Glass		143	136	6	0	1
		Tyson E. Nixon		167	164	2	0	1
	TOWN OF RAMSEUR TOWN COMMISSIONER	Vicki Caudle (Write-In)		56	46	10	0	0
		Diana Brower		46	38	7	1	0
		Jesse Hembree		98	82	16	0	0
		David Neve		133	112	21	0	0
	CITY OF RANDLEMAN MAYOR	Gary B. Betts, Sr.		189	165	24	0	0
		J.W. Gaster		181	148	31	2	0
	CITY OF RANDLEMAN ALDERMAN WARD 02	Melissa Allred Blalock		266	232	32	2	0
		Craig Hancock		96	74	22	0	0
	CITY OF RANDLEMAN ALDERMAN WARD 03	Nancy R. Henderson		303	263	39	1	0
	TOWN OF SEAGROVE MAYOR	David Robert Fernandez		53	49	4	0	0
	TOWN OF SEAGROVE TOWN COMMISSIONER	Kevin McBride		51	49	2	0	0
		Jeremy Steinhart		20	18	2	0	0
		Ed Walker		36	33	3	0	0

Precinct	Contest	Choice	Party	Total Votes	Election Day	Early Voting	Abs Mail	Provisional
TOTAL	TOWN OF SEAGROVE TOWN COMMISSIONER	Sandra Walker		35	34	1	0	0
	TOWN OF STALEY MAYOR	Karen R. Scotton		26	25	1	0	0
	TOWN OF STALEY TOWN COMMISSIONER	Brooke Boswell		29	28	1	0	0
		Renee Harrelson		25	24	1	0	0
		Faye Johnson		27	26	1	0	0
		Lori Lynn Langley		28	27	1	0	0
		Sherri Martin		28	27	1	0	0
	CITY OF THOMASVILLE MAYOR	JacQuez Johnson		18	15	3	0	0
		Wendy B. Sellars		7	7	0	0	0
		Raleigh York, Jr.		23	23	0	0	0
	CITY OF THOMASVILLE CITY COUNCIL	Tommy Bryant		7	7	0	0	0
		Ed Craddock		7	7	0	0	0
		Richard Flippin		9	6	3	0	0
		Kareem J. Grant, Sr.		19	16	3	0	0
		Doug Hunt		23	23	0	0	0
		Joe Lambert		8	8	0	0	0
		Adam Leisure		16	16	0	0	0
		Dana Skeen Lomba		20	17	3	0	0
		Ericka Sanders		19	16	3	0	0
		Scott Styers		22	22	0	0	0
		D. Hunter Thrift		26	26	0	0	0
	ASHEBORO CITY SCHOOLS BOARD OF EDUCATION	Michael D. Brown		1,356	603	745	6	2
		Mikayla Cassidy		1,441	689	737	8	7
		Hilda DeCortez		1,149	548	593	6	2
		Brad Thomas		1,694	758	921	12	3
AE	CITY OF ASHEBORO MAYOR	Eddie Burks		333	172	158	2	1
		Joey Trogdon		503	262	233	6	2
	CITY OF ASHEBORO CITY COUNCIL	Phillip R. Cheek		488	240	243	3	2
		Kelly W. Heath		362	191	170	1	0
		William (Bill) McCaskill		294	141	147	6	0
		Joel McClosky		265	153	110	2	0
		Mary Joan M. Pugh		383	196	181	5	1
		Phil Skeen		436	226	204	5	1

November 04, 2025 Municipal Election Results by Precinct

Precinct	Contest	Choice	Party	Total Votes	Election Day	Early Voting	Abs Mail	Provisional
AE	CITY OF ASHEBORO CITY COUNCIL	Dave Thomas		337	196	137	2	2
		Pamela Vuncannon		339	173	164	1	1
	ASHEBORO CITY SCHOOLS BOARD OF EDUCATION	Michael D. Brown		367	177	187	3	0
		Mikayla Cassidy		480	246	231	0	3
		Hilda DeCortez		373	189	182	1	1
		Brad Thomas		452	227	219	6	0
AN	CITY OF ASHEBORO MAYOR	Eddie Burks		229	111	114	4	0
		Joey Trogdon		238	119	119	0	0
	CITY OF ASHEBORO CITY COUNCIL	Phillip R. Cheek		268	126	140	2	0
		Kelly W. Heath		182	99	80	3	0
		William (Bill) McCaskill		102	42	57	3	0
		Joel McClosky		98	54	43	1	0
		Mary Joan M. Pugh		220	113	104	3	0
		Phil Skeen		300	143	156	1	0
		Dave Thomas		248	127	118	3	0
		Pamela Vuncannon		268	137	131	0	0
	ASHEBORO CITY SCHOOLS BOARD OF EDUCATION	Michael D. Brown		161	69	92	0	0
		Mikayla Cassidy		138	71	66	1	0
		Hilda DeCortez		105	56	48	1	0
		Brad Thomas		207	90	117	0	0
AS	CITY OF ASHEBORO MAYOR	Eddie Burks		229	89	136	2	2
		Joey Trogdon		324	155	166	2	1
	CITY OF ASHEBORO CITY COUNCIL	Phillip R. Cheek		326	143	179	1	3
		Kelly W. Heath		254	112	139	2	1
		William (Bill) McCaskill		168	86	79	3	0
		Joel McClosky		136	73	61	2	0
		Mary Joan M. Pugh		266	102	161	3	0
		Phil Skeen		364	153	208	0	3
		Dave Thomas		246	81	162	1	2
		Pamela Vuncannon		270	128	139	0	3
	ASHEBORO CITY SCHOOLS BOARD OF EDUCATION	Michael D. Brown		395	176	216	1	2
		Mikayla Cassidy		258	128	124	4	2
		Hilda DeCortez		200	104	94	2	0

Precinct	Contest	Choice	Party	Total Votes	Election Day	Early Voting	Abs Mail	Provisional
AS	ASHEBORO CITY SCHOOLS BOARD OF EDUCATION	Brad Thomas		448	196	248	2	2
AW	CITY OF ASHEBORO MAYOR	Eddie Burks		306	122	181	3	0
		Joey Trogdon		501	223	275	1	2
	CITY OF ASHEBORO CITY COUNCIL	Phillip R. Cheek		429	183	244	2	0
		Kelly W. Heath		423	170	249	3	1
		William (Bill) McCaskill		263	118	143	2	0
		Joel McClosky		270	134	135	1	0
		Mary Joan M. Pugh		469	173	292	3	1
		Phil Skeen		421	167	250	3	1
		Dave Thomas		302	135	166	1	0
		Pamela Vuncannon		288	138	147	1	2
	ASHEBORO CITY SCHOOLS BOARD OF EDUCATION	Michael D. Brown		381	161	219	1	0
		Mikayla Cassidy		528	227	296	3	2
		Hilda DeCortez		439	185	251	2	1
		Brad Thomas		528	222	303	2	1
BC	CITY OF ASHEBORO MAYOR	Eddie Burks		0	0	0	0	0
		Joey Trogdon		0	0	0	0	0
	CITY OF ASHEBORO CITY COUNCIL	Phillip R. Cheek		0	0	0	0	0
		Kelly W. Heath		0	0	0	0	0
		William (Bill) McCaskill		0	0	0	0	0
		Joel McClosky		0	0	0	0	0
		Mary Joan M. Pugh		0	0	0	0	0
		Phil Skeen		0	0	0	0	0
		Dave Thomas		0	0	0	0	0
		Pamela Vuncannon		0	0	0	0	0
	ASHEBORO CITY SCHOOLS BOARD OF EDUCATION	Michael D. Brown		24	7	16	1	0
		Mikayla Cassidy		12	5	7	0	0
		Hilda DeCortez		11	4	7	0	0
		Brad Thomas		27	9	16	2	0
DR	TOWN OF FRANKLINVILLE MAYOR	Ben Harman		45	43	2	0	0
	TOWN OF FRANKLINVILLE TOWN COMMISSIONER	Joe Dawkins		17	12	5	0	0
		William (Billy) Farias		49	45	4	0	0
		Richard D. Goodwin		44	41	3	0	0

Precinct	Contest	Choice	Party	Total Votes	Election Day	Early Voting	Abs Mail	Provisional
DR	TOWN OF FRANKLINVILLE TOWN COMMISSIONER	Sara Nieblas		41	38	3	0	0
	TOWN OF RAMSEUR TOWN COMMISSIONER	Vicki Caudle (Write-In)		0	0	0	0	0
		Diana Brower		0	0	0	0	0
		Jesse Hembree		0	0	0	0	0
		David Neve		0	0	0	0	0
	ASHEBORO CITY SCHOOLS BOARD OF EDUCATION	Michael D. Brown		0	0	0	0	0
		Mikayla Cassidy		0	0	0	0	0
		Hilda DeCortez		0	0	0	0	0
		Brad Thomas		0	0	0	0	0
GR	CITY OF ASHEBORO MAYOR	Eddie Burks		22	13	9	0	0
		Joey Trogdon		27	12	15	0	0
	CITY OF ASHEBORO CITY COUNCIL	Phillip R. Cheek		25	10	15	0	0
		Kelly W. Heath		20	6	14	0	0
		William (Bill) McCaskill		15	7	8	0	0
		Joel McClosky		3	1	2	0	0
		Mary Joan M. Pugh		35	16	19	0	0
		Phil Skeen		37	18	19	0	0
		Dave Thomas		22	15	7	0	0
		Pamela Vuncannon		24	16	8	0	0
	ASHEBORO CITY SCHOOLS BOARD OF EDUCATION	Michael D. Brown		17	7	10	0	0
		Mikayla Cassidy		12	7	5	0	0
		Hilda DeCortez		10	6	4	0	0
		Brad Thomas		18	7	11	0	0
LB	TOWN OF LIBERTY MAYOR	Filmore York		170	163	6	0	1
	TOWN OF LIBERTY TOWN COMMISSIONER	Terry L. Caviness		159	158	0	0	1
		Larry Coble		134	127	4	1	2
		Rebekkah Glass		143	136	6	0	1
		Tyson E. Nixon		167	164	2	0	1
LC	CITY OF RANDLEMAN MAYOR	Gary B. Betts, Sr.		3	3	0	0	0
		J.W. Gaster		0	0	0	0	0
	CITY OF RANDLEMAN ALDERMAN WARD 02	Melissa Allred Blalock		3	3	0	0	0
		Craig Hancock		0	0	0	0	0
	CITY OF RANDLEMAN ALDERMAN WARD 03	Nancy R. Henderson		3	3	0	0	0

Precinct	Contest	Choice	Party	Total Votes	Election Day	Early Voting	Abs Mail	Provisional
NM	CITY OF RANDLEMAN MAYOR	Gary B. Betts, Sr.		0	0	0	0	0
		J.W. Gaster		0	0	0	0	0
	CITY OF RANDLEMAN ALDERMAN WARD 02	Melissa Allred Blalock		0	0	0	0	0
		Craig Hancock		0	0	0	0	0
	CITY OF RANDLEMAN ALDERMAN WARD 03	Nancy R. Henderson		0	0	0	0	0
RM	TOWN OF RAMSEUR TOWN COMMISSIONER	Diana Brower		46	38	7	1	0
		Vicki Caudle (Write-In)		56	46	10	0	0
		Jesse Hembree		98	82	16	0	0
		David Neve		133	112	21	0	0
RN	CITY OF ASHEBORO MAYOR	Eddie Burks		29	23	6	0	0
		Joey Trogdon		28	18	10	0	0
	CITY OF ASHEBORO CITY COUNCIL	Phillip R. Cheek		30	20	10	0	0
		Kelly W. Heath		27	18	9	0	0
		William (Bill) McCaskill		25	18	7	0	0
		Joel McClosky		18	14	4	0	0
		Mary Joan M. Pugh		28	17	11	0	0
		Phil Skeen		26	15	11	0	0
		Dave Thomas		17	10	7	0	0
		Pamela Vuncannon		28	20	8	0	0
	CITY OF RANDLEMAN MAYOR	Gary B. Betts, Sr.		186	162	24	0	0
		J.W. Gaster		181	148	31	2	0
	CITY OF RANDLEMAN ALDERMAN WARD 02	Melissa Allred Blalock		263	229	32	2	0
		Craig Hancock		96	74	22	0	0
	CITY OF RANDLEMAN ALDERMAN WARD 03	Nancy R. Henderson		300	260	39	1	0
SO	TOWN OF SEAGROVE MAYOR	David Robert Fernandez		53	49	4	0	0
	TOWN OF SEAGROVE TOWN COMMISSIONER	Kevin McBride		51	49	2	0	0
		Jeremy Steinhart		20	18	2	0	0
		Ed Walker		36	33	3	0	0
		Sandra Walker		35	34	1	0	0
ST	TOWN OF STALEY MAYOR	Karen R. Scotton		26	25	1	0	0
	TOWN OF STALEY TOWN COMMISSIONER	Brooke Boswell		29	28	1	0	0
		Renee Harrelson		25	24	1	0	0
		Faye Johnson		27	26	1	0	0

Precinct	Contest	Choice	Party	Total Votes	Election Day	Early Voting	Abs Mail	Provisional
ST	TOWN OF STALEY TOWN COMMISSIONER	Lori Lynn Langley		28	27	1	0	0
		Shern Martin		28	27	1	0	0
SW	CITY OF ASHEBORO MAYOR	Eddie Burks		0	0	0	0	0
		Joey Trogdon		0	0	0	0	0
	CITY OF ASHEBORO CITY COUNCIL	Phillip R. Cheek		0	0	0	0	0
		Kelly W. Heath		0	0	0	0	0
		William (Bill) McCaskill		0	0	0	0	0
		Joel McClosky		0	0	0	0	0
		Mary Joan M. Pugh		0	0	0	0	0
		Phil Skeen		0	0	0	0	0
		Dave Thomas		0	0	0	0	0
		Pamela Vuncannon		0	0	0	0	0
TR	CITY OF THOMASVILLE MAYOR	JacQuez Johnson		18	15	3	0	0
		Wendy B. Sellars		7	7	0	0	0
		Raleigh York, Jr.		23	23	0	0	0
	CITY OF THOMASVILLE CITY COUNCIL	Tommy Bryant		7	7	0	0	0
		Ed Craddock		7	7	0	0	0
		Richard Flippin		9	6	3	0	0
		Kareem J. Grant, Sr.		19	16	3	0	0
		Doug Hunt		23	23	0	0	0
		Joe Lambert		8	8	0	0	0
		Adam Leisure		16	16	0	0	0
		Dana Skeen Lomba		20	17	3	0	0
		Ericka Sanders		19	16	3	0	0
		Scott Styers		22	22	0	0	0
		D. Hunter Thrift		26	26	0	0	0
UG	CITY OF ASHEBORO MAYOR	Eddie Burks		26	12	14	0	0
		Joey Trogdon		24	12	12	0	0
	CITY OF ASHEBORO CITY COUNCIL	Phillip R. Cheek		28	18	10	0	0
		Kelly W. Heath		27	12	15	0	0
		William (Bill) McCaskill		17	7	10	0	0
		Joel McClosky		4	2	2	0	0
		Mary Joan M. Pugh		23	8	15	0	0

November 04, 2025 Municipal Election Results by Precinct

Precinct	Contest	Choice	Party	Total Votes	Election Day	Early Voting	Abs Mail	Provisional
UG	CITY OF ASHEBORO CITY COUNCIL	Phil Skeen		39	21	18	0	0
		Dave Thomas		25	13	12	0	0
		Pamela Vuncannon		17	9	8	0	0
	ASHEBORO CITY SCHOOLS BOARD OF EDUCATION	Michael D. Brown		11	6	5	0	0
		Mikayla Cassidy		13	5	8	0	0
		Hilda DeCortez		11	4	7	0	0
		Brad Thomas		14	7	7	0	0

	0001_ASHEBORO BD EDUCATION ASHEBORO				0002_ASHEBORO MAYOR ASHEBORO		0003_ASHEBORO COUNCIL ASHEBORO								0004_FRANKLINVILLE MA	0005_FRANKLINVILLE COMM FRANKLINVILLE			
	Michael Brown	D. Mikayla Cassidy	Hilda DeCortez	Brad Thomas	Eddie Burks	Joey Trogdon	Phillip Chek	R. Chek	Kelly W. Heath	William (Billy) McCallum	Joel McCloskey	Jon Mary Pugh	Phillip Skeen	Dave Thomas	Pamela Vuncannon	Ben Harman	Joe Dawkins	William (Billy) Farris	R. Chardin	Gordwin	Sara Niebles
AE ASHEBORO EAST	367	480	373	452	333	503	488	362	294	265	383	436	337	339							
AN ASHEBORO NORTH	161	138	105	207	229	238	268	182	102	98	220	300	248	268							
AS ASHEBORO SOUTH	395	258	200	448	229	324	326	254	168	136	266	364	246	270							
AW ASHEBORO WEST	381	528	439	528	306	501	429	423	263	270	469	421	302	288							
BC BACK CREEK	24	12	11	27	0	0	0	0	0	0	0	0	0	0							
DR DEEP RIVER	0	0	0	0											45	17	49	44	41
GR GRANT	17	12	10	18	22	27	25	20	15	3	35	37	22	24					
RN RANDLEMAN					29	28	30	27	25	18	28	26	17	28					
SW SOUTHWEST					0	0	0	0	0	0	0	0	0	0					
UG UNION GROVE	11	13	11	14	26	24	28	27	17	4	23	39	25	17					
TOTALS	1356	1441	1149	1694	1174	1645	1594	1295	884	794	1424	1623	1197	1234	45	17	49	44	41

	0006_LIBERTY MAYOR LI	0007_LIBERTY COMMISSIONER LIBERTY				0008_RAMSEUR COMMISSIONER RAMSEUR			0009_RANDLEMAN MAYOR RANDLEMAN		0010_RANDLEMAN ALDER W2 RANDLEMAN		0011_RANDLEMAN ALDER W	0012_SEAGROVE MAYOR S		0013_SEAGROVE COMMISSIONER SEAGROVE				0014_STALEY MAYOR	
	Filmore York	Terry L. Cavines	Larry Cobble	Rebekkah Glass	Tyson Nixon	Diana Brower	Jesse Hembree	David Neve	B. Betts, Sr. Gary	J. W. Gaster	Allred Melissa Blalock	Craig Hancock	R. Henderson Nancy	David Fern Robert	Rodney Andrews	Kevin McBride	Jerry Stein Hart	Edward Walker	Sandra Walker	Kartrell Staley	R. Scott Staley
DR DEEP RIVER						0	0	0													
LC LEVEL CROSS									3	0	3	0	3								
LB LIBERTY	170	159	134	143	167																
NM NEW MARKET									0	0	0	0	0								
RM RAMSEUR						46	98	133													
RN RANDLEMAN									186	181	263	96	300								
SO SOUTHERN															53	51	20	36	35		
ST STALEY																				26	
TOTALS	170	159	134	143	167	46	98	133	189	181	266	96	303		53	51	20	36	35	26	

	0015_STALEY COMMISSIONER STALEY					0016_THOMASVILLE MAYOR THOMASVILLE			0017_THOMASVILLE COUNCIL THOMASVILLE										
	Brooke Bowell	Renee Harelson	Faye Johnson	Lori Lynn Langley	Sherri Martin	Jacque Johnson	Wendy Weller	Bill Sears	Ralleigh Yorkey, Jr.	Tommy Bryant	Edd Crabtree	Richard Flippin	Karen Jr. Grant, Sr.	Doug Hunt	Joe Lambert	Adam Leisure	Dana Lee Sneed	Erica Sanders	Scott Stykes	Hunter Thrift
ST STALEY	29	25	27	28	28														
TR TRINITY						18	7	23		7	7	9	19	23	8	16	20	19	22	26
TOTALS	29	25	27	28	28	18	7	23		7	7	9	19	23	8	16	20	19	22	26

RESOLUTION NUMBER 50 RES 12-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION OF APPRECIATION
CLARK ROBERTSON BELL
42 YEARS OF SERVICE

WHEREAS; CLARK ROBERTSON BELL IS A LIFELONG RESIDENT OF ASHEBORO, WITH EXCEPTION OF HIS TIME AT THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL, WHERE HE EARNED A BACHELOR OF ARTS IN SOCIOLOGY. HE CONTINUED HIS STUDIES AT NORTH CAROLINA CENTRAL UNIVERSITY EARNING HIS JURIS DOCTORATE, WITH HONORS. HE RETURNED TO ASHEBORO AND BEGAN PRACTICING LAW ON THE FAMED LAWYERS ROW; AND

WHEREAS; CLARK'S LAW CAREER IS BUILT ON DEFENDING CASES THAT MANY LAWYERS MIGHT RETREAT FROM. HIS EXPERIENCE DEFENDING THE MOST COMPLEX AND CHALLENGING CASES REQUIRES NOT ONLY EXTENSIVE LEGAL EXPERTISE BUT ALSO UNWAVERING DETERMINATION, SHARP INTUITION, AND A UNIQUE ABILITY TO NAVIGATE THE INTRICACIES OF THE JUSTICE SYSTEM. NOT ONLY IS HE KNOWN IN THE COMMUNITY FOR HIS SUCCESS IN THE COURTROOM, BUT AS A LAWYER WHO IS COMMITTED TO PROTECTING THE RIGHTS AND VOICES OF THE PEOPLE HE REPRESENTS. CLARK CARES DEEPLY FOR HIS CLIENTS, OFTEN TIMES GOING BEYOND HIS SCOPE OF PRACTICE TO ENSURE CLIENTS FEEL SEEN, HEARD, AND VALUED AS MEMBERS OF THE COMMUNITY; AND

WHEREAS; IN THE LEGAL COMMUNITY, CLARK IS A MEMBER OF THE NORTH CAROLINA BAR ASSOCIATION, THE RANDOLPH COUNTY BAR ASSOCIATION, AND THE AMERICAN BAR ASSOCIATION. HE WAS ELECTED BY THE LOCAL BAR TO SERVE ON THE STATE BAR COUNCIL, THE GOVERNING BODY OF THE NORTH CAROLINA STATE BAR. THROUGHOUT HIS CAREER, HE HAS SERVED ON NORTH CAROLINA STATE BAR AFFILIATED LEADERSHIP BOARDS. HE IS ALSO A MEMBER OF THE NATIONAL ASSOCIATION OF CRIMINAL DEFENSE LAWYERS, AND THE NATIONAL COLLEGE OF DUI DEFENSE. HE CONTINUES TO EXPAND HIS KNOWLEDGE THROUGH VARIOUS SEMINARS, CONFERENCES AND CONTINUING LEGAL EDUCATION COURSES; AND

