AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, MAY 8, 2025, 6:00 PM

1. Call to Order

2. Silent Prayer and Pledge of Allegiance

3. Public Comment Period

OLD BUSINESS

4. Resumption of legislative hearings continued from April 10, 2025.

   (a) Legislative Hearing (Case No. RZ-25-08): Request to apply City of Asheboro high-density residential conditional zoning (RA6 (CZ)) for development with multiple family dwellings and a residential planned unit development with single-family dwellings on property located on Crestview Church Road, approximately 1100 feet southwest of Zoo Parkway. [A second continuance to June 5, 2025, has been requested.]

   (b) Public Hearing – Annexation petition submitted by Mark Braswell for property located along Crestview Church Road. [A second continuance to June 5, 2025, has been requested.]

   (c) Legislative Hearing (Case No. RZ-25-07): Request to rezone property from OA6/RA6 office apartment and high density residential to OA6 (CZ) office-apartment conditional zoning for development with multiple family dwellings located at 721 Sunset Avenue and 129 South Cherry Street.

5. Recreation Services Director Jonathan Sermon will discuss and request council action on amended rules for the Downtown Farmers' Market.

NEW BUSINESS

6. Consent Agenda

   (a) Approval of the meeting minutes for the regular city council meeting on April 10, 2025.

   (b) Adoption of a resolution expressing the city council's opposition to the preemption of local government development regulations found in House Bill 765.

(c) Approval of the community development division's request to schedule for the city council meeting on June 5, 2025, and to advertise, a legislative hearing on an application (RZ-25-11) to rezone property at 619 Albermarle Road (Randolph County Parcel Identification Number 7750575394) from R7.5 medium-density residential/B2 general commercial to B2 general commercial zoning on the entire parcel.

(d) Acknowledgement of the receipt of the monthly report detailing major subdivisions administratively approved. *(There have been none approved.)*

(e) Acknowledgement of the receipt of the City of Asheboro Planning Board Annual Report.

(f) Acknowledgement of the receipt of certificates of service pertaining to final decision documents for land use file/case numbers SUP-24-02 and SUP-25-01.

(g) Approval of an audit contract with Thompson, Price, Scott, Adams, & Co., P.A. for the fiscal year ending June 30, 2025.

7. Community Development Director John Evans will present the initial testimony for the following land use cases.

(a) Legislative Hearing (Case No. RZ-25-09): Request to rezone property at 124 Woodcrest Road to an amended I2 (CZ) general industrial conditional zoning district to allow manufacturing, processing, and assembly-heavy, specifically machine shop, warehouse, wholesale distribution, and open storage uses.

(b) Legislative Hearing (Case No. RZ-25-10): Request to rezone property located on Mountain Road, Lincoln Avenue, and Springdale Lane from RA6 (CZ) high-density residential conditional zoning to R10 (CZ) conditional zoning to allow single-family and two-family dwellings.

(c) Quasi-Judicial Hearing (Case No. SUP-25-02): Request for a special use permit for property located at 2112 South Fayetteville Street to authorize a new land use classified as "Signs, Off premise Billboard & Poster Panel, etc."

8. Finance Director Deborah Reaves will request council action on the following ordinances:

   (a) Ordinance to amend the General Fund to allocate additional funding for health insurance;

   (b) Ordinance to amend the Water & Sewer Fund to allocate additional funding for health insurance; and

   (c) Ordinance to amend the General Fund to allocate funding for operational expenses.

9. Annexation Petition – 41,288 Square Feet of Land between Interstate Highway 73/74 and Uwharrie Street

   (a) Public Hearing – City Engineer Michael Leonard, PE will present the initial testimony.

   (b) Consideration of an ordinance to extend the corporate limits.

10. City Engineer Michael Leonard, PE will present the following Asheboro Regional Airport items.

    (a) Asheboro Airport Authority Annual Report

    (b) Discussion and consideration of potential grant funding from FAA ATP (Airport Terminal Project) funds of up to $2,000,000 towards the construction of a new terminal building.

    (c) Discussion and consideration of a recommendation from the Asheboro Airport Authority to amend subleasing provisions in current and future private hangar leasing agreements.

11. Asheboro Police Chief Robert L. Brown, Jr. will present the following items.

    (a) Asheboro Police Department Annual Report

    (b) Discussion of utilization plans contemplated for the old police shooting range.

12. Assistant City Manager Trevor Nuttall will report on the operational effectiveness of three recently converted signalized intersections to provisional all-way stop intersections and will request city council to direct the city attorney to prepare the necessary ordinances for permanent conversions to all-way stops.

13. Mayor Smith will announce upcoming events and items not on the agenda.

14. Mayor Smith will request a motion to go into closed session to discuss a business expansion/location issue and to give city staff instructions about negotiable contract terms for property acquisition.

15. Return to open session and adjournment.

Agenda Items 4(a) and 4(b)

RZ-25-08

RZ-25-08: Request to apply City of Asheboro High-Density Residential zoning (RA6 (CZ)) for development with multiple family dwellings and Residential Planned Unit Development with Single-family dwellings on property located on Crestview Church Road, southwest of 1172 Crestview Church Road (Randolph County Parcel Identification Number 7669360946), approximately 1100 feet southwest of Zoo Parkway.

Public Hearing – Annexation petition submitted by Mark Braswell for property located along Crestview Church Road.

(The applicant has requested a second continuance of these items until the June 5, 2025 City Council meeting.)

John Evans

To: Justin Luck; Trevor Nuttall
Subject: RE: [External Sender] Braswell Annexation Markup (Your Job # 17166)

From: Adam Carroll <adam.carroll@timmons.com>
Sent: Thursday, April 24, 2025 11:10 AM
To: Justin Luck <jluck@ci.asheboro.nc.us>
Subject: RE: [External Sender] Braswell Annexation Markup (Your Job # 17166)

Hi Justin,

Please see below in red.

Thanks,
Adam

From: Justin Luck <jluck@ci.asheboro.nc.us>
Sent: Thursday, April 24, 2025 8:54 AM
To: Adam Carroll <adam.carroll@timmons.com>
Subject: RE: [External Sender] Braswell Annexation Markup (Your Job # 17166)

Hi Adam,

I've been asked to reach out for a couple clarifications on the continuance request:

- Please confirm that the applicant's request is indeed to continue the rezoning hearing to the June 2nd Planning Board meeting and June 5th City Council meeting and continue the annexation hearing to the June 5th City Council meeting.
  Confirmed.

- Please provide a brief explanation to why the continuance is being requested. Since a continuance requires City Council action, and technically could be approved or denied, it is important to provide some background. This statement will be provided to the Council in their meeting packets, which are also made available for public viewing on the city website.
  Due to market conditions and potential opposition to our original plan, we are respectfully requesting a continuance in order finalize a new concept.

Please let me know if you have any questions.

Thanks,

Justin

Justin T. Luck, AICP
Planning & Zoning Director
Planning & Zoning Dept.
336-626-1201 x 2392
www.asheboronc.gov

Agenda Item 4(c)

RZ-25-07

Application to rezone properties located at the corner of Sunset Avenue and S. Cherry Street (Randolph County Parcel Identification Numbers 7751429797, 7751520778, 7751520554 and portion 7751521594). The request is to rezone existing OA6 and RA6 Residential zoning district to OA6 (CZ) Conditional zoning for a Dwelling – Multiple Family land use.

Zoning Map Amendment: RZ-25-07
Staff Report prepared for Asheboro City Council
Date: May 8, 2025

1. Request	
Applicant: Clayton Terry Tucker	**Property Owner:** Clayton Terry Tucker
Zoning	
Existing: OA6 Office-Apartment and RA6 High-Density Residential	
Proposed: OA6 (CZ) Office-Apartment Conditional Zoning	
History: None	
Required Notice	
Mailed Notice by Applicant: 2-17-25	
Mailed Notice by Staff: 3-27-25	
Published Notice: 3-20-25 & 3-27-25	
Posted Notice: 3-25-25	

2. Site Information	
Location	Corner of Sunset Avenue and S. Cherry Street (721 Sunset Ave and 129 S. Cherry St.)
PIN	7751429797, 7751520778, 7751520554 and portion of 7751521594
Size	2.02 acres +/-
Jurisdiction	Corporate Limits
Current Land Use	Vacant and Dwelling – Single Family
Overlay Districts	PINs (last 4 digits) 9797 & 0778 are in Center City Planning Area – Tier 3
Infrastructure	City utilities available
Transportation	
Street Classification:	Sunset and S. Cherry are minor thoroughfares
Maintenance:	Both streets are state maintained
Other Notes:	• NCDOT 2022/2023 Annual Average Daily Traffic: ○ Sunset Avenue: 6,500 (2012 existing capacity: 10,200) ○ S. Cherry Street: 1,500 (2012 existing capacity: 9,900)
Surrounding Land Use	
North:	Multi-family Residential
South:	Residential
East:	Planned Unit Development - Townhomes
West:	Proposed Multi-family Residential, existing Place of Assembly

3. Staff Analysis
1) Proposed use is a 44, 1 bedroom unit apartment complex (Dwelling – Multiple Family). The plan notes that the structures will be two-story.
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) **Dwelling/Residence, Multiple Family definition:** A structure containing three or more dwelling units.
4) A mixture of underlying zoning districts and overlay zoning districts exists across the four properties. Dwelling – Multiple Family is regulated differently in the Tier 3 Center City Planning Overlay District. For example, density in the overlay district is regulated through built-upon area and height, as opposed to the underlying zoning in which it is regulated through Floor Area Ratio. Other differences include front yard landscaping and protective yards (buffer/screens).
5) The proposed built-upon area is 52.4%, less than the maximum percentage permitted in Tier 3 CCPA overlay at 55%. The sidewalk along S. Cherry St. is included in the built-upon calculation since the right-of-way is not wide enough to fit the entire width of the sidewalk.
6) There are 21.8 dwelling units proposed per acre. This is less dense than the abutting Sunset Place Apartments, which has 24.3 units per acre and less than the abutting, recently approved Cypress on Sunset Apartments, which proposed 34.2 dwellings per acre.
7) Proposed recreation space ratio is 5.7%, and the applicant proposes a passive area with picnic and seating facilities. Ordinance typically requires between 2.5% - 6.6%.
8) NCDOT has reviewed the site plan and determined that it is acceptable and eligible for a driveway permit.
9) Building elevations have the potential to be compatible with neighboring multi-family development and the surrounding area. These are critical to compliance with the Land Development Plan's Community Appearance Goals and Policies, including Goal 3.2 which emphasizes "quality design demanding appropriate scale and context" and Policies 3.2.1 and 3.2.4, which emphasize orientation of streetscapes, compatibility of architectural design with surrounding land uses, and orientation/screening of mechanical equipment away from public view and streetscapes.
10) Building elevations propose materials of brick and fiber cement (such as Hardie Plank) siding. In addition, the applicant proposes providing four simulated windows on the wall facing Sunset Avenue and "parged with slightly contrasting cementious material." While not required by the ordinance, this is consistent with the types of design elements suitable to avoid blank, uninterrupted facades.

4. Modifications to Ordinance Regulations

1) (-) Front setback along Sunset Avenue (Building would typically need to be placed within 49-69' of front property line; 41.6' proposed)
2) (+) 73 parking spaces are required. 78 parking spaces are proposed.
3) (+) Evergreen tree as alternate Screen A along eastern property line (typically could be satisfied with shrubs or fence)
4) (+) Sidewalk construction along S. Cherry St. and sidewalk connection to Sunset Ave.
5) (+) Stormwater control measures

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

A) The use approved shall be Dwelling – Multiple Family consisting of a total of 44 dwelling 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) It shall be the property owner's responsibility to obtain all permits and approvals required for the proposed land use, including but not limited to, NCDOT driveway permitting.

D) Prior to the issuance of a zoning compliance permit, a site plan and building elevations demonstrating compliance with all applicable zoning regulations and conditions, as well as the applicable permit fee, shall be submitted.

E) Prior to the issuance of a zoning compliance permit for the proposed land use, the applicant shall provide a sealed survey plat by a Professional Land Surveyor for recording identifying the boundaries of the approved Conditional Zoning District.

F) Mail delivery shall be provided on the final site plan, subject to postal service and/or NCDOT requirements. Any changes on the site plan necessary to comply with requirements for mail delivery will not be considered a modification of the Conditional Zoning district requiring Council action.

G) If plans for solid waste disposal are deemed to be inadequate, the property owner shall be responsible for ensuring that additional facilities or measures are installed. Any such facilities shall be consistent with city policies and codes.

H) The sidewalk parallel to South Cherry Street, extending the length of the subject property, may be located within the public right-of-way or on private property within the front yard parallel to South Cherry Street between the right-of-way and parking if site constraints (such as topography, utilities, etc.) or NCDOT not granting an encroachment agreement precludes location entirely within the public right-of-way of South Cherry Street.

I) Existing vegetation may be credited towards meeting the required landscaping if located in the appropriate locations and if it meets or exceeds the ordinance intent for landscaping shown on the site plan.

J) Prior to the issuance of a zoning compliance permit, the applicant shall submit details showing compliance with ADA requirements regarding parking and accessibility to the building(s). Any changes necessary to the site plan for ADA compliance shall not be considered a modification of the conditional zoning district requiring Council action.

K) No outdoor recreational vehicle parking or storage shall be permitted on the property.

L) Stormwater control measures designed by a licensed professional shall be provided. Measures shall control, at minimum, the ten-year post-development peak discharge rates to pre-development peak flow rates, for any net increase of built-upon area on the site. 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.

M) The owner(s) of the Zoning Lot shall properly execute, and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Zoning in the chain of title for the Zoning Lot.

6. Land Development Plan Consistency and Reasonableness	
Proposed Land Use Map	Town Activity Area/Neighborhood Residential
Growth Strategy Map	Primary Growth

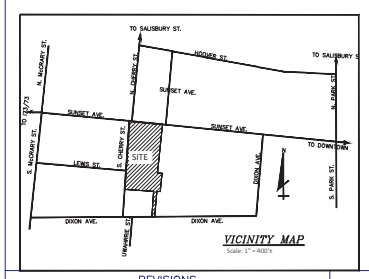
Small Area Map	Central
LDP Goals/Policies Supporting Request • Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance. • Checklist Item 5: The proposed rezoning is compliant with the objectives of the Growth Strategy Map. • Checklist Item 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; 13.) The property is located outside of Special Hazard Flood Area; 14.) Rezoning is not located on steep slopes of greater than 20%.	
LDP Goals/Policies Not Supporting Request • N/A	

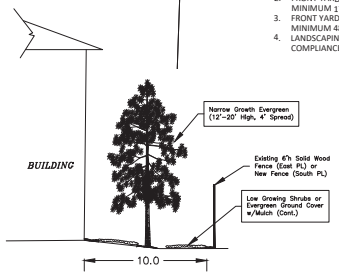
7. Recommendations and City Council Action Items	
Staff Recommendation	Approve. Staff's recommendation is to approve the request, subject to proposed conditions and consistency and reasonableness statements that the Planning Board adopted below, noting that the updated building elevations and site plan details help address compatibility with the neighboring multi-family developments and the area.
Planning Board Recommendation	Approve attaching conditions as summarized.
Planning Board Plan Consistency and Reasonableness Statement	The zoning map amendment is consistent with Asheboro Land Development Plan in that it is consistent with the zoning district statement of intent, is located in the primary growth strategy area, would reuse underutilized land served by existing city utilities close to the downtown area, and includes measures to limit environmental impact. The zoning map amendment is reasonable given the size and physical conditions of the property, the similarity of the amendment to abutting development and development approvals, providing housing opportunities close to employment and services, the reuse of property afforded to the property owner, the amenities to be provided to future residents of development and the surrounding community (sidewalk), and the protections offered to adjoining property owners through the approved site plan and conditions. Building elevations have the potential to be compatible with neighboring multi-family development and the surrounding area, and staff continues to work with the applicant on finalizing these details.

City Council Action Items	1) Adopt Plan Consistency and Reasonableness Statement 2) a) Approve or deny zoning map amendment RZ-25-07; rezone existing OA6 and RA6 Residential zoning district to OA6 (CZ) Conditional zoning for a Dwelling – Multiple Family land use b) Attach zoning conditions as summarized or with modification.

LANDSCAPING NOTE:

1. TREES AND SHRUBS ARE SHOWN FOR ILLUSTRATION PURPOSES ONLY. FINAL SELECTION OF TREES, SHRUBS & GENERAL LANDSCAPING WILL BE PERFORMED IN CONSULTATION WITH A QUALIFIED LANDSCAPER CONTRACTOR TO INSTALL ACCORDING TO COA REQUIREMENTS.
2. FRONT YARD LANDSCAPING ALONG SUNSET AVE. SHALL BE MINIMUM 17 SHRUBS & TREES.
3. FRONT YARD LANDSCAPING ALONG CHERRY ST. SHALL BE MINIMUM 48 SHRUBS & 24 TREES.
4. LANDSCAPING PLAN WILL BE SUBMITTED TO COA FOR COMPLIANCE REVIEW PRIOR TO INSTALLATION.





SITE DEVELOPMENT PLAN

1" = 20'

NOTES

Total Area = 2.02 Acres (Does not incl. South, Tucker Lot - 0.497 AC.)
Area indicated was obtained from available GIS data.

Deed Ref. - D.B. 2639, Pg. 2250 + Plat Map

PIN - 7751520578
7751429797
7751520554
7751521594
(Properties will be combined in Final Plat)

Exist. Zoning - OA6, RA6 -- Zoning Requested: CZ-OA6

Total Number of Units: 44
Units/Acre: 21.8
Impervious Surface: ±1.06 Ac.

% Impervious Surface: ±52.4%

Parking Spaces Required: 1.5/1-bdrm. unit =66
Overflow: 1 sp./10 sp. Req'd.= 6.6 (Used 7)
Total required = 73
Total Parking Provided = 74 + 4 hdcp. = 78

Utility Locations Shown are Approximate

Recreation Vehicle Parking on-site is Prohibited

On-Site lighting will be specified to meet the requirements of Chapt. 6 of the COA Ordinance.

SCM Will be Some Form of Bio-Retention and Will Depend Upon the Exist. Storm Water System to Accept the Flow.

OWNER/DEVELOPER:
CLAYTON TERRY TUCKER
465 LEWALLEN ROAD
ASHEBORO, N. C. 27205
(336) 669-6427

REVISIONS

BY	DATE	DESCRIPTION	SYM.
HJM	02/25/25	REV. TO ADDRESS NCDOT & COA COMMENTS DTA. (circa) 02/21/25	na
HJM	03/15/25	REV. PER COA EMAIL DTD. 3/12/25 TO CHANGE SCREEN "C" TO "A"	△
HJM	0423/25	MAJOR REV. REDESIGNED BLDG. FOOTPRINT ALONG WITH PARKING &	
		VARIOUS OTHER FEATURES.	na

FINAL DRAWING FOR REVIEW PURPOSES ONLY NOT RELEASED FOR CONSTRUCTION

CONSULTING, CIVIL ENGINEER
HIRAM J. MARZIANO, PE
PO Box 278, Asheboro, NC 27204 - (336)493-4450
hmarziano@triadbiz.rr.com

PRELIMINARY SKETCH PLAN

CHERRY STREET APARTMENTS
City of Asheboro
Randolph County, North Carolina

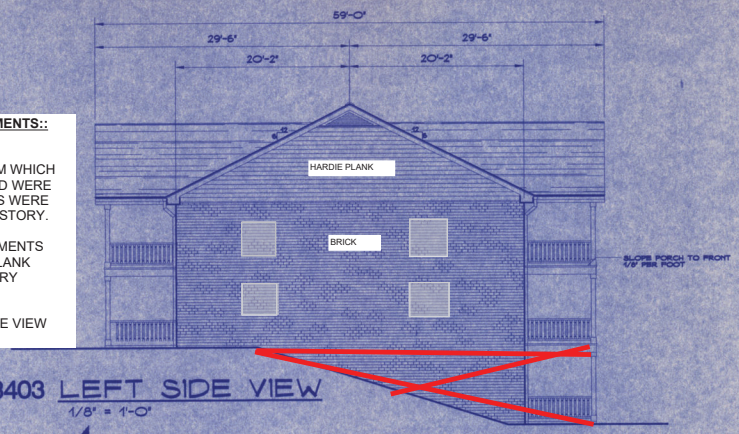
Scale:	1" = 20'
Date:	03/02/2025
Drawn:	TS/HJM
Checked:	---
Job No.:	
Sheet No.:	1
Of: 1	Version: 2

EXAMPLE ELEVATION for PROPOSED CHERRY ST. APARTMENTS::
Mr. Terry Tucker, Developer

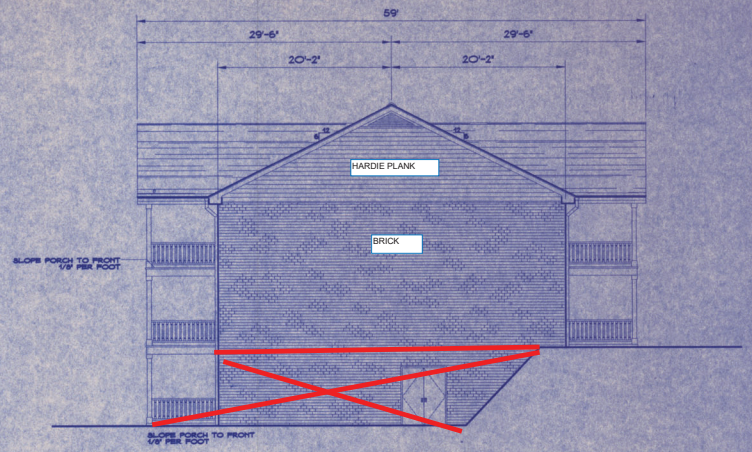
THESE ELEVATIONS ARE THE ARCHITECT DRAWINGS FROM WHICH THE EXISTING ARLINGTON APARTMENST ON FARMER ROAD WERE CONSTRUCTED BY THIS DEVLEOPER. THE ORIGINAL PLANS WERE DRAWN AS A 3-STORY BUILDING BUT CONSTRUCTED AS 2-STORY.

THESE PLANS WILL BE USED FOR THE CHERRY ST. APARTMENTS ALSO AND WILL BE CONSTRUCED USING BRICK, HARDIE PLANK SIDING & ASPHALT ROOFING SHINGLES. AGAIN AS A 2-STORY BUILDING.

THE FRONT SIDE VIEW WILL BE THE SAME A THE REAR SIDE VIEW SHOWN.



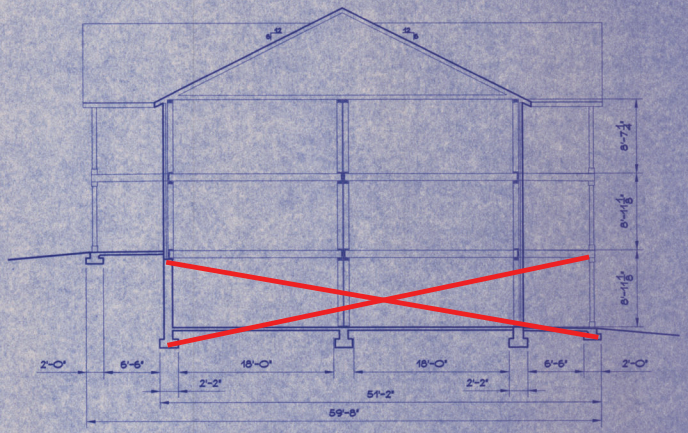
B403 LEFT SIDE VIEW
1/8" = 1'-0"



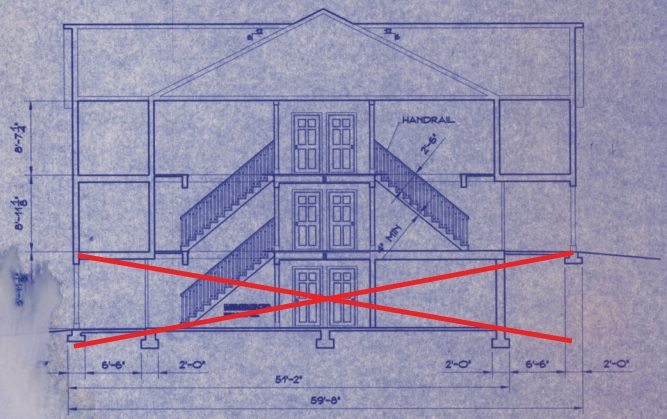
B404 RIGHT SIDE VIEW
1/8" = 1'-0"

NOTE: ON THE BRICK WALL OF THE LARGE BLDG. THAT FACES SUNSET ONLY, 4 AREAS WILL BE INSET TO SIMULATE WINDOWS AS APPROX. SHOWN ABOVE. THE AREAS WILL BE PARGED WITH SLIGHTLY CONTRASTING CEMENTIOUS MATERIAL .

B402 REAR SIDE VIEW
1/8" = 1'-0"

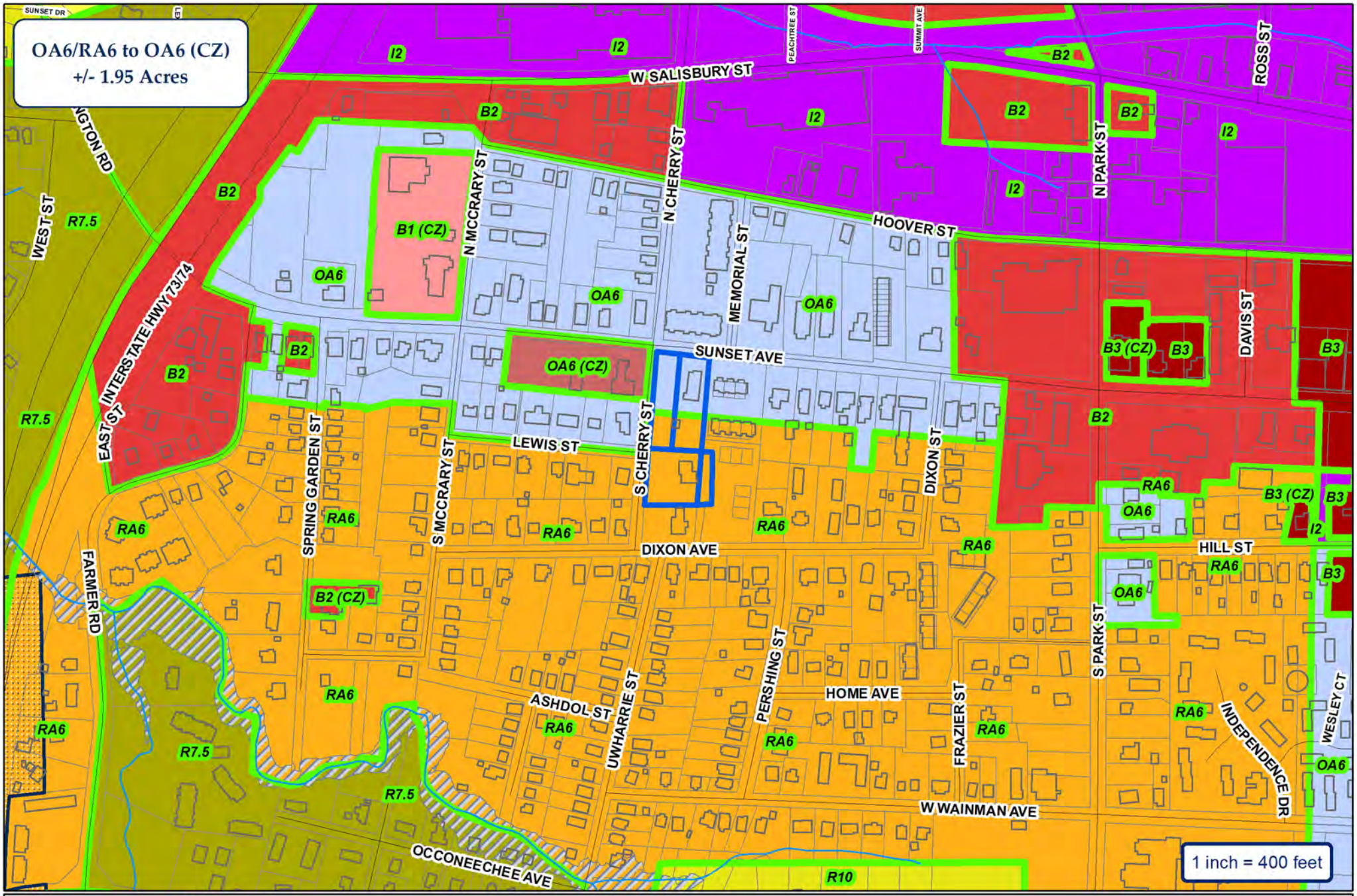


B405 SECTION VIEW
1/8" = 1'-0"



B406 SECTION VIEW
1/8" = 1'-0"

EXAMPLE ELEVATIONS OF THE BUILDINGS FOR CHERRY STREET APARTMENTS.
No Scale



City of Asheboro Planning & Zoning Department

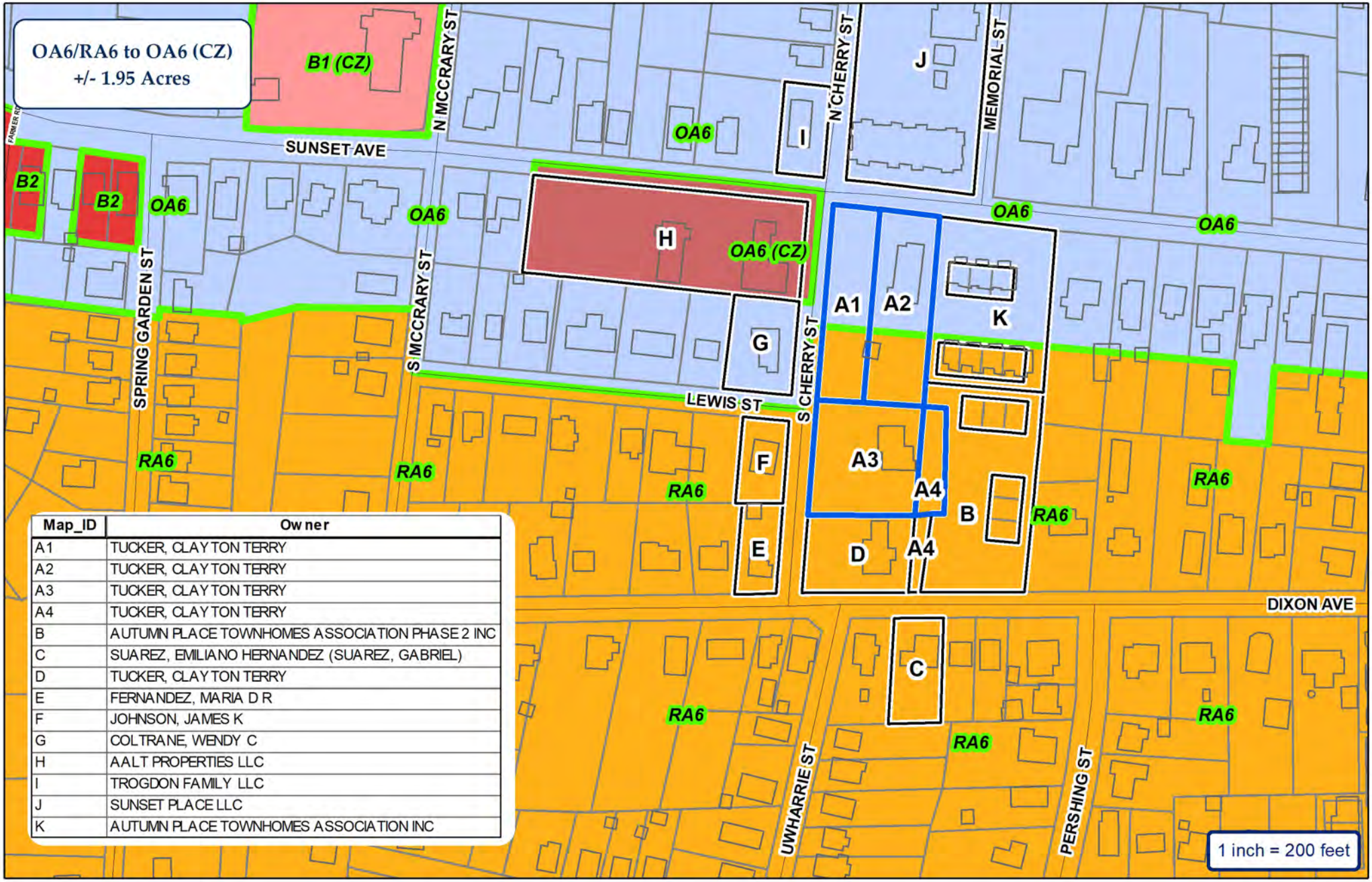
Rezoning Case: RZ-25-07

Parcels: 7751429797, 7751520554, 7751520778 & 7751521594

ETJ

Subject Property

Zoning



Map_ID	Owner
A1	TUCKER, CLAYTON TERRY
A2	TUCKER, CLAYTON TERRY
A3	TUCKER, CLAYTON TERRY
A4	TUCKER, CLAYTON TERRY
B	AUTUMN PLACE TOWNHOMES ASSOCIATION PHASE 2 INC
C	SUAREZ, EMILIANO HERNANDEZ (SUAREZ, GABRIEL)
D	TUCKER, CLAYTON TERRY
E	FERNANDEZ, MARIA D R
F	JOHNSON, JAMES K
G	COLTRANE, WENDY C
H	AALT PROPERTIES LLC
I	TROGDON FAMILY LLC
J	SUNSET PLACE LLC
K	AUTUMN PLACE TOWNHOMES ASSOCIATION INC

