

CITY OF OXFORD
BOARD OF COMMISSIONERS' REGULAR MONTHLY MEETING
Tuesday, September 13, 2016 – 7:00 p.m.
Commissioners' Board Room, City Hall

Mayor Pro Tem Calvin (C.J.) Harris, Jr.
Commissioner James (Danny) Currin
Commissioner S. Quon Bridges



Commissioner Frank Strickland
Commissioner Patricia T. Fields
Commissioner Ron Bullock
Commissioner Alvin Woodlief

Elke Doom, City Manager
Barbara Rote, City Clerk

Jackie Sergent, Mayor

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 Commissioner Danny Currin
3. Consider adjustments to and approval of the Agenda:
 - Item 6a: Adopt Resolution for CDBG Grant
 - Item 14: Approve 3-way stop at Goshen and Cherry Streets
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. Recognition – September Yard of the Month to Sherry and Jim Perrin, 1115 College Street.

[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.

6. Fy2016 Community Development Block Grant (CDBG) public hearing for infrastructure project.

The City is requesting up to \$2 million in CDBG-infrastructure funds (100% of total project costs) from NC Department of Environmental Quality (DEQ), Division of Water Infrastructure (DWI) with a potential local fund contribution. This project will include

rehabilitation/replacement of up to approximately 16,000LF of 2"-6" water lines with 6"-8" water lines throughout eligible residential areas of the City. The project area will include Peace Street, Windimere Ave, Summitt Ave, Green Street, Palmer Court, Cheatham Ave, Gill Street, and Hunt Street.

6a. Consider Resolution for Infrastructure CDBG Grant. (Attachment 6a)

[OLD BUSINESS]

No Old Business

[NEW BUSINESS]

7. Consider approving an agreement in the amount of \$27,360, and authorizing the City Manager to execute an agreement with SmartBill, LTD as an outsourcing company for handling, printing, sorting, stuffing and mailing City of Oxford utility bills

With the new billing software, staff is unable to utilize the dot matrix printers for utility billing. Outsourcing the utility billing is more cost effective than in house printing and mailing. Staff contacted five vendors, including SmartBill, LTD, who works with Tyler Technology. They were the lowest bidder in the amount of \$27,360 and staff preferred their product, service and location. Yearly cost for in-house processing is estimated at \$42,707.76. Former Finance Director Kehoe included \$32,000 in the FY 2016-17 budget (postage) to cover this service. Because the contract came in under budgeted estimates, no budget amendment is needed. (Attachment 7)

Recommended action: Staff recommends approving an agreement in the amount of \$27,360, and authorizing the City Manager to execute an agreement with SmartBill, LTD, for outsourcing the utility billing for the City of Oxford.

8. Consider adopting revisions to the Fire Inspection Fine and Fee Schedule.

The Public Safety Committee and Staff met August 4, 2016 to discuss the need to update the fines and fees schedule currently used by the Oxford Fire Department Inspections Bureau. The fee schedule currently in use was adopted in 1995 with the inception of the fire prevention bureau and the adoption of the North Carolina Fire Code. Upon review of the fee schedule and a comparison of surrounding jurisdictions, it was determined that the current fees averaged one half of what surrounding municipalities were charging; including Granville County. It was also determined that the reference code identifier was no longer applicable because the NC Fire Code is amended every three years and the reference number sometimes changes with the adopted code. The proposed fee changes will bring us in line with other municipalities of our size and help defray the cost incurred by the City to review plans for new or expanded developments and inspect the associated construction. Staff

evaluated the fees from other cities and municipalities of similar and larger size, and recommends the rates as presented. (Attachment 8)

Recommended action: The Public Safety Committee and Staff recommend adopting the Fire Inspection Fine and Fee Schedule as presented.

9. Consider adopting a Vehicle Accident and Hazmat Response Mitigation Fee Schedule , and authorizing the City Manager to execute an agreement with Fire Recovery USA for the purpose of billing and collections of these fees.

The Public Safety Committee and Staff met August 4, 2016 to discuss attaching a fee schedule to Ordinance § 8-82 COST RECOVER OF MOTOR VEHICLE ACCIDENT EXPENSES. This ordinance was drafted and adopted in 2010 to recover expenses incurred by the Oxford Fire Department for the response to and mitigation of vehicle accidents. This ordinance also allows for the billing of calls that involve hazmat situations involving chemical or fluid releases. In 2010, a fee schedule was to be determined and an RFP was sent out for the purpose of soliciting billing companies; however, it was never finalized. We are seeking to remedy this oversight. After careful research and comparing the rates of other municipalities, the Oxford Fire Department request that the Board adopt the attached fee schedule and enter into a contract (One Year) with Fire Recovery USA for billing and collections. As per request, bills shall only be sent to the insurance company of the responsible party and not the occupant or owner of the vehicle. (Attachment 9)

Recommended action: Staff and The Public Safety Committee recommend adopting a Vehicle Accident and Hazmat Response Mitigation Fee Schedule, and authorizing the City Manager to execute an agreement with Fire Recovery USA for the billing and collections of the adopted fees.

10. Consider adopting revised Monthly Water & Sewer System User Charges.

The Public Works Committee and Staff recognize the need to increase Monthly Water & Sewer System User Charges that have had no or minimal increases for years. The increased charges will help defray the cost incurred by the City for the water and sewer capital improvements identified in the Asset Management Plan compiled by McGill Associates. It will move the City towards becoming self-sustaining with regards to water & sewer. In addition, the increase in fees will make the City eligible to apply for 75% sewer grants and 50% water grants. The Public Works Committee and Staff reviewed the rate study completed by Rafitelis, financial consultants. (Attachment 10 will be provided prior to Tuesday's meeting)

Recommended action: Staff and the Public Works Committee recommend adopting the Monthly Water & Sewer System User Charges as presented.

11. Consider adopting an Asset Management Plan (AMP) and a Capital Improvement Plan (CIP) for Water and Wastewater Infrastructure and reviewing the plans annually.

The Public Works Committee and Staff recognize the need to stay ahead of the curve by anticipating the water and wastewater infrastructure needs that the City faces. The Asset Management Plan is designed to be a living document that will be updated regularly with new data, changes to the Capital Improvement Plan, and amendments to the Operation and Maintenance Plans as needed. Its findings can be used as a tool by key decision makers to ensure the City is able to provide a sustained level of water and wastewater service to its residents now and in the future. In addition, by adopting the AMP and CIP, the City will be eligible for additional points on the application for water and sewer loans and grants. (Attachment 11)

Recommended action: Staff and the Public Works Committee recommend adopting an Asset Management Plan (AMP) and a Capital Improvement Plan (CIP) for Water and Wastewater Infrastructure as presented and reviewing the plans annually.

12. Consider calling for a Special Meeting on Wednesday September 21, 2016 at 1:15 p.m. in the Commissioners' Board Room, to consider approving meeting minutes of September 13, 2016, and approving items required to apply for loans and grants prior to the September 30th, 2016 submission deadline.

Recommended action: Staff recommends calling for a Special Meeting on September 13, 2016 at 1:15 PM in the Commissioners' Board Room.

13. Consider reducing the speed limit on city-owned streets in residential districts from 35 mph to 25 mph and amending the City Code of Ordinance, Chapter 20, Article III, Division 2, Section § 20-81 to reflect the change.

The Public Works Committee discussed reducing the speed limit on streets in residential districts from 35 mph to 25 mph, most of which are city-owned and maintained. The City has the authority to change speed limits on city-owned streets. State-owned and maintained streets in the residential districts will remain 35 mph. The ordinance will not be enforced until new speed limit signs are in place. Sign and post replacement costs will be allocated from current budget funds. No budget amendment is needed. (Attachment 13)

Recommended action: Staff and the Public Works Committee recommend reducing the speed limit on city-owned streets in residential districts from 35 mph to 25 mph and amending the *City Code of Ordinance, Chapter 20, Article III, Division 2, Section §20-81* to reflect the change.