WHEREAS; WITHIN THE COMMUNITY, CLARK HAS SERVED ON THE BOARD OF DIRECTORS FOR SEVERAL LOCAL NON-PROFIT ORGANIZATIONS, INCLUDING THE RANDOLPH COUNTY FAMILY CRISIS CENTER AND THE ASHEBORO/RANDOLPH CHAMBER OF COMMERCE. HE IS PASSIONATE ABOUT SUPPORTING COMMUNITY PROGRAMS SUCH AS HABITAT FOR HUMANITY, "KEEP RANDOLPH COUNTY BEAUTIFUL" WHERE CLARK IS OFTEN SEEN PICKING UP LITTER IN DOWNTOWN, UNITED WAY, THE NORTH CAROLINA ZOO, OUR DAILY BREAD, ASHEBORO JAYCEES, THE INDIGENT DEFENSE COMMITTEE, AND THE YMCA. THROUGH HIS WORK WITH THESE ORGANIZATIONS, HE IS COMMITTED TO MAKING A POSITIVE IMPACT ON THE COMMUNITY; AND

WHEREAS; CLARK IS DEEPLY ROOTED IN HIS CHRISTIAN FAITH AND HAS SERVED FAITHFULLY IN NUMEROUS CAPACITIES AT THE EPISCOPAL CHURCH OF THE GOOD SHEPHERD. HE HAS PREVIOUSLY LED SUNDAY SCHOOL, YOUTH GROUPS, AND SERVED ON THE CHURCH VESTRY. CURRENTLY, HE SERVES AS SENIOR WARDEN PARTNERING WITH THE RECTOR TO SERVE AND SUPPORT THE PARISH AND IS A REGULAR ACOLYTE AND LECTOR. HE SERVES IN THESE ROLES PROUDLY AND USES IT AS AN OPPORTUNITY TO CONNECT DEEPER WITH THE PARISHIONERS. EVERY SUNDAY, CLARK SHARES, "IT'S A GREAT DAY TO BE AT THE GOOD SHEPHERD;" AND

WHEREAS; THE PASSION FOR ASHEBORO AND INVOLVEMENT IN THE COMMUNITY NATURALLY LED HIM TO PURSUE A GREATER ROLE IN SHAPING THE FUTURE OF THE COMMUNITY. CLARK TURNED HIS DEDICATION INTO ACTION BY RUNNING AND WINNING A SEAT ON THE ASHEBORO CITY COUNCIL IN 2009. HIS COMMITMENT TO IMPROVING THE CITY AND REPRESENTING THE VOICES OF ITS CITIZENS EARNED HIM THE TRUST OF THE COMMUNITY. THROUGH HIS LEADERSHIP ON THE COUNCIL, CLARK HAS CHAMPIONED MANY INITIATIVES SUCH AS REVITALIZATION OF DOWNTOWN ASHEBORO, IMPROVEMENTS TO HOUSING AND NEIGHBORHOODS, LIMITING TAX INCREASES, ALL-AMERICAN CITY RECOGNITION, AND LEADING POST-PANDEMIC ECONOMIC GROWTH INITIATIVES SUCH AS THE ZOO CITY SOCIAL DISTRICT, THE CONE HEALTH ZOOCITY SPORTSPLEX AND THE RESTORATION OF HISTORIC MCCRARY PARK. CLARK IS OFTEN THE FIRST TO MAKE THE MOTION AND QUICK TO ENSURE PROCEDURE IS FOLLOWED ON ZONING CASES; AND

WHEREAS; CLARK HAS DEDICATED HIS LIFE TO THE SERVICE OF OTHERS. WHETHER FIGHTING FOR JUSTICE FOR CLIENTS AND FAMILIES, SERVING AS A VOLUNTEER OR GENEROUSLY CONTRIBUTING TO WORTHY CAUSES, HE HAS DEMONSTRATED A COMMITMENT TO MAKING ASHEBORO A BETTER PLACE THROUGH INFECTIOUS SPIRIT AND GENEROSITY. CLARK REMINDS US ALL, THE SPIRIT OF KINDNESS, AND THE PROFOUND IMPACT ONE INDIVIDUAL CAN HAVE WITHIN A COMMUNITY; AND

WHEREAS; CLARK BELL IS KNOWN FOR HIS WISE AND PERTINENT COUNSEL. "IF THE FACTS ARE ON YOUR SIDE, ARGUE THE FACTS. IF THE LAW IS ON YOUR SIDE, ARGUE THE LAW, AND WHEN ALL ELSE FAILS JUST ARGUE." CLARK IS A DEVOTED HUSBAND OF 40 YEARS TO HIS WIFE, DIANE HERION BELL AND A LOVING FATHER TO DAUGHTERS BLAKELY AND REBEKAH. HIS BEST ADVICE, "NEVER ARGUE WITH A FOOL IN PUBLIC, IT'S HARD TO TELL WHICH ONE IS THE FOOL."

NOW, THEREFORE BE IT RESOLVED, ON BEHALF OF THE CITIZENS OF CITY OF ASHEBORO, MAYOR WILLIAM JOSEPH TROGDON JR. AND THE CITY COUNCIL PUBLICLY COMMEND **CLARK ROBERTSON BELL** FOR HIS **42** YEARS OF FAITHFUL SERVICE TO THE CITIZENS OF ASHEBORO, N.C.

ADOPTED THIS THE 4TH DAY OF DECEMBER 2025

W. Joseph Trogdon Jr., Mayor

Eddie Burks

Mary Joan M. Pugh

Phillip R. Cheek

Phillip Skeen

Kelly Heath

Charles Swiers

RESOLUTION NUMBER 49 RES 12-25

CITY COUINCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION OF APPRECIATION
WALKER BASCUM MOFFITT
40 YEARS OF SERVICE

WHEREAS; WALKER BASCUM MOFFITT HAS SERVED THE CITIZENS OF CITY OF ASHEBORO FOR MORE THAN 40 YEARS. HIS ENTIRE LIFE HAS BEEN IN ASHEBORO WITH EXCEPTION OF HIS TIME AT NORTH CAROLINA STATE UNIVERSITY, WHERE HE EARNED DUAL BACHELORS DEGREES IN ECONOMICS AND BUSINESS MANAGEMENT. UPON GRADUATION, HE RETURNED HOME TO ASHEBORO AND ENTERED INTO THE CONSTRUCTION TRADES. WALKER WAS NEVER ONE TO STOP LEARNING. HE EARNED AND MAINTAINED LICENSES IN THE FOLLOWING FIELDS: PUBLIC UTILITY CONTRACTOR, UNLIMITED HIGHWAY CONTRACTOR, WATER TREATMENT PLANT OPERATOR, WATER DISTRIBUTION SYSTEM OPERATOR, NORTH CAROLINA REAL ESTATE BROKER, COMMERCIAL DRIVERS LICENSE HOLDER, AND LISCENSED PRIVATE PILOT WITH THE FEDERAL AVIATION ADMINISTRATION; AND

WHEREAS; EVER THE ENTREPRENEUR, WALKER ESTABLISHED MAPCO INC. A PUBLIC UTILITY AND HIGHWAY CONSTRUCTION COMPANY IN 1985. MAPCO WAS NAMED THE CHAMBER OF COMMERCE INDUSTRY OF THE YEAR IN 1997. AFTER SELLING THE COMPANY TO APAC, WALKER WAS RETAINED AS A CONSULTANT AND LATER SERVED AS THE PIEDMONT AREA MANAGER. HE WENT ON TO SERVE AS VICE PRESIDENT OF BUSINESS DEVELOPMENT AND GENERAL MANAGER FOR TRIANGLE GRADING AND PAVING. HE BECAME EXECUTIVE PROJECT MANAGER FOR SHARPE BROTHERS A DIVISION OF VECELLIO AND GROGAN INC. HE CURRENTLY SERVES AS PRESIDENT OF MOFFITTS INC. A REAL ESTATE DEVELOPMENT AND INVESTMENT COMPANY PROVIDING WORKFORCE HOUSING FOR THE REGION. HE IS ALSO OWNER AND BROKER IN CHARGE OF WALKER MOFFITT REAL ESTATE; AND

WHEREAS; WALKER'S BUSINESS ACUMEN IS MATCHED ONLY BY HIS DEEP COMMITMENT TO CIVIC AND COMMUNITY SERVICE. WITH DEEP RESOUNDING FAITH, WALKER IS A LIFELONG MEMBER OF CENTRAL GLOBAL METHODIST CHURCH. HE IS A MEMBER OF THE ASHEBORO/RANDOLPH CHAMBER OF COMMERCE, WHERE HE SERVED AS VICE PRESIDENT OF GOVERNMENTAL AFFAIRS, A GRADUATE OF LEADERSHIP RANDOLPH, AND A BOARD MEMBER FROM 1994 TO 2005. HE IS ALSO A FORMER MEMBER OF THE ASHEBORO ROTARY CLUB, WHERE HE WAS NAMED A PAUL HARRIS FELLOW. SERVING RANDOLPH COUNTY ON THE TAX AND EQUALIZATION REVIEW BOARD AND THE RANDOLPH COUNTY ECONOMIC DEVELOPMENT CORPORATION BOARD. HE IS A MEMBER OF THE NORTH CAROLINA RURAL WATER ASSOCIATION AND WAS APPOINTED TO THE CITY OF ASHEBORO PLANNING BOARD IN 1995, SERVING AS CHAIRMAN OF THE BOARD OF ADJUSTMENT UNTIL 2005; AND

WHEREAS; IN 2005 WALKER EMBARKED ON YET ANOTHER CAREER SUCCESSFULLY WINNING A SEAT AS A MEMBER OF CITY COUNCIL FOR THE CITY OF ASHEBORO, AND FOR 10 YEARS SERVING AS IT'S MAYOR PRO TEMP. DURING HIS TENURE, WALKER LED THE SUCCESSFUL REFERENDUM FOR ALCOHOL SALES IN ASHEBORO. A CONTROVERSIAL BUT PIVOTAL MOMENT, THAT MANY CONSIDER THE LYNCH PIN FOR ECONOMIC RECOVERY FOLLOWING THE GREAT RECESSION. THIS REFERENDUM OPENED THE DOOR FOR NEW RESTAURANTS, BUSINESSES, AND RESIDENTIAL IN THE DOWNTOWN; AND

WHEREAS; WALKER'S CONTRIBUTIONS TO DOWNTOWN REVITALIZATION CANNOT BE OVERSTATED. HE WORKED DILIGENTLY TO RELOCATE AND EXPAND THE ASHEBORO POST OFFICE CONVERTING THE FORMER FEDERAL BUILDING TO THE CITY'S CULTURAL AND RECREATION SERVICES OFFICE. SUNSET AVE WAS COMPLETELY REFURBISHED WITH NEW CROSSWALKS, MURALS AND PUBLIC ART. THE HISTORIC SUNSET THEATER RESTORED TO ITS FORMER GLORY. THE FORMER MCCRARY MILLS RECREATION CENTER WAS GIFTED TO THE CITY, REFURBISHED, AND NOW BUZZES WITH COMMUNITY ACTIVITY. EVEN DURING THE PANDEMIC, ASHEBORO CONTINUED TO INVEST IN ITSELF, REBUILDING MCCRARY PARK AND CREATING THE CONE HEALTH ZOOCITY SPORTSPLEX, WHICH NOW DRAWS MORE THAN 100,000 AMATEUR ATHLETES ANNUALLY; AND

WHEREAS; WALKER WAS APPOINTED TO REPRESENT THE CITY AND COUNTY AS A MEMBER OF THE PIEDMONT TRIAD RURAL PLANNING ORGANIZATION SERVING AS VICE-CHAIRMAN. IN THIS ROLE HE CHAMPIONED TAXIWAY, RUNWAY, AND AVIATION MUSEUM IMPROVEMENTS FOR THE ASHEBORO AIRPORT. HE WAS ALSO APPOINTED AS A MEMBER OF THE INTERSTATE 73/74/75 NATIONAL COMMITTEE FOR THE CONVERSION OF US 220 BYPASS TO INTERSTATE 73/74. DURING HIS TENURE HE PARTICIPATED IN ASHEBORO'S STRATEGIC AND LAND DEVELOPMENT PLANS OF 2000, 2010, AND 2020; AND

WHEREAS; WALKER WAS APPOINTED BY GOVERNOR JIM HUNT TO THE NORTH CAROLINA ZOOLOGICAL COUNCIL IN 1998 AND NAMED CHAIRMAN BY GOVERNOR ROY COOPER IN 2020. APPOINTED BY PRESIDENT PRO TEMPORE PHIL BERGER TO THE NC ZOO PARK FUNDING AND ORGANIZATION STUDY COMMITTEE. HIS WORK, ALONG WITH MANY OTHERS, WILL LAUNCH THE LARGEST EXPANSION OF THE NORTH CAROLINA ZOO WITH THE EXPANSION EXHIBITS OF ASIA, AND AMAZON EXHIBITS, AND THE RECONSTRUCTION OF THE AVIARY.

WHEREAS; WALKER MOFFITT IS KNOWN FOR HIS COLORFUL STORIES, WIT, AND LIFE LESSONS. WHEN HE SPEAKS, THE WHOLE ROOM LISTENS. HIS ADVICE TO ALL: "YOU CAN'T OUTSMART A MAN WHO AIN'T THINKING." A LIFELONG LEARNER, WALKER GIVES BACK TO HIS COMMUNITY AND IS A DEVOTED HUSBAND OF 45 YEARS TO HIS WIFE, JOANE WARD MOFFITT, A LOVING FATHER TO HIS SON BRYAN AND HIS WIFE CHRISTEN, AND A PROUD GRANDFATHER TO GRANDDAUGHTERS CHARLOTTE, CALLIE, AND CAMPBELL.

NOW, THEREFORE BE IT RESOLVED, ON BEHALF OF THE CITIZENS OF CITY OF ASHEBORO, MAYOR WILLIAM JOSEPH TROGDON JR. AND THE CITY COUNCIL PUBLICLY COMMEND **WALKER BASCUM MOFFITT** FOR HIS **40** YEARS OF FAITHFUL SERVICE TO THE CITIZENS OF ASHEBORO, N.C.

ADOPTED THIS THE 4TH DAY OF DECEMBER 2025

W. Joseph Trogdon Jr., Mayor

Eddie Burks

Mary Joan M. Pugh

Phillip R. Cheek

Phillip Skeen

Kelly Heath

Charles Swiers

RESOLUTION NUMBER 48 RES 12-25

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION OF APPRECIATION
DAVID HOWELL SMITH
48 YEARS OF SERVICE

WHEREAS; IN 1953 **DAVID HOWELL SMITH** MOVED TO ASHEBORO, N.C. AT THE TENDER AGE OF TWO MONTHS. HIS FATHER, PAUL SMITH ACCEPTED A POSITION IN HUMAN RESOURCES WITH BURLINGTON MILLS. DAVID ENTERED THE WORLD FIGHTING. BORN WITH A CLEFT PALLET AND CONTRACTED SPINAL MENINGITIS FROM POOR HOSPITAL HYGIENE STANDARDS. DOCTORS TOLD HIS PARENTS HE HAD A SLIM CHANCE OF SURVIVAL, IF HE SHOULD SURVIVE, HE MAY NEVER WALK. DAVID OVERCAME THOSE CHALLENGES. HIS FATHER OFTEN TOLD HIM *"HE MUST HAVE BEEN SAVED FOR SOMETHING SPECIAL"*; AND

WHEREAS; DAVID HAS LIVED HIS ENTIRE LIFE IN ASHEBORO, WITH EXCEPTION OF HIS TIME AT APPALACHIAN STATE UNIVERSITY, WHERE HE EARNED A DEGREE IN BUSINESS. UPON HIS RETURN, CIVIC ENGAGEMENT BECAME A CORNERSTONE OF HIS LIFE. BEGINNING HIS SERVICE IN 1977 AS A MEMBER OF ASHEBORO KIWANIS, HE WAS INSTRUMENTAL IN ORGANIZING KIWANIS ANNUAL PANCAKE DAYS SERVING MORE THAN 6,000 RESIDENTS. HE SERVED AS PRESIDENT OF THE CLUB IN 1991 AND LIEUTENANT GOVERNOR OF DISTRICT 8 IN 1994. HIS DEDICATION EARNED HIM THE PRESTIGIOUS HIXSON FELLOWSHIP FROM KIWANIS INTERNATIONAL IN 1997, FOR WHICH THE CLUB PRESENTED HIM WITH A LIFETIME MEMBERSHIP; AND

WHEREAS; DAVID IS A MEMBER OF FIRST UNITED METHODIST CHURCH, A COUNSELOR FOR METHODIST YOUTH FELLOWSHIP, BOY SCOUT TROOP LEADER AND INTERIM SCOUT MASTER. T-BALL AND BASKETBALL COACH AT THE YMCA, BOARD MEMBER OF REGIONAL CONSOLIDATED SERVICES, BOARD MEMBER AND CHAIRMAN OF CRIME STOPPERS IN 2007, PRESIDENT OF THE RANDOLPH COUNTY FRIENDS OF THE ZOO, AND CHAIRED THE "ZOO TO DO" EVENT, UNITED WAY FOUNDATION PRESIDENT IN 1994, AND MEMBER OF THE RANDOLPH ARTS GUILD. HE SPENT MANY YEARS RAISING FUNDS FOR AMERICAN LEGION BASEBALL ADMINISTERING THEIR CONCESSION OPERATIONS; AND

WHEREAS; DAVID'S ENTHUSIASM AND DEDICATION TO COMMUNITY SERVICE WERE RECOGNIZED EARLY ON BY THE ASHEBORO/RANDOLPH CHAMBER OF COMMERCE. HE IS A RECIPIENT OF THE NORTH CAROLINA JAYCEES DISTINGUISHED SERVICE AWARD. HE WAS NAMED CHAMBER OF COMMERCE VOLUNTEER OF THE YEAR IN 1996, ULTIMATELY BEING AWARDED THE PRESTIGIOUS CITIZEN OF THE YEAR AWARD IN 2003. HE THEN WENT ON TO SERVE AS THE CHAIRMAN OF THE CHAMBER BOARD OF DIRECTORS IN 2007. HE SERVED ON THE BOARD OF DIRECTORS FOR MORE THAN A DECADE, AND IS NOW PART OF THE EXCLUSIVE RED JACKET CLUB; AND

WHEREAS; DAVID BUILT A DISTINGUISHED CAREER IN BUSINESS AND ENTREPRENEURSHIP, OWNING AND OPERATING CREDIT BUREAU COLLECTION SYSTEMS FOR 35 YEARS, AND FOR THE PAST 28 YEARS AS THE PROPRIETOR OF UNITED WOOD PRODUCTS INC. KNOWN FOR HIS GUIDING PHILOSPPHY, "IF YOU DON'T INVEST IN YOUR CITY, WHO WILL?" LEADING BY EXAMPLE, HE PURCHASED AND REHABILITATED ONE OF THE FORMER MCCRARY TEXTILE BUILDINGS, WHICH NOW HOUSES THE FULL MOON OYSTER BAR AND MULTIPLE DOWNTOWN APARTMENTS. FOR THIS, AND MANY OTHER EFFORTS IN THE REVITALIZATION OF ASHEBORO'S DOWNTOWN, DAVID WAS HONORED AS NORTH CAROLINA'S MAINSTREET CHAMPION FOR 2025; AND

WHEREAS; DAVID EMBARKED ON ANOTHER CHAPTER OF SERVICE. THIS TIME IN PUBLIC OFFICE BY RUNNING AND WINNING A SEAT ON ASHEBORO CITY COUNCIL IN 1997. IN 1999 HE SPEARHEADED THE EFFORT TO DEVELOP BICENTENNIAL PARK, NOW RECOGNIZED AS THE CENTERPIECE OF DOWNTOWN ASHEBORO. HIS LEADERSHIP AND DEDICATION EARNED HIM TWO SUBSEQUENT REELECTIONS, DURING WHICH HE SERVED FOUR YEARS AS MAYOR PRO TEMPORE. IN 2009, AMID THE THROES OF THE GREAT RECESSION, DAVID WAS ELECTED TO HIS FIRST OF FOUR TERMS AS MAYOR OF THE CITY OF ASHEBORO; AND

WHEREAS; DURING ONE OF THE MOST CHALLENGING PERIODS IN ASHEBORO'S HISTORY, THE NEWLY ELECTED MAYOR LED A RENAISSANCE OF THE COMMUNITY HE SO DEEPLY LOVES. AT A TIME WHEN THE CITY WAS AMONG THE MOST ECONOMICALLY DEVASTATED COMMUNITIES IN AMERICA, HIS VISION AND DETERMINATION HELPED RESTORE CONFIDENCE AND PRIDE IN ASHEBORO'S FUTURE. UNDER HIS LEADERSHIP, SUNSET AVENUE WAS COMPLETELY REFURBISHED WITH NEW CROSSWALKS, MURALS, AND PUBLIC ART; THE HISTORIC SUNSET THEATRE WAS RESTORED TO ITS FORMER GLORY; AND THE FORMER MCCRARY MILLS RECREATION CENTER WAS GIFTED TO THE CITY, REFURBISHED, AND ONCE AGAIN BUZZES WITH COMMUNITY ACTIVITY. HE MIRRORED THAT SAME VISIONARY LEADERSHIP DURING THE CHALLENGES OF A GLOBAL PANDEMIC, AS ASHEBORO CONTINUED TO REINVEST, REBUILDING MCCRARY PARK AND DEVELOPING THE CONE HEALTH ZOOCITY SPORTSPLEX, DRAWING MORE THAN 100,000 AMATEUR ATHLETES EACH YEAR; AND

WHEREAS; THE DUTIES OF MAYOR ARE AS TREMENDOUS AS THEY ARE MUNDANE. MAYOR SMITH CAN BE SEEN PRESIDING OVER THE BOARD OF A MULTIMILLION-DOLLAR MUNICIPAL CORPORATION, CUTTING THE RIBBON FOR A NEW BUSINESS, MEETING WITH CITIZENS AT THE FARMERS MARKET ON MOST SATURDAYS, OR EVEN ASSISTING THE UNITED STATES ARMY WITH OPERATION ROBIN SAGE; AND

WHEREAS; WHEN DAVID WAS ASKED WHAT HIS HOBBIES ARE, HE PAUSED IN THOUGHT AND COULD NOT THINK OF ANY. LORRAINE, HIS LOVING WIFE OF MORE THAN 30 YEARS, DECLARED *"HIS HOBBY IS PEOPLE."* NO ONE SHALL QUESTION HIS LIFE HAS BEEN SPENT IN THE SERVICE OF HIS FELLOW MAN.

NOW, THEREFORE BE IT RESOLVED, ON BEHALF OF THE CITIZENS OF CITY OF ASHEBORO, MAYOR WILLIAM JOSEPH TROGDON JR. AND THE CITY COUNCIL PUBLICLY COMMEND **DAVID HOWELL SMITH** FOR HIS **48** YEARS OF FAITHFUL SERVICE TO THE CITIZENS OF ASHEBORO, N.C.

