

ASHEBORO CITY COUNCIL SPECIAL MEETING NOTICE

MEETING DATE/TIME: TUESDAY, JUNE 28, 2022, AT 7:00 PM

**LOCATION: ASHEBORO CITY HALL
146 NORTH CHURCH STREET
ASHEBORO, NORTH CAROLINA 27203**

At 7:00 p.m. on Tuesday, June 28, 2022, the Asheboro City Council will convene for a special meeting in the council chamber on the second floor of Asheboro City Hall. The purpose of the meeting is to consider and act upon the agenda items listed below.

- 1. Project and budget ordinance amendments pertaining to FY 2021-2022.
- 2. Asheboro ABC Board transmittals to the city council: Board meeting minutes for May 2, 2022; an amended budget for FY 2021-2022; the adopted budget for FY 2022-2023; and the local board’s meeting schedule for FY 2022-2023.
- 3. A request to advertise electronic public auctions of surplus city-owned personal property by electronic means only; and a request for authorization to sell three specific surplus city-owned vehicles by means of public auction.
- 4. A pre-construction services agreement with the construction manager at risk for the McCrary Park Renovation Project.
- 5. A settlement agreement in a civil action (19 CVS 2505) appealing the city council’s approval in 2019 of a conditional use permit.
- 6. A request for action on contracting and budgeting issues associated with the Industrial Park Avenue Sidewalk Improvements Project.
- 7. A resolution of support for the proposed Memorial Square Whole Block Redevelopment Project.
- 8. Final action on the City of Asheboro Budget Ordinance for FY 2022-2023.
- 9. An interlocal agreement for law enforcement dispatch services.
- 10. Clarification of the employee policies and procedures manual’s authorization for departments to implement supplemental compensation policies.
- 11. Code of Asheboro amendments reflecting fee/rate changes authorized within the budget ordinance for FY 2022-2023.

The special meeting will be conducted in open session. All interested parties are welcomed.

This special meeting notice was issued on June 23, 2022.

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

#

**SPECIAL MEETING
ASHEBORO CITY COUNCIL
146 NORTH CHURCH STREET
TUESDAY, June 28, 2022
7:00 P.M.**

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

- David H. Smith) – Mayor Presiding
- Clark R. Bell)
- Edward J. Burks)
- Kelly L. Heath)
- William N. McCaskill) – Council Members Present
- Walker B. Moffitt)
- Jane H. Redding)
- Charles A. Swiers)

John N. Ogburn, III, City Manager
Michael L. Leonard, PE, City Engineer
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Jeffrey C. Sugg, City Attorney
Tammy M. Williams, CMC, Deputy City Clerk

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:

Council Member Bell moved, and Council Member Burks seconded the motion, to approve/adopt, as presented, the following consent agenda items. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

(a) Year-End Adjustments to the General Fund

26 ORD 6-22

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2021-2022**

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

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

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

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

<u>Account #</u>	<u>Expense Description</u>	<u>increase/ (decrease)</u>
10-420-553.0000	Dues & Subscriptions	3,000
10-480-502.0000	Salaries	25,000
10-510-502.0000	Salaries	25,000
10-625-502.0000	Salaries	4,000
	Maintenance & Repair- McCrary Ball	
10-640-515.0700	Park Improvements	328,504
10-650-515.0000	Maintenance & Repair Buildings	15,000
10-565-546.0000	Street Lighting Contracted	(29,000)
10-565-574.0000	Capital Outlay	(99,000)
10-580-583.0000	Tipping Fee	(100,000)
10-620-515.0004	Maint & Repair – Memorial Pool	(80,000)
10-620-522.0000	Professional Services	(92,504)
	Total Increase / (Decrease)	0

Adopted this 28th day of June, 2022.

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

ATTEST:

/s/ Tammy M. Williams
Tammy M. Williams, CMC, Deputy City Clerk

(b) Year-End Adjustments to the Water and Sewer Fund

27 ORD 6-22

**ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2021-2022**

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

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

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

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

<u>Account #</u>	<u>Expense Description</u>	<u>increase/ (decrease)</u>
30-810-502.0000	Salaries & Wages	41,000
30-810-574.0000	Capital Outlay- Eq	(30,000)
30-820-545.0000	Contracted Services	(11,000)
Total Increase / (Decrease)		<u>0</u>

Adopted this 28th day of June, 2022.

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

ATTEST:

/s/ Tammy M. Williams
Tammy M. Williams, CMC, Deputy City Clerk

(c) General Fund Amendment – Airport Improvements

28 ORD 6-22

**ORDINANCE TO AMEND THE GENERAL FUND
FY 2021-2022**

WHEREAS, in October 2021, the City of Asheboro appropriated funding as a transfer to The Airport Improvements Fund (#66) for the 10% match for the federal funding for the design build phase for a new 80’ x 80’ Corporate Hanger project.

WHEREAS, as the project scope has evolved, the City of Asheboro would like to establish a new project fund, Airport Improvements Project Fund II (#76), to track the revenues and expenses of this work.

WHEREAS, the City of Asheboro would like to un-appropriate the 10% match for federal funding that was transferred to Airport Improvements Fund (#66) and re appropriate the 10% match for the design build phase of the 80’ x 80’ corporate hangar building in the new Airport Improvements Fund II (#76).

WHEREAS, in May 2022, the City of Asheboro received bids for the construction of the hangar and the lowest responsive bid was in the amount of \$1,041,650.

WHEREAS, the 2022-2023 proposed operating budget incorporates an estimated \$100,000 match that needs to be updated to the proper 10% of construction cost of \$104,165.

WHEREAS, the City of Asheboro desires amend the 2020-2021 budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget,

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

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

That the following Revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
10-000-399.0000	Fund Balance Allocation (10% match construction)	\$4,165

That the following Expense line items be increased / decreased:

<u>Line Item</u>	<u>Description</u>	<u>Increase/ (decreased)</u>
10-650-566.0000	Contribution to Airport Improvement Fund (#66)	(8,373)
10-650-576.0000	Contribution to Airport Improvement Fund II (#76)	8,373
10-650-576.0000	Contribution to Airport Improvement Fund II (match update)	4,165
		\$4,165

Adopted this the 28th day of June 2022.

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

ATTEST:

/s/ Tammy M. Williams
Tammy M. Williams, CMC, Deputy City Clerk

(d) Amendment of the Airport Improvements Project Fund (66)

29 ORD 6-22

**ORDINANCE TO AMEND
THE AIRPORT IMPROVEMENTS FUND (#66)
FY 2021-2022**

WHEREAS, in October 2021, the City of Asheboro established revenue and expense accounts associated with the construction of a new 80’ x 80’ aircraft storage hangar in the existing

corporate area at the south end of Asheboro Regional Airport in the Airport Improvements Fund (fund 66).

WHEREAS, as the project scope has evolved, the City of Asheboro would like to establish a new project fund to track the revenues and expenses of this work.