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

ETJ

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-07

Parcels: 7751429797, 7751520554, 7751520778 & 7751521594

Subject Property
Adjoining Properties
City Zoning

N
W
E
S

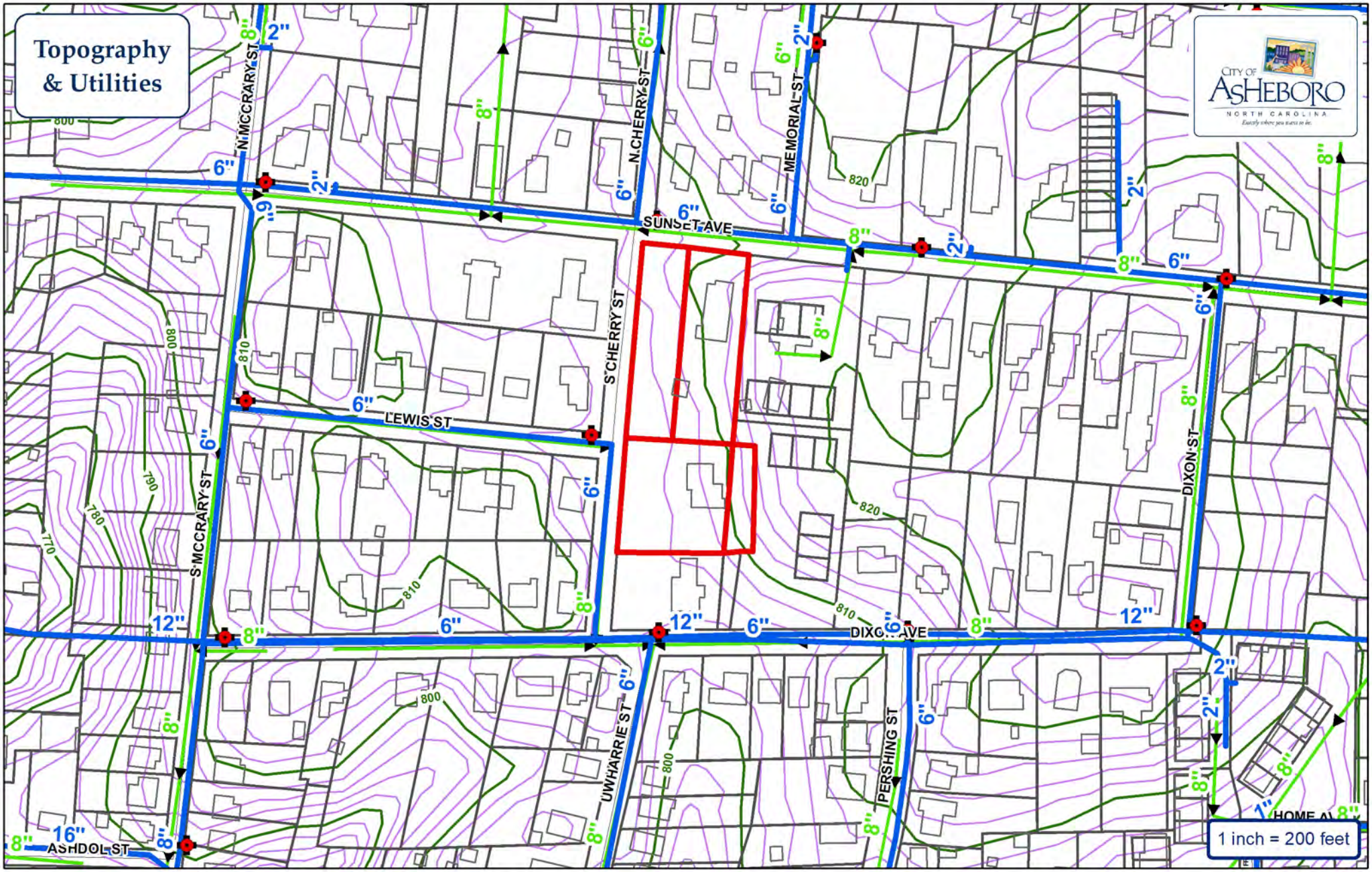
CITY OF ASHEBORO
NORTH CAROLINA
Exactly where you want to be.

ETJ

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-07

Parcels: 7751429797, 7751520554, 7751520778 & 7751521594



Water Main
Sewer Main
Force Main
Fire Hydrant
Pump Station
Watershed

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-07

Parcels:

7751429797, 7751520554, 7751520778 & 7751521594

Subject Property

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-07

Parcels: 7751429797, 7751520554, 7751520778 & 7751521594

Subject Property

Zoning

APPLICANT INFORMATION

Applicant Clayton Terry Tucker *Applicant's Phone #* 336-625-1090

Applicant's Address 465 Lewallen Road
Asheboro, NC 27203

Applicant email address doublet@triad.rr.com

PROPERTY INFORMATION

Property Owner's Name Clayton Terry Tucker

Location of Property Corner of Sunset & Cherry Street *Property Size (ac. or s.f.)* 2.02

Randolph County Property Identification Number (PIN#) 775120578-7751429797-7751520554-7751521594

Current Zoning District OA5-RA6 *Requested Zoning District* CZ-OA6

Date Property Title Acquired 10-20-2023 *Deed Book* 2881 ~~2881~~ *Page* 197 ~~194~~

Subdivision _____ *Section* _____ *Lot #* _____

Plat Book _____ *Page* _____

CONDITIONAL ZONING DISTRICT INFORMATION (Attach additional sheets if necessary)

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

To build a 48 unit 1 BR apartment complex to serve the citizens of Asheboro.

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

Devlopment patterns within the immediate area,use of infrastructure and investment in primary growth areas.

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 City's growth shows the need for additional housing. The development is near downtown and other properties with CZ-OA6 zoning are factors for the intended use of this property.

APPLICATION SIGNATURES

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

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

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

Applicant Signature

Printed Name of Authorized Signatory (if different from Applicant)

Position/Relationship of Authorized Signatory to Applicant

Owner Signature (if different than Applicant)

Owner Address

Telephone Number

336-625-1090

Printed Name of Authorized Signatory (if different from Owner)

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: JTL ***Date:*** 2-13-25 ***Case Number:*** 25-07

BK 2881 PG 197 (4)
This document presented and filed:
10/23/2023 02:16:42 PM
DEED
Fee $26.00 Excise Tax: $274.00
20172687
Randolph County North Carolina
Krista M. Lowe, Register of Deeds

NORTH CAROLINA
GENERAL WARRANTY DEED

Excise Tax: **$274.00** Recording Time, Book and Page:

Tax Map No. Parcel Identifier No: **7751.52.0778 & 7751.42.9797**

Mail after recording to: **P/U Taylor Callicutt**

This instrument was prepared by: **TBC/abh: Taylor Callicutt Attorney at Law: PO Box 2445 Asheboro NC 27204**

THIS DEED made this **19th** day of **October**, 2023. by and between

GRANTOR

John S. Lewis III and wife, Phyllis Lewis: 4358 Old Lexington Road, Asheboro, NC 27205

And

Pinnacle Bank as Trustee of the Nathaniel Harrison Jr. Revocable Trust:

GRANTEE

Clayton Terry Tucker (unmarried)

Mailing Address: 465 Lewallen Road Asheboro, NC 27205

Property Addresses: 721 Sunset Avenue, Asheboro, NC 27203 & "0" S. Cherry Street, Asheboro, NC 27203

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

WITNESSETH, that the Grantor, 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:
BEGINNING ON THE EAST SIDE OF CHERRY STREET IN LACY LEWIS LINE 300 FEET SOUTH OF SUNSET AVENUE, RUNNING THENCE SOUTH 6 DEG. WEST ABOUT 300 FEET TO DIXON STREET; THENCE AN EASTWARD COURSE ALONG DIXON STREET TO AN IRON STAKE THE HUGH PARKS' HOMEPLACE;

THENCE NORTH ALONG THE HUGH PARKS' HOMEPLACE LINE 6 DEG. EAST ABOUT 300 FEET TO A STAKE; THENCE RUNNING A WESTWARD COURSE PARALLEL WITH SUNSET AVENUE170 FEET TO THE BEGINNING. BEING THE PROPERTY CONVEYED TO THE LATE LULA E. LEWIS BY LACY S. LEWIS AND WIFE.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book **397**. Page **324**, **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.

[SIGNATURE PAGES TO FOLLOW]

John S. Lewis III (SEAL)
John S. Lewis III

Phyllis Lewis (SEAL)
Phyllis Lewis

State of NORTH CAROLINA, **Randolph** COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: **John S. Lewis III, Phyllis Lewis.**

Witness my hand and official stamp or seal, this the 23 day of **October, 2023.**

My Commission Expires: **07/07/2024**

Aubrey B. Hoag, Notary Public

AUBREY B. HOAG
Notary Public
RANDOLPH COUNTY, NC
My Commission Expires
07-07-2024
RANDOLPH COUNTY, NC.

PINNACLE BANK AS TRUSTEE
OF THE NATHANIEL HARRISON JR. REVOCABLE TRUST

By: Erich Hamm (SEAL)
ERICH HAMM, TRUSTEE

NORTH CAROLINA

RANDOLPH COUNTY

I, Aubrey B. Hoag, a Notary Public for RANDOLPH County, North Carolina, do hereby certify that **PINNACLE BANK AS TRUSTEE OF THE NATHANIEL HARRISON JR. REVOCABLE TRUST By: ERICH HAMM, as** Trustee for Pinnacle, personally appeared before me this day and acknowledged the due execution of the foregoing document.

WITNESS my hand and notarial seal, this 23 **day of October, 2023.**

Aubrey B. Hoag
Aubrey B. Hoag, Notary Public

My Commission Expires: 07/07/2024

AUBREY B. HOAG
Notary Public
RANDOLPH COUNTY, NC
My Commission Expires
07-07-2024
RANDOLPH COUNTY, NC.

BK 2881 PG 194 (3)
This document presented and filed:
10/23/2023 02:15:13 PM
DEED
Fee $26.00 Excise Tax: $677.00
20172686
Randolph County North Carolina
Krista M. Lowe, Register of Deeds

NORTH CAROLINA
GENERAL WARRANTY DEED

Excise Tax: **$677.00**

Recording Time, Book and Page:

Tax Map No.

Parcel Identifier No: **7751.52.0318; 7751.52.0554 & 7751.52.0554**

Mail after recording to: **P/U Taylor Callicutt**

This instrument was prepared by: TBC/abh: Taylor Callicutt Attorney at Law; PO Box 2445, Asheboro NC 27204

THIS DEED made this **20th** day of **October, 2023** by and between

GRANTOR

John Stanback Lewis III and wife, Phyllis Lewis

AND

Roberta Lee Lewis Brown a/k/a Lee Lewis Brown (unmarried)

Mailing Address: 4358 Old Lexington Road Asheboro, NC 27205

GRANTEE

Clayton Terry Tucker (unmarried)

Mailing Address: 465 Lewallen Road Asheboro, NC 27205
Property Addresses: 143 S. Cherry St.; 129 S. Cherry St.; and "0" Dixon Avenue, Asheboro NC 27203

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

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

SEE ATTACHED EXHIBIT "A"

Exhibit "A"

143 S. Cherry Street, Asheboro, NC 27203
Parcel ID# 7751.52.0318
ASHEBORO TOWNSHIP, RANDOLPH COUNTY, NORTH CAROLINA:

BEGINNING at an iron stake on the North side of Dixon Avenue, L.S. Lewis' corner, and running thence North 86 degrees 33 minutes West along the Northern edge of Dixon Avenue 143.95 feet to a stake; thence North 55 degrees 38 minutes West 33.44 feet to an iron stake, intersection of Dixon Avenue and Cherry Street; thence North 10 degrees 41 minutes West along the Eastern edge of Cherry Street 27.59 feet to an iron stake; thence North 8 degrees 22 minutes East along the Eastern edge of Cherry Street 74.65 feet to an iron stake, L.S. Lewis' corner; thence South 87 degrees 09 minutes East along Lewis' line 189.28 feet to iron stake, Lewis' corner; thence South 11 degrees 10 minutes West along Lewis' line 121.41 feet to the BEGINNING.

129 S. Cherry Street, Asheboro, NC 27203
Parcel ID# 7751.52.0554
ASHEBORO TOWNSHIP, RANDOLPH COUNTY, NORTH CAROLINA:

BEING all of Lot #4, John S. Lewis, containing 32,804 Sq. Ft., 0.753 acre, more or less, pursuant to a survey entitled "Lee Lewis Brown & John S. Lewis" prepared by Steven D. Brown, RLS, designated as Job No. 96126-R, and recorded on June 25, 1998 in Plat Book 54, Page 10, Randolph County Registry.

"0" Dixon Avenue, Asheboro, NC 27203
Parcel ID# 7751.52.1594
ASHEBORO TOWNSHIP, RANDOLPH COUNTY, NORTH CAROLINA:

BEGINNING at an existing iron pipe, the northwest corner of Lot No. 5 of the Lee Lewis Brown and John S. Lewis Property as shown by plat recorded in Plat Book 54, Page 10, Randolph County Registry; thence from said beginning point along Lot No. 1 of said plat, South 81 degrees 54 minutes 26 seconds East 35.08 feet to a new iron pipe and South 05 degrees 58 minutes 54 seconds West 57.03 feet to the southeast corner of said Lot No. 5; thence along Lot No. 2 of said plat, South 05 degrees 58 minutes 54 seconds West 106.28 feet to a new iron pipe, North 86 degrees 30 minutes 11 seconds West 19.09 to an existing iron pipe and South 11 degrees 45 minutes 10 seconds West 121.28 feet to a point in the Northern right of way line of Dixon Street; thence along said right of way North 85 degrees 57 minutes 42 seconds West approximately 19 feet to the original Southwest corner of Vestal's tract; thence along Vestal's original Western line, North 09 degrees 20 minutes 42 seconds East approximately 300 feet to the beginning.

ORDINANCE NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

ORDINANCE AMENDING THE CITY OF ASHEBORO CULTURAL AND RECREATION SERVICES POLICY MANUAL

WHEREAS, the City of Asheboro Cultural and Recreation Services Policy Manual contains the rules and regulations applicable to the city's cultural and recreational programs and facilities, specifically including the Downtown Farmers' Market (the "Market"); and

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

WHEREAS, operational experience at the Market has led the City of Asheboro Recreation Services Director (the "Director") to conclude that the process of evaluating the eligibility of certain produce to be offered for sale at the Market will be improved by utilizing the "North Carolina Fruit and Vegetable Availability" chart (the "Availability Chart") produced by the North Carolina Department of Agriculture and Consumer Services; and

WHEREAS, Article XI of the Manual contains the rules and regulations applicable to the Market; and

WHEREAS, the Director has recommended amending Article XI of the Manual to make technical corrections and to integrate the use of the Availability Chart into the Market rules and regulations; and

WHEREAS, the recommended amendments to Article XI are attached to this Ordinance as EXHIBIT 1, which is hereby incorporated into this instrument by reference as if copied fully herein; and

WHEREAS, for illustrative purposes, the Availability Chart is attached to this Ordinance as EXHIBIT 2, which is hereby incorporated into this instrument by reference as if copied fully herein; and

WHEREAS, the Asheboro City Council has concluded that it is advisable to implement the Director's recommendations.

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

Section 1. Article XI of the Manual is hereby rewritten as specified in EXHIBIT 1.

Section 2. All articles, sections, and provisions of the Manual that are not explicitly modified by the contents of EXHIBIT 1 shall continue in full force and effect without alteration.

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

Section 4. The amendments found in the attached exhibit shall be in full force and effect upon and after May 10, 2025.

The Asheboro City Council approved this Ordinance in open session during a regular meeting on May 8, 2025.

_____

David H. Smith, Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

EXHIBIT 1

ARTICLE XI. DOWNTOWN FARMERS' MARKET

SECTION 11.1 OPERATION AND CONTROL

The Downtown Farmers' Market ~~(hereinafter referred to as the "Market")~~ and the facility in which it is operated (collectively, hereinafter referred to as the "Market") shall be administered by the City of Asheboro ~~Cultural and~~ Recreation Services Director ~~Division~~ in a manner that will provide the citizens of Asheboro and Randolph County with an opportunity for a quality experience. The Asheboro City Council's primary goals and expectations for the Market are as follows: (1) The creation and maintenance of a permanent, safe space for local farmers to sell their goods and thereby increase awareness of the important continuing role of agriculture in Randolph County and the lives of the municipality's citizens; (2) The provision of opportunities for elementary school children to learn about local agricultural activities; and (3) The provision of opportunities for citizens to purchase farm fresh goods.

Subject to the general managerial authority of the Recreation Services Director ~~Cultural and Recreation Services Director and the Recreation Services Superintendent~~, the Cultural Assistant (Cultural Services Department) ~~Program Assistant (Cultural Services) within the City of Asheboro Cultural and Recreation Services Division~~ shall function as the Market Coordinator with supervisory authority and operational responsibility for the Market. For purposes of implementing and interpreting the policies and regulations applicable to the Market, the Cultural Assistant (Cultural Services Department) ~~Program Assistant (Cultural Services)~~ will be referred to as the Market Coordinator. The Market Coordinator is responsible for maintaining the good order of the Market and operating the Market in a manner that furthers, consistent with all applicable laws and the best interests of the City of Asheboro, the City Council's above-stated goals and expectations.

In the interest of operational efficiency, the Market Coordinator is authorized to utilize one or more city employees within the Cultural and Recreation Services Departments ~~Division~~ as his or her on-site designee(s) with full authority to exercise and perform the powers and duties of the Market Coordinator when the Coordinator is unavailable to directly exercise the powers and duties specified herein. Any actions taken by such a designee are subject to final review and approval by the Market Coordinator.

SECTION 11.2 HOURS OF OPERATION

A. The operational hours of the Market shall be set by the ~~Cultural and~~ Recreation Services Director (hereinafter referred to as the "Director") on the basis of the availability of vendors and consumers that wish to sell and buy produce/goods that are eligible for sale at the Market. Unless issues of supply and demand lead the Director to conclude otherwise, the Market shall be open between 7:00 a.m. and 1:00 p.m. on Tuesday, Thursday, and Saturday of each week during the months of May to October.

B. Notwithstanding any other provision found within the adopted Market rules, the Director is hereby granted the authority to exercise his or her professional judgment and adjust the Market's days and hours of operation when the available evidence, including by way of illustration and not limitation the impact of the weather on the availability of agricultural goods as well as the feedback received from vendors and consumers, leads to the conclusion that the Market's operating hours should be increased or decreased. Prior to the opening day of a new Market season or whenever a change in operating days and hours occurs during the season, written notice of the Market's days and hours of operation shall be transmitted by the Director to the city's elected officials and chief executive officer no less than one (1) week in advance of the date upon which such a change in operational times becomes effective.

SECTION 11.3 DAILY FEES CHARGED TO VENDORS

If an individual or agricultural operation is found by the Market Coordinator to be eligible to participate in the Market as a vendor, the approved vendor will be required to pay a daily fee for the privilege of selling authorized items in an assigned space or spaces (a maximum of two spaces may be assigned to a vendor) during the Market's operational hours. This daily fee must be paid by each approved vendor on each day that the vendor is assigned a space or spaces at the Market. These daily fees for Market participants are non-refundable. Consequently, a vendor will not receive a refund of any fees if the Market Coordinator reassigns a vendor to a different space at the Market or orders the vendor to leave the premises due to a violation of the rules established for the operation of the Market.

The amount of the daily fee charged to and collected from approved vendors by the Market Coordinator is the amount established by the Asheboro City Council in the adopted Asheboro Cultural and Recreation Services Schedule of Deposits, Fees, and Charges ~~for the Cultural and Recreation Services Division~~. This schedule of deposits, fees, and charges may be revised at any time and in the sole discretion of the Asheboro City Council.

SECTION 11.4 SUPPLEMENTAL OPERATIONAL RULES AND REGULATIONS

A. The Market Coordinator shall enforce the rules and regulations specified herein on each day of the Market's operation. The Market Coordinator's regulatory duties specifically include, without limitation, daily inspection of the entirety of the items offered for sale at the Market in order to verify that each vendor is offering for sale only those items that fall within the scope of the certification listed in the posted Grower's Certification that was presented by the vendor as a prerequisite for obtaining permission to participate in the Market. The satisfactory completion of the prescribed daily inspections and the compliance or noncompliance of each vendor shall be documented by the Market Coordinator on a daily inspection form. The initials of staff on the daily inspection form shall signify, at a minimum, the payment of the required daily fee and compliance with the Grower's Certification.

B. All goods offered for sale by a vendor must be grown or made by the person, family, or company selling the product at the market. Only home grown or home processed products from the following counties may be sold: Randolph, Alamance, Chatham, Davidson, Forsyth, Guilford, Moore, Montgomery, Richmond and Stanley. The specific types of products that may be sold at the Market are more specifically described in subsection ~~J~~ K.

C. The Market Coordinator is authorized to designate and adjust on an as-needed basis vehicular and pedestrian traffic flow patterns designed, to the fullest extent that is practical and reasonable for the Market Coordinator, to facilitate the creation of a safe and inviting environment for Market participants. This broad authorization includes, without limitation, the authority and duty to assign a space or spaces to an eligible vendor on a daily basis. Subject to the guidelines established within this subsection for receiving priority consideration during the parking space assignment process, eligible vendors will be assigned spaces on a first come, first serve basis.

No space or combination of spaces at the Market can be utilized by a vendor without the express permission of the Market Coordinator. Subject to the rules stated herein, the Market Coordinator is expressly authorized and directed to assign spaces to vendors in a manner designed to facilitate for visitors an enjoyable and rewarding market experience that specifically includes a safe and efficient flow of pedestrian and vehicular traffic on the premises of the Market. The assignment and reassignment of spaces by the Market Coordinator can continue throughout the course of the market day when deemed necessary by the Market Coordinator to maintain the good order of the Market and to maintain the safe flow of pedestrians and motor vehicles.

When assigning vendors to spaces at the Market, priority shall be given to vendors who have excellent rule compliance and attendance records at the Market. This space assignment priority system shall be utilized, without limitation, to determine which vendors are assigned to the spaces located under the shelter (hereinafter referred to as the "Preferred Area") at the Market facility. Regardless of a vendor's attendance record or any other evaluative factor prescribed herein, a vendor that has been found, at any point in time, to be in violation of one or more of the regulations established for the operation of the Market, including without limitation facilitating or in any way encouraging the impeding of a traffic flow pattern established within the Market by the Market Coordinator, will not be assigned a space in the Preferred Area unless and until all vendors with an unblemished compliance record have been assigned their spaces at the time of the official opening of the Market for business.

The space assignment priority system described herein will be used by the Market Coordinator to hold spaces in the Preferred Area for those vendors whose attendance and compliance with Market rules have enabled the vendors to obtain priority assignment status. Assigned spaces in the Preferred Area will be held for designated vendors with priority status until the Market's opening time. Vendors

are to arrive no sooner than one hour before the designated time that the Market opens to obtain access to their assigned space. Once the Market has officially opened, the Market Coordinator is authorized to relocate and reassign vendors without regard to any sort of priority assignment system for the remainder of the day. Once a vendor is properly placed by the Market Coordinator in a space, such a vendor will not be asked to relocate to another location during the course of the day so long as he or she complies with the entirety of the Market rules and is located in the Preferred Area. Overflow areas are not to be used if space is available for a vendor in the Preferred Area.

When spaces are assigned during the opening month of the season, the attendance component of the evaluation process shall be based on the vendor's attendance record during the immediately preceding market season. Subsequent to the initial assignment of spaces at the beginning of the current season, the vendors' attendance record throughout the course of the then current season as well as the level of continuing compliance with Market rules will be reviewed in order to determine if the existing space assignment priorities are to be retained or adjusted.

Regardless of the space assignment priority a vendor might otherwise enjoy at the Market, the maximum number of spaces a vendor can be assigned on any single day is two spaces. If a vendor who has been assigned two spaces for use during the day fails to fully and properly utilize both spaces at any time during the market day, the Market Coordinator, in his or her sole discretion, may order the vendor to immediately consolidate his or her products into a single assigned space. The previously underutilized or improperly utilized space may then be reassigned by the Market Coordinator to another vendor.

If a vendor declines to accept the space(s) initially assigned by the Market Coordinator, such a vendor will not be eligible for the assignment of a space in the Preferred Area until the Market Coordinator has completed the assignment of spaces for all of the vendors who did not reject the Market Coordinator's initial assignment decision. Any vendor who refuses to accept the final space assignment decision of the Market Coordinator shall be asked to leave the Market premises.

D. Each vendor authorized to sell at the Market is responsible for the safety and security of the vendor's products as well as for providing the vendor's own tables and other display items. Excess produce must be removed from the Market ~~market~~ and not dumped in Market ~~market~~ facility trash containers.

E. In order to be a vendor at the ~~Farmers'~~ Market, a prospective vendor must submit a properly completed application and the appropriate fees in good funds to the designated personnel in the City of Asheboro Cultural and Recreation Services Departments ~~Division~~. Furthermore, the Market Coordinator may request additional information and/or documentation from potential applicants in order to research any question(s) that may arise in regard to the applicant's eligibility to be approved as a vendor at the Market. An application to be a vendor at the Market

will not be approved until the Market Coordinator is provided with the requested information and is able to resolve all concerns about the applicant's eligibility to be a vendor.

F. Staff shall review and approve each application. Applications should be received at least two weeks before the vendor plans to begin selling at the Market.

G. All growers must have received a "Grower's Certification" from their local cooperative extension service agent. In order to be deemed valid and in compliance with these rules and regulations, a Grower's Certification must be dated as having been issued on or after April 1 of the market season during which the grower is currently offering goods for sale at the Market. Additionally, each grower must post his or her Grower's Certification for public inspection at the grower's assigned space while selling at the Market.

H. In addition to the Grower's Certification, the most current "North Carolina Fruit and Vegetable Availability" chart produced by the North Carolina Department of Agriculture and Consumer Services will be used to aid the Market Coordinator in evaluating a vendor's eligibility to offer specific types of produce for sale at the Market. If a vendor attempts to offer for sale produce classified as "out of season" on the above-referenced chart, the vendor shall have an affirmative obligation to provide objective and credible evidence to the Market Coordinator that the produce in question is fully compliant with the entirety of the rules and regulations found in this Article. Until the Market Coordinator determines, in his or her discretion, that a vendor has met this affirmative obligation, the specific produce under review must be removed from public view. Upon request, a copy of the chart referenced in this subsection will be made available to potential vendors by the Market Coordinator.

~~H~~ I. All vendors shall display a sign bearing their name and address. This sign shall be prominently displayed by the vendor while selling at the market. The sign shall be provided by the city ~~City of Asheboro Cultural and Recreation Services Division~~.

~~I~~ J. Prices must be posted for all items to be sold.

~~J~~ K. Subject to the controlling provision within these regulations that any and all agricultural items offered for sale at the Market must be within the scope of the posted Grower's Certification, products that can be sold include:

a. Vegetables grown from seeds, sets, or seedlings;
b. Fruits, nuts, or berries;
c. Plants grown from seed, seedling transplant, or cutting;
d. Bulbs;
e. Eggs;
f. Meats;
g. Dairy products;
h. Honey;

i. Cut or dried flowers;
j. Straw;
k. Preserves, pickles, relishes, jams, and jellies produced at home by the seller;
l. Baked goods and any other low-risk packaged foods that are produced at home by the seller subsequent to a successful Home Processor Inspection conducted by the North Carolina Department of Agriculture and Consumer Services (hereinafter referred to as "NCDACS"); and
m. Any other commodity or product that comes directly from the farm without any additional processing beyond the customary process used to harvest the commodity or product, or in the case of edible products is made with a primary ingredient that comes directly from the farm, so long as such items are reasonably determined by the ~~Cultural and~~ Recreation Services Director or his designee to fall within the range of commodities or goods produced by the agricultural sector of the economies in the counties of Randolph, Alamance, Chatham, Davidson, Forsyth, Guilford, Moore, Montgomery, Richmond and Stanley.

~~K~~ L. No low-acid canned foods such as green beans, corn, peas, carrots, etc. may be sold. In addition, no canned tomato products may be sold.

~~L~~ M. All products must be of top quality.

~~M~~ N. All food must meet NCDACS and local health regulations. Members selling prepared foods must provide verification of current NCDACS inspection, specifically including the Home Processor Inspection for items produced in the home, when submitting their application.

~~N~~ O. Food items must be labeled prior to sale with at least the following information:

a. Product name;
b. Manufacturer's name and address;
c. Net weight of the product in ounces/pounds and the gram weight equivalent; and
d. Complete list of ingredients in order of predominance by weight.

~~O~~ P. Only standard canning jars with new rings and lids may be used.

~~P~~ Q. Home baked cakes, pies, cookies, and breads may be sold except cream pies.

~~Q~~ R. All goods marketed as certified goods and/or mandated by any lawful authority to be subjected to an inspection program prior to entering the marketplace must be validated by the vendor offering the goods for sale as compliant with the applicable legal authorities. This validation shall be accomplished by the display at the vendor's assigned space of documentation evidencing the advertised or mandated certification. Additionally, a copy of any such posted documentation must be

provided to the Market Coordinator before the goods referenced in the certification are offered for sale.

~~R~~ S. No live animals may be sold or given away at the Market ~~market~~.

~~S~~ T. No pets are allowed at the Market. Service animals are not deemed to be pets and are allowed at the Market. A service animal is any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability.

~~T~~ U. Any vendor selling meat, dairy, poultry, or other animal products that are regulated by the NCDACS and/or USDA are responsible for satisfying any regulatory requirements prior to selling of product. Vendors must file a copy of Department of Agriculture Form MP-2 (Registration of Poultry and Meat Handlers) with the Market Coordinator and keep a copy of this license with them at all times while selling at the market. Vendors also must inform the Market Coordinator ~~Staff~~ of any change in licensing status immediately upon receiving notice of a change. All products must be stored in a new or like new condition refrigerator or freezer.

~~U~~ V. Scales should be the type that can be or is approved and certified by the NCDACS.

~~V~~ W. Any complaints, disputes, or violations of the rules shall be directed to the Market Coordinator for resolution.

~~W~~ X. Neither the City of Asheboro nor its elected officials, officers, employees, agents or representatives, shall be responsible, in either an official or individual capacity, for loss through theft or otherwise of private property at the Market ~~market~~. The ~~Farmers'~~ Market shall not be responsible for personal injuries or damages to individuals or personal property arising out of the actions or conduct of guests, invitees, or any type of third party not directly affiliated with the City of Asheboro.

~~X~~ Y. Each vendor shall be responsible for their own records, taxes, and compliance with all applicable regulations.

~~Y~~ Z. Without limitation as to additional enforcement actions that may be taken as deemed appropriate by city officials in light of the nature of a specific offense, the following enforcement protocols will be utilized when goods are displayed/offered for sale in violation of these rules and regulations during a particular season:

a. 1st Offense = A verbal warning will be issued to the offending vendor, and the goods displayed/offered for sale in violation of the rules and regulations must be immediately removed from the view of any member of the public. Goods subject to a verbal or written removal order cannot be sold at the Market ~~market facility~~. Any vendor who refuses to comply with an order from a Market Coordinator to remove goods from display will be asked to leave the premises and will be guilty of trespassing if this order to leave the premises is not obeyed within the amount of time reasonably necessary to

load all of the vendor's displayed items for transport. No vendor ordered to leave the facility due to a violation of the adopted rules and regulations is entitled to a refund of any fees that he or she may have paid in order to participate in the Market.

b. 2nd Offense = Upon discovery of a second violation of any of the rules and regulations prescribed for the Market, a vendor will be ordered to immediately leave the facility with the entirety of his or her goods. Such a vendor will not be permitted to sell any goods at the Market for a period of three (3) consecutive market days, inclusive of the date on which the second offense was discovered.

c. 3rd Offense = Upon discovery of a third violation of any of the rules and regulations prescribed for the Market, a vendor will be ordered to immediately leave the facility with the entirety of his or her goods. Such a vendor will not be permitted to sell any goods at the Market for the remainder of the current season.