14. Consider approving a 3-way stop at the intersection of Goshen and Cherry Streets.

There has been an increase in vehicle speed on Cherry Street since the railroad tracks were repaired in the spring. There is currently a stop sign on Goshen Street where it meets Cherry Street. Adding two stop signs on Cherry Street at this location to create a 3-ways stop should slow traffic and provide additional safety.

Recommended action: The Public Works Committee recommends approving a 3-ways stop at the intersection of Goshen and Cherry Streets.

[REPORTS]

15. August Financial Report highlights by Finance Director Ung. Reports will be provided on meeting night.
16. Manager's Report – City Manager Elke Doom

[CONSENT AGENDA]

17. Accept the August Financial Report by Finance Director Ung (available on meeting night)
18. Approve a tax release to Everbank Commercial Finance in the amount of \$639.05 for leased equipment to Granville Health Systems.
19. Approve the following 2016 meeting minutes:
* August 1, Agenda Session * August 9, Regular Session

[BOARD COMMENTS]

[ADJOURNMENT]

REMINDERS:

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

- September 15: Alive After Five – Littlejohn Street Parking Lot
- September 22 – Kerr-Tar COG Banquet – 7:00 PM Henderson Vance Farmer's Market
- September 24 – Fall Litter Sweep – Register at City Hall, 9:00 AM, pick-up until 12:00 noon
- September 27 – Business & Industry Appreciation Day 4:00 PM – Granville Expo Center

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.

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, Title I of the Federal Housing and Community Development Act of 1974, as amended, has established the U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, and has authorized the making of grants to aid eligible units of government in funding the cost of construction, replacement, or rehabilitation of water and wastewater infrastructure, and that the North Carolina Department of Environment & Natural Resources (NCDENR) Division of Water Infrastructure (DWI) was delegated the authority by the state legislature to administer the water and wastewater infrastructure portion of the state grant monies received from the U.S. HUD CDBG program by Session Law 2013-360, Section 15.15(a) as amended by Section 5.3 of Session Law 2013-363, and

WHEREAS, The City of Oxford has need for and intends to construct a drinking water distribution system project involving water line improvements in qualified low-to-moderate income residential areas in the southern section of the City, and

WHEREAS, The City of Oxford intends to request state grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE CITY BOARD OF COMMISSIONERS OF THE CITY OF OXFORD:

That City of Oxford, the Applicant, will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system.

That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Jacqueline vdH Sergent, Mayor, and Cheryl D. Hart, Planning Director, and Barbara J. Rote, City Clerk, the Authorized Officials, and successors so titled, are hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a grant to aid in the construction of the project described above.

That the Authorized Officials, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 13th day of September, 2016 at the City of Oxford, North Carolina.

(Signature of Chief Executive Officer)

Jacqueline vdH Sergent, Mayor

(Name and Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Oxford does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City Board of Commissioners duly held on the 13th day of September, 2016; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of September, 2016.

(Signature of Recording Officer)

Barbara J. Rote, City Clerk

Town Clerk/Administrative Services Director



ATTACHMENT 7

CITY OF OXFORD STAFF REPORT

TO: Mayor Sergent and the Board of Commissioners
VIA: Elke Doom, City Manager
FROM: Hak Ung, Interim Finance Director
DATE: August 26, 2016
SUBJECT: Outsource Utility Billing with SmartBill, LTD

SUMMARY STATEMENT

Approve a contract in the amount of \$27,360 with SmartBill, LTD, as an outsourcing company for handling, printing, sorting, stuffing and mailing City of Oxford utility bills.

REVIEW

With the new billing software, staff is unable to utilize the dot matrix printers for utility billing. Outsourcing the utility billing is more cost effective than in house printing and mailing. Staff contacted five vendors, including SmartBill, LTD, who works with Tyler Technology. They were the lowest bidder in the amount of \$27,360 and staff preferred their product, service and location. Yearly cost for in-house processing is estimated at \$42,707.76.

As a foresight of the needed service, former Interim City Manager Mike McLaurin signed off on the "third party printing interface with Tyler". Furthermore, former Finance Director Pat Kehoe included \$32,000 in the FY 2016-17 budget (postage) to cover this service. Because the contract came in under budgeted estimates, no budget amendment is needed.

RECOMMENDATION

Staff recommends approving a contract in the amount of \$27,360 with SmartBill, LTD, for outsourcing the utility billing for the City of Oxford.

Attachments: Cost analysis and contract

	A	B	C	D	E
1		CITY COST			SMARTBILL COST
2		EQUIPMENT INVESTMENT NEEDED	MONTHLY CHARGES	HOURS TO PROCESS	\$1000 SETUP FEE WAIVED #10 DUAL WINDOW 2 SIDED COLOR PRINTING POSTAGE AROUND \$.35
3	FPI-2300 FOLDER /STUFFER /SETUP /TRAINING/1 PAGE ONLY/NO RETURN ENVELOPE	\$6,949.00			
4	SHIPPING APPROXIMATELY	\$345.00			
5					
6	2 SIDED LASER PRINTER/BLACK & WHITE/HP M506X	\$949.99			
7	TONER		\$290.99		
8	CASE LASER PAPER		\$67.99		
9	POSTAGE /4800 PIECES/ @\$.45 EACH		\$2,300.00		
10	#10 ENVELOPES/ 10 BOXES/5000		\$300.00		
11	FROM OUR MAIL COMPANY MACHINE RENTAL FOLDER STUFFER @600.00 PER MONTH		\$600.00		
12					
13		\$8,243.99	\$3,558.98		\$0.475 X 4800= \$2280.00
14			X 12 MONTHS		X 12 MONTHS
15					
16	GRAND TOTAL		\$42,707.76		\$27,360.00
17					
18					

This Production Agreement ("Agreement") is made and entered into this _____ day of _____, 2016 ("Effective Date"), by and between SMARTBILL, LTD., an Ohio corporation ("SmartBill"), and City of Oxford, a North Carolina municipality ("Client", and collectively with SmartBill, Ltd., "Parties"; Client and SmartBill may each be generically referred to as a "Party"). In consideration of the mutual promises and covenants contained below, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

Section 1. Scope of Production Agreement. SmartBill agrees to provide to Client the "Services" set forth in Schedule 1 attached hereto and incorporated herein by this reference. Client shall provide the Services in a timely and proper manner and in accordance with the mailing schedules established by Client. Client agrees that SmartBill shall be Client's sole and exclusive provider of goods and/or services of the type or nature of the Services during the Term (as defined below). During the Term, Client agrees to furnish all data and documentation requested by SmartBill to perform the Services. Client requires and shall purchase, and SmartBill agrees to produce, a minimum monthly quantity of four thousand (4,000) statements ("Minimum Commitment") based upon the rates and terms provided herein. In the event that Client does not fulfill the Minimum Commitment for a given month, Client shall pay to SmartBill a "Minimum Processing Fee" which shall be equal to the product of (i) the difference between the Minimum Commitment and the actual number of statements ordered by Client for the relevant month, multiplied by (ii) the effective per statement rate.

Section 2. Fees. Client agrees to pay SmartBill fees for the Services as set forth in Schedule 2 attached hereto and incorporated herein by this reference ("Fees", which Fees are subject to adjustment as set forth below). SmartBill will invoice Client for the Services provided each month on or before the 15th day of the subsequent month, provided that SmartBill may immediately provide the invoice following the conclusion of each month ("Invoice"). Invoices are due upon receipt, and will be considered past due if not paid in full within thirty (30) days of receipt. In the event invoices are not paid in full within thirty days, SmartBill will discontinue service until invoices are paid in full. SmartBill will not increase the Fees for a period of twelve (12) months from the Effective Date ("Initial Pricing Period"). SmartBill may increase the Fees following the Initial Pricing Period upon written notice to Client at least ninety (90) days prior to the expiration of the current contract and pricing period, provided that (i) SmartBill may increase the Fees no more than one (1) time during any twelve (12) month period following the Initial Pricing Period (each such twelve (12) month period, a "Pricing Period") and (ii) SmartBill may not, during any Pricing Period, increase the Fees by more than ten percent (10%) of the Fees in effect during the preceding Pricing Period. In the event that Client terminates this Agreement as permitted herein by providing a termination notification, then Client will be responsible for paying for all Fees accrued and Services rendered between the termination notice date and the termination effective date.

