

CITY OF OXFORD
BOARD OF COMMISSIONERS' REGULAR MONTHLY MEETING
Tuesday, December 9, 2014 - 7:00 p.m.
Commissioners' Board Room

Mayor Pro Tem Howard G. Herring, Sr.
Commissioner James (Danny) Currin
Commissioner Robert Williford, Sr.



Commissioner Calvin (CJ) Harris, Jr.
Commissioner Frank Strickland
Commissioner S. Quon Bridges
Commissioner Patricia T. Fields

Randy Hemann, City Manager
Barbara Rote, City Clerk

J. Thomas Burnette, City Attorney

Jackie Sergent, Mayor

MISSION

The mission of the City of Oxford is to serve and improve our community by providing high quality, affordable services, sound planning for growth and development, and offering the highest possible quality of life - while maintaining the public's trust through open communication and ethical standards at all times.

VISION

The City of Oxford will partner with the community to build upon the charm and character of our historic, vibrant, and walkable city to create an extraordinary quality of life for all.

Core Values - ETHICORE

The elected officials, staff, and volunteers of the City of Oxford value and commit to model the following:

EQUAL TREATMENT for everyone with **DIGNITY**, **COURTESY**, and **RESPECT**

TEAMWORK within our organization and our community

HONESTY in all of our dealings with citizens, fellow workers, and other organizations

INTEGRITY in every action and service

COST-EFFECTIVE and **QUALITY** services for our community

OPEN and **TRANSPARENT COMMUNICATION** with all parties

RESPONSIBILITY for our decisions and actions

EXCELLENCE in every deed

****The mnemonic ETHICORE was adopted as a helpful tool to remind us of our core values****

[CALL TO ORDER]

[Please be reminded to turn off or mute all cell phones and/or electronic devices]

[MISSION, VISION, VALUES]

1. Prayer by Bishop Phillip Betts, Cornerstone Christian Church
2. Pledge of Allegiance led by Mayor Pro Tem Howard Herring
3. Consider adjustments to and approval of the Agenda:
Item 7: Repeal of Policies of 8/8/2000 and 2/12/08 for Take Home Vehicles
4. Opening Remarks by Mayor Sergeant
In order to provide for the highest standards of behavior and transparency in governance, the Board of Commissioners has approved a Code of Ethics to establish guidelines for ethical standards for Board Members and to provide guidance in determining appropriate conduct. Among those: Board members should avoid impropriety in the exercise of their official duties and should conduct the affairs of the board in an open and public manner. The Mayor now inquires whether any Board Member knows of any conflict of interest, or appearance of conflict, with respect to matters before the Board. If any Board Member knows of a conflict of interest, or appearance of a conflict, please state so at this time.

[DELEGATIONS]

No Delegations

[PUBLIC COMMENT ON AGENDA and NON-AGENDA ITEMS]

Citizens may speak on Agenda as well as Non-Agenda items at this time. Citizens wishing to address the Board must sign in on the form located with the City Clerk prior to the beginning of the meeting. When recognized by the Mayor, come forward to the podium, state your name, address, if you are a City resident, and identify the subject about which you wish speak. Please review the Public Comment Guidelines that are provided alongside the sign in form.

[PUBLIC HEARINGS]

Citizens may only speak on public hearing items at this time. Citizens do not need to sign up in order to speak at a public hearing. When recognized by the Mayor, come forward to the podium, state your name, address, and if you are a City resident. Please review the Citizen Comment Guidelines that are provided at the end of this Agenda.

No Public Hearings

[OLD BUSINESS]

No Old Business

[NEW BUSINESS]

5. Consider approving a contract with Tyler Technologies in the amount of \$118,380, and authorizing City Manager Hemann to sign the contract to purchase new financial software including General Ledger, Water & Sewer, Accounts Payable and Payroll.

On June 30, 2014, the City's financial system crashed. Until August 2014, Finance could not process general ledger, water & sewer, accounts payable checks and payroll. Beginning in September, Finance began its due diligence looking at software packages and getting input from other municipalities. We chose to have two companies come onsite to present the modules to city employees from all departments. Subsequently, the two companies were also required to present a webinar to answer City specific questions. As a result, staff selected Tyler Technologies to provide software to include General Ledger, Water & Sewer, Accounts Payable and Payroll. The contract, in the amount of \$118,380 is within the FY 2015 budget allocation for this item. (Attachment – Emailed as separate document. Two hard copies available for review)

Recommended action: Staff recommends approving a contract with Tyler Technologies in the amount of \$118,380, and authorizing City Manager Hemann to sign the contract to purchase new financial software including General Ledger, Water & Sewer, Accounts Payable and Payroll.

6. Consider reinstating the Police Captain's position; authorizing the Police Chief to officially advertise the position internally, receive applications, and perform a selection process; and authorizing the Police Chief to hire a Captain at a salary not to exceed \$61,390.

