

**NOTICE OF A SPECIAL MEETING OF THE
ASHEBORO CITY COUNCIL
Thursday, June 24, 2010
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, 2010, 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 of the Asheboro City Council's regular meeting that was held on June 10, 2010;
- b. Consideration of an ordinance and a resolution designed to address in a comprehensive manner the establishment, composition, including specific appointments, and responsibilities of various committees of the City Council;
- c. Consideration of a resolution approving a contract between the City of Asheboro and East Side Volunteer Fire Protection Association, Inc. for certain first responder services in the North Shore Subdivision area that will be annexed into the city effective June 30, 2010;
- d. Conduct a public hearing and consider a resolution authorizing the termination/withdrawal of a North Carolina Parks and Recreation Trust Fund grant for the future Zoo City Park;
- e. Conduct a public hearing and then give final consideration to the proposed budget ordinance for fiscal year 2010-2011, specifically including without limitation any fee increases such as water/sewer utility rates, inspection fees, and fees for recreation services;
- f. Consideration of an ordinance amending Chapter 50 (Water and Sewers) of the Code of Asheboro to conform the existing regulations to the adopted budget and to prepare for the city's assumption of control over the pressure sewer system found within the city's satellite corporate limits in the Tot Hill Farm area; and
- g. Consideration of amendments of the budget ordinance for fiscal year 2009-2010 as well as certain project ordinances in order to close out the current fiscal year.

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 18th day of June, 2010.

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

#

**SPECIAL MEETING
ASHEBORO CITY COUNCIL
COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, JUNE 24, 2010
12:00 p.m.**

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

- David H. Smith) – Mayor Presiding
- Talmadge S. Baker)
- Clark R. Bell)
- Edward J. Burks)
- Linda H. Carter) – Council Members Present
- Stuart B. Fountain)
- Michael W. Hunter)
- Walker B. Moffitt)

John N. Ogburn, III, City Manager
Dumont Bunker, P.E., City Engineer
Holly H. Doerr, City Clerk/Senior Legal Assistant
Casandra M. Fletcher, Marketing Specialist

R. Reynolds Neely, Jr., Planning Director
Deborah P. Reaves, Finance Director
Jonathan M. Sermon, Recreation Services Superintendent
James. W. Smith, II, Fire Chief
Jeffrey C. Sugg, City Attorney
Larry R. Trotter, Chief Building Inspector
Felix L. Ward, Cultural and Recreation Services Director

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. Consent Agenda:

Upon motion by Dr. Fountain and seconded by Ms. Carter, Council voted unanimously to approve the following consent agenda items:

- (a) **The minutes of the regular meeting of the City Council that was held on June 10, 2010.**
- (b) **Consideration of an ordinance designed to address the establishment and composition of various committees of the City Council.**

33 ORD 6-10

AN ORDINANCE AMENDING SECTION 31.02 OF THE CODE OF ASHEBORO

WHEREAS, Section 31.02 of the Code of Asheboro specifies the procedure to be followed for the appointment of members to various committees of the City Council; and

WHEREAS, the City Council has concluded that Section 31.02 of the Code of Asheboro should be updated in order to assist the City Council in more efficiently fulfilling its duties and responsibilities.

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

Section 1. Section 31.02 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 31.02 APPOINTMENT OF COMMITTEES.

~~Each odd numbered year, at the organizational meeting of the City Council following its election, the Mayor, subject to approval of the City Council, shall appoint the following committees consisting of four members each:~~

~~(A) Finance and Public Safety Committee.~~

~~(B) Public Works Committee.~~

~~(C) Such other committees as may be established by resolution of the City Council.~~

Subsequent to the initial establishment of a committee and the appointment of members to serve on the committee, the Mayor shall appoint, during the organizational meeting of the City Council following its election, the number of Council Members prescribed by this Section or by the adopted resolution creating the committee in those cases where the committee is not specifically listed in this Section. All committee appointments by the Mayor are subject to the approval of the City Council. The committees for which appointments are to be made are as follows:

(A) Finance and Public Safety Committee, which shall be chaired by the Mayor and consists of three Council Members;

(B) Public Works Committee, which shall be chaired by the Mayor Pro Tempore and consists of three additional Council Members;

(C) Personnel Evaluation Committee, which shall be chaired by the Mayor and consists of two Council Members;

(D) Tourism and Marketing Committee, which shall be chaired by the Mayor and consists of two Council Members;

(E) Identity Theft Prevention Program Committee, which shall be chaired by the Mayor and consists of two Council Members; and

(F) Such other committees as may be established by resolution of the City Council.

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

Section 3. This ordinance shall be in full force and effect upon and after the 24th day of June, 2010.

This ordinance was adopted by the City Council of the City of Asheboro in open session during a special meeting held on the 24th day of June, 2010.

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

ATTEST:

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

- (c) **Consideration of a resolution approving a contract between the City of Asheboro and East Side Volunteer Fire Protection Association, Inc. for certain first responder services in the North Shore Subdivision area that will be annexed into the city effective June 30, 2010.**

21 RES 6-10

RESOLUTION APPROVING A FIRE PROTECTION SERVICE CONTRACT WITH THE EAST SIDE VOLUNTEER FIRE PROTECTION ASSOCIATION, INC.

WHEREAS, on June 4, 2009, the City Council of the City of Asheboro adopted an ordinance (Ordinance No. 31 ORD 6-09) to annex, effective June 30, 2010, into the corporate limits of the City of Asheboro the territory described in the caption for the plat of survey of the annexation area as North Shore Subdivision, Snowdon Court, and a portion of Brookwood Drive and Twain Drive; and

WHEREAS, East Side Volunteer Fire Protection Association, Inc. (hereinafter referred to as "East Side") provided fire protection services for the annexation area prior to the adoption of this annexation ordinance, and East Side has continued to provide fire protection services for this area in advance of the effective date of the annexation ordinance; and

WHEREAS, effective June 30, 2010, the City is required by state law to provide the newly annexed area with fire protection service that is equivalent to the service that is provided for other areas within the corporate limits of the City of Asheboro; and

WHEREAS, the City's municipal fire department is properly staffed and equipped to provide this statutorily mandated service in the annexation area; and

WHEREAS, in accordance with Section 160A-49.1 of the North Carolina General Statutes, East Side has properly made a written request for a good faith offer from the City for a five-year contract with the City for the provision by East Side of fire protection service for the newly annexed area; and