Section 3. Term. The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, and shall automatically renew for successive one (1) year periods on the anniversary of the Effective Date and each anniversary of the Effective Date thereafter unless a written notice of non-renewal is received by either Party at least sixty (60) days prior to the relevant Effective Date anniversary (“**Term**”); provided, however that this Agreement may be terminated in accordance with certain other provisions set forth in this Agreement.

Section 4. Postage. Client shall deposit a permanent postage deposit with SmartBill in the amount specified on Schedule 3 (“**Postage Deposit**”) no later than ten (10) days after the Effective Date. SmartBill may, with agreement of Client, adjust the Postage Deposit amount due to changes in Client’s volume, postage usage, postal rates or payment history, so long as Client is provided advance written notice of such adjustment. Upon termination of this Agreement, SmartBill shall return the Postage Deposit to Client after Client has paid for all Services and postage provided to or on the behalf of Client in performance of the Services. If this Agreement is terminated due to a default by Client, upon such a termination SmartBill may apply any of the Postage Deposit or any other Client’s funds that SmartBill holds against any sums that Client owes SmartBill. **IF CLIENT FAILS TO MAINTAIN THE DEPOSIT AT THE REQUIRED LEVELS, OR IF CLIENT FAILS TO TIMELY PAY ALL INVOICES AS SPECIFIED IN SECTION 2, SMARTBILL MAY IMMEDIATELY SUSPEND ITS PERFORMANCE OF ALL ITS DUTIES, SERVICES, AND OBLIGATIONS UNDER THIS AGREEMENT UNTIL THE DEPOSIT IS PROPERLY PAID AND MAINTAINED AND ALL OUTSTANDING INVOICES ARE PAID.**

Section 5. Expenses. Client will reimburse SmartBill for all reasonable costs and expenses associated with the performance of Services for Client, such as costs and expenses associated with, freight, delivery service and other required supplies in connection with providing the Services (“**Expenses**”). Client shall keep a detailed itemization of said expenses and shall submit same to Client for review prior to payment. Client has the right to reject any expense that is not associated with the Services provided by SmartBill.

Section 6. Termination. Upon breach or default by a Party with respect to any term contained herein regardless of whether such term is material or not (“**Default**”), the non-Defaulting Party shall send the Defaulting Party a notice of such Default (“**Notice of Default**”). If such noticed Default remains uncured for thirty (30) days after the Defaulting Party’s receipt of the Notice of Default, this Agreement shall be terminated unless the non-Defaulting Party agrees or specifies otherwise in writing. Neither Party may terminate this Agreement unless (i) such Party terminates this Agreement pursuant to this Section after the other Party defaults or (ii) such Party provides appropriate notice of nonrenewal pursuant to Section 4 in order to end the Term of this Agreement. Examples of Default include, but are not limited to, the: (a) failure of

Client to pay for all goods and/or Services as provided in this Agreement; (b) failure of either party to timely and properly perform its obligations under this Agreement; (c) any other Default by Client or SmartBill with respect to any term or condition of this Agreement. SmartBill acknowledges that Client is a governmental entity, and the ongoing validity of this Agreement is based upon the availability of public funding under the authority of Client's statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Client's obligations under this Agreement for any fiscal year, then this Agreement shall automatically expire without penalty to Client at the end of the then-current fiscal year. It is expressly agreed that Client shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement. Without limiting the foregoing, Client acknowledges that the exclusivity granted to SmartBill in this Agreement will remain in place even during periods of non-appropriation, and that if such funds are later appropriated, this Agreement will be automatically reinstated.

Section 7. Force Majeure. Other than any obligation to pay money, neither Party shall be responsible for delays or failures in performance resulting from acts or occurrence beyond the reasonable control of such Party, including, without limitation, the following: fire, explosion, power failure, flood, earthquake, or other act of god; war, revolution, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts ("**Force Majeure**"). In such Force Majeure, the Party affected shall be excused from such performance, on a day-to-day basis. Likewise, such other Party not directly affected by such Force Majeure shall also be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the other Party's performance interfered with by the Force Majeure.

Section 8. Confidentiality. SmartBill agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client's behalf that are non-public and confidential shall not, subject to the disclosure required for the performance of SmartBill's obligations hereunder, be negligently, knowingly, intentionally or recklessly disclosed or otherwise disseminated by SmartBill without the consent of Client.

Section 9. Indemnification. Client agrees to indemnify and hold SmartBill harmless for any and all claims that may arise in connection with Client's supplying to SmartBill, the data, reports and other documentation necessary to perform SmartBill's duties, services, or obligations under this Agreement, provided that such indemnification shall not extend to any claims that result from the negligence of SmartBill.

Section 10. WARRANTIES/DISCLAIMER OF WARRANTIES. SmartBill shall provide all goods and/or Services in accordance with the terms specifically set forth in Schedule

1. The parties hereto agree that this Agreement is only for the production of those goods and/or Services set forth in Schedule 1. SmartBill hereby warrants and agrees to provide all goods and services set forth in this agreement in a timely and proper manner in accordance with the time schedules promulgated by Client.

Section 11. Limitation of Liability. The liability of SmartBill with respect to any default or failure to provide the goods and/or Services as required under this Agreement shall be limited to the processing and service fees actually paid to SmartBill for the defective goods or services. **SMARTBILL IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFIT OR INCOME.** Client has accepted this restriction on its right to recover incidental and consequential damages as a part of its bargain with SmartBill. Client acknowledges that SmartBill's Fees would be higher if SmartBill were required to bear the risk of responsibility for these damages.

Initial: City of Oxford _____ SmartBill _____

Section 12. Governing Law and Jurisdiction. This Agreement shall be interpreted under and governed by the laws of the State of North Carolina. And any dispute between the Parties, whether arising under this Agreement or from any other aspect of the parties' relationship, shall be governed by and determined in accordance with the substantive laws of the State of North Carolina regardless of conflicts of laws. The Parties agree that the exclusive venue for disputes between them shall be the General Court of Justice, Granville County, North Carolina. Each party hereby waives any objection it might have to the personal jurisdiction of or venue in such courts and waives any right to file or remove any such action or claim to federal court.

Section 13. Severability. If any provision of this Agreement is deemed invalid or unenforceable for any reason whatsoever, such provision will be fully severable; this Agreement shall be construed and enforced as if such invalid, or unenforceable provision were not a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Agreement.

Section 14. Waiver; Modification of Agreement. No waiver, amendment or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representative of both Parties hereto. Failure by either Party to enforce any rights under this Agreement shall not be construed as a waiver of such rights. Further, to the extent that a provision is waived in strict accordance with the above guidelines, no waiver of any provision of this Agreement shall constitute a waiver of any other provision or term not expressly waived in writing and signed by authorized representative of both Parties hereto, nor shall any waiver constitute a continuing waiver unless otherwise provided in writing.

Section 15. Notice. All notices must be in writing and if not personally delivered, be sent by facsimile, first class mail, nationally recognized overnight, delivery services or by electronic mail. Mailed notices will be effective on the other Party upon receipt. Notice by personal delivery or delivery service will be effective when delivered. When sent by facsimile or electronic mail, notice will be effective on the day the transmission is received by the recipient provided that (a) a duplicate copy of the notice is promptly given by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Either party may change the address to which notices are to be sent by giving notice of such a change to the other party. Addresses for notice purposes are as follows:

SmartBill: SmartBill, Ltd.
1050 O'Neill Drive
Hebron, OH 43025
Facsimile: 740-928-5438
Email: robh@smartbillcorp.com

Client: City of Oxford
C/O City Manager
300 Williamsboro Street
PO Box 506
Oxford, NC 27565-0506
Facsimile: 919-603-1128
Email: elke.doom@oxfordnc.org

Section 16. Entire Agreement. This Agreement and its exhibits and schedules constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the production of goods and Services for Client by SmartBill, and supersede all prior and contemporaneous understandings or agreements of the Parties. **NO PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, NOR IS ANY PARTY RELYING ON ANY REPRESENTATION OR WARRANTY OUTSIDE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.**

Section 17. Successors and Assigns. This Agreement or any part hereof shall not be assignable to any other entity except by express, written agreement signed by the parties. Any assignment that is made without such an agreement shall constitute a breach of this agreement and cause the agreement to be null and void.

