SPECIAL MEETING NOTICE
CITY COUNCIL OF THE CITY OF ASHEBORO

MEETING DATE:	**TUESDAY, JUNE 22, 2021**
MEETING TIME:	**7:00 P.M.**
LOCATION:	**COUNCIL CHAMBER ON THE 2ND FLOOR OF ASHEBORO CITY HALL, 146 NORTH CHURCH STREET, ASHEBORO, NORTH CAROLINA 27203**

At 7:00 p.m. on Tuesday, June 22, 2021, the Asheboro City Council will convene for a special meeting in the council chamber located on the 2nd floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203. The following agenda items will be considered and acted upon:

1. A consent agenda with budget ordinance and project ordinance amendment(s) pertaining to the city's current fiscal year (FY 2020-2021);

2. Final action on the proposed City of Asheboro Budget Ordinance for the upcoming fiscal year (FY 2021-2022);

3. An interlocal agreement with Randolph County for law enforcement dispatch services during FY 2021-2022;

4. Entering into closed session to discuss with the city attorney a matter that falls within the attorney-client privilege; and

5. Upon returning to open session, consideration of a resolution authorizing the city attorney to utilize the services of outside counsel.

The open sessions of this Asheboro City Council meeting are open to the public.

This special meeting notice was issued on the 18th day of June, 2021.

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

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SPECIAL MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, ASHEBORO CITY HALL
TUESDAY JUNE 22, 2021
7:00 P.M.

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

David H. Smith) – Mayor Presiding

Clark R. Bell)
Edward J. Burks)

Walker B. Moffitt) – Council Members Present
Jane H. Redding)
Katie L. Snuggs)

Linda H. Carter) – Council Members Absent
Charles A. Swiers)

John N. Ogburn, III, City Manager
Holly H. Doerr, CMC, NCCMC, City Clerk
Deborah P. Reaves, Finance Director
Jeffrey C. Sugg, City Attorney
Tammy M. Williams, Deputy City Clerk

1. Call to Order

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

2. Consent agenda:

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

(a) An ordinance to amend the General Fund for Fiscal Year 2020-2021.

26 ORD 6-21

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2020-2021

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

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

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

Section 1: That the following Revenue line item be decreased:

Account #	Revenue Description	(decrease)
10-399-0000	Fund Balance Appropriation	(764,800)

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

Account #	Expense Description	increase / (decrease)
10-540-0200	Salaries	3,000
10-530-0200	Salaries	285,000
10-550-0200	Salaries	(200,000)

10-615-0200	Salaries	(35,000)
10-620-0200	Salaries	25,000
10-580-0210	Salaries PT	(30,000)
10-550-0210	Salaries PT	(40,000)
10-615-0210	Salaries PT	(15,000)
10-490-0400	Professional Services	50,000
10-575-0400	Professional Services	(30,000)
10-590-0400	Professional Services	(5,000)
10-590-0401	Professional Services	(5,000)
10-590-2000	Computer Programming	(5,000)
10-615-1200	Programs	(8,000)
10-615-1201	Programs (Theatre)	(20,000)
10-615-1202	Programs (Concert)	(8,000)
10-620-1200	Athletic Programs	(40,000)
10-620-1201	Other Programs	(10,000)
10-620-1202	McCrary Park Lease	(5,000)
10-615-1301	Utilities Theatre	(5,000)
10-615-4800	Purchases for resale	(8,000)
10-620-8400	ADA Improvements	(8,000)
10-550-1500	Maintenance & Repair Bldg.	(25,000)
10-640-1500	Maintenance & Repair Bldg.	(10,000)
10-550-3402	Traffic Division Supplies	(15,000)
10-640-3400	Other Supplies	(8,000)
10-550-1600	Maintenance & Repair Eq.	(10,000)
10-500-1600	Maintenance & Repair Eq.	(35,000)
10-620-1600	Maintenance & Repair Eq.	(15,000)
10-640-1600	Maintenance & Repair Eq.	(8,000)
10-580-8300	Tipping fee	(100,000)
10-550-5800	Workers Compensation	(10,000)
10-510-5800	Workers Compensation	(25,000)
10-410-4700	Election / Referendum	(10,000)
10-440-5301	Software Subscription	(50,000)
10-440-5500	Tax Refunds	(45,000)
10-480-3501	Software Licenses	(8,000)
10-420-6000	Small Equipment	(2,000)
10-480-6000	Small Equipment	(2,000)
10-510-3500	Small Equipment	(25,000)
10-510-1100	Telephone	(20,000)
10-565-4600	Street Lighting Contracted	(100,000)
10-565-1700	Maintenance & Repair- Vehicle	(100,000)
10-545-1700	Maintenance & Repair- Vehicle	(2,000)
10-640-1600	Maintenance & Repair- Vehicle	(8,000)
10-440-1400	Travel, Schools Conference	(1,000)
10-420-1400	Travel, Schools Conference	(2,000)
10-545-1400	Travel, Schools Conference	(1,800)
10-510-1400	Travel, Schools, Conference	(5,000)
10-410-1400	Travel, Schools, Conference	(8,000)
	Increase / (Decrease)	(764,800)

