

**NOTICE OF A SPECIAL MEETING OF THE
ASHEBORO CITY COUNCIL**

Tuesday, June 24, 2008

12:00 o'clock p.m.

Notice of a special meeting of the City Council of the City of Asheboro, North Carolina is hereby given. This meeting will be held on June 24, 2008 at 12:00 o'clock p.m. in the Council Chamber of the City of Asheboro Municipal Building, 146 North Church Street, Asheboro, North Carolina 27203.

This special meeting of the city council is to be held for the following purposes:

- a. Approval of the minutes for the May 27, 2008 special meeting of the city council as well as approval of an amendment of the minutes for the regular meeting of the city council that was held on May 8, 2008;
- b. Adoption of budget ordinance amendments for fiscal year 2007-2008;
- c. Approval of a proposed contract with the Ulah Volunteer Fire Protective Association, Inc. for the provision of fire protection services;
- d. Conduct a public hearing on the proposed budget for fiscal year 2008-2009 and consider the adoption of the budget ordinance for fiscal year 2008-2009;
- e. Conduct a public hearing and then consider an ordinance annexing 124.377 acres of land along the north side of Old Humble Mill Road at the request of the owner, Moffitts, Inc.;
- f. Consideration of the adoption of an ordinance amending certain water and sewer provisions in Chapter 50 of the Code of Asheboro; and
- g. Consideration of the adoption of an ordinance amending certain sanitation service provisions in Chapter 51 of the Code of Asheboro.

All officers of the city and all other persons whomsoever are hereby given notice of the above-described special meeting. This notice is issued on the 16th day of June 2008.

s/ David H. Jarrell
David H. Jarrell, Mayor
City of Asheboro, North Carolina

#

**SPECIAL MEETING
ASHEBORO CITY COUNCIL
TUESDAY, JUNE 24, 2008
12:00 p.m.**

This being the time and place for a special meeting of the Asheboro City Council, a meeting was held in the Council Chamber of the Asheboro Municipal Building with the following members and officials present:

- David H. Jarrell) – Mayor Presiding
- Edward J. Burks)
- Linda H. Carter)
- J. Keith Crisco) – Council Members Present
- Walker B. Moffitt)
- Archie B. Priest, Sr.)
- David H. Smith)
- Talmadge S. Baker) – Council Member Absent

John N. Ogburn, III, City Manager
Dumont Bunker, P.E., City Engineer
Holly H. Doerr, City Clerk/Senior Legal Assistant
Deborah P. Juberg, Finance Director
R. Reynolds Neely, Jr., Planning Director
O. Lynn Priest, Community Development Director
James W. Smith, Fire Chief
Jeffrey C. Sugg, City Attorney

1. Call to order.

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

2. Consent Agenda.

Upon motion by Mr. Crisco and seconded by Mr. Burks, Council voted unanimously to approve the following consent agenda items.

- (a) **The minutes of the special meeting of the City Council held on May 27, 2008.**
- (b) **An amendment of the previously adopted minutes for the regular meeting of the City Council that was held on May 8, 2008.**
- (c) **Adoption of budget ordinance amendments for fiscal year 2007-2008.**

34 ORD 06-08

**ORDINANCE to AMEND
DAVES MOUNTAIN PROJECT
FY 2007-2008**

WHEREAS, the Daves Mountain Project Ordinance was adopted to establish a project relating to sewer system improvements to the Daves Mountain Area and water and sewer system improvements to the Cedar Creek Subdivision, and;

WHEREAS, the revenues and expenditures were based on analysis and a plan to extend services as outlined in the engineering study completed by the Wooten Company, and;

WHEREAS, at the June 5, 2008 Council Meeting, the City Council decided not to adopt the Annexation Ordinance as it was written, and;

WHEREAS, the revenues and expenditures in the Daves Mountain Project fund have now changed from those originally adopted October 4, 2007, and;

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

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

Section 1: That the following revenue line item be decreased:

<u>Line Item</u>	<u>Description</u>	<u>Decrease Amount</u>
69-367-3000	Contribution from W&S Fund	\$(586,500)

Section 2: That the following expense line items be increased / decreased:

<u>Line Item</u>	<u>Description</u>	<u>Increase / Decrease Amount</u>
69-810-0401	Annexation Boundary Survey	(110,000)
69-810-0402	Surveys & Engineering Design	52,000
69-810-0403	Geotechnical Investigation & Testing	(100,000)
69-810-0404	Construction Administration	(75,000)
69-810-0405	Easement Surveys, Maps, Descriptions	(71,500)
69-810-0406	Legal Services for Property Acquisition	(53,000)
69-820-0000	Property Purchased for Easements	(230,000)
69-810-0500	Administration	1,000
		\$(586,500)

Adopted this the 24th day of June, 2008

s/ David H. Jarrell
David H. Jarrell, Mayor

ATTEST:
s/ Holly H. Doerr
Holly H. Doerr, City Clerk

35 ORD 06-08

**ORDINANCE to AMEND
THE WATER & SEWER FUND
FY 2007-2008**

WHEREAS, the Daves Mountain Project Ordinance was adopted to establish a project relating to sewer system improvements to the Daves Mountain Area and water and sewer system improvements to the Cedar Creek Subdivision, and;

WHEREAS, the project outlined a contribution from the Water & Sewer Fund to help support preparatory expenditures in this project, and;

WHEREAS, at the June 5, 2008 Council Meeting, the City Council decided not to adopt the Daves Mountain Annexation Ordinance as it was written, and;

WHEREAS, the revenues and expenditures in the Daves Mountain Project fund have now changed, and;

WHEREAS, the outlined Contribution from the Water & Sewer Fund is no longer needed at the level originally outlined at the October 4, 2007 meeting, and

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

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

Section 1: That the following revenue line item be decreased:

<u>Line Item</u>	<u>Description</u>	<u>Decrease Amount</u>
30-399-0000	Fund Balance Allocation	\$(586,500)

Section 2: That the following expense line items be decreased:

<u>Line Item</u>	<u>Description</u>	<u>Decrease Amount</u>
30-840-6900	Contribution to Capital Project	(343,250)
30-850-6900	Contribution to Capital Project	<u>(243,250)</u>
		\$(586,500)

Adopted this the 24th day of June, 2008

s/ David H. Jarrell
David H. Jarrell, Mayor

ATTEST:
s/ Holly H. Doerr
Holly H. Doerr, City Clerk

36 ORD 06-08

**Ordinance to Amend the General Fund
FY 2007-2008**

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

WHEREAS, the budget as adopted requires amendment to reflect adjustments in revenues and expenditures;

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

Section 1: That the following expense line items be increased / (decreased):

<u>Account#</u>	<u>Description</u>	<u>Amount</u>
10-410-0400	Professional Services	(62,300)
10-410-0704	Fringe Benefits- Insurance	(6,000)
10-410-4700	Elections & Referendums	(10,000)
10-420-0200	Salaries & Wages	(2,000)
10-420-0704	Fringe Benefits- Insurance	(3,000)
10-440-5000	Tax Collection Fee- Randolph County	(20,000)
10-450-0200	Salaries & Wages	(4,000)
10-480-0200	Salaries & Wages	18,000
10-490-0200	Salaries & Wages	18,000
10-500-3300	Central Office Supplies	(4,000)
10-530-5800	Workers Compensation	(67,000)
10-530-7400	Capital Outlay- Equipment	(53,000)
10-540-0200	Salaries & Wages	4,000
10-550-0201	Overtime Expense	11,000
10-550-1500	Maintenance & Repair- Building	25,000
10-550-3402	Traffic Division Supplies	23,000
10-565-7400	Capital Outlay- Equipment	127,000
10-575-0200	Salaries & Wages	(13,000)
10-575-0702	Fringe Benefits- FICA	(7,000)
10-575-0704	Fringe Benefits- Insurance	(4,000)
10-575-0705	Fringe Benefits- Retirement	(8,000)
10-580-0704	Fringe Benefits- Insurance	(28,000)
10-585-1700	Maintenance & Repair- Vehicles	(5,000)
10-585-3100	Gas, Oil, Tires	(15,000)
10-590-0400	Professional Services	18,000
10-610-5500	Community Appearance	15,000
10-610-5600	City Wide Art Exhibit	4,300
10-610-2700	Asheboro Housing Authority	3,000
10-620-0200	Salaries & Wages	30,000
10-620-0404	Professional Services- Mall Playground	10,000
10-620-1200	Athletic Programs	30,000
10-620-3500	Advertising	10,000
10-625-7400	Capital Outlay- Equipment	60,000
10-630-3400	Library- Books	(15,000)
10-640-0200	Salaries & Wages	(25,000)
10-640-0704	Fringe Benefits- Insurance	(28,000)
10-640-1500	Maintenance & Repair- Building	(12,000)
10-650-3400	Supplies & Materials	(6,000)
10-650-4500	Contracted Services	(5,000)
10-650-1600	Maintenance & Repair	(4,000)
	Total Increase / (Decrease)	\$0

Adopted this the 24th day of June, 2008

s/ David H. Jarrell
David H. Jarrell, Mayor

ATTEST:

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

37 ORD 06-08

**ORDINANCE TO AMEND THE
WATER & SEWER FUND BUDGET
FY 2007-2008**

WHEREAS, The City of Asheboro's city limits are not reflective of the entire economic impact service area of the City of Asheboro, and;

WHEREAS, the City of Asheboro, through its General Fund, has made numerous investments in the community, outside of the traditional City Government core responsibilities, whose benefit is enjoyed by our citizens as well as individuals in our water and sewer service area, and;

WHEREAS, the Water and Sewer Fund revenues generated are from the City of Asheboro entire economic impact service area who is benefiting from these investments in the community, and;

WHEREAS, the City of Asheboro wants to use revenues generated in the entire impact area to support investment in the entire impact area, and,

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

WHEREAS, the budget as adopted requires amendment to reflect adjustments in revenues and expenditures,

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

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

<u>Account #</u>	<u>Description</u>	<u>Increase Amount</u>
30-399-0000	Fund Balance Allocation	400,000
	Total Increase	\$400,000

Section 2: That the following expense line items be increased/ (decreased):

<u>Account #</u>	<u>Description</u>	<u>Amount</u>
30-720-7100	Contribution to General Fund	\$66,667
30-810-7100	Contribution to General Fund	\$66,667
30-820-7100	Contribution to General Fund	\$66,667
30-820-8100	Principal on Debt Service	(150,000)
30-820-8200	Interest on Debt Service	(100,000)
30-830-3500	Chemicals	150,000
30-830-1600	Maintenance & Repair- Equipment	100,000
30-830-7100	Contribution to General Fund	\$66,667
30-840-7100	Contribution to General Fund	\$66,667
30-850-7100	Contribution to General Fund	\$66,665
	Total Increase	\$400,000

Adopted this the 24th day of June 2008.

s/ David H. Jarrell
David H. Jarrell, Mayor

ATTEST:

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

(d) Approval of a proposed contract with the Ulah Volunteer Fire Protective Association, Inc. for the provision of fire protection services.

The approved contract provides as follows:

STATE OF NORTH CAROLINA

CONTRACT - FIRE PROTECTION SERVICE

COUNTY OF RANDOLPH

THIS CONTRACT is made and entered into this ____ day of _____, 2008, by and between the City of Asheboro, North Carolina, a North Carolina municipal corporation with its principal office located in Randolph County, North Carolina, (hereinafter referred to as the "City") and the Ulah Volunteer Fire Protective Association, Inc., a North Carolina non-profit corporation with its principal office located in Randolph County, North Carolina, (hereinafter referred to as the "Department").

WITNESSETH:

That for and in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the City and the Department, and pursuant to the authority granted by Section 160A-11 of the North Carolina General Statutes, the City and the Department do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service, specifically including without limitation fire suppression and first responder services, to the portion of the Tot Hill Farm development that has been made a part of the City of Asheboro by local act of the North Carolina General Assembly. The area for which fire protection service is to be provided by the Department under the terms and conditions of this contract is more specifically described by the metes and bounds description attached to this contract as "ATTACHMENT A." "ATTACHMENT A" is hereby incorporated into this contract by reference as if copied fully herein. The fire protection service to be provided to the above-described fire protection service area shall be equal in all material aspects, specifically including equipment and personnel, to the current protection provided by the Department to other properties located within its rated fire district.

2. In terms of monetary consideration, the City agrees to make an annual payment to the Department on or before the 31st day of July of each year in the amount of One Thousand Two Hundred and No/100 Dollars (\$1,200.00).

