

**AMENDED AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, AUGUST 6, 2026, 6:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Public comment period.
4. Mayor Trogon and Public Works Director David Hutchins will recognize retired Fleet Maintenance Superintendent Jeffrey T. Fox for his dedicated service to the city.
5. **Public Hearing:** Proposed allocations of funding for economic development purposes.
 - (a) Finance Director Deborah Reaves will describe the proposed funding allocations
 - (b) Public comment will be invited.
 - (c) Council action on the proposed allocations.
6. Assistant City Manager Trevor Nuttall will present a resolution requesting the North Carolina Department of Transportation designate Westmont Drive as a light-traffic road.
7. Consent agenda items:
 - (a) Approval of the meeting minutes for the special city council meeting on January 15 and January 16, 2026.
 - (b) Approval of the meeting minutes for the special city council meeting on March 11, 2026.
 - (c) Approval of the meeting minutes for the city council meeting on June 4, 2026.
 - (d) Approval of the minutes and the general account of the closed session on June 4, 2026.
 - (e) Approval of a resolution sealing the general account of the closed session on June 4, 2026.

(f) Approval of the meeting minutes for the special city council meeting on June 29, 2026.

(h) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for June 2, 2026.

(i) Approval of the Community Development Division's request to schedule for the September 10, 2026, city council meeting and to advertise legislative applications for the following cases:

- (i) Legislative Hearing (Case No. RZ-26-10): Request to rezone property located at 1138 Draper Street (Randolph County Parcel Identification Numbers 7762668822) from R10 Medium-Density Residential to R10 (CZ) Medium-Density Residential Conditional Zoning for a Residential Planned Unit Development.
- (ii) Legislative Hearing (RZ-26-11): Request to apply initial city zoning (Airport (A) and Light Industrial (I1)) to property located at the Asheboro Regional Airport, including all or portions of 16 parcels (PIN 7639579806, 7369690113, 7639691287, 7639473372, 7369479760, 7639579806, 7639454641 (the unannexed portion), 7639551008, 7639550547 7639229344, 7639312766, 7639219308, 7639205494, 7639412973 (the unannexed portion), 7639229805, 7639239157, 7639239453 and 7639332815 owned by the City of Asheboro and containing 264 acres.
- (j) Approval of an ordinance amending the General Fund budget to roll into the current fiscal year purchase orders that were incomplete at the end of fiscal year 2025-2026.
- (k) Approval of an ordinance to amend the Seagrove Ulah Infrastructure improvement fund for purchase of a bar screen and other utility appurtenances.
- (l) Acknowledgement of the receipt of the monthly report detailing major subdivisions administratively approved (none have been approved).
- (m) Approval of a resolution appointing Stephen R. Knight to a new three-year term of office on the Asheboro ABC Board.

- (n) Approval of a fire protection service contract with Westside Volunteer Fire and Rescue Department, Inc.
- 8. City Engineer Michael Leonard, PE will present the following annexations:
 - (a) **Public hearing:** Consideration of the satellite annexation of the remaining Asheboro Regional Airport property owned by the City of Asheboro which includes 16 parcels containing 264.089 acres located along NC Highway 49 South, Tot Hill Farm Road and Doull Mountain Road.
 - (i) Invitation for public participation in the hearing; and
 - (ii) **Request for council to continue action** on an ordinance to extend the corporate limits of the City of Asheboro until September 10, 2026.
 - (b) **Public hearing:** Consideration of a petition received from Robert J. Walden and Juanita M. Walden requesting the contiguous annexation of a parcel containing 9,682 square feet located on Sterling Street.
 - (i) Invitation for public participation in the hearing; and
 - (ii) Council action on an ordinance to extend the corporate limits of the City of Asheboro
 - (c) Consideration of a petition received by SHRI Asheboro, LLC requesting the contiguous annexation of 4 parcels containing 2.25 acres located north of the intersection of East Salisbury Street and US Highway 64 East.
 - (i) Resolution directing the city clerk to investigate the annexation petition.
 - (ii) Resolution setting date of public hearing on the question of annexation
- 9. Water Resources Director Michael Rhoney, PE will request approval of a contract with Opengov and VertoSoft for asset management software for all Water and Wastewater assets.
- 10. City Engineer Michael Leonard, PE will present the following items:
 - (a) Consideration of a parking plan for a portion of North Church Street to improve access for public service delivery.

- (b) Consideration of a parking plan for a portion of North Cox Street to enhance public safety.
- 11. Assistant City Manager Trevor Nuttall will present the following items.
 - (a) Consideration of a resolution endorsing the David and Pauline Jarrell Center City Garden Sponsorship Guide.
 - (b) Consideration of a resolution authorizing participation in improvements to Springdale Lane.
- 12. Acquisition of Real Property for Watershed Protection
 - (a) City Manager Donald Duncan will describe property that is available for purchase and desirable for protecting Lake Reese water quality.
 - (b) Ordinance to amend the Water and Sewer Fund related to real property acquisition.
 - (c) Resolutions authorizing the mayor and city staff to execute on behalf of the city legal instruments necessary for the purchase of real property.
- 13. Mayor Trogon will lead a discussion of upcoming events and items not on the agenda.
- 14. Adjournment.

**CITY OF ASHEBORO
PUBLIC HEARING NOTICE**

The Asheboro City Council has been asked to act upon the following allocations of funding for economic development purposes.

\$75,000 to the Asheboro/Randolph Chamber of Commerce for services including: (1) Small business assistance, resources, and advocacy; (2) Business development activities; (3) Community events and promotion; and (4) Local youth and adult leadership training. More information can be found at <https://www.ashranchamber.com/>.

\$45,000 to Downtown Asheboro Inc. in support of the non-profit corporation's leadership of revitalization efforts in Asheboro's historic core. These revitalization efforts focus on cross-sector promotion, design, and economic development to foster an eclectic retail, dining, and arts hub in downtown Asheboro. More information can be found at <https://www.downtownasheboro.com>.

\$10,000 to Downtown Asheboro Inc. for the PRESERVE Asheboro Grant Program to fund historic preservation consultant services to qualifying owners of structures in Asheboro's Downtown Historic District or immediately adjacent thereto. More information can be found at <https://www.downtownasheboro.com/preserveasheboro>.

\$55,000 to the Randolph County Economic Development Corporation for services including: (1) New industrial/manufacturing company recruitment and site selection services; (2) Existing industry/manufacturing technical assistance; (3) Training assistance; (4) Installment financing assistance; (5) State economic development incentives information and assistance; and (6) International trade services and information. More information can be found at <https://www.rcedc.com/>.

The city council will hold a public hearing on the question of whether the above-listed funding allocations will assist with increasing the population, taxable property, agricultural industries, employment, industrial output, or business prospects of the city. The public hearing will be held during the city council's next regular meeting, which will begin at 6:00 p.m. on August 6, 2026, in the council chamber on the second floor of Asheboro City Hall, 146 N. Church Street, Asheboro, NC 27203. At this hearing, oral and written comments will be received from individuals who wish to be heard on this subject.

Holly H. Doerr,
Asheboro City Clerk

[Please publish this legal notice one time on Thursday, July 23, 2026. An affidavit of publication is requested.]

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION REQUESTING THE NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION TO DESIGNATE
WESTMONT DRIVE AS A LIGHT-TRAFFIC ROAD
PURSUANT TO N.C.G.S. § 20-118(b)(4)**

WHEREAS, the City Council of the City of Asheboro is committed to protecting the safety, welfare, and quality of life of its residents while preserving the public infrastructure within the City; and

WHEREAS, Westmont Drive serves as a local residential street providing access to adjoining neighborhoods and was not designed to accommodate frequent heavy truck traffic; and

WHEREAS, the City has received complaints from residents regarding heavy truck traffic utilizing Westmont Drive as a bypass or shortcut to other roadways; and

WHEREAS, heavy truck traffic has contributed to concerns regarding roadway deterioration, pedestrian safety, noise, vibration, and the overall character of the surrounding residential neighborhood; and

WHEREAS, North Carolina General Statute § 20-118(b)(4) authorizes the North Carolina Department of Transportation to designate highways on the State Highway System as Light-Traffic Roads when such roads are inadequate to safely accommodate vehicles operating at statutory maximum axle weights; and

WHEREAS, the City Council finds that designation of Westmont Drive as a Light-Traffic Road would assist in preserving the roadway and enhancing public safety while allowing exemptions authorized by State law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina, that:

1. The City Council hereby requests that the North Carolina Department of Transportation evaluate Westmont Drive for designation as a **Light-Traffic Road** pursuant to N.C.G.S. § 20-118(b)(4).

2. Upon completion of the investigation, NCDOT designate Westmont Drive as a Light Traffic Road by prohibiting through trucks exceeding 26,000 pounds Gross Vehicle Weight Rating (GVWR), except for:
 - a. Vehicles making local deliveries or pickups;
 - b. Public utility, emergency, or government vehicles;
 - c. Service vehicles whose destination is located on Westmont Drive.
3. NCDOT consider designating appropriate alternative truck routes using nearby arterial streets capable of accommodating heavier traffic.
4. NCDOT partner with the City to ensure installation of all necessary regulatory signage identifying the truck restriction and designated truck route in accordance with the Manual on Uniform Traffic Control Devices and applicable North Carolina standards.
5. The City Manager is authorized to submit to NCDOT this Resolution, together with any supporting or relevant documentation, to assist in it's the required review.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption.

W. Joseph Trogon, Jr, Mayor

ATTEST

Holly H. Doerr CMC, NCCMC, City Clerk

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, JUNE 4, 2026
6:00 P.M.**

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

W. Joseph Trogdon, Jr.	) – Mayor Presiding
Edward J. Burks	)
Phillip R. Cheek	)
Kelly L. Heath	)
Camden Y. Mills	) – Council Members Present
Mary Joan Pugh	)
Phillip W. Skeen	)
Charles A. Swiers	)

Donald E. Duncan, Jr., City Manager
Robert L. Brown, Jr., Chief of Police
Thomas D. Carruthers, City Attorney
Alyssa R. Chapuis, Public Information Officer
Travis W. Curry, Police Major
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
John L. Evans, Community Development Director
N. Byron Hill, Police Captain
Michael L. Leonard, P.E., City Engineer
Nathanial W. Marsh, Grant Writer
Trevor L. Nuttall, Assistant City Manager
Deborah P. Reaves, Finance Director
Michael D. Rhoney, P.E., Water Resources Director
Jonathan M. Sermon, Recreation Services Director

1. Call to Order

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

2. Moment of Silent Prayer and Pledge of Allegiance

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

3. Public Comment Period

Mayor Trogdon opened the floor for comments from the public.

Alan Maldonado was concerned of illegal drug activity occurring at the Cone Health ZooCity Sportsplex. Additionally, he was concerned for pedestrians around town. Some cars do not stop for pedestrians crossing the roads.

When no one else asked to speak, Mayor Trogdon closed the public comment period.

4. Consent Agenda

Councilmember Burks moved, and Councilmember Cheek seconded the motion to approve/adopt the following consent agenda items. Councilmember Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

(a) Acknowledgement of the Receipt of the Meeting Minutes for the Asheboro ABC Board Meeting on May 5, 2026

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

(b) Acknowledgement of the Receipt from the ABC Board of the Budget Message and Proposed Budget for Fiscal Year 2026-2027

The budget message and proposed budget for fiscal year 2026-2027 of the Asheboro ABC Board was received and distributed to the elected officials. The document has been filed in the city clerk's office.

(c) Approval to Amend a Special Event/Street Closure Order for a Segment of North Street Related to a Brunch Event on June 14, 2026

With the approval of this street closure order, a portion of North Street will be closed from 10:00 a.m. until 6:00 p.m. on June 14, 2026.

(d) Approval of a Special Event/Street Closure Order for a Segment of North Street Related to an Early Independence Day Celebration on June 28, 2026

With the approval of this street closure order, a portion of North Street will be closed from 12:00 p.m. until 6:00 p.m. on June 28, 2026.

(e) Approval of a Special Event/Street Closure Order for portions of North McCrary Street and Southway Road for the Fireworks Display (Fireworks Extravaganza at McCrary Park) on July 1, 2026

With the approval of this street closure order, portions of North McCrary Street and Southway Road will be closed from 10:00 p.m. until 11:00 p.m. on July 1, 2026.

(f) Approval of an Ordinance Amending the General Fund to Adjust Fiscal Year-end Allocations

21 ORD 6-26

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2025-2026**

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 following all generally accepted accounting principles, and;

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

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

<u>Account #</u>	<u>Description</u>	<u>Increase /</u> <u>(Decrease)</u>
10-000-302.2025	TAX COLLECTIONS	(300,000)
10-000-317.0000	1% LOCAL SALES TAX	(241,000)
10-000-317.4000	½% LOCAL SALES TAX	(122,000)
10-000-399.0000	FUND BALANCE ALLOCATION	(1,148,402)
10-000-350.0000	STATE GRANTS (Energizer One NC Grant)	252,025
	TOTAL	(\$1,559,377)

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

<u>Account #</u>	<u>Description</u>	<u>Increase /</u> <u>(Decrease)</u>
10-420-502.1000	SALARIES AND WAGES-INTERNS	8,000
10-420-505.0000	N C MUNICIPAL LEAGUE FEE	1,500
10-420-507.0002	FRINGE-FICA	700
10-420-514.0000	TRAVEL, FOOD, CONFERENCE - STAFF	(11,000)
	TRAVEL, FOOD, CONFERENCE – CTY	
10-420-514.0001	MGR	10,000
10-420-560.0000	SMALL EQUIPMENT-NON CAP	1,000
10-450-502.0000	SALARIES AND WAGES	7,900
10-450-522.0000	PROFESSIONAL SERVICES	18,100
10-450-560.0000	SMALL EQUIPMENT	3,070
10-480-535.0003	2 FACTOR AUTHENT SOFTWARE	(5,000)
10-480-545.0000	CONTR SERVICES	(9,600)
	SUBSCRIPTION- UNITRENDS	
10-480-553.0005	APPLIANCE MAINT	(8,000)
10-490-502.0000	SALARIES AND WAGES	(36,000)
10-490-507.0005	FRINGE-RETIREMENT	(5,000)
10-490-509.0000	WORKERS COMP	(4,000)
10-490-522.0000	PROF SERVICES	(46,000)
10-490-532.0000	GRANTS	(6,000)
10-490-550.0000	ASHEBORO HOUSING AUTHORITY	13,000
<u>Account #</u>	<u>Description</u>	<u>Increase /</u> <u>(Decrease)</u>
10-490-551.0000	SPECIAL PROJECTS	(5,000)
10-490-555.0000	CODE ENFORCEMENT	(10,000)
10-490-556.0000	NUISANCE ABATEMENT	(15,000)
10-490-560.0000	SMALL EQUIPMENT	(7,000)
10-500-515.0000	MAINT & REPAIR-BUILDING	(30,000)
10-510-502.0000	SALARIES AND WAGES	(220,000)
10-530-502.0000	SALARIES AND WAGES	(90,000)
10-530-502.0004	SALARIES AND WAGES -INCENTIVE NRET	28,200
10-530-507.0005	FRINGE-RETIREMENT	(4,000)
10-530-514.0000	TRVL, SCH & CONFERENCES	(10,000)
10-530-517.0000	MAINT & REPAIR-VEH PART	30,000
10-530-517.0001	ANNUAL SERVICE TESTING	(40,000)
10-530-509.0000	WORKERS COMP	(26,606)
	SUPPLIES - COMMUNITY OUTREACH /	
10-530-533.0001	AWARDS	(14,000)
10-530-534.0000	OTHER SUPPL & MATERIALS	(235,000)
10-530-534.0001	EMERGENCY SERVICES	(42,000)
10-530-536.0000	UNIFORMS & ACCESSORIES	(33,000)
10-530-544.0000	CONTR MAINT AND REPAIR-VEH PART	(30,000)
10-530-545.0000	CONTR MAINT AND REPAIR	(30,000)

10-530-553.0001	TECH EQ SOFTWARE SUBSCRIPTION	(19,000)
10-530-560.0000	SMALL EQUIPMENT - NON CAP	(116,000)
10-530-574.0000	CAPITAL OUTLAY: EQ	557,000
10-540-574.0000	CAPITAL OUTLAY-EQUIPMENT	(13,000)
10-545-502.0000	SALARIES & WAGES	(6,000)
10-545-507.0002	FRINGE-FICA	(1,700)
10-545-553.0000	DUES & SUBSCRIPTIONS	(3,000)
10-550-502.0000	SALARIES AND WAGES	22,000
10-555-502.0000	SALARIES AND WAGES	(25,000)
10-555-503.0000	CONTRA - SALARIES AND WAGES	(180,000)
10-555-509.0000	WORKERS COMPENSATION	(8,800)
10-555-514.0000	TRAVEL, SCHOOLS, CONF, ETC	(5,000)
10-555-560.0000	SMALL EQUIPMENT NON CAP	(12,000)
10-555-581.0000	PRINCIPAL ON DEBT	(7,600)
10-555-582.0000	INTEREST ON DEBT	(2,200)
10-565-534.0002	OTHER SUPPLIES-ASPHALT	(300,000)
10-575-502.0000	SALARIES AND WAGES	(40,000)
10-575-522.0000	PROFESSIONAL SERVICES	(30,000)
10-580-502.0000	SALARIES AND WAGES	(30,000)
10-580-502.1000	SALARY- PART TIME	(7,000)
<u>Account #</u>	<u>Description</u>	<u>Increase /</u> <u>(Decrease)</u>
10-580-507.0002	FRINGE BENEFITS-FICA	(1,000)
10-580-507.0005	FRINGE BENEFITS-RETIREMENT	(1,000)
10-580-534.0004	DUMPSTERS	(15,000)
10-580-574.0000	CAPITAL OUTLAY: EQUIPMENT	(53,000)
10-590-505.0000	EMPLOYEE HEALTH PROGRAM	(5,000)
10-590-515.0000	MAINTENANCE & REPAIR-BUILDING	(6,000)
10-590-522.0000	PROFESSIONAL SERVICES	(10,000)
10-590-540.0000	AWARDS/RECOGNITIONS	(9,000)
10-610-501.0001	DOWNTOWN ASHEBORO INC	(74,400)
10-610-501.0004	OPEN INCENTIVE AGREEMENTS	(73,166)
10-610-602.0007	RANDOLPH SENIOR ADULTS	1,000
10-615-512.0001	PROG-SUNSET THEATRE	(55,000)
10-615-512.0005	CONCERT SERIES- DAI	(35,000)
10-615-515.0000	MAINT & REPAIR-BLG MISC	(5,000)

10-615-515.0001	MAINT & REPAIR-SUNSET THEATRE	(4,000)
10-615-535.0000	ADVERTISING	(4,000)
10-615-545.0000	CONTRACTED MAINT	(5,000)
10-615-584.0000	ADA IMPROVEMENTS	(1,000)
10-620-515.0000	MAINT & REPAIR - BLDG	(10,000)
10-620-516.0000	MAINT & REPAIR-EQUIP	(7,000)
10-620-534.0000	OTHER SUPPLIES & MATERIALS	(10,000)
10-620-560.0000	SMALL EQUIPMENT- NON CAP	(19,000)
10-620-574.0000	CAPITAL OUTLAY: EQUIPMENT	(50,000)
10-620-584.0000	ADA IMPROVEMENTS	(9,000)
10-623-502.0000	SALARIES AND WAGES	(37,000)
10-623-502.1000	SALARIES AND WAGES-PART TIME	(26,000)
10-623-507.0002	FRINGE BENEFITS-FICA	(4,000)
10-623-507.0005	FRINGE-RETIREMENT	(1,000)
10-623-509.0001	INSURANCE	21,000
10-623-512.0000	PROGRAMS	(8,000)
10-623-513.0000	UTILITIES, FUEL AND LIGHTS	(20,000)
10-623-516.0009	MAINT.- GROUNDS	(24,000)
10-623-533.0000	OFFICE SUPPLIES AND PRINTING	(4,000)
10-623-534.0000	OTHER SUPPLIES & MATERIALS	(3,000)
10-623-535.0000	ADVERTISING AND MARKETING	(3,000)
10-623-536.0000	UNIFORMS AND ACCESSORIES	(1,000)
10-623-545.0000	CONTRACTED SERVICES	(19,000)
10-623-548.0000	PURCHASES FOR RESALE	(2,500)
10-623-557.0000	MISCELLANEOUS EXPENSE	(1,000)
<u>Account #</u>	<u>Description</u>	<u>Increase</u> / <u>(Decrease)</u>
10-625-509.0001	INSURANCE	(20,500)
10-625-512.0000	GOLF PROGRAMS	(3,000)
10-625-514.0000	TRAVEL, SCHOOLS & CONFERENCES	(1,000)
10-625-515.0000	MAINTENANCE & REPAIR -BLDG	(2,400)

10-625-516.0000	MAINTENANCE & REPAIR-EQUIP	40,000
10-630-515.0001	MAINTENANCE AND REPAIR-BUILDING	(12,000)
10-640-509.0000	WORKERS COMPENSATION	(8,000)
10-640-515.0006	MAINT & REPAIR-SHELTER WORKSHOP	(37,000)
10-640-515.0700	MAINTENANCE AND REPAIR- MCCRARY BALLPARK	(10,000)
10-640-533.0000	OFFICE SUPPLIES AND PRINTING	(3,000)
10-640-536.0000	UNIFORMS	(6,000)
10-640-544.0000	CONTRACTED MAINT - VEHICLES	(14,000)
10-640-545.0001	CONTRACTED SERVICES	(30,000)
10-640-555.0000	COMMUNITY APPEARANCE	(9,000)
10-640-557.0000	MISCELLANEOUS EXPENSE	(3,400)
10-640-574.0000	CAPITAL OUTLAY: EQUIPMENT	(4,000)
10-650-522.0000	PROFESSIONAL SERVICES	(17,000)
10-610-501.0004	INCENTIVE AGREEMENTS – Energizer One NC Grant	252,025
		(1,559,377)

Adopted this 4th day of June 2026

/s/W. Joseph Trogdon, Jr.
W. Joseph Trogdon Jr., Mayor

ATTEST:

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

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

22 ORD 6-26

**ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2025-2026**

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

WHEREAS the City Council of the City of Asheboro wants to be following 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:

<u>Account #</u>	<u>Description</u>	<u>Increase /</u> <u>(Decrease)</u>
30-000-329.0000	INTEREST ON INVESTMENT	(75,000)
30-000-338.0000	LATE FEES	(59,000)
30-000-362.0000	SEWER CHARGES	(500,000)
30-000361.0000	SALE OF WATER	(1,000,000)
30-000-350.0000	GRANT	(1,000,000)
30-000-399.0000	FUND BALANCE ALLOCATION	528,594
30-000-360.0015	DWSRF LOAN PROCEEDS	(1,000,000)
	TOTAL	(3,105,406)

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

<u>Account #</u>	<u>Description</u>	<u>Increase /</u> <u>(Decrease)</u>
30-720-502.0000	SALARIES AND WAGES	(14,100)
30-720-502.1000	SALARY-PART TIME	14,100
30-720-511.0000	TELEPHONE	800
30-720-513.0000	UTILITIES - RANDOLPH MALL LOCATION	(1,000)
30-720-515.0000	MAINTENANCE AND REPAIR- BUILDING	400
30-720-517.0000	MAINTENANCE AND REPAIR- KIOSKS	4,000
30-720-520.0000	COMPUTER PROGRAMING	(1,000)
30-720-520.0001	SOFTWARE SUPPORT	2,100
30-720-522.0000	PROFESSIONAL SERVICES	2,100
30-720-533.0001	COMPUTER SUPPLIES AND EQUIPMENT	5,000
30-720-534.0000	POSTAGE	3,000
30-720-545.0000	CONTRACTED BILLING EXPENSE	4,000
30-720-545.0001	CREDIT CARD AND BANK FEES	(2,000)
30-720-545.0003	CONTRACTED SERVICES-REMIT PLUS	1,000
30-720-545.0004	CONTRACTED SERVICES	(4,000)
30-720-545.0007	CONTRACT- MALL BUSINESS SERVICES- FIBER	210
30-720-545.0008	CONTRACT- SECURITY	2,540
<u>Account #</u>	<u>Description</u>	<u>Increase /</u> <u>(Decrease)</u>
30-720-546.0000	LEASE KIOSK & MALL	(100)
30-720-553.0000	DUES AND SUBSCRIPTIONS	1,000
30-720-553.0001	SUBSCRIPTIONS-SOFTWARE	(500)
30-720-557.0000	MISCELLANEOUS EXPENSE	2,000
30-720-559.0000	CASH SHORTAGES/OVERAGES	(300)
30-810-502.0000	SALARIES AND WAGES	5,000
30-810-502.0001	OVERTIME	2,000
30-810-502.0004	SALARIES AND WAGES - INCENTIVES NRET	(2,200)
30-810-507.0005	FRINGE BENEFITS: RETIREMENT	600
30-810-507.0006	FRINGE BENEFITS: 401K	105
30-810-509.0000	WORKERS COMPENSATION	(1,000)

30-810-509.0001	INSURANCE	(900)
30-810-514.0000	TRAVEL, SCHOOLS AND	
30-810-516.0000	CONFERENC	(1,800)
30-810-517.0000	MAINT & REPAIR - EQUIPMENT	(1,000)
30-810-534.0001	MAINTENANCE & REPAIR-VEH	
30-810-544.0000	PART	3,200
30-810-545.0000	METER REPLACEMENT	(5,000)
30-810-553.0001	CONTRACTED MAINTENANCE-	
30-810-574.0000	VEHICLES	(2,000)
30-810-581.0000	CONTRACTED MAINTENANCE	(2,000)
	SOFTWARE SUBSCRIPTION	(15,000)
	CAPITAL OUTLAY: EQUIPMENT	(27,000)
	PRINCIPAL ON LONG TERM DEBT	781
30-810-582.0000	INTEREST ON LONG TERM DEBT	(781)
30-820-502.0000	SALARIES AND WAGES	(20,000)
30-820-502.0001	OVERTIME	(2,000)
30-820-507.0002	FRINGE BENEFITS-FICA	(1,000)
30-820-507.0006	FRINGE BENEFITS: 401K	100
30-820-509.0000	WORKERS COMPENSATION	50
30-820-509.0001	INSURANCE	6,200
30-820-511.0000	TELEPHONE	600
30-820-511.0001	INTERNET SERVICE	2,000
30-820-513.0000	UTILITIES, FUEL AND LIGHTS	(75,000)
30-820-515.0000	MAINTENANCE AND REPAIR-	
30-820-515.0001	BUILDING	(35,000)
30-820-516.0000	MAINTENANCE- FAC CONTRA	(20,000)
30-820-516.0001	MAINTENANCE & REPAIR - EQUIP	(30,000)
	MAINTENANCE AND REPAIR-	
	GENERATORS	26,000
	MAINTENANCE AND REPAIR- PUMP	
	STATIONS	(150,000)
	PROFESSIONAL SERVICES	379,500
	PROFESSIONAL SERVICES- PFAS	
	STUDY	3,560
	CHEMICALS	(70,000)
	UNIFORMS AND ACCESSORIES	(4,000)
<u>Account #</u>	<u>Description</u>	<u>Increase /</u> <u>(Decrease)</u>
30-820-545.0000	CONTRACTED SERVICES	50,000
30-820-545.0002	INSTRUMENT MAINTENANCE	7,500
30-820-545.0004	CONTRACTED MAINTENANCE-	
30-820-581.0000	TANKS	2,500
30-830-502.0000	PRINCIPAL ON LONG TERM DEBT	(150,000)
30-830-502.0001	SALARIES AND WAGES	(10,000)
30-830-502.1000	OVERTIME	(7,000)
30-830-509.0001	SALARIES AND WAGES-PART TIME	(3,000)
30-830-511.0000	INSURANCE	5,300
30-830-511.0001	TELEPHONE	400
30-830-513.5000	INTERNET SERVICE	1,500
30-830-515.0001	UTILITIES	12,000
30-830-516.0000	MAINT. FACILITIES DEPT (CONTRA)	(43,000)
30-830-517.0000	MAINT. & REPAIR - EQUIP	43,000
30-830-522.0000	MAINT. & REPAIR-VEH PART	3,000
30-830-533.0000	PROFESSIONAL SERVICES	(15,000)
	OFFICE SUPPLIES AND PRINTING	(20,000)

