

**AMENDED AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, JULY 10, 2014, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Consent agenda:
 - (a) Approval of the minutes of the city council's regular meeting on June 5, 2014.
 - (b) Approval of the minutes of the city council's special meeting on June 26, 2014.
 - (c) Acknowledgement of the receipt of the minutes of the Asheboro ABC Board meeting held on May 5, 2014.
 - (d) Acknowledgement of the receipt of the annual budget adopted by the Asheboro ABC Board for FY 2014-2015.
 - (e) Acknowledgement of the receipt of the minutes of the Asheboro ABC Board meeting held on June 2, 2014.
 - (f) Approval of Change Order #1 (Final) on the Airport Obstruction Clearing Project (Terry's Plumbing and Utilities, Inc.) increasing the construction contract amount by \$7500 to \$77,718.00 for the clearing of three (3) additional acres as required by recently revised FAA Standards.
 - (g) Approval of a resolution awarding a service side arm to a retiring officer of the Asheboro Police Department.
 - (h) Approval of a resolution authorizing the conveyance of surplus police department helmets to the City of Archdale.
 - (i) Approval of a resolution authorizing the electronic auction of surplus vehicles and equipment.
4. Public comment period.

5. Ms. Reaves will present these Finance Items:
 - (a) Approval of an ordinance to amend the General Fund Budget 2014-2015.
 - (b) Approval of a resolution exempting the project to acquire the Asheboro Hosiery Mills property from the provisions of G. S. 143-64.31 in order to procure surveying services.
 - (c) Approval of a resolution declaring the official intent of the City of Asheboro to purchase certain municipal vehicles and equipment and then reimburse the general fund with installment financing proceeds.
6. The City Attorney will present proposed amendments to the Code of Asheboro:
 - (a) An ordinance to amend Chapter 91 (Animals)
 - (b) An ordinance to amend Chapter 30 (General Administrative Provisions)
7. Discussion by Mayor Smith and the Council Members concerning appointments to the following boards:
 - (a) Resolution appointing Stephen R. Knight to a new 3-year term of office on the Asheboro ABC Board.
 - (b) Vacancy on the Asheboro Airport Authority due to the passing of Keith Crisco.
8. Mr. Sermon will present a proposed ordinance to update the Cultural and Recreation Services Policy Manual's provisions pertaining to malt beverages and unfortified wines in Bicentennial Park.
9. Mr. Rhoney will discuss the bids received for both the Wastewater Treatment Plant Digester Cover Project and the Water Treatment Plant Filter Replacements Project.
10. Mayor Smith will entertain a motion to enter into closed session in order to discuss a potential economic development project(s).
11. Return to open session and discuss items not on the agenda.
12. Adjournment.

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, JUNE 5, 2014
7:00 p.m.**

This being the time and place for a regular meeting of the Asheboro City Council, a meeting was held with the following elected officials and staff members present:

- David H. Smith) – Mayor Presiding
- Talmadge S. Baker)
- Clark R. Bell)
- Edward J. Burks)
- Linda H. Carter) – Council Members Present
- Michael W. Hunter)
- Walker B. Moffitt)
- Charles A. Swiers)

John N. Ogburn, III, City Manager
 Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
 Jason A. Hanson, Police Lieutenant
 Leigh Anna Johnson, Public Information Officer
 Ralph W. Norton, Chief of Police
 Trevor L. Nuttall, Community Development Director
 Deborah P. Reaves, Finance Director
 James O. Smith, Police Major
 Judy H. Smith, Assistant Water Quality Manager
 Jeffrey C. Sugg, City Attorney
 E. Todd Swaney, Police Captain
 Dina W. Tutterow, Chemist
 Bernadine Wardlaw, Water Quality Manager

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. Silent prayer and pledge of allegiance.

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

Mayor Smith welcomed everyone in attendance, specifically Boy Scouts from Troop 527 who were in attendance as a requirement for their Citizenship and Communication Merit badges.

3. Presentation to Dr. Diane Frost, retiring Superintendent of Asheboro City Schools.

On behalf of the Asheboro City Council, Mayor Smith presented Dr. Diane Frost with a key to the City of Asheboro as a token of appreciation for her service to Asheboro as superintendent of Asheboro City Schools. Dr. Frost thanked the Mayor, City Council Members, and city staff along with the community and citizens of Asheboro for their support as she served as superintendent.

4. Recognition of Judy Smith and Dina Tutterow on their successful completion of the Class IV Wastewater Laboratory Analyst exam given by the American Water Works Association – Water Environment Association – Wastewater Laboratory Analyst Certification Program.

Ms. Bernadine Wardlaw, who is the city’s Water Quality Manager, recognized Ms. Judy Smith and Ms. Dina Tutterow on their successful completion of the very challenging Class IV Wastewater Laboratory Analyst exam given by the American Water Works Association – Water Environment Association – Wastewater Laboratory Analyst Certification Program. Ms. Wardlaw presented Ms. Smith and Ms. Tutterow with certificates that were received from the American Water Works Association in recognition of this high honor.

5. Recognition of Brenda McMasters, Master Police Officer (Retired), for her years of dedicated service to the City of Asheboro.

On behalf of the City of Asheboro, Chief Norton presented a retirement plaque to Master Police Officer Brenda McMasters for her years of dedicated service to the City of Asheboro. Additionally, Chief Norton and Assistant Chief Williams presented Officer McMasters with a plaque that included her badge as a token of gratitude for her loyal service to the City of Asheboro as a police officer from May 19, 1999 until June 1, 2014. In addition to her badge, Chief Norton and Captain Swaney presented Officer McMasters with her service side arm that she carried at the time of her retirement

6. Consent Agenda:

Prior to the adoption of the consent agenda, and with the general consent of the Council Members, Mayor Smith removed item (e) Change Order #1 (Final) on the Airport Obstruction Clearing Project (Terry's Plumbing and Utilities, Inc.) increasing the construction contract amount by \$7,500 to \$77,718.00 for the clearing of three (3) additional acres as required by recently revised FAA standards. This item was removed at the request of the city staff and will be presented for Council's review at a later date.

Upon motion by Mr. Bell and seconded by Mr. Burks, Council voted unanimously to approve the following consent agenda items.

- (a) **The minutes of the regular meeting of the City Council held on May 8, 2014.**
- (b) **The minutes of the special meeting of the City Council held on May 14, 2014.**
- (c) **The minutes of the special meeting of the City Council held on May 20, 2014.**
- (d) **The receipt on May 21, 2014, of the budget message and proposed budget for the Asheboro ABC Board for fiscal year 2014-2015.**

Copies of the budget message and proposed budget received from the Asheboro ABC Board are on file in the City Clerk's office.

- (e) **A resolution authorizing the implementation of a sign maintenance policy to ensure compliance with minimum retroreflectivity requirements for traffic signage. [Consent Agenda Item (f)]**

RESOLUTION NUMBER 12 RES 6-14

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

ADOPTION OF A SIGN MAINTENANCE POLICY THAT UTILIZES THE MEASURED SIGN RETROREFLECTIVITY METHOD

WHEREAS, the term "retroreflectivity" is used to describe how light is reflected off of a surface and returned to its original source; and

WHEREAS, the Federal Highway Administration, in the most recent edition of the Manual on Uniform Traffic Control Devices, describes five (5) methods deemed acceptable for use by local agencies in maintaining minimum highway sign retroreflectivity; and

WHEREAS, each local agency must have an adopted retroreflectivity maintenance policy statement; and

WHEREAS, in order to ensure that the city complies with the minimum highway sign retroreflectivity requirements, city staff members have recommended adopting a field assessment methodology that is referred to as the measured sign retroreflectivity assessment method; and

WHEREAS, the measured sign retroreflectivity assessment method provides for the direct measurement, during the daytime, of the retroreflectivity of a sign by using a portable retroreflectometer; and

WHEREAS, the city has budgeted for a portable retroreflectometer that will enable city staff members to properly implement the measured sign retroreflectivity assessment method; and

WHEREAS, the proposed sign maintenance policy attached to this Resolution as EXHIBIT 1 (this policy shall be hereinafter referred to as the "Sign Maintenance Policy") contains the mandated retroreflectivity maintenance policy statement and, if adopted, will implement the policy in a manner that is compliant with all of the applicable laws and regulations; and

necessary repair work orders will be generated from this inventory, and all signs found to be substandard will be replaced in a timely manner.

An on-going log of these inspections will be maintained by the public works division for record keeping purposes within the operations department's traffic unit. At a minimum, these records are to be used by the traffic unit to schedule on a more frequent basis reinspections of those signs that are found to be approaching their minimum retroreflectivity limits.

Date: _____

David H. Smith, Mayor

Date: _____

David J. Hutchins, Public Works Director

7. Legislative hearing on a zoning case (RZ-14-04) that was continued from the May meeting to rezone the property of Richard S. Stockner at 609 and 617 N.C. Highway 42 North from R10 and R7.5 (Medium-Density Residential) to OA6 (Office-Apartment).

Mayor Smith opened the public hearing on the following request.

The requested rezoning pertains to approximately 1.79 acres of land. The property of Ms. Iris B. Stockner is located at 617 N.C. Highway 42 North and is more specifically identified by Randolph County Parcel Identification Numbers 7761321382 and 7761322224. The property of Richard S. Stockner and Robin S. Stockner is located at 609 N.C. Highway 42 North and is more specifically identified by Randolph County Parcel Identification Numbers 7761322047 and 7761312710.

Mr. Nuttall presented the Community Development Division staff's analysis of the request submitted by Mr. Richard S. Stockner to rezone the above-described property from R7.5 and R10 (Medium-Density Residential) to OA6 (Office-Apartment). The staff's analysis is as follows:

- a. The property is inside the city limits. All city services are available.
- b. N.C. Highway 42 North is a state-maintained major thoroughfare.
- c. According to the Zoning Ordinance (Art. 200, Sec. 210): The OA6 District is intended to produce moderate intensity office and residential development to serve adjacent residential areas and to provide a transition from residential to commercial uses. Land designed [sic] OA6 shall normally be located with access to a major or minor thoroughfare with access to local residential streets discouraged.
- d. The west side of N.C. Highway 42 consists primarily of residential uses in this area except for two churches. On the east side of N.C. Highway 42 is Triangle Park, a 4 acre office and commercial complex.
- e. The existing R7.5 and R10 residential districts permit single or two-family dwellings.
- f. The OA6 district permits single-family and multi-family residential uses with a floor area ratio (FAR) of up to 17 percent and non-residential structures with a FAR of up to 30 percent. If this rezoning is approved, all uses permitted by right would be allowed, including residential development of up to approximately 13,255 square feet or non-residential development of up to approximately 23,391 square feet. In addition to single and multi-family residential uses, other uses allowed by right include offices, churches, schools, and some services uses (such as laundry facilities, beauty/barber shops, and banks). Heavier commercial uses, such as retail, restaurants, sales of motor vehicles, etc. are not permitted in the OA6 district.

Mr. Richard Stockner presented comments in support of the request. No other individuals asked to be heard during the course of this hearing.

The Planning Board concurred with the following Community Development Division staff's analysis and recommended denial of the requested rezoning:

"There are a number of goals and policies supporting the request. The property is located on a major thoroughfare (N.C. Hwy. 42 N.) near its intersection with another major thoroughfare (E. Salisbury St.) and its adjacent to or near commercial, office, and institutional uses. The OA6 district can be an appropriate transition between commercial and residential uses.

However, several LDP goals and policies do not support the request. The proposed land use map designates the property for neighborhood residential use, which encourages residential development of density similar to existing

neighborhoods while limiting multi-family development. The neighborhood residential designation doesn't encourage non-residential development outside of designated neighborhood commercial centers and the Central Small Area plan emphasizes preservation of existing residential neighborhoods. Additionally, the city's draft Comprehensive Transportation Plan identifies NC Hwy. 42 N. as needing improvement. The ability to effectively address adverse impacts, such as mitigating worsening traffic congestion through access management, becomes impractical without the ability to review a site-specific development plan."

There being no further comments and no opposition from the public, Mayor Smith transitioned to the deliberative phase of the public hearing.

Upon motion by Mr. Moffitt and seconded by Ms. Carter, Council voted unanimously to adopt the recommendation/analysis of the Community Development Division staff and the Planning Board and denied the requested rezoning as well as adopting the following consistency statement that was initially proposed in the staff report:

After considering the above factors (the excerpt from the staff report that is quoted above), the existing zoning designation will allow a reasonable use of the property and ensure consistency with the Land Development Plan.

8. Public hearing on the proposed budget for fiscal year 2014-2015.

Mayor Smith opened the public hearing on the proposed budget for fiscal year 2014-2015.

Ms. Reaves utilized a visual presentation to highlight the fund allocations for the proposed fiscal year 2014-2015 annual budget. The fund allocations are as follows:

General Fund	\$25,380,235
Water & Sewer Fund	<u>\$16,186,468</u>
Total:	\$41,566,703

The recommended budget reflects a property tax rate of \$0.63 per \$100 valuation along with new fees for water and sewer utility services, \$5 for residential garbage collection and \$1 for recycling collection per month. The various water and sewer rates are detailed in the copies of the budget and the visual presentation that are available for inspection.

Mayor Smith invited comments from the public, but none were offered. Mayor Smith closed the public hearing and announced that written comments will be accepted from the public until final consideration of the budget. Final consideration of the budget will take place during a special meeting of the Council at 12:30 p.m. on June 26, 2014 in the Council Chamber.

In addition to a copy of the proposed budget, a copy of the visual presentation utilized by Ms. Reaves is on file in the City Clerk's office.

9. Report on the state of North Carolina's preliminary assessment of transportation priorities for Randolph County under the Strategic Transportation Investments Law.

Mr. Nuttall reported on the state of North Carolina's preliminary assessment of transportation priorities for Randolph County under the Strategic Transportation Investments Law. The highly ranked proposed transportation projects for the City of Asheboro are as follows:

- Left-turn upgrades – Fayetteville Street and Presnell Street
- Congestion Management Improvements – Dixie Drive and Zoo Parkway
- Widening of N.C. Highway 42 – Dixie Drive to Dublin Road
- Sidewalk Improvements along Salisbury Street – Elm Street to Dublin Road
- Airport Runway Protection Zone Enhancements

Mr. Nuttall noted that a draft FY 2016-2020 Transportation Improvement Plan and a FY 2021-2025 Development Plan will be released in December 2014. City staff will update the City Council as the process develops.

10. Introduction of the city's new methodology for presenting performance measurement data (commonly referred to as the city's new dashboard).

Mr. Ogburn introduced Ms. Lauren Croughan, MPA, who is a recent graduate from the University of North Carolina Greensboro and has been working with city staff to create a new methodology for presenting performance measurement data known as a "Dashboard." Ms. Croughan introduced the new method in which citizens will be able to click on a tab on the city's website and access the city's performance measurement data listed by certain categories. "Dashboard" will be launched on the city's website soon.