Chief Coley presented information to the Public Safety Committee regarding reinstating the Captains Position at OPD on 12/1/2014. Chief Coley has ascertained interest from within the Department and feels that there are qualified internal candidates. He has proposed reclassifying an existing position into the Captains position. The approved total of 32 sworn offers would remain the same and lapsed salaries will be used to fund the position this FY. The Captains position will fulfill the continuity of daily operations between field personnel and Command Staff. This oversight will allow the Chief of Police to expend greater focus on the visionary and strategic goals of the OPD and allow him to build processes for coaching, mentoring and developing leadership. This proposal fits the direction the Board of Commissioners set at their annual retreat to support public safety functions, reduce crime and foster more police presence. The consensus of the Public Safety Committee was to recommend reinstatement of the Captain's position at the OPD. (Attachment 6)

Recommended action: Staff and the Public Safety Committee recommend reinstating the Police Captain's position; authorizing the Police Chief to officially advertise the position internally, receive applications, and perform a selection process; and authorizing the Police Chief to hire a Captain at a salary not to exceed \$61,390.

7. Consider repealing the August 8, 2000 and the February 12, 2008 Board of Commissioners' Policies related to take home vehicles for City employees and directing the City Manager to further study the City's take home vehicle policies and write a comprehensive vehicle take home policy for Board approval.

Two policies have been adopted by the Board of Commissioners related to take home vehicles that affect the OPD. The first policy was a broader citywide policy adopted 8/8/2000, which specifically defined by name and position which employees in Public Works, Streets and Cemetery, Fire and Police could take home vehicles. The second policy which was adopted by the Board of Commissioners on 2/12/08 specifically gave approval for take home vehicles for those "who currently live within the ETJ and the city limits. " Five patrol officers would be covered under this policy. Also, in February 2008 a General Order (GO-12-024) related to take home vehicles was issued by the Police Chief. The GO extended eligibility for the take home vehicle program to within 10 miles of the city limits. That General Order is what the OPD has been operating under since February 29, 2008.

Due to the many changes that have occurred in the City since the adoption of the first take home vehicle policy over 14 years ago, a review of those policies is needed. Due to reorganization and staffing changes, our current practices are in conflict with both 8/8/2000 and the 2/12/08 policy and the old policies are no longer useful.

For that reason I recommend the repeal of both of those policies. Under the direction of the City Manager, Departments will continue current practices regarding take home vehicles while the issue is studied and a new policy(s) is being developed. The repeal of the 8/8/2000 and the 2/12/08 Board approved policies will also remove the inherent conflict between the approved Board Policy (allows take home vehicles for patrol officers who reside within the City/ETJ) and OPD General Order 12-024 (allows for take home vehicles for patrol officers within a 10 miles of the City Limits). These actions will allow the City to continue to operate in the current manner with department heads, as well OPD Command Staff and patrol officers while the issue is studied in further detail and a new policy is approved. (Attachment 7)

Recommended action: Staff recommends repealing the August 8, 2000 and the February 12, 2008 Board of Commissioners' Policies related to take home vehicles for City employees and directing the City Manager to further study the City's take home vehicle policies and write a comprehensive vehicle take home policy for Board approval.

8. Consider adopting the franchise ordinance with Waste Industries as the first of two required adoptions as required, and incorporate the ordinance by reference. The term of the ordinance is 16 months beginning February 1, 2015 and ending June 30, 2016.

The City has a current Agreement for Solid Waste Collection, Transportation and Disposal with Waste Industries, LLC that extends through June 30, 2016. The Board previously approved the removal of brush collection from this contract. The new Agreement reflects a starting date for Oxford handling yard waste collection of February 1, 2015. This will allow the City time to get through leaf collection, procure the knuckle boom truck, and train on the new equipment prior to going live with the service.

This agreement reflects the removal of both yard waste collection and bulky item pickup from the contract as well an increase for CPI. The savings to the City from the removal of those two services is anticipated to be around \$78,000 annually (will vary with fuel usage/cost). Those savings will fund the new equipment which has already been budgeted. The two services will commence without the addition of staff but Public Works Director James Proctor will monitor the work load and report back to the Manager on future staffing needs. (Attachment 8)

Recommended action: Staff recommends adopting the franchise ordinance with Waste Industries as the first of two required adoptions and incorporate the ordinance by reference.

9. Consider authorizing the City Manager to apply for up to \$15,000 in grant funds for the downtown master plan from the Economic Development Competitive Grant Program for Underserved and Limited Resource Communities (ULRC), under the Rural Economic Development Division of the North Carolina Department of Commerce.

The City has an opportunity to get additional funding for our downtown master plan through the Economic Development Competitive Grant Program for Underserved and Limited Resource Communities (ULRC), under the Rural Economic Development Division of the North Carolina Department of Commerce. The program requires a match, which we have already budgeted. Applications are due by December 19 and require authorization by formal action of the Board of Commissioners. Awards will be announced January 16, 2015.

The City has budgeted \$15,000 for the downtown Master Plan. The process will likely take a full year and if done properly will cost more than \$15,000. The City Manager would like to be authorized to apply for up to \$15,000 for the downtown master plan.

Recommended action: Staff recommends authorizing the City Manager to apply for up to \$15,000 in grant funds for the downtown master plan from the Economic Development Competitive Grant Program for Underserved and Limited Resource Communities (ULRC), under the Rural Economic Development Division of the North Carolina Department of Commerce.