WHEREAS, consistent with Section 160A-49.1 of the North Carolina General Statutes, the City has made a good faith offer to contract for five (5) years with East Side for the provision of first responder services when the City's municipal fire department requests assistance in the annexed area; and

WHEREAS, the City and East Side have memorialized the terms and conditions of a proposed first responder service contract that has been negotiated in good faith and is consistent with the applicable laws; and

WHEREAS, the proposed contract has been attached to this resolution as ATTACHMENT A and is hereby incorporated into this resolution by reference as if copied fully herein; and

WHEREAS, on the basis of its review of the contents of the proposed contract, the Asheboro City Council has determined that the terms and conditions of the proposed contract are satisfactory.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the proposed contract attached to this resolution as ATTACHMENT A is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk for the City of Asheboro are hereby authorized and directed to execute on behalf of the City of Asheboro the said contract and any other documents necessary to implement the approved agreement with East Side.

This resolution was adopted by the Asheboro City Council in open session during a special meeting held on the 24th day of June, 2010.

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

ATTEST:

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

ATTACHMENT A

STATE OF NORTH CAROLINA

**FIRE PROTECTION SERVICE CONTRACT - FIRST
RESPONDER SERVICE WHEN MUTUAL AID IS
REQUESTED**

COUNTY OF RANDOLPH

THIS CONTRACT is made and entered into this ____ day of _____, 2010, by and between the City of Asheboro, North Carolina, a North Carolina municipal corporation located in Randolph County, North Carolina, (hereinafter referred to as the "City") and the East Side Volunteer Fire Protection Association, Inc., a North Carolina non-profit corporation with its principal office located in Randolph County, North Carolina, (hereinafter referred to as "East Side").

WITNESSETH:

WHEREAS, on June 4, 2009, the City Council of the City of Asheboro, North Carolina adopted an ordinance (Ordinance No. 31 ORD 6-09) to annex, effective June 30, 2010, into the corporate limits of the City of Asheboro the territory described by metes and bounds in the exhibit that is attached to this contract as EXHIBIT 1 and is hereby incorporated into this instrument by reference as if copied fully herein; and

WHEREAS, East Side provided fire protection services for the above-referenced territory (hereinafter referred to as the "Fire Protection Area") prior to the adoption of this annexation ordinance, and East Side has continued to provide fire protection services for the Fire Protection Area in advance of the effective date of the annexation ordinance; and

WHEREAS, effective June 30, 2010, the City is required by state law to provide the newly annexed area with fire protection service that is equivalent to the service that is provided for other areas within the corporate limits of the City of Asheboro; and

WHEREAS, the City's municipal fire department is properly staffed and equipped to provide this statutorily mandated service in the Fire Protection Area; and

WHEREAS, in accordance with Section 160A-49.1 of the North Carolina General Statutes, East Side has properly made a written request for a good faith offer from the City for a five-year contract with the City for the provision by East Side of fire protection service for the newly annexed area; and

WHEREAS, consistent with Section 160A-49.1 of the North Carolina General Statutes, the City has made a good faith offer to contract for five (5) years with East Side for the provision of first responder services when the City's municipal fire department requests assistance in the Fire Protection Area; and

WHEREAS, the City and East Side wish to memorialize the terms and conditions of this first responder service contract that have been negotiated in good faith and are consistent with the applicable laws.

NOW, THEREFORE, the City and East Side hereby contract for first responder fire protection service in the Fire Protection Area, and this contract shall be performed in accordance with the following terms and conditions:

Section 1. SERVICE RESPONSIBILITY – AID AND ASSISTANCE

When requested on behalf of the City by the municipal fire department's fire ground commander, East Side will provide aid and assistance, including back-up equipment and personnel, in those cases where assistance from another department is deemed necessary by the municipal fire department in order to adequately respond within the Fire Protection Area to large fires or other exceptional emergencies; provided, however, such aid and assistance is only required when East Side can provide the requested personnel and equipment without unreasonably weakening or depleting the fire and emergency response capabilities of East Side.

Section 2. COMPENSATION TO EAST SIDE

In consideration of the first responder service to be provided by East Side in accordance with the terms and conditions of this contract, the City will make one (1) lump sum annual payment of three thousand three hundred sixty-one and no/100 dollars (\$3,361.00) to East Side on or before July 31, 2010 for the City's Fiscal Year 2010-2011. Thereafter, and until the end of the term of this contract, one (1) lump sum annual contract payment in the amount of three thousand three hundred sixty-one and no/100 dollars (\$3,361.00) will be paid to East Side for each subsequent fiscal year (July 1st through June 30th) that falls within the term of this contract. The annual lump sum payment for a specific fiscal year shall be paid by the City to East Side on or before the 31st day of July in the fiscal year for which the first responder service is to be provided.

Section 3. RESPONSE TIME

When providing aid and assistance in response to a proper request from the City's municipal fire department, East Side's response time is to be immediate, as defined by the generally accepted standards of the fire service, and with due regard for the safety and well being of others, specifically including by way of illustration and not limitation third party motorists.

Section 4. TERM

This contract shall be in effect from the 1st day of July, 2010 through and including the 30th day of June, 2015.

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 East Side Volunteer Fire Protection Association, Inc. has caused this contract to be signed in its name by its President and attested by the Secretary of the non-profit corporation.

CITY OF ASHEBORO

By: _____
David H. Smith, 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. Reaves, Finance Officer
City of Asheboro

**EAST SIDE VOLUNTEER FIRE
PROTECTION ASSOCIATION, INC.**

By: _____
(Signature)

(Please print name and title)

ATTEST:

(Signature)

(Please print name and title)

EXHIBIT 1

FIRE PROTECTION AREA

Asheboro Township, Randolph County, North Carolina:

