

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
THURSDAY, AUGUST 10, 2023
7:00 P.M.**

This being the time and place for a regular 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
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Charles Garner, Code Enforcement Officer
Jason A. Hanson, Police Major
N. Byron Hill, Police Captain
Michael L. Leonard, PE, City Engineer
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Michael D. Rhoney, PE, Water Resources Director
Jonathan M. Sermon, Recreation Services 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 follow.

2. Moment of Silent Prayer and Pledge of Allegiance

After a moment of silence was observed in order to allow for private prayer and mediation, Mayor Smith asked everyone to stand and recite the pledge of allegiance.

3. Continuation of a Legislative Hearing (Case No. RZ-23-07) to Consider Rezoning Property Located at 379-1 and 379-2 South Cox Street from OA6 (Office-Apartment) to OA6 (CZ) Office-Apartment Conditional Zoning for a Congregate Living Facility.

Mayor Smith continued the legislative hearing on the above-referenced land use case.

Community Development Director Trevor Nuttall presented a written request from the Applicant to withdraw the rezoning application from council consideration.

No formal action was taken during this portion of the meeting.

4. Recognition of Boy Scout

Mayor Smith recognized Boy Scout Avery D. Heskett of Troop 500 for achieving the rank of Eagle Scout.

No formal action was taken by the city during this portion of the meeting.

5. Presentation by Ms. Leslie M. Smith, SAMS Science Teacher

Water Resources Director introduced Ms. Leslie M. Smith, a Science teacher at South Asheboro Middle School. During the summer, Ms. Smith worked with Mr. Rhoney as a “Summer Teacher Intern” and learned, first-hand, the city’s water treatment process. Ms. Smith thanked the city staff and the city council for the opportunity to participate in the program.

No formal action was taken by the council during this portion of the meeting.

6. Presentation of Pride in Asheboro Award

Mayor Smith presented the Pride in Asheboro Award to Mr. Steve Hall, who is the manager for Energizer Plant 1 and Mr. Abe Prandini, who is the manager for Energize Plant 2 for 75 years of manufacturing and community support in the City of Asheboro.

No formal action was taken by the council during this portion of the meeting.

7. Appearance by Mark Hensley and Tawanna Williams

Mr. Mark Hensley and Ms. Tawanna Williams announced that an award of \$440,000 from the Carbon Reduction Program was awarded to RCATS in order to assist with the funding and the launch of the Zoo City Loop in the second half of 2024. This grant would allow the purchase of four (4) vehicles and two (2) charging stations. The Zoo City Loop would consist of twenty (20) stops with two (2) routes functioning simultaneously. The last loop would end at 7:00 p.m.

During their presentation, Mr. Hensley and Ms. Williams presented logos for the council’s consideration and feedback. A consensus of the council suggested that the orange logo be used.

No formal action was taken by the council during this portion of the meeting.

8. Presentation by Ms. Tina Voncannon of the Daniel Kei Neighborhood

Ms. Tina Voncannon presented comments and concerns regarding the homeless issues and homeless encampments in various areas of the community. Specifically, Ms. Voncannon was concerned with the homeless encampment located behind Wal-Mart on U.S. Highway 64. Like many other citizens, Ms. Voncannon has encountered homeless people within her neighborhood and backyard. Additionally, she was concerned with the drug issues within the community.

Additionally, Brandy Hoover, Laura Hayes, Toby Page, Karen Kearns, Randy Hurley, Dawn Jones, Jessica Marsh, Maggie Shelton, Mike King, Rebecca Spencer, and Allison Forester all shared similar concerns regarding the homeless and drug issues within the community.

Major Jay Hanson and Captain Byron Hill were in attendance to answer questions and address the concerns of the citizens. During their comments, they assured the citizens that the police department is working to address the issues.

9. Public Comment Period

Mayor Smith opened the floor for public comments and none were offered.

Mayor Smith closed the public comment period.

10. Public Hearing: Proposed Appropriations for Economic Development Purposes that are not for Business Location Incentives or Related to Real Property.

This public hearing pertains to economic development appropriations to three non-profit entities: Randolph County Economic Development Corporation, Asheboro/Randolph Chamber of Commerce, and Downtown Asheboro, Inc. These appropriations are not for either property-related activities or business location incentives.

However, due to a conflict of interest provisions found in Section 14-234.3 of the North Carolina General Statutes, Mayor Smith and Council Member Heath disclosed their association with one or more of the listed non-profits and the resulting need for their recusal from participating and voting in connection with this agenda item. This disclosure and recusal request occurred prior to the opening of the advertised public hearing.

Council Member Bell moved and Council Member Redding seconded the motion to recuse Mayor Smith and Council Member Heath from participating or acting in any manner on the proposed appropriations to the listed non-profit entities. Council Members Bell, Burks, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes. With this vote, Mayor Smith and Council Member Heath were recused from participating in any manner in the meeting agenda item pertaining to the appropriation of funding to the above-listed non-profit entities.

Mayor Pro Tempore Moffitt then opened the public hearing on the proposed economic development appropriations. Finance Director Deborah Reaves was recognized as the first person to speak.

As part of the hearing, Ms. Reaves noted that the role of the public hearing is the required public hearing on economic development appropriations that are not for either property-related activities or business location incentives. The following list illustrates the activities funded by the economic development appropriations discussed during this public hearing.

- New industrial/manufacturing recruitment and site selection.
- State economic incentives information and assistance.
- Local youth and adult leadership training.
- Retail business development.
- Community and events promotion.
- Promotion of downtown through various media formats and public events.
- Creation and implementation of annual economic development plan through the Main Street America Four-Point approach to downtown revitalization.
- Administration of the Main Street Program by DAI Board of Directors and full-time employee.
- Annual statistics and program evaluation of downtown revitalization activities.
- Training and Technical assistance from NC Main Street and Rural Planning Center.
- Installment financing assistance.
- International trade services and information.

The above-described services are provided through the combined activities of the Randolph County Economic Development Corporation, the Asheboro/Randolph Chamber of Commerce, and Downtown Asheboro, Inc. The appropriations proposed for these entities for fiscal year 2023-2024 are as follows:

- Randolph County Economic Development Corporation - \$55,000

- Asheboro/Randolph Chamber of Commerce - \$125,000
- Downtown Asheboro, Inc. - \$75,000

Upon the conclusion of the finance director's presentation, Mayor Pro Tempore Moffitt invited comments from the public. When no one asked to speak, Mayor Pro Tempore Moffitt closed the public hearing.

No formal action was taken during this portion of the meeting.

11. Consent Agenda

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

(a) City Council Meeting Minutes for July 13, 2023

The meeting minutes for the city council's regular meeting on July 13, 2023, were approved and have been filed in the city clerk's office. An electronic copy of the approved document has been posted on the city's website.

(b) Acknowledgement of the Receipt of a Report Detailing Major Subdivisions Administratively Approved Since July 13, 2023

(c) Approval of the Community Development Division's Request to Schedule for September 6, 2023, and to Advertise a Legislative Zoning Application for the Following Case:

Request to rezone property located on the north side of Sherwood Avenue, identified by Randolph County Parcel Identification Number 7750340457, to a R10 (CZ) Medium-Density Residential Conditional Zoning District to allow modifications to a previously approved Residential Planned Unit Development

(d) A Temporary Street Closure for Special Events (Fall Festival and 10k Race Start/Finish) in Downtown Asheboro on October 6, 2023 and October 7, 2023

The council approved a temporary street closure for the Fall Festival and 10k Race. The temporary street closure for the Fall Festival will take effect at 2200 hours on October 6, 2023 and will end at 2230 hours on October 7, 2023. The temporary street closure for the 10k Race Start/Finish will take effect at 0600 hours and will end at 1200 hours on October 7, 2023. A copy of the map with the closure order is on file in the city clerk's office.

(e) A Temporary Street Closure in Downtown Asheboro for a Parade Hosted by the Latino Association of North Carolina during the afternoon of October 8, 2023

The council approved a temporary street closure for a parade hosted by the Latino Association of North Carolina. The temporary street closure will take effect at 1500 hours and will end at 1700 hours on October 8, 2023. A copy of the map with the closure order is on file in the city clerk's office.