[REPORTS]

10. November Financial Report - Finance Officer Harold Belton
11. City Update - City Manager Hemann
12. DOEDC Update – Commissioner Currin
13. Kerr-Tar Council of Government Update – Commissioner Bridges

[CONSENT AGENDA]

14. Accept the November Financial Report by Finance Officer Harold Belton.
15. Approve the following 2014 meeting minutes:
 - * November 3, Agenda Session
 - * November 10, Regular Session

[BOARD COMMENTS]

[ADJOURNMENT]

REMINDERS:

If you need additional information about the following items, please see the City Clerk.

- December 13- Breakfast with Santa – contact Parks & Rec. for more information 603-1135
- December 16 – Cookies & Milk with Santa – contact Parks & Rec. for more information -603-1135
- December 17 – Sr. Christmas Social – contact Parks & Rec. for more information – 603-1135
- December 24, 25, & 26 – City Officers Closed – Christmas Holiday

CITY OF OXFORD
PUBLIC COMMENT GUIDELINES:

The Mayor and Board welcome and encourage citizens to attend City Board Meetings and to offer comments on matters of concern to them. Citizens are requested to review the following public comment guidelines prior to addressing the Board:

- a) Citizens are requested to limit their comments to five minutes. However, the Mayor, at his or her discretion, may limit comments to three minutes should there appear to be a large number of people wishing to address the Board.
- b) Comments should be presented in a civil manner and be non-personal in nature, fact-based, and issue oriented. Except for the public hearing comment period, citizens must speak for themselves during the public comment periods.
- c) Citizens may not yield their time to another person.
- d) Topics requiring further investigation will be referred to the appropriate City official, Board Committee or agency, and may, if in order, be scheduled for a future meeting Agenda.
- e) Individual personnel issues are confidential by law and will not be discussed. Complaints relative to specific individuals are to be directed to the City Manager.
- f) Comments involving matters related to an on-going police investigative matter and/or the court system will not be permitted.
- g) Citizens should not expect specific Board action, deliberation, and/or comment on subject matter brought up during the public comment section unless and until it has been scheduled as a business item on a future meeting Agenda.



CITY OF OXFORD
STAFF REPORT

TO: Mayor Sergent and the Board of Commissioners
FROM: Randy Hemann, City Manager
DATE: December 1, 2014
SUBJECT: OPD Captains Position

SUMMARY STATEMENT

Chief Coley presented information to the Public Safety Committee regarding reinstating the Captains Position at OPD on 12/1/2014. Chief Coley has ascertained interest from within the Department and feels that there are qualified internal candidates. He has proposed reclassifying an existing position into the Captains position. The approved total of 32 sworn offers would remain the same and lapsed salaries will be used to fund the position this FY. The Captains position will fulfill the continuity of daily operations between field personnel and Command Staff. This oversight will allow the Chief of Police to expend greater focus on the visionary and strategic goals of the OPD and allow him to build processes for coaching, mentoring and developing leadership. This proposal fits the direction the Board of Commissioners set at their annual retreat to support public safety functions, reduce crime and foster more police presence. The consensus of the Public Safety Committee; Mayor Pro Tem Howard Herring (Chair), Commissioner Patricia Fields, Commissioner Frank Strickland was to recommend reinstatement of the Captains position at the OPD.

REVIEW

Four internal candidates have expressed interest in the position. There is currently \$26,000 in lapsed salaries in this year's OPD salaries line item which would cover the increase in the salary this FY. Based on the qualifications of those who have applied the Chief has recommended hiring at the midpoint of the range \$61,390 or less (the minimum in the range in pay grade 23 is \$50,557 and the maximum is \$72,223). The creation of the position will result in an increase in the salary line item of between \$7,652 and \$19,183 next FY depending on which candidate is selected.

RECOMMENDATION

Staff recommendations the following:

- 1) Reinstating the Captains position at the OPD.
- 2) Authorizing the Police Chief to officially advertise the position internally, receive applications, and perform a selection process.
- 3) Authorizing the Police Chief to hire a Captain at a salary not to exceed \$61,390.



CITY OF OXFORD
STAFF REPORT

TO: Mayor Sergent and the Board of Commissioners
FROM: Randy Hemann, City Manager
DATE: December 4, 2014
SUBJECT: OPD Take Home Car Policy

SUMMARY STATEMENT

Two policies have been adopted by the Board of Commissioners related to take home vehicles that affect the OPD. The first policy was a broader citywide policy adopted 8/8/2000 which specifically defined by name and position which employees in Public Works, Streets and Cemetery, Fire and Police could take home vehicles. In this policy 7 employees from the Police Department (none of whom are still employed by the OPD) were named. Their positions were: Chief, Captain, Lieutenant, Detective (3) and Evidence Technician and they constituted a total of 7 employees from the OPD. The current list of positions of those taking cars home is: Chief, Lieutenant (2), Detective (4) and Evidence Technician which constitutes a total of 8 and should be increased to 9 if the Board approves the Captains position.

The second policy which was adopted by the Board of Commissioners on 2/12/08 specifically gave approval for take home vehicles for those "who currently live within the ETJ and the city limits." The minutes noted that 5 patrol officers would be covered under this policy.

Also in February 2008 a General Order (GO-12-024) related to take home vehicles was issued by Chief Wolford. The GO extended eligibility for the take home vehicle program to within 10 miles of the city limits. That General Order is what the OPD has been operating under since February 29, 2008.

Currently, there are a total of 7 patrol officers that drive home vehicles. Of the 7, 4 officers live in the City/ETJ; the remaining three officers live 8.9, 8.5 and 7 miles from the City. The additional cost of fuel for the three officers outside the City/ETJ is estimated at \$800 per year.