BEGINNING on the existing primary corporate limits line for the City of Asheboro at an existing concrete monument located by means of the North Carolina Coordinate System at the coordinates of North 718,903.30 feet and East 1,763,667. 91 (NAD 83) and set at the northeast corner of the City of Asheboro property described in Deed Book 270, Page 226, Randolph County Public Registry; thence from the said Beginning point North 87 degrees 12 minutes 48 seconds West 779.30 feet along the existing primary corporate limits line for the City of Asheboro to a point not set; thence North 03 degrees 29 minutes 33 seconds East 743.44 feet along the eastern margin of the right-of-way for Keystone Drive (North Carolina Secondary Road 2247) to an existing iron pipe/pin; thence South 87 degrees 31 minutes 20 seconds East 175.00 feet along the northern boundary line of the Cecil N. Piansay property described in Deed Book 1836, Page 1599, Randolph County Public Registry to a point not set; thence North 03 degrees 21 minutes 32 seconds East 100.00 feet along the western boundary line of the Jimmie Faye Knowles Odom property described in Deed Book 1861, Page 997, Randolph County Public Registry to an existing iron pipe/pin; thence along the northern boundary line of Lots 24 through 29 of Legend Park No. 2 as shown on a plat recorded in Plat Book 9, Page 79, Randolph County Public Registry the following courses and distances: South 88 degrees 50 minutes 39 seconds East 181.52 feet to a point not set; thence South 71 degrees 09 minutes 19 seconds East 19.10 feet to an existing iron pipe/pin; thence North 88 degrees 56 minutes 38 seconds East 402.57 feet to an existing axle and existing iron pipe/pin; thence South 03 degrees 19 minutes 12 seconds West 157.00 feet along the eastern boundary line of the Charles K. and Patsy L. Perrington property described in Deed Book 1683, Page 1623, Randolph County Public Registry to an existing iron pipe/pin; thence along the northern boundary line of the Rodney T. Brown and Vickie Potts property described in Estate File 06E/420 in the office of the Randolph County Clerk of Superior Court the following courses and distances: South 88 degrees 26 minutes 00 seconds East 209.71 feet to an existing iron pipe/pin; thence South 88 degrees 30 minutes 02 seconds East 283.69 feet to an existing iron pipe/pin; thence South 88 degrees 28 minutes 04 seconds East 281.41 feet to an existing iron pipe/pin; thence along the Sewell Family Trust and others property described in Deed Book 1314, Page 958, Randolph County Public Registry and along the western boundary line of the North Shore Section No. 1 Lots 41 through 26 as shown on a plat recorded in Plat Book 17, Page 87, Randolph County Public Registry the following courses and distances: North 01 degree 27 minutes 33 seconds East 962.40 feet to a point not set; thence North 09 degrees 07 minutes 34 seconds East 867.88 feet to an existing concrete monument; thence continuing along the Ward B. and Cynthia McPherson property described in Deed Book 1807, Page 2905, Randolph County Public Registry the following course and distance: North 60 degrees 20 minutes 33 seconds West 88.63 feet to an existing iron pipe/pin set in the eastern margin of the right-of-way for East Allred Street (North Carolina Secondary Road 2182); thence along the eastern margin of the right-of-way for East Allred Street the following courses and distances: North 29 degrees 39 minutes 57 seconds East 30.00 feet to a point not set; thence North 15 degrees 31 minutes 57 seconds East 95.86 feet to a point not set; thence North 06 degrees 36 minutes 57 seconds East 71.01 feet to a point not set; thence North 02 degrees 39 minutes 03 seconds West 110.18 feet to a point not set; thence North 09 degrees 46 minutes 03 seconds West 73.00 feet to an existing iron pipe/pin; thence along the northern margin of the right-of-way for North Shore Drive (North Carolina Secondary Road 2291) the following courses and distances: South 32 degrees 45 minutes 03 seconds East 76.66 feet to a point not set; thence South 53 degrees 05 minutes 29 seconds East 89.95 feet to an existing iron pipe/pin; thence North 26 degrees 18 minutes 31 seconds East 176.95 feet along the Leigh Ann Barbee Powers and Dee Bryant Barbee property described in Deed Book 1750, Page 2315, Randolph County Public Registry to a point not set; thence along the Hamlet Lakes property described in Deed Book 683, Page 138, Randolph County Public Registry the following courses and distances: North 85 degrees 32 minutes 02 seconds West 45.86 feet to a point not set; thence North 08 degrees 29 minutes 30 seconds East 237.31 feet to an existing iron pipe/pin; thence along the western boundary line of Hamlet Lakes Map Two Lots 15 through 10 as shown on a plat recorded in Plat Book 12, Page 60, Randolph County Public Registry the following courses and distances: North 41 degrees 41 minutes 22 seconds East 564.92 feet to a point not set; thence North 23 degrees 37 minutes 52 seconds East 169.86 feet to a point not set in the southern margin of the right-of-way for Windsor Trail (North Carolina Secondary Road 2308); thence North 64 degrees 02 minutes 05 seconds East 108.41 feet to an existing iron pipe/pin set in the northern margin of the right-of-way for Windsor Trail; thence North 25 degrees 48 minutes 19 seconds East 170.79 feet along the John Tyler D. and Trecia M. Davis property described in Deed Book 1169, Page 527, Randolph County Public Registry to an existing iron pipe/pin; thence North 59 degrees 09 minutes 21 seconds West 133.57 feet along the Duane H. and Nancy D. McCartney property described in Deed Book 1246, Page 1176, Randolph County Public Registry to an existing iron pipe/pin set in the eastern margin of East Allred Street; thence along the eastern margin of the right-of-way for East Allred Street the following courses and distances: North 22 degrees 47 minutes 05 seconds East 105.46 feet to an existing iron pipe/pin; thence North 15 degrees 22 minutes 59 seconds East 100.30 feet to an existing iron pipe/pin; thence along the existing primary corporate limits line for the City of Asheboro the following courses and distances: South 77 degrees 05 minutes 12 seconds East 264.06 feet to an existing iron pipe/pin; thence South 16 degrees 58 minutes 53 seconds West 129.23 feet to an existing iron pipe/pin; thence South 69 degrees 36 minutes 07 seconds East 176.80 feet to a point not set; thence South 27 degrees 07 minutes 53 seconds West 266.96 feet along the Harvey Lee Jarrett and Peggy K. Jarrett property described in Deed Book 1103, Page 167, Randolph County Public Registry to a point not set on the northern margin of