11. Animal control items:

- (a) Staff's analysis of potential changes to the current restrictions in the Code of Asheboro pertaining to the maximum number of dogs and cats permitted in any one household.**

Mr. Nuttall utilized a visual presentation in order to summarize research that was obtained and presented at last month's Council meeting. During his presentation, Mr. Nuttall recommended that the current regulations in the Code of Asheboro be amended to allow three dogs and cats, rather than two, in households of less than 30,000 square feet in lot size. The remainder of the regulatory structure would remain the same.

After some discussion, a general consensus of the Council Members was for city staff to draft an ordinance reflecting this recommendation. The draft will be presented to the Council for review at its regular August meeting.

A copy of the visual presentation utilized by Mr. Nuttall is on file in the City Clerk's office.

- (b) An update on the status of the city's contract with Randolph County for animal control services.**

Chief Norton utilized a visual presentation in order to update the Council regarding the city's contract with Randolph County for animal control services. Since April 1, 2012 when Randolph County assumed the responsibilities of providing animal control services within the city for a contracted fee, various issues and concerns about the level of service have arisen.

During his presentation, Chief Norton highlighted certain issues and concerns that have arisen along with action plans to address these issues. As Chief Norton pointed out, city staff has already discussed the action plans with the Randolph County Health Director and the Supervisor of Randolph County Animal Control in order to help improve the county's level of animal control service so as to meet the city's expectations.

Chief Norton and the City Manager recommended that the animal control services contract should be extended for another six (6) months on a trial basis. City staff believes that Randolph County can perform the animal control services function in an effective and cost efficient manner for the City, especially considering start-up costs if the city took over at this point. With the county performing these duties, city police officers are able to perform more law enforcement related duties.

Ms. MiMi Cooper, Randolph County Public Health Director, was available to answer questions.

Money for the 6-month trial contract period is in the proposed budget for Fiscal Year 2014-2015. This issue will be re-examined at the end of the trial period.

A copy of the visual presentation utilized by Chief Norton is on file in the City Clerk's office.

12. Public comment period.

Mayor Smith opened the floor for comments from the public.

There being no comments from the public, Mayor Smith closed the public comment period.

13. Upcoming events that were announced by Mayor Smith:

- **Randolph County Economic Development Annual Meeting on Tuesday, June 24, 2014 at 8:00 a.m. at AVS.**
- **Special City Council Meeting on Thursday, June 26, 2014 at 12:30 p.m. to consider the adoption of the budget for fiscal year 2014-2015.**

There being no further business, the meeting was adjourned at 9:59 p.m.

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. Consideration of approving a project fund amendment as well as amendments to the budget ordinance for fiscal year 2013-2014.

Ms. Reaves presented and recommended adoption, by reference, of an Ordinance to Amend the General Fund FY 2013-2014, an Ordinance to Amend the Water & Sewer Fund FY 2013-2014, and an Ordinance to Amend the Airport Improvements Fund (#66) FY 2013-2014.

Upon motion by Mr. Bell and seconded by Ms. Carter, Council voted unanimously to adopt the following ordinances by reference as a single legislative act:

09 ORD 6-14

ORDINANCE TO AMEND THE GENERAL FUND FY 2013-2014

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 increased / (decreased):

<u>Account #</u>	<u>Description</u>	<u>increase/ (decrease)</u>
10-305-0000	Ad Valorem Taxes 2013	(47,100)
10-303-0000	Ad Valorem Tax PY	(170,096)
10-325-0000	Privilege licenses	(73,000)
10-325-0200	Cable Franchises	(168,000)
10-335-0500	Habitat for Humanity	(22,500)
10-335-0100	Misc. Revenue Various	(24,000)
10-350-0200	US Justice Funds DEA	(82,000)
10-399-0000	Fund Balance Allocation	864,039
	Total Increase / Decrease	277,343

<u>Account #</u>	<u>Expense Description</u>	<u>increase/ (decrease)</u>
10-410-0400	Professional Services	(24,000)
10-410-0704	Fringe Insurance	7,400
10-410-1400	Travel Schools Conference	6,400
10-410-4700	Elections & Referendums	5,900
10-420-0200	Salaries & Wages	(4,000)
10-420-5900	COG dues	(7,800)
10-420-5300	Dues & Subscriptions	4,000
10-420-0704	Fringe Insurance	1,800
10-420-0800	Unemployment compensation	530
10-440-0401	Professional Services- Segal	(11,000)
10-440-0704	Fringe Insurance	2,800
10-440-5102	TMA fee	(4,000)
10-440-5500	Tax Refunds	(8,000)
10-450-0200	Salaries & Wages	(5,500)
10-450-2000	Fringe Insurance	1,900
10-450-0702	Fringe: FICA	(245)
10-450-0703	Fringe: Medicare	(522)
10-450-0705	Fringe: Retirement	(476)
10-480-0704	Fringe Insurance	(4,000)
10-480-3500	Software / Network Support	(7,000)
10-480-4500	Contracted Services	(3,000)
10-480-4501	Contracted Services- T1 line	(1,800)
10-490-0200	Salaries & Wages	26,000
10-490-0400	Prof. Services	7,800
10-490-0702	Fringe: FICA	2,200

10-490-0703	Fringe: Medicare	(926)
10-490-0704	Fringe: Insurance	6,500
10-490-0705	Fringe: Retirement	1,600
10-490-1200	Print & Publishing	12,500
10-490-1700	Maint & Repair- Veh	(1,000)
10-490-5300	Dues & Subscriptions	(11,000)
10-490-5000	Asheboro Housing Authority	(1,900)
10-510-0200	Salaries & Wages	94,000
10-510-0201	Overtime Expense	23,000
10-510-0400	Prof Services	18,600
10-510-0702	Fringe: FICA	13,300
10-510-0703	Fringe: Medicare	(13,900)
10-510-0704	Fringe: Insurance	88,000
10-510-0705	Fringe: Retirement	4,500
10-510-0706	Fringe: 401k	(18,000)
10-510-3300	Office supplies	5,700
10-510-3400	Other Supplies & Materials	16,800
10-510-3500	Small Equipment	(127,000)
10-510-3501	Small Eq.: alert	(5,998)
10-510-3600	Uniforms & accessories	4,000
10-510-3601	Uniform – bullet proof vests	1,500
10-510-4500	Contracted Services	7,500
10-510-4505	Contr. Svc: DCI	(2,000)
10-510-7400	Capital Outlay	92,000
10-510-8100	Principal on Debt	(40,000)
10-530-0200	Salaries & Wages	99,100
10-530-0201	Overtime	13,000
10-530-0400	Professional Services	(5,000)
10-530-0702	Fringe: FICA	8,100
10-530-0703	Fringe: Medicare	(8,900)
10-530-0704	Fringe: Insurance	49,500
10-530-0705	Fringe: Retirement	8,300
10-530-1700	Maint. & Repair: vehicles	46,000
10-530-3100	Gas Oil Tires	18,000
10-530-3300	Office Supplies	3,800
10-530-3400	Other Supplies & Materials	8,900
10-530-3600	Uniforms & Accessories	6,500
10-530-5800	Workers Comp	(14,000)
10-530-6000	Small Eq: non cap	(9,000)
10-530-7400	Capital Outlay	42,000
10-540-0200	Salaries & wages	3,900
10-540-0704	Fringe: Insurance	2,800
10-545-0200	Salaries & Wages	2,000
10-545-0704	Fringe: Insurance	2,800
10-545-6000	Small Equipment	(2,000)
10-550-0200	Salaries & Wages	2,800
10-550-0704	Fringe: Insurance	11,000
10-550-1500	Maintenance & Repair Bldg	36,000
10-550-1700	Maintenance & Repair- veh	4,000
10-550-3100	Gas Oil Tires	4,000
10-550-6000	Small Eq: non-cap	4,200
10-550-8100	Principal on Debt	3,100
10-550-8200	Interest on Debt	180
10-555-0200	Salaries & Wages	(11,000)
10-555-0201	Overtime	(10,000)
10-555-1800	Vehicle parts	(40,000)
10-555-3200	Gas Oil Tires Inventory	(40,000)
10-555-8100	Principal on Debt	(7,000)
10-565-8100	Principal on Debt	7,000
10-575-0200	Salaries & Wages	(24,000)
10-575-0400	Prof. Services	(11,900)
10-585-1700	Maintenance & Repair Vehicles	18,000
10-590-0200	Salaries & Wages	(5,000)
10-615-0400	Prof Services	8,000
10-615-0704	Fringe: Insurance	1,900
10-615-1207	Programs: BBQ Cook-off	8,000
10-615-1301	Utilities: Sunset Theatre	8,000
10-615-1303	Utilities: Special Events	8,000
10-615-3401	Sunset Theatre- Furnishing	4,500
10-615-4800	Purchase for Resale	5,000
10-615-5700	Miscellaneous	6,300
10-615-6000	Small Equipment	1,300

10-615-7400	Capital Outlay	2,800
10-620-0200	Salaries & Wages	14,000
10-620-0702	Fringe: FICA	1,800
10-620-0703	Fringe: Medicare	(1,400)
10-620-0704	Fringe: Insurance	8,300
10-620-0705	Fringe: Retirement	1,600
10-620-1200	Athletic Programs	(20,000)
10-620-1201	Other Programs	(8,000)
10-620-1300	Utilities Fuels lights	(4,000)
10-620-3400	Other Supplies & Materials	(7,000)
10-620-4800	Purchase for Resale	(7,000)
10-620-5800	Workers Compensation	(6,000)
10-620-8400	ADA Improvements	(1,500)
10-630-1300	Utilities Fuel Lights	(11,000)
10-640-0200	Salaries & Wages	(114,000)
10-640-0201	Overtime Expense	11,000
10-640-0702	Fringe: FICA	(4,600)
10-640-0703	Fringe: Medicare	(4,800)
10-640-0704	Fringe Insurance	21,000
10-640-0705	Fringe: Retirement	(6,200)
10-640-3405	Other supplies & materials- Library	(6,000)
10-650-3400	Supplies & Materials	(2,000)
10-650-4500	Contracted Services	(1,000)
	Increase / (Decrease)	277,343

Adopted this 26th day of June, 2014.

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

ATTEST:

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

10 ORD 6-14

ORDINANCE TO AMEND THE WATER & SEWER FUND FY 2013-2014

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>
30-850-4500	Sewer Line Ext for Dev.	(38,000)
30-880-3451	Lab Chem & Supplies – WW	12,000
30-880-4501	Contracted Services – WW	26,000
	Increase / Decrease	0

Adopted this 26th day of June, 2014.

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

ATTEST:

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

11 ORD 6-14

ORDINANCE TO AMEND THE AIRPORT IMPROVEMENTS FUND (#66) FY 2013-2014

WHEREAS, the City Council of the City of Asheboro amended the Airport Improvement Fund June 28, 2011 to appropriate revenues and expenditures associated with the Federal Aviation Century of Flight Authorization Act of 2003 (Vision 100) / the State Aid to Airports Program grant award for obstruction clearing at the Asheboro Municipal Airport referenced as State Project 36237.23.11.1 and;

WHEREAS, the City Council of the City of Asheboro amended the Airport Improvement Fund May 10, 2012 to appropriate revenues and expenditures associated with the Federal Aviation Century of Flight Authorization Act of 2003 (Vision 100) / the State Aid to Airports Program grant award for taxi lane access road and hangar site preparation at the Asheboro Municipal Airport referenced as State Project 36237.23.12.1 and;

WHEREAS, the scope of these projects were originally separate and now State Project 36237.23.12.1 has now been combined with State Project 36237.23.11.1 and is now referenced as State Project 36237.23.11.2 and;

WHEREAS, due to this change in project scopes, the project expenses outlined for two previous grant awards have changed from the amounts currently shown in the Airport Improvements Fund, and;

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

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

That the following expense line items are increased / (decreased):

<u>Account</u>	<u>Description</u>	<u>Increase (decrease)</u>	<u>Amended Budget</u>
66-980-4500	Construction	166,667	331,264
66-981-4500	Construction	(166,667)	0
	Total increase	0	

Adopted this the 26th day of June 2014.

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

ATTEST:

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

3. Consideration of adopting the City of Asheboro Budget Ordinance for fiscal year 2014-2015.

Ms. Reaves presented and recommended adoption, by reference, of the budget ordinance for the City of Asheboro for fiscal year 2014-2015.

Upon motion by Mr. Baker and seconded by Mr. Burks, Council voted unanimously to adopt the following ordinance by reference.

12 ORD 6-14

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, 2014 and ending June 30, 2015, 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	117,296
10-420	City Manager's Office	197,866
10-440	Finance Office	357,344
10-450	Legal & City Clerk	161,220
10-480	Information Technology	280,119
10-490	Planning/Community Development	467,010
10-495	Marketing & Communication	84,152
10-500	Municipal Building Headquarters	88,500
10-510	Police Department	6,982,905
10-530	Fire Department	4,345,066
10-540	Building Inspections Department	152,620
10-545	Fire Inspections Department	260,735
10-550	Operations Division - Public Works	769,078
10-555	Fleet Maintenance	1,362,236
10-565	Street Maintenance	2,602,781
10-575	City Engineer Office	184,351
10-580	Environmental Services	2,534,054
10-585	Recycling Transfer Station	211,058
10-590	Human Resources	491,113
10-615	Arts & Cultural Services	528,359
10-620	Recreation Services	1,142,976
10-625	Municipal Golf Course	194,447
10-630	Library	140,113
10-640	Facilities Maintenance	1,662,386
10-650	Airport Authority	62,450
	Total Appropriations	25,380,235

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2014 and ending June 30, 2015:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Ad Valorem Taxes (Real & Vehicle)	14,089,000
Tax on Short Term Rental Vehicles	24,000
ABC Board Revenue	197,000
Beer & Wine Tax Revenue	105,000
Privilege Licenses	319,000
TWCable TV Franchise	30,000
Concessions and Merchandise	56,500
Contracted Maintenance NCDOT	24,000
Utilities Franchise Tax - State	2,042,000
Powell Bill Allocation - State	650,000
Local Sales Tax & Hold Harmless Funds	4,410,000
Building Permits	45,000
Inspection Fees	36,700
Rezoning, Stone, Burial Fees & Cemetery Fees	27,000
US Justice – DEA Reimbursement for OT	126,000
Court Costs, Fees & Charges, parking fees	12,250
Charges for Services - Refuse Collection	1,291,783
Recycling Revenues	11,000
Recreation Program Revenues	368,100
Grant (SAFER) Proceeds	25,000
Sales of Fixed Assets / Materials	40,000
Proceeds of Lease Purchase Financing	752,252
Reimbursement from Asheboro City Schools –SRO Officers	240,000
All Other Revenues	233,650
Fund Balance Allocation	225,000
Total Estimated Revenues	25,380,235

Section 3: There is hereby levied a tax at the rate of fifty-five cents (\$.63) per one hundred (\$100) valuation of property as listed for taxes as of January 1, 2013 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 \$2,241,278,682 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, 2014.