Adopted this 22th day of June, 2021.

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

ATTEST:

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

(b) Ordinance to amend the Water and Sewer Fund for Fiscal Year 2020-2021.

27 ORD 6-21

ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2020-2021

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

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

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

Section 1: That the following Revenue line item be decreased:

Account #	Revenue Description	(decrease)
30-399-0000	Fund Balance Appropriation	(837,800)
30-386-0000	DWSRF Loan Proceeds	(2,300,000)
	(Decrease)	(3,137,800)

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

Account #	Expense Description	increase / (decrease)
30-720-0600	Unallocated Pay Changes	(32,000)
30-720-0210	Salaries- PT	(6,000)
30-720-0705	Retirement	6,000
30-720-2001	Software Support / upgrade	(40,000)
30-720-4503	Contracted Services	(60,000)
30-720-6000	Small Equipment	(6,000)
30-810-3401	Meter Replacement	40,000
30-810-0201	Overtime	(10,000)
30-820-0200	Salaries	20,000
30-820-1300	Utilities	(50,000)
30-820-4500	Contracted Services	(200,000)
30-830-0200	Salaries	(30,000)
30-830-0705	Retirement	20,000
30-830-0400	Professional Services	(50,000)
30-830-4500	Contracted Services	(258,000)
30-830-4504	Contracted Services Sludge	(54,000)
30-830-4507	Contracted Services	(5,000)
30-830-5800	Workers Compensation	(6,000)
30-830-6000	Small Equipment	(6,300)
30-830-3500	Chemicals	(20,000)
30-830-1600	Maint. & Repair Equipment	(70,000)
30-840-0200	Salaries	(20,000)

30-840-0201	Overtime	(5,000)
30-840-0210	Salaries PT	(8,000)
30-840-0705	Retirement	14,000
30-840-3600	Uniforms	(5,000)
30-840-5200	Easements	(2,500)
30-850-0201	Overtime	(8,000)
30-850-0210	Salaries PT	(9,000)
30-850-0705	Retirement	15,000
30-850-3400	Other Supplies & Materials	(50,000)
30-850-7400	Capital Outlay	(20,000)
30-870-0400	Professional Services	125,000
30-870-0401	Professional Services	(150,000)
30-870-0705	Retirement	15,000
30-870-4500	Contracted Services	(2,050,000)
30-870-7400	Capital Outlay	(240,000)
30-870-1800	Chemicals	53,000
30-880-0200	Salaries	5,000
30-880-0705	Retirement	10,000
30-880-3400	Other Supplies & Materials	10,000
	Increase / (Decrease)	(3,137,800)

Adopted this 22th day of June, 2021

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

ATTEST:

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

3. Final action on the proposed City of Asheboro Budget Ordinance for Fiscal Year 2020-2021.

After introductory statements by Finance Director Deborah Reaves, the city council proceeded with taking final action on the budget for the upcoming fiscal year.