3. Either the City or the Department may terminate this contract, with or without cause, by giving timely written notice of the intent to terminate the contract. In order to be deemed timely and effective, this notice must be provided a minimum of one hundred eighty (180) days prior to the end of the last business day of the fiscal year utilized by the city (July 1 – June 30) in which service is to be provided under this contract. Any such notice of termination shall be deemed properly delivered upon the placement of the notice in the custody of the United States Postal Service for delivery by registered or certified mail, return receipt requested.

IN WITNESS WHEREOF, the City of Asheboro has caused this contract to be signed in its name by its Mayor and attested by its City Clerk, and the Ulah Volunteer Fire Protective Association, Inc. has caused this contract to be signed in its name by its President and attested by an authorized official of the non-profit corporation.

This the ____ day of _____, 2008.

CITY OF ASHEBORO

By: _____
David H. Jarrell, Mayor
City of Asheboro

ATTEST:

Holly H. Doerr, City Clerk
City of Asheboro

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

Deborah P. Juberg, Finance Officer
City of Asheboro

ULAH VOLUNTEER FIRE PROTECTIVE ASSOCIATION, INC.

By: _____
(Signature)

(Please print name and title)

ATTEST:

(Signature)

(Please print name and title)

ATTACHMENT A

FIRE PROTECTION SERVICE AREA 1

(Tot Hill Farm Development)

Cedar Grove Township, Randolph County, North Carolina:

BEGINNING at an existing iron rod set on the northwestern margin of the 60-foot right-of-way for Tot Hill Farm Road (North Carolina Secondary Road 1163) and located by means of the North Carolina Coordinate System at the coordinates of North 688,927.604 feet and East 1,732,125.633 feet (NAD 83); thence from the said beginning point South 59 degrees 47 minutes 38 seconds East 60.00 feet across the right-of-way for Tot Hill Farm Road to an existing iron rod; thence South 30 degrees 31 minutes 25 seconds West 328.59 feet along the southeastern margin of Tot Hill Farm Road to an existing iron rod; thence in a southwesterly direction along an arc having a radius of 2,030.13 feet and an arc distance of 1,171.79 feet (Chord Bearing and Distance = South 47 degrees 15 minutes 35 seconds West 1,155.59 feet, Delta Angle = 33 degrees 04 minutes 16 seconds, Tangent = 602.72 feet) to an existing iron rod; thence continuing in a southwesterly direction along an arc having a radius of 2,030.13 feet and an arc distance of 410.15 feet (Chord Bearing and Distance = South 69 degrees 34 minutes 57 seconds West 409.45 feet, Delta Angle = 11 degrees 34 minutes 32 seconds, Tangent = 205.78 feet) to an existing iron rod; thence South 14 degrees 55 minutes 09 seconds East 44.59 feet to an existing iron rod; thence North 73 degrees 22 minutes 10 seconds East 386.88 feet to an existing iron rod; thence South 14 degrees 55 minutes 53 seconds East 57.59 feet to an existing iron rod; thence South 65 degrees 24 minutes 54 seconds East 117.61 feet to an existing iron rod; thence South 18 degrees 43 minutes 26 seconds West 214.02 feet to an existing iron rod; thence South 73 degrees 22 minutes 10 seconds West 400.24 feet to an existing iron rod; thence North 00 degrees 57 minutes 57 seconds West 141.77 feet to an existing iron rod; thence in a northwesterly direction along an arc having a radius of 175.00 feet and an arc distance of 187.91 feet (Chord Bearing and Distance = North 60 degrees 12 minutes 19 seconds West 179.01 feet, Delta Angle = 61 degrees 31 minutes 17 seconds, Tangent = 104.16 feet) to an existing iron rod; thence continuing in a northwesterly direction along an arc having a radius of 25.00 feet and an arc distance of 31.41 feet (Chord Bearing and Distance = North 65 degrees 26 minutes 18 seconds West 29.38 feet, Delta Angle = 71 degrees 59 minutes 14 seconds, Tangent = 18.16 feet) to an existing iron rod; thence along the southern margin of the 50-foot right-of-way for Tot Hill Trail (a private road) the following courses and distances: South 79 degrees 40 minutes 02 seconds West 83.62 feet to an existing iron rod; thence in a southwesterly direction along an arc having a radius of 25.00 feet and an arc distance of 30.71 feet (Chord Bearing and Distance = South 44 degrees 28 minutes 57 seconds West 28.82 feet, Delta Angle = 70 degrees 23 minutes 29 seconds, Tangent = 17.63 feet) to an existing iron rod; thence along the eastern margin of the right-of-way for Tot Hill Trail the following courses and distances: South 09 degrees 17 minutes 13 seconds West 211.61 feet to an existing iron rod; thence South 04 degrees 23 minutes 06 seconds West 75.38 feet to an existing iron rod; thence South 49 degrees 18 minutes 39 seconds East 316.18 feet to an existing iron rod; thence South 37 degrees 25 minutes 29 seconds East 207.88 feet to an existing iron rod; thence South 65 degrees 52 minutes 39 seconds East 271.62 feet to an existing iron rod; thence South 06 degrees 15 minutes 38 seconds West 59.61 feet to an existing iron rod; thence South 18 degrees 39 minutes 08 seconds West 443.10 feet to an existing iron rod; thence South 89 degrees 42 minutes 05 seconds West 786.80 feet to an existing iron rod; thence North 08 degrees 20 minutes 34 seconds West 228.23 feet to an existing iron rod; thence South 89 degrees 44 minutes 07 seconds West 377.88 feet to an existing iron rod; thence South 89 degrees 36 minutes 53 seconds West 695.28 feet to an existing iron rod; thence North 63 degrees 27 minutes 41 seconds East 142.95 feet to an existing iron rod; thence North 53 degrees 21 minutes 12 seconds East 198.93 feet to an existing iron rod; thence North 68 degrees 24 minutes 26 seconds East 191.30 feet to an existing iron rod; thence North 70 degrees 21 minutes 53 seconds East 92.24 feet to an existing iron rod; thence North 49 degrees 44 minutes 15 seconds East 195.17 feet to an existing iron rod; thence North 85 degrees 49 minutes 31 seconds East 160.33 feet to an existing iron rod; thence North 78 degrees 30 minutes 34 seconds East 98.59 feet to an existing iron rod; thence North 89 degrees 03 minutes 24 seconds East 159.23 feet to an existing iron rod; thence North 74 degrees 48 minutes 00 seconds East 176.75 feet to an existing iron rod; thence South 15 degrees 05 minutes 24 seconds East 80.69 feet to an existing iron rod; thence along the western margin of the right-of-way for Tot Hill Trail the following courses and distances: North 23 degrees 09 minutes 27 seconds East 113.82 feet to an existing iron rod; thence continuing in a northeasterly direction along an arc having a radius of 150.00 feet and an arc distance of 50.48 feet (Chord Bearing and Distance = North 13 degrees 31 minutes 02 seconds East 50.24 feet, Delta Angle = 19 degrees 16 minutes 48 seconds, Tangent = 25.48 feet) to an existing iron rod; thence North 03 degrees 52 minutes 38 seconds East 245.06 feet to an existing iron rod; thence North 08 degrees 35 minutes 14 seconds East 72.96 feet to an existing iron rod; thence North 88 degrees 55 minutes 38 seconds West 73.75 feet to an existing iron rod; thence South 23 degrees 46 minutes 13 seconds West 21.29 feet to an existing iron rod; thence North 60 degrees 37 minutes 51 seconds West 78.68 feet to an existing iron rod; thence South 28 degrees 10 minutes 51 seconds West 101.92 feet to an existing iron rod; thence South 89 degrees 40 minutes 03 seconds West 104.91 feet to an existing iron rod; thence North 00 degrees 20 minutes 22 seconds East 46.10 feet to an existing iron rod; thence North 27 degrees 08 minutes 00 seconds West 31.74 feet to an existing iron rod; thence North 04 degrees 42 minutes 37 seconds East 47.75 feet to an existing iron rod; thence North 40 degrees 05 minutes 58 seconds East 31.42 feet to an existing iron rod; thence South 88 degrees 34 minutes 48 seconds East 112.99 feet to an existing iron rod; thence North 06 degrees 27 minutes 04 seconds East 88.90 feet to an

existing iron rod; thence North 02 degrees 54 minutes 58 seconds East 73.30 feet to an existing iron rod set in the southern margin of the right-of-way for Tot Hill Farm Road; thence along the southern margin of the right-of-way for the Tot Hill Farm Road the following course and distance: South 84 degrees 28 minutes 15 seconds West 606.68 feet to an existing iron rod; thence following the southern margin of the right-of-way for Tot Hill Farm Road in a southwesterly direction along an arc having a radius of 525.33 feet and an arc distance of 39.05 feet (Chord Bearing and Distance = South 86 degrees 00 minutes 14 seconds West 39.04 feet, Delta Angle = 04 degrees 15 minutes 31 seconds, Tangent = 19.53 feet) to an existing iron rod; thence South 44 degrees 21 minutes 42 seconds West 257.88 feet to an existing iron rod; thence South 36 degrees 56 minutes 43 seconds West 166.18 feet to an existing iron rod; thence South 52 degrees 36 minutes 21 seconds West 204.08 feet to an existing iron rod; thence South 31 degrees 07 minutes 51 seconds West 251.15 feet to an existing iron rod; thence South 31 degrees 42 minutes 35 seconds West 170.31 feet to an existing iron rod; thence South 29 degrees 07 minutes 45 seconds West 49.10 feet to an existing iron rod; thence South 29 degrees 37 minutes 06 seconds West 269.87 feet to an existing iron rod; thence South 59 degrees 11 minutes 21 seconds West 451.72 feet to an existing iron rod; thence South 38 degrees 35 minutes 22 seconds West 164.24 feet to an existing iron rod; thence South 41 degrees 59 minutes 18 seconds West 160.23 feet to an existing iron rod; thence South 27 degrees 15 minutes 27 seconds West 223.80 feet to an existing iron rod; thence South 43 degrees 21 minutes 28 seconds West 258.75 feet to an existing iron rod; thence South 68 degrees 42 minutes 28 seconds West 352.52 feet to an existing iron rod; thence South 87 degrees 57 minutes 20 seconds West 197.11 feet to an existing iron rod; thence North 01 degree 26 minutes 23 seconds East 84.91 feet to an existing iron rod; thence North 01 degree 07 minutes 14 seconds West 366.03 feet to an existing iron rod; thence North 52 degrees 04 minutes 19 seconds East 368.98 feet to an existing iron rod; thence North 20 degrees 46 minutes 16 seconds East 207.72 feet to an existing iron rod; thence North 28 degrees 21 minutes 10 seconds East 283.42 feet to an existing iron rod; thence North 21 degrees 20 minutes 34 seconds West 372.51 feet to an existing iron rod; thence North 05 degrees 12 minutes 46 seconds West 215.96 feet to an existing iron rod; thence North 06 degrees 26 minutes 33 seconds East 152.90 feet to an existing iron rod; thence South 83 degrees 33 minutes 34 seconds East 70.04 feet to an existing iron rod; thence South 34 degrees 10 minutes 42 seconds East 164.79 feet to an existing iron rod; thence South 33 degrees 31 minutes 11 seconds East 107.97 feet to an existing iron rod; thence South 39 degrees 27 minutes 18 seconds East 61.87 feet to an existing iron rod; thence South 25 degrees 18 minutes 03 seconds West 71.31 feet to an existing iron rod; thence South 35 degrees 42 minutes 01 second East 64.16 feet to an existing iron rod; thence South 30 degrees 09 minutes 02 seconds West 200.21 feet to an existing iron rod; thence South 56 degrees 55 minutes 45 seconds East 94.96 feet to an existing iron rod; thence North 45 degrees 48 minutes 00 minutes East 541.74 feet to an existing iron rod; thence North 33 degrees 06 minutes 29 seconds East 272.49 feet to an existing iron rod; thence North 66 degrees 55 minutes 09 seconds East 154.30 feet to an existing iron rod; thence North 45 degrees 33 minutes 09 seconds East 177.74 feet to an existing iron rod; thence North 50 degrees 31 minutes 41 seconds East 126.84 feet to an existing iron rod; thence North 57 degrees 28 minutes 57 seconds East 346.70 feet to an existing iron rod set in the southwestern margin of the right-of-way for Tot Hill Farm Road; thence North 44 degrees 06 minutes 49 seconds West 227.64 feet along the southwestern margin of the right-of-way for Tot Hill Farm Road to an existing iron rod; thence South 81 degrees 26 minutes 46 seconds West 264.71 feet to an existing iron rod; thence South 55 degrees 27 minutes 01 second West 540.57 feet to an existing iron rod; thence South 50 degrees 29 minutes 42 seconds West 96.43 feet to an existing iron rod; thence North 40 degrees 38 minutes 59 seconds West 144.00 feet to an existing iron rod; thence North 01 degrees 48 minutes 05 seconds East 85.75 feet to an existing iron rod; thence North 25 degrees 39 minutes 32 seconds West 93.76 feet to an existing iron rod; thence North 04 degrees 40 minutes 14 seconds West 622.82 feet to an existing iron rod; thence North 88 degrees 00 minutes 36 seconds West 117.07 feet to an existing iron rod; thence North 38 degrees 49 minutes 11 seconds West 80.36 feet to an existing iron rod; thence North 17 degrees 24 minutes 01 second East 147.05 feet to an existing iron rod; thence North 15 degrees 45 minutes 34 seconds West 135.00 feet to an existing iron rod; thence North 74 degrees 54 minutes 39 seconds East 165.69 feet to an existing iron rod; thence South 83 degrees 52 minutes 28 seconds East 176.74 feet to an existing iron pipe; thence North 06 degrees 30 minutes 25 seconds East 144.00 feet to an existing iron rod; thence South 72 degrees 52 minutes 51 seconds East 172.97 feet to an existing iron rod; thence North 88 degrees 43 minutes 32 seconds East 104.37 feet to an existing iron rod; thence North 35 degrees 09 minutes 33 seconds East 86.94 feet to an existing iron rod; thence North 55 degrees 22 minutes 01 second East 80.76 feet to an existing iron rod; thence North 42 degrees 38 minutes 14 seconds East 65.19 feet across the right-of-way for Tot Hill Farm Road to an existing iron rod set in the eastern margin of the right-of-way for Tot Hill Farm Road; thence along the eastern margin of the right-of-way for Tot Hill Farm Road the following course and distance: South 32 degrees 58 minutes 02 seconds East 141.54 feet to an existing iron rod; thence continuing to follow the eastern margin of the right-of-way for Tot Hill Farm Road in a southeasterly direction along an arc having a radius of 355.35 feet and an arc distance of 222.56 feet (Chord Bearing and Distance = South 21 degrees 08 minutes 36 seconds East 218.94 feet, Delta Angle = 35 degrees 53 minutes 04 seconds, Tangent = 115.06 feet) to an existing iron rod; thence South 03 degrees 11 minutes 58 seconds East 402.73 feet along the eastern margin of the right-of-way for Tot Hill Farm Road to an existing iron rod; thence South 77 degrees 35 minutes 29 seconds East 337.65 feet to an existing iron rod; thence North 28 degrees 51 minutes 47 seconds East 137.77 feet to an existing iron rod; thence North 45 degrees 04 minutes 51 seconds East 138.78 feet to an existing iron rod; thence North 12 degrees 12 minutes 36 seconds East 196.64 feet to an existing iron rod; thence North 08 degrees 44 minutes 49 seconds West 270.44 feet to an existing iron rod; thence North 87 degrees 34 minutes 45 seconds East 33.04 feet to an existing iron rod; thence South 82 degrees 44 minutes 57 seconds East 30.37 feet to an existing iron rod; thence North 29 degrees 12

