

CITY OF OXFORD
BOARD OF COMMISSIONERS' REGULAR MONTHLY MEETING
Tuesday, January 13, 2015 - 7:00 p.m.
Commissioners' Board Room

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

Randy Hemann, City Manager
Barbara Rote, City Clerk



Jackie Sergent, Mayor

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

J. Thomas Burnette, City Attorney

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 Reverend Chris Aho, Oxford Baptist Church
2. Pledge of Allegiance led by Mayor Pro Tem Howard Herring
3. Consider adjustments to and approval of the Agenda:
4. Opening Remarks by Mayor Sergent
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]

5. Proclamation honoring Mary Bowling for many years of service as a Downtown business owner
6. Proclamation honoring Ella Schmit for many years of service as a Downtown business owner
7. Report from Winston, Williams, Creech, Evans and Co., LLP on the annual financial report (ATTACHMENT 7)
 - a. Consider accepting the annual financial report for FY 2013-2014

[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]

8. Consider adopting the franchise ordinance with Waste Industries as the second of two required adoptions, 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 on 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 second of two required adoptions, and incorporate the ordinance by reference.

[NEW BUSINESS]

9. Consider annual review and signing of the Code of Ethics for the Board of Commissioners

In 2011 The Board amended City Ordinance §2-461 in accordance with N.C.G.S. §160A-86 and renamed it the Code of Ethics. The Board recommended that the signature of each Board member, on a yearly basis, reaffirm their commitment to this agreement at the beginning of each calendar year. (Document was distributed during the Agenda Meeting, additional signature pages will be available meeting night)

Recommended action: Signatures on distributed Statement of Receipt of Code of Ethics for the Board of Commissioners for the City of Oxford.

10. Consider approving the Elmwood Cemetery lawn care contract for 2015 with Sneed & Sneed Lawn Care in the amount of \$32,000 through December 31, 2015.

The City has contracted with Sneed and Sneed Lawn Care for landscape maintenance the past six years. This contract is the same as the 2014 contract, which provided payment in 12 equal monthly payments. Purchases on contracts greater than \$30,000 require informal bids and that the quotes be kept on file. In 2009 the Board approved having Sneed do the work April-Oct for \$950 a week. In March 2010 a contract similar to the current contract was approved by the Board. There have been minor revisions in how the payments were handled but the current contract is similar to the 2010 contract. (Attachment 10)

Recommended action: Staff recommends re-bidding the Elmwood Cemetery Maintenance contract in order to be consistent with approved policy.

11. Consider appointing City Manager Hemann as Finance Officer and incorporating the duties of Finance Officer into the duties of the City Manager; and authorize the City Manager to sign checks on behalf of the City of Oxford, all effective February 1, 2015 and until the position of Finance Director is filled.

Finance Director Harold Belton will resign effective January 30, 2015. G.S. 159-24 requires that the City have someone in the role of Finance Officer. This requirement can be met on an interim basis by appointing the City Manager as Finance Officer and incorporating the duties of Finance Officer into the duties of the City Manager. Upon appointment, the City Manager will be automatically bonded in the amount of \$250,000. Along with this interim responsibility, authorization to sign checks is needed. These steps will meet the requirements of the General Statutes and provide continuity for transition to a new Finance Director. Departing Finance Director Harold Belton has offered to be available on an as needed basis. Our Auditor, Winston, Williams, Creech, Evans, & Co., will also be on call to assist. (ATTACHMENT 11)

Recommended action: Staff recommends appointing City Manager Hemann as Finance Officer and incorporating the duties of Finance Officer into the duties of the City Manager; and authorize the City Manager to sign checks on behalf of the City of Oxford, all effective February 1, 2015 and until the position of Finance Director is filled.

12. Consider technical amendment to the Oxford Code of Ordinance § 10-5 : Discharging Industrial Waste into Streams; Drainage Area to clarify that discharging industrial waste into streams and drainage areas is detailed in the Sewer Use Ordinance.