ADOPTED THIS THE 4TH DAY OF DECEMBER 2025

W. Joseph Trogdon Jr., Mayor

Eddie Burks

Mary Joan M. Pugh

Phillip R. Cheek

Phillip Skeen

Kelly Heath

Charles Swiers

INTEREST FORM/APPLICATION FOR APPOINTMENT TO CITY COUNCIL

ELIGIBILITY

A member of City Council must be a qualified voter, resident of the Asheboro Corporate Limits, and at least 21 years of age.

APPLICATION FILING REQUIREMENTS

Completed applications will be accepted in the City Clerk's office until 5:00 p.m. on JANUARY 9, 2026. A resume is recommended to be submitted with your interest form. Please include any additional information you believe to be relevant. Applications can be sent to the City Clerk via email at hdoerr@ci.asheboro.nc.us or delivered in person at City Hall, 146 N. Church St., Asheboro, NC 27203; the application must be signed to be considered.

PUBLIC INFORMATION

Becoming a candidate for public office means that information about you will become a matter of public record immediately. Documents submitted to the City during the course of the application period will be available to the public for inspection and/or copying.

DRAFT

Applications are due by Friday, January 9, 2026, by 5 p.m.

If completing the form by hand, please print clearly. Please submit your complete application to the City Clerk's Office at City Hall or by email:

DROP OFF: City Hall Attn. City Clerk, 146 N. Church St., Asheboro, NC 27203.
or
EMAIL: hdoerr@ci.asheboro.nc.us

Full Legal Name_____

Residential Address (not PO Box)_____

Phone _____ E-mail_____

You must be a qualified voter.
Do you meet this requirement? Yes ☐ No ☐

Do you live within the City Limits of the City of Asheboro? Yes ☐ No ☐

Do you intend to file as a candidate for office in the next election? Yes ☐ No ☐

Question #1: Why do you wish to serve the City in this capacity?

Question #2: Please indicate the special skills you may be able to offer:

Question #3: What community organizations or activities are you engaged with; please include your role, a brief description of your activities, and the dates of participation.

Question #4: What experience do you have with policymaking, legislation, budgeting, including in the private, public or non-profit sectors?

Question #5: Has a formal adjudication or determination of professional misconduct or criminal conduct ever been entered against you in any jurisdiction?

☐ **Yes** ☐ **No** **If yes, explain complete disposition.**

DRAFT

Question #6a: City council members are required to disclose potential conflicts under state ethics laws. Are there any potential conflicts of interest or other matters that would prevent you from fairly and impartially discharging your duties?

☐**Yes** ☐**No** **If yes, explain.**

Question #6b: List your current occupation and employer, along with any affiliated business interests, that may seek to contract with the city (if any).

NOTE: This information along with other material may be used by the City Council in making an appointment and in the event you are appointed, it may be used as a basis for a news release to identify you to the community.This form and any attachments are subject to inspection and copying by third parties as a matter of public record.

DRAFT

_____
Signature

_____
Date

Completed applications will be accepted in the City Clerk's office until 5:00 p.m. on JANUARY 9, 2026. A resume is recommended to be submitted with your interest form. Please include any additional information you believe to be relevant. Applications can be sent to the City Clerk via email at hdoerr@ci.asheboro.nc.us or delivered in person at City Hall, 146 N. Church St., Asheboro, NC 27203; the application must be signed to be considered. The city is not responsible for any materials not actually received by the city clerk.

RZ-25-20

Application to rezone property located at 777, 779, 787 & 803 Albemarle Road (Randolph County Parcel Identification Numbers 7750466579 & 7750464502). The request is to rezone from R7.5 to OA6 (CZ) Conditional Zoning District to allow a multi-family development.

Zoning Map Amendment: RZ-25-20
Staff Report prepared for Asheboro City Council
Date: December 4, 2025

1. Request	
Applicant: BLL Holdings, LLC	**Property Owner:** BLL Holdings, LLC
Zoning ***Existing:*** R7.5 ***Proposed:*** OA6 (CZ) Conditional Zoning ***History:*** None	
Required Notice ***Mailed Notice by Applicant:*** 10-14-25	
Mailed Notice by Staff:	11-18-25
Published Notice:	11-13-25 & 11-20-25
Posted Notice:	11-13-25

2. Site Information	
Location	777, 779, 787 & 803 Albemarle Road
PIN	7750466579 & 7750464502
Size	3.49 acres +/-
Jurisdiction	Corporate Limits
Current Land Use	Vacant (Two unoccupied dwellings are on the property).
Overlay Districts	None
Infrastructure	City utilities are available
Transportation	
Street Classification:	Minor Thoroughfare
Maintenance:	State
Other Notes:	Average Daily Traffic per NCDOT: 7,100 (2012 Capacity: 10,200). NCDOT reviewed and commented on the plan, indicating that roadway improvements will be warranted, but has not specified details on these. NCDOT expressed support for the sidewalk and prefers that it be located outside of the current public right-of-way, as shown on the site plan. See attached email from NCDOT.
Surrounding Land Use	
North:	Industrial
South:	Commercial
East:	Cemetery
West:	Commercial

3. Staff Analysis
1) The proposed use is Dwelling, Multiple Family, with a floor area of up to 33 percent, not to exceed 48 units
2) **OA6 District Statement of Intent:** The OA6 District is intended to produce moderate intensity office and residential development to serve adjacent residential areas and to provide a transition from residential to commercial uses. Land designated OA6 shall normally

be located with access to a minor thoroughfare or higher classification street with access to local residential streets discouraged.

3) **Relevant Zoning Ordinance Definitions:**
Dwelling/Residence, Multiple Family: A structure containing three or more dwelling units.
4) Proposed Floor Area Ratio (FAR) for the project is 30.4%. Multi-family development with a FAR between 22 and 43% requires either a Special Use Permit or Conditional Zoning approval and is subject to increased development standards, such as heightened requirements for building materials, stormwater control measures, a perimeter buffer, and landscaping around buildings (Section 5.05 (36) (see Attachment). The applicant chose to file a conditional rezoning request instead of a general district rezoning request and Special Use Permit. The site plan complies with and is conditioned to meet the same heightened requirements for a higher-density development that is required with a Special Use Permit.
5) The dwellings are located within three three-story buildings consisting of fiber cement as the primary material. There are 12 dwellings in two buildings and 24 dwellings in the third building. There are 12 one-bedroom units and 36 two-bedroom units proposed.
6) Three recreation areas are shown. Two are passive recreation areas, with picnic tables and grills on concrete pads. Staff has requested additional detail on the third area closest to Albemarle Road.

4. Modifications to Ordinance Regulations

1) (+) Sidewalk along Albemarle Rd.
2) (+) 99 parking spaces are required for residents and visitors. 102 are proposed.

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

A) The approved use shall be Dwelling, Multiple-Family, not to exceed 48 units.
B) All parties involved in this request, including the owner, successors, heirs, and assigns, agree to the conditions and approved site plan. Prior to the issuance of a Zoning Compliance Permit, the owner shall provide city staff with written acceptance of any zoning district conditions discussed and accepted during the public hearing.
C) The sidewalk parallel to Albemarle Road, extending the length of the subject property, may be located within the public right-of-way, subject to NCDOT approval, or on private property.
D) Pole mounted and/or wall mounted outdoor lighting shall comply with city ordinances and information on such lighting shall be provided to staff for review and approval prior to installation of this outdoor lighting.
E) If plans for solid waste disposal are deemed to be inadequate, the property owner shall be responsible for ensuring that additional facilities or measures are installed. Any such facilities shall be consistent with city policies and codes.
F) Changes related to locations of cluster box units (CBU) for mail delivery as required by USPS or NCDOT shall not be considered a modification of the conditional zoning district requiring council action.
G) All requirements of Section 5.05(36) shall apply.
H) The owner(s) of the Zoning Lot shall properly execute and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a

Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Zoning in the chain of title for the Zoning Lot.

6. Land Development Plan Consistency and Reasonableness	
Proposed Land Use Map	Commercial
Growth Strategy Map	Primary Growth
Small Area Map	Central
LDP Goals/Policies Supporting Request • Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance. • Checklist Item 4: The proposed rezoning is compatible with surrounding land uses. • Checklist Item 5: The proposed rezoning is compliant with the objectives of the Growth Strategy Map. • Checklist Item 6: Existing infrastructure is adequate to support the desired zone. • Checklist Item 8: The request is an adaptive reuse of a vacant or unused lot, or is an infill lot. • Checklist Items 12 - 14: 12.) Property is located outside of watershed; The property is located outside of Special Hazard Flood Area;14.) Rezoning is not located on steep slopes of greater than 20%.	
LDP Goals/Policies Not Supporting Request • Checklist Item 1: Rezoning is compliant with the Proposed Land Use Map.	

7. Recommendations and City Council Action Items	
Staff Recommendation	Approve, attaching conditions as summarized
Planning Board Recommendation	Approve, attaching conditions as summarized and subject to the applicant providing additional detail on the third recreational area.
Planning Board Plan Consistency and Reasonableness Statement	The zoning map amendment is consistent with Asheboro Land Development Plan, complying with the Growth Strategy Map and multiple goals, including the adaptive reuse of vacant properties and environmental protections such as stormwater control measures included in this request. The zoning map amendment is reasonable given the size and physical conditions of the property, the provision of a variety of housing opportunities close to employment and services, the reuse of the property afforded to the property owner, and the benefits to the public through the proposed sidewalk. The proposed sidewalk is recommended by both the city's Comprehensive Pedestrian Plan and Comprehensive Transportation Plan, and is also important to serve higher-density residential uses.

City Council Action Items	1) Adopt Plan Consistency and Reasonableness Statement 2) a) Recommend approval or denial of zoning map amendment RZ-25-20; rezone to OA6 (CZ) Conditional Zoning District to allow a multi-family development b) Attach zoning conditions as summarized or with modification.

Asheboro Zoning Ordinance Section 5.05(36)

Residential Development with Multiple Family Structures with a Gross Floor Area Ratio in Excess of 0.22 and Up to 0.43.

(1) Development shall comply with all applicable zoning and subdivision ordinance standards except as modified herein.

(2) Access shall be from a minor thoroughfare or higher classification street.

(3) No parking shall be permitted within the first 25 feet of the required front yard.

(4) Overflow parking spaces for visitors shall be provided. One overflow parking space shall be provided for every ten (10) required parking spaces within the development.

(5) Parking of recreational vehicles, including but not limited to watercraft, travel trailers, and campers, is not permitted unless such parking occurs within an entirely enclosed structure that complies with the requirements of the Zoning Ordinance.

(6) Within the required front yard, there shall be planted and maintained one tree which is not less than six feet in height at the time of planting, for each twenty linear feet of street frontage or portion thereof, and one evergreen shrub for each ten linear feet of street frontage or portion thereof. The balance of the required front yard shall be covered with evergreen ground cover or mulch.

(7) A Type D buffer or screen shall be provided adjacent to single or two-family uses or zoning districts. A Type A buffer or screen shall be provided adjacent to all other uses or zoning districts.

(8) Foundation plantings consisting of evergreen shrubs shall be installed along the entire front foundation wall of each building. Plant installation shall be a minimum of two feet in height planted at six-foot intervals.

(9) All Facades: One hundred (100) percent of the area below the facia of any building, excluding trim and similar architectural detailing but including doors and windows, shall be finished with any Building Code approved material except:

(a) Unfinished wood, concrete block (except split-faced block), vinyl siding, metal panels, metal painted panels and any metal panel with "rib" or "u" configuration.

(b) Laminated, composite or press board wood type materials composed of layers of firmly united wood materials made by bonding or impregnating superposed layers with resin and compressed under heat.

(10) All multifamily structures less than three (3) stories in height using a sloped roof shall have a minimum slope of 5 in 12 on the principal roof. All multifamily structures not using a sloped roof shall have a parapet wall above the roof of at least three (3) feet in height.

(11) Stormwater control measures designed by a licensed professional in accordance with the current North Carolina Department of Environmental Quality Stormwater BMP Manual shall be provided. Measures shall control the ten-year post-development peak discharge rates to pre-development peak flow rates. Prior to a Certificate of Occupancy, a licensed professional shall provide certification that the storm water control measures were built according to the plans. Any open water retention or drainage areas shall be managed to control mosquitos. The maintenance of all runoff control measures shall be the responsibility of the property owner.

(12) The minimum recreation ratio may be satisfied with a mixture of indoor and outdoor amenity space, provided that no more than fifty (50) percent of the recreated space is located within an enclosed structure.

(13) A full-time on-site manager shall be provided for multifamily dwellings with a total of 75 units or more. A permanent office shall be provided for the manager. The floor area contained in the on-site manager's office shall not be counted in the total FAR.

From: Kimes, Tyler J
To: John Evans
Cc: Justin Luck; Richardson, Justin T
Subject: RE: [External Sender] [External] Proposed multi-family (48 apartments) at 779 and 803 Albemarle Road
Date: Tuesday, October 14, 2025 2:10:32 PM
Attachments: image003.png
image004.png
image006.png

John,

Good deal. And my apologies for the confusion, yes it looks like he is planning to connect the 803 parcel with this one so that is great! You can void my previous comment about interconnectivity.

Thanks,

Tyler Kimes, EI
Senior Assistant District Engineer
NCDOT Highway Division 8
District 1 - District Office

336-318-4000 – Office
336-318-4005 – Direct
Tjkimes@ncdot.gov

300 DOT Drive
Asheboro, NC 27205

From: John Evans <jevans@ci.asheboro.nc.us>
Sent: Tuesday, October 14, 2025 12:58 PM
To: Kimes, Tyler J <tjkimes@ncdot.gov>
Cc: Justin Luck <jluck@ci.asheboro.nc.us>; Richardson, Justin T <jtrichardson@ncdot.gov>
Subject: RE: [External Sender] [External] Proposed multi-family (48 apartments) at 779 and 803 Albemarle Road

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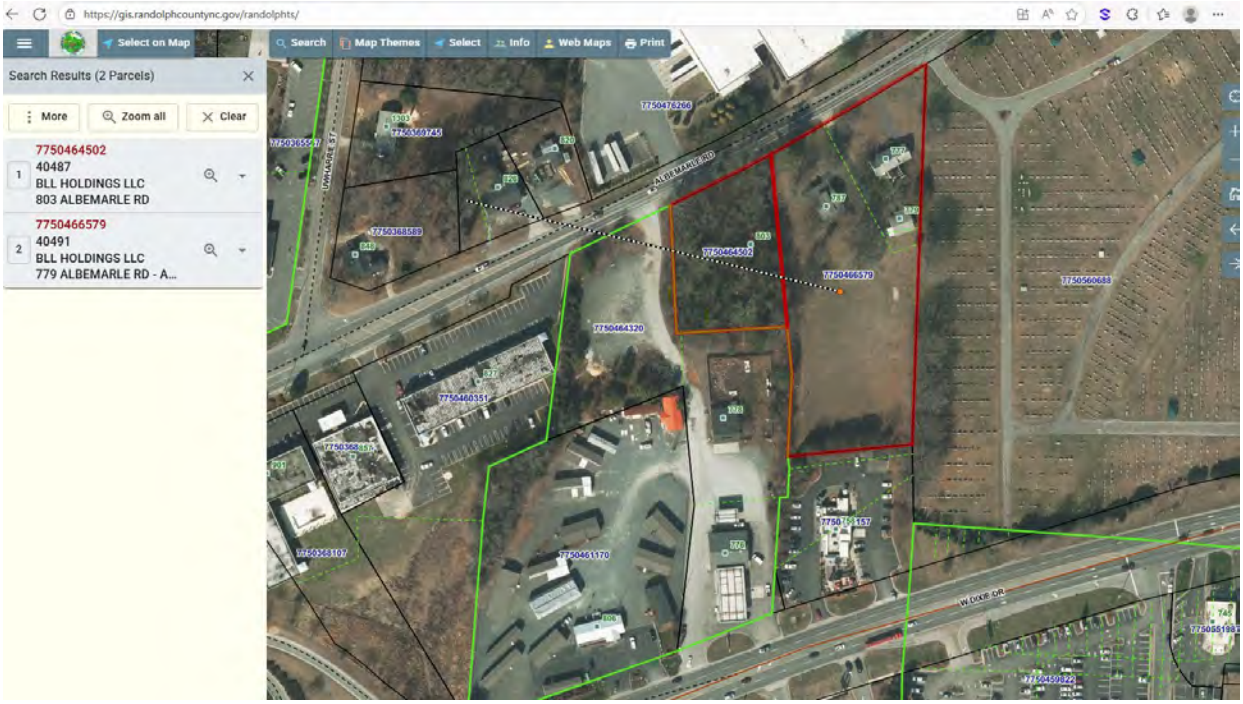
Thank you very much for this information, Tyler. We will share this with the applicant. On previous zoning approvals, we have had conditions worded to state that there be a sidewalk required along the roadway either within the right-of-way or on private property. That way, if NCDOT has concerns with issuing an encroachment agreement or topography doesn't allow for it, we have an alternative for a sidewalk on the applicant's property parallel to the roadway.

I do have one question on the connectivity before sharing this with the applicant. There is only one driveway for both parcels, which are outlined in red below. **Is there some other connectivity that needs to be shown?** The other properties are the BP gas station, and the Burger King located on W. Dixie Drive.



Also, thanks for letting me know about those personnel changes. I didn't realize Jeron had retired, or that Jen wasn't working in your office, but we wish them both the best. I will certainly include Justin Richardson in the emails, and we look forward to continuing to work with him in his new position, as well as yourself.

Thanks!
John

John L. Evans, AICP, CZO
Community Development Director
City of Asheboro
146 North Church Street
Asheboro, NC 27203
336-626-1201 Ext. 2325 (phone)
336-626-1218 (fax)
http://www.asheboronc.gov | *Note: Development-related fees will change effective January 1, 2025.*

E-mail correspondence to and from this sender is subject to North Carolina Public Records Law and may be disclosed to third parties.

From: Kimes, Tyler J <tjkimes@ncdot.gov>
Sent: Tuesday, October 14, 2025 9:10 AM
To: John Evans <jevans@ci.asheboro.nc.us>
Cc: Justin Luck <jluck@ci.asheboro.nc.us>; Richardson, Justin T <jtrichardson@ncdot.gov>
Subject: RE: [External Sender] [External] Proposed multi-family (48 apartments) at 779 and 803 Albemarle Road

John,

Thank you for sending this. An NCDOT driveway permit will be needed for this site. Assuming that this is the same owner developing 803 Albemarle Rd, I highly recommend interconnectivity and utilizing a shared driveway connection to serve these two parcels. I do anticipate roadway improvements being warranted given the proposed 48 dwellings and the ADT on Albemarle Rd (7,100 VPD).

You are correct STIP limits stop prior to this parcel. It would be great if sidewalk could be placed outside of the Right of Way, but it is allowed within it. The property line should match the right of way line on a new plat. This is a requirement in some municipalities.

If you would, please email our District Engineer, Mr. Justin Richardson, and myself going forward. Jeron has retired and Jen is no longer working in our office.

If you have any questions please don't hesitate to ask.
Thanks!

Tyler Kimes, EI
Senior Assistant District Engineer
NCDOT Highway Division 8
District 1 - District Office

336-318-4000 – Office
336-318-4005 – Direct
Tjkimes@ncdot.gov

300 DOT Drive
Asheboro, NC 27205

From: John Evans <jevans@ci.asheboro.nc.us>
Sent: Monday, October 13, 2025 4:34 PM
To: Monroe, Roosevelt J <rjmonroe@ncdot.gov>; Kimes, Tyler J <tjkimes@ncdot.gov>; Britt, Jennifer L <jlbritt1@ncdot.gov>
Cc: Justin Luck <jluck@ci.asheboro.nc.us>
Subject: [External] Proposed multi-family (48 apartments) at 779 and 803 Albemarle Road

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Good Afternoon Everyone:

I wanted to share with you a proposal on the Planning Board agenda on November 3 and City Council agenda on December 4. This is located 779 and 803 Albemarle Road, about 0.2 miles east of I-73/74. This includes 48 dwellings, with 12 one-bedroom and 36 two-bedroom units. A few items I wanted to get your thoughts on:

1. The Comprehensive Transportation Plan and Pedestrian Plan recommends a sidewalk for this location, so we plan to recommend that a sidewalk be added to the plan along Albemarle Road. There is not curb and gutter along Albemarle Road currently. It doesn't appear that there are improvements proposed on the current STIP. On Appendix C-8, on page 81 of the PDF here, it shows that the existing right-of-way is "Adequate". **Do you prefer that the sidewalk be located within the right-of-way or on the property parallel to Albemarle Road?**
2. It also appears that there is overlap between the public right-of-way and the property line indicated on the site plan. **Do you have any comment on that?**
3. **Are there any other comments that you would like us to share with the applicant, Planning Board or City Council?**

Thanks!
John

John L. Evans, AICP, CZO
Community Development Director
City of Asheboro
146 North Church Street
Asheboro, NC 27203
336-626-1201 Ext. 2325 (phone)
336-626-1218 (fax)
http://www.asheboronc.gov | *Note: Development-related fees will change effective January 1, 2025.*

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Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

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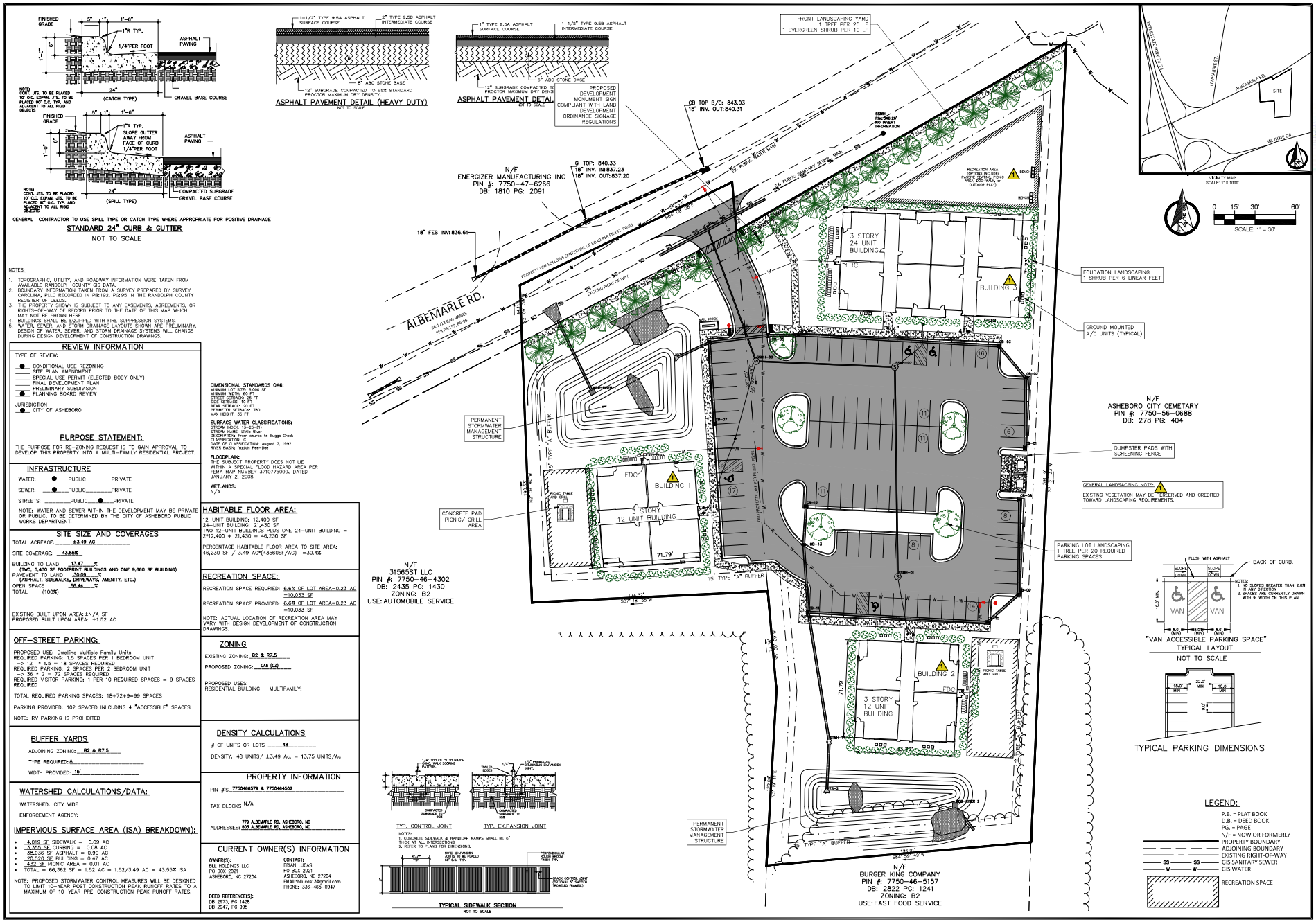


NOTES:

1. TOPOGRAPHIC, UTILITY, AND ROADWAY INFORMATION WERE TAKEN FROM AVAILABLE RANDOLPH COUNTY GIS DATA.
2. BOUNDARY INFORMATION TAKEN FROM A SURVEY PREPARED BY SURVEY CAROLINA, P.L.L.C RECORDED IN PB:192, PG:95 IN THE RANDOLPH COUNTY REGISTER OF DEEDS.
3. THE PROPERTY SHOWN IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO THE DATE OF THIS MAP WHICH MAY NOT BE SHOWN HERE.
4. BUILDINGS SHALL BE EQUIPPED WITH FIRE SUPPRESSION SYSTEMS.
5. WATER, SEWER, AND STORM DRAINAGE LAYOUTS SHOWN ARE PRELIMINARY. DESIGN OF WATER, SEWER, AND STORM DRAINAGE SYSTEMS WILL CHANGE DURING DESIGN DEVELOPMENT OF CONSTRUCTION DRAWINGS.

