SPECIAL MEETING NOTICE
CITY COUNCIL OF THE CITY OF ASHEBORO

MEETING DATE:	**MONDAY, JUNE 26, 2023**
MEETING TIME:	**7:00 P.M.**
LOCATION:	**COUNCIL CHAMBER ON THE 2ND FLOOR OF ASHEBORO CITY HALL, 146 NORTH CHURCH STREET, ASHEBORO, NORTH CAROLINA 27203**

At 7:00 p.m. on Monday, June 26, 2023, the Asheboro City Council will convene for a special meeting in the council chamber located on the 2nd floor of Asheboro City Hall, 146 N. Church Street, Asheboro, North Carolina 27203. The following meeting agenda items will be considered and acted upon:

1. FY 2022-2023 budget ordinance and project ordinance amendment(s);

2. Final action on the proposed City of Asheboro Budget Ordinance for the upcoming fiscal year (FY 2023-2024);

3. An interlocal agreement with Randolph County for law enforcement dispatch services during FY 2023-2024;

4. Code of Asheboro amendment(s) reflecting fee/rate changes; and

5. Consideration of the Asheboro Housing Authority's interest in applying through the City of Asheboro for grant funding for capital needs of the CASPN Homes apartments.

This city council meeting will be conducted in open session, and anyone who wishes to attend the meeting is welcome. This meeting notice was issued on the 21st day of June, 2023.

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

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SPECIAL MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
MONDAY, JUNE 26, 2023
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) – Council Members Present
William N. McCaskill)
Walker B. Moffitt)
Charles A. Swiers)

Jane H. Redding) – Council Member Absent

John H. Ogburn, III, City Manager
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Jeffrey C. Sugg, City Attorney

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. Final Action on the City of Asheboro Budget Ordinance for FY 2023-2024

Finance Director Deborah Reaves presented an overview of the proposed budget ordinance for fiscal year 2023-2024. The proposed budget is balanced at $71,552,634.

During her presentation, Ms. Reaves highlighted some amendments that have been made since the original presentation of the operating budget during the public hearing on June 15, 2023. The amendments include, but are not limited to, the property tax rate of $0.71 per $100 valuation, and a 5% cost of living adjustment for all city employees. Additionally, some projects that were originally proposed for the enhancement of McCrary Park have been put on hold. Ms. Reaves recommended the adoption of the proposed budget ordinance for fiscal year 2023-2024.

After some discussion, Council Member Bell moved, and Council Member Moffitt seconded the motion to adopt the following budget ordinance by reference. Council Members Bell, Burks, Heath, Moffitt, and Swiers voted aye. Council Member McCaskill voted no.

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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, 2023 and ending June 30, 2024, in accordance with the chart of accounts heretofore established for this City:

ACCOUNT	DEPARTMENT OR FUNCTION	APPROPRIATION
10-410	Mayor and Governing Body	137,690
10-420	City Manager's Office	292,937
10-440	Finance Office	719,299
10-450	Legal & City Clerk	210,008
10-480	Information Technology	735,630

10-490	Planning/Community Development	1,256,186
10-500	Municipal Building Headquarters	210,100
10-510	Police Department	12,115,810
10-530	Fire Department	8,346,930
10-540	Building Inspections Department	294,891
10-545	Fire Inspections Department	318,173
10-550	Operations Division - Public Works	1,153,688
10-555	Fleet Maintenance	2,306,923
10-565	Street Maintenance	4,784,832
10-575	City Engineer Office	671,286
10-580	Environmental Services	2,841,203
10-590	Human Resources	555,248
10-610	Economic Development / Community Support	1,362,000
10-615	Arts & Cultural Services	705,306
10-620	Recreation Services	4,220,352
10-623	Zoo City Sportsplex	1,091,435
10-625	Municipal Golf Course	243,142
10-630	Library	642,170
10-640	Facilities Maintenance	3,261,480
10-650	Airport Authority	260,350
	Total Appropriations	48,737,069