Council Member Bell moved, and Council Member Snuggs seconded the motion, to approve/adopt the following City of Asheboro Budget Ordinance for Fiscal Year 2021-2022. Council Members Bell, Burks, Moffitt, Redding, and Snuggs voted aye. There were no dissenting votes.

28 ORD 6-21

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, 2021 and ending June 30, 2022, in accordance with the chart of accounts heretofore established for this City:

ACCOUNT	DEPARTMENT OR FUNCTION	APPROPRIATION
10-410	Mayor and Governing Body	137,155
10-420	City Manager's Office	267,372
10-440	Finance Office	565,308
10-450	Legal & City Clerk	246,587
10-480	Information Technology	446,622
10-490	Planning/Community Development	2,050,142
10-500	Municipal Building Headquarters	135,990
10-510	Police Department	9,508,048
10-530	Fire Department	6,026,136
10-540	Building Inspections Department	124,019
10-545	Fire Inspections Department	273,224
10-550	Operations Division - Public Works	1,016,662
10-555	Fleet Maintenance	1,425,178
10-565	Street Maintenance	4,034,846
10-575	City Engineer Office	299,301
10-580	Environmental Services	2,526,585
10-590	Human Resources	418,420
10-615	Arts & Cultural Services	414,757
10-620	Recreation Services	2,027,576
10-625	Municipal Golf Course	232,003
10-630	Library	141,884
10-640	Facilities Maintenance	2,207,839
10-650	Airport Authority	121,415
	Total Appropriations	34,647,069

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

DESCRIPTION	AMOUNT
Ad Valorem Taxes (Real & Vehicle)	16,749,671
Tax Interest	25,279
Tax on Short Term Rental Vehicles	40,709
ABC Board Revenue	287,400
Beer & Wine Tax Revenue	111,182
Cable TV Franchise	15,198
Concessions and Merchandise	21,332
Contracted Maintenance NCDOT	14,794
Utilities Franchise Tax - State	2,489,883
Powell Bill Allocation - State	629,274
Local Sales Tax & Hold Harmless Funds	6,690,220
Building Permits	107,464
Inspection Fees	65,265
Rezoning, Stone, Burial Fees & Cemetery Fees	25,470
Charges for Services – Refuse / Recycle Collection	1,787,328
Recreation Program Revenues	252,230
Sales of Fixed Assets / Materials	26,570
Proceeds of Lease Purchase Financing	2,207,000
Reimbursement from Asheboro City Schools –SRO Officers	263,181
Fund Balance Appropriated	2,571,413
All Other Revenues	266,206
Total Estimated Revenues	34,647,069

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

This rate is based on a total valuation of property for the purposes of taxation of $2.5 billion, and an estimated rate of collection of 98.0%.

Section 4: The following General Fund Fees are hereby adopted for provision of services by the city government for the fiscal year beginning July 1, 2021.

Sanitation Department Fees:

DESCRIPTION	AMOUNT
90 Gallon Residential Garbage Can / per month	$12
90 Gallon Commercial Can / per month	$12
90 Gallon Residential Recycle Can / per month	$2
90 Gallon Commercial Recycle Can / per month	$2
Residential Dumpster / per pick-up	$31
Commercial Dumpster / per pick-up	$31
Above Dumpsters billed monthly based on annualized collection schedule	
Missed Residential Dumpster / per pick-up	$40
Missed Commercial Dumpster / per pick-up	$44
Compaction Dumpster / per pick-up	$44
Missed Compaction Dumpster / per pick-up	$54
Dumpster Rent / per month	$21
Dumpster Clean / Replace / each	$100
Cardboard Dumpster / per pick-up	$20
Recycling Dumpster / per pick-up	$20
Yard Waste Collection per scoop	
First and Second scoop*	$0
Each scoop thereafter*	$12
*Applicable to brush that is within specifications	
Waste left in ditch, curb or street per scoop	$24
Waste out of Specs per scoop	$24
Waste after hours / emergency collection- cost per scoop	$50
Tires Collection / each	$5
C&D /Building Materials / per scoop	$20
Curb side pick-up	$10
Electronics Collection	$10
White Goods Collection	$10