REVIEW INFORMATION

TYPE OF REVIEW:

- ● CONDITIONAL USE REZONING
- ___ SITE PLAN AMENDMENT
- ___ SPECIAL USE PERMIT (ELECTED BODY ONLY)
- ___ FINAL DEVELOPMENT PLAN
- ___ PRELIMINARY SUBDIVISION
- ● PLANNING BOARD REVIEW

JURISDICTION

- ● CITY OF ASHEBORO

PURPOSE STATEMENT:

THE PURPOSE FOR RE-ZONING REQUEST IS TO GAIN APPROVAL TO DEVELOP THIS PROPERTY INTO A MULTI-FAMILY RESIDENTIAL PROJECT.

INFRASTRUCTURE

WATER: ● PUBLIC ___ PRIVATE

SEWER: ● PUBLIC ___ PRIVATE

STREETS: ___ PUBLIC ● PRIVATE

NOTE: WATER AND SEWER WITHIN THE DEVELOPMENT MAY BE PRIVATE OR PUBLIC, TO BE DETERMINED BY THE CITY OF ASHEBORO PUBLIC WORKS DEPARTMENT.

SITE SIZE AND COVERAGES

TOTAL ACREAGE: ±3.49 AC

SITE COVERAGE: 43.55%

BUILDING TO LAND 13.47 %
(TWO, 5,430 SF FOOTPRINT BUILDINGS AND ONE 9,660 SF BUILDING)
PAVEMENT TO LAND 30.09 %
(ASPHALT, SIDEWALKS, DRIVEWAYS, AMENITY, ETC.)
OPEN SPACE 56.44 %
TOTAL (100%)

EXISTING BUILT UPON AREA: ±N/A SF
PROPOSED BUILT UPON AREA: ±1.52 AC

OFF-STREET PARKING:

PROPOSED USE: Dwelling Multiple Family Units
REQUIRED PARKING: 1.5 SPACES PER 1 BEDROOM UNIT
--> 12 * 1.5 = 18 SPACES REQUIRED
REQUIRED PARKING: 2 SPACES PER 2 BEDROOM UNIT
--> 36 * 2 = 72 SPACES REQUIRED
REQUIRED VISITOR PARKING: 1 PER 10 REQUIRED SPACES = 9 SPACES REQUIRED

TOTAL REQUIRED PARKING SPACES: 18+72+9=99 SPACES

PARKING PROVIDED: 102 SPACED INLCUDING 4 "ACCESSIBLE" SPACES

NOTE: RV PARKING IS PROHIBITED

BUFFER YARDS

ADJOINING ZONING: B2 & R7.5

TYPE REQUIRED: A

WIDTH PROVIDED: 15'

WATERSHED CALCULATIONS/DATA:

WATERSHED: CITY WIDE

ENFORCEMENT AGENCY:

IMPERVIOUS SURFACE AREA (ISA) BREAKDOWN):

- 4,019 SF SIDEWALK = 0.09 AC
- 3,355 SF CURBING = 0.08 AC
- 38,036 SF ASPHALT = 0.90 AC
- 20,520 SF BUILDING = 0.47 AC
- 432 SF PICNIC AREA = 0.01 AC
- TOTAL = 66,362 SF = 1.52 AC = 1.52/3.49 AC = 43.55% ISA

NOTE: PROPOSED STORMWATER CONTROL MEASURES WILL BE DESIGNED TO LIMIT 10-YEAR POST CONSTRUCTION PEAK RUNOFF RATES TO A MAXIMUM OF 10-YEAR PRE-CONSTRUCTION PEAK RUNOFF RATES.

DIMENSIONAL STANDARDS OA6:
MINIMUM LOT SIZE: 6,000 SF
MINIMUM WIDTH: 60 FT
STREET SETBACK: 25 FT
SIDE SETBACK: 10 FT
REAR SETBACK: 20 FT
PERIMETER SETBACK: 150
MAX HEIGHT: 35 FT

SURFACE WATER CLASSIFICATIONS:
STREAM INDEX: 13-26-1(1)
STREAM NAME: Little River
DESCRIPTION: From source to Suggs Creek
CLASSIFICATION: C
SUBJECT TO NRCA?: No
RIVER BASIN: Yadkin Pee-Dee

FLOODPLAIN:
THE SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA PER FEMA MAP NUMBER 3710775000J DATED JANUARY 2, 2008.

WETLANDS:
N/A

HABITABLE FLOOR AREA:

12-UNIT BUILDING: 12,400 SF
24-UNIT BUILDING: 21,430 SF
TWO 12-UNIT BUILDINGS PLUS ONE 24-UNIT BUILDING = 2*12,400 + 21,430 = 46,230 SF

PERCENTAGE HABITABLE FLOOR AREA TO SITE AREA:
46,230 SF / 3.49 AC*(43560SF/AC) =30.4%

RECREATION SPACE:

RECREATION SPACE REQUIRED: 6.6% OF LOT AREA=0.23 AC =10,033 SF

RECREATION SPACE PROVIDED: 6.6% OF LOT AREA=0.23 AC =10,033 SF

NOTE: ACTUAL LOCATION OF RECREATION AREA MAY VARY WITH DESIGN DEVELOPMENT OF CONSTRUCTION DRAWINGS.

ZONING

EXISTING ZONING: B2 & R7.5

PROPOSED ZONING: OA6 (CZ)

PROPOSED USES:
RESIDENTIAL BUILDING – MULTIFAMILY;

DENSITY CALCULATIONS

OF UNITS OR LOTS 48

DENSITY: 48 UNITS/ ±3.49 Ac. = 13.75 UNITS/Ac

PROPERTY INFORMATION

PIN #'S 7750466579 & 7750464503

TAX BLOCKS N/A

ADDRESSES: 779 ALBEMARLE RD, ASHEBORO, NC
803 ALBEMARLE RD, ASHEBORO, NC

CURRENT OWNER(S) INFORMATION

OWNER(S):
BLL HOLDINGS LLC
PO BOX 2021
ASHEBORO, NC 27204

CONTACT:
BRIAN LUCAS
PO BOX 2021
ASHEBORO, NC 27204
EMAIL:bllucas138@mail.com
PHONE: 336-465-0947

DEED REFERENCE(S):
DB 2973, PG 1428
DB 2947, PG 995

GREEN MOUNTAIN ENGINEERING, PLLC
1A WENDY CT
GREENSBORO, NC 27409
Tel: 336.294.9394
CERTIFICATE #F-0826
www.greenmountaineng.net

SEALS:

PRELIMINARY PLAN NOT FOR CONSTRUCTION

APPLICANT/DEVELOPER/OWNER:

BLL Holdings, LLC
PO Box 2021
Asheboro, NC 27204
Phone:336-465-0947
email:bllucas138@gmail.com

779 & 803 ALBEMARLE ROAD

STATE: NORTH CAROLINA
COUNTY: RANDOLPH
MUNICIPALITY: ASHEBORO
TOWNSHIP: ASHEBORO

PARCEL ID: 7750-46-4502
7750-46-6579

DESIGNED BY: GME

CHECKED BY: GME

DATE: OCTOBER 24, 2025

PROJECT: 25-006

REVISIONS:

NOVEMBER 19, 2025

1 ADD BUILDING NUMBERS, ADD BENCHES & NOTES IN RECREATION AREA AT BUILDING 3, ADD GENERAL LANDSCAPING NOTE REGARDING PRESERVATION OF EXISTING VEGETATION.

811
CALL 811 BEFORE YOU DIG!

SHEET TITLE:
RZ PLAN

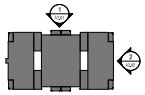
SCALE: 1" = 30'

SHEET NO.:
RZ-1.00

2 SIDE 2 ELEVATION
3/16" = 1'-0"

1 REAR ELEVATION
3/16" = 1'-0"

KEY PLAN



ELEVATIONS NOTES

1. PROVIDE DRIP CAP FLASHING AT ALL WINDOW & DOOR HEADS.
2. REFER TO FLOOR PLANS & SCHEDULES FOR DOOR AND WINDOW SIZES AND LOCATIONS.
3. PROVIDE FLASHING AS REQUIRED TO PREVENT THE PENETRATION OF WATER INTO THE EXTERIOR SHELL OF THE BUILDING.
4. ACCESSIBLE ROUTES - ADJUST FINISHED GRADING & SLOPE WALKWAYS UP TO PORCH LANDINGS AT ALL EXTERIOR COMMON ENTRIES. COORDINATE REQUIREMENTS WITH CIVIL ENGINEERING DOCUMENTS.
5. SEE SPECIFICATIONS, GENERAL NOTES AND DETAILS FOR MORE INFORMATION.
6. WINDOW SUPPLIER TO PROVIDE TEMPERED GLAZING AS REQUIRED PER SECTION 2406 OF THE 2018 IBC.
7. PROVIDE 2" NOMINAL ADHERED BRICK VENEER AT AREAS OF MASONRY THAT OCCUR ABOVE THE THIRD FLOOR LEVEL. ADHERED BRICK VENEER TO MATCH STANDARD BRICK USED BELOW IN BOTH APPEARANCE AND PROJECTION FROM STUD WALL FUR OUT STUD WALLS AS REQUIRED.
8. EXTERIOR MATERIALS, DETAILING, AND COLORS TO WRAP CORNER AT ALL BAY CONDITIONS AND TERMINATE AT THE INSIDE CORNER, UNLESS NOTED OTHERWISE.
9. CONTROL JOINTS SHOULD OCCUR AT INSIDE CORNER WHERE WALLS MEET AND WHERE SHOWN ON ELEVATIONS. EXTEND UP ENTIRE MASONRY VENEER FACE, UNLESS NOTED OTHERWISE.
10. SEAL ALL WALL PENETRATIONS WITH MEMBRANE FLASHING AT SURFACE OF EXTERIOR SHEATHING.
11. PROVIDE 3/8" JOINT SPACE WITH SEALANT INTERFACE BETWEEN DISSIMILAR EXTERIOR FINISHES.
12. GENERAL CONTRACTOR TO CONSOLIDATE AND ALIGN (VERTICALLY AND HORIZONTALLY) ALL DRYERS AND EXHAUST VENTS. COORDINATE WITH MEP, ARCHITECTURAL AND STRUCTURAL.
13. CONFIRM EXTERIOR SIGNAGE LOCATIONS WITH THE OWNER AND PROVIDE BLOCKING AND POWER REQUIRED. COORDINATE EXTERIOR FINISH INSTALLATION WITH SIGNAGE AS NECESSARY.

FINISH SCHEDULE

ISSUE DATE:
THESE PLANS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF BSB DESIGN. NO REPRODUCTION OR USE WITHOUT WRITTEN PERMISSION.
REVISIONS

ALBEMARLE ROAD APARTMENTS
803 ALBEMARLE ROAD

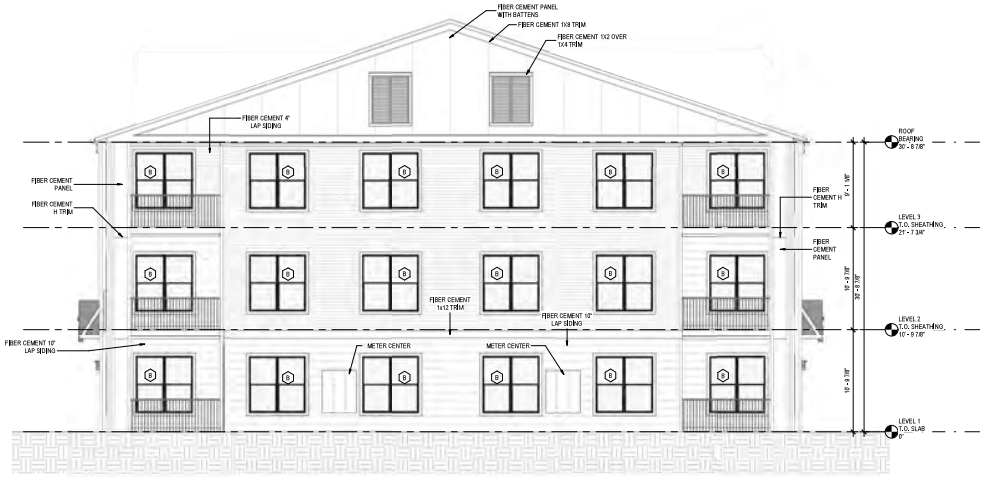
SCHEMATIC DESIGN - NOT FOR CONSTRUCTION

BSB DESIGN
www.bsbdesign.com
701 West Sixth Avenue, Suite 210
Oklahoma, North Carolina 74403
(405) 372-2119

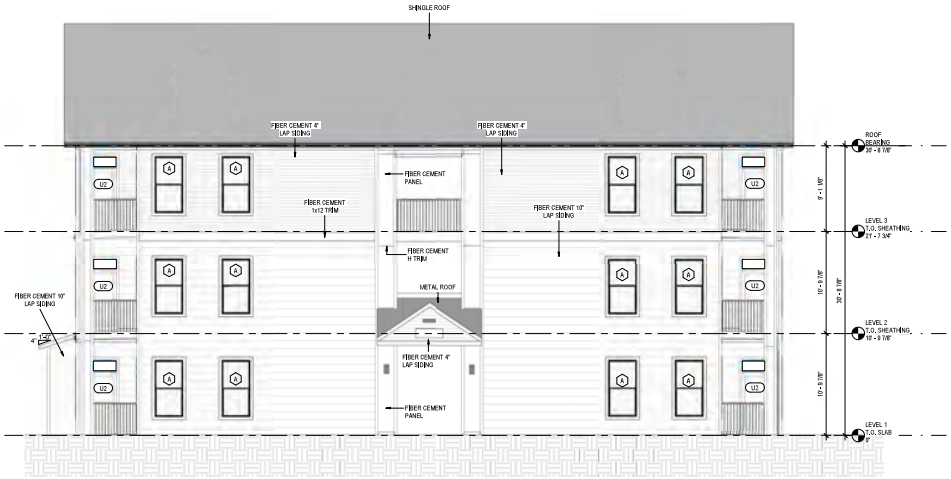
JOB ID:
DRAWN: CHECKED:

BUILDING A ELEVATIONS

ZA-01

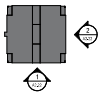


2 SIDE 2 ELEVATION
3/16" = 1'-0"



1 REAR ELEVATION
3/16" = 1'-0"

KEY PLAN



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ALBEMARLE ROAD APARTMENTS

803 ALBEMARLE ROAD

BSB DESIGN
www.bsbdesign.com
701 West Sixth Avenue, Suite 210
Oakboro, North Carolina 28202
704.296.2919

JOB ID:
DRAWN: CHECKED:

BUILDING B ELEVATIONS

ZA-02

ACCESSIBILITY NOTES & LEGEND

REFER TO ACCESSIBILITY SHEETS REQUIREMENTS FOR GRAB BAR BLOCKING. PROVIDE LETHI PLYWOOD SHEATHING OR SOLID 2x WOOD BLOCKING BETWEEN WALL STUDS FOR FUTURE INSTALLATION OF GRAB BARS AROUND TOILETS, TUBS AND SHOWERS.

REFER TO GRAB BAR REINFORCEMENT BLOCKING REQUIREMENT WHERE INDICATED

REFER TO CLEAR FLOOR SPACE REQUIREMENT WHERE INDICATED

UNIT PLAN NOTES

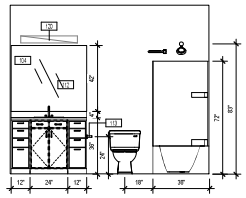
1. REFER TO ASSEMBLY PLAN SHEETS FOR FURTHER INFORMATION ON OVERALL FLOOR LAYOUT AND DISTRIBUTION OF VARIOUS UNIT TYPES.
2. ALL NON-DIMENSIONED PARTITIONS ARE 3 1/2" ROUGH.
3. ALL ANGLES PARTITIONS ARE 45 DEGREES UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE OF STUDS OR TO FACE OF CONCRETE, UNLESS OTHERWISE NOTED.
5. REFER TO ASSEMBLY CONSTRUCTION TYPES FOR WALL, FLOOR/CEILING AND CEILING/ROOF TYPES ON A0.01.
6. REFER TO A0.01 SHEETS FOR FURTHER INFORMATION ON WALLS, FLOOR/CEILING AND ROOF FIRE RATED CONSTRUCTION ASSEMBLIES.
7. ALL TRUSSES TO BEAR ON EXTERIOR WALLS AND/OR GIRDER TRUSSES UNLESS OTHERWISE NOTED ON PLANS.
8. WINDOW SUPPLIER TO VERIFY SILL HEIGHT NOT LESS THAN 24" ABOVE FLOOR.
9. WINDOW SUPPLIER TO VERIFY LOCATIONS OF SAFETY GLAZING PER SECTION 2406 OF THE 2018 IBC.
10. PROVIDE FIREBLOCKING AND DRAFTSTOPPING AT ALL LOCATIONS REQUIRED BY THE 2018 IBC BUILDING CODE AND LOCAL AMENDMENTS.
11. ALL FRAMING LUMBER IN CONTACT WITH CONCRETE SHALL BE PRESSURE-TREATED.
12. WALL AND CEILING FINISHES SHALL MEET THE FLAME SPREAD AND SMOKE DEVELOPED REQUIREMENTS PER CHAPTER 8 OF THE 2018 INTERNATIONAL BUILDING CODE.
13. ONLY THE GROUND FLOOR SHALL BE CONCRETE. ALL TENANT SPACE FLOORS SHALL BE FINISHED PER PLANS.
14. G.C. TO COORDINATE ALL PLUMBING /MECHANICAL /FIRE PROTECTION PENETRATIONS THROUGH FLOORS /WALLS WITH MEP/FP ENGINEERING AND STRUCTURAL DRAWINGS.
15. SEE MECHANICAL AND ELECTRICAL DRAWINGS FOR RELATED ITEMS.
16. SEE STRUCTURAL DRAWINGS FOR RELATED ITEMS.
17. FOR ADDITIONAL NOTES SEE DETAILS.
18. PROVIDE BLOCKING FOR GRAB BARS, CABINETS, ETC, AS REQUIRED. SEE A0.11 & A0.12 FOR GRAB BAR BLOCKING REQUIREMENTS.
19. SEE SHEETS A0.11-A0.13 FOR ADDITIONAL ACCESSIBILITY REQUIREMENTS.