Sanitation Department Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Residential Garbage Can / per month	\$5
Commercial Can / per month	\$10
Residential Recycle Can / per month	\$1
Commercial Recycle Can / per month	\$1
Residential Dumpster / per pick-up	\$27
Commercial Dumpster / per pick-up	\$27
Above Dumpsters billed <u>monthly</u> based on annualized collection schedule	
Missed Residential Dumpster / per pick-up	\$40
Missed Commercial Dumpster / per pick-up	\$40
Compaction Dumpster / per pick-up	\$44
Missed Compaction Dumpster / per pick-up	\$54
Dumpster Rent / per month	\$21
Dumpster Clean / Replace / each	\$100
Cardboard Dumpster / per pick-up	\$20
Recycling Dumpster / per pick-up	\$20
Yard Waste Collection per scoop	
First and Second scoop*	\$0
Each scoop thereafter*	\$12
*Applicable to brush that is within specifications	
Waste left in ditch, curb or street per scoop	\$24
Waste out of Specs per scoop	\$24
Waste after hours / emergency collection- cost per scoop	\$50
Tires Collection / each	\$5
C&D /Building Materials / per scoop	\$20
Curb side pick-up	\$10
Electronics Collection	\$10
White Goods Collection	\$10

Recycling Transfer Station Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Tipping Fee per Ton	\$48

Planning Department Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Rezoning	\$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:	

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
	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)	
	Residential	\$25
	Commercial	\$50
	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

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

Parks & Recreation Fees:

<u>Facility/Activity</u>	<u>Service</u>	<u>City Resident</u>	<u>Non-Resident</u>
Lake Lucas:			
	Daily Fishing Permit	\$3	\$4
	Annual Fishing Permit	\$35	\$50
	Daily Jon Boat Rental	\$8	\$12
	Daily Canoe Rental	\$6	\$10
	Daily Kayak/Canoe Launch	\$2.50	\$3.50
	Annual Kayak/Canoe Launch	\$35	\$50
	Daily other boat launch	\$7	\$9.50
	Annual other boat launch	\$100	\$135
	Boat Rental Spaces	\$75	\$125
Lake Reese:			
	Daily other boat launch	\$7	\$9.50
	Daily Kayak/Canoe Launch	\$2.50	\$3.50
	Annual Kayak/Canoe Launch	\$35	\$50
	Annual other boat launch	\$100	\$135
	Daily Duck hunting permit per boat	\$12.50	\$16
Baseball/Softball Field Rental:			
	Rental per Hour (no lights)	\$15	\$20
	Light Fee per hour	\$10	\$15
	Tournament rental per weekend		
	One Field	\$175	\$255
	Two Fields	\$300	\$400
	Concession Stand/Restroom	\$50	\$65
	Additional Maintenance	\$45	\$60
Youth Sports Fees:			
	City Resident	\$20	\$50
	Late fee applied after registration deadline	\$10	\$10
Sunset Theatre Rentals- Applies to All			
	Security Deposit	\$100	
	Dark/Rehearsal	\$50	
	Non-Profit- Single Day	\$150	
	General Meeting/Party Rental (4 hour max)	\$100	
	Private Event	\$300	
	Commercial/ For Profit	\$400	
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 & Sunset Theatre annex)			
	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
Pools:			
	Public Swim (day)		
	2 years & under w/ paying adult	\$0	\$0
	3 years & older	\$2.50	\$3.25
	Groups (15+)	\$2	\$2.75

<u>Facility/Activity</u>	<u>City Resident</u>	<u>Non-Resident</u>
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
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, 2014 and ending June 30, 2015, 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	432,157
30-810	Water Meter Operations	762,195
30-820	Water Supply and Treatment	4,186,623
30-830	Wastewater Treatment	5,246,264
30-840	Water Maintenance	1,258,000
30-850	Wastewater Maintenance	1,692,018
30-860	Technical Services	190,587
30-870	Systems Maintenance	1,342,576
30-880	Water Quality	1,076,048
	Total Appropriations	16,186,468

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, 2014 and ending June 30, 2015:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Sale of Water	6,557,000
Sewer Charges	5,007,000
Sampling and Monitoring Fees	25,000
Surcharges	206,000
Septic Tank Discharges	43,000
Water and Sewer Connection Fees	43,000
Late & Return Check Fees	365,500
Other Revenues	217,204
Retained Earnings	3,722,764
Total Estimated Revenues	16,186,468

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, 2014.

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		
	\$110	\$140
Deposits on accounts are applied to final bill upon termination of service		
Fees:		
Return Check/Draft Fee	\$25	\$25
Partial Payment Fee	\$5	\$5
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	\$1,700	\$2,550
1" Complete Service	\$2,100	\$3,150
1 ½" Complete Service	\$3,510	\$5,265
2" Complete Service	\$3,550	\$5,325
¾" New Tap	\$850	\$1,275
1" New Tap	\$1,050	\$1,575
1 ½" New Tap	\$1,755	\$2,633
2" New Tap	\$1,775	\$2,663
¾" New Meter, Setter, Box	\$850	\$1,275
1" New Meter, Setter, Box	\$1,050	\$1,575
1 ½" New Meter, Setter, Box	\$1,755	\$2,633
2" New Meter, Setter, Box	\$1,775	\$2,663
¾" New Meter, existing svc.	\$215	\$323
1" New Meter, existing svc.	\$350	\$525
1 ½" New Meter, existing svc.	\$500	\$750
2" New Meter, existing svc.	\$650	\$975
Services not listed	Cost	Cost plus 50%
Sewer Tap Rates		
4" Complete Service	\$1,100	\$2,750
6" Complete Service	\$1,450	\$3,625
Services not listed	Cost	Cost plus 100%

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

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

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:

- He/she may transfer between line item expenditures within a department without limitation and without a report being required.
- 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.
- 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 \$41,566,703

Adopted this the 26th day of June 2014.

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

ATTEST:

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

4. Consideration of amendments to the Code of Asheboro to reflect new and adjusted fees contained within the adopted budget ordinance for fiscal year 2014-2015.

Ms. Reaves presented and recommended adoption, by reference, of an ordinance reflecting amendments to harmonize the provisions of the Code of Asheboro with the adopted budget ordinance for fiscal year 2014-2015.

Upon motion by Mr. Burks and seconded by Mr. Bell, Council voted unanimously to adopt the following ordinance by reference.

ORDINANCE NUMBER 13 ORD 6-14

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 2014-2015

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 26, 2014, the Asheboro City Council adopted a budget ordinance for fiscal year 2014-2015; and

WHEREAS, certain provisions in the Code of Asheboro must be amended to reflect the budgetary actions taken by the City Council with the adoption of the budget ordinance for fiscal year 2014-2015;

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

Section 1. Section 50.065 of the Code of Asheboro, which pertains to water rates within the corporate limits, is hereby rewritten to provide as follows:

§ 50.065 RATES WITHIN CITY.

The minimum monthly charge, regardless of the actual number of days within the usage period indicated on a bill, for the water made available to a non-bulk customer located within the corporate limits of the City of Asheboro is ~~\$13.77~~ **\$13.91** for water usage in the range of 0 to 150 cubic feet. In addition to the minimum rate prescribed by this Section, each customer located within the corporate limits of the City of Asheboro that uses more than 150 cubic feet of water per monthly billing cycle shall be charged at the rate of ~~\$2.63~~ **\$2.74** per 100 cubic feet, or any portion thereof, in excess of 150 cubic feet of water (1 cubic foot of water equals approximately 7½ gallons of water).

Section 2. Section 50.066 of the Code of Asheboro, which pertains to water rates outside of the corporate limits, is hereby rewritten to provide as follows:

§ 50.066 RATES FOR CUSTOMERS OUTSIDE CITY.

The minimum monthly charge, regardless of the actual number of days within the usage period indicated on a bill, for the water made available to a non-bulk customer located outside the corporate limits of the City of Asheboro is ~~\$34.43~~ **\$34.78** for water usage in the range of 0 to 150 cubic feet. In addition to the minimum rate prescribed by this Section, each customer located outside the corporate limits of the City of Asheboro that uses more than 150 cubic feet of water per monthly billing cycle shall be charged at the rate of ~~\$6.58~~ **\$6.85** per 100 cubic feet, or any portion thereof, in excess of 150 cubic feet of water (1 cubic foot of water equals approximately 7½ gallons of water).

Section 3. Section 50.110 of the Code of Asheboro, which pertains to sewer rates, is hereby rewritten to provide as follows:

§ 50.110 SEWER RATES.

(A) For the privilege of discharging into the wastewater disposal system, a service charge is hereby imposed upon and shall be collected from all users. Except as provided in § 50.111, § 50.112, § 50.115, and division (D) of this section, the service charge established and collected as consideration for the privilege of using the wastewater disposal system shall be based on the amount of water such a person uses from the city water supply system.

(B) The minimum monthly sanitary sewer service charge, regardless of the actual number of days within the usage period indicated on a bill, for a customer located inside the corporate limits of the City of Asheboro is ~~\$16.84~~ **\$17.18** for water usage in the range of 0 to 150 cubic feet of water used from the city water supply system. In addition to the minimum sanitary sewer service rates prescribed by this Division, any customer located inside the corporate limits of the City of Asheboro that uses more than 150 cubic feet of water per monthly billing cycle shall be charged for sanitary sewer service at the rate of ~~\$2.63~~ **\$2.81** per 100 cubic feet of water, or any portion thereof, used in excess of 150 cubic feet.

(C) The minimum monthly sanitary sewer service charge, regardless of the actual number of days within the usage period indicated on a bill, for a customer located outside the corporate limits of the City of Asheboro is ~~\$42.10~~ **\$42.95** for water usage in the range of 0 to 150 cubic feet of water used from the city water supply system. In addition to the minimum sanitary sewer service rates prescribed by this Division, any customer located outside the corporate limits of the City of Asheboro that uses more than 150 cubic feet of water per monthly billing cycle shall be charged for

sanitary sewer service at the rate of ~~\$6.58~~ \$7.03 per 100 cubic feet of water, or any portion thereof, used in excess of 150 cubic feet.

~~(D) The sewer rate for residential customers located inside the corporate limits and connected to only the municipal sanitary sewer system shall be \$19.60 for each monthly bill and \$39.94 for each monthly bill if the sewer only residential customer is located outside the corporate limits. The rate for non-residential customers located inside the corporate limits and connected to only the municipal sanitary sewer system is \$27.00 for each billing cycle (one month for non-residential customers) and \$54.75 for each billing cycle if the sewer only non-residential customer is located outside the corporate limits.~~

(D) The following fees for service shall be charged to customers who are connected solely to the municipal sanitary sewer system and, therefore, are served by the utility only and exclusively as customers of the sanitary sewer system:

(1) In those situations where the city deems it practical to meter the wastewater discharged into the municipal sanitary sewer system, the following rates shall be charged for municipal sanitary sewer service:

(a) Customers Inside the City Limits.

Regardless of the actual number of days within the usage period indicated on a bill, the minimum monthly sanitary sewer service charge per metered residential dwelling or non-residential enterprise located inside the corporate limits of the City of Asheboro and connected solely to the municipal sanitary sewer system shall be \$17.18 for any quantity of wastewater in the range of 0 to 150 cubic feet that is discharged into the municipal sanitary sewer system. In addition to the minimum sanitary sewer service rate prescribed by the immediately preceding sentence, the rate charged for the discharge of wastewater into the municipal sanitary sewer system in an amount in excess of 150 cubic feet of wastewater per monthly billing cycle shall be \$2.81 per 100 cubic feet of wastewater, or any portion thereof.

(b) Customers Outside the City Limits.

Regardless of the actual number of days within the usage period indicated on a bill, the minimum monthly sanitary sewer service charge per metered residential dwelling and non-residential enterprise located outside the corporate limits of the City of Asheboro and connected solely to the municipal sanitary sewer system shall be \$42.95 for any quantity of wastewater in the range of 0 to 150 cubic feet that is discharged into the municipal sanitary sewer system. In addition to the minimum sanitary sewer service rate prescribed by the immediately preceding sentence, the rate charged for the discharge of wastewater into the municipal sanitary sewer system in an amount in excess of 150 cubic feet of wastewater per monthly billing cycle shall be \$7.03 per 100 cubic feet of wastewater, or any portion thereof.

(2) In those situations where the city deems it impractical to meter the wastewater discharged into the municipal sanitary sewer system, the following rates shall be charged for municipal sanitary sewer service:

(a) Customers Inside the City Limits.

Regardless of the actual number of days within the usage period indicated on a bill, the flat rate per residential dwelling or non-residential enterprise located inside the corporate limits of the City of Asheboro and connected solely to the municipal sanitary sewer system is \$22.80 for each monthly billing cycle.

(b) Customers Outside the City Limits.

Regardless of the actual number of days within the usage period indicated on a bill, the flat rate per residential dwelling or non-residential enterprise located outside the corporate limits of the City of Asheboro and connected solely to the municipal sanitary sewer system is \$45.60 for each monthly billing cycle.

Section 4. 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 ~~\$30~~ **\$27.00** per regularly scheduled pick-up of a dumpster, ~~\$40~~ **\$10.00** per month per solid waste disposal can, **\$1.00 per month for each recycling container**, and ~~\$40~~ **\$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~~ **\$44.00** per regularly scheduled pick-up. Additional pick-ups for commercial dumpsters shall be ~~\$40~~ **\$40.00** per pick-up, and additional pick-ups for compaction dumpsters shall be ~~\$54~~ **\$54.00**.