REVIEW

Three facts are apparent from this review. First, due to the numerous position and personnel changes in all of the departments covered under the 8/8/2000 policy that policy is no longer useful. Future policies should name positions (not specific employees) and should be reviewed regularly to insure they are updated as departmental reorganizations occur. Second, the OPD is (and has been) operating under a General Order that is in conflict with a Board Policy. Third, the fuel cost for the three officers outside the City/ETJ but within the City is minimal.

Due to the many changes that have occurred in the City since the adoption of the first take home vehicle policy over 14 years ago, a review of those policies is needed. Due to reorganization and staffing changes our current practices are in conflict with both 8/8/2000 and the 2/12/08 policy and the old policies are no longer useful. For that reason I recommend the repeal of both of those policies. Under the direction of the City Manager, Departments will continue current practices regarding take home vehicles while the issue is studied and a new policy(s) is being developed. The repeal of the 8/8/2000 and the 2/12/08 Board approved policies will also remove the inherent conflict between the approved Board Policy (allows take home vehicles for patrol officers who reside within the City/ETJ) and OPD General Order 12-024 (allows for take home vehicles for patrol officers within a 10 miles of the City Limits). These actions will allow the City to continue to operate in the current manner with department heads as well OPD Command Staff and patrol officers while the issue is studied in further detail and a new policy is approved.

RECOMMENDATION

Staff recommendations the following:

- 1) Repealing the 8/8/2000 and the 2/12/08 Board of Commissioners Policies related to take home vehicles for City employees.
- 2) Directing the City Manager to further study the City's take home vehicle policies and write a comprehensive take home vehicle policy to be proposed to the Board of Commissioners.

August 8, 2000

VEHICLE TAKE-HOME POLICY ADOPTED

City Manager Tommy Marrow reviewed the summary of city vehicles taken home by certain employees. Commissioner Kiesow stated that no one is to be added to the list without coming back before the board. Commissioner Herring asked for a recommendation from the Manager. Mr. Marrow recommended that the list be approved with one exception and that being the engineering technician who drives a truck home for lunch. He said the reason he has exception for lunch is not that it is not important, but if the person gets calls during his lunch hour, they would have to pay him during his lunch hour and would be getting into some labor law issues. Commissioner Currin said the memo attached to the vehicle list stated the matter was being reviewed by the Police/Fire Committee. She advised the Police/Fire Committee did not meet on this issue.

On motion of Commissioner Herring, seconded by Commissioner Murfree, the Board of Commissioners voted unanimously to approve the take-home vehicle list as presented with the exception of the engineering technician.

Public Works:

<u>Employee</u>	<u>Job</u>	<u>Comments</u>
Tommy Scholl	Superintendent	Statutory Requirement of 1 hr. after spill added to W-2 - no call pay
Ricky Watson	Shares on-call	Truck used at lift station on weekends & call
Ronald Parker	Shares on-call	Truck used at lift station on weekends & call
Larry Thornton	Shares on-call	Truck used at lift station on weekends & call
Willie Perry	Shares on-call	Truck used at lift station on weekends & call
Steve Inscoc	Shares on-call	Truck used at lift station on weekends & call
Joe Stovall	Shares on-call	Truck used at lift station on weekends & call
Gene Oakley	Shares on-call	Truck used at lift station on weekends & call

(Pd. miles personally)

Streets & Cemetery:

<u>Employee</u>	<u>Job</u>	<u>Comments</u>
David Cottrell	Superintendent	Only person on-call - no call pay

Fire:

<u>Employee</u>	<u>Job</u>	<u>Comments</u>
Lanny Dillehay	Fire Chief	24/7

Police:

<u>Employee</u>	<u>Job</u>	<u>Comments</u>
John Wolford	Police Chief	24/7
B. Williamson	Captain	24/7
Lt. Crudup	Lieutenant	24/7
Det. Blair	Detective	Rotates - Primarily 24/7
Officer Hicks	Evidence Technician	24/7
Det. Chavaux	Detective	24/7
Det. Messer	Detective	24/7

**NORTH CAROLINA
GRANVILLE COUNTY
CITY OF OXFORD**

**OXFORD CITY HALL, BOARD MEETING ROOM
TUESDAY, FEBRUARY 12, 2008 AT 7:00 P.M.**

The Board of Commissioners of the City of Oxford met in Regular Session at City Hall, 300 Williamsboro Street at the above-mentioned time and place.

Present: Mayor Alvin Woodlief, Jr.
Mayor Pro Tem Howard G. Herring, Sr.
Commissioner Robert Shope
Commissioner Stephen C. Powell
Commissioner Paul F. Kiesow
Commissioner A. Chance Wilkinson
Commissioner Robert B. Williford, Sr.
Commissioner Walter Cantley

Present also were City Attorney J. Thomas Burnette, Interim City Manager Steve McNally and City Clerk Tanya S. Weary.

POLICE VEHICLE TAKE HOME POLICY ADOPTED

Commissioner Herring, Public Safety Committee Chairman, noted this would include five officers taking marked police vehicle to their home who currently live within the ETJ and the city limits. This would increase visibility of police throughout the community.