30-830-533.0001	COPIER LEASE	1,500
30-830-546.0000	PENALTIES & FINES	(10,000)
30-830-553.0000	DUES AND SUBSCRIPTIONS	6,000
30-830-553.0001	SOFTWARE SUBSCRIPTION	(14,000)
30-830-560.0000	SMALL EQUIPMENT NON CAP	(9,000)
30-830-581.0000	PRINCIPAL ON LONG TERM DEBT	(90,000)
30-830-582.0000	INTEREST ON LONG TERM DEBT	(11,000)
30-840-502.0000	SALARIES AND WAGES	(170,000)
30-840-502.0001	OVERTIME	6,300
	SALARIES AND WAGES -	
30-840-502.0004	INCENTIVES NRET	300
30-840-502.1000	SALARY- PT / SUMMER	(25,000)
30-840-507.0002	FRINGE BENEFITS-FICA	(10,000)
30-840-507.0005	FRINGE BENEFITS: RETIREMENT	(18,000)
30-840-507.0006	FRINGE BENEFITS: 401K	100
30-840-509.0000	WORKERS COMPENSATION	2,708
30-840-509.0001	INSURANCE	4,200
	TRAVEL, SCHOOLS &	
30-840-514.0000	CONFERENCES	670
30-840-516.0000	MAINTENANCE & REPAIR - EQUIP	6,200
	MAINTENANCE & REPAIR-VEH	
30-840-517.0000	PART	40,000
30-840-534.0000	SUPPLIES AND MATERIALS	(25,000)
	SUPPLIES AND MATERIALS-CROSS	
30-840-534.0500	CONNECTION	(20,000)
30-840-536.0000	UNIFORMS AND ACCESSORIES	2,000
30-840-545.0000	CONTRACTED CONSTRUCTION	(12,000)
		<u>Increase /</u>
<u>Account #</u>	<u>Description</u>	<u>(Decrease)</u>
30-840-546.0000	CONTRACTED CONSTRUCTION	11,000
30-840-551.0000	PERMITS, FEES & CERTIFICATIONS	500
30-840-557.0000	MISCELLANEOUS EXPENSE	8,000
30-840-574.0000	CAPITAL OUTLAY: EQUIPMENT	(40,000)
30-840-581.0000	PRINCIPAL ON LONG TERM DEBT	6,000
30-840-582.0000	INTEREST ON LONG TERM DEBT	1,000
30-850-502.0000	SALARIES AND WAGES	75,000
30-850-502.0001	OVERTIME	18,000
30-850-507.0002	FRINGE BENEFITS-FICA	8,000
30-850-507.0003	FRINGE BENEFITS-MEDICARE	500
30-850-507.0005	FRINGE BENEFITS: RETIREMENT	16,000
30-850-507.0006	FRINGE BENEFITS: 401K	100
30-850-509.0000	WORKERS COMPENSATION	(4,700)
30-850-509.0001	INSURANCE	4,700
30-850-511.0000	TELEPHONE	(4,000)
	TRAVEL, SCHOOL AND	
30-850-514.0000	CONFERENCE	7,000
	MAINTENANCE & REPAIR-	
30-850-516.0000	EQUIPMEN	8,000
	MAINTENANCE & REPAIR-VEH	
30-850-517.0000	PART	40,000
30-850-521.0000	EQUIPMENT RENTAL	(7,500)
30-850-522.0000	PROFESSIONAL SERVICES	1,000
30-850-534.0000	OTHER SUPPLIES AND MATERIALS	(90,000)
30-850-536.0000	UNIFORMS AND ACCESSORIES	2,000
	CONT CONST-SEWER LINE EXT /	
30-850-545.0000	REPAIR	(77,000)
30-850-545.0001	CONT CONST-EXT FOR DEV	(5,000)

30-850-546.0000	CONTRACTED MAINTENANCE	20,000
30-850-546.0002	CONTRACTED MAINTENANCE- OUTFALL MAINT	(430,000)
30-850-560.0000	SMALL EQUIPMENT- NON CAP	(5,000)
30-850-574.0000	CAPITAL OUTLAY: EQUIPMENT	(40,000)
30-860-502.0000	SALARIES & WAGES	(50,000)
30-860-507.0002	FRINGE BENEFITS-FICA	(3,000)
30-860-507.0005	FRINGE-RETIREMENT	(7,000)
30-860-509.0000	WORKERS COMPENSATION	(1,300)
30-860-509.0001	INSURANCE	1,300
30-860-514.0000	TRAVEL, SCHOOLS AND CONFERENCES	(1,000)
30-860-517.0000	MAINTENANCE AND REPAIR VEHICLES	2,700
30-860-531.0000	GAS	800
30-860-533.0000	OFFICE SUPPLIES & PRINTING	150
30-860-534.0000	OTHER SUPPLIES AND MATERIALS	(2,000)
30-860-544.0000	CONTRACTED MAINT- VEHICLES	(2,000)
30-860-557.0000	MISCELLANEOUS	(1,500)
<u>Account #</u>	<u>Description</u>	<u>Increase / (Decrease)</u>
30-860-560.0000	SMALL EQUIP- NOT CAP	15,000
30-870-502.0000	SALARIES & WAGES	(20,000)
30-870-519.0000	LOW PRESSURE SEWER MAINT-TOT HILL	(40,000)
30-870-522.0000	PROF SERVICES	(38,000)
30-870-545.0000	CONTRACTED SERVICES	(1,000,000)
30-870-545.0000	CONTRACTED SERVICES	(869,300)
30-870-574.0000	CAPITAL OUTLAY	(50,000)
30-880-502.0000	SALARIES & WAGES	(18,000)
30-880-502.1000	SALARY- PART TIME	(8,000)
30-880-507.0002	FRINGE BENEFITS-FICA	(3,000)
30-880-507.0005	FRINGE-RETIREMENT	(3,000)
30-880-509.0000	WORKERS COMPENSATION	(1,400)
30-880-517.0000	MAINT & REPAIR VEHICLES	917
30-880-531.0000	GAS OIL TIRES	(916)
30-880-534.0000	OTHER SUPPLIES & MATERIALS	(7,000)
30-880-534.5100	LAB CHEM AND SUPPL-WW	(5,000)
30-880-534.5200	LAB CHEM AND SUPPL-H2O	(7,000)
30-880-545.0001	CONTRACTED SERVICES-WW	(4,000)
30-880-545.0002	CONTRACTED SERVICES-H2O	(4,000)
30-880-546.0001	CONTRACTED SERVICES LAB-WW	100
30-880-546.0002	CONTRACTED SERVICES LAB-H2O	(7,000)
30-880-553.0001	SUBSCRIPTION-SOFTWARE	(5,000)
30-880-560.0000	SMALL EQUIPMENT - NOT CAP	(6,000)
30-880-574.0000	CAPITAL OUTLAY: EQ	(2,000)
	TOTAL	(3,105,406)

Adopted this 4th day of June 2026

/s/W. Joseph Trogon, Jr.
W. Joseph Trogon Jr., Mayor

ATTEST:

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

(h) Approval of a Resolution Accepting Vehicle Installment Financing with First Horizon Bank

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

(i) Approval of the Community Development Division's Request to Schedule for the July 9, 2026, City Council Meeting and to Advertise a Legislative Application for the Following Case:

Case No. RZ-26-09: Request to amend an existing I1 (CZ) Light Industrial Conditional Zoning District for a Manufacturing, Processing, and Assembly – Heavy land use, specifically for lawful processes involving Agriculture and Food Products, located at 404 W. Balfour Avenue (Randolph County Parcel Identification Number 7752886353)

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

There have been three subdivisions approved. A detailed report was distributed to the elected officials. A copy of this report is on file in the city clerk's office.

(k) Approval of a Special Event/Street Closure Order for a Segment of Brewer Street for Community Festival on June 6, 2026

With the approval of this street closure order, a portion of Brewer Street will be closed from 8:00 a.m. until 7:00 p.m. on June 6, 2026.

(l) Approval of Fire Protection Automatic Aid Agreements for the Franklinville, East Side, and Ulah Fire Departments

The above-referenced agreements are on file in the city clerk's office.

OLD BUSINESS

5. Resumption of a legislative hearing continued from May 7, 2026: Case No. RZ-26-06: A request to rezone property located at 403 West Balfour Avenue and along Terry Avenue, including a portion of Randolph County Parcel Identification Number 7752876568, from I1 Light Industrial to OA6 (CZ) Office-Apartment Conditional Zoning for multiple family dwellings.

After a written request from the applicant for the above-referenced zoning case to continue to the next regular city council meeting, Councilmember Pugh moved, and Councilmember Heath seconded the motion to continue the above-referenced item until the city council's regular meeting in July. Councilmembers Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

NEW BUSINESS

6. **PUBLIC HEARINGS: Small Business Investment Incentive Program Building Reuse/Renovation Applications**

(a) 118 South Church Street Submitted by Brad Ivey

Program liaison Nate Marsh utilized a slide show presentation and presented initial testimony regarding the potential renovation of 118 South Church Street. Brad Ivey presented an application for the small business investment incentive program building reuse/renovation.

Mayor Trogdon opened the floor for comments from the public, and none were offered. Mayor Trogdon closed the public hearing.

Mr. Marsh presented, and recommended adoption, by reference, of a resolution approving an economic development incentive for 118 South Church Street. Councilmember Heath moved, and Councilmember Pugh seconded the motion to approve/adopt the aforementioned resolution. Councilmembers Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

A copy of the above-referenced resolution is on file in the city clerk's office.

(b) 129 Sunset Avenue Submitted by Neal Griffin, III

Mr. Marsh utilized a slide show presentation and presented initial testimony regarding the potential renovation of 129 Sunset Avenue. Neal Griffin, III presented an application for the small business investment incentive program building reuse/renovation.

Mayor Trogdon opened the floor for comments from the public. Neal Griffin, III presented comments in support of the application. When no one else asked to speak, Mayor Trogdon closed the public hearing.

Mr. Marsh presented, and recommended adoption, by reference, of a resolution approving an economic development incentive for 129 Sunset Avenue. Councilmember Burks moved, and Councilmember Cheek seconded the motion to approve/adopt the aforementioned resolution. Councilmembers Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

A copy of the above-referenced resolution is on file in the city clerk's office.

(c) PUBLIC HEARING: Quasi-Judicial Hearing (Case No. SUP-26-02): An application for a Special Use Permit for property located 350 West Salisbury Street and more specifically identified by Randolph County Parcel Identification Number 7750742451, to authorize a new land use classified as Signs, Off Premise Billboard & Poster Panel, etc.

Mayor Trogdon opened the quasi-judicial hearing on the application by Tella Billboards, LLC for a Special Use Permit for a billboard. Community Development Director John Evans was placed under oath and presented the staff's analysis of the request that included a properly submitted site plan for the Special Use Permit. The request pertains to approximately 0.42 of an acre of land located at 350 West Salisbury Street. Randolph County Parcel Identification Number 7751730820 more specifically identifies the property.

City Attorney Tom Carruthers spoke to the ordinance standards that must be met for a Special Use Permit to be approved. These include:

- (a) 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.

- (b) That the use meets all required conditions and specifications.
- (c) That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity.
- (d) 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.

Mr. Evans stated that he had spoke to council during the series of briefings held on May 26, 2026 and advised the council that no information presented could be relied upon at this hearing. This information was incorporated into the agenda packet which was provided to the Applicant on May 30, 2026.

Mr. Evans stated that proper legal notice of the hearing has been given.

With the assistance of a slide show, Mr. Evans testified to the following facts about the Special Use Permit Application.

1. The request is for a Billboard, classified by the zoning ordinance as “Signs, Off Premise Billboard and Poster Panel, etc.” The existing and principal land use of the property is a parking lot. There is also an ice vending machine located on the property that has received permitting.
2. The property is surrounded primarily by commercial, industrial, and some residential uses in the area.
3. West Salisbury Street (NC 42) is a state-maintained major thoroughfare. The Asheboro Comprehensive Transportation Plan indicates that the roadway’s capacity is 11,600 vehicles per day, and the NCDOT 2024 AADT (Average Annual Daily Travel) traffic count is 11,500 vehicles per day.
4. Billboards are also subject to review and approval by NCDOT.
5. Billboards have certain Special Use Pemrit requirements, including locational and separation requirements described in Section 5.05 (19). Staff has determined that these requirements have been met.
6. Permitting of the billboard is exclusive permitting for other signs allowed in the I2 district that are subject to general ordinance requirements.
7. The property is located within the Center City Planning Area, Central Fringe Planning Area (Tier 2). A description of this Planning Area is located in Section 4.07(D) of the Asheboro Zoning Ordinance.
8. In accordance with Section 4.07 (D)(1) of the zoning ordinance, “Permitted and Special Uses,” “The uses identified in the Table of Permitted Uses (Table 5-1) for the districts covered by this planning area are permitted by right or as special uses provided they meet all requirements of this Section and all other requirements established by this Ordinance.”
9. Section 4.07(A) of the Zoning Ordinance provides findings and goals for the entire Center City Planning Overlay District. Section 4.07(D) provides a statement describing The Central Fringe Planning Area.
10. Within the Central Fringe Planning Area, Section 4.07(D)(6) states that freestanding pole or pylon signs are prohibited.

The following conditions were drafted by the planning/zoning staff prior to this hearing.

- (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 and Poster Panel, etc.” and consistent with the approved plan and the requirements of Section 5.05 (19).
- (B) Electronic changeable copy shall operate on a five second minimum delay.
- (C) 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.
- (D) Prior to the issuance of a zoning compliance permit, the Final Decision Document authorizing the Special Use Permit must be approved by the City Council.
- (E) The zoning compliance permit shall be issued in coordination with the N.C. Department of Transportation permitting requirements for Outdoor Advertising.

Mr. Tom Terrell, Esq. of Fox Rothschild was placed under oath and offered testimony in support of the request. The testimony focused on, in addition to addressing the four standards for issuance of a Special Use Permit, compliance with the above-referenced conditions. The original application included plans for a future digital or electronic billboard. Mr. Terrell, revised its submission at the onset of the hearing and withdrew the Applicant's request for a digital or electronic billboard. Mr. Terrell also added a requirement that the proposed Billboard will be maintained in accordance with current and future requirements of the NC Building Code.

The following individuals were placed under oath; City of Asheboro Community Development Director, John Evans, who presented the staff report; the Applicant's attorney Tom Terrell; Applicant's witness Brian Crowder, Certified Appraiser, who was tendered and accepted as an expert on the market impact of the proposed billboard; and R. Reynolds Neely, former City of Asheboro Planning Director and current Planning and Zoning Consultant who was tendered and accepted as an expert in land use and zoning. R. Reynolds Neely testified in opposition to the proposed Special Use Permit.

When no one else asked to speak and in the absence of any additional testimony or evidence, Mayor Trogon transitioned to the deliberative phase of the hearing.

The “plan of development of Asheboro” as noted consists of the Asheboro Zoning Ordinance and the City of Asheboro Land Development Plan, 2020, updated 2015 (“Asheboro Development Plan”). Billboards must comply with the special use regulations for “Signs Off Premise” as specified in the Asheboro Zoning Ordinance Section 5.05 (19). The location of the proposed Billboard is within the Central Business Fringe Planning Area of the Center City Planning Area. Special Use Permits are permitted in the Central Business Fringe Planning Area District provided they also meet all requirements of this District. See Asheboro Zoning Ordinance, Section 4.07(D)(1).

The proposed Billboard as presented will comply with the N.C. State Building Code and will not materially endanger public health or safety. The Applicant's proposed Billboard complies with Section 5.05(19) of the Asheboro Zoning Ordinance.

The Applicant's proposed Billboard will not substantially injure the value of adjoining or abutting property.

The Special Use Permit (SUP) is not in harmony with the area in which it is proposed and is not in conformity with Center City Planning Area as set out in AZO, Section 4.07 (A)-(B). The proposed Billboard is located on West Salisbury Street which leads into the City Center. This is the historic core of the community. The Billboard's lighted commercial advertising and large size will attract attention to its display rather than the historic nature of the area. The Billboard's appearance will not promote development that encourages pedestrian-scale environment or that preserves and enhances the visual appeal of streets leading into the Center City Planning Area.

The SUP is not in harmony with the area in which it is proposed and is not in conformity with the AZO, Section 4.07 (D), Central Business Fringe Planning Area. The proposed Billboard's construction will not facilitate future development of the businesses that surround the sign. The proposed design, size and location violate the principals of urban design because it will not blend in with or complement the surrounding buildings. The sign will extend above the surrounding buildings, and this will detract from the older urban appearance of downtown Asheboro. The proposed Billboard's design and location will eliminate an open urban space, impair the streetscape and will not encourage a pedestrian friendly environment with sidewalks and street trees.

The SUP does not comply with and is not in harmony with the area in which it is proposed and is not in conformity with the requirements of the Central Business Fringe Planning Area, AZO, Section 4.07(D)(6) that prohibits free standing pole signs in the Central Business Fringe Planning Area.

The SUP is not in harmony with the area in which it is proposed and is not in conformity with the Goal 3.2 and Policy 3.1.2 and 3.2.3 in the Asheboro Development Plan. The proposed Billboard is surrounded on both sides by industrially zoned parcels, which are currently commercial businesses, and are a mix of one or two-story buildings. The proposed Billboard's height and size is not of appropriate scale and context and will not blend harmoniously with the surrounding buildings, streetscape and other architectural elements surrounding the site. The proposed Billboard's design will not enhance the historic core of community life in Asheboro and not will serve to create a unique and vibrant atmosphere setting the City Center apart from other districts.

The SUP is not in harmony with the area in which it is proposed and is not in conformity with the surrounding area of the Center City Planning Area and the Central Business Fringe Planning Area in that the National Register Historic District is across the street from the location and behind the location as well. The proposed Billboard will be across the street from the Randolph County Senior Center, the historic Mill Apartments, and nearby to the proposed renovation of the historic McCrary Mill complex. The proposed Billboard's design, size and placement will visually conflict with the historic appearance of these redevelopment projects in Asheboro's Downtown.

Upon motion by Councilmember Pugh and seconded by Councilmember Heath, the council voted unanimously to deny the requested Special Use Permit. Councilmembers Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

The competent, material and substantial evidence demonstrated that:

The proposed SUP does not comply with the requirements of the Central Business Fringe Planning Area. Asheboro Zoning Ordinance Section 4.07(D)(6) that prohibits free standing pole signs in the Central Business Fringe Planning Area. The proposed SUP is not in harmony with the area in which it is proposed and is not in conformity with the Asheboro Zoning Ordinance or the Asheboro Development Plan.

A final decision document with the formal findings of fact, conclusions of law, and order denying the Special Use Permit will be entered by the council during the next

regular meeting. A copy of the slide show presentation utilized by Mr. Evans and Mr. Terrel are on file in the city clerk’s office.

7. PUBLIC HEARING: Proposed Operating Budget for Fiscal Year 2026-2027

Mayor Trogdon opened the public hearing on the proposed operating budget for fiscal year 2026-2027.

City Manager Donald Duncan, Jr. utilized a slide show presentation and highlighted the city’s proposed budget for fiscal year 2026-2027. The proposed budget is balanced at \$79,653,436 with the General Fund at \$52,421,888 and the Water and Sewer Fund at \$26,325,548. There is no proposed increase in property taxes.

No one asked to speak regarding the proposed budget. Mayor Trogdon closed the public hearing.

8. Council Action on the Proposed Budget Ordinance for Fiscal Year 2026-2027

Mr. Duncan presented, and recommended adoption, by reference of the following budget ordinance. Councilmember Heath moved, and Councilmember Skeen seconded the motion to approve/adopt the following proposed budget ordinance for fiscal year 2026-2027. Councilmembers Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

23 ORD 6-26

CITY OF ASHEBORO
BUDGET ORDINANCE

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

Section 1: The following amounts are hereby appropriated in the General Fund for the operation of the city government and its’ activities for the fiscal year beginning July 1, 2026, and ending June 30, 2027, in accordance with the chart of accounts heretofore established for this City:

<u>DEPT. #</u>	<u>DEPARTMENT OR FUNCTION</u>	<u>APPROPRIATION</u>
410	MAYOR AND GOVERNING BODY	206,406
420	CITY MANAGER'S OFFICE	715,918
440	FINANCE	728,395
450	LEGAL & CITY CLERK	278,749
480	INFORMATION TECHNOLOGY	879,256
490	PLANNING/COMMUNITY DEVELOPMENT	1,078,551
500	MUNICIPAL HEADQUATERS BUILDING	271,251
510	POLICE	16,032,292
530	FIRE	10,240,958
540	BUILDING INSPECTIONS	472,722
545	FIRE PREVENTION	358,705
550	OPERATIONS	1,418,565
555	FLEET MAINTENANCE	1,799,780
565	STREET MAINTENANCE	3,876,712
575	ENGINEERING	654,863
580	ENVIRONMENTAL SERVICES	4,121,532
590	HUMAN RESOURCES	496,544

610	ECONOMIC DEVELOPMENT / COMMUNITY SUPPORT	606,240
615	CULTURAL SERVICES	548,294
620	RECREATION SERVICES	2,525,880
623	ZOOCITY SPORTSPLEX	787,794
625	GOLF COURSE	316,366
630	LIBRARY	673,383
640	FACILITY MAINTENANCE	3,124,038
650	AIRPORT AUTHORITY	208,694
	TOTAL APPROPRIATION	\$52,421,888

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
10-000-301.0001	TAX COLLECTIONS DMV	1,826,741
10-000-302.2025	TAX COLLECTIONS 2025-2026	5,000
10-000-302.2026	TAX COLLECTIONS 2026-2027	23,733,991
10-000-307.0000	TAX PENALTIES AND INTEREST	40,000
10-000-315.0000	ABC BOARD DISTRIBUTION	740,000
	ABC BOARD LAW ENFORCEMENT	
10-000-315.1000	FEE	37,700
10-000-316.2000	UTILITIES FRANCHISE TAX -STATE	2,839,095
10-000-317.XXXX	LOCAL SALES TAX	10,983,260
	ALCOHOLIC BEVERAGE TAX	
10-000-318.0000	DISTRIB	110,000
10-000-321.0001	SOLID WASTE DISPOSAL TAX	21,000
	INTEREST EARNED ON	
10-000-329.0000	INVESTMENT	700,000
10-000-330.XXXX	CONCESSIONS	87,800
10-000-331.XXXX	GOLF REVENUE	260,000
10-000-331.XXXX	RECREATION REVENUE	169,080
10-000-331.XXXX	SUNSET THEATER REVENUE	75,000
10-000-331.XXXX	ZOOCITY SPORTSPLEX REVENUE	188,000
	ENVIRONMENTAL SERVICES	
10-000-332.XXXX	REVENUE	3,366,085
10-000-333.0000	ZONING FEES	39,000
	AIRPORT REVENUE- HANGAR	
10-000-334.0001	RENTS	76,000
	MISCELLANEOUS REVENUE-	
10-000-335.0001	VARIOUS	56,063
10-000-335.0002	PAYMENT IN LIEU OF TAXES	61,000
	CONTRACTED MAINTENANCE-	
10-000-335.0010	NCDOT	30,000
	CONCERT SERIES SPONSORSHIP	
10-000-335.0014	REVENUE	82,000
10-000-336.0000	RENTAL/VEHICLES - LOCAL TAX	54,478
10-000-336.0002	SALES OF FIXED ASSETS	24,000
10-000-336.0004	SALES OF MATERIALS-SERVICES	10,000
10-000-337.0000	REIMB. ASHEBORO CITY SCHOOLS	289,981
10-000-340.0000	BUILDING PERMITS	550,000
10-000-340.0002	BUILDING INSPECTION FEES	72,500
10-000-340.0003	FIRE INSPECTION FEES	9,700
10-000-350.0002	GRANTS	204,000
	COURT COSTS, FEES AND	
10-000-350.0006	CHARGES	8,500
10-000-351.0002	U S JUSTICE FDS (DEA)	86,306
10-000-351.0003	DOJ /DEA/USMS/HSI REIMB FOR OT	15,000

	PROCEEDS FROM INSTALLMENT	
10-000-360.0000	PURCHASE	2,189,650
10-000-399.0000	FUND BALANCE ALLOCATION	3,380,958
	ESTIMATED REVENUES:	<u>\$52,421,888</u>

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

This rate is based on a total valuation of property for the purposes of taxation of \$3,673,574,784 and an estimated rate of collection of 98%.

Section 4: The City hereby establishes a Powell Bill fund to account for Powell bill revenues and expenditures. This fund will be an annually adopted fund with a begin date of July 1, 2026. The chart of accounts will be set at that time. The amount of \$906,000 is hereby appropriated in the Powell Bill Fund for the operation of the city government and its' activities for the fiscal year beginning July 1, 2026, and ending June 30, 2027 .

<u>DEPT. #</u>	<u>DEPARTMENT OR FUNCTION</u>	<u>APPROPRIATION</u>
XXX	POWELL BILL	906,000

Section 5: Revenue for the Powell Bill fund will be the annual allocation from the State of North Carolina which is estimated at \$906,000 and will be available in the Powell Bill Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027.

Section 6: The following amounts are hereby appropriated in the Water and Sewer Fund for the operation of the city government and its' activities for the fiscal year beginning July 1, 2026, and ending June 30, 2027, in accordance with the chart of accounts heretofore established for this City:

<u>DEPT. #</u>	<u>DEPARTMENT OR FUNCTION</u>	<u>APPROPRIATION</u>
720	BILLING & COLLECTION	1,057,249
810	WATER METER OPERATIONS	1,549,382
820	WATER SUPPLY & TREATMENT	4,417,068
830	WASTEWATER TREATMENT	4,394,975
840	WATER MAINTENANCE	3,518,188
850	WASTEWATER MAINTENANCE	2,907,787
860	TECHNICAL SERVICES	439,197
870	SYSTEMS MAINTENANCE	6,995,328
880	WATER QUALITY	1,046,444
	TOTAL APPROPRIATIONS	<u>\$26,325,548</u>

Section 7: It is estimated that the following revenues will be available in the Water and Sewer Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027.

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
30-000-329.0000	INTEREST EARNED ON INVESTMENT	325,738
30-000-334.XXXX	TOWER RENTS	137,495
30-000-335.0000	MISCELLANEOUS REVENUE	32,707
30-000-335.0031	RECOVERY OF BAD DEBTS	57,000
30-000-336.0001	WATER TAPS AND CONNECTION FEE	160,660
30-000-337.0000	SEWER TAPS AND CONNECTION FEE	75,000
30-000-338.XXXX	MISECLLANEOUS FEES	578,000
30-000-338.0002	LOW PRESSURE SEWER SYSTEM	15,840
30-000-339.0000	CAPITAL FEE	909,600
30-000-350.0000	GRANTS	1,300,000

30-000-360.0000	PROCEEDS FROM LEASE PURCHASE	2,159,000
30-000-360.0015	DWSRF LOAN PROCEEDS	1,500,000
30-000-361.0000	SALES OF WATER	8,962,604
30-000-362.XXXX	SEWER CHARGES	9,359,110
30-000-363.0000	SAMPLING AND MONITORING FEES	28,213
30-000-364.0000	SUR CHARGES	350,339
30-000-365.0002	HAULED SEPTIC WASTE	66,375
30-000-399.0000	FUND BALANCE ALLOCATION	307,867
	TOTAL ESTIMATED REVENUES	<u>26,325,548</u>

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

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

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

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

TOTAL GROSS BUDGET	\$79,653,436
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Adopted this on the 4th day of June 2026.

/s/W. Joseph Trogon, Jr.

W. Joseph Trogon Jr., Mayor

ATTEST:

/s/Holly H. Doerr

Holly H. Doerr, CMC, NCCMC, City Clerk

9. PUBLIC HEARING: Adoption of a Water and Sewer Systems Development Fee and Implementation Date in Accordance with the Public Water and Sewer System Development Fee Act

Mayor Trogon opened the public hearing related to the adoption of a water and sewer systems development fee in accordance with the public water and sewer system development fee act.

Water Resources Director Michael Rhoney, P.E. presented an overview of the system development fee in which it is a charge or assessment for service imposed to fund costs of capital improvements necessitated by and attributable to such new development, to recoup costs of existing facilities which serve such new development, or a combination of those costs. Additionally, Mr. Rhoney reported that the system development fees are authorized by North Carolina General Statutes Chapter 162A, Article 8.

Kim Phillips, Tom Flanagan, and David Michaels presented comments regarding the implementation of the system development fees. They asked the council to implement the fees based on phases.

When no one else asked to speak, Mayor Trogon closed the public hearing. At the conclusion of the public hearing, the council agreed to use the combined methodology and phase in the fees by setting them 33% the maximum allowable amount established by the engineering analysis.

