

**AGENDA
SPECIAL MEETING
CITY COUNCIL, CITY OF ASHEBORO
MONDAY, JUNE 29, 2015, 12:30 P.M.**

1. Call to order.
2. Consent agenda.
 - (a) Acknowledgment of the receipt from the Asheboro ABC Board of the following documents:
 - (i) The minutes of the board's meeting on May 4, 2015;
 - (ii) The schedule of the board's meetings for fiscal year 2015-2016;
and
 - (iii) The board's adopted annual budget for fiscal year 2015-2016.
 - (b) The adoption of ordinances amending the City of Asheboro Budget Ordinance for fiscal year 2014-2015, specifically including the General Fund and the Water and Sewer Fund, along with various project funds.
 - (c) The approval of a resolution authorizing the entry of the city into a reimbursement agreement with the North Carolina Department of Transportation for deicing salt.
 - (d) The approval of an Equal Employment Plan in connection with a Community Development Block Grant project.
 - (e) The approval of a Citizen Participation Plan in connection with a Community Development Block Grant project.
3. The finance director will present the proposed City of Asheboro Budget Ordinance for fiscal year 2015-2016.
4. The city attorney will present ordinances to amend the city code to implement the Council's budget decisions.
5. The city attorney will present an ordinance to align city privilege license tax provisions with changes in state law.
6. Adjournment.

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on May 4, 2015

The Asheboro ABC Board met on May 4, 2015, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

Present were Chair Brooke Schmidly, Board Member Steve Knight, Board Member Bob Morrison and General Manager Rodney Johnson (GM). A quorum being present, the Chair called the meeting to order for the transaction of business and business transacted as follows:

The Chair inquired as to any known conflict of interest, appearance of a conflict of interest, or objections concerning agenda items before the Board; after the Chair and both Board members voiced having no conflict, and there being no objection, the agenda was adopted.

The Board reviewed and there being no objection, approved the Minutes from the April 6, 2015, regular meeting.

Representatives Randolph Fellowship Homes (Rodney Trogdon, Board President, and Lori Brady, Administrator) made a presentation to the Board detailing the goals and functions of the organization. After the presentation, Trogdon and Brady answered questions and provided related literature.

Asheboro Police Detective (ABC Officer) Charles Burrows gave a presentation and answered questions concerning his responsibilities and activities as the city's ABC officer. Detective Burrows invited Board members to work with him one evening to see his activities first hand.

Steve Knight and the GM reviewed Board finances and reported all finances remain consistent.

A proposed meeting schedule for Fiscal Year 2015-16 was presented for Board approval. After review, and upon motion by Bob Morrison, the Board approved the proposed schedule (attached hereto and incorporated herein by reference as "Asheboro ABC Board Meeting Schedule for Fiscal-Year 2015-2016").

The Board heard reports from the General Manager concerning the following issues:

1. New Bailment, Surcharge and Markup rates became effective May 1, 2015. Bailment changed to \$1.50 per case, down 10 cents; Surcharge changed to \$1.40 per case, up 60 cents; Markup changed to 39.50%, up .5%.
2. The Board will hold its FY 2015-2016 budget hearing at the June 1, 2015, meeting. The GM will provide required public notice.
3. The Change-Fund Report ending April, 2015, was reviewed with nothing remarkable noted.

4. Asheboro ABC sales statistics comparing:

- April 2015 sales with the previous month indicate:
 - An overall -2.3% change (all sales and tax collections)
- April 2015 sales with sales from the same month last year indicate:
 - Retail Sales +12.2% (\$244,638.45)
 - Mixed Beverage Sales: -5.0% (\$30,052.00)
 - Sales Tax Collections: +12.1% (\$17,059.47)
 - Overall Collections: +10.1% (\$291,749.92)
- April 2015 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +10.1%
 - Mixed Beverage Bottle Sales: -3.2%
 - Overall Bottle Sales: +9.2%

Charts reflecting sales histories were handed out to Board members for review and discussion.

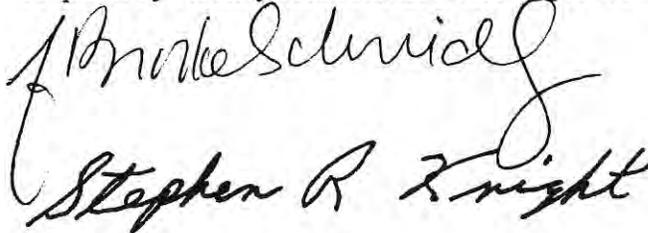
The next regular Asheboro ABC Board meeting will be held Monday, June 1, 2015, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board

6-1-15


GM






Phone (336) 629-2530 • Fax (336) 629-2704

700 South Fayetteville Street, Asheboro, NC 27203

NOTICE

ASHEBORO ABC BOARD MEETING SCHEDULE FOR FISCAL-YEAR 2015-2016

**REGULAR MONTHLY MEETINGS OF THE ASHEBORO ABC BOARD
WILL BE HELD AT 5:30 PM, IN THE ABC STORE BOARD MEETING
ROOM, 700 SOUTH FAYETTEVILLE STREET, ASHEBORO, NC, ON
THE FOLLOWING DATES:**

July 6, 2015

August 3, 2015

September 8, 2015 (Tuesday)

October 5, 2015

November 2, 2015

December 7, 2015

January 4, 2016

February 1, 2016

March 7, 2016

April 4, 2016

May 2, 2016

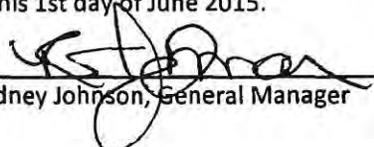
June 6, 2016

**J. Brooke Schmidly, Chair
Asheboro ABC Board
May 4, 2015**

ASHEBORO ABC BOARD
ANNUAL BUDGET FOR FISCAL YEAR
2015-16

Sales		3,149,608.35
Other Income		300.00
	Total	\$3,149,908.35
Less Taxes		740,228.46
	Net Sales	\$2,409,679.89
Less:		
Cost of Sales		1,648,662.03
	Gross Profit	\$761,017.86
Less:		
<u>Operating Expenses</u>		
Salaries, benefits and fees		277,489.93
Payroll taxes		22,277.93
Rent		64,800.00
Repairs and maintenance		9,000.00
Utilities		16,500.00
Insurance - general and bonds		18,000.00
Supplies and janitorial		11,500.00
Travel and training		5,000.00
Professional services		9,250.00
Dues and subscriptions		1,150.00
Bank fees and charges		31,500.00
Miscellaneous & Contingencies		7,550.00
	Total Operating Expenses	\$474,017.86
	Operating Income	\$287,000.00
Less:		
<u>Capital Expenditures</u>		
Future Facility Fund		40,000.00
Capital Improvements		25,000.00
	Total Capital Expenditures	\$65,000.00
		\$222,000.00
Net Income before Distributions		\$222,000.00
Less:		
<u>Distributions</u>		
Law Enforcement		17,000.00
Alcohol Education and Rehab		19,000.00
City of Asheboro General Fund		186,000.00
	Total Distributions	\$222,000.00
	Net Income after Distributions	-

Adopted by the Asheboro ABC Board this 1st day of June 2015.


 Rodney Johnson, General Manager

**City of Asheboro
Finance Office**

To: John N. Ogburn, III, City Manager
From: Debbie Reaves, Finance Director
Date: June 26, 2015
Re: Ordinance to amend General Fund 2014-2015
Ordinance to amend Water & Sewer Fund 2014-2015
Ordinance(s) to amend Sunset Theatre Fund (67)

Attached are the 2014-2015 year end Ordinances to amend the General Fund Budget, the Water & Sewer Fund budget and the Sunset Theatre Project Fund budget.

As typical during the operating year, there are adjustments to various budgeted line items associated with changes in needs / unexpected maintenance etc. These budget amendments allow for movement of funds between departments necessary to be in compliance with the adopted 2014-2015 Budget Ordinance and generally accepted accounting principles. Below are some highlights explaining some of the non ordinary budget increases / modifications in certain departments.

General Fund and Water & Sewer Fund:

With our increased focus on managing our clinic costs and considering the desire to continue to improve on allocation of all costs of operation between the various departmental functions in the General Fund and the Water & Sewer Fund, costs originally expended and charged to the Human Resources Department have been spread out among all budgeted departments on an insured City of Asheboro Employee, Council member, or retiree per capita basis. Some departments were able to “absorb” those costs in their current unspent allocations. Those who did not have the resources are included in the year end budget amendments.