Commissioner Kiesow asked Police Chief Wolford if additional cars are needed to which Chief Wolford replied yes but in time as the cars begin to turn over. The plan is to retain the vehicles because they will get longer use as they are assigned to officers. He reminded the Board the department got off track with the number of replacements needed year to year. If this can be maintained the program can be implemented on a larger basis.

Commissioner Herring motioned to implement a Personally Assigned Car Program to uniform patrol personnel who currently live within the ETJ of the City and within the City proper. Commissioner Williford seconded the motion. The motion passed unanimously.



CITY OF OXFORD
STAFF REPORT

TO: Mayor Sergent and the Board of Commissioners
FROM: Randy Hemann, City Manager
DATE: November 19, 2014
SUBJECT: Updated Waste Industries Agreement

SUMMARY STATEMENT

The City has a current Agreement for Solid Waste Collection, Transportation and Disposal with Waste Industries, LLC that extends through June 30, 2016. The Board previously approved the removal of brush collection from this contract. The new Agreement reflects a starting date for Oxford handling yard waste collection of February 1, 2015. This will allow the City time to get through leaf collection, procure the knuckle boom truck, and train on the new equipment prior to going live with the service.

REVIEW

This agreement reflects the removal of both yard waste collection and bulky item pickup from the contract as well as an increase for CPI. The savings to the City from the removal of those two services is anticipated to be around \$78,000 annually (will vary with fuel usage/cost). Those savings will fund the new equipment which has already been budgeted. The two services will commence without the addition of staff but Public Works Director James Proctor will monitor the work load and report back to the Manager on future staffing needs.

RECOMMENDATION

Staff recommends adopting the franchise ordinance with Waste Industries as the first of two required adoptions and incorporate the ordinance by reference.

**AN ORDINANCE PROVIDING FOR THE GRANTING OF A
FRANCHISE UPON REASONABLE TERMS AND CONDITIONS TO
OPERATE A PUBLIC ENTERPRISE FOR THE PURPOSE OF
PROVIDING SOLID WASTE COLLECTION AND DISPOSAL
SYSTEMS AND FACILITIES**

WHEREAS, North Carolina General Statute 160A-311(6) defines the collection and disposal of solid waste and disposal thereof as a "Public Enterprise"; and

WHEREAS, NCGS 160A-319 authorizes cities to grant franchises upon reasonable terms for the operation of enterprises as listed in NCGS 160-311; and

WHEREAS, the City of Oxford has determined that the public's interest will best be served by the grant of a franchise under reasonable terms to Waste Industries, Inc. for the performance of certain duties and functions as set forth in a contract entitled:

**SOLID WASTE COLLECTION
TRANSPORTATION & DISPOSAL AGREEMENT
BETWEEN
CITY OF OXFORD
AND
WASTE INDUSTRIES, INC.**

FURTHERMORE, that the grant of the Franchise shall begin on February 1, 2015 and end on June 30, 2016 (the "Initial Term"). The Initial Term will be automatically extended for subsequent additional 2 year periods unless either party provides written notice not less than ninety (90) days prior to the expiration of the then-current term; and

FURTHERMORE, the Solid Waste Collection, Transportation and Disposal Agreement beginning February 1, 2015 will supersede the Solid Waste Collection, Transportation and Disposal Agreement dated April 11, 2011; and

WHEREAS, the entire text of the said contract is made a part of this Franchise Ordinance by reference as if same were set forth fully in this ordinance and all provisions of the contract and ordinance shall be fully in compliance with applicable provisions of the North Carolina General Statutes.

This ordinance shall be in full force upon its adoption of the second reading according to the dates as set forth above.

Solid Waste Collection Transportation and Disposal Agreement

This Solid Waste Collection, Transportation and Disposal Agreement (this "Agreement") is made and entered into this the _____ day of _____, 2014, by and between the City of Oxford, hereinafter referred to as "CUSTOMER", and Waste Industries, LLC, a North Carolina limited liability company, hereinafter referred to as "CONTRACTOR"

WITNESSETH:

WHEREAS, CUSTOMER is responsible for the collection and disposal of approved solid waste of its residents, business owners and operators; and

WHEREAS, CONTRACTOR is in the business of solid waste collection and desires to provide such services to CUSTOMER; and

WHEREAS, CONTRACTOR and CUSTOMER are parties to a Solid Waste Collection, Transportation and Disposal Agreement dated April 11, 2011, which agreement had an initial term extending through June 30, 2016 (the "2011 Agreement"); and

WHEREAS, the parties have made certain changes to the services to be provided and to the rates, and therefore desire that the 2011 Agreement be superseded and replaced in its entirety by this Agreement; and

WHEREAS, CUSTOMER desires to continue to engage CONTRACTOR to collect all solid waste from within its City limits in accordance with the terms and conditions of this Agreement and applicable laws, including, without limitation, the ordinances of Granville County and the laws of the State of North Carolina.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of is hereby acknowledged by the parties, the parties hereby agree as follows:

1. Term: Transition Period:

(a) Term. This Agreement shall be for a period beginning February 1, 2015 and ending June 30, 2016 (the "Initial Term"). The Initial Term will be automatically extended for subsequent additional 2 year periods (each an "Extension Term" and together with the Initial Term, the "Term") unless either party provides written notice to the other of its intention not to extend this Agreement not less than ninety (90) days prior to the expiration of the then-current term.