Oxford Code of Ordnances § 10-5: Discharging Industrial Waste into Streams; Drainage Area was written prior to adopting the more comprehensive Sewer Use Ordinance (§ 21-116). This technical change avoids any confusion and updates the Code of Ordinances for uniformity. (Attachment 12)

Recommended action: Staff recommends amending the Oxford Code of Ordinance § 10-5 *Discharging Industrial Waste into Streams; Drainage Area* to clarify that discharging industrial waste into streams and drainage areas is detailed in the Sewer Use Ordinance (§ 21-116) as presented and effective upon adoption.

13. Discuss the City of Oxford taking on the responsibility for the Veteran's Day Parade.

As requested by Commissioner Strickland, the Board will consider taking over the Veteran's Day Parade, which typically has been scheduled for the Sunday prior to Veteran's Day.

[REPORTS]

14. December Financial Report - City Manager Randy Hemann
15. City Update - City Manager Hemann
16. DOEDC Update – Commissioner Currin
17. County Board Meeting Update – Commissioner Fields

[CONSENT AGENDA]

18. Accept the December Financial Report by City Manager Randy Hemann
19. Approve the following 2014 meeting minutes:
* December 1, Agenda Session * December 9, Regular Session

[BOARD COMMENTS]

[ADJOURNMENT]

REMINDERS:

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

- January 19: Martin Luther King Jr. Breakfast – 8 a.m., Oxford Baptist Church
City offices Closed
- January 26: Granville County Chamber Banquet – 6:30 p.m., VGCC Civic Center
- January 27: Board Retreat – 9:00 a.m. – 5:00 p.m., Camp Oak Hill
- January 28: Board Retreat – 8:45 a.m. – 2:00 p.m., Camp Oak Hill

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



Audit Report Presentation June 30, 2014

Winston, Williams, Creech, Evans & Co., LLP

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Summary



- ▶ The City of Oxford again received the Certificate of Excellence in Financial Reporting for the year ended June 30, 2013 and submitted the June 30, 2014 report to GFOA

▶ 2

GASB #34 Highlights

- ▶ Statement of Net Position-page 35

	<u>2013</u>	<u>2014</u>	<u>Change</u>
Total assets	\$ 35,265,545	\$ 35,781,638	516,093
Total liabilities	<u>\$ 10,286,332</u>	<u>\$ 10,360,126</u>	<u>73,794</u>
Net Position	\$ 24,979,213	\$ 25,421,512	442,299

▶ 3

GASB #34 Highlights

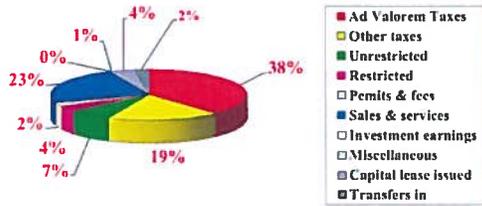
- ▶ Statement of Activities-page 36

	<u>2013</u>	<u>2014</u>	<u>Change</u>
Revenues	\$ 13,609,125	\$ 13,231,808	(377,317)
Expenditures	<u>12,158,277</u>	<u>12,789,509</u>	<u>631,232</u>
Increase in Net Position	\$ 1,450,848	\$ 442,299	(1,008,549)

▶ 4

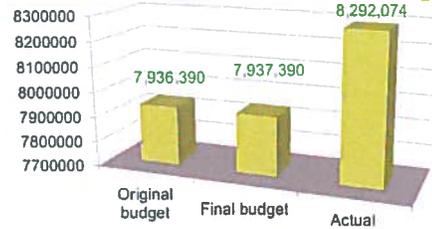
General Fund Revenues

page 40



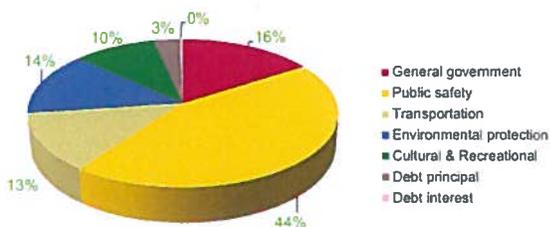
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General Fund Revenues p 42