General Fund (Fund 10):

Attached is the 2014-2015 Year End Ordinance to amend the General Fund budget that moves budgeted allocations between various line items within the departments as well as moving allocation from one department to another department.

There is an overall increase of \$29,900 in budgeted allocation for the Finance Department due to increased fees associated with collection of taxes thru the DMV Tax & Tag Program and increased tax remittance refunds resulting from mid-year property revaluations.

There is an overall increase of \$1,100 in the budgeted allocation for the Legal & City Clerk Department resulting from the allocation of Clinic expense to this department.

There is an increase in the Municipal Building department budget as a result of the ongoing renovation of some of the second floor offices. This renovation was necessary in order to relocate Water Resources Director, Michael Rhoney, to City Hall to allow for his office to be used for the Health Clinic expansion scheduled to begin early in the 2015-2016 operating year.

There is an overall increase in budgeted allocation in Police Department Salaries (new hire of two animal control officers, the payout of accrued time to retiring personnel as well as Police Separation allowance paid to retired police officers as outlined in the City of Asheboro Personnel Policy), Health Insurance, Fringe Benefits associated with the reallocation of clinic costs to the departments from the HR department and workers compensation. The total increase to the Police Department budget is \$253,000.

The Fire Department had a significant increase Capital Outlay for some much need equipment. The increase to the Fire Department is \$240,000.

There is an increase of \$20,000 in the Operations / Public Works (550) Salary budget associated with some personnel reorganization done October / November of 2014.

The above budget increases are offset with decreases of \$100,000 in the vehicle parts inventory in the Fleet Maintenance Department, \$160,000 from the Clinic expense in the Human Resources Department, \$126,000 in Capital Outlay line item originally set for the purchase of the Cranford Property and \$169,000 from the budget originally set for the McCrary Ballpark stands renovation. As purchase of the Cranford property has been reallocated to the Economic Development Fund and the renovation of the McCrary grandstands has been delayed.

No additional allocation of Fund Balance was necessary to account for the above referenced changes. All other movement among General fund expenditure line items are within the departments themselves and these do not require Council approval per the City of Asheboro Budget Ordinance.

Water & Sewer Fund (Fund 30):

There is very little movement of monies between departments needing council approval in the Water & Sewer Fund. The Water & Sewer Fund year end amendment moves \$60,000 from the Water Plant Budget (820) Contracted Services line item to the Systems Maintenance (870) department. As Michael Rhoney has presented to the Council in past meetings, some of the projects originally planned for the Water Plant budget this year have been delayed. The budget allocation is being moved to system maintenance to offset a professional services contract to study and evaluate the Penwood Branch sewer line to determine if an upgrade is needed.

All other movement among Water & Sewer fund expenditure line items are within the departments themselves and these do not require Council approval per the City of Asheboro Budget Ordinance.

Sunset Theatre Project Fund:

The ordinance for this project provide for the transfer of campaign contributions from the Sunset Theatre fund to the General Fund to offset the debt service that is being paid out of the General Fund. The debt service for 2014-2015 is \$187,000.

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2014-2015

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 Expense line item be increased / (decreased):

<u>Account #</u>	<u>Expense Description</u>	<u>increase / (decrease)</u>
10-440-5000	Tax Collection Fee	16,900
10-440-5500	Tax Refunds	13,000
10-450-0700	Fringe Benefits	1,100
10-500-3400	Supplies & Materials	11,000
10-510-0200	Salaries & Wages	104,000
10-510-0704	Insurance	51,000
10-510-0700	Fringe Benefits	58,000
10-510-5800	Workers compensation	40,000
10-530-7400	Capital Outlay	240,000
10-550-0200	Salaries & Wages	20,000
10-555-1800	Vehicle Parts inventory	(100,000)
10-590-0401	Professional services- wellness	(160,000)
10-615-7400	Capital Outlay	(126,000)
10-620-1503	Maintenance & Repair McCrary Park	(169,000)
	Increase / (Decrease)	0

Adopted this 29th day of June, 2015

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2014-2015

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

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

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

Section 1: That the following Expense line item be increased (decreased):

<u>Account #</u>	<u>Expense Description</u>	<u>increase / (decrease)</u>
30-820-4500	Contracted Services	(60,000)
30-870-0400	Professional Services	60,000
	Increase / Decrease	0

Adopted this 29th day of June, 2015

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

**ORDINANCE TO AMEND
SUNSET THEATRE PROJECT (FUND #67)
FY 2014-2015**

WHEREAS, the current adopted budget for the Sunset Theatre Project is in the amount of \$2,859,110, and;

WHEREAS, there is \$43,800 remaining budgeted allocation for debt service in the budget and a total of \$187,000 in debt service payments paid from the General Fund in the 2014-2015 year, and

WHEREAS, the project fund has enough revenue generated from the capital campaign on deposit to be used for these debt service payments, and;

WHEREAS, the budget as adopted requires amendment to reflect the transfer of funds from the Sunset Theatre project fund to the General fund for payment of this debt service in 2014-2015, and;

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

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

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

<u>Account #</u>	<u>Revenue Description</u>	<u>Increase</u>	<u>Line item Amended Budget</u>
67-370-0000	Campaign Contributions	92,485	1,002,759
67-367-000	Sales Tax Refund	18,000	18,000
	Total	110,485	

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase / (Decrease)</u>	<u>Line Item Amended Budget</u>
67-840-0000	Professional Services	(32,715)	373,723
67-830-0000	Contribution to GF- Debt service	143,200	522,715
	Total	110,485	

Adopted this the 29th day of June, 2015

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

NORTH CAROLINA
RANDOLPH COUNTY

SALT REIMBURSEMENT AGREEMENT

DATE: 6/3/2015

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Element: 35249.3497

CITY OF ASHEBORO

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Asheboro, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Municipality is authorized by the following legislation: House Bill 881 to purchase deicing salt from the Department for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the Municipality has agreed to reimburse the Department for the deicing salt as hereinafter set out;

NOW THEREFORE, the parties do hereby covenant and agree as follows:

1. The Department shall provide deicing salt to the Municipality. The Municipality understands that the materials to be provided are contingent upon the Department having an adequate supply of said materials.
2. The Municipality shall be responsible for picking up the materials at the Randolph County Maintenance Yard giving a minimum of 24 hour notice and hauling the material within the Municipality.
3. The Municipality shall reimburse the Department within sixty (60) days of billing by the Department. Billing will be based upon the Department's inventory price and/or replacement cost, whichever is greater, and actual quantities purchased. The estimated cost to the Municipality is \$105.05 per ton. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.
4. If the Municipality fails to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.2 authorizes the Department to withhold so much

of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

5. This Agreement shall be for a period of one (1) year from the date of execution of this Agreement. At the end of the year, the results may be reviewed by the Department and the Municipality and extended in writing for one year increments, incorporating any mutually agreed upon cost adjustments. Any extensions will be contingent upon the approval of NCDOT funds by the General Assembly. The Department and/or the Municipality reserve the right to cancel this Agreement with a thirty (30) day written notice to the opposite party.
6. Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented. A Supplemental Agreement is not needed.
7. The Department shall not be liable and shall be held harmless from any and all claims that might arise on account of the Municipality negligence and/or responsibilities under the terms of this agreement and/or project.
8. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST: CITY OF ASHEBORO
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____

Approved by _____, Clerk, of the City of Asheboro as attested to by the signature of the Clerk of the _____ on _____ (Date)

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Federal Tax Identification Number

(SEAL)

Remittance Address:
City of Asheboro

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**ADOPTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM EQUAL EMPLOYMENT PLAN**

WHEREAS, the City of Asheboro is participating in the Community Development Block Grant Program (CDBG) under the Housing and Community Development Act of 1974 as administered through the North Carolina Department of Commerce; and

WHEREAS, an Equal Employment Plan is required for the City's CDBG project;

NOW, THEREFORE, BE IT RESOLVED that to accomplish the above, the Asheboro City Council hereby adopts the Equal Employment Plan, which is attached hereto as EXHIBIT 1 and is incorporated into this Resolution by reference as if copied fully herein, to be used throughout the implementation of this Community Development Block Grant project; and

BE IT FURTHER RESOLVED that the Asheboro City Council certifies the City of Asheboro will meet all federal regulatory and statutory requirements of the Small Cities Community Development Block Grant Program.