(b) Transition Period. Notwithstanding anything to the contrary set forth in this Agreement, during the Transition Period (defined below), the parties agree that the Services as defined in the 2011 Agreement will continue to be performed by CONTRACTOR, including collection of yard waste, and the rates in effect as of July 1, 2014 will continue to be the rates under this Agreement. During the Transition Period, CUSTOMER will obtain all equipment and personnel necessary to perform the yard waste services provided by CONTRACTOR under the 2011 Agreement and CONTRACTOR will prepare a re-route that will cause the acceptable

bulky waste pick-up to be performed on the same schedule as solid waste pick-up. Such changes will be in effect by the end of the Transition Period. The "Transition Period" will be the period beginning on July 1, 2014 and ending no later than January 31, 2015 and may be terminated prior to such date by not less than ten (10) days written notice from CUSTOMER to CONTRACTOR. At the end of the Transition Period, the Services provided and the rates to be charged will be as set forth in this Agreement.

2. Services. CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all residential and commercial solid waste and recycling materials (except such materials as may be prohibited by State or Federal law) within the Customer's city limits. Said solid waste shall be collected by using a residential-type roll-out cart or commercial dumpster and shall be transported from the point of pickup to a properly permitted solid waste disposal site as determined by the CUSTOMER (the "Services"). The current disposal location is Upper Piedmont Environmental in Person County. If the disposal location should be changed by CUSTOMER, the parties agree to reasonably negotiate a rate adjustment which reflects increased or decreased costs to CONTRACTOR. The point of collection for residential customers shall be deemed curbside, no later than 6 am EST, on scheduled service days for all service points as determined by CONTRACTOR except that CONTRACTOR shall make reasonable accommodations for those customers who are physically handicapped due to age or physical or mental impairment. In such cases, the residence shall be serviced from an easily accessible and agreed upon point adjacent to the home. CONTRACTOR shall not be required to enter garages, carports, on decks, etc. for the collection of back door solid waste. CUSTOMER shall provide to CONTRACTOR an approved application (see Attachment B) for accommodated service which shall include verification of impairment of ALL residents of the affected residence. CUSTOMER also agrees to work to minimize the number of accommodated service accounts by offering 65 or 35 gallon carts for the use of said residents. If the number of such customers exceeds (5%) five percent of total customers, the CONTRACTOR and CUSTOMER shall reasonably and mutually agree on an appropriate compensation schedule for CONTRACTOR. Bodies of cats, dogs, deer, opossums squirrels, skunks and other small and similar animals which may be located on the shoulder of any street or highway or in any street or highway within the corporate limits shall be removed immediately after notification during work hours of 7:00 AM to 5:00 PM on workdays (Monday through Friday).

3. Types of Waste; Title to Waste.

a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid Waste and only such Acceptable Solid Waste as is disposed of in a 95/65/35 gallon CONTRACTOR-provided roll-out cart or commercial dumpster (size as requested by CUSTOMER to fully contain waste at set frequency of collection). CONTRACTOR shall be entitled to refuse to collect waste that is not Acceptable Solid Waste. CUSTOMER agrees to assist in bringing its residents and businesses into compliance with the existing ordinances of the City of Oxford and or any law or regulation applicable by Federal or State law as it relates to solid waste collection and disposal.

b) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste, commercial solid waste, industrial solid waste, and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste. Acceptable Solid Waste also includes small, deceased domestic

animals collected by CUSTOMER'S street department and delivered to CONTRACTOR'S collection vehicle for disposal.

c) For purposes of this Agreement, "Unacceptable Solid Waste" means:

(i) any material which by reason of its composition, characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, *et. seq.*, and the regulations promulgated thereunder; any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder; and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

d) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4. Equipment: All vehicles and equipment utilized by CONTRACTOR in its performance of the obligations hereunder shall be reliable and presentable, including any temporary equipment. All equipment shall be maintained by CONTRACTOR in a safe and workmanlike condition throughout the Term of this Agreement.

5. Schedule: CONTRACTOR shall provide services hereunder on a schedule to ensure timely and acceptable service. Service will not be provided on Christmas, Thanksgiving or New Year's Day. Service may be provided on other holidays as may be mutually agreed upon between CONTRACTOR and CUSTOMER. In the event that CUSTOMER service days fall on a designated holiday, then an alternate day will be chosen to ensure timely service.

6. Newly Developed and Annexed Areas: CONTRACTOR will, within ninety (90) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed homes including, to the extent necessary, adding any

prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

7. Rates; Number of Units: Total compensation due to CONTRACTOR shall be as set forth in Attachment A, which is incorporated by reference and made a part hereof, on a per unit basis, subject to applicable and agreed upon adjustments as set forth below (the "Service Fee"). Payment is due by the 10th day of the following month in which the invoice is submitted. The number of residential units for which CONTRACTOR will provide Services is estimated as of the date of this Agreement to be 3230. CUSTOMER agrees to provide evidence to CONTRACTOR of the actual number of units to be serviced within thirty (30) days following the date of this Agreement by use of water meter or other utility records. Thereafter, the number of units to be serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced. Commercial accounts will be billed in detail each month subject to confirmation by the CUSTOMER.