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

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

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

<u>Account</u>	<u>Description</u>	<u>Decrease</u>
66-000-380.0030	Grant proceeds- Corporate Hangar Design Build	(75,349)
66-000-380.0028	GF Contrib. – Corporate Hangar Design Build	(8,373)
	Total Decrease	(83,722)

Section 2: That the following expense line items are increased:

<u>Account</u>	<u>Description</u>	<u>Decrease</u>
66-000-986.0000	Corporate Hangar Design / Build	(83,722)

Adopted this the 28th day of June 2022.

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

ATTEST:

/s/ Tammy M. Williams
Tammy M. Williams, CMC, Deputy City Clerk

(e) Establishment of the Airport Improvements Fund II (76)

30 ORD 6-22

**PROJECT ORDINANCE
AIRPORT IMPROVEMENTS FUND II (#76)
FY 2021-2022**

WHEREAS the City of Asheboro would like to use federal funding and funding from the General Operating Fund to construct one new 80’ x 80’ corporate hangar at the south end of the Asheboro Regional Airport.

WHEREAS the City of Asheboro would like to use its unspent annually allocated federal funding in the amount of \$150,000 per year from 2018-2019 thru 2020-2021 toward this project.

WHEREAS the City of Asheboro would like to use special allocated federal funding in the amount of \$159,000 per year for the next five years for this project

WHEREAS, the City of Asheboro desires to set up a Capital Project Fund to account for the funding and the expenses related to this project, and;

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

Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Project Ordinance is adopted:

Section 1: The Airport Improvements Fund II is hereby authorized as a project with current revenues and expenditures projected as listed below.

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

Section 3: The following revenues are anticipated to be available at this time for this project:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
76-000-300.0000	Contribution from General Fund (21-22 match-design build)	8,373
76-000-300.0000	Contribution from General Fund (21-22 match-Construction)	4,165
76-000-300.0000	Contribution from General Fund (22-23 match-Construction)	100,000
76-000-301.0000	Federal Grant (18-19)	150,000
76-000-301.0000	Federal Grant (19-20)	150,000
76-000-301.0000	Federal Grant (20-21)	150,000
76-000-302.0000	Federal Grant (22-23)	159,000
76-000-302.0000	Federal Grant (23-24)	159,000
76-000-302.0000	Federal Grant (20-21)	159,000
76-000-302.0000	Federal Grant (21-22)	159,000
76-000-302.0000	Federal Grant (22-23)	159,000
		1,357,538

Section 4: The following amounts are appropriated as expenditures for this project:

That the following Expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
76-000-400.0000	Professional Services (design build)	83,722
76-000-410.0000	Construction Administration (work authorization#1)	127,000
76-000-420.0000	Construction	1,041,650
76-000-430.0000	Miscellaneous	105,166
Total		1,357,538

Adopted this the 28th day of June 2022.

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

ATTEST:

/s/ Tammy M. Williams
Tammy M. Williams, CMC, Deputy City Clerk

(f) General Fund Amendment – Fibertex Economic Development Project

31 ORD 6-22

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2021-2022**

WHEREAS, the City Council of the City of Asheboro was presented with an economic development project relating Fibertex Personal Care Corporation's plans to construct a new manufacturing facility on approximately 30.61 acres of land.

WHEREAS, Fibertex Personal Care's project would result in an investment of approximately \$114 million dollars in real and personal property and will result in the creation of 145 new full time jobs.

WHEREAS, the City Council authorized the City of Asheboro to support the Fibertex Personal Care's project through an agreement for economic incentives payments signed April 2, 2018.

WHEREAS, the Fibertex Personal Care has submitted documentation verifying that the company has met the required performance for the first economic incentive payment with investment in real property and creation of 44 new full time jobs;

WHEREAS, the City Council wishes to appropriate fund balance as a transfer to the Economic Development Fund for the first incentive payment of \$50,000 to Fibertex.

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

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

That the following revenue line item be increased

<u>Account #</u>	<u>Expense Description</u>	<u>increase/ (decrease)</u>
10-000-399.0000	Fund Balance Allocation	50,000

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

<u>Account #</u>	<u>Expense Description</u>	<u>increase/ (decrease)</u>
10-490-572.0000	Contribution to ED fund	50,000

Adopted this 28th day of June, 2022

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

ATTEST:

/s/ Tammy M. Williams
Tammy M. Williams, CMC, Deputy City Clerk

(g) Economic Development Fund Amendment – Fibertex Economic Development Project

32 ORD 6-22

**ORDINANCE TO AMEND THE ECONOMIC & TOURISM DEVELOPMENT FUND
FY 2021-2022**

WHEREAS, the City Council of the City of Asheboro was presented with an economic development project relating Fibertex Personal Care Corporation's plans to construct a new manufacturing facility on approximately 30.61 acres of land.

WHEREAS, Fibertex Personal Care's project would result in an investment of approximately \$114 million dollars in real and personal property and will result in the creation of 145 new full time jobs.

WHEREAS, the City Council authorized the City of Asheboro to support the Fibertex Personal Care's project through an agreement for economic incentives payments signed April 2, 2018.

WHEREAS, the Fibertex Personal Care has submitted documentation verifying that the company has met the required performance for the first economic incentive payment with investment in real property and creation of 44 new full time jobs;

WHEREAS, the City of Asheboro is ready to set up the financial accounting infrastructure to allow for the first payment of this incentives agreement, and;

WHEREAS, the budget as adopted requires amendment 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>
72-000-375.0000	Contribution for Fibertex 4-2018 agreement	50,000

Section 2: That the following Expense line item be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
72-000-871.0000	Fibertex Incentive 4-2018 agreement	50,000

Adopted this the 28th day of June 2022.

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

ATTEST:

/s/ Tammy M. Williams
Tammy M. Williams, CMC, Deputy City Clerk

(h) **McCrary Baseball Park Improvements Fund Amendment –
Preconstruction Services Agreement**

33 ORD 6-22

**ORDINANCE TO AMEND
MCCRARY BASEBALL PARK IMPROVEMENTS FUND
FY 2021-2022**

WHEREAS, In September 2021, the McCrary Baseball Park Improvements Fund was established appropriating funding in the amount of \$250,000 for Construction Manager at Risk services.

WHEREAS, the Construction Manager at Risk Preconstruction Services Agreement with Rodgers Builders Inc has been agreed upon in the amount of \$113,910.

WHEREAS, the City of Asheboro would like to update the funding for the preconstruction services agreement for the McCrary Park Renovation and Expansion Project with Rodgers Builders Inc (Construction Manager at Risk) remitting the difference back to the General Operating Fund, and;

WHEREAS, the City of Asheboro desires amend the 2021-2022 budget to incorporate this expense and to be in compliance with all generally accepted accounting principles, and;

Section 1: The following Revenue Line Items:

<u>Line Item</u>	<u>Description</u>	<u>Decrease</u>
65-300-1000	Contribution from General Fund	(\$136,000)

Section 2: The following amounts are appropriated as expenditures for this project:

<u>Line Item</u>	<u>Description</u>	<u>Decrease</u>
65-400-0000	Construction Manager at Risk	(\$136,000)

Adopted this the 28th day of June 2022.

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

ATTEST:

 /s/ Tammy M. Williams
Tammy M. Williams, Deputy City Clerk

(i) **General Fund Amendment – McCrary Baseball Park Preconstruction
Services Contract**

34 ORD 6-22

**ORDINANCE TO AMEND THE GENERAL FUND
FY 2021-2022**

WHEREAS, In September 2021, the McCrary Baseball Park Improvements Fund was established appropriating funding in the amount of \$250,000 for Construction Manager at Risk services.