SECTION 11.5 VENDOR FEEDBACK

Market meetings shall be held before and after the Market season. The purpose of the meetings shall be to give Market participants the opportunity to voice their opinions and make suggestions of the operation of the market. Other meetings may be held on an as needed basis. The ~~Cultural and~~ Recreation Services Director shall preside at all meetings.

SECTION 11.6 FARMERS' MARKET FACILITY

1. Except as authorized in Subsection ~~J(m)~~ K(m) of Section 11.4 of this Article, no alcoholic beverages or controlled substances, other than those prescription medications lawfully in the possession of an individual, are permitted on the premises of the facility. In order to remain within the exception to the general prohibition of alcoholic beverages on the facility's premises, the retail sale of unfortified wine pursuant to Subsection ~~J(m)~~ K(m) of Section 11.4 shall be conducted in strict compliance with all applicable federal, state, and local laws, ordinances, and regulations.
2. No pets, other than service animals, are allowed.
3. No flea market items may be sold or displayed at any time.
4. Yard Sales may not be held at the Market facility ~~Facility~~.
5. Rental of the Market facility must be approved by the Cultural and Recreation Services Departments ~~Division~~.
6. Security deposit and rental fees shall be set by City Council.
7. Vendors requiring electricity shall provide their own extension cords properly rated to meet their electrical requirements.
8. No items may be attached to any area of the Market structure, trees, etc.

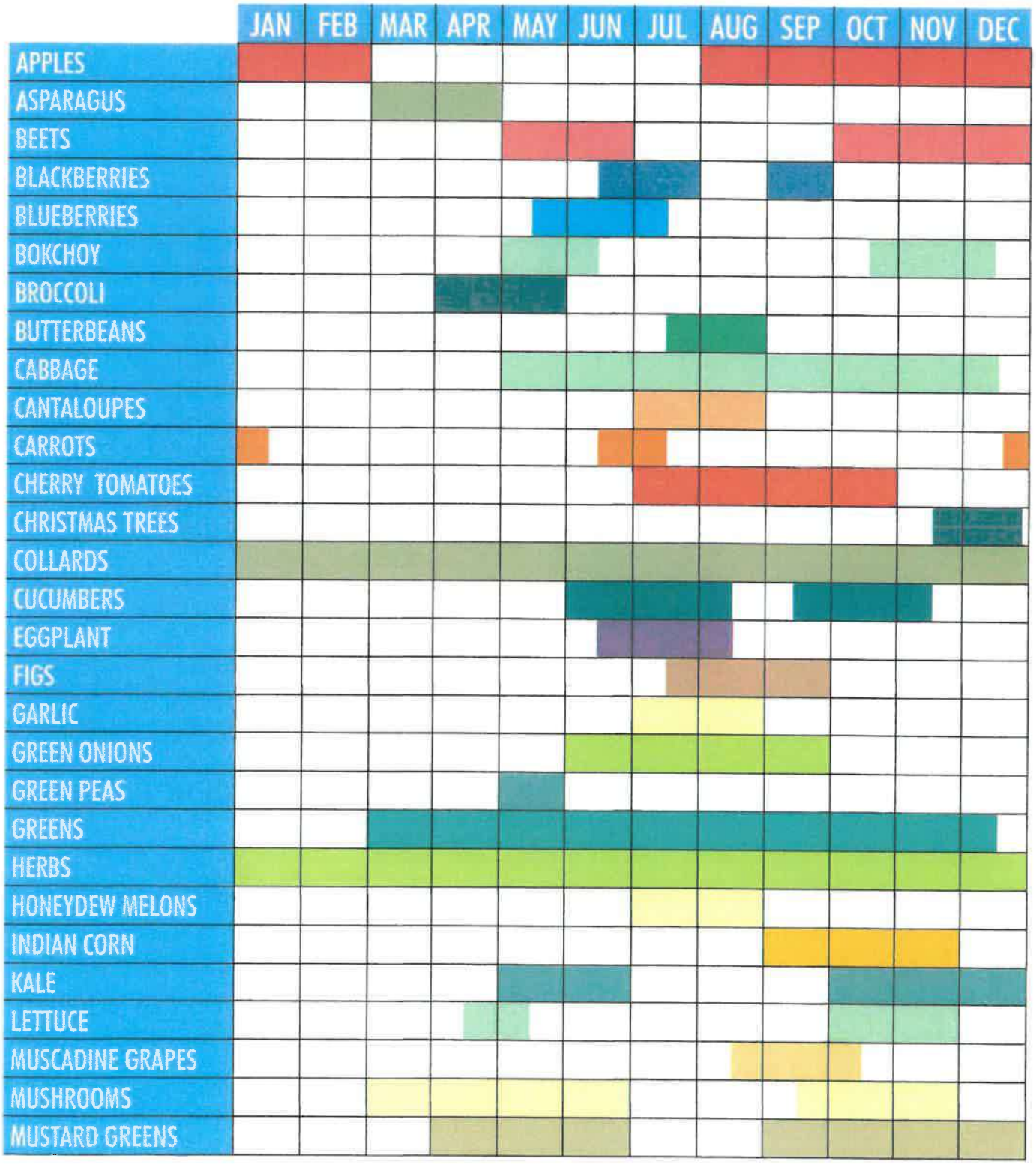
9. Holding an event at the Market facility without authorization shall subject the event to immediate termination and other enforcement actions as deemed appropriate by the ~~Cultural and~~ Recreation Services Director.

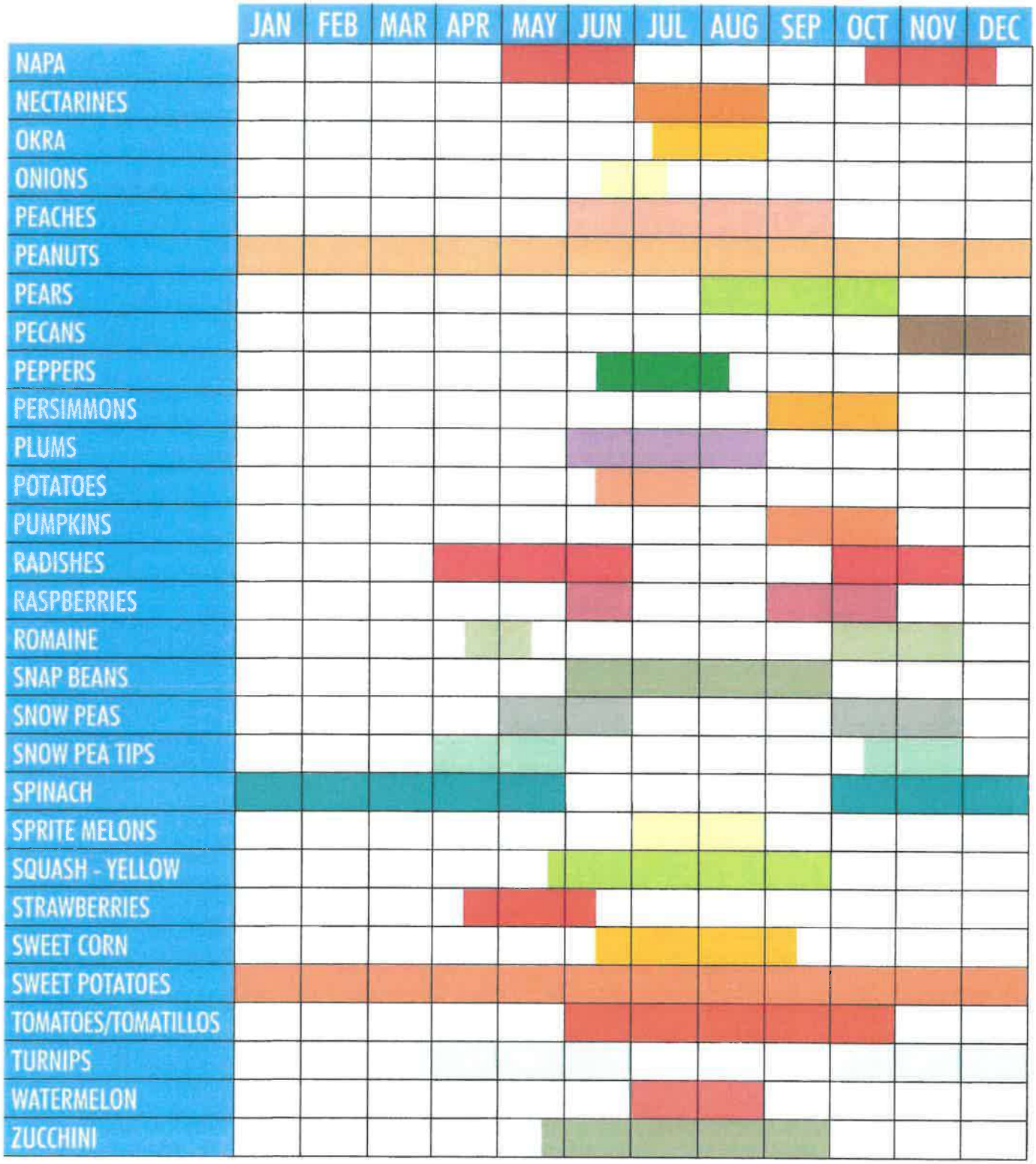
EXHIBIT 2

What's in Season?

North Carolina Fruit and Vegetable Availability

You can use this guide to choose the freshest, best tasting produce obtainable!
Insist on buying locally grown food in grocery stores, restaurants, in the work place and schools.
Or buy direct from a local grower at a farmers market, pick-your-own or roadside farm market.





For directories and more information about NC produce, visit www.ncagr.gov/markets.

AGRICULTURE got to be NC™

North Carolina Dept. of Agriculture & Consumer Services
Division of Marketing
(919) 707-3100
Steve Troxler, Commissioner

RESOLUTION OPPOSING LEGISLATIVE PREEMPTON OF LOCAL GOVERNMENT PLANNING AND ZONING

WHEREAS, House Bill 765 has been introduced in the 2025 session of the North Carolina General Assembly that changes many aspects of local planning and zoning and dramatically affects the ability of local governments to reflect the will of their citizenry; and

WHEREAS, this bill has been introduced with minimal consultation with municipal elected officials, planning staff or local constituents on the impacts it will have on community growth, property values, preserving community character and sound community planning; and

WHEREAS, the legislation will effectively decide the outcome of many land use applications that are now made by local governments through the public participation process and will drastically change the process and destroy the local community's authority to uphold public health, safety and welfare; and

WHEREAS, proposed changes to the local planning and zoning approval process will severely restrict or destroy the ability for residents to participate in the planning and zoning process; and

WHEREAS, provisions in this legislation will subject local elected and appointed officials to the threat of legal retribution having an effect of discouraging well-intentioned individuals from serving in public office; and

WHEREAS, planning and development standards that result in predictable and well managed growth can help to avoid increases in property taxes, utility rates, and costs associated with provision of emergency services; and

WHEREAS, local governments should decide planning and zoning issues with the advice of their citizens who want to participate in such important decisions.

NOW, THEREFORE BE IT RESOLVED, that the City of Asheboro urges the North Carolina General Assembly to oppose legislation preempting local land use decision making and asks its honorable representatives to consult with local municipalities to develop meaningful and appropriate solutions that respect the interest of the residents they represent.

Adopted this 8th day of May 2025.

_____
David H. Smith, Mayor

ATTEST:

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

Annual Report concerning Planning Board activities, expenditures, and budget estimates

Agenda Item 6(e)

To: Asheboro City Council

From: Michael O'Kelley, Planning Board Chairman

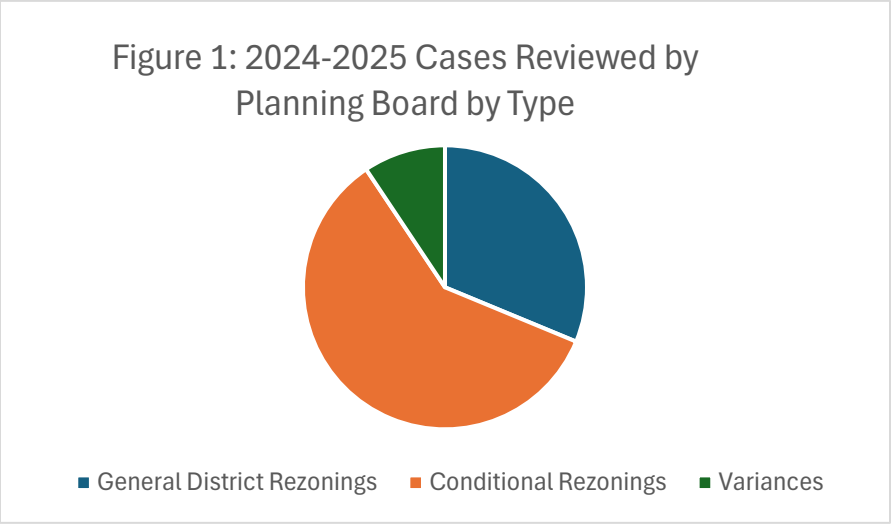
Date: May 5, 2025

RE: Annual Report- Asheboro Planning Board

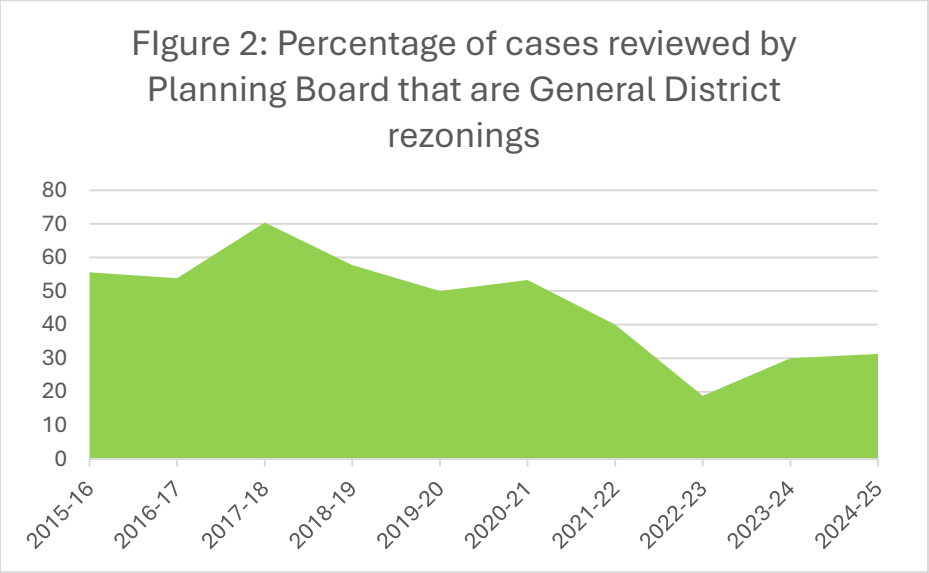
This memorandum provides a summary of the Planning Board's activities since July 1, 2024, an analysis of the expenditures to date for the current fiscal year and the anticipated funds needed for operation during the ensuing fiscal year. The Planning Board is comprised of seven (7) members, five (5) of whom reside in the corporate limits and two (2) who reside within the city's extraterritorial planning jurisdiction. A current Board roster is attached to this memo for your reference.

Summary of Activities

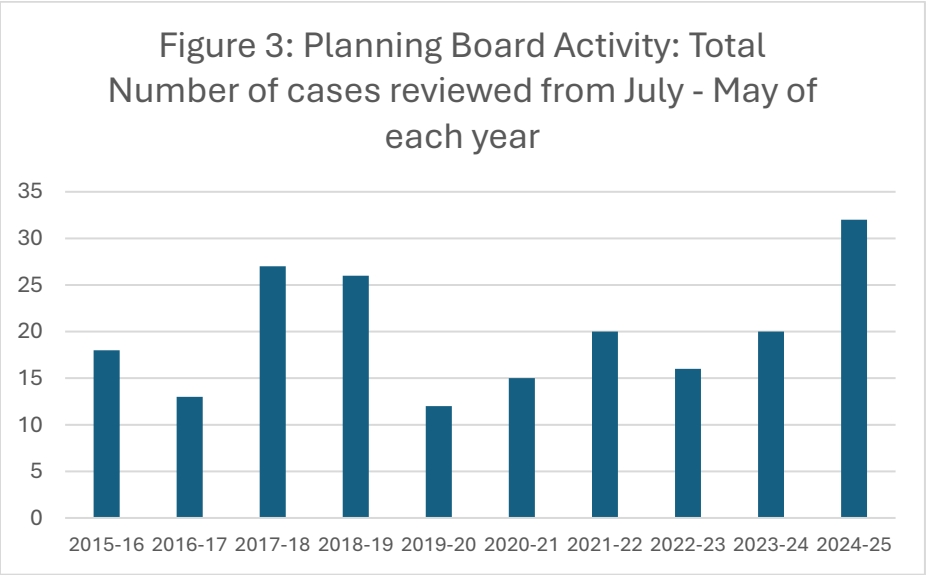
Through May 5, 2025 (not including continued and withdrawn cases), the Planning Board has reviewed 32 cases. As shown in Figure 1 below, these 32 cases consisted of nineteen (19) conditional rezoning requests, ten (10) general district rezoning requests, and three (3) Board of Adjustment variance requests.



Since Conditional Zoning was adopted in 2021, the Planning Board's review has shifted from reviewing general district requests to reviewing conditional zoning districts based on a specific use and site plan (See Figure 2 below).



While the Planning Board no longer reviews major subdivision reviews, which are now reviewed by staff, the overall number of cases that the Planning Board reviews have been trending upward over the last decade, as shown on Figure 3 below. Fiscal Year 2024-25 also had the highest number of cases reviewed compared to any other similar time period over the last decade.



Expenditures and Budget
The Board's only expenditure this fiscal year has been related to members' stipends, which are $150 a month. $12,600 was budgeted for board stipends in FY 23-24. The same amount is being requested for FY 25-26. To date, current year expenditures are below the budgeted amount.

On behalf of the Planning Board, I thank you for your support. It is an honor to serve the Asheboro community.

City of Asheboro
Planning Board/Board of Adjustment

Name/City or ETJ	Appointed/Expires
Van Rich / City	2-3-86/1-1-26
Taylor Trogdon, Jr. / City	1-1-25/1-1-30
Greg Patton / City	4-10-20/1-1-27
Jake Wilburn / ETJ	12-2-24/2-1-28
Pamela Vuncannon, Vice Chair	8-9-18/1-1-29
Mike O'Kelley, Chair / City	2-8-18 / 1-1-28
Thomas Rush / ETJ	2-3-14 /2-1-29

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:

Mr. Eric Lambeth
Jaeco General Contracting, LLC
727 Jaeco Caudill Drive
Asheboro, NC 27205

This the 21st day of March 2025.

John L. Evans, Community Development Director
City of Asheboro
Post Office Box 1106
Asheboro, North Carolina 27204-1106
Telephone: (336) 626-1201, Extension 2325
Email: jevans@ci.asheboro.nc.us

Case No. SUP-24-02
Final Decision Document
City Council of the City of Asheboro, North Carolina

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

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

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, after continuances from the City Council's regular meetings in December 2024 and January 2025, was conducted during a regular meeting on February 6, 2025. After receiving documentary evidence and sworn testimony, the City Council, on the basis of competent, material, and substantial evidence, hereby enters the following:

FINDINGS OF FACT

1. By and through member-manager Eric T. Lambeth, Jaeco General Contracting, L.L.C., a North Carolina limited liability company, applied for a special use permit ("SUP") authorizing the installation of a 10' X 30' digital LED billboard sign on the northwest corner of the applicant's property. This application was received by city planning department staff on October 11, 2024.

2. The billboard is proposed for a single parcel of land with 727 Jaeco Caudill Drive as the street address. This location is at the intersection with North Carolina Highway 49 South. The parcel of land at issue (the "Zoning Lot") is owned by the applicant and is approximately 9.51 acres in size. The Zoning Lot is more specifically identified by Randolph County Parcel Identification Number 7740511663.

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

(A) The existing and principal land use on the Zoning Lot is classified under the City of Asheboro Zoning Ordinance (the "AZO") as a manufacturing, processing, and assembly land use;

(B) The billboard proposed for the Zoning Lot is classified under the AZO as a "Signs, Off Premise Billboard & Poster Panel, etc." land use;

(C) The height of the proposed billboard is 30' above grade, and the face will primarily be a digital LED display;

(D) The Zoning Lot is surrounded primarily by industrially zoned parcels, with some residential uses in the area (the residential property is approximately 300' away);

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

(F) North Carolina Highway 49 South is a state-maintained major thoroughfare, and Jaeco Caudill Drive is a state-maintained road;

(G) The Zoning Lot is approximately 600' northeast of the United States Highway 64 Bypass interchange;

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

(I) The applicant responded positively to city staff comments and provided revisions to the land use plan to confirm the billboard would be located outside the public right-of-way and to provide information on finished grade, details on construction materials and method of construction, light intensity, frequency of changeable copy, and information on retention of vegetation;

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

(K) In combination with the AZO, the applicant has submitted the required site plan.

4. Billboards are subject to special use regulations that are specified for "Signs, Off Premise" in AZO Section 5.05(19). This subsection provides 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.

5. 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.

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

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

(B) Prior to the issuance of a zoning compliance permit, the following must be completed:

(i) The applicant shall obtain any required NCDOT permits; and

(ii) A final decision document authorizing the SUP must be approved by the City Council.

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

(D) Maximum brightness levels shall not exceed 5,000 nits during daylight hours and shall not exceed 500 nits between dusk and dawn, as measured from the sign face.

7. Nick K. Blackwood, Esq. offered testimony and submitted supplementary documentary evidence on behalf of the applicant. Mr. Blackwood noted that the plans submitted by the applicant have been stamped by a professional engineer, who was available to testify if needed. The proposed billboard is in an industrially zoned district, abuts a state highway, and, as evidenced by photographs used during the hearing, the proposed billboard raises no sight line concerns.

8. On behalf of his client, Mr. Blackwood accepted the above-stated supplementary conditions that were initially proposed by the city planning staff.

9. H.R. Gallimore, CCIM with RE/MAX Central Realty in Asheboro is a commercial realtor, and he provided sworn expert testimony during the hearing of this matter. In Mr. Gallimore's professional opinion, the proposed land use will not

have a negative impact on the value of adjoining properties. No testimony was offered in opposition to this expert opinion.

10. Furthermore, no testimony of any kind was offered in opposition to the requested SUP.

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

(i) That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.

(ii) That the use meets all required conditions and specifications.

(iii) That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity.

(iv) That the location and character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located and in general conformity with the plan of development of Asheboro and its environs.

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

CONCLUSIONS OF LAW

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

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

3. On the basis of the evidence and sworn testimony presented during the hearing, the City Council has concluded that the proposed land use meets the special use regulations applicable to billboards as well as the four general standards for issuing the requested SUP. More specifically, the proposed use will not materially endanger public health or safety; meets all required conditions and specifications of

the AZO; will not substantially injure the value of adjoining or abutting property; and will be in harmony with the area in which it is to be located and is in general conformity with Asheboro's plan of development.

4. The applicant is entitled to the requested SUP.

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

ORDER

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

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

(B) Prior to the issuance of a zoning compliance permit, the following must be completed:

(i) The applicant shall obtain any required NCDOT permits; and

(ii) A final decision document authorizing the SUP must be approved by the City Council.

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

(D) Maximum brightness levels shall not exceed 5,000 nits during daylight hours and shall not exceed 500 nits between dusk and dawn, as measured from the sign face.

[The remainder of this page has been intentionally left blank. The signature blocks and attestation are on the next page.]

The foregoing final decision document was adopted by the Asheboro City Council in an open session during a regular meeting held on March 6, 2025.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

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:

HL Delk Construction, Inc.
3023 US Hwy. 64 West
Asheboro, NC 27205

Tella Billboards, LLC
PO Box 3207
Asheboro, NC 27204

This the 28th day of April 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-25-01
Final Decision Document
City Council of the City of Asheboro, North Carolina

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

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

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

FINDINGS OF FACT

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

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

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

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

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

(A) The existing and principal land use on the Zoning Lot is classified under the City of Asheboro Zoning Ordinance (the "AZO") as rental/sales of domestic vehicles;

(B) The billboard proposed for the Zoning Lot is classified under the AZO as a "Signs, Off Premise Billboard & Poster Panel, etc." land use;

(C) The height of the proposed billboard is 35' above grade, 12' X 24' dimensions, and the face is proposed to be a static, non-digital display;

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

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

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

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

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

(I) In compliance with the AZO, the applicant has submitted the required site plan.

(J) As required by the AZO, the site plan shows five Helleri Holly shrubs as landscaping around the base of the billboard.

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

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

(1) Off premise signs may only be located along existing major thoroughfares or freeways as identified by the adopted Asheboro Thoroughfare Plan.

(2) The zoning district shall have at least 1,000 linear feet frontage along the major thoroughfare or freeway in question.

(3) *Off premise sign structures shall be located a minimum of 1,000 linear feet apart as measured along the center line of the major thoroughfare or freeway. Only one off premise sign structure may occur every 1,000 linear feet.*

(4) *Off premise signs shall not exceed thirty-five (35) feet in height.*

(5) *Off premise signs shall be rectangular in shape and no part of the advertising face or copy shall extend or protrude beyond the outer limits of the rectangle.*

(6) *No portion of the off premise sign supporting structure shall be visible above the rectangular sign face.*

(7) *Off premise signs shall be limited to freestanding ground signs, only.*

(8) *No additional signs shall be permitted on any part of the supporting structure or bracing of an off premise sign.*

(9) *A billboard sign face area shall not exceed three-hundred (300) square feet in size.*

(10) *Off premise signs may only be single-faced, double-faced (back to back) or multi-faced provided that:*

(a) *The total sign faces in any one direction do not exceed size requirements set forth in (9) above.*

(b) *There is a definite distinction (such as a border or trim) between the individual sign faces to separate advertising copy.*

(c) *The backs of back-to-back/double-faced signs are not separated by more than thirty-six (36) inches.*

(d) *Double-faced or multi-faced signs when constructed in the form of a "V" when viewed from above or below, shall not exceed an angle (as measured at the apex) greater than forty-five (45) degrees.*

(e) *Double-faced or multi-faced signs shall be structurally tied together to be considered as one structure.*

(f) Multi-faced signs shall not have more than two (2) sign faces per structure.

(11) Landscaping and screening shall be provided subject to the approval of the Planning Department. No undue undercutting of existing vegetation shall be permitted.

(12) No billboard shall be permitted within 100 linear feet of any residential district (R40, R15, R10, R7.5, and RA6).

(13) Off premise signs as provided for under Chapter 7 shall not be required to comply with the provisions set forth in this Section.

(14) Off premise signs must comply with regulations established by the N.C. Board of Transportation. However, the State or city requirement that is more stringent or restrictive shall apply. It is the responsibility of the sign owner to insure compliance with State and city regulations.

(15) An application for a Special Use Permit as required under this Section shall be accompanied by plans showing the following information:

(a) Location of the proposed billboard, including setback from public right-of-way.

(b) Location of any existing buildings or structures within 100 feet of the proposed billboard.

(c) Location of proposed billboard in relation to any residential district (R40, R15, R10, R7.5, and RA6) to enable a determination of compliance with this Section.

(d) Size of the proposed billboard including the number of sign faces and their dimensions, as well as the proposed height of said billboard.

(e) Proposed method of landscaping and screening.

(f) Proposed removal of any existing vegetation.

(g) Type of construction material and method of construction.

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

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

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

(B) *Prior to the issuance of a zoning compliance permit, the following must be completed:*

(i) *The applicant shall obtain any required NCDOT permits; and*

(ii) *A final decision document authorizing the SUP must be approved by the City Council.*

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

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

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

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

(i) *That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.*

(ii) That the use meets all required conditions and specifications.

(iii) That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity.

(iv) That the location and character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located and in general conformity with the plan of development of Asheboro and its environs.

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

CONCLUSIONS OF LAW

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

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

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

4. The applicant is entitled to the requested SUP.

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

ORDER

The applicant is hereby issued a SUP authorizing the billboard proposed for the Zoning Lot. This SUP shall be valid so long as, and only so long as, the applicant and the applicant's heirs, successors, and assigns develop and conduct the approved

land use in compliance with the provisions of the Asheboro Zoning Ordinance, the approved site plan, and remain in compliance with the conditions listed below.

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

(B) Prior to the issuance of a zoning compliance permit, the following must be completed:

(i) The applicant shall obtain any required NCDOT permits; and

(ii) A final decision document authorizing the SUP must be approved by the City Council.

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

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

CONTRACT TO AUDIT ACCOUNTS

The

Governing Board
CITY COUNCIL

of

Primary Government Unit
CITY OF ASHEBORO

and

Discretely Presented Component Unit (DPCU) (if applicable)
N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and

Auditor Name
THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.
Auditor Address
1626 S MADISON STREET, WHITEVILLE, NC 28472

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Date Audit Will Be Submitted to LGC
06/30/25	12/31/25

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the! Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall besubjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall!be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate!DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic!financial statements shall include budgetary comparison information in a budgetary comparison statement,!rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is $750,000 for a federal single audit and $500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within six months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. the invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/ or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐Auditor ☑Governmental Unit ☐Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
Steven Hackett, CPA	Deputy FO / City of Asheboro	shackett@ci.asheboro.nc.us

OR Not Applicable ☐ *(Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	CITY OF ASHEBORO
Audit Fee (financial and compliance if applicable)	$ 43,500
Fee per Major Program (if not included above)	$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	$ 0
All Other Non-Attest Services	$
TOTAL AMOUNT NOT TO EXCEED	$ 43,500

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	$
Fee per Major Program (if not included above)	$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	$
All Other Non-Attest Services	$
TOTAL AMOUNT NOT TO EXCEED	$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed)* ALAN W. THOMPSON	Signature*
Date* 04/25/25	Email Address* alanthompson@tpsacpas.com

GOVERNMENTAL UNIT

Governmental Unit* CITY OF ASHEBORO	
Date Governing Board Approved Audit Contract* **(Enter date in box to right)**	
Mayor/Chairperson (typed or printed)*	Signature* SIGN HERE
Date	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	$ 43,500
Primary Governmental Unit Finance Officer* (typed or printed) DEBORAH REAVES	Signature* SIGN HERE
Date of Pre-Audit Certificate*	Email Address* dreaves@ci.asheboro.nc.us

CERTIFIED PUBLIC ACCOUNTANTS
CONSULTANTS AND TAX ADVISORS

Thompson, Price, Scott, Adams & Co, P.A.
P.O. Box 398
1626 S Madison Street
Whiteville, NC 28472
Telephone (910) 642-2109
Fax (910) 642-5958

Alan W. Thompson, CPA
R. Bryon Scott, CPA
Gregory S. Adams, CPA

ENGAGEMENT LETTER

April 28, 2025

City of Asheboro
Attn: Steven B. Hackett, CPA, Deputy Finance Officer
146 North Church Street
Post Office Box 1106
Asheboro, NC 27204-1106

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide the City of Asheboro for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, each major fund, the discretely presented component unit, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Asheboro as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Asheboro's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Asheboro's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Schedule of City's Proportionate Share of Net Pension Liability (Asset) and Schedule of Contributions - LGERS
3. Schedule of Changes in Total Pension Liability and Schedule of Total Pension Liability as a Percentage of Covered Payroll – Law Enforcement Officers' Special Separation Allowance
4. Schedule of Changes in the Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies City of Asheboro's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

1. Schedule of Expenditures of Federal and State Awards.
2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory and Statistical Schedules (prepared for Annual Comprehensive Financial Report presentation)

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually, or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on-

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards,* we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that

come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures-Internal Controls

We will obtain an understanding of the entity and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards,* and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Asheboro's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an

opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Asheboro's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Asheboro's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of the schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and State awards; federal or State award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings;

and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 15, 2025.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Other Services

We will also assist in compiling the financial statements that you prepare, to include the financial statements, schedule of expenditures of federal and State awards, and related notes of City of Asheboro in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based from information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards.* We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will acknowledge in the management representation letter that you prepared the financial statements, schedule of expenditures of federal and State awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee any nonaudit services by designating an individual, (Steven Hackett), who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' report or nine months after the end of the audit period.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parities may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit by approximately June 1, 2025, and to issue our reports no later than December 31, 2025. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed $43,500. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the

date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and management of City of Asheboro. We will make reference to the Component Auditor's audit of the City of Asheboro ABC Board in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Asheboro and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Alan W. Thompson, CPA
Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE:

This letter correctly sets forth the understanding of the City of Asheboro.