8. Adjustments:

a) The Service Fee will be increased annually every July 1st beginning on July 1, 2016 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, by expenditure category and commodity and service group, Garbage and trash collection by a factor of 77% of said index. In addition, increases in landfill tipping fees will result in an adjustment to the Service Fee by utilizing the following calculation: average tons generated multiplied by the amount of landfill increase divided by number of households serviced. For commercial accounts the same calculation will be applied based on size of container, frequency, and estimated average pounds per yard.

b) The Service Fee may be adjusted more often than annually if such adjustments arise out of changes in direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation, such expenses as fuel cost, landfill fees and required governmental regulatory costs.

c) Non-Appropriation. CONTRACTOR acknowledges that CUSTOMER is a governmental entity, and the ongoing validity of this Agreement is based upon the availability of public funding under the authority of CUSTOMER'S statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of CUSTOMER'S obligations under this Agreement for any fiscal year, then this Agreement shall automatically expire without penalty to CUSTOMER at the end of the then-current fiscal year. It is expressly agreed that CUSTOMER shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement. Without limiting the foregoing, CUSTOMER acknowledges that the exclusivity granted to CONTRACTOR in this Agreement will remain in place even during periods of non-appropriation, including the ability of CONTRACTOR to direct bill residents and/or commercial businesses during such period of non-appropriation for described services, and that if such funds are later appropriated, this Agreement will be automatically reinstated.

9. Fuel:

a) It is agreed that CUSTOMER will furnish to CONTRACTOR a maximum of 19,000 gallons of low sulfur highway diesel during each year of the agreement. The City will pay

the actual cost based on actual fuel usage as documented for the previous month by CONTRACTOR. All bills, delivery tickets, within the maximum of 19,000 gallons shall be charged and paid for by CUSTOMER. CONTRACTOR will furnish delivery tickets to CUSTOMER documenting 1) number of gallons received; 2) grade and type of fuel; 3) signature of receipt by agent of CONTRACTOR; 4) price of fuel; and 5) fuel purchased from a mutually agreed vendor. CONTRACTOR shall also provide a monthly recap or request for fuel delivery based on the actual gallons consumed by the vehicles assigned to collect solid waste from within the City limits of Oxford. It is agreed by both parties that this maximum does not apply in the event of annexation, change in disposal site, or other items beyond the control of CONTRACTOR and which would increase the fuel consumption as verified by CONTRACTOR. CONTRACTOR does not assume any liability for any applicable fuel taxes for said fuel. Should CONTRACTOR change to alternative fuel during the course of this Agreement, CUSTOMER agrees to negotiate a fair alternative to this reimbursement to CONTRACTOR based on fuel type, costs, etc.

10. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

11. Point of contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the City Manager or his designee. CUSTOMER will direct all interaction related to this Agreement to the General Manager or his designee.

12. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office in Oxford or Henderson, North Carolina, for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.

13. Notification of Customers: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement.

14. Breach: Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

15. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action to the extent arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement.

16. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

17. Assignment: Neither party may assign this Agreement, nor the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER but only so long as said assignee has the ability to comply with each and every obligation of CONTRACTOR set forth herein.

18. Insurance: At all times during the term of this Agreement, CONTRACTOR shall maintain at its expense the minimum insurance coverage set forth below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>	
Workers Compensation	Statutory	
Employer's Liability	Each Accident	\$1,000,000
	Disease-Policy Limit	\$1,000,000
	Disease-Each Employee	\$1,000,000
Commercial General Liability	Each Occurrence	\$1,000,000
	Aggregate	\$2,000,000
Commercial Automobile Liability	Each Occurrence	\$1,000,000
Umbrella Excess Liability	Each Occurrence	\$5,000,000

CONTRACTOR shall provide to the CUSTOMER a Certificate of Insurance confirming compliance with the above requirements.

19. Dispute Resolution: Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will first be submitted to non-binding mediation in Granville County, North Carolina. The mediator will be mutually agreeable to the parties and the mediation will follow the procedures set forth in the American Arbitration Association Commercial mediation Rules. Thereafter, if the dispute is not resolved through mediation, it will be subject to the exclusive jurisdiction of the state courts located in Granville County, North Carolina.

20. Notice: All notices and other communications hereunder shall be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

Waste Industries, LLC
3301 Benson Drive, Suite 601
Raleigh, NC 27609
Attn: Ben Habets
Telephone No.: (919) 325-3000
Fax No.: (919) 325-4040

If to CUSTOMER, to:

City of Oxford
300 Williamsboro Street
Oxford, NC 27565
Attn: City Manager
Telephone No.: (919) 603-1104
Fax No.: (919) 603-1107

21. Entire Agreement: This Agreement constitutes the entire understanding between the parties, and, except to the limited extent set forth in Section 1(b) relating to the Original Agreement, cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.
22. Execution in Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the City of Oxford and Waste Industries, LLC, have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above. Upon execution of this Agreement, the parties further acknowledge and agree that the terms and conditions agreed upon in this Agreement take into account any and all claims by either of them arising out of periods prior to the date hereof relating to the calculation of the Service Fee amount, including, without limitation, the calculation and application of CPI increases. All such claims are hereby deemed settled in full and each party releases the other from any and all claims related thereto.