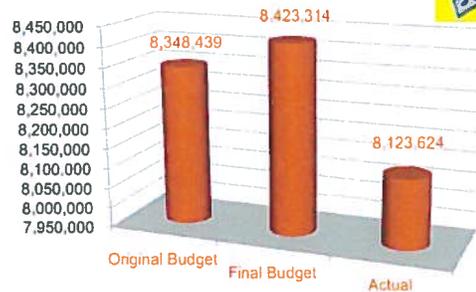
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General Fund Expenditures p. 40



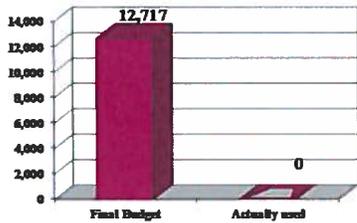
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General Fund Expenditures



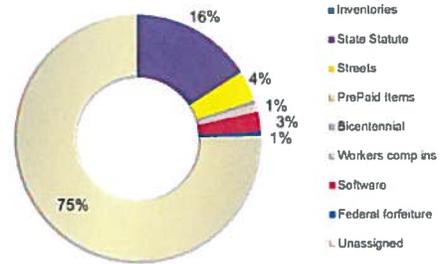
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Appropriated Fund Balance-Budget vs. Actual (General Fund)



9

General Fund - Fund Balance



10

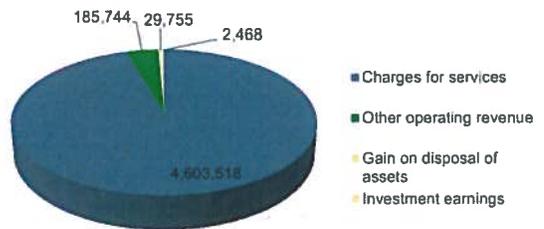
FUND BALANCE AS % OF EXPENDITURES

	2014
Fund Balance-Available for Appropriation	2,578,355
Expenditures	8,123,624
Percentage of Expenditures	31.74%

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Proprietary Revenues

p. 45

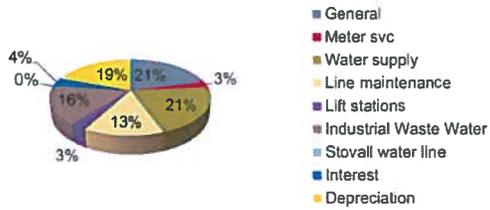


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Proprietary Expenditures

page 45



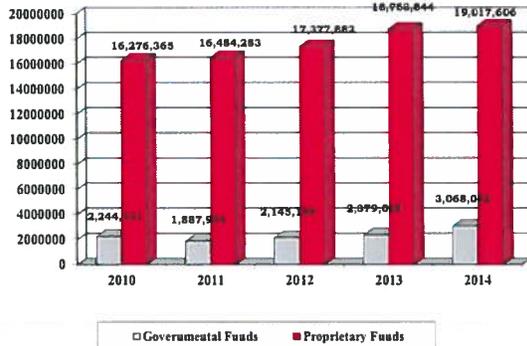
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Change in Funds Net Position – Proprietary Funds

	Water/ Sewer	Storm Water	Total
Operating Revenues	4,626,873	162,389	4,789,262
Operating Expenses	4,303,441	39,642	4,343,083
Operating Income	323,432	122,747	446,179
Non-Operating Revenues (Expenses)	(134,064)	25	(134,039)
Income before Capital Contributions	189,368	122,772	312,140
Capital Contributions	163,782	-	163,782
Transfers	(212,160)	-	(212,160)
Change in Net Position	140,990	122,772	263,762