This resolution was duly adopted by the Asheboro City Council in open session during a special meeting held on the 29th day of June, 2015.

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

Holly H. Doerr, CMC, NCCMC, City Clerk
City of Asheboro, North Carolina

EXHIBIT 1

EQUAL EMPLOYMENT PLAN

The City of Asheboro maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age political affiliation, or any other non-merit factor, except where religion, sex, national origin or age are bona fide occupation qualifications for employment.

In furtherance of this policy the City of Asheboro prohibits any retaliatory action of any kind taken by any employee of the City of Asheboro against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The City of Asheboro shall strive for greater utilization of all persons by identifying previously under utilized groups in the work force, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development, and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and Affirmative Action measures is hereby assigned to the city manager and/or other persons designated by the manager or City Council to assist in the implementation of this policy statement.

The City of Asheboro shall develop a self evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the City Council by the city manager.

The City of Asheboro is committed to this policy and is aware that with its implementation, the City of Asheboro will receive positive benefits through the greater utilization and development of all human resources.

Adopted this _____ day of _____, 20_____.

Signature of Mayor David H. Smith

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk
City of Asheboro, North Carolina

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**ADOPTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM CITIZEN PARTICIPATION PLAN**

WHEREAS, the City of Asheboro is participating in the Community Development Grant Program (CDBG) under the Housing and Community Development Act of 1974 as administered through the North Carolina Department of Commerce; and

WHEREAS, a Citizen Participation Plan is required for the City's CDBG project;

NOW, THEREFORE, BE IT RESOLVED that to accomplish the above, the Asheboro City Council hereby adopts the Citizen Participation Plan, which is attached hereto as EXHIBIT A and is incorporated into this Resolution by reference as if copied fully herein, to be used throughout the implementation of this Community Development Block Grant project; and

BE IF FURTHER RESOLVED that the Asheboro City Council certifies the City of Asheboro will meet all federal regulatory and statutory requirements of the Small Cities Community Development Block Grant Program.

This resolution was duly adopted by the Asheboro City Council in open session during a special meeting held on the 29th day of June, 2015.

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

Holly H. Doerr, CMC, NCCMC, City Clerk
City of Asheboro, North Carolina

EXHIBIT A

CITIZEN PARTICIPATION PLAN

CITY OF ASHEBORO

This plan describes how the **City of Asheboro** will involve citizens in the planning, implementation and assessment of the Community Development Block Grant (GDBG) program. The funds must be used for projects which benefit low and moderate-income persons and aids in the elimination and prevention of slums and blight. The program is intended to assist governments in understanding neighborhood improvement programs. The regulations give ultimate responsibility for the design and implementation of the program to local elected officials and also requires that citizens be given an opportunity to serve in a key advisory role to these elected officials.

SCOPE OF CITIZEN PARTICIPATION

Citizens will have an opportunity to be involved in all stages of the CDBG program, including program implementation, assessment of performance and design of changes in the Citizen Participation Plan. There will be three (3) general mechanisms for their involvement:

1. To serve on an advisory committee to the project, if such a committee is formed;
2. To attend or hold public hearings or community meetings; and
3. To provide individual citizen efforts in the form of comments, complaints or inquiries submitted directly to the Program Administrators or designated city official.

PROGRAM IMPLEMENTATION

Citizen participation in program implementation will occur primarily through consultation with the municipality. The municipality will be asked to review and comment on specific guidelines for approved projects. Designated city officials will also meet to review any program amendments, budget revisions and program modifications. All such changes will be discussed with the municipality and their comments considered prior to taking action. If program amendments require approval from the North Carolina Department of Commerce, a public hearing shall be held specifically on the amendment. Citizens may also be involved in implementation of projects specifically requiring citizen participation, such as self-help projects. Their roles will be defined as the project develops. Technical assistance will be available as needed.

PROGRAM ASSESSMENT

Program assessment activities by citizens will occur in a variety of ways. A performance hearing will be held thirty to sixty (30 to 60) days prior to the start of planning for the next program year. The Program Amendment will be asked to provide citizen commentary for the Grantee Performance Report.

As a part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of program performance through the program year. Comments should be submitted in writing to Trevor L. Nuttall, Community Development Director, who will respond in writing within ten (10) days. If the response is unsatisfactory, the complainant should write directly to Mayor David H. Smith who shall respond within ten (10) days.

If the citizen is still dissatisfied, he/she should write to North Carolina Department of Commerce, Commerce Finance Center, 4318 Mail Service Center, Raleigh, North Carolina 27699-4318, Attention: Program Representative, requesting an investigation of the problem. Program staff will also be available during normal business hours to respond to any citizen inquiries or complaints.

The Citizen Participation Plan will be subject to annual review and proposed revision, to occur in the period between the performance hearing and the public hearing on the subsequent year's application.

TECHNICAL ASSISTANCE

Technical Assistance will be provided to citizen organizations and groups of low/moderate income persons or target area residents upon request to the City of Asheboro. Such assistance will support citizen efforts to develop proposals, define policy and organize for the implementation of the program. It is expected that such assistance will be provided directly to the municipality in response to their request. Assistance could be provided in the form of local presentations, informational handouts, research of a specific issue or other short-term efforts.

PUBLIC INFORMATION

The City of Asheboro will also undertake public information efforts to promote citizen participation. These efforts will include the following:

1. Public Notice of all Public Hearings will be published in the non-legal section of the local newspaper at least ten (10) days before the scheduled hearing. These notices will indicate the date, time, location and topics to be considered. These notices will also be made available in the form of press releases, as a public service announcement to local radio stations and will be provided to churches within the target area of distribution.
2. Orientation Information will be provided at the first public hearing. The Program Administrator(s) will make a presentation which covers: (a) the total amount of CDBG funds available and the competitive basis for award; (b) the range of eligible activities; (c) the planning process and the schedule of meetings and hearings; (d) the role of citizens in the program and (e) a summary of other program requirements, such as the environmental policies, fair housing provisions and contracting procedures.
3. A Public File containing program documentation will be available for review at Asheboro City Hall during normal business hours. Included will be copies of the Application, Environmental Review Record, the Citizen Participation Plan and the Annual Performance Report. Other program documents are also available for citizen review on request at Asheboro City Hall consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality.
4. Public Hearings an interpreter will be provided for all non-English speaking individuals and/or deaf individuals if requested.

ADOPTED, this the _____ day of _____, 20____.

David H. Smith, Mayor
City of Asheboro

John N. Ogburn, III, City Manager
City of Asheboro

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, 2015 and ending June 30, 2016, in accordance with the chart of accounts heretofore established for this City:

<u>ACCOUNT</u>	<u>DEPARTMENT OR FUNCTION</u>	<u>APPROPRIATION</u>
10-410	Mayor and Governing Body	141,646
10-420	City Manager's Office	201,597
10-440	Finance Office	399,132
10-450	Legal & City Clerk	169,847
10-480	Information Technology	162,126
10-490	Planning/Community Development	542,608
10-495	Marketing & Communication	81,415
10-500	Municipal Building Headquarters	108,800
10-510	Police Department	7,687,896
10-530	Fire Department	4,832,969
10-540	Building Inspections Department	156,410
10-545	Fire Inspections Department	274,022
10-550	Operations Division - Public Works	877,384
10-555	Fleet Maintenance	1,259,026
10-565	Street Maintenance	2,679,849
10-575	City Engineer Office	176,925
10-580	Environmental Services	2,268,907
10-585	Recycling Transfer Station	194,459
10-590	Human Resources	457,855
10-615	Arts & Cultural Services	529,545
10-620	Recreation Services	954,100
10-625	Municipal Golf Course	194,794
10-630	Library	70,800
10-640	Facilities Maintenance	1,879,045
10-650	Airport Authority	97,050
	Total Appropriations	26,398,207

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2015 and ending June 30, 2016:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Ad Valorem Taxes (Real & Vehicle)	14,876,323
Tax Penalties & Interest	53,000
Penalties & Interest- vehicles	26,500
Tax on Short Term Rental Vehicles	28,000
ABC Board Revenue	197,000
Beer & Wine Tax Revenue	95,000
TW Cable TV Franchise	23,000
Concessions and Merchandise	64,800
Contracted Maintenance NCDOT	32,000
Utilities Franchise Tax - State	2,100,000
Powell Bill Allocation - State	675,000
Local Sales Tax & Hold Harmless Funds	4,530,428
Building Permits	40,000
Inspection Fees	30,000
Rezoning, Stone, Burial Fees & Cemetery Fees	20,000
Court Costs, Fees & Charges, parking fees	10,250
Charges for Services - Refuse Collection	1,868,206
Recycling Revenues	21,000
Recreation Program Revenues	343,400
Sales of Fixed Assets / Materials	40,000
Proceeds of Lease Purchase Financing	920,000
Reimbursement from Asheboro City Schools –SRO Officers	240,000
All Other Revenues	164,300
Fund Balance Allocation	
Total Estimated Revenues	26,398,207

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 \$2,306,227,964, and an estimated rate of collection of 97.0%.