(B) Dumpsters may be rented from the city by a commercial customer at a rental rate of ~~\$40.00~~ **\$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 ~~\$150.00~~ **\$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) ~~Ninety-gallon cans~~ **Cans** provided exclusively by the city may be used as a substitute for dumpsters in areas approved by the ~~Sanitation Department~~ **environmental services department**. ~~A maximum of two cans will be provided free of charge to commercial customers. If more than two cans are required, a dumpster must be used.~~

(E) A one pick-up per week minimum is hereby established for any commercial customer using a dumpster. ~~A two pick-up per week minimum is hereby established for any commercial customer using cans to dispose of refuse.~~

(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. In the event of a partial payment on a combined water-sewer and sanitation bill, the payment shall be first applied to the sanitation charge and the remainder, if any, shall be applied to the water-sewer charges. Failure to pay the full balance of the water-sewer bill shall result in the consequences specified in the city code; generally, termination of service. 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 **Can/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 5. 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 \$30 per regularly scheduled pick-up of a dumpster for residential sanitation customers is hereby established; provided, however, no charge shall be made for the pick-up of dumpsters utilized by residential sanitation customers residing in developments or portions of developments that have been designed for occupancy by owner-occupants and that have, in fact, been conveyed primarily to owner-occupants. Subject to the exception specified in the immediately preceding sentence, all additional pick-ups for such dumpsters shall be \$40 per pick-up. No charge shall be made for pick-ups of cans for residential sanitation customers.~~

~~(B) Dumpsters may be rented from the city by a residential sanitation customer at a rental rate of \$40.00 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 \$150.00 per dumpster each time such a request is made.~~

~~(C) A one pick-up per week minimum is hereby established for any residential customer using a dumpster.~~

~~(A) A charge of \$5.00 per month for each solid waste disposal container provided by the city and assigned to a residential dwelling, \$1.00 per month for each recycling container provided by the city and assigned to a residential dwelling, and \$27.00 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.~~

~~(D) (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. In the event of a partial payment on a combined water sewer and sanitation bill, the payment shall be first applied to the sanitation charge and the remainder, if any, shall be applied to the water sewer charges. Failure to pay the full balance of the water sewer bill shall result in the consequences specified in the city code; generally, termination of service. 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) 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.~~

~~(F) The owner(s) of the property upon which a dumpster is located is deemed responsible for the maintenance of his or her lot(s) in general and the location of the dumpster site in particular so as to allow the city sanitation trucks reasonable access to the dumpster.~~

~~(G) In order to receive residential dumpster service, all property owners must complete a dumpster permit and sign a hold harmless agreement in favor of the city.~~

~~(H) 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 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.~~

(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)~~ (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 ~~Sanitation Department~~ environmental services department until the unacceptable materials are removed.

~~(J)~~ (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 6. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 7. This ordinance shall take effect and be in full force from and after July 1, 2014.

This ordinance was adopted by the Asheboro City Council in open session during a special meeting held on the 26th day of June, 2014.

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

ATTEST:

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

5. Consideration of an ordinance amending the Code of Asheboro in order to align city privilege license tax provisions with recent changes in state law.

Ms. Reaves presented and recommended adoption, by reference, of an ordinance amending the Code of Asheboro in order to align city privilege license tax provisions with recent changes in state law.

Upon motion by Mr. Bell and seconded by Ms. Carter, Council voted unanimously to adopt the following ordinance by reference.

ORDINANCE NUMBER 14 ORD 6-14

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Ordinance to Align the City of Asheboro Privilege License Tax Provisions with a Recent Enactment of the North Carolina General Assembly

WHEREAS, Section 160A-211 of the North Carolina General Statutes has, for a significant period of time, provided authorization for cities "to levy privilege license taxes on all trades, occupations, professions, businesses, and franchises carried on within the city;" and

WHEREAS, on the basis of this statutory authorization, the City Council of the City of Asheboro has previously exercised this taxing authority by means of enacting Chapter 110 of the Code of Asheboro; and

WHEREAS, with the enactment of North Carolina Session Law 2014-3 on May 29, 2014, the North Carolina General Assembly amended the privilege tax authorization found in Section 160A-211 of the North Carolina General Statutes to provide that the city may "levy privilege license taxes on all trades, occupations, professions, businesses, and franchises physically located within the city" (emphasis added); and

WHEREAS, Section 110.04 of the Code of Asheboro specifies who must pay the City of Asheboro privilege license tax; and

WHEREAS, the Asheboro City Council has concluded that Section 110.04 of the Code of Asheboro must be amended in order to conform this ordinance provision to the amended Section 160A-211 of the North Carolina General Statutes;

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

Section 1. Section 110.04 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 110.04 WHO MUST PAY TAX.

~~Each person who conducts a business within this city is subject to this chapter. A person conducts business when he engages in one act of business taxed under this chapter. He conducts the business within the city if he maintains a business location within the city; or if, either personally or through agents, he:~~

- ~~(A) Solicits business within the city limits; or
(B) Picks up or delivers goods or services within the city limits.~~

Each person who conducts a business within this city is subject to this chapter. A person conducts business within this city when the person both:

- (A) Engages in one or more acts of business taxed under this chapter; and
(B) The person has an office, headquarters, store, display area, or some other physical space, including by way of illustration and not limitation a mobile unit or an inventory of goods for sale that is transported with a person such as a peddler, within the city limits and from which one or more taxable business acts are transacted.

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

Section 3. This ordinance shall be in full force and effect upon and after the 26th day of June, 2014.

This ordinance was adopted by the Asheboro City Council in open session during a special meeting of the City Council that was held on the 26th day of June, 2014.

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

ATTEST:

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

6. Consideration of a resolution to extend the existing contract with Asheboro Recycling Center.

Ms. Reaves presented and recommended adoption, by reference, of a resolution approving a recycling agreement with Asheboro Recycling Center.

Upon motion by Ms. Carter and seconded by Mr. Burks, Council voted unanimously to adopt the following resolution by reference.

RESOLUTION NUMBER 13 RES 6-14

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Resolution Approving a Recycling Agreement with Asheboro Recycling Center

WHEREAS, the City of Asheboro (the "City") previously entered into a recycling agreement with Markham Metals, Inc. d/b/a Asheboro Recycling Center ("ARC") in 2007; and

WHEREAS, during the course of this contractual relationship, the City and ARC found that the agreed upon recycling agreement was mutually beneficial; and

WHEREAS, the City and ARC are interested in extending their contractual relationship by entering into a new recycling agreement with, other than the expiration date of the agreement, the same material terms and conditions that were found in the initial agreement; and

WHEREAS, the proposed agreement is attached to this Resolution as EXHIBIT 1 and is hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, after receiving a staff report that supported extending the contractual relationship between the City and ARC, the Asheboro City Council concurred with the staff's favorable opinion of the proposal;

basis of the weight of the collected MSW, a sum equal to the tipping fee charged to the City by ARC pursuant to Section 5 of this Agreement. This credit shall be applied to the City's account on a monthly basis.

7. In the event ARC cannot find an appropriate outlet for a material, i.e. glass, then the City will communicate to the customers the changes in materials to be recycled.

8. City will be responsible for disposal of any hazardous materials, including oil and anti-freeze, delivered by the City to the Facility as Recyclables. Upon receipt of notification from ARC of the presence and current location of such hazardous materials, the City shall dispose of the identified hazardous materials in a timely manner and in accordance with all applicable laws.

Section 3 RESPONSIBILITIES OF ARC

1. ARC will receive, process and market all recyclables delivered to the facility by the City defined in Section 1 of this Agreement.

2. ARC will provide the City with a monthly report which shall indicate the date, time and net weight for each load, a report of the total tons received for that calendar month, and a billing summary.

Section 4 TERM

The term of this Agreement commences on July 1, 2014, and terminates on June 30, 2017. Subject to the terms and conditions found herein, this Agreement will automatically renew for one (1) additional three (3) year term (the "Extension Term") upon the same terms and conditions, unless either party gives written notice of its intent to not renew this Agreement. This notice of non-renewal must be given to the other party to the Agreement at least sixty (60) calendar days prior to the expiration of the initial term on June 30, 2017.

Section 5 PRICE

ARC will receive a tipping fee at \$30.00/gross ton. The amount of the tipping fee shall be adjusted on an annual basis in accordance with the Consumer Price Index - All Urban Consumers, U.S. City Average, All Items (not seasonally adjusted) as published by the U. S. Department of Labor, Bureau of Labor Statistics with an index base period of 1982-84 = 100. The first annual adjustment will occur on the 1st day of July 2015 and, so long as this Agreement is in full force and effect, each subsequent annual adjustment will occur on the 1st day of July of each year during the term of this Agreement. On the adjustment date, the above-referenced tipping fee shall be increased by a percentage equal to the cumulative percentage increase, if any, in the above-cited consumer price index (hereinafter referred to as the "CPI"). The cumulative percentage increase in the CPI means the percentage increase, if any, in the CPI for the month of May immediately preceding the adjustment date over the CPI recorded for the month of May during the preceding calendar year.

If the CPI ceases to use as the basis of calculation the standard of 1982-84 = 100, or if a change is made in the items contained in the CPI, or if the CPI is altered, modified, converted, or revised in any other manner, then the foregoing computations shall be made with the use of such conversion factor, formula, or table for converting the CPI as may be published by the Bureau of Labor Statistics. If the Bureau of Labor Statistics does not publish such conversion information, then the foregoing computations shall be made with the use of a conversion factor that adjusts the modified CPI to the figure that would have been calculated had the manner of computing the CPI not been altered.

Section 6 INDEMNIFICATION

ARC agrees to indemnify, defend, and hold harmless the City and its elected officials, employees, agents, and servants from and against any and all injury, loss, damage, or liability (or any claims in respect of the foregoing), costs, or expenses (including reasonable attorneys' fees and court costs) directly and proximately caused by ARC, its officers, representatives, agents, contractors, and employees. However, ARC shall not indemnify or save harmless the City from such claims or damages as may be attributed to the acts or omissions of the City and its officers, representatives, agents, contractors, and employees.

The City agrees to indemnify, defend, and hold harmless ARC and its officials, employees, agents, and servants from and against any and all injury, loss, damage, or liability (or any claims in respect of the foregoing), costs, or expenses (including reasonable attorneys' fees and court costs) directly and proximately caused by the City, its officers, representatives, agents, contractors, and employees. However, the City shall not indemnify or save harmless ARC from such claims or damages as may be attributed to the acts or omissions of ARC and its officers, representatives, agents, contractors, and employees.

Section 7
EVENTS OF DEFAULT

No waiver by either party with respect to any breach or default or of any right or remedy shall be deemed to constitute a continuing waiver of any other breach or any other right or remedy, unless such waiver is expressed in writing and signed by the party to be bound. No failure by the party to exercise a right or remedy available hereunder, or otherwise available under law shall constitute a waiver of any obligation of the other party to perform strictly in accordance with the terms hereof. Notwithstanding the aforementioned, the following events shall, without limitation, constitute an event of default:

- If City should fail to deliver all Recyclables as listed in Section 1 collected by City during the term of this Agreement.
- If ARC should fail to accept any Recyclables collected by City during the term of this Agreement.
- If City should fail to pay the Tip Rate to ARC.
- If ARC should fail to adjust in a timely manner the City's account with ARC to reflect any and all sums owed to the City as a credit pursuant to Subsection 6 of Section 2 of this Agreement.

Section 8
CONTINGENCIES/FORCE MAJEURE

Either party to the Agreement shall be excused from failure to perform any of its obligations hereunder if and to the extent such failure to perform is caused by, arises out of, or is attributable to war, riot, fire, explosion, acts of God, labor disputes, sabotage, accident, embargo, injunction, compliance with governmental order, inability to obtain fuel or raw materials preventing either party from performing any of its obligations hereunder, provided the party claiming such excuse shall promptly notify the other party of the reason therefore and the approximate duration of such delay or failure.

Section 9
TERMINATION

In the event there should be a material default, including an Event of Default, in the performance of any covenant or obligation of City or ARC which has not been remedied within thirty (30) days after receipt of written notice from the injured party specifying such default, the injured party may terminate this Agreement upon written notice. Termination by one party for fault of the other party shall not constitute a waiver of any obligation of the other party to perform strictly in accordance with the terms hereof. Nothing in this Agreement shall obstruct the right of either party to exercise any right, power or remedy permitted to it by law, in equity, or under this Agreement.

Deposit Bill Legislation. If legislation is enacted on the State or national level that requires a redeemable deposit on any of the terms listed as Recyclables, the parties agree that ARC's economic position has been negatively impacted. Therefore, ARC and City will renegotiate the price of this contract in good faith to rectify the negative economic impact. If the parties cannot reach a mutually satisfactory agreement, ARC may terminate this contract with three (3) months notice to the City without further obligation.

Section 10
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assignees of either party. A party desiring to assign its obligations to an assignee shall provide the other party with advance notice of such arrangement.

Section 11
GOVERNING LAW

This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance shall be governed by the laws of the State of North Carolina. If any of the provisions of this Agreement is declared invalid, the remainder of the Agreement shall not be affected thereby and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 12
PAYMENT

Billing and reporting shall be made on a monthly basis and payment shall be made within thirty (30) days of receipt of invoice. A finance charge of 1-1/2% per month will be applied to overdue payments.

EXECUTION

Signatures:

MARKHAM METALS, INC. d/b/a
ASHEBORO RECYCLING CENTER

CITY OF ASHEBORO, NC

Kimball W. Markham, President
MARKHAM METALS, INC. d/b/a
ASHEBORO RECYCLING CENTER

John N. Ogburn, III, City Manager
CITY OF ASHEBORO, NC

Date

Date

“This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.”

Deborah P. Reaves, Finance Officer

ATTACHMENT 1

MATERIALS ACCEPTANCE PROTOCOL

SINGLE STREAM RECYCLABLES consist of the following, loose, uncompacted, compacted, and commingled

- Glass, transparent and translucent food and beverage bottles and jars. Paper labels are acceptable as are rings and lids on glass containers.
- Tin/Steel/Aluminum cans, tin plated, food and beverage containers, all sizes, paper labels are acceptable.
- HDPE plastic bottles (SPI Code #2) – blow-molded (bottle-necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable. Motor oil and anti-freeze containers are not acceptable. Tubs, pots and trays are not acceptable.
- PET plastic bottles (SPI Code #1) blow-molded (bottle-necked) clear and green PET containers, such as soda bottle, dishwashing soap bottle, and some shampoo bottles. Tubs, pots, and trays are not acceptable.
- ONP – old newspapers and advertisement inserts, loose or placed in Kraft (brown) paper bags. Old newspaper that contains incidental moisture from rain on collection days is acceptable. Soaked paper or yellowed newsprint is unacceptable.
- OMG - old magazines containing glassy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) paper bags, with the exception of wet material or material that was once wet.
- OCC – old corrugated containers (cardboard) that are flattened and either cut down or folded to size no more than 3 by 2 feet and that have liners of Kraft, jute, or test liner. Staples and tape with water-soluble glues do not have to be removed. OCC can be damp but not soaked. OCC may be bundled and tied with string or twine, collected loose or placed in Kraft (brown) paper bags. Wax-coated and oriental old corrugated containers are not acceptable.
- Kraft (brown) paper bags – all sizes of loose, bundled or bagged Kraft paper grocery sacks.
- Junk mail – all dry, loose or bagged bulk mail. All unopened junk mail and envelopes with window are acceptable.
- High-grade paper – all dry, loose or bagged white and colored ledger and copier paper, note and paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).
- Boxboard – all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoeboxes, and other similar packaging. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.