minutes 58 seconds East 51.86 feet to an existing iron rod; thence North 54 degrees 38 minutes 33 seconds East 22.30 feet to an existing iron rod; thence South 86 degrees 24 minutes 06 seconds East 40.70 feet to an existing iron rod; thence South 15 degrees 34 minutes 20 seconds East 24.48 feet to an existing iron rod; thence South 34 degrees 07 minutes 31 seconds East 17.06 feet to an existing iron rod; thence South 87 degrees 24 minutes 18 seconds East 43.22 feet to an existing iron rod; thence South 76 degrees 41 minutes 01 second East 33.73 feet to an existing iron rod; thence South 46 degrees 05 minutes 28 seconds East 74.97 feet to an existing iron rod; thence South 58 degrees 11 minutes 15 seconds East 53.08 feet to an existing iron rod; thence South 74 degrees 18 minutes 40 seconds East 46.17 feet to an existing iron rod; thence South 51 degrees 39 minutes 27 seconds East 58.56 feet to an existing iron rod; thence South 22 degrees 28 minutes 06 seconds East 45.35 feet to an existing iron rod; thence South 42 degrees 29 minutes 19 seconds East 28.43 feet to an existing iron rod; thence South 85 degrees 04 minutes 05 seconds East 22.92 feet to an existing iron rod; thence North 65 degrees 46 minutes 21 seconds East 20.34 feet to an existing iron rod; thence South 36 degrees 31 minutes 30 seconds East 85.43 feet to an existing iron rod; thence South 13 degrees 31 minutes 34 seconds East 56.36 feet to an existing iron rod; thence South 06 degrees 55 minutes 16 seconds West 82.60 feet to an existing iron rod; thence South 33 degrees 07 minutes 06 seconds West 78.31 feet to an existing iron rod; thence South 49 degrees 23 minutes 04 seconds West 72.01 feet to an existing iron rod; thence South 33 degrees 01 minute 34 seconds East 194.41 feet to an existing iron rod; thence South 02 degrees 45 minutes 20 seconds East 129.84 feet to an existing iron rod; thence South 24 degrees 17 minutes 37 seconds West 87.53 feet to an existing iron rod; thence South 42 degrees 08 minutes 18 seconds East 24.69 feet to an existing iron rod; thence South 20 degrees 35 minutes 49 seconds West 325.23 feet to an existing iron rod; thence South 13 degrees 26 minutes 33 seconds West 60.76 feet to an existing iron rod; thence South 29 degrees 24 minutes 57 seconds West 23.97 feet to an existing iron rod set in the northern margin of the right-of-way for Tot Hill Farm Road; thence continuing along the northern margin of the right-of-way for Tot Hill Farm Road the following courses and distances: North 84 degrees 28 minutes 15 seconds East 362.20 feet to an existing iron rod; thence North 78 degrees 33 minutes 58 seconds East 70.61 feet to an existing iron rod; thence in a northwesterly direction along the western margin of the right-of-way for High Meadow Drive (a private road) following an arc having a radius of 146.19 feet and an arc distance of 45.69 feet (Chord Bearing and Distance = North 14 degrees 56 minutes 51 seconds West 45.50 feet, Delta Angle = 17 degrees 54 minutes 19 seconds, Tangent = 23.03 feet) to an existing iron rod; thence North 23 degrees 54 minutes 01 second West 20.56 feet to an existing iron rod; thence in a northeasterly direction along an arc having a radius of 211.56 feet and an arc distance of 241.85 feet (Chord Bearing and Distance = North 08 degrees 50 minutes 59 seconds East 228.90 feet, Delta Angle = 65 degrees 30 minutes 00 seconds, Tangent = 136.08 feet) to an existing iron rod; thence North 41 degrees 35 minutes 59 seconds East 15.24 feet to an existing iron rod; thence North 63 degrees 09 minutes 42 seconds West 93.23 feet to an existing iron rod; thence North 10 degrees 53 minutes 50 seconds East 84.53 feet to an existing iron rod; thence North 04 degrees 12 minutes 58 seconds West 93.02 feet to an existing iron rod; thence North 01 degree 21 minutes 29 seconds East 428.99 feet to an existing iron rod; thence North 40 degrees 02 minutes 08 seconds East 252.59 feet to an existing iron rod; thence North 89 degrees 09 minutes 53 seconds East 97.08 feet to an existing iron rod; thence South 46 degrees 53 minutes 38 seconds East 44.42 feet to an existing iron rod; thence South 63 degrees 23 minutes 33 seconds East 74.95 feet to an existing iron rod; thence South 02 degrees 43 minutes 22 seconds East 49.99 feet to an existing iron rod; thence South 88 degrees 39 minutes 21 seconds East 61.27 feet to an existing iron rod; thence North 50 degrees 50 minutes 12 seconds East 24.97 feet to an existing iron rod; thence South 28 degrees 23 minutes 39 seconds East 252.11 feet to an existing iron rod; thence South 50 degrees 49 minutes 32 seconds West 100.01 feet to an existing iron rod; thence South 04 degrees 36 minutes 02 seconds East 182.72 feet to an existing iron rod; thence South 53 degrees 09 minutes 17 seconds West 47.40 feet to an existing iron rod; thence South 28 degrees 56 minutes 52 seconds East 60.00 feet to an existing iron rod; thence South 60 degrees 49 minutes 24 seconds West 184.00 feet to an existing iron rod; thence South 52 degrees 35 minutes 52 seconds West 199.60 feet to an existing iron rod; thence North 81 degrees 07 minutes 35 seconds West 49.05 feet to an existing iron rod; thence South 41 degrees 35 minutes 59 seconds West 47.11 feet to an existing iron rod; thence in a southwesterly direction along the eastern margin of the right-of-way for High Meadow Drive following an arc having a radius of 161.56 feet and an arc distance of 184.70 feet (Chord Bearing and Distance = South 08 degrees 50 minutes 59 seconds West 174.80 feet, Delta Angle = 65 degrees 30 minutes 00 seconds, Tangent = 103.92 feet) to an existing iron rod; thence continuing along the eastern margin of the right-of-way for High Meadow Drive the following courses and distances: South 23 degrees 54 minutes 01 second East 20.56 feet to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 196.19 feet and an arc distance of 64.46 feet (Chord Bearing and Distance = South 14 degrees 29 minutes 14 seconds East 64.17 feet, Delta Angle = 18 degrees 49 minutes 34 seconds, Tangent = 32.53 feet) to an existing iron rod; thence South 84 degrees 06 minutes 27 seconds East 70.95 feet to an existing iron rod; thence along the northern margin of the right-of-way for Tot Hill Farm Road the following courses and distances: North 87 degrees 47 minutes 26 seconds East 24.04 feet to an existing iron rod; thence in a northeasterly direction along an arc having a radius of 1,970.13 feet and an arc distance of 1,904.01 feet (Chord Bearing and Distance = North 58 degrees 24 minutes 38 seconds East 1,830.77 feet, Delta Angle = 55 degrees 22 minutes 22 seconds, Tangent = 1,033.74 feet) to an existing iron rod; thence North 30 degrees 45 minutes 37 seconds East 187.58 feet to an existing iron rod; thence in a northwesterly direction along an arc having a radius of 30.00 feet and an arc distance of 47.54 feet (Chord Bearing and Distance = North 14 degrees 40 minutes 17 seconds West 42.72 feet, Delta Angle = 90 degrees 47 minutes 41 seconds, Tangent = 30.42 feet) to an existing iron rod; thence along the western margin of the 50-foot right-of-way for Stone Bridge Road (a private road) the following courses and distances: North 60 degrees 04 minutes 07 seconds West 89.42 feet to