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

DESCRIPTION	AMOUNT
Ad Valorem Taxes (Real)	22,482,710
Ad Valorem Taxes (Vehicle)	1,503,377
Tax Interest	27,314
Tax on Short Term Rental Vehicles	35,234
Solid Waste Disposal Tax	15,060
ABC Board Revenue	572,413
Beer & Wine Tax Revenue	111,182
Concessions and Merchandise	63,114
Contracted Maintenance NCDOT	21,602
Utilities Franchise Tax - State	2,496,797
Powell Bill Allocation - State	761,019
Local Sales Tax & Hold Harmless Funds	11,624,094
Building Permits	139,252
Inspection Fees	92,000
Rezoning Fees	23,190
Hangar Rent	46,354
Charges for Services – Refuse / Recycle Collection	2,773,820
Recreation Program Revenues	574,471
Proceeds of Lease Purchase Financing	557,846
Sale of Property / Assets	827,000
Reimbursement from Asheboro City Schools –SRO Officers	274,722
US Treasury Funds / Vice & Narcotics Funds	137,439
Randolph County Contribution to McCrary Ballpark	500,000
State Grants	1,900,000
Fund Balance Allocation	817,960
All Other Revenues	359,099
Total Estimated Revenues	48,737,069

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

This rate is based on a total valuation of property for the purposes of taxation of $3,446,160,491and an estimated rate of collection of 98%.

There is a recommended Fund Balance appropriation in the recommended 2023-2024 budget for expenses re-encumbered from the 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, 2023.

Sanitation Department Fees:

DESCRIPTION	AMOUNT
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	$33
Above Dumpsters billed monthly 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
Residential Dumpster Rent / per month	$21
Commercial Dumpster Rent / per month	$25
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*	$15
*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:

DESCRIPTION	AMOUNT
Tipping Fee per Ton	$48

Planning Department Fees:

DESCRIPTION	AMOUNT
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.

DESCRIPTION	AMOUNT
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

CHANGE OUTS	AMOUNT
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.

Facility/Activity		City Resident	Non-Resident
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
Facility/Activity		City Resident	Non-Resident
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
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

Facility/Activity	City Resident	Non-Resident
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

Facility/Activity	City Resident	Non-Resident
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)		
If a party exceeds 50 people, 1 additional lifeguard is REQUIRED for every 25 people.	$30	$30

Facility/Activity	City Resident	Non-Resident
Golf Course:		
Walking Only	$8	$10
Riding 9 holes- w/ green fees	$15	$18
Riding 18 holes- w/ green fees	$21	$25
Twilight (after 3pm) 18 holes w/ green fees	$16	$20
Membership Fees		
Junior (Summer June-August)	$75	$125
Individual	$365	$465
Senior	$290	$390
Senior Couple	$475	$575
Family	$600	n/a
Member Cart Fees		
Nine holes	$6	$7
Eighteen holes	$11	$13
Disk Golf Course		
Tournament Rental per day (8 hrs.)	$100	$175

Facility/Activity	City Resident	Non-Resident
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	City Resident	Non-Resident
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, 2023 and ending June 30, 2024, in accordance with the chart of accounts heretofore established for this City:

ACCOUNT	DEPARTMENT OR FUNCTION	APPROPRIATION
30-720	Billing and Collection	878,028
30-810	Water Meter Operations	982,749
30-820	Water Supply and Treatment	4,390,896
30-830	Wastewater Treatment	3,864,468
30-840	Water Maintenance	2,129,566
30-850	Wastewater Maintenance	1,672,674
30-860	Technical Services	422,148
30-870	Systems Maintenance	7,611,380
30-880	Water Quality	863,656
	Total Appropriations	22,815,565

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, 2023 and ending June 30, 2024

DESCRIPTION	AMOUNT
Sale of Water	7,428,138
Sewer Charges	7,845,665
Sampling and Monitoring Fees	25,000
Surcharges	100,000
Septic Tickets / Hauled Waste / Septic Tank Discharges	43,000
Water and Sewer Connection Fees	168,781
Late & Return Check Fees	500,000
DWSRF Loan	4,960,000
Grants	28,000
Proceeds from Lease Purchase	817,000
Other Revenues	899,981
Total Estimated Revenues	22,815,565

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, 2023.