WHEREAS, the Construction Manager at Risk Preconstruction Services Agreement with Rodgers Builders Inc has been agreed upon in the amount of \$113,910.

WHEREAS, the City of Asheboro would like to update the funding for the preconstruction services agreement for the McCrary Park Renovation and Expansion Project with Rodgers Builders Inc (Construction Manager at Risk) remitting the difference back to the General Operating Fund, and;

WHEREAS, the City of Asheboro desires amend the 2021-2022 budget to incorporate this expense and to be in compliance with all generally accepted accounting principles, and;

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

That the following Revenue line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Decrease</u>
10-399-0000	Fund Balance Allocation	(\$136,000)

That the following Expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Decrease</u>
10-620-6500	Contribution to McCrary Baseball Park Improvements Fund	(\$136,000)

Adopted this the 28th day of June 2022.

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

ATTEST:

/s/ Tammy M. Williams
Tammy M. Williams, Deputy City Clerk

(j) Asheboro ABC Board Meeting Minutes for May 2, 2022

The council acknowledged the receipt of the Asheboro ABC Board’s approved meeting minutes for May 2, 2022. This document has been filed in the city clerk’s office and distributed to the city’s elected officials.

(k) Asheboro ABC Board Amended Budget for FY 2021-2022

The council acknowledged the receipt of the Asheboro ABC Board’s amended budget for FY 2021-2022. This document has been filed in the city clerk’s office and distributed to the city’s elected officials.

(l) Asheboro ABC Board’s Adopted Budget for FY 2022-2023

The council acknowledged the receipt of the Asheboro ABC Board’s adopted budget for FY 2022-2023. This document has been filed in the city clerk’s office and distributed to the city’s elected officials.

(m) Asheboro ABC Board’s Meeting Schedule for FY 2022-2023

The council acknowledged the receipt of the meeting schedule adopted by the Asheboro ABC Board for FY 2022-2023. This document has been filed in the city clerk’s office and distributed to the city’s elected officials.

3. **McCrary Park Renovation and Expansion Project**

City Engineer Michael Leonard, PE presented and recommended approval of a pre-construction services agreement between the city and Rodgers Builders, Inc., the construction manager at risk for the McCrary Park Renovation and Expansion Project. The contract price for these pre-construction services is \$113,910.00.

In response to the recommendation from city staff, Council Member Moffitt moved, and the motion was seconded by Council Member Heath, to approve the contract as presented and to authorize city officials to execute the agreement on behalf of the municipal corporation. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

**CONSTRUCTION MANAGER AT RISK
PRE-CONSTRUCTION SERVICES AGREEMENT**

THIS PRE-CONSTRUCTION SERVICES AGREEMENT for the McCrary Park Renovation and Expansion Project is made and entered into, as of the date of the last signature affixed hereto, by and between **Rodgers Builders, Inc.**, a North Carolina corporation, (hereinafter referred to as the “**Construction Manager at Risk**”) and the **City of Asheboro**, a North Carolina municipal corporation, (hereinafter referred to as the “**Owner**”).

WITNESSETH:

WHEREAS, the Owner, in accordance with the procurement and purchasing laws applicable to a North Carolina municipal corporation, sought the submission of competitive proposals to act as a Construction Manager at Risk to furnish professional construction management services during the design and construction of the **McCrary Park Renovation and Expansion Project** (hereinafter referred to as the “**Project**”); and

WHEREAS, after evaluating the competitive proposals submitted in response to its solicitation, the Owner selected the undersigned Construction Manager at Risk to furnish the requested professional construction management services; and

WHEREAS, consistent with the contract award made by the Owner, the parties wish to execute this instrument in order to memorialize their agreement as to the pre-construction services to be provided for the Project by the Construction Manager at Risk.

NOW, THEREFORE, the Construction Manager at Risk and the Owner agree as follows:

Section 1. The pre-construction services proposal, which was prepared by the Construction Manager at Risk and dated June 27, 2022, (hereinafter referred to as the “**Pre-Construction Services Proposal**”) has been attached to this agreement as EXHIBIT 1 and is hereby incorporated into this instrument by reference as if copied fully herein.

Section 2. The pre-construction services provided by the Construction Manager at Risk shall be provided in accordance with the Pre-Construction Services Proposal attached hereto. A second instrument shall be subsequently executed by and between the Construction Manager at Risk and the Owner for the construction phase of the Project.

Section 3. The Owner will compensate the Construction Manager at Risk for pre-construction services in the amount of a lump sum fee of one hundred thirteen thousand nine hundred ten and no hundredths dollars (\$113,910.00).

Section 4. This agreement may be terminated by either party upon seven (7) calendar days written notice (delivered by certified mail, return receipt requested) should one party fail to perform in accordance with its terms through no fault of the other. In the event of termination, the Construction Manager at Risk shall receive payment for services rendered prior to receipt of the written termination notice. Any work done by the Construction Manager at Risk prior to termination shall become the property of the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in three (3) counterparts, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

CONSTRUCTION MANAGER AT RISK:

Rodgers Builders, Inc.

By: _____
(Signature of Authorized Official)

(Printed Name of Authorized Official)

(Title of Authorized Official)

(Date)

OWNER:

City of Asheboro

By: _____
John N. Ogburn, III
City Manager for the City of Asheboro

(Date)

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

Deborah P. Reaves
City of Asheboro Finance Director

[The Pre-Construction Services Proposal identified as EXHIBIT 1 in the above-printed agreement is on file in the city clerk's office.]

4. Community Development Items

(a) Industrial Park Avenue Sidewalk Improvements Project

Prior to the governing board's consideration of this business item, Mayor Smith recognized Council Member Heath and her full public disclosure of her employment relationship with Randolph Community College. For purposes of transparency, and in order to ensure that a conflict of interest does not exist, Council Member Heath inquired of the city attorney as to whether she could participate in the council's consideration of this project.

The city attorney confirmed that Council Member Heath's professional employment relationship with Randolph Community College is not impacted in any manner by the ultimate outcome of the contemplated project. Council Member Heath will receive no financial benefit, inclusive of potential performance reviews, from the proposed project advancing or failing. In the absence of a financial conflict of interest, the city attorney advised that Council Member Heath should participate in the deliberations and vote(s) concerning the sidewalk improvement project.

Community Development Director Trevor Nuttall then informed the governing board members that the bids received for the sidewalk improvements project were over budget. Consequently, city staff contemplated requesting the rejection of all bids.

After some discussion, a consensus opinion emerged in favor of allowing more time to study the situation before taking final action. Council Member Moffitt then moved, and Council Member Bell seconded the motion, to continue this business item to the next regular council meeting on July 14, 2022. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

(b) Resolution in Support of the Memorial Square Whole Block Redevelopment Project

Community Development Director Trevor Nuttall presented for council consideration a resolution in support of the Memorial Square Whole Block Redevelopment Project. City staff recommended adoption of the resolution by reference.