Section 18. Authority to Bind. SmartBill and Client warrant that the person executing this Agreement has full and legal authority to execute this Agreement for and on behalf of its respective legal entity it is purporting to bind to the terms of this Agreement, as well as the full legal ability to bind such legal entity to the terms contained in this Agreement.

Section 19. No Partnership or Joint Venture. No agency, partnership, joint venture or other relationship is intended hereby, and neither party shall be deemed the agent, servant, employee, partner or joint venturer of the other party. Client and SmartBill shall not, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venturer. In addition, by virtue of this Agreement, there shall not be deemed to have occurred a merger or any joint enterprise between Client and SmartBill.

Section 20. Cooperation of Parties. Each party agrees to cooperate in good faith with the other party in all aspects of accomplishing the intent of this Agreement, including but not limited to signing documents and taking other actions as may be reasonably necessary or proper for such purpose.

Section 21. Headings. Headings or captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Agreement or any of the terms hereof.

Section 22. Interpretation. All provisions herein shall be construed in all cases as a whole according to its fair meaning, neither strictly for nor against either Client or SmartBill and without regard for the identity of the party initially preparing the same. Titles and captions are inserted for convenience only and shall not define, limit or construe in any way the scope or intent of this Agreement. References to sections are to sections as numbered in this Agreement unless expressly stated otherwise.

Section 23. Counterparts. This Agreement may be signed in multiple counterparts which, when duly delivered and taken together, shall constitute a binding Agreement between all parties.

Section 24. Exhibits. All exhibits attached to this Agreement are incorporated herein by reference.

Section 25. Joint and Several Liability. If any party consists of more than one person or entity, the liability and responsibilities of each such person or entity with respect to this Agreement shall be joint and several.

Section 26. Extension of Performance Deadline if Non-Business Day. If the date for performance of any obligation of the parties to this agreement falls on a non-Business Day, then

the performance of the relevant obligation shall become due on the next Business Day following such date.

Section 27. Legal Counsel. Client and SmartBill acknowledge that they have been represented, or have had the opportunity to be represented, by counsel of their own choice. Neither Client nor SmartBill is relying upon any legal advice from the other party's counsel regarding the subject matter hereof. Both parties acknowledge that they understand the terms and conditions of this Agreement and the terms and conditions of all other documents and agreements executed in connection herewith and that they sign the same freely. Neither Client nor SmartBill shall deny the enforceability of any provision of this agreement or any of the other documents or agreements executed in connection herewith on the basis that it did not have legal counsel.

SMARTBILL, LTD.

CITY OF OXFORD

By: _____
Name: Robin W. Hess
Title: President

By: _____
Name: Elke Doom
Title: City Manager

:

SCHEDULE 1**SERVICES****For: City of Oxford Utilities****SmartBill will provide the following services:****Format Data**

- Format Data (Layout and custom design statement to 8.5" x 11")
- Create Multiple statements per customer's instructions
- Create custom message if applicable
- Sort and remove any customer-identified accounts
- Presort data for barcode postage rates
- Create statement PDF files for easy in office viewing and reprinting

Laser Printing

- Laser print documents using up to 1,200 X 1,200 DPI

Statement Rendering

- Fold and insert documents into standard business #10 envelope
- Insert #9 return envelope when applicable
- Insert statements and inserts (maximum of two)
- Complete Cass certification reports and delivery to Post Office

Job Accounting

- Account for all records or pages received, printed and rendered
- Recap postage available in the City of Oxford Utilities postage account

Inventory Management

- Custom design, order and maintain inventory of paper and envelopes needed for processing statements

Components:

- Supplied by the City of Oxford Utilities, purchased through SmartBill
- Custom 8.5 X 11 standard form with up 3 colors preprinted on #24 lb. paper with one horizontal perforation ordered in minimum quantities of 60,000
- #10 dual window envelope ordered in minimum quantities of 60,000

Postage: City of Oxford Utilities

Postage will be charged back to City of Oxford Utilities. City of Oxford Utilities will maintain two months' worth of postage on account at SmartBill. Deposit required prior to startup.

SCHEDULE 2**FEEES FOR GOODS AND SERVICES**

Paper Bill (includes: up to 3-color, 8.5x11 #24 white paper, perforated at 3.5" from bottom, #10 double window envelope	\$0.04	per set
data processing, printing & folding, inserting, presorting and delivery to USPS	\$0.085	per record
SBO Search & View Bill (Includes: Data processing, electronic color PDF creation, search & access capabilities & hosting of PDF files for 12 months from creation date) (Optional)	\$0.00	per bill
SBO Electronic Presentment of bills (optional)	\$0.00	per notification
SBO Payment (optional)	TBD	per month
NCOA Link - Automated address update service	\$25.00	Per month
Addition Impressions	TBD	Quote as per needed
Bill Suppression (Data processing only – Group Y & Z)	\$0.00	per bill
Oversized Surcharge (8-99 page bills - Group C)	\$0.26	per envelope as needed
Oversized Surcharge (100+ bills - Group D & E)	\$0.67	per envelope as needed
Additional Inserts	TBD	Quote upon request
Basic Set Up Fee (City Bill or Standard Format and Reports)	(\$1,000.00)	Waived
Technical Services (including additional set-up beyond standard, formatting or custom reports, conditional logic & insert/forms composition)	\$125.00	per hour
Minimum Monthly Charge [Minimum volume X service price]	\$340.00	per month
Minimum Daily Processing/Production Fee	\$50.00	per day if applicable
Postage (1 oz.) Estimate to be validated with client data	\$.35	per bill

SCHEDULE 3

POSTAGE DEPOSIT

Postage Deposit (Based on (2) two months estimated volume): \$3,500.00 (2 Months Volume * .35)

5,000 bills per month X .35 X 2 months

SCHEDULE 4**GLOSSARY OF TERMS**

Impression	Laser Imaging of one side of one piece of paper. Each physical piece of paper can contain two (2) impressions.
USPS	United States Postal Service
Laser Imaging	The process where the application of dry toner (ink) is electro statically applied and bonded to a piece of paper.
Simplex	Laser Imaging of one (1) side of a piece of paper only.
Duplex	Laser Imaging of both (2) sides of a piece of paper.
OE	Outer Envelope - This envelope is used as the carrier mechanism for all information contained in a package to be mailed.
RE	Reply Envelope - This envelope is usually utilized by a customer to return information/payment requested by an organization.
Presorting	The act of organizing mail according to the rules and regulations defined by the USPS in order to achieve lower postage rates and increase deliverability of mail.
Business Day	Any day which the USPS as well as the U.S. Federal Reserve are open for business.
U.S. federal holiday	All holidays as defined by the U.S. Federal Reserve
24x7	24 hours a day, 7 days a week.
Additional Inserts	Any item requested to be placed into the mail container above and beyond (a) the bill and (b) the RE.
Container	One complete piece of mail packaged into one OE.
Electronic Transmission	The act of sending data via SmartBill, Ltd. online utility, FTP or Modem.
Bill	Data and other information pertaining to one (1) account number and usually in reference to one customer.
Group	The term used by SmartBill, Ltd. to define how bills are gathered & produced in order to maximize production capabilities. These groups are defined as follows: Group A - 1 ounce bills Group B - 2 ounce bills Group C - 8 -99 page bills Group D - 100 - 499 page bills Group E - 500 + page bills Group I - International bills Group P - Pulls bills (Pulled and returned to PM for further action) Group X - Hold bills (combined and sent back to client)

Group Y - Online only bills (suppress from print only)
Group Z - Suppress
all

Suppress or
Suppression

The act of excluding records or bills (based on client defined criteria) that have been received in the input data stream received from the client.