Water and Sewer Billing Department

SERVICE	INSIDE CITY	OUTSIDE CITY
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	$25	235
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

SERVICE	INSIDE CITY	OUTSIDE CITY
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	$17.00
Alkalinity	$12.00	Total Kjeldahl Nitrogen	$27.00
Ammonia Nitrogen	$20.00	Phosphorus - Total	$17.00
BOD (5-day)	$27.00	Phosphorus - Ortho	$15.00
Chlorine	$10.00	pH & Temperature	$8.00
ULR Chlorine	$15.00	Total Solids	$10.00
Chloride	$15.00	Total Suspended Solids	$12.00
COD	$25.00	Settleable Solids	$8.00
Conductivity	$12.00	Sulfate	$15.00
Cyanide	$33.00	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	Mercury	$30.00
Antimony	$20.00	Molybdenum	$20.00
Arsenic	$20.00	Nickel	$20.00
Cadmium	$20.00	Selenium	$20.00
Chromium	$20.00	Silver	$20.00
Cobalt	$20.00	Tin	$20.00

Copper	$20.00	Titanium	$20.00
Iron	$20.00	Vanadium	$20.00
Lead	$20.00	Zinc	$20.00
Manganese	$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)	$100.00	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	$0.07
TSS	300 mg/l	$0.40
TKN	45 mg/l	$1.47

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 $71,552,634

Adopted this the 26th day of June 2023.

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

ATTEST:

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

3. Consent Agenda

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

(a) Fiscal Year 2022-2023 budget ordinance and project ordinance amendment(s).

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**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2022-2023**

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 revenue line item be decreased:

Account #	Description	Increase / (Decrease)
10-000-399.0000	FUND BALANCE ALLOCATION	(2,810,000)

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

Account #	Description	Increase / (Decrease)
10-440-502.0000	SALARIES AND WAGES	17,000
10-440-507.0004	FRINGE-INSURANCE	2,000
10-450-502.0000	SALARIES AND WAGES	(29,000)
10-450-507.0002	FRINGE-FICA	(2,000)
10-450-507.0005	FRINGE-RETIREMENT	(3,000)
10-480-535.0003	2 FACTOR AUTHENT SOFTWARE	(18,000)
10-480-545.0002	CONTRACTED SERVICES-DOWNTOWN WIRELESS	(4,000)
10-480-553.0001	SUBSCRIPTION - EMAIL ARCHIVING	(25,000)
10-490-512.0000	PRINTING AND PUBLISHING	(3,000)
10-490-522.0000	PROF SERVICES	(74,000)
10-490-532.0000	GRANTS	(49,000)

10-490-551.0000	COMMUNITY REDEVMT	(100,000)
10-490-556.0000	COMMUNITY DEVELOPMENT	(39,000)
10-490-572.0000	CONTRIB TO ED FUND	(150,000)
10-500-515.0000	MAINT & REPAIR-BUILDING	(18,000)
10-500-515.0002	MAINT & REPAIR- PARKING	(65,000)
10-510-502.0000	SALARIES AND WAGES	(505,000)
10-510-502.0003	SPECIAL SEPARATION ALLOWANCE	(30,000)
10-510-507.0002	FRINGE-FICA	(37,000)
10-510-507.0005	FRINGE-RETIREMENT	(25,000)

Account #	Description	Increase / (Decrease)
10-530-502.0000	SALARIES AND WAGES	(89,000)
10-530-502.0001	OVERTIME EXPENSE	(32,000)
10-530-515.0000	MAINT & REPAIR - BLDG	(38,000)
10-530-545.0000	CONTR MAINT AND REPAIR	(40,000)
10-530-553.0001	TECH EQ SOFTWARE SUBSCRIPTION	(20,000)
10-530-560.0000	SMALL EQUIPMENT - NON CAP	(10,000)
10-530-581.0000	PRINC ON LT DEBT	(27,000)
10-540-502.0000	SALARIES AND WAGES	3,000
10-540-507.0004	FRINGE-INSURANCE	3,000
10-540-509.0000	WORKERS COMPENSATION	3,000
10-540-509.0001	INSURANCE	2,000
10-540-574.0000	CAPITAL OUTLAY-EQUIPMENT	2,000
10-545-502.0000	SALARIES & WAGES	(18,000)
10-550-502.0001	OVERTIME EXPENSE	(1,000)
10-550-502.1000	SALARIES- PART TIME	(11,000)
10-550-509.0000	WORKERS COMPENSATION	(16,000)
10-550-515.0000	MAINT & REPAIR-BUILDING	(5,000)
10-555-502.0000	SALARIES AND WAGES	30,000
10-565-534.0002	OTHER SUPPLIES-ASPHALT	(157,000)
10-575-522.0000	PROFESSIONAL SERVICES	(198,000)
10-580-502.0000	SALARIES AND WAGES	(104,000)
10-580-531.0001	GAS OIL TIRES-HAULING OP	(10,000)
10-590-506.0000	UNALLOCATED PAY PLAN CHANGES	(100,000)
10-590-516.0000	MAINTENANCE & REPAIR - EQUIP	(3,000)
10-590-522.0000	PROFESSIONAL SERVICES	(7,000)
10-590-522.0001	PROFESSIONAL SERVICES-WELLNESS	(5,000)
10-615-502.0000	SALARIES & WAGES	(45,000)
10-615-515.0001	MAINT AND REPAIR-SUNSET THEATRE	(30,000)
10-620-502.1000	SALARY-SEASONAL & PT	(46,000)
10-620-512.0500	OTHER PROGRAMS	(5,000)
10-620-513.0700	UTILITIES, FUEL, LIGHTS - ZCSP	(35,000)
10-620-515.0001	MAINT & REPAIR- NA POOL	(20,000)
10-620-515.0003	MAINT & REPAIR - MCCRARY PARK	(10,000)
10-620-515.0700	MAINT & REPAIR - TENNIS STADIUM	(50,000)
10-620-522.0000	PROF SERVICES	(40,000)

Account #	Description	Increase / (Decrease)
10-625-513.0000	UTILITIES, FUEL & LIGHTS	7,000
10-625-534.0000	SUPPLIES AND MATERIALS	1,000
10-630-515.0000	MAINTENANCE AND REPAIR-BUILDING	(173,000)
10-630-522.0000	PROFESSIONAL SERVICES	(26,000)
10-640-502.0000	SALARIES AND WAGES	(121,000)

10-640-503.0000	CONTRA- SALARIES / FRINGE	(182,000)
10-650-522.0000	PROFESSIONAL SERVICES	(30,000)
TOTAL EXPENDITURES		(2,810,000)

Adopted this 26th day of June 2023

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

ATTEST:

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

43 ORD 6-23

ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2022-2023

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

WHEREAS the City Council of the City of Asheboro wants to be 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 item be decreased:

Account #	Description	Increase / (Decrease)
30-000-399.0000	FUND BALANCE ALLOCATION	(140,750.00)

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

Account #	Description	Increase / (Decrease)
30-720-507.0004	FRINGE-INSURANCE	7,500.00
30-720-546.0000	LEASE KIOSK & MALL	(61,333.00)
30-810-507.0004	FRINGE-INSURANCE	12,133
30-810-534.0000	OTHER SUPPLIES AND MATERIALS	49,200.00
30-820-507.0004	FRINGE-INSURANCE	22,000.00
30-830-507.0004	FRINGE-INSURANCE	25,000.00
30-840-507.0004	FRINGE-INSURANCE	28,000.00
30-850-502.0000	SALARIES AND WAGES	20,000.00
30-850-502.0001	OVERTIME	12,000.00
30-850-507.0004	FRINGE-INSURANCE	27,000.00
30-850-546.0000	CONTRACTED MAINTENANCE	10,000.00
30-860-507.0004	FRINGE-INSURANCE	5,000.00
30-870-507.0004	FRINGE-INSURANCE	23,000.00
30-870-545.0000	CONTRACTED SERVICES	(331,250.00)
30-880-507.0004	FRINGE-INSURANCE	11,000.00
		(140,750.00)

Adopted this 26th day of June 2023.

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

ATTEST:

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

44 ORD 6-23

ORDINANCE TO AMEND AND CLOSE
THE AIRPORT IMPROVEMENTS FUND (#66)
FY 2022-2023

WHEREAS, the City of Asheboro has completed the various improvements outlined in the Airport Improvements Fund I, Project fund #66.

WHEREAS, with all revenues and expenditures accounted for in the project, the City Council of the City of Asheboro wishes to amend the budget and close the project as required by law to adjust for final 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

That the following expense line items are increased / decreased:

ACCT#	Description	BUDGET TO DATE	AMENDMENT	FINAL BUDGET
66-000-890.9451-66	PMT TO CONTR-APAC	1,523,183.00	(17,125.83)	1,506,057.17
66-000-890.9453-66	PMT TO CONTR-TERRY TUCKER	157,459.00	17,126.86	174,585.86
66-000-900.9040-66	PROFESSIONAL SERVICES	21,928.00	2,992.85	24,920.85
66-000-900.9450-66	PMT TO CONTR-APAC	144,740.00	(2,993.85)	141,746.15
66-000-940.9040-66	PROFESSIONAL SERVICES	31,950.00	5,150.00	37,100.00
66-000-940.9050-66	ADMINISTRATION	-	501.65	501.65
66-000-940.9450-66	PMT TO CONTR-APAC	134,540.00	(29,458.97)	105,081.03
66-000-940.9451-66	PAYMENT TO CONTRACTOR	-	23,984.32	23,984.32
66-000-940.9570-66	CONTINGENCY	177.00	(177.00)	-
66-000-950.9050-66	ADMINISTRATION	-	8.68	8.68
66-000-950.9450-66	PAYMENT TO CONTRACTOR	86,788.00	2,466.92	89,254.92
66-000-950.9710-66	CAPITAL OUTLAY- LAND	48,000.00	(2,476.05)	45,523.95
66-000-960.9050-66	ADMINISTRATION	500.00	18.62	518.62
66-000-960.9450-66	PAYMENT TO CONTRACTOR	159,667.00	(18.62)	159,648.38
66-000-970.9040-66	ENGINEERING SERVICES	154,495.00	(15,513.13)	138,981.87
66-000-970.9050-66	ADMINISTRATION	2,288.00	(300.59)	1,987.41
66-000-970.9450-66	CONSTRUCT AND PROJ IMPROV	327,718.00	(32,754.05)	294,963.95
66-000-980.9450-66	CONSTRUCT AND PROJ IMPROV	420,142.00	(6,800.50)	413,341.50
66-000-981.9450-66	REFORESTATION 1-2017	14,000.00	(1,046.00)	12,954.00
66-000-981.9451-66	PAVING PARKING LOT	47,000.00	(115.00)	46,885.00
66-000-981.9452-66	OTHER CONTRACTED SERVICES	36,454.00	(454.00)	36,000.00
66-000-981.9453-66	LAND PURCHASE-VACANT LOT-JONES	22,825.00	165.43	22,990.43
66-000-981.9454-66	LAND PURCHASE AND MOVING-JONES	162,350.00	(79,625.00)	82,725.00
66-000-981.9456-66	LAND PURCHASE CLOSING COSTS	6,000.00	59,863.38	65,863.38
66-000-981.9500-66	LAND ACQUISITION ASSISTANCE	61,143.00	15,465.47	76,608.47
66-000-981.9600-66	ALP UPDATE	195,312.00	(7,117.00)	188,195.00
66-000-982.9040-66	ENGINEERING	50,000.00	(50,000.00)	-
66-000-982.9050-66	ADMINISTRATION	109,000.00	89,645.56	198,645.56
66-000-982.9450-66	CONSTRUCTION (13.1)	695,476.00	(85,069.69)	610,406.31

ACCT#	Description	BUDGET TO DATE	AMENDMENT	FINAL BUDGET
66-000-982.9501-66	DESIGN/ BID (APRON / HANGAR REHAB)	109,000.00	(109,000.00)	-
66-000-982.9502-66	AIRFIELD LIGHTING	183,400.00	101,462.73	284,862.73
66-000-984.9050-66	ADMINISTRATION	1,200,000.00	(231,059.60)	968,940.40
66-000-985.9740-66	CAPITAL OUTLAY-TRACTOR	90,000.00	(11,335.24)	78,664.76
66-000-981.9457-66	TSF TO GENERAL FUND	345,990.00	363,587.65	709,577.65
	TOTAL		-	

Adopted this the 26th day of June 2023.

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

ATTEST:

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

45 ORD 6-23

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2022-2023

WHEREAS The City Council of the City of Asheboro desires to amend the budget as required by law to adjust for changes in revenues in comparison to the current fiscal year adopted budget because of the closure of the Airport Improvement Fund (#66) and the transfer of surplus budget allocations in the project fund back to the General Fund.

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 item be increased / (decreased):

Account #	Expense Description	increase / (decrease)
10-000-399.0000	Fund Balance Allocation	(352,100)
10-000-360.0007	Contribution from Capital Project (66)	352,100
	Total Increase / (Decrease)	0

Adopted this 26th day of June 2023

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

ATTEST:

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

(b) Interlocal Agreement with Randolph County for Law Enforcement Dispatch Services during FY 2023-2024

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. <u>TERM OF AGREEMENT</u>

1.1 <u>Term of Agreement</u>. The term of this Agreement is for one (1) year beginning on July 1, 2023 and terminating on June 30, 2024.

ARTICLE 2. <u>INDEPENDENT CONTRACTOR STATUS AND SERVICES TO BE PROVIDED BY THE RANDOLPH COUNTY</u>

2.1 <u>Independent Contractor Status</u>. 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 <u>Training, Equipping, Supervising, Credentialing</u>. 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 <u>Services to be Provided by COUNTY</u>. 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. <u>OBLIGATIONS OF CITY</u>

3.1 <u>Compensation</u>. 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 One Hundred Thirty-Three and 67/100 Dollars ($22,133.67) 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-Five Thousand Six Hundred and Four and no/100 Dollars ($265,604).

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 _______________, 2023.

____
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 _______________, 2023.

____
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) An Ordinance Amending the Code of Asheboro to Reflect the Fee/Rate Changes Noted within the Budget Ordinance for FY 2023-2024

ORDINANCE NUMBER 46 ORD 6-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Ordinance to Amend the Code of Asheboro to Reflect Certain Fee/Rate Changes Noted within the City of Asheboro Budget Ordinance for Fiscal Year 2023 – 2024

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 26, 2023, the Asheboro City Council adopted the City of Asheboro Budget Ordinance for Fiscal Year 2023-2024; and

WHEREAS, during the above-referenced special meeting, the Asheboro City Council also decided to amend the Code of Asheboro to enact certain fee/rate changes reflected within the budget ordinance.

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

Section 1. Section 51.22 of the Code of Asheboro, which pertains to the placing of materials for special collection, is hereby rewritten to provide as follows:

§ 51.22 PLACING OF MATERIALS FOR SPECIAL COLLECTION

(A) The City Environmental Services Department (formerly known as the Sanitation Department and referred to as the "Department" throughout the remainder of this section), by means of knuckle boom trucks, will collect yard waste and construction and demolition material/building material waste in accordance with the provisions of this division.

(1) As used within this section, the term YARD WASTE shall be deemed to consist of grass trimmings, brush, scrub vegetation, tree limbs, and other similar organic material not otherwise addressed by this chapter. Due to the fact that all yard waste will be collected with a knuckle boom truck, no such waste shall be placed for collection in a container or in any other manner that is contrary to the provisions of this division. The first two scoops of yard waste collected during a 24-hour period from a parcel of land shall be collected at no charge to the occupant(s) or owner(s) of the property. If the entirety of the yard waste deposited for collection on a parcel of land cannot be collected in two scoops within the normal operating parameters of the knuckle boom truck, a fee shall be charged to the occupant(s) or owner(s) of the parcel of land in the amount of ~~$12~~ $15 for each additional scoop of yard waste that is collected. The Department shall utilize a route type system to collect yard waste and shall not be obligated to respond within any specified time frame to a call for service.

(2) Construction and demolition material/building material waste is subject to collection by the city with a knuckle boom truck. This waste material shall not be placed for collection in a container or in any other manner that is contrary to the provisions of this division. A fee shall be charged to the occupant(s) or owner(s) of the parcel of land upon which the waste material is located in the amount of $20 per scoop of waste material that is collected. The Department

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

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

(4) The above-stated fee structure shall only apply to items of yard waste that are no longer than five feet in length and no more than four inches in diameter. With regard to construction and demolition material/building material waste, the above-stated fee structure shall only apply to items that are no longer than four feet in length and no more than four feet in width. Any item that exceeds the dimensions listed in the immediately preceding sentences will not be collected when first observed by city employees operating a knuckle boom truck. Instead, the occupant(s) of the property shall be notified of the non-compliance of the waste material with the above-stated size restrictions by means of tagging the waste material, and the owner(s) of the real property, as listed by the Randolph County Tax Collector, shall be notified by means of a registered letter of the non-compliance with the size restrictions. Upon the passage of two calendar weeks from the date of tagging the waste and mailing notification to the property owner(s), whichever is later, the Department shall remove any non-conforming waste material that has not been relocated from its original collection point. The occupant(s) or owner(s) of the property from which such waste material is removed shall be charged a fee of $24 per scoop of waste material that is removed. Any and all waste material found within a pile containing one or more non-conforming items of waste shall be subject to the $24 per scoop fee, and no complimentary scoops of debris removal shall be provided to any occupant or owner who has intermingled conforming and nonconforming waste materials.

(5) No waste material shall be placed in a ditch or on a curb, sidewalk, or public street or highway. Any such waste material shall be collected by the Department without notice, and the occupant(s) or owner(s) of the property from which the waste originated will be charged a fee of $24 for each scoop of such waste that is collected by the city. No complimentary scoops of waste material removal will be provided to an individual who places such debris in a prohibited location.

(6) Waste material that is placed within a public right-of-way and constitutes a traffic hazard shall be removed by the Department without notice. The determination of whether waste material constitutes a traffic hazard shall be within the sole discretion of the Public Works Director or his or her designee(s). Any waste material that is deemed to be a traffic hazard and has to be removed during the normal business hours of the Department shall be removed at a cost of $24 per scoop. If such waste material has to be removed outside of the Department's normal business hours, the waste material will be removed at a cost of $50 per scoop. The charges for removing waste material that poses a traffic hazard shall be borne by the occupant(s) or owner(s) of the property from which the waste material originated. No complimentary scoops of waste material removal will be provided to an individual who places debris in such a manner as to create a traffic hazard.

(7) As used within this section, the term YARD WASTE shall not be deemed to include leaves that have been properly placed for collection by the city's Street Department.

(B) Discarded tires are subject to collection by the city at a fee of $5 per tire. Unless the identity of the party that physically discarded the collected tire(s) can be conclusively established, the fee for collecting discarded tires shall be charged to the occupant(s) or owner(s) of the parcel of land from which the discarded tires are collected. The

Department shall utilize a route type system to collect discarded tires and shall not be obligated to respond within any specified time frame to a call for service.

(C) The Department will collect those items commonly referred to as white goods in accordance with the provisions of this division.

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

(2) Any items properly classified as white goods placed at the edge of a yard and approximately two feet away from the edge of the pavement of a public street or highway will be collected by the Department for a fee of $10 per appliance.

(D) As part of the city's electronics recycling program, the Department will collect, on a weekly basis, electronics in accordance with the provisions of this division.

(1) As used within this section, the term ELECTRONICS shall be deemed to include any desktop computer, notebook computer, monitor or video display unit for a computer system, and the keyboard, mice, other peripheral equipment, and printing devices such as a printer, scanner, a combination print-scanner-fax machine, or other device designed to produce hard paper copies from a computer. The term ELECTRONICS also includes any electronic device that contains a tuner that locks on to a selected carrier frequency and is capable of receiving and displaying of television or video programming via broadcast, cable, or satellite, including, without limitation, any direct view or projection television with a viewable screen of nine inches or larger whose display technology is based on cathode ray tube (CRT), plasma, liquid crystal display (LCD), digital light processing (DLP), liquid crystal on silicon (LCOS), silicon crystal reflective display (SXRD), light emitting diode (LED), or similar technology marketed and intended for use by a consumer primarily for personal purposes. If a question arises as to whether a specific item is deemed to fall within the scope of the term ELECTRONICS, the definitions provided for computer equipment and televisions in the most current version of G.S. § 130A-309.131(2) and G.S. § 130A-309.131(16) shall be deemed to be the controlling authority.

(2) With the exception of televisions and monitors, any items properly classified as ELECTRONICS that are placed at the edge of a yard and approximately two feet away from the edge of the pavement of a public street or highway will be collected by the Department free of charge. Televisions and monitors placed at the edge of a yard and approximately two feet away from the edge of the pavement of a public street or highway will be collected by the Department for a fee of $10 per item.

(3) It is unlawful to place ELECTRONICS in trash or garbage receptacles/containers serviced by the city, in dumpsters serviced by the city, or in containers provided by the city for use with the automated collection trucks.

(E) Unless provided otherwise in this section, the collection charges instituted in this section will be added to the water and sewer bill of the occupant(s) or owner(s) of the parcel of land from which the collected waste material originated. Payment terms will be the same as for the water and sewer bill. In the event of a partial payment on a combined water-sewer and environmental services bill, the payment shall be <u>applied to a customer's bill in the order prescribed by Section 50.006(D) of the Code of Asheboro</u> ~~first applied to the environmental services charge and the remainder, if any, shall be applied to the water-sewer charges.~~ Failure to pay the full balance of the water-sewer bill shall result in the consequences specified in the city code, including without limitation the termination of water service. In the event of nonpayment of collection charges by property occupant(s) or owner(s) that do not have water and/or sewer accounts with the city, all collections of the customer's refuse will be discontinued until payment is remitted in full. If, after reasonable inquiry has been made by city officials, a determination cannot be conclusively made as to the identity of the party that placed the waste material for collection, the charges associated with any such collection shall be deemed to be the responsibility of the owner(s) of the property from which the waste material was collected.

Section 2. 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~~ $33.00 per regularly scheduled pick-up of a dumpster, $18.00 per month per solid waste disposal can, $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 $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~~ $25.00 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 3. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect and be in full force from and after August 1, 2023.

This Ordinance was adopted by the Asheboro City Council in open session during a special meeting held on June 26, 2023.

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

ATTEST:

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

4. Discussion of a Potential Grant Opportunity for Asheboro Housing Authority

Community Development Director Trevor Nuttall and Asheboro Housing Authority Executive Director Bob Lawler initiated a discussion regarding potential grant funding in regards to CASPN Homes Apartments.

Mr. Lawler reported that during their monthly June meeting, the Asheboro Housing Authority Board of Commissioners and its non-profit Wainman Homes, Inc. Board of Directors approved the submittal of an assessment regarding necessary capital improvements at CASPN Homes. In order to fulfill the needed improvements, the Asheboro Housing Authority is requesting the option of using grant funds including a Community Development Block Grant – Neighborhood Revitalization which would require participation and approval of the City of Asheboro. The Asheboro Housing Authority would cover the required management and application costs, and the city would provide the public hearings and other grant procedural requirements. September 30, 2023 is the deadline for the grant funding application.

After some discussion, a consensus emerged from the council members to assist the Asheboro Housing Authority in the necessary requirements for the Community Development Block Grant.

There being no further business, the meeting was adjourned at 8:05 p.m.

/s/Holly H. Doerr	**/s/David H. Smith**
Holly H. Doerr, CMC, NCCMC, City Clerk	**David H. Smith, Mayor**