Council Member Bell moved, and Council Member Swiers seconded the motion, to adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

16 RES 6-22

**RESOLUTION OF SUPPORT FOR THE PROPOSED
MEMORIAL SQUARE WHOLE BLOCK REDEVELOPMENT PROJECT**

WHEREAS, the Asheboro City Council as a general policy desires to support investment and development that revitalizes neighborhoods, improves the community's housing stock, and improves public infrastructure; and

WHEREAS, harmonious redevelopment within the Center City Planning Area has been a priority of the City of Asheboro for many years; and

WHEREAS, consistent with the city's general policy for redevelopment, Wynnefield Forward, LLC has proposed a Whole Block Redevelopment Project, currently identified as Memorial Square, within the Center City Planning Area; and

WHEREAS, the North Carolina Housing Finance Agency has notified the City of Asheboro that it has received an application for federal tax credits on the above named development and requested comments on the proposal; and

WHEREAS, Whole Block Redevelopment Projects are envisioned to help with the revitalization of neighborhoods, remove blighted and unsafe structures, encourage reinvestment into properties in the vicinity of the development, stabilize and enhance property values, improve the City's housing stock, enhance the historic integrity of neighborhoods and improve public infrastructure; and

WHEREAS, both the Asheboro Planning Board and the Asheboro City Council have reviewed the plans for development as part of the city's land use regulatory review process and unanimously approved the proposal, finding such approval to be consistent with the city's adopted plans for development, reasonable and in the public's interest.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asheboro, North Carolina that the City, by and through its governing board, supports Wynnefield Forward, LLC's application for tax credits.

This resolution was duly adopted by the Asheboro City Council in open session during a special meeting held on the 28th day of June, 2022.

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

ATTEST:

/s/ Tammy M. Williams
Tammy M. Williams, CMC, Deputy City Clerk
City of Asheboro, North Carolina

5. City of Asheboro Budget Ordinance for Fiscal Year 2022-2023

After introductory statements by Finance Director Deborah Reaves, the city council took final action on the budget ordinance for the upcoming fiscal year. Council Member Bell moved, and Council Member Burks seconded the motion, to approve/adopt the following City of Asheboro Budget Ordinance for Fiscal Year 2022-2023. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

35 ORD 6-22

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, 2022 and ending June 30, 2023, 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	141,294
10-420	City Manager’s Office	283,431
10-440	Finance Office	574,139
10-450	Legal & City Clerk	277,399
10-480	Information Technology	603,369
10-490	Planning/Community Development	1,569,320
10-500	Municipal Building Headquarters	207,600
10-510	Police Department	11,225,503
10-530	Fire Department	6,205,639
10-540	Building Inspections Department	234,248
10-545	Fire Inspections Department	303,754
10-550	Operations Division - Public Works	1,093,124
10-555	Fleet Maintenance	1,424,838
10-565	Street Maintenance	4,151,163
10-575	City Engineer Office	561,878
10-580	Environmental Services	2,436,914
10-590	Human Resources	517,005
10-615	Arts & Cultural Services	554,062
10-620	Recreation Services	6,398,734
10-625	Municipal Golf Course	276,209
10-630	Library	335,184
10-640	Facilities Maintenance	2,617,932
10-650	Airport Authority	251,103

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Total Appropriations	42,263,842
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Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Ad Valorem Taxes (Real & Vehicle)	17,643,171
Tax Interest	25,277
Tax on Short Term Rental Vehicles	38,516
Solid Waste Disposal Tax	15,060
ABC Board Revenue	258,000
Beer & Wine Tax Revenue	111,182
Concessions and Merchandise	42,572
Contracted Maintenance NCDOT	21,602
Utilities Franchise Tax - State	2,474,009
Powell Bill Allocation - State	629,274
Local Sales Tax & Hold Harmless Funds	8,791,000
Building Permits	96,034
Inspection Fees	76,557
Rezoning, Stone, Burial Fees & Cemetery Fees	23,595
Charges for Services – Refuse / Recycle Collection	2,436,914
Recreation Program Revenues	305,647
Proceeds of Lease Purchase Financing	358,631
Reimbursement from Asheboro City Schools –SRO Officers	258,626
American Recovery Plan Act	8,200,000
All Other Revenues	458,175
 Total Estimated Revenues	 42,263,842

Section 3: There is hereby levied a tax at the rate of sixty six and a half cents (\$.665) per one hundred (\$100) valuation of property as listed for taxes as of January 1 for the purpose of raising the revenue listed as " Current Year's Taxes" in the General Fund in Section 2 of this ordinance.

This rate is based on a total valuation of property for the purposes of taxation of \$2.6 billion, and an estimated rate of collection of 98.0%.

Budgeted revenue includes a transfer of \$8.2 Million to the General Operating Fund to provide for eligible salaries and benefits to City Employees.

There is no recommended Fund Balance appropriation in the recommended 2022-2023 budget.

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, 2022.

Sanitation Department Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
90 Gallon Residential Garbage Can / per month	\$18
90 Gallon Commercial Can / per month	\$18
90 Gallon Residential Recycle Can / per month	\$5
90 Gallon Commercial Recycle Can / per month	\$5
Residential Dumpster / per pick-up	\$31
Commercial Dumpster / per pick-up	\$31
Above Dumpsters billed <u>monthly</u> based on annualized collection schedule	
Missed Residential Dumpster / per pick-up	\$40
Missed Commercial Dumpster / per pick-up	\$44
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- General District	\$200
Rezoning- Conditional Zoning District	\$550
Text Amendment	\$200
Special Use Permit	\$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	\$50
Change Use	\$250
Sign / sign type	\$25
Land Disturbance Permit	\$50
Temp Produce/Seasonal Sales Permit	\$50
Limited Duration Event Permit	\$50
Certificate of Zoning Compliance:	
Duplex	\$25
MF Res	\$50
Commercial	\$100
Industrial	\$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:

A Zoning Permit may be required before building permits can be issued. Drawings for projects need to be submitted at least two weeks prior to issuance of building permits. All subcontractors should obtain their own permits. Fees are based on the general construction portion only. Project costs should be rounded to the nearest thousand. Minimum permit fee for all permit types is \$50. The permit fee for all permit types when work is started prior to a required permit is double that standard permit fee or \$200, whichever is less.