CITY OF OXFORD UTILITIES
 300 Williamsboro St
 PO Box 506
 Oxford NC 27565-0506
 Phone: 919-603-1120

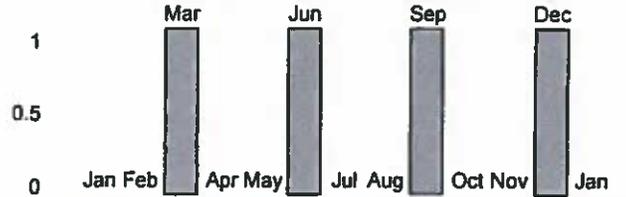
SERVICE ADDRESS: ██████████	
ACCOUNT NUMBER	██████████
TOTAL AMOUNT DUE ON OR BEFORE 07/10/2016	\$39.50
TOTAL DUE IF PAID AFTER 5PM 07/12/2016	\$49.50
CUT OFF DATE BY 5:00 PM	07/21/2016



██████████ 2
 ██████████
 ██████████



USAGE FOR THE PAST 12 MONTHS



TYPE OF SERVICE	METER READ DATES		METER READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT	PREVIOUS	CURRENT		
INSIDE WATER	12/10/2015	01/11/2016	37	37	0	4.80
INSIDE SEWER						10.10
GARBAGE						22.60
STORMWATER						2.00
TOTAL DUE						\$39.50

MESSAGES

Your global message will go here.

PLEASE DETACH BOTTOM PORTION AND RETURN WITH YOUR PAYMENT



SERVICE ADDRESS: ██████████	
CUSTOMER NAME: ██████████	
ACCOUNT NUMBER	064-5160-001
TOTAL AMOUNT DUE ON OR BEFORE 07/10/2016	\$39.50
TOTAL DUE IF PAID AFTER 5PM 07/12/2016	\$49.50

MAKE CHECKS PAYABLE TO:

CITY OF OXFORD UTILITIES
 PO BOX 506
 OXFORD NC 27565-0506





CITY OF OXFORD

STAFF REPORT

TO: Mayor Sargent and Board of Commissioners
VIA: Elke Doom, City Manager
FROM: David Cottrell, Fire Chief
DATE: 8/29/16
SUBJECT: Adoption of Fire Inspection Fee and Fine Schedules

SUMMARY STATEMENT

Consider adopting the attached revision of the Fire Inspection's Fee Schedule.

REVIEW

The Oxford Fire Department Staff recognized the need to update the fines and fees schedule currently used by the Oxford Fire Department Inspections Bureau. The fee schedule currently in use was adopted in 1995 with the inception of the fire prevention bureau and the adoption of the North Carolina Fire Code. Upon review of the fee schedule and a comparison of surrounding jurisdictions, it was determined that the current fees averaged one half of what surrounding municipalities were charging; including Granville County. It was also determined that the reference code identifier was no longer applicable because the NC Fire Code is amended every three years and the reference number sometimes changes with the adopted code. The proposed fee changes will bring us in line with other municipalities of our size and help defray the cost incurred by the City to review plans for new or expanded developments and inspect the construction associated with them. Staff evaluated the fees for other cities and municipalities of similar and larger size and recommends the attached rates. This item was discussed during the Public Safety Committee meeting on August 4, 2016.

RECOMMENDATION

The Public Safety Committee and Staff recommend adopting the attached Fire Inspection Fee and Fine Schedule.

Attachment: Fire Inspections Fee and Fine Fee Schedule Revision

M-Mandatory Permit under 2012 NC Fire Code

O-Optional Permit under 2012 NC Fire Code (Adopted by C/o Oxford)

Operational Permits	Description	Term	Permit Fee
Amusement Building (M)	Operation of a Special Amusement Building	30 Days	\$100
Carnivals and Fairs (M)	Mandatory Permit to conduct a Carnival or Fair	Single Event	\$100
Combustible Dust-Producing Operations (M)	Mandatory Permit to operate a grain elevator, flour starch mill, feed mill, or a plant pulverizing aluminum, coal, cocoa, magnesium, spices, or sugar, or other operations producing combustible dusts as defined in Chapter 2 of the 2012 NC Fire Code	365 days	\$75
Covered Mall Buildings (M)	1 Operational Permit for the placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall (common areas)	30 days	\$50
	2 Operational Permit for the display of liquid- or gas-fired equipment in the mall.	30 days	\$50
	3 Operational Permit for the use of open-flame or flame-producing equipment in the mall.	7 days	\$50
Dry Cleaning Plants (O)	Operational Permit to engage in the business of dry cleaning (when flammable/hazardous solvents are used), or to change to a more hazardous cleaning solvent used in existing dry cleaning equipment.	365 days	\$50
Exhibits and Trade Shows (M)	Operational Permit to operate exhibits and trade shows	30 days	\$50
Explosives (M)	Operational Permit for the manufacture, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks, or pyrotechnic special effects within the scope of Chapter 33 of the NC Fire Code		
	1 Blasting Permit	30 days	\$200
	2 Display of Fireworks/Pyrotechnics	Single Event	\$200
	3 Storage of Explosives	30 Days	\$500

Operational Permits	Description	Term	Permit Fee	
Flammable/Combustible Liquids (M)	1	Operational Permit to operate tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used	365 days	\$50
	2	Operational Permit to temporarily place out of service (more than 90 days) an underground, protected above-ground or above-ground flammable or combustible liquid tank.	30 days (after 90 days)	\$50
	3	Operational Permit to change the type of contents stored in a flammable or combustible liquid tank to a material which poses a greater hazard than that for which the tank was designed and constructed	30 days	\$50
	4	Operational Permit to manufacture, process, blend or refine flammable or combustible liquids	365 days	\$50
	5	Operational Permit to engage in the dispensing of liquid fuels into the fuel tanks of motor vehicles at commercial, industrial, governmental, or manufacturing establishments (Gas Station)	365 days	\$50
	6	Operational Permit to utilize a site for the dispensing of liquid fuels from tank vehicles into the fuel tanks of motor vehicles, marine craft, and other special equipment at commercial, industrial, governmental or manufacturing establishments.	365 days	\$50
Fumigation and Insecticidal Fogging (M)	Operational Permit to operate a business of fumigation or thermal insecticidal fogging and to maintain a room, vault, or chamber in which a toxic or flammable fumigant is used	365 days	\$50	
Hazardous Materials (O)	Operational Permit to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.6.20 of the 2012 NC Fire Code.	365 days	\$100	

Operational Permits	Description	Term	Permit Fee
Hot Work Operations within Fire District (O)	Operational Permit for Hot Work Operations including cutting, welding, grinding, application of roof coverings with the use of open flame, or other operations determined by the Fire Marshal	30 days	\$50
Liquid- or Gas-fueled Vehicles in Assembly Buildings (M)	Operational Permit to display, operate or demonstrate liquid- or gas-fueled vehicles or equipment in assembly buildings	30 days	\$50
Open Burning (O)	Operational Permit for the kindling or maintaining of an open fire on any public street, alley, road, or other public or private ground approved under NC Fire Code and Town Code where allowed	1 Event	\$100
Open Flames and Candles (O)	Operational Permit to use open flames or candles in connection with assembly areas, dining areas of restaurants, or drinking establishments.	365 days	\$25
Places of Assembly (O)	Operational Permit to operate a place of assembly	365 days	\$50
Private Fire Hydrants (M)	Operational Permit for the removal from service, use operation of private fire hydrants	365 days	\$50
Pyrotechnic Special Effects (Fireworks) (M)	Required Operational Permit same as found under Explosives section	Single Event	\$200
Spraying or Dipping Operations (M)	Operational Permit to conduct a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders regulated by Chapter 15 of the 2012 NC Fire Code.	365 days	\$50
Temporary Membrane Structures, Tents and Canopies (Operational) (M)	Operational Permit to operate an air-supported temporary membrane structure or a tent having an area in excess of 400 square feet (See exceptions in the 2012 NC Fire Code section 105.6.43) This is an OPERATIONAL permit for use of tent in excess of the 7 days permitted under a tent construction permit.	30 days (after 7 days permitted under Construction Permit)	\$50