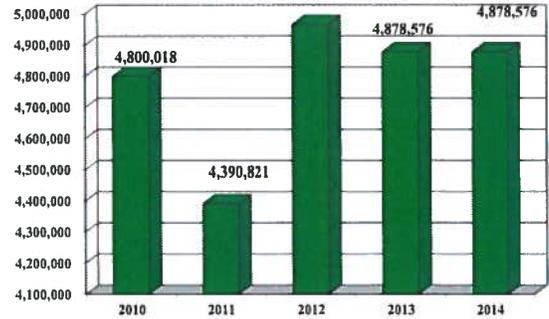
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Net Position/Fund Balance



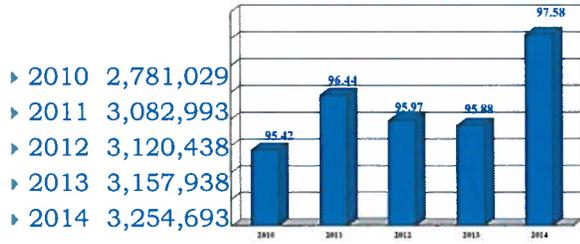
▶ 15

Cash Balances at June 30



▶ 16

Tax Levy & Collection



To the finance department for all of their help during our audit.



CITY OF OXFORD STAFF REPORT

TO: Mayor Sergent and the Board of Commissioners
FROM: Randy Hemann, City Manager
DATE: December 30, 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 second 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

By: _____

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Witness: _____



Waste Industries, LLC

By: _____

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

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



CITY OF OXFORD
STAFF REPORT

TO: Mayor Sergent and the Board of Commissioners
VIA: Randy Hemann, City Manager
FROM: Barbara J. Rote, City Clerk
DATE: January 6, 2014
SUBJECT: Consider the 2015 Elmwood Cemetery maintenance agreement with Sneed & Sneed Lawn Care.

SUMMARY STATEMENT

The maintenance agreement for lawn care in the Elmwood Cemetery expired December 31, 2014.

REVIEW

For the past six years, Sneed and Sneed has maintained the lawn in the cemetery. The contract amount of \$32,000 and terms of the proposed 2015 agreement remain the same as the 2014 agreement. The Buildings and Grounds Superintendent and the City Attorney reviewed the agreement.

Purchases on contracts greater than \$30,000 require informal bids and that the quotes be kept on file. Staff has not found anything in the minutes and/or files regarding the previous bidding process. In 2009 the Board approved having Sneed do the work April-Oct for \$950 a week. In March 2010 a contract similar to the current contract was approved by the Board. There have been minor revisions in how the payments were handled but the contract has remained pretty much the same from 2010 until now.

RECOMMENDATION

Staff recommends re-bidding the Elmwood Cemetery Maintenance contract in order to be consistent with approved policy.

Attachments: Y

NORTH CAROLINA

ELMWOOD CEMETERY MAINTENANCE AGREEMENT

GRANVILLE COUNTY

THIS ELMWOOD CEMETERY MAINTENANCE AGREEMENT, made and entered into this the _____ day of January, 2015 by and between the City of Oxford, a North Carolina municipality ("Oxford" or "City") and Sneed and Sneed Lawn Care, a North Carolina sole proprietorship ("Sneed");

WITNESSETH:

WHEREAS, Oxford is the owner and operator of Elmwood Cemetery located on Hillsboro Street, Oxford, North Carolina; and

WHEREAS, Oxford has deemed it necessary to contract with an outside firm to provide for the general maintenance, upkeep, and landscaping of the Cemetery; and

WHEREAS, Sneed has performed said services for the City in the past and the parties have agreed that it is in their mutual best interests to enter into a written agreement which provides for the general maintenance, upkeep and landscaping of the Cemetery upon the terms and condition hereinafter set forth;

NOW THEREFORE, for and in consideration of the above premises and other good and valuable consideration received by each of the parties, the sufficiency of which is hereby acknowledged and agreed, the parties agree as follows:

1. TERM. Sneed shall provide the general maintenance, upkeep and landscaping of the Cemetery from January 1, 2015 until December 31, 2015.

2. CHARGES AND PAYMENT. At the end of every month during the term hereof, Sneed shall submit an invoice on the 25th of each month hereof. Payment will be made by the City on or before the 10th of the following month. The total to be paid for the year is \$32,000. The payments will be paid in eleven equal payments of \$2,666.67 and one final payment of \$2,666.63.