Please Note:

- Materials delivered, as Single Stream Recyclables will contain all of the commingled items listed for each category and in proportions that can be reasonably expected from a municipal curbside collection-recycling program.
- Recyclables will not be delivered in bags unless specifically allowed or directed above.

- Residents are encouraged to discard containers' contents, labels, caps and rings and to rinse containers but there is no requirement for these to be removed from Recyclable Materials.

7. Consideration of a resolution adopting a capital improvement plan for the city's water and sewer utilities.

Ms. Reaves presented and recommended adoption, by reference, of a resolution adopting a capital improvement plan for the city's water and sewer utilities.

Upon motion by Mr. Bell and seconded by Ms. Carter, Council voted unanimously to adopt the following resolution by reference.

**RESOLUTION NUMBER 14 RES 6-14
CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

Capital Improvement Plan for Water & Sewer Operations 2014-2024

WHEREAS, a Capital Improvement Plan is designated to provide governmental officials with a frame of reference within which they may anticipate and achieve goals, objectives and service delivery levels desired by the Mayor and City Council, and;

WHEREAS, Capital planning is an important management tool that strengthens the linkages between infrastructure needs and the financial capacity of the City, and;

WHEREAS, North Carolina Department of Environment and Natural currently requires that a Capital Improvement Plan be in place as part of the required Water & Sewer collection system permitting process, and;

WHEREAS, the City defines a capital need / expenditure as costs incurred to construct, refurbish, or purchase property or equipment that is expected to be functional over an extended period of time and often relates to expenditures that are large outlays of money in comparison to those included in the normal operating budget, and;

WHEREAS, Cavanaugh & Associates was contracted to assist city staff in identifying needs associated with the delivery of water services and treatment of sewer to and for the Citizens of Asheboro as well as forecast and match projected revenues and major capital needs / expenditures over a ten (10) year period, and;

WHEREAS, on January 30, 2014, Cavanaugh & Associates and City staff distributed and presented the Capital Improvement plan for the Water & Sewer Operations to the City Council, and on June 5, 2014, a copy of the capital improvement plan was distributed to the City Council and the 2014-2015 Budget Ordinance incorporates the components of the Capital Improvement plan, and;

WHEREAS, the plan outlines annual departmental allocations by year along with the funding recommendations and proposed rate increases that were incorporated in the Cavanaugh & Associates plan followed by more specific departmental detail of these expenditures, and;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Asheboro, North Carolina does hereby adopt the 2014-2024 Capital Improvement Plan.

This resolution was adopted in open session by the Asheboro City Council during a special called meeting that was held on the 26th day of June, 2014.

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

ATTEST:

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

There being no further business, the meeting was adjourned at 12:51 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on May 5, 2014

The Asheboro ABC Board met on May 5, 2014, at 5:00 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). Former Board Chair Rusty Walker Jr., also attended the meeting. 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 and signed the Minutes from the April 7, 2014, regular meeting.

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

As discussed at the Board's April 7, 2014, meeting, the GM met with Asheboro Police Department Sergeant Brown and Detective Burrow to update the PD concerning statewide ABC enforcement activities at the County and City level. The ABC Enforcement Contract between the Board and the police department and ABC enforcement statistics maintained by the NC ABC Commission were reviewed. During FY 2012-13 Asheboro PD exceeded statewide ABC enforcement averages. Also discussed were issues brought to light at a meeting of the Appropriations Subcommittee on Justice and Public Safety (NC Legislature) concerning low ABC enforcement performance in other jurisdictions across the state.

A draft policy proposal granting leave time for full-time regular employees who become living organ donors was reviewed. After discussion, several changes were proposed and the GM directed to incorporate the changes into a draft for review at a future Board meeting.

The Asheboro ABC Board Meeting Schedule for fiscal year 2014-2015 was reviewed and approved by the Board. A copy of the schedule is attached hereto and incorporated herein by reference.

The Board discussed long-term planning issues relating to how best support the future operational needs and goals of the Board while assuring a reliable stream of revenue to the city. The Board determined a need to begin funding for future facility needs and related capital requirements. GS18B-805(d) requires approval from the City of Asheboro before such funds can be set aside. Upon motion by Bob Morrison, the Board approved

making a formal request to the City to create a Future Facility Fund. The Board directed the GM draft a letter setting out the terms and conditions of the request for the Chair's signature and submission to the City. A copy of the letter to Mayor David Smith and City Council Members is attached hereto and incorporated herein by reference.

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

1. The Proposed Annual Budget for Fiscal Year 2014-15 will be submitted to each Board member by May 15th.
2. A budget hearing will be held at the regular Board meeting on June 2, 2014.
3. The Change-Fund Report ending April 30, 2014, was reviewed with nothing remarkable noted.
4. Asheboro ABC sales statistics comparing:
 - April 2014 sales with the previous month indicate:
 - An overall -7.9% change (all sales and tax collections)
 - April 2014 sales with sales from the same month last year indicate:
 - Retail Sales +5.5%
 - Mixed Beverage Sales: +8.5%
 - Sales Tax Collections: +5.5%
 - Overall Collections: +5.9%
 - April 2014 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +6.7%
 - Mixed Beverage Bottle Sales: +5.1%
 - Overall Bottle Sales: +6.5%

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

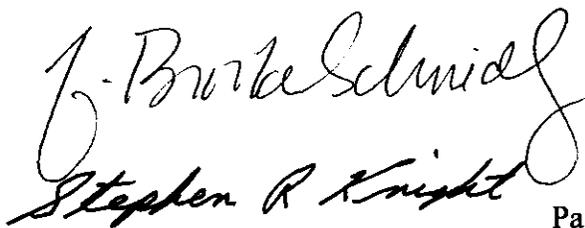
The next regular Asheboro ABC Board meeting will be held Monday, June 2, 2014, at 5:30 p.m.

There being no further business, the meeting was adjourned.

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

6-2-14


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 2014-2015

**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 7, 2014

August 4, 2014

September 2, 2014 (Tuesday)

October 6, 2014

November 3, 2014

December 1, 2014

January 5, 2015

February 2, 2015

March 2, 2015

April 6, 2015

May 4, 2015

June 1, 2015

**J. Brooke Schmidly, Chair
Asheboro ABC Board
May 5, 2014**



Phone (336) 629-2530 • Fax (336) 629-2704
700 South Fayetteville Street, Asheboro, NC 27203

May 8, 2014

Mayor David Smith and
City Council Members
C/O John Ogburn, City Manager
City of Asheboro
146 North Church Street
Asheboro, NC 27203

Dear Mr. Ogburn:

The Asheboro ABC Board has discussed long-term planning issues relating to how we can best support the future operational needs and goals of the Board while assuring a reliable stream of revenue to the city. With this in mind, the Board at its May 5, 2014, meeting determined a need to begin funding for future facility needs and related capital requirements. Establishment of a Future Facility Fund will grow capital and reduce the probability of needing debt financing to meet future requirements.

General Statute 18B-805 regulates the distribution of ABC Board revenues. From its receipts the Asheboro ABC Board must first pay all operational costs and make specified tax, alcohol treatment, and law enforcement distributions. With the remaining gross receipts, the Board maintains a working capital cash fund within limits set by the State ABC Commission and distributes the remainder to the City of Asheboro.

Subsection (d) allows the Board, with the approval of the City of Asheboro, to set aside a portion of these gross receipts to fund specific capital improvements. Based upon sales histories and expected revenues, the Board is now in a position to direct a portion of revenues into the Future Facility Fund without reducing the monthly distribution the Board now makes to the City. Therefore, the Board requests approval from the City of Asheboro to set aside up to forty-thousand dollars (\$40,000) per year from gross receipts to fund the Future Facility Fund.

If in any year the Board's net revenue is not sufficient to fund the Future Facility Fund and continue current monthly distributions to the City, contributions will not be made to the Future Facility Fund thereby ensuring distributions to the City. We believe this will allow the Board to continue providing at least the same amount of monthly revenue to the city while accumulating a reserve to address future needs.

Sincerely,

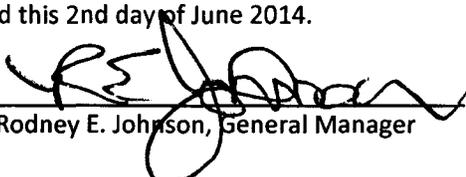

J. Brooke Schmidly, Chair

J. Brooke Schmidly, Chair • Stephen R. Knight, Board Member
Robert E. Morrison, Board Member • Rodney E. Johnson, General Manager

ASHEBORO ABC BOARD
ANNUAL BUDGET FOR FISCAL YEAR
2014-2015

Sales		3,179,000.00
Other Income		300.00
	Total	\$3,179,300.00
Less Taxes		898,524.50
	Net Sales	\$2,280,775.50
Less:		
Cost of Sales		1,558,950.50
	Gross Profit	\$721,825.00
Less:		
<u>Operating Expenses</u>		
Salaries, benefits and fees		250,500.00
Payroll taxes		20,150.00
Rent		64,800.00
Repairs and maintenance		6,500.00
Utilities		16,725.00
Insurance - general and bonds		14,050.00
Supplies and janitorial		11,500.00
Travel and training		3,100.00
Professional services		9,250.00
Dues and subscriptions		1,250.00
Bank fees and charges		30,000.00
Miscellaneous & Contingencies		7,000.00
	Total Operating Expenses	\$434,825.00
	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		15,000.00
Alcohol Education and Rehab		21,000.00
City of Asheboro General Fund		186,000.00
	Total Distributions	\$222,000.00
	Net Income after Distributions	-

Adopted by the Asheboro ABC Board this 2nd day of June 2014.


 Rodney E. Johnson, General Manager

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on June 2, 2014

The Asheboro ABC Board met on June 2, 2014, at 5:00 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

Present were Chair Brooke Schmidly, Board Member Steve Knight, and General Manager Rodney Johnson (GM). Board Member Bob Morrison attended via telephone conference call. 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 and signed the Minutes from the May 5, 2014, regular meeting.

Board Member Steve Knight and the GM attended the Asheboro City Council's May 20, 2014, meeting where the Board's request to create a Future Facility Fund was reviewed and approved. A copy of the approved resolution is attached hereto and incorporated herein by reference as "Resolution Number 11 RES 5-14."

Steve Knight and the GM reviewed Board finances. Based on ABC Commission working capital requirements (18B-805 and Rule 2R.0902), existing cash reserves, and projected cash flows, the Board is in a position to make an additional Fiscal Year 2013-2014 distribution to the City of Asheboro. After discussion, Steve Knight moved the Board make an additional \$50,000 distribution to the City which will bring the final fiscal year distribution to \$236,000.00. The motion was unanimously approved.

Budget Hearing (§18B-702):

All Board members acknowledged receipt of the Budget Message and Proposed Budget for Fiscal Year 2014-2015 sent by the GM via email May 21, 2014. Copies of emails dated May 21, 2014, indicating submission of a copy of the Message and Proposed Budget to the City of Asheboro and NC ABC Commission were reviewed by the Board. A copy of the public notice placed on the Courier-Tribune's web page on May 15, 2014, and included in its May 20, 2014, publication providing notice of the June 2, 2014, public hearing on the budget was also reviewed by the Board.

The Budget Message and Proposed Annual Budget for Fiscal Year 2014-2015 was presented to and accepted by the Board. No members of the public were present at the Budget Hearing and the GM reported no members of the public had contacted the GM concerning the budget prior to the hearing.

After review and discussion, and upon motion by Bob Morrison, the Board unanimously approved and adopted the budget as presented. A copy of the approved budget is attached hereto and incorporated herein by reference as "Asheboro ABC Board Annual Budget for Year 2014-2015."

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

1. The Change-Fund Report ending June 30, 2014, was reviewed with nothing remarkable noted.
2. Asheboro ABC sales statistics comparing:
 - June 2014 sales with the previous month indicate:
 - An overall -12.4% change (all sales and tax collections)
 - June 2014 sales with sales from the same month last year indicate:
 - Retail Sales -4.3%
 - Mixed Beverage Sales: +7.4%
 - Sales Tax Collections: -4.4%
 - Overall Collections: -3.1%
 - June 2014 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: -5.6%
 - Mixed Beverage Bottle Sales: +9.9%
 - Overall Bottle Sales: -4.6%

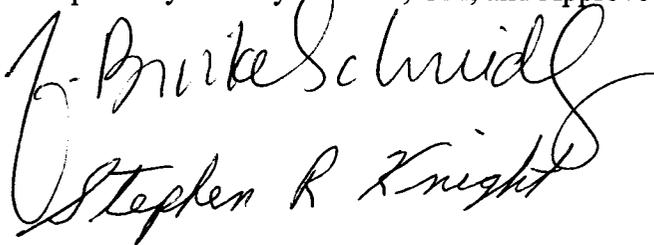
Charts reflecting sales histories were handed out to Board members for review and discussion.

The next regular Asheboro ABC Board meeting will be held Monday, July 7, 2014, at 5:30 p.m.

There being no further business, the meeting was adjourned.

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

7-7-14




RESOLUTION NUMBER 11 RES 5-14

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

APPROVAL OF THE ASHEBORO ABC BOARD'S REQUEST TO SET ASIDE, WHEN AVAILABLE, A CERTAIN AMOUNT OF GROSS RECEIPTS FOR A FUTURE FACILITY FUND

WHEREAS, the Asheboro ABC Board (the "Board") has engaged in a long-term planning process with the goal of finding the best way to support future operational needs and goals of the Board while assuring a reliable stream of revenue to the City of Asheboro (the "City"); and

WHEREAS, during the Board's meeting on May 5, 2014, the Board identified the need to begin funding for future facility requirements and related capital improvements; and

WHEREAS, with the identification of this need in mind, the Board concluded that the establishment of a Future Facility Fund would grow capital and reduce the reliance on debt financing to meet future capital improvement requirements; and

WHEREAS, when distributing revenue, the Board must comply with the statutory guidance found in Section 18B-805 of the North Carolina General Statutes; and

WHEREAS, pursuant to this statutory guidance, the Board must first pay all operational costs and make specified tax, alcohol treatment, and law enforcement distributions before setting aside, within limits set by the North Carolina ABC Commission, a working capital cash fund and then distributing the remaining revenue to the City; and

WHEREAS, in pertinent part, Section 18B-805(d) of the North Carolina General Statutes provides as follows: "With the approval of the appointing authority for the board, the local board may also set aside a portion of the remaining gross receipts as a fund for specific capital improvements;" and

WHEREAS, based upon its analysis of sales histories and expected revenues, the Board has concluded that it can direct a portion of revenues into a proposed Future Facility Fund without reducing the monthly distribution of fifteen thousand five hundred dollars (\$15,500) per month that the Board currently makes to the City; and

WHEREAS, the Board, by means of a letter signed by the Board's Chair and dated May 8, 2014, has requested approval from the City Council to set aside up to forty thousand dollars (\$40,000) per year from gross receipts to fund the Future Facility Fund; and

WHEREAS, in the above-referenced letter of May 8, 2014, the commitment was made that, if in any year the Board's net revenue is not sufficient to both fund the Future Facility Fund

and continue the current level of monthly distributions to the City, the monthly distributions to the City would be preserved as a higher priority than contributing to the Future Facility Fund;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that, so long as the Board's net revenue is sufficient to continue the current level of monthly distributions of fifteen thousand five hundred dollars (\$15,500) per month to the City, approval is hereby granted to the Asheboro ABC Board to set aside a maximum of forty thousand dollars (\$40,000) per year from gross receipts to fund the Future Facility Fund; and

BE IT FURTHER RESOLVED that the approval granted by this Resolution is effective as of July 1, 2014, and shall not expire unless and until another Resolution is adopted by the Asheboro City Council to revoke the approval granted herein.