Management signature: _____ SIGN HERE

Title: _____

Date: _____

Governance signature: _____ SIGN HERE

Title: _____

Date: _____

CC: City Council

Agenda Item 7(a)

RZ-25-09

Application to rezone property located at 124 Woodcrest Rd. (Randolph County Parcel Identification Number 7752905846) The request is to amend an existing I2 (CZ) Industrial conditional zoning district to allow for a Manufacturing, Processing, and Assembly – Heavy land use, specifically machine shop, warehouse, wholesale distribution, and open storage.

Zoning Map Amendment: RZ-25-09
Staff Report prepared for Asheboro City Council
Date: May 8, 2025

1. Request	
Applicant: Sam Hunt	**Property Owner:** SSV PROPERTIES LLC
Zoning	
Existing:	I2 (CZ) Industrial Conditional Zoning
Proposed:	I2 (CZ) Industrial Conditional Zoning
History:	February 2, 2021: RZ/CUP-20-12 Conditional Use Permit approved for warehouse and wholesale distribution land uses. 1996: RZ-96-20: Property was rezoned from R10 to CU-I2 with a conditional use permit for a warehouse.
Required Notice	
Mailed Notice by Applicant:	3-18-25
Mailed Notice by Staff:	3-27-25
Published Notice:	3-20-25 & 3-27-25
Posted Notice:	3-25-25

2. Site Information	
Location	124 Woodcrest Rd
PIN	7752905846
Size	6.16 acres +/-
Jurisdiction	Corporate Limits
Current Land Use	Warehouse and Wholesale Distribution
Overlay Districts	None
Infrastructure	City utilities available
Transportation	
Street Classification:	Woodcrest Rd. and Northside Terrace are a local streets.
Maintenance:	Woodcrest is city maintained, Northside is state maintained.
Other Notes:	None
Surrounding Land Use	
North:	Residential
South:	Industrial and Commercial
East:	Commercial
West:	Residential/Undeveloped

3. Staff Analysis

1) Proposed uses are Warehouse, Wholesale Distribution, Manufacturing, Processing, and Assembly – Heavy, specifically machine shop, and Open Storage
2) **I2 Industrial Development District Statement of Intent:** The intent of the I2 Industrial Development District is to produce areas for intensive manufacturing, warehousing, processing and assembly uses, controlled by performance standards to limit the effect of such uses on adjacent districts.
3) **Relevant Zoning Ordinance Definitions:**

Manufacturing, Processing and Assembly, Heavy: The mechanical or chemical transformation of materials or substances into new products. The land uses engaged in these activities are usually described as plants, factories, or mills and characteristically use power-driven machines and materials handling equipment. Establishments engaged in assembling component parts of manufactured products are also considered under this definition, if the new product is neither a fixed structure nor other fixed improvement. Also included is the blending of materials such as lubricating oils, plastics, resins or liquors.
Warehouse: A building or group of buildings for the storage of goods or wares belonging either to the owner of the facility or to one or more lessees of space in the facility or both. This definition shall be deemed to include the indoor storage of vehicles.
Wholesale Distribution: Establishments engaged in selling merchandise to retailers, to industrial, commercial, institutional or professional business users or to other wholesalers.
Open Storage: The storage outside of a building, or within buildings with less than three sides, of materials, supplies, merchandise, equipment, commercial vehicles (i.e. delivery vans, contractor vehicles, towing trucks, cable/utility vehicles) and like items, but excluding junk.

4) All proposed uses are permitted by right in the I2 Industrial District.
5) The applicant proposes no site or building changes as part of this request. Additional parking and landing/open storage area has been added since RZ/CUP-20-12 approval.

4. Modifications to Ordinance Regulations

1) None

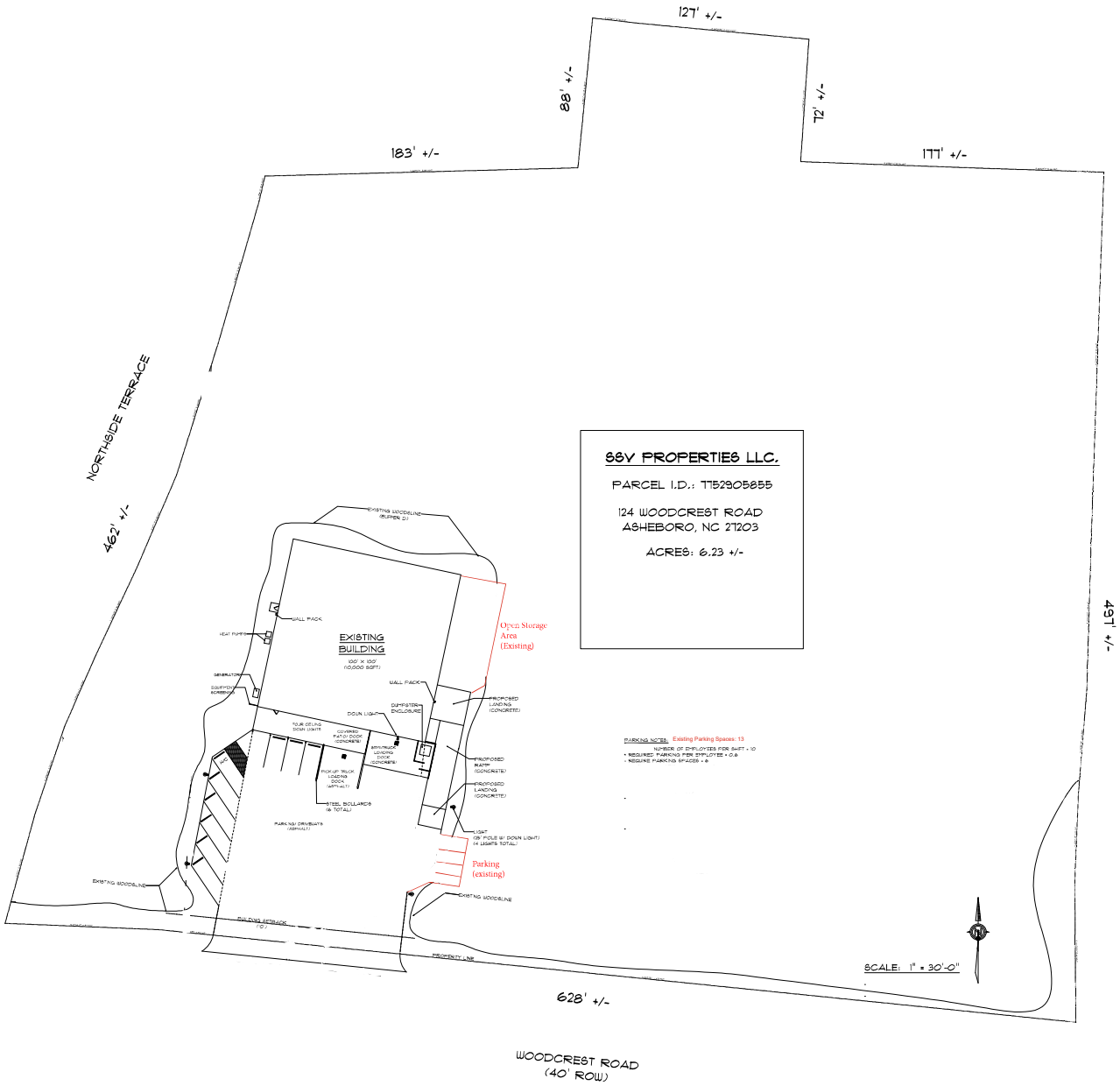
5. Summary of Proposed Zoning Conditions (subject to change prior to final report)

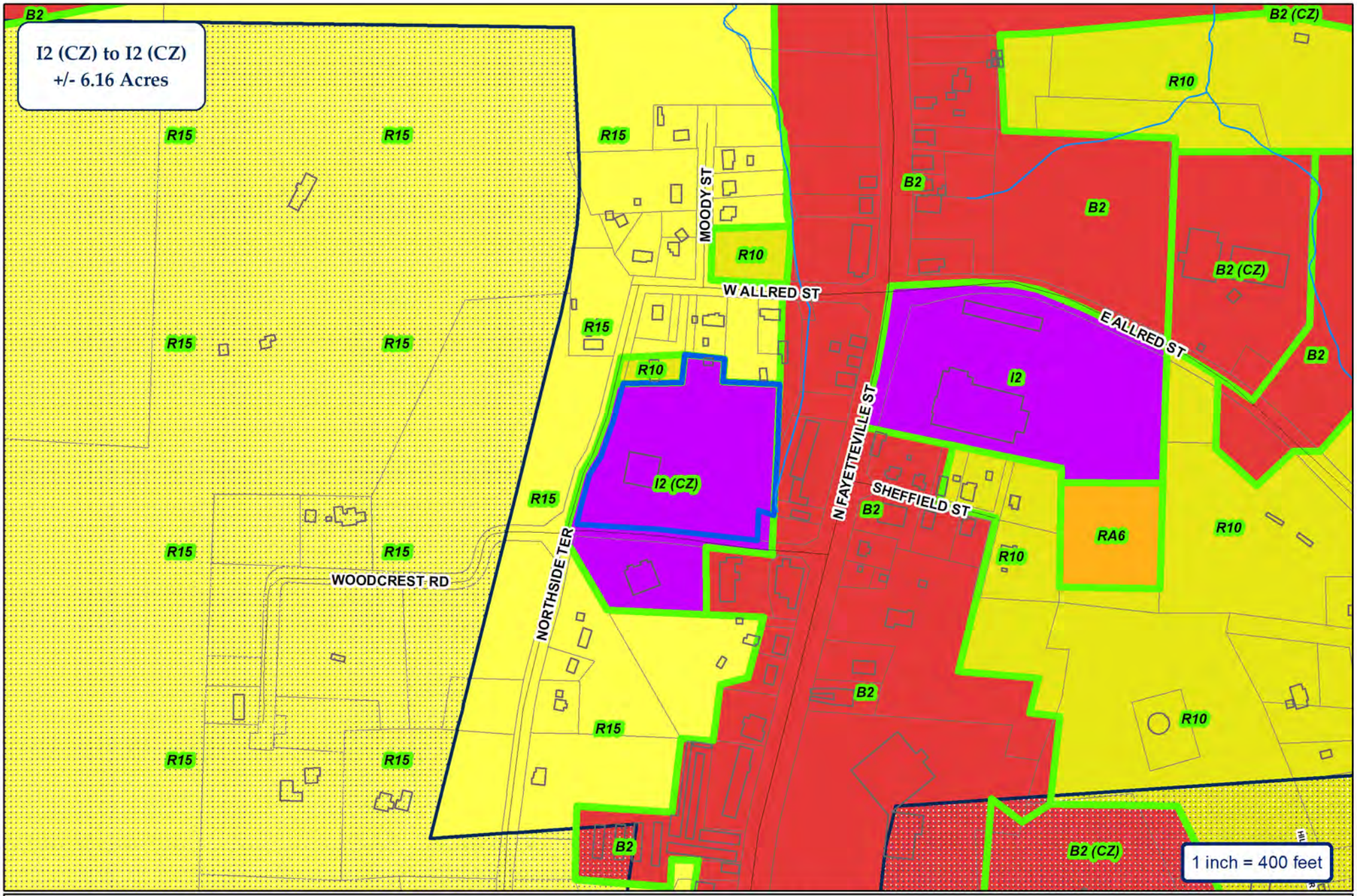
A) The uses approved shall be Warehouse, Wholesale Distribution, Manufacturing, Processing, and Assembly – Heavy, specifically Machine Shop, and Open Storage. Machine Shop shall be defined as a workshop in which work is machined to size and assembled.
B) All parties involved in this request, including 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 applicant may use existing vegetation to meet landscaping (buffering, screening) requirements, however, if any required vegetation is removed, additional plantings will be required in compliance with the applicable landscaping provisions of the zoning ordinance.
D) If the applicant proposes adding parking spaces to the parking area depicted on the site plan, the applicant may do so in compliance with Chapter 6 and outside of any required setbacks or buffer/screening/landscaping areas. Such a change shall not be deemed a modification and may be reviewed by city staff for inclusion into the file without further review by the city council.
E) 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	Industrial
Growth Strategy Map	Primary Growth
Small Area Map	Northeast
LDP Goals/Policies Supporting Request • Checklist Item 1: Rezoning is compliant with the Proposed Land Use Map. • Checklist Item 3. The property on which the rezoning district is proposed fits the description of the Zoning Ordinance. • Checklist Item 5: The proposed rezoning is compliant with the objectives of the Growth Strategy Map. • Checklist Item 7: The proposed rezoning is compatible with the applicable Small Area Plan. • Checklist Items 12-14: 12.) Property is located outside of watershed; 13.) The property is located outside of Special Hazard Flood Area; 14.) Rezoning is not located on steep slopes of greater than 20%.	
LDP Goals/Policies Not Supporting Request • 2.1.5: The City will ensure development regulations provide appropriate transitional land uses, such as office and institutional, between high-intensity industrial/commercial and low-intensity residential uses.	

7. Recommendations and City Council Action Items	
Staff Recommendation	Approve attaching conditions as summarized.
Planning Board Recommendation	Approve attaching conditions as summarized.
Planning Board Plan Consistency and Reasonableness Statement	The Land Development Plan map designates this entire property, as well as a small parcel to the north and a parcel to the south as suitable for industrial use. The Northeast Small Area plan further states that one of its goals is "accommodation and expansion of existing industrial uses." Although there are ideally transitional land uses such as office or institutional uses between industrial and residential uses, the zoning map amendment is reasonable given the size and physical conditions of the property with most of the property containing significant trees that are proposed to be preserved, the benefit of the proposed use to the public through continued investment into a property that has contained industrial uses for decades, the benefit to the property owner by continued use of the existing site and building, the amount of industrial uses in the immediate area, and the protections offered to adjoining property owners, through the approved site plan and conditions.

City Council Action Items	1) Adopt Plan Consistency and Reasonableness Statement 2) a) Approve or deny zoning map amendment RZ-25-09; amend an existing I2 (CZ) Industrial conditional zoning district to allow for a Manufacturing, Processing, and Assembly – Heavy land use, specifically machine shop, warehouse, wholesale distribution, and open storage b) Attach zoning conditions as summarized or with modification.


127' +/-
88' +/-
72' +/-
183' +/-
177' +/-
NORTHSIDE TERRACE
462' +/-
497' +/-
628' +/-
WOODCREST ROAD
(40' ROW)
SSV PROPERTIES LLC.
PARCEL I.D.: 7752905855
124 WOODCREST ROAD
ASHEBORO, NC 27203
ACRES: 6.23 +/-
EXISTING BUILDING
100' x 100'
(10,000 SQFT)
EXISTING WOODLINE (BUFFER 3')
WALL PACK
HEAT PUMPS
GENERATOR
EQUIPMENT SCREENING
DOWN LIGHT
DUMPSTER ENCLOSURE
PROPOSED LANDING (CONCRETE)
PROPOSED RAMP (CONCRETE)
PROPOSED LANDING (CONCRETE)
LIGHT (18' POLE W/ DOWN LIGHT) (4 LIGHTS TOTAL)
Open Storage Area (Existing)
Parking (existing)
PARKING NOTES: Existing Parking Spaces: 13
NUMBER OF EMPLOYEES PER SHIFT = 10
* REQUIRED PARKING PER EMPLOYEE = 0.6
* REQUIRED PARKING SPACES = 6
SCALE: 1" = 30'-0"
N



City of Asheboro Planning & Zoning Department

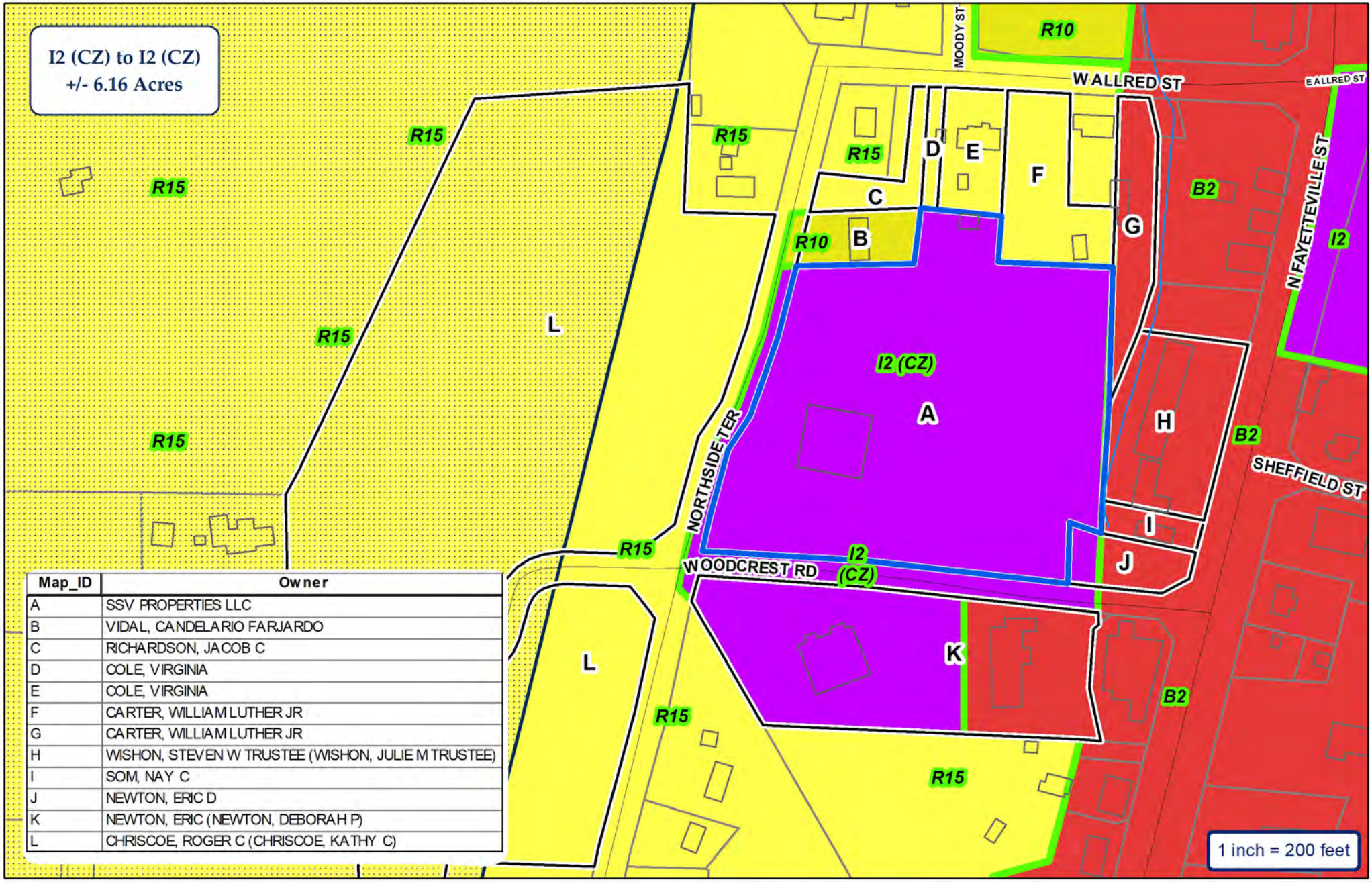
Rezoning Case: RZ-25-09

Parcels: 7752905846

ETJ

Subject Property

Zoning



Map_ID	Owner
A	SSV PROPERTIES LLC
B	VIDAL, CANDELARIO FARJARDO
C	RICHARDSON, JACOB C
D	COLE, VIRGINIA
E	COLE, VIRGINIA
F	CARTER, WILLIAM LUTHER JR
G	CARTER, WILLIAM LUTHER JR
H	WISHON, STEVEN W TRUSTEE (WISHON, JULIE M TRUSTEE)
I	SOM, NAY C
J	NEWTON, ERIC D
K	NEWTON, ERIC (NEWTON, DEBORAH P)
L	CHRISCOE, ROGER C (CHRISCOE, KATHY C)

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

ETJ

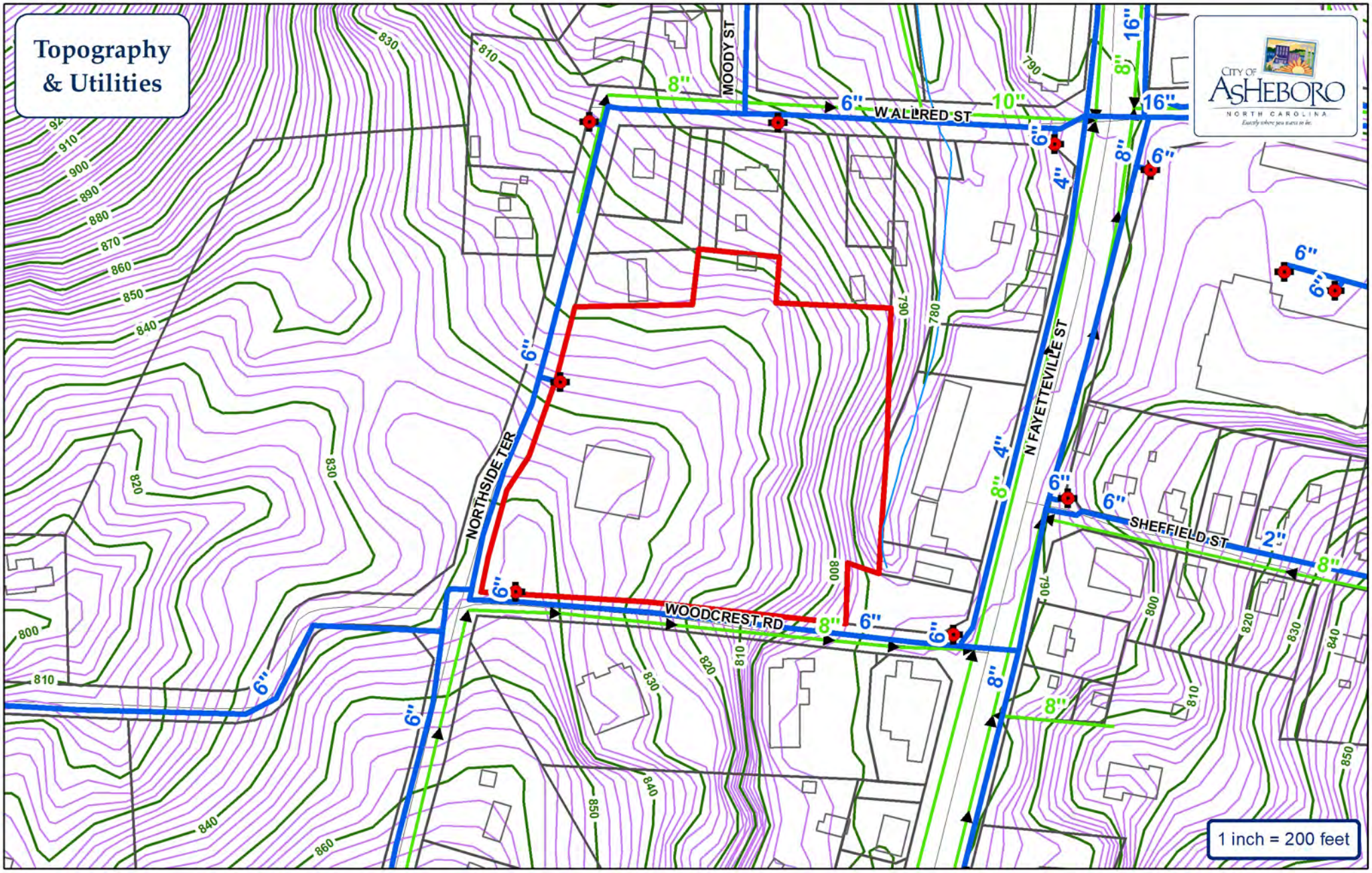
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-09

Parcels: 7752905846

Subject Property
Adjoining Properties
City Zoning

N
W
E
S



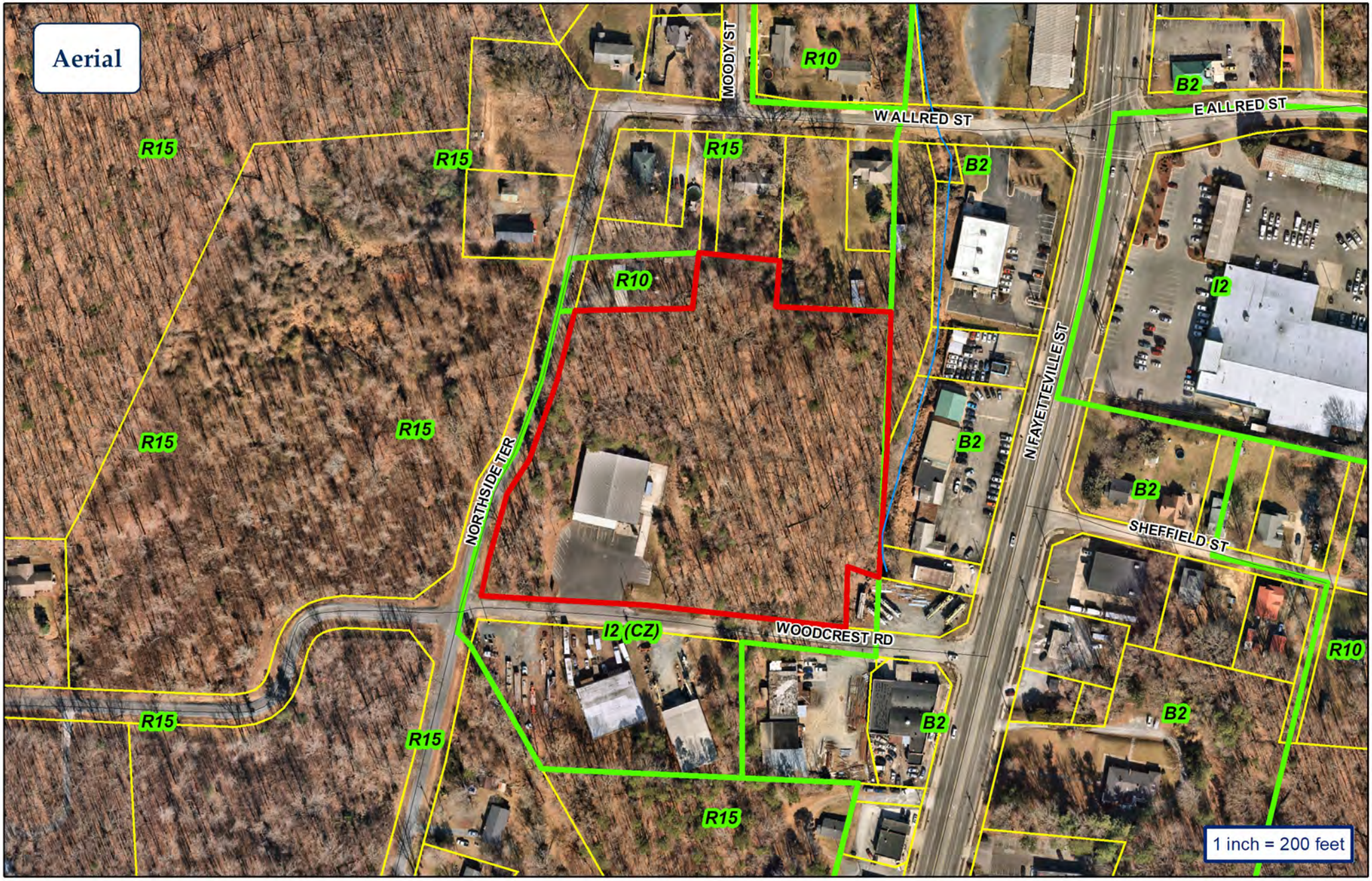
Water Main
Sewer Main
Force Main
Fire Hydrant
Pump Station
Watershed

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-09

Parcels: 7752905846

Subject Property



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

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-09

Parcels: 7752905846

Subject Property
Zoning

APPLICANT INFORMATION

Applicant Sam Hunt *Applicant's Phone #* 336-213-1526

Applicant's Address P.O. Box 2440

Burlington, NC 27216

Applicant email address _____

PROPERTY INFORMATION

Property Owner's Name SSV Properties LLC

Location of Property 124 Woodcrest Rd *Property Size (ac. or s.f.)* 6.16 ac

Randolph County Property Identification Number (PIN#) 7752905846

Current Zoning District I-2 (CZ) *Requested Zoning District* I2-CZ

Date Property Title Acquired 8-1-2020 *Deed Book* 2713 *Page* 1880

Subdivision _____ *Section* _____ *Lot #* _____

Plat Book 173 *Page* 6

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:

Add to existing Permitted USES Manufacturing Heavy (Machine Shop)

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

Continued used of an Industrial Property with surrounding Industrial Uses

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.

NONE

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?

In Keep with the Sector.

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)

H.R. Gallimore

Position/Relationship of Authorized Signatory to Applicant

Agent

Owner Signature (if different than Applicant)

Signed by:
R. Samuel Hunt Jr.
C7BA0733D259479...

Owner Address

PO BOX 440
Burlington, NC 27216

Telephone Number

336-213-1526

Printed Name of Authorized Signatory (if different from Owner)

OWNER

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: JTL **Date:** 3-6-25 **Case Number:** 25-09

BK 2715 PG 1000 - 1004 (5) DOC# 201005101
This Document eRecorded: 08/07/2020 12:55:53 P
Fee: $26.00 DocType: DEED Tax: $698.00
Randolph County, North Carolina
Krista M. Lowe, Register of Deeds

REVENUE STAMPS: $698.00

PARCEL ID: 45640
PIN NO.: 7752905855

THIS INSTRUMENT PREPARED BY CHARLES THOMAS STEELE, JR., 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.