UNIT PLAN LEGEND

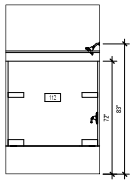
101	DOOR TAG
3	WINDOW TAG
1 A0.0	INTERIOR ELEVATION TAG
1 W2	WALL ASSEMBLY TAG
2	WALL TYPE TAG
	ACCESSIBLE CLEAR FLOOR SPACE

UNIT KEY NOTES

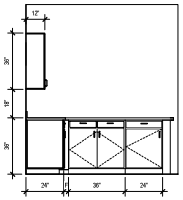
KEY VALUE	KEYNOTE TEXT
101	MICROWAVE WITH RECIRCULATING HOOD
102	MICROWAVE (NOT PROVIDED BY OWNER AS NEEDED)
104	MIRROR
105	DISHWASHER
106	OVEN
107	REFRIGERATOR
108	REMOVABLE BASE CABINET, COUNTER TO BE SELF SUPPORTING WITHOUT CABINET, FLOORING TO RUN UNDER CABINET
110	GRAB BAR, REFER TO ACCESSIBILITY SHEET A0.06
111	LOCKABLE PANTRY
112	PRE-FABRICATED SHOWER UNIT, REFER TO ACCESSIBILITY SHEET A0.06
113	TOILET PAPER HOLDER
114	TOWEL BAR
116	INSTALL SO THE TOP OF SINK RIM AND COUNTER IS 34" MAX A.F.F.
120	LIGHT FIXTURE, SEE ELECTRICAL AND INTERIORS



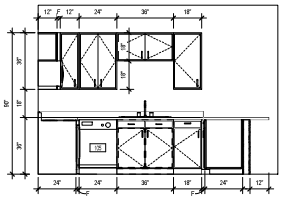
7 A1 BATHROOM 1 ELEVATION 2
3/8" = 1'-0"



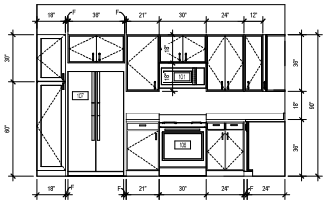
6 A1 BATHROOM 1 ELEVATION 1
3/8" = 1'-0"



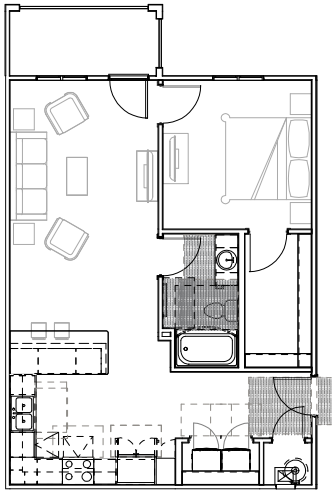
5 A1 KITCHEN ELEVATION -3
3/8" = 1'-0"



4 A1 KITCHEN ELEVATION 2
3/8" = 1'-0"

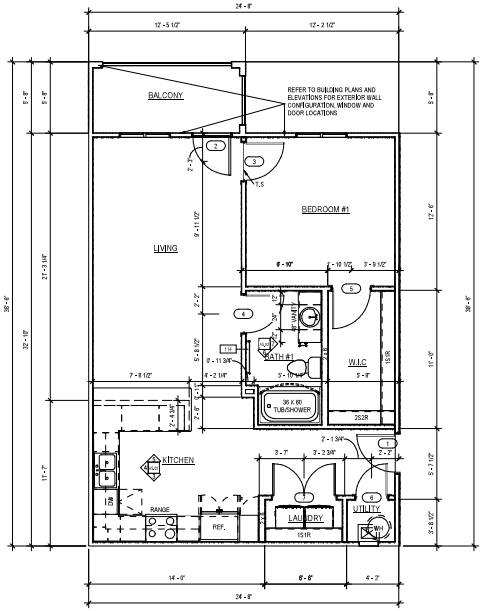


3 A1 KITCHEN ELEVATION 1
3/8" = 1'-0"



2 A1 UNIT CLEAR FLOOR SPACE PLAN
1/4" = 1'-0"

ANSI TYPE-B, OPTION-A



1 A1 UNIT PLAN
1/4" = 1'-0"

ISSUE DATE:

REVISIONS

SCHEMATIC DESIGN - NOT FOR CONSTRUCTION

ALBEMARLE ROAD APARTMENTS

803 ALBEMARLE ROAD

BSB DESIGN

www.bsbdesign.com

701 West Sixth Avenue, Suite 210
Oklahoma, North Carolina 28450
704.296.2019

JOB NO:
DRAWN: CHECKED:

A1 UNIT PLANS AND ELEVATIONS

ZA-03

ACCESSIBILITY NOTES & LEGEND

REFER TO ACCESSIBILITY SHEETS REQUIREMENTS FOR GRAB BAR BLOCKING. PROVIDE LETHIN PLYWOOD SHEATHING OR SOLID 2x WOOD BLOCKING BETWEEN WALL STUDS FOR FUTURE INSTALLATION OF GRAB BARS AROUND TOILETS, TUBS AND SHOWERS.

REFER TO GRAB BAR REINFORCEMENT BLOCKING REQUIREMENT WHERE INDICATED

REFER TO CLEAR FLOOR SPACE REQUIREMENT WHERE INDICATED

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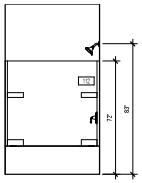
15. SEE MECHANICAL AND ELECTRICAL DRAWINGS FOR RELATED ITEMS.
16. SEE STRUCTURAL DRAWINGS FOR RELATED ITEMS.
17. FOR ADDITIONAL NOTES SEE DETAILS.
18. PROVIDE BLOCKING FOR GRAB BARS, CABINETS, ETC, AS REQUIRED. SEE A0.11 & A0.12 FOR GRAB BAR BLOCKING REQUIREMENTS.
19. SEE SHEETS A0.11-A0.13 FOR ADDITIONAL ACCESSIBILITY REQUIREMENTS.

UNIT PLAN LEGEND

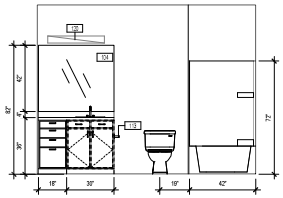
- 101 — DOOR TAG
- 3 — WINDOW TAG
- 101A — INTERIOR ELEVATION TAG
- 1 #12 — WALL ASSEMBLY TAG
- 4 — WALL TYPE TAG
- ACCESSIBLE CLEAR FLOOR SPACE

UNIT KEY NOTES

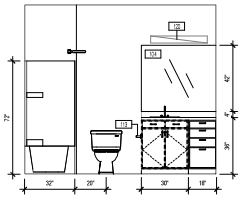
KEY VALUE	KEYNOTE TEXT
101	MICROWAVE WITH RECIRCULATING HOOD
102	MICROWAVE ANSI, PROVIDED BY OWNER AS NEEDED
104	MIRROR
105	DISHWASHER
106	OVEN
107	REFRIGERATOR
108	REMOVABLE BASE CABINET, COUNTER TO BE SELF SUPPORTING WITHOUT CABINET, FLOORING TO RUN UNDER CABINET
110	GRAB BAR, REFER TO ACCESSIBILITY SHEET A0.06
111	LOCKABLE PANTRY
112	PRE-FABRICATED SHOWER UNIT, REFER TO ACCESSIBILITY SHEET A0.06
113	TOILET PAPER HOLDER
114	TOWEL BAR
118	INSTALL SO THE TOP OF SINK RIM AND COUNTER IS 34" MAX A.F.F.
120	LIGHT FIXTURE, SEE ELECTRICAL AND INTERIORS



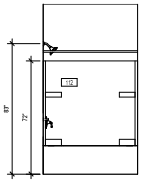
9 B2 BATHROOM 1 ELEVATION 4
3/8" = 1'-0"



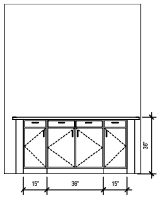
8 B2 BATHROOM 1 ELEVATION 3
3/8" = 1'-0"



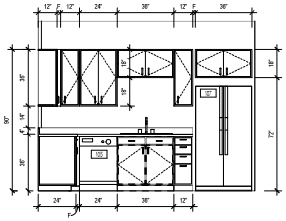
7 B2 BATHROOM 2 ELEVATION 2
3/8" = 1'-0"



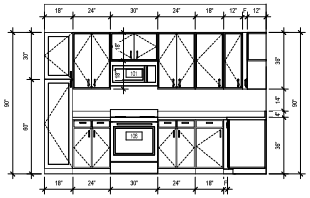
6 B2 BATHROOM 2 ELEVATION 1
3/8" = 1'-0"



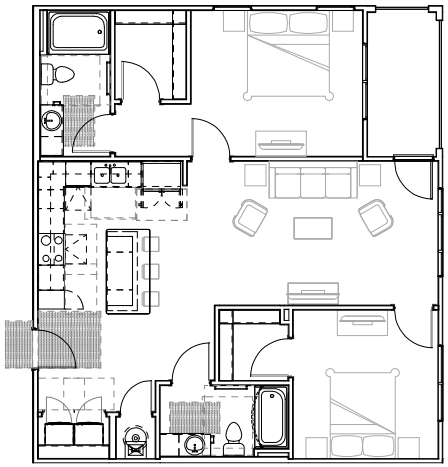
5 B2 KITCHEN ELEVATION 3
3/8" = 1'-0"



4 B2 KITCHEN ELEVATION 2
3/8" = 1'-0"

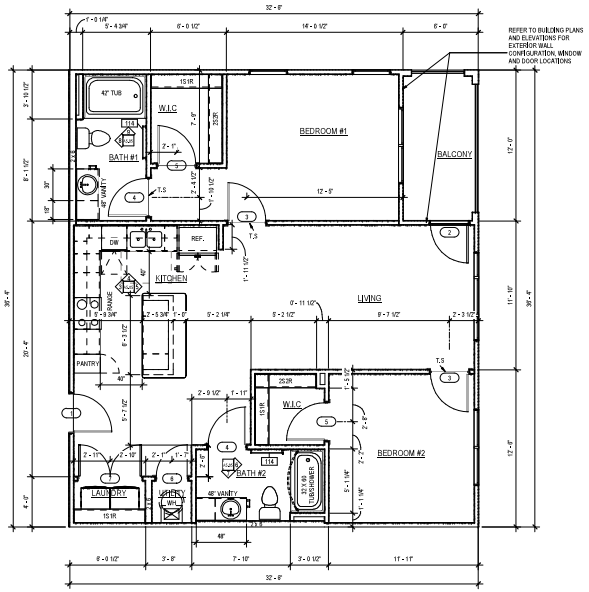


3 B2 KITCHEN ELEVATION 1
3/8" = 1'-0"



2 B2 UNIT CLEAR FLOOR SPACE PLAN
1/4" = 1'-0"

ANSI TYPE-B, OPTION-A



1 B2 UNIT PLAN
1/4" = 1'-0"

ISSUE DATE:

RESIDENCE

SCHEMATIC DESIGN - NOT FOR CONSTRUCTION

ALBEMARLE ROAD APARTMENTS

803 ALBEMARLE ROAD

BSB DESIGN

www.bsbdesign.com

700 West Summit Avenue, Suite 210
Charlotte, North Carolina 28202
704.376.1555

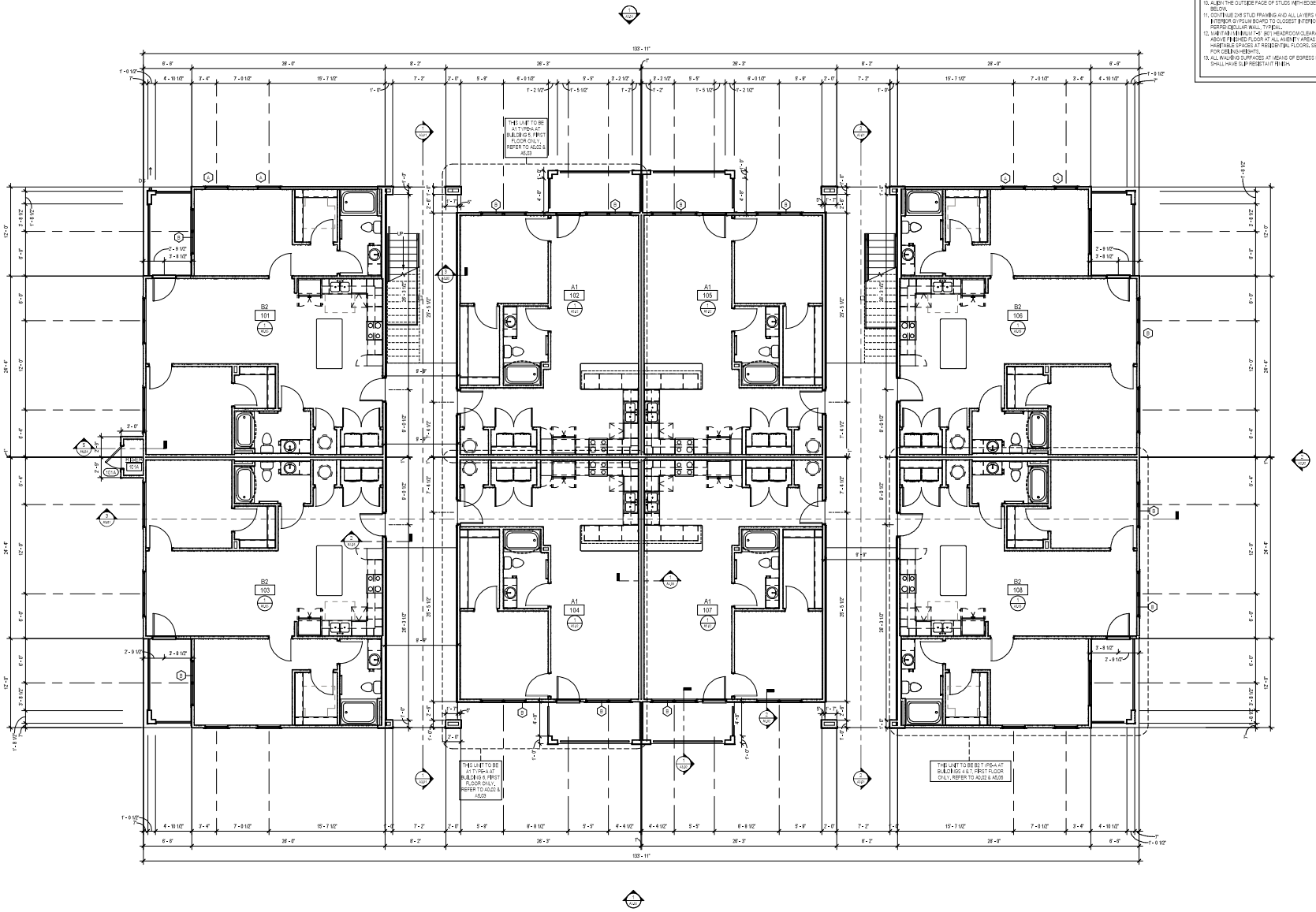
JOB #:
DRAWN: PROJMGR: VR
CHECKED:

B2 UNIT PLANS AND ELEVATIONS

ZA-04

BUILDING PLAN NOTES

1. SEE EDGE OF SLAB PLANS AND UNIT PLANS FOR ADDITIONAL DIMENSIONS AND OTHER INFORMATION.
2. COORDINATE ALL WORK WITH ALL ARCHITECTURAL, STRUCTURAL, CIVIL, MECHANICAL, ELECTRICAL, PLUMBING AND LANDSCAPE DRAWINGS AND SPECIFICATIONS.
3. NOTIFY ARCHITECT IMMEDIATELY IN WRITING OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION. NO SINGLE SHEET REPRESENTS ALL THE INFORMATION REQUIRED TO BUILD ANY PORTION OF THE BUILDING FOR ANY TRADE.
4. GC IS RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES WITH THE FULL SET OF CONSTRUCTION DOCUMENTS.
5. SEE A0.1 SERIES SHEETS FOR ADDITIONAL GENERAL NOTES.
6. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
7. REFERENCE STRUCTURAL DRAWINGS FOR BEARING WALL LOCATIONS.
8. REFERENCE ELEVATIONS FOR EXTERIOR CLADDING CONDITIONS.
9. AT LOCATIONS WHERE 2X4 UNIT DEMISING WALL ENTERS BEYOND ADJACENT UNIT TOWARDS THE BUILDING EXTERIOR, THE EXTERIOR FRAMING WILL BE REQUIRED TO TRANSITION INTO 2X6 WALL FRAMING.
10. ALIGN THE OUTSIDE FACE OF STUDS WITH EDGE OF SLAB BELOW.
11. CONTINUE 2X6 STUD FRAMING AND ALL LAYERS OF INTERIOR GYPSUM BOARD TO CLOSEST INTERIOR PERPENDICULAR WALL, TYPICAL.
12. MAINTAIN MINIMUM 7'-6" (80") HEADROOM CLEARANCE ABOVE FINISHED FLOOR AT ALL ASSEMBLY AREAS AND HABITABLE SPACES AT RESIDENTIAL FLOORS. SEE PLANS FOR CEILING HEIGHTS.
13. ALL WALKING SURFACES AT MEANS OF EGRESS ROUTES SHALL HAVE SLIP RESISTANT FINISH.



1 LEVEL 1 ENLARGED
3/16" = 1'-0"

ISSUE DATE:

REVISIONS

SCHEMATIC DESIGN - NOT FOR CONSTRUCTION

ALBEMARLE ROAD APARTMENTS

803 ALBEMARLE ROAD

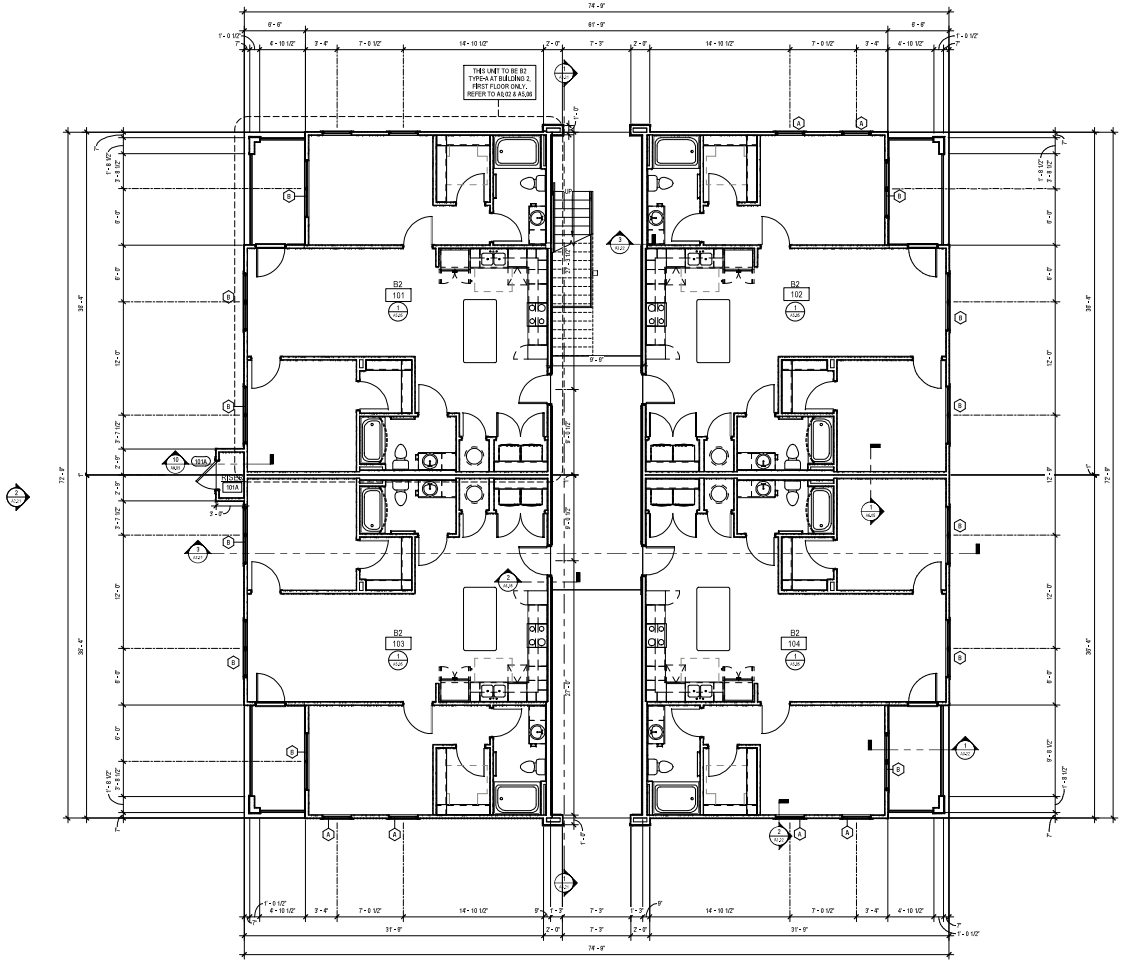
BSB DESIGN

www.bsbdesign.com

DRAWN: PROJECT NO: CHECKED:

B2 UNIT PLANS AND ELEVATIONS

ZA-05



1 LEVEL 1 ENLARGED
3/16" = 1'-0"

BUILDING PLAN NOTES

1. SEE EDGE OF SLAB PLANS AND UNIT PLANS FOR ADDITIONAL DIMENSIONS AND OTHER INFORMATION.
2. COORDINATE ALL WORK WITH ALL ARCHITECTURAL, STRUCTURAL, CIVIL, MECHANICAL, ELECTRICAL, PLUMBING, AND LANDSCAPE DRAWINGS AND SPECIFICATIONS.
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4. GC IS RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES WITH THE FULL SET OF CONSTRUCTION DOCUMENTS.
5. SEE A0.X SERIES SHEETS FOR ADDITIONAL GENERAL NOTES.
6. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
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10. ALIGN THE OUTSIDE FACE OF STUDS WITH EDGE OF SLAB BELOW.
11. CONTINUE 2X6 STUD FRAMING AND ALL LAYERS OF INTERIOR GYPSUM BOARD TO CLOSEST INTERIOR PERPENDICULAR WALL. TYPICAL.
12. MAINTAIN MINIMUM 7'-6" (90") HEADROOM CLEARANCE ABOVE FINISHED FLOOR AT ALL AMENITY AREAS AND HABITABLE SPACES AT RESIDENTIAL FLOORS. SEE PLANS FOR CEILING HEIGHTS.
13. ALL WALKING SURFACES AT MEANS OF EGRESS ROUTES SHALL HAVE SLIP RESISTANT FINISH.