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Building Permit	Residential: \$5/\$1000 up to \$150,000; \$1.50/\$1,000 thereafter Commercial: \$10/\$1000 up to \$150,000; \$5.00/\$1,000 thereafter
Minimum Permit	\$50
Minimum Sign	\$50
Non-bid Jobs (new)	\$40/ sq. ft.
Habitable Space	\$20/ sq. ft.
Mobile Home	\$100
Swimming Pool	\$100
Demolition-Residential	\$75
Demolition-Commercial	\$150
Relocate Structure	\$120
Plumbing Permit	\$5 per fixture, \$50 minimum
Water/Sewer Line: House	\$50
Water/Sewer Line: Commercial/Large	\$100
Heating/ AC Permit	
Boiler	\$100
Gas Line-Residential	\$50
Gas Line-Commercial	\$50
Gas Furnace/Gas Pack	\$60
Gas Furnace / Gas Pack and AC up to 5 tons	\$100
Additional per ton over 5	\$10
Heat Pump	\$60
Mini Split	\$50
Oil Furnace	\$60
Refrigeration Units	
Minimum Permit	\$30
Per additional unit over 3	\$10
<u>CHANGE OUTS</u>	
Unit Change out (no duct work)	
Residential	\$50
Commercial	\$75
Commercial - greater than 5 ton	\$100
Commercial Grease Hood	\$100
Mobile Home Heating/ AC Unit	\$50
Gas Appliances	
Minimum Permit (up to 3 appliances)	\$50
Additional Per appliance	\$10
Electrical Permits	
Temporary service	\$50
Residential	\$100
Commercial	\$100 first 5000 sq. ft. \$5/1000 sq. ft. thereafter
Service Change	\$50
Electric Repair	

Residential	\$50
Commercial	\$100
Generator Installation	\$50
Mobile Home Service	\$50
Sign	\$50
Duplex	\$200
Apartments (each)	\$50
Minimum Permit	\$50
*Fee for work started without permit	\$100 maximum

Reinspection Fee: \$50
A re-inspection fee may be assessed for a second and any subsequent failed inspections.

Fire Inspection Department Fees and Penalties:

Fees

All construction and operation permits are \$100.
The permit fee for all permit types when work is started prior to a required permit is double that standard permit fee or \$200.

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

A \$50 re-inspection fee may be assessed for a second and any subsequent failed inspections.

Parks & Recreation Fees:

**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.

<u>Facility/Activity</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 / Kayak Rental	\$6	\$10
Daily Kayak/Canoe Launch	\$2.50	\$3.50
Annual Kayak/Canoe Launch	\$35	\$50
Daily launch fee	\$7	\$9.50
Annual launch fee	\$100	\$135
Kayak Rental Spaces	\$60	\$85
Boat Rental Spaces	\$150	\$200
Lake Reese:		
Daily launch fee	\$7	\$9.50
Daily Kayak/Canoe Launch	\$2.50	\$3.50
Annual Kayak/Canoe Launch	\$35	\$50
Annual launch fee	\$100	\$135
Daily Duck hunting (per boat)	\$12.50	\$16
Baseball/Softball Field Rental:		
Rental per Hour (no lights)	\$15	\$20
Rental per Hour (with lights)	\$25	\$35
Tournament rental per weekend		
One Field	\$175	\$225

Two Fields	\$300	\$400
Concession Stand/Restroom	\$50	\$65
Additional Field Preparation	\$45	\$60
<u>Facility/Activity</u>	<u>City Resident</u>	<u>Non-Resident</u>
Youth Sports Fees:		
Registration fee	\$30	\$50
Late fee applied after registration deadline	\$10	\$10
Sunset Theatre Rentals- Applies to All		
Security Deposit	\$100	\$100
Dark/Rehearsal (Multi-day use, 4 hour max)	\$60	\$60
Non-Profit- Single Day (8 hour max)	\$175	\$175
General Meeting/Party Rental (4 hour max)	\$100	\$100
Private Event (8 hours max)	\$300	\$300
Commercial/ For Profit (8 hours max)	\$450	\$450
Rotary Pavilion at Bicentennial Park Rental		
Security Deposit	\$75	\$75
Facility/Equipment Signage Rental (event optional)	\$20	\$20
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
Party Room Rental (per hour)	\$20	\$30
Shelter Rental		
Memorial Park (upper): 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
<u>Facility/Activity</u>	<u>City Resident</u>	<u>Non-Resident</u>
Pools:		
Public Swim (day)		
2 years & under w/ paying adult	\$0	\$0
3 years & older	\$3	\$3
Public Swim (night)		
2 years & under w/ paying adult	\$0	\$0
3 years & older	\$2	\$2
Public Lap Swim	\$2	\$2
Public Senior Swim	\$0	\$1
Swimming lessons (group)	\$25	\$30
Swimming lessons (private)	\$50	\$60
Lifeguard Training Class	\$225	\$225
Swim Pass (15 admissions)	\$30	\$40
Pool Rental (2 hrs.) 0-50 people	\$150	\$225
Includes 1 Manager & 2 Lifeguards		
Pool Rental (3 hrs.) 0-50 people	\$225	\$300
Includes 1 Manager & 2 Lifeguards		
Additional Lifeguard (each)	\$30	\$30
If a party exceeds 50 people, 1 additional lifeguard is REQUIRED for every 25 people.		
<u>Facility/Activity</u>	<u>City Resident</u>	<u>Non-Resident</u>
Golf Course:		

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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
<u>Facility/Activity</u>	<u>City Resident</u>	<u>Non-Resident</u>
Recreation Center		
Adult Lap Swim	\$2.00	\$2.00
Aquatic & Group Fitness Classes	\$2.00	\$3.00
Aquatic & Group Class Pass (15 admissions)	\$20.00	\$35.00
Open Gym Activities	\$1.00	\$2.00
Senior Programs:		
Aquatic & Group Fitness	Free	\$1.00
Lap Swim	Free	\$1.00
Open Gym Activities	Free	\$1.00
Senior Games Practice	Free	Free
Rentals:		
Security Deposit	\$100.00	\$100.00
Conference Room Rental/hr	\$20.00	\$30.00
Multipurpose Room Rental/hr	\$40.00	\$60.00
Gym Rental / hr	\$60.00	\$90.00
Pool Rental – 2 hours	\$120.00	\$180.00
Pool Rental – 3 hours	\$180.00	\$270.00
• All pool rentals are limited to a maximum capacity of 30 persons		
• Each pool rental includes 1 Manager, 2 Lifeguards and the use of the party room for food and beverages		
Gatekeeper’s House	<u>City Resident</u>	<u>Non-Resident</u>
Security Deposit (refundable)	\$100.00	\$100.00
Non-Profit/Government Rate (per hour)	\$15.00	\$15.00
Daily Rate (per hour)	\$25.00	\$35.00
Downtown Farmers’ Market	Vendor	
Daily Fee (1 space)	\$5	
Daily Fee (2 Spaces)	\$15	
Running/Walking Events	Non-Profit Fee	Event Fee
Bicentennial Park Certified 5K Course	\$225.00	\$300.00
Memorial Park Certified 5K Course	\$300.00	\$400.00
Memorial Park Certified 10K Course	\$375.00	\$500.00
Non-Conforming Courses (need approval)	\$525.00	\$700.00

Note: Running/Walking Event fees are in additional to the Facility Rental Fees of each park.

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, 2022 and ending June 30, 2023, 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	880,224
30-810	Water Meter Operations	833,061
30-820	Water Supply and Treatment	5,005,458
30-830	Wastewater Treatment	3,797,066
30-840	Water Maintenance	1,536,103
30-850	Wastewater Maintenance	1,226,480
30-860	Technical Services	294,058
30-870	Systems Maintenance	4,507,736
30-880	Water Quality	863,194
Total Appropriations		18,943,380

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, 2022 and ending June 30, 2023:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Sale of Water	7,200,000
Sewer Charges	7,626,000
Sampling and Monitoring Fees	25,000
Surcharges	100,000
Septic Tickets / Hauled Waste / Septic Tank Discharges	43,000
Water and Sewer Connection Fees	62,550
Late & Return Check Fees	394,290
DWSRF Loan	2,705,240
Grants	615,000
Other Revenues	172,300
Total Estimated Revenues	18,943,380

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, 2022.