the right-of-way for Windsor Trail; thence South 05 degrees 35 minutes 29 seconds East 83.97 feet to a point not set on the southern margin of the right-of-way for Windsor Trail; thence along the Jared V. and Beverly S. Moore parcels of land described in Deed Book 1440, Page 1029, Randolph County Public Registry the following courses and distances: South 12 degrees 42 minutes 15 seconds West 150.00 feet to an existing iron pipe/pin; thence South 34 degrees 22 minutes 45 seconds East 104.55 feet to an existing concrete monument; thence continuing along Lots 23 through 21 as well as Lots 20 through 18 that are shown on Hamlet Lakes Map 2 the following course and distance: South 31 degrees 56 minutes 44 seconds West 599.61 feet to an existing iron pipe/pin; thence along Lots 18 and 17 that are shown on Hamlet Lakes Map 2 the following courses and distances: North 88 degrees 38 minutes 15 seconds West 199.42 feet to a pine; thence North 86 degrees 05 minutes 57 seconds West 90.55 feet to a point not set; thence along a portion of the Sewell Family Trust and others property described in Deed Book 1314, Page 958, Randolph County Public Registry and along the eastern boundary of the lots identified as Lots 3 through 11 on the North Shore Section No. 1 subdivision plat recorded in Plat Book 17, Page 87, Randolph County Public Registry the following courses and distances: South 06 degrees 00 minutes 57 seconds East 441.11 feet to a point not set; thence South 17 degrees 00 minutes 03 seconds West 108.00 feet to a point not set; thence South 06 degrees 13 minutes 57 seconds East 193.00 feet to a point not set; thence South 29 degrees 48 minutes 57 seconds East 148.00 feet to a point not set; thence South 03 degrees 51 minutes 03 seconds West 214.00 feet to a point not set; thence continuing along Lots 11, 14, and 15 of North Shore Section No. 1 as well as along the above-referenced Sewell Family Trust property the following course and distance: South 62 degrees 53 minutes 57 seconds East 185.00 feet to a point not set; thence continuing along the Sewell Family Trust property and the eastern boundary of Lots 15, 16, 22, and 23 of North Shore Section No. 1 the following courses and distances: South 16 degrees 36 minutes 03 seconds West 337.00 feet to a point not set; thence South 42 degrees 26 minutes 03 seconds West 238.00 feet to a point not set; thence South 19 degrees 46 minutes 03 seconds West 240.00 feet to a point not set; thence continuing along the said Sewell Family Trust property the following courses and distances: South 39 degrees 36 minutes 03 seconds West 168.00 feet to a point not set; thence South 10 degrees 51 minutes 03 seconds West 110.00 feet to a point not set; thence South 63 degrees 26 minutes 03 seconds West 204.00 feet to a point not set; thence South 07 degrees 51 minutes 03 seconds West 49.06 feet to a point not set; thence along the northern boundary line of the above-referenced Rodney T. Brown and Vickie Potts property the following courses and distances: South 88 degrees 26 minutes 56 seconds East 53.99 feet to an existing iron pipe/pin; thence South 88 degrees 26 minutes 56 seconds East 22.00 feet to a point not set in Penwood Branch; thence following Penwood Branch the following courses and distances: South 23 degrees 32 minutes 53 seconds East 26.86 feet to a point not set; thence South 52 degrees 22 minutes 33 seconds East 54.00 feet to a point not set; thence South 14 degrees 00 minutes 36 seconds East 45.09 feet to a point not set; thence South 10 degrees 58 minutes 24 seconds West 80.91 feet to a point not set; thence South 42 degrees 32 minutes 04 seconds West 86.23 feet to a point not set; thence South 17 degrees 57 minutes 34 seconds West 66.65 feet to a point not set; thence South 30 degrees 32 minutes 24 seconds West 73.52 feet to a point not set; South 21 degrees 29 minutes 30 seconds West 109.90 feet to a point not set; thence South 11 degrees 28 minutes 29 seconds West 82.69 feet to a point not set; thence South 51 degrees 14 minutes 58 seconds West 65.00 feet to a point not set; thence South 06 degrees 55 minutes 58 seconds West 71.72 feet to a point not set; thence South 23 degrees 08 minutes 39 seconds West 64.71 feet to a point not set at the existing primary corporate limits line for the City of Asheboro; thence continuing to follow Penwood Branch and along the existing primary corporate limits line for the City of Asheboro the following courses and distances: South 26 degrees 56 minutes 45 seconds West 114.15 feet to a point not set; thence South 79 degrees 40 minutes 48 seconds West 60.00 feet to a point not set; thence South 43 degrees 55 minutes 05 seconds West 78.99 feet to a point not set; thence departing from Penwood Branch and continuing to follow the existing primary corporate limits line for the City of Asheboro South 22 degrees 48 minutes 10 seconds West 148.37 feet to an existing iron pipe/pin; thence following the existing primary corporate limits line North 84 degrees 12 minutes 35 seconds West 84.75 feet across Penwood Branch to an existing iron pipe/pin; thence along the existing primary corporate limits line for the City of Asheboro the following courses and distances: North 84 degrees 08 minutes 57 seconds West 402.47 feet to a point not set; thence North 25 degrees 17 minutes 10 seconds East 43.92 feet to a point not set; thence North 70 degrees 41 minutes 35 seconds West 89.52 feet to an existing concrete monument; thence South 33 degrees 12 minutes 25 seconds West 165.29 feet to an existing concrete monument; thence North 03 degrees 10 minutes 26 seconds East 218.17 feet to an existing concrete monument; thence North 03 degrees 12 minutes 49 seconds East 147.74 feet to the point and place of the BEGINNING, containing 76.856 acres of land, more or less, to be annexed.

This description is in accordance with an annexation map drawn under the supervision of Michael R. Stout, who is a professional land surveyor with license number L-3492, from an actual survey made under the said surveyor's supervision. This annexation map is identified as Job # 06024-16 and is entitled "Annexation Plat North Shore Subdivision, Snowdon Court, And A Portion Of Brookwood Drive And Twain Drive." The said map was originally dated November 10, 2007 and was revised on January 5, 2009, January 13, 2009, and January 23, 2009.

(d) Consideration of amendments of the budget ordinance for fiscal year 2009-2010 in order to close out the current fiscal year.