Construction Permits	Description	Term	Permit Fee
----------------------	-------------	------	------------

Note: Terms on Construction Permits are "Until Final Inspection" unless otherwise noted

Automatic Fire-Extinguishing Systems	Construction Permit for the installation of or modification to an automatic fire-extinguishing system		
	1 Sprinkler Systems (per Riser)		\$50
	2 Kitchen Hood Suppression Systems		\$50
	3 Alternative Automatic Suppression Systems		\$50
Battery Systems	Construction Permit to install stationary storage battery systems having a liquid capacity of more than 50 gallons		\$50
Compressed Gas Systems	Construction Permit to install, repair, abandon, remove, place out of service (temporarily), close, or substantially modify a compressed gas system when the amount of compressed gases in use or storage within the system exceeds the amounts listed in Table 105.6.8 of the 2012 NC Fire Code		\$50
Cryogenic Fluids	Construction Permit is required for the installation of or alteration to outdoor stationary cryogenic fluid storage system where the capacity exceeds the amount listed in Table 105.6.10		\$50
Fire Alarm and Detection Systems	Construction Permit for installation of, or modification to fire alarm and detection systems and related equipment.		\$50
Fire Pumps	Construction Permit for installation of, or modification to fire pumps and related fuel tanks, jockey pumps, controllers, and generators. (Permit required in addition to other Automatic Fire Extinguishing System Construction Permits)		\$50
Flammable and Combustible Liquid Facilities	Construction Permit to:		
	1 Repair or modify a pipeline for the transportation of flammable or combustible liquids		\$50

Construction Permits	Description	Term	Permit Fee
	2 Install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, transported, stored, dispensed, or used. Gas Station		\$200
	3 Install, alter, remove, abandon, or otherwise dispose of a flammable or combustible liquid tank		\$200
Hazardous Materials Facilities	Construction Permit to install, repair, abandon, place temporarily out of service, or close or substantially modify a storage facility or other area regulated by Chapter 27 when the hazardous materials in use or storage exceed the amounts listed in Table 105.6.20 of the 2012 NC Fire Code.		\$200
Industrial Ovens	Construction Permit for the installation of industrial ovens as described in Chapter 21 of the 2012 NC Fire Code.		\$50
Private Fire Hydrants	Construction Permit for the installation or modification of private fire hydrants		\$50
Spraying/Dipping Operations	Construction Permit to install or modify a spray room, dip tank, or booth		\$50
Standpipe System	Construction Permit for the installation, modification, or removal from service of a standpipe system. (Permit required in addition to other Automatic Fire Extinguishing System Construction Permits)		\$50
Temporary Membrane Structures, Tents and Canopies	Construction Permit to erect an air-supported temporary structure or a tent having an area in excess of 400 square feet	7 days/ then Operational Permit is required	\$50
Failure to Secure Permit	Beginning work, or maintaining an operation requiring any permits adopted by the City of Oxford shall double the permit fee. A stop Work Order shall be issued until payment is received and permit issued.		Double Listed Permit Fee

Fire Inspection Fees	Description	Inspection Fee
Inspection Fees for Inspections required under the NC Fire Code	Will include ABC, Foster Care, Group Home, Day Care Licensing Inspections and other inspections not required by Code. (less than 3000 ft ²)	\$50
Fire Re-Inspection Fees	Description	Inspection Fee
Fire Violation Re-Inspection Fee	A re-inspection fee will not be assessed for the first re-inspection where violation has been corrected.	\$0.00
	1 Violations of the NC Fire Code not corrected after being identified by the inspector during an inspection and a compliance period granted. Fee will be assessed at time of second re-inspection, and each re-inspection thereafter until the violations are corrected or further administrative action is pursued.	\$50/Re-inspection
	2 An inspection on a construction permit (Fire), or a Fire Final inspection is requested and/or scheduled by the permit holder, or Contractor and where the inspection cannot be completed, or fails to pass due to deficiencies. The Re-Inspection fee shall be paid before any additional inspections or testing will be conducted.	\$100/ Second and thereafter Re-Inspections
Life Safety Re-Inspection Fee	Any violation of the NC Fire Code, or any other condition deemed by the inspector to be detrimental to the life safety of the occupants, and/or which may create delays in the exiting of the buildings occupants, which is not corrected after being identified by the inspector during the inspection and a compliance period granted shall be subject to Life Safety Re-Inspection Fees.	\$250/per violation

Following issuance of three (3) consecutive re-inspection fees without compliance, the owner/operator, or other responsible person shall be cited to court for violation of NC General Statute 14-68.

Fire Inspection Fees Greater Than 3000 ft²

Routine Inspections

Manufacturing & Industrial

1.	0-3,000 sq ft	\$50.00
2.	3,001-5,000 sq ft	\$100.00
3.	5,001-10,000 sq ft	\$150.00
4.	10,0001-50,000 sq ft	\$200.00
5.	50,001-100,000 sq ft	\$250.00
6.	100,000 and up	\$300.00

Business & Mercantile

1.	0-3,000 sq ft	\$50.00
2.	3,001-5,000 sq ft	\$100.00
3.	5,001-10,000 sq ft	\$150.00
4.	10,001-50,000 sq ft	\$200.00
5.	50,001-100,00 sq ft	\$250.00
6.	100,001 and up	\$300.00

New Construction

•	\$0-\$2,500	\$50.00	
•	\$2,501-\$25,000	\$175.00	
•	\$25,001-\$50,000	\$350.00	
•	\$50,001-\$100,000	\$500.00	
•	\$100,001 and up	\$500.00	(plus \$2.50 per each additional \$100,000)

Up-fits and change of use—same as new

Plan Review Fee \$50.00 (plus New Construction Fee)

Other Fees and Charges	Description	Fee
------------------------	-------------	-----

Fire Incident Report	Copy of Fire Incident Report (Copy provided at no charge to Owner/Occupant)	\$3/copy
----------------------	--	----------

NCGS 14-68. Failure of owner of property to comply with orders of public authorities.

If the owner or occupant of any building or premises shall fail to comply with the duly authorized orders of the chief of the fire department, or of the Commissioner of Insurance, or of any municipal or county inspector of buildings or of particular features, facilities, or installations of buildings, he shall be guilty of a Class 3 misdemeanor, and punished only by a fine of not less than ten (\$10.00) nor more than fifty dollars (\$50.00) for each day's neglect, failure, or refusal to obey such orders. (1899, c. 58, s. 4; Rev., s. 3343; C.S., s. 4247; 1969, c. 1063, s. 1; 1993, c. 539, s. 30; 1994, Ex. Sess., c. 24, s. 14(c).)