The City of Oxford



Waste Industries, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest:

Attest:

Name: _____

Name: _____

Title: _____

Title: _____

Witness: _____

Witness: _____

Approved as to legal form:

“This instrument has been preaudited in the manner required by the local government budget and fiscal control act.”

City Attorney

Date

Finance Director

Date

Attachment A

RESIDENTIAL / SMALL COMMERCIAL BUSINESS TRASH COLLECTION

The charge for once per week curbside trash collection to CUSTOMER from CONTRACTOR shall be **\$11.37** per month per cart. CONTRACTOR will provide one 95 (ninety-five) or 65 (sixty-five) or 35 (thirty-five) gallon cart as requested by CUSTOMER to each address using the Services at no additional charge. Additional carts will be billed to CUSTOMER at a rate of **\$ 9.13** per month per cart and also one cart will be provided by the CONTRACTOR. This pricing is based on the premises below:

The CUSTOMER will provide fuel as per section 9-A
The disposal costs for all solid waste collected will be paid by CONTRACTOR.
CONTRACTOR shall collect 1) household solid waste (which will normally fit within the supplied container; should normal volumes consistently exceed the capacity of the initial cart CUSTOMER will be required to request additional carts and billed accordingly) at the curbside placement at the discretion of CONTRACTOR and 2) household items (formerly called "bulky waste") for disposal. These additional household items shall be placed at the curb and not to exceed 200 lbs. per household per week and not to exceed 50 lbs. individually and of the size and shape to be collected reasonably by one person; for example a standard dining room chair would be acceptable however a chest of drawers or mattress would not be collected nor any construction and demolition waste.

RESIDENTIAL / SMALL COMMERCIAL BUSINESS RECYCLING COLLECTION

The charge for every other week curbside recycling collection to CUSTOMER from CONTRACTOR shall be **\$3.55** per month per cart. CONTRACTOR will provide one 65 (sixty-five) gallon cart to each address using the Services at no additional charge. Additional carts will be billed to CUSTOMER at a rate of **\$2.51** per month per cart and also one cart will be provided by the CONTRACTOR. This pricing is based on the premises below:

The CUSTOMER will provide fuel as per section 9-A
CONTRACTOR shall collect acceptable recycle materials (which will normally fit within the supplied container, should normal volumes exceed the capacity of the cart CUSTOMER will be required to request additional carts and billed accordingly) at the curbside placement at the discretion of CONTRACTOR

COMMERCIAL SERVICES

City of Oxford Commercial Pricing 2014-2015

Size Container	Freq/wk	Service \$/month	Optional Rental	Total Rate
4	EOW	\$39.44	\$17.91	\$57.35
	1	\$78.80	\$17.91	\$96.71
	2	\$157.63	\$17.91	\$175.54
4 VIP	1	\$175.62	\$245.00	\$420.62
6	EOW	\$46.76	\$21.49	\$68.25
	1	\$93.47	\$21.49	\$114.96
	2	\$167.76	\$21.49	\$189.25
8	EOW	\$53.72	\$25.08	\$78.80
	1	\$107.44	\$25.08	\$132.52
	2	\$193.87	\$25.08	\$218.95
	3	\$280.31	\$25.08	\$305.39
	4	\$366.74	\$25.08	\$391.82
	5	\$453.15	\$25.08	\$478.23
8 VIP	1	\$241.75	\$295.00	\$536.75
	2	\$465.10	\$295.00	\$760.10

Front Load Commercial Cardboard Service

8 OCC	EOW	\$20.75	\$25.00	\$45.75
	1	\$38.90	\$25.00	\$63.90
	2	\$77.82	\$25.00	\$102.82

Commercial Business Recycling (comm. dumpster customers)

95 Gallon	EOW	\$13.34	N/A	\$13.34
95 Gallon (all xtra containers)	EOW	\$8.89	N/A	\$8.89

Roll Off Compactor Pricing

Downtown City Packer				
Rental	\$257.25			
Hauls	\$133.70			
Disposal	\$46.68	per ton		
Granville County Medical Center				
Rental	\$360.15			
Hauls	\$133.70			
Disposal	\$46.68	per ton		
Sanitize or compactor wash by request				\$154.35

Initials Acknowledging Attachment A

Initials Acknowledging Attachment A

City of Oxford

Waste Industries, LLC

Attachment B



City of Oxford - Water Department

300 Williamsboro Street Oxford, NC 27565

Phone 919-603-1132 Fax 919-603-1138

Backdoor Garbage Service Application In Lieu of Curbside Collection

This application applies only to those households where no one in the household is physically able to roll the carts to the street for collection by the City/Private Contractor.

APPLICANTS NAME: _____

Name and age(s) of person(s) living in this household

1. _____

2. _____

ADDRESS: _____

TELEPHONE: _____

Reason for backyard service request (*Be Specific*)

The above is a true and accurate statement, and reflects the existing conditions. I acknowledge the city's right to investigate the information furnished.

To be renewed annually

Applicant Signature

CERTIFICATION OF DISABILITY

To: Water Department, City of Oxford

From: _____

Attending Physician Name – Address – Telephone Number

It is my professional opinion that Mr/Ms. _____

is physically unable to roll any size mobile garbage or recycle cart from their home to the curb.

Such action would be detrimental to his/her health.

Physician Signature

For Official Use Only

APPROVAL: GRANTED _____

DENIED _____

Public Works Director