33 ORD 6-10

ORDINANCE TO AMEND THE GENERAL FUND FY 2009-2010

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

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

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

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

| <u>Account #</u> | <u>Expense Description</u> | <u>increase / (decrease)</u> |
|------------------|---|----------------------------------|
| 10-410-0400 | Professional Services | 20,000 |
| 10-410-1400 | Travel, School, Conferences | 8,000 |
| 10-490-0200 | Salaries & Wages | 16,000 |
| 10-490-0400 | Professional Services | 24,000 |
| 10-610-2700 | Asheboro Housing Authority | 10,000 |
| 10-440-5000 | Tax Collection Fee | (58,000) |
| 10-440-5102 | Tax Mgmt Association Fee | (20,000) |
| 10-620-1500 | Maint. & Repair- Bldg (Federal) | 10,000 |
| 10-620-1503 | Maint. & Repair- Bldg (McCrory Ball Park) | 70,000 |
| 10-580-8300 | Tipping Fees | (80,000) |
| 10-510-1100 | Telephone | 3,100 |
| 10-510-1500 | Maint & Repair- veh lot at WWTP | 6,000 |
| 10-510-1700 | Maintenance & Repair- Vehicles | 32,000 |
| 10-510-3400 | Other Supplies & Materials | 7,800 |
| 10-510-3601 | Uniform & Accessories | 1,000 |
| 10-510-5400 | Insurance- Cars | 5,600 |
| 10-510-5700 | Miscellaneous | 7,200 |
| 10-510-5800 | Workers Compensation | 16,000 |
| 10-530-0200 | Salaries & Wages | (40,000) |
| 10-530-0201 | Overtime | (8,000) |
| 10-530-0702 | Fringe Benefits- FICA | (9,400) |
| 10-530-0703 | Fringe Benefits- Medicare | (2,100) |
| 10-530-0705 | Fringe Benefits-Retirement | (5,000) |
| 10-530-7400 | Capital Outlay | (11,000) |
| 10-530-8100 | Principal on Debt | (2,902) |
| 10-530-8200 | Interest on Debt | (298) |
| 10-640-0200 | Salaries & Wages | 46,000 |
| 10-650-1400 | Travel, Schools, Conferences | (800) |
| 10-650-1500 | Maint. & Repair- Bldg | (4,800) |
| 10-650-1600 | Maint. & Repair- Equipment | (7,400) |
| 10-650-3400 | Supplies & Materials | (8,300) |
| 10-650-4400 | Contracted Maint. – Vehicles | (500) |
| 10-650-4500 | Contracted Services | (5,200) |
| 10-575-0200 | Salaries & Wages | (16,000) |
| 10-575-0400 | Professional Services | (3,000) |
| | Increase / (Decrease) | 0 |

Adopted this 24th day of June, 2010.

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

ATTEST:

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

ORDINANCE TO AMEND THE WATER & SEWER FUND FY 2009-2010

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 Revenue line item be increased

| <u>Account #</u> | <u>Revenue Description</u> | <u>increase</u> |
|------------------|----------------------------|-----------------|
| 30-399-0000 | Fund Balance Appropriation | 100,000 |

Section 2: That the following Expense line item be increased (decreased):

| <u>Account #</u> | <u>Expense Description</u> | <u>increase / (decrease)</u> |
|------------------|---------------------------------------|----------------------------------|
| 30-810-3400 | Other Supplies & Materials | 34,000 |
| 30-720-0200 | Salaries & Wages | (2,700) |
| 30-720-3400 | Postage | (4,000) |
| 30-720-4500 | Contracted Billing Expense | (5,800) |
| 30-720-4501 | Credit Card Fees | (6,000) |
| 30-720-4502 | Lockbox Fees | (15,500) |
| 30-830-7400 | Capital Outlay- Equipment (Generator) | 300,000 |
| 30-840-3400 | Supplies & Materials | (30,000) |
| 30-840-0200 | Salaries & Wages | (20,000) |
| 30-850-4500 | Contracted Construction- Ext for dev. | (150,000) |
| | Increase | 100,000 |

Adopted this 24th day of June, 2010.

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

ATTEST:

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

3. Public hearing and final consideration of the proposed budget ordinance for fiscal year 2010-2011.

Mayor Smith opened the public hearing on the proposed fiscal year 2010-2011 annual budget.

Mr. Barry Betts presented comments in support of the proposed fiscal year 2010-2011 annual budget.

Mr. Felix Ward, Cultural and Recreation Services Director, and Mr. Jonathan Sermon, Recreation Services Superintendent, presented proposed amendments to the schedule of recreation fees that are to be included as part of the budget adoption for fiscal year 2010-2011. Mr. Ward highlighted that the membership rates were changed for the municipal golf course. All participants at the golf course will be required to have a recreation card. Additionally, rental fees for the picnic shelters were changed since the initial presentation of the proposed budget for fiscal year 2010-2011. A copy of the proposed recreation fees is on file in the City Clerk's office.

Additionally, Mr. Ogburn highlighted that the allocations for the proposed fiscal year 2010-2011 annual budget were \$35,223,642 (General Fund - \$22,912,548 and the Water and Sewer Fund - \$12,311,094) for said budget.

There being no further comments nor opposition from the public, Mayor Smith closed the public hearing.

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

35 ORD 6-10

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, 2010 and ending June 30, 2011, 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 | 117,066 |
| 10-420 | City Manager's Office | 177,191 |
| 10-440 | Finance Office | 480,360 |
| 10-450 | Legal & City Clerk | 148,171 |
| 10-480 | Information Technology | 155,391 |
| 10-490 | Planning/Community Development | 489,238 |
| 10-500 | Municipal Building Headquarters | 90,080 |
| 10-510 | Police Department | 6,242,038 |
| 10-530 | Fire Department | 3,262,628 |
| 10-540 | Inspections Department | 447,502 |
| 10-550 | Operations Division - Public Works | 821,370 |
| 10-555 | Fleet Maintenance | 917,378 |
| 10-565 | Street Maintenance | 2,288,210 |
| 10-575 | City Engineer Office | 225,872 |
| 10-580 | Environmental Services | 2,756,485 |
| 10-585 | Recycling Transfer Station | 184,962 |
| 10-590 | Human Resources | 374,284 |
| 10-610 | Community Promotion | 449,750 |
| 10-615 | Arts & Cultural Services | 235,561 |
| 10-620 | Recreation Services | 946,474 |
| 10-625 | Municipal Golf Course | 173,491 |
| 10-630 | Library | 198,800 |
| 10-640 | Facilities Maintenance | 1,649,896 |
| 10-650 | Airport Authority | 80,350 |
| | Total Appropriations | 22,912,548 |