PREPARED BY: CHARLES THOMAS STEELE, JR.
PITTMAN & STEELE, PLLC
POST OFFICE BOX 2290, BURLINGTON, NC 27216-2290
RETURN TO: GRANTEE

N/A IF MARKED, THE PROPERTY DESCRIBED HEREIN INCLUDES THE PRIMARY RESIDENCE OF AT LEAST ONE OF THE GRANTORS, OTHERWISE, NOTE AS N/A. (PER NC GS §105-317.2)

NORTH CAROLINA
RANDOLPH COUNTY

GENERAL WARRANTY DEED

THIS DEED made this 3rd day of August, 2020, by and between **ELIUD CAMPUZANO JAIMES** and wife, **LORENA HERNANDEZ SUAREZ** of 4803 Jackson Creek Road, Denton, North Carolina 27239, Grantor, and **SSV PROPERTIES, LLC,** a North Carolina limited liability company, of Post Office Box 2440, Burlington, North Carolina 27216, Grantee. 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 "Pittman & Steele, PLLC"
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 of that certain tract or parcel of land in the City of Asheboro Township, Randolph County, North Carolina, and being more particularly described as follows:

That certain tract or parcel of land located in the City of Asheboro, Asheboro Township, Randolph County, North Carolina, adjoining the 40 foot right of way of Woodcrest Road, the 50 foot right of way of Northside Terrace (SR 1490), Darren Davis Investment Properties and Farms, Inc. (see deed in Book 2612, at Page 625 of the Randolph County Registry), Jacob Richardson (see deed in Book 2660, at Page 17 of the Randolph County Registry), Virginia Cole (see deed in Book 1254, at Page 775 of the Randolph County Registry), Virginia Cole (See Estate File No. 86-E-481 in the Office of the Clerk of Superior Court of Randolph County, North Carolina), William Carter, Jr. (See Estate File No. 14-E-239 in the Office of the Clerk of Superior Court of Randolph County, North Carolina), Steven Wishon (see deed in Book 2369, at Page 803 of the Randolph County Registry), Nay C. Som (see deed in Book 2375, at page 1041 of the Randolph County Registry), and Eric Newton (See Estate File No. 89-E-346 in the Office of the Clerk of Superior Court of Randolph County, North Carolina), and being more particularly described as follows:

BEGINNING at a magnail set located in the northern margin of the 40 foot right of way of Woodcrest Road at the southwesternmost corner of Eric Newton, and running thence from said point of beginning with the northern margin of the 40 foot right of way of Woodcrest Road, the following courses and distances: North 84 degrees 13 minutes 52 seconds West 495.93 feet to a point not set, thence, North 84 degrees 16 minutes 59 seconds West 42.64 feet to a point not set; thence, North 87 degrees 38 minutes 10 seconds West 89.50 feet to a ½ inch rebar set flush at the intersection of the northern margin of the 40 foot right of way of Woodcrest Road with the eastern margin of the 50 foot right of way of Northside Terrace (SR 1490); running thence with the eastern margin of the 50 foot right of way of Northside Terrace (SR 1490), the following courses and distances: North 15 degrees 18 minutes 37 seconds East 65.70 feet to a point not set; thence, North 18 degrees 38 minutes 30 seconds East 54.54 feet to a point not set; thence, North 23 degrees 40 minutes 44 seconds East 45.19 feet to a point not set; thence, North 25 degrees 08 minutes 22 seconds East 56.86 feet to a point not set; thence, North 23 degrees 11 minutes 27 seconds East 58.33 feet to a point not set; thence, North 17 degrees 33 minutes 58 seconds East 80.91 feet to a point not set; thence, North 16 degrees 04 minutes 51 seconds East 86.39 feet to a ½ inch existing iron rod; thence, North 12 degrees 56 minutes 10 seconds East 15.00 feet to a ½ inch existing iron rod located in the eastern margin of the 50 foot right of way of Northside Terrace (SR 1490), at the southwesternmost corner of Darren Davis Investment Properties and Farms, Inc.; thence with the southern boundary line of Darren Davis Investment Properties and Farms, Inc., North 88 degrees 29 minutes 01 seconds East 182.80 feet to a ½ inch existing iron rod located at the southeasternmost corner of Darren Davis Investment Properties and Farms, Inc.; running thence with the eastern boundary line of Darren Davis Investment Properties and Farms, Inc., North 5 degrees 37 minutes 40 seconds East 87.90 feet to a ½ inch

rebar located at the northeasternmost corner of Darren Davis Investment Properties and Farms, Inc., the southeasternmost corner of Jacob Richardson, and the southwesternmost corner of Virginia Cole; running thence with the southern boundary line of Virginia Cole, the following courses and distances: South 83 degrees 26 minutes 21 seconds East 26.90 feet to a ¾ inch existing iron pipe flush in concrete; thence, South 84 degrees 38 minutes 52 seconds East 100.00 feet to a ½ inch rebar located in the western boundary line of William Carter, Jr., at the southeasternmost corner of Virginia Cole; running thence with the western boundary line of William Carter, Jr., South 3 degrees 51 minutes 16 seconds West 71.67 feet to a ½ inch rebar located at the southwesternmost corner of William Carter, Jr.; running thence with the southern boundary line of William Carter, Jr., the following courses and distances: South 87 degrees 56 minutes 33 seconds East 110.24 feet to a ½ inch existing iron rod bent flush; thence, South 88 degrees 08 minutes 12 seconds East 66.95 feet to a ¾ inch existing iron pipe flush in concrete, a corner with William Carter, Jr.; thence with the western boundary line of William Carter, Jr., the following courses and distances: South 1 degrees 58 minutes 52 seconds West 212.66 feet to a 1 and ¼ inch existing iron pipe and CAP; thence, South 1 degrees 41 minutes 00 seconds West 89.57 feet to a 12 inch below ground axle shaft located at a common corner with William Carter, Jr. and Steven Wishon; running thence with the western boundary line of Steven Wishon, South 4 degrees 35 minutes 44 seconds West 60.53 feet to a ½ inch existing iron rod located at the southwesternmost corner of Steven Wishon and the northwesternmost corner of Nay C. Som; running thence with the western boundary line of Nay C. Som, South 2 degrees 24 minutes 27 seconds West 51.11 feet to a ⅜ inch existing iron rod located at the southwesternmost corner of Nay C. Som and the northwesternmost corner of Eric Newton; running thence with the western boundary line of Eric Newton, South 0 degrees 23 minutes 51 seconds East 82.88 feet to the point and place of BEGINNING, and BEING ALL OF THAT CERTAIN 6.232 acre tract as shown on that certain plat prepared by Burrow Surveys, Inc., William C. Burrow, Professional Land Surveyor, dated July 30, 2020, entitled "Survey for SSV Properties, LLC," Project No. 5674, which plat is duly recorded in Plat Book 166, at Page 8 of the Randolph County Registry, and to which plat reference is hereby made for a more complete description.

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 2675 at Page 481 of the Randolph County Registry,

A map showing the above-described property is recorded in Plat Book 166, at Page 8 of the Randolph County Registry.

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:

This conveyance is subject to easements, rights of way, if any, appearing of record in the Randolph County Registry.

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

Eliud Campuzano Jaimes (SEAL)
ELIUD CAMPUZANO JAIMES

Lorena Hernandez Suarez (SEAL)
LORENA HERNANDEZ SUAREZ

NORTH CAROLINA
Randolph COUNTY

I, Liane Locke, a Notary Public of said County, do hereby certify that **ELIUD CAMPUZANO JAIMES** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 6 day of August, 2020.

Liane Locke
Signature of Notary Public

Liane Locke
Print Name of Notary Public

My Commission Expires: Nov. 19, 2020

LIANE LOCKE
MY COMMISSION EXPIRES
NOTARY
PUBLIC
NOVEMBER 19, 2020
RANDOLPH COUNTY, NC

NORTH CAROLINA
Randolph COUNTY

I, Liane Locke, a Notary Public of said County, do hereby certify that **LORENA HERNANDEZ SUAREZ** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 6 day of August, 2020.

Liane Locke
Signature of Notary Public

Liane Locke
Print Name of Notary Public

My Commission Expires: Nov. 19, 2020

LIANE LOCKE
MY COMMISSION EXPIRES
NOTARY
PUBLIC
NOVEMBER 19, 2020
RANDOLPH COUNTY, NC

Agenda Item 7(b)

RZ-25-10

Application to rezone property located along Mountain Rd., Springdale Ln, and Lincoln Ave. (Randolph County Parcel Identification Number 7751362459). The request is to rezone existing RA6 (CZ) Residential Conditional Zoning to R10 (CZ) Residential Conditional Zoning district to allow for seven single family dwellings and two duplexes.

Zoning Map Amendment: RZ-25-10
Staff Report prepared for Asheboro City Council
Date: May 8, 2025

1. Request	
Applicant: Robert Edmond Residential, LLC	**Property Owner:** Robert Edmond Residential, LLC
Zoning	
Existing:	RA6 (CZ) Residential Conditional Zoning
Proposed:	R10 (CZ) Residential Conditional Zoning
History:	1982: RZ-82-14: Property rezoned from R10 to CU-RA6 for a maximum of 24 condo style dwelling units
Required Notice	
Mailed Notice by Applicant:	3-27-25. This letter also indicated that the applicant would be holding a neighborhood meeting on April 3, 2025.
Mailed Notice by Staff:	4-24-25
Published Notice:	4-17-25 & 4-24-25
Posted Notice:	4-17-25

2. Site Information	
Location	Mountain Rd., Springdale Ln, and Lincoln Ave.
PIN	7751362459
Size	3.25 acres +/-
Jurisdiction	Corporate Limits
Current Land Use	Undeveloped
Overlay Districts	None
Infrastructure	City utilities are available, subject to city policies.
Transportation	
Street Classification:	All streets are a local streets
Maintenance:	Mountain Rd. is city maintained. Springdale Ln. is partially city maintained, partially private. Lincoln Ave. is state-maintained.
Other Notes:	None
Surrounding Land Use	
North:	Single, Two, and Multiple Family Residential
South:	Single and Two Family Residential
East:	Single and Two Family Residential
West:	Residential/Church

3. Staff Analysis
1) Proposed uses are single- and two-family dwellings
2) **R10 Residential District Statement of Intent:** The R10 Residential District is intended to provide regulations which will produce a moderate intensity of residential uses, usually single family or two family in character and served by central water supply and sewage disposal systems, plus the necessary governmental and other support facilities to service such urban intensity living.

3) **Relevant Zoning Ordinance Definitions:**
   Dwelling/Residence, Detached Single Family
   An individual dwelling unit for one family located on an independent lot containing no other dwelling units.
   Dwelling/Residence, Two Family
   A structure containing two dwelling units.
   Street, Public
   Effective January 1, 2007: A right-of-way or fee simple tract of land that has been set aside for public travel, offered for dedication to the public by the recording of a subdivision plat, built to public street standards, and eligible for maintenance by either the City of Asheboro or the State of North Carolina.
4) Both single-family and two-family dwellings are permitted by right in the R10 Residential zoning district.
5) The applicant initially proposed a privately maintained, all-weather surface roadway to serve as access for Lots 4-7. The proposal was reviewed by city departments and NCDOT and deemed acceptable for emergency access, operations, and driveway permitting under certain conditions. In response to discussions with the applicant about potential changes to the proposal to improve functionality, the applicant revised the plan showing a 20' roadway (18' of which shall paved with 2' of additional all-weather surface to satisfy the fire code).
6) The portion of Springdale Lane that is not city-maintained and outside of the city limits is not eligible for city maintenance. In addition, the roadway is not maintained by NCDOT and is not eligible for NCDOT maintenance. The applicant may present a petition requesting annexation of the street and seeking city maintenance at a later date.
7) The overall density of the development is approximately 3.4 dwellings per acre, which is consistent with allowable by the surrounding R10 zoning.
8) In response to the recommendation from the Planning Board, the applicant has shown a turnaround easement on the most recent site plan.
9) After review by the Planning Board, staff has continued to discuss potential issues related to the proposed privately maintained roadway. Care should be taken to ensure that the district, if approved, does not create future problems regarding provision of public services including sanitation operations. In light of this consideration, Condition F has been added.

4. Modifications to Ordinance Regulations

1) (+) 20' no cut buffer proposed along south side of lots 1, 3-7 and western side of lots 8-9
2) (-) Lots 3-6 do not meet R10 minimum lot width (75' required, 60 proposed).
3) (-) Lots 4-7 do not comply with Section 3.01 (C): Every lot must abut a street
4) (-) Lot 2 Front and Side setbacks do not meet R10 minimums; Lot 4 side setback does not meet R10 minimum.

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

A) The uses approved shall be Dwelling, Single Family on lots 1-7 and Dwelling, Single or Two Family on lots 8-9.
B) All parties involved in this request, including the owner, successors, heirs, and assigns, agree to the conditions and approved site plan. Prior to the issuance of a Zoning Compliance

Permit, the owner shall provide city staff with written acceptance of any zoning district conditions discussed and accepted during the public hearing.

C) It shall be the property owner's responsibility to obtain all permits and approvals required for the proposed land use, including but not limited to, NCDOT driveway permitting, and NCDEQ permitting, if applicable.

D) Prior to the issuance of a zoning compliance permit, a minor subdivision plat and site plan demonstrating compliance with all applicable zoning regulations and conditions, as well as the applicable permit fees, shall be submitted.

E) Prior to issuance of a zoning compliance permit, a road maintenance agreement (including indemnification provisions to protect the city if heavy duty fire and public works vehicles cause damage while providing municipal services) to property within the city shall be recorded. The road shall be privately maintained with a road maintenance agreement (including indemnification provisions to protect city if heavy duty fire and public works vehicles cause damage while providing municipal services) to property within city, unless and until the City assumes public maintenance through separate action of the City Council. The proposed asphalt surface shall be constructed generally consistent with the street section presented to the City Council and included as part of the conditional zoning application. Should the city receive and accept an offer of public street dedication in the future, the conversion of the street from private to public shall not be considered a modification of the conditional zoning district.

F) Prior to issuance of a zoning compliance permit, the property owner shall survey, prepare, and record an access/turnaround easement in favor of the city granting access and maneuvering area for all city vehicles servicing this property. Prior to construction, final details related to the dimensions, access and materials of this turnaround area shall be submitted for review and approved by the Asheboro Fire and Rescue and Asheboro Public Works/Operations departments. No certificate of occupancy shall be issued for a dwelling on lots 3-7 until road and turnaround improvements consistent with the site plan have been installed and deemed satisfactory by the Zoning Administrator. The turnaround constructed within this easement shall be built and maintained in a manner acceptable to the City of Asheboro.

G) Parking shall be prohibited within the platted turnaround easement area.

H) Existing vegetation shall be preserved consistent with the approved site plan within the “20’ No Cut Buffer.” Should any vegetation be removed, such vegetation shall at a minimum, be replaced with plantings consistent with a Type A Buffer within this area(s).

I) The owner(s) of the Zoning Lot shall properly execute and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Zoning in the chain of title for the Zoning Lot.

6. Land Development Plan Consistency and Reasonableness	
Proposed Land Use Map	Neighborhood Residential
Growth Strategy Map	Primary Growth
Small Area Map	Northwest
LDP Goals/Policies Supporting Request • Checklist Item 1: Rezoning is compliant with the Proposed Land Use Map. • Checklist Item 3. The property on which the rezoning district is proposed fits the description of the Zoning Ordinance. • Checklist Item 5: The proposed rezoning is compliant with the objectives of the Growth Strategy Map. • Checklist Item 8. The request is an adaptive reuse of a vacant or unused lot, or is an infill lot. • Checklist Items 12-14: 12.) Property is located outside of watershed; 13.) The property is located outside of Special Hazard Flood Area; 14.) Rezoning is not located on steep slopes of greater than 20%.	
LDP Goals/Policies Not Supporting Request • Checklist Item 6. Existing infrastructure is adequate to support the desired zone.	

7. Recommendations and City Council Action Items	
Staff Recommendation	Staff's initial recommendation was to approve the request subject to proposed conditions and consistency and reasonableness statements that the Planning Board adopted below. Staff still recommends approval of the amended application, subject to the proposed conditions, and believes the change from gravel to asphalt to be more consistent with city plans and policies.
Planning Board Recommendation	The Planning Board recommended approval of the request, with the added condition that the applicant communicate with Public Works staff to create a satisfactory access/and turnaround for sanitation vehicles, including any easement on the site plan.
Planning Board Plan Consistency and Reasonableness Statement(s)	**Consistency Statement:** The zoning map amendment is consistent with Asheboro Land Development Plan in that the proposed land uses and density are consistent with the proposed land use map, and more consistent with the area than the previously authorized high-density residential zoning by proposing single-family and two-family dwellings that are more similar to surrounding land uses and consistent with the Neighborhood Residential designation of the property. It also provides additional housing opportunities on an infill lot in the primary growth area close to services, employment, and major transportation corridors.

	Reasonableness Statement: The zoning map amendment is reasonable given the size and physical conditions of the property and adjoining residential property consisting primarily of single-family and two-family dwellings, the benefit of additional housing opportunities to the public, the benefit to the property owner by development of longstanding undeveloped lot, and the protections offered to adjoining property owners through the approved site plan providing measures such as preservation of significant existing vegetation not typically required to be retained with single-family and two-family dwellings. The provision of infrastructure (specifically access) is an important part of evaluating the request's reasonableness. The design of this access to the limited number of lots lacking direct access to a public street and the design and ongoing maintenance of this access can be addressed through conditions as part of the Conditional Zoning process.
City Council Action Items	1) Adopt Plan Consistency and Reasonableness Statement. 2) a) Approve or deny zoning map amendment RZ-24-10; rezone from RA6 (CZ) High-Density Residential Conditional Zoning to R10 (CZ) Medium-Density Residential Conditional Zoning for single-family and two-family dwellings. b) Attach zoning conditions as summarized or with modification.

SURVEY AND ACCURACY

I, AARON CARTER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2953, PAGE 764); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS _____ DAY OF _____, A.D., 2025.

PROFESSIONAL LAND SURVEYOR L-5519

I, AARON CARTER, PROFESSIONAL [illegible] L-5519, CERTIFY THAT THIS IS A SURVEY [illegible]

(11a) THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OR LAND.

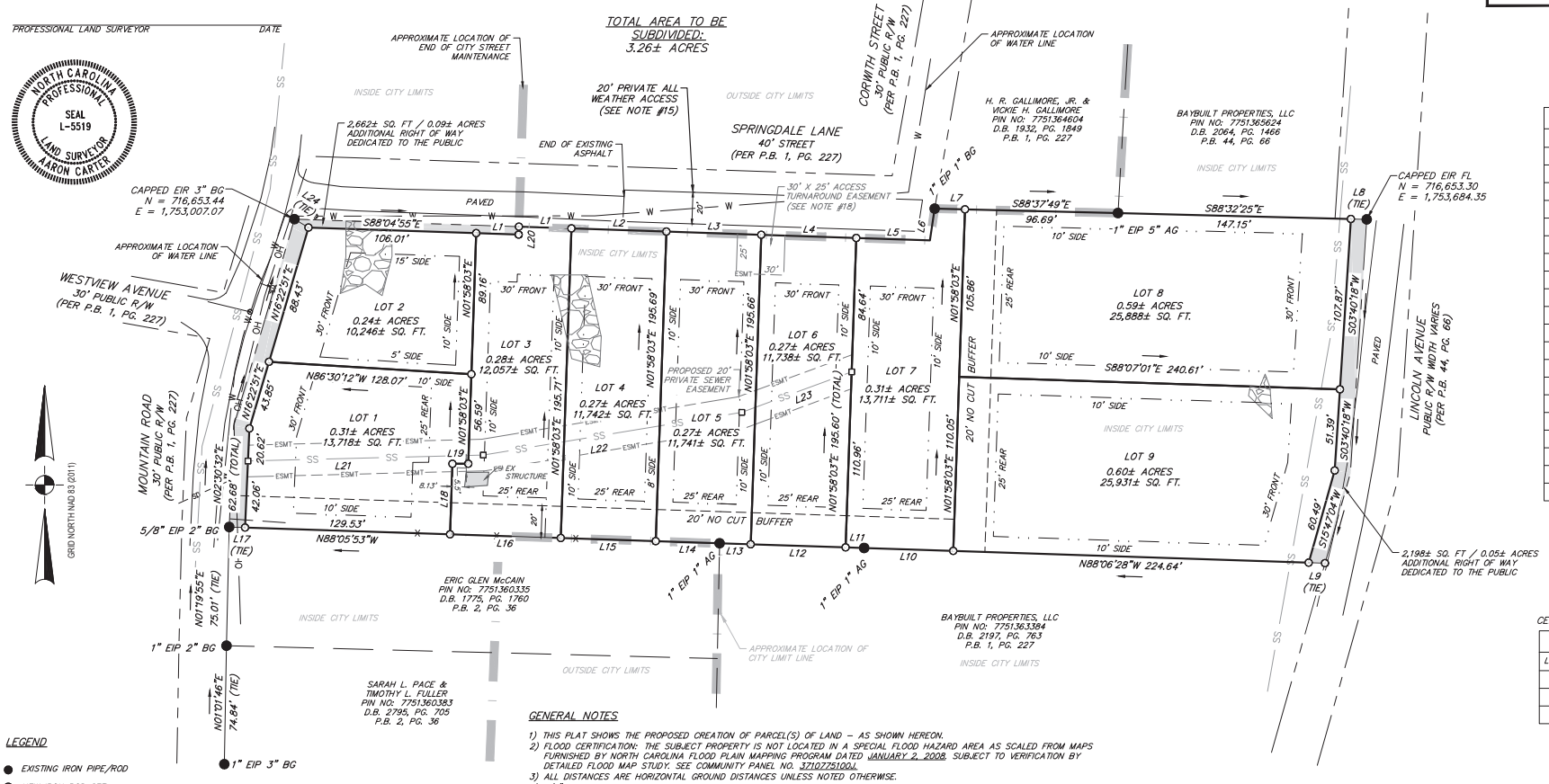
PROFESSIONAL LAND SURVEYOR DATE

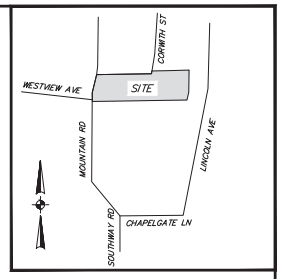
NORTH CAROLINA PROFESSIONAL SEAL L-5519 LAND SURVEYOR AARON CARTER

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

(1) CLASS OF SURVEY: A
(2) POSITIONAL ACCURACY: 0.10'
(3) TYPE OF GPS FIELD PROCEDURE: RTK
(4) DATE OF SURVEY: 03/20/25
(5) DATUM/EPOCH: NAD 83 (2011)
(6) PUBLISHED/FIXED-CONTROL USE: NCVRS
(7) GEOID MODEL: [illegible]
(8) COMBINED GRID FACTOR(S): 0.999893039
(9) UNITS: U.S. SURVEY FEET

PRELIMINARY





VICINITY MAP
NOT TO SCALE

Line Table		
Line #	Direction	Length
L1	S88°04'55"E	33.19
L1	S88°04'55"E	26.82
L2	S88°04'55"E	60.00
L3	S88°04'55"E	60.00
L4	S88°04'55"E	60.00
L5	S88°04'55"E	46.52
L6	N08°35'04"E	20.31
L7	S88°37'49"E	19.14
L8	S88°32'25"E	10.01
L9	N88°06'28"W	10.30
L10	N88°06'28"W	56.31
L11	N88°08'25"W	11.69
L12	N88°08'25"W	60.00
L13	N88°08'25"W	19.67
L14	N88°05'53"W	40.33
L15	N88°05'53"W	60.00
L16	N88°05'53"W	70.00
L17	N88°05'53"W	10.00
L18	N01°58'03"E	44.57
L24	S59°07'43"E	10.33

CENTERLINE EASEMENT TABLE

Line Table		
Line #	Direction	Length
L21	N88°32'33"E	148.71
L22	N80°36'50"E	165.45
L23	N69°46'18"E	73.96

LEGEND

- EXISTING IRON PIPE/ROD
- NEW IRON ROD SET
- SANITARY CLEAN OUT
- SANITARY SEWER MANHOLE
- WATER METER
- WATER VALVE
- UTILITY POLE
- TELEPHONE PEDESTAL
- EXISTING ROCK OUTCROP

ADJOINER LINE
LINE SURVEYED
RIGHT OF WAY
CURB & GUTTER
OVERHEAD POWER — OH — OH —
SANITARY SEWER — SS — SS —
STORM DRAIN — SD — SD —
WATER LINE — W — W —
BUFFER
CITY LIMITS

ABBREVIATIONS

EIP = EXISTING IRON PIPE/PIN
EIR = EXISTING IRON ROD
IRS = NEW IRON ROD SET
R/W = RIGHT OF WAY
AG = ABOVE GROUND
BG = BELOW GROUND
FL = FLUSH WITH GROUND

GENERAL NOTES

1) THIS PLAT SHOWS THE PROPOSED CREATION OF PARCEL(S) OF LAND – AS SHOWN HEREON.
2) FLOOD CERTIFICATION: THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SCALED FROM MAPS FURNISHED BY NORTH CAROLINA FLOOD PLAIN MAPPING PROGRAM DATED JANUARY 2, 2008, SUBJECT TO VERIFICATION BY DETAILED FLOOD MAP STUDY. SEE COMMUNITY PANEL NO. 3710775100J.
3) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS NOTED OTHERWISE.
4) 1,2" IRON RODS SET AT ALL CORNERS, UNLESS OTHERWISE SHOWN OR NOTED.
5) METHOD OF COMPUTATION IS BY COORDINATE CALCULATION.
6) THE PROPERTY IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY PRIOR TO THE DATE OF THIS MAP WHICH WERE NOT APPARENT AT THE TIME OF MY INSPECTION AND MIGHT OTHERWISE BE DISCLOSED BY AN ATTORNEY'S TITLE OPINION WHICH AS OF DATE SHOWN HEREON HAS NOT BEEN SUPPLIED TO SUMMEY ENGINEERING ASSOCIATES. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD AFFECTING THIS PROPERTY NOT SHOWN HEREON.
7) COORDINATES SHOWN ARE BASED ON THE NORTH CAROLINA GRID SYSTEM (NC3200), NAD 83 (2011), AND NAVD 88 (GEOID 18), AND COORDINATES WERE OBTAINED USING THE NCVRS SYSTEM.
8) NO NCGS MONUMENTS FOUND WITHIN 2000' OF SUBJECT PROPERTY.
9) PROPERTY OWNER: ROBERT EDMOND RESIDENTIAL, LLC, PIN NO: 7751362459; DEED BOOK 2953, PAGE 764.
10) PROPOSED PROPERTY ZONING: R10 (CZ); EXISTING ZONING: RA6 (CZ).
11) PROPOSED SETBACKS AREA AS SHOWN. MINIMUM LOT SIZE: 10,000 SQUARE FEET. MINIMUM LOT WIDTH 60'.
12) TOTAL AREA: 3.26± ACRES.
13) TOTAL NUMBER PROPOSED LOTS: 9.
14) PROPOSED LOTS 1 & 3-9, HAVE A 20' NO CUT BUFFER FROM THE SOUTHERN / WESTERN PROPERTY LINE.
15) AT THE TERMINUS OF EXISTING PAVEMENT, ROADWAY SHALL BE EXTENDED AND WIDENED TO 18' ASPHALT SURFACE WITH 2' GRAVEL SHOULDER(S) TO ACHIEVE A 20' WIDE ALL-WEATHER ROADWAY. ROAD SHALL BE PRIVATELY MAINTAINED WITH A ROAD MAINTENANCE AGREEMENT (INCLUDING INDEMNIFICATION PROVISIONS TO PROTECT CITY IF HEAVY DUTY FIRE AND PUBLIC WORKS VEHICLES CAUSE DAMAGE WHILE PROVIDING MUNICIPAL SERVICES) TO PROPERTY WITHIN CITY, UNLESS AND UNTIL THE CITY ASSUMES PUBLIC MAINTENANCE THROUGH SEPARTE ACTION OF THE CITY COUNCIL. THE PROPOSED ASPHALT SURFACE SHALL BE CONSTRUCTED GENERALLY CONSISTENT WITH THE STREET SECTION PRESENTED TO THE CITY COUNCIL AND INCLUDED AS PART OF THE CONDITIONAL ZONING APPLICATION.
16) CALLS ALONG THE PRIVATE SANITARY SEWER LINE ARE CENTERLINE CALLS. PROPOSED PRIVATE EASEMENT IS 10' EITHER SIDE.
17) PROPERTY OWNER SHALL SURVEY, PREPARE AND RECORD AN ACCESS/TURNAROUND EASEMENT IN FAVOR OF THE CITY OF ASHEBORO GRANTING ACCESS AND MANEUVERING AREA FOR ALL CITY VEHICLES SERVICING THIS PROPERTY.
18) ACCESS/TURNAROUND EASEMENT IS IN FAVOR OF THE CITY OF ASHEBORO GRANTING ACCESS AND MANEUVERING AREA FOR ALL CITY VEHICLES SERVING THIS PROPERTY. IT ALSO INCLUDES THE 20' ALL WEATHER ACCESS AND PAVED SECTION ALL THE WAY TO WHERE ASHEBORO CITY MAINTENANCE ENDS. ACCESS EASEMENT SHOWN BETWEEN LOTS 5 AND 6 IS CENTERED ALONG THE PROPERTY LINE (15' EITHER SIDE). THE TURNAROUND CONSTRUCTED WITHIN THIS EASEMENT SHALL BE BUILT AND MAINTAINED IN A MANNER ACCEPTABLE TO THE CITY OF ASHEBORO.

OWNER:
ROBERT EDMOND RESIDENTIAL, LLC
2550 MOUNTAIN LAKE ROAD
ASHEBORO, NC 27205

GRAPHIC SCALE
50 25 0 50 100
1" = 50 FEET

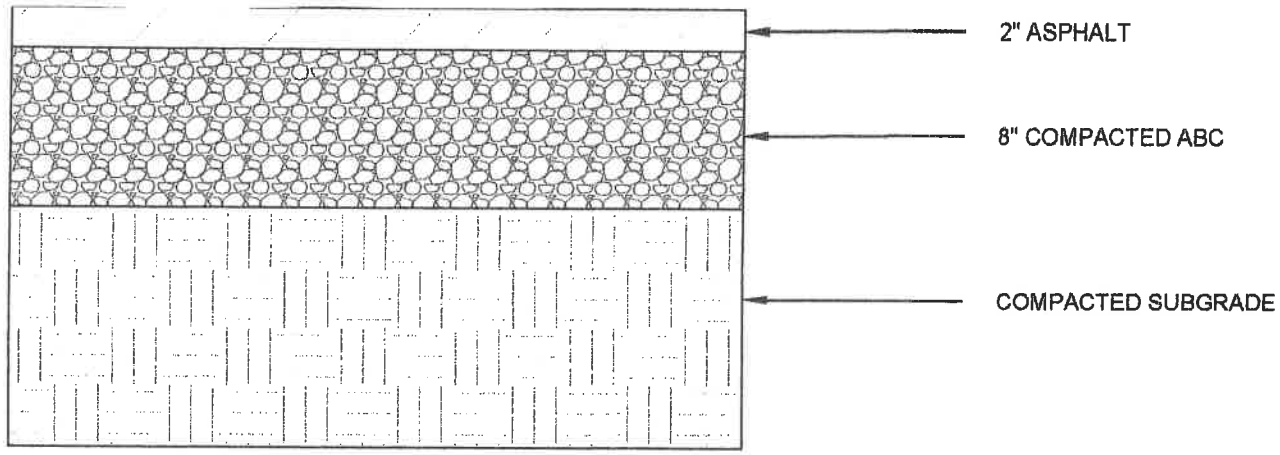
MINOR SUBDIVISION PLAT FOR

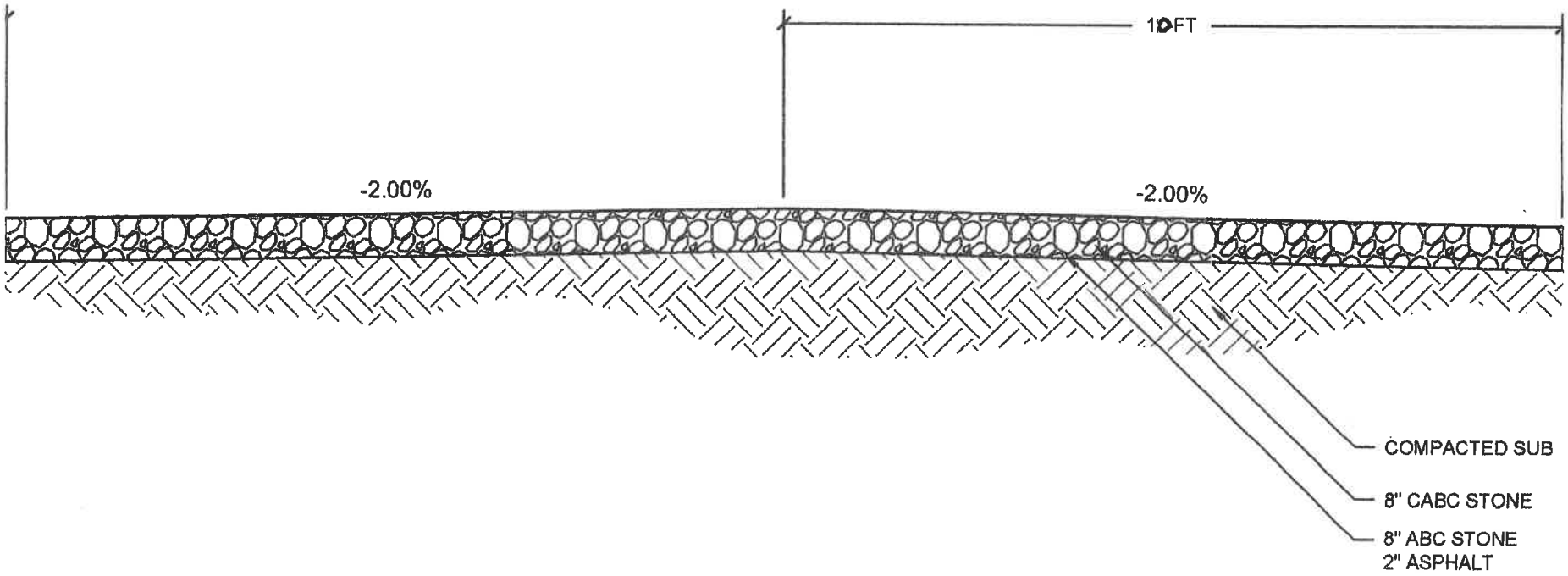
DOGWOOD PARK

MOUNTAIN ROAD - SPRINGDALE LANE - LINCOLN AVENUE
ASHEBORO TOWNSHIP - RANDOLPH COUNTY - NORTH CAROLINA

Summey Engineering Associates, PLLC
Engineering - Consulting - Surveying
PO Box 968, Asheboro, NC 27204
Ph 336-628-0902 Fx 336-628-0922 www.summeyengineering.com
NC ENGINEERING & SURVEYING FIRM CERTIFICATE OF AUTHORIZATION: P-0336

Scale:	1" = 50'
Date:	03/21/2025
Drawn By:	SKM
Checked By:	AJC
Job No.:	2201364


2" ASPHALT
8" COMPACTED ABC
COMPACTED SUBGRADE


10 FT
-2.00%
-2.00%
COMPACTED SUB
8" CABC STONE
8" ABC STONE
2" ASPHALT

Randolph County, NC

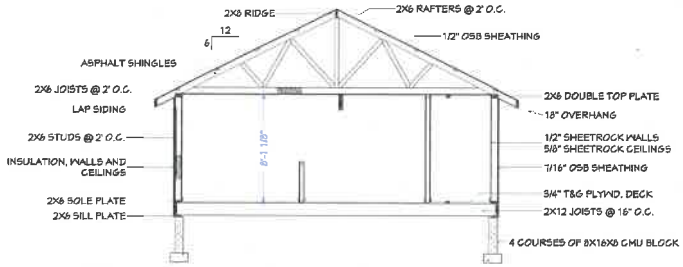
REID	42611	OWNER ADDRESS2	
PIN	7751362459	OWNER CITY	GREENSBORO
TAXED ACREAGE	3.25	OWNER STATE	NC
PROPERTY DESCRIPTION	MOUNTAIN RD;SPRINGDALE DR	OWNER ZIP	27408
DEED BOOK & PAGE	001498/01148	LOCATION ADDRESS	No Physical Address
PLAT BOOK & PAGE		LOCATION ZIP	No ZIP
OWNER	JORDAN, NANCY JOYNER	DATA REFRESHED	3/2/2025
OWNER ADDRESS	2310 PRINCESS ANN ST		

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

FRONT ELEVATION
SCALE: 1/4" = 1'

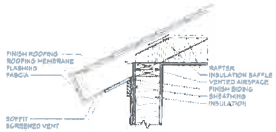
REAR ELEVATION
SCALE: 1/4" = 1'

LEFT ELEVATION
SCALE: 1/4" = 1'



CROSS SECTION A
SCALE: 1/4" = 1'

RIGHT ELEVATION
SCALE: 1/4" = 1'



Boxed In Eave
SCALE: 1" = 1'

36x24 House
#36X24H8B

BUILDING CONTRACTOR/HOME OWNER TO REVIEW AND VERIFY ALL DIMENSIONS, AND SPECS BEFORE CONSTRUCTION BEGINS. BUILDING TO BE BUILT AS PER LOCAL CODE REQUIREMENTS.