Water and Sewer Billing Department

<u>SERVICE</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
Monthly Cost		
Water Minimum Fee	\$15.58	\$38.95
Sewer Minimum Fee	\$23.37	\$58.52
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.	\$3.07	\$7.67
Sewer-per 100 cu. ft. over 150 cu. ft.	\$4.60	\$11.51
Water Only Service (metered)		
Minimum fee (includes 150 cf. usage)	15.58	\$38.95
Consumption Fee per 100 cf. over min	3.07	\$7.67
Sewer Only Service (metered)		
Minimum fee (includes 150 cf. usage)	\$23.37	\$58.52
Consumption Fee per 100 cf. over min	\$4.60	\$11.51
Sewer Only Service (non-metered avg 300 cf.)	\$30.28	\$75.69
Deposit for Service	\$140	\$160

Deposits on accounts are applied to final bill upon termination of service

Low Pressure Sewer System (per pump)	\$20	
Landfill Leachate Fee	\$1.39 per 100 cf	
Miscellaneous Fees:		
Return Check/Draft Fee	\$35	\$35
Partial Payment Fee	\$10	\$10
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		
¾” Complete Service	\$2,000	\$3,000
1” Complete Service	\$2,450	\$3,675
1 ½” Complete Service	\$4,100	\$6,150
2” Complete Service	\$4,200	\$6,300
¾” New Tap	\$1,000	\$1,500
1” New Tap	\$1,225	\$1,838
1 ½” New Tap	\$2,050	\$3,075
2” New Tap	\$2,100	\$3,150
¾” New Meter, Setter, Box	\$1,000	\$1,500
1” New Meter, Setter, Box	\$1,225	\$1,838
1 ½” New Meter, Setter, Box	\$2,050	\$3,075
2” New Meter, Setter, Box	\$2,100	\$3,150
¾” New Meter, existing svc.	\$250	\$375
1” New Meter, existing svc.	\$400	\$600
1 ½” New Meter, existing svc.	\$600	\$900
2” New Meter, existing svc.	\$750	\$1,125
Services not listed	Cost	Cost plus 50%
Sewer Tap Rates		
4” Complete Service	\$1,300	\$3,250
6” Complete Service	\$1,700	\$4,250
Services not listed	Cost	Cost plus 100%

Grinder Pump Station Install for low pressure sewer system inside City Limits: \$8000

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
Cadmium	\$20.00	Molybdenum	\$20.00
Chromium	\$20.00	Nickel	\$20.00
Copper	\$20.00	Selenium	\$20.00
Iron	\$20.00	Silver	\$20.00
Lead	\$20.00	Zinc	\$20.00

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

Water Resources Division Fees (continued)

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:

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

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

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

TOTAL GROSS BUDGET \$61,207,222

Adopted this the 28nd day of June 2022.

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

ATTEST:

/s/ Tammy M. Williams
Tammy M. Williams, CMC, Deputy City Clerk

6. Legal Services Items

**(a) Code of Asheboro Amendments Reflecting Rate/Fee Changes
Authorized in the Budget Ordinance for FY 2022-2023**

With the council's approval of the budget ordinance for FY 2022-2023, the city attorney recommended adoption, by reference, of an ordinance to amend the Code of Asheboro to reflect the revised rates/fees enacted as part of the annual budget.

Council Member Burks moved, and Council Member Bell seconded the motion, to adopt the following ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

ORDINANCE NUMBER 36 ORD 6-22

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**Ordinance to Amend the Code of Asheboro to Reflect Certain Fee/Rate Changes
Contained within the Adopted City of Asheboro Budget Ordinance for
Fiscal Year 2022 – 2023**

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, recyclables, and other operations conducted by the city's environmental services department; and

WHEREAS, during a special meeting on June 28, 2022, the Asheboro City Council adopted the City of Asheboro Budget Ordinance for Fiscal Year 2022-2023; and

WHEREAS, subsequent to the adoption of the budget ordinance, the Asheboro City Council decided to amend the Code of Asheboro to reflect certain fee/rate changes enacted as part of the budget ordinance.

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 city, 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 ~~\$13.91~~ **\$15.58** for water usage in the range of zero 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 ~~\$2.74~~ **\$3.07** per 100 cubic feet, or any portion thereof, in excess of 150 cubic feet of water (one cubic foot of water equals approximately seven and one-half gallons of water).

Section 2. Section 50.066 of the Code of Asheboro, which pertains to water rates outside the city 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 ~~\$34.78~~ **\$38.95** for water usage in the range of zero 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 ~~\$6.85~~ **\$7.67** per 100 cubic feet, or any portion thereof, in excess of 150 cubic feet of water (one cubic foot of water equals approximately seven and one-half gallons of water).

Section 3. Section 50.104 of the Code of Asheboro, which pertains to low pressure sewer systems, is hereby rewritten 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 \$8,000 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 ~~\$10~~ \$20 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, customers shall be subject to the following rules and regulations pertaining to negligence or misuse of the system/infrastructure:
 - (1) 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:
 - (a) Glass;
 - (b) Metal;
 - (c) Gravel, sand (including aquarium stone), and coffee grinds;
 - (d) Seafood shells;
 - (e) Socks, rags, or cloths;
 - (f) Plastic;
 - (g) Sanitary napkins or tampons;
 - (h) Disposable diapers;
 - (i) Kitty litter;
 - (j) Explosives;
 - (k) Flammable materials;
 - (l) Lubricating oil, grease, cooking oil, paint;
 - (m) Strong chemicals;
 - (n) Gasoline or diesel fuel; and
 - (o) Stormwater runoff.

- (2) 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 4. 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) below, 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 ~~\$17.18~~ **\$23.37** for water usage in the range of zero 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 (B), 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 ~~\$2.81~~ **\$4.60** 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 ~~\$42.95~~ **\$58.52** for water usage in the range of zero 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 (C), 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 ~~\$7.03~~ **\$11.51** per 100 cubic feet of water, or any portion thereof, used in excess of 150 cubic feet.
- (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~~ **\$23.37** 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~~ \$4.60 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~~ \$58.52 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~~ \$11.51 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~~ \$30.28 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~~ \$75.69 for each monthly billing cycle.

Section 5. 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 \$31.00 per regularly scheduled pick-up of a dumpster, ~~\$12.00~~ \$18.00 per month per solid waste disposal can, ~~\$2.00~~ \$5.00 per month for each recycling container, 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 per regularly scheduled pick-up. Additional pick-ups for commercial dumpsters shall be ~~\$40.00~~ \$44.00 per pick-up, and additional pick-ups for compaction dumpsters shall be \$54.00.