an existing iron rod; thence North 29 degrees 55 minutes 53 seconds East 15.00 feet to an existing iron rod; thence North 60 degrees 04 minutes 07 seconds West 12.53 feet to an existing iron rod; thence in a northwesterly direction along an arc having a radius of 256.03 feet and an arc distance of 338.92 feet (Chord Bearing and Distance = North 22 degrees 08 minutes 44 seconds West 314.71 feet, Delta Angle = 75 degrees 50 minutes 43 seconds, Tangent = 199.48 feet) to an existing iron rod; thence North 15 degrees 46 minutes 38 seconds East 47.33 feet to an existing iron rod; thence in a northwesterly direction along an arc having a radius of 326.53 feet and an arc distance of 181.00 feet (Chord Bearing and Distance = North 00 degrees 06 minutes 08 seconds West 178.69 feet, Delta Angle = 31 degrees 45 minutes 35 seconds, Tangent = 92.89 feet) to an existing iron rod; thence North 15 degrees 58 minutes 56 seconds West 14.28 feet to an existing iron rod; thence in a northwesterly direction along an arc having a radius of 842.10 feet and an arc distance of 205.10 feet (Chord Bearing and Distance = North 09 degrees 00 minutes 11 seconds West 204.59 feet, Delta Angle = 13 degrees 57 minutes 17 seconds, Tangent = 103.06 feet) to an existing iron rod; thence North 02 degrees 01 minute 38 seconds West 164.21 feet to an existing iron rod; thence in a northwesterly direction along an arc having a radius of 1,584.04 feet and an arc distance of 116.33 feet (Chord Bearing and Distance = North 04 degrees 07 minutes 52 seconds West 116.30 feet, Delta Angle = 4 degrees 12 minutes 28 seconds, Tangent = 58.19 feet) to an existing iron rod; thence in a northwesterly direction along an arc having a radius of 30.00 feet and an arc distance of 25.64 feet (Chord Bearing and Distance = North 60 degrees 03 minutes 10 seconds West 24.86 feet, Delta Angle = 48 degrees 57 minutes 47 seconds, Tangent = 13.66 feet) to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 1,564.04 feet and an arc distance of 129.54 feet (Chord Bearing and Distance = South 04 degrees 24 minutes 00 seconds East 129.50 feet, Delta Angle = 04 degrees 44 minutes 44 seconds, Tangent = 64.81 feet) to an existing iron rod; thence South 02 degrees 01 minute 38 seconds East 289.09 feet to an existing iron rod; thence South 81 degrees 28 minutes 51 seconds West 62.28 feet to an existing iron rod; thence South 24 degrees 29 minutes 31 seconds West 401.80 feet to an existing iron rod; thence South 31 degrees 08 minutes 23 seconds West 194.73 feet to an existing iron rod; thence South 58 degrees 34 minutes 48 seconds West 383.03 feet to an existing iron rod; thence North 78 degrees 19 minutes 21 seconds West 171.76 feet to an existing iron rod; thence North 36 degrees 13 minutes 30 seconds West 259.79 feet to an existing iron rod; thence North 11 degrees 13 minutes 48 seconds West 440.79 feet to an existing iron rod; thence North 68 degrees 58 minutes 11 seconds East 68.98 feet to an existing iron rod; thence North 18 degrees 09 minutes 33 seconds East 105.94 feet to an existing iron rod; thence North 04 degrees 01 minute 47 seconds East 117.45 feet to an existing iron rod; thence North 74 degrees 13 minutes 29 seconds East 76.54 feet to an existing iron rod; thence North 12 degrees 53 minutes 23 seconds East 76.84 feet to an existing iron rod; thence North 79 degrees 44 minutes 19 seconds East 54.10 feet to an existing iron rod; thence North 16 degrees 42 minutes 19 seconds West 58.85 feet to an existing iron rod; thence North 29 degrees 32 minutes 53 seconds East 56.91 feet to an existing iron rod; thence North 78 degrees 52 minutes 30 seconds East 102.63 feet to an existing iron rod; thence North 46 degrees 41 minutes 44 seconds East 79.40 feet to an existing iron rod; thence South 87 degrees 27 minutes 22 seconds East 47.93 feet to an existing iron rod; thence North 43 degrees 26 minutes 36 seconds East 55.20 feet to an existing iron rod; thence North 77 degrees 05 minutes 02 seconds East 287.93 feet to an existing iron rod; thence North 46 degrees 10 minutes 48 seconds East 114.40 feet to an existing iron rod; thence North 25 degrees 14 minutes 07 seconds East 105.60 feet to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 162.88 feet and an arc distance of 178.46 feet (Chord Bearing and Distance = South 38 degrees 45 minutes 14 seconds East 169.66 feet, Delta Angle = 62 degrees 46 minutes 34 seconds, Tangent = 99.37 feet) to an existing iron rod; thence South 07 degrees 21 minutes 57 seconds East 132.51 feet to an existing iron rod; thence in a northeasterly direction along an arc having a radius of 30.00 feet and an arc distance of 25.97 feet (Chord Bearing and Distance = North 45 degrees 15 minutes 16 seconds East 25.17 feet, Delta Angle = 49 degrees 36 minutes 14 seconds, Tangent = 13.86 feet) to an existing iron rod; thence North 07 degrees 21 minutes 57 seconds West 117.23 feet along the western margin of the right-of-way for Stone Bridge Road to an existing iron rod; thence continuing to follow the margin of the right-of-way for Stone Bridge Road in a northwesterly direction along an arc having a radius of 182.88 feet and an arc distance of 250.25 feet (Chord Bearing and Distance = North 46 degrees 34 minutes 02 seconds West 231.17 feet, Delta Angle = 78 degrees 24 minutes 09 seconds, Tangent = 149.16 feet) to an existing iron rod; thence North 85 degrees 46 minutes 14 seconds West 151.87 feet to an existing iron rod; thence in a northwesterly direction along an arc having a radius of 2,479.48 feet and an arc distance of 157.71 feet (Chord Bearing and Distance = North 87 degrees 35 minutes 34 seconds West 157.68 feet, Delta Angle = 03 degrees 38 minutes 39 seconds, Tangent = 78.88 feet) to an existing iron rod; thence South 89 degrees 43 minutes 26 seconds West 368.25 feet to an existing iron rod; thence South 37 degrees 34 minutes 50 seconds East 193.49 feet to an existing iron rod; thence South 66 degrees 09 minutes 57 seconds West 63.93 feet to an existing iron rod; thence North 52 degrees 28 minutes 25 seconds West 57.76 feet to an existing iron rod; thence South 70 degrees 55 minutes 00 seconds West 98.84 feet to an existing iron rod; thence South 51 degrees 01 minute 55 seconds West 110.03 feet to an existing iron rod; thence South 46 degrees 54 minutes 25 seconds West 559.15 feet to an existing iron rod; thence South 00 degrees 25 minutes 07 seconds West 353.97 feet to an existing iron rod; thence South 57 degrees 31 minutes 15 seconds East 64.90 feet to an existing iron rod; thence South 00 degrees 25 minutes 07 seconds West 98.01 feet to an existing iron rod; thence South 72 degrees 25 minutes 32 seconds West 158.48 feet to an existing iron rod; thence North 65 degrees 39 minutes 22 seconds West 108.74 feet to an existing iron rod; thence North 43 degrees 16 minutes 35 seconds West 97.36 feet to an existing iron rod; thence North 19 degrees 39 minutes 41 seconds West 92.98 feet to an existing iron rod; thence North 69 degrees 12 minutes 50 seconds West 82.09 feet to an existing iron rod; thence North 00 degrees 00 minutes 00 seconds East 144.20 feet to an existing iron rod; thence North 06 degrees 58 minutes 59

seconds West 492.37 feet to an existing iron rod set in the southern margin of the 50-foot right-of-way for Stable Brook Road (a private road); thence following the southern margin of the right-of-way for Stable Brook Road in a northwesterly direction along an arc having a radius of 289.00 feet and an arc distance of 64.66 feet (Chord Bearing and Distance = North 84 degrees 03 minutes 24 seconds West 64.53 feet, Delta Angle = 12 degrees 49 minutes 12 seconds, Tangent = 32.47 feet) to an existing iron rod; thence South 17 degrees 01 minute 48 seconds West 520.99 feet to an existing iron rod; thence North 49 degrees 46 minutes 57 seconds West 194.23 feet to an existing iron rod; thence South 53 degrees 00 minutes 11 seconds West 59.30 feet to an existing iron rod; thence South 12 degrees 54 minutes 55 seconds West 294.71 feet to an existing iron rod; thence North 30 degrees 08 minutes 17 seconds West 78.56 feet to an existing iron rod; thence North 89 degrees 43 minutes 46 seconds West 127.78 feet to an existing iron rod; thence North 45 degrees 58 minutes 11 seconds West 151.98 feet to an existing iron rod; thence North 49 degrees 20 minutes 52 seconds West 90.69 feet to an existing iron rod; thence North 77 degrees 21 minutes 06 seconds West 30.00 feet to an existing iron rod; thence North 27 degrees 48 minutes 35 seconds East 190.26 feet to an existing iron rod; thence North 14 degrees 24 minutes 37 seconds East 359.41 feet to an existing iron rod; thence North 53 degrees 49 minutes 18 seconds West 79.87 feet to an existing iron rod; thence North 36 degrees 10 minutes 42 seconds East 370.02 feet to an existing iron rod; thence North 36 degrees 10 minutes 42 seconds East 1,884.97 feet to an existing iron pipe; thence South 04 degrees 03 minutes 43 seconds West 1,161.16 feet to an existing iron pipe control corner; thence South 03 degrees 44 minutes 40 seconds West 213.84 feet to an existing iron rod; thence South 04 degrees 02 minutes 35 seconds West 205.24 feet to an existing iron pipe control corner; thence North 89 degrees 45 minutes 36 seconds East 363.09 feet to an existing iron rod; thence South 19 degrees 45 minutes 31 seconds East 30.07 feet to an existing iron rod set in the northern margin of the right-of-way for Stone Bridge Road; thence continuing along the northern margin of the right-of-way for Stone Bridge Road in a northeasterly direction along an arc having a radius of 254.81 feet and an arc distance of 86.26 feet (Chord Bearing and Distance = North 79 degrees 23 minutes 51 seconds East 85.85 feet, Delta Angle = 19 degrees 23 minutes 48 seconds, Tangent = 43.55 feet) to an existing iron rod; thence North 89 degrees 43 minutes 26 seconds East 447.98 feet to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 2,529.48 feet and an arc distance of 160.89 feet (Chord Bearing and Distance = South 87 degrees 35 minutes 34 seconds East 160.86 feet, Delta Angle = 03 degrees 38 minutes 39 seconds, Tangent = 80.47 feet) to an existing iron rod; thence South 85 degrees 46 minutes 14 seconds East 151.87 feet to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 232.88 feet and an arc distance of 318.67 feet (Chord Bearing and Distance = South 46 degrees 34 minutes 03 seconds East 294.38 feet, Delta Angle = 78 degrees 24 minutes 12 seconds, Tangent = 189.94 feet) to an existing iron rod; thence South 07 degrees 21 minutes 57 seconds East 166.42 feet to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 1,634.04 feet and an arc distance of 152.22 feet (Chord Bearing and Distance = South 04 degrees 41 minutes 45 seconds East 152.16 feet, Delta Angle = 05 degrees 20 minutes 15 seconds, Tangent = 76.17 feet) to an existing iron rod; thence South 02 degrees 01 minute 38 seconds East 164.21 feet to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 792.10 feet and an arc distance of 192.92 feet (Chord Bearing and Distance = South 09 degrees 00 minutes 10 seconds East 192.44 feet, Delta Angle = 13 degrees 57 minutes 17 seconds, Tangent = 96.94 feet) to an existing iron rod; thence South 15 degrees 58 minutes 56 seconds East 14.28 feet to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 376.53 feet and an arc distance of 208.71 feet (Chord Bearing and Distance = South 00 degrees 06 minutes 11 seconds East 206.05 feet, Delta Angle = 31 degrees 45 minutes 32 seconds, Tangent = 107.11 feet) to an existing iron rod; thence South 15 degrees 46 minutes 38 seconds West 47.33 feet to an existing iron rod; thence in a southeasterly direction along an arc having a radius of 206.03 feet and an arc distance of 272.73 feet (Chord Bearing and Distance = South 22 degrees 08 minutes 35 seconds East 253.25 feet, Delta Angle = 75 degrees 50 minutes 41 seconds, Tangent = 160.52 feet) to an existing iron rod; thence South 60 degrees 04 minutes 07 seconds East 12.53 feet to an existing iron rod; thence North 29 degrees 55 minutes 53 seconds East 15.00 feet to an existing iron rod; thence South 60 degrees 04 minutes 07 seconds East 90.10 feet to an existing iron rod; thence in a northeasterly direction along an arc having a radius of 30.00 feet and an arc distance of 47.18 feet (Chord Bearing and Distance = North 74 degrees 52 minutes 40 seconds East 42.47 feet, Delta Angle = 90 degrees 06 minutes 26 seconds, Tangent = 30.06 feet) to the point and place of the BEGINNING, and containing 196.43 acres of land, more or less, to be annexed.

This description is in accordance with an annexation map of the Tot Hill Farm area prepared for the City of Asheboro by David Ward Surveying. This annexation map was drawn under the supervision of Roland D. Ward, Professional Land Surveyor with Registration Number L-2728. The said annexation map is dated April 28, 2008, with a revision date of May 12, 2008.