10. Council Action on the Proposed Ordinance for Water and Sewer Systems Development Fee

Councilmember Cheek moved, and Councilmember Pugh seconded the motion to approve/adopt the following ordinance by reference. Councilmembers Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

ORDINANCE NUMBER 24 ORD 6-26
CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**ORDINANCE AMENDING THE ASHEBORO CODE OF ORDINANCES TO ADOPT
SYSTEM DEVELOPMENT FEES FOR THE WATER AND SEWER SYSTEM AS
AUTHORIZED BY CHAPTER 162A, ARTICLE 8
OF THE NORTH CAROLINA GENERAL STATUTES**

WHEREAS, Chapter 162A, Article 8 of the North Carolina General Statutes detail procedures and methods for the calculation of system development fees charged by local governments; and

WHEREAS, said statutes define a System Development Fee as a charge or assessment for service imposed with respect to new development to fund costs of capital improvements necessitated by and attributable to such new development, to recoup the costs of existing facilities which serve such new development, or a combination of those costs; and

WHEREAS, said statutes provide that System Development Fees may be collected for new development which increases the capacity necessary to serve that development including a) the subdivision of land; b) the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structures which increases the number of service units; or c) any use or extension of the use of land which increases the number of service units; and

WHEREAS, said statutes authorize a local government to adopt a system development fee calculated based upon a written analysis prepared by a financial professional or licensed professional engineer; and

WHEREAS, said statutes require a local government to post the financial professionals or professional engineer's written analysis on its website for a minimum of 45 days prior to considering adoption of the system development fee analysis, and to solicit and furnish a means for the submission of written comments during this period; and

WHEREAS, the City of Asheboro contracted with professional consulting engineers Freese and Nichols, Inc., to perform the system development fee analysis per the requirements of Session Law 2017-138; and

WHEREAS, the city posted the written analysis on its website beginning February 19, 2026, and the City solicited comments via the website and provided means to provide said comments via written means through the website; and

WHEREAS, the City Council conducted a duly advertised public hearing on April 9, 2026, to receive additional public comments and following the public hearing the City Council adopted the findings of the written analysis; and

WHEREAS, City Council conducted a duly advertised second public hearing on June 4, 2026, to consider the adoption of the System Development Fee Ordinance and prescribe a method to adopt the schedule of fees.

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

Section 1. Chapter 50. of the Asheboro Code of Ordinances is hereby amended as follows.
§ 50.012 SYSTEM DEVELOPMENT FEES.

- (A) Establishment of system development fees. As authorized by Article 8 of G.S. 162A, there is hereby established a charge or assessment for service imposed with respect to new development to fund costs of capital improvements necessitated by and attributable to such new development, to recoup costs of existing facilities which serve such new development, or a combination of those costs.
- (B) Allowable purposes. System development fees may be collected for new development which increases the capacity necessary to serve that development including: a) the subdivision of land; b) the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structures which increases the number of service units; or c) any use or extension of the use of land which increases the number of service units.
- (C) Collection of fees. System development fees shall be collected for subdivisions and for all other new development according to timeframes specified in G.S. § 162A-213.
- (D) Statutory compliance. All aspects of administration and implementation the city's system development fee shall comply with Article 8 of G.S. Ch. 162A as written or subsequently amended.
- (E) These fees shall be updated at least every five (5) years.
- (F) The amount of the fees imposed by this section shall be determined by the city council and specified in the consolidated City of Asheboro Schedule of Fees adopted by resolution of the city council and amended from time to time in the sole discretion of the city council.

Section 2. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 3. This Ordinance shall take effect and be in full force on July 1, 2026.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on June 4, 2026

/s/W. Joseph Trogdon, Jr.
W. Joseph Trogdon, Jr., Mayor

ATTEST:

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

11. A Resolution Establishing the Schedule of Fees for Fiscal Year 2026-2027

Mr. Duncan presented, and recommended adoption, by reference, of a resolution establishing the Schedule of Fees for Fiscal Year 2026-2027 with the amendment to establish the system development fees by 33.33% by January 1, 2027. Councilmember Heath moved, and Councilmember Burks seconded the motion to approve/adopt the following resolution, by reference, with the aforementioned

amendment. Councilmembers Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 31 RES 6-26

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Resolution Adopting the City of Asheboro Schedule of Fees

WHEREAS, the City of Asheboro strives to provide a high level of service to its citizens; and

WHEREAS, some services provided are used periodically and require an extensive amount of man hours and city resources; and

WHEREAS, the City of Asheboro charges fees for these various services and these fees are found throughout the municipal code; and

WHEREAS, the city council desires to consolidate these fees into one document attached hereto, that may be amended from time to time at the council’s sole discretion.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the attached fee schedule which is incorporated into this Resolution by reference, has been reviewed by city staff and updated.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting on June 4, 2026.

/s/W. Joseph Trogdon, Jr.
W. Joseph Trogdon, Jr., Mayor

ATTEST:

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

12. Finance Items:

- (a) Project Ordinance to Amend the General Capital Purchase Fund to Allocated Budgeted Funds for a New Fire Truck and Reallocate Community Development Block Grant Funds for Emergency Medical Services Equipment.**

Finance Director Deborah Reaves presented and recommended adoption, by reference, of the following ordinance. Councilmember Pugh moved, and Councilmember Cheek seconded the motion to adopt the following ordinance by reference. Councilmembers Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

25 ORD 6-26

**PROJECT ORDINANCE – GENERAL CAPITAL PURCHASE FUND
FY 2025-2026**

WHEREAS, there is a delay with delivery longer than one fiscal year on large capital equipment purchases.

WHEREAS, The City of Asheboro feels that a multi-year special revenue fund would be appropriate to accumulate funding and manage purchasing in these atypical capital purchase situations.

WHEREAS, The City of Asheboro has encumbered \$950,000 for the purchase of a fire truck in the 2025-2026 operating general fund operating budget and delivery is currently scheduled for March 2027.

WHEREAS, the circumstances around the purchase of this fire truck meets the criteria to be in a multi-year special revenue fund.

WHEREAS, in February 2026, the City of Asheboro amended the David and Pauline Jarrell Center City Garden Project fund to include CDBG-CV funds.

WHEREAS, In April 2026, the City of Asheboro learned that funds from CDBG- CV #20-V-3510 that were assigned to the David and Pauline Jarrell Garden in the category of “Public Facilities Improvements” had a close out date prior to the time the funds would be spent on construction on the Garden project.

WHEREAS, The City of Asheboro submitted a program amendment to the NC Department of Commerce Rural Economic Development Division to reallocate \$600,000 from the category of “Public Facilities Improvements” to the category of “Public Services” to allow the City of Asheboro to purchase EMS-Related apparatus before the spending deadline.

WHEREAS, on May 15, 2026, the City of Asheboro received approval for the amendment citing that timely procurement of Emergency Medical Services (EMS) Equipment is critical to preventing, preparing for, and responding to COVID-19 and potential future public health threats.

WHEREAS, the CDBG-CV revenue and the EMS Equipment purchase meet the criteria to be included in the multi-year special revenue fund.

Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina,

BE IT ORDAINED by the City Council of the City of Asheboro that the following Project Ordinance is adopted:

Section 1. The Governmental Capital Purchases Fund is hereby authorized to be created with current revenues and expenditures projected as listed below.

Section 2. The officers of the City of Asheboro are hereby authorized to proceed with the project within the terms of the agreement approved by the City Council and the budget contained herein.

Section 3. The following revenues are expected to be available in this fund:

<u>Line Item</u>	<u>Description</u>	<u>Appropriated Amount</u>
79-000-370-0001-79	Contribution from General Fund	950,000
79-000-300.0000-79	CDBG-CV grant 20-V-3510 (CV)	600,000
		\$1,550,000

Section 4. The following expenditures are expected in this fund:

<u>Line Item</u>	<u>Description</u>	<u>Appropriated Amount</u>
79-530-574.0000-79	Capital Outlay AFD	950,000
79-530-574.0001-79	EMS Equipment	600,000
		\$1,550,000

Adopted this 4th day of June 2026.

/s/W. Joseph Trogdon, Jr.
W. Joseph Trogdon Jr., Mayor

ATTEST:

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

(b) Ordinance to Amend the General Fund to Account for Changes in Revenue and Expenses Resulting from the Preceding Action

Ms. Reaves presented and recommended adoption, by reference, of the following ordinance. Councilmember Pugh moved, and Councilmember Cheek seconded the motion to adopt/approve the following ordinance by reference. Councilmembers Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

26 ORD 6-26

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2025-2026**

WHEREAS, The City of Asheboro allocated \$950,000 in the 2025-2026 budget ordinance for the purchase of a fire truck.

WHEREAS, the anticipated delivery date for the Fire Truck is March 2027.

WHEREAS, The City of Asheboro wishes to transfer the \$950,000 appropriated and encumbered in the 2025-2026 General Fund operating budget the General Capital Purchase Fund, a multi-year fund, to account for this purchase.

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 follow all generally accepted accounting principles.

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

That the following expense line be increased/decreased:

<u>Account #</u>	<u>Expense Description</u>	(Decrease) <u>Increase</u>
10-530-574.0000	Capital Outlay	(950,000)
10-530-574.7900	Transfer to Project 79	<u>950,000</u>
		\$0

Adopted this on the 4th day of June 2026.

/s/W. Joseph Trogdon, Jr.
W. Joseph Trogdon Jr., Mayor

ATTEST:

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

(c) Project Ordinance to Amend the Cone Health ZooCity Sportsplex Fund to Transfer Unspent Funds to the General Fund

Ms. Reaves presented and recommended adoption, by reference, of the following ordinance. Councilmember Mills moved, and Councilmember Cheek seconded the motion to adopt the following ordinance by reference. Councilmembers Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

27 ORD 6-26

**ORDINANCE TO AMEND
THE CONE HEALTH ZOO CITY SPORTSPLEX FUND
FY 2025-2026**

WHEREAS, the City of Asheboro has transferred funds from the general operating fund to the Cone Health Zoo City Sportsplex fund over the time of the project.

WHEREAS, the City of Asheboro wishes to transfer funds back to the General Operating fund as they are not needed for current identified expenses in the project fund.

WHEREAS, the Cone Health Zoo City Sportsplex fund needs to be amended to recognize changes in revenue and expenses that have changed since the budget was last adopted.

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

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

That the following expense line items be decreased / increased

<u>Account #</u>	<u>Expense Description</u>	<u>(Decrease) / Increase</u>
74-000-400.9005-74	Miscellaneous	(600,000)
74-000-930.1000-74	Transfer to General Fund	600,000
		<u>0</u>

Adopted this 4th day of June 2026.

/s/W. Joseph Trogdon, Jr.
W. Joseph Trogdon Jr., Mayor

ATTEST:

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

(d) Ordinance to Amend the General Fund to Reallocate the Unspent Funds to the Jarrell Center City Garden Project Fund

Ms. Reaves presented and recommended adoption, by reference, of the following ordinance. Councilmember Pugh moved, and Councilmember Burks seconded the

motion to adopt the following ordinance by reference. Councilmembers Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

28 ORD 6-26

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2025-2026

WHEREAS, in February 2026, the David and Pauline Jarrell Center City Garden Project Fund (The Jarrell Garden Project) was amended to include grant proceeds from CDBG Covid Funds of \$1,033,538 and Federal Land and Water Conservation Fund grant proceeds of \$298,720.

WHEREAS, in April 2026, the City of Asheboro was notified that the CDBG grant funds had a close out date prior to the time the funds would be spent on construction on the Garden project.

WHEREAS, CDBG approved an amendment to use the funds on AFD air packs.

WHEREAS, reallocation of CDBG-CV funds requires replacement funds identified immediately to cover the Jarrell Garden contracts.

WHEREAS, the City of Asheboro recommends a transfer of funds from the Cone Health Zoo City Sportsplex fund to the Jarrell Garden fund which is in keeping with the original Parks and Recreation purpose.

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

WHEREAS, the City Council of the City of Asheboro wants to follow all generally accepted accounting principles.

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

That the following revenues be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-000-360.0012	Transfer from Cone Health Zoo City Sportsplex	\$600,000

That the following Expense line item be increased:

That the following expense line be increased/decreased:		(Decrease)
<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-620-575.0000	Contribution to The Jarrell Garden	600,000

Adopted this on the 4th day of June 2026.

/s/W. Joseph Trogdon, Jr.
W. Joseph Trogdon Jr., Mayor

ATTEST:

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

(e) Project Ordinance to Amend the Jarrell Center City Garden Project Fund to Account for Changes in Revenue and Expenses Resulting from the Preceding Action

Ms. Reaves presented and recommended adoption, by reference, of the following ordinance. Councilmember Pugh moved, and Councilmember Burks seconded the motion to adopt/approve the following ordinance by reference. Councilmembers Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

29 ORD 6-26

**ORDINANCE TO AMEND
THE DAVID AND PAULINE JARRELL CENTER CITY GARDEN PROJECT FUND
FY 2025-2026**

WHEREAS, in February 2026, the David and Pauline Jarrell Center City Garden Project Fund (The Jarrell Garden Project) was amended to include grant proceeds from CDBG Covid Funds of \$1,033,538.

WHEREAS, in April 2026, the City of Asheboro was leaned that the CDBG grant proceeds needed to be spend prior to close out date of 5/30/2026 which is prior to the time the funds would be spent on construction on the Garden project.

WHEREAS, on May 15, 2026, the City of Asheboro received approval for the amendment citing that timely procurement of Emergency Medical Services (EMS) Equipment is critical to preventing, preparing for, and responding to COVID-19 and potential future public health threats.

WHEREAS, the City of Asheboro identified unobligated funds available to replace the CDBG-CV funds.

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

WHEREAS, the City Council of the City of Asheboro wants to follow all generally accepted accounting principles.

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

That the following revenues be established and increased:

<u>Line Item</u>	<u>Description</u>	<u>(Decrease)</u> <u>Increase</u>
75-000-300.0000-75	CDBG Covid (CDBG-CV)	(600,000)

75-000-300.1000-75	General Fund Contribution	600,000
		<u>\$0</u>

Adopted on the 4th day of June 2026.

/s/W. Joseph Trogdon, Jr.
W. Joseph Trogdon Jr., Mayor

ATTEST:

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

(f) Project Ordinance to Establish Water and Sewer Maintenance Fund to Account for Maintenance and Repair Projects Requiring Multiple Years to Fund

Ms. Reaves presented and recommended adoption, by reference, of the following ordinance. Councilmember Heath moved, and Councilmember Cheek seconded the motion to approve/adopt the following ordinance by reference. Councilmembers Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

30 ORD 6-26

**PROJECT ORDINANCE - WATER & SEWER MAINTENANCE FUND
FY 2025-2026**

WHEREAS maintenance and repair projects for water and sewer facilities and systems take multiple years to fund, engineer and complete.

WHEREAS, The City of Asheboro feels that a multi-year capital project fund would be appropriate to account for expenditures associated with atypical maintenance and repair tasks.

Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina,

BE IT ORDAINED by the City Council of the City of Asheboro that the following Project Ordinance is adopted:

Section 1. The Water Sewer Maintenance Fund is hereby authorized to be created with current revenues and expenditures projected as listed below.

Section 2. The officers of the City of Asheboro are hereby authorized to proceed with the project within the terms of the agreement approved by the City Council and the budget contained herein.

Section 3. The following revenues are expected to be available in this fund:

<u>Line Item</u>	<u>Description</u>	<u>Appropriated Amount</u>
78-000-360-0001-78	Contribution from W&S Fund	3,825,000
78-000-360.0015-78	DWSRF Loan Proceeds	2,700,000
		\$6,525,000

Section 4. The following expenditures are expected in this fund:

<u>Line Item</u>	<u>Description</u>	<u>Appropriated Amount</u>
78-820-516.0000-78	Maintenance & Repair Equipment	500,000

78-820-518.0000-78	Maintenance & Repair Pump Stations	25,000
78-820-545.0000-78	Contracted Services	200,000
78-830-545-0000-78	Contracted Services	1,500,000
78-870-545.0000-78	Contracted Services	<u>4,300,000</u>
	Total	\$6,525,000

Adopted this 4th day of June 2026.

/s/W. Joseph Trogdon, Jr.
W. Joseph Trogdon Jr., Mayor

ATTEST:

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

Expense detail:

<u>Account #</u>	<u>Description</u>	<u>AMOUNT</u>
820-516.0000	Maintenance & Repair Equipment	
	Lake Reese 2 raw water pumps	500,000
820-518.0000	Maintenance & Repair Pump Stations	
	Concrete pad for permanent secondary tank on Daves Mountain	25,000
820-545.0000	Contracted Services	
	Lake Bunch intake valve- phase 1	100,000
	North Plant Basin Rehab- phase 1	100,000
830-545.0000	Contracted Services	
	Concrete Rehab Primaries and Secondaries	1,000,000
	Replace NIT pump Station Valves	500,000
870-545.0000	Contracted Services	
	LS#17 I&I reduction- rehab wet well	100,000
	Manhole Rehab Project	200,000
	LS #30 James River/Presnell Street Lift Station and Force Main	1,000,000
	LS#23 Replace Force Main and Air Release Valves	300,000
	Lift Station #3 Upgrade (DWSRF LOAN)	<u>2,700,000</u>
		\$6,525,000

DWSRF LOAN \$2.7M Lift Station #3 Upgrade
30-000-360.0015
30-870-545.0000

(g) Ordinance to Amend the Water and Sewer Fund to Transfer Budgeted Funds to the Water and Sewer Maintenance Fund

Ms. Reaves presented and recommended adoption, by reference of the following ordinance. Councilmember Cheek moved, and Councilmember Burks seconded the motion to approve/adopt the following ordinance by reference. Councilmembers Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

**ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2025-2026**

WHEREAS The City of Asheboro wishes to move allocated funding in the 2025-2026 operating budget to the multi-year capital project fund called Water Sewer Maintenance Fund.

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

WHEREAS the City Council of the City of Asheboro wants to follow all generally accepted accounting principles.

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

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

<u>Account #</u>	<u>Description</u>	<u>Increase /</u> <u>(Decrease)</u>
30-820-516.0000	Maintenance & Repair Equipment	
	Lake Reese 2 raw water pumps	(500,000)
30-820-516.0000	Maintenance & Repair Pump Stations	
	Concrete pad for permanent secondary tank on Daves Mountain	(25,000)
30-820-545.0000	Contracted Services	
	Lake Bunch intake valve- phase 1	(100,000)
	North Plant Basin Rehab- phase 1	(100,000)
30-820-XXX.7800	TSF to water sewer maintenance fund	725,000
30-830-545.0000	Contracted Services	
	Concrete Rehab Primaries and Secondaries	(1,000,000)
	Replace NIT pump Station Valves	(500,000)
30-830-XXX.7800	TSF to water sewer maintenance fund	1,500,000
30-870-545.0000	Contracted Services	
	LS#17 I&I reduction- rehab wet well	(100,000)
	Manhole Rehab Project	(200,000)
	LS #30 James River/Presnell Street Lift Station and Force Main	(1,000,000)
	LS#23 Replace Force Main and Air Release Valves	(300,000)
30-870-XXX.7800	TSF to water sewer maintenance fund	<u>1,600,000</u>
		\$0

Adopted this 4th day of June 2026.

/s/W. Joseph Trogdon, Jr.
W. Joseph Trogdon Jr., Mayor

ATTEST:

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

13. Consideration of Proposals Received for Professional Construction Services for Stream Restoration at North Asheboro Park

Mr. Rhoney presented proposals received for professional construction services for stream restoration at North Asheboro Park. These proposals are from Backwater Environmental through the Piedmont Triad Regional Council and Piedmont Conservation Council, Inc. The city has applied for funding through these organizations in order to provide the necessary resources for stormwater control to improve water quality at Haskett's Creek.

The Osborne Company of North Carolina DBA BackWater Environmental will provide engineering and construction services to include oversight of construction within North Asheboro Park implementing a stream restoration project to include stormwater infrastructure throughout the park to restore a portion of Haskett's Creek. The contract for Piedmont Conservation Council, Inc. is for \$210,000 and the contract for Piedmont Triad Regional Council is for \$151,000 for a total contract amount of \$361,000.

Councilmember Burks moved, and Councilmember Pugh seconded the motion to proceed with the funding and allow Backwater Environmental to work with the Piedmont Conservation Council, Inc. and the Piedmont Triad Regional Council for services to restore Haskett's Creek. Councilmembers Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

14. Petition from Tomas, LLC Requesting the Contiguous Annexation of a Parcel of Land Containing 0.241 Acres Located at the Eastern Terminus of Springdale Lane

Mayor Trogdon opened the public hearing on the question of the annexation petition submitted by Tomas, LLC requesting annexation into the Asheboro primary city limits of approximately 0.241 acres of land located at the Eastern Terminus of Springdale Lane. City Engineer Michael Leonard, P.E., presented the staff's analysis of the annexation petition.

Mayor Trogdon invited comments from the public, and none were offered.

Councilmember Heath moved, and Councilmember Burks seconded the motion to approve/adopt the following ordinance by reference. Councilmembers Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

ORDINANCE NO. 32 ORD 6-26

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

ORDINANCE EXTENDING THE ASHEBORO CITY LIMITS
BY ANNEXING LAND
LOCATED AT THE END OF SPRINGDALE LANE

WHEREAS, in accordance with Section 160A-31 of the North Carolina General Statutes, Tomas, LLC, a North Carolina limited liability company, H.R. Gallimore, Jr. and Vickie H. Gallimore, and Harvey D. Gordon, III submitted a petition requesting the annexation into Asheboro of approximately 0.241 acres of the land located at the end of Springdale Lane; and

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

WHEREAS, on May 7, 2026, by means of a duly adopted resolution (Resolution Number 28 RES 5-26), the Asheboro City Council directed the city clerk to investigate the sufficiency of the annexation petition submitted by Tomas, LLC, a North Carolina limited liability company, H.R. Gallimore, Jr. and Vickie H. Gallimore, and Harvey D. Gordon, III and the city clerk has in fact certified the sufficiency of the referenced annexation petition; and

WHEREAS, pursuant to Asheboro City Council Resolution Number 29 RES 5-26, a legal notice was published on May 21, 2026, in *The Courier-Tribune*, a newspaper with general circulation in the City of Asheboro, announcing that a public hearing to consider the adoption of an ordinance annexing the described territory into the City of Asheboro would be held during the city council's next regular meeting, which was scheduled to begin at 6:00 p.m. on June 4, 2026 in the council chamber on the second floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203; and

WHEREAS, the public hearing was held, as advertised, on June 4, 2026; and

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

WHEREAS, the city council has concluded that the annexation petitions were not submitted under subsection (b1) or subsection (j) of Section 160A-31 of the North Carolina General Statutes; and

WHEREAS, the city council has also concluded that the annexation petitions meet the requirements of Section 160A-31 of the North Carolina General Statutes and that public health, safety, and welfare concerns within the City of Asheboro and the area proposed for annexation will be best addressed by annexing the territory described in Section 1 of this Ordinance.

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

Section 1. By virtue of the authority granted in Section 160A-31 of the North Carolina General Statutes, the following described non-contiguous territory is annexed, attached to, and hereby becomes a part of the City of Asheboro, North Carolina:

Asheboro Township, Randolph County, North Carolina:

BEGINNING at a ½ inch Iron Rod in the current eastern terminus of Springdale Lane, having North Carolina Grid Coordinates of Northing 716,648.69 US survey feet and Easting 1,753,148.86 US survey feet (NAD 83 (2011) Datum, said also being the northern line of Lot 3 of Dogwood Park subdivision, as recorded in Plat Book 196, Page 29 in the Office of the Register of Deeds of Randolph County, North Carolina; thence along the current end of Springdale Lane North 01°55'05" East a distance of 40 feet to a Computed Point at the eastern end of the northern right of way line of Springdale Lane, also being in the southern line of Harvey D. Gordon, III, as recorded in Deed Book 2133, Page 957 of said Registry; thence along the southern line of said Gordon and H.R. and Vickie Gallimore (Deed Book 1932, Page 1846), and crossing the Right of Way of Corwith Street (an unopened private street) South 88°05'39" East a distance of 264.39 feet to a Computed Point in the eastern Right of Way line of Corwith Street, said point being the northeastern terminus of the Right of Way herein described, and also being in the western line of H.R. & Vickie Gallimore (Deed Book 1932, Page 1849); thence with the western line of Gallimore South 08°35'04" West a distance of 20.02 feet to a 1 inch Iron Pipe, a common corner of said Gallimore and Tomas, LLC (Deed Book 3007, Page 1228), said point also being in the northern line of Lot 7 of Dogwood Park (Plat Book 196, Page 29); thence continuing with the northern line of said Lot 7 South 08°35'04" West a distance of 20.31 feet to a 1 inch Iron Pipe, the southeastern terminus of the Right of Way herein described; thence continuing with said Right of Way, Tomas, LLC (Deed Book 3007, Page 1228), and the northern line of Lots 3 through 7 of Dogwood Park (Plat Book 196, Page 29), the following five (5) Bearings and Distances; North 88°04'55" West a distance of 46.52 feet to a 1/2" Iron Rod; North 88°04'55" West a distance of 60.00 feet to a 1/2" Iron Rod; North 88°04'55" West a distance of 60.00 feet to a 1/2" Iron Rod; North 88°04'55" West a distance of 60.00 feet to a 1/2" Iron Rod; North 88°04'55" West a distance of 33.19 feet to a 1/2" Iron Rod, the Point and Place of BEGINNING, and containing a total area to be dedicated of 0.241 Acres.

The above legal description was prepared based on a plat of survey by Aaron Carter, PLS (North Carolina Professional Land Surveyor License Number L-5519) of Summey Engineering Associates, PLLC, entitled "Right of Way Dedication Plat for Tomas, LLC", and is identified as Job # 2201364.

The plat of survey referenced in the immediately preceding paragraph is recorded in Plat Book 197, Page 79, Randolph County Registry.

Section 2. Upon and after June 4, 2026, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheboro and shall be entitled to the same privileges and benefits as other parts of the City of Asheboro. The above-described territory shall be subject to municipal taxes according to Section 160A-58.10 of the North Carolina General Statutes.

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

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

Section 5. This Ordinance shall be in full force and effect upon and after June 4, 2026.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on June 4, 2026.

/s/W. Joseph Trogdon, Jr.
W. Joseph Trogdon, Jr., Mayor

ATTEST:

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

Approved as to form:

/s/Thomas D. Carruthers
Thomas D. Carruthers, City Attorney

15. Annual Report for the Airport Authority of Asheboro Regional Airport

Mr. Leonard presented the annual report for the airport authority of Asheboro Regional Airport. No formal action was taken by the council during this portion of the meeting.

A copy of the report is on file in the city clerk's office and the city's engineering department.

16. Upcoming Events and Items Not on the Agenda

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

17. Closed Session

Pursuant to North Carolina General Statutes Section 143-318.11(a)(6), Councilmember Burks moved, and Councilmember Pugh seconded the motion to go

into closed session to discuss the performance evaluation of the city manager. Councilmembers Burks, Cheek, Heath, Mills, Pugh, Skeen, and Swiers voted aye. There were no dissenting votes.

18. Return to Open Session

At approximately 10:45 p.m. the council returned to open session.

There being no further business, the meeting was adjourned at 10:45 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

W. Joseph Trogdon, Jr., Mayor

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on June 2, 2026

The Asheboro ABC Board met on Monday, June 2, 2026, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC. Present at the meeting were Chairman Steve Knight, Board Member Bob Morrison, Board Member Curtis Shipley and General Manager Amy Welch (GM). A quorum being present, the Chair called the meeting to order for the transaction of business and business transacted as follows:

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

Board Minutes from the May 5, 2026, meeting were reviewed and approved by the Board.

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

Budget Hearing (18B-702): Board members acknowledged receipt of the Budget Message and Proposed Budget for Fiscal Year 2026-2027. The GM confirmed public notice of the Board's June 2, 2026, budget hearing was submitted to the media as required by 18B-702(e). No members of the public attended the Budget Hearing.

The Board reviewed the Proposed Budget for Fiscal Year 2026-2027. Contributions to the City of Asheboro will continue at \$20,000 per month with additional distributions as excess capital permits. The budget includes a 5% maximum merit raise based on employee performance. Upon motion by Board Member Morrison, the Board approved the budget (a copy of which is attached hereto and incorporated herein by reference as Asheboro ABC Board Budget for Fiscal Year 2026-2027).

The Board discussed and upon motion by Board Member Shipley, approved the Board meeting schedule for fiscal year 2026-2027.

After review of current Board finances, the Chair moved to disburse an additional \$400,000 in excess capital to the City of Asheboro. The Board approved the motion.

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

1. Asheboro ABC sales statistics comparing:
 - May 2026 sales with the previous month indicate:
 - An overall +7.2% change (all sales and tax collections)
 - May 2026 sales with sales from the same month last year indicate:
 - Retail Sales -6.3%
 - Mixed Beverage Sales: -5.0%
 - Sales Tax Collections: -6.3%

- Overall Collections: -6.11%
- May 2026 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +1.0%
 - Mixed Beverage Bottle Sales: +3.7%
 - Overall Bottle Sales: +1.3%

The next regular Asheboro ABC Board meeting will be held Tuesday, July, 7, 2026, at 5:30 p.m.

There being no further business, the meeting was adjourned.

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

Aj Welch 7/7/26
GM

Stephen R Knight .
Clerk
Robert Morrison

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2026-2027

WHEREAS, equipment and vehicle purchases were made in the 2025-2026 fiscal year but due to a variety of factors, goods were not received by June 30, 2026.

WHEREAS, the 2025-2026 fiscal year budget needs to be closed, and the encumbrances rolled over into 2026-2027.