- (B) Dumpsters may be rented from the city by a commercial 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.
- (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) Cans provided exclusively by the city may be used as a substitute for dumpsters in areas approved by the environmental services department.
- (E) A one pick-up per week minimum is hereby established for any commercial customer using a dumpster.
- (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. 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 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 6. 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 ~~\$12.00~~ **\$18.00** per month for each solid waste disposal container provided by the city and assigned to a residential dwelling, ~~\$2.00~~ **\$5.00** per month for each recycling container provided by the city and assigned to a residential dwelling, and \$31.00 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.
- (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. 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) 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.
- (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 environmental services department until the unacceptable materials are removed.
- (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 7. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 8. This Ordinance shall take effect and be in full force from and after July 1, 2022.

This Ordinance was adopted by the Asheboro City Council in open session during a special meeting held on June 28, 2022.

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

ATTEST:

/s/ Tammy M. Williams
Tammy M. Williams, CMC, Deputy City Clerk

(b) Interlocal Agreement for Law Enforcement Dispatch Services

City Attorney Jeff Sugg presented an interlocal agreement for law enforcement dispatch services between the city and Randolph County. The issue of law enforcement dispatch services has been addressed by the city and county with an interlocal agreement for a number years. The agreement presented by the city attorney has been updated to reflect pricing changes, but the services provided under the agreement remain the same.

The police department has no objections to the proposed agreement. The city attorney recommended approval of the agreement.

Council Member Heath moved, and Council Member Bell seconded the motion, to approve/adopt the following agreement by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

**INTERLOCAL AGREEMENT FOR
LAW ENFORCEMENT DISPATCH SERVICES**

This Interlocal Agreement (this “**Agreement**”) is made and entered into as of the date of the last signature affixed hereto, by and between the City of Asheboro (“**CITY**”) and Randolph County (“**COUNTY**”). (CITY and COUNTY are hereinafter collectively referred to as the “**Parties.**”)

WITNESSETH:

THAT WHEREAS, CITY desires to enter into a contract with COUNTY for it to provide law enforcement dispatch services for the CITY’s police department.

WHEREAS, COUNTY desires to provide CITY with law enforcement dispatch services on the terms and conditions provided herein.

NOW, THEREFORE, the Parties do agree and contract as follows:

ARTICLE 1. TERM OF AGREEMENT

1.1 Term of Agreement. The term of this Agreement is for one (1) year beginning on July 1, 2022 and terminating on June 30, 2023.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS AND SERVICES TO BE PROVIDED BY THE RANDOLPH COUNTY

2.1 Independent Contractor Status. At all times when COUNTY and its personnel are rendering services pursuant to this Agreement they shall have the status of independent contractors

with respect to CITY. The personnel provided for herein shall at all times be employees of COUNTY and not be employees of CITY. COUNTY shall be solely responsible for the supervision, control, and discipline of its personnel and for the direction of their work activities and assignments. COUNTY shall be solely responsible for the compensation of the personnel including all employee benefits. COUNTY shall be solely responsible for any injury to its personnel and their property.

2.2 Training, Equipping, Supervising, Credentialing. COUNTY is responsible for training, equipping, supervising, and credentialing the personnel provided for herein in a manner that complies with all applicable laws and rules and ensures that they are able to perform services under this Agreement.

2.3 Services to be Provided by COUNTY. COUNTY shall provide law enforcement dispatch services for CITY as provided in Attachment A, Scope of Services, attached to this Agreement and fully incorporated herein by reference.

ARTICLE 3. OBLIGATIONS OF CITY

3.1 Compensation. CITY shall pay COUNTY wages and associated benefits for four (4) full-time telecommunicator positions as provided in paragraph (a) below.

(a) CITY shall remit to COUNTY monthly the sum of Twenty-Two Thousand Nineteen and 42/100 Dollars (\$22,019.42) for services rendered pursuant to this Agreement.

(b) In no event shall the amount remitted by the CITY under this Agreement be more than Two Hundred Sixty-Four Thousand Two Hundred and Thirty-Three and no/100 Dollars (\$264,233.00).

ARTICLE 4. GENERAL PROVISIONS

4.1 Time of Essence. Time is of the essence in performing all obligations under this Agreement.

4.2 Compliance with Laws: COUNTY shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its activities, including those of federal, state, and local agencies having jurisdiction or authority.

4.3 Subcontracting. COUNTY shall not subcontract the performance of its obligations.

4.4 Termination. Either Party may terminate this Agreement at any time by giving one hundred twenty (120) days' notice in writing to the other Party. Upon such termination, CITY shall pay COUNTY for unpaid services completed.

4.5 Assignment. COUNTY shall not assign this Agreement or any interest herein.

4.6 Amendments: This Agreement shall not be amended orally or by performance, but only by written amendments executed by the COUNTY and CITY.

4.7 Entire Agreement: This Agreement, including any exhibits hereto, is the entire agreement between the Parties and supersedes all prior oral or written communications and agreements.

4.8 Survival Clause. The following shall survive the termination or expiration this Agreement: (a) all obligations and liabilities that accrue under this Agreement before the termination or expiration of this Agreement, (b) all obligations under this Agreement to provide reports, documentation, or information to the other Party or to third parties, (c) all indemnity obligations imposed by this Agreement, (d) all provisions of this Agreement that impose an obligation after termination or expiration of this Agreement, and (e) all obligations under this Agreement which by their nature or context are intended to be performed after the termination or expiration of this Agreement.

4.9 Iran Divestment. Pursuant to N.C. Gen. Stat. §147-86.59, the Parties each certify that it is not identified on a list created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. §147-86.58 as a person engaging in investment activities in Iran. Contractor further certifies that in the performance of this Contract it shall not use any contractor or subcontractor that is identified on such a list.

4.10 E-Verify. Each party to this Agreement hereby attests that it currently complies with and shall continue to comply with, for the duration of this Agreement, Article 2 of Chapter 64 of the North Carolina General Statutes (commonly referred to as “E-Verify”) and further attests that it ensures and continues to ensure that any subcontractors utilized by said party also comply with said Article.

IN WITNESS WHEREOF, CITY and COUNTY have each executed this Agreement in duplicate originals.

COUNTY OF RANDOLPH

(SEAL)

Attest:

By: _____

**Darrell L. Frye, Chairman
Randolph County Board of
Commissioners**

Dana Crisco, Clerk to the Board

I, _____, a Notary Public of the County of Randolph, State of North Carolina, do hereby certify that Dana Crisco, who is personally known to me, appeared before me this day and acknowledged that she is the Clerk to the Board for the County of Randolph and that, by authority duly given and as the act of the County of Randolph, the foregoing instrument was voluntarily executed on behalf of the County by Darrell L. Frye, the Chairman of its Board of Commissioners, sealed with the County’s corporate seal, and attested by her as Clerk to the Board for the purposes stated therein.

Witness my hand and official stamp or seal, this _____ day of _____, 2022.

Notary Public

My Commission expires: _____.

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

William Massie, Finance Officer
Randolph County

CITY OF ASHEBORO

(SEAL)

Attest:

By: _____

**David H. Smith, Mayor
City of Asheboro**

Holly H. Doerr, City Clerk

I, _____, a Notary Public of the County of Randolph, State of North Carolina, do hereby certify that Holly H. Doerr, who is personally known to me, appeared before me this day and acknowledged that she is the City Clerk for the City of Asheboro and that, by authority duly given and as the act of the City of Asheboro, the foregoing instrument was voluntarily executed on behalf of the City by David H. Smith, the Mayor, sealed with the City's seal, and attested by her as Clerk for the purposes stated therein.