APPENDIX "C"
PENALTY FEES

DESCRIPTION OF VIOLATION	PENALTY FEE
PERMIT NOT POSTED OR KEPT ON PREMISES	\$50.00
UNPERMITTED OPEN BURNING (IMMEDIATE)	\$50.00
CARELESS USE OF LIGHTED OBJECT (IMMEDIATE)	\$50.00
USE OF NON-APPROVED HEATING APPLIANCE	\$50.00
BREACH IN FIRE WALL/FIRESTOPS	\$50.00
FIRE OR EXIT DOOR INOPERATIVE	\$50.00
FIRE TOWER DOOR OPEN (IMMEDIATE)	\$50.00
NO SMOKING SIGNS NOT POSTED WHERE REQUIRED	\$50.00
SMOKING IN PROHIBITED AREAS (IMMEDIATE)	\$50.00
SPRINKLER OR FIRE ALARM INOPERABLE	\$50.00
FIRE HYDRANTS NON COMPLIANT	\$50.00
SPRINKLER/STANDPIPE NON COMPLIANT	\$50.00
STANDPIPE SYSTEM NON COMPLIANT	\$50.00
SPRINKLER HEADS BLOCKED/COVERED (IMMEDIATE)	\$50.00
STREET ADDRESS NUMBERS NOT POSTED	\$50.00
STREET ADDRESS NUMBERS NOT VISIBLE	\$50.00
SPRINKLER/STANDPIPE NEEDS TESTING	\$50.00
FIRE ALARM SYSTEM NEEDS TESTING	\$50.00
STORAGE IN FIRE TOWER OR ACCESS (IMMEDIATE)	\$50.00
BLOCKED EGRESS (IMMEDIATE)	\$250.00
BLOCKED EXIT DOORS (IMMEDIATE)	\$250.00
OVERCROWDING (IMMEDIATE)	\$250.00
FIRE EXIT OR AISLE BLOCKED (IMMEDIATE)	\$250.00
STORAGE IN OR ON FIRE ESCAPE (IMMEDIATE)	\$250.00

DESCRIPTION OF VIOLATION	PENALTY FEE
EXIT OR EGRESS DOOR NEEDS REPAIR	\$50.00
BLOCKED STAIRWELLS AND STAIRWAYS (IMMEDIATE)	\$250.00
EXIT ILLUMINATION AND MARKING	\$50.00
NO REQUIRED EXIT DIRECTIONAL SIGNS	\$50.00
APPROVED FIRE EVACUATION PLAN REQUIRED	\$50.00
FIRE DRILL PERFORMANCE NOT ACCEPTABLE	\$50.00
NO MONTHLY FIRE DRILL REPORTED	\$50.00
IMPROPER USE OF FLAMMABLE LIQUIDS (IMMEDIATE)	\$50.00
FLAMMABLE LIQUID STORAGE NON COMPLIANT	\$50.00
IMPROPER DISPENSING OF FLAMMABLE LIQUID (IMMEDIATE)	\$50.00
ABOVEGROUND TANKS NOT DIKED	\$50.00
TANK INSTALLATION NON COMPLIANT	\$50.00
TANK STORAGE NON COMPLIANT	\$50.00
SPRAY PAINTING IN NON-APPROVED AREA	\$50.00
SPRAY BOOTH NON COMPLIANT	\$50.00
COMPRESSED GAS CYLINDERS NOT SECURED	\$50.00
NO HAZARDOUS MATERIALS PERMIT	\$50.00
CHEMICAL STORAGE NON COMPLIANT	\$50.00
MAXIMUM OCCUPANCY NOT POSTED	\$50.00
USE OF OPEN FLAME COOKING DEVICE	\$50.00
FAILURE TO GET TANK WORK PERMIT PRIOR TO WORK	\$50.00
FAILURE TO OBTAIN PERMITS REQUIRED BY CODE	\$50.00
ALL OTHER VIOLATIONS OF THE CODE	\$50.00

The term "IMMEDIATE", as it appears above, means that the Fire Official may immediately issue a citation of a violation and must be corrected by the violating party before the official completes their inspection.

**CITY OF OXFORD****STAFF REPORT**

TO: Mayor Sergent and Board of Commissioners

VIA: Elke Doom, City Manager

FROM: David Cottrell, Fire Chief

DATE: 8/29/2016

SUBJECT: Adoption of Vehicle Accident and Hazmat Response Mitigation Fee Schedule

SUMMARY STATEMENT

Consider adopting the attached fee schedule for vehicle accident and hazmat responses and also enter into an agreement with Fire Recovery USA for the purpose of billing and collections of these fees.

REVIEW

The Public Safety Committee and Staff met August 4, 2016 to discuss attaching a fee schedule to Ordinance **§ 8-82 COST RECOVER OF MOTOR VEHICLE ACCIDENT EXPENSES**. This ordinance was drafted and adopted in 2010 as a means to recover expenses incurred by the Oxford Fire Department for the response to and mitigation of vehicle accidents. This ordinance also allows for the billing of calls that involve hazmat situations involving chemical or fluid releases. In 2010, a fee schedule was to be determined and an RFP was sent out for the purpose of soliciting billing companies, however, was never finalized. We are seeking to remedy this oversight. After careful research and comparing the rates of other municipalities, the Oxford Fire Department request that the Board adopt the attached fee schedule and enter into a contract (One Year) with Fire Recovery USA for billing and collections. As per request, bills shall only be sent to the insurance company of the responsible party and not the occupant or owner of the vehicle.

RECOMMENDATION

The Public Safety Committee and Staff recommend adopting the attached Vehicle Accident and hazmat Response Mitigation Fee Schedule, and also recommend entering into an agreement with Fire Recovery USA for the billing and collections of the adopted fees.

Attachment: Fire Recovery USA contract with Fee Schedule

VEHICLE ACCIDENT AND HAZMAT RESPONSE
MITIGATION FEE SCHEDULE
BASED ON PER HOUR

SEPTEMBER 2016

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

MOTOR VEHICLE INCIDENTS

Level 1 - \$435.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$495.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$605.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,305.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$400.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.

Miscellaneous equipment billed at \$300.

HAZMAT

Level 1 - \$700.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,500.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$5,900.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$300.00 per HAZMAT team.**

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.

Miscellaneous equipment billed at \$300

LATE FEES

If the invoice is not paid within 90 days, a Late Charge of 10% of the invoice, as well as 1.5% per month, as well as the actual cost of the collections, will be accessed to the responsible party.

§ 8-82 COST RECOVER OF MOTOR VEHICLE ACCIDENT EXPENSES.

(A) *Statement of purpose.* The City of Oxford is duly organized as a municipality under the laws of the State of North Carolina. Pursuant to the authority granted to it by the North Carolina General Statutes and its Charter, the City of Oxford Fire Department provides fire suppression, fire rescue, fire safety services and other related services in connection with motor vehicle accidents which occur in the city limits, service area and in conjunction with various mutual aid agreements with neighboring municipalities. In consideration of providing these services, the city has desires to establish a policy which provides for the payment of compensation for said services in order to defer the costs to the city thereof.

(B) *Definition of services.* The city will seek compensation for the cost of services provided by the City of Oxford Fire Department, which shall include, but not be limited to, the following services:

- (1) Scene and safety control at motor vehicle accidents;
- (2) Disentanglement operations and assistance with extrication from vehicles;
- (3) Fluid mitigation at motor accidents;
- (4) Fire prevention or suppression at motor vehicle accidents;
- (5) Hazard mitigation operations arising at motor vehicle accident scenes;
- (6) Public utility stand-by services arising from motor vehicle accidents;
- (7) Pipeline rupture stand-by arising from motor vehicle accidents;
- (8) Destruction of city-owned property caused by motor vehicle accidents; and
- (9) Any other service provided by the Oxford Fire Department that is reasonably related to or caused by a motor vehicle accident.

(C) *Reimbursable expense.* Upon adoption of this section the Board of Commissioners shall be authorized to review and establish the reimbursable charges for the services provided pursuant to this section.

(D) *Explanation of charges.*

(1) *Command and control scene safety.* This service involves the establishment of a incident command center to coordinate the positioning of fire apparatus and any responding emergency service personnel or vehicles so as to protect and secure the motor vehicle accident scene from other traffic and deny entry into the scene of unauthorized personnel. This service also involves mitigation and control of any gasoline or other fluids. Patient care is the responsibility of emergency medical service personnel who may be assisted by Oxford Fire Department personnel.

(2) *Disentanglement/extrication.* This service involves the removal of an injured person from a motor vehicle and could involve forcible entry into a damaged vehicle. This service could also include removal of an injured or helpless person involved in an, industrial accidents, confined spaces, below grade rescues, or even high angle rescues and may involve the use of ropes, ladder devices, air monitoring equipment, self-contained breathing apparatus, hydraulic equipment, shoring, saws, cribbing, air bags or other emergency service materials and equipment.