3. GENERAL DUTIES; EQUIPMENT. General maintenance, upkeep and landscaping shall include keeping the Cemetery clean, well-groomed and in a presentable condition satisfactory to the City Of Oxford as determine by the Facilities Maintenance Superintendent or designee. Sneed shall have and use all necessary tools and equipment in order to satisfactorily perform all of the duties hereunder. Sneed shall be responsible for repairs, maintenance, fuel, lubricants or other supplies used for and in the contractor's tools and/or equipment.

4. MOWING. A regular mowing/trimming/cleanup schedule should be followed to establish the desired turf quality. Mow turf at a consistent height between 1" and 3". Avoid mowing more than 1/3 of the leaf surface. Leave grass clippings on the lawn to decompose and release nutrients to the lawn. If possible mow and trim when the grass is dry. This allows for better distribution of clippings. Equipment should be properly adjusted with sharp blades and safely operated to provide a quality cut to the turf.

5. LEAF REMOVAL. Removal of fallen leaves shall be accomplished by either reincorporating them into existing turf or mechanically removing them from site.

6. PRUNING. Sneed shall prune all existing plants in such a manner as to provide a neat and attractive landscape. All shrubbery and Crepe Myrtle plants shall be pruned once during the term hereof.

7. TRIMMING: DEBRIS REMOVAL. Sneed shall keep cemetery mowed and cleared of limbs, twigs, brush, leaves and trash at all times during the term hereto. Grass, brush, and weeds must be trimmed around curbs and monuments so that the grounds are in their best possible condition at all times. All limbs, twigs, leaves and brush shall be removed to an area designated by the City and shall be placed in piles with the small ends being in the same direction to facilitate removal. Sneed shall not be responsible for fallen trees or large limbs exceeding 12" in diameter.

8. SHRUB MAINTENANCE. Shrubs should remain free of weeds, vines, and volunteer trees and be kept at a size and shape appropriate to the site.

9. HOLIDAYS AND OBSERVANCES. Sneed acknowledges that the following holidays and observances are special dates such that the Cemetery should be in its best possible condition: Easter, Mother's Day, Memorial Day, Father's Day, Veteran's Day, and Christmas. Sneed agrees to devote extra time and attention to the Cemetery at these times.

10. COOPERATION. Both parties agree to cooperate and consult with the other to insure that the Cemetery is maintained in a clean and attractive manner at all times.

11. INSURANCE. Prior to the performance of any duties to be performed hereunder, Sneed shall deliver to the City a certificate of general liability insurance in the amount of \$1,000,000 each occurrence and \$2,000,000 general aggregate. Sneed shall maintain said policy of insurance at all times hereunder.

12. WORKER'S COMPENSATION. Prior to the performance of any of the duties hereunder, Sneed shall deliver to the City a certificate of worker's compensation insurance. Sneed shall maintain said policy of insurance at all time hereunder.

13. SUBCONTRACTING PROHIBITED. All of the duties to be performed hereunder shall be done by Sneed. Subcontracting of any of these duties is not permitted.

14. INDEMNIFICATION. Sneed agrees to indemnify the City and its officers, commissioners, employees, representatives, and agents harmless from and against all claims, demands, actions, losses, liability, causes of action for property damage, or personal injuries, including any payment made under worker's compensation law or any employee's disability and death plan benefits, if any, and any costs or expenses (including reasonable attorney's fees) which, in any manner, arise from or are related to, in any way, the performance of the duties and responsibilities under this Agreement. Each party shall notify the other party of any

knowledge and information which may result in a claim against either of them, and shall cooperate with the other party whenever any claim is filed against either party involving, in any manner, the duties and responsibilities to be performed under this Agreement.

15. TERMINATION. This Agreement may be terminated by the City, at any time and without notice, due to nonperformance or negligent performance of any of the duties specified hereunder.

16. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the parties and supersedes all prior or contemporaneous agreement between the parties with respect to the subject matter hereof. If any provision hereof is deemed invalid or inoperable, it shall be deemed deleted from this Agreement and shall not invalidate or deem inoperable the remaining provisions hereof.

17. GOVERNING LAW. This Agreement shall be governed by the laws of the State of North Carolina. In the event of any dispute regarding this Agreement, the parties agree that the situs of any litigation or court action shall be the Superior Court of Granville County, North Carolina.

IN WITNESS HEREOF, the parties have caused this Agreement to be duly executed on the date first written above.

This the _____ of January, 2015.

THE CITY OF OXFORD

(CITY SEAL)

Jacqueline vdH Sergent
Mayor

Sneed and Sneed Lawn Care

Ricky Sneed
Owner



CITY OF OXFORD
STAFF REPORT

TO: Mayor Sergent and the Board of Commissioners
FROM: Randy Hemann, City Manager
DATE: December 29, 2014
SUBJECT: Finance Officer/ Acting Finance Director

SUMMARY STATEMENT

GS 159-24 requires that the City have someone in the role of Finance Officer. The departure of Finance Director Harold Belton on January 30, 2015 requires that the City take action to meet statutory requirements upon his departure.

REVIEW

Finance Director Harold Belton has resigned effective January 30, 2015. GS 159-24 requires that the City have someone in the role of Finance Officer. This requirement can be met on an interim basis by naming a Finance Officer. I am recommending the following steps to meet the requirements of the General Statutes and provide continuity as we transition to a new Finance Director:

1. Per GS 159-24 appoint the City Manager as Finance Officer and incorporate the duties of the Finance Officer into the duties of the City Manager, effective February 1, 2015.
 2. Upon appointment the City Manager will be automatically bonded in the amount of \$250,000. Per GS 159-29 the minimum bond for the Finance Director is \$50,000 but Oxford maintains a bonding of \$250,000. Those employees, other than the Finance Director, who have custody of the more than \$100 are covered under a blanket bond with the NCLM up to \$100,000.
 3. Authorize the City Manager with check signing authority.
 4. Departing Finance Director Harold Belton has offered to make himself available on an as needed basis. Our auditor Winston, Williams, Creech, Evans and Co. will also be on call to answer questions and/or assist as needed. Because they serve as auditor, they have specified that the services they provide will not include any "management decisions".
-

RECOMMENDATION

Staff recommends appointing City Manager Hemann as Finance Officer and incorporating the duties of Finance Officer into the duties of City Manager, and passing a Resolution providing check signing Authority to City Manager Hemann, all effective February 1, 2015 and until the position of Finance Director is filled.

Attachments: Copy of resolution

AMENDMENT TO: OXFORD, NORTH CAROLINA CODE OF ORDINANCES
CHAPTER 10: HEALTH AND SANITATION, ARTICLE I: GENERAL PROVISIONS

§ 10-5 DISCHARGING INDUSTRIAL WASTE INTO STREAMS; DRAINAGE AREA.

~~—(A) It shall be unlawful for any person to discharge or permit the discharge into any stream or the drainage area thereof any trade waste for industrial processes, such as dyes, bleaches, fats, oils, greases, acids, alkalis, chemicals, gasoline or other explosive, coal tar, creosote or any other trade waste, which may discolor the water of the stream and/or give off odor, or which may be detrimental to health or the use of property.~~

~~(86 Code, § 10-5)~~

~~—(B) Punishment for a violation of this section shall be as set forth in § 1-99, except that the penalty shall be no less than \$50 and no greater than \$500. A copy of the penalty schedule, which may be amended from time to time, shall be kept on record in the office of the City Clerk.~~

For complete information on discharging industrial waste into streams and drainage areas, Reference Chapter 21: Water, Sewers and Sewer Disposal, Article IV: Sewer Use Ordinance. An updated copy of the Sewer Use Ordinance is on file with the City Clerk and the City Engineer.

This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 13th day of January 2015.

Jacqueline vdH Sergent, Mayor

Attest:

Barbara J. Rote, City Clerk