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, 2015.

Sanitation Department Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
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 <u>monthly</u> based on annualized collection schedule	
Missed Residential Dumpster / per pick-up	\$40
Missed Commercial Dumpster / per pick-up	\$44
Compaction Dumpster / per pick-up	\$44
Missed Compaction Dumpster / per pick-up	\$54
Dumpster Rent / per month	\$21
Dumpster Clean / Replace / each	\$100
Cardboard Dumpster / per pick-up	\$20
Recycling Dumpster / per pick-up	\$20
Yard Waste Collection per scoop	
First and Second scoop*	\$0
Each scoop thereafter*	\$12
*Applicable to brush that is within specifications	
Waste left in ditch, curb or street per scoop	\$24
Waste out of Specs per scoop	\$24
Waste after hours / emergency collection-	\$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	\$48

Planning Department Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Rezoning	\$200
Text Amendment (Ordinance, use list)	\$200
Map of CU district Only	\$200
SU/CU Permit or amendments	\$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	\$25
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

Inspection Department Permit Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Building Permit	\$5/\$1000 up to \$150,000; \$1.50/\$1,000 thereafter
Minimum Permit	\$30
Minimum Sign	\$30
Non-bid Jobs (new)	\$40/ sq. ft
Habitable Space	\$20/ sq. ft
Mobile Home	\$100
Swimming Pool	\$100
Demolition	\$60
Relocate Structure	\$120
Plumbing Permit	\$5 per fixture, \$30 minimum
Sewer Line: House	\$30
Sewer Line: Commercial/Large	\$100
Heating/ AC Permit	
Boiler	\$0.0005/BTU
Gas Line-Residential	\$30
Gas Line-Commercial	\$50
Gas Furnace/Gas Pack	\$50
Heat Pump	\$50
Oil Furnace	\$50
Air Conditioners: Under 5 tons	\$50
Additional per ton over 5	\$10
Unit Change out (no duct work)	\$25 Residential
Unit Change out (no duct work)	\$50 Commercial
Commercial Grease Hood	\$50
Mobile Home Heating/ AC Unit	\$40
Gas Appliances	\$10 each
Minimum Permit	\$30
Electrical Permits	
Temporary service	\$30
Residential	\$50
Commercial	\$100 first 5000 sq ft plus \$5/1000 sq ft
Service Charge	\$30
Service Repair	\$30
Mobile Home Service	\$50
Sign	\$30
Duplex	\$100
Apartments (each)	\$40
Fee for work started without permit	\$100 Maximum

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

Fire Inspection Department Permits & Penalties:

Permit: Operational & Construction	\$100
Fee for work started without required Permit	\$100*
Annual Fire Inspection Re-inspection Fee:	\$35
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 fee for work started without required permit(s) shall be \$100 per project notwithstanding the number of permits required.

Parks & Recreation Fees:

<u>Facility/Activity</u>	<u>Service</u>	<u>City Resident</u>	<u>Non-Resident</u>
LakeLucas:			
	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

<u>Facility/Activity</u>	<u>Service</u>	<u>City Resident</u>	<u>Non-Resident</u>
Baseball/Softball Field Rental:			
	Rental per Hour (no lights)	\$15	\$20
	Rental Per Hour (lights)	\$25	\$35
	Tournament rental per weekend		
	One field facility	\$175	\$255
	Two field facility	\$300	\$400
	Concession Stand/Restroom	\$50	\$65
	Additional Maintenance	\$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	
	Dark/Rehearsal (multi day, 4 hour max)	\$60	
	Non-Profit/ Gov't/ School (single day 8 hour max)	\$175	
	General Meeting/Party Rental (4 hour max)	\$100	
	Private Event (8 hour max)	\$300	
	Commercial/ For Profit (8 hour max)	\$450	
Rotary Pavilion at Bicentennial Park Rental			
	Security Deposit	\$75	\$75
	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
Room Rental (Skate Park)			
	1 hour	\$20	\$25
	½ day	\$60	\$75
	Full day	\$100	\$125
Shelter Rental			
	Memorial Park: 10am-3pm; 3:30pm-dark	\$18	\$35
	Full day	\$35	\$70
	All other Parks: 10am-3pm; 3:30pm-dark	\$10	\$20
	Full day	\$20	\$40
Tennis Courts			
	Lights per hour per court	\$3	\$4

<u>Facility/Activity</u>	<u>Service</u>	<u>City Resident</u>	<u>Non-Resident</u>
Pools:			
Public Swim (day)			
	2 years & under w/ paying adult	\$0	\$0
	3 years & older	\$2.50	\$3.25
	Groups (15+)	\$2	\$2.75
Public Swim (night)			
	2 years & under w/ paying adult	\$0	\$0
	3 years & older	\$2	\$2.75
Public Lap Swim		\$1	\$1.75
Public Senior Swim		\$1	\$1.75
Swimming lessons (group)		\$25	\$30
Swimming lessons (private)		\$50	\$60
Swim Pass (15 admissions)		\$30	\$40
Pool Rental (2 hr min) 0-49		\$150	\$225
Pool Rental (2 hr min) 50+		\$200	\$300

<u>Facility/Activity</u>	<u>Service</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 fees	\$16	\$20
Membership Fees			
	Junior (Summer June-August)	\$75	\$125
	Individual	\$365	\$465
	Senior	\$290	\$390
	Senior Couple	\$475	\$575
	Family	\$600	n/a
Member Cart Fees			
	Nine holes	\$6	\$7
	Eighteen holes	\$11	\$13
Disk Golf Course			
	Tournament Rental per day (8 hrs)	\$100	\$175

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

Downtown Farmer's Market	Member	Additional Space
Daily Fee	\$5	\$10

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, 2015 and ending June 30, 2016, in accordance with the chart of accounts heretofore established for this City:

<u>ACCOUNT</u>	<u>DEPARTMENT OR FUNCTION</u>	<u>APPROPRIATION</u>
30-720	Billing and Collecting	375,409
30-810	Water Meter Operations	753,154
30-820	Water Supply and Treatment	2,891,405
30-830	Wastewater Treatment	4,062,708
30-840	Water Maintenance	1,345,370
30-850	Wastewater Maintenance	1,463,172
30-860	Technical Services	196,354
30-870	Systems Maintenance	1,299,909
30-880	Water Quality	696,983
	Total Appropriations	13,084,464

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, 2015 and ending June 30, 2016:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Sale of Water	6,658,162
Sewer Charges	5,157,000
Sampling and Monitoring Fees	25,000
Surcharges	100,000
Septic Tank Discharges	43,000
Water and Sewer Connection Fees	43,000
Late & Return Check Fees	365,500
Other Revenues	175,300
Retained Earnings	517,502
Total Estimated Revenues	13,084,464

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, 2015.

Water and Sewer Billing Department

<u>SERVICE</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
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
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	
Fees:		
Return Check/Draft Fee	\$25	\$25
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.