Recycling Transfer Station Fees:

DESCRIPTION	AMOUNT
Tipping Fee per Ton	$48

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Planning Department Fees:

DESCRIPTION	AMOUNT
Rezoning- General District	$200
Rezoning- Conditional Zoning District	$550
Text Amendment	$200
Special Use Permit	$350
BOA: Appeal	$0
Variance	$250
Interpretation	$250
Watershed Permit	$25
Flood Zone Permit	$75
Zoning Compliance Permits:	
SF Res	$25
Duplex	$100
MF Res	$250
Commercial	$250
Industrial / Institutional	$250
SF Accessory Structure	$25
Accessory Structure Commercial	$50
Accessory Structure Industrial	$50
Accessory Structure Institutional	$50
Soil Evaluation	$10
Change Occupancy	$50
Change Use	$250
Sign / sign type	$25
Land Disturbance Permit	$50
Temp Produce/Seasonal Sales Permit	$50
Limited Duration Event Permit	$50
Certificate of Zoning Compliance:	
SF Res	$25
Duplex	$25
MF Res	$50
Commercial	$100
Industrial	$100
Change use	$100
Subdivision	
Sketch	$100
Preliminary	$200
Final	$200 + $25 per lot
Minor	$100
Zoning Verification Official Letter	
Residential	$25
Non-Residential	$75

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The continuation of the ordinance is on the following page.]

Inspection Department Permit Fees:

DESCRIPTION	AMOUNT
Building Permit	$5/$1000 up to $150,000; $1.50/$1,000 thereafter
Minimum Permit	$50
Minimum Sign	$30
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	$30
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	$30
Oil Furnace	$60
Refrigeration Units	
Minimum Permit	$30
Per additional unit over 3	$10
CHANGE OUTS	
Unit Change out (no duct work)	
Residential	$50
Commercial	$60
Commercial - greater than 5 ton	$100
Commercial Grease Hood	$50
Mobile Home Heating/ AC Unit	$40
Gas Appliances	$10 each
Minimum Permit	$50
Electrical Permits	
Temporary service	$30
Residential	$60
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	$60
Sign	$30
Duplex	$120
Apartments (each)	$40

Minimum Permit	$50
*Fee for work started without permit	$100 maximum

*****The Inspection Department permit fee for work started without required permit(s) shall be double the amount above, up to a maximum of $100, per project notwithstanding the number of permits required.

** A $35 re-inspection fee may be assessed for a second and any subsequent failed inspections.

Fire Inspection Department Penalties:

Penalties

Non-Life Safety / offense /day until corrected before re-inspection	$50
Non-Life Safety/offense/day until corrected after re-inspection	$100
Non-Occupancy Life Safety / offense /day until corrected before re-inspection	$150
Non-Occupancy Life Safety/offense/day until corrected after re-inspection	$300
Occupancy Life Safety / person over limit	$100
Exit Life Safety/ locked, blocked, obstructed exit	$500

***** The Fire Inspection Department permit fee for work started without required permit(s) shall be double the amount above, up to a maximum of $100, per project notwithstanding the number of permits required.