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2010 and ending June 30, 2011:

| <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|--|---------------|
| Current Year's Real Property Taxes | 10,600,000 |
| Current Year's Motor Vehicle Taxes | 700,000 |
| Prior Year's Real Property Taxes | 80,000 |
| Prior Year's Motor Vehicle Taxes | 98,000 |
| Tax Discounts | (100,000) |
| Tax Penalties and Interest & other taxes | 71,200 |
| ABC Board Revenue | 71,000 |
| Beer & Wine Tax Revenue | 72,000 |
| Privilege Licenses | 325,000 |
| Cable TV Franchises | 205,000 |
| Interest Earned on Investments | 80,000 |
| Concessions and Merchandise | 72,750 |
| Personal Use of City Vehicles | 10,000 |
| Contracted Maintenance NCDOT | 21,000 |
| Utilities Franchise Tax State | 1,920,000 |
| Powell Bill Allocation - State | 636,000 |
| Local Sales Tax & Hold Harmless Funds | 3,907,000 |
| Court Cost, Fees and Charges | 23,000 |
| Building Permits and Inspection Fees | 110,320 |
| Rezoning & Cemetery Fees | 21,000 |
| Charges for Services - Refuse / Brush Collection | 1,197,358 |
| Recycling Revenues | 9,000 |
| Sale of Cemetery Lots | 2,500 |
| Recreation Fees | 396,415 |
| Concert Series Sponsorships | 20,000 |
| Vice and Narcotics Allocation | 50,000 |
| US Treasury Funds Allocation (Fed Forfeitures) | 50,000 |

| | |
|--|-------------------|
| Grant Proceeds | 92,584 |
| Proceeds of Lease Purchase Financing | 819,600 |
| Reimbursement from Asheboro City Schools –SRO Officers | 208,000 |
| Fund Balance Appropriation | 1,026,321 |
| All Other Revenues | 117,500 |
| Total Estimated Revenues | 22,912,548 |

Section 3: 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, 2010 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 4: The following General Fund Fees are hereby adopted for provision of services by the city government for the fiscal year beginning July 1, 2010.

Sanitation Department Fees:

| <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|--|---------------|
| Residential Can / per month | \$0 |
| Commercial Can / per month | \$10 |
| Residential Dumpster / per pick-up | \$30 |
| Commercial Dumpster / per pick-up | \$30 |
| Above 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 |
| 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 |
| 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- Single Day | \$125 | |
| | 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 | \$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 | |
| | 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

| | | |
|---|-------|-------|
| 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 | | |
| Individual | \$365 | \$465 |
| Senior | \$290 | \$390 |
| Family | \$600 | n/a |
| Member Cart Fees | | |
| Nine holes | \$6 | \$7 |
| Eighteen holes | \$11 | \$13 |

**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 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, 2010 and ending June 30, 2011, 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 | 416,445 |
| 30-810 | Water Meter Operations | 589,370 |
| 30-820 | Water Supply and Treatment | 2,689,144 |
| 30-830 | Wastewater Treatment | 6,372,082 |
| 30-840 | Water Maintenance | 910,066 |
| 30-850 | Wastewater Maintenance | 1,333,987 |
| | Total Appropriations | 12,311,094 |

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, 2010 and ending June 30, 2011:

| <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|---------------------------------|---------------|
| Interest Earned on Investments | 80,000 |
| Sale of Water | 6,643,427 |
| Sewer Charges | 4,837,726 |
| Sampling and Monitoring Fees | 28,896 |
| Surcharges | 232,521 |
| Septic Tank Discharges | 36,080 |
| Water and Sewer Connection Fees | 89,537 |
| Other Revenues | 362,907 |
| Total Estimated Revenues | 12,311,094 |

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, 2010.

Water and Sewer Billing Department

| <u>SERVICE</u> | <u>INSIDE CITY</u> | <u>OUTSIDE CITY</u> |
|--|--------------------|---------------------|
| Monthly Cost | | |
| Water Minimum Fee | \$12.27 | \$30.68 |
| Sewer Minimum Fee | \$15.34 | \$38.35 |
| 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. | \$2.51 | \$6.28 |
| Sewer-per 100 cu. ft. over 150 cu. ft. | \$2.51 | \$6.28 |
| Sewer Only Service (monthly) | | |
| Residential Customer | \$18.10 | \$36.19 |
| Commercial Customer | \$25.50 | \$51.00 |
| 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 |

*Payments are due at 5:00 pm on the due date. 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% |

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.ci.asheboro.nc.us

TOTAL GROSS BUDGET \$35,223,642

Adopted this the 24th day of June 2010.

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

ATTEST:

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

4. Public hearing and consideration of a resolution authorizing the termination/withdrawal of a North Carolina Parks and Recreation Trust Fund grant for the future Zoo City Park.

Mayor Smith opened a public hearing in order to receive comments from city staff members and the public about the proposed action to request withdrawal of a Parks and Recreation Trust Fund grant for the proposed Zoo City Park. Mr. Felix Ward, Cultural and Recreation Services Director, explained that the current economic conditions did not make it feasible to proceed on the time line stated in the grant. The city is still committed to building the Zoo City Park when economic conditions improve.

After Mr. Ward spoke, no other comments were offered. Consequently, Mayor Smith closed the public hearing.

Mr. Felix Ward then presented and recommended adoption, by reference, of the resolution requested by the Parks and Recreation Trust Fund in order to withdraw the grant. Upon motion by Ms. Carter and seconded by Mr. Burks, Council voted unanimously to adopt the following resolution by reference.

22 RES 6-10

**RESOLUTION AUTHORIZING THE CITY OF ASHEBORO TO REQUEST
TERMINATION/WITHDRAWAL OF A NORTH CAROLINA PARKS AND RECREATION
TRUST FUND GRANT**

WHEREAS, the City of Asheboro applied for and received a grant in 2007 from the North Carolina Parks and Recreation Trust Fund (PARTF) to assist with the Zoo City Park in the amount of \$500,000; and

WHEREAS, the City of Asheboro and the Department of Environment and Natural Resources entered into a contract (DENR Contract No. P08004) to complete the PARTF project within a three year period; and

WHEREAS, the City of Asheboro has decided not to go forward with the PARTF project; and

WHEREAS, the City of Asheboro has informed the public through a public hearing on June 24, 2010, to accept public comment about the proposed action to request withdrawal of the PARTF grant award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that it requests the Department of Environment and Natural Resources to withdraw the PARTF grant award and terminate the contract (DENR Contract No. P08004); and

BE IT FURTHER RESOLVED that the City of Asheboro shall absorb all current, past, and future expenses incurred with the project and will absolve the Department of Environment and Natural Resources of any past or future liability from the project.