WHEREAS, the encumbrances to be rolled to 2026-2027 are for Fire Department Trench equipment for \$184,529 ordered February 2026 and a Street Department vehicle for \$102,914 ordered October 2025.

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

WHEREAS the City Council of the City of Asheboro wants to follow all generally accepted accounting principles.

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

That the following revenue line item be increased:

<u>Account #</u>	<u>Description</u>	<u>Increase</u>
10-000-399.0000	Fund Balance Allocation	287,443

That the following expense line item increased:

<u>Account #</u>	<u>Description</u>	<u>Increase</u>
10-530-534.0000	Other Supplies & Materials	82,979
10-530-560.0000	Small Equipment	52,385
10-530-574.0000	Capital Outlay	49,165
10-565-574.0000	Capital Outlay	102,914
		<u>\$287,443</u>

Adopted the 6th day of August 2026.

W. Joseph Trogon Jr., Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

**ORDINANCE TO AMEND THE SEAGROVE ULAH INFRASTRUCTURE
IMPROVEMENT FUND
FY 2026-2027**

WHEREAS, the City Council approved an agreement between Asheboro and Randolph County establishing a long-range water and sewer infrastructure plan for the eastern portions of the County on April 9, 2026;

WHEREAS, pursuant to paragraph 4, improvements and upgrades to wastewater are needed; The County will fund these changes;

WHEREAS, On July 9, 2026, the City Council of the City of Asheboro approved the Seagrove Ulah Infrastructure Improvement Fund to account for revenues and expenditures associated with this project.

WHEREAS, Randolph County has approved and agreed to reimburse the City of Asheboro to make improvements for the Seagrove Ulah Water District water and sewer systems.

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

WHEREAS the City Council of the City of Asheboro wants to follow all generally accepted accounting principles.

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

That the following revenue line item be increased:

<u>Account</u>	<u>Description</u>	<u>Increase</u>
58-000-335.0021-58	Contribution from Randolph County	\$1,210,000

Section 4. The following expenditures are expected in this fund:

<u>Line Item</u>	<u>Description</u>	<u>Appropriated Amount</u>
58-000-450.0000-58	Administration	90,000
58-000-516.0000-58	Maintenance & Repair- Equipment	785,000
58-000-545.0000-58	Contracted Services	335,000
		\$1,210,000

Adopted this 6th day of August 2026

W. Joseph Trogdon Jr., Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION APPOINTING STEPHEN R. KNIGHT TO A NEW
THREE-YEAR TERM OF OFFICE ON THE ASHEBORO ABC BOARD
AND CONFIRMING HIS CONTINUING DESIGNATION AS
CHAIR OF THE ASHEBORO ABC BOARD**

WHEREAS, the Asheboro ABC Board (the “Board”) consists of three members that are appointed by the Asheboro City Council (the “Council”); and

WHEREAS, when the Council made the initial appointments to the Board, Stephen R. Knight was appointed to a three-year term of office that began on August 12, 2008, and the Council subsequently reappointed Mr. Knight to the Board for five additional three-year terms of office in 2011, 2014, 2017, 2020, and 2023, respectively; and

WHEREAS, on September 8, 2022, the Council designated Stephen R. Knight to serve as Board Chair; and

WHEREAS, on July 13, 2023, the Council confirmed Stephen R. Knight to continue serving as Board Chair; and

WHEREAS, in August 2026, Stephen R. Knight will complete his fifth three-year term of office on the Board; and

WHEREAS, throughout Mr. Knight's terms of service, the Board has consistently performed its duties in a very efficient and professional manner; and

WHEREAS, the Council believes that it is in the best interest of the Asheboro ABC system and the city to reappoint Stephen R. Knight to the Asheboro ABC Board for another three-year term of office and to continue his designation as Board Chair; and,

WHEREAS, Stephen R. Knight has expressed a willingness to continue his service on the Board.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, effective August 12, 2026, Stephen R. Knight is reappointed to the Asheboro ABC Board for another three-year term of office.

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, effective August 12, 2026, the continuing validity of the designation of Stephen R. Knight as Chair of the Asheboro ABC Board is confirmed.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting on August 6, 2026.

W. Joseph Trogon, Jr, Mayor

ATTEST

Holly H. Doerr CMC, NCCMC, City Clerk

NORTH CAROLINA

FIRE PROTECTION AUTOMATIC AID AGREEMENT

RANDOLPH COUNTY

THIS FIRE PROTECTION AUTOMATIC AID AGREEMENT (the "Agreement"), which is made and entered into as of the date of the last signature found on the signature page for this instrument (such date shall be the "Effective Date"), is by and between the CITY OF ASHEBORO, a North Carolina municipal corporation with its own fire department, (this municipal fire department shall be hereinafter referred to as the "AFD") and the WESTSIDE VOLUNTEER FIRE AND RESCUE DEPARTMENT, INC., a North Carolina non-profit corporation with its principal office located in Randolph County, North Carolina, (hereinafter referred to as the "WVFD").

WITNESSETH:

WHEREAS, the AFD and WVFD desire to participate in Automatic Aid; and

WHEREAS, the AFD and WVFD desire to provide the highest level of fire protection possible to their respective fire districts, along with the lowest possible ISO public protection classification ratings; and

WHEREAS, both municipalities, by and through their respective fire departments, desire to enter into this Agreement whereby Automatic Aid assistance as described herein will be provided for all structure fire calls.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

Section 1. Automatic Aid assistance will be provided within both the Asheboro Fire District and WVFD Fire District in furtherance of the purpose of this Agreement to provide for mutual cooperation between the AFD and WVFD in accordance with a pre-determined plan specified in written Automatic Aid dispatch protocols maintained and utilized by the Randolph County Communications Center.

Section 2. The Automatic Aid department shall be dispatched with the initial alarm to all structure fires within the fire district receiving assistance in accordance with the above-referenced Automatic Aid dispatch protocols.

Section 3. The Automatic Aid assistance provided by the AFD and WVFD will be comprised of apparatus with personnel.

Section 4. When providing Automatic Aid under the terms of this Agreement, each party shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The

responding party shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.

Section 5. Each party to this Agreement shall assume all costs of salaries, wages, bonuses, or other compensation for its own personnel that respond for duty under the terms of this Agreement.

Section 6. Each party to this Agreement shall also assume all costs involving the use of apparatus, equipment, and tools used in providing Automatic Aid and shall make no charge for such use to the party receiving assistance.

Section 7. Pursuant to Section 58-83-1 of the North Carolina General Statutes, when a party to this Agreement sends firefighters and apparatus beyond the territorial limits normally served by the fire department providing Automatic Aid, members and employees of the municipal fire department providing the Automatic Aid shall have all authority, rights, privileges, and immunities, including coverage under the Workers' Compensation Laws, as they have when responding to a call and while working at a fire or other emergency inside the territorial limits normally served by the municipal fire department providing the Automatic Aid.

Section 8. Both the AFD and WVFD will work with the Randolph County Communications Center to maintain accurate information pertaining to this Agreement.

Section 9. This Agreement shall terminate on June 30th of each year and shall automatically renew for an additional year. Any party may, at any time, terminate this Agreement upon a 60-day written notice to the other party.

Section 10. All prior contracts executed between the parties are terminated.

[The remainder of this page has been intentionally left blank.]

Signature blocks are on the next page.]

CITY OF ASHEBORO,
a North Carolina Municipal Corporation

By: _____
W. Joseph Trogon, Jr., Mayor

Date: _____

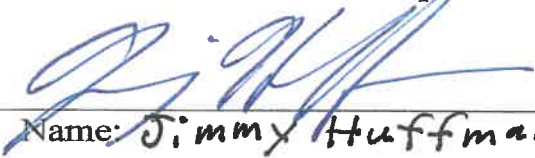
ATTEST:

Holly H. Doerr, CMC, NCCMC
City Clerk

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

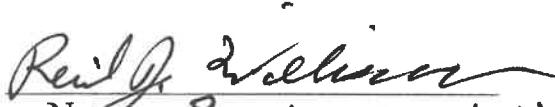
By: _____
Deborah P. Reaves, Finance Officer
City of Asheboro, North Carolina

WESTSIDE VOLUNTEER FIRE AND RESCUE
DEPARTMENT, INC.,
a North Carolina Non-Profit Corporation

By:  _____
Name: Jimmy Huffman, President

Date: 7/24/2026

WITNESS:

 _____
Name: Cecil J. Williamson
Position: Chief

LEGEND

TEXT

IRP ~ Retaining Iron Pipe
 RRP ~ Retaining Red Rock
 NRP ~ New Iron Pipe
 CP ~ Computed Point
 TMB ~ Temporary Bench Mark
 R ~ Radius
 Ch ~ Chord Distance
 P/L ~ Property Line
 R/W ~ Right-of-Way
 C ~ Centerline
 D.B. ~ Deed Book
 P.B. ~ Plat Book
 Pg. ~ Page
 YI ~ Yard Inlet
 RCP ~ Reinforced Concrete Pipe
 W ~ Ductile Iron Pipe
 CMP ~ Corrugated Metal Pipe

SYMBOLS

○ Retaining Iron Pipe
 ● Retaining Red Rock or Angle Iron
 ● New Iron Pipe
 ● Right of Way Monument
 ● Computed Point
 ● Utility Pole

LINETYPES

--- PIN / Deed Line
 --- Right-of-Way
 --- Adjoining Property

Line Table

Line #	Length	Direction
L1	58.31	S35° 58' 25"W
L2	102.31	S70° 38' 32"E
L3	33.90	S37° 41' 32"E
L4	162.71	S42° 14' 34"W
L5	43.45	S38° 41' 34"W
L6	53.24	N70° 07' 56"W
L7	23.56	N10° 43' 30"W
L8	101.22	N12° 31' 54"W
L9	105.77	N14° 37' 57"W
L10	201.53	N13° 08' 40"W
L11	56.39	N10° 37' 48"E
L12	30.53	N10° 11' 30"E
L13	103.38	N10° 31' 21"E
L14	100.56	N10° 38' 47"E
L15	96.87	N10° 31' 34"E
L16	99.61	N11° 58' 21"E
L17	114.16	N21° 08' 45"E
L18	129.83	N34° 58' 24"E
L19	174.45	N28° 17' 12"E
L20	83.24	N33° 38' 07"E
L21	287.68	N44° 11' 40"E
L22	251.18	N3° 28' 01"E
L23	18.44	S89° 57' 37"W
L24	11.05	N73° 34' 38"W
L25	75.15	N72° 15' 24"W
L26	170.15	S72° 18' 07"E
L27	162.04	S13° 38' 16"W
L28	248.10	S19° 37' 20"W
L29	274.31	S13° 38' 07"W
L30	339.86	S13° 45' 28"W
L31	106.19	S89° 34' 00"E
L32	202.33	N61° 21' 07"W
L33	44.38	N27° 42' 07"E
L34	133.68	S67° 08' 51"E
L35	82.51	S52° 38' 00"E
L36	65.42	S58° 22' 50"E

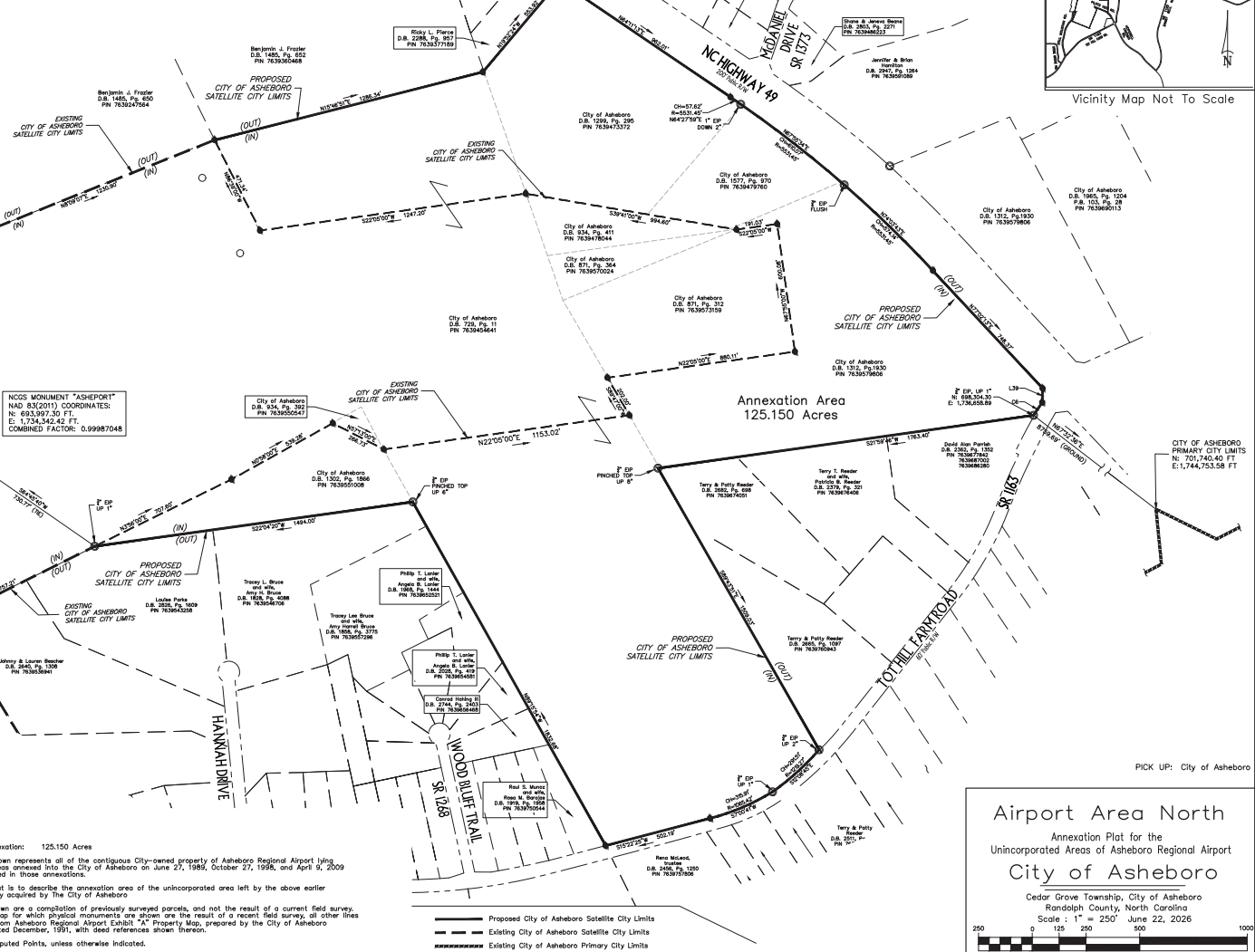
Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length
C1	72.38	1346.82	S58° 10' 53"E	72.34
C2	142.47	830.11	N10° 38' 52"E	142.59
C3	241.36	318.68	N24° 48' 51"E	235.64
C4	140.87	435.75	N15° 02' 28"E	140.21
C5	102.63	551.01	N14° 44' 10"E	85.49
C6	87.35	551.01	S87° 37' 37"W	76.68

Parcels in Annexation on This Sheet

PIN	Deed Reference
7639473372	D.B. 1299, Pg. 205
7639473373	D.B. 1299, Pg. 206
7639473374	D.B. 1312, Pg. 830
7639473375	D.B. 1302, Pg. 866

* Portion already annexed



Annexation Ordinance Adopted by the Asheboro City Council On:

To Be Effective On:

State of North Carolina
County of Randolph

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

Review Officer

Date

I, Thomas Scaramastra, certify that this plot was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book AS, Page SHOWN), that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS, Page SHOWN, that the North Carolina Real Time Network was used to perform this GPS/GNSS survey. Class of Survey: Adu, Positional Accuracy: 0.02", Field Survey Dates: 4/24/2026 through 5/9/2026, NAD 83(2011) datum, Combined Factor 0.999987048; that this plot was prepared in accordance with G. S. 47-30 as amended; that this plot was prepared in accordance with G. S. 47-30 section f-11-e-1, (survey of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision).

Witness my original signature, and Seal this day of A.D. 2026.

Professional Surveyor

License Number L-4421

NOTES

- Total Area in Proposed Annexation: 125.150 Acres
- The Area to be annexed shown represents all of the contiguous City-owned property of Asheboro Regional Airport lying north and east of the area annexed into the City of Asheboro on June 27, 1986, October 27, 1996, and April 8, 2009 and which was not included in those annexations.
- The sole purpose of this plot is to describe the annexation area of the unincorporated area left by the above earlier annexations, or subsequently acquired by the City of Asheboro.
- The property boundaries shown are a compilation of previously surveyed parcels, and not the result of a current field survey. Only the portions of this map for which physical monuments are shown are the result of a recent field survey; all other lines are based on data taken from Asheboro Regional Airport Exhibit "A" Property Map, prepared by the City of Asheboro Engineering Department, dated December, 1991, with deed references shown thereon.
- All corners shown are Computed Points, unless otherwise indicated.
- This property is subject to any Easements, Agreements, or Rights-of-Way of record prior to this date and not visible at the time of inspection.
- This survey was prepared without the benefit of a legal title search, and is subject to any facts an accurate title search may disclose.

Airport Area North

Annexation Plot for the
Unincorporated Areas of Asheboro Regional Airport
City of Asheboro

Cedar Grove Township, City of Asheboro
Randolph County, North Carolina

Scale: 1" = 250' June 22, 2026

Surveyed and Mapped By
Thomas Scaramastra, PLS
City of Asheboro Engineering Dept.
146 N. Church St.
Asheboro, North Carolina 27203
Ph: (336) 626-1200

Job # 18-038

LEGEND

TEXT

IRP ~ Retaining Iron Pipe
 IRP ~ Retaining Iron Pipe
 NP ~ New Iron Pipe
 CP ~ Computed Point
 TM ~ Temporary Bench Mark
 R ~ Radius
 Ch ~ Chord Distance
 P/L ~ Property Line
 R/W ~ Right-of-Way
 C ~ Centerline
 D.B. ~ Deed Book
 P.B. ~ Plat Book
 Pg. ~ Page
 YI ~ Yard Inlet
 RCP ~ Reinforced Concrete Pipe
 I ~ Ductile Iron Pipe
 CMP ~ Corrugated Metal Pipe

SYMBOLS

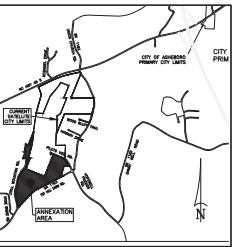
○ Retaining Iron Pipe
 ● Retaining Iron Rod or Angle Iron
 ○ New Iron Pipe
 ○ Right of Way Monument
 ○ Computed Point
 ○ Utility Pole

LINETYPES

--- PIN / Deed Line
 --- Right-of-Way
 --- Adjoining Property

Line #	Length	Direction
L1	56.31	S35° 56' 25" W
L2	102.31	S70° 38' 32" E
L3	53.90	S37° 40' 32" E
L4	102.71	S42° 14' 34" E
L5	83.65	S38° 41' 34" W
L6	53.24	N70° 00' 56" W
L7	23.96	N10° 43' 38" W
L8	10.22	N10° 31' 54" W
L9	100.77	N14° 37' 57" W
L10	201.53	N13° 00' 49" W
L11	58.56	N10° 31' 48" E
L12	36.53	N10° 17' 32" E
L13	103.38	N10° 31' 21" E
L14	96.87	N10° 31' 24" E
L15	96.87	N10° 31' 24" E
L16	114.16	N20° 00' 45" E
L17	129.93	N34° 59' 24" E
L18	174.68	N30° 17' 12" E
L19	83.54	N33° 38' 57" E
L20	287.68	N44° 11' 45" E
L21	251.18	N40° 28' 01" E
L22	18.44	S85° 57' 37" W
L23	11.00	N7° 34' 28" W
L24	16.15	N10° 10' 34" W
L25	170.15	S72° 18' 57" E
L26	162.04	S13° 36' 16" W
L27	248.10	S13° 37' 29" W
L28	274.31	S10° 38' 10" W
L29	239.86	S13° 40' 25" W
L30	106.18	S89° 34' 00" E
L31	202.33	N61° 21' 00" W
L32	44.36	N42° 40' 07" E
L33	133.68	N40° 40' 07" E
L34	82.51	S22° 38' 00" E
L35	85.42	S58° 22' 50" E

Curve #	Length	Radius	Chord Direction	Chord Length
C1	72.35	1346.82	S28° 10' 53" E	72.34
C2	143.47	830.11	N10° 28' 51" E	143.39
C3	241.36	318.48	N24° 48' 51" E	238.44
C4	140.87	430.75	N10° 02' 28" E	140.21
C5	102.53	50.21	N14° 44' 10" E	85.49
C6	87.35	50.01	S89° 57' 37" W	76.66



Vicinity Map Not To Scale

Annexation Ordinance Adopted by the Asheboro City Council On:

To Be Effective On:

State of North Carolina
County of Randolph

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

Review Officer

Date

I, Thomas Scaramastro, certify that this plot was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book AS, Page 31028N); that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS, Page 31028N; that the North Carolina Real Time Network was used to perform this GPS/2003 survey; Class of Survey AA, Positional Accuracy 0.03, Field Survey Dates 4/24/2026 through 5/9/2026, NAD 83(2011) Datum, Combined Factor 0.999997048; that this plot was prepared in accordance with G. S. 47-30 as amended; that this plot was prepared in accordance with G. S. 47-30 section F-11-c-1, (survey of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision).

Witness my original signature, and Seal this _____ day of _____ A.D. 2026.

Professional Surveyor
License Number L-4421

NOTES

- Total Area in Proposed Annexation: 116.634 Acres
- The Area to be annexed shown represents all of the contiguous City-owned property of Asheboro Regional Airport lying south and west of the area annexed into the City of Asheboro on June 27, 1988, October 27, 1988, and April 6, 2009 and which was not included in those annexations.
- The sole purpose of this plot is to describe the annexation area of the unincorporated area left by the above earlier annexations, or subsequently acquired by the City of Asheboro.
- The property boundaries shown are a compilation of previously surveyed parcels, and not the result of a current field survey. Only the portions of this map for which physical monuments are shown are the result of a recent field survey, all other lines are based on data taken from Asheboro Regional Airport Exhibit "A" Property Map, prepared by the City of Asheboro Engineering Department, dated December, 1991, with deed references shown thereon.
- All corners shown are Computed Points, unless otherwise indicated.
- This property is subject to any Easements, Agreements, or Rights-of-Way of record prior to this date and not visible at the time of inspection.
- This survey was prepared without the benefit of a legal title search, and is subject to any facts an accurate title search may disclose.

--- Proposed City of Asheboro Satellite City Limits
 --- Existing City of Asheboro Satellite City Limits
 --- Existing City of Asheboro Primary City Limits

Airport Area South

Annexation Plot for the
Unincorporated Areas of Asheboro Regional Airport

City of Asheboro

Cedar Grove Township, City of Asheboro
Randolph County, North Carolina

Scale: 1" = 250' June 22, 2026

Surveyed and Mapped By
Thomas Scaramastro, PLS
City of Asheboro Engineering Dept.
146 N. Church St.
Asheboro, North Carolina 27203
Ph: (336) 626-1200

Job # 18-038

250 0 125 250 500 1000

Parcels in Annexation on This Sheet
PIN Deed Reference

1.	7639229344	D.B. 871, Pg. 138
2.	7639229345	D.B. 871, Pg. 138
3.	7639229346	D.B. 871, Pg. 138
4.	7639229347	D.B. 871, Pg. 138
5.	7639229348	D.B. 871, Pg. 138
6.	7639229349	D.B. 871, Pg. 138
7.	7639229350	D.B. 871, Pg. 138
8.	7639229351	D.B. 871, Pg. 138
9.	7639229352	D.B. 871, Pg. 138
10.	7639229353	D.B. 871, Pg. 138

* Portion already annexed

PICK UP: City of Asheboro

LEGEND

TEXT

RP ~ Existing Iron Pipe
 RB ~ Existing Iron Rod
 NP ~ New Iron Pipe
 CP ~ Computed Point
 TM ~ Temporary Bench Mark
 R ~ Radius
 Ch ~ Chord Distance
 P/L ~ Property Line
 R/W ~ Right-of-Way
 S ~ Centerline
 D.B. ~ Deed Book
 P.B. ~ Plat Book
 Pg. ~ Page
 YI ~ Yard Inlet
 RCP ~ Reinforced Concrete Pipe
 RI ~ Rusted Iron Pipe
 CRP ~ Corrugated Metal Pipe

SYMBOLS

○ Existing Iron Pipe
 ● Existing Iron Rod or single line
 ○ New Iron Pipe
 ○ Right of Way Monument
 ○ Computed Point
 ○ Utility Pole

LINE TYPES

--- PIN / Deed Line
 --- Right-of-Way
 --- Adjacent Property

Annexation Ordinance Adopted by the Asheville City Council On:

To Be Effective On:

State of North Carolina
County of Randolph

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

Review Officer

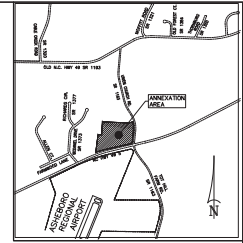
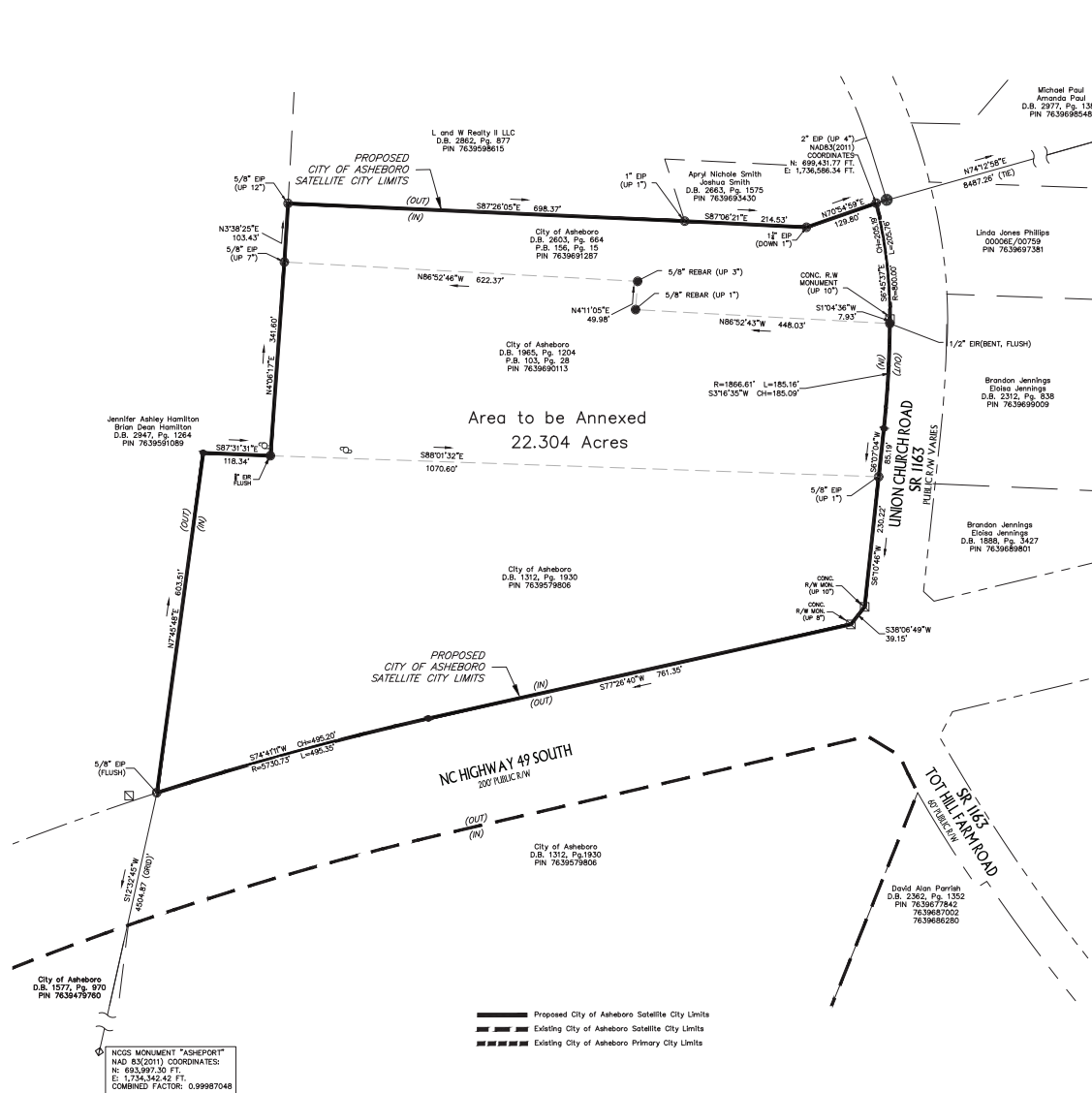
Date

I, Thomas Scaramastra, certify that this plot was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book AS, Page 38088); that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS, Page 38088; that the North Carolina Real Time Network was used to perform this GPS/ONSS survey. Class of Survey AA, Positional Accuracy 0.03", Field Survey Dates 4/24/2026 through 5/8/2026, NAD 83(2011) Datum, Combined Factor 0.99997048; that this plot was prepared in accordance with G. S. 47-30 as amended; that this plot was prepared in accordance with G. S. 47-30 section F-11-c-1, (survey of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision).