Water and Sewer Maintenance Department

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

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

Water Resources Division Fees

WATER/WASTEWATER PARAMETER ANALYSIS

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

METALS ANALYSIS

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

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

Water Resources Division Fees (continued)

LABORATORY/COMPOSITE SAMPLING CHARGES

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

HAULED WASTEWATER CHARGE

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

INDUSTRIAL SURCHARGES

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

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

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

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

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

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

TOTAL GROSS BUDGET	\$39,467,671
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Adopted this the 29th day of June 2015.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Amendments to Harmonize the Provisions of the Code of Asheboro with the Adopted Budget Ordinance for Fiscal Year 2015-2016

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

WHEREAS, Chapter 51 of the Code of Asheboro prescribes general regulations pertaining to the collection of solid waste and other operations conducted by the city’s environmental services department; and

WHEREAS, during a special meeting held on June 29, 2015, the Asheboro City Council adopted a budget ordinance for fiscal year 2015-2016; and

WHEREAS, certain provisions in the Code of Asheboro must be amended to properly implement the legislative decisions made with the adoption of the budget ordinance for fiscal year 2015-2016;

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

Section 1. Section 50.004 of the Code of Asheboro, which pertains to water and sewer connection fees, is hereby rewritten to provide as follows:

§ 50.004 WATER AND SEWER CONNECTION FEES

(A) *Water service connection fee for service to property inside the city limits.* The following fees shall be charged for connection to a city water main for property inside the city limits:

Size	Complete service to right-of-way	New tap only	New meter and setter with box only	New meter only installed in existing service
5/8" x 3/4"	\$1,700 \$2,000	\$850 \$1,000	\$850 \$1,000	\$215 \$250
1"	\$2,100 \$2,450	\$1,050 \$1,225	\$1,050 \$1,225	\$350 \$400
1½"	\$3,510 \$4,100	\$1,755 \$2,050	\$1,755 \$2,050	\$500 \$600
2"	\$3,550 \$4,200	\$1,775 \$2,100	\$1,775 \$2,100	\$650 \$750

(B) *Water service connection fee for service to property outside city limits.* The following fees shall be charged for connection to a city water main for property outside the city limits:

Size	Complete service to right-of-way	New tap only	New meter and setter with box only	New meter only installed in existing service
5/8" x 3/4"	\$2,550 \$3,000	\$1,275 \$1,500	\$1,275 \$1,500	\$323 \$375
1"	\$3,150 \$3,675	\$1,575 \$1,838	\$1,575 \$1,838	\$525 \$600
1½"	\$5,265 \$6,150	\$2,633 \$3,075	\$2,633 \$3,075	\$750 \$900
2"	\$5,325 \$6,300	\$2,663 \$3,150	\$2,663 \$3,150	\$975 \$1,125

(C) *Sewer service connection fee for service to property inside city limits.*

(1) Subject to division (C)(2) below, the following fees shall be charged for connection to the city sewer system for property inside the city limits:

Size	Complete service to right-of-way
4"	\$1,100 \$1,300
6"	\$1,450 \$1,700

(2) As an incentive for early connection to the sanitary sewer system, the above-stated sewer service connection fees shall be discounted on the basis of how quickly owners of property required to connect to the sanitary sewer system pursuant to § 50.095 do in fact make the required connections. The baseline for determining the amount of the discount for which a property owner is eligible shall be referred to as the notification date, and this notification date is the date on which the notice required by § 50.099 is deposited by the city with the United States Postal Service for delivery as first class mail. If a sewer service connection is made within two and one-half years of the notification date, the sewer service connection fee shall be waived. If a connection is made after two and one-half years, but before five years have lapsed, the sewer service connection fee shall be discounted by 75%. If a connection is made after five years, but before seven and one-half years have lapsed, the sewer service connection fee shall be discounted by 50%. If a connection is made after seven and one-half years, but before ten years have lapsed, the sewer service connection fee shall be discounted by 25%. No discount shall be available once ten years have lapsed since the notification date. This incentive plan does not apply to extensions of the public sanitary sewer system completed prior to January 1, 2008, and this incentive plan does not apply to extensions of the public sanitary sewer system that are undertaken as part of the major subdivision review and approval process prescribed by the City of

Asheboro Subdivision Ordinance or are otherwise initiated by some person or entity other than the city.

- (D) *Sewer service connection fee for service to property outside city limits.* The following fees shall be charged for connection to the city sewer system for property outside the city limits:

<i>Size</i>	<i>Complete service to right-of-way</i>
4"	\$2,750 <u>\$3,250</u>
6"	\$3,625 <u>\$4,250</u>

- (E) Charges include all street repairs.
- (F) When a connection to a city water or sewer facility, which has been extended into an area outside of the city's corporate limits at the sole expense of the city, has been authorized by the City Council pursuant to ~~§ 50.008(C)(2)~~ § 50.008(B)(2) of this chapter, a surcharge shall be imposed on such a connection in addition to any other fee prescribed by this section. The amount of the surcharge shall be calculated by distributing the cost incurred by the city, less any expense offset by the standard connection fee, pro rata between the owners of each parcel of land served by the water or sewer facility to which the connection is to be made. The exact surcharge for any particular water or sewer facility subject to this division shall be listed in the schedule of water/sewer service connection surcharges. This schedule of surcharges shall be maintained in the office of the City Clerk and shall be available for public inspection during regular business hours.
- (G) Unlisted water and sewer service items for property inside city limits will be at cost.
- (H) Unlisted water service items for property outside city limits will be at cost plus 50%.
- (I) Unlisted sewer service items for property outside city limits will be at cost plus 100%.
- (J) Approval must be secured from the North Carolina Department of Transportation before state-maintained streets can be cut.

Section 2. Section 50.006 of the Code of Asheboro, which pertains to the payment of service charges, is hereby rewritten to provide as follows:

§ 50.006 PAYING SERVICE CHARGES

- (A) Water and sewer accounts are payable to the City Water Department, 146 North Church Street, Asheboro, North Carolina. All bills are due and payable on receipt, and, subject to division (C) of this section, all accounts for which payment is not received by the Water Department within 15 days from the billing date indicated on the bill shall be considered delinquent. Once an account becomes delinquent, a \$10 fee shall be assessed against the account as a first tier late fee. If an account remains in a state of delinquency as of the 25th

day from the billing date indicated on the bill, an additional \$20 fee shall be assessed against the account as a second tier late fee. Upon assessment, any and all late fees shall be immediately due and payable. For all delinquent accounts that are in a state of delinquency of 25 days or more, a reminder cut-off notice shall be mailed which shall specify a final date, not prior to ten days after the delinquent date, by which payment must be remitted or service will be discontinued pursuant to and in accordance with § 50.007. The reminder cut-off notice shall also provide notice that customers may submit disputed bills to the Water and Sewer Billing and Collections Department supervisor for review; the supervisor or his or her deputy shall be authorized to make adjustments to the billing amount in accordance with § 50.021 if such is deemed proper following the review and the bill is unpaid. The notice shall specify the hours during which a customer may call or come by for a review of disputed unpaid bills. After the review process, any customer who does not pay or make arrangements to pay the adjusted amount determined by the review process to be owed to the city shall be entered on a list of delinquent customers whose services are to be terminated pursuant to and in accordance with § 50.007.

- (B) If notification is received that a check has not been honored and has been returned due to insufficient funds or for any other reason, a charge of \$25 shall be added to the customer's current bill, and such charge shall become immediately due and payable. Additionally, if payment in full with good funds has not been received within 15 days from the billing date indicated on the customer's bill, the account shall be considered delinquent. In the event an account becomes delinquent due to a financial institution not honoring a check, a \$10 late fee shall be assessed against the account as a first tier late fee. If the account is or remains in a state of delinquency as of the 25th day from the billing date, an additional \$20 fee shall be assessed against the account as a second tier late fee. A customer shall have five business days from the date of notification to the city that the customer's check has not been honored to make payment in full, including any assessed fees, with good funds to the City Water Department. If the outstanding balance is not paid in full with good funds within the time period specified in the preceding sentence or by the 25th day of the month in which the bill is first due and payable, whichever is later, the customer's water service will be discontinued without further notice pursuant to and in accordance with § 50.007. Whenever within any 12-month period the city is notified on two separate occasions that a customer's check has been returned due to insufficient funds in the account or for any other reason, such a customer shall be required to make payment in good funds for 12 consecutive billing periods before such a customer is eligible to make payments in any other form.
- (C) As with all other customers, water and sewer accounts that are paid by means of automatic draft are payable to the City Water Department, 146 North Church Street, Asheboro, North Carolina. Customers who choose to make payments on their water and sewer accounts by means of automatic draft may make arrangements with the City Water Department to have an appropriate account at a financial institution drafted for payment in full of a regular billing on the tenth day, fifteenth day, twentieth day, or twenty-fifth day of the month in which a bill is due and payable. If notification is received that an attempted automatic draft of a payment has failed due to insufficient funds in a customer's designated account or for any other reason, a charge of \$25 shall be added to the customer's current bill, and such

charge shall become immediately due and payable. Additionally, if any attempted automatic draft of a customer's account fails and payment in full with good funds has not been received within 15 days from the billing date indicated on the customer's bill, the account shall be considered delinquent. In the event an account becomes delinquent, a \$10 late fee shall be assessed against the account as a first tier late fee. If the account is or remains in a state of delinquency as of the 25th day from the billing date, an additional \$20 fee shall be assessed against the account as a second tier late fee. A customer shall have five business days from the date of notification to the City Water Department that an automatic draft of the customer's designated account has not been honored to make payment in full, including any assessed fees, with good funds to the City Water Department. If the outstanding balance is not paid in full with good funds within the time period specified in the preceding sentence or by the twenty-fifth day of the month in which the bill is first due and payable, whichever is later, the customer's water service will be discontinued without further notice pursuant to and in accordance with § 50.007. Whenever within any 12-month period the City Water Department is notified on two separate occasions that an attempt to automatically draft a customer's designated account for payment has failed due to insufficient funds in the account or for any other reason, such a customer shall be required to make payment in good funds only for 12 consecutive billing periods before such a customer is eligible to make payments to the city in any form other than good funds.