This Resolution was adopted in open session by the Asheboro City Council during a duly called special meeting that was held on the 20th day of May, 2014.



ATTEST:

A handwritten signature in black ink, appearing to read "David H. Smith", written over a horizontal line.

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

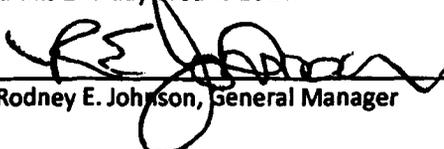
A handwritten signature in black ink, appearing to read "Tamela D. Garner", written over a horizontal line.

Tamela D. Garner, Deputy City Clerk
City of Asheboro, North Carolina

ASHEBORO ABC BOARD
ANNUAL BUDGET FOR FISCAL YEAR
2014-2015

Sales		3,179,000.00
Other Income		300.00
	Total	\$3,179,300.00
Less Taxes		898,524.50
	Net Sales	\$2,280,775.50
Less:		
Cost of Sales		1,558,950.50
	Gross Profit	\$721,825.00
Less:		
<u>Operating Expenses</u>		
Salaries, benefits and fees		250,500.00
Payroll taxes		20,150.00
Rent		64,800.00
Repairs and maintenance		6,500.00
Utilities		16,725.00
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Professional services		9,250.00
Dues and subscriptions		1,250.00
Bank fees and charges		30,000.00
Miscellaneous & Contingencies		7,000.00
	Total Operating Expenses	\$434,825.00
	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		15,000.00
Alcohol Education and Rehab		21,000.00
City of Asheboro General Fund		186,000.00
	Total Distributions	\$222,000.00
	Net Income after Distributions	-

Adopted by the Asheboro ABC Board this 2nd day of June 2014.


 Rodney E. Johnson, General Manager

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AWARD OF A SERVICE SIDE ARM TO A RETIRING OFFICER OF THE
ASHEBORO POLICE DEPARTMENT**

WHEREAS, effective September 1, 2014, Master Police Lieutenant Timothy Scott Maness will begin his retirement from employment with the Asheboro Police Department after rendering honorable and invaluable service to the City of Asheboro and its citizens since the date of his initial employment with the Asheboro Police Department on October 22, 1990; and

WHEREAS, pursuant to and in accordance with Section 20-187.2 of the North Carolina General Statutes, the Asheboro City Council wishes to recognize and honor Lieutenant Maness for his valuable service to the city by awarding to him, at a minimal monetary cost, the service side arm issued to the officer at the time of his retirement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, effective September 1, 2014, in consideration of the combination of his dedicated service to the City of Asheboro and the payment to the City of Asheboro of one dollar (\$1.00), Timothy Scott Maness is to be awarded, upon a determination by the Chief of Police that Mr. Maness is not ineligible to own, possess, or receive a firearm under the provisions of federal or North Carolina law, ownership of his city-issued service side arm (a Glock 23 Generation 4 with serial no. SFS963 and three magazines).

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 10th day of July, 2014.

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

ATTEST:

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

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

CONVEYANCE OF SURPLUS POLICE HELMETS TO THE
ARCHDALE POLICE DEPARTMENT

WHEREAS, the City of Asheboro owns a total of nine helmets, which are referred to as PASGT (Personal Armor System for Ground Troops) helmets, which are also sometimes referred to as K-Pot helmets, that were initially used by the Asheboro Police Department's SWAT team; and

WHEREAS, due to upgrades in equipment, the Asheboro Police Department no longer needs these previously used helmets; and

WHEREAS, these helmets, which are viewed as surplus property by the Asheboro Police Department command staff, are described in greater detail on the sheet attached to this Resolution as ATTACHMENT A (this attachment is hereby incorporated into this Resolution by reference as if copied fully herein, and the helmets described by the attached sheet shall be hereinafter referred to as the "Surplus Helmets"); and

WHEREAS, the Chief of Police for the City of Archdale has informed the command staff at the Asheboro Police Department that the Archdale Police Department is looking for surplus helmets that could be used to assist in protecting that department's officers during high risk situations such as the service of certain search warrants and conducting raids; and

WHEREAS, Section 160A-274 of the North Carolina General Statutes authorizes a unit of government in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit in this state any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, the Asheboro City Council has concluded that it is advisable for the City of Asheboro to convey for no consideration the Surplus Helmets to the City of Archdale for use by the Archdale Police Department;

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

Section 1. The City of Asheboro hereby conveys all of its right, title, and interest in the Surplus Helmets to the City of Archdale.

Section 2. The Surplus Helmets shall be conveyed for no consideration.

Section 3. The Mayor of the City of Asheboro is authorized to execute all documents necessary to convey the Surplus Helmets in the manner authorized by this Resolution.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 10th day of July, 2014.

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

ATTEST:

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

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

ELECTRONIC AUCTION OF PERSONAL PROPERTY

WHEREAS, Section 160A-270(c) of the North Carolina General Statutes authorizes the City Council of the City of Asheboro to “conduct auctions of real or personal property electronically by authorizing the establishment of an electronic auction procedure or by authorizing the use of existing private or public electronic auction services;” and

Item 3 (d)

WHEREAS, GovDeals, Inc. is an online auction service provider that has extensive experience with the disposal of surplus government property; and

WHEREAS, pursuant to Asheboro City Council Resolution No. 54 RES 12-13, the city manager has executed an Online Auction Memo of Understanding with GovDeals, Inc., and the City of Asheboro is a current client of this online auction site; and

WHEREAS, the city manager, in consultation with the city’s various division/department heads, has identified various items of city-owned personal property that are no longer needed by the city and are eligible for disposal by means of an electronic auction; and

WHEREAS, the above-referenced items of personal property that have been identified as ready for disposal as surplus property are listed within the attached EXHIBIT 1 that is hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the City Council concurs with the city staff’s recommendation to dispose of the personal property listed in EXHIBIT 1 by means of the online auction service provided by GovDeals, Inc.;

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

Section 1. The items of city-owned personal property listed in EXHIBIT 1 are no longer needed by the City of Asheboro and are hereby declared to be surplus property (these items of surplus personal property shall be hereinafter collectively referred to as the “Surplus Property”).

Section 2. The city manager or his designee is hereby authorized to sell the Surplus Property by means of an electronic auction conducted through the online auction services of GovDeals, Inc.

Section 3. The electronic address for the website where (a) information about the Surplus Property can be found, (b) the terms and conditions of sale can be reviewed, and (c) bids can be posted is www.govdeals.com.

Section 4. As part of the online auction services utilized by the city, GovDeals, Inc. will collect, on behalf of the city, the proceeds from the auction in accordance with the terms and conditions stated in the Online Auction Memo of Understanding entered by and between the City of Asheboro and GovDeals, Inc.

Section 5. The electronic auction shall begin at 9:00 AM Eastern Standard Time on Thursday, August 14, 2014, and the auction shall end no sooner than 3:00 PM Eastern Standard Time on Thursday, August 28, 2014; and

Section 6. The terms of sale shall be the “Online Sales – Terms and Conditions” approved as part of the Online Auction Memo of Understanding between the City of Asheboro and GovDeals, Inc.

Section 7. The said terms of sale specifically provide, in part and by way of illustration and not limitation, that all assets are offered for sale “AS IS, WHERE IS,” successful bidders will receive a Buyer’s Certificate by email from GovDeals, Inc., payment in full is due not later than five (5) business days from the time and date of issuance of the Buyer’s Certificate, purchases will be released upon receipt of payment as specified in the terms of the sale, and all assets must be removed from city property within ten (10) business days from the time and date of the issuance of the Buyer’s Certificate.

Section 8. The entirety of the terms and conditions of the online auction to be conducted pursuant to this Resolution are attached hereto as EXHIBIT 2 (these terms of sale were previously identified in City of Asheboro Resolution Number 54 RES 12-13 as “EXHIBIT C – Online Auction Memo of Understanding”) and are hereby incorporated into this instrument by reference as if copied fully herein.

Section 9. The city clerk shall cause the publication, at least once and not less than ten (10) days before the date of the auction, of a copy of this Resolution or a notice summarizing the contents of this Resolution.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 10th day of July, 2014.

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

ATTEST:

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

EXHIBIT 1

SURPLUS PROPERTY – AUGUST 2014 ELECTRONIC AUCTION

1. 1977 Kaiser Two-and-a-Half Ton Surplus Military Truck (VIN 052519439)
2. 1992 M149 Surplus Military Trailer (VIN NCX01039266)
3. 2002 Ford Crown Victoria (VIN 2FAFP71W02X111692)
4. 1997 GMC 3500 Truck (VIN 1GDJC34J2VF022694)
5. 1999 Ford Crown Victoria (VIN 2FAFP71W4XX163737)
6. 1996 Chevrolet Step Van (VIN 1GBHP32R5T3317646)
7. 1988 Chevrolet Southwind Motor Home (VIN 1GBKP37W5J3318488)
8. 2000 Mercury Sedan (VIN 2MEFM74W9YX665786)
9. 1997 Toyota 4 Runner (VIN JT3GN86R5V0041577)
10. 1991 Toro Groundsmaster 322-D Mower (Serial No. 30788-10939)

EXHIBIT 2

City of Asheboro

Asheboro, North Carolina

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale “**AS IS, WHERE IS.**” City of Asheboro (**Seller**) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. **Seller** warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. **Seller** reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from **GovDeals**.

Buyers Premium. If a **Buyers Premium** is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the **GovDeals** Website.
Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Seller** may NOT bid on the property listed for auction.

ATTACHMENT A

Personal Armor System for Ground Troops (PASGT) helmet (also called the K-Pot) is made of Kevlar and was worn by our SWAT team. The Kevlar helmet, available in five sizes from extra small thru extra large and provides ballistic protection for the head from fragmenting munitions and handgun bullets. They come with a strap suspension system inside the helmet and two-point chin strap. These helmets are no longer needed at the Asheboro Police Department and they are considered surplus. The following helmets are considered surplus:

3	Stemco	Large	DLA100-88-C-4398
1	Spec. Plastic	Small	DLA100-88-C-4397
1	Gibraltar Ind.	Large	DLA100-83-C-4222
1	Unicor	Unknown	No visible markings
1	Unknown	X-Large	#XL-C92X
2	Unknown	Unknown	No visible markings

Nine (9) total helmets

**City of Asheboro
Finance Office**

To: John Ogburn, City Manager
From: Debbie Reaves, Finance Director
Date: July 7, 2014
Re: Ordinance to Amend General Fund Budget 14-15

I would like to add the attached Ordinance to Amend the General Fund Budget to the Council consent agenda.

As I was entering the approved General Fund expenditures for 2014-2015, I noticed a clerical error in the Environmental Services Budget (580) that I would like to correct. In the Departmental Request for the Environmental services budget, Kermit Williamson requested a replacement Knuckle Boom Truck for \$165,000. This request was discussed on management team level but due to the budget constraints, this request was not presented to Council as a purchase we were recommending for approval at this time. This amount however was not deleted from the total recommended "departmental budget" of \$2,534,054. Since its inclusion was unintentional, I recommend a budget amendment of \$165,000 to reduce and correct the budget and reallocate to other General Fund needs as noted below.

Since preparing and presenting the budget to Council, the Cranford family has agreed to sell the City of Asheboro the downtown Cranford building (to allow for future additional downtown parking) for \$125,000. The detail associated with the negotiations and purchase of the Cranford Building is scheduled to be presented to both the Redevelopment Commission and the City Council at their respective September meetings. In anticipation of a late September 2014 closing, I recommend a new allocation of \$126,200 for the purchase and title insurance and closing fees be made at this time.

In the past few years, we have dedicated resources to enhancing the WW Thomas Tennis Facility. I recommend allocation of \$13,000 to renovate the existing office, restrooms and lounge at the Tennis Center. The City of Asheboro did receive a \$5,000 donation for this renovation in a prior budget year.

I also recommend an allocation of \$25,800 to purchase a pick-up truck for the Street Department. This will give that department one of the three requested trucks.

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>
10-580-7400	Capital Outlay	(165,000)
10-615-7400	Capital Outlay	126,200
10-620-1507	Maintenance & Repair- Tennis Center	13,000
10-565-7400	Capital Outlay	25,800
	Total Increase / (Decrease)	(0)

Adopted this 10th day of July, 2014

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**EXEMPTION FROM THE QUALIFICATION BASED SELECTION PROCESS OF THE
PROJECT TO ACQUIRE THE ASHEBORO HOSIERY MILLS PROPERTY**

WHEREAS, Section 143-64.31 of the North Carolina General Statutes requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively “design services”) to be based on qualifications and without regard to fee; and

WHEREAS, the City of Asheboro proposes to enter into a contract with a surveyor in order to procure survey work needed for the project to acquire the Asheboro Hosiery Mills property; and

WHEREAS, Section 143-64.32 of the North Carolina General Statutes authorizes units of local government to exempt contracts for design services from the statutorily prescribed qualification based selection requirements if the estimated fee is less than \$50,000; and

WHEREAS, due to the fact that Glenn Brown Surveying, Inc. of Asheboro has previously collected data that would be used to prepare the plat of survey needed by the city for this project, Glenn Brown has estimated that his fee for the surveying services required by the city, including the preparation of a recordable plat of survey, is less than \$2,000;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, effective July 10, 2014, the above-described project is exempted from the qualification based selection process prescribed in Chapter 143, Article 3D of the North Carolina General Statutes, and the city manager is authorized to execute all documents necessary to procure from Glenn Brown the surveying services needed to complete this project.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 10th day of July, 2014.