Witness my original signature, and Seal this _____ day of _____ A.D. 2026.

Professional Surveyor
License Number L-4421

Parcels in Annexation on This Sheet			
PIN	Deed Reference		
7639578906	D.B. 1312, Pg. 1930		
7639691287	D.B. 2603, Pg. 664		



NOTES

- Total Area in Proposed Annexation: 22.304 Acres
- The Area to be annexed shown represents all of the City-owned property of Asheville Regional Airport lying north NC Highway 49 South.
- The sole purpose of this plot is to describe the annexation area of the area shown into the corporate limits of the City of Asheville.
- The property boundaries shown are a compilation of current and previously surveyed parcels. All portions of this map for which physical monuments are shown are the result of a current field survey.
- All corners shown are Computed Points, unless otherwise indicated.
- This property is subject to any Easements, Agreements, or Right-of-Way of record prior to this date and not visible at the time of inspection.
- This survey was prepared without the benefit of a legal title search, and is subject to any facts an accurate title search may disclose.

Airport Accessory Area

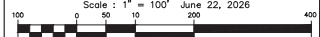
Annexation Plat for the
Incorporated Areas of Asheville Regional Airport

City of Asheville

Cedar Grove Township, City of Asheville

Randolph County, North Carolina

Scale: 1" = 100' June 22, 2026



Surveyed and Mapped By

Thomas Scaramastra, PLS

City of Asheville Engineering Dept.

146 N. Church St.

Asheville, North Carolina 27203

Job # 18-039

Ph: (336) 626-1200

ORDINANCE NO. _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AN ORDINANCE TO ANNEX CITY-OWNED REAL PROPERTY THAT
IS NOT CONTIGUOUS TO THE EXISTING PRIMARY
MUNICIPAL BOUNDARIES**

WHEREAS, on July 9, 2026, in accordance with Section 160A-58.7 of the North Carolina General Statutes, the Asheboro City Council adopted a resolution (Resolution Number -----) stating the governing board's intent to annex into the municipality approximately 264 acres of land in three areas, containing 18 parcels of land that surround the Asheboro Regional Airport; and

WHEREAS, area one is denoted as Airport Accessory Area and contains approximately 22.304 acres located north of NC Highway 49 South and west of Union Church Road, which is identified by Randolph County Parcel Identification Numbers 7639579806, 7369690113 and 7639691287; and

WHEREAS, area two is denoted as Airport Area North and contains approximately 125.150 acres located south of NC Highway 49 South and west of Tot Hill Farm Road, adjacent to and north of the Asheboro Regional Airport, which is identified by Randolph County Parcel Identification Numbers 7639473372, 7369479760, 7639579806, 7639454641 (the unannexed portion), 7639551008 and 7639550547; and

WHEREAS, area three is denoted as Airport Area South and contains approximately 116.634 acres located north of Tot Hill Farm Road, adjacent to and south of the Asheboro Regional Airport, which is identified by Randolph County Parcel Identification Numbers 7639229344, 7639312766, 7639219308, 7639205494, 7639412973 (the unannexed portion), 7639229805, 7639239157, 7639239453 and 7639332815 ; and

WHEREAS, after the publication of the required public hearing notice in *The Courier-Tribune* on July 23, 2026, the public hearing on the proposed annexation into Asheboro's satellite municipal boundaries of the city-owned land described in Section 1 of this Ordinance was held in the council chamber at Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203, during a regular city council meeting that began at 7:00 p.m. on Thursday, August 6, 2026; and

WHEREAS, the Asheboro City Council finds that the area for which annexation is proposed meets the standards of Section 160A-58.1(b) of the North Carolina General Statutes, as follows:

- a. The nearest point on the proposed satellite corporate limits line is not more than three miles from the primary corporate limits line of the City of Asheboro;
- b. No point on the proposed satellite corporate limits line is closer to the primary corporate limits line of another municipality than to the primary corporate limits line of the City of Asheboro;
- c. The area described in Section 1 of this Ordinance is situated in a manner that enables the City of Asheboro to provide the same services within the proposed satellite corporate limits that the city provides within the primary corporate limits;
- d. No subdivision, as defined in Section 160A-376 of the North Carolina General Statutes, will be fragmented by this proposed annexation; and

WHEREAS, the Asheboro City Council further finds that the proposed annexation of the area described is in the public interest.

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

Section 1. By virtue of the authority granted by Section 160A-58.7 of the North Carolina General Statutes, the following described property, which is owned by the City of Asheboro and is not contiguous with Asheboro's existing primary corporate limits, is hereby annexed and made part of the City of Asheboro, effective immediately:

Airport Accessory Area

Cedar Grove Township, Randolph County, North Carolina:

BEGINNING at a 2 inch Existing Iron Pipe, in the western Right of Way of Union Church Rd (State Road #1163), having North Carolina Grid Coordinates of Northing 699,431.77 US survey feet and Easting 1,736,586.34 US survey feet, said point also being a corner of the Proposed City of Asheboro Satellite City Limits, and lying being South 74°12'58" West a distance of 8487.26 feet from a corner of the Primary City Limits of the City of Asheboro having North Carolina Grid Coordinates of Northing 701,740.40 US survey feet and Easting 1,744,753.58 US survey feet, thence following the western edge of said Right of Way and the Proposed Satellite City Limits the following five (5) bearings and distances:

*along a curve to the right having a chord bearing of South 06°45'37" East,
a chord distance of 205.19 feet, and a radius of 800.00 feet
to a Concrete Right of Way Monument;*

*South 01°04'36" West a distance of 7.93 feet to an Existing 1/2 inch Iron Rod;
along a curve to the right having a chord bearing of South 03°16'35" West,
a chord distance of 185.09 feet, and a radius of 1866.61 feet
to a Computed Point;*

*South 06°07'04" West a distance of 85.19 feet to a 5/8 inch Existing Iron Pipe;
South 06°10'46" West a distance of 230.22 feet to a Concrete Right of Way
Monument located on the northwestern corner of the intersection of Union
Church Road and NC Highway 49 South;*

thence South 38°06'49" West a distance of 39.15 feet to a Concrete Right of Way Monument also located on the northwestern corner of the intersection of Union Church Road and NC Highway 49 South; thence along the northern Right of Way of NC Highway 49 South, South 77°26'40" West a distance of 761.35 feet to a Computed Point, thence, along a curve to the left having a chord bearing of South 74°41'11" West, a chord distance of 495.20 feet, and a radius of 5730.73 feet to a 5/8 inch Existing Iron Pipe, being the southeastern corner of Jennifer Ashley Hamilton and Brian Dean Hamilton (Deed Book 2947, Page 1264), and also being the southwestern corner of the City of Asheboro (Deed Book 1312, Page 1930); thence continuing with the common line of Hamilton and the City of Asheboro North 07°45'48" East a distance of 603.51 feet to a Computed Point; thence continuing along said common line South 87°31'31" East a distance of 118.34 feet to a 5/8 inch Existing Iron Rod, said point also being a common corner of said Hamilton Property, in the northern line of the City of Asheboro, and being the southwestern corner of another City of Asheboro parcel (Deed Book 1965, Page 1204); thence continuing with the common line of Hamilton and the City of Asheboro North 04°06'17" East a distance of 341.60 feet to a 5/8 inch Existing Iron Pipe, the northwestern corner of the aforesaid City of Asheboro parcel, and the southwestern corner of another City of Asheboro parcel (Deed Book 2604, Page 664); thence continuing with Hamilton and the City of Asheboro North 03°38'25" East a distance of 103.43 feet to a 5/8 inch Existing Iron Pipe, a common corner of Hamilton, the City of Asheboro, and being the southwestern corner of L and W Realty II LLC (Deed Book 2862, Page 877); thence following along the common line of L and W Realty II LLC and the City of Asheboro South 87°26'05" East a distance of 698.37 feet to a 1 inch Existing Iron Pipe, being a corner of the L and W Realty II LLC and the

southwestern corner of Apryl Nichole Smith and Joshua Smith (Deed Book 2663, Page 1575), following along the common line of aforesaid Smith Property and the City of Asheboro, South 87°06'21" East a distance of 214.53 feet to a 1-1/2 inch Existing Iron Pipe, a common corner of Smith and the City of Asheboro, thence continuing along the common line of Smith and the City of Asheboro North 70°54'59" East a distance of 129.80 feet to a 2 inch Existing Iron Pipe, the Point and Place of BEGINNING, containing a total area to be annexed of 22.304 Acres.

The above legal description was prepared based on a plat of survey by Thomas Scaramastra, PLS (North Carolina Professional Land Surveyor License Number L-4421), entitled "Annexation Plat for: Airport Accessory Area", and is identified as Job # 18-039.

Airport Area North

Cedar Grove Township, Randolph County, North Carolina:

BEGINNING at a 3/4 inch Iron Pipe in the western right-of-way of Tot Hill Farm Road (State Road #1163), a corner of the City of Asheboro property as recorded in Deed Book 1312, Page 1930 in the Office of the Register of Deeds of Randolph County, having North Carolina Grid Coordinates of Northing 698,304.30 US survey feet and Easting 1,736,658.89 US survey feet, said point lying South 67°32'36" West a distance of 8759.69 feet from a corner of the Primary City Limits of the City of Asheboro having North Carolina Grid Coordinates of Northing 701,740.40 US survey feet and Easting 1,744,753.58 US survey feet, said point also being a corner of the Proposed City of Asheboro Satellite City Limits; thence along the proposed City Limits South 21°59'46" West a distance of 1763.40 feet, following the eastern line of the City of Asheboro and following the western property lines of David Alan Parrish (Deed Book 2362, Page 1352), Terry and Patricia Reeder (Deed Book 2379, Page 321), and Terry and Patty Reeder (Deed Book 2682, Page 698), to a 3/4" Iron Pipe, pinched top, a common corner with said Reeder, thence continuing along the common line with said Reeder and Terry and Patty Reeder (Deed Book 2665, Page 1097) South 89°43'51" East a distance of 1509.03 feet to a 3/4 inch Iron Pipe in the western Right of Way of Tot Hill Farm Road, also being the southeastern corner of said Reeder, thence following the western edge of the right of way of Tot Hill Farm Road and the proposed annexation line the following three (3) bearings and distances:

*along a curve to the right having a chord bearing of South 12°08'45" East,
a chord distance of 291.51 feet, and a radius of 1219.27 feet, to a
3/4 inch Existing Iron Pipe;*

*along a curve to the right having a chord bearing of South 07°00'41" West,
a chord distance of 315.91 feet, and a radius of 1065.42 feet, to a
Computed Point;*

South 15°22'25" East a distance of 502.19 feet, to a Computed Point, a common corner with Raul Munoz and Rosa Barajas as recorded in Deed Book 1919, Page 1958; thence North 89°15'54" West a distance of 1832.68 feet along the common line of the

City of Asheboro and the following six (6) parcels: Munoz and Barajas aforesaid, Conrad Hohing III (Deed Book 2744, Page 2403), Phillip and Angela Lanier (Deed Book 2028, Page 419), Phillip and Angela Lanier (Deed Book 1968, Page 1444), Tracey and Amy Bruce (Deed Book 1858, Page 3775), Tracey and Amy Bruce (Deed Book 1828, Page 4088) to a 3/4" Existing Iron Pipe, the northwestern corner of Bruce aforesaid; thence along the common line of the City of Asheboro and said Bruce parcel and Louise Parks (Deed Book 2826, Page 1609) South 22°04'20" West a distance of 1494.00 feet to a 3/4 inch Existing Iron Pipe in the current Satellite City Limits; thence following the current Satellite City Limits and through the property of the City of Asheboro the following eleven (11) bearings and distances:

*North 03°56'00" East a distance of 707.60 feet, to a computed point;
North 00°58'00" East a distance of 539.28 feet, to a Computed Point;
North 57°13'00" East a distance of 266.73 feet to a Computed Point;
North 22°05'00" East a distance of 1153.02 feet to a Computed Point;
South 89°47'00" West a distance of 202.00 feet, to a Computed Point;
North 22°05'00" East a distance of 880.11 feet to a Computed Point;
North 67°55'00" West a distance of 600.08 feet to a Computed Point;
South 22°05'00" West a distance of 191.03 feet to a Computed Point;
South 39°41'00" West a distance of 994.60 feet to a Computed Point;
South 22°05'00" West a distance of 1247.20 feet to a Computed Point;*

North 86°39'00" West a distance of 471.34 feet to a Computed Point in the western boundary of the City of Asheboro property, a corner of the current Satellite City Limits, said point also being the northeastern corner of Benjamin Frazier (Deed Book 1485, Page 650) and the southeastern corner of Benjamin Frazier (Deed Book 1485, Page 652), thence leaving the current Satellite City Limits and following the western line of the City of Asheboro and the eastern line of said Frazier North 15°46'51" East a distance of 1286.34 feet to a Computed Point, said point being the northeastern corner of the said Frazier and the southeastern corner of Ricky L. Pierce (Deed Book 2288, Page 957), thence, following the western line of the City of Asheboro and the eastern line of Pierce North 19°52'24" West a distance of 553.92 feet, to a 3/4 inch Pinched Top Existing Iron Pipe in the southern Right of Way line of North Carolina Highway 49, also being the northeastern corner of said Pierce; thence following the southern Right of Way of NC Highway 49 the following five (5) bearings and distances:

*North 64°11'13" East a distance of 962.01 feet, to a Computed Point;
along a curve to the right having a chord bearing of North 64°27'59" East,
a chord distance of 57.62 feet and a radius of 5531.45 feet to a 1 inch
Existing Iron Pipe;*

*along a curve to the right having a chord bearing of North 67°55'34" East,
a chord distance of 610.07 feet and a radius of 5531.45 feet to a 3/4 inch
Existing Iron Pipe;*

*along a curve to the right having a chord bearing of North 74°03'43" East,
a chord distance of 574.14 feet, and a radius of 5531.45 feet to a
Computed Point;*

North 77°02'13" East and a distance of 748.37 feet to a Computed Point at the southwestern corner of the intersection of NC Highway 49 and Tot Hill Farm Road, continuing along that corner South 58°22'50" East and a distance of 65.42 feet to a Computed Point located in the southwestern corner of the intersection of NC Highway 49 and Tot Hill Farm Road and being the northern end of the right of way of Tot Hill Farm Road; thence with said right of way along a curve to the right having a chord bearing of South 26°10'53" East a chord distance of 72.34 feet, and a radius of 1346.82 feet to a 3/4 inch Existing Iron Pipe, the Point and Place of BEGINNING, containing a total area to be annexed of 125.150 Acres.

The above legal description was prepared based on a plat of survey by Thomas Scaramastra, PLS (North Carolina Professional Land Surveyor License Number L-4421), entitled "Annexation Plat for: Airport Area North", and is identified as Job # 18-038.

Airport Area South

Cedar Grove Township, Randolph County, North Carolina:

BEGINNING at a Computed Point in the northern right of way line of Pilots View Road (State Road 1197), said point being the southeastern corner of the City of Asheboro, as recorded in Deed Book 1465, Page 561 in the Office of the Register of Deeds of Randolph County, a common corner with Benito Murillo and Grobertis Lopez (Deed Book 2600, Page 686), and also being a corner of the Current City of Asheboro Satellite City Limits, having North Carolina Grid Coordinates of Northing 692,617.97 US survey feet and Easting 1,735,588.29 US survey feet, said point being South 45°08'00" West a distance of 12,934.85 feet from a corner of the Primary City Limits of the City of Asheboro having North Carolina Grid Coordinates of Northing 701,740.40 US survey feet and Easting 1,744,753.58 US survey feet; thence crossing Pilots View Road, and along the Proposed Satellite City Limits South 35°58'25" West a distance of 58.31 feet to a Computed Point located on the southern Right of Way of Pilots View Road, a corner of a parcel owned by City of Asheboro (Deed Book 1203, Page 1830); thence following the southern Right of Way of Pilots View Road, along a curve to the right having a chord bearing of South 40°21'17" East, a chord length of 432.44 feet, and a radius of 966.43' to a Computed Point, said point being a common corner of the City of Asheboro and Carolyn M. Hayes (Deed Book 1111, Page 591); thence following the proposed Satellite City Limits and the shared property line of the City of Asheboro and Hayes, South 89°21'50" West a distance of 348.87 feet to a White Flint Rock Pile; thence South 17°46'54" West a distance of 652.87 feet, to a 5/8 inch Existing Iron Pipe; thence South 70°39'23" East a distance of 102.31 feet to a Computed Point; thence South 37°41'32" East a distance of 33.90 feet to a Computed Point located on the North side of Tot Hill Farm Road (SR 1163), said point being a common corner between the aforementioned City of Asheboro and Hayes properties; thence following the northern Right of Way of Tot Hill Farm Road the following seven (7) bearings and distances:

South 63°03'56" West a distance of 1304.29 feet to a Computed Point;

*South 62°19'31" West a distance of 755.88 feet, to a Computed Point;
South 51°46'31" West a distance of 325.65 feet, to a Computed Point;
South 44°08'31" West a distance of 433.14 feet, to a Computed Point;
South 43°39'34" West a distance of 599.82 feet, to a Computed Point;
South 42°14'34" West a distance of 162.71 feet, to a Computed Point;
South 38°41'34" West a distance of 63.65 feet, to a Computed Point,
in the northeastern intersection of Tot Hill Farm Road and
Doul Mountain Road (SR 1199);*

*thence, following the eastern Right of Way of Doul Mountain Road the following
twenty-one (21) bearings and distances:*

*North 76°00'56" West a distance of 53.24 feet, to a Computed Point;
North 10°43'26" West a distance of 23.56 feet, to a Computed Point;
North 12°31'54" West a distance of 101.22 feet, to a Computed Point;
North 14°37'57" West a distance of 100.77 feet, to a Computed Point;
North 13°05'49" West a distance of 301.53 feet, to a Computed Point;
Along a curve to the right, chord bearing North 03°40'04" East, chord
distance 675.04 feet, and a radius of 1170.15 feet to a Computed Point;
Along a curve to the left, chord bearing North 15°28'52" East, chord
distance 143.29 feet, and a radius of 830.11 feet to a Computed Point;
North 10°31'48" East a distance of 56.59 feet, to a Computed Point;
North 10°11'32" East a distance of 30.53 feet, to a Computed Point;
North 10°31'21" East a distance of 103.38 feet, to a Computed Point;
North 10°38'47" East a distance of 100.56 feet, to a Computed Point;
North 10°31'24" East a distance of 96.87 feet, to a Computed Point;
North 11°59'31" East a distance of 99.61 feet, to a Computed Point;
North 21°09'45" East a distance of 114.16 feet, to a Computed Point;
North 34°59'24" East a distance of 129.93 feet, to a Computed Point;
North 26°17'12" East a distance of 174.65 feet, to a Computed Point;
North 33°38'57" East a distance of 93.04 feet, to a Computed Point;
North 44°11'40" East a distance of 287.68 feet, to a Computed Point;
Along a curve to the left, chord bearing North 24°48'51" East, chord
distance 235.64 feet, and a radius of 318.68 feet to a Computed Point;
North 05°26'01" East a distance of 251.18 feet, to a Computed Point;
Along a curve to the right, chord bearing North 15°02'28" East, chord
distance 140.21 feet, and a radius of 420.75 feet to a Computed Point;*

*thence following around the cul-de-sac of Doul Mountain Road along a curve to the
left, having a chord bearing North 14°44'10" East, a chord distance of 85.49 feet, and
a radius of 50.01 feet to a Computed Point, thence continuing around the cul-de-sac of
Doul Mountain Road along a curve to the left, having a chord bearing of South
85°57'37" West, a chord distance of 76.66 feet, and a radius of 50.01 feet to a Computed
Point, a common corner of Dennis Glenn Varner (Deed Book 1717, Page 1586) and a
parcel owned by the City of Asheboro (Deed Book 1434, Page 22); thence following the
common line of Varner and the City of Asheboro properties South 85°57'37" East a
distance of 19.44 feet to a Computed Point; thence North 86°46'49" West a distance of*

239.20 feet to a 5/8 inch Rebar, said point being a common corner with said Varner property, said City of Asheboro property, and Benjamin J. Frazier (Deed Book 1485, Page 650); thence following shared line the City of Asheboro and Frazier properties, North 07°34'28" West a distance of 11.00 feet, to a 3/4 inch Iron Pin; thence continuing with Frazier and the City of Asheboro North 22°03'27" East a distance of 439.46 feet to an Existing Iron Pipe, the northwestern corner of said City of Asheboro parcel, and in the southern line of another parcel owned by the City of Asheboro (Deed Book 2603, Page 597); thence along the common line of Frazier and said City of Asheboro parcel North 72°15'24" East a distance of 75.15 feet, to a 1 inch Existing Iron Pipe, thence, North 11°42'30" East a distance of 274.73 feet, to a 1-1/4 inch Existing Iron Pipe, the northwest corner of the City of Asheboro (Deed Book 2603, Page 597) and the southwest corner of another City of Asheboro parcel (Deed Book 2661, Page 417); thence continuing along said common line North 11°36'23" East a distance of 249.87 feet, to a 3/4 inch Existing Iron Pipe; thence South 72°18'57" East a distance of 170.15 feet to a 2" Existing Iron Pipe, thence, said point being in the northern line of the aforesaid City of Asheboro parcel, and being the southwestern corner of another City of Asheboro parcel (Deed Book 1434, Page 22); thence continuing along the common line of Frazier and the City of Asheboro North 22°03'24" East a distance of 982.91 feet to a 1/2 inch Rebar, a common corner of said Frazier and the City of Asheboro (Deed Book 729, Page 11), said point also being in the Current City of Asheboro Satellite City Limits; thence through the property of the City of Asheboro, and following the Current Satellite City Limits the following nine (9) bearings and distances:

South 08°07'53" West a distance of 829.93 feet, to an Existing Iron Rod;
South 13°36'16" West a distance of 162.04 feet, to a 1/2" Existing Iron Pipe;
South 13°37'29" West a distance of 249.10 feet, to a 5/8" Existing Iron Pipe;
South 13°36'05" West a distance of 274.31 feet, to a 5/8" Existing Iron Pipe;
South 13°45'29" West a distance of 339.86 feet, to a 1" Existing Iron Pipe;
South 89°34'00" East a distance of 106.19 feet, to a Computed Point;
South 22°05'00" West a distance of 760.52 feet, to a Computed Point;
South 67°55'00" East a distance of 1371.35 feet, to a Computed Point;
North 22°05'00" East a distance of 1552.22 feet, to a Computed Point,
said point being located on the southwestern Right of Way of Pilots View Road; thence North 61°21'00" West a distance of 202.33 feet to a Computed Point in western terminus of Pilots View Road; thence North 02°40'57" East a distance of 44.38 feet to a Computed Point, said point being the northwestern terminus of the Right of Way of Pilots View Road; thence following said Right of Way and the Current Satellite City Limits South 67°28'58" East a distance of 859.55 feet to a Computed Point; thence continuing with said right of way South 63°08'51" East a distance of 133.68 feet to a Computed Point, thence continuing with said right of way South 52°38'00" East a distance of 82.51 feet to a Computed Point, the Point and Place of BEGINNING, containing a total area to be annexed of 116.634 Acres.

The above legal description was prepared based on a plat of survey by Thomas Scaramastra, PLS (North Carolina Professional Land Surveyor License Number L-

4421), entitled “Annexation Plat for: Airport Area North”, and is identified as Job # 18-038.

Section 2. Upon and after August 6, 2026, the above-described territory and any citizens and property found upon the described land shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheboro and shall be entitled to the same privileges and benefits as other parts of the City of Asheboro. The territory described in Section 1 of this Ordinance shall be subject to municipal taxes according to Section 160A-58.10 of the North Carolina General Statutes.

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

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

Section 5. This Ordinance shall be in full force and effect upon and after August 6, 2026.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on August 6, 2026.

W. Joseph Trogon, Jr, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

Approved as to form:

Thomas D. Carruthers, City Attorney

Notes:

1. This project is not located within a special flood hazard area per NCFRIS.
2. Map #: 37107751003 Effective Date: 1/2/2008
3. Area calculated by coordinate geometry.
4. All lines surveyed by Survey Carolina, PLLC are indicated by bold lines. All lines not surveyed by Survey Carolina, PLLC are indicated by dashed lines.
5. No attempt was made by this survey to locate all underground utilities nor any other easements that would be revealed by a title search.
6. Plat Reference
PB 5
PG 87
Tax PIN: 7751978468

Date of Annexation Ordinance

Adopted by the Asheboro City Council: _____

Annexation Ordinance Effective Date: _____

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 _____

I, Dan W Tanner II, certify that this plat was prepared under my supervision from an actual field survey of description(s) as recorded in:

Book 1622 , page 1386 ;

That the boundaries not surveyed are clearly indicated as such and were plotted from information as referenced herein; That the ratio of precision as calculated was 1:10000+ and that the global navigation satellite system (GNSS) was used to perform a portion of this survey and the following information was used:

- (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: April 27, 2026
- (5) Datum/Epoch: NAD83(2011) / 2010.00
- (6) Published/Fixed-control use: North Carolina Real Time Network
- (7) Geoid model: Geoid18
- (8) Combined grid factor(s): 0.99986845
- (9) GPS/GNSS Scale Point:
N:717,316.98 E:1,760,071.67 Z:868.95
- (10) Units: US Survey Feet

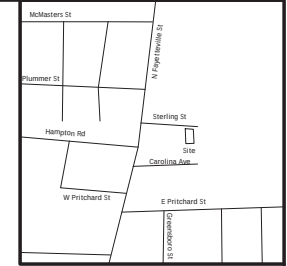
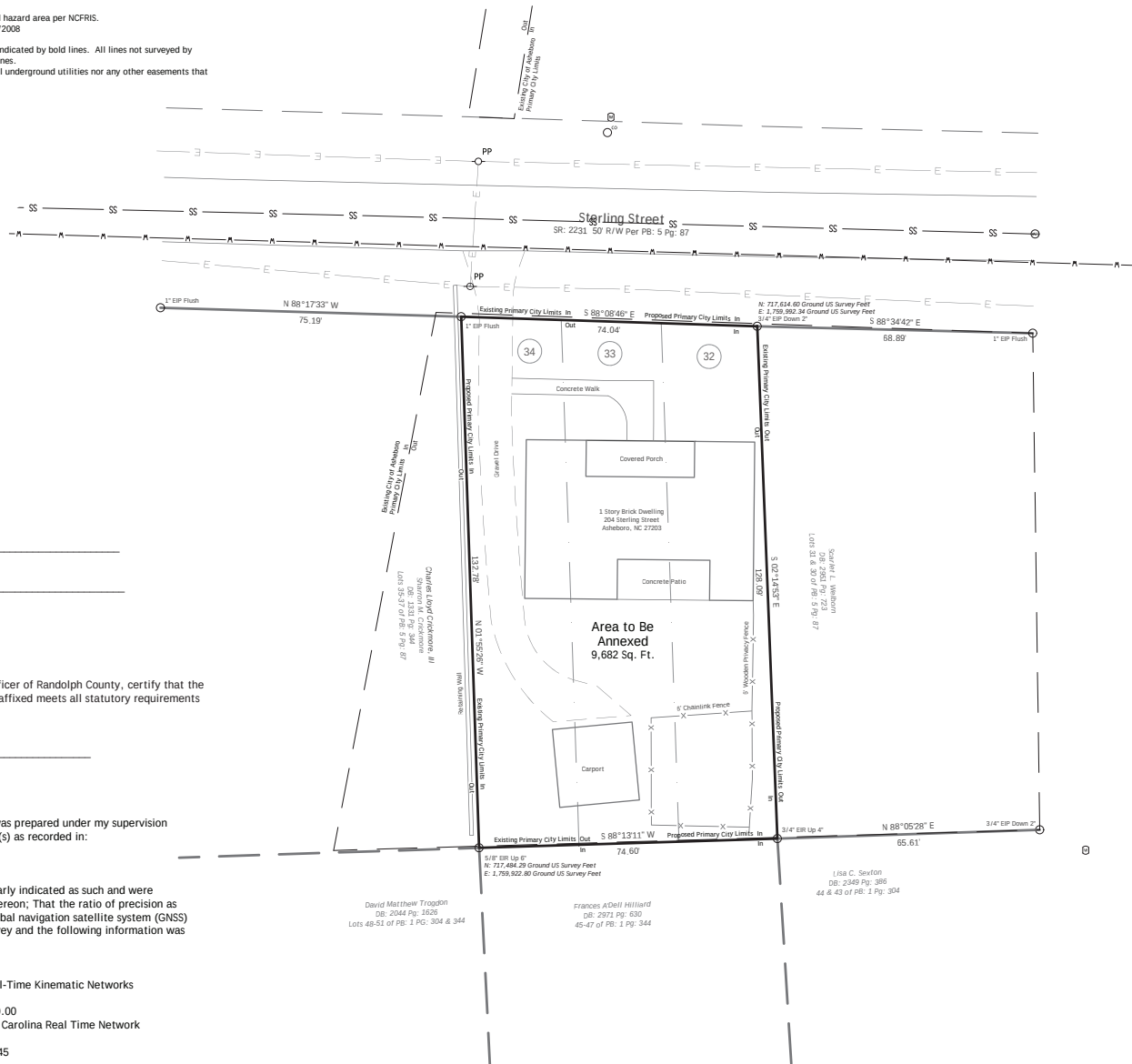
In accordance with NC General Statute 47-30(f)(11)d
I further certify this survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exemption or exception to the definition of subdivision.