ISSUE DATE:

REVISIONS

SCHEMATIC DESIGN - NOT FOR CONSTRUCTION

ALBEMARLE ROAD APARTMENTS

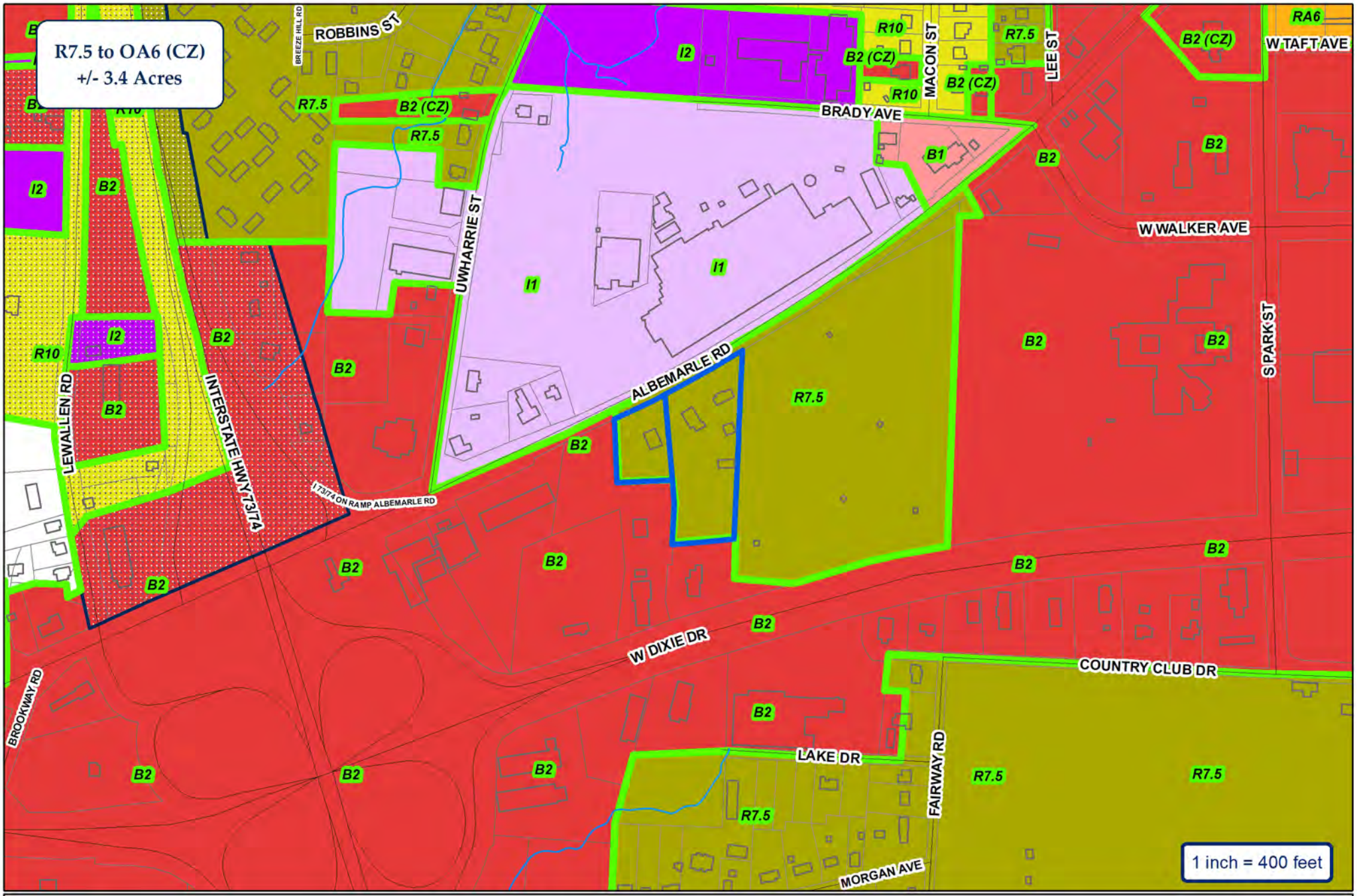
803 ALBEMARLE ROAD

BSB DESIGN
www.bsbdesign.com
209 West Sixth Avenue, Suite 111
Shelby, North Carolina 28150
704.482.5673

JOB NO: PROJ MGR: MF
DRAWN: CHECKED:

B2 UNIT PLANS AND ELEVATIONS

ZA-06



CITY OF ASHEBORO
NORTH CAROLINA
Exactly where you want to be.

ETJ

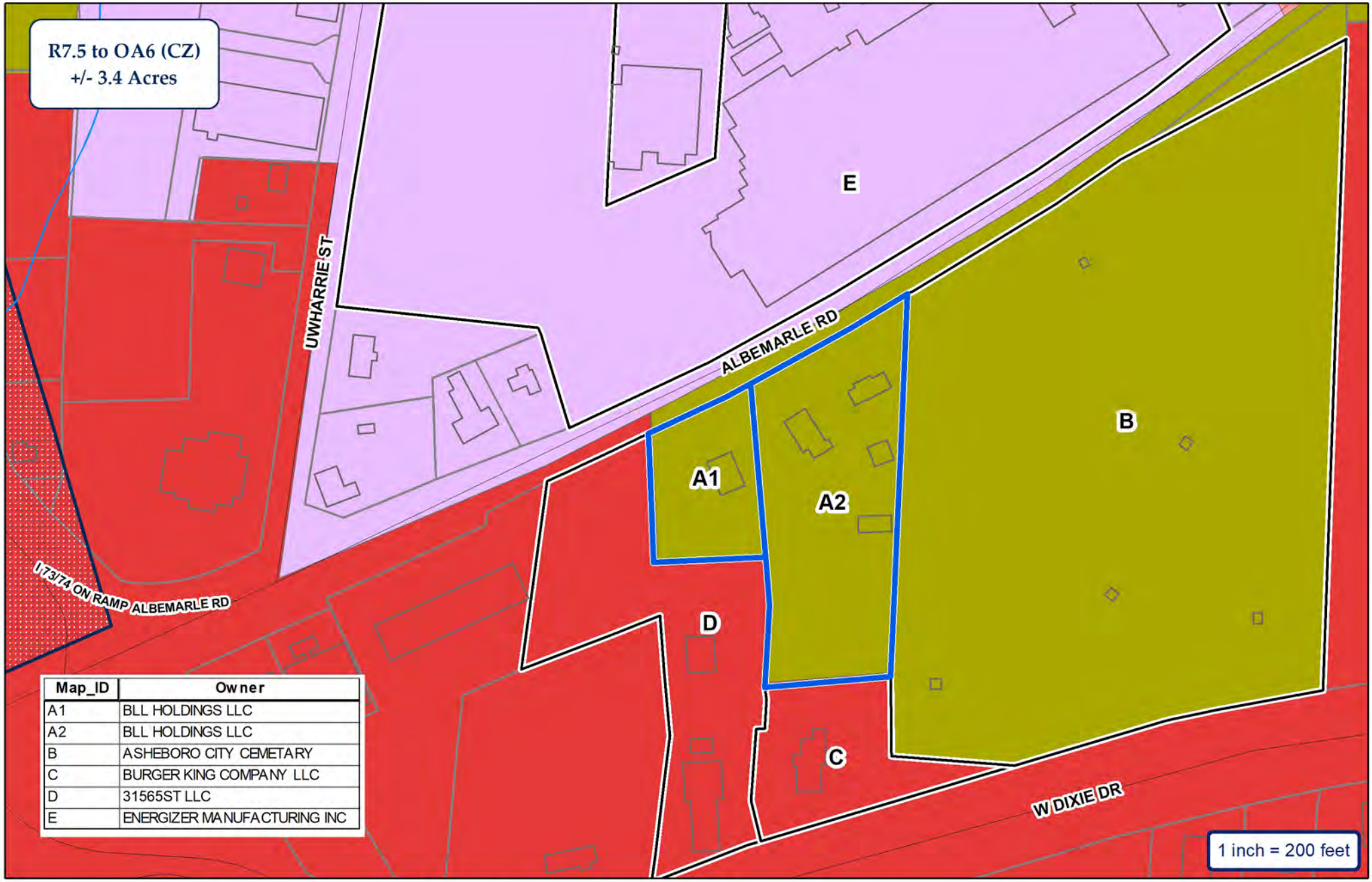
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-20

Parcels: 7750466579 & 7750464502

Subject Property
Zoning

N
W
E
S



Map_ID	Owner
A1	BLL HOLDINGS LLC
A2	BLL HOLDINGS LLC
B	ASHEBORO CITY CEMETARY
C	BURGER KING COMPANY LLC
D	31565ST LLC
E	ENERGIZER MANUFACTURING INC

CITY OF ASHEBORO
NORTH CAROLINA
Exactly where you want to be.

ETJ

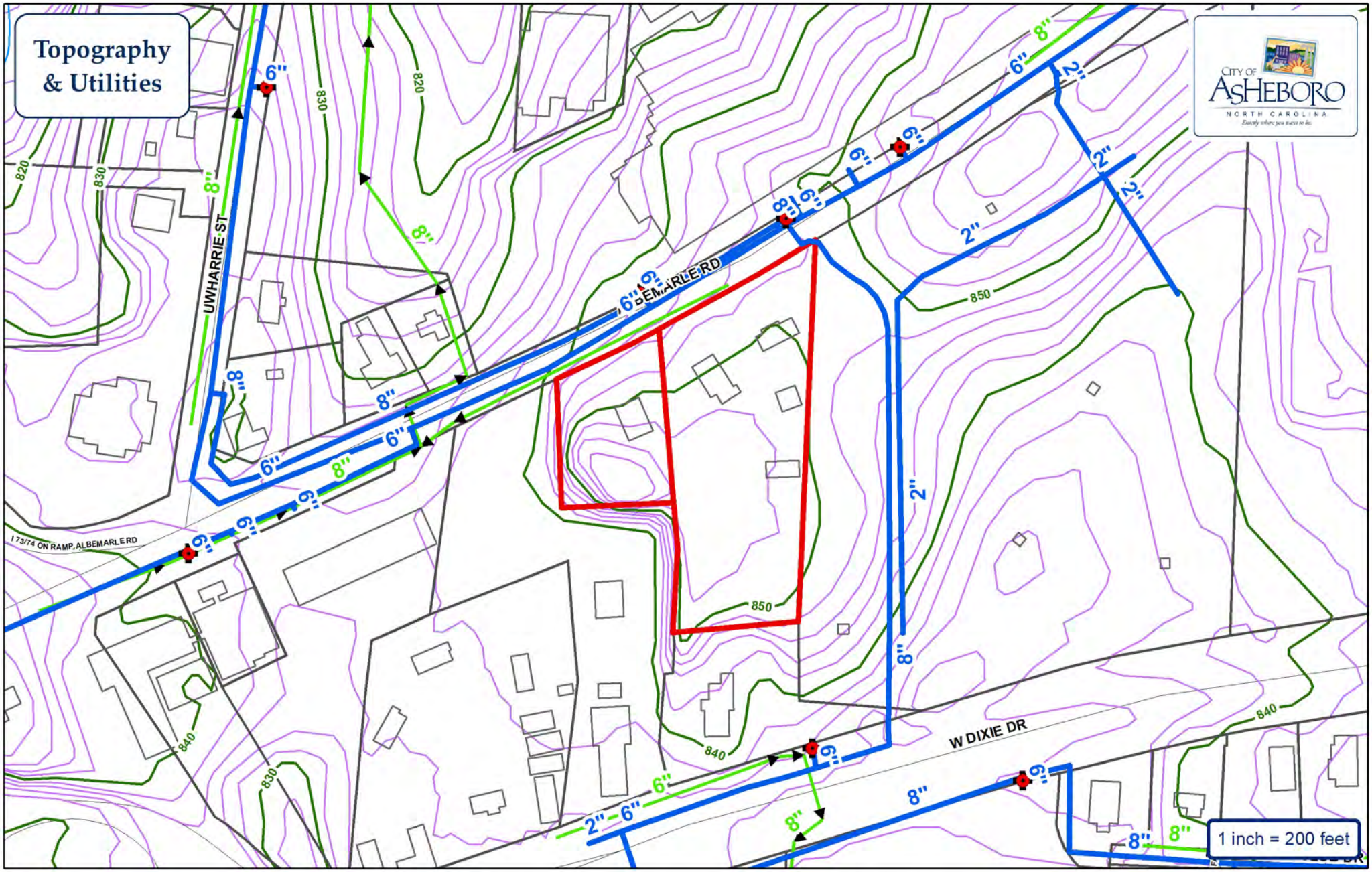
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-20

Parcels: 7750466579 & 7750464502

Subject Property
Adjoining Properties

N
W
E
S



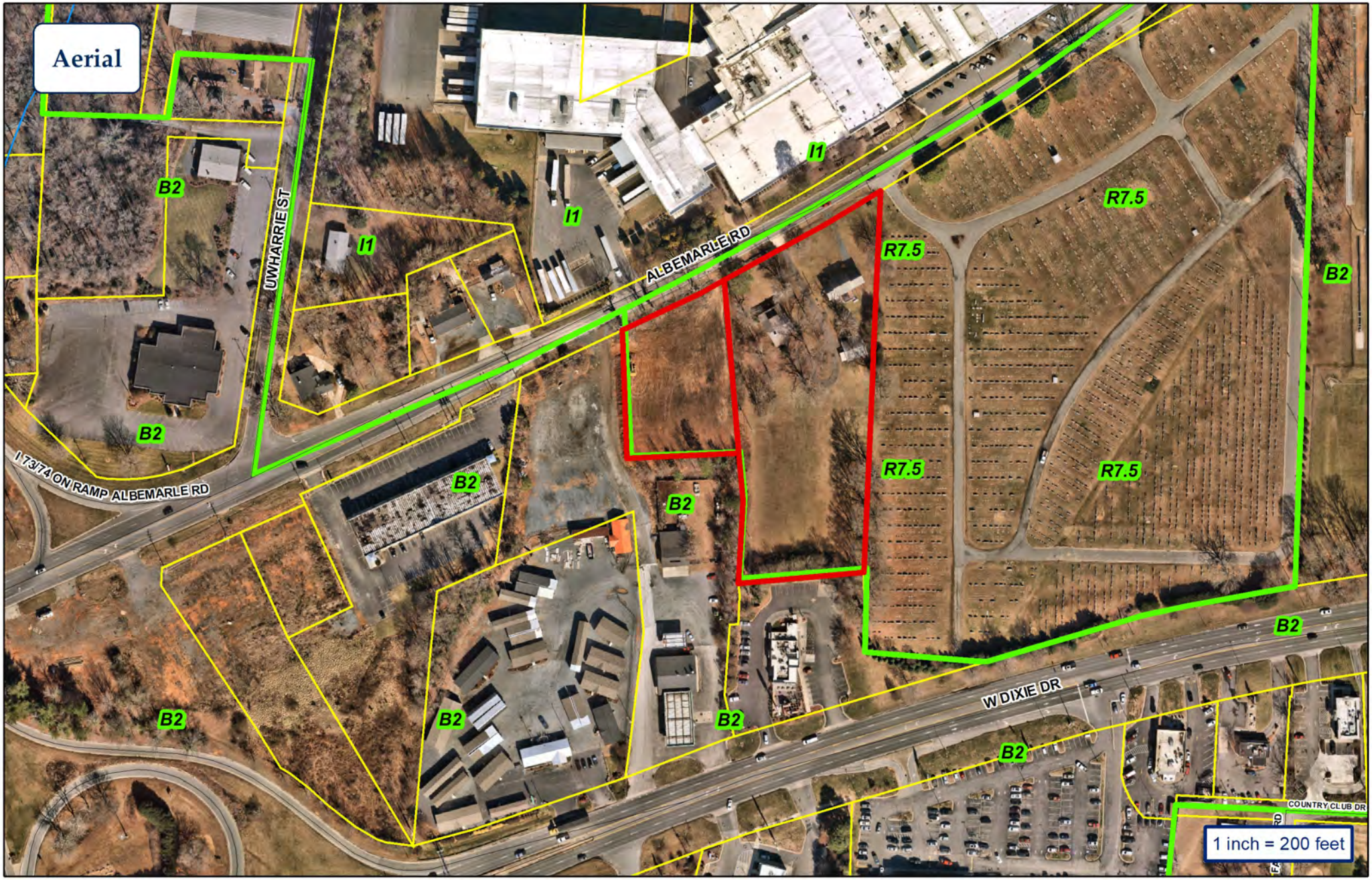
Water Main
Sewer Main
Force Main
Fire Hydrant
Pump Station
Watershed

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-20

Parcels: 7750466579 & 7750464502

Subject Property



CITY OF ASHEBORO
NORTH CAROLINA
Exactly where you want to be.

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-20

Parcels: 7750466579 & 7750464502

Subject Property
Zoning

N
W
E
S

APPLICANT INFORMATION

Applicant BLL Holdings, LLC *Applicant's Phone #* 336.465.0947

Applicant's Address PO BOX 2021
ASHEBORO, NC 27204

Applicant email address [redacted]

PROPERTY INFORMATION

Property Owner's Name PO BOX 2021

Location of Property 779 & 803 Albemarle Road *Property Size (ac. or s.f.)* *3.49+/- Acres*

Randolph County Property Identification Number (PIN#) 7750466579 & 7750464502

Current Zoning District B2 & R7.5 *Requested Zoning District* CZ - OA6

Date Property Title Acquired B2 & R7.5 *Deed Book* 2947 2973 *Page* 995-997 1428-1430

Subdivision N/A *Section* _____ *Lot #* _____

Plat Book 192 *Page* 95

CONDITIONAL ZONING DISTRICT INFORMATION (Attach additional sheets if necessary)

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

DEVELOPMENT OF A MULTI-FAMILY RESIDENTAIL APARTMENT PROJECT.

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

The proposed conditional zoning will allow a more dense residential development within a general growth area of the city near an employment center.

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

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

_____

_____

Does not apply ☐

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

_____

_____

Does not apply ☐

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

The development will offer housing near an employment center and commercial uses, which promotes positive growth and employment.

APPLICATION SIGNATURES

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

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

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

Applicant Signature

Printed Name of Authorized Signatory (if different from Applicant)

Brian L. Lucas

Position/Relationship of Authorized Signatory to Applicant

Managing Member, BLL Holdings, LLC

Owner Signature (if different than Applicant)

Owner Address

PO Box 2021

Asheboro, NC 27204

Telephone Number

336.465.0947

Printed Name of Authorized Signatory (if different from Owner)

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by:_JTL_____ Date:__10-9-25_ Case Number:_25-20 _____

CITY OF ASHEBORO
NOTICE OF CONDITIONAL ZONING DISTRICT HEARING

This is to notify you that I (we) BLL Holdings, LLC have filed an application with the City of Asheboro for a Conditional Zoning District for the property located at 779 & 803 Albemarle Road for the purpose of Multi-family residential development.

On November 3, 2025, at 6:00 PM, the Planning Board will review the Conditional Zoning District request and forward its recommendation to City Council. As part of this process, you and others will have an opportunity to speak concerning the request and offer input.

On Thursday December 4, 2025, at 6:00 pm the City Council will hold a public hearing on the Conditional Zoning District request. As part of this process, you and others again will have an opportunity to speak concerning the request and offer input.

The meetings will be held in the City Council Chambers, 146 North Church Street, Asheboro, NC. The Council, after considering the information/testimony presented during the public hearing and reviewing the report of the Planning and Zoning Department and recommendation of the Planning Board, will take action on the application. Such action may include approval of the request, referral back to the Planning Board, denial of the request, or approval of a modified version of the request on the basis of the Council's determination that such action is reasonably necessary to promote the public health, safety, or general welfare and to achieve the purposes of the adopted Land Development Plan. The meeting is open to the public and your participation is encouraged. If you have any questions, please contact the Planning and Zoning Department at 336-626-1201 Ext. 2392. In addition, you may contact me (or my representative) Brian Lucas at bllucas13@gmail.com or 336.465.0947.

BK 2947 PG 995 (3)
This document presented and filed:
01/30/2025 02:33:42 PM
DEED
Fee $26.00 Excise Tax: $210.00
20195107
Randolph County North Carolina
Krista M. Lowe, Register of Deeds

NORTH CAROLINA GENERAL WARRANTY DEED

Mail to: P/U Ben C. Morgan
Prepared by: kb/Law Office of Ben C. Morgan, 150A Scarboro St., Asheboro, NC 27203
Revenue Stamps: $210.00
Tax Pin/Parcel # 7750.46.4502

THIS DEED is made this 14th day of January, 2025, by and between the following Grantor and Grantee:

Grantor: **ROBERT LEE BRADY and wife, ANN C. BRADY**
2927 Allred Road
Lexington, NC 27292

Grantee: **BLL HOLDINGS, LLC**
(a North Carolina Limited Liability Company)
PO Box 2021
Asheboro, NC 27204

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

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

See Attached Exhibit A

The property that is the subject matter of this conveyance is not the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple, as joint tenants with right of survivorship.

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

Subject to easements, limitations, restrictions and uses of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal the day and year first above written.

Robert Lee Brady (SEAL) Ann C. Brady (SEAL)
Robert Lee Brady **Ann C. Brady**

STATE OF North Carolina

COUNTY OF Davidson

I, Blake Pierce, a Notary Public of the above said County and State, certify that **Robert Lee Brady and wife, Ann C. Brady**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 28 day of January, 2025.

Blake Pierce
NOTARY PUBLIC
Davidson County, NC

Blake Pierce
Notary Public

(SEAL)

My commission expires: 2-23-2027

Exhibit A
803 Albemarle Rd., Asheboro NC 27205
Randolph County Tax Parcel # 7750.46.4502

BEGINNING at a point in the center of Albemarle Road, said beginning corner being 0.5 miles in a northeast direction along said road from the bridge over U. S. Highway 64; thence with a line along the center of Albemarle Road, North 67 degrees 51 minutes 50 seconds East 173.94 feet to a point; thence with a line to C. J. Davidson along a drive, South 00 degrees 58 minutes East and crossing an iron (found) at 36.83 feet and continuing for a total distance of 303.99 feet to an iron (found), corner to Ethel Skeen Lewis in the line of C. J. Davidson; thence with two (2) lines to Ethel Skeen Lewis, North 88 degrees 30 minutes West 175.00 feet to an iron, said iron being (tie line) North 71 degrees 46 minutes East 4.67 feet from a concrete monument (found), an old city limit marker; thence North 02 degrees 08 minutes 18 seconds East, and crossing an iron on the South side of Albemarle Road at 209.44 feet, and continuing for a total distance of 234.01 feet to the point of beginning, and containing 1.036 acres, as surveyed by Wade T. Snider, Registered Land Surveyor, North Carolina Registration Number L-1198.

The above-described is all of that tract as conveyed to Melvin Brady by deed from W. M. Brady and Flora Brady, dated April 24, 1936.

For back reference, see deed recorded in Book 2134, Page 466, in the Randolph County Registry.

BK 2973 PG 1428 - 1430 (3) DOC# 20204666
This Document eRecorded: 07/31/2025 12:59:00 PM
Fee: $26.00 DocType: DEED Tax: $790.00
Randolph County, North Carolina
Krista M. Lowe, Register of Deeds

NORTH CAROLINA
GENERAL WARRANTY DEED

Excise Tax:	**$790.00**	Recording Time, Book and Page:	
Tax Map No.		Parcel Identifier No:	**7750.46.6579**

Mail after recording to: **Grantee, PO Box 2021, Asheboro, NC 27204**

This instrument was prepared by: **BCM/sfl, The Law Office of Ben C. Morgan, 515-C Salisbury Street, Asheboro, NC 27203**

This instrument prepared by Ben C. Morgan, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

THIS DEED made this **23rd** day of **July, 2025**, by and between

GRANTOR

Tommy Ann Davidson (widow) by and through Janice M. Brady, her Attorney-In-Fact

Mailing Address: 207 Holly Hill Street, Ramseur, NC 27316

GRANTEE

BLL Holdings, LLC, a North Carolina limited liability company

Mailing Address: PO Box 2021, Asheboro, NC 27204

Property Address: 777, 779, 787 Albemarle Road, Asheboro, NC 27203

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

Submitted electronically by The Law Office of Ben. C Morgan in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Randolph County Register of Deeds.