Section 3. Section 50.007 of the Code of Asheboro, which pertains to the discontinuance of service for delinquent accounts and restoration fees, is hereby rewritten to provide as follows:

**§ 50.007 DISCONTINUANCE OF SERVICE FOR DELINQUENT ACCOUNTS;
RESTORATION FEE**

- (A) Any customer whose water and sewer service bill shows that payment is due for the current month and one preceding month shall have his water service discontinued if the account is not paid within 25 days from the billing date indicated on the bill in the greatest state of delinquency.
- (B) Any customer who has had service disconnected and who applies for restoration of service shall be considered a new customer; provided, however, that the restoration of service for such a customer shall not relieve the customer of any of his or her obligations and liabilities to the City of Asheboro for any and all outstanding balances, specifically including without limitation any assessed fees, still owed to the City of Asheboro as a consequence of the individual's or entity's past relationship with the City of Asheboro as a customer of the Water and Sewer Department. Furthermore, the provisions of this division of § 50.007 shall not be construed so as to provide relief from restrictions as to the form of payment that will be accepted from a customer when that customer has had water service discontinued pursuant to division (F) of this section and § 50.006 of this chapter divisions (B) and (C) of § 50.006 of this chapter. Prior to the restoration of service to an individual or entity as a new customer under the provisions of this division of § 50.007, such a customer must pay the deposit amount required of a new customer, if the previous deposit

was applied to an outstanding balance, plus a minimum of one-half of the total outstanding balance, including any and all service fees and other assessed fees, owed by the individual or entity to the City of Asheboro as a former customer. If a customer makes a partial payment in accordance with this division in order to have service restored at either a previous or a new service address, such a customer shall, prior to the restoration of service, remit to the Water and Sewer Billing Department, in addition to any other fees or charges, a partial payment service fee of \$10. The remaining balance of the outstanding debt shall be billed to the customer on the customer's next billing and shall be subject to collection in the same manner as prescribed for any regular bill. Notwithstanding any other provision of this Chapter, a customer may not utilize a partial payment to obtain the restoration of service on more than one occasion during any six calendar month period.

~~(C)(1) When water service has been discontinued to a customer and the customer does not remit payment on his account, the Water and Sewer Billing Department shall send a letter to the last known address of the customer informing him that this matter will be turned over to a collection agency in 30 days of the date of the letter if the account balance is not paid in full within that time period. There will be no set format for this letter. The envelope in which the letter is mailed will bear a request for the Post Office to forward it to any known proper address of the customer.~~

~~(2) If the account balance is not settled within 30 days of the mailing of the above letter, the account is to be turned over to a collection service to be recorded on the customer's credit record. The city shall authorize the collection service to make their best effort to collect the balance due. Any account turned over to the collection service shall be noted by a flag on the customer's record on the city's computer records, so that if an amount is collected, the portion due the collection service under the city's contract with them can be remitted as required. The City Council's approval shall be required before the city can enter into any contract for collection services with a collection agency.~~

~~(C) In addition to the option to institute a civil suit against a debtor to recover amounts owed, when service has been discontinued to a customer and the customer does not remit payment on the delinquent account, the city finance department may submit a claim for the delinquent amount(s) for which the customer is liable to the state's debt set-off program established under Chapter 105A of the North Carolina General Statutes for recovery against the debtor's state income tax or state lottery winnings, if any.~~

Section 4. Section 50.016 of the Code of Asheboro, which pertains to the deposit required for water service, is hereby rewritten to provide as follows:

§ 50.016 DEPOSIT REQUIRED FOR WATER SERVICE

All occupants of residential, business, or commercial dwellings, or buildings, other than owners thereof, are required to make a deposit ~~of \$110~~ \$140 for customers charged inside rates and \$140 \$160 for customers charged outside rates.

Section 5. Section 50.104 of the Code of Asheboro, which pertains to low pressure sewer systems, is hereby rewritten to provide as follows:

§ 50.104 LOW PRESSURE SEWER SYSTEMS

- (A) It is the policy of the City of Asheboro to utilize and construct conventional gravity sewer systems in combination with pumping stations and wet wells. All new development proposals shall adhere to this design requirement. In the sole discretion of the City Council, a waiver from this requirement may be granted by the City Council when it is demonstrated to the satisfaction of the governing board that a low pressure sewer system should be used to solve wastewater disposal problems for an existing development because, in the sole judgment of the City Council, a gravity sewer system with pumping stations is not a feasible solution to the wastewater disposal problem.
- (B) The provisions of this chapter pertaining to the municipal sanitary sewer system have been enacted in order to create a regulatory framework that addresses the requirements of a conventional gravity sewer system. Unless the context clearly requires otherwise, the provisions of this chapter shall be applied to the fullest extent possible to properly authorized low pressure sewer systems that are operated and controlled by the city. If a conflict develops between the provisions of this section and any other provision in this chapter, the regulation prescribed by this section shall be the controlling authority in cases where a low pressure sewer system is at issue.
- (C) Within an existing development that has been approved by the City Council for a low pressure sewer system, the owner of a lot may connect to the city maintained low pressure sewer system only after applying for and receiving a sewer service connection permit from the City of Asheboro Engineering Department. In order to properly apply for such a permit, the property owner must complete an application packet developed by the city and available in the Engineering Department. This packet shall include, by way of illustration and not limitation, an application form and an easement agreement granting a sewer easement to the city over an area described by metes and bounds on a plat of survey procured at the applicant's expense. This executed easement is needed in order to provide city personnel and/or contractors with lawful authorization to enter the lot to install and maintain the needed infrastructure. Once all of the requested information is completed, executed, submitted and accepted by the Engineering Department, a sewer service connection permit will be issued. The city, and only the city or its contractors, will perform the installation of the grinder pump station as a turnkey job.
- (D) The sewer service connection permit will not be issued until a fee of ~~\$7,000~~ **\$8,000** is paid to the city in order to reimburse the city for costs associated with the city's installation of a grinder pump station and other infrastructure needed to connect the applicant's structure to the low pressure sewer system. After the installation is complete, a ~~\$5~~ **\$10** maintenance fee will be added as a surcharge to the customer's monthly water/sewer bill, and this monthly surcharge is to be paid in addition to any other charges that appear on the customer's bill in accordance with the provisions found in other sections of this chapter. The monthly revenue realized from the surcharge imposed on every customer served by the low pressure

sewer system will be placed in a Grinder Pump Maintenance Reserve Fund that shall be used exclusively for paying costs associated with the repair and maintenance of the low pressure sewer system.

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

- (F) Notwithstanding any other provision of this chapter, customers shall be subject to the following rules and regulations pertaining to negligence or misuse of the system/infrastructure:

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

- (a) Glass;
- (b) Metal;
- (c) Gravel, sand (including aquarium stone), and coffee grinds;
- (d) Seafood shells;
- (e) Socks, rags, or cloths;
- (f) Plastic;
- (g) Sanitary napkins or tampons;
- (h) Disposable diapers;
- (i) Kitty litter;
- (j) Explosives;
- (k) Flammable materials;
- (l) Lubricating oil, grease, cooking oil, paint;
- (m) Strong chemicals;
- (n) Gasoline or diesel fuel; and
- (o) Stormwater runoff.