SQUARE FEET: 864
WIDTH: 36'
DEPTH: 32'-6" (including porch and steps)
EXTERIOR WALL STRUCTURE: 2X6 STUDS

To the best of my knowledge these plans are drawn to comply with owner's and/ or builder's specifications and any changes made on them after prints are made will be done at the owner's and / or builder's expense and responsibility. The contractor shall verify all dimensions and enclosed drawing. E.F.P. is not liable for errors. While every effort has been made in the preparation of this plan to avoid mistakes, the maker cannot guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter. All calculations and member sizing should be verified for your building by a certified building official.

PAGE: 1
SHEETS: 3

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E.F.P. does not represent or imply itself to be a licensed architect and/or licensed engineer.
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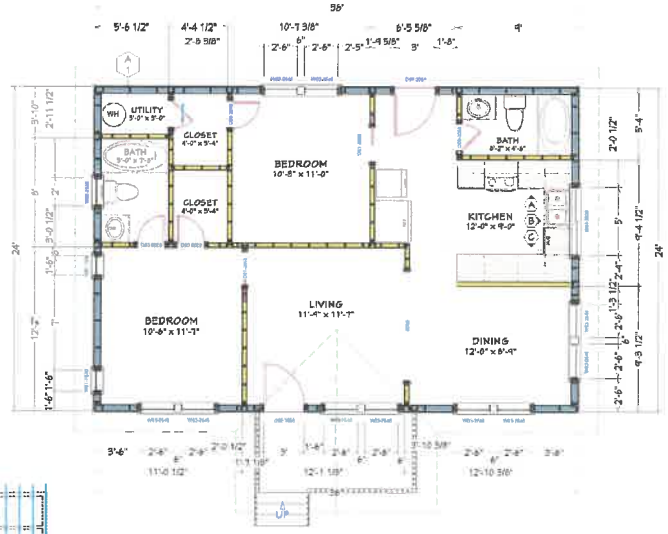
Resale of these plans, in whole or part, is strictly prohibited.

Excellent Floor Plans
https://sites.google.com/excellentfloorplans
https://www.ebay.com/str/excellentfloorplans
https://excellentfloorplans.etsy.com

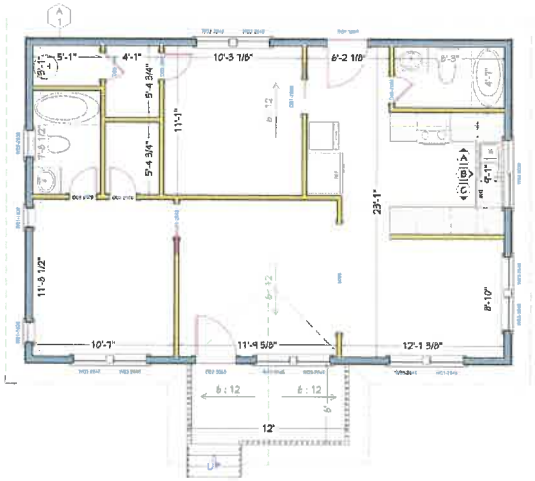
DOOR SCHEDULE					
NUMBER	LABEL	QTY	FLOOR	SIZE	COMMENTS
D01	D01-2868	2	1	2868	
D02	D02-3068	2	1	3068	
D03	D03-2068	3	1	2068	

WINDOW SCHEDULE						
NUMBER	LABEL	QTY	FLOOR	SIZE	DESCRIPTION	COMMENTS
W01	W01-1830	2	1	1830	DOUBLE HUNG	
W02	W02-2030	3	1	2030	DOUBLE HUNG	
W03	W03-2846	10	1	2846	DOUBLE HUNG	
W04	W04-3050	1	1	3050	LEFT SLIDING	

FOUNDATION PLAN



MAIN FLOOR PLAN
SCALE: 1/4" = 1'



MAIN FLOOR PLAN
SCALE: 1/4" = 1'

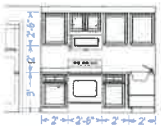
LIGHTING PLAN

CEILING FRAMING PLAN

ALL WIRING TO BE INSTALLED AS PER ACTUAL JOBSITE CONDITIONS, ELECTRICAL CODE AND HOME OWNER OR INTERIOR LIGHTING CONSULTANT. SHOWN IS SUGGESTED PLACEMENT OF LIGHTING AND SWITCHING AND MUST BE APPROVED BY HOMEOWNER PRIOR TO WORK.

RECESSED DOWN LIGHT

PORCH LANTERN

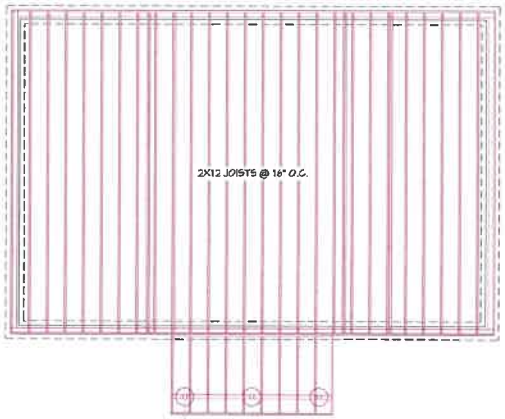


GABINET ELEVATION A (A)
SCALE: 1/4" = 1'

GABINET ELEVATION B (B)
SCALE: 1/4" = 1'

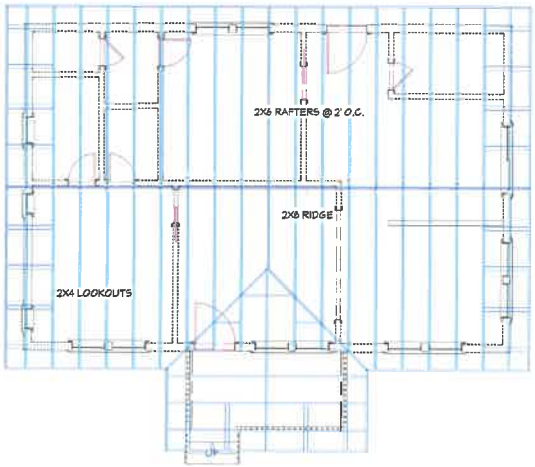
GABINET ELEVATION C (C)
SCALE: 1/4" = 1'

36x24 House
#36X24H8B



4X4 SUPPORT POSTS 4X8 SUPPORT BEAM

FLOOR FRAMING PLAN
SCALE: 1/4" = 1'



ROOF FRAMING PLAN
SCALE: 1/4" = 1'

PAGE:
2
SHEETS:
3

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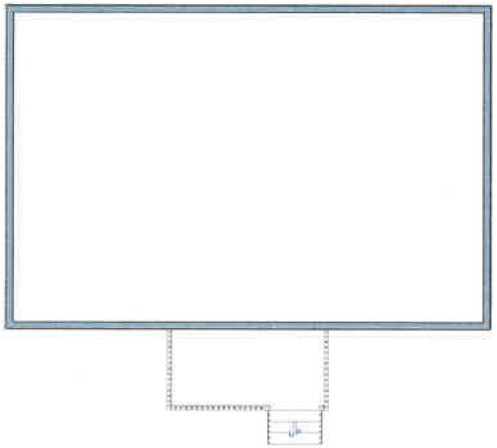
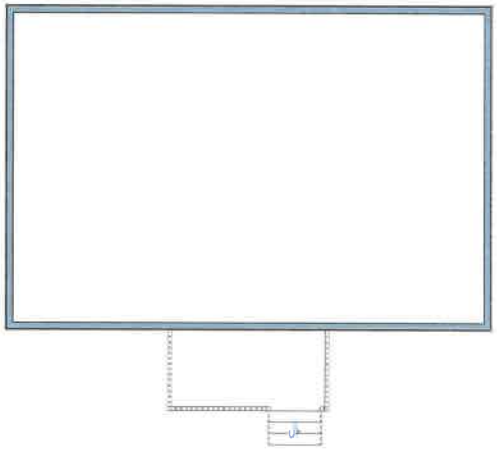
https://www.ebay.com/str/excellentfloorplans
https://excellentfloorplans.etsy.com

IDEAS

36x24 House
#36X24H8B



MAIN FLOOR PLAN
SCALE: 1/4" = 1'



MAIN FLOOR PLAN
SCALE: 1/4" = 1'

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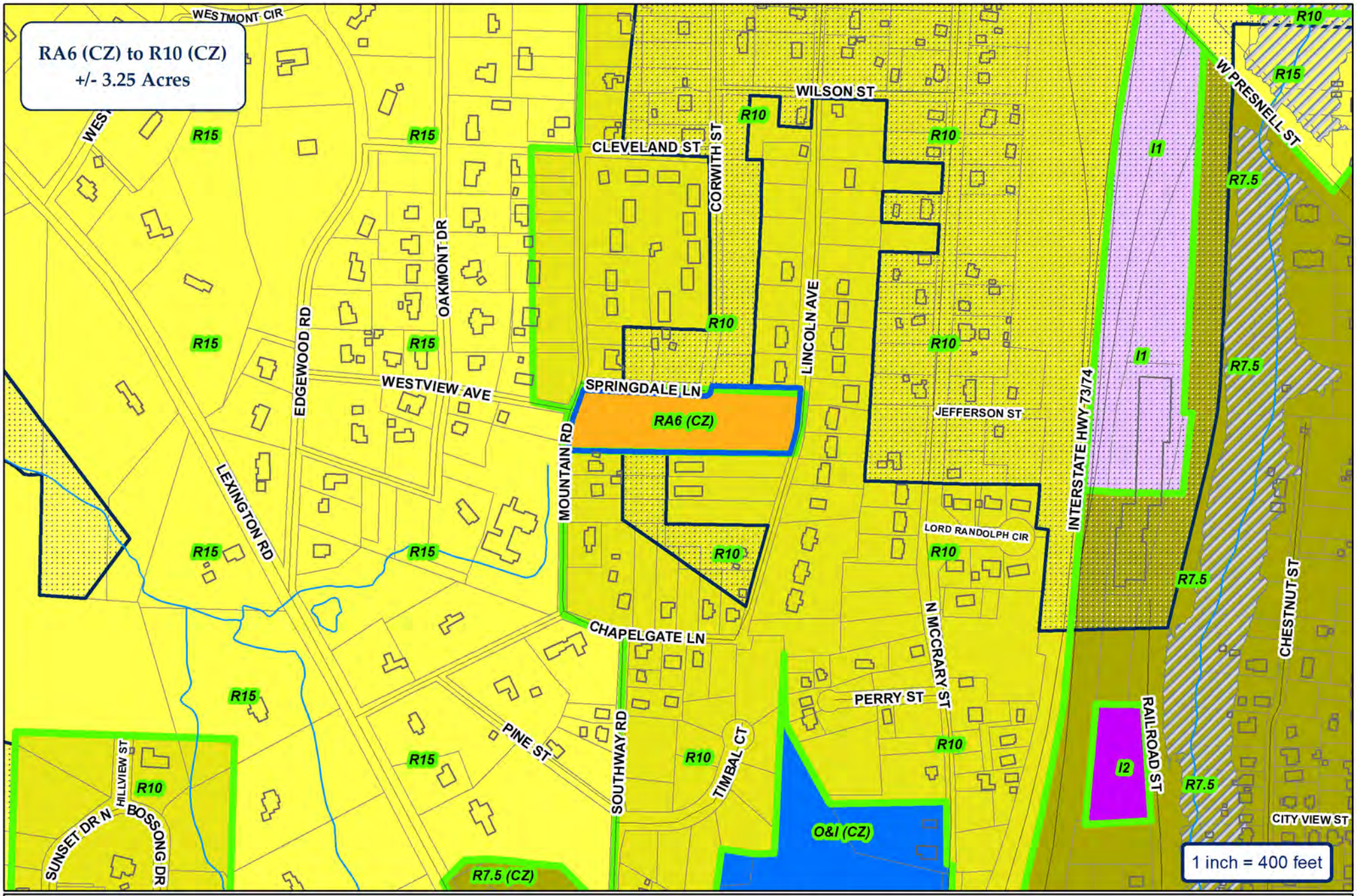
https://excellentfloorplans.etsy.com



City of Asheboro Planning & Zoning Department

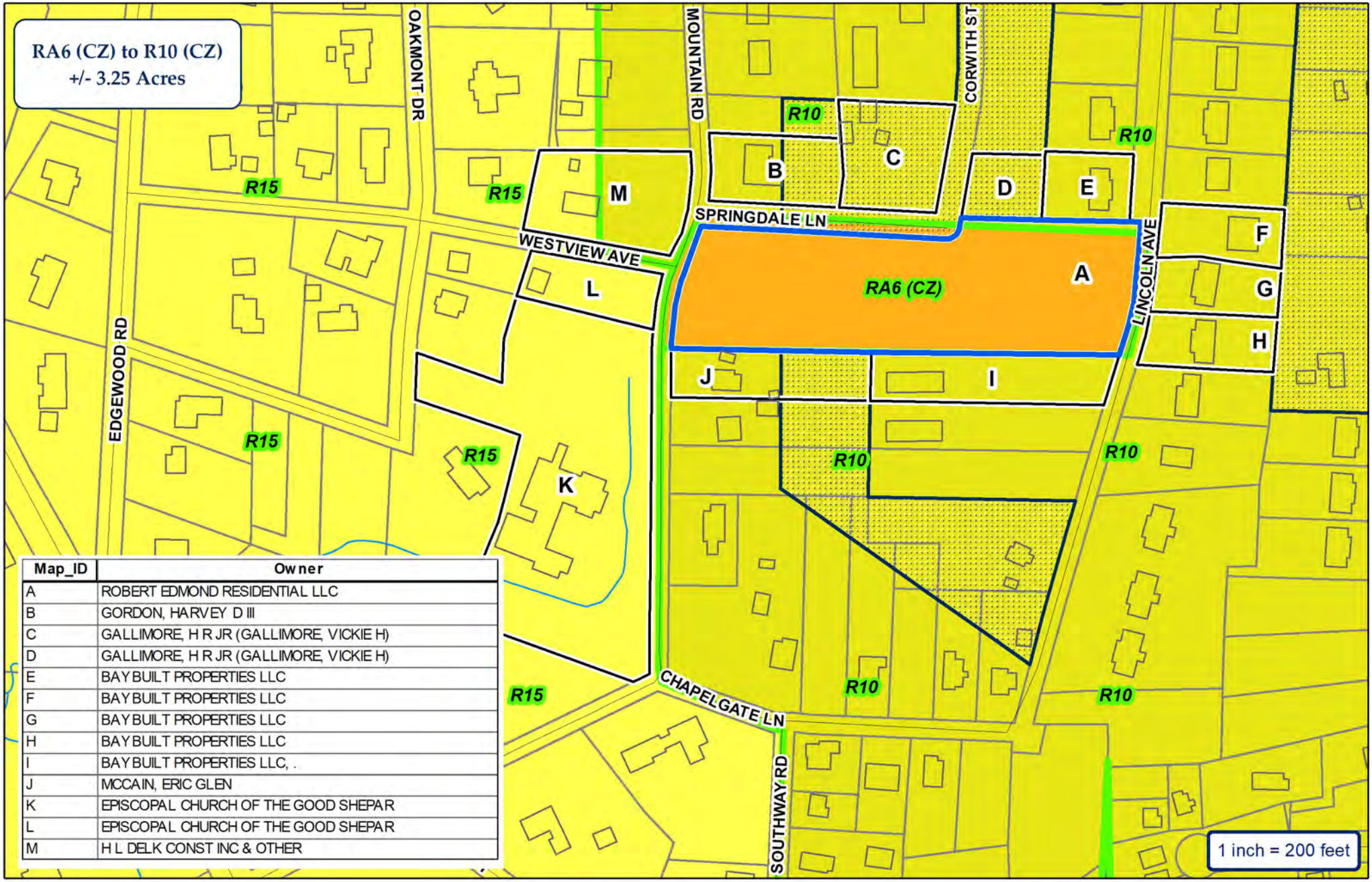
Rezoning Case: RZ-25-10

Parcels: 7751362459

ETJ

Subject Property

Zoning



Map_ID	Owner
A	ROBERT EDMOND RESIDENTIAL LLC
B	GORDON, HARVEY D III
C	GALLIMORE, H R JR (GALLIMORE, VICKIE H)
D	GALLIMORE, H R JR (GALLIMORE, VICKIE H)
E	BAY BUILT PROPERTIES LLC
F	BAY BUILT PROPERTIES LLC
G	BAY BUILT PROPERTIES LLC
H	BAY BUILT PROPERTIES LLC
I	BAY BUILT PROPERTIES LLC, .
J	MCCAIN, ERIC GLEN
K	EPISCOPAL CHURCH OF THE GOOD SHEPAR
L	EPISCOPAL CHURCH OF THE GOOD SHEPAR
M	H L DELK CONST INC & OTHER

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

ETJ

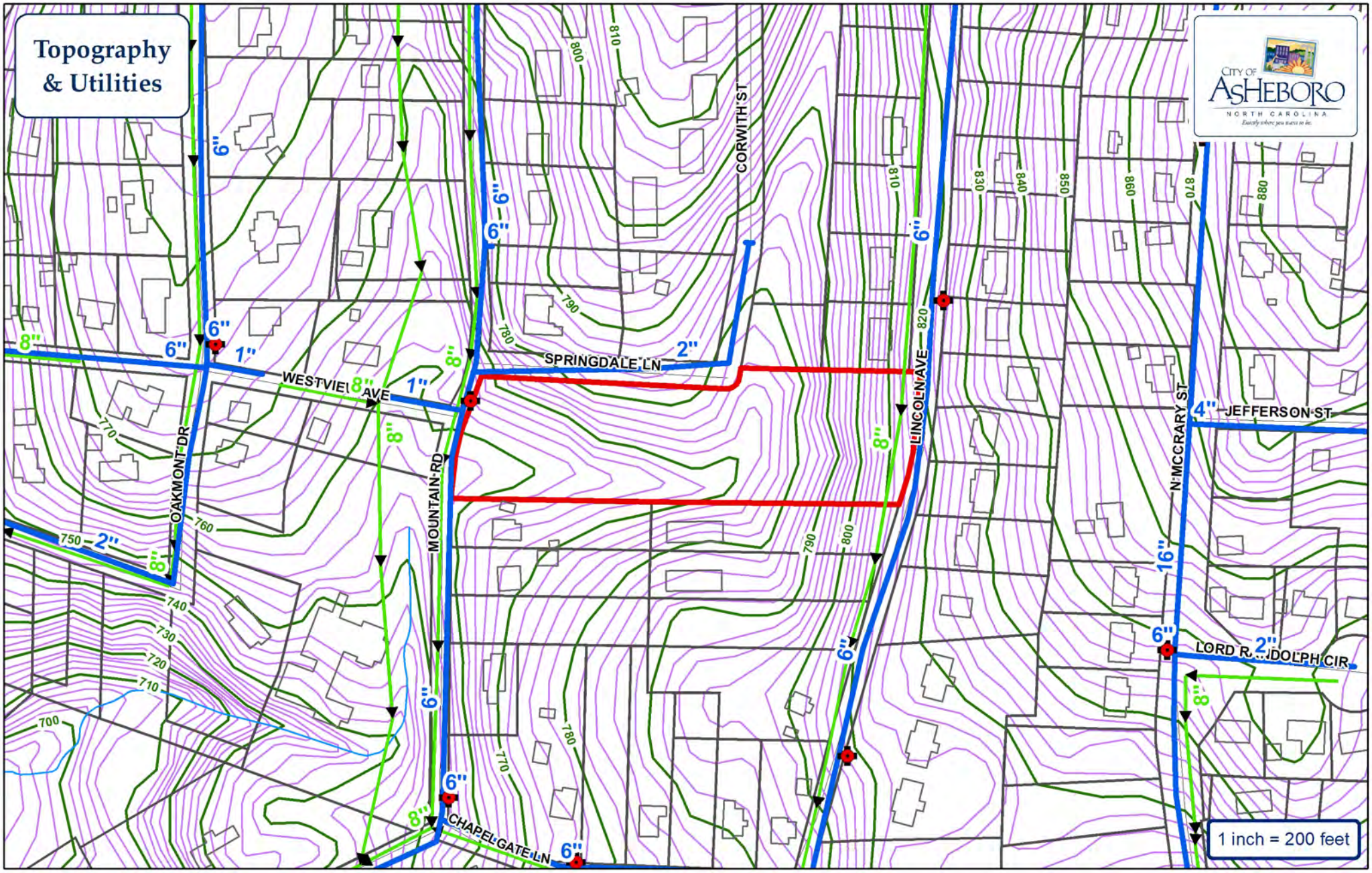
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-10

Parcels: 7751362459

Subject Property
Adjoining Properties
City Zoning

N
W
E
S



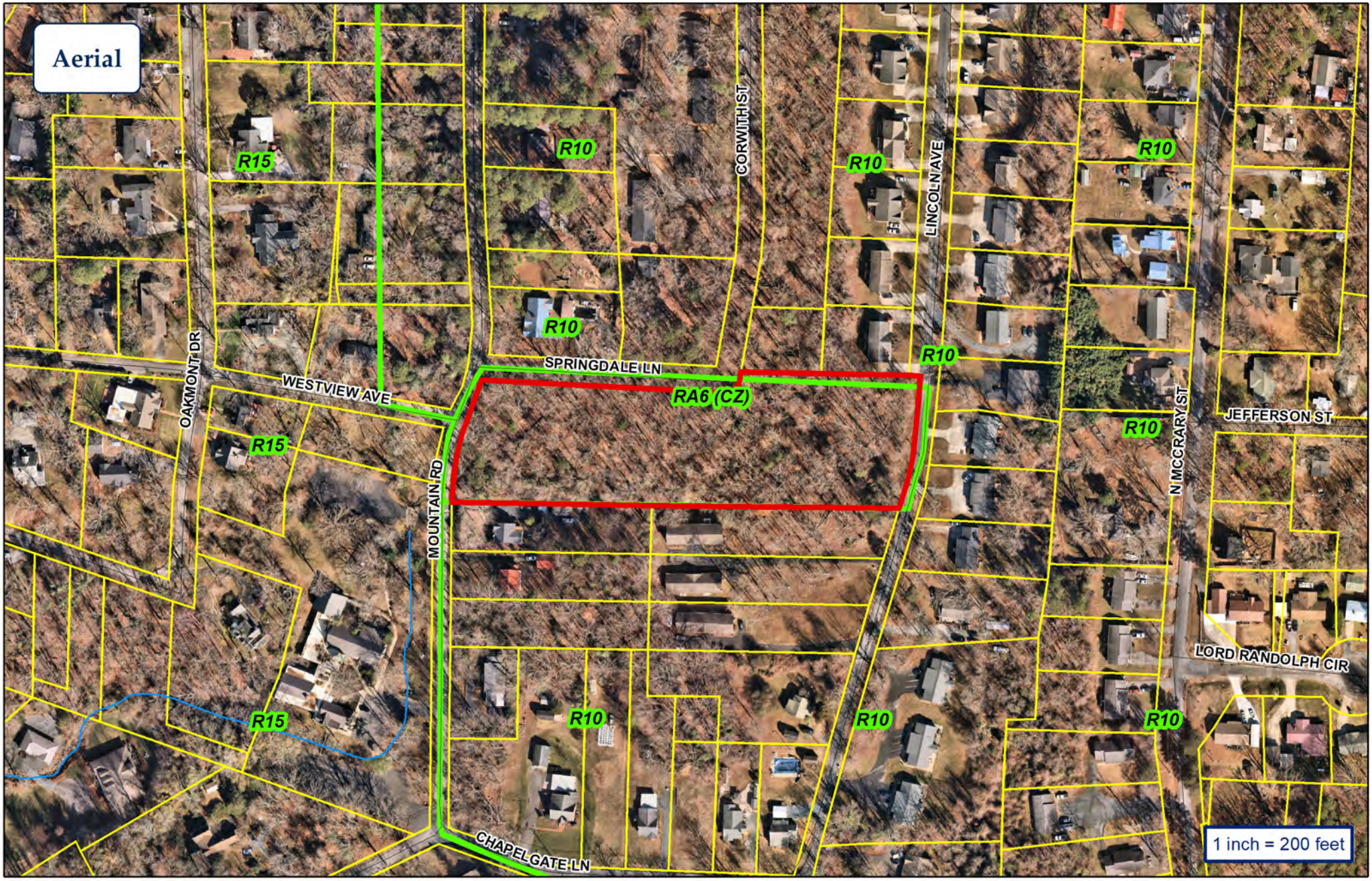
Water Main
Sewer Main
Force Main
Fire Hydrant
Pump Station
Watershed

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-25-10

Parcels: 7751362459

Subject Property



City of Asheboro Planning & Zoning Department

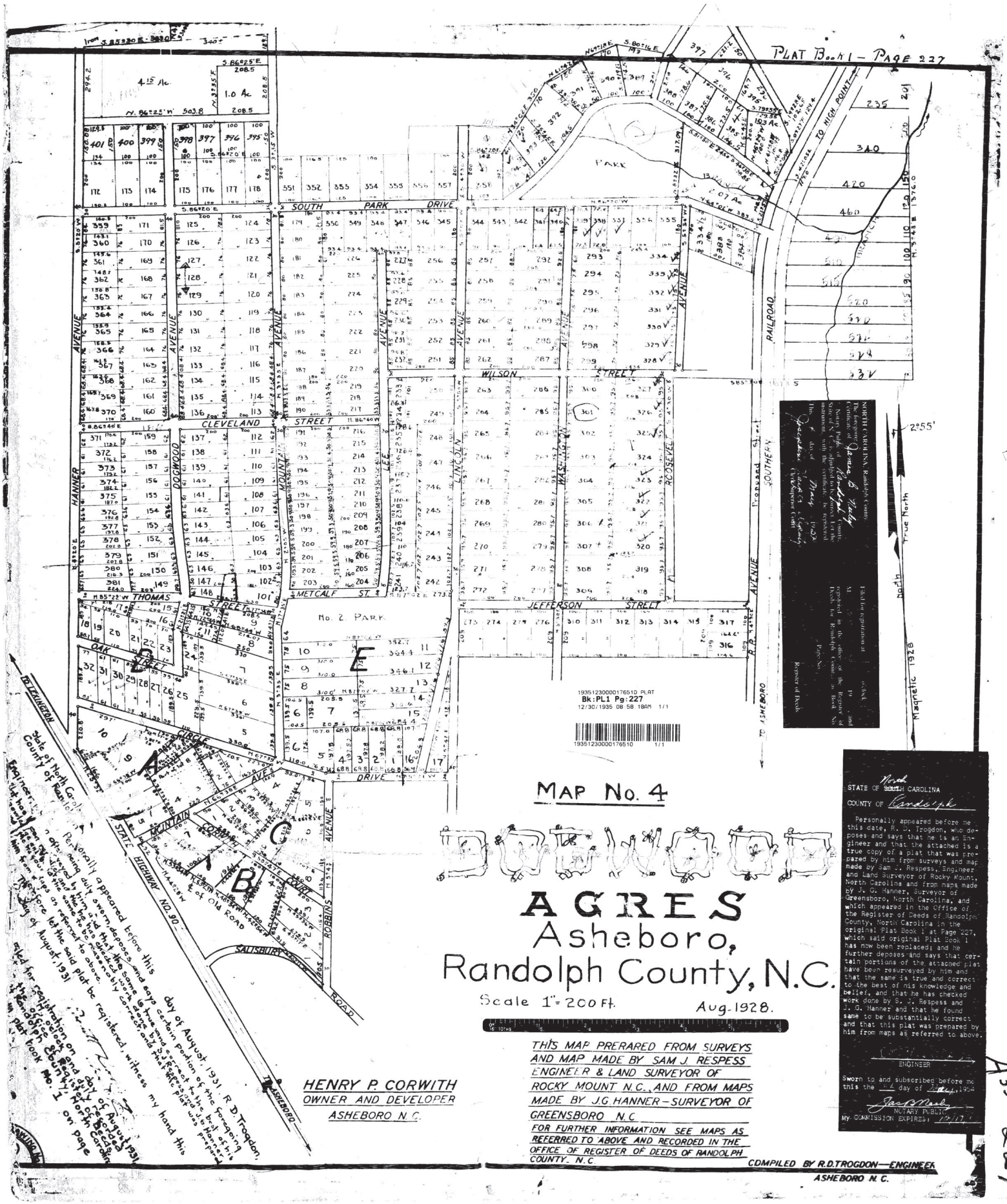
Rezoning Case: RZ-25-10

Parcels: 7751362459

Subject Property

Zoning

PLAT Book 1 – PAGE 227



MAP No. 4

AGRES
Asheboro, Randolph County, N.C.

Scale 1" = 200 Ft. Aug. 1928.

THIS MAP PRERARED FROM SURVEYS AND MAP MADE BY SAM J. RESPESS ENGINEER & LAND SURVEYOR OF ROCKY MOUNT N.C., AND FROM MAPS MADE BY J.G. HANNER – SURVEYOR OF GREENSBORO N.C.

FOR FURTHER INFORMATION SEE MAPS AS REFERRED TO ABOVE AND RECORDED IN THE OFFICE OF REGISTER OF DEEDS OF RANDOLPH COUNTY, N.C.

HENRY P. CORWITH
OWNER AND DEVELOPER
ASHEBORO N.C.

COMPILED BY R.D. TROGDON — ENGINEER
ASHEBORO N.C.