(3) *Fire suppression.* Fire suppression involves the use of fire department personnel have to contain or extinguish a fire and can include the laying of hose lines and positioning a hand line for the protection of individuals who may be exposed to fire, smoke, or leaking fluids that result from a motor vehicle accident or other emergency.

(4) *Hazard mitigation.* This service involves the use of fire department personnel to control, mitigate or otherwise manage, any hazardous substances via containment or absorption

with pads for carbon-based substances like gas or oil, or removal via pads and sand or other means permitted by DENR (Department of Environmental and Natural Resources). Hazard mitigation services could be as a result of a motor vehicle accident or as a result of an industrial or other accident. The mitigation of all hazardous material and substances must be done in conjunction or compliance with DENR and EPA regulations then in effect.

(D) *Billing procedures, considerations for write-off, and reimbursable expenses.*

(1) Bills will be mailed to insurance companies of the negligent party within 48 hours after the city submits a completed report.

(2) Follow-up and additional billings will occur at reasonable intervals designed to ensure compliance with this section.

(3) Denial of a claim for reimbursement and compensation may be charged off or sent to collections within the discretion and approval of the City Manager.

(4) Reimbursable expenses and compensation charged for cost recovery are defined in the City of Oxford Budget Ordinance.

(E) *Administration and enforcement.* It shall be the duty of the City Clerk and the City Manager to effectively pursue the requirements of this section for payment of services rendered by the Fire Department as specifically outlined above.

(Ord. 09-02-10, passed 9-14-10)

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of _____, 2016 ("Effective Date"), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company ("Company"), and **City of Oxford**, ("Client"). The Company and Client are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services: and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

**ARTICLE 3
COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

**ARTICLE 4
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF CLIENT

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of Company, which consent shall not be unreasonably withheld.

**ARTICLE 7
CLIENT AUTHORIZATION**

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

**ARTICLE 8
TERMINATION OF AGREEMENT**

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) Client's yearly billable run volume is at or below six runs (6).

**ARTICLE 9
PROPRIETARY RIGHTS**

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2. Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

**ARTICLE 10
INDEMNIFICATION**

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

**ARTICLE 11
GENERAL PROVISIONS**

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the North Carolina. Any dispute concerning this agreement shall be resolved in the General Court of Justice, Granville County, North Carolina. Both parties agree to this designation of jurisdiction and venue and waive any right to contest the same.

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
4275 Executive Square, Suite 1020
La Jolla, CA 92037
Attention: Chris Popov, Esq.

If to Client to:

City of Oxford
112 E. McClanahan Street
Oxford, NC 27565
Attention: _____

with a copy to:

Attention: _____

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement, and the Transaction Documents, (i) set forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

By: _____

Name: M. Craig Nagler

Title: Manager

CLIENT:

City of Oxford

By: _____

Name: _____

Title: _____

SCHEDULE A

LIST OF COMPANY SERVICES

1. Fire Recovery USA agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The billing rates (mitigation fees) are listed as EXHIBIT A, but may change over time. Client will provide notice to Fire Recovery USA of changes in billing rates.
2. Fire Recovery USA will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Fire Recovery agrees to bill to the best of its ability all claims provided to Fire Recovery USA by the Client.
4. Fire Recovery USA will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Fire Recovery USA agrees to reimburse Client a portion of the monies collected at a rate of 80 percent of the total monies collected on the Client's claims.
6. Fire Recovery USA agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Fire Recovery USA agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Fire Recovery USA will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Fire Recovery USA by the Client on the Run Sheets.

EXHIBIT A

MITIGATION RATES

BASED ON PER HOUR

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

MOTOR VEHICLE INCIDENTS

Level 1 - \$435.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$495.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$605.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,305.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$400.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.
Miscellaneous equipment billed at \$300.

HAZMAT

Level 1 - \$700.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,500.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 - \$5,900.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$300.00 per HAZMAT team.**

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$400 per hour.
Truck billed at \$500 per hour.
Miscellaneous equipment billed at \$300

LATE FEES

If the invoice is not paid within 90 days, a Late Charge of 10% of the invoice, as well as 1.5% per month, as well as the actual cost of the collections, will be assessed to the responsible party.

**CITY OF OXFORD****STAFF REPORT**

TO: Mayor Sergent and Board of Commissioners

VIA: Elke Doom, City Manager

FROM: Amy Ratliff, PE

DATE: 8/30/16

SUBJECT: Adoption of Asset Management Plan and Capital Improvement Plan for Water and Wastewater Infrastructure

SUMMARY STATEMENT

Consider adopting the attached Asset Management Plan (AMP) and Capital Improvement Plan (CIP) for Water and Wastewater Infrastructure.

REVIEW

The Public Works Committee and Staff recognize the need to stay ahead of the curve by anticipating the water and wastewater infrastructure needs that the City faces. The Asset Management Plan is designed to be a living document that will be updated regularly with new data, changes to the Capital Improvement Plan and amendments to the Operation and Maintenance Plans as needed. Its findings can be used as a tool by key decision makers to ensure the City is able to provide a sustained level of water and wastewater service to its residents now and in the future. In addition by adopting the AMP and CIP, the City will be eligible for additional points on the application for water and sewer loans and grants. The Public Works Committee and Staff evaluated the AMP and CIP completed by McGill Associates, engineering consultant, and recommends adopting the Asset Management Plan and Capital Improvement Plan for Water and Wastewater Infrastructure

RECOMMENDATION

The Public Works Committee and Staff recommend adopting the attached Asset Management Plan and Capital Improvement Plan for Water and Wastewater Infrastructure.

Attachment: Asset Management Plan and Capital Improvement Plan for Water and Wastewater Infrastructure

Oxford, North Carolina Code of Ordinances
CHAPTER 20 TRAFFIC, ARTICLE III VEHICLE OPERATION
DIVISION 2: SPEED
§ 20-81 GENERALLY.

§ 20-81 GENERALLY.

(A) Except as otherwise provided in this chapter, it shall be unlawful to operate a vehicle in excess of the following speeds:

(1) Twenty miles per hour in any business district other than Martin Luther King, Jr. Avenue, which is 25 miles per hour;

(2) ~~Thirty-five~~ Twenty-five miles per hour hour on city-owned streets in any residential district unless otherwise posted. ~~Thirty-five miles per hour on state-owned streets in any residential district, unless otherwise posted. other than Front Street, and Main Street from Front Street to Spring Street, and any other posted locations, which is 25 miles per hour.~~

(3) Forty-five miles per hour in places other than those named in divisions (A)(1) and (2) above for:

(a) All vehicles other than passenger cars, regular passenger vehicles, pick-up trucks of less than one-ton capacity and school buses loaded with children; and

(b) All vehicles, of whatever kind, which are engaged in towing, drawing, or pushing another vehicle; provided this paragraph shall not apply to vehicles engaged in towing, drawing or pushing trailers with a gross weight of not more than 3,000 pounds.

(4) Fifty-five miles per hour in places other than those named in divisions (A)(1) and (2) above, for passenger cars, regular passenger carrying vehicles, and pick-up trucks of less than one-ton capacity.

(B) The fact that the speed of a vehicle is lower than the foregoing limits shall not relieve the driver from the duty to decrease speed when approaching and crossing an intersection, when approaching and going around a curve, when approaching a hill crest, when traveling upon any narrow or winding roadway, or when special hazards exist with respect to pedestrians or other traffic or by reasons of weather or street conditions, and speed shall be decreased as may be necessary to avoid colliding with any person, vehicle or other conveyance on or entering the street or highway, and to avoid causing injury to any person or property either on or off the street or highway, in compliance with legal requirements and the duty of all persons to use due care.

('86 Code, § 20-81) (Am. Ord. 14-09-01, passed 9-9-14)

Statutory reference:

Speed restrictions, see G.S. § 20-141

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

Adopted this 13th day of September 2016.