That this plat meets the requirements of the standards of practice for land surveying in North Carolina (21 NCAC 56.1600) and that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my hand and seal this the 27th day of April, A.D. 2026.

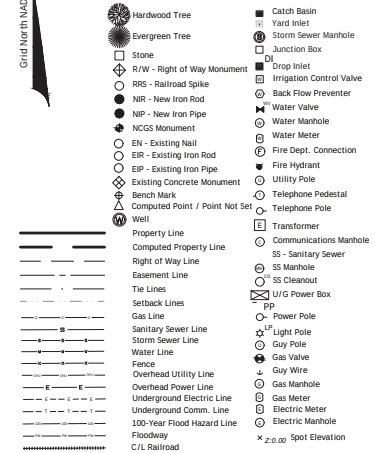
PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES

Professional Land Surveyor

L-4787



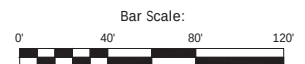
Location Map
(Not to Scale)



Annexation Survey For:
**Robert J. Walden &
Juanita M. Walden**

City of Asheboro ETJ
Asheboro Township Randolph County
North Carolina April 27, 2026

Current Owners:
Robert J. Walden
Juanita M. Walden
204 Sterling Street
Asheboro, NC 27203
Scale: 1" = 40 US Survey Feet



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

Firm #: P-1110 Drawn By: HRM
© 2026 Survey Carolina, PLLC Checked By: DWT
Job #: 18827

ORDINANCE NO. _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AN ORDINANCE EXTENDING THE ASHEBORO CITY LIMITS BY
ANNEXING LAND LOCATED ON STERLING STREET**

WHEREAS, in accordance with Section 160A-31 of the North Carolina General Statutes, Robert J. Walden and wife, Juanita M. Walden have submitted a petition requesting the annexation into Asheboro of approximately 9682 square feet of the land located on Sterling Street, which is identified by Randolph County Parcel Identification Number 7751978468; and

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

WHEREAS, on July 9, 2026, by means of a duly adopted resolution (Resolution Number _____), the Asheboro City Council directed the city clerk to investigate the sufficiency of the petitions submitted by the above-listed petitioners, and the city clerk has in fact certified the sufficiency of the annexation petitions; and

WHEREAS, pursuant to Asheboro City Council Resolution Number _____, a legal notice was published on July 23, 2026, in *The Courier-Tribune*, a newspaper with general circulation in the City of Asheboro, announcing that a public hearing to consider the adoption of an ordinance annexing the described territory into the City of Asheboro would be held during the city council's next regular meeting, which was scheduled to begin at 6:00 p.m. on August 6, 2026, in the council chamber on the second floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203; and

WHEREAS, the public hearing was held, as advertised, on August 6, 2026; and

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

WHEREAS, the city council has concluded that the annexation petitions were not submitted under subsection (b1) or subsection (j) of Section 160A-31 of the North Carolina General Statutes; and

WHEREAS, the city council has also concluded that the annexation petitions meet the requirements of Section 160A-31 of the North Carolina General Statutes and that public health, safety, and welfare concerns within the City of Asheboro and the area proposed for annexation will be best addressed by annexing the territory described in Section 1 of this Ordinance.

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

Section 1. By virtue of the authority granted in Section 160A-31 of the North Carolina General Statutes, the following described contiguous territory is annexed, attached to, and hereby becomes a part of the City of Asheboro, North Carolina:

Asheboro Township, Randolph County, North Carolina:

BEGINNING at a 3/4 inch Existing Iron Pipe in the southern Right-of-Way of Sterling Street (SR 2231), having North Carolina Grid Coordinates of Northing 717,614.60 US survey feet and Easting 1,759,992.34 US survey feet (NAD83 (2011)), said point being the northeastern corner of the Annexation Area herein described and the northeastern corner of Robert and Juanita Walden, as recorded in Deed Book 1622, Page 1386 in the Office of the Register of Deeds of Randolph County, and being a common corner with Scarlet Welborn, as recorded in Deed Book 2951, Page 723 of said Registry, and also being in the current Primary City Limits of the City of Asheboro, thence along the eastern line of the proposed Annexation Area, also being the common line of Walden and Welborn, South 02°14'53" East a distance of 128.09 feet to a 3/4 inch Existing Iron Rod in the current Primary City Limits of the City of Asheboro, said point being the southeastern corner of said Walden, the southwestern corner of Welborn, and the southeastern corner of the Annexation Area herein described, said point also being a common corner with Lisa Sexton, as recorded in Deed Book 2349, Page 386, and Frances Hilliard, as recorded in Deed Book 2971, Page 630; thence along the common line of Walden and Hilliard and the current Primary City Limits of the City of Asheboro South 88°13'11" West a distance of 74.60 feet to a 5/8" Existing Iron Rod, the southwestern corner of said Walden, the northwestern corner of Hilliard, and the southwestern corner of the Annexation Area herein described, said point also being a

common corner with David Trogdon, as recorded in Deed Book 2044, Page 1626 and Charles and Sharron Crickmore, as recorded in Deed Book 1331, Page 344; thence along the western line of the Proposed Annexation Area, also being the common line of Walden and Crickmore North 1°55'26" West a distance of 132.78 feet to a 1 inch Existing Iron Pipe in the southern right of way of Sterling Street and the current Primary City Limits of the City of Asheboro, said point also being the northeastern corner of Crickmore, the northwestern corner of Walden and the northwestern corner of the proposed Annexation Area; thence along the southern right of way of Sterling Street, the northern line of Walden, and the current Primary City Limits of the City of Asheboro South 88°08'46 East a distance of 74.04 feet to a 3/4 inch Existing Iron Pipe, the Point and Place of BEGINNING, and being 9,682 Square Feet, or 0.222 Acres, more or less.

The above legal description was prepared based on a plat of survey by Dan W Tanner, PLS (North Carolina Professional Land Surveyor License Number L-4787), entitled "Annexation Survey for: Robert J. Walden & Juanita M. Walden", and is identified as Job # 18827.

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

Section 2. Upon and after May 8, 2025, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheboro and shall be entitled to the same privileges and benefits as other parts of the City of Asheboro. The above-described territory shall be subject to municipal taxes according to Section 160A-58.10 of the North Carolina General Statutes.

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

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

Section 5. This Ordinance shall be in full force and effect upon and after August 6, 2026.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting on August 6, 2026.

W. Joseph Trogdon, Jr., Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

Approved as to form:

Thomas D. Carruthers, City Attorney

SHRI HOTELS

Shri Asheboro, LLC
121 Brookbank Hill Place
Cary, NC 27519
919-455-5949

June 19th, 2026

City of Asheboro
Randolph County
North Carolina

Re: Petition for Voluntary Annexation – Proposed TownePlace Suites Development

Dear City of Asheboro:

We, the undersigned owners of the real property as contained in the metes and bounds description with plat attached hereto, respectfully request that the area described below be annexed and made part of the City of Asheboro, North Carolina.

The property subject to this petition consists of four (4) contiguous parcels located in Randolph County, North Carolina, which together comprise the development site for the proposed TownePlace Suites hotel project. The parcels are more particularly described as follows:

Randolph County Map & Parcel	Deed Book & Page Number	Acreage Annexed	Existing Population	Current Assessed Value
51713 / 7761837067	002951 / 01874	1.42	0	\$99,450
51700 / 7761827912	002951 / 01874	0.11	0	\$2,480
51699 / 7761826895	002951 / 01874	0.32	0	\$99,110
51714 / 7761837268	002951 / 01874	0.40	0	\$9,000

The owner of record of all four parcels described above is Shri Asheboro, LLC, a North Carolina limited liability company. As reflected in the table above, the total acreage subject to this petition is 2.25 acres, with a combined current assessed value of \$210,940, and an existing population of zero (0).

The subject property is located within the East Side fire district, and the owner respectfully requests that the City coordinate with the appropriate fire service provider in connection with this annexation.

The owner intends to develop the property as a TownePlace Suites extended-stay hotel and is seeking annexation in order to receive municipal water, sewer, and other City services in connection with this development. The undersigned certifies that the information contained in this petition is true and correct to the best of their knowledge, and respectfully requests that the City of Asheboro act on this petition in accordance with applicable law.

SHRI HOTELS

Should the City require any additional information, surveys, deeds, or other documentation in support of this petition, the owner will promptly provide same upon request. We appreciate the City's consideration of this petition and look forward to working with City staff throughout the annexation process.

Respectfully submitted,

SHRI ASHEBORO, LLC



Akshat A. Patel
Member-Manager
Shri Asheboro, LLC

6/19/26

ANNEXATION PETITION
CITY OF ASHEBORO
RANDOLPH COUNTY
NORTH CAROLINA

Petition received at City Hall

by _____
date _____

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

ATTACHMENTS - Please supply the following:

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

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

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

4 parcels

RANDOLPH COUNTY MAP & PARCEL	DEED BOOK & PAGE NUMBER	ACREAGE ANNEXED	EXISTING POPULATION	CURRENT ASSESSED VALUE
① 51713/7761837067	002951/	1.42	✓	\$99,450
② 51700/7761827912	01874	0.11	✓	\$2,480
③ 51699/7761826895		0.32	✓	\$99,110
④ 51714/7761837268		0.40	✓	\$9,000
FIRE DISTRICT EAST Side				
NAME OF PROPERTY OWNERS		CURRENT ADDRESS	TELEPHONE NUMBER	
SHRI ASHEBORO, LLC		121 Brookbank Hill	919-455-5949	
		CARY, NC 27519		

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

SIGNATURES - Please complete one of the following sections:

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

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

PROPERTY OWNED BY CORPORATION

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

Signature of President/date _____

Signature of Secretary/date _____

Notary _____

(Notary Seal)

Commission Expires _____

(Corporate Seal)

PROPERTY OWNED BY PARTNERSHIP

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

Signature of Partner/date _____

Signature of Partner/date _____

Notary _____

(Notary Seal)

Commission Expires _____

(Corporate Seal)

PROPERTY OWNED BY LIMITED LIABILITY COMPANY

AKSHAT A. PATEL

Member-Manager (Print Name)

Akshat Patel

Member-Manager (Signature)

Member-Manager (Print Name)

Member-Manager (Signature)

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION DIRECTING THE CITY CLERK TO
INVESTIGATE PETITION SEEKING ANNEXATION OF LAND
LOCATED AT US HIGHWAY 64 EAST**

WHEREAS, Shri Asheboro, LLC, a North Carolina limited liability company submitted a petition requesting the annexation into Asheboro of approximately 0.2156 acres of the land located at the intersection of Ragsdale Road and US Highway 64 East; and

WHEREAS, the territory proposed for annexation also includes approximately 1.209 acres within the public right-of-way for US Highway 64 East; and

WHEREAS, the proposed annexation area is contiguous to Asheboro's primary city limits; and

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

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

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

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting on August 6, 2026.

W. Joseph Trogdon, Jr., Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

CERTIFICATE OF SUFFICIENCY

(Petition Requesting the Annexation of Land Located at us Highway 64 East)

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

I, Holly H. Doerr, am the City Clerk for the City of Asheboro. I hereby certify that, with the assistance of staff members in various city departments, I have investigated the annexation petition submitted by Shri Asheboro, LLC, a North Carolina limited liability company (the "Petitioner") I further certify that the following paragraphs accurately state the information obtained during the course of my investigation of the annexation petition.

The Petitioner has requested annexation into Asheboro of approximately 0.2156 acres of the land located at the intersection of Ragsdale Road and US Highway 64 East. The annexation also includes approximately 1.209 acres within the public right-of-way for US Highway 64 East This territory is contiguous to the primary corporate limits of the City of Asheboro.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Asheboro to make this certification effective as of August 6, 2026.

(CITY SEAL)

Holly H. Doerr, CMC, NCCMC, City Clerk

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING
ON THE QUESTION OF ANNEXING LAND
LOCATED AT US HIGHWAY 64 EAST

WHEREAS, Shri Asheboro, LLC, a North Carolina limited liability company submitted a petition requesting the annexation into Asheboro of approximately 0.2156 acres of the land located at the intersection of Ragsdale Road and US Highway 64 East; and

WHEREAS, the territory proposed for annexation also includes approximately 1.209 acres within the public right-of-way for US Highway 64 East; and

WHEREAS, the proposed annexation area is contiguous to the primary corporate limits of the City of Asheboro; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro as stated in the next three sections of this Resolution.

Section 1. A public hearing on the question of annexing the contiguous territory described herein will be held in the council chamber on the second floor of Asheboro City Hall, 146 N. Church Street, Asheboro, North Carolina 27203 during a regular meeting of the Asheboro City Council that will begin at 6:00 p.m. on September 10, 2026; and

Section 2. The territory proposed for annexation is described by metes and bounds in the following italicized text.

Asheboro Township, Randolph County, North Carolina:

BEGINNING at an 5/8 inch Existing Iron Pipe in the Primary City Limits of the City of Asheboro, having North Carolina Grid Coordinates of Northing 713,389.63 US survey feet and Easting 1,768,937.75 US survey feet (NAD83 (2011) Datum), said point being in the western line of Shade

and Tish Joines, as recorded in Deed Book 2311, Page 409 in the Office of the Register of Deeds of Randolph County, the southeastern corner of Neale and John Kearns, as recorded in Deed Book 2017, Page 1894 of said Registry, the northeastern corner of SHRI Asheboro, LLC (Deed Book 2552, Page 703), and the northeastern corner of the proposed Annexation Area herein described; thence along the common line of SHRI Asheboro, LLC and Joines, and with the current Primary City Limits South 04 degrees 20 minutes 03 seconds West a distance of 250.18 feet to a 1-1/2 inch Iron Pipe; thence continuing along the common line of SHRI Asheboro, LLC and Joines, and the current Primary City Limits South 43 degrees 48 minutes 30 seconds East a distance of 102.64 feet to a 1/2 inch Iron Rod in the northern Right of Way of US 64 Business East, said point being the southeastern corner of SHRI Asheboro, LLC and the southwestern corner of Joines; thence following the current Primary City Limits and crossing the Right of Way of US 64 Business East South 43 degrees 39 minutes 09 seconds East a distance of 139.26 feet to a Computed Point in the southern Right of Way of US 64 Business East, said point also being in the northern line of a parcel owned by Randolph County (Deed Book 2524, Page 408), and a corner of the current Primary City Limits; thence along the northern line of said Randolph County property, the southern Right of Way of US 64 Business East, and the current Primary City Limits South 47 degrees 37 minutes 44 seconds West a distance of 94.88 feet to a Computed Point; thence continuing with said line South 45 degrees 12 minutes 06 seconds West a distance of 273.76 feet to a Computed Point; thence crossing the Right of Way of US 64 Business East, and along the Proposed Primary City Limits North 44 degrees 32 minutes 46 seconds West a distance of 148.15 feet to a 60D Nail set at the base of a 5/8 inch Iron Rod in the northern Right of Way of US 64 Business East, said point being the southwestern corner of SHRI Asheboro, LLC aforesaid and the southeastern corner of 1709 Properties, LLC (Deed Book 2552, Page 703); thence along the common Line of SHRI Asheboro, LLC and 1709 Properties, LLC, and along the Proposed Primary City Limits North 03 degrees 49 minutes 00 seconds East, a distance of 485.28 feet to a 60D Nail set at the base of a 1 inch Iron Pipe, meeting the Current Satellite City Limits at a point approximately 414 feet along said line; thence continuing along the common line of SHRI Asheboro, LLC and 1709 Properties, LLC, and the Current Satellite City Limits North 03 degrees 58 minutes 46 seconds East a distance of 99.96 feet to a 1-1/2 inch Iron Pipe, a common corner of SHRI Asheboro, LLC, 1709 Properties, LLC, and Kearns aforesaid, and being a corner of the Current Satellite City Limits; thence along the common line of Kearns and SHRI Asheboro, LLC, and the Proposed Primary City Limits South 87 degrees 20 minutes 03 seconds East a distance of 180.96 feet to a 5/8 inch Iron Rod, the Point and Place of BEGINNING, and containing a total of 3.365 Acres (2.156 Acres in the Annexation Parcel and 1.209 Acres in the Right of Way of US 64 Business East), more or less, and described in a plat of survey prepared by Survey Carolina, PLLC, as Job # 19059, and signed by Dan W Tanner, PLS #L-4787.

Section 3. Notice of the public hearing scheduled pursuant to this Resolution shall be published in *The Courier-Tribune*, which is a newspaper having general circulation in the City of Asheboro, at least ten (10) days prior to the date of the public hearing.

This Resolution was adopted in open session during a regular meeting of the Asheboro City Council on August 6, 2026.

W. Joseph Trogdon, Jr., Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk



1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 7/27/2026, 2:47 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: opengov@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of Asheboro, NC

Contract: Sourcwell: 060624-VTO

Quote #: Q-26511
Expires On: 8/15/2026

Ship To
City of Asheboro, NC
Michael Rhoney
mrhoney@ci.asheboro.nc.us

Quote For:
Name:
Company: City of Asheboro, NC
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 8/1/2026
Overall POP End Date: 6/30/2032

Term 1 8/1/2026 - 6/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWHX-B6080M-AR-3Y	Asset Management Base Bundle - Between \$60-80 Million - 3Y	1.00	\$18,071.53	\$18,071.53
OG-TWEJ-B6080M-AR-3Y	Asset Management Expert Services: Accelerate - Between \$60-80 Million - 3Y	1.00	\$10,008.91	\$10,008.91
OG-TWAZ-B6080M-AR-3Y	Wastewater Collection - Between \$60-80 Million - 3Y	1.00	\$8,029.14	\$8,029.14
OG-TWBE-B6080M-AR-3Y	Wastewater Treatment Domain - Between \$60-80 Million - 3Y	1.00	\$8,601.34	\$8,601.34
OG-TWBF-B6080M-AR-3Y	Water Distribution Domain - Between \$60-80 Million - 3Y	1.00	\$8,029.14	\$8,029.14

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWBG-B6080M-AR-3Y	Water Treatment Domain - Between \$60-80 Million - 3Y	1.00	\$8,601.34	\$8,601.34
OG-TWJQ-B6080M-OT-0Y	Enterprise Asset Management Implementation Services Package - Standard - Between \$60-80 Million - 0Y	1.00	\$74,347.00	\$74,347.00
OG-Travel-Expense-Reimb	OpenGov - designed for reimbursable travel expenditures. **Estimate expense	2,800.00	\$1.00	\$2,800.00
Term 1 TOTAL:				\$138,488.40

Term 2

7/1/2027 - 6/30/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWHX-B6080M-AR-3Y	Asset Management Base Bundle - Between \$60-80 Million - 3Y	1.00	\$20,700.12	\$20,700.12
OG-TWEJ-B6080M-AR-3Y	Asset Management Expert Services: Accelerate - Between \$60-80 Million - 3Y	1.00	\$11,464.76	\$11,464.76
OG-TWAZ-B6080M-AR-3Y	Wastewater Collection - Between \$60-80 Million - 3Y	1.00	\$9,197.02	\$9,197.02
OG-TWBE-B6080M-AR-3Y	Wastewater Treatment Domain - Between \$60-80 Million - 3Y	1.00	\$9,852.45	\$9,852.45
OG-TWBF-B6080M-AR-3Y	Water Distribution Domain - Between \$60-80 Million - 3Y	1.00	\$9,197.02	\$9,197.02
OG-TWBG-B6080M-AR-3Y	Water Treatment Domain - Between \$60-80 Million - 3Y	1.00	\$9,852.45	\$9,852.45
Term 2 TOTAL:				\$70,263.82

Term 3

7/1/2028 - 6/30/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWHX-B6080M-AR-3Y	Asset Management Base Bundle - Between \$60-80 Million - 3Y	1.00	\$21,735.13	\$21,735.13
OG-TWEJ-B6080M-AR-3Y	Asset Management Expert Services: Accelerate - Between \$60-80 Million - 3Y	1.00	\$12,038.00	\$12,038.00
OG-TWAZ-B6080M-AR-3Y	Wastewater Collection - Between \$60-80 Million - 3Y	1.00	\$9,656.87	\$9,656.87
OG-TWBE-B6080M-AR-3Y	Wastewater Treatment Domain - Between \$60-80 Million - 3Y	1.00	\$10,345.06	\$10,345.06
OG-TWBF-B6080M-AR-3Y	Water Distribution Domain - Between \$60-80 Million - 3Y	1.00	\$9,656.87	\$9,656.87
OG-TWBG-B6080M-AR-3Y	Water Treatment Domain - Between \$60-80 Million - 3Y	1.00	\$10,345.06	\$10,345.06
Term 3 TOTAL:				\$73,776.99

Term 4

7/1/2029 - 6/30/2030

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWHX-B6080M-AR-3Y	Asset Management Base Bundle - Between \$60-80 Million - 3Y	1.00	\$22,821.88	\$22,821.88
OG-TWEJ-B6080M-AR-3Y	Asset Management Expert Services: Accelerate - Between \$60-80 Million - 3Y	1.00	\$12,639.90	\$12,639.90
OG-TWAZ-B6080M-AR-3Y	Wastewater Collection - Between \$60-80 Million - 3Y	1.00	\$10,139.71	\$10,139.71
OG-TWBE-B6080M-AR-3Y	Wastewater Treatment Domain - Between \$60-80 Million - 3Y	1.00	\$10,862.32	\$10,862.32
OG-TWBF-B6080M-AR-3Y	Water Distribution Domain - Between \$60-80 Million - 3Y	1.00	\$10,139.71	\$10,139.71
OG-TWBG-B6080M-AR-3Y	Water Treatment Domain - Between \$60-80 Million - 3Y	1.00	\$10,862.32	\$10,862.32
Term 4 TOTAL:				\$77,465.84

Term 5

7/1/2030 - 6/30/2031

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWHX-B6080M-AR-3Y	Asset Management Base Bundle - Between \$60-80 Million - 3Y	1.00	\$23,962.98	\$23,962.98
OG-TWEJ-B6080M-AR-3Y	Asset Management Expert Services: Accelerate - Between \$60-80 Million - 3Y	1.00	\$13,271.89	\$13,271.89
OG-TWAZ-B6080M-AR-3Y	Wastewater Collection - Between \$60-80 Million - 3Y	1.00	\$10,646.70	\$10,646.70
OG-TWBE-B6080M-AR-3Y	Wastewater Treatment Domain - Between \$60-80 Million - 3Y	1.00	\$11,405.44	\$11,405.44
OG-TWBF-B6080M-AR-3Y	Water Distribution Domain - Between \$60-80 Million - 3Y	1.00	\$10,646.70	\$10,646.70
OG-TWBG-B6080M-AR-3Y	Water Treatment Domain - Between \$60-80 Million - 3Y	1.00	\$11,405.44	\$11,405.44
Term 5 TOTAL:				\$81,339.15

Term 6

7/1/2031 - 6/30/2032

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWHX-B6080M-AR-3Y	Asset Management Base Bundle - Between \$60-80 Million - 3Y	1.00	\$25,161.12	\$25,161.12
OG-TWEJ-B6080M-AR-3Y	Asset Management Expert Services: Accelerate - Between \$60-80 Million - 3Y	1.00	\$13,935.48	\$13,935.48
OG-TWAZ-B6080M-AR-3Y	Wastewater Collection - Between \$60-80 Million - 3Y	1.00	\$11,179.03	\$11,179.03
OG-TWBE-B6080M-AR-3Y	Wastewater Treatment Domain - Between \$60-80 Million - 3Y	1.00	\$11,975.71	\$11,975.71

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWBF-B6080M-AR-3Y	Water Distribution Domain - Between \$60-80 Million - 3Y	1.00	\$11,179.03	\$11,179.03
OG-TWBG-B6080M-AR-3Y	Water Treatment Domain - Between \$60-80 Million - 3Y	1.00	\$11,975.71	\$11,975.71
Term 6 TOTAL:				\$85,406.08

Grand Total: \$526,740.28

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

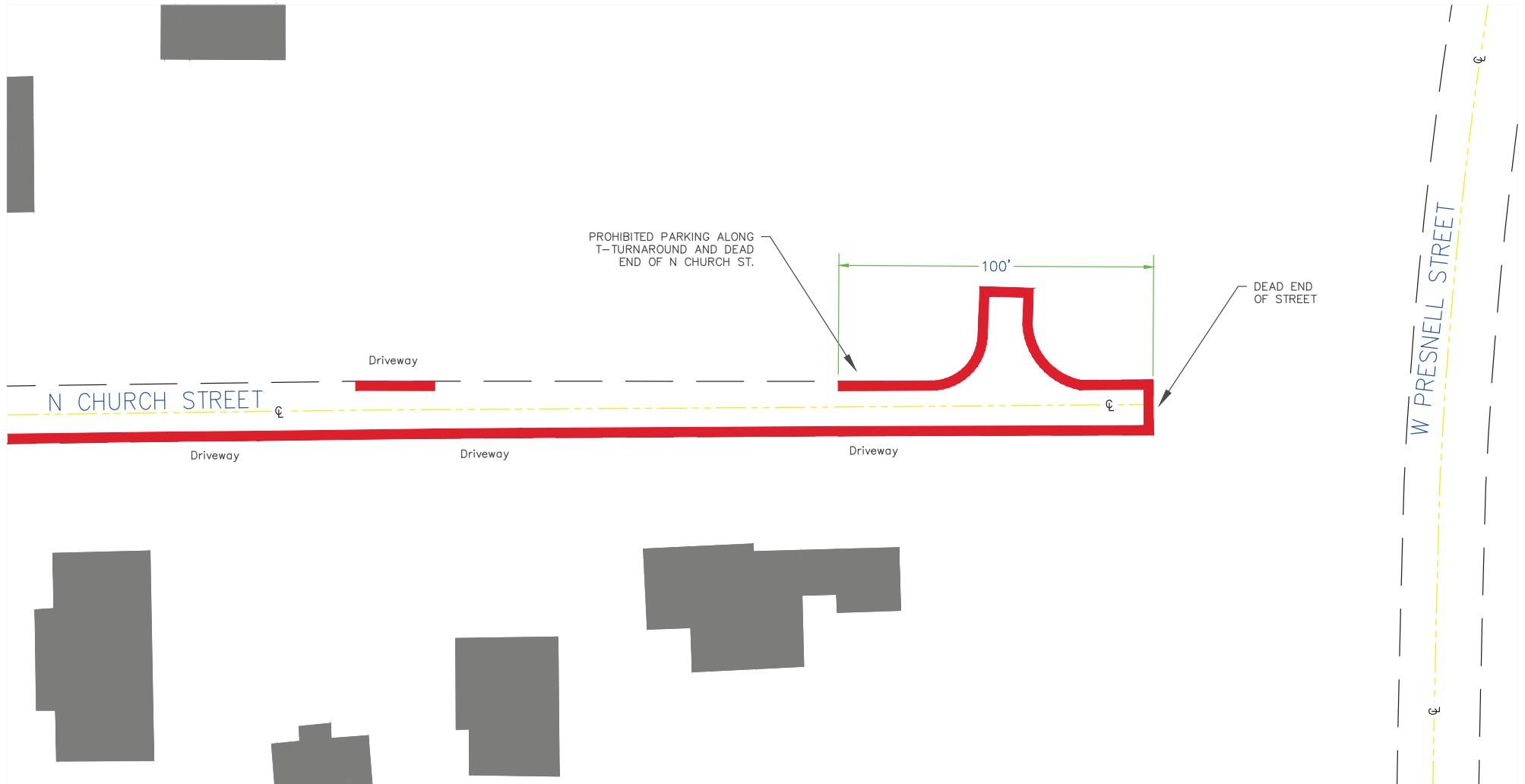
Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.