NORTH CAROLINA, Randolph County.
The foregoing Certificate of James B. Hedy Notary Public of Randolph County, State of N.C. is adjudged to be correct. Let the instrument, with the certificate, be registered.
This 9th day of March 1928
Joseph Lewis Clerk Supreme Court

Filed for registration at 8 o'clock M. on the 19 day of April 1928 and registered in the office of the Register of Deeds for Randolph County, in Book No. Page No.
Register of Deeds

STATE OF ~~SOUTH~~ North CAROLINA
COUNTY OF Randolph

Personally appeared before me this date, R. D. Trogdon, who deposes and says that he is an Engineer and that the attached is a true copy of a plat that was prepared by him from surveys and map made by Sam J. Respess, Engineer and Land Surveyor of Rocky Mount, North Carolina and from maps made by J. G. Hanner, Surveyor of Greensboro, North Carolina, and which appeared in the Office of the Register of Deeds of Randolph County, North Carolina in the original Plat Book 1 at Page 227, which said original Plat Book 1 has now been replaced; and he further deposes and says that certain portions of the attached plat have been resurveyed by him and that the same is true and correct to the best of his knowledge and belief, and that he has checked work done by S. J. Respess and J. G. Hanner and that he found same to be substantially correct and that this plat was prepared by him from maps as referred to above.

ENGINEER

Sworn to and subscribed before me this the 14 day of July, 1954

NOTARY PUBLIC
MY COMMISSION EXPIRES: 12/17/

State of North Carolina
County of Randolph

Personally appeared before this day of August, 1931 R. D. Trogdon, Engineer, who being duly sworn, deposes and says certain Portion of the foregoing plat has been resurveyed by him and that the same is true and correct to the best of his knowledge and belief and that the said plat was prepared by him from maps as referred to above.

Witness my hand this day of August, 1931

Filed for registration on 2nd day of August 1931 at 10 o'clock A.M. in the office of the Register of Deeds for Randolph County, North Carolina and recorded in Plat Book No. 1 on page

A35 227

APPLICANT INFORMATION

Applicant Robert Edmond Residential, LLC *Applicant's Phone #* 336-963-9016

Applicant's Address 2550 Mtn. Lake Rd.
Asheboro, NC 27205

Applicant email address tyler.wilhoit@trmhomes.com

PROPERTY INFORMATION

Property Owner's Name Robert Edmond Residential, LLC

Location of Property 0 Mountain Rd. *Property Size (ac. or s.f.)* 3.25 AC

Randolph County Property Identification Number (PIN#) 7751362459.

Current Zoning District RA6 CZ *Requested Zoning District* R10 CZ

Date Property Title Acquired 3/12/2025 *Deed Book* 2953 *Page* 764.

Subdivision _____ *Section* _____ *Lot #* _____

Plat Book N/A *Page* _____

3.25 Acres.
off Springdale, Mtn. Rd
And Lincoln Ave.

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:

Rezone from RA6-CZ to R10-CZ that reduces the density for a conditional zoning district consisting of seven single family dwelling on 10,000 sq. ft. lots and two duplexes on 15,000 sq. ft. lots along Lincoln Ave.

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

Located in Primary Growth Area and is consistent with the Land Use Map & Growth Strategy Map.

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?

Recent housing rezonings in the Neighborhoods in close proximity to McCray Ball Park and the Dogwood Acres Area.

Does not apply ☐

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

Provides housing opportunities with close proximity to interstate, employers, schools & college and center city.

146 N. Church St., Asheboro, NC 27203
Telephone: (336) 626-1201 ext. 2392; Fax: (336) 626-1218; www.asheboronc.gov

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.

Robert Edmund Residential, LLC

Applicant Signature

Robert Tyler Willetts, Member/Manager

Printed Name of Authorized Signatory (if different from Applicant)

Robert Tyler Willetts

Position/Relationship of Authorized Signatory to Applicant

Mgr. of LLC

Owner Signature (if different than Applicant)

Owner Address

2550 Mtn. Lake Rd.
Asheboro, NC 27205

Telephone Number

336-963-9016

Printed Name of Authorized Signatory (if different from Owner)

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: JTL **Date:** 3-14-25 **Case Number:** 25-TO

BK 2935 PG 704 - 706 (3) DOC# 2025[illegible]
This Document eRecorded: 03/12/2025 03:12:04 P
Fee: $26.00 DocType: DEED Tax: $160.00
Randolph County, North Carolina
Krista M. Lowe, Register of Deeds

NORTH CAROLINA
WARRANTY DEED

Excise Tax: $160.00	Recording Time, Book and Page
Tax Map No.	Parcel Identifier No. 7751362459

Mail after recording to: Grantee: 2550 MOUNTAIN LAKE ROAD, ASHEBORO, NC 27205
PROPERTY ADDRESS: 0 MOUNTAIN ROAD, ASHEBORO, NC 27205

This instrument was prepared by: ADELIA SCHIFFMAN LAW GROUP, PLLC, A GROUP OF LICENSED NORTH CAROLINA ATTORNEYS. DELINQUENT TAXES, IF ANY, WILL PAID AT CLOSING FROM CLOSING PROCEEDS.

THIS DEED made this 5TH day of MARCH, **2025** by and between

GRANTOR

NANCY JOYNER JORDAN (UNMARRIED)

2310 PRINCESS ANN STREET, GREENSBORO, NC 27408

GRANTEE

ROBERT EDMOND RESIDENTIAL, LLC

2550 MOUNTAIN LAKE ROAD, ASHEBORO, NC 27205

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

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

SEE EXHIBIT A ATTACHED

Submitted electronically by "Adelia Schiffman Law Group, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Randolph County Register of Deeds.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book 1498 Page 1148, RANDOLPH County Registry. Also, please see Book 2419, Page 333.

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

The above described property ☐ does ☒ does not include the primary residence of the Grantor.

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

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

Title to the property hereinabove described is subject to the following exceptions: All easements, restrictions, and rights of way of record, if any, and ad valorem taxes for the current year.

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.

Nancy Joyner Jordan by George Harrison Jordan, POA (SEAL)
NANCY JOYNER JORDAN,
BY GEORGE HARRISON JORDAN, POA

NORTH CAROLINA GUILFORD COUNTY

I, Christian M. Hairston, a Notary Public in and for said State and County, do hereby certify that **GEORGE HARRISON JORDAN** personally appeared before me this day and being by me duly sworn, says that he/she executed the foregoing and annexed instrument for and on behalf of **NANCY JOYNER JORDAN** and that their authority to do so was executed, acknowledged and recorded in the Office of the Register of Deeds of Guilford County, North Carolina and that this instrument was executed under and by authority given by said instrument granting them power of attorney; that the said **GEORGE HARRISON JORDAN** acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said **NANCY JOYNER JORDAN.**

Witness my hand and official stamp or seal, this the 12th day of March, **2026.**

My Commission Expires: 6/24/26

Notary Public

Print Notary Name: Christian M. Hairston

Christian M Hairston
NOTARY PUBLIC
Guilford County, NC
My Commission Expires June 24, 2026

Agenda Item 7(c)

Quasi-Judicial Hearing (Case No. SUP-25-02): Request for a special use permit for property located at 2112 South Fayetteville Street, totaling approximately 0.14 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7750626365, to authorize a new land use classified as "Signs, Off premise Billboard & Poster Panel, etc."

SPECIAL USE PERMIT STAFF REPORT

SUP Case No. **SUP-25-02** **5/8/2025 City Council**

General Information

Applicant Tella Billboards LLC

Address PO Box 3207

City Asheboro NC 27203

Phone 336-963-0201

Location 2112 S. Fayetteville St.

Requested Action Special Use Permit for Billboard

Existing Zone I2 **Existing Land Use** Multi-use commercial

Size 0.14 +/- Acres

Pin # 7750626365

Applicants Reason as stated on application

Construct one painted steel monopole 12' x 24' lighted outdoor advertising sign. Option for future digital on the northbound face.

Surrounding Land Use

North Commercial **East** Commercial

South Commercial **West** Railroad/Single-Family

Zoning History None

Growth Stategy Map Primary Growth **Proposed LDP Map** Commercial

Legal Description

The property of Southend Market LLC, located at 2112 South Fayetteville Street, totaling approximately 0.14 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7750626365.

Analysis

1. The request is for a Billboard, classified by the zoning ordinance as "Signs, Off premise Billboard & Poster Panel, etc." The existing and principal land use of the property is part of a "Commercial Development with with multiple uses and/or structures"
2. The applicant proposes a monopole designed billboard that includes a height of 35' above grade, 12' x 24' dimensions, with the possibility for a digital LED display on the northbound side of the billboard only.
3. South Fayetteville St. is a state-maintained major thoroughfare.
4. Billboards are also subject to review and approval by NCDOT.
5. Billboards have certain locational and separation requirements described in Section 5.05(19) below. Staff has determined that these requirements have been met.
6. The billboard is subject to the general lighting requirements of the Asheboro Zoning Ordinance.
7. As required by the ordinance, the site plan shows 3 Helleri Holly Shrubs.
8. The immediate area along US 220 Business South contains primarily commercial and institutional uses, although the I2 zoning would permit industrial uses.
9. Permitting of the billboard is exclusive of permitting for other signs allowed in the I2 district that are subject to general ordinance requirements.

LDP Conformity Issues

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

SPECIAL USE PERMIT STAFF REPORT

Staff Comments

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

Suggested Conditions

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

(B) Prior to the issuance of a zoning compliance permit, the following must be completed:
(i) The applicant shall obtain any required NCDOT permits.
(ii) Final Decision Document authorizing the Special Use Permit must be approved by the City Council.

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

(D) Maximum brightness levels shall not exceed 5,000 nits during daylight hours and shall not exceed 500 nits between dusk and dawn, as measured from the sign face.

SPECIAL USE PERMIT STAFF REPORT

For Special Use Permit Hearings:
The following tests shall be found in favor of the applicant by the City Council.

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

SUP Requirements

Section 5.05(19) Signs, Off Premise.
Off premise signs may be permitted in I1, I2, and I3 Districts in accordance with Chapter 7: Sign Regulations, provided the following additional regulations are met.
(1) Off premise signs may only be located along existing major thoroughfares or freeways as identified by the adopted Asheboro Thoroughfare Plan.
(2) The zoning district shall have at least l,000 linear feet frontage along the major thoroughfare or freeway in question.
(3) Off premise sign structures shall be located a minimum of l,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 l,000 linear feet.
(4) Off premise signs shall not exceed thirty-five (35) feet in height.
(5) Off premise signs shall be rectangular in shape and no part of the advertising face or copy shall extend or protrude beyond the outer limits of the rectangle.
(6) No portion of the off premise sign supporting structure shall be visible above the rectangular sign face.
(7) Off premise signs shall be limited to freestanding ground signs, only.
(8) No additional signs shall be permitted on any part of the supporting structure or bracing of an off premise sign.
(9) A billboard sign face area shall not exceed three-hundred (300) square feet in size.
(10) Off premise signs may only be single-faced, double-faced (back to back) or multi-faced provided that:
(a) The total sign faces in any one direction do not exceed size requirements set forth in (9) above.
(b) There is a definite distinction (such as a border or trim) between the individual sign faces to separate advertising copy.
(c) The backs of back-to-back/double-faced signs are not separated by more than thirty six (36) inches.
(d) Double-faced or multi-faced signs when constructed in the form of a "V" when viewed from above or below, shall not exceed an angle (as measured at the apex) greater than forty-five (45) degrees.
(e) Double-faced or multi-faced signs shall be structurally tied together to be considered as one structure.
(f) Multi-faced signs shall not have more than two (2) sign faces per structure.
(11) Landscaping and screening shall be provided subject to the approval of the Planning Department. No undue undercutting of existing vegetation shall be permitted.
(12) No billboard shall be permitted within 100 linear feet of any residential district (R40, R15, R10, R7.5, and RA6).
(13) Off premise signs as provided for under Chapter 7 shall not be required to comply with the provisions set forth in this Section.
(14) Off premise signs must comply with regulations established by the N. C. Board of Transportation. However, the State or city requirement that is more stringent or restrictive shall apply. It is the responsibility of the sign owner to insure compliance with State and city regulations.
(15) An application for a Special Use Permit as required under this Section shall be accompanied by plans showing the following information:
(a) Location of the proposed billboard, including setback from public right-of-way.
(b) Location of any existing buildings or structures within 100 feet of the proposed billboard.
(c) Location of proposed billboard in relation to any residential district (R40, R15, R10, R7.5 and RA6) to enable a determination of compliance with this Section.
(d) Size of the proposed billboard including the number of sign faces and their dimensions, as well as the proposed height of said billboard.
(e) Proposed method of landscaping and screening.
(f) Proposed removal of any existing vegetation.
(g) Type of construction material and method of construction.

SURVEY AND ACCURACY

I, AARON CARTER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION: (DEED DESCRIPTION RECORDED IN BOOK 2558, PAGE 152 AND PLAT BOOK 24, PAGE 75); THAT THE BOUNDARIES AND OTHER LINES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED OR BROKEN; THAT THE RATIO PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10,000+, AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 18th DAY OF MARCH, A.D., 2025.

PROFESSIONAL LAND SURVEYOR L-5519

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

(11d) IS OF ANOTHER [illegible] THE [illegible] EXISTING PARCEL, A [illegible] SUBDIVISION EXEMPTION OR EXCEPTIONS [illegible] SUBDIVISION

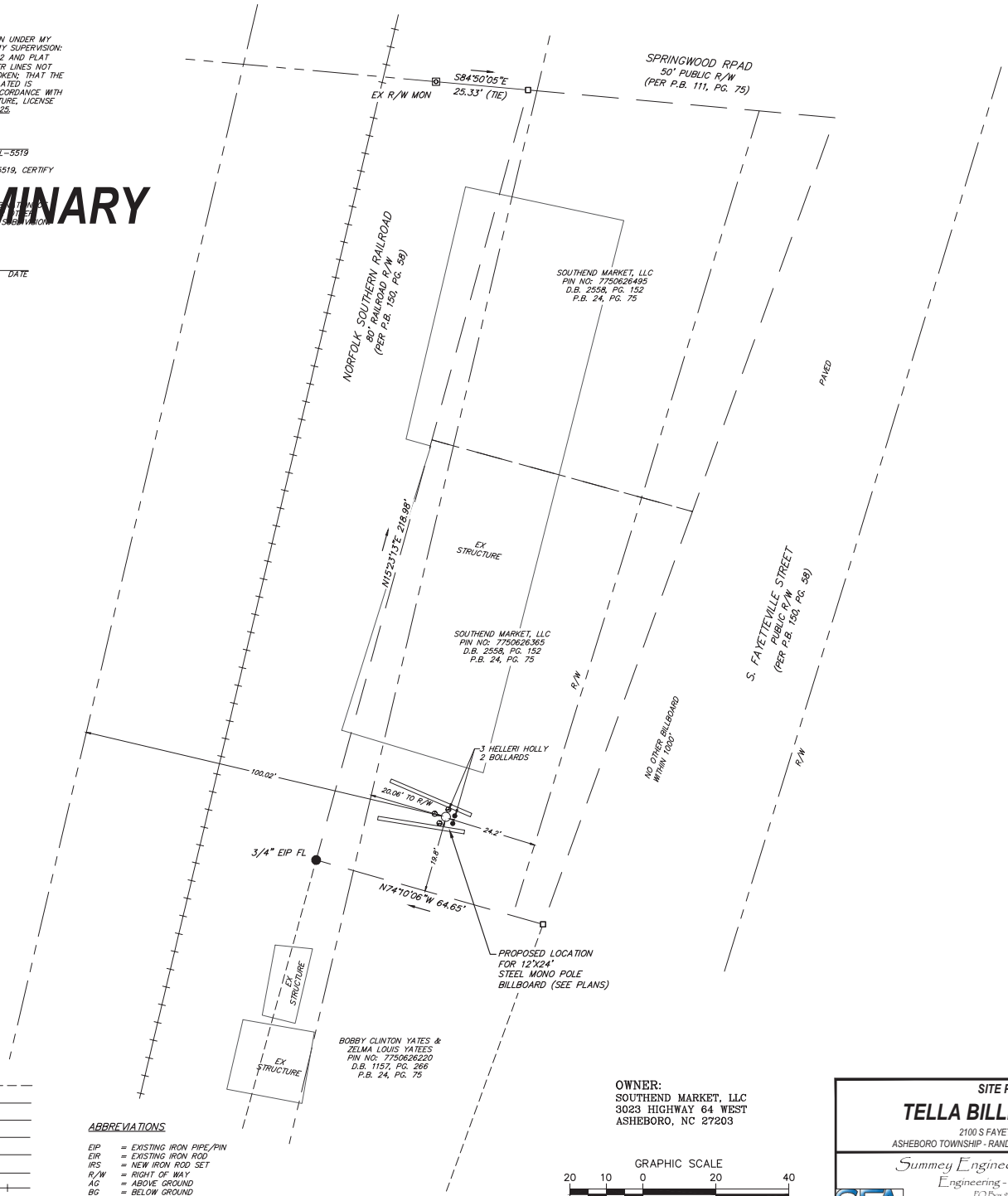
PROFESSIONAL LAND SURVEYOR DATE

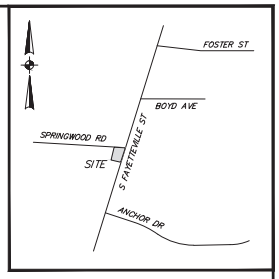
PRELIMINARY

Seal redacted

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

(1) CLASS OF SURVEY: A
(2) POSITIONAL ACCURACY: 0.10'
(3) TYPE OF GPS FIELD PROCEDURE: RTK
(4) DATE OF SURVEY: 03/13/2025
(5) DATUM/EPOCH: NAD 83 (2011)
(6) PUBLISHED/FIXED-CONTROL USE: NCVRS
(7) GEOID MODEL: 12B
(8) COMBINED GRID FACTOR(S): 0.99986399
(9) UNITS: U.S. SURVEY FEET





VICINITY MAP
NOT TO SCALE

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

* NO REMOVAL OF EXISTING VEGETATION.

GENERAL NOTES

1) THE PURPOSE OF THIS PLAT IS TO SHOW A NEW PROPOSED SIGN PLACEMENT - AS SHOWN HEREON.
2) THIS SURVEY IS OF AN EXISTING PARCEL(S) OF LAND AND IS BASED ON EXISTING EVIDENCE FOUND ON SITE AND THE AVAILABLE RECORDS RESEARCH.
3) FLOOD CERTIFICATION: THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SCALED FROM MAPS FURNISHED BY NORTH CAROLINA FLOOD PLAIN MAPPING PROGRAM DATED JANUARY 2, 2008, SUBJECT TO VERIFICATION BY DETAILED FLOOD MAP STUDY. SEE COMMUNITY PANEL NO. 3710775000J.
4) ALL DISTANCES ARE HORIZONTAL GRID DISTANCES UNLESS NOTED OTHERWISE.
5) 1/2" IRON RODS SET AT ALL CORNERS, UNLESS OTHERWISE SHOWN OR NOTED.
6) METHOD OF COMPUTATION IS BY COORDINATE CALCULATION.
7) THE PROPERTY IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY PRIOR TO THE DATE OF THIS MAP WHICH WERE NOT APPARENT AT THE TIME OF MY INSPECTION AND MIGHT OTHERWISE BE DISCLOSED BY AN COMPLETE AND THOROUGH ATTORNEY'S TITLE OPINION, WHICH AS OF DATE SHOWN HEREON, HAS NOT BEEN SUPPLIED TO SUMMEY ENGINEERING ASSOCIATES. THERE MAY BE RIGHTS-OF-WAY, EASEMENTS, OR OTHER MATTERS OF RECORD AFFECTING THIS PROPERTY NOT SHOWN HEREON.
8) COORDINATES SHOWN ARE BASED ON THE NORTH CAROLINA GRID SYSTEM (NC3200), NAD 83 (2011), AND NAVD 88 (GEOID 12B), AND COORDINATES WERE OBTAINED USING THE NCVRS SYSTEM.
9) NO NCGS MONUMENTS FOUND WITHIN 2000' OF SUBJECT PROPERTY.

LEGEND

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

ADJOINER LINE
DEED LINE
RIGHT OF WAY
FENCE — X — X —
EDGE OF PAVEMENT
OVERHEAD POWER — OH — OH —
RAILROAD TRACKS

ABBREVIATIONS

EIP	= EXISTING IRON PIPE/PIN
EIR	= EXISTING IRON ROD
IRS	= NEW IRON ROD SET
R/W	= RIGHT OF WAY
AG	= ABOVE GROUND
BG	= BELOW GROUND
FL	= FLUSH WITH GROUND

OWNER:
SOUTHEND MARKET, LLC
3023 HIGHWAY 64 WEST
ASHEBORO, NC 27203

GRAPHIC SCALE
20 10 0 20 40
1" = 20 FEET

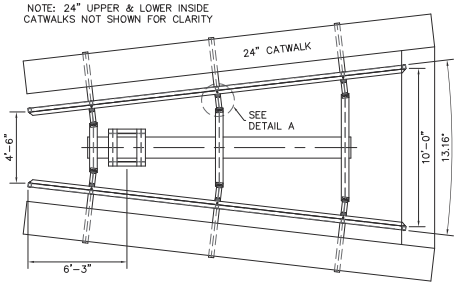
SITE PLAN FOR
TELLA BILLBOARDS, LLC
2100 S FAYETTEVILLE STREET
ASHEBORO TOWNSHIP - RANDOLPH COUNTY - NORTH CAROLINA

Summey Engineering Associates, PLLC
Engineering - Consulting - Surveying
PO Box 968, Asheboro, NC 27204
Ph: 336-628-0902 Fx: 336-628-0922 www.summeyengineering.com
NC ENGINEERING & SURVEYING FIRM CERTIFICATE OF AUTHORIZATION: P-0336

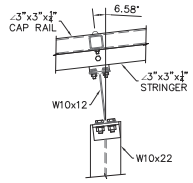
Scale:	1" = 20'
Date:	03/18/2025
Drawn By:	SKM
Checked By:	AJC
Job No.:	2201345

THE STRUCTURE SHOWN, AS DESIGNED, IS CAPABLE OF SUPPORTING UP TO TWO (2) POSSIBLE FUTURE DIGITAL DISPLAYS WEIGHING UP TO APPROXIMATELY 3,600# EACH.

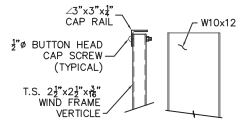
NOTE: 24" UPPER & LOWER INSIDE CATWALKS NOT SHOWN FOR CLARITY



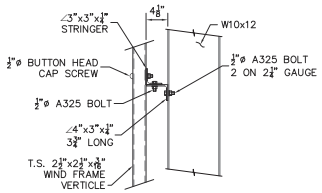
PLAN VIEW
N.T.S



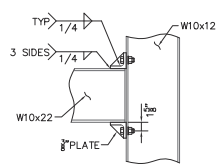
DETAIL A
N.T.S



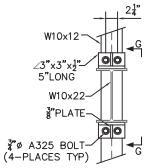
DETAIL H
N.T.S
(OPPOSITE @ BOTTOM END)



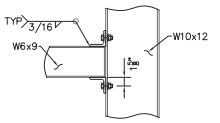
DETAIL F
N.T.S



SECTION G–G
N.T.S



SECTION C–C
N.T.S



SECTION H–H
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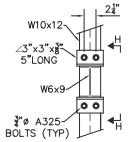

SECTION D–D
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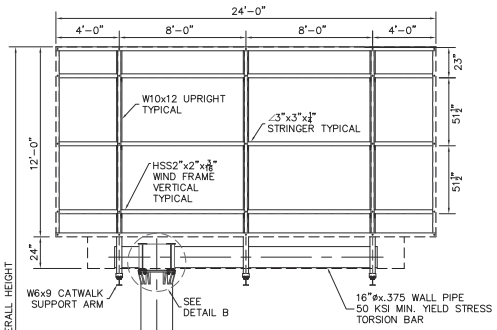
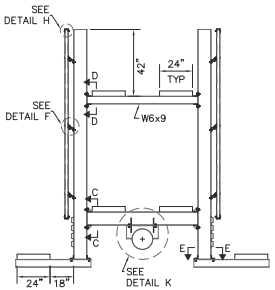
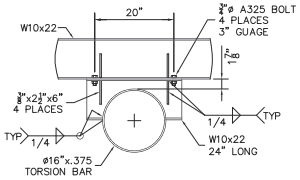


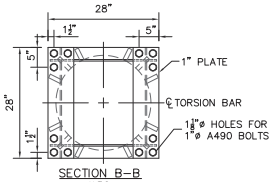


END VIEW
N.T.S



CUT HOLE IN SADDLE BEAM, SLEEVE TORSION BAR THROUGH AND WELD ALL AROUND

DETAIL K
N.T.S



SECTION B–B
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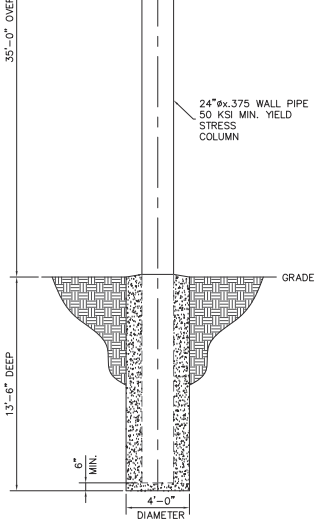
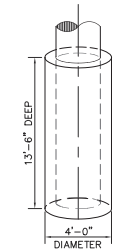
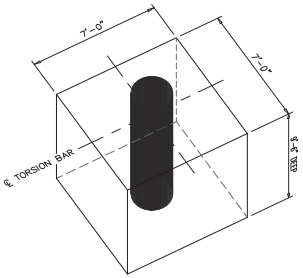


ELEVATION VIEW
N.T.S

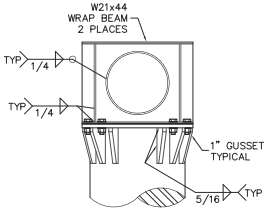


AUGER FOOTING DETAIL
N.T.S



7'-0" x 7'-0" x 9'-6"

OPTIONAL CUBE FOOTING DETAIL
N.T.S



SECTION A–A
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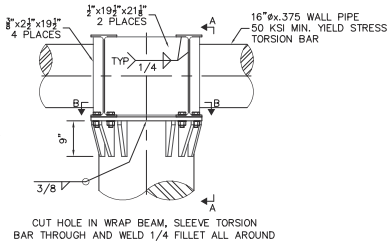


CUT HOLE IN WRAP BEAM, SLEEVE TORSION BAR THROUGH AND WELD 1/4 FILLET ALL AROUND

DETAIL B
N.T.S

GENERAL NOTES:

1. All design, detailing, fabricating and construction shall conform to the following codes and specifications:
   a. The International Building Code (2018 Edition), The North Carolina Building Code (2024 Edition) American Society of Testing and Materials (ASTM) specifications.
   b. Building Code Requirements for Reinforced Concrete (ACI 318–(Current Edition))
   c. Code for Welding in Building Construction of the American Welding Society (AWS) (Current Edition).
   d. Specification for the Design, Fabrication and Erection of Structural Steel for Buildings by The American Institute of Steel Construction (AISC) (Current Edition)
2. Concrete shall be f'_c=2500 P.S.I. @ 28 days Compressive Strength, Standard Weight (150 P.C.F.)
3. Reinforcing Steel (if required) shall be ASTM A–615 Grade 60.
   a. All reinforcing steel shall be free from mud, oil, rust or coatings that would reduce or destroy bond.
   b. All reinforcing bars shall lap 30 diameters minimum, except as noted.
   c. Minimum concrete cover on ties, stirrups and main bars shall be 3/4 inch for slab, wall and surfaces not exposed to weather or in contact with ground; 3 inches for unformed surfaces deposited against the ground except as noted.
4. Structural Material Specifications
   a. Structural Steel and Plates shall be A–36
   b. W–Shape beams shall be (F_y=50 ksi) Minimum
   c. Structural tubing shall be ASTM A–500, Grade B, (F_y=46 ksi)
   d. Structural piping shall be ASTM A–53, Grade B, Type E or S, (F_y=35 ksi), ASTM A572 Grade 42 (F_y=42 ksi) or ASTM A572 Grade 50 (F_y=50 ksi), unless otherwise noted.
   (see drawing for individual member specifications).
5. Anchor Bolts (if required) shall be ASTM F–1554 Grade 36, unless otherwise noted.
6. High strength bolts for connections shall be ASTM A–325, unless otherwise noted.
7. Welding electrodes shall comply with AWS D1.1–(Current Edition), E70xx.
8. Design Wind Speed= 115 MPH (I.B.C./N.C.B.C.)
   Equivalent Wind Load= 26.20 PSF @ 35'–0" above the ground. (3 Sec Wind Gusts.)
   Exposure "C" I_w=1.0 G=0.85
9. Soil Bearing Capacity Requirements:
   a. Spread Footings shall be ––– P.S.F.
   b. Cube or Auger Footing: Minimum Lateral Soil Bearing Capacity shall be (200 $\frac{PSF}{FT}$ * 2)=400 P.S.F. per foot of depth.
   (Lines two increase per Section 1806.3.4)
10. Contractor shall verify all dimensions and conditions in the field before erection and notify the Engineer of any discrepancies.
11. Splicing of pipes having an equal diameter, wall and yield is permitted. A full penetration weld all around (per AWS D1.1) shall be used and must be performed by a certified welder. Splices shall not be: within one half of the foundation depth below grade, within 10' above grade or within 10' above telescoping splices. Unless noted otherwise.
12. The new upper structure shown, as designed, is capable of supporting up to two (2) digital displays weighing up to approximately 3,600# each.