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

ATTEST:

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

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**DECLARATION OF THE OFFICIAL INTENT OF THE CITY OF ASHEBORO TO
PURCHASE CERTAIN MUNICIPAL VEHICLES AND EQUIPMENT AND THEN
REIMBURSE THE GENERAL FUND WITH PROCEEDS FROM
AN INSTALLMENT FINANCING AGREEMENT**

WHEREAS, in order to maintain a satisfactory level of municipal services for the citizens of the City of Asheboro, the Asheboro City Council has adopted a budget ordinance for fiscal year 2014-2015 that allocates funding for the acquisition of vehicles and equipment deemed essential for maintaining uninterrupted municipal services; and

WHEREAS, the vehicles and equipment that are to be acquired during the 2014-2015 fiscal year in order to maintain essential municipal services provided by city departments that receive their funding from the municipal corporation's general fund are as follows:

1. A fire truck budgeted at approximately \$425,000;
2. A leaf truck budgeted at approximately \$162,221;
3. Six police cars with emergency equipment budgeted at approximately \$165,031; and

WHEREAS, Section 160A-20 of the North Carolina General Statutes authorizes the city to finance the purchase of personal property by means of installment financing that creates a security interest in the purchased property; and

WHEREAS, in order to continue to provide high quality municipal services at their present level, the above-listed vehicles and equipment will be purchased and placed into service as soon as possible with available funds in the city's general fund; and

WHEREAS, the Asheboro City Council has decided that the above-stated expenditures are to be reimbursed to the general fund during the current fiscal year with proceeds from an installment financing agreement that will create security interests in the said municipal vehicles and equipment acquired during the city's 2014-2015 fiscal year; and

WHEREAS, more favorable financing terms can be obtained if the city takes the steps necessary to allow the lending institution from whom financing is ultimately obtained to exclude the interest paid or payable under an installment financing agreement with the city from the gross income of the lending institution; and

WHEREAS, in accordance with the applicable Treasury Regulations, one of the steps necessary to avoid jeopardizing the ability of a lender to exclude from its gross income the interest paid or payable under an agreed upon installment financing agreement is for the city to

declare its intent to reimburse the general fund for the expenditures used to purchase the needed vehicles and equipment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, prior to the execution of any installment financing agreement and consistent with the city's budget ordinance for fiscal year 2014-2015, a maximum of \$752,252 may be expended from the general fund, with the intent of seeking reimbursement for the expenditures from installment financing proceeds, for the above-listed vehicles and associated equipment; and

BE IT FURTHER RESOLVED that the City Council of the City of Asheboro hereby formally and explicitly declares the official intent of the City of Asheboro to fully reimburse, with loan proceeds from an installment financing agreement that is to be executed prior to the end of the 2014-2015 fiscal year, any and all expenditures from the general fund for the future purchase during this fiscal year of the vehicles and equipment that are listed hereinabove and that are necessary to the provision of essential municipal services.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 10th day of July, 2014.

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

ATTEST:

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

ARTICLE XII. ROTARY PAVILION AT BICENTENNIAL PARK

SECTION 12.1 APPLICATION

The Rotary Pavilion at Bicentennial Park and the contiguous city-owned property when used in support of events at the pavilion shall be administered by the City of Asheboro Cultural Services Department in a manner that will provide the citizens of Asheboro and Randolph County with an opportunity for a quality experience. Under the general supervision of the Recreation Services Superintendent, the Cultural Services Department shall coordinate the use of the pavilion with the Recreation Services Department which is responsible for processing reservations at Bicentennial Park. This park may be rented to individuals or other types of legal entities, subject to the terms and conditions listed herein and elsewhere within the Code of Asheboro.

Application to use this venue shall be made on a form available from the Asheboro Cultural and Recreation Services Departments. Applications are subject to the final departmental review and decision making authority of the Recreation Services Superintendent.

SECTION 12.2 RULES AND REGULATIONS

1. Unless authorization to the contrary is listed on the prescribed application form as part of the written approval of an event by the Cultural Services Department, alcoholic beverages are prohibited. In those cases where the Recreation Services Superintendent has authorized the sale, possession, and/or consumption of unfortified wines and/or malt beverages on the premises in connection with and for the duration of the approved event, such sale, possession, and/or consumption of the listed beverages must be conducted in strict compliance with Section 12.3 of this manual, any conditions attached by the Recreation Services Superintendent to the event approval, and all applicable laws, ordinances, and regulations. No alcoholic beverages other than unfortified wines and malt beverages are permitted on the premises of the facility at any time.
2. The park is open from 6am – 11pm. No activities may take place after the curfew time unless approved by the Recreation Services Superintendent.
3. Items such as vehicles, tractors, heavy machinery, etc. shall not be parked on any area of grass at any time.
4. The person/organization renting the facility shall pay for and maintain, at all times during the individual or entity's use of the facility, Comprehensive and General Liability insurance coverage with primary limits of liability of no less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The required policy or policies shall be written through insurance carriers which are qualified to do business in North Carolina. Furthermore, the City of Asheboro is to be named as an additional insured and shall be furnished with a Certificate of Insurance in a form satisfactory to the City. In order to be deemed satisfactory, such a certificate must affirmatively state without any disclaimer or limitation whatsoever that the coverage or coverages referred to therein shall not and cannot be terminated or modified until the city has received thirty (30) days written notice

thereof. A satisfactory Certificate of Insurance must be in the possession of the Cultural Services Department no later than 48 hours prior to the scheduled event. Failure to provide proof of insurance will result in the event being cancelled. Furthermore, the Applicant must agree to forever hold harmless and to fully indemnify the City and its personnel, agents, officials, and City Council, in both their official and individual capacities, from any and all judgments, liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any person or entity by reason of any negligent or willful act or omission of the Applicant or its officers, employees, agents or contractors in connection with the Applicants use of the Rotary Pavilion at Bicentennial Park.

5. The person/organization renting the facility must designate a representative who will be responsible for all phases of the event and who will be on site the entire time the event is taking place.
6. Upon request, trashcans will be provided by the City of Asheboro. The size of the event will determine the number of cans available.
7. Rental of Rotary Pavilion at Bicentennial Park does not automatically include the parking areas. Renters must request to use the parking areas. Blocking the parking lot during regular business hours Monday – Friday is discouraged and may only be approved at the sole discretion of the Recreation Services Superintendent.
8. As appropriate, the renter is responsible for procuring the services of properly trained security/law enforcement personnel.
9. Portable toilets are to be provided by the renter and shall be placed at a designated location.
10. Portable Grills shall not be placed under the pavilion or on any grass areas. They shall be placed at a designated location.
11. No items may be sold, displayed, given, or exhibited on the premises without prior approval of the Recreation Services Superintendent.
12. The Asheboro Police Department and employees in the Asheboro Cultural and Recreation Services Departments shall have access to all areas of the park at all times before, during, and after the event.
13. The person/organization renting the facility is responsible for clean up following the event. The facility must be cleaned prior to the normal park closing time on the day of the event. Failure to clean up, shall result in loss of security deposit.
14. No items may be attached to any area of the pavilion structure, trees, bushes, poles or artwork in the park.

15. Signs may not be placed in the park without written permission of the ~~Parks & Recreation Director~~ Recreation Services Superintendent or his designee.
16. Tents may be set up in the field, however, if they need to be staked, they shall be placed in a designated area.
17. Anyone using a tent (700 sq ft. or larger) is responsible for obtaining the appropriate inspections from the building inspector, fire marshal and any necessary zoning permits prior to event.
18. Failure to adhere to these guidelines shall subject future rental applications to denial.
19. ~~The Parks & Recreation Director reserves the right~~ Recreation Services Superintendent is authorized to cancel any event, at any time, based on rental agreement violations.
20. ~~The Parks & Recreation Director City of Asheboro reserves the right, in the sole discretion of the city, to co-sponsor an event~~ any and all events.
21. A user fee shall be charged to all applicants for the use of Rotary Pavilion at Bicentennial Park. All Applicants shall be subject to the following charges:
 - a. Security Deposit: \$75.00 (This refundable fee must be paid at time of application).
 - b. City Resident (with Rec Card) Rate: ~~\$100.00~~ \$325.00
 - c. Non-Resident Rate: ~~\$175.00~~ \$400.00
 - d. Non-Profit / Government Rate: \$225.00
 - e. The rental rate must be paid at least 48 hours in advance of the event.

SECTION 12.3 SALE, POSSESSION, AND CONSUMPTION OF MALT BEVERAGES AND UNFORTIFIED WINES

~~Regulations authorizing the sale, possession, and consumption of malt beverages and unfortified wines on the premises of this facility are currently under review. Until final adoption of these regulations, the sale, possession, and consumption of malt beverages and unfortified wines on the premises of this facility are strictly prohibited.~~

Authorization for the sale, possession, and consumption of malt beverages and unfortified wines on the premises of this facility must be requested from the Cultural Services Department on the prescribed facility rental application. No stand alone authorization for the distribution of alcoholic beverages will be granted. Such authorization will only be provided as one component, along with other components such as facility rental issues, of a comprehensive event plan that must receive final approval from the Recreation Services Superintendent before the event may be advertised as taking place on city property. When creating and submitting an event plan, the applicant must be guided by the operational guideline that the distribution of malt beverages and/or unfortified wines are meant to enhance the experience of the event and should in no way detract from the program and the use of this facility.

In order to obtain approval of a comprehensive event plan, the following conditions, which represent a baseline for an event plan before it is eligible for review by the Recreation Services Superintendent, must be satisfied:

1. Any malt beverages and unfortified wines found on the premises of the Rotary Pavilion at Bicentennial Park, as well as any contiguous city-owned property included within the event plan, must have been obtained in accordance with a sale/distribution plan developed and implemented by the event organizer. The sale, possession, or consumption on the city's premises of any alcoholic beverage not obtained and possessed in strict compliance with the sale/distribution plan approved by the Recreation Services Superintendent is prohibited.
2. The sale/distribution plan drafted by an event organizer must be compliant with all applicable laws, ordinances, and administrative regulations in order to be considered for approval.
3. In its capacity as the Lessor of the premises, the City of Asheboro hereby establishes that, in order to be eligible to submit a request for permission to sale/distribute alcoholic beverages on these premises, the event organizer must establish that the contemplated event is planned for a charitable purpose. An event is deemed to be for a charitable purpose if the event is either (a) organized by a legal entity that is recognized under the laws of the United States and the State of North Carolina as a not for profit organization, or (b), in the absence of formal legal recognition of a stand alone not for profit legal entity, the purpose of the event can be demonstrated to the satisfaction of the Recreation Services Superintendent to be a charitable event for civic, educational, patriotic, or religious purposes. Any event organizer seeking to obtain permission for the sale/distribution of alcoholic beverages must be willing to provide legal documentation to establish the event organizer's eligibility for the requested authorization. If the event organizer does not provide the documentation requested by the Recreation Services Superintendent for eligibility verification purposes, no sale/distribution plan will be reviewed, and the request for authorization to sale/distribute alcoholic beverages shall be denied.
4. The event organizer must consult with and satisfactorily address any legal and regulatory compliance concerns raised by the Asheboro Police Department in connection with the sale/distribution plan. One of the compliance concerns that must be addressed to the satisfaction of the Chief of Police and the Recreation Services Superintendent is the manner in which the event organizer proposes to ensure that adequately trained personnel are in place and capable of enforcing vital elements of the plan. By way of illustrating and not limiting the types of details that must be shown on the plan submitted for review, the plan must, at a minimum, clearly identify the location(s) in the park where alcoholic beverages may be sold, possessed, and/or consumed, clearly state what methodology will be used to ensure that alcoholic beverages are not served to underage persons or to individuals who are already intoxicated, and what arrangements have been made to provide adequate security for the planned event. The Chief of Police, or his designee, must be given a minimum of seven (7) days to review the plan for any legal and regulatory compliance concerns as well as general public safety concerns prior to the Recreation Services Superintendent making a final decision as to whether the submitted plan is acceptable.

5. The event organizer, or an authorized representative in the case of an event organizer that is a legal entity other than a natural person, must provide written acknowledgment that the organizer has received a copy of the regulations applicable to the rented facilities along with a copy of the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments, and the event organizer must agree in writing to comply with all of these regulations and user fees.

6. In addition to the insurance requirements specified above in Section 12.2, the event organizer shall pay for and maintain, at all times during the individual or entity's use of the facility, Liquor Liability insurance coverage with an each common cause limit and aggregate limit of liability of no less than one million dollars (\$1,000,000). The required policy shall be written through insurance carriers which are qualified to do business in North Carolina. Furthermore, the City of Asheboro is to be named as an additional insured and shall be furnished with a Certificate of Insurance in a form satisfactory to the City. In order to be deemed satisfactory, such a certificate must affirmatively state without any disclaimer or limitation whatsoever that the coverage or coverages referred to therein shall not and cannot be terminated or modified until the city has received thirty (30) days written notice thereof. A satisfactory Certificate of Insurance must be in the possession of the Cultural Services Department no later than forty-eight (48) hours prior to the scheduled event. Failure to provide proof of insurance will result in the event being cancelled.

July 1, 2014

Mr. Michael Rhoney, P.E.
City of Asheboro
Water Resources Division
P.O. Box 1106
Asheboro, NC 27204

Re: City of Asheboro
Wastewater Treatment Plant
Digester Gas Holder Cover and Mixing System
Discussion of Bids

Dear Mr. Rhoney:

The following information is a summary of the Bid Solicitation process and results for the "Wastewater Treatment Plant Digester Gas Holder Cover and Mixing System."

General

Separate sealed bids for the "Wastewater Treatment Plan Gas Holder Cover and Mixing System" project were opened and read aloud inside the Council Chambers of the Asheboro City Hall at 2:00 PM on Friday June 13th. The project was solicited formally. Two (2) addendums were issued prior to the bid.

The project consists of the replacement of an existing steel cover and appurtenant sludge mixer for a 55' diameter circular concrete digester located at the Asheboro Wastewater Treatment Plant. Five (5) steel cover manufacturers were pre-approved prior to the bid. However, the project specifications and bid documents were written to require a "linear motion" type sludge mixer be supplied as patented and manufactured by OVIVO USA, LLC (hereafter referred to as OVIVO).

Rehabilitative work such as this does not require regulatory permitting.

Bids

A mandatory pre-bid conference was held on May 20th. Six (6) potential bidders attended the conference.

Mr. Michael Rhoney, P.E.

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July 1, 2014

The "Form of Proposal" included a Base Bid and an Alternate Bid. The Base Bid allowed the Bidder to incorporate the welded steel basin cover from any of the pre-approved manufacturers with the sludge mixer from OVIVO. The alternate bid allowed pricing for the cover and sludge mixer from OVIVO as a sole source.

A certified Bid Tabulation form is attached. Five (5) bids were received. One of the bids did not contain all of the required information, so it was considered "not responsive" and subsequently rejected and not read aloud.

The four (4) responsive "Base Bids" ranged in price from a low bid of \$778,000.00 to a high bid of \$1,587,900.00. Haren Construction Company, Inc. of Etowah, Tennessee provided the low bid. Haren Construction Company, Inc. listed Olympus Technologies, Inc. of Eugene, Oregon as the digester cover manufacturer.