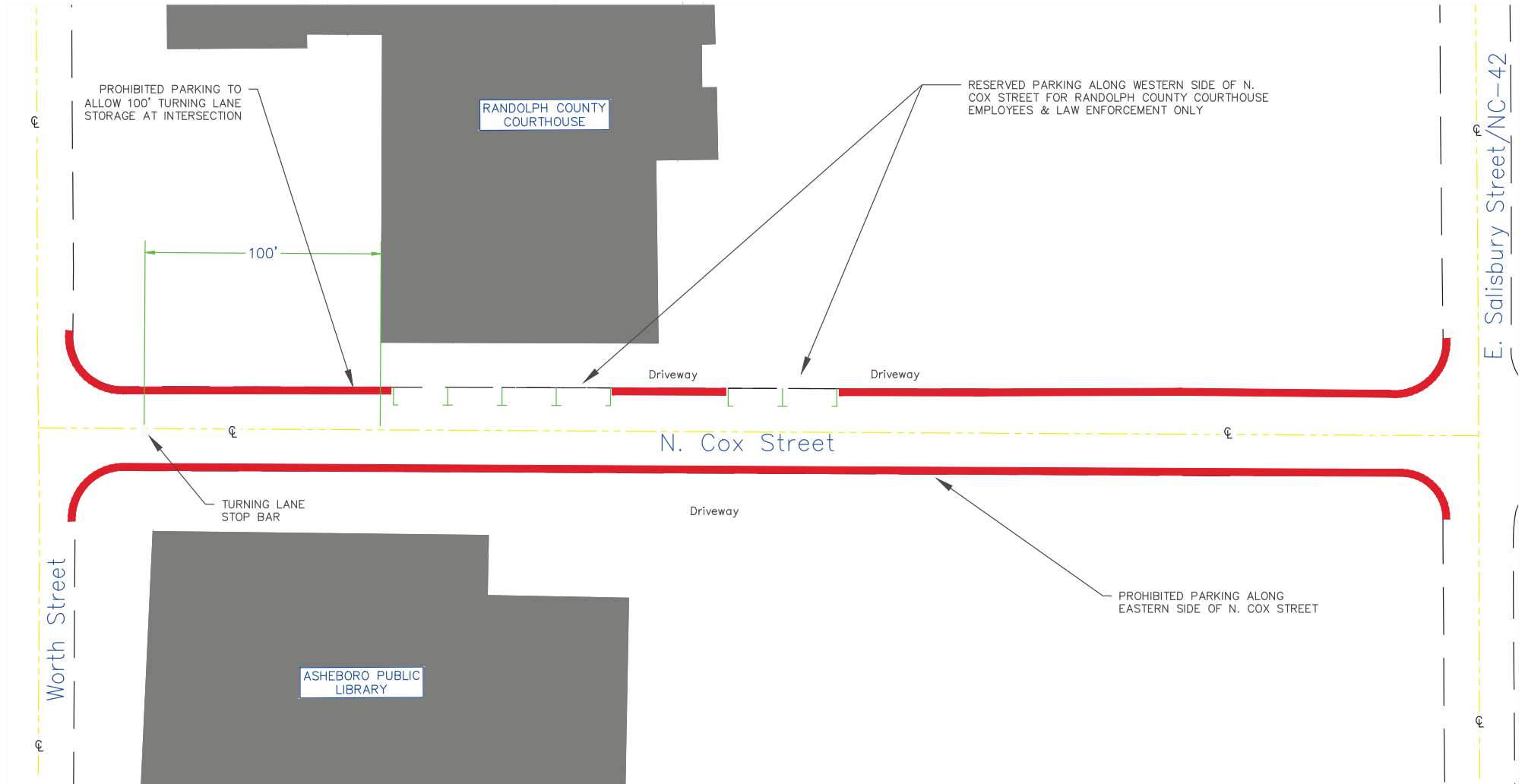
 No Parking

Parking Plan for N. Church Street

City of Asheboro, North Carolina
August, 2026 Scale 1" = 30'

EXHIBIT 1 – Ordinance No. XX ORD XX-26
Adopted XXXXXX XX, 2026





Parking Plan for N. Cox Street

City of Asheboro, North Carolina

August, 2026

Scale 1" = 40'

— No Parking

— Marked Parking

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

EXHIBIT 1 – Ordinance No. xx ORD xx–xx
Adopted August xx, 2026

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION ENDORSING THE DAVID & PAULINE JARRELL
CENTER CITY GARDEN SPONSORSHIP GUIDE**

WHEREAS, the City of Asheboro is developing the David & Pauline Jarrell Center City Garden as a signature public space that celebrates the community's heritage while providing a destination for recreation, education, and civic engagement; and

WHEREAS, the City Council recognizes the importance of ensuring the long-term stewardship, maintenance, enhancement, and sustainability of the David & Pauline Jarrell Center City Garden; and

WHEREAS, the proposed David & Pauline Jarrell Center City Garden Sponsorship Guide establishes a structured program through which individuals, businesses, organizations, and community partners may financially support the Garden in exchange for recognition opportunities consistent with City policies; and

WHEREAS, the Sponsorship Guide identifies sponsorship opportunities for various Garden amenities, establishes sponsorship terms and recognition standards, and provides that sponsorship revenues will be used to support the maintenance, repair, replacement, and enhancement of Garden features and amenities unless otherwise designated;

WHEREAS, the Sponsorship Guide further provides that sponsorships are subject to City approval, do not convey ownership or exclusive use of public property, and that naming rights expire at the conclusion of the approved sponsorship term unless otherwise renewed by the City;

WHEREAS, the City Council finds that the Sponsorship Guide serves the public interest by encouraging private investment in a public amenity while preserving the City's authority over public property and sponsorship approvals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina, that:

1. The City Council hereby endorses and approves the David & Pauline Jarrell Center City Garden Sponsorship Guide, substantially in the form presented to the Council.

2. The City Manager, or the City Manager's designee, is authorized to administer the sponsorship program, market sponsorship opportunities, review sponsorship applications, and execute sponsorship agreements that are consistent with the approved Sponsorship Guide and applicable City policies.
3. Any proposed sponsorship or recognition that is inconsistent with the Sponsorship Guide, involves a significant naming opportunity not addressed therein, or otherwise warrants policy consideration may be referred to the City Council for approval.
4. The City Manager is authorized to make non-substantive administrative revisions to the Sponsorship Guide, including corrections to formatting, contact information, graphics, and similar editorial changes, provided such revisions do not materially alter sponsorship opportunities, pricing, recognition levels, or program policies approved by the City Council.
5. Sponsorship revenues shall be deposited and expended in accordance with the approved Sponsorship Guide and applicable City financial policies for the benefit of the David & Pauline Jarrell Center City Garden.

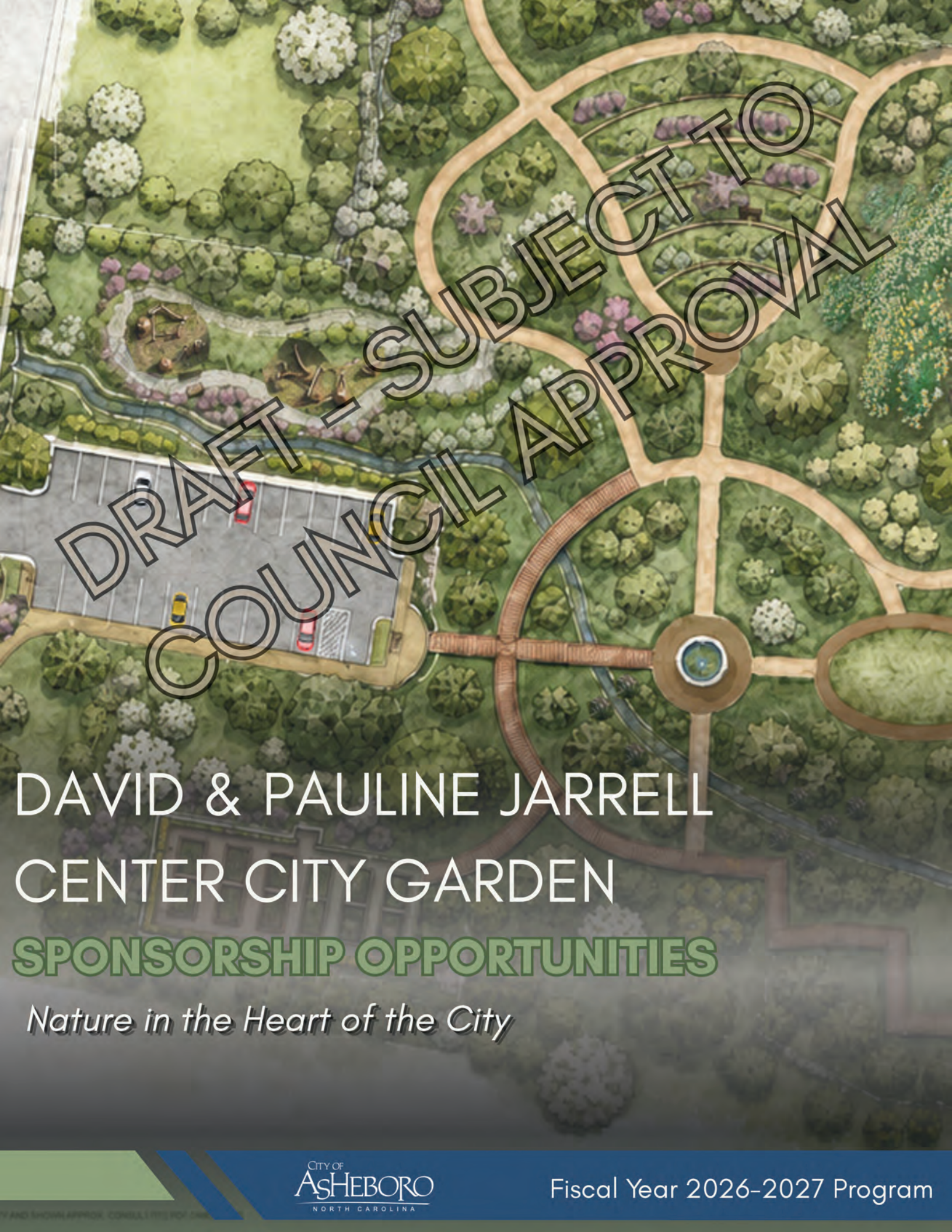
BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting on August 6, 2026.

W. Joseph Trogdon, Jr, Mayor

ATTEST

Holly H. Doerr CMC, NCCMC, City Clerk



DRAFT - SUBJECT TO
COUNCIL APPROVAL

DAVID & PAULINE JARRELL CENTER CITY GARDEN SPONSORSHIP OPPORTUNITIES

Nature in the Heart of the City



ABOUT THE DAVID & PAULINE JARRELL CENTER CITY GARDEN

Welcome to one of Asheboro's most unique public gathering places—a garden created to celebrate our community's heritage while providing a peaceful space for residents and visitors to enjoy nature in the heart of the city.

This special place exists because of the vision and generosity of former Mayor David Jarrell and his wife, Pauline, who acquired and donated much of the garden property, making it possible for the City of Asheboro to preserve it as public open space.

Their commitment to downtown revitalization and community service created a lasting legacy for future generations.



- 1 Plaza
- 2 Pergola
- 3 Nature Play Area
- 4 Heirloom Garden
- 5 Wetland Garden
- 6 Display Garden
- 7 Benches
- 8 Boardwalk
- 9 Educational Signage

SUSTAINING THE GARDEN FOR GENERATIONS

The Jarrell Center City Garden is intended to be a lasting community asset that will enrich Asheboro for generations. Sponsorships play an important role in ensuring it remains a beautiful, safe, and welcoming destination for years to come.

Unless otherwise designated, sponsorship contributions will be used to support the ongoing maintenance, repair, replacement, and enhancement of Garden features and amenities. These funds help preserve landscaping, public art, seating, lighting, walkways, signage, and other elements while allowing the City to replace aging or damaged features as needed.

By supporting the Jarrell Center City Garden, sponsors are making a lasting investment in the stewardship of one of Asheboro's signature public spaces, helping ensure it continues to inspire, educate, and bring people together.

PREMIER SPONSORSHIP OPPORTUNITIES



PLAZA

The heart of the garden and a welcoming space for community events and gatherings, featuring a picturesque water feature.

3 YEARS

10 YEARS

LIFETIME

RESERVED

Recognition includes:

- Naming rights
- Prominent recognition signage
- Website recognition



NATURE PLAY AREA

A natural play space that encourages creativity, exploration, and connection with nature.

3 YEARS	10 YEARS	LIFETIME
\$10,000	\$25,000	TBD

Recognition includes:

- Naming rights
- Prominent recognition signage
- Website recognition



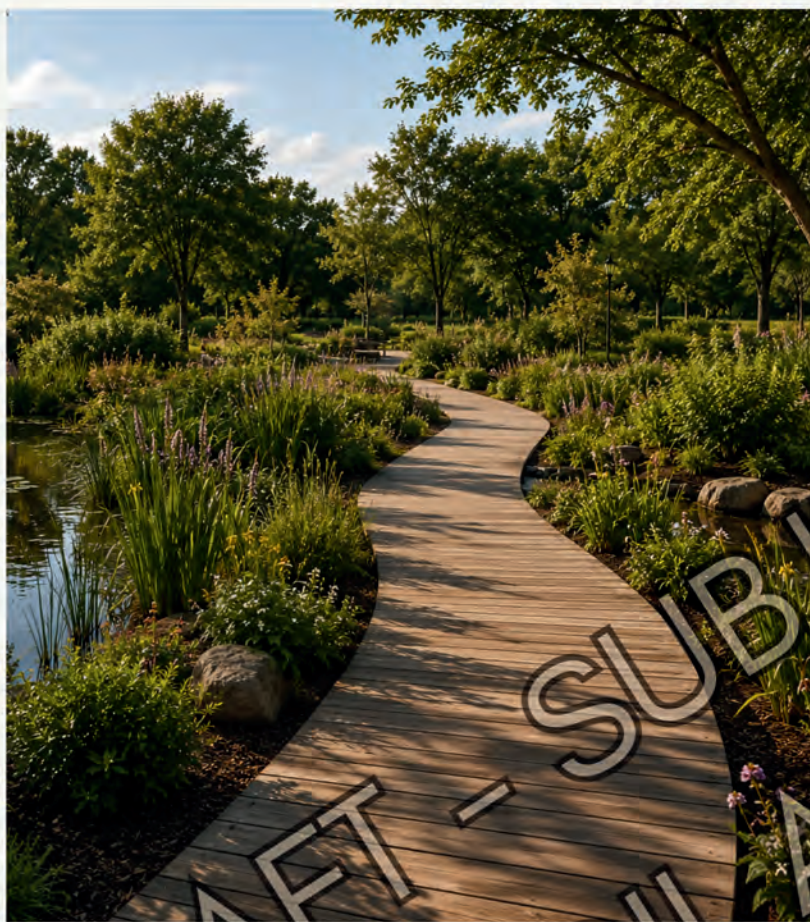
PERGOLA

A semi-covered area with ample room for small events and gatherings.

3 YEARS	10 YEARS	LIFETIME
\$10,000	\$30,000	TBD

Recognition includes:

- Naming rights
- Prominent recognition signage
- Website recognition



BOARDWALK

An immersive path connecting visitors to the garden's natural landscape and wetland area.

3 YEARS	10 YEARS	LIFETIME
\$15,000	\$35,000	TBD

Recognition includes:

- Naming rights
- Prominent recognition signage
- Website recognition

SIGNATURE GARDEN COLLECTIONS



HERITAGE GARDEN

Celebrating the region's agricultural heritage and time-honored plants.

3 YEARS	10 YEARS	LIFETIME
\$4,000	\$10,000	TBD



WETLAND GARDEN

A living habitat that supports wildlife and protects our natural resources.

3 YEARS	10 YEARS	LIFETIME
\$4,000	\$10,000	TBD



DISPLAY GARDEN

Vibrant seasonal plantings that provide beauty and inspiration year-round.

3 YEARS	10 YEARS	LIFETIME
\$4,000	\$10,000	TBD

Recognition includes:

- Prominent recognition signage
- Website recognition

COMMUNITY SPONSORSHIPS



GARDEN BENCHES

Comfortable places for rest, relaxation, and admiring the serene surroundings.

3 YEARS	10 YEARS	LIFETIME
\$750	\$2,000	TBD

Includes recognition plaque(s)



EDUCATIONAL SIGNAGE

Various displays throughout the garden with enlightening information about the landscape.

3 YEARS	10 YEARS	LIFETIME
\$750	\$2,000	TBD

Includes recognition plaque(s)

A place where history,
nature, and community
grow together.

FUTURE HOME OF

David and Pauline Jarrell Center City Garden
Proposed Master Plan

THANK YOU FOR GROWING WITH ASHEBORO

For more information, please contact:
City of Asheboro | City Manager's Office
146 N. Church St, Asheboro NC 27203
336-626-1201

IN THE WEEDS — OUR DISCLAIMERS AND MORE

1. Renderings and imagery are provided for **illustrative purposes only** and are intended to represent design intent; actual constructed elements may differ from the concepts presented in this sponsorship guide.
2. **Lifetime sponsorship level** entitles sponsor to all featured recognition for the duration of the entire useful life of the amenity or facility.
3. **Expiration:** At the end of the sponsorship term, naming rights expire. The City may renew the agreement with the current sponsor, offer the naming opportunity to another sponsor, or restore the feature to an unsponsored amenity at its discretion. Sponsors will be contacted prior to expiration.
4. Donors wishing to support the facility **in perpetuity** can contribute to a restricted fund maintained by the City of Asheboro designated exclusively for future Garden expenses.

David & Pauline Jarrell Center City Garden Sponsorship Commitment Form

Thank you for supporting the David & Pauline Jarrell Center City Garden. Please complete this form and return it to the City of Asheboro to reserve your sponsorship opportunity.

Sponsor Information

Organization/Business (if applicable): _____

Primary Contact: _____

Mailing Address: _____

City, State, ZIP: _____

Phone: _____ Email: _____

Sponsorship Selection

Sponsorship Opportunity: _____ Sponsorship Amount: \$ _____

Requested Recognition Name (as it should appear on signage): _____

Term of Sponsorship: _____ Years (per Sponsorship Guide)

☐ I am interested in speaking to City staff about contributing to the Garden Restricted Fund.

Payment Information

☐ Check Enclosed (Payable to City of Asheboro)

☐ Invoice Requested

Sponsor Acknowledgement

By signing below, I acknowledge that:

- I have reviewed and agree to the terms and conditions contained in the Jarrell Center City Garden Sponsorship Guide.
- Sponsorships are subject to approval by the City of Asheboro.
- Sponsorship recognition and installation of signage will occur following execution of a sponsorship agreement and receipt of payment.
- Naming rights are granted only for the approved sponsorship term and do not convey ownership or exclusive use of City property.

Sponsor Representative Signature

Name: _____ Title (if applicable): _____

Signature: _____ Date: _____

THIS SECTION FOR CITY USE ONLY

Date Received: _____

Approved By: _____

Agreement Executed: _____

Payment Received: _____

Recognition Installed: _____

Return completed form to 146 North Church Street or mail to:

City of Asheboro Manager's Office

146 North Church Street

PO Box 1106

Asheboro, NC 27204

Phone: (336) 626-1201

Email: tnuttall@ci.asheboro.nc.us

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION AUTHORIZING THE CITY OF ASHEBORO TO
PARTICIPATE IN IMPROVEMENTS TO SPRINGDALE LANE**

WHEREAS, the City Council of the City of Asheboro desires to facilitate the completion of Springdale Lane as a public street meeting City standards; and

WHEREAS, the proposed improvements will provide a safe and durable public roadway, including the construction of an acceptable public street section and turnaround suitable for future City maintenance; and

WHEREAS, the City Council finds that it is in the public interest to participate in the costs associated with these improvements in accordance with the cost-sharing arrangement outlined below.

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

1. The City of Asheboro agrees to participate in the Springdale Lane improvement project and authorizes the expenditure of funds for roadway improvements as described herein.
2. The City's participation shall include:
 - a. Payment of the full cost of improvements to the approximately 128 linear feet of roadway presently under the maintenance jurisdiction of the City, in the amount of \$15,350.
 - b. Payment of a portion of the costs to complete extension of Springdale Lane as a public street, including an acceptable turnaround meeting City standards. The total cost of these improvements is \$36,750, with the City's share being \$16,375.
 - c. Payment of the cost of an asphalt overlay of the existing roadway segment, estimated at \$9,400, as recommended by the City's Public Works Department to improve long-term pavement durability and reduce future maintenance needs.
3. The City's total financial participation shall not exceed \$41,125.

4. The remaining estimated construction costs described in Paragraph 2(b), estimated at \$20,375, shall be the responsibility of the participating property owner(s)/developer.
5. Payment of City Funds. The City's approved share of the project costs shall be paid directly to the contractor upon satisfactory completion of the work, following inspection and approval by the City Engineer or Public Works Director, receipt of an itemized invoice, and verification that the improvements have been completed in accordance with the approved and agreed upon specifications.
6. Acceptance and Maintenance. Upon completion of the roadway improvements, the City shall inspect the roadway and associated improvements to determine compliance with all applicable City design and construction standards. Provided the improvements are completed in a manner acceptable to the City and provided the City Council formally accepts the improvements, the City shall accept Springdale Lane, including the approved turnaround, into the City's public street system and thereafter assume responsibility for its operation and maintenance.
7. Authority to Execute Agreements. The City Manager is authorized to negotiate and execute any documents necessary to implement this Resolution.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting on August 6, 2026.

W. Joseph Trogdon, Jr, Mayor

ATTEST

Holly H. Doerr CMC, NCCMC, City Clerk

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION AUTHORIZING AN OFFER BY THE CITY OF ASHEBORO
TO PURCHASE CERTAIN REAL PROPERTY OWNED BY
THE ESTATE OF BOBBY ANDREWS**

WHEREAS, the Estate of Bobby Andrews owns two parcels of land (Randolph County Parcel Identification Number 7712076218 and 7712072216) that contain approximately 26.61 acres of land located within the watershed for Lake Reese in Randolph County, North Carolina (this parcel of land will be hereinafter referred to as the “Watershed Parcel”); and

WHEREAS, the City of Asheboro would like to foster water quality enhancement by protecting the existing natural vegetative buffer by removing the Watershed Parcel from the inventory of land available for potentially detrimental land disturbing activities; and

WHEREAS, the Estate of Bobby Andrews has expressed a willingness to convey the Watershed Parcel to the City of Asheboro in fee simple in consideration of the payment of the fair market value of the parcel, which is two hundred and twenty-five thousand dollars (\$225,000.00); and

WHEREAS, the Asheboro City Council has concluded that the proposed purchase price is reasonable, and the acquisition of this land is consistent with the Council’s goals for protecting the city’s natural resources, specifically including a high quality water supply;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the OFFER TO PURCHASE AND CONTRACT, executed on July 30, 2026, attached to this resolution and incorporated into this resolution by reference as if copied fully herein, is hereby approved; and

BE IT FURTHER RESOLVED that Mayor W. Joseph Trogdon, Jr, the City Manager Donald Duncan and the City Attorney Thomas D. Carruthers are hereby directed to perform all due diligence necessary to confirm the viability of this anticipated purchase and are authorized to take all of the administrative, financial, and legal actions necessary to successfully implement the land acquisition and are authorized to execute any and all documents and instruments necessary for the acquisition of the Watershed Parcel in accordance with the terms and conditions of the approved OFFER TO PURCHASE AND CONTRACT.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting on August 6, 2026.

W. Joseph Trogdon, Jr, Mayor

ATTEST

Holly H. Doerr CMC, NCCMC, City Clerk

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS:

(a) "Seller": Estate of Bobby Andrews

(b) "Buyer": Julie Hatchel, Agent or Assigns

(c) "Property": The Property includes all real estate in this paragraph, appurtenances thereto, improvements located thereon, and fixtures. Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address. *If Seller wishes to sell less than an entire tract of land, then the assistance of a real estate attorney is strongly advised to ensure compliance with N.C.G.S. § 160D-807.*

Street Address: Hoover Hill Road City: Asheboro
 Zip: 27205 County: Randolph, NC. Described in whole or part in Deed Book 1499/153 at Page 1234/44.
 Lot/Unit NA, Block/Section NA, Subdivision/Condominium NA
 Plat Book/Slide NA at Page(s) NA PIN/PID: 7712076218 & 7712072216 (26.61 acres approximately)
 Other Description: R1408;W & R1408;W No Rd Frtg

The Property ☐ will ☒ will not include a manufactured or mobile home. The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit. *Attach Form 2A11-T if any of these items are included.*

☐ Additional Parcels are described in an attached exhibit or Form 2A10-T and part of the definition of Property herein.

(d) "Purchase Price":

\$ 225,000.00

\$ NA

\$ NA

\$ NA

\$ _____

\$ _____

\$ 225,000.00

To be paid in U.S. Dollars upon the following terms:

Due Diligence Fee. Paid to Seller and due on the Effective Date by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer (*specify payment service:* _____)

Initial Earnest Money Deposit. Paid and delivered to Escrow Agent within five days of the Effective Date by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer.

Additional Earnest Money Deposit. Paid and delivered to Escrow Agent no later than 5 p.m. on _____, **TIME IS OF THE ESSENCE** by ☐ cash ☐ official bank check ☐ wire transfer ☐ electronic transfer

Assumption. Buyer will assume the unpaid principal balance and all obligations of Seller on the existing loan(s). See Loan Assumption Addendum (Form 2A6-T).

Seller Financing. See Seller Financing Addendum (Form 2A5-T).

BALANCE of the Purchase Price at Settlement.

(e) "Seller Concessions": In addition to Buyer Agent Compensation, if any, Seller shall pay at Settlement \$-0- or -0- % of the Purchase Price toward any of Buyer's other expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, including FHA/VA lender and inspection costs that Buyer is not permitted to pay, if any.

(f) "Due Diligence Period": (Check only one. Do not insert "N/A") The period starting on the Effective Date and ending at 5:00 p.m.: ☐ on (date) 07/29/2026 ; **OR** ☐ _____ days after the Effective Date on the last day of the period. **TIME IS OF THE ESSENCE.**

(g) "Settlement Date": Settlement will occur no later than (date) August 18, 2026 at a time and place designated by Buyer.

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. As stated above, the Due Diligence Fee is due on the Effective Date, and it must be delivered to Seller no later than the next banking day following the Effective Date. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing.

R This form jointly approved by:
 North Carolina Bar Association
 NC REALTORS®

Buyer initials JH/HL

Seller initials _____

TB
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 3:46 AM EDT
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STANDARD FORM 12-T
 Revised 7/2026
 © 7/2026

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The Due Diligence Fee shall be non-refundable unless otherwise provided herein or if Seller materially breaches this Contract including any addendum or amendment hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. Seller, or Seller's agent, may direct Buyer in writing to make the Due Diligence Fee payable to a party other than "Seller" as that term is defined herein, and Seller agrees to be bound by such written direction. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(k) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract. In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, Escrow Agent may remit the Earnest Money Deposit to the clerk of court or otherwise disburse it according to North Carolina Law if the Buyer and Seller cannot resolve the dispute by consent.

(l) **"Escrow Agent"** (insert name): NA. Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s). THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST-BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(m) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(n) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

Attorney Closings in North Carolina: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(o) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

2. BUYER'S DUE DILIGENCE PROCESS: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. *Seller is not obligated to grant an extension.* If Buyer terminates outside the Due Diligence Period, Buyer may lose their Earnest Money Deposit. Buyer may continue to investigate the Property following the expiration of the Due Diligence Period as allowed under this paragraph and 6(c) herein.

Buyer initials HAOASeller initials TB

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any. *There is no loan or appraisal contingency in this Contract.* Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 6(h).
- (viii) **Flood/Wetland/Water Hazard:** Investigation of potential flood hazards, wetlands, or other water or riparian issues on the Property; and/or any requirement to purchase flood insurance in order to obtain a loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.
- (xi) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice")

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during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), TIME IS OF THE ESSENCE. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

3. BUYER REPRESENTATIONS:

(a) **Funds to complete purchase:** Buyer's obligations under this Contract are not conditioned on obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some loans and programs providing funds to Buyer may impose repair obligations or additional conditions or costs upon Seller or Buyer, and more information may be needed. Material changes to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

☒ (Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement ☐ is ☒ is not attached. If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

☐ **Loan(s)/Other Funds:** Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources. The parties should note that some loans may have repair obligations or other costs on Seller or Buyer.

Check all applicable sources:

☐ First Mortgage Loan: Buyer intends to obtain a first mortgage loan of the following: ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ USDA ☐ Other type: _____

_____ in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP.

☐ Second Mortgage Loan: Buyer intends to obtain a second mortgage loan as follows: _____

☐ Other funds: Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

(b) **Other Property:** This subparagraph is only a disclosure by Buyer and does not make this contract contingent on the sale of Buyer's other property. If Buyer and Seller wish to make this Contract contingent on the sale of Buyer's other property, then the parties should attach an attorney-drafted, custom addendum.

Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

☐ (Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ (Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- ☐ is listed with and actively marketed by a licensed real estate broker.
- ☐ will be listed with and actively marketed by a licensed real estate broker.
- ☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

Buyer initials JAA

Seller initials

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(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Vacant Land Disclosure Statement (check only one):**

☒ Buyer has received a signed copy of the Vacant Land Disclosure Statement (Form 142) prior to making this offer.

☐ Buyer has NOT received a signed copy of the Vacant Land Disclosure Statement (Form 142) prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to the end of the third calendar day following the Effective Date.

4. BUYER OBLIGATIONS:

(a) **Timely Payment of Earnest Money Deposit and Due Diligence Fee; Dishonored Funds:**

(i) **Demand for Payment:** Buyer must timely pay the Earnest Money Deposit and Due Diligence Fee. Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one banking day after written notice to deliver cash, official bank check, wire transfer, or electronic transfer to the payee. Form 355 may be used to demand funds from Buyer.

(ii) **Termination:** In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(iii) **Cooperation in Electronic Transfers:** If Buyer is paying any fee or deposit by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer. Buyer shall be responsible for additional costs, if any, associated with such transfer.

(b) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(c) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to: (i) any loan obtained by Buyer; (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract; (iii) appraisal; (iv) title search; (v) title insurance; (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement; (vii) recording the deed; and (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(d) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(e) **Information for Governmental Reporting:** If applicable, Buyer must provide the closing attorney with any information necessary to comply with governmental reporting requirements, including, but not limited to, the Financial Crimes Enforcement Network's (FinCEN) reporting rule to prevent illegal financial practices.

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller ☒ has owned the Property for at least one year; ☐ has owned the Property for less than one year; ☐ does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property ☐ subjects ☒ does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

Buyer initials MAA

Seller initials



6. SELLER OBLIGATIONS:**(a) Evidence of Title, and Payoff Statement(s):**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(b) Authorization to Disclose Information: Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) Access to Property: Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well. Until the Due Diligence Fee is delivered, physical access to the Property may be limited or denied by Seller.

(d) Removal of Seller's Property: Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) Settlement Deliverables: If requested by the closing attorney, Seller shall furnish, prior to or at Settlement, the following items in form satisfactory to Buyer and Buyer's title insurer, if any:

- (i) Affidavit and indemnification agreements or other documents that: (1) cover any potential materialman's lien under N.C.G.S. § 44A-8 for labor, services, materials, or rental equipment used on the Property within 120 days of Settlement; (2) address the closing attorney's difficulty in accessing electronic records with the register of deeds and the clerk of court; and (3) allow Buyer to obtain a title insurance policy, subject to the exceptions in paragraph 6(g) below.
- (ii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller will also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). If Seller does not provide this certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(f) Designation of Lien Agent, Payment and Satisfaction of Liens: If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) Good Title, Legal Access: Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (i) ad valorem taxes for the current year; (ii) utility easements and unviolated covenants, conditions or restrictions; and (iii) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way. Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

(h) Governmental Compliance: It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive only a refund of the Earnest Money Deposit and the Due Diligence Fee.

Buyer initials

Initial
JH/AL

Seller initials

TB
07/30/25

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed may be made to the following with no assignment being necessary (a) Buyer; (b) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (c) a trust for which Buyer is the beneficiary; (d) any relative of Buyer; and/or (e) Other: (Insert Name(s) Only): To Be Determined.

(j) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(k) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

7. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. §47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

(b) **Buyer shall pay:**

- (i) charges for providing information required by Buyer's lender;
- (ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) determining restrictive covenant compliance.

8. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Rents:** Rents, if any, for the Property;

(c) **Dues:** Owners' association regular assessments (dues) and other like charges.

9. CONDITION OF PROPERTY/RISK OF LOSS:

(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property and transferable amenities and services (keys, including mailbox keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(n). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

12. **ADDENDA:** Buyer and Seller should note that real estate brokers cannot draft addenda to this Contract.

- | | |
|---|--|
| ☐ Additional Provisions Addendum (Form 2A11-T) | ☐ Owners' Association Disclosure Addendum (Form 2A12-T) |
| ☒ Additional Signatures Addendum (Form 3-T) | ☐ Seller Financing Addendum (Form 2A5-T) |
| ☐ Back-Up Contract Addendum (Form 2A1-T) | ☐ Short Sale Addendum (Form 2A14-T) |
| ☐ Loan Assumption Addendum (Form 2A6-T) | |
- ☒ Identify other attorney or party drafted addenda: Buyers Agent Compensation Addendum

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT/RECORDATION:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

18. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina. A "banking day" in this Contract is every Monday through Friday and excludes Saturdays, Sundays, and holidays observed by the Board of Governors of the Federal Reserve.

Buyer initials MM

Seller initials

TB
07/30/26

21. REMEDIES:

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property as well as Seller's right under paragraph 4(a) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NC REALTORS® AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Buyer: (Name) Julie Hatchel, Agent or Assigns (Signature) *Julie Hatchel, Agent or Assigns* (Date) 7/29/2026 | 11:20

Buyer: (Name) _____ (Signature) _____ (Date) _____

Entity Buyer: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____ (Date) _____

Seller: (Name) Estate of Bobby Andrews (Signature) *Terrie Bryant*

dotloop verified
07/30/26 3:46 AM EDT
GKK3-P56E-ROVB-OPYG

Seller: (Name) _____ (Signature) _____ (Date) _____

Entity Seller: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____ (Date) _____

DocuSign Envelope ID: 0D9DB1A3-40F9-8107-8125-600697CBCDE0

WIRE FRAUD WARNING

Buyer: Before wiring any funds, call the closing attorney's office and verify instructions. If you receive wiring instructions for a different bank, branch location, or account after verifying with the closing attorney; presume the instructions are fraudulent, do not send funds, and call the closing attorney again immediately.

Seller: If your closing proceeds will be wired, you should provide wiring instructions at Settlement in writing and in the presence of the attorney. If you are unable to attend Settlement, you may be required to send an original notarized directive to the closing attorney's office with wiring instructions. This may be sent with the deed, lien waiver, and tax forms.

Both Buyer and Seller should independently obtain the closing attorney's phone number to ensure it is legitimate. Do not rely on a phone number from an email, even from the closing attorney's office, your real estate agent, or anyone else.

NOTICE INFORMATION

Insert at least one address or electronic delivery address that each party and agent approves for the receipt of any notice in this Contract. Insert "N/A" in spaces not used or approved.

BUYER NOTICE ADDRESS:

Mailing Address: 100 Sunset Avenue, Asheboro NC 27203

Buyer Fax #: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: 1320 Jacksboro Pike, La Follette, TN 37766

Seller Fax #: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY AND NOTICE ADDRESSES FOR AGENTS

Selling Firm Name: RE/MAX Central Realty
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Firm License #: C6918

Mailing Address: 231 S Fayetteville St, Asheboro, NC 27203

Individual Selling Agent: Vickie Gallimore
☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: 101661

Selling Agent Phone#: (336)953-9500

Selling Agent Fax#: (336)626-2253

Selling Agent E-mail: vickie@vickiegallimore.com

Listing Firm Name: Top Dog Realty NC-South
Acting as ☒ Seller's Agent ☐ Dual Agent

Firm License #: C35333

Mailing Address: 409 Kennedy Farm Rd N, Trinity, NC 27370

Individual Listing Agent: Donna Hughes
☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: 179267

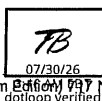
Listing Agent Phone#: (336)953-5462

Listing Agent Fax#: _____

Listing Agent E-mail: topdogrealttygal@gmail.com

Buyer initials JHAA

Seller initials



DocuSign Envelope ID: 0D9DB1A3-40F9-8107-8125-600697CBCDE0

**OFFER TO PURCHASE AND CONTRACT
ACKNOWLEDGMENT OF RECEIPT OF MONIES**

Seller: Estate of Bobby Andrews ("Seller")Buyer: Julie Hatchel, Agent or Assigns ("Buyer")Property Address: Hoover Hill Road, Asheboro, NC 27205 ("Property")☐ **LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date: _____

Firm: Top Dog Realty NC-South

By: _____

(Signature)

Donna Hughes

(Print name)

☐ **SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____

Seller: _____

(Signature)

Estate of Bobby Andrews

Date: _____

Seller: _____

(Signature)

☐ **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ NA. Escrow Agent as identified in Paragraph 1(i) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: NA

By: _____

(Signature)

(Print name)

☐ **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ NA. Escrow Agent as identified in Paragraph 1(I) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: NATime: _____ ☐ AM ☐ PM

By: _____

(Signature)

(Print name)

DocuSign Envelope ID: 0D9DB1A3-40F9-8107-8125-600697CBCDE0

ADDITIONAL SIGNATURES ADDENDUM**[Consult "Guidelines" (Form 3G) for guidance in completing this form]****NOTE:** This form should not be used to add new parties after a contract has been formedProperty Address: 26 Acres of Vacant Land (2 parcels), Hoover Hill Rd., Trinity, NC PIN#7712076218 & 7712072216

This ADDITIONAL SIGNATURES ADDENDUM is attached to and made a part of the following named document including any addendum listed here (*describe form and addendum by name*). Offer to Purchase & Contract, Buyers Agent Compensation Addendum
—NC Document 12-T, 141, 142, 220 Vacant Land Disclosure Statement, Mineral and Oil and Gas rights Disclosure
Statement ("Document").

The number of parties who need to sign the Document exceed the space provided in the Document. The sole purpose of this Addendum is to provide additional spaces for the identification and signature of the Document by all necessary parties.

By signing this Addendum, each of the additional parties named below acknowledges receipt of the Document and agrees to be bound by all the terms, conditions and/or other provisions contained in the Document.

NC REALTORS® AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Party Name (print): Myra Andrews Flinchum ☐ Buyer ☒ Seller ☐ Other: _____

Signature: Myra Andrews Flinchum dotloop verified
07/30/26 7:52 AM EDT
LJSW-BTOW-SJLA-WGRO Date: 07/30/2026

Party Name (print): Timothy Dean Flinchum ☐ Buyer ☒ Seller ☐ Other: _____

Signature: Timothy Dean Flinchum dotloop verified
07/30/26 8:09 AM EDT
7ZFH-PKGF-VZFU-KE9M Date: 07/30/2026

Party Name (print): Cynthia Andrews Rich ☐ Buyer ☒ Seller ☐ Other: _____

Signature: Cynthia Andrews Rich dotloop verified
07/30/26 3:04 PM EDT
7B4R-AB9F-8WW7-YFB2 Date: 07/30/2026

Party Name (print): Rodney Rich ☐ Buyer ☒ Seller ☐ Other: _____

Signature: Rodney Rich dotloop verified
07/30/26 6:44 PM EDT
7MMF-YALW-WUW5-MVDG Date: 07/30/2026

Party Name (print): Amanda Rose Loveday ☐ Buyer ☒ Seller ☐ Other: _____

Signature: Amanda Rose Loveday dotloop verified
07/30/26 12:14 PM EDT
9TC1-N00Z-NORV-ZX8N Date: 07/30/2026

Party Name (print): Jacob Loveday ☐ Buyer ☒ Seller ☐ Other: _____

Signature: Jacob Loveday dotloop verified
07/30/26 12:15 PM EDT
DSCA-JYEL-ZZVY-CREH Date: 07/30/2026

Party Name (print): Ashley Powers ☐ Buyer ☒ Seller ☐ Other: _____

Signature: Ashley Powers dotloop verified
07/30/26 8:38 AM EDT
LWDC-Q8OH-QCOV-YPYC Date: _____

Entity Party Name (print): _____

By: _____
 Signature of authorized representative Date Print name and title

☐ Buyer ☐ Seller ☐ Other: _____

Entity Party Name (print): _____

By: _____
 Signature of authorized representative Date Print name and title

☐ Buyer ☐ Seller ☐ Other: _____



DocuSign Envelope ID: 0D9DB1A3-40F9-8107-8125-600697CBCDE0

ADDITIONAL SIGNATURES ADDENDUM**[Consult "Guidelines" (Form 3G) for guidance in completing this form]****NOTE:** This form should not be used to add new parties after a contract has been formedProperty Address: 26 Acres of Vacant Land (2 parcels), Hoover Hill Rd., Trinity, NC PIN#7712076218 & 7712072216

This ADDITIONAL SIGNATURES ADDENDUM is attached to and made a part of the following named document including any addendum listed here (*describe form and addendum by name*). Offer to Purchase & Contract, Buyers Agent Compensation Addendum
NC Document 12-T, 141, 142, 220 Vacant Land Disclosure Statement, Mineral and Oil and Gas rights Disclosure
 ("Document").

The number of parties who need to sign the Document exceed the space provided in the Document. The sole purpose of this Addendum is to provide additional spaces for the identification and signature of the Document by all necessary parties.

By signing this Addendum, each of the additional parties named below acknowledges receipt of the Document and agrees to be bound by all the terms, conditions and/or other provisions contained in the Document.

NC REALTORS® AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Party Name (print): Brittiany Andrews Byrd☐ Buyer ☒ Seller ☐ Other: _____Signature: Brittiany Andrews Byrddotloop verified
07/30/26 9:54 AM EDT
SCKO-PWBT-1K7V-TDEHDate: 07/30/2026Party Name (print): Jared Byrd☐ Buyer ☒ Seller ☐ Other: _____Signature: J Byrddotloop verified
07/30/26 11:12 AM EDT
DCSG-NEJK-PRTZ-BCRQDate: 07/30/2026

Party Name (print): _____

☐ Buyer ☐ Seller ☐ Other: _____

Signature: _____

Date: _____

Party Name (print): _____

☐ Buyer ☐ Seller ☐ Other: _____

Signature: _____

Date: _____

Party Name (print): _____

☐ Buyer ☐ Seller ☐ Other: _____

Signature: _____

Date: _____

Party Name (print): _____

☐ Buyer ☐ Seller ☐ Other: _____

Signature: _____

Date: _____

Party Name (print): _____

☐ Buyer ☐ Seller ☐ Other: _____

Signature: _____

Date: _____

Entity Party Name (print): _____

By: _____

Signature of authorized representative

Date

Print name and title

☐ Buyer ☐ Seller ☐ Other: _____

Entity Party Name (print): _____

By: _____

Signature of authorized representative

Date

Print name and title

☐ Buyer ☐ Seller ☐ Other: _____

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION AUTHORIZING AN OFFER BY THE CITY OF ASHEBORO
TO PURCHASE CERTAIN REAL PROPERTY OWNED BY
JASON W. WAGNER AND CLARA WAGNER**

WHEREAS, Jason W. Wagner and Clara Wagner own two parcels of land (Randolph County Parcel Identification Number 7712075929 and 7712082142) that contain approximately 4.85 acres of land located within the watershed for Lake Reese in Randolph County, North Carolina (this parcel of land will be hereinafter referred to as the “Watershed Parcel”); and

WHEREAS, the City of Asheboro would like to foster water quality enhancement by protecting the existing natural vegetative buffer by removing the Watershed Parcel from the inventory of land available for potentially detrimental land disturbing activities; and

WHEREAS, Jason W. Wagner and Clara Wagner have expressed a willingness to convey the Watershed Parcel to the City of Asheboro in fee simple in consideration of the payment of the fair market value of the parcel, which is one hundred and sixty-five thousand dollars (\$165,000.00); and

WHEREAS, the Asheboro City Council has concluded that the proposed purchase price is reasonable, and the acquisition of this land is consistent with the Council’s goals for protecting the city’s natural resources, specifically including a high quality water supply;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the OFFER TO PURCHASE AND CONTRACT, executed on August 5, 2026, attached to this resolution Andrews and incorporated into this resolution by reference as if copied fully herein, is hereby approved; and

BE IT FURTHER RESOLVED that Mayor W. Joseph Trogdon, Jr, the City Manager Donald Duncan and the City Attorney Thomas D. Carruthers are hereby directed to perform all due diligence necessary to confirm the viability of this anticipated purchase and are authorized to take all of the administrative, financial, and legal actions necessary to successfully implement the land acquisition and to are authorized to execute any and all documents and instruments necessary for the acquisition of the Watershed Parcel in accordance with the terms and conditions of the approved OFFER TO PURCHASE AND CONTRACT.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting on August 6, 2026.

W. Joseph Trogdon, Jr, Mayor

ATTEST

Holly H. Doerr CMC, NCCMC, City Clerk

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS:

(a) "Seller": Jason W Wagner, Clara Wagner

(b) "Buyer": City of Asheboro

(c) "Property": The Property includes all real estate in this paragraph, appurtenances thereto, improvements located thereon, and fixtures. Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address. *If Seller wishes to sell less than an entire tract of land, then the assistance of a real estate attorney is strongly advised to ensure compliance with N.C.G.S. § 160D-807.*

Street Address: Parcel 7712082142 & 7712075929

City: Asheboro

Zip: 27205 County: Randolph, NC. Described in whole or part in Deed Book 2224 at Page 564.

Lot/Unit NA, Block/Section NA, Subdivision/Condominium NA

Plat Book/Slide NA at Page(s) NA PIN/PID: 77102075929 & 7712082142 (approx 4.85 acres)

Other Description: R1408; W Deeded Access

The Property ☒ will ☐ will not include a manufactured or mobile home. The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit. *Attach Form 2A11-T if any of these items are included.*

☐ Additional Parcels are described in an attached exhibit or Form 2A10-T and part of the definition of Property herein.

(d) "Purchase Price":

\$ 165,000.00

\$ _____

\$ _____

\$ NA

\$ _____

\$ _____

\$ 165,000.00

To be paid in U.S. Dollars upon the following terms:

Due Diligence Fee. Paid to Seller and due on the Effective Date by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer (*specify payment service:* _____)

Initial Earnest Money Deposit. Paid and delivered to Escrow Agent within five days of the Effective Date by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer.

Additional Earnest Money Deposit. Paid and delivered to Escrow Agent no later than 5 p.m. on _____, **TIME IS OF THE ESSENCE** by ☐ cash ☐ official bank check ☐ wire transfer ☐ electronic transfer

Assumption. Buyer will assume the unpaid principal balance and all obligations of Seller on the existing loan(s). See Loan Assumption Addendum (Form 2A6-T).

Seller Financing. See Seller Financing Addendum (Form 2A5-T).

BALANCE of the Purchase Price at Settlement.

(e) "Seller Concessions": In addition to Buyer Agent Compensation, if any, Seller shall pay at Settlement \$zero or _____ % of the Purchase Price toward any of Buyer's other expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, including FHA/VA lender and inspection costs that Buyer is not permitted to pay, if any.

(f) "Due Diligence Period": (Check only one. Do not insert "N/A") The period starting on the Effective Date and ending at 5:00 p.m.: ☐ on (date) 08/05/2026; **OR** ☐ _____ days after the Effective Date on the last day of the period. **TIME IS OF THE ESSENCE.**

(g) "Settlement Date": Settlement will occur no later than (date) September 3, 2026 at a time and place designated by Buyer.

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. As stated above, the Due Diligence Fee is due on the Effective Date, and it must be delivered to Seller no later than the next banking day following the Effective Date. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing.



This form jointly approved by:
North Carolina Bar Association
NC REALTORS®

Buyer initials [Signature]

Seller initials CTJ

Page 1 of 11



STANDARD FORM 12-T
Revised 7/2026
© 7/2026

The Due Diligence Fee shall be non-refundable unless otherwise provided herein or if Seller materially breaches this Contact including any addendum or amendment hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. Seller, or Seller's agent, may direct Buyer in writing to make the Due Diligence Fee payable to a party other than "Seller" as that term is defined herein, and Seller agrees to be bound by such written direction. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(k) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract. In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, Escrow Agent may remit the Earnest Money Deposit to the clerk of court or otherwise disburse it according to North Carolina Law if the Buyer and Seller cannot resolve the dispute by consent.

(l) **"Escrow Agent"** (insert name): NA. Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s). THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST-BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

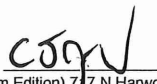
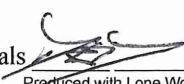
(m) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(n) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

Attorney Closings in North Carolina: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(o) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

2. BUYER'S DUE DILIGENCE PROCESS: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. Seller is not obligated to grant an extension. If Buyer terminates outside the Due Diligence Period, Buyer may lose their Earnest Money Deposit. Buyer may continue to investigate the Property following the expiration of the Due Diligence Period as allowed under this paragraph and 6(c) herein.



(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any. *There is no loan or appraisal contingency in this Contract.* Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 6(h).
- (viii) **Flood/Wetland/Water Hazard:** Investigation of potential flood hazards, wetlands, or other water or riparian issues on the Property; and/or any requirement to purchase flood insurance in order to obtain a loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.
- (xi) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice")

during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), TIME IS OF THE ESSENCE. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:** Buyer's obligations under this Contract are not conditioned on obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some loans and programs providing funds to Buyer may impose repair obligations or additional conditions or costs upon Seller or Buyer, and more information may be needed. Material changes to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

☒ (Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement ☐ is ☒ is not attached. If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

☐ **Loan(s)/Other Funds:** Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources. The parties should note that some loans may have repair obligations or other costs on Seller or Buyer.

Check all applicable sources:

☐ First Mortgage Loan: Buyer intends to obtain a first mortgage loan of the following: ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ USDA ☐ Other type: _____

_____ in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP.

☐ Second Mortgage Loan: Buyer intends to obtain a second mortgage loan as follows: _____

☐ Other funds: Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

(b) **Other Property:** This subparagraph is only a disclosure by Buyer and does not make this contract contingent on the sale of Buyer's other property. If Buyer and Seller wish to make this Contract contingent on the sale of Buyer's other property, then the parties should attach an attorney-drafted, custom addendum.

Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

☐ (Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ (Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- ☐ is listed with and actively marketed by a licensed real estate broker.
- ☐ will be listed with and actively marketed by a licensed real estate broker.
- ☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Vacant Land Disclosure Statement (check only one):**

☐ Buyer has received a signed copy of the Vacant Land Disclosure Statement (Form 142) prior to making this offer.

☒ Buyer has NOT received a signed copy of the Vacant Land Disclosure Statement (Form 142) prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to the end of the third calendar day following the Effective Date.

4. BUYER OBLIGATIONS:

(a) **Timely Payment of Earnest Money Deposit and Due Diligence Fee; Dishonored Funds:**

- (i) **Demand for Payment:** Buyer must timely pay the Earnest Money Deposit and Due Diligence Fee. Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one banking day after written notice to deliver cash, official bank check, wire transfer, or electronic transfer to the payee. Form 355 may be used to demand funds from Buyer.
- (ii) **Termination:** In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.
- (iii) **Cooperation in Electronic Transfers:** If Buyer is paying any fee or deposit by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer. Buyer shall be responsible for additional costs, if any, associated with such transfer.

(b) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(c) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to: (i) any loan obtained by Buyer; (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract; (iii) appraisal; (iv) title search; (v) title insurance; (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement; (vii) recording the deed; and (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(d) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(e) **Information for Governmental Reporting:** If applicable, Buyer must provide the closing attorney with any information necessary to comply with governmental reporting requirements, including, but not limited to, the Financial Crimes Enforcement Network's (FinCEN) reporting rule to prevent illegal financial practices.

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller ☒ has owned the Property for at least one year; ☐ has owned the Property for less than one year; ☐ does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property ☐ subjects ☒ does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. SELLER OBLIGATIONS:

(a) Evidence of Title, and Payoff Statement(s):

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well. Until the Due Diligence Fee is delivered, physical access to the Property may be limited or denied by Seller.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Settlement Deliverables:** If requested by the closing attorney, Seller shall furnish, prior to or at Settlement, the following items in form satisfactory to Buyer and Buyer's title insurer, if any:

- (i) Affidavit and indemnification agreements or other documents that: (1) cover any potential materialman's lien under N.C.G.S. § 44A-8 for labor, services, materials, or rental equipment used on the Property within 120 days of Settlement; (2) address the closing attorney's difficulty in accessing electronic records with the register of deeds and the clerk of court; and (3) allow Buyer to obtain a title insurance policy, subject to the exceptions in paragraph 6(g) below.
- (ii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller will also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). If Seller does not provide this certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (i) ad valorem taxes for the current year; (ii) utility easements and unviolated covenants, conditions or restrictions; and (iii) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way. Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive only a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed may be made to the following with no assignment being necessary (a) Buyer; (b) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (c) a trust for which Buyer is the beneficiary; (d) any relative of Buyer; and/or (e) Other: (Insert Name(s) Only): TBD.

(j) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(k) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

7. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) Seller shall pay:

- (i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. §47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

(b) Buyer shall pay:

- (i) charges for providing information required by Buyer's lender;
- (ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) determining restrictive covenant compliance.

8. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Rents:** Rents, if any, for the Property;

(c) **Dues:** Owners' association regular assessments (dues) and other like charges.

9. CONDITION OF PROPERTY/RISK OF LOSS:

(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property and transferable amenities and services (keys, including mailbox keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(n). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

12. **ADDENDA:** Buyer and Seller should note that real estate brokers cannot draft addenda to this Contract.

☐ Additional Provisions Addendum (Form 2A11-T)

☐ Additional Signatures Addendum (Form 3-T)

☐ Back-Up Contract Addendum (Form 2A1-T)

☐ Loan Assumption Addendum (Form 2A6-T)

☐ Owners' Association Disclosure Addendum (Form 2A12-T)

☐ Seller Financing Addendum (Form 2A5-T)

☐ Short Sale Addendum (Form 2A14-T)

☐ Identify other attorney or party drafted addenda: _____

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT/RECORDATION:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

18. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina. A "banking day" in this Contract is every Monday through Friday and excludes Saturdays, Sundays, and holidays observed by the Board of Governors of the Federal Reserve.

21. REMEDIES:

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property as well as Seller's right under paragraph 4(a) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NC REALTORS® AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

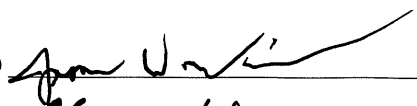
This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

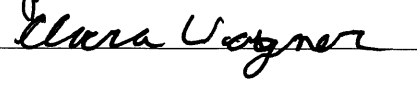
Buyer: (Name) City of Asheboro (Signature)  (Date) 8/5/2026

Buyer: (Name) _____ (Signature) _____ (Date) _____

Entity Buyer: (Name of LLC, Corp., Trust, etc.) City of Asheboro

By: (Name & Title) Donald Duncan (Signature) _____ (Date) _____

Seller: (Name) Jason W Wagner (Signature)  (Date) 8-5-26

Seller: (Name) Clara Wagner (Signature)  (Date) 8/5/26

Entity Seller: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____ (Date) _____

WIRE FRAUD WARNING

Buyer: Before wiring any funds, call the closing attorney's office and verify instructions. If you receive wiring instructions for a different bank, branch location, or account after verifying with the closing attorney; presume the instructions are fraudulent, do not send funds, and call the closing attorney again immediately.

Seller: If your closing proceeds will be wired, you should provide wiring instructions at Settlement in writing and in the presence of the attorney. If you are unable to attend Settlement, you may be required to send an original notarized directive to the closing attorney's office with wiring instructions. This may be sent with the deed, lien waiver, and tax forms.

Both Buyer and Seller should independently obtain the closing attorney's phone number to ensure it is legitimate. Do not rely on a phone number from an email, even from the closing attorney's office, your real estate agent, or anyone else.

NOTICE INFORMATION

Insert at least one address or electronic delivery address that each party and agent approves for the receipt of any notice in this Contract. Insert "N/A" in spaces not used or approved.

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax #: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax #: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY AND NOTICE ADDRESSES FOR AGENTS

Selling Firm Name: RE/MAX Central Realty
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Firm License #: C6918

Mailing Address: 231 S Fayetteville St, Asheboro, NC 27203

Individual Selling Agent: Vickie Gallimore
☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: 101661

Selling Agent Phone#: (336)953-9500

Selling Agent Fax#: (336)626-2253

Selling Agent E-mail: vickie@vickiegallimore.com

Listing Firm Name: NA
Acting as ☐ Seller's Agent ☐ Dual Agent

Firm License #: NA

Mailing Address: NA, ,

Individual Listing Agent: NA
☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: NA

Listing Agent Phone#: (NA)-

Listing Agent Fax#: (NA)-

Listing Agent E-mail: NA

**OFFER TO PURCHASE AND CONTRACT
ACKNOWLEDGMENT OF RECEIPT OF MONIES**

Seller: Jason W Wagner, Clara Wagner ("Seller")

Buyer: City of Asheboro ("Buyer")

Property Address: Parcel 7712082142 & 7712075929, Asheboro, NC 27205 ("Property")

☐ **LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date: _____

Firm: NA

By: _____

(Signature)

NA

(Print name)

☐ **SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____

Seller: _____

(Signature)

Jason W Wagner

Date: _____

Seller: _____

(Signature)

Clara Wagner

☐ **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(i) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: NA

By: _____

(Signature)

(Print name)

☐ **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ NA. Escrow Agent as identified in Paragraph 1(I) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: NA

Time: _____ ☐ AM ☐ PM

By: _____

(Signature)

(Print name)