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

Section 6. Section 51.35 of the Code of Asheboro, which pertains to fees charged to commercial sanitation customers, is hereby rewritten to provide as follows:

§ 51.35 USER CHARGES FOR COMMERCIAL SANITATION CUSTOMERS

- (A) A charge of ~~\$27.00~~ \$31.00 per regularly scheduled pick-up of a dumpster, ~~\$10.00~~ \$12.00 per month per solid waste disposal can, ~~\$1.00~~ \$2.00 per month for each recycling container, and \$10.00 per month for curbside pick-up of solid waste material equivalent in volume to the capacity of a commercial can is hereby established for commercial sanitation customers. The charge for compaction dumpsters shall be \$44.00 per regularly scheduled pick-up. Additional pick-ups for commercial dumpsters shall be \$40.00 per pick-up, and additional pick-ups for compaction dumpsters shall be \$54.00.
- (B) Dumpsters may be rented from the city by a commercial customer at a rental rate of \$21.00 per dumpster per month. A customer's eligibility to rent a dumpster from the city is contingent on the customer utilizing the city as the exclusive provider of solid waste collection services for the rented dumpster(s). The city's environmental services department will terminate, without any penalty to the city, the rental relationship with a customer and will immediately retrieve any and all dumpsters rented to a customer if a solid waste collection service other than the city is found to have collected materials from a city-owned dumpster. The city will replace a dumpster previously rented from the city with a cleaned dumpster upon the request and agreement of the customer to receive this service at a charge of \$100.00 per dumpster each time such a request is made.
- (C) For purposes of this section and throughout Chapter 51, commercial customer is hereby defined as any customer which is a non-residential or a non-industrial user.
- (D) Cans provided exclusively by the city may be used as a substitute for dumpsters in areas approved by the environmental services department.
- (E) A one pick-up per week minimum is hereby established for any commercial customer using a dumpster.
- (F) The collection charges instituted in this section will be added to the sanitation customer's water and sewer bill. Payment terms will be the same as for the water and sewer bill. In the event of nonpayment of this charge, collection of the customer's refuse/recyclables will be discontinued until payment is remitted in full. All payments for solid waste/recycling services user fees and water and sewer charges whether full or partial payments shall be applied to the customer's account as follows: First, to any solid waste services user fee charges including any arrears charges; second, to any recycling services user fee charges including arrears charges; and third, to any water and sewer charges including arrears charges. In the event of partial payments, the utility charges will be considered outstanding and the prescribed disconnection of services for non-payment will be enforced.
- (G) Unless arrangements are made otherwise and the city is notified of these arrangements, all property owners renting premises to a commercial sanitation customer shall be responsible for the charges specified in this section. Responsibility for payment of the charges may be passed to the renter of the premises if the city billing department is notified of this arrangement.

- (H) All property owners are deemed responsible to maintain their lots and locate their dumpsters or cans in a fashion that allows the city sanitation trucks acceptable access to the dumpsters or cans.
- (I) All property owners must complete a Dumpster Permit and sign a hold harmless agreement.
- (J) The city is not liable for any damages resulting to parking lots, drives, and the like caused by the weight of the trucks used for the dumpster pick-ups. Each property owner is expected to maintain a lot or drive of sufficient structure to support the weight of the collection trucks.
- (K) No refuse which is unacceptable as routine refuse at the landfill will be collected from commercial sanitation customers. Examples of unacceptable waste include but are not limited to: hazardous waste, tires, batteries, medical waste, yard waste, liquid waste, and white goods. Any receptacles containing any of these materials will not be picked up by the sanitation department until the unacceptable material are removed.
- (L) The commercial customer is responsible for the contents of its containers. The city is not responsible for policing containers to prevent dumping of unacceptable waste, or refuse from individuals not related to the commercial customer.

Section 7. Section 51.36 of the Code of Asheboro, which pertains to fees charged to residential sanitation customers, is hereby rewritten to provide as follows:

§ 51.36 USER CHARGES FOR RESIDENTIAL SANITATION CUSTOMERS

- (A) A charge of ~~\$5.00~~ \$12.00 per month for each solid waste disposal container provided by the city and assigned to a residential dwelling, ~~\$1.00~~ \$2.00 per month for each recycling container provided by the city and assigned to a residential dwelling, and ~~\$27.00~~ \$31.00 per regularly scheduled pick-up of a residential dumpster is hereby established for residential sanitation customers. Additional pick-ups for residential dumpsters shall be \$40.00 per pick-up.
- (B) The collection charges instituted in this section will be added to the sanitation customer's water and sewer bill. Payment terms will be the same as for the water and sewer bill. In the event of nonpayment of this charge, collection of the customer's refuse/recyclables will be discontinued until payment is remitted in full. All payments for solid waste/recycling services user fees and water and sewer charges whether full or partial payments shall be applied to the customer's account as follows: First, to any solid waste services user fee charges including any arrears charges; second, to any recycling services user fee charges including arrears charges; and third, to any water and sewer charges including arrears charges. In the event of partial payments, the utility charges will be considered outstanding and the prescribed disconnection of services for non-payment will be enforced.

- (C) All residential premises located within the corporate limits of the City of Asheboro shall be assumed to be using the solid waste and recycling collection services offered by the city. The occupants of the premises shall be charged for these services so long as the premises remain in the city limits, are or have previously been improved for residential dwelling purposes, and contractual arrangements for solid waste collection services have not been made with an entity other than the City of Asheboro. In the absence of documentation to establish otherwise, the customer of record with the city's water billing office shall be deemed to be the occupant of the premises receiving solid waste/recycling collection services and shall be responsible for all of the associated fees that will be charged each month.
- (D) In the case of disputes about the fees charged pursuant to the provisions of this section, the City Manager, or his designee, shall have the authority to adjust any fee charged after the Manager or other designated official has reviewed the circumstances surrounding the charge and determined, consistent with the provisions of the Code of Asheboro, that the disputed charge was added to the customer's account in error.
- (E) Provisions Specific to Residential Dumpsters:
- (1) Dumpsters may be rented from the city by a residential sanitation customer at a rental rate of \$21.00 per dumpster per month. A customer's eligibility to rent a dumpster from the city is contingent on the customer utilizing the city as the exclusive provider of solid waste collection services for the rented dumpster(s). The city's environmental services department will terminate, without any penalty to the city, the rental relationship with a customer and will immediately retrieve any and all dumpsters rented to a customer if a solid waste collection service other than the city is found to have collected materials from a city-owned dumpster. The city will replace a dumpster previously rented from the city with a cleaned dumpster upon the request and agreement of the customer to receive this service at a charge of \$100.00 per dumpster each time such a request is made.
 - (2) A one pick-up per week minimum is hereby established for any residential customer using a dumpster.
 - (3) Unless arrangements are made otherwise and the city is notified of and agrees to these arrangements, the owner(s) of the real property where a residential dumpster is located shall be responsible for the charges specified in this section.
 - (4) The owner of the property upon which a dumpster is located is deemed responsible for the maintenance of the premises in general and the location of the dumpster site in particular so as to allow the environmental services department's trucks reasonable access to the dumpster.
 - (5) In order to receive residential dumpster service, all property owners must complete a dumpster permit and properly execute a hold harmless agreement in favor of the city.

(6) The city shall not be liable for any damages resulting to parking lots, drives, and the like caused by the weight of the trucks used for dumpster pick-up. Each property owner is expected to maintain a lot or drive of sufficient structure to support the weight of the collection trucks.

(F) No refuse which is unacceptable as routine refuse at the landfill will be collected from residential sanitation customers. Examples of unacceptable waste include but are not limited to: hazardous waste, tires, batteries, medical waste, yard waste, liquid waste, and white goods. Any receptacles containing any of these materials will not be picked-up by the environmental services department until the unacceptable materials are removed.

(G) The owner of the premises where the dumpsters/containers are located and the residents utilizing the dumpsters/containers are responsible for the contents of the containers. The city is not responsible for policing containers to prevent the dumping of unacceptable waste, or refuse from individuals not related to the customer(s).

Section 8. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 9. This Ordinance shall take effect and be in full force from and after July 1, 2015.

This Ordinance was adopted by the Asheboro City Council in open session during a special meeting held on the 29th day of June, 2015.