Witness my hand and official stamp or seal, this _____ day of _____, 2022.

Notary Public

My Commission expires: _____.

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

ATTACHMENT A SCOPE OF SERVICES

1. Answer incoming non-emergency seven-digit telephone line calls for the cities and towns – assisting callers with related questions or issues.
2. Provide safety checks for the officers via radio while on calls, traffic stops, follow-up investigations, etc.
3. Provide cross-communication functions with other public-safety agencies and coordinate appropriate actions to assist the field officers.
4. Contact the Magistrate or other (outside) public-safety officers to assist with related calls or needs within the CITY.
5. Arrange locations for officers to meet other outside officers regarding warrant, suspect, or detainee transactions.
6. Provide cross-communication and coordination with outside agencies and provide constant radio contact with all agencies involved during a vehicle or foot pursuit as it enters or exits the CITY limits.
7. Call utility services, business/property owners, alarm companies, etc... as needed and/or requested by field officers.
8. Call wrecker services and maintain wrecker rotation log for the CITY-approved wrecker services.
9. Radio log all movements and actions of all officers to include traffic stops, business/property checks, meal breaks, funeral processions, school traffic, suspicious person or vehicle checks (officer initiated), etc.
10. Provide requested services for any officer initiated actions not involving a call entry.
11. Division of Criminal Information services provided 24/7:
 - Local, state, national and international wanted checks, to include (NCAWARE, NCIC & III)
 - Communicating with other agencies to arrange pick-up, delivery, or to serve an individual who is wanted and to arrange extradition
 - Provide entries for:
 - Missing/wanted persons
 - Endangered or runaway
 - Stolen vehicles, securities, articles or items
 - Sending attempt to locate messages to other public-safety agencies around the state or nation.
 - Provide clears for:
 - Missing/wanted persons
 - Stolen vehicles, securities, articles, or items
 - Conducting hit confirmations and locate services
 - Entering and/or clearing Silver, Blue and Amber Alerts.

- Inquiries for valid / invalid concealed carry notifications.
 - Inquiries for driver history / vehicle owner history & identification
 - Inquiries for guns and other registered weapons
 - Accurately maintain the dispatch DCI audit of records for all transactions under the appropriate DCI terminal.
 - Provide officer with appropriate print-outs of driving histories, vehicles histories, criminal histories and the like.
12. Allow citizens to use the 9-1-1 system to report and for a Telecommunicator to provide answering services for animal control, water/sewer, street department, or traffic signal malfunctions (owned by the CITY), or other CITY-specific services after-hours, on weekends and holidays.
 13. Contact on-call detectives, alert team, fleet maintenance, and traffic officers after-hours.
 14. Maintain audio recordings of all radio traffic on the two primary radio channels for court and public documentation purposes.
 15. Provide one additional Telecommunicator during driver check-points.

(c) City of Asheboro Employee Policies and Procedures Manual Revision

The city attorney discussed a revision to the city's employee policies and procedures manual that has been approved by the city manager in order to assist city divisions and departments in their efforts to recruit and retain talented employees in a challenging labor market. The manager's revision to the manual requires the governing board's concurrence and the delegation of authority for the manager to approve innovative supplemental compensation plans as part of employee recruitment and retention efforts.

Mr. Sugg recommended granting the requested concurrence and delegation of authority by means of adopting the resolution of concurrence printed below. In response, Council Member Heath moved, and Council Member Bell seconded the motion, to approve the following resolution. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 17 RES 6-22

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION EXPRESSING CONCURRENCE WITH REVISIONS TO THE
EMPLOYEE POLICIES AND PROCEDURES MANUAL**

WHEREAS, the City of Asheboro Employee Policies and Procedures Manual (formerly known as the City of Asheboro Personnel Policies and Procedures Manual and hereinafter referred to as the "Manual"), which was originally promulgated by the city manager and approved by resolution of the Asheboro City Council on March 4, 2004, has to be updated on a regular basis; and

WHEREAS, the city manager periodically receives recommendations from the human resources director and other members of the city management team to update the Manual by eliminating areas of ambiguity and integrating best practices in the field of municipal administration; and

WHEREAS, in response to recommendations received subsequent to January 10, 2022, which was the effective date of the last revision to the Manual, the city manager approved the revision of the Manual's Article I (Unified Human Resources System), Section 4 (Supplementary Policies) in order to help the city departments successfully navigate the current challenges in recruiting additional talented individuals to join the city workforce; and

WHEREAS, the Asheboro City Council has concluded that the city manager's actions to update the Manual as stated herein are supportive of the governing board's goal to create a positive work environment for municipal employees and thereby facilitate excellence in the provision of municipal services to the citizens of Asheboro.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, effective July 1, 2022, the governing board hereby concurs with the city manager's decision to rewrite Section 4 in Article I of the Manual as follows:

SECTION 4: SUPPLEMENTARY POLICIES

Any and all municipal/departmental policies that are not contained herein and that impact the uniform human resources system administered by the City of Asheboro shall be subordinate to the policies found in this manual. In the event of a conflict, the policies found in the City of Asheboro Employee Policies and Procedures Manual shall control. Divisions/departments may develop supplemental policies and procedures to meet their unique personnel requirements. Such supplemental policies must be approved by the human resources director and the city manager. By way of illustration and not limitation, division/department leadership teams may develop, subject to the written approval of the human resources director and the city manager, financial incentives that are offered, in addition to the compensation provided in accordance with Article III of this manual, for the purpose of incentivizing potential or current employees to enhance their education, skills, and abilities in a manner found by the city management team to facilitate excellence in the provision of municipal services; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, effective July 1, 2022, the governing board hereby delegates to the city manager the authority, to the limited degree such a delegation of authority is needed, to successfully implement the incentive payments contemplated by the revision contained within the immediately preceding paragraph; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that all articles, sections, and provisions contained within the Manual that are not clearly and unmistakably referenced by this instrument are unaffected by this Resolution and remain, without alteration, in full force and effect.

This Resolution was adopted by the Asheboro City Council in open session during a special meeting held on June 28, 2022.

/s/ David H. Smith

David H. Smith, Mayor

ATTEST:

/s/ Tammy M. Williams
Tammy M. Williams, CMC, Deputy City Clerk

(d) Settlement of a Civil Action (File No. 19 CVS 2505)

The city attorney discussed the council's approval of a final decision document in 2019 that authorized the issuance of conditional use permit allowing an industrial development on the north side of Vision Drive. This land use approval was granted under city file number CUP-19-09.

A neighboring property owner challenged this land use approval by filing a petition for a writ of certiorari. This civil action is identified in the court system by file number 19 CVS 2505.

The applicant for the conditional use permit and the neighboring property owner have engaged in mediation and entered into a settlement agreement that, if approved, will lead to the dismissal of the civil action. City personnel did not participate in the mediation, but the city's entry into the settlement agreement is needed because, pursuant to state law, the city is a named party in the pending civil action identified by file number 19 CVS 2505.

June 28, 2022

There being no further business, the meeting was adjourned at 7:27 p.m.

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