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

DESCRIPTION:

12'-0" x 24'-0" 5' PF, 10'V @ 35'-0" O.A.H. w/Up to (2) 3,600# Digital Displays
Located @: 2112 S. Fayetteville Street
Asheboro, NC

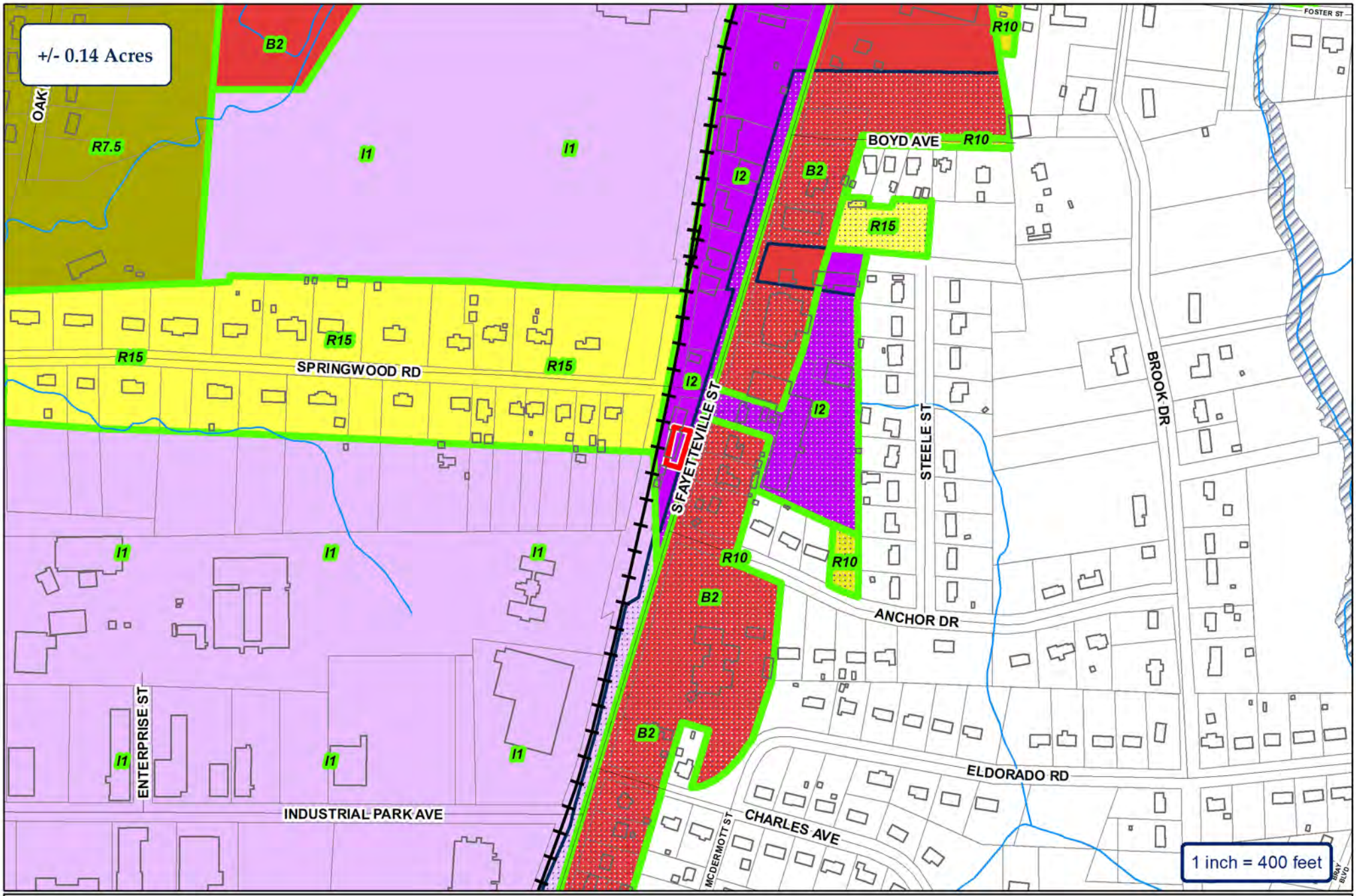
THOMPSON ENGINEERING SERVICES, LLC
Serving The Industry Since 1984
Phone: (423)781-6336 Email:carl@tesengrs.com
P.O. Box 458, Madisonville, TN 37354

Seal Redacted

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

REVISIONS:
R1–

DRAWN BY:	TGS
DATE:	04/03/25
SELECTIVE#	Permitting
SCALE:	1/4"=1'-0"
PROJ.#	013225
DWG.#	ED–11527
SHEET#	1 OF 1



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

ETJ

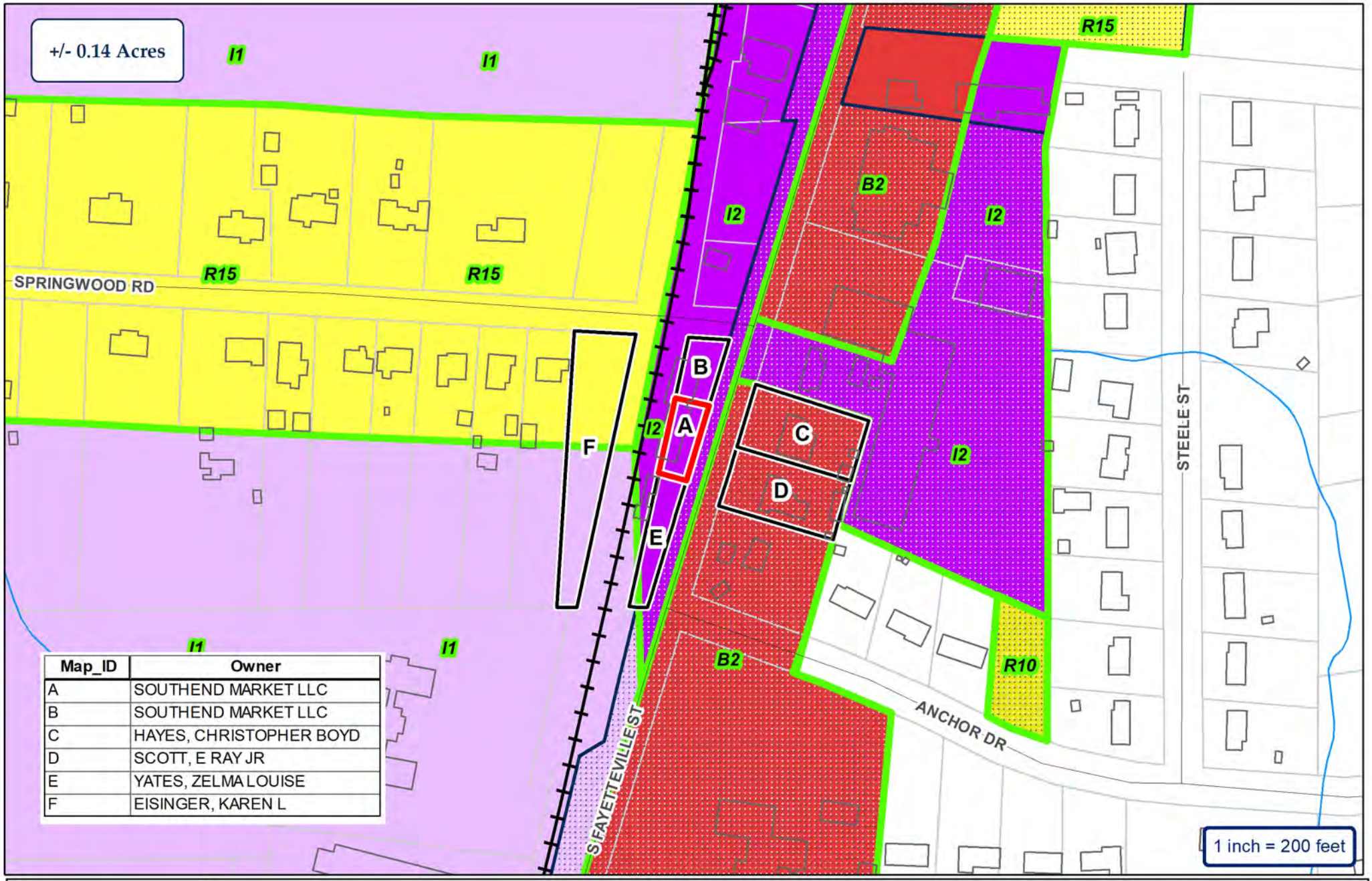
City of Asheboro Planning & Zoning Department

Special Use Permit: SUP-25-02

Parcels: 7750626365

Subject Property
Zoning

N
W
E
S



Map_ID	Owner
A	SOUTHEND MARKET LLC
B	SOUTHEND MARKET LLC
C	HAYES, CHRISTOPHER BOYD
D	SCOTT, E RAY JR
E	YATES, ZELMA LOUISE
F	EISINGER, KAREN L

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

ETJ

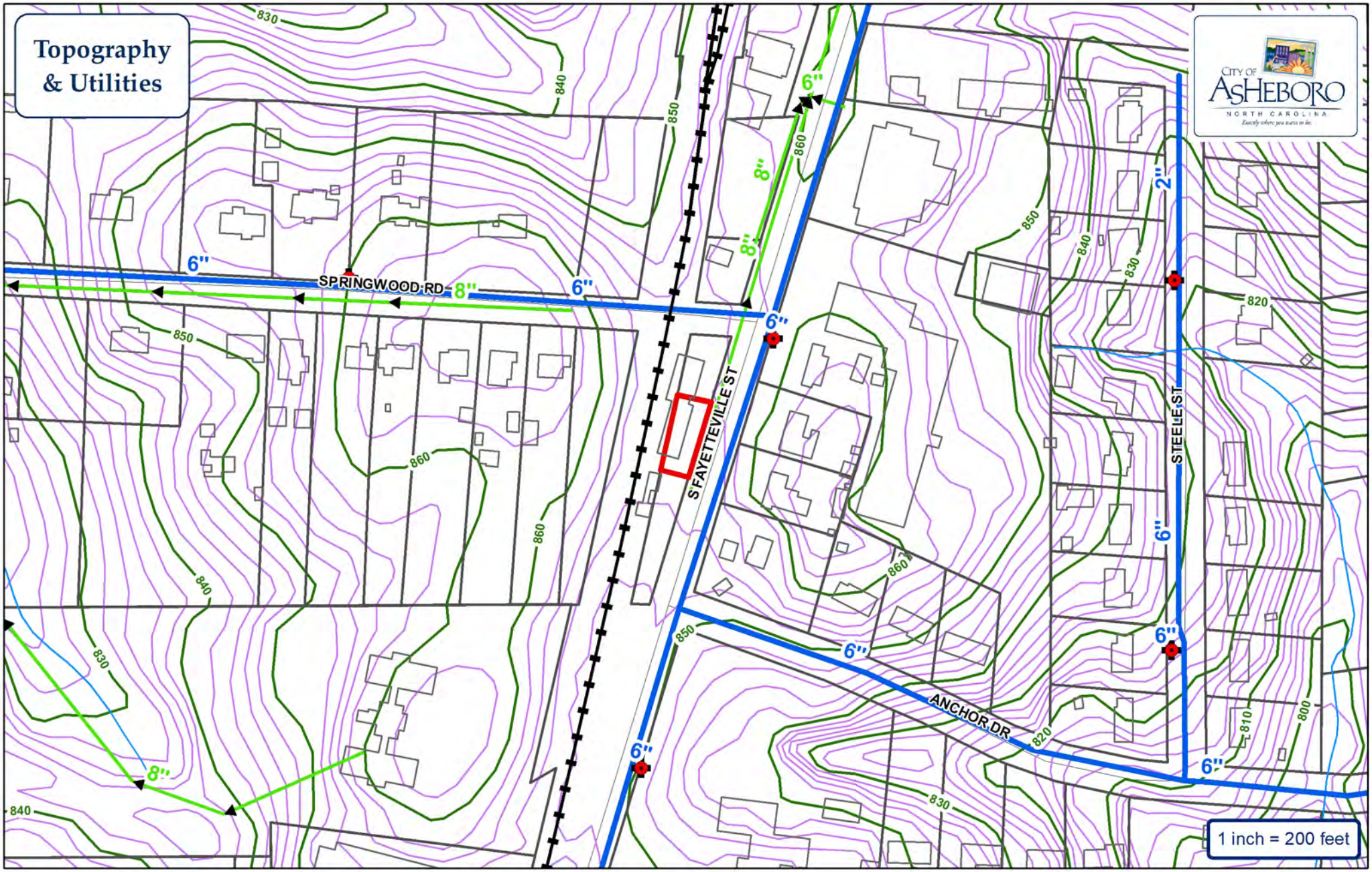
City of Asheboro Planning & Zoning Department

Special Use Permit: SUP-25-02

Parcels: 7750626365

Subject Property
Adjoining Properties
City Zoning

N
W
E
S



Water Main

Sewer Main

Force Main

Fire Hydrant

Pump Station

Watershed

City of Asheboro Planning & Zoning Department

Special Use Permit: SUP-25-02

Parcels: 7750626365

Subject Property

City of Asheboro Planning & Zoning Department

Special Use Permit: SUP-25-02

Parcels: 7750626365

Subject Property

APPLICANT INFORMATION

Applicant Tello Billboards, LLC Applicant's Phone # 336 963 0201

Applicant's Address P.O. Box 3207

Asheboro, NC 27204

Applicant email address tellobillboards@gmail.com

PROPERTY INFORMATION

Property Owner's Name Southend Market LLC

Location of Property 2112 S. Fayetteville St. Property Size (ac. or s.f.) .14

Randolph County Property Identification Number(s) (PIN#) 7750626365

Current Zoning District IB

Date Property Title Acquired August 7th 2017 Deed Book 2558 Page 152

Subdivision Jerry Ayers Section PT Lot # 2

Plat Book 74 Page 75

SPECIAL USE PERMIT INFORMATION

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

Construct one painted steel monopole 12x24 lighted outdoor advertising sign. Option for future digital on the Northbound face.

146 N. Church St., Asheboro, NC 27203
Telephone: (336) 626-1201 ext. 2392; Fax: (336) 626-1218; www.asheboronc.gov

SPECIAL USE PERMIT REQUIRED SITE PLAN INFORMATION

The application for a Special Use Permit shall include a site plan, which must be drawn to scale, with supporting information and text that specifies the actual use or uses intended for the Zoning Lot and any rules, regulations, and conditions that, in addition to all predetermined Ordinance requirements, will govern the development and use of the Zoning Lot. The following information must be provided, if applicable. In addition to sections of the zoning ordinance referenced below, there may be other provisions listed in Table 5-1 (Table of Permitted Uses) and Section 5.05. The checklist below is intended for general reference, however, there may be other provisions that apply to the specific request.

1) The actual shape, location, dimensions, and total acreage of the Zoning Lot; its zoning classification; the general location of the Zoning Lot in relation to major streets, railroads, and/or waterways; a north arrow; and, if the Zoning Lot is not of record, sufficient data to locate the lot on the ground;

2) All existing rights-of-way, easements, and reservations;

3) In addition to providing the shape, size, and location of any structure(s) already located on the Zoning Lot, the site plan must show the shape, size, and location of all structures to be erected, altered, or moved on the Zoning Lot;

4) Building elevations of all exterior facades at a minimum scale of 1/8" = 1'; (Section 6.11)

5) The existing and intended use(s) of the Zoning Lot, specifically including the number of residential units and the total square footage of any nonresidential development;

6) The location and size of all yards, buffers, screening, and landscaping, including by way of illustration and not limitation front yard and parking lot landscaping, required by the Ordinance's predetermined standards for the general zoning classification applicable to the Zoning Lot or as otherwise proposed by the applicant (Section 6.06);

7) All existing and proposed points of access to public streets;

8) Proposed phasing, if any;

9) The location and type of screening used to screen mechanical equipment (Section 6.07);

10) The location, access to, and screening of a central solid waste area (Section 6.08);

11) Traffic, parking, and circulation plans, specifically including the location and dimensions of off-street parking areas and loading spaces;

12) The grade separation of structure(s) and parking areas (Section 6.13);

13) The paving material for parking areas (Section 6.13);

14) Curb cuts;

15) The compliance of the proposed development with the Ordinance's predetermined sign regulations (Chapter 7);

16) The level of compliance of the land use(s) proposed for the Zoning Lot with the Ordinance's predetermined performance standards for the general zoning classification assigned to the Zoning Lot, including by way of illustration and not limitation performance standards pertaining to light, noise, and vibration (Chapter 6);

17) If applicable, the location of any flood zones;

18) The location of existing and proposed storm drainage patterns and facilities intended to serve the proposed development;

19) If applicable, the location of the watershed and information pertaining to compliance with Watershed Regulations (Chapter 10);

20) When required by the Ordinance's predetermined specifications, sidewalks (Section 6.12); and

21) Information addressing the applicable permitting requirements of other local governmental agencies as well as federal and state agencies, including by way of illustration and not limitation, the North Carolina Department of Transportation and the North Carolina Department of Environmental Quality.

APPLICATION SIGNATURES

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

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

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

Applicant Signature

Printed Name of Authorized Signatory (if different from Applicant)

Tom Schmitt

Position/Relationship of Authorized Signatory to Applicant

Manager

Owner Signature (if different than Applicant)

x Susan M Delk

Owner Address

3023 Hwy 64 West
Asheboro, NC 27205

Telephone Number

336 625 6374

Printed Name of Authorized Signatory (if different from Owner)

Susan Delk

Position/Relationship of Authorized Signatory to Owner

manager

STAFF USE

Received by: JTL **Date:** 3-14-25 **Case Number:** SUP 25-02

SPECIAL USE PERMIT PROCEDURE INFORMATION

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

1) That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.

2) That the use meets all required conditions and specifications.

3) That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity, and

4) That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the plan of development of Asheboro and its environs.

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

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

Applicant _____

Date 3/17/25

Received by staff: JTL 3-14-25

BK 2558 PG 152 (3)
This document presented and filed:
08/07/2017 11:38:13 AM
DEED
Fee $26.00 Excise Tax: $300.00
20046153
Randolph County North Carolina
Krista M. Lowe, Register of Deeds

NORTH CAROLINA
GENERAL WARRANTY DEED

Excise Tax: **$300.00** Recording Time, Book and Page:

Tax Map No. Parcel Identifier No:

Mail after recording to: **J. Wilson Alexander, Jr. , 111 Worth St, Asheboro, NC 27203** (pick)

This instrument was prepared by: **J. Wilson Alexander, Jr. / mlb**

THIS DEED made this **7th** day of **August** , **2017** by and between

GRANTOR

James M. Willett and wife, Julie Tingen Willett

Mailing Address: 304 Springwood Road Asheboro NC 27205

GRANTEE

Southend Market, LLC, a North Carolina limited liability company
Property Address: 2100 & 2110 S. Fayetteville Street, Asheboro, NC 27203

Mailing Address: 3023 Highway 64 West Asheboro NC 27203

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

WITNESSETH, that the Grantor, 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:

2110 S. Fayetteville Street, Asheboro, NC 27203

BEGINNING at an existing iron pipe within the right of way of U.S. Highway 220 Business (South Fayetteville Street), a common corner with Bobby Yates, being Yates' northeast corner; thence along Yates' northern boundary North 68 degrees, 59 minutes 37 seconds West 64.59 feet to an existing iron pipe, Yates' Northwest corner; thence North 21 degrees 00 minutes 23 seconds East 112.20 feet; thence South 68 degrees 59 minutes 37 seconds East 73.48 feet to a point within the right of way of U.S. Highway 220 business; thence South 25 degrees 32 minutes 10 seconds West 112.44 feet to the point and place of the BEGINNING, and containing 0.178 acres, more or less, and being part of Lot 2 of the Jerry Ayers Subdivision, a plat of which is recorded in Plat Book 24, Page 75, Randolph County Registry.

The above description is subject to the right of way of U.S. Highway 20 Business.

The above description is drawn in accordance with a survey prepared by Henley Surveying and Mapping Co., dated September 9, 1985.

2100 S. Fayetteville Street, Asheboro, NC 27203

BEGINNING at an existing iron pipe in South Fayetteville Street (U.S. Highway 220 Business), an original Ayers corner and in the southern right-of-way of Springwood Road; thence with South Fayetteville Street (U.S. Highway 220 Business), South 25 degrees 32 minutes 10 seconds West 122.66 feet to an iron pipe, a new corner; thence a long a new line, North 68 degrees 59 minutes 37 seconds West 73.48 feet to an iron pipe in the Norfolk and Southern Railroad Company line; thence with the railroad company line, North 21 degrees 00 minutes 23 seconds East 107.30 feet to an existing iron pipe in the southern right-of-way of Springwood Road; thence with Springwood Road, South 79 degrees 11 minutes 58 seconds East 84.50 feet to the beginning, containing 0.206 acres, more or less, and being all of Lot No. 3 and part of No. 2 of the Ayers Subdivision, as shown in Plat Book 24, Page 75, Randolph County Registry.

See Map for Arnold Maness and Joe Mack Stout by Henley Surveying and Mapping Company, dated September 9, 1985.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book **1727/1393**, Page **3069/503**, **Randolph** County Registry.

A map showing the above described property is recorded in Plat Book **24**, Page **75**, 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.

_____ (Entity Name)	James M. Willett (SEAL)
By: _____	Julie Tingen Willett (SEAL)
Title: _____	
By: _____	_____ (SEAL)
Title: _____	
_____	_____ (SEAL)

NORTH CAROLINA **RANDOLPH** COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: James M. Willett. Witness my hand and official stamp or seal, this the 7 day of August, 2017

My Commission Expires: 11/16/2021

Notary Public

Print Notary Name: Cathy Ashcraft-Edley

CATHY ASHCRAFT-EDLEY
Notary Public
Randolph County, NC
My Commission Expires
11-16-2021
RANDOLPH COUNTY, NC

NORTH CAROLINA **RANDOLPH** COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Julie Tingen Willett. Witness my hand and official stamp or seal, this the 4 day of August, 2017

My Commission Expires: 11/16/2021

Notary Public

Print Notary Name: Cathy Ashcraft-Edley

CATHY ASHCRAFT-EDLEY
Notary Public
Randolph County, NC
My Commission Expires
11-16-2021
RANDOLPH COUNTY, NC

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2024-2025

WHEREAS, The City of Asheboro is self-funded for health insurance and additional funding is needed to provide for current known claims and estimated claims through June 30, 2025.

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

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

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

That the following revenue line item be increased / decreased:

Account #	Expense Description	Decrease
10-000-399.0000	Fund Balance Allocation	$1,484,243

That the following expense line item be increased / decreased:

Account #	Expense Description	Increase/ Decrease
10-410-507.0004	Fringe- Insurance	32,400
10-420-507.0004	Fringe- Insurance	8,250
10-440-507.0004	Fringe- Insurance	8,400
10-450-507.0004	Fringe- Insurance	6,150
10-480-507.0004	Fringe- Insurance	12,683
10-490-507.0004	Fringe- Insurance	36,450
10-510-507.0004	Fringe- Insurance	522,600
10-530-507.0004	Fringe- Insurance	299,700
10-540-507.0004	Fringe- Insurance	16,200
10-545-507.0004	Fringe- Insurance	16,200
10-550-507.0000	Fringe- Insurance	42,660
10-555-507.0004	Fringe- Insurance	72,900
10-565-507.0004	Fringe- Insurance	101,250
10-575-507.0004	Fringe- Insurance	8,400
10-580-507.0004	Fringe- Insurance	72,900
10-590-507.0004	Fringe- Insurance	8,400
10-615-507.0004	Fringe- Insurance	8,100
10-620-507.0004	Fringe- Insurance	60,750
10-623-507.0004	Fringe- Insurance	28,350
10-625-507.0004	Fringe- Insurance	12,150
10-640-507.0004	Fringe- Insurance	109,350
	Total change	$1,484,243

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2024-2025

Adopted this 8th day of May 2025

_____
David H. Smith, Mayor

ATTEST:

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

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

WHEREAS, The City of Asheboro is self-funded for health insurance and additional funding is needed to provide for current known claims and estimated claims through June 30, 2025.

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

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

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

That the following revenue line item be increased / decreased:

Account #	Expense Description	Increase/ Decrease
30-000-399.0000	Fund Balance Allocation	410,220

That the following expense line item be increased / decreased:

Account #	Expense Description	Increase/ Decrease
30-720-507.0004	Fringe- Insurance	20,250
30-810-507.0004	Fringe- Insurance	39,144
30-820-507.0004	Fringe- Insurance	51,264
30-830-507.0004	Fringe- Insurance	67,464
30-840-507.0004	Fringe- Insurance	59,364
30-850-507.0004	Fringe- Insurance	55,314
30-860-507.0004	Fringe- Insurance	12,150
30-870-507.0004	Fringe- Insurance	68,850
30-880-507.0004	Fringe- Insurance	36,450
	Total change	410,220

Adopted this 8th day of May 2025

_____
David H. Smith, Mayor

ATTEST:

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

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2021-2022

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

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

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

That the following revenue line item be increased:

Account #	Expense Description	Increase
10-000-399.0000	Fund Balance Allocation	293,000

That the following expense line items be increased:

Account #	Expense Description	Increase
10-420-502.0000	Salaries	50,000
10-420-507.0002	FICA	5,000
10-420-507.0005	Retirement	9,000
10-420-514.0000	Travel Schools Conferences	10,000
10-420-557.0000	Misc Expense	4,000
10-480-502.0000	Salaries	50,000
10-480-507.0002	FICA	4,000
10-480-507.0005	Retirement	6,000
10-480-545.0000	Contracted Services	5,000
10-480-534.0000	Other Supplies & Materials	150,000
10-575-545.0001	Contracted Maint. Rail Road	(15,000)
10-650-545.0000	Contracted Services	15,000
	Total Increase / (Decrease)	293,000

Adopted this 8th day of May 2025

_____
David H. Smith, Mayor

ATTEST:

_____
Holly H. Doerr, City Clerk

STATE OF NORTH CAROLINA

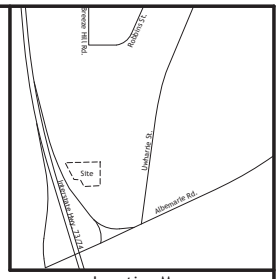
I, _____ Review Officer of Randolph County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

_____ _____
Date Review Officer

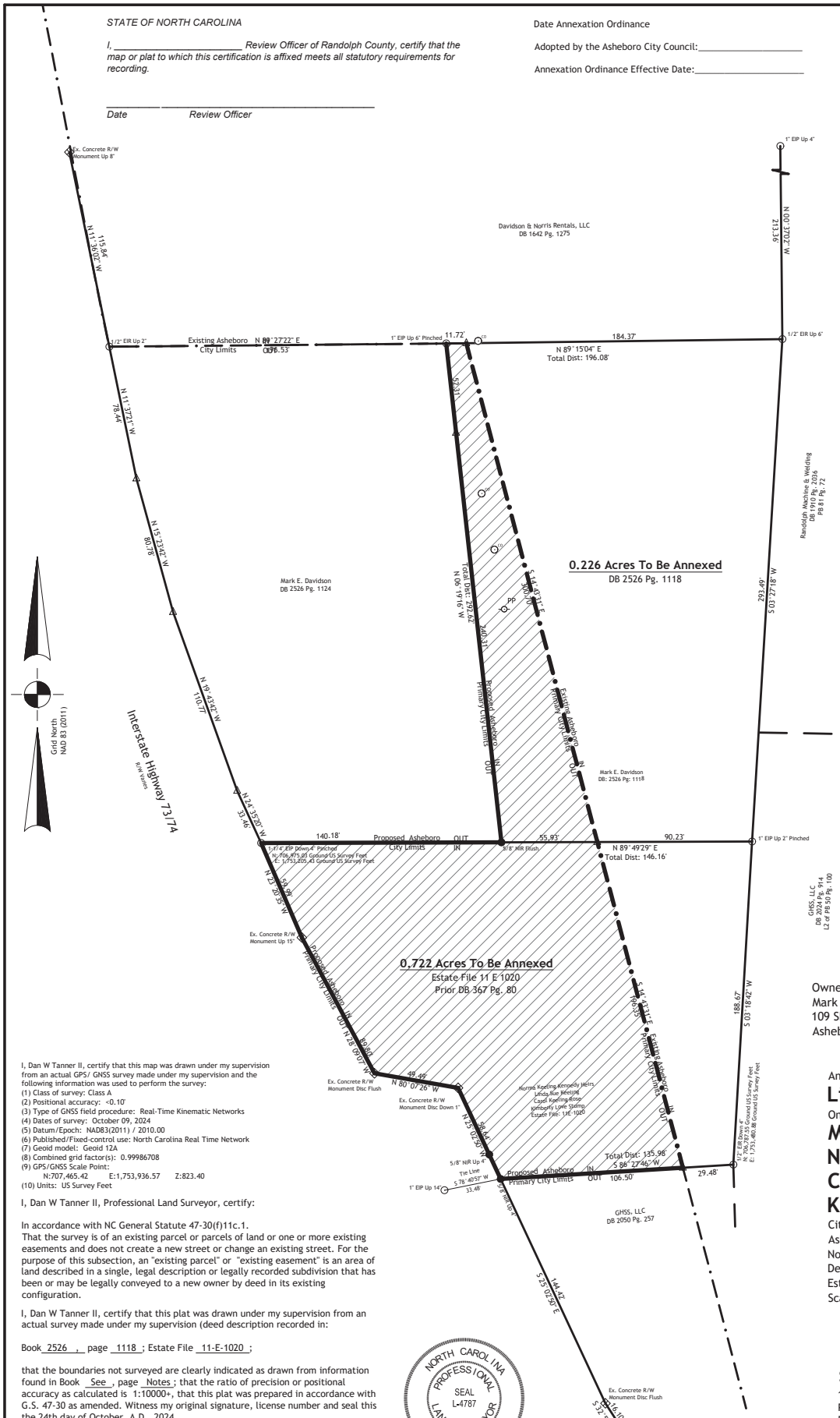
Date Annexation Ordinance

Adopted by the Asheboro City Council:_____

Annexation Ordinance Effective Date:_____



Location Map
(Not to Scale)



Hardwood Tree
Evergreen Tree
Stone
R/W - Right of Way Monument
RRS - Railroad Spike
NIR - New Iron Rod
NIP - New Iron Pipe
NCGS Monument
EN - Existing Nail
EIR - Existing Iron Rod
EIP - Existing Iron Pipe
Existing Concrete Monument
Bench Mark
Computed Point / Point Not Set
Well
Property Line
Computed Property Line
Right of Way Line
Easement Line
Tie Lines
Setback Lines
Gas Line
Sanitary Sewer Line
Storm Sewer Line
Water Line
Fence
Overhead Utility Line
Overhead Power Line
Underground Electric Line
Underground Comm. Line
100-Year Flood Hazard Line
Floodway
C/L Railroad
Catch Basin
Yard Inlet
Storm Sewer Manhole
Junction Box
Drop Inlet
Irrigation Control Valve
Back Flow Preventer
Water Valve
Water Manhole
Water Meter
Fire Dept. Connection
Fire Hydrant
Utility Pole
Telephone Pedestal
Telephone Pole
Transformer
Communications Manhole
SS - Sanitary Sewer
SS Manhole
SS Cleanout
U/G Power Box
Power Pole
Light Pole
Guy Pole
Gas Valve
Guy Wire
Gas Manhole
Gas Meter
Electric Meter
Electric Manhole
Z:0.00 Spot Elevation

Notes:
1. This project is not located within a special flood hazard area per NCFRIS. Map #: 3710775000J Effective Date: 1/2/2008
2. Area calculated by coordinate geometry.
3. All lines surveyed by Survey Carolina, PLLC are indicated by bold lines. All lines not surveyed by Survey Carolina, PLLC are indicated by dashed lines.
4. No attempt was made by this survey to locate all underground utilities nor any other easements that would be revealed by a title search.
5. Tax PIN: 7750373036; 7750363800

STATE OF NORTH CAROLINA

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

_____ _____
Date Review Officer

Area To Be Annexed
35,059 Sq. Ft. Total
5,270 Sq. Ft. in DB 2526 Pg. 1118
29,789 Sq. Ft. in Estate File 11 E 1020

Owners:
Mark E. Davidson
109 Shannon Rd.
Asheboro, NC 27203

Owners:
Norma Keeling Kennedy Heirs
Linda Sue Keeling
Carol Keeling Rose
Kimberly Love Stump
1318 Uwharrie St,
Asheboro, NC 27203

I, Dan W Tanner II, certify that this map was drawn under my supervision from an actual GPS/ GNSS survey made under my supervision and the following information was used to perform the survey:
(1) Class of survey: Class A
(2) Positional accuracy: <0.10'
(3) Type of GNSS field procedure: Real-Time Kinematic Networks
(4) Dates of survey: October 09, 2024
(5) Datum/Epoch: NAD83(2011) / 2010.00
(6) Published/Fixed-control use: North Carolina Real Time Network
(7) Geoid model: Geoid 12A
(8) Combined grid factor(s): 0.99986708
(9) GPS/GNSS Scale Point:
N:707,465.42 E:1,753,936.57 Z:823.40
(10) Units: US Survey Feet

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

In accordance with NC General Statute 47-30(f)11c.1.
That the survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street. For the purpose of this subsection, an "existing parcel" or "existing easement" is an area of land described in a single, legal description or legally recorded subdivision that has been or may be legally conveyed to a new owner by deed in its existing configuration.

I, Dan W Tanner II, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in:

Book 2526 , page 1118 ; Estate File 11-E-1020 ;

that the boundaries not surveyed are clearly indicated as drawn from information found in Book See , page Notes ; that the ratio of precision or positional accuracy as calculated is 1:10000+, that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this the 24th day of October, A.D., 2024.

PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES

_____ _____
Professional Land Surveyor L-4787

NORTH CAROLINA PROFESSIONAL SEAL L-4787 LAND SURVEYOR DAN W TANNER II

Annexation Survey For:

Linda Sue Keeling

On The Property of:

Mark E. Davidson
Norma Keeling Kennedy Heirs
Carol Keeling Rose
Kimberly Love Stump

City of Asheboro
Asheboro Township Randolph County
North Carolina October 24, 2024
Deed Book:2526 Pg:1118 (MED)
Estate File: 11-E-1020 Prior Deed Book:367 Pg:80 (Keeling)
Scale: 1" = 40 US Survey Feet

Bar Scale:
0' 40' 80' 120'

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

Firm #: P-1110
Dan W Tanner II L-4787

© 2024 Survey Carolina, Pllc

Drawn By: JER Checked By: DWT Job #: 16831

Recommendation from Asheboro Airport Authority

At their Regular Meeting dated April 15, 2025 the Asheboro Airport Authority voted to recommend City Council amend all private lease agreements to include the below language concerning the sublease of hangars:

"Lessee shall not have the right to sublease any portion of its hangar except (1) a sublease of rental of some or all of a hangar may be made on a short-term nightly basis for storage of aircraft with the consent of the Fixed Base Operator (FBO) manager not to exceed 30 days in total to a particular sub-tenant; (2) a sublease or rental of some or all of a hangar may be made for a term exceeding 30-days for the storage of aircraft with the approval of the Asheboro Airport Authority. The Lessor retains the right of first refusal if Lessee desires to assign the lease to a non-related entity or person for the remaining lease term. A sublease or assignment is not deemed to be necessary when an aircraft is owned in part or in whole by a division or subsidiary of the Lessee."