Parks & Recreation Fees:

Facility/Activity		City Resident	Non-Resident
Lake Lucas:			
	Daily Fishing Permit	$3	$4
	Annual Fishing Permit	$35	$50
	Daily Jon Boat Rental	$8	$12
	Daily Canoe / Kayak Rental	$6	$10
	Daily Kayak/Canoe Launch	$2.50	$3.50
	Annual Kayak/Canoe Launch	$35	$50
	Daily launch fee	$7	$9.50
	Annual launch fee	$100	$135
	Kayak Rental Spaces	$60	$85
	Boat Rental Spaces	$150	$200
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
Facility/Activity	City Resident	Non-Resident
Additional Field Preparation	$45	$60
Youth Sports Fees:		
Registration fee		
Late fee applied after registration deadline	$30	$50
Sunset Theatre Rentals- Applies to All	$10	$10
Security Deposit		
Dark/Rehearsal (Multi-day use, 4 hour max)	$100	
Non-Profit- Single Day (8 hour max)	$60	
General Meeting/Party Rental (4 hour max)	$175	
Private Event (8 hours max)	$100	
Commercial/ For Profit (8 hours max)	$300	
Rotary Pavilion at Bicentennial Park Rental	$450	
Security Deposit		
Daily Rate	$75	$75
Non-Profit Government Rate	$325	$400
Skate Park	$225	$225
Daily admission		
15 admissions pass	$1	$2
1 year unlimited pass	$10	$25
Party Room Rental (per hour)	$150	$300
Shelter Rental	$20	$30
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
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
Swim Pass (15 admissions)	$30	$40
Pool Rental (2 hrs.) 0-50 people	$150	$225
Pool Rental (3 hrs.) 0-50 people	$225	$300
Golf Course:		
Walking Only	$8	$10
Riding 9 holes- w/ green fees	$15	$18
Riding 18 holes- w/ green fees	$21	$25
Twilight (after 3pm) 18 holes w/ green fees	$16	$20
Facility/Activity	City Resident	Non-Resident
Membership Fees		

Junior (Summer June-August)	$75	$125
Individual	$365	$465

Facility/Activity	City Resident	Non-Resident
Senior	$290	$390
Senior Couple	$475	$575
Family	$600	n/a
Member Cart Fees		
Nine holes	$6	$7
Eighteen holes	$11	$13
Disk Golf Course		
Tournament Rental per day (8 hrs.)	$100	$175

**City Resident/Non-Resident rates are established according to the residence of the individual. City Residents need to obtain a REC card to receive the City Resident Rate.

Facility/Activity	City Resident	Non-Resident
Recreation Center		
Adult Lap Swim	$2.00	$2.00
Aquatic & Group Fitness Classes	$2.00	$3.00
Aquatic & Group Class Pass (15 admissions)	$20.00	$35.00
Open Gym Activities	$1.00	$2.00
Senior Programs:		
Aquatic & Group Fitness	Free	$1.00
Lap Swim	Free	$1.00
Open Gym Activities	Free	$1.00
Senior Games Practice	Free	Free
Rentals:		
Security Deposit	$100.00	$100.00
Conference Room Rental/hr	$20.00	$30.00
Multipurpose Room Rental/hr	$40.00	$60.00
Gym Rental / hr	$60.00	$90.00
Pool Rental – 2 hours	$120.00	$180.00
Pool Rental – 3 hours	$180.00	$270.00
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

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

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The continuation of the ordinance is on the following page.]

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, 2021 and ending June 30, 2022, in accordance with the chart of accounts heretofore established for this City:

ACCOUNT	DEPARTMENT OR FUNCTION	APPROPRIATION
30-720	Billing and Collecting	612,757
30-810	Water Meter Operations	644,452
30-820	Water Supply and Treatment	6,599,194
30-830	Wastewater Treatment	3,554,168
30-840	Water Maintenance	1,633,081
30-850	Wastewater Maintenance	1,814,309
30-860	Technical Services	266,345
30-870	Systems Maintenance	4,521,347
30-880	Water Quality	811,070
	Total Appropriations	20,456,723

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, 2021 and ending June 30, 2022:

DESCRIPTION	AMOUNT
Sale of Water	6,600,000
Sewer Charges	5,126,000
Sampling and Monitoring Fees	25,000
Surcharges	100,000
Septic Tank Discharges	43,000
Water and Sewer Connection Fees	61,000
Late & Return Check Fees	303,000
Loan / Grant Proceeds	3,855,140
Other Revenues	172,300
Retained Earnings	4,171,283
Total Estimated Revenues	20,456,723

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, 2021.