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

Asheboro Township, Randolph County, North Carolina:

BEBINNING at an existing iron rod in the southern right of way line of Albemarle Road, the northwest corner of Oaklawn Cemetery and the northeast corner of Evelyn M. Davidson described in Book 695, Page 180, Randolph County Registry; thence from said beginning point along Oaklawn Cemetery line, South 05 degrees 29 minutes 50 seconds West 668.20 feet to a new iron pipe; thence North 77 degrees 20 minutes West 196.52 feet to a new iron pipe; thence along now or formerly J. W. Varner Estate; North 06 degrees 33 minutes East 157.93 feet to a new iron pipe and North 01 degree 50 minutes West 73.76 feet to a new iron rod; thence along now or formerly Brady's line, North 01 degree 50 minutes West 267.22 feet to a new iron pipe in the southern right of way line of Albemarle Road; thence along said right of way line, North 63 degrees 26 minutes East 278.00 feet to the Beginning.

SAVE AND EXCEPT the deeds described in Deed Book 1136, Page 189; Deed Book 1136, Page 190; and Deed Book 1169, page 1698, Randolph County Registry.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book **2213**, Page **1119, Randolph** County Registry.

A map showing the above described property is recorded in Plat Book , Page , and referenced within this instrument.

Does the above described property include the primary residence (yes/no)? **No**

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

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

Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer(s), the day and year first above written.

Tommy Ann Davidson (SEAL)
TOMMY ANN DAVIDSON

By: Janice M. Brady POA (SEAL)
JANICE M. BRADY, ATTORNEY -IN-FACT

NORTH CAROLINA

RANDOLPH COUNTY

I, Wendy Davis, a Notary Public, do hereby certify that **Janice M. Brady**, Attorney-in-Fact for **Tommy Ann Davidson**, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of **Tommy Ann Davidson** and that her authority to execute and acknowledge said document is contained in an instrument duly executed, acknowledged and recorded in Book 2949, Page 818, in the Office of the Register of Deeds of Randolph County, North Carolina, and that this document was executed under and by virtue of the authority given by said instrument granting her the power of attorney; that the said **Janice M. Brady** acknowledged the due execution of the foregoing and annexed document for the purposes therein expressed for and in behalf of the said **Tommy Ann Davidson.**

WITNESS my hand and notarial seal, this 24 day of July, 2025.

Wendy Davis
Notary Public

My Commission Expires: April 7, 2027

WENDY DAVIS
NOTARY
My Comm. Exp.
April 7, 2027
PUBLIC
MONTGOMERY COUNTY, NC

Teague Campbell

HOURLY REPRESENTATION AGREEMENT

The terms of this Agreement, by and between City of Asheboro (hereinafter referred to as "Client") and Teague Campbell Dennis & Gorham, LLP (hereinafter referred to as "Law Firm"), are as follows:

1. Client hereby retains and employs the Law Firm to provide general legal representation services for City of Asheboro in North Carolina.

2. The fee for services will be billed at the Law Firm's hourly rate for the actual time spent in this representation. The Law Firm's hourly rate $285.00 for partners, $250.00 for associates and $125.00 for paralegals. The Law Firm will render statements monthly in increments of one tenth (1/10) of an hour for time expended providing services to the Client, which are due and payable upon receipt.

3. Additionally, the Client agrees to pay any hard costs and expenses paid or incurred by the Law Firm for the Client in connection with this representation. This includes travel, lodging, meals, and mileage. The Law Firm will render statements for associated costs and expenses in a timely manner, which are due upon receipt.

4. The Law Firm will represent the Client promptly, efficiently, and zealously according to the highest legal and ethical standards. The Client shall have the right to terminate the services of the Law Firm at any time upon written notice to the Law Firm. The Law Firm shall also have the right to terminate its services at any time if the Law Firm determines that continuing services to the Client would be unethical, impractical, improper or otherwise undesirable. In the event of termination by the Client or the Law Firm, payment for legal services would be due through the termination date.

5. The Client is also put on notice the Law Firm is regularly retained by the North Carolina League of Municipalities (IRFFNC) with respect to interpretation of coverage under the IRFFNC coverage contract to various ongoing matters. It is possible that, in the future, the Law Firm will be retained to advise the IRFFNC as to whether the Client and/or its employees are entitled to coverage under the IRFFNC coverage contract. The Law Firm will immediately inform the Client in the event the Law Firm is so retained. In this event, the Client knowingly makes an informed decision to waive any conflict arising from the Law Firm providing such advice to the IRFFNC, provided such advice does not relate to a matter in which the Law Firm has advised the Client. The services provided pursuant to this agreement will not be adversely affected by possible future work for IRFFNC with respect to interpretation of coverage. The possible future work by the Law Firm to interpret coverage under the IRFFNC coverage contract will not result in disclosure or use of information imparted by the Client in the representation and services provided by this agreement or at any future time. As part of this agreement, the Client understands and agrees any of the Law Firm's lawyer(s) performing services pursuant to this agreement and any of the Law Firm's lawyer(s) interpreting coverage under the IRFFNC coverage agreement will keep their physical and

electronic files separate and will wall off their work from each other. Such action is taken out of an abundance of caution to avoid even the potential for harm to the Client.

This Agreement is effective the _____ day of _____, 2025.

Teague Campbell file #: 867.251523

CITY OF ASHEBORO

_____
Donald Duncan
City Manager

TEAGUE CAMPBELL DENNIS & GORHAM, LLP

Debra Bechtel
_____
Debra Bechtel
For the Firm

ORDINANCE TO AMEND THE GENERAL FUND
FY 2025-2026

WHEREAS, The City of Asheboro wishes to engage the professional services of outside legal counsel for matters pertaining to issues within the scope of the General Operating Fund services of the City of Asheboro.

WHEREAS, the City of Asheboro desires to amend the 2025-2026 General Fund operating budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

WHEREAS, the City of Asheboro desires to be following 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 items are increased:

Line Item	Description	Increase
10-000-399.0000	Fund Balance Allocation	$5,000

That the following expense line items are increased:

Line Item	Description	Increase
10-450-522.0000	Professional Services	$5,000

Adopted this on the 4th day of December 2025.

_____
W. Joseph Trogdon Jr., Mayor

ATTEST:

_____
Holly H Doerr, CMC, NCCMC, City Clerk

Docusign Envelope ID: F8118134-6624-49E2-906E-4206151454E3

SMITH, ANDERSON, BLOUNT,
DORSETT, MITCHELL, & JERNIGAN, L.L.P.

LAWYERS

OFFICES
150 Fayetteville Street, Suite 2300
Raleigh, North Carolina 27601

JAMES C. WRENN, JR.
DIRECT DIAL: (919) 821-6645
E-Mail: jwrenn@smithlaw.com

MAILING ADDRESS
P.O. Box 2611
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27602-2611

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November 20, 2025

Via E-Mail: dduncan@ci.asheboro.nc.us

City of Asheboro
c/o Donald Duncan, Jr.
City Manager
146 N. Church Street
Asheboro, NC 27204

Engagement Letter

Dear Mr. Duncan:

On behalf of Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P. (the "Firm"), thank you for asking us to assist the City of Asheboro (the "City") in this matter.

The purpose of this letter is to confirm the scope and terms of our engagement. At the outset, we would like to emphasize the importance the firm places on clearly understanding what the City's and our expectations are in this matter. We invite and encourage you to communicate directly with us whenever you believe the City's expectations have changed or whenever you believe the firm can more effectively or efficiently address your expectations. If you have questions concerning any of the provisions of this letter, please do not hesitate to let us know. Once again, we are pleased to have the opportunity to serve you.

1. **Whom We Will Represent.** For purposes of this engagement, our client will be the City. We are not representing any other party or entity. We understand that our communication will be through you.

2. **Scope of Our Engagement.** The City has retained the Firm to advise and assist with respect to the consolidation or merger of the Seagrove Ulah Metropolitan Water District into the City's water system and related work. While the Firm is available to work with the City on a wide range of other matters, this will confirm that our engagement at this point is limited to the matter described above.

We have disclosed and you are aware that our firm represents many clients with interests before local governments in North Carolina. You specifically agree that our representation of the City in this matter does not, now or in the future, create a conflict for representation of any other clients in any matter whatsoever, with interests adverse to the City, whether any such matter exists now, or comes into existence later, except as related to the specific subject matter of this engagement. Any legislative representation will be pursuant to another engagement letter. In addition, this representation will not relate to the water line being constructed to serve Wolfspeed.

Docusign Envelope ID: F8118134-6624-49E2-906E-4206151454E3

3. **Firm Personnel Assisting You; Fees and Expenses.** I will be the lawyer primarily responsible for managing our time, advice and assistance in this representation. While hourly rates for attorneys and paraprofessional staff are adjusted from time to time, my billing rate is currently $680 per hour. When appropriate, we will use the services of other attorneys, paralegals, and other Firm personnel to represent your interests efficiently and effectively. Billings for professional services will be based upon hours expended and hourly rates. Our hourly rates for lawyers currently range from $240 to $1,085, and rates for paralegals currently range from $210 to $430. These rates are subject to adjustment without notice January 1 of each year. All reasonable out-of-pocket expenses which the Firm incurs in the course of performing the legal services are to be reimbursed by the City. These expenses include, but are not limited to, costs such as photocopying, long distance telephone charges, attorney travel expenses (which include transportation, accommodations and meals), telecopying expenses, computer-assisted research charges, printing costs and secretarial overtime when required by the urgency of the matter. The Firm's policy is to forward to clients for direct payment any expense charges that exceed $100. We will send statements for professional fees and expenses directly to your attention on a monthly basis for payment by the City.

4. **Information and Availability.** We will provide advice and assistance to the City in accordance with this letter and in reliance on information and guidance provided by the City. We will keep you reasonably informed of progress and developments in the matter and will timely respond to your inquiries. To enable us to represent the City effectively, it is critical that the City cooperate fully with us in all matters relating to this engagement. We must rely on you to disclose fully, honestly and accurately all facts and documents that may be important to the matter and to provide other information we request. For us to represent the City effectively, the City will need to make its representatives reasonably available to attend meetings and conferences as may be necessary. When we start work on the matter or as the matter progresses, we may express opinions, beliefs or assessments concerning the subject of our engagement and the results that might be anticipated. Statements made by any partner or employee of the Firm are intended only to be expressions of opinions based on the information available to us at the time and are not, of course, a promise, assurance or guarantee.

5. **Attorney/Client Privilege and Confidentiality.** Our communications and discussions with the City are generally protected by the attorney-client privilege and/or the work product privilege. Basically, this means that neither the City nor we can be required to reveal to others what the City or its representative has discussed with our Firm. This protection will not apply, however, unless the City and all persons connected with it keep our discussions confidential. Therefore, no one at the City should ever discuss our communications and discussions with any third party without first checking with us.

6. **Advance Payments ("Advance").** We will not require an Advance from the City for this representation. We will bill the City for services and costs as provided in monthly invoices and will send the bill to you on a monthly basis as indicated above. Following the completion of the initial review and assessment, we may require an Advance in connection with subsequent services.

7. **Termination.** The City may terminate our representation at any time, and for any reason, by giving us specific written notice of your intention to discharge the Firm.

Docusign Envelope ID: F8118134-6624-49E2-906E-4206151454E3

The Firm may terminate this engagement by written notice to the City, upon the City's failure to fulfill its obligations as set forth herein, including the obligation to pay our fees and expenses, or as permitted or required under any applicable standards of professional conduct or rules of court.

8. **Communication by Email.** The City acknowledges that: (a) the Firm, the City and others participating in this engagement may correspond or convey documentation via Internet email unless the City expressly requests otherwise, (b) no party has control over the performance, reliability, availability or security of Internet email, and (c) the Firm shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption or alteration of any Internet email due to any reason beyond the Firm's reasonable control.

Please review this letter carefully and, if the above terms are acceptable to you, sign a copy of this letter and return it to us. Please keep a copy for your records.

Again, we very much appreciate this opportunity, and we look forward to working with and assisting the City to complete this matter as quickly and as efficiently as possible. Please do not hesitate to contact us with any questions or comments you have regarding any matter discussed in this letter or with respect to our representation in general.

Very truly yours,

SMITH, ANDERSON, BLOUNT, DORSETT,
MITCHELL & JERNIGAN, L.L.P.

By:
James C. Wrenn, Jr.

Agreed and accepted on

_____

CITY OF ASHEBORO

By:_____
Name: Donald Duncan, Jr.
Title: City Manager

Certificate Of Completion

Envelope Id: F8118134-6624-49E2-906E-4206151454E3
Status: Delivered
Subject: Complete with Docusign: Smith Anderson Engagement Letter
Source Envelope:
Document Pages: 3
Signatures: 0
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Debbie Jolley
PO Box 2611
Raleigh, NC 27602
djolley@smithlaw.com
IP Address: 136.226.48.171

Record Tracking

Status: Original
11/20/2025 3:58:12 PM

Holder: Debbie Jolley
djolley@smithlaw.com

Location: DocuSign

Signer Events	Signature	Timestamp
Donald Duncan, Jr. dduncan@ci.asheboro.nc.us City Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/20/2025 4:06:07 PM ID: 7853de72-7e07-4d7b-9e7c-02db9dc21530		Sent: 11/20/2025 3:59:41 PM Resent: 11/24/2025 8:01:58 AM Viewed: 11/25/2025 3:07:59 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Debbie Jolley djolley@smithlaw.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 11/20/2025 3:59:41 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/20/2025 3:59:41 PM
Certified Delivered	Security Checked	11/25/2025 3:07:59 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P.:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jsword@smithlaw.com

To advise Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P. of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jsword@smithlaw.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P.
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to jsword@smithlaw.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P.
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to jsword@smithlaw.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will

provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P. during the course of my relationship with you.

ORDINANCE TO AMEND THE WATER AND SEWER FUND
FY 2025-2026

WHEREAS, The City of Asheboro wishes to engage the professional services of outside legal counsel for matters pertaining to issues within the scope of the Water and Serwer Fund services of the City of Asheboro.

WHEREAS, the City of Asheboro desires to amend the 2025-2026 Water and Sewer Fund operating budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

WHEREAS, the City of Asheboro desires to be following 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 items are increased:

Line Item	Description	Increase
30-000-399.0000	Fund Balance Allocation	$10,000

That the following expense line items are increased:

Line Item	Description	Increase
30-820-522.0000	Professional Services	$10,000

Adopted this on the 4th day of December 2025.

_____
W. Joseph Trogdon Jr., Mayor

ATTEST:

_____
Holly H Doerr, CMC, NCCMC, City Clerk

Budget Amendment – Batting Cage Roof at McCrary Park

Department: Facilities Maintenance
Project: Batting Cage Roof – McCrary Park
Vendor: Asheboro Construction
Description: Budget amendment needed to fund the installation of a roof over the batting cages at McCrary Park, including contingency.

Project Costs

- **Asheboro Construction Proposal:** $151,977.61
- **15% Contingency:** $22,796.64
- **Total Budget Amendment Requested: $174,774.25**

Justification

Asheboro Construction has submitted a construction proposal in the amount of $151,977.61 for the installation of a batting cage roof at McCrary Park. Due to the nature of construction projects and the possibility of unforeseen conditions, a 15% contingency is requested. This amendment ensures adequate funding to complete the project without delays.

Requested Action

Approval of a budget amendment in the amount of **$174,774.25** to fully fund the Batting Cage Roof project, including contingency.

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2025-2026

WHEREAS, The City of Asheboro appropriated funding for the purchase and installation of batting cages and portable pitching mounds at McCrary Baseball Park at the City Council Meeting on October 9, 2025.

WHEREAS, The City of Asheboro has reviewed and evaluated options for a roof over the batting cages and is ready to proceed.

WHEREAS, the budgeted cost for purchase and installation of a roof over the batting cages including contingency is $174,775.

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

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

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

That the following revenue line item be increased:

Account #	Expense Description	Increase/ Decrease
10-000-399.0000	Fund Balance Allocation	$174,775

That the following expense line item be increased / decreased:

Account #	Expense Description	Increase/ Decrease
10-620-574.6500	Contribution to McCrary BallPark Improvement Fund	$174,775

Adopted this 4th day of December 2025.

_____
William Joseph Trogdon Jr., Mayor

ATTEST:

_____
Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND
THE MCCRARY BASEBALLPARK IMPROVEMENTS FUND
FY 2025-2026

WHEREAS, The City of Asheboro is ready to proceed with the purchase and installation of a roof over the batting cages at McCrary Baseball Park.

WHEREAS, the budgeted cost for purchase and installation, including contingency is $174,775.

WHEREAS, the McCrary Ballpark Improvements fund needs to be amended to recognize changes in revenue and expenses that have changed since the budget was last adopted.

WHEREAS, the City Council of the City of Asheboro desires to be in compliance with all generally accepted accounting principles to incorporate new expenditures outline above, and

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

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

Account #	Revenue Description	Increase
65-000-300.0001-65	GF Contributions	$174,775

Section 2: That the following expense line items be increased

Account #	Expense Description	Increase
65-000-409.0001	Phase II, Batting Facility	$174,775

Adopted this 4th day of December 2025.

_____
William Joseph Trogdon Jr., Mayor

ATTEST:

_____
Holly H. Doerr, CMC, NCCMC, City Clerk

To: Debbie Reaves, Finance Director
From: Nate Marsh
Date: November 24tht, 2025
Re: Budget Amendment Request: Lexipol GrantFinder Subscription

The City Manager's Office is requesting approval to fund the City's subscription to Lexipol's GrantFinder, a service intended to strengthen the City's overall capacity for grant research and application development. The contract for the service will be for three(3) years with $10,000 billed annually. As the City continues to pursue more external funding for capital projects, public safety, infrastructure improvements, and community development, staff currently rely on manual searches and irregular notifications. This process is time-consuming and creates a greater risk of missing competitive opportunities.

GrantFinder addresses these challenges by providing access to a comprehensive, searchable database of federal, state, and foundation grants, with the ability for up to five City users to collaborate across departments. The service also includes monthly consultation meetings with Lexipol's grant research staff, giving the City continuous support in identifying upcoming funding needs and tailoring searches to specific projects. In addition to the database and meetings, Lexipol offers unlimited custom grant research to track down specialized opportunities for any department as needs arise.

The service further enhances the City's competitiveness through six annual application reviews, during which Lexipol staff provide detailed feedback, edits, and strategic recommendations to strengthen each submission. Additionally, GrantFinder includes two fully written grant applications per year, completed entirely by Lexipol from start to finish. Their grant-writing team has an award rate 2.5 times higher than the national average, offering a strong return on investment and substantially increasing the likelihood of successful awards.

LEXIPOL

MASTER SERVICE AGREEMENT

Initial Term Start Date: 12/31/2025

Initial Term End Date: 12/30/2028

Account Executive Information

Alison Randall
Senior Account Executive
arandall@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Donald E. Duncan Jr.
City Manager
dduncan@ci.asheboro.nc.us
336 626 1200

City of Asheboro
146 N. CHURCH ST
Asheboro, North Carolina 27204

This Master Service Agreement (the “Agreement”) is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Description of Services
(d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

City of Asheboro

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 Year 1 (2025-12-31 to 2026-12-30)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	GrantWriter Tier 2 - Suburban City	$10,000.00	0%	$0.00	$0.00	$10,000.00
			Discount:	$0.00	Subtotal:	$10,000.00

002 Year 2 (2026-12-31 to 2027-12-30)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	GrantWriter Tier 2 - Suburban City	$10,000.00	0%	$0.00	$0.00	$10,000.00
			Discount:	$0.00	Subtotal:	$10,000.00

003 Year 3 (2027-12-31 to 2028-12-30)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	GrantWriter Tier 2 - Suburban City	$10,000.00	0%	$0.00	$0.00	$10,000.00
			Discount:	$0.00	Subtotal:	$10,000.00

Discount:	$0.00
Subtotal:	$30,000.00
Tax:	
Total Due:	$30,000.00

Notes

Program auto renews at the end of the initial term

Exhibit B

Description of Services

GrantWriter Assistance Program - (GrantWriter Tier 2 - Suburban City)

Agencies pursuing multiple grants need a consistent partner that understands their business and can work closely to develop a multi-year grants strategy. Lexipol's Grant Assistance Program is a retainer service combining all our pre-award grant services, including grant research, alerts, consulting and review.

Includes Monthly Grant Retainer Services: Research + Alerts, Consulting, and Review (2-Year Commitment)

- Up to 5 annual user subscriptions to GrantFinder
- 2 Grant Writing Services per year
- Dedicated program manager
- 1x annual strategic planning session
- Complimentary grant alerts for each user subscriber
- Bimonthly grant consulting sessions led by senior grant experts
- Grant application and narrative review by team of experts (maximum 6 per year)
- Biannual performance reports
- Discount off rate card for grant writing services on a per project, per application basis
- Commitment for 2 years - may be billed up front or annually

Annual provisions are subject to expiration if not redeemed within the 12-month period.

Agency Expectations: please note the following services process to ensure out agreement runs smoothly.

Here is a step-by-step outline of the post-contract process:

- You will be introduced to your Account Management team.
- A needs assessment worksheet will be sent to gather basic information about your project goals and grant plans for the year, and a meeting will be scheduled to review this information with your Account Management team.
- You will be given access to GrantFinder at this time.
- Your Account Management Team will work with you determine the most viable target grants for your intended projects.
- Selected grant programs and applications can be submitted to your Account Management team for review and consulting.
- Bimonthly or quarterly check-in calls are availables, as needed.
- Grant writing services included must be identified and submitted during the annual contract term.
- Additional Grant Writing services are available at a discounted rate and may be added,as needed.

Lexipol is compliant in receiving funding under federally funded grants or contracts for pre and post award services, pursuant to 2 C. F. R. Part 180.

Exhibit C
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol, LLC ("Lexipol") and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

1. **Definitions**. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 **"Agency"** means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 **"Agency Data"** means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 **"Agreement"** means the combination of the cover sheet; Exhibit A ("Selected Services and Associated Fees"); Exhibit B (Description of Services); this Exhibit C ("Terms and Conditions of Service"); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 **"Custom Agreement Terms"** refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 **"Initial Term"** means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 **"Initial Term Start Date"** is specified on the cover sheet and represents the first day of the Initial Term.

1.7 **"Initial Term End Date"** is specified on the cover sheet and represents the last day of the Initial Term.