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

Adopted this the 24th day of June, 2010.

I, Holly H. Doerr, City Clerk of the City of Asheboro, do hereby certify that the foregoing is a true copy of a resolution which was duly adopted by the City Council of the City of Asheboro at its meeting on June 24, 2010.

Witness my hand and the official seal of the City of Asheboro on this the 24th day of June, 2010.

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

5. (a) Consideration of an ordinance amending Chapter 50 (Water and Sewers) of the Code of Asheboro to conform the existing regulations to the adopted budget and to prepare for the city's assumption of control over the pressure sewer system found within the city's satellite corporate limits in the Tot Hill Farm area.

Mr. Bunker presented and recommended adoption, by reference, of the aforementioned ordinance.

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

36 ORD 6-10

AN ORDINANCE AMENDING CHAPTER 50 OF THE CODE OF ASHEBORO

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

WHEREAS, the Asheboro City Council has concluded that the city's water and sewer regulations need to be amended in order to conform these regulations to the water and sewer rates adopted as part of the budget approval process for fiscal year 2010-2011 and in preparation for the city's pending assumption of control over an existing low pressure sewer system located within the satellite corporate limits.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro 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 rate structure for the monthly billing, regardless of the actual number of days within the usage period reflected on the bill, for water made available to the city water utility's non-bulk customers located within the corporate limits of the City of Asheboro is as follows:~~

| | Residential Customer | Commercial Customer | Industrial Customer |
|-------------------------------|--|--|--|
| Minimum Charge | \$7.67 for water usage in the range of 0 to 150 cubic feet | \$12.27 for water usage in the range of 0 to 300 cubic feet | \$12.27 for water usage in the range of 0 to 300 cubic feet |
| Consumption Charge | \$2.51 per 100 cubic feet of water, or portion thereof, used in excess of the minimum of 150 cubic feet | \$2.51 per 100 cubic feet of water, or portion thereof, used in excess of the minimum of 300 cubic feet | \$2.51 per 100 cubic feet of water, or portion thereof, used in excess of the minimum of 300 cubic feet |

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 \$12.27 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 \$2.51 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 rate structure for the monthly billing, regardless of the actual number of days within the usage period reflected on the bill, for water made available to the city water utility's non-bulk customers located outside the corporate limits of the City of Asheboro is as follows:~~

| | Residential Customer | Commercial Customer | Industrial Customer |
|---------------------------|--|--|--|
| Minimum Charge | \$19.18 for water usage in the range of 0 to 150 cubic feet | \$30.68 for water usage in the range of 0 to 300 cubic feet | \$30.68 for water usage in the range of 0 to 300 cubic feet |

| | | | |
|-------------------------------|------------------------------|------------------------------|------------------------------|
| Consumption Charge | \$6.28 per 100 | \$6.28 per 100 | \$6.28 per 100 |
| | cubic feet of | cubic feet of | cubic feet of |
| | water, or portion | water, or portion | water, or portion |
| | thereof, used in | thereof, used in | thereof, used in |
| | excess of the | excess of the | excess of the |
| | minimum of 150 | minimum of 300 | minimum of 300 |
| | cubic feet | cubic feet | cubic feet |

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 \$30.68 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 \$6.28 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 imposed upon and collected from a person availing himself or herself of 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 rate structure for the monthly billing of city sewer utility customers located within the corporate limits of the City of Asheboro for discharging wastewater into the city sewer utility, regardless of the actual number of days within the usage period reflected on the bill, is as follows:~~

| | | | |
|-------------------------------|------------------------------|------------------------------|------------------------------|
| | Residential | Commercial | Industrial |
| | Customer | Customer | Customer |
| Minimum Charge | \$9.63 for water | \$12.27 for water | \$12.27 for water |
| | usage in the | usage in the | usage in the |
| | range of 0 to | range of 0 to | range of 0 to |
| | 150 cubic feet | 300 cubic feet | 300 cubic feet |
| Consumption Charge | \$2.51 per 100 | \$2.51 per 100 | \$2.51 per 100 |
| | cubic feet of | cubic feet of | cubic feet of |
| | water, or portion | water, or portion | water, or portion |
| | thereof, used in | thereof, used in | thereof, used in |
| | excess of the | excess of the | excess of the |
| | minimum of 150 | minimum of 300 | minimum of 300 |
| | cubic feet | cubic feet | cubic feet |

~~(C) The rate structure for the monthly billing of city sewer utility customers located outside the corporate limits of the City of Asheboro for discharging wastewater into the city sewer utility, regardless of the actual number of days within the usage period reflected on the bill, is as follows:~~

| | | | |
|-------------------------------|------------------------------|------------------------------|------------------------------|
| | Residential | Commercial | Industrial |
| | Customer | Customer | Customer |
| Minimum Charge | \$24.08 for water | \$30.68 for water | \$30.68 for water |
| | usage in the | usage in the | usage in the |
| | range of 0 to | range of 0 to | range of 0 to |
| | 150 cubic feet | 300 cubic feet | 300 cubic feet |
| Consumption Charge | \$6.28 per 100 | \$6.28 per 100 | \$6.28 per 100 |
| | cubic feet of | cubic feet of | cubic feet of |
| | water, or portion | water, or portion | water, or portion |
| | thereof, used in | thereof, used in | thereof, used in |
| | excess of the | excess of the | excess of the |
| | minimum of 150 | minimum of 300 | minimum of 300 |
| | cubic feet | cubic feet | cubic feet |

(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 \$15.34 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 \$2.51 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 \$38.35 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 \$6.28 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 \$18.10 for each monthly bill and \$36.19 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 \$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 4. A new Section 50.104 of the Code of Asheboro is hereby enacted and is written to provide as follows:

§ 50.104 Low Pressure Sewer Systems.

(A) It is the policy of the City of Asheboro to utilize and construct conventional gravity sewer systems in combination with pumping stations and wet wells. All new development proposals shall adhere to this design requirement. In the sole discretion of the City Council, a waiver from this requirement may be granted by the City Council when it is demonstrated to the satisfaction of the governing board that a low pressure sewer system should be used to solve wastewater disposal problems for an existing development because, in the sole judgment of the City Council, a gravity sewer system with pumping stations is not a feasible solution to the wastewater disposal problem.