Water and Sewer Billing Department

SERVICE	INSIDE CITY	OUTSIDE CITY
Monthly Cost		
Water Minimum Fee	$13.91	$34.78
Sewer Minimum Fee	$17.18	$42.95
Above referenced minimum bill includes 150 cubic ft. usage		
Consumption Fee- above min. for all above referenced customers		
Water-per 100 cu. ft. over 150 cu. ft.	$2.74	$6.85
Sewer-per 100 cu. ft. over 150 cu. ft.	$2.81	$7.03
Water Only Service (metered)		
Minimum fee (includes 150 cf. usage)	n/a	$34.78
Consumption Fee per 100 cf. over min	n/a	$6.85

SERVICE	INSIDE CITY	OUTSIDE CITY
Sewer Only Service (metered)		
Minimum fee (includes 150 cf. usage)	$17.18	$42.95
Consumption Fee per 100 cf. over min	$2.81	$7.03
Sewer Only Service (non-metered)	$22.80	$45.60
Deposit for Service	$140	$160
Deposits on accounts are applied to final bill upon termination of service		
Low Pressure Sewer System (per pump)	$10	
Landfill Leachate Fee	$1.39 per 100 cf	
Fees:		
Return Check/Draft Fee	$35	$35
Partial Payment Fee	$10	$10
Tamper Fee- First Occurrence	$150	$150
Tamper Fee- Second Occurrence	$500	$500
Late payment charge* - tier 1	$10	$10
Late payment charge* - tier 2	$20	$20
Cleaning / Inspection connection	$10	$10

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

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Water and Sewer Maintenance Department

SERVICE	INSIDE CITY	OUTSIDE CITY
Water Tap Rates		
¾" Complete Service	$2,000	$3,000
1" Complete Service	$2,450	$3,675
1 ½" Complete Service	$4,100	$6,150
2" Complete Service	$4,200	$6,300
¾" New Tap	$1,000	$1,500
1" New Tap	$1,225	$1,838
1 ½" New Tap	$2,050	$3,075
2" New Tap	$2,100	$3,150
¾" New Meter, Setter, Box	$1,000	$1,500
1" New Meter, Setter, Box	$1,225	$1,838
1 ½" New Meter, Setter, Box	$2,050	$3,075
2" New Meter, Setter, Box	$2,100	$3,150
¾" New Meter, existing svc.	$250	$375
1" New Meter, existing svc.	$400	$600
1 ½" New Meter, existing svc.	$600	$900
2" New Meter, existing svc.	$750	$1,125
Services not listed	Cost	Cost plus 50%
Sewer Tap Rates		
4" Complete Service	$1,300	$3,250
6" Complete Service	$1,700	$4,250
Services not listed	Cost	Cost plus 100%

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

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Water Resources Division Fees

WATER/WASTEWATER PARAMETER ANALYSIS

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

METALS ANALYSIS

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

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

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The continuation of the ordinance is on the following page.]

Water Resources Division Fees (continued)

LABORATORY/COMPOSITE SAMPLING CHARGES

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

HAULED WASTEWATER CHARGE

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

INDUSTRIAL SURCHARGES

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

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

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

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

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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 $55,103,792

Adopted this the 22nd day of June 2021.

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

ATTEST:

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

4. Interlocal agreement with Randolph County for law enforcement dispatch services for FY 2021-2022.

City Manager John Ogburn presented and recommended approval, by reference, of an interlocal agreement with Randolph County for law enforcement dispatch services for Fiscal Year 2021-2022. Council Member Burks moved to approve the following agreement by reference, and Council Member Redding seconded the motion. Council Members Bell, Burks, Moffitt, Redding, and Snuggs voted aye. There were no dissenting votes.