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

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk
City of Asheboro, North Carolina

ORDINANCE NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Amendments to the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments for Fiscal Year 2015-2016

WHEREAS, Section 98.01 (Adoption by Reference) of the Code of Asheboro provides that the City of Asheboro Cultural and Recreation Services Policy Manual (the “Manual”) has been adopted by the Asheboro City Council by reference and made a part of the Code of Asheboro; and

WHEREAS, Section 19.2 of the Manual provides for a Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments (the “Schedule of Fees”) that is to be approved by the Asheboro City Council and maintained in the offices of the city clerk and the recreation services superintendent; and

WHEREAS, during a special meeting held on June 29, 2015, the Asheboro City Council adopted a budget ordinance for fiscal year 2015-2016; and

WHEREAS, certain provisions in the Schedule of Fees must be amended to properly implement the legislative decisions made by the City Council with the adoption of the budget ordinance for fiscal year 2015-2016; and

WHEREAS, the amended Schedule of Fees that reflects the budget decisions made by the City Council with the adoption of the city’s budget ordinance for fiscal year 2015-2016 is attached hereto as EXHIBIT 1 and is hereby incorporated into this Ordinance by reference as if copied fully herein; and

WHEREAS, the City Council has concluded that it is proper to give final approval to the amended Schedule of Fees found in the attached EXHIBIT 1;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina that, effective July 1, 2015, the attached EXHIBIT 1 with the amended Schedule of Fees for fiscal year 2015-2016 is hereby approved; and

BE IT FURTHER ORDAINED that the said amended Schedule of Fees shall be in full force and effect on and after July 1, 2015, and that all previously adopted ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed effective July 1, 2015.

This Ordinance was adopted by the Asheboro City Council in open session during a special meeting held on the 29th day of June, 2015.

[The signature blocks for this Ordinance are located on the next page.]

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

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk
City of Asheboro, North Carolina

EXHIBIT 1

ASHEBORO CULTURAL & RECREATION SERVICES
Schedule of Deposits, Fees, and Charges

Adopted: June 29, 2015

Effective: July 1, 2015

*Denotes Proposed
Changes*

BASEBALL/SOFTBALL FIELD RENTAL	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
Rental per hour (no lights)	\$ 15.00	\$ 20.00
Light Fee (per hour)	\$ 10.00	\$ 15.00
Rental per hour (with lights)	\$ 25.00	\$ 35.00
Tournament rentals		
(1 field) per weekend One field facility (per weekend)	\$ 175.00	\$ 225.00
(two fields) per weekend Two field facility (per weekend)	\$ 300.00	\$ 400.00
Concession Stand & Restrooms	\$ 50.00	\$ 65.00
Additional Field Preparation	\$ 45.00	\$ 60.00

DISC GOLF COURSE	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
Tournament Rental per Day (8 hours)	\$ 100.00	\$ 175.00

DOWNTOWN FARMERS' MARKET	<i>Applies to All</i>
Daily Fee - 1 space	\$ 5.00
Daily Fee - 2 spaces (if granted by Market Manager)	\$ 15.00

GOLF COURSE	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
Walking Only		
Any Day	\$ 8.00	\$ 10.00
Riding (9 holes) Includes Greens Fees		
Any Day	\$ 15.00	\$ 18.00
Riding (18 holes) Includes Greens Fees		
Any Day	\$ 21.00	\$ 25.00
Twilight (18 holes) After 3pm Daily. Includes cart & green fees.		
Weekday	\$ 16.00	\$ 20.00
Membership Rates		
Individual	\$ 365.00	\$ 465.00
Junior Summer (June - August)	\$ 75.00	\$ 125.00
Senior	\$ 290.00	\$ 390.00
Senior Couple	\$ 475.00	\$ 575.00
Family (Up to 4 at the same residence)	\$ 600.00	
Member Cart Fee		
Nine Holes	\$ 6.00	\$ 7.00
Eighteen Holes	\$ 11.00	\$ 13.00

LAKE LUCAS	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
Daily fishing permit	\$ 3.00	\$ 4.00
Annual fishing permit	\$ 35.00	\$ 50.00
Daily Canoe/Kayak rental	\$ 6.00	\$ 10.00
Daily Canoe/Kayak launch fee	\$ 2.50	\$ 3.50
Annual Canoe/Kayak launch fee	\$ 35.00	\$ 50.00
Daily Jon boat rental	\$ 8.00	\$ 12.00
Daily launch fee	\$ 7.00	\$ 9.50
Annual launch fee	\$ 100.00	\$ 135.00
Kayak rental spaces	\$ 60.00	\$ 85.00
Boat rental spaces	\$ 150.00	\$ 200.00

LAKE REESE	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
Daily launch fee	\$ 7.00	\$ 9.50
Daily Canoe/Kayak launch fee	\$ 2.50	\$ 3.50
Annual Canoe/Kayak launch fee	\$ 35.00	\$ 50.00
Annual launch fee	\$ 100.00	\$ 135.00
Daily duck hunting (per boat)	\$ 12.50	\$ 16.00

ROOM RENTAL	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
1 Hour	\$ 20.00	\$ 25.00
1/2 Day	\$ 60.00	\$ 75.00
Full Day	\$ 100.00	\$ 125.00

ROTARY PAVILION AT BICENTENNIAL PARK	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
Security Deposit (refundable)	\$ 75.00	\$ 75.00
Daily Rate	\$ 325.00	\$ 400.00
	<i>Applies to All</i>	
Non-Profit / Government Rate		\$ 225.00

SHELTER RENTAL	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
Eastside, Frazier, Kiwanis, Lake Lucas, Memorial Lower, North Asheboro Park		
1/2 Day: 10am - 3pm or 3:30pm - Dark	\$ 10.00	\$ 20.00
Full Day	\$ 20.00	\$ 40.00
Memorial Park Upper		
1/2 Day: 10am - 3pm or 3:30pm - Dark	\$ 18.00	\$ 35.00
Full Day	\$ 35.00	\$ 70.00

SKATE PARK	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
Daily Admission	\$ 1.00	\$ 2.00
15 Admission Pass	\$ 10.00	\$ 25.00
1 Year Unlimited Pass	\$ 150.00	\$ 300.00

SUNSET THEATER	<i>Applies to All</i>	
Security Deposit	\$	100.00
Dark / Rehearsal (Multi day use, 4 hour max)	\$	50.00
Dark / Rehearsal (Multi day use, 4 hour max)	\$	60.00
General Meeting / Party Rental (4 hour max)	\$	100.00
Non-Profit / Government / School Group (Single day use, 8 hour max)	\$	150.00
Non-Profit / Government / School Group (Single day use, 8 hour max)	\$	175.00
Private Event (8 hour max)	\$	300.00
Commercial / For Profit (8 hour max)	\$	400.00
Commercial / For Profit (8 hour max)	\$	450.00

SWIMMING POOLS	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
Public Swim (day)		
2 years old & under (with paying adult)	No Fee	No Fee
3 years old and above	\$ 2.50	\$ 3.25
Public Swim (night)		
2 years old & under (with paying adult)	No Fee	No Fee
3 years old and above	\$ 2.00	\$ 2.75
Public Lap Swim	\$ 1.00	\$ 1.75
Public Senior Swim	\$ 1.00	\$ 1.75
Swimming Lessons (group)	\$ 25.00	\$ 30.00
Swimming Lessons (private)	\$ 50.00	\$ 60.00
Swim Pass (15 admissions)	\$ 30.00	\$ 40.00
*Groups (15+)	\$ 2.00	\$ 2.75
*Pool Rental (2 hr. Min.) 0 - 49	\$ 150.00	\$ 225.00
<i>Includes 1 Manager & 2 Lifeguards</i>		
Pool Rental (2 hr. Min.) 50+	\$ 200.00	\$ 300.00
<i>Includes 1 Manager & 3 Lifeguards, add \$20 for each additional Lifeguard required.</i>		

TENNIS CENTER	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
Lights per hour per court	\$ 3.00	\$ 4.00

YOUTH SPORTS FEES	<i>Rec Card Fees</i>	<i>Non-Resident Fees</i>
Registration Fee	\$ 20.00	\$ 50.00
Registration Fee	\$ 30.00	\$ 50.00
Late Registration Fee	\$ 10.00	\$ 10.00

Late Registration applies to all registration forms received after the advertised registration deadline.

Participants who reside within the City Limits of Asheboro must obtain a Rec Card in order to receive the Rec Card Rate.