(B) The provisions of this Chapter pertaining to the municipal sanitary sewer system have been enacted in order to create a regulatory framework that addresses the requirements of a conventional gravity sewer system. Unless the context clearly requires otherwise, the provisions of this Chapter shall be applied to the fullest extent possible to properly authorized low pressure sewer systems that are operated and controlled by the city. If a conflict develops between the provisions of this Section and any other provision in this Chapter, the regulation prescribed by this Section shall be the controlling authority in cases where a low pressure sewer system is at issue.

(C) Within an existing development that has been approved by the City Council for a low pressure sewer system, the owner of a lot may connect to the city maintained low pressure sewer system only after applying for and receiving a sewer service connection permit from the City of Asheboro Engineering Department. In order to properly apply for such a permit, the property owner must complete an application packet developed by the city and available in the engineering department. This packet shall include, by way of illustration and not limitation, an application form and an easement agreement granting a sewer easement to the city over an area described by metes and bounds on a plat of survey procured at the applicant's expense. This executed easement is needed in order to provide city personnel and/or contractors with lawful authorization to enter the lot to install and maintain the needed infrastructure. Once all of the requested information is completed, executed, submitted and accepted by the Engineering Department, a sewer service connection permit will be issued. The city, and only the city or its contractors, will perform the installation of the grinder pump station as a turnkey job.

(D) The sewer service connection permit will not be issued until a fee of \$7,000.00 is paid to the city in order to reimburse the city for costs associated with the city's installation of a grinder pump station and other infrastructure needed to connect the applicant's structure to the low pressure sewer system. After the installation is complete, a \$5.00 maintenance fee will be added as a surcharge to the customer's monthly

water/sewer bill, and this monthly surcharge is to be paid in addition to any other charges that appear on the customer's bill in accordance with the provisions found in other Sections of this Chapter. The monthly revenue realized from the surcharge imposed on every customer served by the low pressure sewer system will be placed in a Grinder Pump Maintenance Reserve Fund that shall be used exclusively for paying costs associated with the repair and maintenance of the low pressure sewer system.

(E) In addition to the sewer main, the section of the low pressure sewer system that will be maintained by the city includes the small diameter force main from the street right-of-way line to the grinder pump wet well, the grinder pump, valves and valve boxes on the small diameter force main, the grinder pump electrical panel, and associated appurtenances. However, the gravity service line from the structure to the grinder pump wet well, electrical connections to the grinder pump panel, and any generators connected to the grinder pump power supply are not included with the city-provided maintenance program. These non-covered items are the sole responsibility of the property owner.

(F) Notwithstanding any other provision of this Chapter, the customer shall bear the full cost of repairs to the grinder pump and the associated infrastructure that is attributable to negligence or misuse on the part of the customer. Negligence or misuse includes, by way of illustration and not limitation, the placing of the following items in the sewer system:

- (1) Glass;
- (2) Metal;
- (3) Gravel, Sand (including aquarium stone), and Coffee Grinds;
- (4) Seafood Shells;
- (5) Socks, Rags, or Cloths;
- (6) Plastic;
- (7) Sanitary Napkins or Tampons;
- (8) Disposable Diapers;
- (9) Kitty Litter;
- (10) Explosives;
- (11) Flammable Materials;
- (12) Lubricating Oil, Grease, Cooking Oil, Paint;
- (13) Strong Chemicals;
- (14) Gasoline or Diesel Fuel; and
- (15) Stormwater Runoff.

When a customer engages in negligence or misuse of the grinder pump, and the city or its contractor has to repair the resulting damage, the full cost of such repairs shall be billed to the customer as a charge on the next monthly water/sewer bill. Such a charge is subject to collection in the same manner as any other charge invoiced on a customer's bill for services rendered by the city's water/sewer utility.

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

Section 6. Section 1, Section 2, and Section 3 of this ordinance shall take effect and be in force from and after July 1, 2010. Section 4 of this ordinance shall take effect and be in force from and after September 1, 2010.

This ordinance was adopted by the Asheboro City Council in open session during a special meeting held on the 24th day of June, 2010.

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

ATTEST:

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

(b) Consideration of an ordinance amending Chapter 51 (Garbage) in order to conform the existing regulations to the adopted budget.

Mr. Ogburn presented and recommended adoption, by reference, of the aforementioned ordinance.

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

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 Asheboro City Council has concluded that certain fees prescribed by this Chapter need to be amended to conform to the fee structure utilized as part of the adopted budget ordinance for fiscal year 2010-2011.

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

Section 1. Section 51.35 of the Code of Asheboro, which addresses charges for commercial sanitation customers, is hereby rewritten to provide as follows:

§ 51.35 USER CHARGES FOR COMMERCIAL SANITATION CUSTOMERS.

(A) A charge of ~~\$27.00~~ \$30.00 per regularly scheduled pick-up of a dumpster, \$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 is hereby established for commercial sanitation customers. The charge for compaction dumpsters shall be ~~\$44.00~~ \$44.00 per regularly scheduled pick-up. Additional pick-ups for commercial dumpsters shall be ~~\$37.00~~ \$40.00 per pick-up, and additional pick-ups for compaction dumpsters shall be ~~\$51.00~~ \$54.00.

(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 2. Section 51.36 of the Code of Asheboro, which addresses charges for residential sanitation customers, is hereby rewritten to provide as follows:

§ 51.36 USER CHARGES FOR RESIDENTIAL SANITATION CUSTOMERS.

(A) A charge of ~~\$27.00~~ \$30.00 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 ~~\$37.00~~ \$40.00 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 3. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall take effect and be in force from and after July 1, 2010.

This ordinance was adopted by the Asheboro City Council in open session during a special meeting held on the 24th day of June, 2010.

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

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

6. Notice from Asheboro ABC Board.

The Mayor and Council received in their folders, without comment or action on the part of the Council, a written notice of the schedule for regular meetings that will be conducted by the Asheboro ABC Board during fiscal year 2010-2011.

7. Upcoming events:

- "Cruise In" – Saturday, June 26, 2010
- City offices will be closed on Monday, July 5, 2010.
- Regular Council meeting – Thursday, July 8, 2010
- Potential date for a special meeting of the City Council – Thursday, September 23, 2010

There being no further business, the meeting was adjourned at 12:25 p.m.

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

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