- (f) **The Assignment to and Assumption by Cardinal Air, LLC of the City's Interests in the Tenant Leases Pertaining to Ten Nested "T" Hangars for Aircraft Storage in Hangar N at the Asheboro Regional Airport**

STATE OF NORTH CAROLINA

**ASSIGNMENT AND
ASSUMPTION OF LEASES**

COUNTY OF RANDOLPH

This legal instrument is made and entered into, as of the date of the last signature affixed hereto, by and between the **CITY OF ASHEBORO**, a North Carolina municipal corporation, and **CARDINAL AIR, LLC**, a North Carolina limited liability company.

WITNESSETH:

WHEREAS, the City of Asheboro owns the Asheboro Regional Airport; and

WHEREAS, Cardinal Air, LLC is the fixed base operator at the airport; and

WHEREAS, effective April 28, 2021, Randolph Hangar Rentals, LLC sold its leasehold interest in Hangar N at the Asheboro Regional Airport to the City of Asheboro; and

WHEREAS, the city's purchase of the leasehold interest from Randolph Hangar Rentals, LLC included an assignment and assumption of leases in favor of the city; and

WHEREAS, effective January 1, 2023, the city leased Hangar N at the Asheboro Regional Airport to Cardinal Air, LLC for subleasing to third parties; and

WHEREAS, to enhance the efficiency of this arrangement, the preexisting leases with subtenants utilizing hangar space in Hangar N should be assigned from the city to Cardinal Air, LLC.

NOW, THEREFORE, for good and valuable consideration received from CARDINAL AIR, LLC (the "**Assignee**"), the receipt and sufficiency of which is hereby acknowledged by the City of Asheboro (the "**Assignor**"), the City of Asheboro has ASSIGNED, SOLD, and TRANSFERRED, and by these presents does hereby ASSIGN, SELL, and TRANSFER, to the Assignee all of the following:

Any and all of Assignor's interest in and to the leases attached hereto as EXHIBIT 1. The attached leases are hereby incorporated into this instrument by reference as if copied fully herein and will be hereinafter referred to as the "**Leases**."

The respective hangars identified by the Leases are individual hangar spaces that collectively form a total of ten (10) nested "T" hangars for aircraft storage located within a 55.08-foot by 242.58-foot area of rental space identified as Hangar N at the Asheboro Regional Airport. Hangar N is shown in the cross-hatch area of Schedule C (as amended through October 2022) of the Asheboro Regional Airport. Schedule C is attached hereto as EXHIBIT 2 and is incorporated into this instrument by reference as if copied fully herein.

As part of the consideration to Assignor for the assignment, transfer, and sale of the Leases, Assignee, by its acceptance hereof, hereby assumes and agrees to perform all of the responsibilities and obligations of the landlord or lessor under the Leases arising and accruing under the Leases from and after the date of this instrument. Assignee hereby agrees to performance on the part of Assignee of any covenants or conditions of the Leases arising

or accruing from and after the date hereof. Assignor hereby agrees to defend, indemnify, and hold Assignee harmless from and against any breach, violation, or non-performance on the part of Assignor of any covenants or conditions of the Leases arising or accruing during the period, but only during the period, prior to the effective date of this instrument.

This Assignment and Assumption of Leases shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed duplicate originals of this legal instrument.

ASSIGNOR:

City of Asheboro

By: _____
David H. Smith, Mayor

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

I, the undersigned Notary Public of _____ County, North Carolina, do hereby certify that David H. Smith, who is either personally known by me or whose identity was proven to me by satisfactory evidence, appeared before me in person this day and acknowledged that, in his capacity as mayor for the City of Asheboro, he voluntarily executed the foregoing instrument on behalf of the municipal corporation for the purpose stated therein.

WITNESS my hand and notarial seal or stamp, this the _____ day of August, 2023.

Notary Public's Signature

NOTARIAL SEAL OR STAMP

Notary Public's Printed or Typed Name

My commission expires:

IN WITNESS WHEREOF, the parties have executed duplicate originals of this legal instrument.

ASSIGNEE:

Cardinal Air, LLC

By: _____
Karen McCraw, Managing Member

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

I, the undersigned Notary Public of _____ County, North Carolina, do hereby certify that Karen McCraw, who is either personally known by me or whose identity was proven to me by satisfactory evidence, appeared before me in person this

day and acknowledged that, in her capacity as a managing member of Cardinal Air, LLC, she voluntarily executed the foregoing instrument on behalf of the limited liability company for the purpose stated therein.

WITNESS my hand and notarial seal or stamp, this the _____ day of August, 2023.

Notary Public’s Signature

NOTARIAL SEAL OR STAMP

Notary Public’s Printed or Typed Name

My commission expires:

(g) A Memorandum of Understanding Between the City of Asheboro and the Asheboro City Schools Concerning the School Resource Officer Program

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER PROGRAM

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”) is made and entered into, as of the date of the last signature affixed hereto, by and between the Asheboro City Schools (“ACS”) and the City of Asheboro (“City”). ACS and the City are hereinafter collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties recognize the benefits of the School Resource Officer Program to the citizens of Asheboro, North Carolina in general and to the students, parents, and staff of the Asheboro City Schools in particular; and

WHEREAS, the Asheboro City Schools Board of Education (the “School Board”) desires to have the City provide School Resource Officers (referred to collectively as “SROs” and individually as a “SRO”) for certain schools; and

WHEREAS, the City is willing to provide the SROs requested by the School Board; and

WHEREAS, it is in the best interest of the Parties to operate the School Resource Officer Program as hereinafter described.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the Parties agree as stated in the following Articles.

Article I
Purpose and Governing Principles

This Agreement outlines the goals and guiding principles to which the Parties have agreed in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers, educators, parents, and the students in the

Asheboro City Schools. The ultimate goal of the School Resource Officer Program is to provide a safe, inclusive, and positive learning environment for all students and educators.

School policing is intended to promote a safe, welcoming, and inclusive environment for all students, staff, and other members of the school community while recognizing that sworn law enforcement officers have constitutional, statutory, and professional standards by which they are bound. The Parties agree that in compliance with all applicable legal authorities, specifically including without limitation the Civil Rights Act of 1964 and its subsequent amendments, the School Resource Officer Program will be administered without discrimination against any person on the basis of race, color, religion, sex, national origin, age, or disability.

No representative of the Parties will engage in any conduct in violation of state or federal anti-discrimination laws in their interactions with students. Prohibited conduct specifically includes, by way of illustration and not limitation, any retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

Article II

Term of Agreement

The term of this Agreement is for three years beginning on July 1, 2023, and terminating on June 30, 2026.

Article III

Services Provided by the City

- (A) Four sworn law enforcement officers will be assigned by the Asheboro Police Department to provide SRO services for the following schools:
 - (1) Asheboro High School and the Comet Corner;
 - (2) North Asheboro Middle School; and
 - (3) South Asheboro Middle School.
- (B) Upon request of school administrators, the SROs will respond to requests for service that may arise at the following schools:
 - (1) Balfour Elementary School;
 - (2) Charles W. McCrary Elementary School;
 - (3) Donna Lee Loflin Elementary School;
 - (4) Early Childhood Development Center;
 - (5) Guy B. Teachey Elementary School;
 - (6) Lindley Park Elementary School; and
 - (7) In the event the requisite territorial jurisdiction is obtained by the Asheboro Police Department through legislative action on the part of the North Carolina General Assembly, the Asheboro High School Zoo School.
- (C) SROs must be sworn law enforcement officers who have obtained all mandated state-certifications and are full-time employees of the Asheboro Police Department. Asheboro Police Department officers will be selected for the School Resource Officer Program and assigned to particular schools by the City's Chief of Police in accordance with City policies and practices. The Chief of Police will incorporate the following criteria as an integral component of the selection and assignment process:
 - (1) SROs must have the ability to deal effectively with students. The ages of the students at a particular school, as well as the socioeconomic and cultural composition of the students at a school, will be considered as part of the selection and assignment process;
 - (2) SROs must sincerely want to work with the staff and students at the particular schools to which the respective officers are assigned;

- (3) SROs must have educational backgrounds, life experiences, and communication skills that will enable the officers to accurately and effectively deliver resource-teaching services; and
 - (4) SROs must have the desire and ability to work cooperatively with principals and their administrative staffs.
- (D) If the principal of a school believes that a certain SRO should not be assigned to the school or should be removed from the school because of noncompliance with the above-listed criteria or for any other reason(s), the principal may initiate a reassignment process for a proposed or currently serving SRO by transmitting a written request to the Superintendent of the Asheboro City Schools. This written reassignment request must include the reasons for the requested action. Within a reasonable period of time after receiving such a request, the Superintendent, or a designee, will meet with the Chief of Police, or a designee, to informally mediate or otherwise resolve the problem(s) that led to the principal's request. If, within a reasonable amount of time after the commencement of the informal mediation process, the problem(s) cannot be resolved to the mutual satisfaction of the Parties, the SRO who is the subject of the principal's reassignment request will be removed from the school in question and a replacement will be assigned by the Chief of Police.
- (E) SROs will be scheduled to work on a full-time basis, not to exceed 40 hours per week. Work schedules shall be developed and implemented in accordance with the following standards:
 - (1) The work schedule for each SRO shall be developed through good faith negotiation between authorized staff members for the Asheboro Police Department and the Asheboro City Schools;
 - (2) Disagreements about work schedules shall ultimately be resolved by the Chief of Police and the Superintendent of the Asheboro City Schools;
 - (3) If the SRO assigned to a school has to be absent from the facility, the SRO must notify in a timely manner the school's principal, or a designee, of the officer's pending absence and provide instructions to school personnel on how emergency police services may be obtained during the absence of the SRO;
 - (4) Once assignments and schedules are finalized, the only time periods during which SROs may be unilaterally reassigned by the Asheboro Police Department are described as follows:
 - (a) The Asheboro Police Department may temporarily reassign SROs to perform non-SRO related duties during time periods when students are not scheduled to be physically present on school premises for any ACS calendared activities/events; provided, however, any such alternative scheduling for officers shall allow ample time for the officers to receive sufficient rest before returning to active duty so as to enable the officers to perform their assigned SRO duties in a competent and professional manner; and
 - (b) Regardless of the presence or absence of students on ACS premises, the Asheboro Police Department may temporarily reassign officers assigned to the School Resource Officer Program at any time during the occurrence of a law enforcement emergency. Such a reassignment shall last no longer than is necessary to address the exigency that triggered the police department's personnel action. The determination as to whether a law enforcement emergency exists is within the sole discretion of the Chief of Police; provided, however, such discretion shall be exercised in a reasonable and good faith manner.

- (5) If there is an extended absence due to illness or personnel reassignments at the Asheboro Police Department that are unrelated to the two situations described in the immediately preceding subsection, the City will provide a qualified substitute officer to cover the responsibilities specified in this Agreement.
- (F) In their capacity as SROs, officers assigned to the School Resource Officer Program are expected to perform the following duties:
 - (1) Speak to classes on the law, including the topics of search and seizure, criminal law, motor vehicle law, and other topics assigned by the principal;
 - (2) At the request of the principal, act as a resource person in the area of law enforcement education;
 - (3) Conduct criminal investigations of violations of law on School Board property;
 - (4) Provide school-based security services and maintain peace on School Board property;
 - (5) Make arrests and referrals of criminal law violators;
 - (6) Actively cooperate, participate, and appear as requested by the Office of the District Attorney in connection with investigations, depositions, trials, and sentencing impacting ACS;
 - (7) In cooperation with other stakeholders in the criminal justice system and the juvenile justice system, provide transport to the county jail and juvenile detention centers as deemed appropriate by the SROs' supervisors within the Asheboro Police Department;
 - (8) At the request of school administrators, coordinate activities involving emergency medical services;
 - (9) Receive and coordinate, within the scope of the officer's authority, responses to complaints received via telephone, walk-in traffic, and radios;
 - (10) Function in a coordinator role with school administrators, staff, law enforcement agencies, and court personnel in order to promote order on the campuses of the ACS;
 - (11) At the direction of the school principal and in compliance with the policies and practices of the Asheboro Police Department, coordinate the scheduling of police department personnel to provide services at extracurricular activities, including without limitation after-school security activities for which reimbursement is due for off-duty work by police personnel;
 - (12) Maintain records on property reported lost and/or stolen at the school to which the SRO is assigned;
 - (13) Upon request of an authorized school administrator, provide counseling to students in a manner that is consistent with the terms and conditions of this Agreement;
 - (14) Secure, process, and preserve evidence in accordance with the policies and practices of the Asheboro Police Department;
 - (15) In cooperation with other agencies, utilize the adopted procedures and practices of the Asheboro Police Department to recover School Board property;

- (16) As appropriate, and in strict compliance with the applicable legal authorities, make referrals to the appropriate social services agencies;
- (17) Foster effective communication, including the relaying of messages, during emergency situations (e.g., tornadoes, hurricanes, etc.);
- (18) Follow and conform to School Board policies and practices to the extent such policies and practices do not conflict with the policies and practices of the Asheboro Police Department or any other legal authority applicable to the SROs;
- (19) In accordance with operational instructions received from school administrators and supervisory personnel with the Asheboro Police Department, maintain a “Monthly Activities Report” or a similar type of report regarding School Resource Officer Program activities;
- (20) Assist with crisis management planning as requested by school administrators;
- (21) For each Asheboro Police Department incident report filed in connection with the ACS, provide the incident report number to the principal or other designated school official;
- (22) Wear the official police uniforms issued to sworn law enforcement officers assigned to the patrol division of the Asheboro Police Department; however, civilian attire may be worn on such occasions as may be mutually agreed upon by the school principal and the SRO; and
- (23) Perform such other duties as may be mutually agreed upon by the principal and the SRO; provided, however, the performance of any such mutually agreed upon duties must be legitimately and reasonably related to the School Resource Officer Program described in this Agreement, and such mutually agreed upon duties must be in strict compliance with federal and state law as well as the policies and practices of the Asheboro Police Department.

Article IV Services Provided by the School Board

The School Board shall provide for the SROs the following materials, facilities, and resources needed for the performance of the SRO duties enumerated herein:

- (A) Access to office space, which is air-conditioned and properly lighted, with a telephone that can be used for general business purposes;
- (B) Storage space, which can be properly locked and secured, for files and records;
- (C) A desk, a chair, a filing cabinet, and office supplies (i.e., paper, pencils, pens, etc.); and
- (D) Access to a computer and/or secretarial assistance.

Article V Distinctions between School Discipline and Law Enforcement Investigations

- (A) The school administrators shall be solely responsible for implementing student codes of conduct and disciplinary policies established by the ACS. School administrators and teachers, not the SROs, have the primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. SROs shall refer any reports or concerns relating to student discipline to the principal or other designee(s), and the SROs shall not independently investigate or

administer consequences for violations of school codes or disciplinary rules. SROs should generally not have any further involvement in routine disciplinary matters such as tardiness, loitering, the use of inappropriate language, dress code violations, minor classroom disruptions, and disrespectful behavior and other similar minor infractions of school rules. School officials shall only request SRO assistance when necessary to protect the physical safety of staff, students, or others in the school environment.

- (1) *Searches.* SROs shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless SRO assistance is requested by school personnel to maintain a safe and secure school environment.
 - (2) *Interviews.* Unless requested by school personnel to maintain a safe and secure school environment, SROs will not be involved in the questioning of students when such questioning is initiated and conducted by school personnel in disciplinary matters. If a SRO's presence is requested by school personnel, the SRO shall confine his/her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively question students.
- (B) In cases where school disciplinary investigations and law enforcement investigations into unlawful conduct overlap (e.g., when both the school administration and SROs are investigating matters such as the presence of drugs or weapons on campus), it may be appropriate for school administrators and SROs to work in tandem. In such circumstances, the SRO shall be mindful of and clarify his/her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of violating federal, state, or local laws. SROs shall adhere to the applicable laws and standards governing law enforcement investigations and will not assume that the laws and standards governing school disciplinary investigations also apply to the SRO in the course of conducting a law enforcement investigation.

Article VI

Confidentiality and Access to Student Records

- (A) SROs shall comply with all applicable laws, regulations, and School Board policies, specifically including laws, regulations, and policies regarding access to confidential student records. However, SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers.
- (B) SROs may have access to confidential student records or to any personally identifiable information of any ACS student as defined in 34 CFR 99.3 only to the extent allowed under the Family Educational Rights and Privacy Act ("FERPA") and applicable School Board policies and procedures. SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because the SROs are conducting a law enforcement investigation involving a student or for general non-specific purposes. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with SROs under any of the following circumstances:
- (1) The SRO is acting as a "school official" (as it relates to accessing student records) as defined in 34 CFR 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed. For example, a SRO may be authorized to review the Behavior Intervention Plan of a student with a disability if the principal or the principal's designee has requested the SRO's assistance in deescalating physical conflicts and ensuring the physical safety of the student and others when the student becomes involved in interpersonal conflicts;

- (2) The SRO has written consent from a parent or eligible student to review the records or information in question;
- (3) The principal or the principal's designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety;
- (4) The disclosure is made pursuant to a valid subpoena or court order, provided that advance notice of compliance is provided to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena/court order or the information furnished in response to the subpoena/court order not be disclosed;
- (5) The information disclosed is "directory information" as defined by School Board policy, and the parent or eligible student has not opted out of the disclosure of directory information; and
- (6) The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable School Board policies and procedures.

Article VII Employment Status of SROs

SROs are employees of the City, and they are not employees of the School Board. The City, by and through the Asheboro Police Department, has the exclusive authority and responsibility for the hiring, training, and discipline, specifically including without limitation the dismissal, of City employees such as the SROs. If any employee of the ACS wishes to report an allegation of the engagement by one or more of the SROs in the unsatisfactory performance of duties or improper personal conduct, such a report shall be made to a supervisor within the Asheboro Police Department. The administrative investigation of the alleged unsatisfactory performance of duties or improper personal conduct will be conducted by the Asheboro Police Department and appropriate action taken by the City on the basis of the facts found during the course of the administrative investigation.

Article VIII Monetary Consideration for SRO Services

- (A) In consideration of the services provided by the Asheboro Police Department under this Agreement, ACS shall pay to the City, in accordance with Article VIII of the Agreement, the salaries and benefits of the officers assigned to the School Resource Officer Program.
- (B) This monetary obligation will be satisfied by means of the City invoicing ACS on a monthly basis for the SRO services provided in accordance with the terms and conditions of this Agreement, and ACS will pay within 30 calendar days of the date of each invoice the sum listed on the invoice as due and payable for the preceding calendar month. Any disagreements as to the sum listed on an invoice as due and payable for a specific month shall ultimately be resolved by mutual agreement of the City Manager for the City of Asheboro and the Superintendent of the Asheboro City Schools.
- (C) The Parties hereby agree that a sum of money equal to the full monthly salaries and benefits of the officers providing SRO services under this Agreement shall be due and payable for each calendar month in which students are physically present on ACS premises for 11 or more calendar days in order to participate in instructional and extracurricular activities scheduled by the school system. During any month in which students are not physically present on ACS premises for 11 or more days in order to participate in such activities, the amount due and payable to the City from ACS shall be the total cost of the officers' salaries and benefits calculated on a daily basis for each day that students are physically present on school premises for ACS activities.

- (D) For purposes of determining under the immediately preceding subsection of this Agreement the number of days within a calendar month that students are physically present on school premises, any fraction of a calendar day in which students are physically present on ACS premises in order to participate in instructional and extracurricular activities scheduled by the school system shall be deemed to be a whole day.
- (E) No other monetary consideration will be required during the term of this Agreement for the SRO services described herein.
- (F) In order to provide data to ACS for use in preparing any purchase orders needed to implement the terms and conditions of this Agreement, the City will provide, as early as is practicable in each fiscal year (July 1 – June 30), a summary of the estimated costs for the fiscal year in which the summary is generated of the projected salaries and benefits for the officers assigned to the School Resource Officer Program.

Article IX
General Provisions

- (A) The Parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this Agreement. With the exception of resolving issues of monetary consideration that must be addressed in accordance with Article VIII of this Agreement, unforeseen difficulties or questions arising out of this Agreement will be resolved by negotiation between the Superintendent of the Asheboro City Schools and the Chief of Police, or their respective designees.
- (B) Either Party may terminate this Agreement at any time by giving a 90-day notice of cancellation in writing to the other party.
- (C) This Agreement shall not be amended orally or by performance, but only by written amendments executed by the Parties.
- (D) This Agreement is the entire agreement between the Parties and supersedes all prior oral or written communications and agreements.
- (E) 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, the Parties have each executed this Agreement in duplicate originals.

ASHEBORO CITY SCHOOLS

Witness:

By: _____
Dr. Aaron Woody, Superintendent

Sandra Spivey Ayers,
Finance Officer

Date: _____

CITY OF ASHEBORO

Witness:

By: _____
John N. Ogburn, III, City Manager

Mark Lineberry,
Chief of Police

Date: _____

(h) A Temporary Street Closure in Downtown Asheboro for the Asheboro High School Homecoming Parade on September 22, 2023

The council approved a temporary street closure for the Asheboro High School Homecoming Parade. The temporary street closure order will take effect at 1530 hours and will end at 1800 hours on September 22, 2023. A copy of the map with the closure order is on file in the city clerk's office.

12. Community Development Items

(a) Legislative Hearing (Case No. RZ-23-11): A request to rezone property located at 159 North Street (Randolph County Parcel Identification Number 7751738393) and property north of 148 North Street (Randolph County Parcel Identification Number 7751831208) from I2, B3, and B2 zoning to OA6 zoning.

Prior to the consideration of agenda item 12(a) and in light of a conflict of interest concerns, Council Member Heath moved, and Council Member Swiers seconded the motion to recuse Mayor Smith from participating in any manner regarding in the meeting agenda item pertaining to the land use case number RZ-23-11. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes. With this vote, Mayor Smith was recused from participating in any manner in this meeting agenda item.

Mayor Pro-Tempore Moffitt opened the legislative hearing on the application to rezone land located at 113, 115, and 159 North Street from I2, B2, and B3 to OA6 Office-Apartment zoning.

Community Development Director Trevor Nuttall gave an overview of the zoning map amendment application by the City of Asheboro. The land for which the above-stated zoning has been requested is identified by Randolph County Parcel Identification Numbers 7751838393 and 7750831208 and will be referred to as the Zoning Lot. This lot is located at 159 North Street along the east side of North Street totaling approximately 2.54 acres of land.

Mr. Nuttall utilized a slide show presentation in conjunction with the comments and noted the points of information listed below.

1. The property is located inside the city limits, and within Tier 1 (Central Business Planning Area) of the Center City Planning Area. The zoning ordinance describes Tier 1 as “incorporating a mix of commercial, office, institutional, residential, and public open space uses” and “a pedestrian oriented mix of multi-story buildings located close to the street and containing an attractive mix of first-story storefronts, ample sidewalks and street trees.”
2. The property has frontage on West Salisbury Street (NC 42), which is a major thoroughfare maintained by NCDOT, and North Street, a local city-maintained street. Access also is provided via a driveway within right-of-way owned by Norfolk Southern that extends from Sunset Avenue to West Salisbury Street (NC 42).
3. The property was last used for manufacturing, processing, and assembly, but this ceased operation in July 2022 according to last water usage records; the city purchased the property in December 2022.
4. The structure on the property was initially constructed in 1909 and added onto with various additions; it was placed on the National

Register of Historic Places in 2014 and is a contributing structure within the city's nationally recognized historic district.

5. The zoning ordinance describes the OA6 district as "intended to produce moderate intensity office and residential development to serve adjacent residential areas and to provide a transition from residential to commercial uses. Land designated OA6 shall normally be located with access to a minor thoroughfare or higher classification street with access to local residential streets discouraged."
6. This is a general district request in which no specific uses or site plan is considered as part of the application. If approved, all uses permitted by right in the OA6 district would be permitted. The OA6 district allows residential uses (single-, two-, and multi-family dwellings), institutional uses (such as places of worship), and some lighter commercial uses (medical/professional offices, and services uses such as hair salons). Commercial activities (such as retail-oriented uses and restaurants) would not be authorized by right. Additionally, unlike the B3 district that covers a small portion of the property, and much of the surrounding Central Business District.

Mr. Nuttall noted that, when evaluating a rezoning application, careful consideration must be given to each goal and policy as outlined in the Land Development Plan.

Proposed Land Use Map Designation: City Activity Center

Small Area Plan: Central

Growth Strategy Map Designation: Primary Growth

LDP Goals/Policies Supporting the Request:

Checklist Item 1: Complies with LDP proposed land use map.

Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance.

Checklist Item 5: Complies with Growth Strategy Map.

Checklist Item 7: The proposed rezoning is compatible with the applicable Small Area Plan.

Checklist Items 12, 13, and 14: 12). The property is located outside of watershed
13). The property is located outside of Special Hazard Flood Area.

The City of Asheboro Planning Board considered the rezoning application and recommended placement of the Zoning Lot into the requested OA6 zoning district. In making this recommendation, the planning board concurred with the planning staff's analysis of the consistency of the proposed rezoning with the adopted comprehensive plans as well as the reasonableness of the proposal. The planning staff's analysis is summarized in the following indented paragraphs.

The OA6 district is the proper designation at this time. When the city purchased the property in 2022, one primary interest was ensuring that future development complements downtown's ongoing revitalization. Future industrial use of the property does not support that objective and it is in the city's interest to appropriately zone the property prior to any conveyance.

The mixed-use potential offered by the OA6 district would allow flexibility in terms of how the site is redeveloped. Parking availability is the primary limiting factor affecting potential site development. While the property includes an off-street parking lot that likely can accommodate approximately 30 spaces and potential parking areas with the Norfolk Southern right-of-way (subject to authorization by the railroad), the size of the structure (approximately 150,000 square feet of leasable area per tax records) warrants particular attention when considering a reasonable zoning designation. Public parking, via on-street and city-owned lots, are in close proximity to the property, but downtown's growing popularity means the availability of public parking has become increasingly scarce. By placing the property in the OA6 district, the city will ensure that an redevelopment project either provides parking as required by the city zoning ordinance or as approved after reviewing site specific development plans.

Considering these factors, staff believes that the proposed zoning map amendment is reasonable and in the public interest.

No one from the public offered comments in regards to this rezoning application. Mayor Pro-Tempore Moffitt moved to the deliberative phase of the process.

After engaging in deliberations about the zoning map amendment application, Council Member Bell moved, and Council Member Redding seconded the motion to adopt the plan consistency statement printed below and to approve the requested rezoning with the following multi-part motion.

1. The OA6 district is the proper designation at this time. When the city purchased the property in 2022, one primary interest was ensuring that future development complements downtown's ongoing revitalization. Future industrial use of the property does not support that objective and it is in the city's interest to appropriately zone the property prior to any conveyance.

The mixed-use potential offered by the OA6 district would allow flexibility in terms of how the site is redeveloped. Parking availability is the primary limiting factor affecting potential site development. While the property includes an off-street parking lot that likely can accommodate approximately 30 spaces and potential parking areas with the Norfolk Southern right-of-way (subject to authorization by the railroad), the size of the structure (approximately 150,000 square feet of leasable area per tax records) warrants particular attention when considering a reasonable zoning designation. Public parking, via on-street and city-owned lots, are in close proximity to the property, but downtown's growing popularity means the availability of public parking has become increasingly scarce. By placing the property in the OA6 district, the city will ensure that an redevelopment project either provides parking as required by the city zoning ordinance or as approved after reviewing site specific development plans.

2. The zoning map amendment application seeking to place the Zoning Lot into an OA6 Office Apartment zoning district is hereby approved.

Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

(b) A Resolution Supporting the Creation of the Eastern Piedmont NC Home Consortium

Mr. Nuttall presented and recommended adoption, by reference, of a resolution supporting the creation of the Eastern Piedmont NC Home Consortium.

Council Member Bell moved, and Council Member Swiers seconded the motion to approve/adopt the following resolution by reference.

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**RESOLUTION SUPPORTING THE CREATION OF
THE EASTERN PIEDMONT NC HOME CONSORTIUM**

WHEREAS, if approved, this resolution would offer support for the creation of the Eastern Piedmont NC Home Consortium and authorize the City Manager of the City of Asheboro to negotiate and enter into an agreement with other units of local government in the five (5) counties in creating the consortium, and further allow the City Manager to sign all contracts, grant agreements, certifications with the US Department of Housing and Urban Development, the State of North Carolina, or other agencies as may be required to carry out the activities of the consortium.

WHEREAS, the creation of the HOME Consortium provides an opportunity for federal block grant funding to be used toward the development of affordable housing opportunities within the Eastern Piedmont Consortium, which covers Alamance, Caswell, Davidson, Randolph and Rockingham Counties. This action does not commit the City of Asheboro to provide any funding, as the only time a funding commitment may be required is if the City were to pursue grant funding through the consortium for an affordable housing initiative.

WHEREAS, the HOME Investment Partnerships Program (HOME) provides formula grants to States and localities that communities use, often in partnership with local nonprofit groups, to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership, or providing direct rental assistance to low-income households. HOME is the largest Federal block grant to state and local governments, designed exclusively to create affordable housing for low-income households, with HOME funds awarded annually as formula grants to participating jurisdictions.

WHEREAS, generally, units of local government form consortia to access direct formula allocations of HOME funds to support housing activities and programs, for which States are automatically eligible for HOME funds and receive their formula allocation or \$3 million, whichever is greater. Local jurisdictions eligible for at least \$750,000 under the formula also can receive a direct allocation. Communities that do not qualify for an individual allocation under the formula can join with one or more neighboring localities in a legally binding consortium whose members' combined allocation would meet the threshold for direct funding. Under current funding levels, if all eligible counties, and municipalities, join this consortium, the proposed consortium would have funding of approximately \$2,172,070 annually. The net funding level after deducting administrative fees used to run the program would be approximately \$1,960,000.

WHEREAS, there is a 25% on-going match requirement on all funds drawn from the consortium's HOME Investment Trust Fund treasury account in that fiscal year. The 25% non-federal match can be in the form of cash, assets, labor or other services valuable to the HOME program. The 25% match will be the responsibility of the recipient accessing the funds on a project by project basis. In the current regional consortium, funds from private and non-profit partners have produced far more match funds than would be required and no local funds have been required for match. No money is required from local governments to join the consortium.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asheboro, that the Board is in support of participation in an Agreement to join the Eastern Piedmont NC HOME Consortium, which will provide an opportunity for Low Income Residents of the City to receive benefit from grant funds to be used toward the development of affordable housing.

This resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 10th day of August, 2023.

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

ATTEST:

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

13. A Resolution in Support of Improvements to NC Highway 42 (Lexington Road)

Mayor Pro-Tempore Moffitt presented a resolution in support of improvements to West Salisbury Street and Lexington Road in Randolph County. The adoption of this resolution expresses the council's concerns for safety along Lexington Road and NC Highway 42. The council respectfully requests that the North Carolina Department of Transportation study, design, and implement improvements to ensure the continued safe and orderly movement of motor vehicles.

Mr. Mike Miller and Mr. Carey Durham presented comments in support of the above-referenced resolution.

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

14. Asheboro Regional Airport Items

(a) A Change Order Between the City of Asheboro and Simcon Company, LLC

City Engineer Michael Leonard presented a Change Order No. 1 between the City of Asheboro for additional electrical work on the 80'x80' corporate hangar. The total contract price adjustment for this change order increases by \$5,204.00 for a total price of \$1,046,854.00.

A copy of the change order is on file in the city's engineering department and the city clerk's office.

Council Member Bell moved, and Council Member Burks seconded the motion to approve Change Order No. 1 between the City of Asheboro and Simcon Company, LLC. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

(b) A Request from the Airport Authority to Authorize WK Dickson to Begin the Investigation of Constructing New T-Hangars

Mr. Leonard presented a request from the Asheboro Airport Authority for the investigation of building a new set of T-Hangars at the airport. All hangars are currently occupied with approximately 23 customers on the waiting list to obtain a

hangar. The anticipated cost to build the hangars is approximately 1.3 million. Grant funding for the construction will be available through fiscal year 2026.

15. A Resolution of Partnership Between the City of Asheboro and the Randolph Asheboro YMCA at the Zoo City Sportsplex

Prior to the consideration of agenda item 15 and in light of a conflict of interest, Council Member Heath moved and Council Member Bell seconded the motion to recuse Council Member Swiers from participating in any manner regarding this agenda item. Council Members Bell, Burks, Heath, McCaskill, Moffitt, and Redding voted aye. There were no dissenting votes. With this vote, Council Member Swiers were recused from participating in any manner in the meeting agenda item pertaining to the Zoo City Sportsplex.

Recreation Services Director Jonathan Sermon presented and recommended adoption, by reference of a resolution of partnership between the City of Asheboro and Randolph-Asheboro YMCA at Zoo City Sportsplex. Mr. Patrick O'Hara offered comments in support of the resolution.

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

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Resolution of Partnership between City of Asheboro and Randolph-Asheboro YMCA at Zoo City Sportsplex

WHEREAS, the Zoo City Sportsplex is owned and maintained by the City of Asheboro; and

WHEREAS, the City of Asheboro's premiere athletic complex, Zoo City Sportsplex, is capable of hosting numerous local, community, statewide, and southeast regional athletic events and tournaments each year; and

WHEREAS, the Zoo City Sportsplex offers a place for the City of Asheboro's Cultural and Recreation Services athletic programs, tournaments, community sports leagues and rentals, as well as community events; and

WHEREAS, the City of Asheboro adopted its 20/20 Strategic Plan in May, 2007; and

WHEREAS, the Asheboro 20/20 Strategic Plan features four (4) initiatives, Economic Development, Growth, Annexation and Infrastructure, Quality of Life, and the North Carolina Zoo, and which has been the City of Asheboro's focus since approval; and

WHEREAS, the Randolph-Asheboro YMCA is the program manager and host facility for the Asheboro City Futbol Club, a competitive soccer club; and

WHEREAS, in order to achieve portions of the Economic Development and Quality of Life initiatives of the 20/20 Strategic Plan, the City of Asheboro and the Randolph-Asheboro YMCA will partner to sponsor, schedule, and manage their recreational Youth Soccer League and the Challenge Soccer program, currently known as the Asheboro City Futbol Club as well as youth and adult beach volleyball at the City of Asheboro's Zoo City Sportsplex; and

WHEREAS, the Randolph-Asheboro YMCA may sell all food and beverages at concession stand #2 for these partnership events and retain all profits to financially support these youth activities; and

WHEREAS, the City of Asheboro will reimburse the Randolph-Asheboro YMCA for the Asheboro City Futbol Club management expenses so that youth player costs reflect the City of Asheboro's mission of creating meaningful opportunities to all citizens and so that no one is 'priced out' of participation; and

WHEREAS, the City of Asheboro will provide the appropriate funding to the Randolph-Asheboro YMCA to market and promote these tournaments and events; and

WHEREAS, the City of Asheboro and the Randolph-Asheboro YMCA will also work with the Randolph County Tourism Development Authority to secure hotel rooms, restaurant space, advertising in non-sports venues and to coordinate local media advertising and coverage; and

WHEREAS, the City of Asheboro will have exclusive programming and scheduling for youth tackle football, youth and adult flag football, youth and adult pickleball, youth and adult lacrosse, adult soccer not affiliated with the Randolph-Asheboro YMCA, adult ultimate disc, rugby, the fitness court and studio, the dog park, walking trails, picnic shelters 1-5, and the all-access playground; and

WHEREAS, per the terms of this resolution, the recreation staff shall develop operational plans to manage the Zoo City Sportsplex.

NOW, THEREFORE, BE IT RESOLVED that the City of Asheboro and the Randolph-Asheboro YMCA enter a partnership for these above-referenced items at the Zoo City Sportsplex.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 10th day of August, 2023.

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

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

16. Proposed Budget Ordinance Amendment for the Acquisition of Three Tracts of Land that can be Used for Future Improvements at McCrary Ballpark

The above-referenced agenda item was withdrawn and rescheduled for the council's regular meeting on September 6, 2023.

17. Amendments to the Code of Asheboro and the 2023-2024 Annual Operating Budget

Finance Director Deborah Reaves and City Attorney Jeff Sugg presented amendments to Section 51.37 of the Code of Asheboro and the 2023-2024 Annual Operating Budget to establish a tipping fee rate at the city's solid waste transfer station for the City of Randleman at \$38.00 per ton.

Mr. Greg Patton, a representative from the City of Randleman, presented comments in support of the proposed amendments. No other comments were offered from the public.

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

ORDINANCE NUMBER 53 ORD 8-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Ordinance to Amend the Code of Asheboro to Adjust the Tipping Fee Applicable to the City of Asheboro Recycling and Waste Transfer Station

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, the city manager has recommended changing the tipping fee rate structure at the City of Asheboro Recycling and Waste Transfer Station to reflect certain operational realities at the transfer station; and

WHEREAS, the Asheboro City Council concurs with the city manager's recommendation.

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

Section 1. Section 51.37 of the Code of Asheboro, which pertains to the transfer station tipping fee, is hereby rewritten to provide as follows:

§ 51.37 TRANSFER STATION TIPPING FEE

~~Subject to the final decision making authority of the City Manager, the Environmental Services Superintendent, or his or her designee, is authorized to accept at the City of Asheboro Recycling and Waste Transfer Station solid waste from commercial haulers when the acceptance of such solid waste does not impair to any degree the city's ability to lawfully and efficiently process solid waste collected by city forces from municipal customers located within the corporate limits of the City of Asheboro. This authorization to accept solid waste from commercial haulers does not create a right of public access to the city's transfer station. The Environmental Services Superintendent is to develop operational procedures/guidelines for the acceptance of solid waste at the transfer station. Access to the transfer station shall be denied to any or all haulers when the superintendent, or his or her designee, discovers noncompliance with the adopted operational procedures/guidelines or determines that the interests of the city will be best served by limiting access to the facility to city forces and/or contractors. When solid waste is accepted at the transfer station from any individual or entity that is not working for or on behalf of the City of Asheboro, a tipping fee of \$48 per ton of solid waste delivered to the city's transfer station shall be charged to the individual or entity shipping the said solid waste to the transfer station.~~

(A) Except as provided in Division (B) of this Section, the City of Asheboro Recycling and Waste Transfer Station is dedicated to fulfilling the mission of the City of Asheboro to lawfully and efficiently process recyclables and solid waste collected by city forces from the city's customers. Third party haulers have no right of access to the city's transfer station.

(B) Notwithstanding the foregoing Division (A), the City of Randleman, and only the City of Randleman, is authorized to utilize the transfer station for the waste stream directly linked to its municipal customers. A tipping fee of \$38 per ton of solid waste delivered by Randleman to the transfer station will be charged to the City of Randleman.

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

Section 3. This Ordinance shall take effect and be in full force from and after the date of its adoption.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on August 10, 2023.

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

ATTEST:

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

54 ORD 8-23

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:

<u>ACCOUNT</u>	<u>DEPARTMENT OR FUNCTION</u>	<u>APPROPRIATION</u>
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:

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

<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	\$33
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
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-	\$50
cost per scoop	
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- Municipal	\$38

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>	<u>AMOUNT</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
<u>Facility/Activity</u>	<u>City Resident</u>	<u>Non-Resident</u>
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

<u>Facility/Activity</u>	<u>City Resident</u>	<u>Non-Resident</u>
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:		
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	\$16	\$20
fees		
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, 2023 and ending June 30, 2024, 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 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

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

<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

ft.	Sewer-per 100 cu. ft. over 150 cu.	\$4.60	\$11.51
Water Only Service (metered)			
usage)	Minimum fee (includes 150 cf.	15.58	\$38.95
min	Consumption Fee per 100 cf. over	3.07	\$7.67
Sewer Only Service (metered)			
usage)	Minimum fee (includes 150 cf.	\$23.37	\$58.52
min	Consumption Fee per 100 cf. over	\$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

<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	\$600	\$900
svc.		

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
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Adopted this the 10th day of August 2023.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

18. Annexations:

(a) Consideration of a petition received from Darren Lucas (Crestview Church Road and Zoo Parkway)

Mayor Smith opened the public hearing on the question of the annexation petition submitted by Darren Lucas requesting the annexation into the Asheboro primary city limits of a parcel of land at the intersection of Crestview Church Road and Zoo Parkway. As part of the public hearing, City Engineer Michael Leonard presented the staff's analysis of the annexation petition. Mayor Smit then invited comments from the public, but none were offered.

In the absence of any public comments, Mayor Smith transitioned to the deliberative phase of the hearing. Council Member Bell moved and Council Member Redding seconded the motion, to approve/adopt the following annexation ordinance by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

ORDINANCE NO. 55 ORD 8-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE EXTENDING THE ASHEBORO CITY LIMITS BY ANNEXING AN AREA APPROXIMATELY 9.847 ACRES IN SIZE, WHICH IS CONTIGUOUS TO THE EXISTING PRIMARY CITY LIMITS, AT THE CRESTVIEW CHURCH ROAD AND ZOO PARKWAY INTERSECTION

WHEREAS, in accordance with Section 160A-31 of the North Carolina General Statutes, Darren K. Lucas submitted a petition to the Asheboro City Council requesting the annexation into the Asheboro primary city limits of a parcel of land he owns at the intersection of Crestview Church Road and Zoo Parkway; and

WHEREAS, at the time of the submission of the annexation petition, this parcel of land was identified by Randolph County Parcel Identification Number 7669289834; and

WHEREAS, the entirety of the territory proposed for annexation is more specifically described by metes and bounds in Section 1 of this Ordinance; and

WHEREAS, on July 13, 2023, by means of a duly adopted resolution (Resolution Number 24 RES 7-23), the council directed the city clerk to investigate the sufficiency of the petition submitted by the petitioner, and the city clerk has in fact certified the sufficiency of the annexation petition; and

WHEREAS, pursuant to Asheboro City Council Resolution Number 25 RES 7-23, a legal notice was published on July 27, 2023, in *The Courier-Tribune*, a newspaper with general circulation in the City of Asheboro, announcing that a public hearing to consider the adoption of an ordinance annexing the described territory into the City of Asheboro would be held during the Council's next regular meeting, which was scheduled to begin at 7:00 p.m. on August 10, 2023, in the council chamber on the second floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203; and

WHEREAS, the public hearing was held, as advertised, on August 10, 2023; and

WHEREAS, the city council has determined that the annexation petition meets the requirements of Section 160A-31 of the North Carolina General Statutes.

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

Section 1. By virtue of the authority granted in Section 160A-31 of the North Carolina General Statutes, the following described contiguous territory is annexed, attached to, and hereby becomes part of the City of Asheboro:

Grant Township, Randolph County, North Carolina:

BEGINNING on the proposed Asheboro primary city limits line at a 1 and 1/4-inch axle that is up six inches at the westernmost corner of the Darren K. Lucas property described in the Office of the Register of Deeds for Randolph County, North Carolina (the "Randolph County Registry") in Deed Book 2829, Page 463 and further identified in Plat Book 156, Page 100, Randolph County Registry (the Lucas property is the tract of land for which annexation has been requested and will be hereinafter referred to as the "Annexation Territory"), this BEGINNING point is located by means of the North Carolina Coordinate System at the coordinates of North 699,063.16 Ground US Survey Feet and East 1,762,303.19 Ground US Survey Feet (NAD 83 (2011)); thence, from the BEGINNING point, following the proposed Asheboro primary city limits line the next three bearings and distances along the northern boundary of the Annexation Territory: North 75 degrees 51 minutes 21 seconds East 208.56 feet to a 1-inch existing iron pipe that is up two inches; thence North 75 degrees 51 minutes 35 seconds East 719.55 feet to a 1 and 1/4-inch existing iron pipe that is up six inches at a stone; thence North 75 degrees 37 minutes 15 seconds East 11.93 feet to a 1-inch existing iron pipe that is up two inches at the northeastern corner of the Annexation Territory and in the existing Asheboro primary city limits line as well as the western margin of the 60-foot public right-of-way for Zoo Parkway (North Carolina Highway 159); thence departing from the northern boundary of the Annexation Territory and running with the existing Asheboro primary city limits line by following the western margin of the public right-of-way for Zoo Parkway in a southeasterly direction along the arc of a curve with a radius of 1750.67 feet and an arc length of 149.87 feet (Delta Angle 04 degrees 54 minutes 18 seconds) a chord bearing and distance of South 11 degrees 49 minutes 10 seconds East 149.83 feet to a point not set/computed point; thence departing from the existing Asheboro primary city limits line, but continuing to run with the western margin of the public right-of-way for Zoo Parkway, by proceeding along the next two curves that form the proposed Asheboro primary city limits line: the first curve runs in a southeasterly direction by following the arc of the curve with a radius of 1750.67 feet and an arc length of 111.01 feet (Delta Angle 03 degrees 37 minutes 59 seconds) a chord bearing and distance of South 16 degrees 05 minutes 18 seconds East 110.99 feet to a point not set/computed point; thence proceeding along the second curve, also in a southeasterly direction, by following the arc of this curve with a radius of 712.07 feet and an arc length of 120.53 feet (Delta Angle 09 degrees 41 minutes 54 seconds) a chord bearing and distance of South 22 degrees 36 minutes 53 seconds East 120.39 feet to a point not set/computed point in the western margin of the public right-of-way for Zoo Parkway; thence South 06 degrees 02 minutes 02 seconds West 136.44 feet in order to follow the public right-of-way line at the intersection of Zoo Parkway and Crestview Church Road (North Carolina Secondary Road 2820) along the proposed Asheboro primary city limits line; thence continuing to follow the proposed Asheboro primary city limits line by running with the northern margin of the 60-foot public right-of-way for Crestview Church Road South 39 degrees 52 minutes 55 seconds West 389.24 feet to a 3/8-inch existing iron rod that is up four inches and is located by means of the

North Carolina Coordinate System at the coordinates of North 698,494.08 Ground US Survey Feet and East 1,763,058.55 Ground US Survey Feet (NAD 83 (2011)); thence departing from the margin of the public right-of-way for Crestview Church Road and following the proposed Asheboro primary city limits line along the western boundary of the Annexation Territory the next two bearings and distances: North 53 degrees 00 minutes 52 seconds West 350.05 feet to a 3/8-inch existing iron rod that is up four inches; thence North 53 degrees 00 minutes 03 seconds West 595.68 feet to the point and place of BEGINNING, and containing a total of 9.847 acres (428,916 square feet), more or less, to be annexed.

The above-stated legal description is in accordance with a plat of survey drawn under the supervision of Professional Land Surveyor Dan W. Tanner, II, L-4787. The plat of survey is titled "Annexation Survey For City of Asheboro: ZooCrest Townhomes" and is further identified by Job No. 14342.

The plat of survey referenced in the immediately preceding paragraph is recorded in Plat Book 181, Page 85, Randolph County Registry.

Section 2. Upon and after August 10, 2023, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheboro and shall be entitled to the same privileges and benefits as other parts of the City of Asheboro. The above-described territory shall be subject to municipal taxes according to Section 160A-58.10 of the North Carolina General Statutes.

Section 3. The Mayor of the City of Asheboro shall cause to be recorded in the Office of the Randolph County Register of Deeds and in the Office of the North Carolina Secretary of State an accurate map of the annexed territory that is described in Section 1 of this Ordinance together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Randolph County Board of Elections as required by Section 163-288.1 of the North Carolina General Statutes.

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

Section 5. This Ordinance shall be in full force and effect upon and after August 10, 2023.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on August 10, 2023.

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

ATTEST:

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

Approved as to form:

/s/Jeffrey C. Sugg
Jeffrey C. Sugg, City Attorney

(b) A Petition Received from Larry McKenzie (Kelly Circle)

(i) A Resolution Directing the City Clerk to Investigate the Annexation Petition

Mr. Leonard provided an overview of the annexation petition submitted by Larry McKenzie. The annexation petition pertains to a parcel of land located at the end of Kelly Circle.

After reviewing the information provided by city staff, Council Member Heath moved and Council Member Swiers seconded the motion to approve/adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 29 RES 8-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE THE SUFFICIENCY OF AN ANNEXATION PETITION SUBMITTED FOR A PARCEL OF LAND AT THE END OF KELLY CIRCLE

WHEREAS, Larry W. McKenzie and Amber M. Hill have submitted a petition requesting the annexation into Asheboro of a parcel of land (Randolph County Parcel Identification Number 7763413934) owned by the petitioners at the end of Kelly Circle; and

WHEREAS, the territory for which the petitioners have requested annexation is contiguous to Asheboro's primary city limits; and

WHEREAS, Section 160A-31 of the General Statutes of North Carolina provides that the sufficiency of the petition shall be investigated by the city clerk before further annexation proceedings may take place; and

WHEREAS, the Asheboro City Council has decided to proceed with the statutorily prescribed voluntary annexation process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the city clerk is hereby directed to investigate the sufficiency of the above-described annexation petition and to certify to the council the results of her investigation.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on August 10, 2023.

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

ATTEST:

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

In anticipation of the council's above-stated action, the city clerk's office conducted an investigation of the annexation petition in advance of the council meeting and prepared the following certificate for council's review.

CERTIFICATE OF SUFFICIENCY
(Annexation Petition Submitted by Larry W. McKenzie and Amber M. Hill)

TO: The City Council of the City of Asheboro, North Carolina

I, Holly H. Doerr, am the City Clerk for the City of Asheboro. I hereby certify that, with the assistance of staff members in various city departments, I have investigated the annexation petition submitted by Larry W. McKenzie and Amber M. Hill. I further certify that the following paragraphs accurately state the information obtained during my

investigation of the annexation petition.

The petitioners have requested the annexation into Asheboro of a parcel of land (Randolph County Parcel Identification Number 7763413934) owned by the petitioners at the end of Kelly Circle. This parcel of land is contiguous to the primary corporate limits of the City of Asheboro.

Based on my investigation, I have concluded that all owners of the real property lying in the area for which annexation has been requested have signed the prescribed petition. The petition appears to be sufficient to satisfy the provisions of Section 160A-31 of the General Statutes of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Asheboro in order to make this certification effective as of August 10, 2023.

(CITY SEAL)

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

(ii) Resolution Setting the Date for a Public Hearing

In light of the preceding council action and the submitted of the certification from the office of the city clerk, Mr. Leonard then recommended adoption of a resolution setting the date for a public hearing on the question of the requested annexation. Council Member Bell moved and Council Member Burks seconded the motion to approve/adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 30 RES 8-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE QUESTION OF THE REQUESTED ANNEXATION OF LAND LOCATED AT THE END OF KELLY CIRCLE

WHEREAS, Larry W. McKenzie and Amber M. Hill have submitted a petition requesting the annexation into Asheboro of a parcel of land (Randolph County Parcel Identification Number 7763413934) they own at the end of Kelly Circle; and

WHEREAS, pursuant to a previously adopted resolution, the city clerk has investigated the sufficiency of the annexation petition; and

WHEREAS, the city clerk has certified the sufficiency of the petition for proceeding with setting the date for a public hearing on the question of the requested annexation pursuant to Section 160A-31 of the General Statutes of North Carolina.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that a public hearing on the question of annexing the territory shown on the plat attached to this Resolution as EXHIBIT 1 will be held in the council chamber on the second floor of Asheboro City Hall, 146 N. Church Street, Asheboro, North Carolina 27203 during a regular meeting of the Asheboro City Council that will begin at 7:00 p.m. on September 7, 2023; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that notice of the public hearing scheduled pursuant to this Resolution shall be published in *The Courier-Tribune*, which is a newspaper having general circulation in the City of Asheboro, at

least ten (10) days prior to the date of the public hearing.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on August 10, 2023.

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

ATTEST:

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

(c) Petition Received from Darren Lucas (WOW Road)

(i) A Resolution Directing the City Clerk to Investigate the Annexation Petition

Mr. Leonard provided an overview of the annexation petition submitted by Darren Lucas. The annexation petition pertains to a parcel of land located along the north side of WOW Road.

After reviewing the information provided by city staff, Council Member Bell moved and Council Member Heath seconded the motion to approve/adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 31 RES 8-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE THE SUFFICIENCY OF AN ANNEXATION PETITION SUBMITTED FOR A PARCEL OF LAND LOCATED ALONG THE NORTH SIDE OF WOW ROAD

WHEREAS, Alexander Thomas Lucas and Darren K. Lucas have submitted a petition requesting the annexation into Asheboro of a parcel of Lucas land (Randolph County Parcel Identification Number 7763933698) located along the north side of WOW Road; and

WHEREAS, the territory for which the petitioners have requested annexation is contiguous to Asheboro's primary city limits; and

WHEREAS, Section 160A-31 of the General Statutes of North Carolina provides that the sufficiency of the petition shall be investigated by the city clerk before further annexation proceedings may take place; and

WHEREAS, the Asheboro City Council has decided to proceed with the statutorily prescribed voluntary annexation process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the city clerk is hereby directed to investigate the sufficiency of the above-described annexation petition and to certify to the council the results of her investigation.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on August 10, 2023.

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

ATTEST:

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

In anticipation of the council's above-stated action, the city clerk's office conducted an investigation of the annexation petition in advance of the council meeting and prepared the following certificate for council's review.

CERTIFICATE OF SUFFICIENCY
(Annexation Petition Submitted by
Alexander Thomas Lucas and Darren K. Lucas)

TO: The City Council of the City of Asheboro, North Carolina

I, Holly H. Doerr, am the City Clerk for the City of Asheboro. I hereby certify that, with the assistance of staff members in various city departments, I have investigated the annexation petition submitted by Alexander Thomas Lucas and Darren K. Lucas. I further certify that the following paragraphs accurately state the information obtained during my investigation of the annexation petition.

The petitioners have requested the annexation into Asheboro of a parcel of Lucas land (Randolph County Parcel Identification Number 7763933698) located along the north side of WOW Road. This parcel of land is contiguous to the primary corporate limits of the City of Asheboro.

Based on my investigation, I have concluded that all owners of the real property lying in the area for which annexation has been requested have signed the prescribed petition. The petition appears to be sufficient to satisfy the provisions of Section 160A-31 of the General Statutes of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Asheboro to make this certification effective as of August 10, 2023.

(CITY SEAL)

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

(ii) Resolution Setting the Date for a Public Hearing

In light of the preceding council action and the submittal of the certification from the office of the city clerk, Mr. Leonard then recommended adoption of a resolution setting the date for a public hearing on the question of the requested annexation. Council Member Bell moved and Council Member Burks seconded the motion to approve/adopt the following resolution by reference. Council Members Bell, Burks, Heath, McCaskill, Moffitt, Redding, and Swiers voted aye. There were no dissenting votes.

RESOLUTION NUMBER 32 RES 8-23

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE QUESTION OF THE REQUESTED ANNEXATION OF LAND LOCATED ALONG THE NORTH SIDE OF WOW ROAD

WHEREAS, Alexander Thomas Lucas and Darren K. Lucas have submitted a petition requesting the annexation into Asheboro of a parcel of Lucas land (Randolph County Parcel Identification Number 7763933698) located along the north side of WOW Road; and

WHEREAS, pursuant to a previously adopted resolution, the city clerk has investigated the sufficiency of the annexation petition; and

WHEREAS, the city clerk has certified the sufficiency of the petition for proceeding with setting the date for a public hearing on the question of the requested annexation pursuant to Section 160A-31 of the General Statutes of North Carolina.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that a public hearing on the question of annexing the territory shown on the plat attached to this Resolution as EXHIBIT 1 will be held in the council chamber on the second floor of Asheboro City Hall, 146 N. Church Street, Asheboro, North Carolina 27203 during a regular meeting of the Asheboro City Council that will begin at 7:00 p.m. on September 7, 2023; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that notice of the public hearing scheduled pursuant to this Resolution shall be published in *The Courier-Tribune*, which is a newspaper having general circulation in the City of Asheboro, at least ten (10) days prior to the date of the public hearing.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on August 10, 2023.

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

ATTEST:

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

19. Upcoming Events and Items not on the Agenda

Mayor Smith and Mr. Ogburn led a discussion of upcoming events within the city government and community in general. No formal action was taken by the city council during this discussion.

There being no further business, the meeting was adjourned at 10:35 p.m.

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

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