1.8 **"Lexipol Content"** means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 **"Services"** means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. **Term; Renewal**. This Agreement becomes enforceable upon signature by Agency's authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. **Termination.**

3.1 **For Convenience; Non-Appropriation**. During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 **For Cause**. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 **Effect of Expiration or Termination**. Upon the expiration or termination of this Agreement for any reason, Agency's access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

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of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service**. The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

5.2 **Professional Services**. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

5.3 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

5.5 **Intellectual Property**. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. **Confidentiality**. Each Party may disclose information to the other Party that would be reasonably considered confidential,

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including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

7. Warranty. LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. Indemnification; Limitation of Liability. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. General Terms.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any oth er provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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ORDINANCE TO AMEND THE GENERAL FUND
FY 2025-2026

WHEREAS, the City of Asheboro wishes to subscribe to a grant finder service that will assist the city of Asheboro to obtain funding for various needs throughout the City of Asheboro.

WHEREAS, the subscription is for a 3 year period with an annual fee of $10,000 billed annually.

WHEREAS, the City of Asheboro desires to amend the 2025-2026 General Fund operating budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

WHEREAS, the City of Asheboro desires to be following 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 items are increased:

Line Item	Description	Increase
10-000-399.0000	Fund Balance Allocation	$10,000

That the following expense line items are increased:

Line Item	Description	Increase
10-420-553.0000	Subscriptions	$10,000

Adopted this on the 4th day of December 2025.

_____
William Joseph Trogdon Jr., Mayor

ATTEST:

_____
Holly H Doerr, CMC, NCCMC, City Clerk

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Docusign Envelope ID: 8C52A273-03FF-4F72-9EEE-5D59ADA46FE1

NC DEPARTMENT of COMMERCE
RURAL ECONOMIC DEVELOPMENT

Josh Stein
GOVERNOR

Lee Lilley
SECRETARY

Reginald Speight
ASSISTANT SECRETARY

November 25, 2025

The Honorable David H. Smith, Mayor
City of Asheboro
Post Office Box 1106
Asheboro, North Carolina 27204

Subject: Additional Funds Request
CDBG Number: **20-V-3510 (CV)**

Dear Mayor Smith:

It is my pleasure to officially notify you that the City of Asheboro has been awarded an additional $790,335.56 of Community Development Block Grant (CDBG) funds for the NC CDBG Coronavirus (CDBG-CV) Program. I commend you on your efforts to provide community development assistance as a response to the public health emergency. The funds will be used for the Jarrell Center City Garden that is located near the downtown and spans approximately three (3) acres.

Enclosed are two originals of the Funding Approval. These should be signed by the Chief Elected Official.

Once both documents have been executed, please return one signed copy to our office and retain the other for your records. REDD will accept an electronic signature of the Funding Approval.

We look forward to working with you and the city staff. Should you have any questions regarding this grant, please contact Cynthia T. Jones, Grants Management Representative at (919) 814-4710 or cynthia.jones@commerce.nc.gov.

Sincerely,
Signed by:
Lorenzo Claxton
0703BA80299D413...
Lorenzo S. Claxton
CDBG Director

Enclosures

Docusign Envelope ID: 0820E4C6-DE22-4D98-B658-5FEA01D98524
Docusign Envelope ID: 8C52A273-03FF-4F72-9EEE-5D59ADA46FE1

cc: Donald Duncan, Jr., City Manager, City of Asheboro
Trevor L. Nuttall, Assistant City Manager, City of Asheboro
Nate Marsh, City Manager Intern, City of Asheboro
Kevin Amory, Insight Consulting Group, LLC
John F. Brooks, CDBG Section Chief, NC Department of Commerce
Toni Moore, Financial and Administrative Services Manager, NC Department of Commerce
Cynthia T. Jones, Grants Management Representative, NC Department of Commerce
File

Docusign Envelope ID: 0820E4C6-DE22-4D98-B658-5FEA01D98524

NC DEPARTMENT of COMMERCE
RURAL ECONOMIC DEVELOPMENT

Community Development Block Grant Neighborhood Revitalization Program
Funding Approval

1. Name and Address of Recipient
City of Asheboro
Post Office Box 1106
Asheboro, North Carolina 27204

2. Grant Number and Funding Approval Date
Grant Number: **20-V-3510**
Date of Original Funding Approval: 12/17/2020
Date of Amended Funding Approval: 11/24/2025

3. Approved Projects

	Approved Amount
Original Grant Award Amount:	$900,000.00
C1 City of Asheboro Jarrell Center City Garden Public Facilities Additional Funds	$790,335.56
Total Grant Award	**$1,690,335.56**

4. Funding Approval Conditions

The following conditions must be removed in writing by the Rural Economic Development Division in order for all funds to be released for the approved project(s) listed in item (3) above:

A. Administration Contracts/Inter-local agreements Condition:

No funds may be obligated or expended in any project activity except the administration activity in the C-1 activity until the recipient provides a written acknowledgement that the additional funds for this grant is to complete the project assigned as **20-V-3510. The town must also acknowledge that all funds will be requisitioned by April 30, 2026, and closeout documents must be returned to REDD by May 30, 2026.**

5. Signature of Authorized Official

Signed by: Lorenzo Claxton
0703BA80299D413...

25-Nov-2025

Name: Lorenzo S. Claxton

Date

CDBG Director
Title

6. Signature of Authorized Local Official

Name

Date

Title

Docusign Envelope ID: BF976B70-B423-4DEC-B7B4-B6121C44A4BD

NC DEPARTMENT of COMMERCE
RURAL ECONOMIC DEVELOPMENT

Josh Stein
GOVERNOR

Lee Lilley
SECRETARY

Reginald Speight
ASSISTANT SECRETARY

November 25, 2025

The Honorable David H. Smith, Mayor
City of Asheboro
Post Office Box 1106
Asheboro, North Carolina 27204

Subject**:** Extension Request (4th Request)
CDBG Number: **20-V-3510 (CV)**

Dear Mayor Smith:

The North Carolina Department of Commerce Rural Economic Development Division (REDD) is in receipt of the above-referenced grant's first extension request. This request will extend three (3) of the authorized schedules set by the City of Asheboro's Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Grant Agreement by the indicated enclosed schedule.

The worksheet details the rationale for the request to sufficient time to procure and construct the Jarrell City Center, therefore REDD will approve this request to be effective the date of this letter.

Please continue to work diligently with your assigned Grants Management Representative to prevent any noncompliance associated with the terms and conditions set forth in the Grant Agreement.

Original Authorized Schedules Set Forth in Paragraph 31 from the City of Asheboro's CDBG-CV Grant Agreement		Previously Approved Extension Request Schedules 4/10/2025 (3rd Request)	Newly Approved Extension Request Schedules (4th Request)
Date Funds must be Obligated:	March 17, 2023	**October 30, 2025**	**December 30, 2026**
Date Funds must be Expended and Activities Completed:	June 17, 2023	**December 31, 2025**	**April 30, 2026**
Grant Closeout and Documents Returned to REDD:	September 17, 2023	**February 28, 2026**	**May 30, 2026**

Docusign Envelope ID: BF976B70-B423-4DEC-B7B4-B6121C44A4BD

We look forward to our continued partnership with you on your CDBG-CV project. Should you have any questions, please contact Cynthia T. Jones, Grants Management Representative at (919) 814-4710 or cynthia.jones@commerce.nc.gov.

Sincerely,

DocuSigned by:
John F. Brooks
006490909CB0474...

John F. Brooks
Section Chief
Community Development Block Grant Program

JFB/CTJ

cc: Donald Duncan, Jr., City Manager, City of Asheboro
Trevor L. Nuttall, Assistant City Manager, City of Asheboro
Kevin Amory, Insight Consulting Group, LLC
Toni Moore, Financial and Administrative Services Manager, NC Department of Commerce
Cynthia T. Jones, Grants Management Representative, NC Department of Commerce
File

ORDINANCE TO AMEND THE GENERAL FUND
FY 2025-2026

WHEREAS, the City of Asheboro has an opportunity to a 2.86 acre piece of property, identified as PIN 7762007593, adjoining the City of Asheboro Public Works facility property.

WHEREAS, the City of Asheboro desires to appropriate $50,000 from the General Fund Balance for this purpose.

WHEREAS, the City of Asheboro desires to amend the 2025-2026 General Fund operating budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

WHEREAS, the City of Asheboro desires to be following 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 items are increased:

Line Item	Description	Increase
10-000-399.0000	Fund Balance Allocation	50,000

That the following expense line items are increased:

Line Item	Description	Increase
10-550-571.0000	Land Purchase	50,000

Adopted this on the 4th day of December 2025.

_____
W. Joseph Trogdon Jr., Mayor

ATTEST:

_____
Holly H Doerr, CMC, NCCMC, City Clerk

Randolph County, NC

Disclaimer: This map was compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public information sources should be consulted for verification of the information. Randolph County, its agents and employees make no warranty as to the accuracy of the information on this map.

Map Scale
1 inch = 100 feet
12/3/2025

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION APPROVING AN AGREEMENT TO LEASE HANGAR SPACE AT THE ASHEBORO REGIONAL AIRPORT TO THE CIVIL AIR PATROL

WHEREAS, Section 63-53 of the North Carolina General Statutes authorizes the city to lease property at the Asheboro Regional Airport; and

WHEREAS, Section 160A-272 of the North Carolina General Statutes provides a procedural framework for leasing real property at the city-owned Asheboro Regional Airport; and

WHEREAS, the Asheboro Airport Authority has recommended leasing hangar space at the Asheboro Regional Airport to the Civil Air Patrol for the use and benefit of the Randolph Composite Squadron at a rental rate of One Dollar ($1.00) per year for a 3-year term; and

WHEREAS, the Civil Air Patrol was incorporated under a Special Act of Congress approved July 1, 1946 (Public Law 476, 79th Congress); and

WHEREAS, the property subject to the proposed lease agreement has been continuously used by the Randolph Composite Squadron of the Civil Air Patrol for its operations for a significant number of years; and

WHEREAS, the proposed lease area will not be needed by the city during the requested term of the lease; and

WHEREAS, notice of the city council's intent to authorize the described hangar lease with the Civil Air Patrol was published in *The Courier-Tribune* on October 30, 2025, in compliance with Section 160A-272 of the North Carolina General Statutes; and

WHEREAS, the proposed hangar lease agreement with the Civil Air Patrol has been attached to this Resolution as ATTACHMENT A and is hereby incorporated into this Resolution by reference as if copied fully herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the lease of hangar space at the Asheboro Regional Airport to the Civil Air Patrol for the use and benefit of the Randolph Composite Squadron in accordance with the terms and conditions specified in ATTACHMENT A is hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the mayor and all other city officials necessary for the implementation of this Resolution are hereby authorized and directed to execute lease documents substantially and materially similar in all respects to ATTACHMENT A so as to bring into full force and effect the approved lease agreement.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on December 4, 2025.

_____

W. Joseph Trogdon, Jr., Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

ATTACHMENT A

STATE OF NORTH CAROLINA

ASHEBORO REGIONAL AIRPORT
HANGAR SPACE LEASE AGREEMENT

COUNTY OF RANDOLPH

THIS AGREEMENT AND LEASE (the "Agreement") is made and entered into, as of the date of the last signature affixed hereto, by and between the **CITY OF ASHEBORO ("Lessor")**, a North Carolina municipal corporation, and the **CIVIL AIR PATROL ("Lessee")**, incorporated under a Special Act of Congress approved July 1, 1946, Public Law 476, 79th Congress, for the use and benefit of the Randolph Composite Squadron.

WITNESSETH

In consideration of the annual rental fee set forth below and other mutual promises contained herein, the parties agree as stated below.

(1) Lessor hereby leases to Lessee and Lessee hereby accepts the following area of rental space at the Asheboro Regional Airport for use during the lease term as an administrative/operational center and for an aircraft owned by Lessee:

> The area labeled as "C.A.P. Building" on Schedule "C" (as amended through February 2025) for the Asheboro Regional Airport; Schedule "C" is attached as EXHIBIT 1 to this Agreement and is hereby incorporated into this Agreement by reference as if fully copied herein.

(2) The lease term shall be for a 3-year term commencing at 12:01 a.m. Eastern Time on January 1, 2026, and ending at midnight Eastern Time on December 31, 2028.

(3) The rental rate under the Agreement is One and No Hundredths Dollars ($1.00) per year. Because of the minimal amount charged for the entire 3-year term of the Agreement, and for administrative convenience, the total sum of rental charges due under the Agreement shall be paid in good funds by Lessee to Lessor in advance of the commencement of the 3-year lease term specified in the immediately preceding paragraph. Consequently, in advance of January 1, 2026, Lessee shall pay to Lessor the sum of Three and No Hundredths Dollars ($3.00), which is the total rental fee due under the Agreement.

(4) Lessee hereby agrees to the following operating procedures and limitations:

(a) Lessee will not operate any aircraft engine inside the hangar and will not run-up any aircraft engine with propeller blast directed toward any hangar door, hangar, or other aircraft;

(b) Lessee will ensure proper chocking and securing of aircraft after each usage;

(c) While not required, Lessee may leave hangar and aircraft keys with the Airport Manager for emergency use;

(d) Lessee will provide, install, and maintain a suitable portable fire extinguisher in the hangar; and

(e) Lessee will maintain the interior of the hangar in a clean and neat condition.

(5) Lessee will bear all costs involving utilities to its hangar, *ad valorem* taxes to any extent that the same may in the future be charged in connection with the demised premises, insurance and permits for the demised premises, any cost of improvements to the demised premises, and required repairs to the interior space of the demised premises.

(6) Lessee is prohibited from assigning this lease, and the Lessee is also prohibited from subleasing any portion of its hangar.

(7) Lessor will not be liable for loss arising out of damage to or destruction of the hangar or its contents from any cause, except such loss as may be recoverable under Lessor's standard liability insurance policy.

(8) It is expressly agreed that if Lessee fails to perform or comply with any of the provision(s) of the Agreement and remains in default thereof for a period of 30 days after written notice from Lessor calling attention to such default, Lessor may declare the Agreement terminated and cancelled and take possession of the premises described herein without prejudice to any other legal remedy Lessor may have on account of such default. The notice of default may be posted on the demised premises or given to the person at such time in charge of the premises. It is specifically understood and agreed that cancellation of the Agreement by Lessor for cause can be done at any time during the 3-year lease term specified herein after failure by Lessee to correct an event of default as aforesaid.

(9) Upon the expiration of the current 3-year lease term, Lessee will have first refusal to rent the hangar at a rate and for a term set in the discretion of the Asheboro City Council.

(10) Lessee shall not engage in general competition with the fixed base operator or other operations at the Asheboro Regional Airport. This provision is not intended to create a monopoly for the present fixed base operator and is made a part of the Agreement solely on account of the nominal rental rate charged under the Agreement.

(11) It is understood and agreed that the purpose of this lease is to provide a place for Lessee to conduct operations and training essential to its mission and to store, maintain, repair, and service its aircraft. Any other use to be made of the premises shall be subject to the written approval of the Asheboro Airport Authority; and it is further expressly agreed that the demised property shall not, at any time during the term of this Agreement, be used for such purpose or in such manner that the sight, sound, or traffic into or out of the demised premises could reasonably be considered to be objectionable or hazardous to the facilities and operations of the Asheboro Regional Airport. Parking of Lessee's emergency medical vehicle in the hangar is permitted.

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

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

(14) Lessee does hereby promise and agree to hold harmless and indemnify the Asheboro Airport Authority and the City of Asheboro for any costs, losses, and/or damages caused by Lessee and its guests, licensees, successors, assigns, and/or contractors arising out of or in the course of the use of the demised property. The costs and damages that fall within the scope of this hold harmless and indemnification provision include, without limitation, any and all attorneys' fees, court costs, damage awards of any kind, and any other costs or charges arising out of any litigation based, in whole or in part, on the intentional or negligent acts of Lessee and its guests, licensees, successors, assigns, and/or contractors.

(15) Lessee shall be responsible for maintaining all insurance, including fire and extended coverage insurance.

(16) E-Verify Compliance Section: Pursuant to Section 143-133.3 of the North Carolina General Statutes, the Asheboro City Council is prohibited from entering into contracts such as this Agreement unless the contractor, which is Lessee in this case, and the contractor's subcontractors under the contract comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Article 2 of Chapter 64 establishes North Carolina's E-Verify requirements for employers. For the sole and limited purpose of creating a valid contract with the City of Asheboro, Lessee hereby represents and covenants that Lessee and its contractors and subcontractors who may perform work on the demised premises are compliant and will remain compliant throughout the duration of this Agreement with the cited requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Lessee acknowledges and agrees that the City of Asheboro is relying upon this E-Verify compliance section to enter into the Agreement. The parties agree to this contractual provision only to the extent authorized by law.

(17) Lessor and Lessee each acknowledge and represent that it is duly organized, validly existing, and in good standing and has the right, power, and authority to enter into the Agreement and bind itself hereto through the official set forth below as signatory for the party.

[The remainder of this page was purposefully left blank.
The signatures, attestations, and notarial certificates of the appropriate officials for the respective parties are on the next two pages.]

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

Lessor:

CITY OF ASHEBORO

By: _____
Mayor of the City of Asheboro

ATTEST:

_____
Holly H. Doerr, CMC, NCCMC, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

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

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

_____
Signature of Notary Public

_____
Printed or Typed Name of Notary Public

My commission expires:

_____

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

Lessee:

CIVIL AIR PATROL

By: _____
Kristena E. Jones, Chief Operating Officer
Civil Air Patrol

STATE OF _____
COUNTY OF _____

I am a Notary Public of _____ County, State of _____, and I do hereby certify that Kristena E. Jones personally appeared before me this day and acknowledged that, as Chief Operating Officer of the Civil Air Patrol, she is a corporate officer for the Civil Air Patrol and that, by authority duly given and on behalf of the Civil Air Patrol, she duly executed the foregoing instrument for the purposes therein expressed.

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

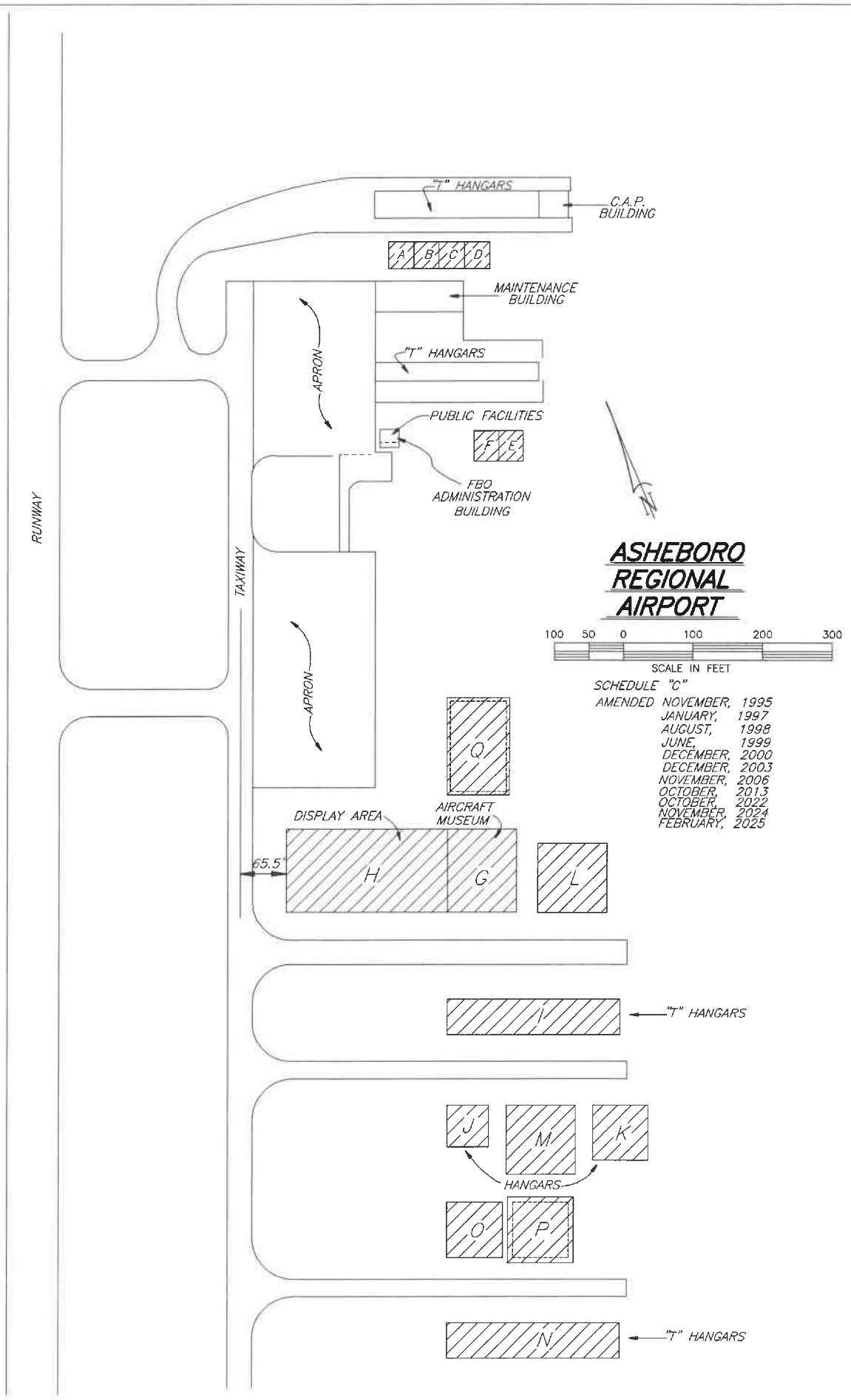
_____
Signature of Notary Public

_____
Printed or Typed Name of Notary Public

My commission expires:

_____

EXHIBIT 1


"T" HANGARS
C.A.P. BUILDING
A
B
C
D
MAINTENANCE BUILDING
APRON
"T" HANGARS
PUBLIC FACILITIES
F
E
FBO ADMINISTRATION BUILDING
RUNWAY
TAXIWAY
ASHEBORO REGIONAL AIRPORT
100 50 0 100 200 300
SCALE IN FEET
SCHEDULE "C"
AMENDED NOVEMBER, 1995
JANUARY, 1997
AUGUST, 1998
JUNE, 1999
DECEMBER, 2000
DECEMBER, 2003
NOVEMBER, 2006
OCTOBER, 2013
OCTOBER, 2022
NOVEMBER, 2024
FEBRUARY, 2025
APRON
Q
DISPLAY AREA
AIRCRAFT MUSEUM
65.5'
H
G
L
I
"T" HANGARS
J
M
K
HANGARS
O
P
N
"T" HANGARS