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

INTERLOCAL AGREEMENT FOR
LAW ENFORCEMENT DISPATCH SERVICES

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

WITNESSETH:

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

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

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

ARTICLE 1. TERM OF AGREEMENT

1.1 Term of Agreement. The term of this Agreement is for one (1) year beginning on July 1, 2021 and terminating on June 30, 2022.

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

2.1 Independent Contractor Status. At all times when COUNTY and its personnel are rendering services pursuant to this Agreement they shall have the status of independent contractors with respect to CITY. The personnel provided for herein shall at all times be employees of COUNTY and not be employees of CITY. COUNTY shall be solely responsible for the supervision, control, and discipline of its personnel and for the direction of their work activities and assignments. COUNTY shall be solely responsible for the compensation of the personnel including all employee benefits. COUNTY shall be solely responsible for any injury to its personnel and their property.

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

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

ARTICLE 3. OBLIGATIONS OF CITY

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

(a) CITY shall remit to COUNTY monthly the sum of Twenty Thousand Six Hundred Eighty-Six and 33/100 Dollars ($20,686.33) for services rendered pursuant to this Agreement.

(b) In no event shall the amount remitted by the CITY under this Agreement be more than Two Hundred Forty-Eight Thousand Two Hundred and Thirty-Six and no/100 Dollars ($248,236.00).

ARTICLE 4. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF RANDOLPH

(SEAL)

Attest: **By:** _____

Darrell L. Frye, Chairman
Randolph County Board of Commissioners

_____

Dana Crisco, Clerk to the Board

[The remainder of this page was intentionally left blank.
The notarial certificate is on the following page.]

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

Witness my hand and official stamp or seal, this _____ day of _____, 2021.

_____
Notary Public

My Commission expires: _____.

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

_____
William Massie, Finance Officer
Randolph County
CITY OF ASHEBORO

(SEAL)

Attest:

By: _____
David H. Smith, Mayor
City of Asheboro

_____
Holly H. Doerr, City Clerk

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

Witness my hand and official stamp or seal, this _____ day of _____, 2021.

_____
Notary Public

My Commission expires: _____.

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

_____
Deborah P. Reaves, Finance Officer
City of Asheboro

ATTACHMENT A

SCOPE OF SERVICES

1. Answer incoming non-emergency seven-digit telephone line calls for the cities and towns – assisting callers with related questions or issues.
2. Provide safety checks for the officers via radio while on calls, traffic stops, follow-up investigations, etc…
3. Provide cross-communication functions with other public-safety agencies and coordinate appropriate actions to assist the field officers.
4. Contact the Magistrate or other (outside) public-safety officers to assist with related calls or needs within the CITY.
5. Arrange locations for officers to meet other outside officers regarding warrant, suspect, or detainee transactions.
6. Provide cross-communication and coordination with outside agencies and provide constant radio contact with all agencies involved during a vehicle or foot pursuit as it enters or exits the CITY limits.
7. Call utility services, business/property owners, alarm companies, etc… as needed and/or requested by field officers.
8. Call wrecker services and maintain wrecker rotation log for the CITY-approved wrecker services.
9. Radio log all movements and actions of all officers to include traffic stops, business/property checks, meal breaks, funeral processions, school traffic, suspicious person or vehicle checks (officer initiated), etc…
10. Provide requested services for any officer initiated actions not involving a call entry.
11. Division of Criminal Information services provided 24/7:
    - Local, state, national and international wanted checks, to include (NCAWARE, NCIC & III)
      - Communicating with other agencies to arrange pick-up, delivery, or to serve an individual who is wanted and to arrange extradition
    - Provide entries for:
      - Missing/wanted persons
        - Endangered or runaway
      - Stolen vehicles, securities, articles or items
      - Sending attempt to locate messages to other public-safety agencies around the state or nation.
    - Provide clears for:
      - Missing/wanted persons
      - Stolen vehicles, securities, articles, or items
      - Conducting hit confirmations and locate services
    - Entering and/or clearing Silver, Blue and Amber Alerts.
    - Inquiries for valid / invalid concealed carry notifications.
    - Inquiries for driver history / vehicle owner history & identification
    - Inquiries for guns and other registered weapons
    - Accurately maintain the dispatch DCI audit of records for all transactions under the appropriate DCI terminal.
    - Provide officer with appropriate print-outs of driving histories, vehicles histories, criminal histories and the like.
12. Allow citizens to use the 9-1-1 system to report and for a Telecommunicator to provide answering services for animal control, water/sewer, street department, or traffic signal malfunctions (owned by the CITY), or other CITY-specific services after-hours, on weekends and holidays.
13. Contact on-call detectives, alert team, fleet maintenance, and traffic officers after-hours.