FIRE PROTECTION SERVICE AREA 2

(Tot Hill Farm Development)

Cedar Grove Township, Randolph County, North Carolina:

BEGINNING at an existing iron rod set on the common property line between Tot Hill Farm, LLC and the Dassow Property Corp. property described in Deed Book 1516, Page 507 and in Deed Book 1231, Page 1789 in the Randolph County Public Registry, this beginning point is located by means of the North

Carolina Coordinate System at the coordinates of North 685,338.941 feet and East 1,728,652.489 feet (NAD 83); thence from the said beginning point along the common property line with the Dassow Property Corp. the following course and distance: South 82 degrees 57 minutes 46 seconds West 684.67 feet to an existing iron rod; thence North 47 degrees 38 minutes 27 seconds East 330.94 feet to an existing iron rod; thence North 79 degrees 21 minutes 43 seconds East 202.92 feet to an existing iron rod; thence South 53 degrees 08 minutes 41 seconds East 294.37 feet to the point and place of the BEGINNING, and containing 2.009 acres of land, more or less, to be annexed.

This description is in accordance with an annexation map of the Tot Hill Farm area prepared for the City of Asheboro by David Ward Surveying. This annexation map was drawn under the supervision of Roland D. Ward, Professional Land Surveyor with Registration Number L-2728. The said annexation map is dated April 29, 2008, with a revision date of May 12, 2008.

3. Consideration of the proposed budget for fiscal year 2008-2009

(a) Public hearing.

Mayor Jarrell opened the public hearing on the proposed fiscal year 2008-2009 annual budget.

Mr. Ogburn presented the proposed budget for fiscal year 2008-2009, including the total allocation of \$33,696,803.00 (General Fund - \$21,867,085 and Water and Sewer Fund - \$11,829,718) for said budget. This amount includes resources for a Gang Investigator position within the police department as requested by Council during the budget workshop that was held on Thursday, June 12, 2008. There being no further comments nor opposition from the public, Mayor Jarrell closed the public hearing.

(b) Adoption of budget ordinance.

Mr. Ogburn recommended adoption, by reference, of the proposed budget ordinance for fiscal year 2008-2009.

Upon motion by Mr. Crisco and seconded by Mr. Priest, Council voted unanimously to adopt the following ordinance by reference.

38 ORD 06-08

**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, 2008 and ending June 30, 2009, in accordance with the chart of accounts heretofore established for this City:

<u>ACCOUNT</u>	<u>DEPARTMENT OR FUNCTION</u>	<u>APPROPRIATION</u>
10-410.00	Mayor and Governing Body	\$140,884
10-420.00	City Manager's Office	\$168,351
10-440.00	Finance Office	\$455,158
10-450.00	Legal & City Clerk	\$142,061
10-480.00	Information Technology	\$229,482
10-490.00	Planning/Community Development	\$371,414
10-500.00	Municipal Building Headquarters	\$99,380
10-510.00	Police Department	\$6,121,902
10-530.00	Fire Department	\$3,352,894
10-540.00	Inspections Department	\$218,225
10-550.00	Operations Division - Public Works	\$767,677
10-555.00	Fleet Maintenance	\$951,834
10-565.00	Street Maintenance	\$2,069,155
10-575.00	City Engineer Office	\$236,236
10-580.00	Sanitation / Solid Waste Department	\$2,368,930
10-585.00	Recycling Transfer Station	\$194,033
10-590.00	Human Resources	\$380,794
10-610.00	Community Promotion	\$643,033
10-620.00	Parks/Lakes/Playgrounds	\$1,048,031
10-625.00	Municipal Golf Course	\$185,737
10-630.00	Library	\$256,270

10-640.00	Building & Grounds Maintenance	\$1,380,404
10-650.00	Airport Authority	\$85,200
	Total Appropriations	\$21,867,085

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2008 and ending June 30, 2009:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Current Year's Real Property Taxes	\$10,406,183
Current Year's Motor Vehicle Taxes	\$727,671
Prior Year's Real Property Taxes	\$24,000
Prior Year's Motor Vehicle Taxes	\$100,000
Tax Discounts	(\$108,000)
Tax Penalties and Interest & other taxes	\$60,700
Privilege Licenses	\$275,000
Cable TV Franchises	\$160,000
Interest Earned on Investments	\$350,000
Concessions and Merchandise	\$90,200
Personal Use of City Vehicles	\$10,000
Contracted Maintenance NCDOT	\$20,000
Utilities Franchise Tax State	\$1,750,000
Powell Bill Allocation - State	\$771,217
Local Sales Tax & Hold Harmless Funds	\$4,278,505
Court Cost, Fees and Charges	\$19,500
Building Permits and Inspection Fees	\$145,300
Rezoning & Cemetery Fees	\$50,000
Charges for Services - Refuse / Brush Collection	\$1,035,566
Transfer Station Revenue	\$15,000
Recycling Revenues	\$6,000
Sale of Cemetery Lots	\$2,000
Recreation Fees	\$411,880
Concert Series Sponsorships	\$22,000
Proceeds from Lease Purchase of Equipment	\$171,000
Vice and Narcotics Allocation	\$95,625
US Treasury Funds Allocation (Fed Forfeitures)	\$16,470
US Justice Funds (DEA) Allocation	\$63,100
Grant Proceeds	\$26,000
Fund Balance Appropriation	\$643,000
All Other Revenues	\$229,168
Total Estimated Revenues	\$21,867,085

Section 3: The following General Fund Fees are hereby adopted for provision of services by the city government for the fiscal year beginning July 1, 2008.

Sanitation Department Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Residential Can / per month	\$0
Commercial Can / per month	\$10
Residential Dumpster / per pick-up	\$27
Commercial Dumpster / per pick-up	\$27
Above billed <u>monthly</u> based on annualized collection schedule	
Missed Residential Dumpster / per pick-up	\$37
Missed Commercial Dumpster / per pick-up	\$37
Compaction Dumpster / per pick-up	\$41
Missed Compaction Dumpster / per pick-up	\$51
Yard Waste Collection per scoop	
First and Second scoop*	\$0
Each scoop thereafter*	\$12
*Applicable to brush that is within specifications	
Waste left in ditch, curb or street per scoop	\$24
Waste out of Specs per scoop	\$24
Waste after hours /emergency collection per scoop	\$50
Tires Collection / each	\$5
C&D /Building Materials / per scoop	\$20
Curb side pick-up	\$10
White Goods Collection	\$10

Recycling Transfer Station Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Tipping Fee per Ton	\$46

Planning Department Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Rezoning:	\$200
Text (Ordinance, use list)	\$200
Map of CU district Only	\$300
CU Permit or amendments	\$300
BOA: Appeal	\$0
Variance	\$250
Interpretation	\$250
Watershed Permit	\$25
Flood Zone Permit	\$25
Zoning Compliance Permits:	
SF Res	\$25
Duplex	\$100
MF Res	\$200
Commercial	\$250
Industrial / Institutional	\$250
SF Accessory Structure	\$10
Accessory Structure Commercial	\$25
Accessory Structure Industrial	\$25
Accessory Structure Institutional	\$25
Soil Evaluation	\$10
Change Occupancy	\$25
Change Use	\$50
Sign	\$25
Certificate of Zoning Compliance:	
SF Res	\$25
Duplex	\$25
MF Res	\$50
Commercial	\$100
Industrial	\$100
Change use	\$100
Subdivision	
Sketch	\$100
Preliminary	\$200
Final	\$200 + \$25 per lot
Minor	\$100
Zoning Verification Official Letter	
Residential	\$25
Non-Residential	\$75

Inspection Department Permit Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Building Permit	\$5/\$1000 up to \$150,000; \$1.50/\$1,000 thereafter
Minimum Permit	\$30
Minimum Sign	\$30
Non-bid Jobs (new)	\$40/ sq. ft
Habitable Space	\$20/ sq. ft
Mobile Home	\$100
Swimming Pool	\$100
Demolition	\$60
Relocate Structure	\$120
Plumbing Permit	\$5 per fixture, \$30 minimum
Sewer Line: House	\$30
Sewer Line: Commercial/Large	\$100
Heating/ AC Permit	
Boiler	\$0.0005/BTU
Gas Line-Residential	\$30
Gas Line-Commercial	\$50
Gas Furnace/Gas Pack	\$50
Heat Pump	\$50
Oil Furnace	\$50
Air Conditioners	
Under 5 tons	\$50
Additional per ton over 5	\$10
Unit Change out (no duct work)	
Residential	\$25

Commercial	\$50
Commercial Grease Hood	\$50
Mobile Home Heating/ AC Unit	\$40
Gas Appliances	\$10 each
Minimum Permit	\$30
Electrical Permits	
Temporary service	\$30
Residential	\$50
Commercial	\$100 first 5000 sq ft plus \$5/1000 sq ft
Service Charge	\$30
Service Repair	\$30
Mobile Home Service	\$50
Sign	\$30
Duplex	\$100
Apartments (each)	\$40

Parks & Recreation Fees:

<u>Facility</u>	<u>Service</u>	<u>City Resident</u>	<u>Non-Resident</u>
Lake Lucas:			
	Daily Fishing Permit	\$3	\$4
	Annual Fishing Permit	\$35	\$50
	Daily Jon Boat Rental	\$8	\$12
	Daily Canoe Rental	\$6	\$10
	Daily Kayak/Canoe Launch	\$2.50	\$3.50
	Annual Kayak/Canoe Launch	\$35	\$50
	Daily other boat launch	\$7	\$9.50
	Annual other boat launch	\$100	\$135
	Boat Rental Spaces	\$75	\$125
Lake Reese			
	Daily other boat launch	\$7	\$9.50
	Daily Kayak/Canoe Launch	\$2.50	\$3.50
	Annual Kayak/Canoe Launch	\$35	\$50
	Annual other boat launch	\$100	\$135
	Daily Duck hunting permit per boat	\$12.50	\$16
Baseball/Softball Field Rental:			
	Rental per Hour (no lights)	\$15	\$20
	Light Fee per hour	\$10	\$15
	Tournament rental per weekend		
	One Field	\$175	\$255
	Two Fields	\$300	\$400
	Concession Stand/Restroom	\$50	\$65
	Additional Maintenance	\$45	\$60
Youth Sports Fees:			
	City Resident	\$0	\$40
	Late fee applied after registration deadline	\$10	\$10
Sunset Theatre Rentals- Applies to All			
	Security Deposit	\$100	
	Party Rental (3 hours max)	\$100	
	Dark/Rehearsal	\$50	
	Non-Profit- Multi Day	\$200	
	Non-Profit- Single Day	\$250	
	General Meeting	\$75	
	Private Event	\$300	
	Commercial/ For Profit	\$350	
Rotary Pavilion at Bicentennial Park Rental			
	Security Deposit	\$75	\$75
	Daily Rate	\$100	\$175
Skate Park			
	Daily admission	\$1	\$2
	15 admission pass	\$10	\$25
	1 year unlimited pass	\$150	\$300
Room Rental			
	1 hour	\$20	\$25
	½ day	\$60	\$75
	Full day	\$100	\$125
Shelter Rental			
	Memorial Park: 10am-3pm; 3:30pm-dark	\$0	\$35
	Full day		\$70
	All other Parks: 10am-3pm; 3:30pm-dark	\$0	\$20
	Full day		\$40
Tennis Courts			
	Lights per hour per court	\$3	\$4

Pools:

Public Swim (day)		
2 years & under w/ paying adult	\$0	
3 years & older	\$2.50	\$3.25
Groups (15+)	\$2	\$2.75
Public Swim (night)		
2 years & under w/ paying adult	\$0	
3 years & older	\$2	\$2.75
Swimming lessons	\$25	\$30
Swim Pass (15 admissions)	\$30	\$40
Pool Rental (2 hr min) 0-49	\$150	\$225
Pool Rental (2 hr min) 50+	\$200	\$300

Golf Course:

Daily Green Fees- Walking	\$8	\$10
Daily Green Fees- Riding 9 holes	\$14	\$17
Daily Green Fees- Riding 18 holes	\$20	\$24
Twilight (after 3pm- Riding 18 holes)	\$15	\$19
Membership Fees		
Individual	\$365	\$430
Family	\$480	\$600
Student/Senior	\$260	\$305
Cart Fee Senior Member/ City Resident		
Nine holes	\$5	\$6
Eighteen holes	\$10	\$12
Daily Cart Fees		
Nine Holes	\$6	\$7
Eighteen Holes	\$12	\$14

**City Resident/Non resident rates are established according to the residence of the individual. City Residents need to obtain a REC card to receive the City Resident Rate.

Downtown Farmer's Market	Member	Non-Member
Membership	\$25	
Daily Fee	\$5	\$8
Authorized Agent (per product)	\$15	\$15

Section 4: The following amounts are hereby appropriated in the Water and Sewer Fund for the operation of the city government and its activities for the fiscal year beginning July 1, 2008 and ending June 30, 2009, in accordance with the chart of accounts heretofore established for this City:

<u>ACCOUNT #</u>	<u>DEPARTMENT OR FUNCTION</u>	<u>APPROPRIATION</u>
30-720.00	Billing and Collecting	\$371,129
30-810.00	Water Meter Operations	\$615,890
30-820.00	Water Supply and Treatment	\$2,331,905
30-830.00	Wastewater Treatment	\$5,294,766
30-840.00	Water Maintenance	\$1,632,204
30-850.00	Wastewater Maintenance	\$1,583,824
	Total Appropriations	\$11,829,718

Section 5: It is estimated that the following revenues will be available in the Water and Sewer Fund for the fiscal year beginning July 1, 2008 and ending June 30, 2009:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Interest Earned on Investments	\$325,000
Sale of Water	\$6,070,169
Sewer Charges	\$4,372,968
Sampling and Monitoring Fees	\$28,000
Surcharges	\$120,000
Septic Tank Discharges	\$59,000
Water and Sewer Connection Fees	\$128,000
Proceeds from Lease purchase	\$424,000
Other Revenues	\$302,581
Total Estimated Revenues	\$11,829,718

Section 6: The following Water & Sewer Fund Fees are hereby adopted for provision of services by the city government for the fiscal year beginning July 1, 2008.

Water and Sewer Billing Department

<u>SERVICE</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
Residential Customer (ea. 2 months)		
Water Minimum Fee	\$15.34	\$38.35
Sewer Minimum Fee	\$19.25	\$48.13
Commercial Customer (monthly)		
Water Minimum Fee	\$12.27	\$30.68
Sewer Minimum Fee	\$12.27	\$30.68
Consumption Fee above min. for all above referenced customers		
Water-per 100 cu. ft. over 300 cu. ft.	\$2.51	\$6.28
Sewer-per 100 cu. ft. over 300 cu. ft.	\$2.51	\$6.28
Residential Customer (ea. 2 months)		
Sewer Only	\$36.19	\$72.38
Commercial Customer (monthly)		
Sewer Only	\$25.50	\$51
Deposit for Service	\$110	\$140
Fees:		
Late payment charge* - tier 1	\$10	\$10
Late payment charge* - tier 2	\$35	\$35
Return Check/Draft Fee	\$25	\$25
Credit Cards pmt fee	1.5% of amount	1.5% of amount
Partial Payment Fee	\$5	\$5

*Late Payment Charge is applicable when payments are not received in the office by 5:00 pm on the due date.

Water and Sewer Maintenance Department

<u>SERVICE</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
Water Tap Rates		
3/4" Complete Service	\$1,700	\$2,550
1" Complete Service	\$2,100	\$3,150
1 1/2" Complete Service	\$3,510	\$5,265
2" Complete Service	\$3,550	\$5,325
3/4" New Tap	\$850	\$1,275
1" New Tap	\$1,050	\$1,575
1 1/2" New Tap	\$1,755	\$2,633
2" New Tap	\$1,775	\$2,663
3/4" New Meter, Setter, Box	\$850	\$1,275
1" New Meter, Setter, Box	\$1,050	\$1,575
1 1/2" New Meter, Setter, Box	\$1,755	\$2,633
2" New Meter, Setter, Box	\$1,775	\$2,663
3/4" New Meter, existing svc.	\$215	\$323
1" New Meter, existing svc.	\$350	\$525
1 1/2" New Meter, existing svc.	\$500	\$750
2" New Meter, existing svc.	\$650	\$975
Services not listed	Cost	Cost plus 50%
Sewer Tap Rates		
4" Complete Service	\$1,100	\$2,750
6" Complete Service	\$1,450	\$3,625
Services not listed	Cost	Cost plus 100%

Section 7: There is hereby levied a tax at the rate of fifty-five cents (\$.55) per one hundred (\$100) valuation of property as listed for taxes as of January 1, 2008 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 \$2,000,000,000 and an estimated rate of collection of 98.0%.

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 such transfers 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 Officer 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.ci.asheboro.nc.us

TOTAL GROSS BUDGET \$33,696,083

Adopted this the 24th day of June 2008.

s/ David H. Jarrell
David H. Jarrell, Mayor

ATTEST:

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

4. Consideration of a petition received from Moffitts, Inc. requesting non-contiguous annexation of 124.377 acres of land along the north side of Old Humble Mill Road.

Due to a conflict of interest, Mr. Moffitt asked to be excused from any discussion and action regarding the above-referenced item. A motion was made by Mr. Smith and seconded by Mr. Crisco to excuse Mr. Moffitt from any discussion and voting. Council Members Burks, Carter, Crisco, Priest, and Smith unanimously adopted this motion.

Mayor Jarrell opened the public hearing on the annexation 124.377 acres of land located along the north side of Old Humble Mill Road.

There being no comments and no opposition from the public, Mayor Jarrell closed the public hearing.

Mr. Bunker presented and recommended adoption, by reference, of an ordinance to extend the corporate limits of the City of Asheboro, North Carolina.

Mr. Crisco moved to adopt the ordinance to extend the corporate limits of the City of Asheboro, North Carolina. Mr. Smith seconded the motion. Council Members Burks, Crisco, and Smith voted in favor of the motion. Council Members Carter and Priest voted no.

After this vote was taken, Mayor Jarrell inquired of the city attorney as to the sufficiency of the vote to extend the corporate limits of the city to include the area for which a petition was received. The city attorney advised the mayor and council that the City Charter (Section 3.7(b)) requires four (4) affirmative votes to adopt any ordinance. Consequently, the annexation ordinance was not adopted even though a majority of the council members present and voting supported the proposed ordinance. Due to the need for the presence of an additional council member, Mr. Crisco moved to continue the consideration of this matter to the next regular meeting. Mr. Smith seconded the motion. Council members Burks, Crisco, and Smith, voted in favor of the motion. Council members Carter and Priest voted no.

Due to a scheduling conflict, Mr. Crisco had to leave before the following agenda items could be considered. Upon motion by Mr. Priest and seconded by Mr. Moffitt, Council voted unanimously to excuse Mr. Crisco from discussion and action in regards to the remaining agenda items.

5. Consideration of an ordinance amending certain water and sewer provisions of Chapter 50 of the Code of Asheboro.

Mr. Sugg presented and recommended adoption, by reference, of an ordinance amending Chapter 50 of the Code of Asheboro.

Upon motion by Mr. Priest and seconded by Mr. Smith, Council voted unanimously to adopt the following ordinance by reference.

39 ORD 06-08

AN ORDINANCE AMENDING CHAPTER 50 OF THE CODE OF ASHEBORO

WHEREAS, Chapter 50 of the Code of Asheboro prescribes general water and sewer provisions for the City of Asheboro; and

WHEREAS, the budget ordinance for the 2008-2009 fiscal year amends certain fees paid into the city's water and sewer fund.

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

Section 1. Section 50.004 of the Code of Asheboro, which is entitled "WATER AND SEWER CONNECTION FEES," shall be amended to provide as follows:

(A) *Water service connection fee for service to property inside the city limits.* The following fees shall be charged for connections to a city water main for property inside the city limits:

Size	Complete service to right-of-way	New tap only	New meter and setter with box only	New meter only installed in existing service
5/8"x				
3/4"	\$1,400 1,700	\$ 700 850	\$ 700 850	\$ 60 215
1"	1,700 2,100	850 1,050	850 1,050	200 350
1 1/2"	2,900 3,510	1,450 1,755	1,450 1,755	375 500
2"	3,000 3,550	1,500 1,775	1,500 1,775	550 650

(B) *Water service connection fee for service to property outside city limits.* The following fees shall be charged for connection to a city water main for property outside the city limits:

Size	Complete service to right-of-way	New tap only	New meter and setter with box only	New meter only installed in existing service
5/8"x				
3/4"	\$ 2,400 2,550	\$ 1,050 1,275	\$ 1,050 1,275	\$ 90 323
1"	2,500 3,150	1,250 1,575	1,250 1,575	300 525
1 1/2"	4,300 5,265	2,150 2,633	2,150 2,633	570 750
2"	4,500 5,325	2,250 2,663	2,250 2,663	825 975

(C) *Sewer service connection fee for service to property inside city limits.* Subject to the following paragraph, the following fees shall be charged for connection to the city sewer system for property inside the city limits:

Size	Complete service to right-of-way
4"	\$1,100
6"	1,200 1,450

As an incentive for early connection to the sanitary sewer system, the above-stated sewer service connection fees shall be discounted on the basis of how quickly owners of property required to connect to the sanitary sewer system pursuant to Section 50.095 do in fact make the required connections. The base line for determining the amount of the discount for which a property owner is eligible shall be referred to as the notification date, and this notification date is the date on which the notice required by Section 50.099 is deposited by the city with the United States Postal Service for delivery as first class mail. If a sewer service connection is made within 2½ years of the notification date, the sewer service connection fee shall be waived. If a connection is made after 2½ years, but before 5 years have lapsed, the sewer service connection fee shall be discounted by 75%. If a connection is made after 5 years, but before 7½ years have lapsed, the sewer service connection fee shall be discounted by 50%. If a connection is made after 7½ years, but before 10 years have lapsed, the sewer service connection fee shall be discounted by 25%. No discount shall be available once 10 years have lapsed since the notification date. This incentive plan does not apply to extensions of the public sanitary sewer system completed prior to January 1, 2008, and this incentive plan does not apply to extensions of the public sanitary sewer system that are undertaken as part of the major subdivision review and approval process prescribed by the City of Asheboro Subdivision Ordinance or are otherwise initiated by some person or entity other than the city.

(D) *Sewer service connection fee for service to property outside city limits.* The following fees shall be charged for connection to the city sewer system for property outside the city limits:

Size	Complete service to right-of-way
4"	\$2,200 2,750
6"	2,400 3,625

(E) Charges include all street repairs.

(F) When a connection to a city water or sewer facility, which has been extended into an area outside of the city's corporate limits at the sole expense of the city, has been authorized by the city council pursuant to Section 50.008(C)(2) of the Code of Asheboro, a surcharge shall be imposed on such a connection in addition to any other fee prescribed by this section of the Code of Asheboro. The amount of the surcharge shall be calculated by distributing the cost incurred by the city, less any expense offset by the standard connection fee, pro rata between the owners of each parcel of land served by the water or sewer facility to which the connection is to be made. The exact surcharge for any particular water or sewer facility subject to this division shall be listed in the Schedule of Water/Sewer Service Connection Surcharges. This schedule of surcharges shall be maintained in the office of the city clerk and shall be available for public inspection during regular business hours.

(G) Unlisted water and sewer service items for property inside city limits will be at cost.

(H) Unlisted water service items for property outside city limits will be at cost plus 50%.

(I) Unlisted sewer service items for property outside city limits will be at cost plus 100%.

(J) Approval must be secured from the North Carolina Department of Transportation before state-maintained streets can be cut.

Section 2. Section 50.006 of the Code of Asheboro, which is entitled "**PAYING SERVICE CHARGES**," is hereby amended to provide as follows:

(A) ~~With the exception of accounts that are addressed by division (B) of this section due to the utilization of automatic draft payments,~~ Water and sewer accounts are payable to the City Water Department, 146 North Church Street, Asheboro, North Carolina. ~~With the payment of a convenience fee equal to 1.5% of the amount owed, customers may pay outstanding balances on their accounts with credit cards accepted by the Water Department.~~ All bills are due and payable on receipt, ~~and, subject to division (C) of this section,~~ all accounts for which payment is not received by the Water Department within 15 days from the billing date indicated on the bill shall be considered delinquent. Once an account becomes delinquent, a ~~\$5.00~~ \$10.00 fee shall be assessed against the account as a first tier late fee. ~~If an account remains in a state of delinquency as of the 25th day from the billing date indicated on the bill, an additional \$35.00 fee shall be assessed against the account as a second tier late fee.~~ Upon assessment, any and all late fees shall be immediately due and payable. For all delinquent accounts, a reminder notice shall be mailed which shall specify a final date, not prior to ten days after the delinquent date, by which payment must be remitted or service will be discontinued pursuant to § 50.007. The reminder notice shall also provide notice that customers may submit disputed bills to the water and sewer billing and collections department supervisor for review; the supervisor or his deputy shall be authorized to make adjustments to the billing amount in accordance with § 50.021 if such is deemed proper following the review and the bill is unpaid. The notice shall specify the hours during which a customer may call or come by for a review of disputed unpaid bills. After the review process, any customer who does not pay or make arrangements to pay the adjusted amount shall be entered on the list of delinquent customers whose services are to be terminated pursuant to § 50.007.

(B) ~~If notification is received that a check has not been honored and has been returned due to insufficient funds or for any other reason, a charge of \$25.00 shall be added to the customer's current bill, and such charge shall become immediately due and payable. Additionally, if payment in full with good funds has not been received within 15 days from the billing date indicated on the customer's bill, the account shall be considered delinquent. In the event an account becomes delinquent due to a financial institution not honoring a check, a \$10.00 late fee shall be assessed against the account as a first tier late fee. If the account is or remains in a state of delinquency as of the 25th day from the billing date, an additional \$35.00 fee shall be assessed against the account as a second tier late fee. A customer shall have five (5) business days from the date of notification to the city that the customer's check has not been honored to make payment in full, including any assessed~~

fees, with good funds to the City Water Department. If the outstanding balance is not paid in full with good funds within the time period specified in the preceding sentence or by the 25th day of the month in which the bill is first due and payable, whichever is later, the customer's water service shall be discontinued without further notice. Whenever within any 12-month period the city is notified on two (2) separate occasions that a customer's check has been returned due to insufficient funds in the account or for any other reason, such a customer shall be required to make payment in good funds for twelve (12) consecutive billing periods before such a customer is eligible to make payments in any other form.

~~(B)~~ (C) As with all other customers, water and sewer accounts that are paid by means of automatic draft are payable to the City Water Department, 146 North Church Street, Asheboro, North Carolina. Customers who choose to make payments on their water and sewer accounts by means of automatic draft may make arrangements with the City Water Department to have an appropriate account at a financial institution drafted for payment in full of a regular billing on the 10th day, 15th day, 20th day, or 25th day of the month in which a bill is due and payable. If notification is received that an attempted automatic draft of a payment has failed due to insufficient funds in a customer's designated account or for any other reason, a charge of \$25.00 shall be added to the customer's current bill, and such charge shall become immediately due and payable. Additionally, if any attempted automatic draft of a customer's account fails and payment in full with good funds has not been received within 15 days from the billing date indicated on the customer's bill, the account shall be considered delinquent. In the event an account becomes delinquent, a \$10.00 late fee shall be assessed against the account as a first tier late fee. If the account is or remains in a state of delinquency as of the 25th day from the billing date, an additional \$35.00 fee shall be assessed against the account as a second tier late fee. by the 15th day of the month in which the bill is first due and payable, the bill shall be considered delinquent, and a \$5.00 fee shall be assessed against the customer's account as a late fee. Upon assessment, any such late fee shall be immediately due and payable. A customer shall have five (5) business days from the date of notification to the City Water Department that an automatic draft of the customer's designated account has not been honored to make payment in full, including any assessed fees, with good funds to the City Water Department. If the outstanding balance is not paid in full with good funds within the time period specified in the preceding sentence or by the 25th day of the month in which the bill is first due and payable, whichever is later, the customer's water service shall be discontinued without further notice. Whenever within any 12-month period the City Water Department is notified on two (2) separate occasions that an attempt to automatically draft a customer's designated account for payment has failed due to insufficient funds in the account or for any other reason, such a customer shall be required to make payment in good funds only for twelve (12) consecutive billing periods before such a customer is eligible to make payments to the city in any form other than good funds.

Section 3. Section 50.007 of the Code of Asheboro, which is entitled "**DISCONTINUANCE OF SERVICE FOR DELINQUENT ACCOUNTS; RESTORATION FEE,**" is hereby amended to provide as follows:

(A) Subject to the provisions of Section 50.006 pertaining to failed automatic draft attempts and checks that are returned due to insufficient funds or other reasons, any customer whose water and sewer service bill shows that payment is due for the current month and one preceding month shall have his water service discontinued if the account is not paid within 15 25 days from the billing date indicated on the bill.

~~(B)~~ When water service has been discontinued to any premises pursuant to division (A) of this section, division (F) of this section, and § 50.006(B) of this chapter, a charge of \$30.00 shall be made for a disconnect fee.

~~(C)~~ (B) Tampering with a water meter or any device attached thereto is hereby expressly declared to be unlawful and will result in a charge and other enforcement actions as hereinafter set out. Within any twelve calendar month period, there will be a charge of one hundred fifty dollars (\$150.00) for the first offense, five hundred dollars (\$500.00) for the second offense, and criminal penalties, including without limitation a fine of five hundred dollars (\$500.00), shall be instituted thereafter in accordance with Section 14-4 of the North Carolina General Statutes. By way of illustration and without limitation, a customer shall be deemed to have tampered with a water meter if, without authorization from the Water and Sewer Department, water service for any premises is restored after having been turned off by order of the Water and Sewer Department, the water meter or any device attached thereto has been damaged to any degree by an individual not employed by or acting on behalf of the city while attempting to manipulate or operate some physical component of or attachment to the water meter, or if the water meter has been relocated in some manner. Nothing contained within this division shall release a person found guilty of tampering with a water meter or any other aspect of the city's water supply and distribution system from liability for so doing, and the provisions of this division shall not preclude the city from pursuing any other remedy available at law or equity for such unlawful conduct.

~~(D)~~ (C) Any customer who has had service disconnected and who applies for restoration of service shall be considered a new customer; provided, however, that the restoration of service for such a customer shall not relieve the customer of any of his or her obligations and liabilities to the City of Asheboro for any and all outstanding balances, specifically including without limitation any assessed fees, still owed to the City of Asheboro as a consequence of the individual's or entity's past relationship with the City of Asheboro as a customer of the Water and Sewer Department. Furthermore, the provisions of this division of § 50.007 shall not be construed so as to provide relief from restrictions as to the form of payment that will be accepted from a customer when that customer has had water service discontinued pursuant to division (F) of this section and § 50.006(B) of this Chapter. Prior to the restoration of service to an individual or entity as a new customer under the provisions of this division of § 50.007, such a customer must pay the deposit amount required of a new customer, if the previous deposit was applied to an outstanding balance, plus a minimum of one-half (½) of the total outstanding balance, including any and all service fees and other assessed fees, owed by the individual or entity to the City of Asheboro as a former customer. The remaining balance of the outstanding debt shall be billed to the customer on the customer's next billing and shall be subject to collection in the same manner as prescribed for any regular bill.

~~(E)~~ (D) (1) When water service has been discontinued to a customer and the customer does not remit payment on his account, the Water and Sewer Billing Department shall send a letter to the last known address of the customer informing him that this matter will be turned over to a collection agency in 30 days of the date of the letter if the account balance is not paid in full within that time period. There will be no set format for this letter. The envelope in which the letter is mailed will bear a request for the Post Office to forward it to any known proper address of the customer.

(2) If the account balance is not settled within 30 days of the mailing of the above letter, the account is to be turned over to a collection service to be recorded on the customer's credit record. The city shall authorize the collection service to make their best effort to collect the balance due. Any account turned over to the collection service shall be noted by a flag on the customer's record on the city's computer records, so that if an amount is collected, the portion due the collection service under the city's contract with them can be remitted as required. The City Council's approval shall be required before the city can enter into any contract for collection services with a collection agency.

~~(F) — When a check for payment of water and sewer services is returned for insufficient funds or other reasons, there will be a charge of \$25.00 added to the account, and if the check is not made good within five days, water services will be discontinued. Whenever within any twelve (12) month period two (2) separate checks from a customer are returned to the City Water Department due to insufficient funds or for any other reason, such a customer shall be required to make payment in good funds only for twelve (12) consecutive billing periods before such a customer is eligible to make payments to the City Water Department in any form other than with good funds.~~

Section 4. Section 50.110 of the Code of Asheboro, which is entitled "**SEWER RATES**", is hereby amended to provide as follows:

(A) For the privilege of discharging into the wastewater disposal system, a service charge is hereby imposed upon and shall be collected from all users. Except as provided in § 50.111, § 50.112, § 50.115, and division (B) of this section, the service charge imposed upon and collected from a person availing himself or herself of the wastewater disposal system shall be based on the amount of water such a person uses from the city water supply system. The minimum sewer rate for residential customers within the city limits for each billing cycle (two months for residential customers) shall be \$19.25 for 300 cubic feet or less of water used from the city water supply system. The minimum rate for all other customers within the city limits for each billing cycle (one month) shall be \$12.27 for 300 cubic feet or less of water used from the city water supply system. In addition to the minimum sewer rates prescribed by this section, all users within the city limits using more than 300 cubic feet of water per billing cycle from the city water supply system shall be charged for use of the city wastewater disposal system at the rate of \$2.51 per 100 cubic feet of water, or any portion thereof, used in excess of the minimum amount of 300 cubic feet. The rates to users outside of the city limits shall be 2.5 times the rates of inside users.

~~(B) The rate for each dwelling, business, and institution that avails itself of outside sewer service without city water shall be \$48.13 per billing cycle. The rate for residential customers located inside the corporate limits and connected to only the municipal sanitary sewer system shall be \$36.19 for each billing cycle (two months for residential customers) and \$72.38 for each billing cycle if the sewer only residential customer is located outside the corporate limits. The rate for non-residential customers located inside the corporate limits and connected to only the municipal sanitary sewer system shall be \$25.50 for each~~

billing cycle (one month for non-residential customers) and \$51.00 for each billing cycle if the sewer only non-residential customer is located outside the corporate limits.

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

Section 6. This ordinance shall take effect and be in force from and after July 1, 2008.

Adopted by the Asheboro City Council in special session on the 24th day of June 2008.

s/ David H. Jarrell
David H. Jarrell, Mayor

ATTEST:

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

6. Consideration of an ordinance amending certain sanitation services provisions in Chapter 51 of the Code of Asheboro.

Mr. Sugg presented and recommended adoption, by reference, of an ordinance amending Chapter 51 of the Code of Asheboro.

Upon motion by Mr. Moffitt and seconded by Mr. Priest, Council voted unanimously to adopt the following ordinance by reference.

40 ORD 06-08

AN ORDINANCE AMENDING CHAPTER 51 OF THE CODE OF ASHEBORO

WHEREAS, Chapter 51 of the Code of Asheboro prescribes general regulations and certain fees pertaining to the operation of the city's sanitation department and the maintenance of environmental health in the City of Asheboro; and

WHEREAS, the proposed budget ordinance for the 2008-2009 fiscal year amends certain fees generated by the sanitation department.

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

Section 1. Section 51.22 of the Code of Asheboro, which is entitled "PLACING OF MATERIAL FOR SPECIAL COLLECTION," is hereby amended to provide as follows:

(A) The city sanitation department, by means of knuckle boom trucks, will collect yard waste and construction and demolition material/building material waste in accordance with the provisions of this division.

(1) As used within this section, the term "yard waste" shall be deemed to consist of grass trimmings, brush, scrub vegetation, tree limbs, and other similar organic material not otherwise addressed by this chapter of the Code of Asheboro. Due to the fact that all yard waste will be collected with a knuckle boom truck, no such waste shall be placed for collection in a container or in any other manner that is contrary to the provisions of this division. The first two scoops of yard waste collected during a 24-hour period from a parcel of land shall be collected at no charge to the occupant(s) or owner(s) of the property. If the entirety of the yard waste deposited for collection on a parcel of land cannot be collected in two scoops within the normal operating parameters of the knuckle boom truck, a fee shall be charged to the occupant(s) or owner(s) of the parcel of land in the amount of \$12.00 for each additional scoop of yard waste that is collected. The city sanitation department shall utilize a route type system to collect yard waste and shall not be obligated to respond within any specified time frame to a call for service.

(2) Construction and demolition material/building material waste is subject to collection by the city with a knuckle boom truck. This waste material shall not be placed for collection in a container or in any other manner that is contrary to the provisions of this division. A fee shall be charged to the occupant(s) or owner(s) of the parcel of land upon which the waste material is located in the amount of \$20.00 per scoop of waste material that is collected. The city sanitation department shall

utilize a route type system to collect the waste material and shall not be obligated to respond within any specified time frame to a call for service.

(2)(3) Occupants or owners of property desiring to have yard waste and construction and demolition material/building material waste collected by the city sanitation department shall place such yard waste material at the edge of the yard and approximately two feet from the edge of the pavement of a public street or highway. Such yard Waste material shall be placed a minimum of four feet from any other object and shall not be placed under any guy wires.

(3)(4) The above-stated fee structure shall only apply to items of yard waste that are no longer than five feet in length and no more than four inches in diameter. With regard to construction and demolition material/building material waste, the above-stated fee structure shall only apply to items that are no longer than four feet in length and no more than four feet in width. Any item that exceeds the dimensions listed in the immediately preceding sentences and that is placed for collection as yard waste will not be collected when first observed by city employees operating a knuckle boom truck. Instead, the occupant(s) of the property shall be notified of the non-compliance of the yard waste material with the above-stated size restrictions by means of tagging the yard waste material, and the owner(s) of the real property, as listed by the Randolph County Tax Collector, shall be notified by means of a registered letter of the non-compliance of the yard waste with the size restrictions. Upon the passage of two calendar weeks from the date of tagging the waste and mailing notification to the property owner(s), whichever is later, the city sanitation department shall remove any non-conforming yard waste material that has not been relocated from its original collection point. The occupant(s) or owner(s) of the property from which such yard waste material is removed shall be charged a fee of \$24.00 per scoop of yard waste material that is removed. Any and all yard waste material found within a pile containing one or more non-conforming items of yard waste shall be subject to the \$24.00 per scoop fee, and no complimentary scoops of debris removal shall be provided to any occupant or owner who has intermingled conforming and non-conforming yard waste materials.

(4)(5) No yard waste material shall be placed in a ditch or on a curb, sidewalk, or public street or highway. Any such yard waste material shall be collected by the city sanitation department without notice, and the occupant(s) or owner(s) of the property from which the yard waste originated will be charged a fee of \$24.00 for each scoop of such waste that is collected by the city. No complimentary scoops of yard waste material removal will be provided to an individual who places such debris in a prohibited location.

(5)(6) Yard Waste material that is placed within a public right-of-way and constitutes a traffic hazard shall be removed by the city sanitation department without notice. The determination of whether or not yard waste material constitutes a traffic hazard shall be within the sole discretion of the Director of Operations for Public Works or his designee(s). Any yard waste material that is deemed to be a traffic hazard and has to be removed during the normal business hours of the city's sanitation department shall be removed at a cost of \$24.00 per scoop. If such yard waste material has to be removed outside of the city sanitation department's normal business hours, the yard waste material will be removed at a cost of \$50.00 per scoop. The charges for removing yard waste material that poses a traffic hazard shall be borne by the occupant(s) or owner(s) of the property from which the yard waste material originated. No complimentary scoops of yard waste material removal will be provided to an individual who places debris in such a manner as to create a traffic hazard.

(6) The collection charges instituted in this division will be added to the water and sewer bill of the occupant(s) or owner(s) of the parcel of land from which the waste originated. Payment terms will be the same as for the water and sewer bill. In the event of a partial payment on a combined water-sewer and sanitation bill, the payment shall be first applied to the sanitation charge and the remainder, if any, shall be applied to the water-sewer charges. Failure to pay the full balance of the water-sewer bill shall result in the consequences specified in the city code, including without limitation the termination of water service. In the event of nonpayment of yard waste collection charges by property occupant(s) or owner(s) that do not have water and/or sewer accounts with the city, all collections of such a customer's refuse will be discontinued until payment is remitted in full. If, after reasonable inquiry has been made by city officials, a determination cannot be conclusively made as to whether the individual(s) occupying the property from which yard waste originated or the owner(s) of said property are responsible for the actual placement of such waste for collection, the charges associated with any

~~such collection of yard waste shall be deemed to be the responsibility of the property owner(s).~~

~~(9)(7)~~ As used within this section, the term "yard waste" shall not be deemed to include leaves that have been properly placed for collection by the city's street department.

~~(B) Discarded tires are subject to collection by the city at a fee of \$5.00 per tire. Unless the identity of the party that physically discarded the collected tire(s) can be conclusively established, the fee for collecting discarded tires shall be charged to the occupant(s) or owner(s) of the parcel of land from which the discarded tires are collected. The city sanitation department shall utilize a route type system to collect discarded tires and shall not be obligated to respond within any specified time frame to a call for service.~~

~~(B)~~ (C) The city sanitation department will collect those items commonly referred to as "white goods" in accordance with the provisions of this division.

(1) As used within this section, the term "white goods" shall be deemed to include refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, dishwashers, clothes dryers, and other similar domestic and commercial large appliances.

(2) Any items properly classified as "white goods" which are placed at the edge of a yard and approximately two feet away from the edge of the pavement of a public street or highway will be collected by the city sanitation department for a fee of ~~\$5.00~~ \$10.00 per appliance.

~~(D) Unless provided otherwise in this section,~~ the collection charges instituted in this ~~division section~~ will be added to the water and sewer bill of the occupant(s) or owner(s) of the parcel of land from which the ~~appliance collected waste material~~ originated. Payment terms will be the same as for the water and sewer bill. In the event of a partial payment on a combined water-sewer and sanitation bill, the payment shall be first applied to the sanitation charge and the remainder, if any, shall be applied to the water-sewer charges. Failure to pay the full balance of the water-sewer bill shall result in the consequences specified in the city code, including without limitation the termination of water service. In the event of nonpayment of ~~"white goods"~~ collection charges by property occupant(s) or owner(s) that do not have water and/or sewer accounts with the city, all collections of the customer's refuse will be discontinued until payment is remitted in full. If, after reasonable inquiry has been made by city officials, a determination cannot be conclusively made as to ~~the identity of the party that placed the whether the individual(s) occupying the property from which the "white goods" originated or the owner(s) of said the property are responsible for the actual placement of such goods waste material~~ for collection, the charges associated with any such collection of ~~"white goods"~~ shall be deemed to be the responsibility of the ~~property~~ owner(s) ~~of the property from which the waste material was collected.~~

Section 2. Section 51.35 of the Code of Asheboro, which is entitled "**USER CHARGES FOR COMMERCIAL SANITATION CUSTOMERS**", shall be amended to provide as follows:

(A) A charge of ~~\$25.00~~ \$27.00 per regularly scheduled pick-up of a dumpster, ~~or \$10.00 per month per can, and \$10.00 per month for curbside pick-up of solid waste material equivalent in volume to the capacity of a commercial can for commercial sanitation customers~~ is hereby established for commercial sanitation customers. The charge for compaction dumpsters shall be ~~\$39.00~~ \$41.00 per regularly scheduled pick-up. Additional pick-ups for commercial dumpsters shall be ~~\$35.00~~ \$37.00 per pick-up, and additional pick-ups for compaction dumpsters shall be ~~\$49.00~~ \$51.00.

(B) For purposes of this section and throughout Chapter 51, commercial customer is hereby defined as any customer which is a non-residential or non-industrial user.

(C) Ninety gallon cans provided exclusively by the city may be used as a substitute for dumpsters in areas approved by the Sanitation Department. A maximum of two cans will be provided free of charge to commercial customers. If more than two cans are required, a dumpster must be used.

(D) A one pick-up per week minimum is hereby established for any commercial customer using a dumpster. A two pick-up per week minimum is hereby established for any commercial customer using cans to dispose of refuse.

(E) The collection charges instituted in this section will be added to the sanitation customer's water and sewer bill. Payment terms will be the same as for the water and sewer bill. In the event of nonpayment of this charge, collection of the customer's refuse

will be discontinued until payment is remitted in full. In the event of a partial payment on a combined water-sewer and sanitation bill, the payment shall be first applied to the sanitation charge and the remainder, if any, shall be applied to the water-sewer charges. Failure to pay the full balance of the water-sewer bill shall result in the consequences specified in the city code; generally, termination of service.

(F) Unless arrangements are made otherwise and the city is notified of these arrangements, all property owners renting premises to a commercial sanitation customer shall be responsible for the charges specified in this section. Responsibility for payment of the charges may be passed to the renter of the premises if the city billing department is notified of this arrangement.

(G) All property owners are deemed responsible to maintain their lots and locate their dumpsters or cans in a fashion that allows the city sanitation trucks acceptable access to the dumpsters or cans.

(H) All property owners must complete a Can/Dumpster Permit and sign a hold harmless agreement.

(I) The city is not liable for any damages resulting to parking lots, drives, and the like caused by the weight of the trucks used for the dumpster pick-ups. Each property owner is expected to maintain a lot or drive of sufficient structure to support the weight of the collection trucks.

(J) No refuse which is unacceptable as routine refuse at the landfill will be collected from commercial sanitation customers. Examples of unacceptable waste include but are not limited to: hazardous waste, tires, batteries, medical waste, yard waste, liquid waste, and white goods. Any receptacles containing any of these materials will not be picked-up by the sanitation department until the unacceptable materials are removed.

(K) The commercial customer is responsible for the contents of its containers. The city is not responsible for policing containers to prevent the dumping of unacceptable waste, or refuse from individuals not related to the commercial customer.

(L) The city's sanitation department may accept at the City of Asheboro Transfer Station solid waste that was not collected by city forces. Solid waste transported to this city-owned and operated facility by third parties shall not be accepted unless the hauler transporting the waste material to the city facility has complied with the city's operational guidelines for the transfer station, the waste shipped to the facility conforms with the rules and regulations imposed under the Solid Waste Management Facility Permit issued to the city by the Division of Waste Management in the North Carolina Department of Environment and Natural Resources, and the entity transporting the solid waste pays to the city a tipping fee of \$46.00 per ton.

Section 3. Section 51.36 of the Code of Asheboro, which is entitled "**USER CHARGES FOR RESIDENTIAL SANITATION CUSTOMERS**", shall be amended to provide as follows:

(A) A charge of ~~\$25.00~~ **\$27.00** per regularly scheduled pick-up of a dumpster for residential sanitation customers is hereby established; provided, however, no charge shall be made for the pick-up of dumpsters utilized by residential sanitation customers residing in developments or portions of developments that have been designed for occupancy by owner-occupants and that have, in fact, been conveyed primarily to owner-occupants. Subject to the exception specified in the immediately preceding sentence, all additional pick-ups for such dumpsters shall be ~~\$35.00~~ **\$37.00** per pick-up. No charge shall be made for pick-ups of cans for residential sanitation customers.

(B) A one pick-up per week minimum is hereby established for any residential customer using a dumpster.

(C) The collection charges instituted in this section will be added to the sanitation customer's water and sewer bill. Payment terms will be the same as for the water and sewer bill. In the event of nonpayment of this charge, collection of the customer's refuse will be discontinued until payment is remitted in full. In the event of a partial payment on a combined water-sewer and sanitation bill, the payment shall be first applied to the sanitation charge and the remainder, if any, shall be applied to the water-sewer charges. Failure to pay the full balance of the water-sewer bill shall result in the consequences specified in the city code; generally, termination of service.

(D) Unless arrangements are made otherwise and the city is notified of and agrees to these arrangements, the owner(s) of the real property where a residential dumpster is located shall be responsible for the charges specified in this section.

(E) The owner(s) of the property upon which a dumpster is located is deemed responsible for the maintenance of his or her lot(s) in general and the location of the dumpster site in particular so as to allow the city sanitation trucks reasonable access to the dumpster.

(F) In order to receive residential dumpster service, all property owners must complete a dumpster permit and sign a hold harmless agreement in favor of the city.

(G) The city is not liable for any damages resulting to parking lots, drives, and the like caused by the weight of the trucks used for dumpster pick-up. Each property owner is expected to maintain a lot or drive of sufficient structure to support the weight of the collection trucks.

(H) No refuse which is unacceptable as routine refuse at the landfill will be collected from residential sanitation customers. Examples of unacceptable waste include but are not limited to: hazardous waste, tires, batteries, medical waste, yard waste, liquid waste, and white goods. Any receptacles containing any of these materials will not be picked-up by the sanitation department until the unacceptable materials are removed.

(I) The owner of the premises where the dumpsters are located and the residents utilizing the dumpsters/containers are responsible for the contents of the containers. The city is not responsible for policing containers to prevent the dumping of unacceptable waste, or refuse from individuals not related to the customer(s).

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

Section 5. This ordinance shall take effect and be in force from and after July 1, 2008.

Adopted by the Asheboro City Council in special session on the 24th day of June 2008.

ATTEST: s/ David H. Jarrell
David H. Jarrell, Mayor

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

There being no further business, the meeting was adjourned at 12:23 p.m.

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

s/ David H. Jarrell
David H. Jarrell, Mayor