The four (4) responsive "Alternate Bids" ranged in price from a low bid of \$783,000.00 to a high bid of \$1,612,900.00. Haren Construction Company, Inc. again provided the low bid.

The Engineer's estimate for construction of the project was \$795,000.

Project Budget

The project is funded by the City of Asheboro. The project budget for construction is as follows:

	<u>Original</u>	<u>As-Bid</u>
Construction:	\$1,000,000	\$778,000 (assumes award of Base Bid)
Construction Contingency (5%):	N/A	<u>\$38,900</u>
Total Project Cost:	\$1,000,000	\$816,900

Recommendation of Award

MBD Consulting Engineers, P.A. believes both cover manufacturers (Olympus Technologies, Inc. and OVIVO) will provide a good finished product. Our opinion is the City would be best served to base the award on the lowest price which is the "Base Bid" from Haren Construction Company, Inc.

Haren Construction Company, Inc. is the lowest responsive and responsible bidder. Our firm has experience with Haren Construction Company, Inc on similar projects and have found they produce quality work. Therefore, we recommend award to Haren Construction Company, Inc. in the amount of \$778,000.

Mr. Michael Rhoney, P.E.

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July 1, 2014

MBD Consulting Engineers, P.A. is prepared to issue the Notice of Award and prepare contract documents for construction upon your advisement. If you have any questions concerning the information presented please do not hesitate to contact me.

Sincerely,

MBD CONSULTING ENGINEERS, P.A.



Charlie McGougan, P.E.

Enclosures: Bid Tabulation

CITY OF ASHEBORO WASTEWATER TREATMENT PLANT DIGESTER GAS HOLDER COVER AND MIXING SYSTEM BID TABULATION (Bid Date: June 13, 2014)		Haren Construction Company, Inc.	RTD Construction, Inc.	Morrison Engineers, PLLC	Terry's Plumbing & Utilities, Inc.
		Etowah, TN	Zephyrhills, FL	Raleigh, NC	Asheboro, NC
Part A: Base Bid					
1.	Gas Holder Digester Cover	\$563,000.00	\$665,320.00	\$770,000.00	\$1,292,900.00
	Manufacturer:	Olympus Technologies, Inc.	Olympus Technologies, Inc.	Olympus Technologies, Inc.	Olympus Technologies, Inc.
2.	Incorporation of Linear Motion Mixer manufactured by OVIVO	\$170,000.00	\$232,020.00	\$163,647.75	\$250,000.00
3.	Stated Allowances	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
Total Base Bid:		\$778,000.00	\$942,340.00	\$978,647.75	\$1,587,900.00
Part B: Alternate Single-Source Manufacturer Bid					
1.	Gas Holder Cover and Linear Motion Mixer by OVIVO	\$738,000.00	\$903,578.00	\$943,650.00	\$1,567,900.00
2.	Stated Allowances	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
Total Alternate Single-Source Manufacturer Bid:		\$783,000.00	\$948,578.00	\$988,650.00	\$1,612,900.00

J. Charles McGougan

Bids Certified By

7.1.14

Date

MBD CONSULTING ENGINEERS, P.A.
Asheboro, NC



CITY OF ASHEBORO

WASTEWATER TREATMENT PLANT DIGESTER
GAS HOLDER COVER AND MIXING SYSTEM

DM
13 Jun 14

BID SUMMARY

Bid Date: June 13, 2014 @ 2:00 PM

CONTRACTORS	Addenda		Bid Surety	PART A: BASE BID	PART B: ALTERNATE BID
	#1	#2		Total Bid Price	Total Bid Price
1. Dellinger, Inc. Monroe, NC					
2. Haren Construction Co., Inc. Etowah, TN				778,000	783,000
3. Morrison Engineers, PLLC Raleigh, NC				978,647. ⁷⁵	\$ 988,650
4. RTD Construction, Inc. Zephyrhills, FL				942,340	\$ 948,578
5. T. A. Loving Company Goldsboro, NC					
6. Terry's Plumbing and Utilities Asheboro, NC				1,587,900	1,612,900

BIDS RECEIVED AND READ BY:

Joe McGougan, P.E.
MBD Consulting Engineers, P.A.

BID SUMMARY
WATER TREATMENT PLANT FILTER REPLACEMENT
FOR THE CITY OF ASHEBORO
WATER TREATMENT PLANT
JUNE 12, 2014

Five (5) bids listed below were received at 2:00 PM, June 12, 2014 for the Filter Replacement Project at the Water Treatment Plant. These bids included removal of the old surface wash system and filter media replacement for four filters. It also included installing two air blowers with enclosures and concrete pads, 270 LF of 6" stainless steel air piping, air scour system for four filters, and associated appurtenances. The bids received were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
Dellinger, Inc. 2631 Old Charlotte Hwy Monroe, NC 28110	\$837,476.00
Gilbert Engineering Co. 638 South Meeting St Statesville, NC 28677	\$1,063,910.00
Morrison Engineers, PLLC 7701 Chapel Hill Rd, Ste 200 Raleigh, NC 27607	\$1,100,000.00
T A Loving Company 400 Patetown Road Goldsboro, NC 27530	\$974,100.00
Terry's Plumbing and Utilities 465 Lewallen Road Asheboro, NC 27205	\$1,143,402.00

It is recommended that all bids be rejected. This project was bid as the first of two phases. The budget for this project in FYE 2014 was \$757,000. Therefore, the lowest apparent bid was \$80,476 over budget. The \$757,000 budget figure has been carried over to FYE 2015 with an additional \$500,000 to complete the second phase of the project. I recommend this bid be rejected and request the project be rebid as one contract to include all eight filters rather than two phases of four filters due to the current availability funds.

By Michael D Rhoney
Michael D. Rhoney, P.E.
Water Resources Director

BID TAB
WATER TREATMENT PLANT FILTER REPLACEMENT
CITY OF ASHEBORO, NORTH CAROLINA

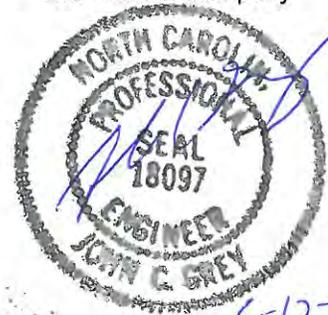
BID DATE/TIME: June 12, 2014 / 2:00 PM

TWC NO. 2810-O

CONTRACTORS	LICENSE	ADDENDUM 1	BID BOND	E-Verify	BID AMOUNT	REMARKS
Dellinger, Inc. 2631 Old Charlotte Hwy Monroe NC 28110	5992	✓	5%	✓	\$837,476.00	Low
Gilbert Engineering Co. 638 South Meeting St. Statesville, NC 28677	999	✓	5%	✓	\$1,063,910.00	3rd
Morrison Engineers, PLLC 7701 Chapel Hill Rd, Ste 200 Raleigh NC 27607	63835	✓	5%	✓	\$1,100,000.00	4th
T.A. Loving Company 400 Patetown Road Goldsboro NC 27530	325	✓	5%	✓	\$974,100.00	2nd
Terry's Plumbing & Utilities 465 Lewallen Road Asheboro NC 27205	51103	✓	5%	✓	\$1,143,402.00	5th

This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 PM the 12th day of June, 2014 in Asheboro City Hall Council Chambers located at 146 N Church Street and that all said bids were accompanied by bidder's bond except as otherwise noted.

The Wooten Company



John C. Grey, PE





SUMMARY BID TAB
WATER TREATMENT PLANT FILTER REPLACEMENT
 City of Asheboro, North Carolina
 TWC Project No.: 2837-O

THE WOOTEN COMPANY
 6/12/2014

				LOW BIDDER					
				Dellinger, Inc.		TA Loving Co.		Gilbert Engineering	
	DESCRIPTION	UNITS	TOTAL QUAN.	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
1	Mobilization (Not to exceed 3% of construction cost)	LS	1	\$23,402.00	\$23,402.00	\$29,000.00	\$29,000.00	\$31,500.00	\$31,500.00
2	6-inch Stainless Steel Air Pipe	LF	270	\$98.00	\$26,460.00	\$150.00	\$40,500.00	\$250.00	\$67,500.00
3	Two(2) Blowers with Enclosure, Pressure Valves and Control Panel	LS	1	\$87,523.00	\$87,523.00	\$150,000.00	\$150,000.00	\$135,000.00	\$135,000.00
4	First Filter Replacement Work	Ea	1	\$277,382.00	\$277,382.00	\$303,800.00	\$303,800.00	\$290,000.00	\$290,000.00
5	Additional Filter Replacement Work	EA	3	\$82,140.00	\$246,420.00	\$95,000.00	\$285,000.00	\$125,000.00	\$375,000.00
6	6-inch Butterfly Valve	EA	8	\$1,000.00	\$8,000.00	\$1,000.00	\$8,000.00	\$1,100.00	\$8,800.00
7	Electric Actuator	Ea	4	\$12,346.00	\$49,384.00	\$12,000.00	\$48,000.00	\$9,200.00	\$36,800.00
8	Stainless Steel Pipe Hanger	Ea	15	\$494.00	\$7,410.00	\$100.00	\$1,500.00	\$720.00	\$10,800.00
9	Stainless Steel Pipe Ceiling Hanger	Ea	3	\$1,247.00	\$3,741.00	\$100.00	\$300.00	\$290.00	\$870.00
10	Stainless Steel Pipe Wall Anchor	EA	4	\$1,038.00	\$4,152.00	\$400.00	\$1,600.00	\$560.00	\$2,240.00
11	Stainless Steel Pipe Support	Ea	2	\$3,846.00	\$7,692.00	\$150.00	\$300.00	\$850.00	\$1,700.00
12	Wall and Floor Penetrations	EA	8	\$1,279.00	\$10,232.00	\$950.00	\$7,600.00	\$950.00	\$7,600.00
13	Clay Tile Block	EA	64	\$1,252.00	\$80,128.00	\$1,500.00	\$96,000.00	\$1,400.00	\$89,600.00
14	Pipe Insulation	LF	25	\$222.00	\$5,550.00	\$100.00	\$2,500.00	\$260.00	\$6,500.00
TOTAL BASE BID PRICE				\$837,476.00		\$974,100.00		\$1,063,910.00	



SUMMARY BID TAB
WATER TREATMENT PLANT FILTER REPLACEMENT
City of Asheboro, North Carolina
TWC Project No.: 2837-O

THE WOOTEN COMPANY
6/12/2014

	DESCRIPTION	UNITS	TOTAL QUAN.	Morrison Engineering		Terry's Plumbing	
				UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
1	Mobilization (Not to exceed 3% of construction cost)	LS	1	\$29,265.00	\$29,265.00	\$33,303.00	\$33,303.00
2	6-inch Stainless Steel Air Pipe	LF	270	\$250.00	\$67,500.00	\$675.00	\$182,250.00
3	Two(2) Blowers with Enclosure, Pressure Valves and Control Panel	LS	1	\$105,000.00	\$105,000.00	\$140,000.00	\$140,000.00
4	First Filter Replacement Work	Ea	1	\$295,000.00	\$295,000.00	\$302,750.00	\$302,750.00
5	Additional Filter Replacement Work	EA	3	\$132,500.00	\$397,500.00	\$115,400.00	\$346,200.00
6	6-inch Butterfly Valve	EA	8	\$2,000.00	\$16,000.00	\$1,082.00	\$8,656.00
7	Electric Actuator	Ea	4	\$15,500.00	\$62,000.00	\$4,325.00	\$17,300.00
8	Stainless Steel Pipe Hanger	Ea	15	\$750.00	\$11,250.00	\$730.00	\$10,950.00
9	Stainless Steel Pipe Ceiling Hanger	Ea	3	\$450.00	\$1,350.00	\$125.00	\$375.00
10	Stainless Steel Pipe Wall Anchor	EA	4	\$650.00	\$2,600.00	\$250.00	\$1,000.00
11	Stainless Steel Pipe Support	Ea	2	\$525.00	\$1,050.00	\$500.00	\$1,000.00
12	Wall and Floor Penetrations	EA	8	\$520.00	\$4,160.00	\$400.00	\$3,200.00
13	Clay Tile Block	EA	64	\$1,550.00	\$99,200.00	\$1,487.00	\$95,168.00
14	Pipe Insulation	LF	25	\$325.00	\$8,125.00	\$50.00	\$1,250.00
TOTAL BASE BID PRICE					\$1,100,000.00		\$1,143,402.00



SUMMARY BID TAB
WATER TREATMENT PLANT FILTER REPLACEMENT
City of Asheboro, North Carolina
TWC Project No.: 2837-O

THE WOOTEN COMPANY

6/12/2014

	DESCRIPTION	UNITS	TOTAL QUAN.	Average Low 3 Bids		Average All Bids	
				UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
1	Mobilization (Not to exceed 3% of construction cost)	LS	1	\$27,222.33	\$27,222.33	\$29,294.00	\$29,294.00
2	6-inch Stainless Steel Air Pipe	LF	270	\$166.00	\$44,820.00	\$284.60	\$76,842.00
3	Two(2) Blowers with Enclosure, Pressure Valves and Control Panel	LS	1	\$114,174.33	\$114,174.33	\$123,504.60	\$123,504.60
4	First Filter Replacement Work	Ea	1	\$292,060.67	\$292,060.67	\$293,786.40	\$293,786.40
5	Additional Filter Replacement Work	EA	3	\$103,213.33	\$309,640.00	\$110,008.00	\$330,024.00
6	6-inch Butterfly Valve	EA	8	\$1,333.33	\$10,666.67	\$1,236.40	\$9,891.20
7	Electric Actuator	Ea	4	\$13,282.00	\$53,128.00	\$10,674.20	\$42,696.80
8	Stainless Steel Pipe Hanger	Ea	15	\$448.00	\$6,720.00	\$558.80	\$8,382.00
9	Stainless Steel Pipe Ceiling Hanger	Ea	3	\$599.00	\$1,797.00	\$442.40	\$1,327.20
10	Stainless Steel Pipe Wall Anchor	EA	4	\$696.00	\$2,784.00	\$579.60	\$2,318.40
11	Stainless Steel Pipe Support	Ea	2	\$1,507.00	\$3,014.00	\$1,174.20	\$2,348.40
12	Wall and Floor Penetrations	EA	8	\$916.33	\$7,330.67	\$819.80	\$6,558.40
13	Clay Tile Block	EA	64	\$1,434.00	\$91,776.00	\$1,437.80	\$92,019.20
14	Pipe Insulation	LF	25	\$215.67	\$5,391.67	\$191.40	\$4,785.00
TOTAL BASE BID PRICE					\$970,525.33		\$1,023,777.60