14. Maintain audio recordings of all radio traffic on the two primary radio channels for court and public documentation purposes.
15. Provide one additional Telecommunicator during driver check-points.

5. Motion to go into closed session.

Mayor Smith asked for a motion to go into closed session pursuant to Section 143-318.11(a)(3) of the North Carolina General Statutes in order to discuss with the city attorney a matter than falls within the attorney-client privilege.

The requested motion was made by Council Member Redding and seconded by Council Member Moffitt. Council Members Bell, Burks, Moffitt, Redding, and Snuggs voted aye. There were no dissenting votes.

Upon the unanimous adoption of the above-stated motion, the city council went into closed session. The minutes and general account of the closed session have been prepared and approved as a separate document.

6. Return to open session.

After returning to open session, Mr. Ogburn presented and recommended adoption, by reference, of a resolution authorizing the city manager to execute a letter of engagement with Cauley Pridgen, P.A. for the provision of legal representation and advice to the City of Asheboro Board of Adjustment.

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

RESOLUTION NUMBER 16 RES 6-21

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF ENGAGEMENT WITH CAULEY PRIDGEN, P.A. FOR THE PROVISION OF LEGAL REPRESENTATION AND ADVICE TO THE CITY OF ASHEBORO BOARD OF ADJUSTMENT

WHEREAS, with the adoption of Resolution No. 39 RES 11-02 on November 7, 2002, the Asheboro City Council (the "Council") directed the appointed Asheboro City Attorney to provide full legal representation for the City of Asheboro Board of Adjustment (the "BOA"); and

WHEREAS, the Asheboro City Attorney is a full-time city employee, who provides legal opinions to city staff members in their official capacities as officers and employees of the municipal corporation; and

WHEREAS, an appeal of a final administrative decision made by the City of Asheboro Zoning Administrator has been filed with the BOA, and a quasi-judicial hearing on this appeal has been scheduled under file number BOA-21-02; and

WHEREAS, the full-time city attorney has informed the Council that a conflict of interest prevents him from providing legal representation and advice to the BOA in connection with the administrative proceedings identified by file number BOA-21-02; and

WHEREAS, the city attorney has recommended the engagement of the Cauley Pridgen, P.A. law firm to provide representation and legal advice to the BOA in connection with all proceedings arising out of file number BOA-21-02; and

WHEREAS, a proposed "Engagement for Legal Representation" letter prepared by Cauley Pridgen, P.A. has been attached this Resolution as EXHIBIT 1 and is hereby incorporated into this Resolution by reference as if copied fully herein.

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

Section 1. The Council concurs with the city attorney's recommendation to utilize Cauley Pridgen, P.A. to provide representation for and legal advice to the BOA in connection with City of Asheboro Board of Adjustment Case No. BOA-21-02; and

Section 2. The Asheboro City Manager is hereby authorized and directed to execute the letter of engagement attached to this Resolution as EXHIBIT 1.

This Resolution was adopted by the Asheboro City Council in open session during a special meeting held on June 22, 2021.

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

ATTEST:

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

[The exhibit identified in the immediately preceding resolution as EXHIBIT 1 was attached to the resolution adopted by the city council, and this exhibit is on file in the city clerk's office.]

There being no further business, the meeting was adjourned at 7:50 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor