

1. Call to order.

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

2. Consideration of approving a project fund amendment as well as amendments to the budget ordinance for fiscal year 2013-2014.

Ms. Reaves presented and recommended adoption, by reference, of an Ordinance to Amend the General Fund FY 2013-2014, an Ordinance to Amend the Water & Sewer Fund FY 2013-2014, and an Ordinance to Amend the Airport Improvements Fund (#66) FY 2013-2014.

Upon motion by Mr. Bell and seconded by Ms. Carter, Council voted unanimously to adopt the following ordinances by reference as a single legislative act:

09 ORD 6-14

ORDINANCE TO AMEND THE GENERAL FUND FY 2013-2014

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

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

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

Section 1: That the following Revenue line item be increased / (decreased):

<u>Account #</u>	<u>Description</u>	<u>increase/ (decrease)</u>
10-305-0000	Ad Valorem Taxes 2013	(47,100)
10-303-0000	Ad Valorem Tax PY	(170,096)
10-325-0000	Privilege licenses	(73,000)
10-325-0200	Cable Franchises	(168,000)
10-335-0500	Habitat for Humanity	(22,500)
10-335-0100	Misc. Revenue Various	(24,000)
10-350-0200	US Justice Funds DEA	(82,000)
10-399-0000	Fund Balance Allocation	864,039
	Total Increase / Decrease	277,343

<u>Account #</u>	<u>Expense Description</u>	<u>increase/ (decrease)</u>
10-410-0400	Professional Services	(24,000)
10-410-0704	Fringe Insurance	7,400
10-410-1400	Travel Schools Conference	6,400
10-410-4700	Elections & Referendums	5,900
10-420-0200	Salaries & Wages	(4,000)
10-420-5900	COG dues	(7,800)
10-420-5300	Dues & Subscriptions	4,000
10-420-0704	Fringe Insurance	1,800
10-420-0800	Unemployment compensation	530
10-440-0401	Professional Services- Segal	(11,000)
10-440-0704	Fringe Insurance	2,800
10-440-5102	TMA fee	(4,000)
10-440-5500	Tax Refunds	(8,000)
10-450-0200	Salaries & Wages	(5,500)
10-450-2000	Fringe Insurance	1,900
10-450-0702	Fringe: FICA	(245)
10-450-0703	Fringe: Medicare	(522)
10-450-0705	Fringe: Retirement	(476)
10-480-0704	Fringe Insurance	(4,000)
10-480-3500	Software / Network Support	(7,000)
10-480-4500	Contracted Services	(3,000)
10-480-4501	Contracted Services- T1 line	(1,800)
10-490-0200	Salaries & Wages	26,000
10-490-0400	Prof. Services	7,800
10-490-0702	Fringe: FICA	2,200

10-490-0703	Fringe: Medicare	(926)
10-490-0704	Fringe: Insurance	6,500
10-490-0705	Fringe: Retirement	1,600
10-490-1200	Print & Publishing	12,500
10-490-1700	Maint & Repair- Veh	(1,000)
10-490-5300	Dues & Subscriptions	(11,000)
10-490-5000	Asheboro Housing Authority	(1,900)
10-510-0200	Salaries & Wages	94,000
10-510-0201	Overtime Expense	23,000
10-510-0400	Prof Services	18,600
10-510-0702	Fringe: FICA	13,300
10-510-0703	Fringe: Medicare	(13,900)
10-510-0704	Fringe: Insurance	88,000
10-510-0705	Fringe: Retirement	4,500
10-510-0706	Fringe: 401k	(18,000)
10-510-3300	Office supplies	5,700
10-510-3400	Other Supplies & Materials	16,800
10-510-3500	Small Equipment	(127,000)
10-510-3501	Small Eq.: alert	(5,998)
10-510-3600	Uniforms & accessories	4,000
10-510-3601	Uniform – bullet proof vests	1,500
10-510-4500	Contracted Services	7,500
10-510-4505	Contr. Svc: DCI	(2,000)
10-510-7400	Capital Outlay	92,000
10-510-8100	Principal on Debt	(40,000)
10-530-0200	Salaries & Wages	99,100
10-530-0201	Overtime	13,000
10-530-0400	Professional Services	(5,000)
10-530-0702	Fringe: FICA	8,100
10-530-0703	Fringe: Medicare	(8,900)
10-530-0704	Fringe: Insurance	49,500
10-530-0705	Fringe: Retirement	8,300
10-530-1700	Maint. & Repair: vehicles	46,000
10-530-3100	Gas Oil Tires	18,000
10-530-3300	Office Supplies	3,800
10-530-3400	Other Supplies & Materials	8,900
10-530-3600	Uniforms & Accessories	6,500
10-530-5800	Workers Comp	(14,000)
10-530-6000	Small Eq: non cap	(9,000)
10-530-7400	Capital Outlay	42,000
10-540-0200	Salaries & wages	3,900
10-540-0704	Fringe: Insurance	2,800
10-545-0200	Salaries & Wages	2,000
10-545-0704	Fringe: Insurance	2,800
10-545-6000	Small Equipment	(2,000)
10-550-0200	Salaries & Wages	2,800
10-550-0704	Fringe: Insurance	11,000
10-550-1500	Maintenance & Repair Bldg	36,000
10-550-1700	Maintenance & Repair- veh	4,000
10-550-3100	Gas Oil Tires	4,000
10-550-6000	Small Eq: non-cap	4,200
10-550-8100	Principal on Debt	3,100
10-550-8200	Interest on Debt	180
10-555-0200	Salaries & Wages	(11,000)
10-555-0201	Overtime	(10,000)
10-555-1800	Vehicle parts	(40,000)
10-555-3200	Gas Oil Tires Inventory	(40,000)
10-555-8100	Principal on Debt	(7,000)
10-565-8100	Principal on Debt	7,000
10-575-0200	Salaries & Wages	(24,000)
10-575-0400	Prof. Services	(11,900)
10-585-1700	Maintenance & Repair Vehicles	18,000
10-590-0200	Salaries & Wages	(5,000)
10-615-0400	Prof Services	8,000
10-615-0704	Fringe: Insurance	1,900
10-615-1207	Programs: BBQ Cook-off	8,000
10-615-1301	Utilities: Sunset Theatre	8,000
10-615-1303	Utilities: Special Events	8,000
10-615-3401	Sunset Theatre- Furnishing	4,500
10-615-4800	Purchase for Resale	5,000
10-615-5700	Miscellaneous	6,300
10-615-6000	Small Equipment	1,300

10-615-7400	Capital Outlay	2,800
10-620-0200	Salaries & Wages	14,000
10-620-0702	Fringe: FICA	1,800
10-620-0703	Fringe: Medicare	(1,400)
10-620-0704	Fringe: Insurance	8,300
10-620-0705	Fringe: Retirement	1,600
10-620-1200	Athletic Programs	(20,000)
10-620-1201	Other Programs	(8,000)
10-620-1300	Utilities Fuels lights	(4,000)
10-620-3400	Other Supplies & Materials	(7,000)
10-620-4800	Purchase for Resale	(7,000)
10-620-5800	Workers Compensation	(6,000)
10-620-8400	ADA Improvements	(1,500)
10-630-1300	Utilities Fuel Lights	(11,000)
10-640-0200	Salaries & Wages	(114,000)
10-640-0201	Overtime Expense	11,000
10-640-0702	Fringe: FICA	(4,600)
10-640-0703	Fringe: Medicare	(4,800)
10-640-0704	Fringe Insurance	21,000
10-640-0705	Fringe: Retirement	(6,200)
10-640-3405	Other supplies & materials- Library	(6,000)
10-650-3400	Supplies & Materials	(2,000)
10-650-4500	Contracted Services	(1,000)
	Increase / (Decrease)	277,343

Adopted this 26th day of June, 2014.

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

ATTEST:

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

10 ORD 6-14

ORDINANCE TO AMEND THE WATER & SEWER FUND FY 2013-2014

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

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

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

Section 1: That the following Expense line item be increased (decreased):

<u>Account #</u>	<u>Expense Description</u>	<u>increase/ (decrease)</u>
30-850-4500	Sewer Line Ext for Dev.	(38,000)
30-880-3451	Lab Chem & Supplies – WW	12,000
30-880-4501	Contracted Services – WW	26,000
	Increase / Decrease	0

Adopted this 26th day of June, 2014.

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

ATTEST:

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

11 ORD 6-14

ORDINANCE TO AMEND THE AIRPORT IMPROVEMENTS FUND (#66) FY 2013-2014

WHEREAS, the City Council of the City of Asheboro amended the Airport Improvement Fund June 28, 2011 to appropriate revenues and expenditures associated with the Federal Aviation Century of Flight Authorization Act of 2003 (Vision 100) / the State Aid to Airports Program grant award for obstruction clearing at the Asheboro Municipal Airport referenced as State Project 36237.23.11.1 and;

WHEREAS, the City Council of the City of Asheboro amended the Airport Improvement Fund May 10, 2012 to appropriate revenues and expenditures associated with the Federal Aviation Century of Flight Authorization Act of 2003 (Vision 100) / the State Aid to Airports Program grant award for taxi lane access road and hangar site preparation at the Asheboro Municipal Airport referenced as State Project 36237.23.12.1 and;

WHEREAS, the scope of these projects were originally separate and now State Project 36237.23.12.1 has now been combined with State Project 36237.23.11.1 and is now referenced as State Project 36237.23.11.2 and;

WHEREAS, due to this change in project scopes, the project expenses outlined for two previous grant awards have changed from the amounts currently shown in the Airport Improvements Fund, 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

That the following expense line items are increased / (decreased):

<u>Account</u>	<u>Description</u>	<u>Increase (decrease)</u>	<u>Amended Budget</u>
66-980-4500	Construction	166,667	331,264
66-981-4500	Construction	(166,667)	0
	Total increase	0	

Adopted this the 26th day of June 2014.

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

ATTEST:

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

3. Consideration of adopting the City of Asheboro Budget Ordinance for fiscal year 2014-2015.

Ms. Reaves presented and recommended adoption, by reference, of the budget ordinance for the City of Asheboro for fiscal year 2014-2015.

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

12 ORD 6-14

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, 2014 and ending June 30, 2015, 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	Mayor and Governing Body	117,296
10-420	City Manager's Office	197,866
10-440	Finance Office	357,344
10-450	Legal & City Clerk	161,220
10-480	Information Technology	280,119
10-490	Planning/Community Development	467,010
10-495	Marketing & Communication	84,152
10-500	Municipal Building Headquarters	88,500
10-510	Police Department	6,982,905
10-530	Fire Department	4,345,066
10-540	Building Inspections Department	152,620
10-545	Fire Inspections Department	260,735
10-550	Operations Division - Public Works	769,078
10-555	Fleet Maintenance	1,362,236
10-565	Street Maintenance	2,602,781
10-575	City Engineer Office	184,351
10-580	Environmental Services	2,534,054
10-585	Recycling Transfer Station	211,058
10-590	Human Resources	491,113
10-615	Arts & Cultural Services	528,359
10-620	Recreation Services	1,142,976
10-625	Municipal Golf Course	194,447
10-630	Library	140,113
10-640	Facilities Maintenance	1,662,386
10-650	Airport Authority	62,450
Total Appropriations		25,380,235

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2014 and ending June 30, 2015:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Ad Valorem Taxes (Real & Vehicle)	14,089,000
Tax on Short Term Rental Vehicles	24,000
ABC Board Revenue	197,000
Beer & Wine Tax Revenue	105,000
Privilege Licenses	319,000
TWCable TV Franchise	30,000
Concessions and Merchandise	56,500
Contracted Maintenance NCDOT	24,000
Utilities Franchise Tax - State	2,042,000
Powell Bill Allocation - State	650,000
Local Sales Tax & Hold Harmless Funds	4,410,000
Building Permits	45,000
Inspection Fees	36,700
Rezoning, Stone, Burial Fees & Cemetery Fees	27,000
US Justice – DEA Reimbursement for OT	126,000
Court Costs, Fees & Charges, parking fees	12,250
Charges for Services - Refuse Collection	1,291,783
Recycling Revenues	11,000
Recreation Program Revenues	368,100
Grant (SAFER) Proceeds	25,000
Sales of Fixed Assets / Materials	40,000
Proceeds of Lease Purchase Financing	752,252
Reimbursement from Asheboro City Schools –SRO Officers	240,000
All Other Revenues	233,650
Fund Balance Allocation	225,000
Total Estimated Revenues	25,380,235

Section 3: There is hereby levied a tax at the rate of fifty-five cents (\$.63) per one hundred (\$100) valuation of property as listed for taxes as of January 1, 2013 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 \$2,241,278,682 and an estimated rate of collection of 98.0%.

Section 4: The following General Fund Fees are hereby adopted for provision of services by the city government for the fiscal year beginning July 1, 2014.

Sanitation Department Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Residential Garbage Can / per month	\$5
Commercial Can / per month	\$10
Residential Recycle Can / per month	\$1
Commercial Recycle Can / per month	\$1
Residential Dumpster / per pick-up	\$27
Commercial Dumpster / per pick-up	\$27
Above Dumpsters billed <u>monthly</u> based on annualized collection schedule	
Missed Residential Dumpster / per pick-up	\$40
Missed Commercial Dumpster / per pick-up	\$40
Compaction Dumpster / per pick-up	\$44
Missed Compaction Dumpster / per pick-up	\$54
Dumpster Rent / per month	\$21
Dumpster Clean / Replace / each	\$100
Cardboard Dumpster / per pick-up	\$20
Recycling Dumpster / per pick-up	\$20
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- cost per scoop	\$50
Tires Collection / each	\$5
C&D /Building Materials / per scoop	\$20
Curb side pick-up	\$10
Electronics Collection	\$10
White Goods Collection	\$10

Recycling Transfer Station Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Tipping Fee per Ton	\$48

Planning Department Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Rezoning	\$200
Text Amendment (Ordinance, use list)	\$200
Map of CU district Only	\$200
SU/CU Permit or amendments	\$350
BOA: Appeal	\$0
Variance	\$250
Interpretation	\$250
Watershed Permit	\$25
Flood Zone Permit	\$75
Zoning Compliance Permits:	
SF Res	\$25
Duplex	\$100
MF Res	\$250
Commercial	\$250
Industrial / Institutional	\$250
SF Accessory Structure	\$25
Accessory Structure Commercial	\$50
Accessory Structure Industrial	\$50
Accessory Structure Institutional	\$50
Soil Evaluation	\$10
Change Occupancy	\$25
Change Use	\$250
Sign / sign type	\$25
Land Disturbance Permit	\$50
Temp Produce/Seasonal Sales Permit	\$50
Limited Duration Event Permit	\$50

<u>DESCRIPTION</u>	<u>AMOUNT</u>
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

Fire Inspection Department Penalties:

Penalties	
Non-Life Safety / offense /day until corrected before re-inspection	\$50
Non-Life Safety/offense/day until corrected after re-inspection	\$100

Non-Occupancy Life Safety / offense /day until corrected before re-inspection	\$150
Non-Occupancy Life Safety/offense/day until corrected after re-inspection	\$300
Occupancy Life Safety / person over limit	\$100
Exit Life Safety/ locked, blocked, obstructed exit	\$500

Parks & Recreation Fees:

<u>Facility/Activity</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	\$20	\$50
	Late fee applied after registration deadline	\$10	\$10
Sunset Theatre Rentals- Applies to All			
	Security Deposit	\$100	
	Dark/Rehearsal	\$50	
	Non-Profit- Single Day	\$150	
	General Meeting/Party Rental (4 hour max)	\$100	
	Private Event	\$300	
	Commercial/ For Profit	\$400	
Rotary Pavilion at Bicentennial Park Rental			
	Security Deposit	\$75	\$75
	Daily Rate	\$325	\$400
	Non-Profit Government Rate	\$225	\$225
Skate Park			
	Daily admission	\$1	\$2
	15 admissions pass	\$10	\$25
	1 year unlimited pass	\$150	\$300
Room Rental (Skate Park & Sunset Theatre annex)			
	1 hour	\$20	\$25
	½ day	\$60	\$75
	Full day	\$100	\$125
Shelter Rental			
	Memorial Park: 10am-3pm; 3:30pm-dark	\$18	\$35
	Full day	\$35	\$70
	All other Parks: 10am-3pm; 3:30pm-dark	\$10	\$20
	Full day	\$20	\$40
Tennis Courts			
	Lights per hour per court	\$3	\$4
Pools:			
	Public Swim (day)		
	2 years & under w/ paying adult	\$0	\$0
	3 years & older	\$2.50	\$3.25
	Groups (15+)	\$2	\$2.75

<u>Facility/Activity</u>	<u>Service</u>	<u>City Resident</u>	<u>Non-Resident</u>
Public Swim (night)			
	2 years & under w/ paying adult	\$0	\$0
	3 years & older	\$2	\$2.75
Public Lap Swim		\$1	\$1.75
Public Senior Swim		\$1	\$1.75
Swimming lessons (group)		\$25	\$30
Swimming lessons (private)		\$50	\$60
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:			
	Walking Only	\$8	\$10
	Riding 9 holes- w/ green fees	\$15	\$18
	Riding 18 holes- w/ green fees	\$21	\$25
	Twilight (after 3pm) 18 holes w/ green fees	\$16	\$20
Membership Fees			
	Junior (Summer June-August)	\$75	\$125
	Individual	\$365	\$465
	Senior	\$290	\$390
	Senior Couple	\$475	\$575
	Family	\$600	n/a
Member Cart Fees			
	Nine holes	\$6	\$7
	Eighteen holes	\$11	\$13
Disk Golf Course			
	Tournament Rental per day (8 hrs)	\$100	\$175

**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	Additional Space
Daily Fee	\$5	\$10

Section 5: 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, 2014 and ending June 30, 2015, 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	Billing and Collecting	432,157
30-810	Water Meter Operations	762,195
30-820	Water Supply and Treatment	4,186,623
30-830	Wastewater Treatment	5,246,264
30-840	Water Maintenance	1,258,000
30-850	Wastewater Maintenance	1,692,018
30-860	Technical Services	190,587
30-870	Systems Maintenance	1,342,576
30-880	Water Quality	1,076,048
Total Appropriations		16,186,468

Section 6: It is estimated that the following revenues will be available in the Water and Sewer Fund for the fiscal year beginning July 1, 2014 and ending June 30, 2015:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Sale of Water	6,557,000
Sewer Charges	5,007,000
Sampling and Monitoring Fees	25,000
Surcharges	206,000
Septic Tank Discharges	43,000
Water and Sewer Connection Fees	43,000
Late & Return Check Fees	365,500
Other Revenues	217,204
Retained Earnings	3,722,764
Total Estimated Revenues	16,186,468

Section 7: The following Water & Sewer Fund Fees are hereby adopted for provision of services by the city government for the fiscal year beginning July 1, 2014.

Water and Sewer Billing Department

<u>SERVICE</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
Monthly Cost		
Water Minimum Fee	\$13.91	\$34.78
Sewer Minimum Fee	\$17.18	\$42.95
Above referenced minimum bill includes 150 cubic ft usage		
Consumption Fee- above min. for all above referenced customers		
Water-per 100 cu. ft. over 150 cu. ft.	\$2.74	\$6.85
Sewer-per 100 cu. ft. over 150 cu. ft.	\$2.81	\$7.03
Water Only Service (metered)		
Minimum fee (includes 150 cf usage)	n/a	\$34.78
Consumption Fee per 100 cf over min	n/a	\$6.85
Sewer Only Service (metered)		
Minimum fee (includes 150 cf usage)	\$17.18	\$42.95
Consumption Fee per 100 cf over min	\$2.81	\$7.03
Sewer Only Service (non metered)	\$22.80	\$45.60
Deposit for Service	\$110	\$140
Deposits on accounts are applied to final bill upon termination of service		
Fees:		
Return Check/Draft Fee	\$25	\$25
Partial Payment Fee	\$5	\$5
Tamper Fee- First Occurrence	\$150	\$150
Tamper Fee- Second Occurrence	\$500	\$500
Late payment charge* - tier 1	\$10	\$10
Late payment charge* - tier 2	\$20	\$20
Cleaning / Inspection connection	\$10	\$10

* Payments must be received by 5:00 pm on the due date to avoid the late payment charge. Payments "in route" are subject to the late fee as they are not yet received.

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%

Water Resources Division Fees

WATER/WASTEWATER PARAMETER ANALYSIS

Parameter	Cost/Analysis	Parameter	Cost/Analysis
Acidity	\$8.00	Nitrite Nitrogen	\$15.00
Alkalinity	\$10.00	Total Kjeldahl Nitrogen	\$18.00
Ammonia Nitrogen	\$18.00	Phosphorus - Total	\$15.00
BOD (5-day)	\$25.00	Phosphorus - Ortho	\$12.00
Chlorine	\$10.00	pH & Temperature	\$8.00
ULR Chlorine	\$15.00	Total Solids	\$10.00
Chloride	\$15.00	Total Suspended Solids	\$10.00
COD	\$20.00	Settleable Solids	\$8.00
Conductivity	\$10.00	Sulfate	\$15.00
Cyanide	\$30.00	TOC	\$30.00
Dissolved Oxygen	\$8.00	Turbidity	\$10.00
DOC	\$40.00	UV254	\$25.00
Fluoride	\$15.00	Fecal Coliform	\$30.00
Hardness - Total	\$12.00	E-coli (P/A)	\$25.00
Hardness - Calcium	\$12.00	Total Coliform (P/A)	\$25.00
Hardness - Magnesium	\$10.00	Heterotrophic Plate Count	\$25.00
Nitrate Nitrogen	\$20.00	Source Water (Quanti-Tray)	\$30.00

METALS ANALYSIS

Parameter	Cost/Analysis	Parameter	Cost/Analysis
Aluminum	\$25.00	Manganese	\$20.00
Arsenic	\$20.00	Mercury	\$30.00
Arsenic	\$20.00	Molybdenum	\$20.00
Cadmium	\$20.00	Nickel	\$20.00
Chromium	\$20.00	Selenium	\$20.00
Copper	\$20.00	Silver	\$20.00
Iron	\$20.00	Zinc	\$20.00
Lead	\$20.00		

Analysis fees not specified herein will be provided by commercial laboratory at contracted cost

LABORATORY/COMPOSITE SAMPLING CHARGES

Parameter	Cost/Analysis	Parameter	Cost/Analysis
Thermometer Certification (NIST)	\$25.00	Annual Curve – Spec Parameter	\$100.00
Sampling Cost per day for sites requiring City provided flow proportional sampler	\$55.00	Sampling Cost per day for sites with customer provided flow proportional sampler	\$30.00

HAULED WASTEWATER CHARGE

Parameter	Cost/Analysis	Parameter	Cost/Analysis
Any tanker truck size up to 2,500 gallons/load (excludes Recreational Vehicles)	\$65.00	Recreational Vehicle Tank	\$10.00

INDUSTRIAL SURCHARGES

All industrial users of the POTW are subject to industrial waste surcharges on discharges, which exceed the following levels:

Parameter	First Limit	Charges per Pounds In Excess
BOD	300 mg/l	\$0.15
COD	750 mg/l	\$0.06
TSS	300 mg/l	\$0.31
TKN	45 mg/l	\$0.92

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

- He/she may transfer between line item expenditures within a department without limitation and without a report being required.
- He/she may transfer amounts between departments, within the same fund. He/she must make an official report on such transfers in excess of \$5,000 at the next regular meeting of the Governing Board.
- 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.asheboronc.gov or www.ci.asheboro.nc.us

TOTAL GROSS BUDGET \$41,566,703

Adopted this the 26th day of June 2014.

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

ATTEST:

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

4. Consideration of amendments to the Code of Asheboro to reflect new and adjusted fees contained within the adopted budget ordinance for fiscal year 2014-2015.

Ms. Reaves presented and recommended adoption, by reference, of an ordinance reflecting amendments to harmonize the provisions of the Code of Asheboro with the adopted budget ordinance for fiscal year 2014-2015.

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

ORDINANCE NUMBER 13 ORD 6-14

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Amendments to Harmonize the Provisions of the Code of Asheboro with the Adopted Budget Ordinance for Fiscal Year 2014-2015

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

WHEREAS, Chapter 51 of the Code of Asheboro prescribes general regulations pertaining to the collection of solid waste and other operations conducted by the city's environmental services department; and

WHEREAS, during a special meeting held on June 26, 2014, the Asheboro City Council adopted a budget ordinance for fiscal year 2014-2015; and

WHEREAS, certain provisions in the Code of Asheboro must be amended to reflect the budgetary actions taken by the City Council with the adoption of the budget ordinance for fiscal year 2014-2015;

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

Section 1. Section 50.065 of the Code of Asheboro, which pertains to water rates within the corporate limits, is hereby rewritten to provide as follows:

§ 50.065 RATES WITHIN CITY.

The minimum monthly charge, regardless of the actual number of days within the usage period indicated on a bill, for the water made available to a non-bulk customer located within the corporate limits of the City of Asheboro is ~~\$13.77~~ **\$13.91** for water usage in the range of 0 to 150 cubic feet. In addition to the minimum rate prescribed by this Section, each customer located within the corporate limits of the City of Asheboro that uses more than 150 cubic feet of water per monthly billing cycle shall be charged at the rate of ~~\$2.63~~ **\$2.74** per 100 cubic feet, or any portion thereof, in excess of 150 cubic feet of water (1 cubic foot of water equals approximately 7½ gallons of water).

Section 2. Section 50.066 of the Code of Asheboro, which pertains to water rates outside of the corporate limits, is hereby rewritten to provide as follows:

§ 50.066 RATES FOR CUSTOMERS OUTSIDE CITY.

The minimum monthly charge, regardless of the actual number of days within the usage period indicated on a bill, for the water made available to a non-bulk customer located outside the corporate limits of the City of Asheboro is ~~\$34.43~~ **\$34.78** for water usage in the range of 0 to 150 cubic feet. In addition to the minimum rate prescribed by this Section, each customer located outside the corporate limits of the City of Asheboro that uses more than 150 cubic feet of water per monthly billing cycle shall be charged at the rate of ~~\$6.58~~ **\$6.85** per 100 cubic feet, or any portion thereof, in excess of 150 cubic feet of water (1 cubic foot of water equals approximately 7½ gallons of water).

Section 3. Section 50.110 of the Code of Asheboro, which pertains to sewer rates, is hereby rewritten to provide as follows:

§ 50.110 SEWER RATES.

(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 (D) of this section, the service charge established and collected as consideration for the privilege of using the wastewater disposal system shall be based on the amount of water such a person uses from the city water supply system.

(B) The minimum monthly sanitary sewer service charge, regardless of the actual number of days within the usage period indicated on a bill, for a customer located inside the corporate limits of the City of Asheboro is ~~\$16.84~~ **\$17.18** for water usage in the range of 0 to 150 cubic feet of water used from the city water supply system. In addition to the minimum sanitary sewer service rates prescribed by this Division, any customer located inside the corporate limits of the City of Asheboro that uses more than 150 cubic feet of water per monthly billing cycle shall be charged for sanitary sewer service at the rate of ~~\$2.63~~ **\$2.81** per 100 cubic feet of water, or any portion thereof, used in excess of 150 cubic feet.

(C) The minimum monthly sanitary sewer service charge, regardless of the actual number of days within the usage period indicated on a bill, for a customer located outside the corporate limits of the City of Asheboro is ~~\$42.10~~ **\$42.95** for water usage in the range of 0 to 150 cubic feet of water used from the city water supply system. In addition to the minimum sanitary sewer service rates prescribed by this Division, any customer located outside the corporate limits of the City of Asheboro that uses more than 150 cubic feet of water per monthly billing cycle shall be charged for

sanitary sewer service at the rate of ~~\$6.58~~ \$7.03 per 100 cubic feet of water, or any portion thereof, used in excess of 150 cubic feet.

~~(D) The sewer rate for residential customers located inside the corporate limits and connected to only the municipal sanitary sewer system shall be \$19.60 for each monthly bill and \$39.94 for each monthly bill 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 is \$27.00 for each billing cycle (one month for non-residential customers) and \$54.75 for each billing cycle if the sewer only non-residential customer is located outside the corporate limits.~~

(D) The following fees for service shall be charged to customers who are connected solely to the municipal sanitary sewer system and, therefore, are served by the utility only and exclusively as customers of the sanitary sewer system:

(1) In those situations where the city deems it practical to meter the wastewater discharged into the municipal sanitary sewer system, the following rates shall be charged for municipal sanitary sewer service:

(a) Customers Inside the City Limits.

Regardless of the actual number of days within the usage period indicated on a bill, the minimum monthly sanitary sewer service charge per metered residential dwelling or non-residential enterprise located inside the corporate limits of the City of Asheboro and connected solely to the municipal sanitary sewer system shall be \$17.18 for any quantity of wastewater in the range of 0 to 150 cubic feet that is discharged into the municipal sanitary sewer system. In addition to the minimum sanitary sewer service rate prescribed by the immediately preceding sentence, the rate charged for the discharge of wastewater into the municipal sanitary sewer system in an amount in excess of 150 cubic feet of wastewater per monthly billing cycle shall be \$2.81 per 100 cubic feet of wastewater, or any portion thereof.

(b) Customers Outside the City Limits.

Regardless of the actual number of days within the usage period indicated on a bill, the minimum monthly sanitary sewer service charge per metered residential dwelling and non-residential enterprise located outside the corporate limits of the City of Asheboro and connected solely to the municipal sanitary sewer system shall be \$42.95 for any quantity of wastewater in the range of 0 to 150 cubic feet that is discharged into the municipal sanitary sewer system. In addition to the minimum sanitary sewer service rate prescribed by the immediately preceding sentence, the rate charged for the discharge of wastewater into the municipal sanitary sewer system in an amount in excess of 150 cubic feet of wastewater per monthly billing cycle shall be \$7.03 per 100 cubic feet of wastewater, or any portion thereof.

(2) In those situations where the city deems it impractical to meter the wastewater discharged into the municipal sanitary sewer system, the following rates shall be charged for municipal sanitary sewer service:

(a) Customers Inside the City Limits.

Regardless of the actual number of days within the usage period indicated on a bill, the flat rate per residential dwelling or non-residential enterprise located inside the corporate limits of the City of Asheboro and connected solely to the municipal sanitary sewer system is \$22.80 for each monthly billing cycle.

(b) Customers Outside the City Limits.

Regardless of the actual number of days within the usage period indicated on a bill, the flat rate per residential dwelling or non-residential enterprise located outside the corporate limits of the City of Asheboro and connected solely to the municipal sanitary sewer system is \$45.60 for each monthly billing cycle.

Section 4. Section 51.35 of the Code of Asheboro, which pertains to fees charged to commercial sanitation customers, is hereby rewritten to provide as follows:

§ 51.35 USER CHARGES FOR COMMERCIAL SANITATION CUSTOMERS

(A) A charge of ~~\$30~~ **\$27.00** per regularly scheduled pick-up of a dumpster, ~~\$40~~ **\$10.00** per month per solid waste disposal can, **\$1.00 per month for each recycling container**, and ~~\$40~~ **\$10.00** per month for curbside pick-up of solid waste material equivalent in volume to the capacity of a commercial can is hereby established for commercial sanitation customers. The charge for compaction dumpsters shall be ~~\$44~~ **\$44.00** per regularly scheduled pick-up. Additional pick-ups for commercial dumpsters shall be ~~\$40~~ **\$40.00** per pick-up, and additional pick-ups for compaction dumpsters shall be ~~\$54~~ **\$54.00**.

(B) Dumpsters may be rented from the city by a commercial customer at a rental rate of ~~\$40.00~~ **\$21.00** per dumpster per month. A customer's eligibility to rent a dumpster from the city is contingent on the customer utilizing the city as the exclusive provider of solid waste collection services for the rented dumpster(s). The city's environmental services department will terminate, without any penalty to the city, the rental relationship with a customer and will immediately retrieve any and all dumpsters rented to a customer if a solid waste collection service other than the city is found to have collected materials from a city-owned dumpster. The city will replace a dumpster previously rented from the city with a cleaned dumpster upon the request and agreement of the customer to receive this service at a charge of ~~\$150.00~~ **\$100.00** per dumpster each time such a request is made.

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

(D) ~~Ninety-gallon cans~~ **Cans** provided exclusively by the city may be used as a substitute for dumpsters in areas approved by the ~~Sanitation Department~~ **environmental services 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.~~

(E) 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.~~

(F) ~~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/recyclables 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. All payments for solid waste/recycling services user fees and water and sewer charges whether full or partial payments shall be applied to the customer's account as follows: First, to any solid waste services user fee charges including any arrears charges; second, to any recycling services user fee charges including arrears charges; and third, to any water and sewer charges including arrears charges. In the event of partial payments, the utility charges will be considered outstanding and the prescribed disconnection of services for non-payment will be enforced.~~

(G) 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.

(H) 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.

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

(J) 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.

(K) 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 material are removed.

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

Section 5. Section 51.36 of the Code of Asheboro, which pertains to fees charged to residential sanitation customers, is hereby rewritten to provide as follows:

§ 51.36 USER CHARGES FOR RESIDENTIAL SANITATION CUSTOMERS.

~~(A) A charge of \$30 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 \$40 per pick-up. No charge shall be made for pick-ups of cans for residential sanitation customers.~~

~~(B) Dumpsters may be rented from the city by a residential sanitation customer at a rental rate of \$40.00 per dumpster per month. A customer's eligibility to rent a dumpster from the city is contingent on the customer utilizing the city as the exclusive provider of solid waste collection services for the rented dumpster(s). The city's environmental services department will terminate, without any penalty to the city, the rental relationship with a customer and will immediately retrieve any and all dumpsters rented to a customer if a solid waste collection service other than the city is found to have collected materials from a city-owned dumpster. The city will replace a dumpster previously rented from the city with a cleaned dumpster upon the request and agreement of the customer to receive this service at a charge of \$150.00 per dumpster each time such a request is made.~~

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

~~(A) A charge of \$5.00 per month for each solid waste disposal container provided by the city and assigned to a residential dwelling, \$1.00 per month for each recycling container provided by the city and assigned to a residential dwelling, and \$27.00 per regularly scheduled pick-up of a residential dumpster is hereby established for residential sanitation customers. Additional pick-ups for residential dumpsters shall be \$40.00 per pick-up.~~

~~(D) (B) 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/recyclables 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. All payments for solid waste/recycling services user fees and water and sewer charges whether full or partial payments shall be applied to the customer's account as follows: First, to any solid waste services user fee charges including any arrears charges; second, to any recycling services user fee charges including arrears charges; and third, to any water and sewer charges including arrears charges. In the event of partial payments, the utility charges will be considered outstanding and the prescribed disconnection of services for non-payment will be enforced.~~

~~(C) All residential premises located within the corporate limits of the City of Asheboro shall be assumed to be using the solid waste and recycling collection services offered by the city. The occupants of the premises shall be charged for these services so long as the premises remain in the city limits, are or have previously been improved for residential dwelling purposes, and contractual~~

arrangements for solid waste collection services have not been made with an entity other than the City of Asheboro. In the absence of documentation to establish otherwise, the customer of record with the city's water billing office shall be deemed to be the occupant of the premises receiving solid waste/recycling collection services and shall be responsible for all of the associated fees that will be charged each month.

(D) In the case of disputes about the fees charged pursuant to the provisions of this section, the City Manager, or his designee, shall have the authority to adjust any fee charged after the Manager or other designated official has reviewed the circumstances surrounding the charge and determined, consistent with the provisions of the Code of Asheboro, that the disputed charge was added to the customer's account in error.

~~(E) 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.~~

~~(F) 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.~~

~~(G) 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.~~

~~(H) 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.~~

(E) Provisions Specific to Residential Dumpsters.

(1) Dumpsters may be rented from the city by a residential sanitation customer at a rental rate of \$21.00 per dumpster per month. A customer's eligibility to rent a dumpster from the city is contingent on the customer utilizing the city as the exclusive provider of solid waste collection services for the rented dumpster(s). The city's environmental services department will terminate, without any penalty to the city, the rental relationship with a customer and will immediately retrieve any and all dumpsters rented to a customer if a solid waste collection service other than the city is found to have collected materials from a city-owned dumpster. The city will replace a dumpster previously rented from the city with a cleaned dumpster upon the request and agreement of the customer to receive this service at a charge of \$100.00 per dumpster each time such a request is made.

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

(3) 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.

(4) The owner of the property upon which a dumpster is located is deemed responsible for the maintenance of the premises in general and the location of the dumpster site in particular so as to allow the environmental services department's trucks reasonable access to the dumpster.

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

(6) The city shall not be 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.

(4) (F) 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~~ environmental services department until the unacceptable materials are removed.

~~(J)~~ (G) The owner of the premises where the dumpsters/containers 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 6. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 7. This ordinance shall take effect and be in full force from and after July 1, 2014.

This ordinance was adopted by the Asheboro City Council in open session during a special meeting held on the 26th day of June, 2014.

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

ATTEST:

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

5. Consideration of an ordinance amending the Code of Asheboro in order to align city privilege license tax provisions with recent changes in state law.

Ms. Reaves presented and recommended adoption, by reference, of an ordinance amending the Code of Asheboro in order to align city privilege license tax provisions with recent changes in state law.

Upon motion by Mr. Bell and seconded by Ms. Carter, Council voted unanimously to adopt the following ordinance by reference.

ORDINANCE NUMBER 14 ORD 6-14

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Ordinance to Align the City of Asheboro Privilege License Tax Provisions with a Recent Enactment of the North Carolina General Assembly

WHEREAS, Section 160A-211 of the North Carolina General Statutes has, for a significant period of time, provided authorization for cities "to levy privilege license taxes on all trades, occupations, professions, businesses, and franchises carried on within the city;" and

WHEREAS, on the basis of this statutory authorization, the City Council of the City of Asheboro has previously exercised this taxing authority by means of enacting Chapter 110 of the Code of Asheboro; and

WHEREAS, with the enactment of North Carolina Session Law 2014-3 on May 29, 2014, the North Carolina General Assembly amended the privilege tax authorization found in Section 160A-211 of the North Carolina General Statutes to provide that the city may "levy privilege license taxes on all trades, occupations, professions, businesses, and franchises physically located within the city" (emphasis added); and

WHEREAS, Section 110.04 of the Code of Asheboro specifies who must pay the City of Asheboro privilege license tax; and

WHEREAS, the Asheboro City Council has concluded that Section 110.04 of the Code of Asheboro must be amended in order to conform this ordinance provision to the amended Section 160A-211 of the North Carolina General Statutes;

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

Section 1. Section 110.04 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 110.04 WHO MUST PAY TAX.

~~Each person who conducts a business within this city is subject to this chapter. A person conducts business when he engages in one act of business taxed under this chapter. He conducts the business within the city if he maintains a business location within the city; or if, either personally or through agents, he:~~

- ~~(A) Solicits business within the city limits; or~~
- ~~(B) Picks up or delivers goods or services within the city limits.~~

Each person who conducts a business within this city is subject to this chapter. A person conducts business within this city when the person both:

- (A) Engages in one or more acts of business taxed under this chapter; and
- (B) The person has an office, headquarters, store, display area, or some other physical space, including by way of illustration and not limitation a mobile unit or an inventory of goods for sale that is transported with a person such as a peddler, within the city limits and from which one or more taxable business acts are transacted.

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

Section 3. This ordinance shall be in full force and effect upon and after the 26th day of June, 2014.

This ordinance was adopted by the Asheboro City Council in open session during a special meeting of the City Council that was held on the 26th day of June, 2014.

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

ATTEST:

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

6. Consideration of a resolution to extend the existing contract with Asheboro Recycling Center.

Ms. Reaves presented and recommended adoption, by reference, of a resolution approving a recycling agreement with Asheboro Recycling Center.

Upon motion by Ms. Carter and seconded by Mr. Burks, Council voted unanimously to adopt the following resolution by reference.

RESOLUTION NUMBER 13 RES 6-14

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Resolution Approving a Recycling Agreement with Asheboro Recycling Center

WHEREAS, the City of Asheboro (the "City") previously entered into a recycling agreement with Markham Metals, Inc. d/b/a Asheboro Recycling Center ("ARC") in 2007; and

WHEREAS, during the course of this contractual relationship, the City and ARC found that the agreed upon recycling agreement was mutually beneficial; and

WHEREAS, the City and ARC are interested in extending their contractual relationship by entering into a new recycling agreement with, other than the expiration date of the agreement, the same material terms and conditions that were found in the initial agreement; and

WHEREAS, the proposed agreement is attached to this Resolution as EXHIBIT 1 and is hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, after receiving a staff report that supported extending the contractual relationship between the City and ARC, the Asheboro City Council concurred with the staff's favorable opinion of the proposal;

5. City will promote recycling through paper, radio or other media means. The media campaign to be undertaken by the City will be conducted in the sole discretion of the City.

6. City will remove only MSW generated by the sorting of Recyclables at the Facility. Such MSW shall be placed in containers provided by the City at no cost to the ARC. These containers shall be of a size and type to be determined in the sole discretion of the City. In consideration of the City's collection of the MSW deposited into these containers, the ARC shall credit to the City's account, on the basis of the weight of the collected MSW, a sum equal to the tipping fee charged to the City by ARC pursuant to Section 5 of this Agreement. This credit shall be applied to the City's account on a monthly basis.

7. In the event ARC cannot find an appropriate outlet for a material, i.e. glass, then the City will communicate to the customers the changes in materials to be recycled.

8. City will be responsible for disposal of any hazardous materials, including oil and anti-freeze, delivered by the City to the Facility as Recyclables. Upon receipt of notification from ARC of the presence and current location of such hazardous materials, the City shall dispose of the identified hazardous materials in a timely manner and in accordance with all applicable laws.

Section 3

RESPONSIBILITIES OF ARC

1. ARC will receive, process and market all recyclables delivered to the facility by the City defined in Section 1 of this Agreement.

2. ARC will provide the City with a monthly report which shall indicate the date, time and net weight for each load, a report of the total tons received for that calendar month, and a billing summary.

Section 4

TERM

The term of this Agreement commences on July 1, 2014, and terminates on June 30, 2017. Subject to the terms and conditions found herein, this Agreement will automatically renew for one (1) additional three (3) year term (the "Extension Term") upon the same terms and conditions, unless either party gives written notice of its intent to not renew this Agreement. This notice of non-renewal must be given to the other party to the Agreement at least sixty (60) calendar days prior to the expiration of the initial term on June 30, 2017.

Section 5

PRICE

ARC will receive a tipping fee at \$30.00/gross ton. The amount of the tipping fee shall be adjusted on an annual basis in accordance with the Consumer Price Index - All Urban Consumers, U.S. City Average, All Items (not seasonally adjusted) as published by the U. S. Department of Labor, Bureau of Labor Statistics with an index base period of 1982-84 = 100. The first annual adjustment will occur on the 1st day of July 2015 and, so long as this Agreement is in full force and effect, each subsequent annual adjustment will occur on the 1st day of July of each year during the term of this Agreement. On the adjustment date, the above-referenced tipping fee shall be increased by a percentage equal to the cumulative percentage increase, if any, in the above-cited consumer price index (hereinafter referred to as the "CPI"). The cumulative percentage increase in the CPI means the percentage increase, if any, in the CPI for the month of May immediately preceding the adjustment date over the CPI recorded for the month of May during the preceding calendar year.

If the CPI ceases to use as the basis of calculation the standard of 1982-84 = 100, or if a change is made in the items contained in the CPI, or if the CPI is altered, modified, converted, or revised in any other manner, then the foregoing computations shall be made with the use of such conversion factor, formula, or table for converting the CPI as may be published by the Bureau of Labor Statistics. If the Bureau of Labor Statistics does not publish such conversion information, then the foregoing computations shall be made with the use of a conversion factor that adjusts the modified CPI to the figure that would have been calculated had the manner of computing the CPI not been altered.

Section 6

INDEMNIFICATION

ARC agrees to indemnify, defend, and hold harmless the City and its elected officials, employees, agents, and servants from and against any and all injury, loss, damage, or liability (or any claims in respect of the foregoing), costs, or expenses (including reasonable attorneys' fees and court costs)

directly and proximately caused by ARC, its officers, representatives, agents, contractors, and employees. However, ARC shall not indemnify or save harmless the City from such claims or damages as may be attributed to the acts or omissions of the City and its officers, representatives, agents, contractors, and employees.

The City agrees to indemnify, defend, and hold harmless ARC and its officials, employees, agents, and servants from and against any and all injury, loss, damage, or liability (or any claims in respect of the foregoing), costs, or expenses (including reasonable attorneys' fees and court costs) directly and proximately caused by the City, its officers, representatives, agents, contractors, and employees. However, the City shall not indemnify or save harmless ARC from such claims or damages as may be attributed to the acts or omissions of ARC and its officers, representatives, agents, contractors, and employees.

Section 7

EVENTS OF DEFAULT

No waiver by either party with respect to any breach or default or of any right or remedy shall be deemed to constitute a continuing waiver of any other breach or any other right or remedy, unless such waiver is expressed in writing and signed by the party to be bound. No failure by the party to exercise a right or remedy available hereunder, or otherwise available under law shall constitute a waiver of any obligation of the other party to perform strictly in accordance with the terms hereof. Notwithstanding the aforementioned, the following events shall, without limitation, constitute an event of default:

- If City should fail to deliver all Recyclables as listed in Section 1 collected by City during the term of this Agreement.
- If ARC should fail to accept any Recyclables collected by City during the term of this Agreement.
- If City should fail to pay the Tip Rate to ARC.
- If ARC should fail to adjust in a timely manner the City's account with ARC to reflect any and all sums owed to the City as a credit pursuant to Subsection 6 of Section 2 of this Agreement.

Section 8

CONTINGENCIES/FORCE MAJEURE

Either party to the Agreement shall be excused from failure to perform any of its obligations hereunder if and to the extent such failure to perform is caused by, arises out of, or is attributable to war, riot, fire, explosion, acts of God, labor disputes, sabotage, accident, embargo, injunction, compliance with governmental order, inability to obtain fuel or raw materials preventing either party from performing any of its obligations hereunder, provided the party claiming such excuse shall promptly notify the other party of the reason therefore and the approximate duration of such delay or failure.

Section 9

TERMINATION

In the event there should be a material default, including an Event of Default, in the performance of any covenant or obligation of City or ARC which has not been remedied within thirty (30) days after receipt of written notice from the injured party specifying such default, the injured party may terminate this Agreement upon written notice. Termination by one party for fault of the other party shall not constitute a waiver of any obligation of the other party to perform strictly in accordance with the terms hereof. Nothing in this Agreement shall obstruct the right of either party to exercise any right, power or remedy permitted to it by law, in equity, or under this Agreement.

Deposit Bill Legislation. If legislation is enacted on the State or national level that requires a redeemable deposit on any of the terms listed as Recyclables, the parties agree that ARC's economic position has been negatively impacted. Therefore, ARC and City will renegotiate the price of this contract in good faith to rectify the negative economic impact. If the parties cannot reach a mutually satisfactory agreement, ARC may terminate this contract with three (3) months notice to the City without further obligation.

Section 10

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assignees of either party. A party desiring to assign its obligations to an assignee shall provide the other party with advance notice of such arrangement.

Section 11

GOVERNING LAW

This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance shall be governed by the laws of the State of North Carolina. If any of the provisions of this Agreement is declared invalid, the remainder of the Agreement shall not be affected thereby and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 12

PAYMENT

Billing and reporting shall be made on a monthly basis and payment shall be made within thirty (30) days of receipt of invoice. A finance charge of 1-1/2% per month will be applied to overdue payments.

EXECUTION

Signatures:

MARKHAM METALS, INC. d/b/a
ASHEBORO RECYCLING CENTER

CITY OF ASHEBORO, NC

Kimball W. Markham, President
MARKHAM METALS, INC. d/b/a
ASHEBORO RECYCLING CENTER

John N. Ogburn, III, City Manager
CITY OF ASHEBORO, NC

Date

Date

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

Deborah P. Reaves, Finance Officer

ATTACHMENT 1

MATERIALS ACCEPTANCE PROTOCOL

SINGLE STREAM RECYCLABLES consist of the following, loose, uncompacted, compacted, and commingled

- Glass, transparent and translucent food and beverage bottles and jars. Paper labels are acceptable as are rings and lids on glass containers.
- Tin/Steel/Aluminum cans, tin plated, food and beverage containers, all sizes, paper labels are acceptable.
- HDPE plastic bottles (SPI Code #2) – blow-molded (bottle-necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable. Motor oil and anti-freeze containers are not acceptable. Tubs, pots and trays are not acceptable.
- PET plastic bottles (SPI Code #1) blow-molded (bottle-necked) clear and green PET containers, such as soda bottle, dishwashing soap bottle, and some shampoo bottles. Tubs, pots, and trays are not acceptable.
- ONP – old newspapers and advertisement inserts, loose or placed in Kraft (brown) paper bags. Old newspaper that contains incidental moisture from rain on collection days is acceptable. Soaked paper or yellowed newsprint is unacceptable.
- OMG - old magazines containing glassy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) paper bags, with the exception of wet material or material that was once wet.
- OCC – old corrugated containers (cardboard) that are flattened and either cut down or folded to size no more than 3 by 2 feet and that have liners of Kraft, jute, or test liner. Staples and

- tape with water-soluble glues do not have to be removed. OCC can be damp but not soaked. OCC may be bundled and tied with string or twine, collected loose or placed in Kraft (brown) paper bags. Wax-coated and oriental old corrugated containers are not acceptable.
- Kraft (brown) paper bags – all sizes of loose, bundled or bagged Kraft paper grocery sacks.
 - Junk mail – all dry, loose or bagged bulk mail. All unopened junk mail and envelopes with window are acceptable.
 - High-grade paper – all dry, loose or bagged white and colored ledger and copier paper, note and paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).
 - Boxboard – all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoeboxes, and other similar packaging. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.

Please Note:

- Materials delivered, as Single Stream Recyclables will contain all of the commingled items listed for each category and in proportions that can be reasonably expected from a municipal curbside collection-recycling program.
- Recyclables will not be delivered in bags unless specifically allowed or directed above.
- Residents are encouraged to discard containers' contents, labels, caps and rings and to rinse containers but there is no requirement for these to be removed from Recyclable Materials.

7. Consideration of a resolution adopting a capital improvement plan for the city's water and sewer utilities.

Ms. Reaves presented and recommended adoption, by reference, of a resolution adopting a capital improvement plan for the city's water and sewer utilities.

Upon motion by Mr. Bell and seconded by Ms. Carter, Council voted unanimously to adopt the following resolution by reference.

**RESOLUTION NUMBER 14 RES 6-14
CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

Capital Improvement Plan for Water & Sewer Operations 2014-2024

WHEREAS, a Capital Improvement Plan is designated to provide governmental officials with a frame of reference within which they may anticipate and achieve goals, objectives and service delivery levels desired by the Mayor and City Council, and;

WHEREAS, Capital planning is an important management tool that strengthens the linkages between infrastructure needs and the financial capacity of the City, and;

WHEREAS, North Carolina Department of Environment and Natural currently requires that a Capital Improvement Plan be in place as part of the required Water & Sewer collection system permitting process, and;

WHEREAS, the City defines a capital need / expenditure as costs incurred to construct, refurbish, or purchase property or equipment that is expected to be functional over an extended period of time and often relates to expenditures that are large outlays of money in comparison to those included in the normal operating budget, and;

WHEREAS, Cavanaugh & Associates was contracted to assist city staff in identifying needs associated with the delivery of water services and treatment of sewer to and for the Citizens of Asheboro as well as forecast and match projected revenues and major capital needs / expenditures over a ten (10) year period, and;

WHEREAS, on January 30, 2014, Cavanaugh & Associates and City staff distributed and presented the Capital Improvement plan for the Water & Sewer Operations to the City Council, and on June 5, 2014, a copy of the capital improvement plan was distributed to the City Council and the 2014-2015 Budget Ordinance incorporates the components of the Capital Improvement plan, and;

WHEREAS, the plan outlines annual departmental allocations by year along with the funding recommendations and proposed rate increases that were incorporated in the Cavanaugh & Associates plan followed by more specific departmental detail of these expenditures, and;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Asheboro, North Carolina does hereby adopt the 2014-2024 Capital Improvement Plan.

